

Pre-Council Conference – January 6, 2026 – 9:30 a.m.
MAIN CONFERENCE ROOM – 1ST FLOOR – CITY HALL
1149 ELLSWORTH DRIVE, PASADENA, TX 77506
To discuss any or all of the following items:

MAYOR THOMAS SCHOENBEIN

COUNCILMEMBERS

CARLOS HEREDIA SR. - District A
BIANCA VALERIO - District B
EMMANUEL GUERRERO - District C
PAT VAN HOUTE - District D

JONATHAN ESTRADA - District E
DOLAN DOW - District F
JOHNNY FUSILIER JR. - District G
AARON E. STYRON - District H



A G E N D A

COUNCIL MEETING CITY OF PASADENA, TEXAS

CITY COUNCIL CHAMBERS – 1ST FLOOR
1149 ELLSWORTH DRIVE, PASADENA, TX 77506

January 6, 2026 – 10:00 a.m.

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- 1) **CALL TO ORDER**
 - 2) **ROLL CALL OF MEMBERS**
 - 3) **INVOCATION** – Karen Wallace, Purchasing Manager
 - 4) **PLEDGES OF ALLEGIANCE** – Councilmember Pat Van Houte
 - 5) **COMMUNITY INTEREST COMMENTS IN ACCORDANCE WITH CHAPTER 551.0415 OF THE GOVERNMENT CODE; IE.**
 - expression of thanks, congratulations, or condolences;
 - information regarding holiday schedules;
 - an honorary or salutary recognition of a public official, public employee, or other citizen;
 - a reminder about an upcoming event organized or sponsored by the governing body;
 - information regarding a social, ceremonial, or community event; and
 - announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

- 6) CITIZENS WISHING TO ADDRESS COUNCIL**
- 7) DOCKETED CITY COUNCIL HEARINGS**
- 8) PRESENTATION OF PROCLAMATIONS, AWARDS AND COMMUNITY EVENTS**
- (9) PROPOSALS FOR CITY BUSINESS**
- 10) PRESENTATION OF MINUTES** – December 16, 2025 – 6:00 p.m.
- 11) PRESENTATION OF MINUTES OF SPECIAL MEETINGS**
- 12) CONTRACT CHANGE ORDERS**

13) PROGRESS PAYMENTS

(A) Contractor: Boyer, Inc.
Estimate No.: Four (4)
Amount: \$649,479.38
Project: Preston/Fairmont Lift Station Rehabilitation Project
Project No.: WW065
Ordinance No.: 2024-103

(B) Contractor: D & W Contractors, Inc.
Estimate No.: Six (6)
Amount: \$608,910.15
Project: 2025 Asphalt Overlay Program
Project No.: S191
Ordinance No.: 2025-111

(C) Contractor: D & W Contractors, Inc.
Estimate No.: Ten (10)
Amount: \$43,909.00
Project: 2025 Annual Paving & Drainage Improvements
Project No.: D063
Ordinance No.: 2025-003

(D) Contractor: D & W Contractors, Inc.
Estimate No.: Ten (10)
Amount: \$139,478.52
Project: 2025 Annual Paving & Drainage Improvements
Project No.: S142
Ordinance No.: 2025-003

(E) Contractor: Kim Neal & Associates, LLC
Estimate No.: One (1)
Amount: \$76,949.00
Project: El Jardin Beach Restrooms
Project No.: R090
Ordinance No.: 2025-096

- (F) Contractor: Peltier Brothers Construction, LLC
Estimate No.: Nine (9)
Amount: \$351,642.50
Project: Jana Lift Station Rehabilitation
Project No.: WW076
Ordinance No.: 2024-101
- (G) Contractor: Peltier Brothers Construction, LLC
Estimate No.: Three (3)
Amount: \$223,962.50
Project: El Jardin Lift Station Replacement
Project No.: WW079
Ordinance No.: 2024-102
- (H) Contractor: Purcell Construction
Estimate No.: Ten (10)
Amount: \$264,333.99
Project: Demolition & Reconstruction of Fire Station No. 6
Project No.: F011
Ordinance No.: 2024-112
- (I) Contractor: T Construction, LLC
Estimate No.: Seven (7)
Amount: \$535,941.55
Project: 2025 Citywide Sanitary Sewer Rehabilitation
Project No.: WW071
Ordinance No.: 2025-015
- (J) Contractor: T Construction, LLC
Estimate No.: Eight (8)
Amount: \$150,668.10
Project: 2025 Citywide Sanitary Sewer Rehabilitation
Project No.: WW071
Ordinance No.: 2025-015
- (K) Contractor: Way-Tech, Inc.
Estimate No.: Sixteen (16)
Amount: \$619,299.10
Project: Construction of Fire Station No. 7
Project No.: F014
Ordinance No.: 2024-113

14) FINANCE RESOLUTION NO. 2941 MISC. CLAIMS & INVOICES

15) PERSONNEL CHANGES

(A) REGULAR EMPLOYEES

(B) FINANCE DEPARTMENT EMPLOYEES

(C) ADMINISTRATION CHANGES IN PERSONNEL

(D) INTRODUCTION OF NEW CITY EMPLOYEES

16) MAYORAL APPOINTMENTS

(A) Reappointment of Blair McClure to the Civil Service Commission.

17) CITY BOARDS AND COMMISSIONS REPORTS

18) REPORTS OF COMMITTEES

19) MAYOR'S REPORT

(A) ORDINANCES

(1) FINAL READINGS

ORDINANCE 2025-249 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add a fee of \$80.00 per session for Karate Classes, to be effective as of April 1, 2026; providing a repealing clause; providing a savings clause; and providing for severability.
(PARKS AND RECREATION DEPARTMENT)

ORDINANCE 2025-250 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add new rental fees for the Vince Bayou Community Garden, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.
(PARKS AND RECREATION DEPARTMENT)

ORDINANCE 2025-251 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add new rental fees for the Burke Crenshaw Playground Pavilion, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.
(PARKS AND RECREATION DEPARTMENT)

ORDINANCE 2025-252 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add an annual fee of \$25.00 for the use of a small garden bed at the Vince Bayou Community Garden, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.
(PARKS AND RECREATION DEPARTMENT)

ORDINANCE 2025-253 - An Ordinance authorizing and approving adopting a Standards of Care as required by the State of Texas' Human Resources Code, Subchapter C, Section 42.041 for elementary age recreation programs operated by a municipality.
(PARKS AND RECREATION DEPARTMENT)

ORDINANCE 2025-254 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and Public Management, Inc. for post-funding administration services as described under Ordinance 2025-053 for the Golden Acres WWTP Solids System Improvements and Vince Bayou WWTP Solids Systems Improvements (CIP #WW093 and #WW098) Projects from the Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP) Account.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2025-255 - An Ordinance authorizing and approving the City's acceptance of a Temporary Construction Easement from Pasadena Trails Resident Owned Community, Inc. in connection with the Pasadena Blvd. Lift Station replacement (CIP #WW081) Project.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2025-256 - An Ordinance determining the public necessity for and authorizing the acquisition of a 0.0196 acre tract of land located in the Fabricus Reynolds Survey, Abstract No. 643 for the Olson Lift Station Replacement Project (CIP #WW078); and appropriating \$20,190.00 from the other charges budget contingency account for this acquisition.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2025-257 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Boyer, Inc. for the Crenshaw PRV Building Improvements Project (CIP #WW077) for a total appropriation of \$989,321.85 from the System Fund Retained Earnings Account and the FEMA Harvey Public Assistance Grant.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2025-258 - An Ordinance authorizing and approving an amendment to Ordinance 2021-150 with Tyler Technologies, Inc., requesting the addition of 240 additional Implementation hours for the Tyler Munis Software.
(INFORMATION TECHNOLOGY)

ORDINANCE 2025-259 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Brooks Concrete, Inc. for the 2026 Sidewalk Improvements (CIP #S146); for a total appropriation in the amount of \$1,126,550.00.
(PUBLIC WORKS DEPARTMENT)

(2) FIRST READINGS

(A) An Ordinance authorizing and approving a contract with Santos Hernandez for Karate Lessons to be provided through the Parks and Recreation Department.
(PARKS AND RECREATION DEPARTMENT)

(B) An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 3 – Alcoholic Beverages, by amending Section 3-4 – License Issuance Prohibited in Certain Areas; providing a repealing clause; providing a saving clause and providing a severability clause.
(PLANNING DEPARTMENT)

(C) An Ordinance authorizing and approving an agreement between the City of Pasadena, Texas, and Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) for inspection services of various projects for a total appropriation of \$750,000.00 from the System Fund Other Charges Contingency Account and the General CIP Fund Balance Account.

(PUBLIC WORKS DEPARTMENT)

(D) An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Experts Underground Solutions, LLC for the 2026 Citywide Waterline Replacement Project (CIP #W078) for a total appropriation of \$1,355,560.20 from the System CIP Fund Balance Account.

(PUBLIC WORKS DEPARTMENT)

(E) An Ordinance authorizing and approving an interlocal agreement between the City of Pasadena, Texas, and Armand Bayou Nature Center (ABNC) to pursue conservation efforts for the 175 acres of land at the intersection of Big Island Slough and Armand Bayou.

(PARKS AND RECREATION DEPARTMENT)

(F) An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance 2025-053 and appropriating \$300,000.00 for the Red Bluff Terrace PH II Improvements Project (CIP #S249) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

(PUBLIC WORKS DEPARTMENT)

(G) An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance 2025-053 and appropriating \$345,000.00 for the Red Bluff Terrace PH I Improvements Project (CIP #S248) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

(PUBLIC WORKS DEPARTMENT)

(H) An Ordinance authorizing and approving a 12-month contract between the City of Pasadena, Texas, and Pumps of Houston, Inc. for purchase and repair of Grundfos and Myers pumping equipment.

(PUBLIC WORKS DEPARTMENT)

(I) An Ordinance authorizing and approving a 12-month supply contract by and between the City of Pasadena, Texas, and Brodart Co. using TXSmartBuy contract #715-M2 to enable the Library to purchase materials for their continuing collection development on an "as needed" basis and for ancillary services.

(LIBRARY)

(J) An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and T Construction, Inc. for the 2026 Citywide Sanitary Sewer Rehabilitation Project (CIP #WW082) for a total appropriation of \$1,448,028.75 from the System CIP Fund Balance Account.

(PUBLIC WORKS DEPARTMENT)

(K) An Ordinance authorizing and approving the acquisition of property at 2815 Lilac Street for the Little Vince/Armand Bayou Separation Project (CIP #D054) and any related closing costs in a not to exceed amount of \$1,382,193.00 from the Community Development Block Grant – Mitigation (CDBG- MIT) Account.

(PUBLIC WORKS DEPARTMENT)

(L) An Ordinance authorizing and approving a contract between the City of Pasadena, Texas, and Texas Materials Group, Inc. for the purchase by the City of Pasadena of flexible base materials for a period of one year.

(PUBLIC WORKS DEPARTMENT)

(3) EMERGENCY READINGS

(4) ISSUANCE OF OBLIGATIONS

(B) RESOLUTIONS

(A) A Resolution authorizing the Mayor or his designee to execute a letter addressed to the Harris County Flood Control District for the maintenance of the 30 inch Drainage Easement located from Lilac to Beltway 8 and contained on the replat of Lots 3, 4, 5, & 6, Block 7 of Golden Acres Number 2 in connection with the Little Vince-Armand Bayou Separation (CIP #D054).

(PUBLIC WORKS DEPARTMENT)

(B) A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas, and Denton Navarro Rodriguez Bernal Santee & Zech P.C. for legal services.

(LEGAL DEPARTMENT)

(C) A Resolution accepting funding to be used for the purpose of overtime reimbursement from the United States Department of Justice, United States Marshals Service, in the amount of \$79,000.00 for FY2026.

(POLICE DEPARTMENT)

(D) A Resolution authorizing the Pasadena Police Department to apply for the Texas Department of Transportation STEP CMV grant in the amount of \$30,370.00 to conduct a Commercial Motor Vehicle Traffic Enforcement Program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the Police Department's Commercial Motor Vehicle Enforcement Program.

(POLICE DEPARTMENT)

(E) A Resolution for Volunteer Pasadena to accept an in-kind donation from Chick-fil-A for Chick-fil-A Sandwich meals for volunteers valued at \$611.10 for the Pasadena Food Drive that was held on November 19, 2025.

(VOLUNTEER PASADENA)

(F) A Resolution authorizing and approving a public auction for the sale of abandoned and confiscated vehicles and City Departments' rolling stock and equipment to be held on the following Saturdays in 2026: January 24, March 21, May 16, July 18, September 19 and November 21, beginning at 9:00 a.m. at the Fleet Maintenance Facility, 3124 Red Bluff Road, Pasadena, Texas, publication of the auction notices, authorizing the

auctioneer's ten percent (10%) fee of the sale for abandoned and confiscated vehicles and City departments' rolling stock and equipment, and a five percent (5%) buyer's premium to be added to the final purchase price.

(MAINTENANCE SERVICES)

(G) A Resolution accepting a monetary donation of \$4,145.00 from Odfjell USA Houston, Inc. for use by the Parks and Recreation Department to purchase twenty-five 30-gallon trees to be planted in Burke Crenshaw Park.

(PARKS AND RECREATION DEPARTMENT)

(H) A Resolution accepting a monetary donation of \$100.00 from Rex Henry Owens and \$100.00 from Mary D. Savage for use by Volunteer Pasadena in connection with the Pasadena Food Drive 2025.

(VOLUNTEER PASADENA)

(I) A Resolution on behalf of the Pasadena Police Department to apply for the Texas Department of Transportation STEP Comprehensive Grant in the amount of \$200,180.00 to conduct a Comprehensive Vehicular Enforcement Program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the Police Department's Comprehensive Vehicular Enforcement Program.

(POLICE DEPARTMENT)

(J) A Resolution amending Resolution 2025-128 authorizing and approving the 2025 Action Plan substantial amendment for the reallocation of Community Development Block Grant (CDBG) Funds.

(COMMUNITY DEVELOPMENT)

20) OTHER BUSINESS

21) EXECUTIVE SESSION

22) ADJOURNMENT BY THE PRESIDING OFFICER

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/S/ AMANDA F. MUELLER
CITY SECRETARY

/S/ THOMAS SCHOENBEIN
MAYOR

Thought for the Week

"Our prime purpose in this life is to help others.
And if you can't help them, at least don't hurt them."
~Dalai Lama~

FINANCE RESOLUTION
NO. 2941

Date: January 6, 2026

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WHEREAS the checks issued by the City Controller of the City of Pasadena, which are annexed hereto and incorporated herein for all purposes, are submitted to the Mayor and City Council of the City of Pasadena,

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA,

THAT the checks issued by the City Controller of the City of Pasadena, annexed hereto and incorporated herein for all purposes, are hereby ratified and approved, as issued.

PASSED by the City Council of the City of Pasadena, Texas, in regular meeting at the City, on this 6th day of January 2026.

APPROVED on this 6th day of January 2026

THOMAS SCHOENBEIN
Mayor
City of Pasadena, Texas

ATTEST:

AMANDA MUELLER
City Secretary
City of Pasadena, Texas

CARI BROWNLEE
City Attorney
City of Pasadena, Texas

CITY CONTROLLER'S OFFICE
CITY OF PASADENA
ACCOUNTS PAYABLE
12/17/2025 THROUGH 01/06/2026

AMEGY BANK OF TEXAS

VENDOR #	VEDNOR NAME	PURPOSE OF PAYMENT	AMOUNT
34394	AETNA	EMPLOYEE DEDUCTIONS	\$ 69,748.52
L21710	AM FAMILY LIFE ASSURANCE COMPANY	EMPLOYEE DEDUCTIONS	11,330.75
L21112	EQUI-VEST LOAN LOCKBOX	EMPLOYEE DEDUCTIONS	1,169.49
L21113	INVESCO INVESTMENT SERVICE INC	EMPLOYEE DEDUCTIONS	150.00
12887	METLIFE-GROUP BENEFITS	EMPLOYEE DEDUCTIONS	12,516.64
L21271	OHIO CHILD SUPPORT PAYMENT CENTRAL	EMPLOYEE DEDUCTIONS	70.62
L21742	POLICE AND FIREFIGHTERS ASSOCIATION	EMPLOYEE DEDUCTIONS	4,846.36
SUBTOTAL - EMPLOYEE DEDUCTION CHECKS MAILED 12.12.25			99,832.38
W45899	4 HORN PROPERTIES - RB LLC	UB REFUND	550.00
W45900	4 HORN PROPERTIES - RB LLC	UB REFUND	550.00
W45930	AGUILAR, MANUEL JR	UB REFUND	6.68
W45957	AGUIRRE, JAVIER	UB REFUND	62.28
W45974	ALANIS MANAGEMENT GROUP LLC	UB REFUND	62.98
W45965	ALVARADO, VIOLETA SELENA	UB REFUND	81.09
W45918	ANCHOR CONSTRUCTION MANAGEMENT	UB REFUND	550.00
W45908	ANTOJITOS RICO MANGO LLC	UB REFUND	254.33
W45938	BAZ LLC	UB REFUND	4,354.24
W45960	BARRERA, JOSEPH CARLOS	UB REFUND	44.34
W45980	BEHNE, HAYDEN N OR	UB REFUND	59.91
W45984	BONURA, DANIEL JOSEPH	UB REFUND	65.83
W45913	BOURQUE, STEPHANIE ROCHELLE	UB REFUND	51.99
W45911	BRAVO, MARICELA CERDA	UB REFUND	107.38
W45921	CAPITAL TRUST REALTY	UB REFUND	68.42
W46005	CASTILLO, LUIS ENRIQUE	UB REFUND	45.46
W45942	CISNEROS, STAPHANY GABRIELLE	UB REFUND	19.49
W45926	COHEN, IDO	UB REFUND	78.63
W45920	CORDOVA, JORGE ARTURO	UB REFUND	82.36
W45972	CORDOVA, KEVIN ARTHUR	UB REFUND	57.68
W45981	CRUZ RODESNO, YERI A OR	UB REFUND	73.71
W45999	DARDON, CARLOS	UB REFUND	88.65
W45940	DAVIS, ANNETTE OR	UB REFUND	72.15
W45948	DE LEON, ALFREDO	UB REFUND	88.99
W45939	DELAO, ANA RAQUEL	UB REFUND	17.20
W45924	DGV INVESTMENTS LLC	UB REFUND	53.64
W45907	EQUIX INTEGRITY SE	UB REFUND	1,058.16
W45917	FLORES, SAMANTHA ANN OR	UB REFUND	65.99
W45986	GAONA, ISAAC EMILIO	UB REFUND	100.93
W45971	GARCIA, HUNTER DRAKE	UB REFUND	31.23
W45909	GARCIA, MARC A AND ALEX	UB REFUND	90.14
W46002	GIBBS, CHASE MICHAEL	UB REFUND	91.04
W45966	GKR PRECISION GRINDING	UB REFUND	80.54
W45982	GONZALES, ROBERTO	UB REFUND	58.77
W45936	GUZMAN, LIANA NICOLE	UB REFUND	31.34
W45968	HAGERTY, CHRISTOPHER LEE	UB REFUND	80.09
W45906	HARVEY BUILDERS	UB REFUND	1,500.00
W46001	HEATON, KRYSTINA NICOLE	UB REFUND	93.64
W45898	HERRERA, TOBY	UB REFUND	67.20
W45904	HOMELIGHT HOMES REAL ESTATE LLC	UB REFUND	62.28
W45897	JIMENEZ-CORDOVA, EMILY OR	UB REFUND	54.15
W45932	JIOVIC REALTY LLC	UB REFUND	54.45
W46000	JOWELL, LORRIE L	UB REFUND	28.23
W46003	UION, ELVIRA ESMERALDA	UB REFUND	68.64
W46007	LITROS TO GO	UB REFUND	497.51
W45987	LOPEZ GUZMAN, LAURO	UB REFUND	88.40
W46006	LOPEZ, JUAN GILBERTO	UB REFUND	81.22
W45973	LUVIANO, ALMA DELIA	UB REFUND	61.98
W45923	MAIN CORNER STORE	UB REFUND	550.00
W45910	MANASHIYA, SALIM S	UB REFUND	83.52
W45928	MARSH, WESLEY RAY	UB REFUND	100.00
W45958	MARTINEZ, SANDRA SILVA	UB REFUND	99.19
W45959	MCDUGLE, PHILIP G	UB REFUND	22.55
W45896	MOJICA, SOCRATES JR	UB REFUND	76.07
W45964	MONTOYA ACOSTA, MARITZA OR	UB REFUND	103.96
W45943	MORAN MENDOZA, RUBEN ALEJANDRO	UB REFUND	20.60
W45912	MURCIA CHAVEZ, JENNY MARICELA	UB REFUND	130.17
W45902	MYND MANAGEMENT	UB REFUND	63.02
W45941	NEY, BONNIE	UB REFUND	26.08
W46004	NICOLAS, NADITH ANDREA OR	UB REFUND	65.77
W45956	PAT BLACK PROPERTIES, LLC	UB REFUND	61.28
W45967	PERALES, JIMMY III	UB REFUND	98.17
W45903	PITSTOP EXPRESS 10	UB REFUND	700.00
W45947	PORTALES RODRIGUEZ, MARCELINO	UB REFUND	6.07
W46010	PULIDO, BIANCA MARIA	UB REFUND	27.80
W45925	REYES, EUSTAVO	UB REFUND	25.51
W45929	RL SITEWORX	UB REFUND	550.00
W45927	ROBERTS, AUBREY LYNN JR	UB REFUND	62.88
W45976	RS HOUSTON OWNER, LP	UB REFUND	76.56

W45931	RS SFR HOLDCO	UB REFUND	35.99
W45975	SANDEL LLC	UB REFUND	18.47
W45916	SANDHU, NICHOLAS R	UB REFUND	18.20
W45963	SARELLANO, HECTOR	UB REFUND	106.22
W45919	SERNA & VAZQUEZ MANAGEMENT CORP	UB REFUND	61.82
W46008	SHAFFER, LISA K OR JAMES S JR	UB REFUND	116.41
W45962	SONNIER, COREY ANDRE	UB REFUND	40.84
W45961	STEIN, JENNIFER MARIE	UB REFUND	96.93
W45985	TRAN BOSQUEZ, CRYSTAL OR JUDY	UB REFUND	63.89
W45937	TREVINO, ANA CRISTINA OR	UB REFUND	71.22
W45946	TURNER, MARTIN B OR MARY C	UB REFUND	402.15
W45922	TWO STEP BLUE LLC	UB REFUND	83.23
W46009	VARGAS RAMOS, ISMAEL	UB REFUND	32.40
W45905	VELASQUEZ, JOSE DIGNO OR	UB REFUND	93.64
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 1.6.26			16,083.97
19965	CAPITAL BANK CARD SERVICE CENTER	FRAMING/COUNCIL MTG DINNER/HOTEL/MYSTERY DINNER TABLE	2,454.86
SUBTOTAL - MAILED 12.19.25 TO AVOID LATE FEES			2,454.86
42137	BRISEYDA BARAJAS	PAL GYM CONTRACTOR	444.00
33312	DWIGHT THOMAS	PAL GYM CONTRACTOR	330.00
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 1.6.26			774.00
9772	A & B ENVIRONMENTAL SERVICES	STORM WATER TESTING	1,035.00
00010879	A & H WRECKER SERVICE	TOWING CHARGES	2,891.80
9367	A T & T	PHONE CHARGES-NOV	705.16
9535	A T & T	NOD CHARGES-NOV	280.80
9535	A T & T	ADI FOR IPFLEX-OCT	615.85
9535	A T & T	INTERNET-DEC	160.00
9535	A T & T	INTERNET-NOV	3,873.77
9925	A T & T	MONTHLY SERVICE-NOV	1,002.98
00008029	A T & T MOBILITY	PHONE CHGS 11/9-12/8	9,053.62
9289	A-PAL'S LOCKSMITH	AUCTION VEHICLE KEYS	2,072.50
00004763	ABC DOORS	OVERHEAD DOOR REPAIR	404.63
18117	ACADIAN AMBULANCE SERVICE OF TEXAS	20-051 EMS SVC-DEC	104,323.05
22569	ACCURATE METER & BACKFLOW, LLC	WAREHOUSE INVENTORY	3,973.20
00010311	ACE MART RESTAURANT SUPPLY	KITCHEN EQUIPMENT	1,739.10
00010045	ACT PIPE & SUPPLY, INC.	WATER REPAIR PARTS	3,729.44
35568	ACTION TOWING, INC	TOWING CHARGES	2,477.60
22567	ACUSHNET COMPANY	GOLF MERCHANDISE	3,064.58
00007869	ADAMS WHOLESALE SUPPLY INC	LANDSCAPING SUPPLIES	1,193.91
44638	AGILITY ENGINEERING & MANAGEMENT	25-008 TO 11/30/25 #6	14,550.00
45953	MARTIN ALFARO	RENTAL DEPOSIT REFUND	100.00
45687	ALL PRO GUTTER CONTRACTORS INC	GUTTER INSTALLATION	2,319.00
22124	ALLEN AND KERBER AUTO SUPPLY	25-034 REPAIR PARTS	3,160.79
32349	AMAZON CAPITAL SERVICES, INC.	REC. SUPPLIES	2,806.46
43822	ANNETTE RAMIREZ	PROPERTY TAX-2025	9,528.12
10524	APPLE TOWING	TOWING CHARGES	480.00
37484	AT&T MOBILITY-CC	DATA SERVICES-AUG	2,516.00
37484	AT&T MOBILITY-CC	DATA SERVICES-SEP	2,516.00
37484	AT&T MOBILITY-CC	DATA SERVICES-OCT	2,516.00
23846	AT&T MOBILITY-FIRST NET	287302553824-NOV	101.89
13398	ATLANTIC DIVING SUPPLY, INC.	25-147 VR SIM. SYSTEM	304,869.11
45990	MARIBEL AVINA	BBALL DUES REFUND	45.00
39444	SELECTIVE GIFT INSTITUTE, INC DBA	SERVICE AWARDS	195.00
00000765	B & H PHOTO VIDEO, INC	MEDIA EQUIPMENT	927.03
29637	BATTLEGROUND CONCRETE	READY-MIX CONCRETE	1,036.00
00020121	BAUER VISUAL GRAPHICS, INC.	RELOCATING PANELS	425.00
00003689	BAY AREA RENTALS	PROPANE	68.00
00003545	BAYWAY LINCOLN MERCURY	AUTOMOTIVE REPAIRS	825.00
41194	BOYER, INC	WW065 PRESTON/FAIRMONT LIFT STATION REHAB PROJECT	649,479.38
9458	C C LYNCH & ASSOCIATES INC	ISCO FLOWMETER SYSTEM	14,304.00
30351	CALLAWAY GOLF SALES CO.	GOLF MERCHANDISE	3,136.47
10946	CALLYO 2009 CORP	SUBSCRIPTION RENEWAL	8,184.00
00030120	CASCO INDUSTRIES INCORPORATED	CLEANING COMPOUND	4,486.00
00004422	CDW GOVERNMENT INC	PRINTER	7,587.98
00051420	CENTERPOINT ENERGY	GAS USAGE 10/21-11/18	2,690.59
00030515	CENTRAL POLICE SUPPLY INC	BADGES/NAME PLATES	16.98
00003760	CERTIFIED LABORATORIES	FUEL ADDITIVE	5,874.50
42558	CHARLIE HINDS WRECKER SERVICE INC	TOWING CHARGES	2,105.20
00003055	CHASTANGS BAYOU CITY FORD TRUCK	25-034 REPAIR PARTS	18,609.06
00031601	CHLORINATOR MAINTENANCE CO.	CHLORINATION MATERIALS	100.00
00001867	CLARK CONDON ASSOCIATES	21-134,24-188 11/3C	808.08
00031205	CLEAR LAKE CITY WATER AUTHORITY	WATER SERVICE-NOV	27,445.74
00006279	CNP HOUSTON ELECTRIC LLC	09-143 ROLLOVER SVCS	1,824.30
12367	COBURNS SUPPLY COMPANY INC.	WAREHOUSE INVENTORY	30,859.73
40257	COMCAST BUSINESS	ETHERNET INTERNET-NOV	3,135.62
8608	COMCAST CABLE	EQUIPMENT RENTAL-DEC	51.57
8608	COMCAST CABLE	SERVICES-DEC	25.78
8608	COMCAST CABLE	INTERNET-DEC	150.76
8608	COMCAST CABLE	ETHERNET INTERNET-OCT	1,463.00
00091358	CORE & MAIN LP	REFUND ON CREDIT MEMO	3,399.24
00000050	D & W CONTRACTORS INC	5191/D063/S142 2025 ASPHALT OVERLAY/PAVING & DRAINING IMPROV	792,297.67
9851	DAMAGE RECOVERY UNIT	CLAIM 23044222	415.00
00005292	DATAVOX	KEYED POWER SWITCH	2,285.62
00008317	DBS TEXAS	25-162 SHIRTS	775.43
00003537	DELL MARKETING LP	25-179 LAPTOP	1,820.00
9372	DEPT OF PUBLIC SAFETY AGENCY 405	BACKGROUND CHECKS	39.00
44120	DIGITAL PROTOTYPE SYSTEMS LLC	25-097 ALARM SYSTEM	7,250.00
00006801	DIR TELECOMMUNICATIONS	LONG DISTANCE-OCT	12,987.01

00040136	DITTA MEAT COMPANY	HOLIDAY LUNCH MEAT	4,570.94
00200012	DSHS CENTRAL LAB MC2004	TCEQ TESTING FOR VOCs	30.00
00050420	EADY INC	TOWING CHARGES	1,333.80
00008181	EBSCO PUBLISHING	CATALOG WEBSITE HOST	24,465.01
00007351	ELEVATOR TRANSPORTATION SERVICES	ELEVATOR SERVICES-DEC	3,316.40
27005	ELM USA	WARRANTY-DISC CLEANER	520.00
16750	ENGIE RESOURCES	ENERGY SVC 9/22-10/20	409.53
22918	ENTECH CIVIL ENGINEERS, INC	22-044 TO 10/31/25#25	41,685.50
22918	ENTECH CIVIL ENGINEERS, INC	21-171 TO 01/31/25#28	41,377.10
9160	ENTERPRISE RENT-A-CAR	20-096 RENTAL EXPENSE	3,115.31
00051111	ERNIE'S RESTAURANT	CATERING-12/12	775.00
33810	JONATHAN ESTRADA	EVENT ITEMS REIMBURSE	76.86
40692	FAIRMONT PET HOSPITAL	25-035 SPAYS/NEUTERS	6,317.04
00060570	FASTENAL COMPANY	WAREHOUSE INVENTORY	35,224.79
39986	FEDERAL EASTERN INTERNATIONAL LLC	POLICE DUTY GEAR	1,060.20
45952	ERICA FERNANDEZ	RENTAL DEPOSIT REFUND	75.00
9796	FIRESAFE PROTECTION SERVICES LP	SMOKE DETECTORS	340.00
8916	FIRETRON, INC	25-072 INSPECTIONS	1,961.50
32778	FLUMP MEDIA DBA FLUMP	POSTCARD CAMPAIGN	6,620.00
45992	SAMANTHA FLORES	BBALL DUES REFUND	45.00
38888	FRONTIER K2, LLC	23-094 TRASH/RECYCLE	456,563.46
41719	ELIAZAR GARZA	ATHLETICS REFUND	45.00
45997	EMILIO GARZA	ATHLETICS REFUND	45.00
9210	GDI TIMS	VEHICLE INSPECTIONS	14.35
41439	GENSERVE LLC	GENERATOR MAINTENANCE	2,600.00
31452	WCA WASTE SYSTEM INC DBA	CITIZEN LANDFILL DUMP	3,847.68
31646	IMPACT PROMOTIONAL SERVICES DBA	24-189 UNIFORMS	23,283.01
00006085	GOVERNMENT FINANCE OFFICERS ASSOC	REVIEW FEE	765.00
00070852	GRISWOLD MOWING & LANDSCAPING	WEED MOWING	3,226.00
10344	GULF COAST PET FOODS	DOG AND CAT FOOD	1,361.50
00080108	HAHN EQUIPMENT CO, INC	24-137 EQUIP & LABOR	123,752.00
00005679	HANCOCK POOL SERVICES INC	POOL PUMP REPLACE	2,950.00
00004636	HARRIS COUNTY TREASURER	25-139 YOUTH COUNSEL	3,721.17
00002137	RION N HART PH D	PSYCH EVALUATIONS	270.00
36717	HAWKINS INC	CHEMICALS	1,224.50
27079	HEIDAKER LAND SERVICES, INC	APPRAISAL	8,100.00
36576	HELFMAN FORD, INC	25-034 REPAIR PARTS	2,391.51
45754	HENNEKE LAND DEVELOPMENT INC DBA	FISH FOR PARK LAKE	2,805.00
00050524	HUBERT E WALTON	DATA DROP INSTALL	1,665.35
44898	BRANDON HOFFELD	PARKING REIMBURSEMENT	16.06
42807	HOLT TRUCK CENTERS OF TEXAS, LLC	REPAIR PARTS	2,115.76
00005133	HEARST NEWSPAPERS LLC	PUBLICATION	5,266.30
00002146	HOUSTON FREIGHTLINER -WESTERN STAR	REPLACEMENT PARTS	1,488.47
00006890	HOUSTON TRUCK PARTS INC	REPAIR PARTS	59.90
00090140	INKSPOT PRINTING	BUSINESS CARDS-NOV	3,129.20
25077	J R SIMPLOT COMPANY	FERTILIZER/SOIL COND	4,703.00
45989	JOE LOPEZ III	RENTAL DEPOSIT REFUND	400.00
00003243	K & K TRACTOR SERVICE	25-057 DEMOLITION	20,429.00
44203	KANOPY	DIGITAL STREAMING	293.00
20839	KIM NEAL & ASSOCIATES, LLC	R090 EL JARDIN BEACH RESTROOMS	76,949.00
39649	KING RANCH AG & TURF	REPAIR PARTS	3,620.73
36614	KNB ENTERPRISES	LIFEGUARD COURSES	1,000.00
8639	KNOX COMPANY	2025-26 CLOUD LICENSE	1,298.00
23520	LC PERSONNEL INC DBA LABOR FINDERS	PERSONNEL SERVICES	2,965.63
22952	LAKE COUNTRY CHEVROLET, INC	VEHICLES	247,115.33
00030475	LARRY CERNOSEK ENTERPRISES INC	TOWING CHARGES	2,485.20
33636	LATHEM TIME CORPORATION	ANNUAL SUBSCRIPTION	952.00
30309	LCEO, LLC	HELMET MOUNTED CAMERA	4,725.00
00000520	TAMMY L LEHEW	RETIREMENT-M CANTU	80.00
17879	LEWIS BRISBOIS BISGAARD & SMITH LLP	38767-14 TO 11/30/25	1,661.00
00002677	LIBERTY EQUIPMENT SALES INC	FUEL PUMP REPAIRS	1,645.00
9193	LION TOTALCARE	REPAIR & LAUNDER PPE	1,026.43
9982	LIVING EARTH	TEXAS HARDWOOD MULCH	2,868.00
00006359	LJA ENGINEERING INC	23-017 STORAGE EVAL	808.87
34797	LONE STAR RECREATION OF TEXAS, LLC	SHIPPING	3,464.62
45994	AMY MANRIQUE	ATHLETICS REFUND	90.00
45995	MARISOL MARTINEZ	BBALL DUES REFUND	45.00
45045	MIRANDA MARTINEZ	RENTAL DEPOSIT REFUND	100.00
15591	JON MATHEWS	CIVIL SVC STIPEND-DEC	150.00
42635	MBCO ENGINEERING, LLC	25-030 TO 11/30/25 #5	22,152.00
27992	BLAIR MCCLURE	CIVIL SVC STIPEND-DEC	150.00
00001304	MCCOYS BUILDING SUPPLY CENTER	LUMBER & MATERIALS	87.52
00002480	MCGRIFF SEIBELS & WILLIAMS OF TEXAS	24-191 CONSULT-DEC	9,583.33
00001203	MEADOR STAFFING	PERSONNEL SERVICES	1,217.70
10456	MERCK ANIMAL HEALTH	FLEA MEDICATION	1,729.30
44096	MERIDIAN SIGNS	PERMIT REFUND	765.00
14589	MERRIAM GROUP LLC DBA ECONOCUTS	25-199 TREE TRIMMING	40,835.92
45993	DANIELLE MEZA	ATHLETICS REFUND	50.00
37841	MIDWEST VETERINARY SUPPLY, INC	25-170 ANIMAL MEDS	2,722.16
00200913	MONUMENT CHEVROLET	25-034 REPAIR PARTS	5,966.80
00000892	MOWERS INC	MISC REPAIR PARTS	143.57
00004375	MULTIFORCE SYSTEMS CORPORATION	SOFTWARE & SUPPORT	6,286.00
45944	DIANNA MUSE	OOP EXPENSE REFUND	43.50
20742	MUSTANG MACHINERY DBA MUSTANG CAT	REPAIR PARTS	419.50
9637	N HOUSTON TRAILER & TRUCK SUPPLY	EQUIP REPAIR PARTS	1,560.00
9062	NAFECO	FF GLOVES	9,200.00
25101	NATIONAL BUSINESS FURNITURE, LLC	OFFICE FURNITURE	4,671.38

00140122	NATIONAL LEAGUE OF CITIES	2026 MEMBERSHIP DUES	12,860.00
11221	NEUTRON INDUSTRIES	GERM CONTROL	1,080.50
31134	NEXTIVA, INC	CLOUD COMM-DEC	265.89
45933	NO TAIL END COFFEE CO	ADULT PROGRAM	200.00
00002370	NOVUS WOOD GROUP	25-073 GREEN WASTE	5,008.50
34955	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	16,130.02
45996	IRCA ORTIZ	RENTAL DEPOSIT REFUND	200.00
45954	BRANDI PADALECKI	RENTAL DEPOSIT REFUND	150.00
45978	SERGIO PADRON	EXAM PREP BOOKS	138.62
45969	MEL PAITA	FULL RENTAL REFUND	356.00
45977	PARK VIEW INTERMEDIATE	DONATION-J ESTRADA	250.00
10009	PASADENA AUTO COLLISION	25-041 VEHICLE REPAIR	12,707.41
11209	PASADENA HOME CENTER	MISC REPAIR PARTS	384.62
00000344	PASADENA NARCOTICS PETTY CASH	PETTY CASH	4,591.00
37291	PASADENA POLICE DEPARTMENT #13414	CIP SOURCE 25-CI-09	2,750.00
00160301	PASADENA TRAILER & TRUCK ACCESSORY	TRAILER	3,875.80
10592	PATTERSON VETERINARY SUPPLY INC	CLEANING CHEMICALS	688.16
31539	PAYMENTUS GROUP, INC	BANK CHARGES-OCT	32.85
00003245	PELTIER BROTHERS CONSTRUCTION	WW076/WW079 JANA LIFT STATION REHAB/EL JARDIN LIFT STATION REPLACEMENT	575,605.00
00160822	PHILLIPS TOWING & RECOVERY	TOWING CHARGES	2,950.00
00161887	PITNEY BOWES	22-022 EQUIP LEASE	1,545.30
11203	PLASTIX PLUS LLC	TRUCK VAULT SECURITY	2,625.00
00161520	POTEET WRECKER SERVICE	TOWING CHARGES	2,366.00
28194	PRECINCT2GETHER, INC	PASADENA SENIORS	177.00
20968	PS LIGHTWAVE, LLC	NETWORK COMM-JAN	636.17
42400	PURCELL CONSTRUCTION, INC	F011 DEMOLITION & RECONSTRUCTION OF FIRE STATION NO 6	264,333.99
45327	PVS DX INC	150# CHLORINE TANKS	240.00
10450	QUICK SHINE CAR WASH	AUCTION CAR WASHES	1,254.00
35004	NANCY RAMIREZ	BBALL DUES REFUND	45.00
00180504	REDS SAFE & LOCK SERVICE, INC.	LOCK BODY REPLACEMENT	781.46
11127	RELIABLE TRANSMISSION	TRANSMISSION REPAIRS	10,316.05
00180530	REPRODUCTION EQUIPMENT SERVICE INC	MAINTENANCE	47.83
00003110	RESERVE ACCOUNT 12415733	MAILROOM POSTAGE	25,000.00
41767	RISING STAR RECRUITING	PERSONNEL SERVICES	21,033.01
45570	ROCKMOUNT RESEARCH AND ALLOYS INC	WELDING SUPPLIES	630.49
44939	LESTER RORICK	CIVIL SVC STIPEND-DEC	150.00
45988	ALMALINDA ROSALES	ATHLETICS REFUND	45.00
00007383	RICHARD H ROWLAND JR	TRACTOR MOW	750.00
19427	S&S INVESTIGATIONS AND SECURITY, IN	25-025 SEC OFFICERS	4,992.00
42576	ALLSOURCE ENTERPRISES OF TEXAS LLC	FIRE TRUCK REPAIRS	21,771.97
00190732	SAM'S CLUB	EVENT RESTOCK ITEMS	3,570.87
45991	NALLELY SANTIAGO	BBALL DUES REFUND	45.00
00193214	SENIOR CENTER PETTY CASH	PETTY CASH-TILL	295.00
9814	SHADES OF TEXAS	PLANTS & TREES	7,928.40
00003135	SHI GOVERNMENT SOLUTIONS, INC.	ADOBE STOCK FOR TEAMS	2,375.88
21856	SIDDONS MARTIN EMERGENCY GROUP	VEHICLE REPAIR PARTS	11,114.67
11135	SILSBEE FORD	VEHICLES	492,960.68
00190135	SIRCHIE FINGER PRINT LABORATORIES	DRUG TESTING KITS	7,195.07
00002669	SOUTH HOUSTON HYDRAULIC EQUIPMENT	EQUIP REPAIR PARTS	184.98
18407	SP STARTEX TRUCK & FABRICATION, LLC	VEHICLE PARTS	1,200.00
41162	SPAY-NEUTER ASSISTANCE PROGRAM INC	25-035 SPAYS/NEUTERS	6,868.00
36916	SPRINGSHARE LLC	RESERVATION WEBSITE	1,550.00
31600	STARLINE EXHIBITS INTERNATIONAL	TABLE COVERS	500.00
00002121	STATE CHEMICAL MANUFACTURING CO	GREASE BLOCKS	2,334.92
00003869	STATE INDUSTRIAL PRODUCTS	FRAGRANCE CUBES-DEC	211.10
00021813	STERICYCLE INC	MED WASTE DISPOSAL	393.33
45893	STRAUS SYSTEMS INC	PERMIT REFUND	460.20
43113	STREAM ENVIRONMENTAL, LLC	USED OIL DISPOSAL	95.00
00007459	STRIPES & STOPS COMPANY INC	25-061 STRIPING	102,210.00
9840	SYSCO HOUSTON	INMATE FOOD	2,157.64
33954	T & W TIRE, LLC	25-134 VEHICLE TIRES	42,454.93
10530	T CONSTRUCTION LLC	WW071 2025 CITYWIDE SANITARY SEWER REHABILITATION	686,609.65
42900	TARTAN OIL LLC	FUEL	33,140.33
34067	TAYLOR MADE GOLF COMPANY	GOLF MERCHANDISE	1,718.14
00006389	TERRACON CONSULTANTS INC	24-150 TO 11/29/25 #3	760.00
00007950	TEXAS ABSTRACT SERVICES	TITLE SEARCHES	600.00
00003941	RONALD C EDWARDS	MONTHLY PEST CONTROL ADOP	960.00
00005913	TEXAS DEPARTMENT OF CORRECTIONS	STORAGE BOXES	1,135.00
32894	TEXAS MATERIALS GROUP, INC DBA	24-245 ASPHALT	15,582.74
00020128	THE BANK OF NEW YORK MELLON	GO REF 2015 AGENT FEE	2,475.00
9550	THE PHOENIX DESIGN GROUP, INC.	CHRISTMAS EVENT DECOR	2,071.82
43945	THERMO FLUIDS, INC	RECYCLE OIL & FILTERS	1,282.25
00000681	THOMASON JEWELRY	RETIREMENT WATCHES	2,800.00
45950	ANTHONY THOMPSON	MILEAGE REIMBURSEMENT	187.95
00004859	TIME MART	PARTS & REPAIRS	350.00
00005305	TML INTERGOVERNMENTAL RISK POOL	INSUR EXP-OCT	28,215.70
10664	TRANSUNION	TLOXP DATABASE SEARCH	608.90
25473	TRIMAX MOWING SYSTEMS, INC	REPLACEMENT PARTS	382.50
45005	TRIPLE J CONTRACTORS LLC	REPLACE ENTRY WAYS	36,998.87
18988	TRUGREEN LIMITED PARTNERSHIP	LAWN SERVICE	307.00
39108	TURF AGGREGATES LLC DBA TURF	GOLF COURSE SAND	1,368.53
14819	TYLER TECHNOLOGIES, INC.	IMP REMOTE-J FINCH	7,400.00
35174	UCP PHYSICIANS OF CENTRAL TEXAS	DRUG SCREEN/PHYSICALS	1,331.00
10646	UNIFIRST	WEEKLY UNIFORM RENTAL	1,334.23
00006668	USA BLUE BOOK	HYDRANT REPAIR KITS	3,212.78
44337	USIO OUTPUT SOLUTIONS INC	25-060 MAIL SERVICE	1,675.82
44337	USIO OUTPUT SOLUTIONS INC	25-060 MAIL SERVICE	19,338.85

9729	PAT VAN HOUTE	TRAVEL REIMBURSEMENT	62.94
00007176	VERIZON WIRELESS	AIRCARD	987.49
00007176	VERIZON WIRELESS	AIRCARD	1,691.66
00007176	VERIZON WIRELESS	AIRCARD	533.87
10923	VOIANCE LANGUAGE SERVICES, LLC	13-103 LANG SVC-NOV	762.28
41723	AMANDA VOLPER	ATHLETICS REFUND	45.00
00002071	WASTE MANAGEMENT	SERVICES	491.25
00002071	WASTE MANAGEMENT	SERVICES	17,746.26
00002071	WASTE MANAGEMENT	SERVICES	16,554.93
00002071	WASTE MANAGEMENT	SERVICES	365.46
00002071	WASTE MANAGEMENT	SERVICES	428.21
00002071	WASTE MANAGEMENT	SERVICES	28,819.20
00002071	WASTE MANAGEMENT	SERVICES	428.78
00002071	WASTE MANAGEMENT	SERVICES	24,392.73
00002071	WASTE MANAGEMENT	SERVICES	130.83
00002071	WASTE MANAGEMENT	SERVICES	971.35
00002071	WASTE MANAGEMENT	SERVICES	521.86
00002071	WASTE MANAGEMENT	SERVICES	1,123.99
00002071	WASTE MANAGEMENT	SERVICES	195.69
00002071	WASTE MANAGEMENT	SERVICES	482.75
00002071	WASTE MANAGEMENT	SERVICES	439.27
00002071	WASTE MANAGEMENT	SERVICES	172.01
00002071	WASTE MANAGEMENT	SERVICES	198.00
00002071	WASTE MANAGEMENT	SERVICES	144.00
00002071	WASTE MANAGEMENT	SERVICES	600.00
00002071	WASTE MANAGEMENT	SERVICES	60.08
00002071	WASTE MANAGEMENT	SERVICES	1,059.66
00002071	WASTE MANAGEMENT	SERVICES	329.25
00002071	WASTE MANAGEMENT	SERVICES	861.77
00002071	WASTE MANAGEMENT	SERVICES	172.01
00002071	WASTE MANAGEMENT	SERVICES	377.08
00006146	WASTE MANAGEMENT	SERVICES	2,454.97
26673	WAY-TECH, INC	F014 CONSTRUCTION OF FIRE STATION NO 7	619,299.10
23961	WEST SANITATION SERVICES, INC	AIR FRESHENER	184.00
00010032	WILKINS & ASSOC. / ADS CUSTOM SIGNS	WRECKER PERMIT DECALS	651.90
44114	WINSTON-COX WATERWORX OF HOUSTON	CITY WATER-SPLASH PAD	652.43
39420	WORK SHIELD LLC	WORKSHIELD-DEC	1,884.09
00006749	WORTH HYDROCHEM OF HOUSTON	MAINTENANCE-DEC	720.00
14560	APPLICANTPRO	HIRING SOFTWARE	13,726.00
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 1.6.26			6,683,312.31
PER CHECK REGISTER CK# XX3985 - XX4367			\$ 6,802,457.52

ITEM ONE
PERSONNEL REQUESTS

January 6, 2026

A. REGULAR EMPLOYEES

1. RECOMMENDED EMPLOYMENT *

Avram Esquivel	Street Cleaner II, Clean Streets, 15300-3480-5, \$1,184.00 b/w, effective 1/7/26
Ibrahim Farouk	Maintenance Technician V, Fleet, 20300-2290-2, \$1,800.00 b/w, effective 1/7/26
Marcelino Gomez	PT Pooled Parks Position, Parks, 15100-2857-1, \$12.00/hr., effective 1/7/26
Francisco Herrera	Utility Maintenance Technician III, Water Distribution, 30500-3670-2, \$1,484.00 b/w, effective 1/7/26
Mason Hill	PT Pooled Golf Course Worker, Golf Course, 15400-2765-1, \$12.00/hr., effective 1/7/26
Michael Ladner	Parks Worker I, Parks, 15100-2480-13, \$1,160.00 b/w, effective 1/7/26
Jaxon Neitz	PT Pooled Golf Course Worker, Golf Course, 15400-2765-1, \$12.00/hr., effective 1/7/26
Michael Pitts	Utility Maintenance Technician I, Wastewater Maintenance, 30400-3650-4, \$1,184.00 b/w, effective 1/7/26
Ramiro Rangel	Maintenance Technician IV, Fleet, 20300-2280-1, \$1,484.00 b/w, effective 1/7/26
Daniel Villarreal	Maintenance Technician V, Fleet, 20300-2290-3, \$1,800.00 b/w, effective 1/7/26

2. NOTICE OF SUSPENSIONS

3. NOTICE OF RESIGNATIONS

Jadasha Scott	Police Service Officer I, Police Operations, effective 12/10/25

4. NOTICE OF RETIREMENTS

5. NOTICE OF DEATHS

B. FINANCE DEPARTMENT

1. RECOMMENDED EMPLOYMENT *

2. REINSTATEMENTS *
3. NOTICE OF SUSPENSIONS
4. NOTICE OF RESIGNATIONS
5. NOTICE OF RETIREMENTS
6. NOTICE OF DEATHS
7. ADMINISTRATIVE CHANGES IN FINANCE PERSONNEL

C. ADMINISTRATIVE CHANGES IN PERSONNEL *

D. INTRODUCTION OF NEW EMPLOYEES

* Require Approval of Council

**PRE-COUNCIL MEETING
CITY OF PASADENA**

December 16, 2025 – 5:30 p.m.

MINUTES

CALL TO ORDER

Mayor Schoenbein called the Pre-Council Meeting to order. Proceeded to go over the agenda.

19) – (A)-(2) FIRST READINGS:

Item (H) – Councilmember Van Houte questioned the amount of money being spent on the acquisition of property. Discussion followed between Councilmember Van Houte, Mayor Schoenbein, and Robin Green, Director of Public Works. Councilmember Valerio questioned the current property owner's affiliation with Councilmember Fusilier Jr. Mayor Schoenbein advised that the business owner selling the property is the father of Councilmember Fusilier Jr., and that the Councilmember had submitted a Conflict of Interest form for that business and will be abstaining from voting on that item.

Item (B) – Councilmember Heredia Sr. asked for clarification on what the new fees will be and the current volume being taken in for this garden. A short question/answer session followed between Councilmember Heredia Sr. and Jason Ross, Parks and Recreation Director.

ADJOURNMENT

5:40 p.m. – Mayor Schoenbein adjourned the Pre-Council Meeting.

**RECORD OF PROCEEDINGS
CITY OF PASADENA**

December 16, 2025 – 6:00 p.m.

CALL TO ORDER

The regular Council Meeting of the City of Pasadena, Harris County, Texas, was called to order by Mayor Schoenbein.

ROLL CALL

COUNCIL PRESENT:

Mayor Thomas Schoenbein

CARLOS HEREDIA SR. - District A
BIANCA VALERIO - District B
EMMANUEL GUERRERO - District C

JONATHAN ESTRADA - District E
DOLAN DOW - District F
JOHNNY FUSILIER JR. - District G

Also present at the Council table was Amanda Mueller, City Secretary

INVOCATION – Cristina Womack - President & CEO, Pasadena Chamber of Commerce

PLEDGES OF ALLEGIANCE – Councilmember Emmanuel Guerrero

COMMUNITY INTEREST COMMENTS IN ACCORDANCE WITH CHAPTER 551.0415 OF THE GOVERNMENT CODE

Councilmember Guerrero – Wished everyone a good evening. Commented that he had recently been to New York, and while there, they received 6 inches of snow. Thanked the Mayoral Citation recipients for their service and commitment. Thanked everyone for attending the meeting.

Councilmember Van Houte – Thanked Shelley Fuller, Project Joy & Hope, for the chocolates she gave to the Councilmembers. Explained all that this organization does to help the community. Announced that the Animal Shelter will be having a special on pet adoptions. Gave information on the price of the animals and what will be included in the adoption fee. Provided an update on projects that have been completed in District D. Hopes that everyone has a peaceful holiday.

Councilmember Estrada – Welcomed everyone to the meeting. Wished everyone a happy and safe holiday. Asked everyone to support Project Joy & Hope. Thanked Ms. Fuller for all that she does for the community.

Councilmember Dow – Wished everyone a Merry Christmas. Urged everyone to remember who and why we are celebrating. Thanked Ms. Fuller for her generosity. Recognized members of the Fire Department in the audience.

Councilmember Fusilier Jr. – Thanked Ms. Fuller for the chocolates. Also, thanked the firefighters for all they do for the city. Talked about the first Wellness on Wheels holiday community bike ride event that he and his daughter participated in. Recognized everyone who helped contribute to this event to make it a huge success. Wished everyone a very Merry Christmas.

Councilmember Styron – Wished everyone a Merry Christmas and Happy New Year. Thanked Ms. Fuller for the chocolates and Project Joy & Hope for all they do for the community. Announced that the Officer Santa and Toys for Tots programs were able to provide over 450 families with toys.

Councilmember Heredia Sr. – Thanked everyone for being at the meeting. Wished everyone a Merry Christmas. Commented that he appreciates the Police Department and Fire Department for keeping all of the citizens safe. Gave an update on construction projects happening in District A. Thanked Cristina Womack for her invocation and all her advocacy and hard work for the City and Chamber.

Councilmember Valerio – Wished everyone a Merry Christmas and Happy Holidays. Thanked everyone who helps to make all of the City of Pasadena holiday events fun and safe. Recognized former Councilmember Bruce Leamon in the audience.

Mayor Schoenbein – Recognized Julie Wilson, Clean Streets Department, for the magnificent work she did in decorating the Council Chamber. Commented that it looks very festive.

CITIZENS WISHING TO ADDRESS COUNCIL

****NOTE**** At this time, Mayor Schoenbein reminded citizens who signed up to speak that they need to address the council as a whole, not the audience, and to respect one another.

The following citizens addressed the council:

Larry Cernosek
Cristina Womack
Robert Jeter III
Stephen Alvarez
Eric Sanchez

DOCKETED CITY COUNCIL HEARINGS

(A) Public Hearing - Parks and Recreation Department Standards of Care.

****NOTE** 6:20 p.m.** – At this time, Mayor Schoenbein opened the Public Hearing for Item (A), inviting comments from the audience or Councilmembers.

Mayor Schoenbein - Noted that no citizen signed up to speak and address the Council. Asked if there was anyone there to speak at the public hearing.

****NOTE** 6:21 p.m.** – At this time, Mayor Schoenbein closed the Public Hearing for Item (A) and reconvened the Council Meeting.

PRESENTATION OF PROCLAMATIONS, AWARDS, AND COMMUNITY EVENTS

(A) Mayoral Citations

****NOTE**** At this time, Mayor Schoenbein presented Mayoral Citations to the following first responders for their brave actions in rescuing five individuals who were trapped on a balcony during an apartment fire.

Pasadena Fire Department:

E42 – Lt. Jose Aguilar, Firefighter Cobra Jones, Firefighter Carlos Perez, and Driver Mike Menendez

E32 – Driver James Qualls, Captain William Hale, and Firefighter Sergio Pardon

L7 - Lt. Ben Lowe and Firefighter Cameron Lowe.
District Chief @ Fire Station 7 - Robert Cooper

Pasadena Police Officers:

Officer R. Quintanilla, Officer J. Perez, and Officer B. Martinez

PROPOSALS FOR CITY BUSINESS

PRESENTATION OF MINUTES – December 2, 2025 – 10:00 a.m.

Councilmember Estrada moved, seconded by Councilmember Styron, that the Minutes from the December 2, 2025, Council Meeting be APPROVED. MOTION CARRIED, UNANIMOUS.

PRESENTATION OF MINUTES OF SPECIAL MEETING

CONTRACT CHANGE ORDERS

PROGRESS PAYMENTS

- (A) Contractor: Brooks Concrete, Inc.
Estimate No.: Six (6)
Amount: \$283,819.03
Project: 2025 Annual Sidewalk Improvements
Project No.: S143
Ordinance No.: 2025-002

- (B) Contractor: Christensen Building Group
Estimate No.: Twenty-Two (22)
Amount: \$156,091.90
Project: Pasadena Police Annex Building
Project No.: P010
Ordinance No.: 2023-247

- (C) Contractor: McKinney Construction, Inc.
Estimate No.: Fourteen & Final (14 & Final)
Amount: \$84,273.21
Project: 2023 Citywide Waterline Improvements
Project No.: W069
Ordinance No.: 2023-002

- (D) Contractor: Purcell Construction
Estimate No.: Nine (9)
Amount: \$476,926.55
Project: Demolition & Reconstruction of Fire Station No. 6
Project No.: F011
Ordinance No.: 2024-112

- (E) Contractor: T Construction, LLC.
Estimate No.: Seven (7)
Amount: \$124,840.81
Project: 2025 Citywide Waterline Replacement

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Progress Payments (A), (B), (C), (D), and (E) be APPROVED. MOTION CARRIED, UNANIMOUS.

FINANCE RESOLUTION NO. 2940 MISC. CLAIMS & INVOICES

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Finance Resolution 2940 be APPROVED.

"Abstain" - Councilmember Dow abstained from voting on any item on the Finance Resolution having to do with "Dow Pipeline and Fencing" pursuant to Texas Local Government Code, Section 174.004.

MOTION CARRIED, UNANIMOUS.

PERSONNEL CHANGES

- (A) REGULAR EMPLOYEES
- (B) FINANCE DEPARTMENT EMPLOYEES
- (C) ADMINISTRATION CHANGES IN PERSONNEL
- (D) INTRODUCTION OF NEW CITY EMPLOYEES

Councilmember Guerrero moved, seconded by Councilmember Styron, that Personnel Changes (A) and (C) be APPROVED.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

MAYORAL APPOINTMENTS

CITY BOARDS AND COMMISSIONS REPORTS

REPORTS OF COMMITTEES **MAYOR'S REPORT**

ORDINANCES

FINAL READINGS

ORDINANCE 2025-241 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Northstar Industries (Marine Services LLC
City of Pasadena – Council Meeting 5 Minutes: 12-16-25 6:00 p.m.

DBA Northstar Industries) for pump repair services for the Wastewater Maintenance Department.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-241 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-242 - An Ordinance authorizing and approving a one-year extension of the agreement between the City of Pasadena, Texas, and John Eric Hebert dba Auctions by Bear for auctioneer services to sell certain abandoned and impounded vehicles, retired City rolling stock, equipment, and other surplus.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-242 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-243 - An Ordinance authorizing and approving the annual maintenance agreement by and between the City of Pasadena, Texas, and Tyler Technologies, Inc. for the EnerGov-EAM software; and appropriating the amount of \$279,608.94.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-243 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-244 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 17, Article IV, Garage Sales, by amending Section 17-82 to allow a garage sale at an address once within a four-month period, and to allow a one-time exemption to this interval when there has been a change of resident; providing a repealing clause; providing a savings clause; providing for severability; and providing a penalty.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-244 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-245 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Core & Main LP (Core & Main) for purchase by the City of Pasadena, Texas, of 231 Neptune meters; and appropriating the amount of \$678,068.52.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-245 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-246 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and JS MD Sigma PLLC (Sigma Tactical Wellness) for the administration of wellness screenings for sworn officers of the Pasadena Police Department for a total amount of \$124,740.00.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-246 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-247 - An Ordinance authorizing and approving the acceptance of a grant from the Texas General Land Office for Community Development Block Grant –

Disaster Recovery Reallocation Program (CDBG-DRRP) in the amount of \$6,000,000.00 for Red Bluff Terrace PH I (CIP #S248) and appropriating \$600,000.00 from the General Fund Balance Account.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-247 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-248 - An Ordinance authorizing and approving the acceptance of a grant from the Texas General Land Office for Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP) in the amount of \$5,000,000.00 for Red Bluff Terrace PH II (CIP #S249) and appropriating \$787,742.00 from the General Fund Balance Account.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2025-248 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

FIRST READINGS

ORDINANCE 2025-249 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add a fee of \$80.00 per session for Karate Classes, to be effective as of April 1, 2026; providing a repealing clause; providing a savings clause; and providing for severability.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-249 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-250 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add new rental fees for the Vince Bayou Community Garden, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-250 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-251 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add new rental fees for the Burke Crenshaw Playground Pavilion, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-251 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-252 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 24, Parks and Recreation, Section 24-13 Fees, to add an annual fee of \$25.00 for the use of a small garden bed at the Vince Bayou Community Garden, to be effective upon passage; providing a repealing clause; providing a savings clause; and providing for severability.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-252 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-253 - An Ordinance authorizing and approving adopting a Standards of Care as required by the State of Texas' Human Resources Code, Subchapter C, Section 42.041 for elementary age recreation programs operated by a municipality.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-253 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-254 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and Public Management, Inc. for post-funding administration services as described under Ordinance 2025-053 for the Golden Acres WWTP Solids System Improvements and Vince Bayou WWTP Solids Systems Improvements (CIP #WW093 and #WW098) Projects from the Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-254 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-255 - An Ordinance authorizing and approving the City's acceptance of a Temporary Construction Easement from Pasadena Trails Resident Owned Community, Inc. in connection with the Pasadena Blvd. Lift Station replacement (CIP #WW081) Project.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-255 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-256 - An Ordinance determining the public necessity for and authorizing the acquisition of a 0.0196 acre tract of land located in the Fabricus Reynolds Survey, Abstract No. 643, for the Olson Lift Station Replacement Project (CIP #WW078); and appropriating \$20,190.00 from the other charges budget contingency account for this acquisition.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-256 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

"Abstain" – Councilmember Fusilier Jr. abstained from voting pursuant to Texas Local Government Code, Section 174.004.

ORDINANCE 2025-257 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Boyer, Inc. for the Crenshaw PRV Building Improvements Project (CIP #WW077) for a total appropriation of \$989,321.85 from the System Fund Retained Earnings Account and the FEMA Harvey Public Assistance Grant.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-257 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-258 - An Ordinance authorizing and approving an amendment to Ordinance 2021-150 with Tyler Technologies, Inc., requesting the addition of 240 additional Implementation hours for the Tyler Munis Software.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-258 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2025-259 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Brooks Concrete, Inc. for the 2026 Sidewalk Improvements (CIP #S146); for a total appropriation in the amount of \$1,126,550.00.

Councilmember Dow moved, seconded by Councilmember Styron, that Ordinance 2025-259 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

EMERGENCY READINGS

ISSUANCE OF OBLIGATIONS

RESOLUTIONS

RESOLUTION 2025-219 – A Resolution designating Friday, December 26, 2025, as an approved employee holiday for calendar year 2025.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-219 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-220 – A Resolution accepting a donation of \$100.00 from Capital Bank Pasadena Public Relations for use by Volunteer Pasadena in connection with Food Drive 2025.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-220 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-221 – A Resolution accepting a donation in the amount of \$1,000.00 from the Southeast Regional Local Emergency Planning Committee (LEPC), \$2,000.00 from Pasadena Lions Club Charities, and \$100.00 from M.P. Jackson for use by Volunteer Pasadena for Food Drive 2025.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-221 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-222 – A Resolution accepting a donation in the amount of \$501.00 from Laura B. Mireles for use by Volunteer Pasadena for Food Drive 2025.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-222 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-223 – A Resolution authorizing and accepting an in-kind donation of seed packets valued at \$875.00 from Walmart for use by the Parks and Recreation Department for the Vince Bayou Community Garden.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-223 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-224 – A Resolution accepting a donation of \$500.00 from Shell Federal Credit Union for use by the Parks and Recreation Department in connection with the Annual Christmas Tree Lighting event.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-224 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2025-225 – A Resolution accepting an in-kind donation of generators and light towers valued at \$1,480.00 from Sunbelt Rentals for the City of Pasadena Parks & Recreation Department in connection with the Christmas Tree Lighting event on December 5, 2025.

Councilmember Van Houte moved, seconded by Councilmember Heredia Sr., that Resolution 2025-225 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT BY THE PRESIDING OFFICER

Mayor Schoenbein – Wished everyone a very Merry Christmas and a Happy New Year.

Without objection, Mayor Schoenbein adjourned the meeting at 6:34 p.m.



Amanda F. Mueller, City Secretary

1-6-26
Agenda

AGENDA REQUEST

2A

☒ ORDINANCE ☐ RESOLUTION

NO: 2026-

CAPTION: An Ordinance authorizing and approving a contract with Santos Hernandez for karate lessons provided through the Parks and Recreation Department.

RECOMMENDATIONS & JUSTIFICATION: Authorizing and approving the Karate Programming contract between the City of Pasadena, Texas and Santos Hernandez for karate lessons until December 31, 2026 through the Parks and Recreation Department.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

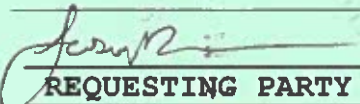
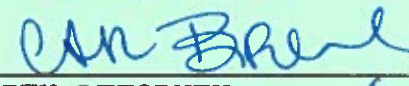
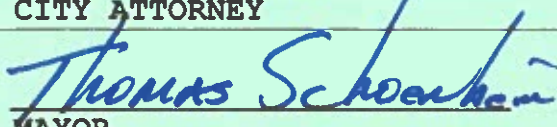
BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☐

See attached Certification

COUNCIL ACTION

 DATE: 12/17/2025 REQUESTING PARTY (Jason Ross)	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED:	

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract with Santos Hernandez for Karate Lessons to be provided through the Parks and Recreation Department.

WHEREAS, the Parks and Recreation Department recommends approval of the Programming contract between the City of Pasadena, Texas and Santos Hernandez for provision of Karate Lessons through December 31, 2026; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", between the City of Pasadena, Texas and Santos Hernandez for Karate Lessons until December 31, 2026 through the Parks and Recreation Department, is hereby authorized and approved.

SECTION 2. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed agreement document and counterparts thereof.

SECTION 3. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject

of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this
the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of
the City of Pasadena, Texas in regular meeting in the City
Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

Expiration Date: December 31, 2026

CITY OF PASADENA
PARKS AND RECREATION DEPARTMENT
INSTRUCTIONAL SERVICES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This INSTRUCTIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of the date last specified herein by and between the CITY OF PASADENA, a municipal corporation situated in Harris County, Texas (the "City") and **Santos Hernandez, (The "Instructor")**.

WITNESSETH:

WHEREAS, the Parks and Recreation Department of the City conducts various instructional programs available to the public; and

WHEREAS, the Instructor has agreed to provide instructions in the field of Karate Lessons (Class Offered), hereinafter called the instructor's expertise, in exchange for the consideration herein;

NOW, THEREFORE, for and in consideration of the provisions and mutual covenants herein contained the City and the Instructor hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS

1. "City" is defined in the preamble hereof and includes its successors and assigns.
2. "Director" means the director of the Parks and Recreation Department or such other person designated from time to time by the Director by written notice to the instructor to administer this Agreement on behalf of the City.
3. "Instructor" is defined in the preamble hereof and includes its successors and assigns.
4. "Session" means a finite period of instruction in the field of the instructor's expertise that commences and ends on a date certain. More than one Session may be taught by the Instructor during the term of this Agreement.

ARTICLE II. SCOPE OF SERVICES

2.01 -- Services in General.

During the term of this agreement the Instructor shall:

1. Provide instructional services of the highest quality in connection with each Session taught by the Instructor;
2. Exhibit a professional attitude toward all students;

3. Coordinate the performances of services in writing hereunder with the Director or such other persons as the Director may specify;
4. Attend meetings with the Director determined to be necessary by the Director;
5. Make periodic verbal or written reports and recommendations to the Director with respect to condition, transactions, situations, or circumstances encountered by the Instructor relating to the services to be performed under this Agreement;
6. Assist the Director in registering students for each Session (upon request of the Director);
7. Develop a curriculum of instruction for each Session which must be approved in writing by the Director prior to its implementation;
8. Conduct each Session in accordance with all applicable general policies, standards, rules, and regulations, if any, developed by the Director or the City Council; and
9. Conduct the number of Sessions scheduled by the Director.
 - a. Make arrangements for notification of any cancellation and notify students of makeup day.
10. The Instructor shall not permit an individual to participate in a Session at Parks and Recreation Department unless the individual has registered prior to attending the Session and paid the required registration fees to the City, however, the city may allow certain persons to attend a class without paying a fee in which event the compensation to the instructor shall be adjusted as indicated by the compensation addendum.

2.02 -- Qualifications.

The Instructor shall possess the following qualifications:

Five (5) years of experience as a Karate Instructor or combination of relevant experience.

ARTICLE III. CITY'S DUTIES

The Director shall have sole authority to establish Session fees, allocate class space, schedule Session(s) and determine the number of participants per Session. All participants' fees shall be exclusively collected by the Director or his designee. The City owns or leases premises which are determined to be better equipped for such Session. In the event the Instructor provides instructional services at the premises owned or leased by the Instructor, the Instructor shall comply with the provisions of Article V hereof.

ARTICLE IV. COMPENSATION

For instructional services rendered in accordance with the terms of this Agreement the City shall pay the Instructor according to the compensation addendum attached hereto.

The City shall pay the Instructor for the Sessions completed each month within 30 days of completion of each month's sessions. Payment shall be made by City check to the Instructor and mailed to the instructor's current address for notices.

ARTICLE V. INSTRUCTOR-OWNED OR LEASED PREMISES

5.01 -- Maintenance.

In the event that a Session or Sessions are taught at premises owned or leased by the Instructor, then the Instructor shall maintain the premises in a clean condition at Instructor's cost. In addition, the Instructor shall keep the premises in good and sound state of repair. The Instructor shall not permit a condition to exist or situation to develop which could endanger the lives or health of the participants in a Session.

The City shall in no way be responsible for damages caused to the premises owned or leased by the Instructor as a result of the use of the premises in connection with a Session.

5.02 -- City's Right-of-Entry.

The Director may enter onto or upon the premises owned or leased by the Instructor during the hours in which a Session is being conducted or at other times mutually agreeable to the Director and the Instructor to ensure that the Instructor is complying with the terms of this Agreement.

Such entry shall not constitute a trespass nor give the Instructor a cause of action for damages against the City.

ARTICLE VI. INSURANCE AND LIABILITY

6.01 -- Insurance Coverage Requirements.

The Instructor shall provide and maintain certain insurance in full force and effect at all times during the term of this Agreement. Instructor shall supply copy of insurance to Parks and Recreation Department without any lapse of coverage. Such insurance is described as follows:

- a) Risks and Limits of Liability. The insurance, at a minimum, must include the following coverage and limits of liability:

(Coverage)	(Limit of Liability)
(1) Worker's Compensation	Statutory
(2) Commercial General	Bodily Injury and Property Damage Combined Limits of \$1,000,000.00 Each Occurrence and \$1,000,000.00 Aggregate.
- b) Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the state of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Director as to conformance with these requirements.
- c) Insured Parties. Each policy must name the Instructor and the City (and the officers, agents, and employees of the City) as insured parties.
- d) Deductibles. A policy may contain deductible amounts only if the Director approves the

amount and scope of the deductible. The Instructor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents or employees.

- e) Cancellation. Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Director of the Parks and Recreation Department.
- f) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- g) Liability for Premium. If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Instructor for any further premium payment and has no right to recover any premium from the City.

(1) Delivery of Policies. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Instructor with the Director prior to the beginning of the term of this Agreement.

Failure on the part of the Instructor to furnish a new policy or certified copy thereof, before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, will constitute a default on the part of the Instructor entitling the City, at its option, to terminate its duties and the Instructor's rights under this Agreement and constitutes immediate termination of contract upon at least three (3) days' notice in writing to the Instructor.

6.02 -- Liability.

The City shall not in any way be liable for any damages or injuries to the Instructor, its officers, agents, employees, guests, or the participants in a Session or to any property of any such person occurring on the premises owned or leased by the Instructor.

ARTICLE VII. INDEMNIFICATION

THE INSTRUCTOR SHALL KEEP AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL COSTS, LIABILITIES, DAMAGES OR EXPENSES OF ANY NATURE AND HOWSOEVER CAUSED, CLAIMED OR RECOVERED BY ANYONE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE INSTRUCTOR THAT

THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE INSTRUCTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSIONS OF THE INSTRUCTOR'S AGENTS, EMPLOYEES, AND OFFICERS SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF THE INSTRUCTOR. THIS CLAUSE SHALL SURVIVE THE TERMINATION, EXPIRATION, AND CANCELLATION OF THIS AGREEMENT.

ARTICLE VIII. TERM AND TERMINATION

8.01 -- Term.

The term of this Agreement shall commence on the date of the last party to sign as set out below and terminate on the 31st day of December, 2026. More than one (1) Session may be scheduled by the Director during the term of this Agreement.

8.02 -- Termination.

(a) Without Cause.

Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party; provided, however, that the Instructor may not discontinue the performance of services hereunder during a Session without the prior written approval of the Director.

(b) For Cause.

The Director may terminate the instructor's performance of services hereunder upon default of the Instructor. Default by the Instructor shall occur if the Instructor has made any false or misleading statements or representations concerning his credentials or character or fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by the Instructor. Should such a default occur, the Director shall have the right to terminate the Instructor's services as of the fifth (5th) day following the receipt by the Instructor of a notice from the Director describing such default and intended termination, provided such termination may be stayed, at the sole option of the Director, pending cure of the default.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01 -- Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in the United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below on the signature page or at such other address as the receiving party may have theretofore described by notice to the sending party.

9.02 -- Applicable Law.

The Instructor covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to or touching upon the Instructor's services to be provided hereunder and provide proof thereof as necessary to the Parks and Recreation Department.

9.03 -- Licenses and Permits.

The Instructor shall obtain all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the Instructor's performance of services hereunder and provide proof thereof to the Parks and Recreation Department.

9.04 -- Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein.

9.05 -- Remedies Cumulative.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City or Instructor, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

9.06 -- Place of Performance.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.07 -- Relationship of the Parties.

The relationship of the Instructor to the City shall be that of an independent contractor. Consequently, the City shall not deduct withholding or social security taxes from any compensation paid to the Instructor. In addition, the City shall not provide worker's compensation or liability protection for the Instructor. The Instructor shall be responsible for his/her own safety and recognizes that by providing the services hereunder he/she may be liable for self-employment taxes. The Instructor agrees that the City shall in no way be liable for any damages or injuries to the Instructor, its officers, agents, employees or participants of the Sessions, or to any property of such persons occurring on the City's premises in connection with the Instructor's performance of services hereunder.

9.08 -- Assignment.

The Instructor shall not assign this Agreement without the prior written consent of the Director. Any assignment without written consent shall be an event of default. The Instructor shall be personally present at all sessions.

9.09 -- Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the Instructor only.

9.10 -- Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9.11 -- Captions.

The captions of the Articles of this Agreement are inserted for convenience only, and are not intended and shall not be construed to effect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

9.12 -- Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

IN WITNESS WHEREOF, the City and the Instructor have made and executed this Agreement in multiple copies, each of which shall be an original.

CITY OF PASADENA:	INSTRUCTOR: Santos Hernandez
By: X Director, Parks and Recreation Department	Name: X  Instructor
Date:	Date: 12/16/2025
City of Pasadena Park and Recreation Department 3111 San Augustine Pasadena, TX 77503-2954	Instructor
	Name: Santos Hernandez
	Address: 10403 Kirkwren Dr
	City/State/Zip Houston, Texas 77089
	Home Phone: (713) 240-3334
	Work Phone: (713) 459-6268

COMPENSATION ADDENDUM
TO
INSTRUCTIONAL SERVICES AGREEMENT

The compensation for Santos Hernandez, Instructor in the foregoing Agreement is per student flat rate or hourly rate as follows:

1. Based on:

1.1 75% of Program Participant Fees.

2. Based on fees paid.

2.1 NA

3. Based on a combination of situations 1 and 2.

3.1 To include the percentage fee plus the hourly fees but such total compensation shall not to exceed \$ NA/hour.

3.2 The hours to be compensated shall be the total class per day multiplied by the following factor to provide for set up and break down as may be required by the director.

3.2.1 Factor 1

4. Other compensation: NONE

CITY OF PASADENA:

Signed: X Director, Park and Recreation Department	Signed: X  Instructor
Date:	Date: 12/16/2025

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2B NO: 2026-

CAPTION: An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 3 - Alcoholic Beverages, by amending Section 3-4 - License Issuance Prohibited in Certain Areas; providing a repealing clause; providing a savings clause and providing a severability clause.

RECOMMENDATIONS & JUSTIFICATION: This Ordinance amends Section 3-4 of the Code of Ordinances to align the City's distance measurement method with the Texas Alcoholic Beverage Code by clarifying the standard for measuring from public and private schools and expands protections by prohibiting license issuance within the specified distance of day care centers or child-care facilities. These changes ensure consistency with state law, strengthens safeguards for children, and reduces ambiguity in enforcement.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☐

See attached Certification

		COUNCIL ACTION	
		FIRST READING:	FINAL READING:
Melissa Tamez Melissa Tamez REQUESTING PARTY (TYPED)	DATE: 12/16/25		
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
City Attorney		DATE	DATE
Thomas Schoenbein MAYOR		DEFERRED:	

ORDINANCE NO. 2026 - _____

An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 3 - Alcoholic Beverages, by amending Section 3-4 - License Issuance Prohibited in Certain Areas; providing a repealing clause; providing a saving clause and providing a severability clause.

WHEREAS, amending Chapter 3 of the Code of Ordinances includes amending Section 3-4 of the Code of Ordinances to align the City's distance measurement method with the Texas Alcoholic Beverage Code by clarifying the standard for measuring from public and private schools and expands protections by prohibiting license issuance within the specified distance of day care centers or child-care facilities. These changes ensure consistency with state law, strengthen safeguards for children, and reduce ambiguity in enforcement;

NOW, THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this resolution.

SECTION 2. That Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Pasadena, Texas is hereby amended at Section 3-4, License Issuance Prohibited in Certain Areas, to hereafter read as shown on the attached Exhibit "A".

SECTION 3. That all ordinances in force when this Ordinance becomes effective which are inconsistent with, or in conflict with this Ordinance are hereby expressly repealed insofar as said

ordinances are inconsistent with or are in conflict with this Ordinance.

SECTION 4. That all rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

SECTION 5. That the City Council of the City of Pasadena, Texas does hereby declare that if any Section, subsection, paragraph, sentence, clause, phrase, word or portion of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the City Council would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any other portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed,

considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A.D., 2026.

APPROVED this the ____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A.D., 2026.

APPROVED this the ____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

Sec. 3-4. License issuance prohibited in certain areas.

- (a) The sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a church, public [or private](#) school, or public hospital is prohibited.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be ~~along the property lines of the street fronts and from front door to front door, and in direct line across intersections~~ [calculated using the method prescribed by Chapter 109 of the Texas Alcoholic Beverage Code](#). The measurement of the distance between the place of business where alcoholic beverages are sold and the public [or private](#) school shall be ~~from the nearest property line of the public school to the nearest doorway by which the public may enter the place of business, along street lines and in direct line across intersections~~ [calculated using the method prescribed by Chapter 109 of the Texas Alcoholic Beverage Code](#). For any permit or license covering a premises where minors are prohibited from entering the premises under Section 109.53 of the Texas Alcoholic Beverage Code, the measurement of the distance between the premises and a public [or private](#) school shall be ~~along the property lines of the street fronts and from front door to front door, and in direct line across intersections~~ [calculated using the method prescribed by Chapter 109 of the Texas Alcoholic Beverage Code](#).
- (c) Every applicant for an original alcoholic beverage license or permit for a location with a door by which the public may enter the place of business of the applicant that is within one thousand (1,000) feet of the nearest property line of a public [or private](#) school, measuring along street lines and directly across intersections, must give written notice of the application to officials of the public [or private](#) school before filing the application with the Texas Alcoholic Beverage Commission. A copy of the notice must be submitted to the Commission with the application; provided however this subsection (c) does not apply to a permit or license covering a premise where minors are prohibited from entering the premises under Section 109.53 of the Texas Alcoholic Beverage Code.
- (d) As to any dealer who held a license or permit on September 1, 1983, in a location where a regulation under this section was in effect on that date, for the purposes of subsection (a), but not subsection (c), of this section, the measurement of the distance between the place of business of the dealer and a public [or private](#) school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. This subsection applies only as long as the place of business is continuously in operation from that date, whether or not under the same license or permit.
- (e) The city council may also allow variances to the regulation provided in subsection (a) if the city council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undo hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
- (f) Any variances requested under subsection (e) of this section shall be filed with the city secretary and copies of the requested variance sent to city council. The petition for variance filed with the city secretary shall state the following:
 - (1) That a variance of subsection (a) of section 3-4 of the Code of Ordinances is requested.
 - (2) A general statement of the facts the petitioner will show that the enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undo hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or any other reason the city council after consideration of the health, safety, and welfare of the public and equities of the situation should determine that the variance is in the best interest of the community.
- (g) The city council shall set a hearing at a city council meeting, not less than ten (10) days nor more than thirty (30) days after the petition has been filed with the city secretary for the purpose of hearing the petitioner and

determining whether a variance should be permitted. After hearing the evidence of the petitioner and any witnesses from the community at large, city council shall, by motion, determine whether or not to grant the variance. Approval of a variance requires a majority vote of the council as in other cases.

- (h) The method prescribed for calculating distance from a public or private school shall be applied to a day-care center or child-care facility, whether the day-care center or child-care facility is a principal or accessory use, except as otherwise provided by the Texas Alcoholic Beverage Code.
- (i) "Private school", "day-care center" and "child-care facility" in this section are used as those terms are defined in Chapter 109 of the Texas Alcoholic Beverage Code.

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2C NO: 2026-

CAPTION: AGREEMENT WITH EDMINSTER, HINSHAW, RUSS, & ASSOCIATES, INC. (EHRA) FOR INSPECTION SERVICES OF VARIOUS CIP PROJECTS FOR A TOTAL APPROPRIATION OF \$750,000.00 FROM THE SYSTEM FUND OTHER CHARGES CONTINGENCY ACCOUNT AND THE GENERAL CIP FUND BALANCE ACCOUNT.

RECOMMENDATIONS & JUSTIFICATION: APPROVE PROFESSIONAL SERVICES AGREEMENT.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: VARIOUS

REQUIRES APPROPRIATION: ☒

See attached Certification

COUNCIL ACTION	
FIRST READING:	FINAL READING:
<u>Robin S. Green, Jr.</u> Robin S. Green, Jr. DATE: 12/12/2025 REQUESTING PARTY (TYPED)	
<u>Sheryl Donah</u> BUDGET DEPARTMENT	MOTION
PURCHASING DEPARTMENT	SECOND
APPROVED:	
<u>Chris Baul</u> CITY ATTORNEY	DATE
<u>Thomas Schenkein</u> MAYOR	DEFERRED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 12, 2025

AMOUNT: \$750,000.00

DEPARTMENT NO: 14100

ACCOUNT NO. 190-33180 & 30900-741501 to be transferred to 30900-9390

TASK NO.

CIP NO. S077, S131, S149, S150, S171, S176, S186, S208, S221, W077, W094, WW065, WW075, WW078, WW079, WW080, WW081

PROJECT DESCRIPTION: Agreement with EHRA for inspection services of various CIP projects.

190-33180:	30900-741501:
\$ 50,000.00 (S077)	\$ 30,000.00 (W077)
\$100,000.00 (S131)	\$ 50,000.00 (W094)
\$ 20,000.00 (S149)	\$ 40,000.00 (WW065)
\$ 20,000.00 (S150)	\$ 55,000.00 (WW075)
\$ 30,000.00 (S171)	\$ 50,000.00 (WW078)
\$ 30,000.00 (S176)	\$ 55,000.00 (WW079)
\$ 40,000.00 (S186)	\$ 50,000.00 (WW080)
\$ 30,000.00 (S208)	\$ 50,000.00 (WW081)
\$ 50,000.00 (S221)	\$380,000.00 (SUBTOTAL)
\$370,000.00 (SUBTOTAL)	
	\$380,000.00 (30900-741501)
	\$370,000.00 (190-33180)
	\$750,000.00 (TOTAL APPROPRIATION)

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving an agreement between the City of Pasadena, Texas and Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) for inspection services of various projects for a total appropriation of \$750,000.00 from the System Fund Other Charges Contingency Account and the General CIP Fund Balance Account.

WHEREAS, Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, EHRA has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of Edminster, Hinshaw, Russ and Associates, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, said contract with EHRA for inspection services is necessary to preserve or protect the public health or safety of the residents of the City of Pasadena, Texas; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the

preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purpose and designated Exhibit "A", by and between the City of Pasadena, Texas and Edminster, Hinshaw, Russ & Associates, Inc., for inspection services of various projects, is hereby authorized and approved.

SECTION 2. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City has been duly certified for availability of payment as provided for on the Certification of Funds page attached hereto; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 4. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of

this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVALS - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

CITY OF PASADENA
AMENDMENT TO CIP

DATE: December 12, 2025

DEPARTMENT NO: 14100

CIP NO.: Various

Project Name: Various

Amendment to 2025-2029 CIP (Ord # 2024-248) as follows:

	Adopted Book & Ordinances Passed	Proposed Change	
☐ New Project			
☐ Project Name/Description			
☒ Addition to Current Project			Addition of Inspection Services
	\$ 145,000.00	\$ 195,000.00	S077 Pasadena Blvd Reconstruction
	\$ 65,000.00	\$ 165,000.00	S131 Shaver St Ph II
	\$ -	\$ 20,000.00	S149 Pendleton Ave Paving & Drainage
	\$ -	\$ 20,000.00	S150 Gilbert St Paving & Drainage
	\$ -	\$ 30,000.00	S171 Lawrence Ave Ph I
	\$ -	\$ 30,000.00	S176 Glenn Ave Reconstruction
	\$ -	\$ 40,000.00	S186 Rosemead Dr Paving & Drainage
	\$ -	\$ 30,000.00	S208 Arno St Paving & Drainage
	\$ -	\$ 50,000.00	S221 Cleveland St Paving & Drainage
	\$ -	\$ 30,000.00	W077 Crenshaw PRV Building
	\$ -	\$ 50,000.00	W094 - Rodeo Grounds EST Rehab
	\$ 50,000.00	\$ 90,000.00	WW065 Preston/Fairmont Lift Station
	\$ 60,000.00	\$ 115,000.00	WW075 West Pitts Lift Station
	\$ -	\$ 50,000.00	WW078 Olson Lift Station
	\$ 42,500.00	\$ 97,500.00	WW079 El Jardin Lift Station
	\$ -	\$ 50,000.00	WW080 Red Bluff Lift Station
	\$ -	\$ 50,000.00	WW081 Pasadena Blvd Lift Station
☐ Changes in Funding Source			
☐ Changes in Funding Year			
☐ Over Budget			

Justification/Description: Funds are needed for continuation of services from EHRA. Projects listed are either in construction or approaching bid phase and award.



Sherry Womack
Budget & Financial Planning Director

AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER", and Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) hereinafter called "CONSULTANT".

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

Inspection Services for Various CIP Projects In the City of Pasadena, Texas

WITNESSETH, that this Agreement deals with providing professional services related to assisting the OWNER in regulatory compliance, grant assistance and related services in the City of Pasadena.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The CONSULTANT shall render the following engineering inspection services in connection with the Project(s):

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services which include:

CONSULTANT will be responsible for day-to-day activities as assigned by the City of Pasadena Engineering Department. These responsibilities may include documentation and inspection of construction activities, computing quantities of acceptable work, oversight and documentation of time and material work (Force Account), and preparation of daily diaries and inspection reports documenting construction activities and relevant observations.

Contract will be for the inspections of construction of bridges, water lines, sewer lines, streets, drainage facilities, and other types of construction work for City infrastructure to ensure that procedures and materials comply with construction plans and specifications by performing the following duties:

- Measuring distances to verify accuracy of dimensions of structural installations and layouts.
- Verifying levels, alignment, and elevation of installations.
- Inspecting work in progress to ensure that procedures followed and materials used conform to specifications.
- Preparing samples of unapproved materials for laboratory testing, oversees testing labs for samples of compaction, density, and materials testing for quality of workmanship.
- Examining workmanship of finished installations for conformity to standard and approves installation.
- Interpreting blueprints and specifications for Contractor and discusses deviations from specified construction procedures to ensure compliance with regulations governing construction.
- Recording quantities of materials received or used during specified periods.
- Maintaining daily log of construction and inspection activities and compares progress payments submitted by construction contractor for approval.
- Completing all necessary inspection documents including reports and photographs.
- Performing interviews to workers on job site to comply with Davis Bacon requirements, as needed.
- Providing customer contact and response for citizen/customer concerns/complaints as directed by Project Managers, Construction Manager and Director.

CONSULTANT may be called upon to perform any task that is implied from the listed duties above.

Insurance Requirements

- Insurance including General Liability in the amount of \$500,000.00 in respect to personal injury, bodily injury or death of any one person, and in an amount not less than \$1,000,000.00 in respect to any accident or disaster, and in an amount not less than \$500,000.00 in respect to property damaged or destroyed, such policy or policies to be written by insurance companies licensed to do business in the State of Texas.
- Worker's Compensation
- Professional Liability/Errors and Omissions

OWNER shall be named as an additional insured on such insurance policy or policies issued thereunder against all claims, demands, or actions arising out of or in connection with this Agreement. Consultant shall present evidence of such insurance coverage prior to the City's approval and execution of this Agreement.

SECTION III

TIME FOR PERFORMANCE

The CONSULTANT shall complete the services called for in Section II of this Agreement as required by each work order issued under this Agreement

SECTION IV

THE CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by the CONSULTANT, the OWNER shall pay to the CONSULTANT a not to exceed reimbursable amount of **\$750,000.00**. Payment shall be based on the CONSULTANT's estimate of the proportion of the total service actually completed at the time of billing. Costs for above tasks are broken down as follows:

CIP #	Project Name	Amount
S077	Pasadena Blvd from SH 225 to Harris	\$ 50,000.00
S131	Shaver St Phase II	\$100,000.00
S149	Pendleton Ave Paving & Drainage	\$ 20,000.00
S150	Gilbert St Paving & Drainage	\$ 20,000.00
S171	Lawrence Ave Phase I	\$ 30,000.00
S176	Glenn Ave Reconstruction	\$ 30,000.00
S186	Rosemead Dr Paving & Drainage	\$ 40,000.00
S208	Arno St Paving & Drainage	\$ 30,000.00
S221	Cleveland St Paving & Drainage	\$ 50,000.00
W077	Crenshaw PRV Building Improvements	\$ 30,000.00
W094	Rodeo Grounds Water System – EST Rehab	\$ 50,000.00
WW065	Preston/Fairmont Lift Station	\$ 40,000.00
WW075	West Pitts Lift Station	\$ 55,000.00
WW078	Olson Lift Station Replacement	\$ 50,000.00
WW079	El Jardin Lift Station	\$ 55,000.00
WW080	Red Bluff Lift Station Replacement	\$ 50,000.00
WW081	Pasadena Blvd Lift Station Replacement	\$ 50,000.00
	Total Contract Amount:	\$750,000.00

SECTION V

TIME OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the CONSULTANT, shall submit to the Director of Public Works a statement sworn to by the CONSULTANT, in a form acceptable to the Director of Public Works, setting forth the tasks provided for by this Agreement which were completed during such

calendar month and the compensation which is due for the same which have not been previously billed or paid. The CONSULTANT shall retain its records available for inspection during regular business hours by officials of the OWNER. The Director of Public Works may review the said statements, and approve them with such modifications as may be deemed appropriate, within 30 days of receipt. The OWNER shall pay each such statement as approved by the Director of Public Works within thirty (30) days after the Director of Public Works approval of the same.

SECTION VI

TERMINATION

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VII

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

Edminster, Hinshaw, Russ, & Associates, Inc.
Attn: Tim Hodes, P.E.
thodes@ehra.team
10011 Meadowglen Lane
Houston, Texas 77042

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
1149 Ellsworth Drive
Pasadena, Texas 77506
Attention: Director of Public Works

SECTION VIII

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION IX

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and CONSULTANT's performance.

SECTION X

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The OWNER shall be the absolute and unqualified OWNER of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the CONSULTANT with the same force and effect as if the OWNER prepared the same. Copies of all complete or partially completed mylar reproducibles, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT's sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION XI

INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE CONSULTANT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE OWNER, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE OWNER AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.

SECTION XII

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

SECTION XIII

FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inability's of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XIV
ENTIRE AGREEMENT

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

This instrument consists of pages 1 to 7 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the ____ day of _____, 2026, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this ____ day of _____, 2026, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

CONSULTANT

Edminster, Hinshaw, Russ &
Associates, Inc.

Attest/Seal

By:

By:

OWNER

CITY OF PASADENA, TEXAS

Amanda Mueller, City Secretary

Thomas Schoenbein, Mayor

Approved as to form

Cari Brownlee, City Attorney

Lindsay Koskiniemi, City Controller

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2D NO: 2026-

CAPTION: AWARD CONTRACT WITH EXPERTS UNDERGROUND SOLUTIONS, LLC. FOR THE 2026 CITYWIDE WATERLINE (CIP# W078) FOR A TOTAL APPROPRIATION OF \$1,355,560.20 FROM THE SYSTEM CIP FUND BALANCE ACCOUNT 390-33180.

RECOMMENDATIONS & JUSTIFICATION: STAFF RECOMMENDS AWARD TO THE LOWEST RESPONSIBLE BIDDER.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION: ☐

See attached Certification

COUNCIL ACTION

Robin S. Green, Jr.
Robin S. Green, Jr. DATE: 12/15/2025
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

Sherry Womack

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Cathy Baul
CITY ATTORNEY

DATE

DATE

Thomas Schrock
MAYOR

DEFERRED: _____

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 15, 2025

AMOUNT: \$1,355,560.20

DEPARTMENT NO: 14100

ACCOUNT NO. 390-33180

TASK NO.

CIP NO. W078

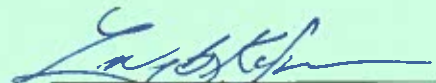
PROJECT DESCRIPTION: Award 2026 Citywide Waterline to Experts Underground Solutions, LLC.

\$1,178,748.00 (Contract Amount)

\$ 176,812.20 (15% Contingency)

\$1,355,560.20 (Total Appropriation)

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and Experts Underground Solutions, LLC for the 2026 Citywide Waterline Replacement Project (CIP #W078) for a total appropriation of One Million Three Hundred Fifty-Five Thousand Five Hundred Sixty Dollars and 20/100 (\$1,355,560.20) from the System CIP Fund Balance Account.

WHEREAS, Experts Underground Solutions, LLC submitted the lowest responsible bid received on December 9, 2025 for waterline replacement to be performed within the city limits of the City of Pasadena, Texas; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Experts Underground Solutions, LLC for the 2026 Citywide Waterline Replacement Project (CIP #W078) to be performed in the city limits of the City of Pasadena, Texas, in the amount of One Million Three

Hundred Fifty-Five Thousand Five Hundred Sixty Dollars and 20/100
KPubWk.WaterlineReplacementCIP#W078.ExpertsUnderground26

(\$1,355,560.20), according to specifications as set forth in notice to bidders and bid/proposal of Experts Underground Solutions, LLC received pursuant thereto on December 9, 2025, is hereby authorized and approved.

SECTION 3. The City Council finds that such contract is reasonable and necessary and that the fiscal obligation of the City has been duly certified for availability of payment from Account No. 390-33180 in the amount of One Million Three Hundred Fifty-Five Thousand Five Hundred Sixty Dollars and 20/100 (\$1,355,560.20). The Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient

to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

CITY OF PASADENA

December 9, 2025

City of Pasadena - 1149 Ellsworth Dr., Pasadena, TX 77506

CIP #W078 – 2026 Citywide Waterline

Bidder	Bid Amount	Date Received	Time Received
McKinney Construction, Inc	1,451,978.00	12/8/25	9:4 a.m.
Experts Underground Solutions LLC	1,178,748.00	12/8/25	11:02 a.m.
Mar-Con Services, LLC.	1,994,598.80	12/8/25	1:34 p.m.
DL Glover Pipe Bursting, LLC	1,809,789.00	12/8/25	2:23 p.m.
T Construction, LLC	1,425,690.00	12/8/25	2:33 p.m.

CIP #WW082 – 2026 Citywide Sanitary Sewer

Bidder	Bid Amount	Date Received	Time Received
Experts Underground Solutions LLC	1,430,710.00	12/8/25	11:02 a.m.
DL Glover Pipe Bursting, LLC	1,402,190.00	12/8/25	2:23 p.m.
T Construction, LLC	1,379,075.00	12/8/25	2:33 p.m.

BID #25-027 – Vehicle Body Repair & Painting

Bidder	Bid Amount	Date Received	Time Received
Pasadena Auto Collision	Passenger Vehicles \$52.00 Trucks (per hour) \$52.00	11/25/25	2:45 p.m.
Pasadena Mac Haik F LTD	Passenger vehicles & Sixty - 4000 Trucks & Sixty - 6000	12/8/25	10:56 a.m.
Helfman Ford	Passenger vehicles - \$62.00 Trucks - N/A.	12/8/25	10:57 a.m.

BID #25-026 – Automotive Repair & OEM Parts & Supplies

Bidder	Bid Amount	Date Received	Time Received
Allen and Kerber Auto Supply	% off	12/2/25	9:26 a.m.
Monument Chevrolet	25% off	12/4/25	2:20 p.m.
Bass & Meineke No.1, LLC	% off	12/5/25	12:59 p.m.
Parts Authority LLC	% off	12/5/25	3:17 p.m.
Pasadena Mac Haik F LTD	31% off	12/8/25	10:57 a.m.
Helfman Ford	35% off	12/8/25	10:58 a.m.
Tommie Vaughn Ford	25% off	12/8/25	3:05 p.m.

ATTENDEES PLEASE SIGN IN

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Kristy Vargas	DL Glover
ELYAS MENDOZA	MAR-CON SERVICES, LLC.
Oscar Delcon	Mac Haik Food Pasadena.
Ermin Perez	T- Construction
Stephanie Wells	Helfman Ford
Urban Davis	Bass & Melnick
Elissa Brown	Engineering / COP
Cheyenne Helton	Purch
MIKELLINE ESCOBEDO	EXPERTS UNDERGROUND SOLUTIONS
Adolfo Chavez Jr.	Engineering / COP



City of Pasadena

Bid Tabulation - 2026 Citywide Waterline Replacement - CIP No. W078

A. Administrative Items					Experts Underground Solutions, LLC				T Construction, LLC				McKinney Construction, Inc.				DL Glover Pipe Bunting, LLC				Marcon Services, LLC			
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension				
1	Gen. Cond.	Insurance and Bonds	LS	1	\$16,900.00	\$ 18,900.00	\$20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$40,000.00	\$ 40,000.00	\$267,465.90	\$ 267,465.90										
2	1502	Mobilization Per Work Order (Less than \$200K)	LS	2	\$3,200.00	\$ 6,400.00	\$4,000.00	\$ 8,000.00	\$2,500.00	\$ 5,000.00	\$3,000.00	\$ 6,000.00	\$5,750.00	\$ 11,500.00										
3	1502	Mobilization Per Work Order (Greater than \$200K)	LS	2	\$3,000.00	\$ 6,000.00	\$1,500.00	\$ 3,000.00	\$2,500.00	\$ 5,000.00	\$3,500.00	\$ 7,000.00	\$6,900.00	\$ 13,800.00										
4	SPL	Demobilization / Remedialization as Directed By Engineer	LS	2	\$3,000.00	\$ 6,000.00	\$1,000.00	\$ 2,000.00	\$2,500.00	\$ 5,000.00	\$2,470.00	\$ 4,940.00	\$6,900.00	\$ 13,800.00										
5	1560	Furnish, install, maintain and Relocate Project Signs, as needed	EA	2	\$900.00	\$ 1,800.00	\$850.00	\$ 1,700.00	\$1,000.00	\$ 2,000.00	\$1,000.00	\$ 2,000.00	\$1,495.00	\$ 2,990.00										
					Administrative Subtotal				\$ 38,100.00		\$ 42,000.00		\$ 59,940.00		\$ 309,555.90									
B. General Items																								
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension				
6	1555	Traffic Control and Regulation	MO	12	\$680.00	\$ 8,160.00	\$2,500.00	\$ 30,000.00	\$2,500.00	\$ 30,000.00	\$1,300.00	\$ 15,600.00	\$2,530.00	\$ 30,360.00										
7	1573	Pier Fabric Fence - Reinforced and Non-Reinforced	LF	5,000	\$1.45	\$ 7,250.00	\$0.50	\$ 2,500.00	\$0.50	\$ 2,500.00	\$2.00	\$ 10,000.00	\$0.70	\$ 3,500.00										
8	1574	Jetel Protection Barriers	EA	20	\$50.00	\$ 1,000.00	\$35.00	\$ 700.00	\$100.00	\$ 2,000.00	\$96.00	\$ 1,920.00	\$115.00	\$ 2,300.00										
9	1578	Groundwater Control System (or Open Cut Construction (As approved by City of Pasadena)	LF	100	\$2.00	\$ 200.00	\$9.00	\$ 900.00	\$25.00	\$ 2,500.00	\$5.00	\$ 500.00	\$34.50	\$ 3,450.00										
10	1561	Trench Safety System - 5' to 15' Depth	LF	250	\$3.00	\$ 750.00	\$5.00	\$ 1,250.00	\$0.01	\$ 2.50	\$35.00	\$ 8,750.00	\$0.90	\$ 225.00										
11	1561	Trench Safety System - 15' to 20' Depth	LF	50	\$1.00	\$ 50.00	\$0.50	\$ 25.00	\$0.01	\$ 0.50	\$50.00	\$ 2,500.00	\$32.20	\$ 1,610.00										
					General Subtotal				\$ 17,410.00		\$ 37,003.00		\$ 29,270.00		\$ 41,445.00									

C. Water Bid Items For Work Orders

Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension
12	2511 / 2447	6" C-900 Water Line, Augered, Complete in Place	LF	100	\$36.00	\$ 3,600.00	\$5.00	\$ 500.00	\$50.00	\$ 5,000.00	\$100.00	\$ 10,000.00
13	2511/2447	8" C-900 Water Line, Augered, Complete in Place	LF	7,000	\$42.00	\$ 294,000.00	\$56.00	\$ 392,000.00	\$58.00	\$ 406,000.00	\$75.00	\$ 525,000.00
14	2511	8" C-900 Water Line, Open Cut, Complete in Place	LF	200	\$42.00	\$ 8,400.00	\$54.00	\$ 10,800.00	\$58.00	\$ 11,600.00	\$125.00	\$ 25,000.00
15	2511/2447	8" C-900 Restrained Water Line in 16" Steel Casing, Augered, Complete in Place	LF	50	\$165.00	\$ 8,250.00	\$55.00	\$ 2,750.00	\$85.00	\$ 4,250.00	\$335.00	\$ 16,750.00
16	2520	Fire Hydrant Assembly, Inc. 6" Gate Valve	EA	10	\$6,275.00	\$ 62,750.00	\$7,164.00	\$ 71,640.00	\$7,200.00	\$ 72,000.00	\$7,020.00	\$ 70,200.00
17	2512	New 3/4" to 1-1/2" Water Service, Short side	EA	100	\$795.00	\$ 79,500.00	\$800.00	\$ 80,000.00	\$650.00	\$ 65,000.00	\$1,670.00	\$ 167,000.00
18	2512	New 3/4" to 1-1/2" Water Service, Long side	EA	100	\$1,145.00	\$ 114,500.00	\$1,100.00	\$ 110,000.00	\$850.00	\$ 85,000.00	\$3,574.00	\$ 357,400.00
19	2512	New 2" Water Service, Short side	EA	1	\$1,520.00	\$ 1,520.00	\$1,900.00	\$ 1,900.00	\$2,000.00	\$ 2,000.00	\$1,891.00	\$ 1,891.00
20	2512	New 2" Water Service, Long side	EA	1	\$2,275.00	\$ 2,275.00	\$2,200.00	\$ 2,200.00	\$2,500.00	\$ 2,500.00	\$3,003.00	\$ 3,003.00
21	2512	3/4" PVC SCH 40 Service Line, Re-routing and Installation on Private Property (Including permitting, Connection to House and Meter, Including 3/4" Coupling and Gate Valve)	LF	5,000	\$6.00	\$ 30,000.00	\$20.00	\$ 100,000.00	\$25.00	\$ 125,000.00	\$5.00	\$ 25,000.00
22	2512	Tapping new 3/4" 1-1/2" Water Service to Existing 6", 12" Water Main, Long or Short, (Including Water Meter Box)	EA	20	\$1,200.00	\$ 24,000.00	\$250.00	\$ 5,000.00	\$850.00	\$ 17,000.00	\$1,248.00	\$ 24,960.00
23	2512	Relocate Existing Water Meter	EA	50	\$280.00	\$ 14,000.00	\$950.00	\$ 47,500.00	\$350.00	\$ 17,500.00	\$200.00	\$ 10,000.00
24	2525 / 2521	8" x 6" Tapping Sleeve with Gate Valve and Box	EA	5	\$4,600.00	\$ 23,000.00	\$4,200.00	\$ 21,000.00	\$4,500.00	\$ 22,500.00	\$4,725.00	\$ 23,625.00
25	2525 / 2521	8" x 8" Tapping Sleeve with Gate Valve and Box	EA	10	\$5,775.00	\$ 57,750.00	\$5,850.00	\$ 58,500.00	\$6,500.00	\$ 65,000.00	\$6,930.00	\$ 69,300.00
26	2521	6" Gate Valve and Box, Complete in Place	EA	5	\$2,300.00	\$ 11,500.00	\$1,900.00	\$ 7,500.00	\$1,200.00	\$ 6,000.00	\$1,378.00	\$ 6,895.00
27	2521	8" Gate Valve and Box, Complete in Place	EA	5	\$2,700.00	\$ 13,500.00	\$2,450.00	\$ 12,250.00	\$2,500.00	\$ 12,500.00	\$2,173.00	\$ 10,865.00
28	2513	2" Wet Connection	EA	2	\$1,034.00	\$ 2,068.00	\$450.00	\$ 900.00	\$1,000.00	\$ 2,000.00	\$528.00	\$ 1,056.00
29	2513	6" Wet Connection	EA	10	\$1,280.00	\$ 12,800.00	\$950.00	\$ 9,500.00	\$1,500.00	\$ 15,000.00	\$1,137.00	\$ 11,370.00
30	2513	8" Wet Connection	EA	10	\$1,375.00	\$ 13,750.00	\$1,200.00	\$ 12,000.00	\$1,800.00	\$ 18,000.00	\$1,537.00	\$ 15,370.00
31	2516	2" Cut, Plug and Abandon	EA	10	\$795.00	\$ 7,950.00	\$250.00	\$ 2,500.00	\$200.00	\$ 2,000.00	\$256.00	\$ 2,560.00
32	2516	6" Cut, Plug and Abandon	EA	2	\$980.00	\$ 1,960.00	\$800.00	\$ 1,600.00	\$800.00	\$ 1,600.00	\$571.00	\$ 1,142.00
33	2516	8" Cut, Plug and Abandon	EA	1	\$1,190.00	\$ 1,190.00	\$1,000.00	\$ 1,000.00	\$1,200.00	\$ 1,200.00	\$812.00	\$ 812.00
34	2221	Remove Existing 2" Water Line	LF	25	\$10.00	\$ 250.00	\$3.00	\$ 75.00	\$10.00	\$ 250.00	\$6.00	\$ 150.00
35	2221	Remove Existing 6" Water Line	LF	25	\$12.00	\$ 300.00	\$5.00	\$ 125.00	\$20.00	\$ 500.00	\$10.00	\$ 250.00
36	2221	Remove Existing 8" Water Line	LF	25	\$14.00	\$ 350.00	\$6.00	\$ 150.00	\$30.00	\$ 750.00	\$11.00	\$ 275.00
37	2751, 2752, 2753, 3210	Removal and Replacement of Concrete Pavement, All Depths All Thicknesses, Including Sawcut, Subgrade, W/ or W/ Out Asphalt Surface	SY	1000	\$72.00	\$ 72,000.00	\$119.00	\$ 119,000.00	\$120.00	\$ 120,000.00	\$65.00	\$ 65,000.00
38	1740	Site Restoration, Including Sodding and Seeding	LF	5000	\$3.50	\$ 17,500.00	\$8.50	\$ 42,500.00	\$10.00	\$ 50,000.00	\$6.00	\$ 30,000.00
39	1740	Site Restoration for Each Back Yard Meter Connection, Including Sodding, Seeding, Paving, Special Features, etc	EA	50	\$150.00	\$ 7,500.00	\$73.00	\$ 3,650.00	\$75.00	\$ 3,750.00	\$100.00	\$ 5,000.00
					Water Subtotal	\$ 883,163.00	\$ 1,118,540.00	\$ 1,133,900.00	\$ 1,471,504.00	\$ 1,471,504.00	\$ 1,360,508.90	

D. Extra Bid Items:									
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)
40	02318	Extra Machine Excavation (Min. Bid - \$10.00)	CY	50	\$10.00	\$ 500.00	\$10.00	\$ 500.00	\$10.00
41	02318	Extra Hand Excavation around Obstructions (Min. Bid - \$15.00)	CY	50	\$15.00	\$ 750.00	\$15.00	\$ 750.00	\$15.00
42	2085	Replace Damaged Residential Meter Boxes (Min. Bid - \$200.00)	EA	50	\$200.00	\$ 10,000.00	\$200.00	\$ 10,000.00	\$200.00
43	2501	Extra 4" - 12" Ductile Iron Restrained Waterline Fittings (Min. Bid - \$2,500.00)	Ton	1	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00
44	02752	Extra Full Depth Sawcutting (Min. Bid - \$7.00)	LF	100	\$7.00	\$ 700.00	\$7.00	\$ 700.00	\$7.00
45	2771	Extra Remove and Replace Curb all Heights (Min. Bid - \$8.00)	LF	250	\$8.00	\$ 2,000.00	\$8.00	\$ 2,000.00	\$8.00
46	2754	Extra Remove and Replace 6" Concrete Driveway (Min. Bid - \$75.00)	SY	1,000	\$75.00	\$ 75,000.00	\$75.00	\$ 75,000.00	\$75.00
47	2775	Extra Remove and Replace Sidewalks (Min. Bid - \$8.00)	SF	2,500	\$8.00	\$ 20,000.00	\$8.00	\$ 20,000.00	\$8.00
48	02775	Remove and Replace existing Wheelchair Ramp (Min. Bid - \$500.00)	EA	10	\$500.00	\$ 5,000.00	\$500.00	\$ 5,000.00	\$500.00
49	01555	Untrained Police Officers for Traffic Control (Min. Bid - \$35.00/HR)	HR	75	\$35.00	\$ 2,625.00	\$35.00	\$ 2,625.00	\$35.00
Extra Bid Total:					\$	\$ 119,075.00	\$	\$ 119,075.00	\$
									\$ 183,288.00

E. Cash Allowances												
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension
50	1110	Special Landscaping (See Spec. 01110)	CA	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
51	1110	Centipede Energy Allowance(See Spec. 01110)	CA	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
52	1110	Site Investigation and Geotechnical (See Spec. 01110)	CA	1	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
53	1110	Permitting / Engineer Sealed Drawings (See Spec. 01110)	CA	1	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00
					Cash Allowance Subtotal		\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
SUMMARY - SCHEDULE OF UNIT PRICE WORK												
Total A. Administrative Items					\$ 38,100.00	\$ 34,700.00	\$ 42,000.00	\$ 59,540.00	\$ 39,555.90			
Total B. General Items					\$ 17,410.00	\$ 35,375.00	\$ 37,003.00	\$ 47,500.00	\$ 41,445.00			
Total C. Water Items Work Orders					\$ 800,000.00	\$ 1,116,540.00	\$ 1,133,900.00	\$ 1,471,504.00	\$ 1,260,505.90			
Total D. Extra Items					\$ 119,075.00	\$ 119,075.00	\$ 119,075.00	\$ 153,095.00	\$ 153,095.00			
Total E. Cash Allowances					\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00			
Total Bid Price					\$ 1,178,744.00	\$ 1,425,690.00	\$ 1,451,978.00	\$ 1,609,769.00	\$ 1,694,596.80			
Experts Underground Solutions, LLC T Construction, LLC McKinney Construction, Inc. DL Glover Pipe Bursting, LLC Marcon Services, LLC												



City of Pasadena

Department of Public Works
Interoffice Memorandum

FROM: Adolfo Chavez Jr., CFM
Project Manager

TO: Robin S. Green, PE
Director of Public Works

DATE: December 15, 2025

SUBJECT: 2026 Citywide Waterline Replacement
Project
CIP # W078

We have evaluated the bids received on December 8, 2025 for the construction of the 2026 Citywide Waterline Replacement Project. Attached is a copy of the bid tabulation.

The Public Works Department recommends award of the bid to Experts Underground Solutions, LLC. in the amount of \$1,178,748.00 and contingency in the amount of \$176,812.20 for a total appropriation of \$1,355,560.20.

Public Works has reviewed the bids and feels the bid prices by Experts Underground Solutions, LLC. are appropriate for the project scope.

Should you have additional questions, please feel free to contact me at your convenience.



Adolfo Chavez Jr.

AC:ac

cc: File

Attachment: Bid Tabulation

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THIS AGREEMENT made and entered into by and between the City of Pasadena, a municipal corporation, hereinafter called "CITY", and

Experts Underground Solutions, LLC.

Hereinafter called the "CONTRACTOR", and referred to in the masculine pronoun singular whether a person, firm or corporation.

WITNESSETH:

1. The Contractor agrees at his own cost to furnish all tools, labor, material, machinery and appliances for the construction of, and to construct and deliver to the City in a good, sound, workmanlike manner, in strict accordance with the plans and specifications for said work, including general conditions and drawings prepared by the Director of Public Works hereinafter and in the documents made a part hereof at times called Director, and adopted by the City Council of said City, the permanent improvement of:

PROJECT NAME: 2026 CITYWIDE WATERLINE

CIP #W078

CONTRACT AMOUNT: \$1,178,748.00

CALENDAR DAYS: 365

And further obligates himself to pay promptly all subcontractors, workmen, mechanics and materialmen who may furnish labor and material for such work in strict accordance with such Contractor's agreement with such parties.

2. The Contractor agrees to begin work of construction within 15 days after being notified in writing to do so. The Contractor agrees to prosecute said work diligently and uninterruptedly after commencement, excepting as shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of calendar days stated in the Contractor's bid proposal, made a part of this contract. Time is of the essence of this contract, and the Contractor expressly stipulates that he understands that it is important to the City that this public improvement be completed within the specific time. The parties hereto understand and agree that a breach of this portion of the contract by the Contractor will cause damage to the City but further agrees that such damages cannot be accurately measured and that the ascertainment of such damages will be difficult. Therefore, it is agreed by the City and the Contractor that for each and every day that said work or any portion thereof shall remain uncompleted after the expiration of the time limit above specified, or as extended in the manner provided in said General Provisions, the Contractor shall pay to the City of Pasadena the sum specified in the General Provisions, as minimum liquidated damages, which it is agreed will accrue to the City by reason of the non-completion of said work within the specified time. However, the foregoing agreement as to liquidated damages constitutes only an agreement by the City and the Contractor as to the minimum amount of damages which the City will sustain in any event by reason of the Contractor's failure to complete the work within the specified time. Should the City suffer damages over and above the minimum amount specified, by reason of the Contractor's failure to begin the work when ordered, carry it forward uninterrupted after the beginning or complete it within the specified time in strict accordance with the plans and specifications, the City may recover such

additional amount. The City shall have the right to deduct and withhold the amount of any and all such damages, whether it be the minimum amount agreed upon or may recover such amount from the Contractor and the sureties on his bond; all of such remedies shall be cumulative and the City shall not be required to elect any one nor be deemed to have made an election by proceeding to enforce any one remedy.

3. The said prime contractor, before beginning the work, shall execute to the City:

- (1) a performance bond if the contract is in excess of \$100,000.00
 - a. solely for the protection of the City;
 - b. in the amount of the contract; and
 - c. conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- (2) a payment bond if the contract is in excess of \$25,000.00
 - a. solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material; and
 - b. in the amount of the contract.

The bonds shall comply with the requirements of V.T.C.A Government Code, §2253.041 et seq. and must be payable to and be in a form approved by the City. The bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bonds must clearly and prominently display on the bond or on an attachment to the bond:

- a. the name, mailing address, physical address, and telephone number, including area code, of the surety company to which any notice of claim should be sent; or
- b. the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

4. Workers' Compensation and Liability Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form- 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing

companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Worker's Compensation and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer's Liability	\$ 500,000.00

Comprehensive General Liability

1. Bodily Injury - each occurrence	\$1,000,000.00
2. General Aggregate	\$1,000,000.00

3. Property Damage	\$1,000,000.00
4. Fire Damage	\$ 50,000.00
5. Medical Expenses – each person	\$ 5,000.00

Comprehensive Automobile Liability

1. Bodily Injury - each accident	\$1,000,000.00
2. Property Damage - each occurrence	\$1,000,000.00

Umbrella Liability

1. Bodily Injury – each occurrence	\$1,000,000.00
2. Property Damage – each occurrence	\$1,000,000.00

Builders Risk

Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of OWNER, CONTRACTOR and SUBCONTRACTORS in the work, shall insure against the perils of fire and extended coverage, shall include “all risk” insurance for physical loss and damage including theft, collapse and water damage, and such other perils as may be provided to cover damages, losses and malicious mischief.

Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

The said Contractor further agrees to comply with all the ordinances and regulations of said City relating to the manner in which excavations or other work are to be protected and made in the City streets and, on any other property and to protect such work with all such lights, barriers and other safeguards as are necessary and that are provided in the specifications or ordinances of the City or laws of the United States or this State, and further agrees and obligates himself to make payments promptly to all persons or corporations who may furnish any labor or material or both, in the prosecution of such work. The completion and acceptance of the work shall not absolve the Contractor from the above obligations as to any occurrence proximately resulting from any act or omission on his part.

5. If the Contractor fails to begin the delivery or to commence work as provided in the contract or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the Director insures a full compliance with the contract within the time limit, or if, in the judgment of the Mayor and Director, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, and in accordance with the terms of this contract and of the plans and specifications, written notice may be served by the Mayor or Director on such Contractor, or his agent or Representative, to provide within a specified time for a satisfactory compliance with the contract, and if said Contractor neglects or refuses to comply with such notice, the City may cancel or suspend the operation of all or any part of the contract and of the work hereunder, or it may, in its discretion, after such notice, purchase any or all of the material without suspending the contract. Upon suspension of a contract for construction or installation, the City may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the work covered by the contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by the City, or by other parties for it, for the completion of the work so suspended; or the City may employ other parties to perform the work or may substitute other machinery or materials, purchase the

material contracted for in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, materials and supplies, at the Contractor's expense, as may be necessary, in the opinion of the Director, for the proper conduct and completion of the work. If, in the opinion of the City, there is an emergency for the furnishing of certain material or the performance of certain work, in order to insure compliance with the terms of the Contract, and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by the written notice from the City, or the Director, to the Contractor, then the City shall have the power to and it may at its election furnish such material or perform such work at the expense of the Contractor and his sureties, who shall be liable therefore. In the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material, or the performance of work by the City as herein provided, the decision of the Director shall be final. The enumeration of the options and privileges of the City as hereinbefore set forth is not and shall never be considered as the only rights, options or remedies of the City and it is expressly agreed that the City may pursue any other and further option, right and remedy accorded to it at law and in equity. Any cost, damage and expense to the City above the contract price arising out of the happening of any or all of the contingencies above specified and contemplated shall be charged to and paid in full by the Contractor and his surety. Any other loss, of any nature, occasioned to the City by reason of default or failure of the Contractor or by any breach of this contract shall also be borne and paid by the Contractor and his surety. In the event that the City shall suspend or terminate the contract in whole or in part, such action shall not relieve either the Contractor or his surety from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract or by the Contractor's liabilities imposed upon them by this contract or by the Contractor's bonds. It is expressly agreed by the Contractor and his surety that they and each of them will be fully and completely bound by each and every decision of the City or the Director in all matters pertaining to this contract unless the Contractor or his surety shall prove by clear, convincing and unmistakable proof that such decision is arbitrary and not grounded upon any evidence of fact reasonably calculated to support such decision. It is further agreed, that if the said City shall be obliged, under the terms hereof, to take charge of and complete said work, that it shall have the right, and is hereby permitted to use all the patented or copyrighted plans, tools, machinery, appliances, materials or methods of the Contractor so that the work shall be completed in accordance with the plans and specifications.

6. THE CONTRACTOR AGREES TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS THE CITY OF PASADENA FROM ALL COSTS, EXPENSES AND DAMAGES OR LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FROM WRONG, OR INJURY OR DAMAGES WHICH MAY BE OCCASIONED BY SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR CONNECTED THEREWITH AND THE SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR THEREWITH, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY.

CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PASADENA, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CLAIMS OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES, FOR INJURY OR

DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENT, SERVANTS OR EMPLOYEES UNDER THIS CONTRACT OR CONNECTED THEREWITH WHERE SUCH INJURIES, DEATH OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:

- (1) THE CONTRACTOR OR ANY OF ITS EMPLOYEES; AND**
- (2) THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES.

7. The Contractor shall be paid for the performance of all of the work, as aforesaid, the unit prices set out in full in the Contractor's bid proposal, a copy of which is hereto attached and made a part of this contract. And it is understood that payments of the said amount, except where otherwise provided in this contract, shall be given and received as payments in full for all the work and material described generally in Section One (1) of this contract and there stipulated to be done and furnished by the Contractor, and said prices herein named shall be considered as including and comprehending the completion of the whole work, herein contracted for, together with the payment of and for all the labor and materials and all appliances and appurtenances and all detail work as described generally in Section One. The bids herein are being made for a complete work and not for parts of a work.

Said compensation shall be paid to the said Contractor, and at the time and in the manner, as follows, to wit:

(a) The City of Pasadena shall pay to the Contractor all of the cost as bid by said Contractor of such improvements; all payments to be made by the City to the Contractor shall be upon the written estimate of said Director, ninety five (95%) of which estimates shall be payable at the time said estimates are furnished, five percent (5%) being retained and reserved until the completion of the work and its acceptance by the City, and no estimate shall be given at any time except upon such portions of the work as have been actually completed.

8. The Contractor shall not obstruct or place any impediment in the way of laying any underground pipes, or any underground structures required or permitted to be laid under the authority of said City during the progress of such work, or in advance thereof, but shall give all reasonable assistance to the same, and the duty of the said Contractor to build the improvement herein contracted for shall in no way be diminished or affected by the construction of said underground structures in advance of or in concurrence with said pavement, but the said pavement shall in all respects be guaranteed to be kept in good order, free from defects produced by or from said cause, or any other causes; but should any other

person, firm or corporation, except the City, cause or occasion any fault or injury to said pavement or improvement by means of the construction or maintenance of said underground structures, then such person or corporation shall not be relieved from liability to the Contractor or successors for said injury or damage to the pavement in any case or event in which the said Contractor or successors shall be liable to the City to repair or construct or maintain the same. But, between the Contractor and the City, the fact of laying of said pavement along any part of said street shall be final acceptance and agreement by the Contractor that all backfilling and tamping have been properly done along said street and that same was before the pavement was put down in proper condition to receive said pavement; provided that nothing herein shall affect the right of the Contractor as against such third parties to contend that said back-filling has not been properly done in advance of the laying of such pavement. When the Contractor is not satisfied with the earth foundations for laying the pavement, by reason of excavations in advance thereof, he may require the party responsible for such improper filling and tamping to have the same perfected by proper backfilling and tamping as to receive the pavement.

All disagreements, disputes or controversies of any kind between the parties hereto relative to the proper performance of this contract, including materials used, the manner of method of performance, shall be submitted for decision to the Director, whose judgement, when rendered, shall be conclusive, final and binding upon the parties hereto.

9. This contract shall be personal to the Contractor hereinbefore named, and it is agreed that the performance hereof, in whole or in part, shall not be assigned or sublet to anyone without the written consent of the Council of said City, and in no case shall such consent relieve the said Contractor or surety from the obligations herein assumed or change the terms of this agreement.

10. It is distinctly understood and agreed that the passing approval or acceptance of any part of the work or material by the Director or the City Council or by any agent or representative as in compliance with the terms of this contract or of the plans and specifications covering said works shall not operate as a waiver by the City of strict compliance with the terms of this contract, nor shall such passing, approval or acceptance operate to stop the City from demanding strict compliance with the term of this contract and the plans and specifications covering said work, and the City may at any time within a period of one year from and after the date of said passing, approval or acceptance of any such work or materials require the Contractor or his surety to repair, replace, restore and make said work and materials, which did not at the time of completion, comply strictly and in all things to this contract and to the plans and specifications which are made a part hereof.

Under no circumstances, condition or situation shall the City be liable or obligated without the express approval of Council to pay to the Contractor any additional compensation for any "extra", "additions", "modification", or "changes", nor "extra work", or "additional work", as those terms have been defined in City of Houston v. Fuller (Ct. App., Houston) 311 S.W. 2d 285, n.w.h. it being the intent of the parties hereto that the total bid price of said Contractor as submitted shall be the total compensation to be paid under the terms of this contractor, notwithstanding any other provision contained in general specifications or other proposals, the terms and provisions of this contract shall govern.

It is expressly agreed that under no circumstances or situations shall notice of any kind to the Director or to any agent or representative of the City other than the City Council be construed or considered as notice to the City.

Under no circumstances, condition or situation shall the City be held to have ratified any breach of this contract or failure of the Contractor to comply strictly with each and all the terms and provisions of this contract and of the plans, specifications and drawings made a part hereof and no act or omission on the part of the City or of the Director or of any agent or representative of the City in connection with this contract or the performance hereof ever be held to work an estoppel upon the City.

No waiver of any of the terms or conditions of this contract or of the plans, drawings or specifications shall be binding upon the City unless the same is in writing and is expressly authorized by an Ordinance of the City Council.

It is expressly agreed that all circumstances, conditions and situations arising under this contract shall be more strongly construed against the Contractor and his surety than the City.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his decision shall be final and binding upon all parties.

The invalidity or illegality of any term, provision or condition of this contract or of the specifications attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof.

11. Whenever payments of this contract are being made wholly or partially from a fund or funds received by the City as a grant from any agency of the United States of America and payment of the final estimate is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such final estimate shall be extended until such time funds are received from such Federal Agency. Under no condition or consideration shall the City be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America, including delay or non-payment of amount under any Grant or Grants. Under no condition or circumstances shall the City be liable to the Contractor or his Surety for any part of any such grant and the Contractor and surety shall not be paid for the proportionate part of said work covered by said grant, except with moneys delivered to the City by the agency of the United States of America as part of said grant.

12. The plans, profiles, specifications, notice to bidders and the Contractor's bid proposal on file in the office of the Director or City Secretary are here referred to and made part of this contract. Copies of the notice to bidders and Contractor's bid proposal and copies of the following specifications are hereto attached and subject to the provision of Section 9 hereof, are made a part hereof.

****SEE FEDERAL AND OTHER APPLICABLE REQUIREMENTS TO THIS PROJECT INCORPORATED IN THE SPECIFICATION.**

- (a) Specifications, CITY OF PASADENA "General Conditions".
- (b) Conflict of Interest Questionnaire.

- (c) All of those specifications and drawings, which are referred to in the Contractor's bid proposal attached to and made a part of this contract.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. The Contractor has carefully examined the surface and subsurface of the site and has made sufficient test holes to satisfy himself fully that such site is a correct and suitable one for this work and he assumes full responsibility therefore.

13. Wherever in any specification the term "Director" is used, it will be understood as meaning the same person as the "Director of Public Works". Wherever the work "Contractor" is used in this contract or any specification, the same shall be construed to include his agents, servants, employees, assigns and legal representatives unless the context discloses clearly that the Contractor alone is meant.

14. All applicable provision of the Revised Civil Statutes of the State of Texas, as amended, and all provisions of the Charter and Ordinances of the City, relating to public improvements and all resolutions and ordinances passed by said Council to effectuate this contract are here referred to and made a part hereof.

15. This contract and all obligation created hereunder shall be performable in Harris County, Texas.

16. The City and Contractor hereby mutually agree that all invoices are hereby incorporated into and made a part of this contract. All invoices on said project shall dictate the kind of project for sales tax purposes and all materials purchased for said project are purchased for resale to the City. The City agrees to give contractor an exemption certificate for all materials which become part of and are incorporated into the completed project if the invoices clearly identify such materials.

17. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of said Contractor by the undersigned representative hereto duly authorized and the said City of Pasadena has caused the same to be signed this _____ day of _____, 20____, pursuant the terms of an Ordinance passed by the City Council and the same has been countersigned by the City Controller.

CITY OF PASADENA

ATTEST:

MAYOR

CITY SECRETARY

COUNTERSIGNED:

CITY CONTROLLER

APPROVED AS TO FORM:

CONTRACTOR

CITY ATTORNEY

BY _____

APPROVED:

ATTEST AND SEAL

DIRECTOR OF PUBLIC WORKS

CONTRACTOR SECRETARY

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2E NO: 2026-

CAPTION: An Ordinance authorizing and approving an interlocal agreement between the City of Pasadena and Armand Bayou Nature Center (ABNC). To pursue conservation efforts for the 175 acres of land at the intersection of Big Island Slough and Armand Bayou.

RECOMMENDATIONS & JUSTIFICATION: The city retains ownership of the property but authorizes ABNC to manage it as conservation land under its Natural Resource Management Plan. ABNC will conserve the wetland and riparian habitats by controlling invasive species, restoring native plants, monitoring wildlife, and assisting law enforcement in preventing unauthorized use. ABNC represents and warrants that it has the necessary expertise, personnel, and equipment to perform these duties in a competent manner.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☐

See attached Certification

COUNCIL ACTION


Jason Ross

DATE: 12/11/25

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

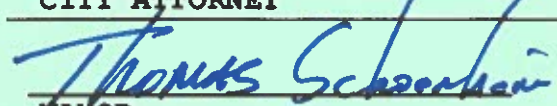
SECOND

APPROVED:


CITY ATTORNEY

DATE

DATE


MAYOR

DEFERRED:

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving an interlocal agreement between the City of Pasadena and Armand Bayou Nature Center (ABNC) to pursue conservation efforts for the 175 acres of land at the intersection of Big Island Slough and Armand Bayou.

WHEREAS, the City of Pasadena retains ownership of the Property (175 acres of land) but authorizes ABNC to manage it as conservation land under its Natural Resource Management Plan; and

WHEREAS, ABNC will conserve the wetlands and riparian habitats by controlling invasive species, restoring native plants, monitoring wildlife, and assisting law enforcement in preventing unauthorized use; and

WHEREAS, ABNC represents and warrants that it has the necessary expertise, personnel, and equipment to perform these duties in a competent manner; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City of Pasadena, Texas, by and through its City Council, hereby authorizes and approves the Interlocal Agreement between Armand Bayou Nature Center and the City of Pasadena, attached hereto and designated Exhibit "A".

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by Interlocal ABNC Agmt26doc

law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

INTERLOCAL AGREEMENT RE: 175 ACRES

THIS INTERLOCAL AGREEMENT ("Agreement") is made on the date contained herein by and between the CITY OF PASADENA, TEXAS ("CITY"), a municipal corporation of the State of Texas, principally situated in Harris County, Texas, and ARMAND BAYOU NATURE CENTER ("ABNC"), a nonprofit corporation of the State of Texas, principally situated in Harris County, Texas, hereinafter collectively referred to as "Parties", acting by and through their respective governing bodies.

The initial address of the parties which one party may change by giving written notice of its changed address to the other parties are as follows:

MAYOR c/o CITY SECRETARY
CITY OF PASADENA
1149 ELLSWORTH DR.
PASADENA, TX 77506

EXECUTIVE DIRECTOR
ARMAND BAYOU NATURE CENTER
8500 BAY AREA BLVD
PASADENA, TX 77507

Whereas, the CITY is the record owner of real property consisting of 175 acres at the intersection of Big Island Slough and Armand Bayou, located and situated in Harris County, Texas and more particularly mapped in Exhibit A attached hereto (the "PROPERTY"); and

Whereas, ABNC is a conservation organization that provides wildlife habitat and educational programs on approximately 3,945 acres of property, including, but not limited to, certain property neighboring the PROPERTY; and

Whereas, the PROPERTY consists of bayou wetlands, riparian wetland forest, and environmental values of great importance to the CITY, ABNC, and the people of Pasadena, the people of Harris County, the people of the Texas Gulf Coast Region, and the people of the State of Texas; and

Whereas, the CITY and ABNC desire to enter into an Agreement providing for the conservation of said 175 acres along Armand Bayou;

Be it resolved that the CITY shall retain ownership of the land, but will allow the land to be used as park-land and to be cared for by ABNC under ABNC's Natural Resource Management Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the Parties named herein, the Parties agree as follows:

I. DEFINITIONS

As used in the Agreement, the following terms shall have meanings set out below:

"AGREEMENT" means this agreement between CITY and ABNC.

"CITY" is defined in the preamble to this Agreement and includes its successors and assigns.

"ABNC" is defined in the preamble to this Agreement and includes its successors and assigns.

"PROPERTY" is defined as the 175 acres at the intersection of Big Island Slough and Armand Bayou as shown in Exhibit A.

II. GOVERNING LAW

This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code and is subject to the laws and jurisdiction of the State of Texas and United States and shall be construed accordingly.

III. VENUE

EXHIBIT "A"

The Parties agree that venue for any suit regarding this Agreement shall be Harris County, Texas.

IV. TERM

The term of this Agreement is for 99 years. Either party may terminate this agreement including any executor options to renew by giving the other party 30 days written notice. If this agreement is not terminated, the agreement will automatically renew at the end of 99 years.

V. SCOPE AND COVENANTS OF THE AGREEMENT

- A. The CITY shall retain ownership of the PROPERTY, but shall allow Armand Bayou Nature Center to use the land as park-land.
- B. ABNC shall care for the land under the auspices of ABNC's Natural Resource Management Plan.
- C. ABNC shall conserve the wetland and riparian forest habitats on the PROPERTY by implementing the following activities and other similar methods not specifically identified herein:
 - Invasive species control through herbicide and/or mechanical means.
 - Re-introducing native plant species.
 - Monitoring wildlife.
 - Cooperating with local law enforcement and Texas Parks and Wildlife game wardens to ensure people do not live, camp, or hunt on the land.
- D. Standards, Covenants, Representations and Warranties. ABNC represents, and warrants that:
 - ABNC possesses the expertise, skill, personnel, and equipment to perform these obligations in a good and workmanlike manner;
 - ABNC's personnel and designees shall have the experience and qualifications to perform these activities;
 - ABNC shall engage in these conservation activities for the benefit of the CITY, with due diligence and care, in a competent and efficient manner, and in a manner consistent with applicable professional best practices; and
 - ABNC and its designees shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the PROPERTY.
- E. Access
 - The CITY hereby grants a non-exclusive right for ingress and egress of ABNC and its contractors, employees, agents and designees and their permitted vehicles, equipment, or other personal property on and across the PROPERTY during the term of this Agreement for the public purposes of conservation and education.
 - ABNC and its contractors, employees, agents or designees shall not impede, impair, disrupt, interfere with, interrupt, or otherwise burden the ownership or operations of the CITY, any tenant, or any other authorized current or future user of the PROPERTY.
- F. Payment – No payment shall be made in consideration for this agreement.
- G. Indemnification.

ABNC shall indemnify, defend (upon the CITY's request), and hold harmless the CITY, as well as the CITY's, officers, partners, and employees, from and against all claims, lawsuits, actions, proceedings, losses, costs, damages, injuries, assessments, fines, penalties, liens, judgments, reasonable and necessary attorneys' fees and

court costs, or awards of any kind or nature whatsoever, including, but not limited to, any loss of or damage to the PROPERTY or its operations (regardless of whether a third party asserts a claim), and the loss of or damage to any property or injury to (including, but not limited to, emotional distress) or death of any person, asserted by any person, governmental agency, or entity whomsoever (including, without limitation, ABNC (or its designees) and their respective employees, invitees, contractors, and subcontractors or their employees, and the CITY's employees, invitees, tenants, contractors, subcontractors, and their respective employees, including survivors claiming under the wrongful death statute) that relate to, arise out of, or are otherwise connected with ABNC's or its designees' performance of the conservation activities under this agreement or any other activities, operations, or omissions conducted on the property, including, but not limited to, any violation of any legal requirement or the imposition of any obligation to protect health or the environment, including the violation of any environmental regulatory law or regulation or the escape, release, migration, explosion, burning, inhalation of, or exposure to any hazardous materials located on or originating from the property as a result of ABNC's (or its contractors, employees, agents or designees) presence or operations thereon. This indemnification shall apply to damages caused by the CITY (or its designees) own negligence or other fault, breach of contract or warranty, violation of statute, or strict liability without regard to fault.

H. Insurance

ABNC shall provide the CITY with copies of its Commercial General Liability, Commercial Umbrella, and Commercial Auto Liability policies each with a minimum coverage of \$1,000,000 per occurrence and shall name the City as additional insured.

IN WITNESS HEREOF all parties have made and executed this Agreement in multiple copies, each of which is an original, to become effective on the date the last party signs the agreement.

Accepted and agreed on the date indicated below:

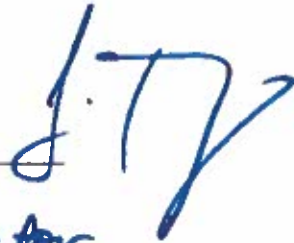
On behalf of the CITY and its representatives

By: _____
(Printed name)

Title: _____

Date: _____

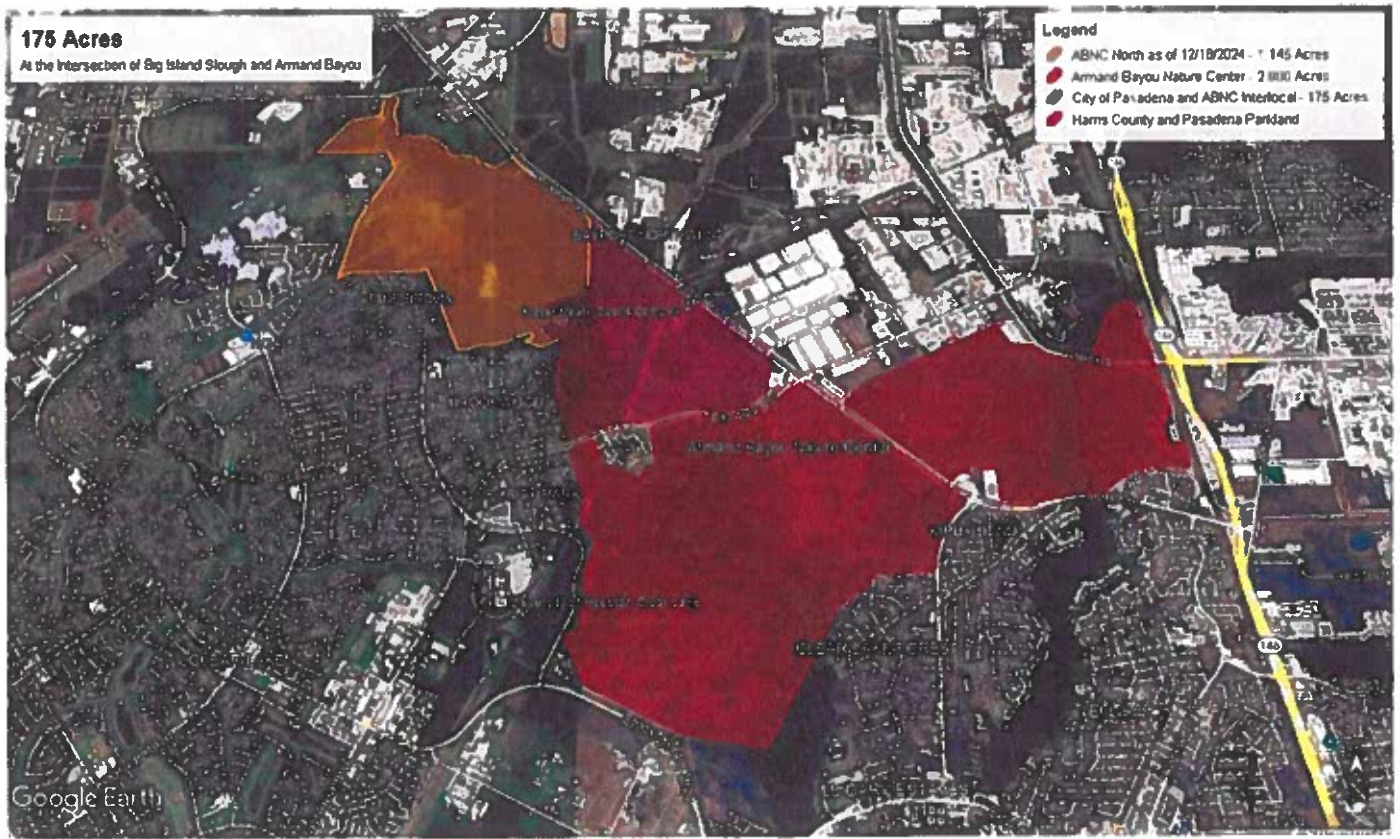
On behalf of ABNC and its representatives

By: Tim Pylate 
(Printed name)

Title: Executive Director

Date: 12/10/2025

EXHIBIT A



176 Acres

At the Intersection of Big Island Slough and Armand Bayou

Legend

- ABNC North as of 12/18/2024 - 1,145 Acres
- Armand Bayou Nature Center - 2,800 Acres
- City of Pasadena and ABNC Interlocal - 175 Acres
- Harris County and Pasadena Parkland

Google Earth

Armand Bayou Nature

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2F NO: 2026-

CAPTION: Approving Work Authorization for Public Management, Inc. for post-funding administration services as described under Ordinance # 2025-053 and appropriating \$300,000.00 for the Red Bluff Terrace Ph II Improvements (CIP # S249) Project from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

RECOMMENDATIONS & JUSTIFICATION: Ordinance # 2025-248 approved an agreement with the TX General Land Office (GLO) for \$5,000,000.00 from the Community Development Block Grant - Disaster Recovery Reallocation Program. Administration services for the grant were included in the application.

Staff selected Public Management, Inc. for pre and post funding services under Ordinance # 2025-053 and we are now seeking Council to authorize the continuation of the services and appropriate the funding.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION: ☒

See attached Certification

Robin S. Green, Jr.
Robin S. Green, Jr. DATE: 12/10/2025
REQUESTING PARTY (TYPED)

COUNCIL ACTION

Sherry Womack
BUDGET DEPARTMENT

FIRST READING:

FINAL READING:

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

CITY ATTORNEY

DATE

DATE

Thomás Schoenbrin
MAYOR

DEFERRED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 8, 2025

AMOUNT: \$300,000.00

DEPARTMENT NO: 14100

ACCOUNT NO. 098-33180

TASK NO.

CIP NO. S249

PROJECT DESCRIPTION: Approve work authorization for Public Management, Inc. for Post Award/Funding Services as approved under Ordinance # 2025-053.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


 Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance No. 2025-053 and appropriating \$300,000.00 for the Red Bluff Terrace PH II Improvements Project (CIP #S249) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

WHEREAS, Ordinance No. 2025-248 approved an agreement with the Texas General Land Office (GLO) for \$5,000,000.00 from the Community Development Block Grant - Disaster Recovery Reallocation Program and administration services for the grant were included in the application; and

WHEREAS, Staff selected Public Management, Inc. for pre and post funding services under Ordinance No. 2025-053 and now seeks Council authorization for continuation of the services and to appropriate the funding; and

WHEREAS, Public Management, Inc. will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, Public Management, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of Public Management, Inc. is in accordance with Section 2254 of the Texas Government Code; and
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain Work Authorization, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Public Management, Inc. to provide post-funding administration services as described under Ordinance No. 2025-053, for a total appropriation of Three Hundred Thousand Dollars (\$300,000.00) out of Account No. 098-33180 is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of

this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

**Attachment I
Work Authorization**

For work associated with City of Pasadena Red Bluff Phase II CDBG-DR Contract No. 25-143-016-F352, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Three Hundred Thousand Dollars and 0/100 (\$300,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

GENERAL ADMINISTRATIVE SERVICES		
MILESTONE	PERCENTAGE	FEE
Kick-off Meeting & Start-up Package	15%	\$43,500.00
Environmental Notice to Proceed	15%	\$43,500.00
Authority to Use Grant Funds	20%	\$58,000.00
Bid Advertise	10%	\$29,000.00
Construction Notice to Proceed	25%	\$72,500.00
As-Builts/COCC/FWCR	10%	\$29,000.00
Closeout Packet Approval	5%	\$14,500.00
Subtotal	100%	\$290,000.00
ENVIRONMENTAL SERVICES		
Environmental Services	N/A	\$10,000.00
Subtotal	N/A	\$10,000.00
TOTAL FEE		\$300,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates. *Upon execution of this Work Authorization Public Management, Inc. is issued Notice to Proceed (NTP) for contract start-up documents and the environmental review record.*



**PUBLIC
MANAGEMENT**
P.O. BOX 1827
CLEVELAND, TEXAS 77317-827

PATRICK K. WILTSHIRE
President

CLIENT

CHIEF ELECTED OFFICIAL

ATTEST:

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

20 NO: 2026-

CAPTION: Approving Work Authorization for Public Management, Inc. for post-funding administration services as described under Ordinance # 2025-053 and appropriating \$345,000.00 for the Red Bluff Terrace Ph I Improvements (CIP # S248) Project from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

RECOMMENDATIONS & JUSTIFICATION: Ordinance # 2025-247 approved an agreement with the TX General Land Office (GLO) for \$6,000,000.00 from the Community Development Block Grant - Disaster Recovery Reallocation Program. Administration services for the grant were included in the application.

Staff selected Public Management, Inc. for pre and post funding services under Ordinance # 2025-053 and we are now seeking Council to authorize the continuation of the services and appropriate the funding.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION: ☒

See attached Certification

	COUNCIL ACTION	
<u>Robin S. Green</u> REQUESTING PARTY (TYPED)	FIRST READING:	FINAL READING:
<u>Shay Womach</u> BUDGET DEPARTMENT	MOTION	MOTION
<u>PURCHASING DEPARTMENT</u>	SECOND	SECOND
APPROVED:		
<u>Carl Bromber</u> CITY ATTORNEY	DATE	DATE
<u>Thomas Schenkein</u> MAYOR	DEFERRED:	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 8, 2025

AMOUNT: \$345,000.00

DEPARTMENT NO: 14100

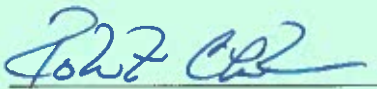
ACCOUNT NO. 098-33180

TASK NO.

CIP NO. S248

PROJECT DESCRIPTION: Approve work authorization for Public Management, Inc. for Post Award/Funding Services as approved under Ordinance # 2025-053.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


for Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance No. 2025-053 and appropriating \$345,000.00 for the Red Bluff Terrace PH I Improvements Project (CIP #S248) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

WHEREAS, Ordinance No. 2025-247 approved an agreement with the Texas General Land Office (GLO) for \$6,000,000.00 from the Community Development Block Grant - Disaster Recovery Reallocation Program and administration services for the grant were included in the application; and

WHEREAS, Staff selected Public Management, Inc. for pre and post funding services under Ordinance No. 2025-053 and now seeks Council authorization for continuation of the services and to appropriate the funding; and

WHEREAS, Public Management, Inc. will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, Public Management, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of Public Management, Inc. is in accordance with Section 2254 of the Texas Government Code; and
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain Work Authorization, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Public Management, Inc. to provide post-funding administration services as described under Ordinance No. 2025-053, for a total appropriation of Three Hundred Forty-Five Thousand Dollars (\$345,000.00) out of Account No. 098-33180 is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

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SECTION 6. That the City Council officially determines that a

sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

**Attachment I
Work Authorization**

For work associated with **City of Pasadena Red Bluff Phase I CDBG-DR Contract No. 25-143-015-F351**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Three Hundred Forty-Five Thousand Dollars and 0/100 (\$345,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>GENERAL ADMINISTRATIVE SERVICES</u>		
<u>MILESTONE</u>	<u>PERCENTAGE</u>	<u>FEE</u>
Kick-off Meeting & Start-up Package	15%	\$48,000.00
Environmental Notice to Proceed	15%	\$48,000.00
Authority to Use Grant Funds	20%	\$64,000.00
Bid Advertise	10%	\$32,000.00
Construction Notice to Proceed	25%	\$80,000.00
As-Builts/COCC/FWCR	10%	\$32,000.00
Closeout Packet Approval	5%	\$16,000.00
Subtotal	100%	\$320,000.00
<u>ENVIRONMENTAL SERVICES</u>		
Environmental Services	N/A	\$25,000.00
Subtotal	N/A	\$25,000.00
TOTAL FEE		\$345,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates. *Upon execution of this Work Authorization Public Management, Inc. is issued Notice to Proceed (NTP) for contract start-up documents and the environmental review record.*


**PUBLIC
MANAGEMENT**
P.O. BOX 1827
CLEVELAND, TEXAS 77128-1827


PATRICK K. WILTSHIRE
President

CLIENT

CHIEF ELECTED OFFICAL

ATTEST:

1-6-25
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2H NO: 2026

CAPTION:

Approve a 12-month contract with Pumps of Houston, Inc. for purchase and repair of Grundfos and Myers pumping equipment.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends a contract with Pumps of Houston, Inc. who is the sole source provider of Grundfos and Myers pumping equipment in this service area. As the City's infrastructure is standardized on these manufacturers' products, procuring through the authorized provider ensures compatibility, maintains equipment warranties, and supports operational continuity.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

Council Districts Affected:

REQUIRES APPROPRIATION: ☐

See attached Certification

REQUESTING PARTY (Robin Green)	COUNCIL ACTION	
	FIRST READING:	FINAL READING:
DATE: 12/8/2025 BUDGET DEPARTMENT	MOTION	MOTION
Karen Wallace PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED: City Attorney	DATE	DATE
Thomas Schoenheit MAYOR	DEFERRED:	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 12/8/2025

AMOUNT: \$300,000

DEPARTMENT NO: 30400, 30300

ACCOUNT NO. 7103, 7925

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Purchase and repair of Grundfos and Myers pumping equipment.

\$170,000 from 30400-7103

\$130,000 from 30300-7925

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a 12-month contract between the City of Pasadena, Texas and Pumps of Houston, Inc. for purchase and repair of Grundfos and Myers pumping equipment.

WHEREAS, Public Works staff recommends approving the agreement with Pumps of Houston, Inc., who is the sole source provider of Grundfos and Myers pumping equipment in this service area and this purchase will serve to protect the health, safety and welfare of the residents; and

WHEREAS, the City's infrastructure is standardized on these manufacturers' products and procuring through the authorized provider ensures compatibility, maintains equipment warranties and supports operational continuity; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Pumps of Houston, Inc. for purchase and repair of pumping equipment for a

total appropriation of \$300,000.00 is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further

confirms such written notice and the contents and posting thereof.

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Pumps of Houston, Inc. (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Contractor agrees to supply and deliver equipment and/or repairs to Grundfos and Myers pumping equipment for the City of Pasadena on an as-needed basis for a 12-month period.

II.

City agrees to pay to Contractor up to the total amount of \$300,000.00 for necessary equipment purchase and/or repairs made at City's request to Grundfos and Myers pumping equipment during said 12-month period.

III.

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

KPurchPW.RepairsPumpEquipment.PumpsOfHouston26

EXHIBIT "A"

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

PUMPS OF HOUSTON, INC.

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the ____ day
of _____, 2026 by _____, the
_____ of PUMPS OF HOUSTON, INC. a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

CITY OF PASADENA
SOLE SOURCE JUSTIFICATION

Vendor: Pumps of Houston

Product/Service: pumps, motors, controls and services/labor

Estimated annual expenditure for the above commodity or service: \$ 200,000.00

Initial all entries below that apply to the proposed purchase. Attach a written summary of the request for exemption from Local Gov't Code 252, containing complete justification and support documentation as directed in initialed entry below. (More than one entry will apply to most sole source products/services requested).

1. ☒ X SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 or 5 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GREATER HOUSTON AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's - not the distributor's - written certification that identifies all regional distributors. Item no. 4 or 5 also must be completed.)
3. ☐ THE PARTS / EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. ☐ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. ☒ X THE PARTS / EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned request that Texas Local Government Code §252.021 Competitive Bidding and Competitive Proposal Requirements be waived and that the vendor identified as the supplier of the service or material described in this Sole Source Justification be authorized as a sole source for the service or material.

[Signature]
DEPARTMENT HEAD SIGNATURE

Robin S. Green, Jr.
MANAGING DIRECTOR SIGNATURE

Wastewater Maintenance
DEPARTMENT

DIVISION

8.29.2025
DATE

(PURCHASING DEPARTMENT USE ONLY)

APPROVED BY PURCHASING: Karen Wallace

DATE: 9/8/25

DISAPPROVED BY: _____

DATE: _____

REASON FOR DISAPPROVAL: _____

(Please allow up to 45 days to process Sole Source Justification.)

GRUNDFOS CBS INC.
902 Koomey Road
Brookshire, TX 77423 USA
Telephone (281) 994-2700
Fax (800) 945-4777
www.grundfos.com

August 29th 2025

To Whom This May Concern:

Please be advised that Pumps of Houston, Inc located at 10239 Cossey Road, Houston, Texas with the website listed as www.pumpsofhouston.com is our only authorized water utility (municipal) distributor in the southern region of Texas for our Grundfos products. Pumps of Houston, Inc has been a distributor of Grundfos for over 30 years and carries our Grundfos, PACO, Yeomans, Chicago, Morris and Sewer Chewer brand of products.

We truly appreciate your past business and the opportunity to be your pump company of choice. Please feel free to reach out to me if you have any questions or require additional information.

Sincerely,

Regina Higgins

Regional Sales Manager
Grundfos Water Utility, Inc
rhiggins@grundfos.com



Greg Gaffney

419-685-0293
@pentair.com

August 18, 2025

To Whom It May Concern,

Re: Sole Source Representation
Pumps of Houston
10239 Cossey Rd.
Houston Texas, 77070

This letter is to inform you that Pumps of Houston is the exclusive authorized Pentair Flow Technologies Myers distributor for Harris County in the State of Texas. Their contract covers both new units and OEM repair parts for this region in the municipal market. Only companies such as Pumps of Houston that are under contract with Pentair Flow Technologies are authorized to sell our products, OEM parts, and services. Please contact Pentair should you have any questions regarding specific locations for representation.

We thank you for your confidence in Pentair Myers products and we look forward to serving your requirements in the future through Pumps of Houston.

Sincerely,

Greg Gaffney

Greg Gaffney
Regional Sales Manager

cc: Nic Piano
Thomas Cook

Pumps of Houston
Pumps of Houston



Date: 08/28/2025

To: Purchasing Department

From: Marco Hernandez, Superintendent

Subject: Sole Source Justification

The City of Pasadena for many years has been standardizing the pumps at all lift station and Water Treatment Facilities. The Pentair Myers and Grundfos pumps that are currently in operation are captive in their application. In the event these pumps fail they can only be replaced by new pumps of the same size and manufacture.

Both manufacturers for these pumps have designated Pumps of Houston as the Sole provider in the Houston area.

Thank you for your consideration

Marco Hernandez

Public Works Superintendent

Wastewater Maintenance

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

21 NO: 2026-

CAPTION: Request an ordinance approving a 12-month supply contract with Brodart Co.

RECOMMENDATIONS & JUSTIFICATION: This contract is to enable the Library to purchase materials for their continuing collection development on an "as needed" basis as well as ancillary services. The Library will provide updated publications, digital and printed books, audio-visual materials, and textbooks to the public.

This purchase will be made using the TxSmartBuy contract# 715-M2, which was competitively bid by the State of Texas Cooperative Purchasing Program and awarded within the guidelines of Texas bid statutes.

Staff recommends the award of a contract to Brodart Co.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED

REQUIRES APPROPRIATION: ☐

See attached Certification

		COUNCIL ACTION	
		FIRST READING:	FINAL READING:
<u>Kenya Johnson</u> REQUESTING PARTY (TYPED)	DATE: <u>11/20/25</u>		
<u>BUDGET DEPARTMENT</u>		MOTION	MOTION
<u>Karen Wallace</u> PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<u>Ch. Rul</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Schreiber</u> MAYOR		DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 12/9/25

AMOUNT: \$270,000.00

DEPARTMENT NO: 17110

ACCOUNT NO. 7261

TASK NO.

CIP NO.

PROJECT DESCRIPTION: Continuing Collection Development for Library

FY27 estimated expenditure: \$ 250,000.00

Department No: 17110 Account No: 7261

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a 12-month supply contract by and between the City of Pasadena, Texas and Brodart Co. using TXSmartBuy contract #715-M2 to enable the Library to purchase materials for their continuing collection development on an "as needed" basis and for ancillary services.

WHEREAS, the Library will provide updated publications, digital and printed books, audio visual materials, and textbooks to the public; and

WHEREAS, this purchase will be made using the TxSmartBuy contract #715-M2, which was competitively bid by the State of Texas Cooperative Purchasing Program and awarded within the guidelines of Texas bid statutes; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Brodart Co. is hereby authorized and approved.

SECTION 3. That the City Council hereby authorizes the 12-month supply contract with Brodart Co. using TXSmartBuy Contract #715-M2 in the amount of Two Hundred Seventy Thousand Dollars and No/100 (\$270,000.00), as more fully Described in Exhibit "1".

Section 4. That there is hereby appropriated out of Account No. 17110-7261 the amount of Two Hundred Seventy Thousand Dollars and No/100 (\$270,000.00); and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 5. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 6. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 7. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been

open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Brodart Co. (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

The parties agree that the terms of the contract between Brodart Co. and the Texas Local Government Purchasing Cooperative TxSmartBuy Contract No. 715-M2 will be applicable to this project, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "1".

II.

Contractor agrees to supply materials for City's continuing collection development on an "as needed" basis as well as ancillary services to the Library through TxSmartBuy Contract No. 715-M2.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days' written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

(SIGNATURE AND APPROVAL - NEXT PAGE)

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

BRODART CO.

SECRETARY

PRESIDENT

THE STATE OF PENNSYLVANIA §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day
of _____, 2026 by _____, the
_____ of BRODART CO., a _____
corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF NORTH CAROLINA
Name: _____

My Commission expires:



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Page 1 of 2

NOTICE OF AWARD

Brodart Co.
Lisa Miosi, Vice President, Customer Care
500 Arch Street
Williamsport, PA 17701

Re: Contract Category: 715-M2 Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services
Contract ID No.: 715M2-3350
RFP No.: 304T-26-715M2
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award, or November 1, 2025, whichever is later, through October 31, 2026

Your company, Brodart Co., submitted a Response to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your Response for the item(s) listed in the attached Contract Item List.

As referenced in Part A, Section A.15.1, Awards Approach, CPA has awarded categories and ancillary services to multiple vendors to allow Customers to fulfill their needs.

Please review the attached Contract Item List carefully. Notify CPA of any errors requiring correction within five (5) business days of the date the Notice of Award was sent by email from Statewide Contract Development. Such notification and all invitations for any changes to the Contract, including communications regarding the Contract, shall reference the Contract number and RFP number and be submitted to Statewide Contract Management.

The Contract consists of the documents stated in Section B.3.2 of the RFP; however, products or services in your Response for which you sought an award that are not included in the attached Contract Item List are not part of the Contract.

All assumptions or exceptions included in your Response, if any, are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

NOTICE OF AWARD

Page 2 of 2

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Statewide Contract Management

Email: spd.cmo@cpa.texas.gov

Texas Comptroller of Public Accounts

DocuSigned by:



Lisa Craven

Deputy Comptroller

Date: 10/28/2025 | 5:48 PM CDT



State of Texas Contract #715-M2

Discounts and Prices for Library Services

Terms valid through October 31, 2026

Brodart is pleased to offer you these discounts and prices for the purchase of library materials and related services. Brodart has been serving libraries since 1939 with a complete range of library services. Every service we offer has been designed with librarians in mind. We are committed to providing your library with the most exceptional and flexible service available.

Discounts

Trade Hardcover Editions	46.0%
Non-Trade Hardcover & Paperback Editions.....	12.0%
Publisher's Library Editions	23.0%
Single Reinforced Editions	40.0%
Trade & Mass Market Paperback Editions	40.0%
Prebind.....	10.0%

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

Book Cataloging & Processing Options (applicable to books purchased through Brodart)

Starter Cataloging & Processing \$1.99
(Jacket (or lament cover), Label protectors, Spine label, Barcode, and standard MARC record)

Starter Cataloging & Processing with RFID \$2.64
Jacket (or lament cover), Label protectors, Spine label, Barcode, and standard MARC record, RFID (library supplied) Brodart apply and linked

Flex Cataloging & Processing \$2.50 - \$6.00
Per item processing is dependent on cataloging specifications and processing components

Compleat Cataloging & Processing \$3.50 - \$7.00
Per item processing is dependent on cataloging specifications and processing components



State of Texas Contract #715-M2

Discounts and Prices for Library Services

Book Processing Options (applicable to books purchased through Brodart)

Brief MARC Record.....	N/C
MARC Record	\$.75
Jacket	\$1.15
Spine Label	\$.38
Barcode Label.....	\$.38
Label (per application)	
Customer Supplied.....	\$.30
Vendor Supplied.....	\$.38
Genre Label	\$.38
Label Protector	\$.25
Pocket (paper)	\$.35
Pocket (vinyl)	\$.45
Property Stamp	\$.32
Spine Label (inside)	\$.42
Spine Label (outside)	\$.95
Pre-Programmed RFID/Barcode Set (1 Barcode)	\$.48
RFID (universal tag programmed and applied)	\$.65
Theft Deterrent Tape	\$.70
BrodartGuard (paperback reinforced with heavy laminate)	\$2.50
BrodartConvert (paperback converted to hardcover)	\$9.00

A variety of additional cataloging and processing options are available through Brodart and will be priced per each library's specifications. Please contact your Sales Representative for more information.

Shipping

Freight N/C
Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery to a central location.

RFP No. 304T-26-715M2

[illegible]

Additional Information

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Broadart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price. Publisher's list prices are subject to change without notice.

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3350
RFP No. 304T-26-715M2

Brodart Co.

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminated Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$1.99	Brodart's Starter Cataloging & Processing Service, for a description of our cataloging services please see Page 38.
Mylar Jacket (or Laminated Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$2.64	Brodart's Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.
Flex Cataloging & Processing Service	\$2.50 - \$6.00	Per item pricing is dependant on Cataloging specifications and Processing components.
Complete Cataloging & Processing Service	\$3.50 - \$7.00	Per item pricing is dependant on Cataloging specifications and Processing components.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.
Standard MARC Record	\$0.75	Per item pricing - Starter cataloging record.
Mylar Jacket	\$1.15	Per item pricing - supplied and applied by Brodart tape or glued.
Barcode Label	\$0.38	Per item pricing - supplied and applied by Brodart.
Label (per application - Customer supplied)	\$0.30	Per label pricing - customer supplied.
Label (per application - Vendor supplied)	\$0.38	Per label pricing - Brodart supplied.
Genre Label	\$0.38	Per label pricing - Brodart supplied.
Spine Label	\$0.18	Per label pricing - Brodart supplied.
Label Protector	\$0.75	Per label protector pricing - Brodart supplied.
Pocket (paper)	\$0.35	Per item pricing - Brodart supplied.
Pocket (vinyl)	\$0.45	Per item pricing - Brodart supplied vinyl corner pockets for accompanying material.
Property Stamp (per impression)	\$0.32	Per stamp/inkation per item pricing.
Spine Tape (inside)	\$0.42	Per item pricing - 1" tape applied to inside cover.
Spine Tape (outside)	\$0.65	Per item pricing - 4" tape applied to outside cover.

Additional Processing Components	
Opening Day Collection Vendor Selection Service: \$1.25 - \$1.40 per item (depending on complexity of selection)	
TIPS -Collection Development Services (double click to see additional ancillary information below)	
Collection Builder (Customized Selection Lists)	
Collection Builder Custom Selection Lists	No Charge
FASTips (Standing Orders)	
FASTips Profiles	No Charge
TIPS Profiles (Profiled Selection Lists)	
Silver TIPS	No Charge
Diamond TIPS	No Charge
Up to 3 profiles for \$100 monthly, up to 8 profiles for \$200 monthly, up to 15 profiles for \$300 monthly	

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Linking	N/A	N/A
Spoken Audio CD Case, Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminates, Various Thicknesses	\$2.50	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminates, Various Thicknesses	\$9.00	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	\$0.48	This pricing reflects the RFID tag being supplied by the library. Brodart will apply the tag to each book.
RFID ("universal" tag programmed and applied)	\$0.65	This pricing reflects the RFID tag being supplied by the library. Brodart will program a barcode number on the tag and apply the tag to a book.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	\$0.10	3M Little Tape - machine application between random pages.

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

25 NO: 2026-

CAPTION: AWARD CONTRACT WITH T CONSTRUCTION, LLC. FOR THE 2026 CITYWIDE
SANITARY SEWER (CIP# WW082) FOR A TOTAL APPROPRIATION OF \$1,448,028.75
FROM THE SYSTEM CIP FUND BALANCE ACCOUNT 390-33180.

RECOMMENDATIONS & JUSTIFICATION: STAFF RECOMMENDS AWARD TO THE LOWEST RESPONSIBLE BIDDER.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION: ☐

See attached Certification

COUNCIL ACTION

Robin S. Green, Jr. DATE: 12/15/2025
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

Sheryl Towalski

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

CAR Brumlee
CITY ATTORNEY

DATE _____

DATE _____

Thomas Schaefer
MAYOR

DEFERRED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 15, 2025

AMOUNT: \$1,448,028.75

DEPARTMENT NO: 14100

ACCOUNT NO. 390-33180

TASK NO.

CIP NO. WW082

PROJECT DESCRIPTION: Award 2026 Citywide Sanitary Sewer to T Construction, LLC.

\$1,379,075.00	(Contract Amount)
\$ 68,953.75	(5% Contingency)
\$1,448,028.75	(Total Appropriation)

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and T Construction, Inc. for the 2026 Citywide Sanitary Sewer Rehabilitation Project (CIP #WW082) for a total appropriation of One Million Four Hundred Forty-Eight Thousand Twenty-Eight Dollars and 75/100 (\$1,448,028.75) from the System CIP Fund Balance Account.

WHEREAS, T Construction, Inc. submitted the lowest responsible bid received on December 9, 2025 for sanitary sewer rehabilitation within the City of Pasadena City Limits; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and T Construction, Inc. for the 2026 Citywide Sanitary Sewer Rehabilitation Project (CIP #WW082) in the amount of One Million Four Hundred Forty-Eight Thousand Twenty-Eight Dollars and 75/100 (\$1,448,028.75), is hereby authorized and approved.

SECTION 3. The City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City has been duly certified for availability of payment from Account No. 390-33180 in the amount of One Million Four Hundred Forty-Eight Thousand Twenty-Eight Dollars and 75/100 (\$1,448,028.75), for payment to T Construction, Inc. for the 2026 Citywide Sanitary Sewer Rehabilitation Project (CIP #WW082), and such amount is hereby appropriated for the purpose of providing for such contract. The Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by

law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
_____ day of _____, A.D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the _____ day of _____, A. D., 2026.

APPROVED this the _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

CITY OF PASADENA

December 9, 2025

City of Pasadena - 1149 Ellsworth Dr., Pasadena, TX 77506

CIP #W078 – 2026 Citywide Waterline

Bidder	Bid Amount	Date Received	Time Received
McKinney Construction, Inc	1,451,978.00	12/8/25	9:4 a.m.
Experts Underground Solutions LLC	1,178,748.00	12/8/25	11:02 a.m.
Mar-Con Services, LLC.	1,994,598.80	12/8/25	1:34 p.m.
DL Glover Pipe Bursting, LLC	1,809,789.00	12/8/25	2:23 p.m.
T Construction, LLC	1,425,690.00	12/8/25	2:33 p.m.

CIP #WW082 – 2026 Citywide Sanitary Sewer

Bidder	Bid Amount	Date Received	Time Received
Experts Underground Solutions LLC	1,430,710.00	12/8/25	11:02 a.m.
DL Glover Pipe Bursting, LLC	1,402,190.00	12/8/25	2:23 p.m.
T Construction, LLC	1,379,075.00	12/8/25	2:33 p.m.

BID #25-027 – Vehicle Body Repair & Painting

Bidder	Bid Amount	Date Received	Time Received
Pasadena Auto Collision	Passenger Vehicles \$52.00 Trucks (per hour) \$52.00	11/25/25	2:45 p.m.
Pasadena Mac Haik F LTD	Passenger vehicles & Sixty - 4000 Trucks & Sixty - 6000	12/8/25	10:56 a.m.
Helfman Ford	Passenger vehicles - \$62.00 Trucks - N/A	12/8/25	10:57 a.m.

BID #25-026 – Automotive Repair & OEM Parts & Supplies

Bidder	Bid Amount	Date Received	Time Received
Allen and Kerber Auto Supply	% off	12/2/25	9:26 a.m.
Monument Chevrolet	25% off	12/4/25	2:20 p.m.
Bass & Meineke No.1, LLC	% off	12/5/25	12:59 p.m.
Parts Authority LLC	% off	12/5/25	3:17 p.m.
Pasadena Mac Haik F LTD	31% off	12/8/25	10:57 a.m.
Helfman Ford	35% off	12/8/25	10:58 a.m.
Tommie Vaughn Ford	25% off	12/8/25	3:05 p.m.

ATTENDEES PLEASE SIGN IN

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Kristy Vargas	DL Glover
ELYAS MENDOZA	MAR-CON SERVICES, LLC.
Oscar DeLeon	Mac Haik Ford Pascual
Ermin Perez	T-Construction
Stephanie Wells	Helfman Ford
Urban Davis	Bass & Melnick
Elissa Brown	Engineering / COP
Cheyenne Helton	Purch
MIKELLINE ESCOBEDO	EXPERTS UNDERGROUND SOLUTIONS
Adolfo Chavez Jr.	Engineering / COP



City of Pasadena

Bid Tabulation - 2026 Citywide Waterline Replacement - CP No. W078

A. Administrative Items			Experts Underground Solutions, LLC				T Construction, LLC				McKinney Construction, Inc.				DL Glover Pipe Busting, LLC				Marcon Services, LLC			
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension				
1	Gen. Cond	Insurance and Bonds	LS	1	\$18,900.00	\$ 18,900.00			\$20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$40,000.00	\$ 40,000.00	\$267,465.90	\$ 267,465.90						
2	1502	Mobilization Per Work Order (Less than \$300k)	LS	2	\$3,200.00	\$ 6,400.00	\$4,000.00	\$ 8,000.00	\$2,500.00	\$ 5,000.00	\$3,000.00	\$ 6,000.00	\$5,750.00	\$ 11,500.00								
3	1502	Mobilization Per Work Order (Greater than \$300k)	LS	2	\$3,000.00	\$ 6,000.00	\$1,500.00	\$ 3,000.00	\$2,500.00	\$ 5,000.00	\$3,500.00	\$ 7,000.00	\$6,900.00	\$ 13,800.00								
4	SPL	Demobilization / Remobilization as Directed By Engineer	LS	2	\$3,000.00	\$ 6,000.00	\$1,000.00	\$ 2,000.00	\$2,500.00	\$ 5,000.00	\$2,470.00	\$ 4,940.00	\$8,900.00	\$ 13,800.00								
5	1580	Furnish, install, maintain and Relocate Project Signs, as needed	EA	2	\$900.00	\$ 1,800.00	\$850.00	\$ 1,700.00	\$1,000.00	\$ 2,000.00	\$1,000.00	\$ 2,000.00	\$1,495.00	\$ 2,990.00			\$2,990.00	\$ 2,990.00				
					Administrative Subtotal		\$ 38,100.00		\$ 34,700.00		\$ 42,000.00		\$ 59,940.00		\$ 209,555.90							
B. General Items																						
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension				
6	1555	Traffic Control and Regulation	MO	12	\$680.00	\$ 8,160.00	\$2,500.00	\$ 30,000.00	\$2,500.00	\$ 30,000.00	\$1,300.00	\$ 15,600.00	\$2,500.00	\$ 30,960.00								
7	1573	Pier/Fabric Fence - Reinforced and Non-Reinforced	LF	5,000	\$1.45	\$ 7,250.00	\$0.50	\$ 2,500.00	\$0.50	\$ 2,500.00	\$2.00	\$ 10,000.00	\$0.70	\$ 3,500.00								
8	1574	Wall Protection Barriers	EA	20	\$50.00	\$ 1,000.00	\$35.00	\$ 700.00	\$100.00	\$ 2,000.00	\$96.00	\$ 1,920.00	\$115.00	\$ 2,300.00								
9	1578	Groundwater Control System (or Open Cut Construction (As approved by City of Pasadena)	LF	100	\$2.00	\$ 200.00	\$9.00	\$ 900.00	\$25.00	\$ 2,500.00	\$5.00	\$ 500.00	\$34.50	\$ 3,450.00								
10	1561	Trench Safety System - 5' to 15' Depth	LF	250	\$3.00	\$ 750.00	\$5.00	\$ 1,250.00	\$0.01	\$ 2.50	\$35.00	\$ 8,750.00	\$0.90	\$ 225.00								
11	1561	Trench Safety System - 15 to 20' Depth	LF	50	\$1.00	\$ 50.00	\$0.50	\$ 25.00	\$0.01	\$ 0.50	\$50.00	\$ 2,500.00	\$32.20	\$ 1,610.00								
					General Subtotal		\$ 17,410.00		\$ 35,375.00		\$ 37,000.00		\$ 39,270.00		\$ 41,445.00							
C. Water Bid Items For Work Orders																						
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension				
12	2511 / 2447	6" C-800 Water Line Augered, Complete in Place	LF	100	\$36.00	\$ 3,600.00	\$5.00	\$ 500.00	\$50.00	\$ 5,000.00	\$100.00	\$ 10,000.00	\$92.40	\$ 9,240.00								
13	2511/2447	8" C-800 Water Line Augered, Complete in Place	LF	7,000	\$42.00	\$ 294,000.00	\$56.00	\$ 392,000.00	\$58.00	\$ 406,000.00	\$75.00	\$ 525,000.00	\$50.80	\$ 355,600.00								
14	2511	8" C-800 Water Line, Open Cut, Complete in Place	LF	200	\$42.00	\$ 8,400.00	\$54.00	\$ 10,800.00	\$58.00	\$ 11,600.00	\$125.00	\$ 25,000.00	\$108.50	\$ 21,900.00								
15	2511/2447	8" C-800 Reinforced Water Line in 16" Steel Casing, Augered, Complete in Place	LF	50	\$165.00	\$ 8,250.00	\$85.00	\$ 2,750.00	\$85.00	\$ 4,250.00	\$335.00	\$ 16,750.00	\$253.00	\$ 12,650.00								
16	2520	Fire Hydrant Assembly, Inc. 6" Gate Valve	EA	10	\$6,275.00	\$ 62,750.00	\$7,164.00	\$ 71,640.00	\$7,200.00	\$ 72,000.00	\$7,000.00	\$ 70,000.00	\$8,138.00	\$ 81,380.00								
17	2512	New 3/4" to 1-1/2" Water Service, Short side	EA	100	\$795.00	\$ 79,500.00	\$600.00	\$ 60,000.00	\$650.00	\$ 65,000.00	\$1,670.00	\$ 167,000.00	\$1,545.50	\$ 154,550.00								
18	2512	New 3/4" to 1-1/2" Water Service, Long side	EA	100	\$1,145.00	\$ 114,500.00	\$1,100.00	\$ 110,000.00	\$850.00	\$ 85,000.00	\$3,574.00	\$ 357,400.00	\$2,087.30	\$ 208,730.00								
19	2512	New 2" Water Service, Short side	EA	1	\$1,520.00	\$ 1,520.00	\$1,900.00	\$ 1,900.00	\$2,000.00	\$ 2,000.00	\$1,891.00	\$ 1,891.00	\$2,924.80	\$ 2,924.80								
20	2512	New 2" Water Service, Long side	EA	1	\$2,275.00	\$ 2,275.00	\$2,200.00	\$ 2,200.00	\$2,500.00	\$ 2,500.00	\$3,003.00	\$ 3,003.00	\$2,924.80	\$ 2,924.80								
21	2512	3/4" PVC SCH 40 Service Line, Re-routing and Installation on Private Property (Including painting, Connection to House and Meter, Including 3/4" Coupling and Gate Valve)	LF	5,000	\$6.00	\$ 30,000.00	\$20.00	\$ 100,000.00	\$25.00	\$ 125,000.00	\$5.00	\$ 25,000.00	\$8.60	\$ 43,000.00								
22	2512	Tapping new 3/4" - 1-1/2" Water Service to Existing 6"- 12" Water Main, Long or Short, (Including Water Meter Box)	EA	20	\$1,200.00	\$ 24,000.00	\$250.00	\$ 5,000.00	\$850.00	\$ 17,000.00	\$1,248.00	\$ 24,960.00	\$1,766.50	\$ 35,330.00								
23	2512	Relocate Existing Water Meter	EA	50	\$380.00	\$ 19,000.00	\$950.00	\$ 47,500.00	\$350.00	\$ 17,500.00	\$200.00	\$ 10,000.00	\$232.50	\$ 11,125.00								
24	2525 / 2521	8" x 6" Tapping Shave with Gate Valve and Box	EA	5	\$4,600.00	\$ 23,000.00	\$4,200.00	\$ 21,000.00	\$4,500.00	\$ 22,500.00	\$4,441.90	\$ 22,209.50	\$4,441.90	\$ 22,209.50								
25	2525 / 2521	8" x 8" Tapping Shave with Gate Valve and Box	EA	10	\$5,475.00	\$ 54,750.00	\$5,850.00	\$ 58,500.00	\$6,500.00	\$ 65,000.00	\$6,083.00	\$ 60,830.00	\$6,083.00	\$ 60,830.00								
26	2521	6" Gate Valve and Box, Complete in Place	EA	5	\$2,300.00	\$ 11,500.00	\$1,500.00	\$ 7,500.00	\$1,200.00	\$ 6,000.00	\$1,379.00	\$ 6,895.00	\$2,175.90	\$ 10,879.50								
27	2521	8" Gate Valve and Box, Complete in Place	EA	5	\$2,700.00	\$ 13,500.00	\$2,450.00	\$ 12,250.00	\$2,500.00	\$ 12,500.00	\$2,173.00	\$ 10,865.00	\$2,864.70	\$ 14,323.50								
28	2513	2" Wat. Connection	EA	2	\$1,004.00	\$ 2,008.00	\$450.00	\$ 900.00	\$1,000.00	\$ 2,000.00	\$528.00	\$ 1,056.00	\$939.80	\$ 1,879.60								
29	2513	6" Wat. Connection	EA	10	\$1,280.00	\$ 12,800.00	\$950.00	\$ 9,500.00	\$1,500.00	\$ 15,000.00	\$1,137.00	\$ 11,370.00	\$1,124.00	\$ 11,240.00								
30	2513	8" Wat. Connection	EA	10	\$1,375.00	\$ 13,750.00	\$1,200.00	\$ 12,000.00	\$1,800.00	\$ 18,000.00	\$1,537.00	\$ 15,370.00	\$1,291.60	\$ 12,916.00								
31	2516	2" Ckt. Plug and Abandon	EA	10	\$795.00	\$ 7,950.00	\$250.00	\$ 2,500.00	\$300.00	\$ 3,000.00	\$256.00	\$ 2,560.00	\$494.50	\$ 4,945.00								
32	2516	6" Ckt. Plug and Abandon	EA	2	\$980.00	\$ 1,960.00	\$600.00	\$ 1,600.00	\$800.00	\$ 1,600.00	\$571.00	\$ 1,142.00	\$477.40	\$ 954.80								
33	2516	8" Ckt. Plug and Abandon	EA	1	\$1,190.00	\$ 1,190.00	\$1,000.00	\$ 1,000.00	\$1,200.00	\$ 1,200.00	\$812.00	\$ 812.00	\$699.40	\$ 699.40								
34	2221	Remove Existing 2" Water Line	LF	25	\$10.00	\$ 250.00	\$3.00	\$ 75.00	\$10.00	\$ 250.00	\$6.00	\$ 150.00	\$18.40	\$ 460.00								
35	2221	Remove Existing 6" Water Line	LF	25	\$12.00	\$ 300.00	\$5.00	\$ 125.00	\$30.00	\$ 900.00	\$10.00	\$ 250.00	\$25.00	\$ 625.00								
36	2221	Remove Existing 8" Water Line	LF	25	\$14.00	\$ 350.00	\$6.00	\$ 150.00	\$30.00	\$ 750.00	\$11.00	\$ 275.00	\$18.40	\$ 460.00								

2751	Removal and Replacement of Concrete Pavement, All Depths, All Thicknesses, Including Sawcut, Slograde, W/ or W/ Out Asphalt Surface	SY	1000	\$72.00	\$ 72,000.00	\$119.00	\$ 119,000.00	\$120.00	\$ 120,000.00	\$65.00	\$ 65,000.00	\$186.60	\$ 186,600.00
2752	Site Restoration, Including Sodding and Seeding	LF	5000	\$3.50	\$ 17,500.00	\$8.50	\$ 42,500.00	\$10.00	\$ 50,000.00	\$6.00	\$ 30,000.00	\$6.40	\$ 32,000.00
38	Site Restoration for Each Back Yard Water Connection, Including Sodding, Seeding, Paving, Special Features, etc.	EA	50	\$150.00	\$ 7,500.00	\$73.00	\$ 3,650.00	\$75.00	\$ 3,750.00	\$100.00	\$ 5,000.00	\$1,203.50	\$ 64,675.00
39													
1740													
Water Subtotal					\$ 883,163.00		\$ 1,118,540.00		\$ 1,133,900.00		\$ 1,471,504.00		\$ 1,390,508.00

D. Extra Bid Items:												
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension
40	02318	Extra Machine Excavation (Min. Bid - \$10.00)	CY	50	\$10.00	\$ 500.00	\$10.00	\$ 500.00	\$10.00	\$ 500.00	\$34.80	\$ 1,740.00
41	02318	Extra Hand Excavation around Obstructions (Min. Bid - \$15.00)	CY	50	\$15.00	\$ 750.00	\$15.00	\$ 750.00	\$15.00	\$ 750.00	\$34.80	\$ 1,740.00
42	2085	Replace Damaged Residential Meter Boxes (Min. Bid - \$200.00)	EA	50	\$200.00	\$ 10,000.00	\$200.00	\$ 10,000.00	\$200.00	\$ 10,000.00	\$200.00	\$ 10,000.00
43	2501	Extra 4" - 12" Ductile Iron Restrained Waterline Fittings (Min. Bid - \$2500.00)	Ton	1	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00
44	02752	Extra Full Depth Sawcutting (Min. Bid - \$7.00)	LF	100	\$7.00	\$ 700.00	\$7.00	\$ 700.00	\$7.00	\$ 700.00	\$8.30	\$ 830.00
45	2771	Extra Remove and Replace Curb all Heights (Min. Bid - \$8.00)	LF	250	\$8.00	\$ 2,000.00	\$8.00	\$ 2,000.00	\$8.00	\$ 2,000.00	\$9.20	\$ 2,300.00
46	2754	Extra Remove and Replace 6" Concrete Driveway (Min. Bid - \$75.00)	SY	1,000	\$75.00	\$ 75,000.00	\$75.00	\$ 75,000.00	\$75.00	\$ 75,000.00	\$99.80	\$ 99,800.00
47	2775	Extra Remove and Replace Sidewalks (Min. Bid - \$8.00)	SF	2500	\$8.00	\$ 20,000.00	\$8.00	\$ 20,000.00	\$8.00	\$ 20,000.00	\$9.80	\$ 24,500.00
48	02775	Remove and Replace existing Wheelchair Ramp (Min. Bid - \$500.00)	EA	10	\$500.00	\$ 5,000.00	\$500.00	\$ 5,000.00	\$500.00	\$ 5,000.00	\$1,450.40	\$ 14,504.00
49	01555	Uniformed Peace Officers for Traffic Control (Min. Bid - \$35.00/HR)	HR	75	\$35.00	\$ 2,625.00	\$35.00	\$ 2,625.00	\$35.00	\$ 2,625.00	\$69.00	\$ 5,175.00
Extra Bid Total:					\$	119,075.00	\$	119,075.00	\$	119,075.00	\$	163,009.00

E. Cash Allowances												
Item No.	Spec. Section	Item Description	Unit	Quantity	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension	Bid Price (\$)	Bid Extension
50	1110	Special Landscaping (See Spec. 01110)	CA	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
51	1110	Centerpoint Energy Allowance(See Spec. 01110)	CA	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
52	1110	Site Investigation and Geotechnical (See Spec. 01110)	CA	1	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
53	1110	Permitting / Engineer Sealed Drawings (See Spec. 01110)	CA	1	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00
Cash Allowance Subtotal					\$	120,000.00		\$	120,000.00		\$	120,000.00

SUMMARY - SCHEDULE OF UNIT PRICE WORK									
Total A. Administrative Items									
Total B. General Items		\$	38,100.00	\$	34,700.00	T Construction, LLC		\$	42,000.00
Total C. Water Items Work Orders		\$	17,410.00	\$	35,375.00	McKinney Construction, Inc.		\$	37,000.00
Total D. Extra Items		\$	863,163.00	\$	1,133,900.00	DL Glover Pipe Busting, LLC		\$	38,270.00
Total E. Cash Allowances		\$	119,075.00	\$	119,075.00	Marcon Services, LLC		\$	1,350,508.00
Total Bid Price		\$	120,000.00	\$	120,000.00			\$	163,009.00
		\$	1,178,748.00	\$	1,435,890.00			\$	1,451,970.00
		\$		\$				\$	1,609,799.00
		\$		\$				\$	1,994,506.00



City Of Pasadena

BID TABULATION - 2026 CITYWIDE SANITARY SEWER LINE REHABILITATION - CIP WW082

A. ADMINISTRATIVE ITEMS:

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	UNIT	PROPOSED QUANTITY	T Construction, LLC		Experts Underground Solutions, LLC		DL Glover Pipe Bursting, LLC	
					BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION
1	Gen. Cond.	INSURANCE AND BONDS	LS	1	\$30,000.00	\$30,000.00	\$18,900.00	\$18,900.00	\$33,250.00	\$33,250.00
2	1502	MOBILIZATION PER WORK ORDER (\$0.00 to \$300,000)	LS	4	\$6,500.00	\$26,000.00	\$3,500.00	\$14,000.00	\$3,000.00	\$12,000.00
3	1502	MOBILIZATION PER WORK ORDER (\$300,000 to \$500,000)	LS	2	\$3,500.00	\$7,000.00	\$3,800.00	\$7,600.00	\$3,500.00	\$7,000.00
4	SPL	DEMOLITION / REMOBILIZATION AS DIRECTED BY ENGINEER	LS	2	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00
5	1580	PROJECT SIGN	EA	2	\$850.00	\$1,700.00	\$860.00	\$1,960.00	\$1,000.00	\$2,000.00
ADMINISTRATIVE SUB-TOTAL					\$66,700.00	\$66,700.00		\$48,460.00		\$64,250.00

B. GENERAL ITEMS:

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	UNIT	PROPOSED QUANTITY	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION
6	01555	TRAFFIC CONTROL PLAN	LS per WO	6	\$5,500.00	\$33,000.00	\$1,500.00	\$9,000.00	\$1,155.00	\$6,930.00
7	1573	FILTER FABRIC FENCE - REINFORCED AND NON REINFORCED	LF	1,000	\$0.50	\$500.00	\$1.45	\$1,450.00	\$2.00	\$2,000.00
8	1574	INLET PROTECTION BARRIERS	EA	20	\$80.00	\$1,600.00	\$50.00	\$1,000.00	\$80.00	\$1,600.00
9	01561	TRENCH SAFETY SYSTEM - LESS THAN 10' Depth	LF	150	\$5.00	\$750.00	\$2.00	\$300.00	\$50.00	\$7,500.00
10	01561	TRENCH SAFETY SYSTEM - GREATER THAN 10' DEPTH	LF	100	\$7.00	\$700.00	\$7.00	\$700.00	\$65.00	\$6,500.00
11	1576	GROUNDWATER CONTROL SYSTEM FOR OPEN CUT CONSTRUCTION (AS APPROVED BY CITY OF PASADENA)	LF	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00
GENERAL SUB-TOTAL					\$37,550.00	\$37,550.00		\$13,460.00		\$27,000.00

C. SANITARY SEWER REHABILITATION BID ITEMS FOR WORK ORDER:

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	UNIT	PROPOSED QUANTITY	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION
12	02221, 02531	REMOVE AND REPLACE EXISTING 12" SANITARY SEWER	LF	500	\$3.50	\$1,750.00	\$77.00	\$38,500.00	\$93.00	\$46,500.00
13	02221, 02531	REMOVE AND REPLACE EXISTING 8" SANITARY SEWER	LF	750	\$2.00	\$1,500.00	\$53.00	\$39,750.00	\$72.00	\$54,000.00
14	02221, 02531	REMOVE AND REPLACE EXISTING 6" SANITARY SEWER	LF	750	\$1.00	\$750.00	\$46.00	\$34,500.00	\$60.00	\$45,000.00
15	2513	CLEANING AND TELEVISION INSPECTION OF SANITARY LINE 6" - 12"	LF	8,900	\$5.50	\$48,950.00	\$2.75	\$24,475.00	\$3.15	\$28,035.00
16	02534, 02558, 02571	PIPEBURST 6" TO 6" SANITARY SEWER, COMPLETE IN PLACE (ALL DEPTHS)	LF	50	\$15.00	\$750.00	\$28.00	\$1,400.00	\$32.00	\$1,600.00
17	02534, 02558, 02571	PIPEBURST 6" TO 8" SANITARY SEWER, COMPLETE IN PLACE (ALL DEPTHS)	LF	850	\$32.00	\$27,200.00	\$31.00	\$26,350.00	\$39.00	\$32,050.00
18	02534, 02558, 02571	PIPEBURST 8" TO 8" SANITARY SEWER, COMPLETE IN PLACE (ALL DEPTHS)	LF	5,000	\$38.00	\$190,000.00	\$30.00	\$150,000.00	\$33.00	\$165,000.00
19	02534, 02558, 02571	PIPEBURST 12" TO 12" SANITARY SEWER, COMPLETE IN PLACE (ALL DEPTHS) (BY EXCAVATION w/ 5' LATERAL)	LF	3,000	\$54.00	\$162,000.00	\$56.00	\$174,000.00	\$55.00	\$165,000.00
20	02534	4" SANITARY SEWER SERVICE LINE, SDR 26, COMPLETE IN PLACE	EA	200	\$750.00	\$150,000.00	\$730.00	\$146,000.00	\$292.00	\$58,400.00
21	02534	4" SANITARY SEWER SERVICE LINE, SDR 26 - ADJUSTER, Complete in place	LF	100	\$35.00	\$3,500.00	\$24.00	\$2,400.00	\$27.00	\$2,700.00
22	02534	ADJUSTER, Complete in place	LF	100	\$50.00	\$5,000.00	\$27.00	\$2,700.00	\$30.00	\$3,000.00
23	2084	RING AND COVER	EA	65	\$250.00	\$16,250.00	\$1,050.00	\$68,250.00	\$650.00	\$42,250.00



City Of Pasadena

BID TABULATION - 2026 CITYWIDE SANITARY SEWER LINE REHABILITATION - CIP WW082

24	02555	MANHOLE LINING W/ CEMENTITIOUS MATERIAL INCLUDING BENCH & INVERT	VF	600	\$130.00	\$78,000.00		\$138.00	\$82,800.00		\$150.00	\$90,000.00
25	1740	SITE RESTORATION	LF	300	\$8.00	\$2,400.00		\$10.00	\$3,000.00		\$20.00	\$6,000.00
26	SPL	2-WAY SANITARY SEWER SERVICE CLEAN OUT AT PROPERTY LINE	EA	100	\$480.00	\$48,000.00		\$369.00	\$36,900.00		\$363.00	\$36,300.00
WORK ORDER TOTAL					\$736,050.00				\$830,025.00			\$771,835.00

D. EXTRA UNIT BID ITEMS:

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	UNIT	PROPOSED QUANTITY	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION
27	2751, 2752, 2753, 3210	REMOVE AND REPLACE CONCRETE PAVEMENT, ALL THICKNESS, ALL DEPTHS INCLUDING SAWCUT, SUBGRADE, W/ OR W/OUT ASPHALT SURFACE(Min. Bid - \$120.00)	SY	300	\$120.00	\$36,000.00	\$120.00	\$36,000.00	\$120.00	\$36,000.00
28	2754	REMOVE AND REPLACE EXISTING 6" THICK CONCRETE DRIVEWAY (INCLUDING SAWCUT AND SUBGRADE)(Min. Bid - \$75.00)	SY	50	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$75.00	\$3,750.00
29	2771	REMOVE AND REPLACE REINFORCED CONCRETE CURB (INCLUDING SAW CUT)(Min. Bid - \$10.00)	LF	50	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
30	2512, 2526	REMOVE AND REPLACE CONCRETE SIDEWALK (INCLUDING SAWCUT)(Min. Bid - \$8.00)	SF	500	\$8.00	\$4,000.00	\$8.00	\$4,000.00	\$8.00	\$4,000.00
31	2754	REMOVE AND REPLACE WHEEL CHAIR ADA RAMPS (INCLUDING SAW CUT)(Min. Bid - \$750.00)	EA	5	\$750.00	\$3,750.00	\$750.00	\$3,750.00	\$750.00	\$3,750.00
32	02081, 02082	REPLACE TOP 5 SANITARY SEWER MANHOLE SECTION INCLUDING RESET OF EXISTING RING & COVER (LINING TO BE PAID SEPARATELY) (Min. Bid - \$3160.00)	EA	25	\$3,160.00	\$79,000.00	\$3,160.00	\$79,000.00	\$3,160.00	\$79,000.00
33	2318	EXTRA EXCAVATION(Min. Bid - \$10.00)	CY	50	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
34	2318	EXTRA CEMENT STABILIZED SAND(Min. Bid - \$30.00)	CY	50	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
35	01555	EXTRA UNIFORMED PEACE OFFICERS(Min. Bid \$35.00/HR)	HR	40	\$35.00	\$1,400.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00
36	02553	POINT REPAIR, 8" & LESS, ALL DEPTHS(Min. Bid - \$1800.00)	EA	10	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00
37	02553	POINT REPAIR, 10" to 12" SEWER, ALL DEPTHS(Min. Bid - \$2000.00)	EA	10	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00
38	02553	EXTRA LENGTH POINT REPAIR, 8" & LESS, ALL DEPTHS(Min. Bid - \$65.00)	LF	100	\$65.00	\$6,500.00	\$65.00	\$6,500.00	\$65.00	\$6,500.00
39	02553	EXTRA LENGTH POINT REPAIR, 10" to 12" SEWER, ALL DEPTHS(Min. Bid - \$95.00)	LF	100	\$95.00	\$9,500.00	\$95.00	\$9,500.00	\$95.00	\$9,500.00
40	2571	OBSTRUCTION REMOVAL BY REMOTE(Min. Bid - \$250.00)	EA	5	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00
41	02553	OBSTRUCTION REMOVAL BY EXCAVATION(Min. Bid - \$450.00)	EA	5	\$450.00	\$2,250.00	\$450.00	\$2,250.00	\$450.00	\$2,250.00
42	SPL	ADDITIONAL UNIT COST FOR STATIC PIPE BURSTING (6"-12") (TO BE ADDED TO 6"-12" PIPE BURSTING UNIT COST) TO BE APPROVED BY OWNER/ENGINEER(Min. Bid - \$50.00)	LF	200	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00
43	02084	STAINLESS STEEL MANHOLE INFLOW PROTECTOR INSERT (ALL SIZES)(Min. Bid - \$395.00)	EA	25	\$395.00	\$9,875.00	\$395.00	\$9,875.00	\$395.00	\$9,875.00
44	02082	REMOVE & REPLACE EXISTING SAN. SVFR, MANHOLE (ALL SIZES)(Min. Bid - \$6,800.00)	EA	25	\$6,800.00	\$170,000.00	\$6,800.00	\$170,000.00	\$6,800.00	\$170,000.00
45	02082	EXTRA DEPTH REMOVE & REPLACE EXISTING SANITARY SEWER MANHOLE(Min. Bid - \$300.00)	VF	20	\$300.00	\$6,000.00	\$300.00	\$6,000.00	\$300.00	\$6,000.00
TOTAL EX					\$383,775.00			\$383,775.00		\$384,075.00

E. CASH ALLOWANCES:



City of Pasadena

BID TABULATION - 2026 CITYWIDE SANITARY SEWER LINE REHABILITATION - CIP WW082

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	UNIT	PROPOSED QUANTITY	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION	BID PRICE (\$)	BID EXTENSION
46	1110	SPECIAL LANDSCAPING (INCLUDING FENCE) (See Spec. No. 01110)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
47	1110	CENTERPOINT ENERGY ALLOWANCE (See Spec. No. 01110)	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
48	02084	SITE INVESTIGATION AND GEOTECHNICAL (See Spec. No. 01110)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
49	SPL	BYPASS PUMPING FOR 12" SANITARY SEWER TO BE APPROVED BY OWNER/ENGINEER (See Spec. No. 01110)	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
50	SPL	PERMITTING / ENGINEER SEALED DRAWINGS (See Spec. No. 01110)	LS	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
*All Allowance utilizations requires approval of the Director / Engineer					\$155,000.00	\$155,000.00		\$155,000.00		\$155,000.00

SUMMARY - SCHEDULE OF UNIT PRICE WORK:

	T Construction, LLC	Experts Underground Solutions, LLC	DL Glover Pipe Bursting, LLC
A. ADMINISTRATIVE ITEMS:	\$66,700.00	\$48,460.00	\$64,250.00
B. GENERAL ITEMS:	\$37,550.00	\$13,450.00	\$27,030.00
C. SANITARY SEWER REHABILITATION BID ITEMS FOR WORK ORDE	\$736,050.00	\$830,025.00	\$771,835.00
D. EXTRA UNIT BID ITEMS:	\$383,775.00	\$383,775.00	\$384,075.00
E. CASH ALLOWANCES:	\$155,000.00	\$155,000.00	\$155,000.00
TOTAL BID PRICE	\$1,379,075.00	\$1,430,710.00	\$1,402,196.00



City of Pasadena

Department of Public Works

Interoffice Memorandum

FROM: Adolfo Chavez Jr., CFM
Project Manager

TO: Robin S. Green, PE
Director of Public Works

DATE: December 15, 2025

**SUBJECT: 2026 Citywide Sanitary Sewer
Rehabilitation Project
CIP # WW082**

We have evaluated the bids received on December 8, 2025 for the construction of the 2026 Citywide Sanitary Sewer Rehabilitation Project. Attached is a copy of the bid tabulation.

The Public Works Department recommends award of the bid to T Construction, LLC. in the amount of \$1,379,075.00 and contingency in the amount of \$68,953.75 for a total appropriation of \$1,448,028.75.

Public Works has reviewed the bids and feels the bid prices by T Construction, LLC. are appropriate for the project scope.

Should you have additional questions, please feel free to contact me at your convenience.



Adolfo Chavez Jr.

AC:ac

cc: File

Attachment: Bid Tabulation

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THIS AGREEMENT made and entered into by and between the City of Pasadena, a municipal corporation, hereinafter called "CITY", and

T Construction, LLC.

Hereinafter called the "CONTRACTOR", and referred to in the masculine pronoun singular whether a person, firm or corporation.

WITNESSETH:

1. The Contractor agrees at his own cost to furnish all tools, labor, material, machinery and appliances for the construction of, and to construct and deliver to the City in a good, sound, workmanlike manner, in strict accordance with the plans and specifications for said work, including general conditions and drawings prepared by the Director of Public Works hereinafter and in the documents made a part hereof at times called Director, and adopted by the City Council of said City, the permanent improvement of:

PROJECT NAME: 2026 CITYWIDE SANITARY SEWER

CIP #WW082

CONTRACT AMOUNT: \$1,379,075.00

CALENDAR DAYS: 365

And further obligates himself to pay promptly all subcontractors, workmen, mechanics and materialmen who may furnish labor and material for such work in strict accordance with such Contractor's agreement with such parties.

2. The Contractor agrees to begin work of construction within 15 days after being notified in writing to do so. The Contractor agrees to prosecute said work diligently and uninterruptedly after commencement, excepting as shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of calendar days stated in the Contractor's bid proposal, made a part of this contract. Time is of the essence of this contract, and the Contractor expressly stipulates that he understands that it is important to the City that this public improvement be completed within the specific time. The parties hereto understand and agree that a breach of this portion of the contract by the Contractor will cause damage to the City but further agrees that such damages cannot be accurately measured and that the ascertainment of such damages will be difficult. Therefore, it is agreed by the City and the Contractor that for each and every day that said work or any portion thereof shall remain uncompleted after the expiration of the time limit above specified, or as extended in the manner provided in said General Provisions, the Contractor shall pay to the City of Pasadena the sum specified in the General Provisions, as minimum liquidated damages, which it is agreed will accrue to the City by reason of the non-completion of said work within the specified time. However, the foregoing agreement as to liquidated damages constitutes only an agreement by the City and the Contractor as to the minimum amount of damages which the City will sustain in any event by reason of the Contractor's failure to complete the work within the specified time. Should the City suffer damages over and above the minimum amount specified, by reason of the Contractor's failure to begin the work when ordered, carry it forward uninterrupted after the beginning or complete it within the specified time in strict accordance with the plans and specifications, the City may recover such

additional amount. The City shall have the right to deduct and withhold the amount of any and all such damages, whether it be the minimum amount agreed upon or may recover such amount from the Contractor and the sureties on his bond; all of such remedies shall be cumulative and the City shall not be required to elect any one nor be deemed to have made an election by proceeding to enforce any one remedy.

3. The said prime contractor, before beginning the work, shall execute to the City:

- (1) a performance bond if the contract is in excess of \$100,000.00
 - a. solely for the protection of the City;
 - b. in the amount of the contract; and
 - c. conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- (2) a payment bond if the contract is in excess of \$25,000.00
 - a. solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material; and
 - b. in the amount of the contract.

The bonds shall comply with the requirements of V.T.C.A Government Code, §2253.041 et seq. and must be payable to and be in a form approved by the City. The bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bonds must clearly and prominently display on the bond or on an attachment to the bond:

- a. the name, mailing address, physical address, and telephone number, including area code, of the surety company to which any notice of claim should be sent; or
- b. the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

4. Workers' Compensation and Liability Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form- 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing

companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Worker's Compensation and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer's Liability	\$ 500,000.00

Comprehensive General Liability

1. Bodily Injury - each occurrence	\$1,000,000.00
2. General Aggregate	\$1,000,000.00

3. Property Damage	\$1,000,000.00
4. Fire Damage	\$ 50,000.00
5. Medical Expenses – each person	\$ 5,000.00

Comprehensive Automobile Liability

1. Bodily Injury - each accident	\$1,000,000.00
2. Property Damage - each occurrence	\$1,000,000.00

Umbrella Liability

1. Bodily Injury – each occurrence	\$1,000,000.00
2. Property Damage – each occurrence	\$1,000,000.00

Builders Risk

Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of OWNER, CONTRACTOR and SUBCONTRACTORS in the work, shall insure against the perils of fire and extended coverage, shall include “all risk” insurance for physical loss and damage including theft, collapse and water damage, and such other perils as may be provided to cover damages, losses and malicious mischief.

Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

The said Contractor further agrees to comply with all the ordinances and regulations of said City relating to the manner in which excavations or other work are to be protected and made in the City streets and, on any other property and to protect such work with all such lights, barriers and other safeguards as are necessary and that are provided in the specifications or ordinances of the City or laws of the United States or this State, and further agrees and obligates himself to make payments promptly to all persons or corporations who may furnish any labor or material or both, in the prosecution of such work. The completion and acceptance of the work shall not absolve the Contractor from the above obligations as to any occurrence proximately resulting from any act or omission on his part.

5. If the Contractor fails to begin the delivery or to commence work as provided in the contract or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the Director insures a full compliance with the contract within the time limit, or if, in the judgment of the Mayor and Director, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, and in accordance with the terms of this contract and of the plans and specifications, written notice may be served by the Mayor or Director on such Contractor, or his agent or Representative, to provide within a specified time for a satisfactory compliance with the contract, and if said Contractor neglects or refuses to comply with such notice, the City may cancel or suspend the operation of all or any part of the contract and of the work hereunder, or it may, in its discretion, after such notice, purchase any or all of the material without suspending the contract. Upon suspension of a contract for construction or installation, the City may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the work covered by the contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by the City, or by other parties for it, for the completion of the work so suspended; or the City may employ other parties to perform the work or may substitute other machinery or materials, purchase the

material contracted for in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, materials and supplies, at the Contractor's expense, as may be necessary, in the opinion of the Director, for the proper conduct and completion of the work. If, in the opinion of the City, there is an emergency for the furnishing of certain material or the performance of certain work, in order to insure compliance with the terms of the Contract, and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by the written notice from the City, or the Director, to the Contractor, then the City shall have the power to and it may at its election furnish such material or perform such work at the expense of the Contractor and his sureties, who shall be liable therefore. In the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material, or the performance of work by the City as herein provided, the decision of the Director shall be final. The enumeration of the options and privileges of the City as hereinbefore set forth is not and shall never be considered as the only rights, options or remedies of the City and it is expressly agreed that the City may pursue any other and further option, right and remedy accorded to it at law and in equity. Any cost, damage and expense to the City above the contract price arising out of the happening of any or all of the contingencies above specified and contemplated shall be charged to and paid in full by the Contractor and his surety. Any other loss, of any nature, occasioned to the City by reason of default or failure of the Contractor or by any breach of this contract shall also be borne and paid by the Contractor and his surety. In the event that the City shall suspend or terminate the contract in whole or in part, such action shall not relieve either the Contractor or his surety from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract or by the Contractor's liabilities imposed upon them by this contract or by the Contractor's bonds. It is expressly agreed by the Contractor and his surety that they and each of them will be fully and completely bound by each and every decision of the City or the Director in all matters pertaining to this contract unless the Contractor or his surety shall prove by clear, convincing and unmistakable proof that such decision is arbitrary and not grounded upon any evidence of fact reasonably calculated to support such decision. It is further agreed, that if the said City shall be obliged, under the terms hereof, to take charge of and complete said work, that it shall have the right, and is hereby permitted to use all the patented or copyrighted plans, tools, machinery, appliances, materials or methods of the Contractor so that the work shall be completed in accordance with the plans and specifications.

6. THE CONTRACTOR AGREES TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS THE CITY OF PASADENA FROM ALL COSTS, EXPENSES AND DAMAGES OR LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FROM WRONG, OR INJURY OR DAMAGES WHICH MAY BE OCCASIONED BY SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR CONNECTED THEREWITH AND THE SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR THEREWITH, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY.

CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PASADENA, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CLAIMS OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES, FOR INJURY OR

DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENT, SERVANTS OR EMPLOYEES UNDER THIS CONTRACT OR CONNECTED THEREWITH WHERE SUCH INJURIES, DEATH OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:

- (1) THE CONTRACTOR OR ANY OF ITS EMPLOYEES; AND**
- (2) THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES.

7. The Contractor shall be paid for the performance of all of the work, as aforesaid, the unit prices set out in full in the Contractor's bid proposal, a copy of which is hereto attached and made a part of this contract. And it is understood that payments of the said amount, except where otherwise provided in this contract, shall be given and received as payments in full for all the work and material described generally in Section One (1) of this contract and there stipulated to be done and furnished by the Contractor, and said prices herein named shall be considered as including and comprehending the completion of the whole work, herein contracted for, together with the payment of and for all the labor and materials and all appliances and appurtenances and all detail work as described generally in Section One. The bids herein are being made for a complete work and not for parts of a work.

Said compensation shall be paid to the said Contractor, and at the time and in the manner, as follows, to wit:

(a) The City of Pasadena shall pay to the Contractor all of the cost as bid by said Contractor of such improvements; all payments to be made by the City to the Contractor shall be upon the written estimate of said Director, ninety five (95%) of which estimates shall be payable at the time said estimates are furnished, five percent (5%) being retained and reserved until the completion of the work and its acceptance by the City, and no estimate shall be given at any time except upon such portions of the work as have been actually completed.

8. The Contractor shall not obstruct or place any impediment in the way of laying any underground pipes, or any underground structures required or permitted to be laid under the authority of said City during the progress of such work, or in advance thereof, but shall give all reasonable assistance to the same, and the duty of the said Contractor to build the improvement herein contracted for shall in no way be diminished or affected by the construction of said underground structures in advance of or in concurrence with said pavement, but the said pavement shall in all respects be guaranteed to be kept in good order, free from defects produced by or from said cause, or any other causes; but should any other

person, firm or corporation, except the City, cause or occasion any fault or injury to said pavement or improvement by means of the construction or maintenance of said underground structures, then such person or corporation shall not be relieved from liability to the Contractor or successors for said injury or damage to the pavement in any case or event in which the said Contractor or successors shall be liable to the City to repair or construct or maintain the same. But, between the Contractor and the City, the fact of laying of said pavement along any part of said street shall be final acceptance and agreement by the Contractor that all backfilling and tamping have been properly done along said street and that same was before the pavement was put down in proper condition to receive said pavement; provided that nothing herein shall affect the right of the Contractor as against such third parties to contend that said back-filling has not been properly done in advance of the laying of such pavement. When the Contractor is not satisfied with the earth foundations for laying the pavement, by reason of excavations in advance thereof, he may require the party responsible for such improper filling and tamping to have the same perfected by proper backfilling and tamping as to receive the pavement.

All disagreements, disputes or controversies of any kind between the parties hereto relative to the proper performance of this contract, including materials used, the manner of method of performance, shall be submitted for decision to the Director, whose judgement, when rendered, shall be conclusive, final and binding upon the parties hereto.

9. This contract shall be personal to the Contractor hereinbefore named, and it is agreed that the performance hereof, in whole or in part, shall not be assigned or sublet to anyone without the written consent of the Council of said City, and in no case shall such consent relieve the said Contractor or surety from the obligations herein assumed or change the terms of this agreement.

10. It is distinctly understood and agreed that the passing approval or acceptance of any part of the work or material by the Director or the City Council or by any agent or representative as in compliance with the terms of this contract or of the plans and specifications covering said works shall not operate as a waiver by the City of strict compliance with the terms of this contract, nor shall such passing, approval or acceptance operate to stop the City from demanding strict compliance with the term of this contract and the plans and specifications covering said work, and the City may at any time within a period of one year from and after the date of said passing, approval or acceptance of any such work or materials require the Contractor or his surety to repair, replace, restore and make said work and materials, which did not at the time of completion, comply strictly and in all things to this contract and to the plans and specifications which are made a part hereof.

Under no circumstances, condition or situation shall the City be liable or obligated without the express approval of Council to pay to the Contractor any additional compensation for any "extra", "additions", "modification", or "changes", nor "extra work", or "additional work", as those terms have been defined in City of Houston v. Fuller (Ct. App., Houston) 311 S.W. 2d 285, n.w.h. it being the intent of the parties hereto that the total bid price of said Contractor as submitted shall be the total compensation to be paid under the terms of this contractor, notwithstanding any other provision contained in general specifications or other proposals, the terms and provisions of this contract shall govern.

It is expressly agreed that under no circumstances or situations shall notice of any kind to the Director or to any agent or representative of the City other than the City Council be construed or considered as notice to the City.

Under no circumstances, condition or situation shall the City be held to have ratified any breach of this contract or failure of the Contractor to comply strictly with each and all the terms and provisions of this contract and of the plans, specifications and drawings made a part hereof and no act or omission on the part of the City or of the Director or of any agent or representative of the City in connection with this contract or the performance hereof ever be held to work an estoppel upon the City.

No waiver of any of the terms or conditions of this contract or of the plans, drawings or specifications shall be binding upon the City unless the same is in writing and is expressly authorized by an Ordinance of the City Council.

It is expressly agreed that all circumstances, conditions and situations arising under this contract shall be more strongly construed against the Contractor and his surety than the City.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his decision shall be final and binding upon all parties.

The invalidity or illegality of any term, provision or condition of this contract or of the specifications attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof.

11. Whenever payments of this contract are being made wholly or partially from a fund or funds received by the City as a grant from any agency of the United States of America and payment of the final estimate is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such final estimate shall be extended until such time funds are received from such Federal Agency. Under no condition or consideration shall the City be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America, including delay or non-payment of amount under any Grant or Grants. Under no condition or circumstances shall the City be liable to the Contractor or his Surety for any part of any such grant and the Contractor and surety shall not be paid for the proportionate part of said work covered by said grant, except with moneys delivered to the City by the agency of the United States of America as part of said grant.

12. The plans, profiles, specifications, notice to bidders and the Contractor's bid proposal on file in the office of the Director or City Secretary are here referred to and made part of this contract. Copies of the notice to bidders and Contractor's bid proposal and copies of the following specifications are hereto attached and subject to the provision of Section 9 hereof, are made a part hereof.

****SEE FEDERAL AND OTHER APPLICABLE REQUIREMENTS TO THIS PROJECT INCORPORATED IN THE SPECIFICATION.**

- (a) Specifications, CITY OF PASADENA "General Conditions".
- (b) Conflict of Interest Questionnaire.

- (c) All of those specifications and drawings, which are referred to in the Contractor's bid proposal attached to and made a part of this contract.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. The Contractor has carefully examined the surface and subsurface of the site and has made sufficient test holes to satisfy himself fully that such site is a correct and suitable one for this work and he assumes full responsibility therefore.

13. Wherever in any specification the term "Director" is used, it will be understood as meaning the same person as the "Director of Public Works". Wherever the work "Contractor" is used in this contract or any specification, the same shall be construed to include his agents, servants, employees, assigns and legal representatives unless the context discloses clearly that the Contractor alone is meant.

14. All applicable provision of the Revised Civil Statutes of the State of Texas, as amended, and all provisions of the Charter and Ordinances of the City, relating to public improvements and all resolutions and ordinances passed by said Council to effectuate this contract are here referred to and made a part hereof.

15. This contract and all obligation created hereunder shall be performable in Harris County, Texas.

16. The City and Contractor hereby mutually agree that all invoices are hereby incorporated into and made a part of this contract. All invoices on said project shall dictate the kind of project for sales tax purposes and all materials purchased for said project are purchased for resale to the City. The City agrees to give contractor an exemption certificate for all materials which become part of and are incorporated into the completed project if the invoices clearly identify such materials.

17. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of said Contractor by the undersigned representative hereto duly authorized and the said City of Pasadena has caused the same to be signed this _____ day of _____, 20____, pursuant the terms of an Ordinance passed by the City Council and the same has been countersigned by the City Controller.

CITY OF PASADENA

ATTEST:

MAYOR

CITY SECRETARY

COUNTERSIGNED:

CITY CONTROLLER

APPROVED AS TO FORM:

CONTRACTOR

CITY ATTORNEY

BY _____

APPROVED:

ATTEST AND SEAL

DIRECTOR OF PUBLIC WORKS

CONTRACTOR SECRETARY

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2K NO: 2026-

CAPTION: ORDINANCE APPROVING THE ACQUISITION OF A PROPERTY AT 2815 LILAC STREET FOR THE LITTLE VINCE/ARMAND BAYOU SEPARATION PROJECT (CIP # D054) AND ANY RELATED CLOSING COSTS IN A NOT TO EXCEED AMOUNT OF \$1,382,193.00 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) ACCOUNT.

RECOMMENDATIONS & JUSTIFICATION: APPROVE THE ACQUISITION OF 2815 LILAC STREET AS PART OF THE LITTLE VINCE/ARMAND BAYOU SEPARATION PROJECT. THIS PROPERTY IS NECESSARY IN COMPLETING THE PROJECT TO HELP ALLEVIATE FLOODING IN THE AREA. CONSTRUCTION WILL BE FUNDED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) AWARD.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED: E/F

REQUIRES APPROPRIATION: ☐

See attached Certification

Robin S. Green, Jr.
Robin S. Green, Jr. DATE: 12/16/2025
REQUESTING PARTY (TYPED)

COUNCIL ACTION

FIRST READING:

FINAL READING:

Sherry Womack

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

CHR Brander
CITY ATTORNEY

DATE

DATE

Thomas Schaubert
MAYOR

DEFERRED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: December 16, 2025

AMOUNT: \$1,382,193.00

DEPARTMENT NO: 14100

ACCOUNT NO. 7998

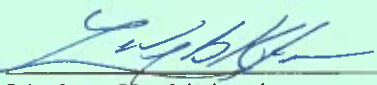
TASK NO. 936D064

CIP NO. D054

PROJECT DESCRIPTION: Acquisition and any related closing costs for 2815 Lilac Street
related to the Little Vince/Armand Bayou Separation Project from PMG Investments, LLC.

Transfer funds from 936D064-7998 to 936D054-7901

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2025-_____

An Ordinance authorizing and approving the acquisition of property at 2815 Lilac Street for the Little Vince/Armand Bayou Separation Project (CIP# D054) and any related closing costs in a not to exceed amount of \$1,382,193.00 from the Community Development Block Grant - Mitigation (CDBG- MIT) Account.

WHEREAS, the acquisition of the property at 2815 Lilac Street is necessary to complete the Little Vince/Armand Bayou Separation Project (CIP# D054) for the public necessity, to help alleviate flooding in the area; and

WHEREAS, construction will be funded by the Community Development Block Grant - Mitigation (CDBG-MIT) Award; and

WHEREAS, an Agreement for Sale of the property at 2815 Lilac Street is attached hereto as Exhibit "A" and an Estimated Settlement Statement of said property, is attached hereto as Exhibit "B"; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose;
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby finds and determines a public necessity for and approves the acquisition of title in and to the real property at 2815 Lilac Street further described in Exhibit "C", Special Warranty Deed, attached hereto and incorporated herein for all purposes to help alleviate flooding in this area of the City of Pasadena, Texas.

SECTION 3. That the City Council finds and approves as a public purpose the subject conveyance by Grantor and acquisition by City.

SECTION 4. That the City Council finds and determines that the cost of the property is reasonable and necessary for public purposes; that the fiscal obligation of the City thereunder has been duly certified for availability of payment and there is hereby appropriated out of Account No. 14100-7998 the amount of One Million Three Hundred Eighty-Two Thousand One Hundred Ninety-Three Dollars (\$1,382,193.00), for said acquisition; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 5. That the Mayor is hereby authorized to execute any and all documents, including those attached hereto, that may be necessary to facilitate such acquisition.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

SECTION 7. This ordinance shall be effective from and after its passage and approval.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

AGREEMENT FOR SALE

This Agreement as of the 3rd day of November, 2025, is made and entered into by and between the City of Pasadena, a home-rule municipality of the State of Texas, hereinafter sometimes referred to as the CITY, and **PMG Investments, LLC a Texas Limited Liability Company**, hereinafter sometimes referred to as the SELLER. In consideration of the mutual agreements herein, the CITY and the SELLER agree as follows:

1. **Contractual Background:** The CITY is acting under a federal grant from the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT), to install, build, modify or replace the Little Vince Bayou Drainage system, in the City of Pasadena. The SELLER owns that certain parcel of real property located at **2815 Lilac Street, Pasadena, TX 77503** and being further described as: A tract of land consisting of 1.18 acres, more or less, being more particularly described in Exhibit "A", attached hereto and incorporated herein for any and all purposes, (the "Property").
2. The CITY agrees to pay the SELLER for the Property the sum of **One Million Three Hundred Seventy-Four Thousand Two Hundred Fifty and No/100 Dollars (\$1,374,250.00)**, (the "Purchase Price"). The Purchase Price will be payable at Closing after the acceptance of this agreement and approval of the SELLER'S title; provided that the SELLER can execute and deliver a general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances. The SELLER acknowledges that the Purchase Price has been determined by the Property's current fair market value.

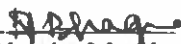
POSSESSION OF THE PROPERTY WILL BE GIVEN TO THE CITY AT THE TIME OF CLOSING. THE CLOSING DATE SHALL BE NO LATER THAN 60 DAYS AFTER THE LAST OF SIGNATURES TO THIS AGREEMENT. BUYER RETAINS THE RIGHT TO INSPECT THE PROPERTY AND TO TERMINATE THIS AGREEMENT UPON FINDING THAT THE PROPERTY DOES NOT SUIT BUYER'S NEEDS, WITHOUT LEGAL RECOURSE FROM THE SELLER, AT ANY TIME PRIOR TO THE CLOSING DATE. SELLER MUST VACATE THE PROPERTY NO LATER THAN THIRTY DAYS AFTER CLOSING.

3. The SELLER agrees that SELLER will execute all necessary documents to transfer the property in fee simple title to CITY.
4. The SELLER understands that this is an involuntary transaction, and that SELLER may be entitled to, and SELLER may claim, any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA").
5. The SELLER acknowledges that SELLER (a) has had an opportunity to review this Agreement; (b) has had an opportunity, if the SELLER so chooses, to contact an attorney of

SELLER'S choice to review this Agreement; (c) fully understands the nature of this Agreement; and (d) hereby releases and agrees to hold the CITY harmless from any and all claims arising out of or related to this Agreement or anything incident to the sale of the Property.

This Agreement is binding upon the heirs, executors, successors and assigns of all parties.

SELLER: PMG Investments, LLC a Texas Limited Liability Company

By: 
Nanik Bhagia, Member and Director

By: 
Sarojini Bhagia, Member

Business Address: 3126 Latrobe Ln. Katy, TX 77450

Mailing Address: 14011 Hampton Cove Dr., Houston, TX 77077

Date Signed: Nov 3, 2025

GRANTEE:

CITY OF PASADENA

By: _____
Thomas Schoenbein, Mayor

Date Signed: _____

Charter Title Company
1717 West Loop South, 12th Floor
Houston, TX 77027
Phone: (713)871-9700

Settlement Statement

Settlement Date:

Order Number: 1035012400355

Escrow Officer: Susan Simmons

Buyer: City of Pasadena
1149 Ellsworth Dr
Pasadena, TX 77506

Seller: PMG Investments LLC, a Texas Liability Company
14011 Hampton Cove Dr
Houston, TX 77077

Lender:

Property: Lot(s): TRs 3B, 4B & 5B Golden Acres Section: 2

Seller			Buyer	
Debit	Credit		Debit	Credit
		Total Consideration		
	1,374,250.00	Purchase Price	1,374,250.00	
		Title/Escrow Charges		
		Owner's Policy Premium to Charter Title Company Coverage: \$1,374,250.00 Version: Owner's Policy of Title Insurance (T-1) - 2014	7,196.00	
		Guaranty Fee to Texas Title Insurance Guaranty Association	2.00	
		Tax Cert to National TaxNet	71.00	
		Escrow Fee to Charter Title Company	500.00	
		eRecording Fee - FBO CSC e-Recording Services, Inc. to Charter Title Company	10.00	
		Release of Lien to Julian M. Moss, Jr.	90.00	
1.00		2025 Harris County 061 206 062 0023 to Annette Ramirez Tax Assessor- Collector		
1.00		2025 Pasadena ISD 061 206 062 0023 to Pasadena ISD		
		Recording Charges		
		Recording Charges	41.00	
		Release to Charter Title FBO County Clerk	33.00	
		Payoffs		
453,000.00		Payoff to Sarajini Bhagia Loan Payoff		
		453,000.00		
		<u>453,000.00</u>		
453,002.00	1,374,250.00	Subtotals	1,382,193.00	0.00
		Balance Due FROM Buyer		1,382,193.00
921,248.00		Balance Due TO Seller		
1,374,250.00	1,374,250.00	Totals	1,382,193.00	1,382,193.00

Settlement Statement

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser/Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Charter Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

BUYER

City of Pasadena

BY: _____
Thomas Schoenbein
Mayor

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser/Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Charter Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

SELLER

PMG Investments LLC, a Texas Liability Company

BY: _____
Nanik Bhagia, Member & Director

Charter Title Company

By: _____
Susan Simmons

SPECIAL WARRANTY DEED

Date: 11/3/2025

Grantor and Grantor's PMG INVESTMENTS, LLC, a Texas Limited Liability Company

Mailing Address: 14011 Hampton Cove Dr., Houston, TX 77077

Grantee: CITY OF PASADENA

Grantee's 1149 Ellsworth Drive

Mailing Address: Pasadena, Texas 77506

Consideration.

Cash and other valuable consideration, receipt and sufficiency of which are hereby acknowledged.

Property.

A tract of land out of the southwest portion of Lots Three (3), Four (4) and Five (5), in Block Two (2), of Golden Acres, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 60, of the Map Records of Harris County, Texas, and, being more particularly described by metes and bounds as cited herein more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance and Warranty:

None

Exceptions to Conveyance and Warranty:

Taxes and special assessments are prorated as of the Date of this Special Warranty Deed and Grantee assumes and agrees to pay same.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it unto Grantee and Grantee's successors and assigns, and Granter binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns

against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

GRANTEE AGREES TO TAKE THE PROPERTY "AS-IS," "WHERE- IS," AND WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO GRANTEE OR ITS CONSTITUENTS BY GRANTOR OR ANY OF GRANTOR'S AFFILIATES OR AGENTS CONCERNING THE CONDITION OF THE PROPERTY SHALL BE ACCURATE AND CORRECT TO THE BEST OF GRANTOR'S KNOWLEDGE. GRANTEE SHALL RELY ON GRANTOR DOCUMENTS AND RECORDS AS WELL AS ITS OWN INSPECTION OF THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY.

Grantor has agreed to convey the Property to Grantee in reliance on Grantee's covenants with respect to the intended use of the Property as provided in that certain Agreement for Sale between Grantor and Grantee dated 3rd November, 2025. When the context requires, singular nouns and pronouns include the plural.

This instrument may be executed in duplicate originals, and each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed on this the 3rd day of November, 2025.

GRANTOR:

PMG INVESTMENTS, LLC a Texas Limited Liability Company

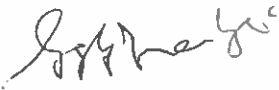
By: Nanik Bhagia

Name: Nanik Bhagia

Title: Member and Director

GRANTOR:

PMG INVESTMENTS, LLC a Texas Limited Liability Company

By: 

Name: Sarojini Bhagia

Title: Member

Corporate Acknowledgment

State of Texas

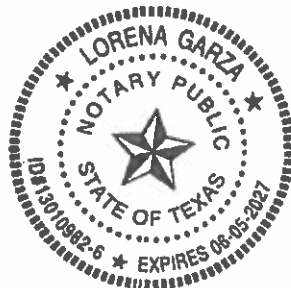
County of Tarrant

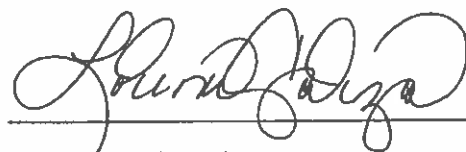
This instrument was acknowledged before me on 3rd of November, 2025
by Nanik Bhagia as Member and Director of **PMG Investments, LLC a Texas Limited Liability Company**, on behalf of said entity.

The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.





Notary Public's Signature

My Commission Expires: June 05, 2027

Corporate Acknowledgment

State of Texas

County of Jarris

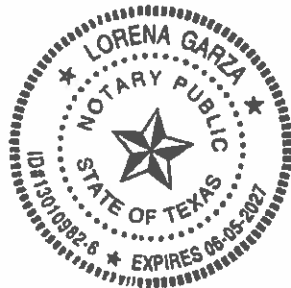
This instrument was acknowledged before me on 3rd of November, 2025

by Sarojini Bhagia as Member of **PMG Investments, LLC a Texas Limited Liability Company**, on behalf of said entity.

The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.



Lorena Garza

Notary Public's Signature

My Commission Expires: June 05, 2027

Upon Recordation, return to:
Contract Land Staff
Attn: Kathy Phillips
2245 Texas Drive, Ste. 200
Sugar Land, TX 77479

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

A tract of land out of the southwest portion of Lots Three (3), Four (4) and Five (5), in Block Two (2), of Golden Acres, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 60, of the Map Records of Harris County, Texas, and. being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southwesterly corner of Lot 5, in Block 2, in the east right-of-way of Lilac Street (60 ft. right-of-way) and also being the northwesterly corner of Lot 6, in Block 2, of Golden Acres, Section Two. Said beginning point being a plat call of South 00° 16' 49" East, a distance of 421.75 feet from the intersection of the east right-of-way of Lilac Street with the south right-of-way of Sycamore Avenue (60 ft. right-of-way);

THENCE North 00° 16' 49" West, along the east right-of-way of Lilac Street, a distance of 220.00 feet to a point for the northwesterly corner of this tract;

THENCE North 89° 45' East, a distance of 234.00 feet to a point for the northeasterly corner of this tract;

THENCE South 00° 16' 49" East, a distance of 220.00 feet to a point for the southeasterly corner of this tract in the south line of Lot 5, in Block 2 and the north line of Lot 6 in Block 2;

THENCE South 89° 45' West, along the common line of Lots 5 and 6, in Block 2, a distance of 234.00 feet to THE PLACE OF BEGINNING and containing approximately 51,480 square feet.

UNANIMOUS WRITTEN CONSENT IN LIEU OF MEETING OF
PMG INVESTMENTS, LLC, A Texas limited liability company

The undersigned being all of the members of PMG INVESTMENTS, L.L.C., a TEXAS LIMITED LIABILITY COMPANY, do hereby waive any and all requirements for calling, giving notice of and holding a special meeting of the limited liability company and, in lieu of a special meeting and pursuant to the operating agreement do hereby consent to the adoption of the following:

Approval of NANIK BHAGIA, a Manager selling the property described on Exhibit "A" attached hereto to the City of Pasadena & Public Management, Inc. in the amount of \$1,374,250.00.

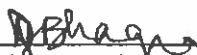
Therefore be it Resolved that NANIK BHAGIA, as, MANAGER of the limited liability company, is authorized, empowered and directed, for and on behalf and in the name of the limited liability company to execute, acknowledge and deliver all deeds, instruments, documents and agreements as he may deem necessary or appropriate in order to consummate the transaction contemplated by this Agreement.

BE IT RESOLVED, that all acts, transactions, or agreements undertaken before the adoption of these resolutions by the Authorized Representative or any other authorized manager, officer, or representative of the limited liability company that are consistent with the purposes and intent of these resolutions are, in all respects, ratified, approved, confirmed, and adopted as the acts and deeds of the limited liability company.

In witness of the approval and adoption of and consent to the foregoing Resolutions, the undersigned have executed this Consent the 27 day of December 2025.



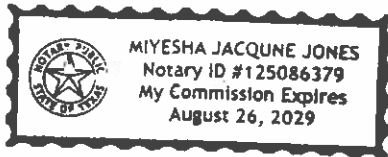
SAROJINI BHAGIA



NANIK BHAGIA

STATE OF TEXAS
COUNTY OF HARRIS

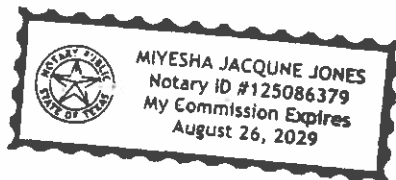
This instrument was acknowledged before me on December 8, 2028 by
SAROJINI BHAGIA.



[Signature]
Notary Name: Miyesha Jones
State of: Texas
County of: HARRIS
Expires: August 26, 2029

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 8, 2028 by NANIK
BHAGIA.



[Signature]
Notary Name: Miyesha Jones
State of: Texas
County of: HARRIS
Expires: August 26, 2029

Exhibit "A"

A tract of land out of the southwest portion of Lots Three (3), Four (4) and Five (5), in Block Two (2), of Golden Acres, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 80, of the Map Records of Harris County, Texas, and, being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southwesterly corner of Lot 5, in Block 2, in the east right-of-way of Lilac Street (60 ft. right-of-way) and also being the northwesterly corner of Lot 6, in Block 2, of Golden Acres, Section Two. Said beginning point being a plat call of South $00^{\circ} 16' 49''$ East, a distance of 421.75 feet from the intersection of the east right-of-way of Lilac Street with the south right-of-way of Sycamore Avenue (60 ft. right-of-way);

THENCE North $00^{\circ} 16' 49''$ West, along the east right-of-way of Lilac Street, a distance of 220.00 feet to a point for the northwesterly corner of this tract;

THENCE North $89^{\circ} 45'$ East, a distance of 234.00 feet to a point for the northeasterly corner of this tract;

THENCE South $00^{\circ} 16' 49''$ East, a distance of 220.00 feet to a point for the southeasterly corner of this tract in the south line of Lot 5, in Block 2 and the north line of Lot 6 in Block 2;

THENCE South $89^{\circ} 45'$ West, along the common line of Lots 5 and 6, in Block 2, a distance of 234.00 feet to THE PLACE OF BEGINNING and containing approximately 51,480 square feet.

WHEN RECORDED MAIL ORIGINAL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FULL RELEASE OF LIEN

(GF 1035012400355)

Glossary of Terms

HOLDER shall mean the subscriber hereto, being legal and equitable owner and holder of the Indebtedness and the Liens.

INDEBTEDNESS shall mean all amounts owed under the terms, conditions or provisions of (i) the Note (together with any renewals, extensions, rearrangements, modifications or expansions thereof); and, (ii) the Liens.

LIENS shall mean, all and singular, any and all security interests securing payment of the Note, including, but not limited to: (i) the lien(s) and security interest(s) hereinafter described; and/or (ii) any other document, instrument or writing securing the Note.

PROPERTY shall mean the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements located thereon, if any.

Description of Note and Liens

Note:

Date: August 2, 2009
Amount: \$1,150,000.00
Maker: PMG Investments LLC
Payee: Sarojini Bhagia

Deed of Trust Lien covering the Property, as follows (if applicable):

Grantor: PMG Investments LLC
Trustee: Nanik Bhagia

Recorded in the Official Public Records of Real Property in the County where the Property is situated under County Clerk's File No.: 20130544956

Release

FOR A VALUABLE CONSIDERATION, paid in hand to the Holder, the receipt and sufficiency of which consideration is hereby expressly stipulated to and acknowledged, the Holder has RELEASED and DISCHARGED, and by these presents does hereby fully and finally RELEASE and DISCHARGE the Indebtedness and Liens.

This Release shall be binding upon the Holder, its successors and assigns.

When required by the context of this Release, (i) the singular nouns and pronouns shall include the plural; (ii) any gender includes the other genders; and (iii) the term "successors and assigns" includes "legal representatives, heirs, administrators, executors, successors and assigns".

EXECUTED this the 8th day of December, 2025.

Sarajini Bhagia
Sarajini Bhagia

THE STATE OF TEXAS:

COUNTY OF HARRIS:

This instrument was acknowledged before me on the 8th day of December, 2025, by Sarajini Bhagia.

[Signature]
Notary Public

My Commission Expires:

August 26, 2029

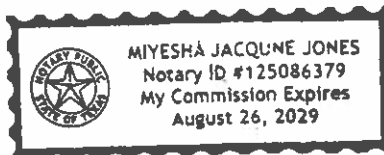


Exhibit "A"

A tract of land out of the southwest portion of Lots Three (3), Four (4) and Five (5), in Block Two (2), of Golden Acres, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 60, of the Map Records of Harris County, Texas, and, being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southwesterly corner of Lot 5, in Block 2, in the east right-of-way of Lilac Street (60 ft. right-of-way) and also being the northwesterly corner of Lot 6, in Block 2, of Golden Acres, Section Two. Said beginning point being a plat call of South $00^{\circ} 16' 49''$ East, a distance of 421.75 feet from the intersection of the east right-of-way of Lilac Street with the south right-of-way of Sycamore Avenue (60 ft. right-of-way);

THENCE North $00^{\circ} 16' 49''$ West, along the east right-of-way of Lilac Street, a distance of 220.00 feet to a point for the northwesterly corner of this tract;

THENCE North $89^{\circ} 45'$ East, a distance of 234.00 feet to a point for the northeasterly corner of this tract;

THENCE South $00^{\circ} 16' 49''$ East, a distance of 220.00 feet to a point for the southeasterly corner of this tract in the south line of Lot 5, in Block 2 and the north line of Lot 6 in Block 2;

THENCE South $89^{\circ} 45'$ West, along the common line of Lots 5 and 6, in Block 2, a distance of 234.00 feet to THE PLACE OF BEGINNING and containing approximately 51,480 square feet.

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



**Fidelity National Title Insurance
Company**

1035012400355

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Fidelity National Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Issued By:

Charter Title Company

Susan Simmons



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: December 2, 2025 at 8:00 AM
Commitment No.: 1035012400355

GF No.: CH-3501-1035012400355-SS
Issued: December 9, 2025 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$1,374,250.00
PROPOSED INSURED: City of Pasadena

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

PMG INVESTMENTS LLC

SCHEDULE A

(continued)

4. Legal description of land:

A tract of land out of the southwest portion of Lots Three (3), Four (4) and Five (5), in Block Two (2), of Golden Acres, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 60, of the Map Records of Harris County, Texas, and, being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southwesterly corner of Lot 5, in Block 2, in the east right-of-way of Lilac Street (60 ft. right-of-way) and also being the northwesterly corner of Lot 6, in Block 2, of Golden Acres, Section Two. Said beginning point being a plat call of South 00° 16' 49" East, a distance of 421.75 feet from the intersection of the east right-of-way of Lilac Street with the south right-of-way of Sycamore Avenue (60 ft. right-of-way);

THENCE North 00° 16' 49" West, along the east right-of-way of Lilac Street, a distance of 220.00 feet to a point for the northwesterly corner of this tract;

THENCE North 89° 45' East, a distance of 234.00 feet to a point for the northeasterly corner of this tract;

THENCE South 00° 16' 49" East, a distance of 220.00 feet to a point for the southeasterly corner of this tract in the south line of Lot 5, in Block 2 and the north line of Lot 6 in Block 2;

THENCE South 89° 45' West, along the common line of Lots 5 and 6, in Block 2, a distance of 234.00 feet to THE PLACE OF BEGINNING and containing approximately 51,480 square feet.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

END OF SCHEDULE A

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: 1035012400355

GF No.: CH-3501-1035012400355-SS

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item 1, Schedule B is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds or navigable of perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2025 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2025 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

(Applies to Mortgagee Policy (T-2) only.)

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
- a. Rights of parties in possession.
 - b. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
 - c. Any portion of the Land located within the boundaries of any roadway or highway.
 - d. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
 - e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - f. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.
 - g. Rights of tenants, as tenants only, under existing lease agreements affecting the land.
 - h. In the event subject property is located within the boundaries of the City of Pasadena, seller must provide written notice to purchaser of the Restrictive Covenants affecting subject property and Notice of the city's right to enforce same (in compliance with City of Pasadena Ordinance No. 90-6), filed for record under Harris County Clerk's File No. M494333. (Owner Policy only)

SCHEDULE C

Commitment No.: 1035012400355

GF No.: CH-3501-1035012400355-SS

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$1,150,000.00
Dated:	August 2, 2009
Trustor/Grantor:	PMG Investments LLC
Trustee:	Nanik Bhagia
Beneficiary:	Sarojini Bhagia
Recording Date:	October 24, 2013
Recording No:	Harris County Clerk's File No. 20130544956
6. The Company will require an affidavit of debts and liens to be executed by the seller(s). Should such affidavit reveal the existence of any liens not shown herein, we require that we be notified and that such liens be released, assumed or otherwise dealt with in a fashion acceptable to the parties to the transaction.
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: PMG Investments LLC

 - a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
 - c. If the Limited Liability Company is member-managed a full and complete current list of members

SCHEDULE C

(continued)

certified by the appropriate manager or member.

- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Documentation Received.

Intentionally deleted

8. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): City of Pasadena

9. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded June 4, 2010 under Harris County Clerk's File No. 20100235973 and corrected under Harris County Clerk's File No. 20130611491, wherein the grantee acquired the subject property.

10. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
- Confirmation prior to closing that the County Clerk of Harris County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
 - Electronic recordation of the instruments to be insured in the Official Public Records of Harris County, Texas.
 - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
 - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

SCHEDULE D

Commitment No.: 1035012400355

GF No.: CH-3501-1035012400355-SS

Pursuant to the requirements of Procedural Rule P-21 in the Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Fidelity National Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan (President, Chief Executive Officer, and Chairman of the Board), Anthony J. Park (Treasurer, Chief Financial Officer, and Executive Vice President), Marjorie Nemzura (Corporate Secretary and Vice President)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

FNF Charter Title Company d/b/a Charter Title Company

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC, which owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

Owners: FNTS Holdings, LLC owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent:

Directors: Michael J. Nolan, Anthony John Park

Officers: Michael J. Nolan (Chief Executive Officer), Anthony John Park (Executive Vice President and Chief Financial Officer), James A. Johnson (President), Marjorie Nemzura (Secretary), John Ernst (Executive Vice President)

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive: None

For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this Commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$	7,196.00
Total	\$	7,196.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.

- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

1-6-26
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

21 NO: 2026-

CAPTION:

Contract for Flexible Base Materials with Texas Materials Group.

RECOMMENDATIONS & JUSTIFICATION:

Staff solicited bids for Flexible Base Materials and and received one (1) responsive bid from Texas Materials Group, which meets all required specifications.

This contract will be used by the Street & Bridge Department, the term shall be for a period of one (1) year with two (2) one (1) year renewal options.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

Council Districts Affected:

REQUIRES APPROPRIATION: ☐

See attached Certification

COUNCIL ACTION

DATE: 12/5/2025

REQUESTING PARTY (Robin Green)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

Karen Wallace
PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Chris Bme
CITY ATTORNEY

DATE

DATE

Thomas Scherbin
MAYOR

DEFERRED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 12/8/2025

AMOUNT: \$110,000

DEPARTMENT NO: 14400

ACCOUNT NO. 7229

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Contract for Flexible Base Material

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract between the City of Pasadena, Texas and Texas Materials Group, Inc. for the purchase by the City of Pasadena of flexible base materials for a period of one year.

WHEREAS, Texas Materials Group, Inc. submitted the one responsive bid meeting all specifications; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A" by and between the City of Pasadena, Texas and Texas Materials Group, Inc. for the purchase by the City of Pasadena of flexible base materials for a period of one year beginning on or about the date of final City Council approval, with an option of two (2), one (1) year extensions, according to specifications as set forth in Notice to Bidders and bid/proposal of Texas Materials Group, Inc. received pursuant thereto is hereby authorized and approved.

SECTION 2. That the City Council finds that such contract is reasonable and necessary and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary

to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 4. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Texas Materials Group, Inc. (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of flexible base materials for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two (2), one (1) year extensions, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver flexible base materials to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

ATTEST:

TEXAS MATERIALS GROUP, INC.

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the ____
day of _____, 2026 by _____, the
_____ of TEXAS MATERIALS GROUP, INC., a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

City of Pasadena



PURCHASING OFFICE
1149 ELLSWORTH DR. SUITE 400
PASADENA, TEXAS 77506
713-475-5532
FAX 713-920-7938

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth Dr. Suite 200 PASADENA, TX 77506		Invitation for Bids (IFB)	
MAILING DATE November 12, 2025	TITLE Flexible Base Materials	NUMBER 25-025	CLOSING DATE & TIME 12/01/2025 By 4:00 PM
		BID WRITER Cheyenne Keltch, Buyer II	
PRE-BID DATE, TIME AND LOCATION			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Texas Materials Group, Inc.		TAXPAYER IDENTIFICATION NUMBER 58-1401466	
MAILING ADDRESS 3003 Kilgore Pkwy.		NO BID: If not submitting a bid, state reason below and return one copy of this form	
CITY-STATE-ZIP Baytown, TX 77523			
PH: 281-421-4521			
FX:		EMAIL: cestes@texasmaterials.com	
		WEB ADDRESS:	
TOTAL BID AMOUNT:		Delivery: Calendar days after receipt of Purchase Order: 1 days (ARO)	
Bids are firm for Acceptance for 90 days Yes ☒ No ☐ Other ☐		Payment Terms: 0 % , net 60	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
AUTHORIZED SIGNATURE 		DATE 11/21/2025	PRINTED NAME/TITLE Phillip King; Key Account Manager
Please initial by all that apply. I acknowledge receipt of the following addendum Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____			

Please note the following:

- This page must be completed and returned with your bid
- Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- Bids received after the above closing date and time will not be accepted.

Legal Notice

**NOTICE TO BIDDERS
BID NO. 25-025**

The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

Flexible Base Materials

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, December 1, 2025 by 4:00pm** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena, Texas 77506. **Bids will be publicly opened and read on Tuesday December 2, 2025 at 3:00 p.m.** in the Main Conference Room in City Hall.

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.pasadenastx.gov. If you do not have Internet access, you may obtain the documents by contacting the Purchasing Office at 1149 Ellsworth Dr. Suite 400, Pasadena, Texas, 77506, (713) 475-5532.

Bids may be either mailed or hand delivered to the City Secretary's Office, 1149 Ellsworth Dr. Suite 400, Pasadena, TX 77506. Any bids received after the above stated time will be returned to the bidder unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/Bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/Bid in whole or in part with or without cause; and accept the bid/Bid which best serves the City.

CAUTION: It is the bidder's/Bidder's responsibility to ensure that bids/Bids are received in the City Secretary's Office prior to the date and time specified above. Receipt of a bid/Bid in any other City office does not satisfy this requirement.

Published in the Pasadena Citizen & on the City of Pasadena Website

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PURCHASING OFFICE****TABLE OF CONTENTS**

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**CITY OF PASADENA
PURCHASING OFFICE**

STANDARD PURCHASE DEFINITIONS (IFB)

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.	compliance with all City ordinances concerning the purchasing process.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.	16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.	17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.	18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a Bid submitted in response to a Request for Bid, a Bid submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.	19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guaranty will be returned to the Bidder upon execution of a Contract	20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc
7. Bids are responses to an Invitation for Bids.	21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
8. City means the City of Pasadena, a Texas home-rule municipal corporation.	22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.	23. Solicitation means, as applicable, an Invitation for Bid, Request for Bid, Request for Qualifications or a Request for Quotation.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.	24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.	25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
12. Due Date means the date and time specified for receipt of Bids.	
13. Goods are supplies, materials, or equipment.	
14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.	
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and	

**CITY OF PASADENA
PURCHASING OFFICE****GENERAL REQUIREMENTS FOR BIDS**

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena Purchasing Department. General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. TERM CONTRACTS

The CITY of PASADENA acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

2. ANTI-LOBBYING PROVISION

DURING THE PERIOD BETWEEN THE BID MAILING DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S BID.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

4. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE

Any agreement resulting from this IFB shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the IFB in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub. L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

8. INTERLOCAL PARTICIPATION

8.1. The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider

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attached hereto, if known at the time of issuance of the IFB, City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

- 8.2.** In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 8.3.** Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.
- 8.4.** Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA

When specifications are revised, the CITY of PASADENA Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

11. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the CITY of PASADENA to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. The CITY of PASADENA shall act as sole judge in determining equality and acceptability of products offered.

12. RECYCLED MATERIALS

CITY of PASADENA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. CITY of PASADENA will be the sole judge in determining product preference application.

13. INSPECTIONS & TESTING

City of Pasadena reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

14. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

15. BID FORM COMPLETION

Unless otherwise specified, Bidders must use the bid forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the bidder should sign the Bid Sheet. The contract will be binding only when signed by the CITY of PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.

16. SCANNED OR RE-TYPED RESPONSE

If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications as published shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

17. BID RETURNS including ALTERNATE BIDS

Bidder shall return one (1) "ORIGINAL" and one (1) "COPY" of the bid in a sealed envelope or package of comparable

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size. Please cut out and affix the bid label found on the last page of the IFB to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!

Only one Bid per envelope. Alternate Bids shall be in a separate envelope and marked as Alternate Bid.

Bidders must return all completed bids to:

City of Pasadena
City Secretary's Office
1149 Ellsworth Dr. Suite 200
Pasadena, Texas 77506

by the date and time specified. Late bids will not be accepted, and will be returned to Bidders unopened.

18. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

19. VARIANCES

For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

20. DISQUALIFICATION OF BIDDER

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

21. AWARD OF CONTRACT

21.1. Per Section § 252.043 of the Texas Local Government Code:

21.1.1. If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

21.1.2. In determining the best value for the municipality, the municipality may consider:

- (a) the purchase price;
- (b) the reputation of the bidder and of the bidder's goods or services;
- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the bidder's past relationship with the municipality;
- (f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) any relevant criteria specifically listed in the request for bids or Bids.

21.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City's sole discretion. For the purpose of evaluation, any item left blank will be deemed "no bid".

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- 21.3. The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.
- 21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- 21.5. Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- 21.6. Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- 21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

22. EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The CITY of PASADENA Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

23. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

- 23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- 23.1.1. the lowest bidder; or

- 23.1.2. the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

- 23.2. This section does not prohibit a municipality from rejecting all bids.

- 23.3. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

- 23.4. In order to receive consideration, bidders must fill out and submit the Local Bidder's Preference Form.

24. PROTESTS:

- 24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/Bids. This includes all protests relating to legal advertisements, deadlines, bid/Bid openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

- 24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;

- 24.2.1. Come from an actual bidder or Bidder for the contract, and

- 24.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

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24.3. The Purchasing Manager, having authority to make the final determination, will respond within 10 working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

25. CONTRACT OBLIGATION

The CITY of PASADENA City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the CITY of PASADENA or the bidders. Department heads are NOT authorized to sign agreements for the CITY of PASADENA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

26. BID DOCUMENTS AND BID EVALUATIONS

A vendor, as a member of the public may request a copy of the Bid Tabulation that is compiled when the bids are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Local Government Code, Chapter 552. However, the City will not release copies of bids or the bid evaluations until after the contract has been awarded by the City Council.

In accordance with Texas Local Government Code, Chapter 552.104 EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING

(a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

27. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

28. FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the CITY of PASADENA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

29. GRANT FUNDING

Any contract entered into by the CITY that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the CITY has not set aside any CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

30. INSURANCE

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

31. WAIVER OF SUBROGATION

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

32. TERMINATION

The CITY of PASADENA reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

33. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty days

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prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.

34. INDEMNITY

34.1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

34.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

34.3. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

35. PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a CITY of PASADENA Purchase Order, signed by an authorized agent of the CITY of PASADENA Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.

36. DELIVERY OF GOODS/SERVICES

36.1. All materials are to be delivered F.O.B.; City of Pasadena designated facility.

36.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.

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- 36.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- 36.4. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
- 36.5. When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.

37. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

38. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

39. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder's expense.

40. INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

41. TAXES

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.

42. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

43. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY of PASADENA and the bidder.

- 43.1. No request for a price escalation will be considered for the first year of the contract period. Requests for price escalation at the time of contract renewal may be made under the following conditions:

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- 43.1.1. Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation;

or

- 43.1.2. Such adjustment shall be based on the latest non-preliminary Producers Price Index – Not Seasonally Adjusted, Nonmetallic Products, Crushed Stone and Broken Stone (Series ID WPU13210121) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If documentation is not provided, a price increase will not be allowed.

- 43.1.3. The City reserves the right to accept or reject the price increase;

- 43.1.4. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

44. HOUSE BILL 23 DISCLOSURE OF CERTAIN RELATIONSHIPS

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 23, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See Section 176.006(a-1), Local Government Code.* A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

The CIQ Form can be located at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

45. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity.

The 1295 Form can be located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

46. NO ISRAEL BOYCOTT

The Bidder certifies and verifies that it does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Invitation for Bid and that this certification is true, complete and accurate

**CITY OF PASADENA
PURCHASING OFFICE****SPECIAL CONDITIONS****Questions And Addendum**

All questions concerning the technical specifications or scope of services shall be submitted in writing to the Purchasing Department, Attn: Cheyenne Keltch at 1149 Ellsworth Dr. Suite 400, Pasadena, Texas, 77506, emailed to Ckeltch@pasadenatx.gov or faxed to (713) 920-7938. Questions must be received no later than seven (7) days prior to the IFB due date. Such contact shall be for clarification purposes only. Revision to specifications, scope of services, bidding procedures, if any, will be notified with a written addendum by the Purchasing department.

1. The City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.
2. **Warranties of Usage**
 - 2.1. Orders shall be placed on an "as needed" basis. Bidder shall advise if there is a minimum dollar amount per order.
 - 2.2. Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
 - 2.3. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular Bid price. The contractor shall not have any claims against the City for any quantities ordered that are less than the estimated bid amount.
3. **Availability of Materials**

Materials shall be available for pick-up in quantities as specified by the City within twenty-four (24) hours after notification by the City has been given.

In case an emergency is experienced by the City, the vendor is requested to supply the needed material immediately, if possible. If the vendor cannot respond, then the emergency requirement may be purchased on the open market. Such emergency purchases shall not be considered a breach of contract by the City or the vendor.
4. **Emergency Orders**

Emergency orders and services may be required. Therefore, the successful bidder must be able to respond and provide such services if necessary, nights and weekend. The vendor will be compensated the actual cost for premium transportation charges when specifically authorized by the City.
5. **Travel Distance & Plant Location**

Travel Distance will be a consideration in evaluating the "picked up price". The City will be the sole judge as to the cost of said Travel Distance. Plant location nearest to City of Pasadena boundary limits shall be annotated on page #13.
6. **Fuel Surcharges** are not allowed.

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SPECIFICATIONS

1. Scope:

The City of Pasadena is seeking Bids from qualified suppliers, hereinafter referred to as the Contractor, to provide **Flexible Base Material** in accordance with the terms, conditions, and specifications contained in this Invitation for Bid. This supply contract will be utilized by various Divisions of the Public Works Department or Parks Department for construction and/or repairs of streets, water lines and sewer lines located throughout the city.

2. Period of Contract:

The initial term of this contract shall be for a period of one (1) year from the date of approval by City Council, with an option to extend the contract period for two (2) additional, one (1) year periods upon mutual agreement between the City of Pasadena and the contractor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3. Description.

This item to be used to construct a foundation course composed of flexible base.

4. Materials.

Furnish uncontaminated materials of uniform quality that meet the requirements and specifications. The City may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate.

Furnish aggregate of the type and grade shown on Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless otherwise requested.

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		—	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	—	—	
3/8 in.		30–50	—	—	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max. ¹	Tex 104-E	35	40	40	As shown on the plans
Plasticity index, max. ¹	Tex 106-E	10	12	12	As shown on the plans
Plasticity index, min. ¹		As shown on the plans			
Wet ball mill, % max. ²	Tex 116-E	40	45	—	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	—	
Classification ³		1-0	1-1–2-3	—	
Min. compressive strength ³ , psi	Tex-117-E				As shown on the plans
lateral pressure 0 psi		45	35	—	
lateral pressure 15 psi		175	175	—	

4.1. Material Types. Do not use fillers or binders unless approved. Furnish the type specified in accordance with

**CITY OF PASADENA
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the following

- (a) **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
 - (b) **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
 - (c) **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
 - (d) **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 4.2. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when approved by City of Pasadena. Request approval to blend 2 or more sources of recycled materials.
- (a) **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise requested by City of Pasadena. The percentage limitations for other recycled materials will be as Table 1.
- 4.3. **Measurement.** Flexible base will be measured as follows:
- (a) **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The City will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing. When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the City. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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BID PRICING SHEET

For the purpose of evaluation, any item left blank will be deemed "no bid".

BIDDER NAME Texas Materials Group, Inc.

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this IFB.

Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price will be taken.

**** Fuel Surcharges are not allowed.**

Item No.	Description	Quantity	Unit Of Measure	Unit Price	Extended Price
Flexible Base Materials					
1	Crushed Concrete, Type "D", Grade 1 Picked Up Pricing	1800	Tons	\$ 28.00	\$ 50,400.00
2	Crushed Limestone, Type "A", Grade 1 Picked Up Pricing	1000	Tons	\$ 40.00	\$40,000.00
Total for all line items:					\$ 90,400.00

Plant Pick Up Location:

7445 Liberty Road, Houston, TX 77028- Crushed Concrete; 5351 Grand Parkway, Baytown TX 77523- Limestone Base

Physical location (street address, city, state, zip) of the plant nearest to the City of Pasadena

Price per ton if delivered: \$ Crushed Concrete \$38.00; Limestone Base \$51.20

Contact information for checking status of orders and delivery:

Contact Name: Amber Strawn Telephone: 713-923-1988

Title: Dispatcher

Fax: _____

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DELIVERY

The specified delivery time shall be a firm time period. The delivery time shall be one of the determining factors in selecting the best bid for the City.

24 maximum hours after receipt of order.

What is your minimum load, before a load fee is imposed? 17 Tons

If order is below the minimum load, what is your load fee? \$ 1.00 Per Ton

Will deliveries be made via: ☐ Company Truck ☒ Common Carrier ☐ Other: _____

Contact information for checking status of orders and delivery:

Contact Name: Amber Strawn Telephone: 713-923-1988

Title: Dispatcher Fax: _____

METHOD OF PAYMENT:

1. PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2. PROMPT PAYMENT DISCOUNT: 0 % within 10 days (e. g. 1%, 2%, 5%)

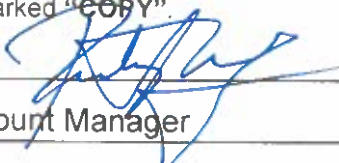
AND/OR (check one)

3. PROCUREMENT CARD PROGRAM ☒ yes ☐ no
(This payment method would allow for vendor payments to be made within 24 hours of use by City through City's Procurement Card Program provider, JPMorganChase MasterCard)

--If "yes" discount offered: 0 % (e.g. 1%, 2%, 5%)

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid Bid filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: 

Title: Key Account Manager

Company Name: Texas Materials Group, Inc.

Date: 11/21/2025

**CITY OF PASADENA
PURCHASING OFFICE****Accounts Receivables Information:**

Contact Name: Tina Dara Title: AR Applications
Mailing Address: PO Box 845198
City: Dallas State: TX Zip: 75284
Telephone: 512-861-7107 Fax: _____

FULL LEGAL FIRM/COMPANY NAME: Texas Materials Group, Inc.
BUSINESS STREET ADDRESS: 3003 Kilgore Pkwy, Baytown, TX 77523
BUSINESS MAILING ADDRESS: _____
BUSINESS TELEPHONE NUMBER: 281-421-5721
BUSINESS FAX NUMBER: _____
COUNTY: Harris MINORITY OWNED: Yes ☐ No ☒ # OF EMPLOYEES: 883

CORPORATION: ☒ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C.: ☐ L.L.P.: ☐
YEAR ESTABLISHED: 1945 NUMBER OF YEARS IN BUSINESS: 80
FEDERAL ID NO.: 58-1401466
NATURE OF BUSINESS: Material supplier

PRINCIPALS:

NAME: Derek Angel TITLE: President
NAME: Phillip King TITLE: Key Account Manager
NAME: _____ TITLE: _____

**CITY OF PASADENA
PURCHASING OFFICE**

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Harris (County) §

Being first duly sworn, deposes and says that:

1. He/She is the Key Account Manager (Owner, Partner, Officer, Representative or Agent) of Texas Materials Group, Inc. (Company), the party that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices Bid in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Phillip king
Authorized Representative's Signature

Phillip king

Representative's Name

Texas Materials Group, Inc.

Company Name

Key Account Manager

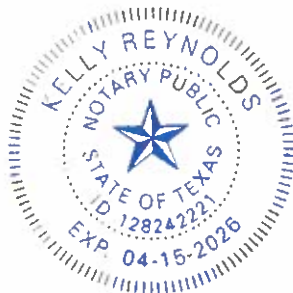
Representative's Title

On this the 1st day of December, 2025, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Kelly Reynolds
(Name of Notary Public. Print, Stamp, or Type as Commissioned)

CITY OF PASADENA
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BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency that the City of Pasadena may contact:

1. COMPANY NAME: City of Houston Public Works
ADDRESS: 901 Bagby St. Concourse Level
CITY / STATE / ZIP: Houston, TX 77002
PHONE NO.: 832-395-2833
NAME OF CONTACT: Erika Lawton
EMAIL: erika.lawton@houstontx.gov

2. COMPANY NAME: Fort Bend County
ADDRESS: 301 Jackson, Suite 201
CITY / STATE / ZIP: Richmond, TX 77469
PHONE NO.: 281-341-8640
NAME OF CONTACT: Krystle Sanchez
EMAIL: krystle.sanchez@fortbendcountytexas.gov

3. COMPANY NAME: Harris County
ADDRESS: 1111 Fannin, 12th Floor
CITY / STATE / ZIP: Houston, TX 77002
PHONE NO.: 713-274-4434
NAME OF CONTACT: Maria Heinzmann
EMAIL: maria.heinzmann@pur.hctx.net

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso A NO: 2026-

CAPTION: RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO SIGN A LETTER ADDRESSED TO THE HARRIS COUNTY FLOOD CONTROL DISTRICT FOR THE MAINTENANCE OF THE 30 INCH DRAINAGE EASEMENT LOCATED FROM LILAC TO BELTWAY 8 AND CONTAINED ON THE REPLAT OF LOTS 3, 4, 5, & 6, BLOCK 7 OF GOLDEN ACRES NUMBER 2 IN CONNECTION WITH THE LITTLE VINCE-ARMAND BAYOU SEPARATION (CIP #D054).

RECOMMENDATIONS & JUSTIFICATION: PUBLIC WORKS RECOMMENDS APPROVING THE LETTER FOR FLOOD CONTROL TO ALLOW US TO PROCEED ON THE LITTLE VINCE-ARMAND BAYOU SEPARATION PROJECT (CIP #D054).

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED: N/A

REQUIRES APPROPRIATION: ☐

See attached Certification

Robin S. Green, Jr.

Robin S. Green, Jr. DATE: 12/16/2025
REQUESTING PARTY (TYPED)

COUNCIL ACTION

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Chris B.

CITY ATTORNEY

DATE

DATE

Thomas Schaeber
MAYOR

DEFERRED: _____

RESOLUTION NO. 2026-_____

A Resolution authorizing the Mayor or his designee to execute a letter addressed to the Harris County Flood Control District for the maintenance of the 30 inch Drainage Easement located from Lilac to Beltway 8 and contained on the replat of Lots 3, 4, 5, & 6, Block 7 of Golden Acres Number 2 in connection with the Little Vince-Armand Bayou Separation (CIP #D054).

WHEREAS, Public Works recommends approving the attached letter to Harris County Flood Control for the maintenance of the 30 inch Drainage Easement located from Lilac to Beltway 8 on the replat of Lots 3, 4, 5 & 6 Block 7 of Golden Acres Number 2, to allow City to proceed on the Little Vince-Armand Bayou Separation Project (CIP #D054);

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby authorizes the Mayor or his designee to execute the letter to Harris County Flood Control District, attached hereto as Exhibit "A", to allow City to proceed on the Little Vince-Armand Bayou Separation Project (CIP #D054).

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which

this resolution and the subject matter thereof has been discussed,
considered and formally acted upon. The City Council further
confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,

A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



To: Harris County Flood Control District

January 6, 2026

RE: Maintenance Agreement for "30' DRAINAGE EASEMENT" contained on REPLAT OF LOTS 3, 4, 5 & 6, Block 7 of Golden Acres number 2

With this letter, the City of Pasadena agrees to maintain the area within the 30' drainage easement conveyed on the plat titled REPLAT OF LOTS 3, 4, 5 & 6, and Block 7 of Golden Acres number 2. The drainage easement in question is shown on Attachment 1, showing a copy of the plat amended with a callout to specify the subject drainage easement.

The City of Pasadena is documenting this agreement to facilitate Harris County approval of channel improvement plans that are necessary to facilitate a proposed regional detention basin upstream of the drainage easement in question. This drainage easement will be put on the same maintenance schedule as the proposed detention pond. It is further understood that maintenance using handheld equipment will be necessary for the proposed channel improvements.

Sincerely,

Thomas Schoenhein

Mayor

City of Pasadena, Texas

ATTACHMENT :

- 1) Copy of plat amended to show location of drainage easement in question

ATTACHMENT 1

[illegible][illegible]

DATE: 10/10/1968

For more information, contact the author at a not later than 60 days prior to the date of publication of the article. The author's name and address should be provided to the publisher, and the publisher should be provided to the author. The publisher should be provided to the author. The publisher should be provided to the author.

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10-10-68

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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1. The first step is to identify the problem. In this case, the problem is that the user is unable to access the internet.

Chapman
CHAPMAN & BARTLEY, INC.
MANUFACTURERS, LONDON, ENGLAND


CHARLES E. BATES
LAW, NOTARIES & CITY PLANNING CONSULTANTS
700 LEXINGTON AVENUE, SUITE 2000, NEW YORK, N.Y. 10022
NEW YORK: (212) 691-1000
NEW JERSEY: (201) 691-1000

BOOK REVIEW

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso B NO: 2026-

CAPTION: A resolution authorizing and approving an Agreement by and between the City of Pasadena and Denton Navarro Rodriguez Bernal Santee & Zech P.C. for legal services.

RECOMMENDATIONS & JUSTIFICATION: Authorizing agreement for legal services.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☒

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☐
See attached Certification

| <i>CAR' Brownlee</i> | | COUNCIL ACTION | |
|--------------------------|------------------|----------------|----------------|
| Cari Brownlee | DATE: 12/15/2025 | | |
| REQUESTING PARTY (TYPED) | | FIRST READING: | FINAL READING: |
| | | | |
| BUDGET DEPARTMENT | | MOTION | MOTION |
| | | | |
| PURCHASING DEPARTMENT | | SECOND | SECOND |
| APPROVED: | | | |
| <i>CAR' Brownlee</i> | | | |
| CITY ATTORNEY | | DATE | DATE |
| <i>Thomas Schoenheit</i> | | | |
| MAYOR | | DEFERRED: | |

RESOLUTION NO. 2026-_____

A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas and Denton Navarro Rodriguez Bernal Santee & Zech P.C. for legal services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Denton Navarro Rodriguez Bernal Santee & Zech P.C. for legal services to be rendered is hereby authorized and approved.

SECTION 2. That the City Council finds that such agreement is reasonable and necessary, payment for services to be rendered under said contract to be paid as billed and stated in said agreement.

SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed agreement document and counterparts thereof.

SECTION 4. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by

law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

November 18, 2025

Mayor and City Council
City of Pasadena
1149 Ellsworth Drive
Pasadena, TX 77506

C/O Email: cbrownlee@pasadenatx.gov

RE: Engagement for Special Counsel – City of Pasadena

Dear Mayor and Council Members:

We appreciate the confidence you have demonstrated in Denton Navarro Rodriguez Bernal Santee & Zech P.C. (the "Firm") by selecting us to provide legal services as special counsel for City of Pasadena.

As Shareholder, I will be the primary supervising attorney and depending on the needs and workload, other lawyers in the firm will be assigned to increase responsiveness to your needs and reduce your overall costs.

The Firm agrees to serve the City of Pasadena as special counsel based on the hourly attorney rates listed herein. All time will be billed at one-tenth of an hour increments. All invoices will be sent to you as the Mayor for the City of Pasadena unless you direct otherwise. All invoices are due on receipt and are past due after thirty (30) days. All expenses, excluding travel expenses, are included in our rate structure. All related mileage is charged by multiplying the actual miles traveled by the then current IRS rate. All overdue payments are subject to Texas Government Code Chapter 2251.

Special Counsel, hourly rates:

| | |
|---------------------------|--------------------|
| Shareholders | \$ 400.00 per hour |
| Partners | \$ 375.00 per hour |
| Sr. Associates | \$ 350.00 per hour |
| Associates | \$ 325.00 per hour |
| Legal Assistant/Paralegal | \$ 160.00 per hour |

It is understood that the information exchanged between you, your representatives, and Denton Navarro Rodriguez Bernal Santee & Zech, P.C. is subject to the attorney-client relationship

City of Pasadena
November 18, 2025
Page 2

and is therefore both privileged and confidential. All communications and information are subject to the confidentiality provisions of Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct and Rule 503 of the Texas Rules of Evidence.

Please execute this letter in the space provided below to acknowledge our engagement and return it to our office, via email at cezech@rampagelaw.com. Please feel free to contact us regarding any questions you may have involving this letter.

I understand that time is of the essence in this matter and look forward to providing you with reliable legal analysis and advice.

Very truly yours,
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH



CHARLES E. ZECH

CEZ/sf

APPROVED:

Signature

Effective Date

Thomas Schoenbein, Mayor

Title

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Resoc NO: 2026-

CAPTION: A resolution accepting funding to be used for overtime reimbursement from the U.S. Department of Justice, United States Marshals Service, in the amount of \$79,000.00 for FY2026.

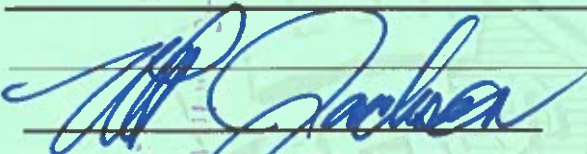
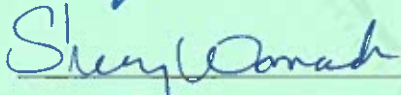
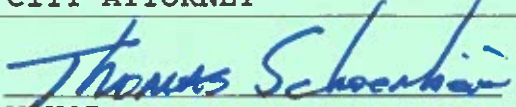
RECOMMENDATIONS & JUSTIFICATION: The funding is provided to the Pasadena Police Department in exchange for our participation in the Gulf Coast Violent Offender Task Force.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☒
See attached Certification

| | | COUNCIL ACTION | |
|--|--|-----------------|----------------|
| 
M.P. Jackson, Chief of Police
REQUESTING PARTY (TYPED)
DATE: 12/08/25 | | FIRST READING: | FINAL READING: |
| 
BUDGET DEPARTMENT | | MOTION | MOTION |
| PURCHASING DEPARTMENT | | SECOND | SECOND |
| APPROVED: | | | |
| 
CITY ATTORNEY | | DATE | DATE |
| 
MAYOR | | DEFERRED: _____ | |

RESOLUTION NO. 2026-_____

A Resolution accepting funding to be used for the purpose of overtime reimbursement from the United States Department of Justice, United States Marshals Service, in the amount of \$79,000.00 for FY2026.

WHEREAS, this funding is provided to the Pasadena Police Department in exchange for participation in the Gulf Coast Violent Offender Task Force; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City of Pasadena, Texas hereby accepts funding to be used for overtime reimbursement from the U.S. Department of Justice, United States Marshal Service, in the amount of \$79,000.00 for FY2026.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,
A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Pasadena Police Department

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 27, 2025

to

September 30, 2026

SECTION 4: APPROPRIATION DATA

| FISCAL YEAR | ORGANIZATION | FUND | PROJECT | SOC / PURPOSE | DOLLAR AMOUNT |
|--------------------------|--------------|----------|----------|----------------------|---------------|
| 2026 | H50/D79 | AFF-B-OP | JLEOTFOT | 25205 - TFO Overtime | \$79,000.00 |
| Total Obligation Amount: | | | | | \$79,000.00 |

SECTION 5: DESCRIPTION OF OBLIGATION

ORI TX1011500

GULF COAST VIOLENT OFFENDERS & FUGITIVE TASK FORCE OVERTIME

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Joe Ruiz de Chavez, Supervisory Deputy US Marshal

Phone: 619-453-4706

E-mail: joseph.ruiz.de.chavez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Paul Sinitiere

Phone: 713-475-5539

E-mail: psinitiere@pasadenatx.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: VICTOR LAM

Digitally signed by VICTOR LAM
Date: 2025.12.02 09:56:52 -0600

Date: 12/2/2025

Victor Lam, Assistant Chief, Administration

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: ROBERT WRIGHT

Digitally signed by ROBERT WRIGHT
Date: 2025.12.02 18:56:00 -0600

Date: 12/2/2025

Robert J Wright, Chief Deputy US Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature:

[Type Name and Title]

Date:

12-8-25

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

1-6-26

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso D NO: 2026-

CAPTION: A resolution on behalf of the Pasadena Police Department to apply for the Texas Department of Transportation STEP CMV Grant in the amount of \$30,370.00 to conduct a commercial motor vehicle enforcement program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the police department's commercial motor vehicle enforcement program.

RECOMMENDATIONS & JUSTIFICATION: This grant will be used to conduct a commercial motor vehicle law enforcement program to enhance public safety by increased enforcement of laws concerning speed, safety belt usage, hazardous moving violations, distracted driving, and D.W.I. The State of Texas will pay 50% of the cost (\$15,185.00) and the City will match the other 50% (\$15,185.00). The cash match is paid for out of the Crime Control District Budget.

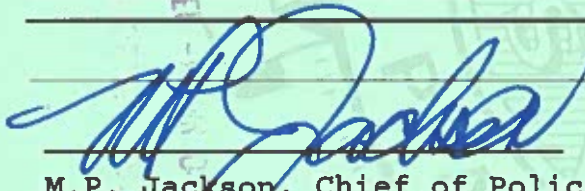
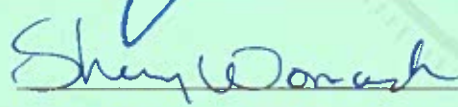
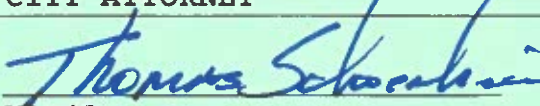
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☒

See attached Certification

| | | COUNCIL ACTION | |
|---|--|-----------------|----------------|
| 
M.P. Jackson, Chief of Police
REQUESTING PARTY (TYPED) DATE: _____ | | FIRST READING: | FINAL READING: |
| 
BUDGET DEPARTMENT | | MOTION | MOTION |
| PURCHASING DEPARTMENT | | SECOND | SECOND |
| APPROVED: | | | |
| 
CITY ATTORNEY | | DATE | DATE |
| 
MAYOR | | DEFERRED: _____ | |

RESOLUTION NO. 2026- _____

A Resolution authorizing the Pasadena Police Department to apply for the Texas Department of Transportation STEP CMV grant in the amount of \$30,370.00 to conduct a commercial motor vehicle traffic enforcement program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the Police Department's commercial motor vehicle enforcement program.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit "A", between the State of Texas Department of Transportation and the City of Pasadena to conduct a commercial motor vehicle traffic enforcement program to be administered by the Pasadena Police Department. This is a continuation of the Police Department's commercial motor vehicle enforcement program.

SECTION 2. That the State will contribute the amount of Fifteen Thousand One Hundred Eighty-Five Dollars and 00/100 (\$15,185.00) and the City's contribution shall be the amount of Fifteen Thousand One Hundred Eighty-Five Dollars and 00/100 (\$15,185.00) for the total amount of Thirty Thousand Three Hundred Seventy Dollars (\$30,370.00). The cash match is paid for out of the Crime Control District Budget.

SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place

convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

City of Pasadena, TX
Grant Request Form



Purpose of Form:

Grant revenues are an important part of the City's overall resource picture, especially in funding capital improvements. Actively seeking out grant revenues that assist in achieving identified City goals and objectives play a key role in the City's overall financial health strategies.

The purpose of this form is to assist in ensuring that each grant application submitted by or on behalf of the City is aligned with an established City priority, meets the City's expectations of document quality, has matching funds available if required by grantor, and that the means for continuation of the project or program after the grant period ends has been given realistic consideration.

Directions for completing form:

The Grant Form and all supporting documents (grant information, Agenda Resolution, etc.) should be completed and routed to Budget - Attn: Compliance Officer **TWO WEEKS PRIOR** to the City Secretary's Agenda Deadline to allow for proper review and routing for placement on the City Council Agenda. Documents not submitted in a timely fashion will not be placed on the City's Agenda for approval by City Council. **Please be mindful of the Grantor's Application Deadline requirements.**

Definitions:

Federal, State and Local Governmental Grants all have a specific purpose and are subject to Single Audit and are reported in the Grant Management Funds.

Memorandum of Understanding (MOU) are where Joint Law Enforcement Operations are reimbursed for overtime by a federal department after the city carries out a public purpose described in the MOU. Even though these funds come from the federal government and are considered a reimbursement of operational expenditures, they are not a grant. These funds are not subject to Single Audit and are posted in a general fund revenue account.

Funds from a Non-Profit and Other Agencies are considered donations and/or gifts and are not part of this policy and are not subject to Single Audit and follow the City's standard Donation Procedures.

Private indicates a grant is being provided by a non-federal or non Not-for-Profit agency.

Anticipated Costs: this is the estimated amount that is required to complete the project for which the grant is being applied. Should the grant not cover the cost of the project, the department must determine if available funds are available from the City to cover the expense.

Should you have any questions concerning the type of grant you are applying for, please contact Michelle Wilson, Compliance Officer, at 713-475-7290 or email mwilson@pasadenatx.gov.

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.



City of Pasadena Grant Request Form

| | |
|---|-----------------------------|
| Requesting Department: Pasadena Police Department | Date: 11/25/25 |
| Contact Name: Paul Sinitiere | Contact Phone: 713-475-5539 |
| Contact E-mail: psinitiere@pasadenatx.gov | |
| Grantor/Funding Agency: State of Texas-TX DOT | Grant Amount: \$30,370.00 |

| | | | |
|--|---|--|--|
| Type of Grant (select): | Federal: ☐ | State: ☒ | Private Agency: ☐ |
| | MOU: ☐ | Pass-Through: ☐ | |
| Application submission deadline: | 01/16/2025 | | |
| Duration of Grant: | 10/01/2026-09/30/2027 | | |
| Anticipated Costs: | \$15,185.00 | | |
| Match Requirements: | Yes: ☒ No: ☐ | Amount/Percentage: \$15,185.00 / 50% | |
| If Matching required, are funds available? | Yes: ☒ No: ☐ | Fund #: 7003 | |
| Reporting Requirements: | Yes: ☒ No: ☐ | Type of Reporting: | Financial: ☒ Compliance: ☒ |
| Other departments impacted by use of Grant | Yes: ☐ No: ☒ | Specify Departments: | |
| CFDA # | | | |

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

This STEP Comprehensive grant is a matching grant for commercial motor vehicle traffic enforcement program to enhance public safety by increased enforcement.

Impact to Fiscal Year Budget:

| | | |
|--------------------------------------|---|-------------------|
| Additional Employees Required: | Yes: ☐ No: ☒ | # Required: |
| Total anticipated Salary Expense: | | |
| Total Anticipated Benefit Expense: | | |
| Contractual Services Required: | Yes: ☐ No: ☒ | Anticipated cost: |
| Materials/supplies anticipated cost: | | |

| | | |
|---------------------|--|-------------------|
| Requestor Signature | | Date: 11/25/25 |
| Approvals: | | |
| Budget Director: | | Date: 12/5/25 |
| Compliance Officer: | | Date: 12-5-2025 |
| Controller: | | Date: 05 DEC 2025 |

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

City of Pasadena Grant Benefits and Cost Analysis



| | |
|---|-----------------|
| Fund Source: | State of Texas |
| Grant Title: | TX DOT STEP CMV |
| Grant Application Due Date by Grantor: | Unknown |

Please answer each of the following questions to support the Grant Benefit and Cost Analysis.

- 1. What is the purpose of the grant and describe its consistency with the identified City goals and objectives:**
The purpose of this grant is for traffic enforcement by the commercial motor vehicle unit to enhance public safety by increased enforcement of laws.
- 2. Describe any additional staffing, office space, facilities, supplies, or equipment that will be required if the grant is awarded:**
None
- 3. Will there be any ongoing impacts of the grant program after is completed?:**
None
- 4. List the responsibilities of other departments (if any) and impacts on them in preparing the grant application or performing the scope of work if the grant is awarded:**
The City of Pasadena Controller's office will set up accounts for reimbursement.
- 5. Total program costs, including portion funded through grant revenues and any required City Contribution:**
The total grant is for \$30,37000 and requires a 50% match from the city in the amount of \$15,185.00
- 6. Source of funding for any required City Share:**
2027 Crime Control Budget
- 7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):**
Compliance will be handled by the supervisor of the Commercial Motor Vehicle Unit.

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

What's Next After Grant Application has been approved by the Grantor/Granting Agency:

Award Notification and Acceptance Procedure

1. All departments that receive a grant award shall date stamp, duplicate, and forward a copy of the award notification, the grant agreement or contract, and any memoranda of understanding to Compliance Officer within 2 days of receipt.
2. Awards granted to the City **must** be formally authorized by City Council.
 - a) The Project Manager shall prepare the Agenda request (ordinance) for City Council authorization for the Mayor to execute the Grant Agreement and related documents. **Please note:** The Controller's office and the Budget Department signatures are required on the ordinance prior to turning in to the City Secretary for placement on the agenda for Council approval.
 - b) The Department Director or Project Manager must ensure that the grant agreement or contract and all other necessary documents (i.e. Certification of funds if necessary) is attached to the Agenda request.
 - c) After the agenda request has been approved by City Council, all signatures from both the City and the Grantor must be obtained. The department must then provide an original of the fully executed (signed) grant agreement to the City Secretary and a copy to the Compliance Officer when the fully executed grant agreement is returned to the City by the grantor.
3. For a MOU, prepare a council agenda request (resolution) to accept reimbursement funds.

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: City of Pasadena Police Department

Legal Name: City of Pasadena

Payee Identification Number: 17460018462000

Project Title: STEP CMV

ID: 2027-PasadePD-S-CMV-00011

Period: 10/01/2026 to 09/30/2027

GENERAL INFORMATION

Project Title:STEP CMV

Project Description:Provide enhanced enforcement for commercial motor vehicles violating the Texas Traffic Code, focusing on Driving While Intoxicated (DWI), Occupant Protection (OP), Speed, Intersection Traffic Control (ITC) and Distracted Driving Violations (DD) and enforcement of Texas Traffic Code violations committed by passenger vehicles which cause CMVs to take evasive action and/or undertake hard-braking events.

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI: Driving While Intoxicated
2. OP: Occupant Protection (Safety Belt)
3. Speed: Speed Enforcement
4. OP: Occupant Protection (Safety Belt)
5. HMT: Hazardous Moving Traffic

To initiate a vehicle stop against a passenger vehicle on this project, the officer must identify probable cause from a limited number common causative factors in crashes involving CMVs, including but not limited to reckless driving, impeding and improper lane use.

XAgency agrees to enforce the above Program Elements as part of the Selective Traffic Enforcement Program.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

| | |
|----------------|---------------------------|
| Name | :M. P Jackson |
| Title | : Chief of Police |
| Address | :1201 DAVIS |
| City | :Pasadena |
| State | :Texas |
| Zip Code | :77506 |
| Phone Number | :7134771221 |
| Fax Number | : |
| E-mail address | :mpjackson@pasadenatx.gov |

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
 3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-316, 200.318-327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200, and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

City of Pasadena Police Department
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transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part

200.

- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 2 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 2 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | NONE |
| 4. When did the agency update its grant operating policies and procedures | 07/06/2022 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 4 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

SUBGRANTEE COMPLIANCE PAGE

1. Unique Entity Identifier: In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from System for Award Management (SAM or SAM.gov). The UEI is a 12-character, alpha-numeric value which can be obtained at <https://sam.gov/content/entity-registration>.

Agency UEI number is **LJNKC66VKKM5** with a Registration Expiration Date of **3/5/2026**

If UEI number is incorrect or if UEI is expiring before grant begin date, please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
here.[https://egrants.bts.txdot.gov/_Upload/1444001_344704-SAM\(UEI\).pdf](https://egrants.bts.txdot.gov/_Upload/1444001_344704-SAM(UEI).pdf)

X Agency confirms the UEI number is correct, certifies it is current and commits to annually maintain the registration

2. Agency financial year begins on **October** **and ends on** **September**

Yes

If No, please provide the correct financial year from to

3. Agency Legal Name to be printed on Grant Agreement is **City of Pasadena**

Yes

If No, please provide the correct legal name

4. Agency Payee Identification Number (PIN) is **17460018462000**

(please confirm with your finance department)

Yes

If No, please provide the correct number PIN

PIN is made up of 11-digit Texas Identification Number + 3-digit Mail Code

5. Single Audit Report

In accordance with 2 CFR 200 Subpart F—Audit Requirements and Single Audit Act, a subrecipient that expends \$1,000,000 or more in Federal awards during the subrecipient's fiscal year must have a single or program-specific audit conducted for that year.

If the federal expenditure threshold of \$1,000,000 or more is met during your entity's fiscal year, submit a Single Audit Report and applicable management responses to TxDOT's Compliance Division at 125 East 11th Street, Austin, TX 78701 or singleaudits@txdot.gov.

If federal expenditures are less than \$1,000,000 during your entity's fiscal year, submit a statement to TxDOT's Compliance Division at singleaudits@txdot.gov as follows: " did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

XAgree to comply with Single Audit Report

6. STEP Operating Policies and Procedures (Law Enforcement Agencies Only)

Law Enforcement Agencies must have established written STEP operating policies and procedures. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for STEP Operating Policies and Procedures requirements. Please upload the STEP Operating policy and procedures document:
https://egrants.bts.txdot.gov/_Upload/1444001_344699-2026policy-proceduresignature-policy.pdf

INTERNAL ETHICS AND COMPLIANCE PROGRAM CERTIFICATION

BACKGROUND

Title 43 of the Texas Administrative Code requires specific state and federal funds recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of 43 Texas Administrative Code §10.51. The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program

MINIMUM REQUIREMENTS SET FORTH IN TITLE 43 TEXAS ADMINISTRATIVE CODE §10.51:

1. High level personnel are responsible for oversight of compliance with the standards and procedures.
High level personnel shall be knowledgeable about the content and operation of the entity's internal ethics and compliance program and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.
2. Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities
The entity shall have a consistent process to vet the background of current and future employees in high level positions and those involved in the handling of financial and/or highly confidential information.
3. Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.
The entity shall ensure that employees and the governing board (if applicable) are made aware of all internal ethics and compliance policies, procedures, and practices by requiring them to participate in periodic ethics and compliance training. A record of those participating in training shall be kept.
4. Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents
The entity shall notify and require its partners doing business on its behalf to comply with the entity's internal ethics and compliance policies, procedures, and practices through written or verbal communication.
5. Ensure that reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected non-compliance without fear of retaliation
The entity shall have in place a reporting system, which may include mechanisms for anonymity or confidentiality, that allows employees, the governing board and entity agents to report suspected incidents of non-compliance without fear of retaliation.

The entity shall have an established process for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations.
6. Ensure consistent enforcement of compliance standards and procedures is administered through

City of Pasadena Police Department
STEP CMV

appropriate disciplinary mechanisms

The entity shall respond to incidents of non-compliance by following an established internal disciplinary process.

7. Ensure reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses

The entity shall have established protocols and processes for monitoring and responding to risk that could potentially result in violations.

The entity shall act appropriately to prevent similar conduct by implementing a plan remedying past noncompliance, preventing future non-compliance and making modifications as necessary to the entity's policies to ensure effective compliance.

8. Have in place a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment, conflicts of interest, personal use of the entity's property, and gifts honoraria

The entity shall adopt a code of conduct that, at a minimum, addresses each element of this requirement.

CERTIFICATION

Our agency would like to be eligible to receive state or federal funds from or through the Texas Department of Transportation.

To comply with the requirements set forth in the Texas Administrative Code, the entity certifies that:

1. the entity has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, and ethical standards;
2. the entity enforces employee compliance with its internal ethics and compliance program; and
3. the entity's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 Tex. Admin. Code §10.51.

Any other requirements by any state, federal, or local law, rule, regulation, ordinance or otherwise is not included in these requirements and it is the sole responsibility of the undersigned to comply with such laws. This is not intended to provide legal advice or representation to the undersigned.

The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program (43 Tex. Admin. Code §10.51(c)).

XAgency (Entity) agrees to comply with above requirements

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | M. P
Jackson |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | John Dombrowa |
| 4. Please provide their work email and telephone number. | jdombrowa@pasadenat |
| 5. What is the name of the person in charge of your department's official social media accounts? | Kelly Bowman |
| 6. Please provide their work email and telephone number. | kbowman@pasadenat |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 67 |
| 2. What is the latest estimated population of your service area? | 153350 |
| 3. How many sworn officer positions is your agency authorized? | 300 |
| 4. How many of those positions are currently filled? | 286 |
| 5. How many total calls for service did your agency log in the past 12 months? | 117762 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 2956 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 37138 |

BTS Program Area

City of Pasadena Police Department
STEP CMV

- | | |
|--|-----|
| 1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? | No |
| 2. Does your department have a traffic unit? | Yes |
| 3. Does your department have a DWI unit? | Yes |
| 4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? | Yes |
| 5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? | Yes |
| 6. Does your department have at least one data analyst? | Yes |
| 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? | Yes |
| 8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? | No |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 6
Texas Senate District 11

Texas House* Texas House of Representatives District 129
Texas House of Representatives District 130
Texas House of Representatives District 144
Texas House of Representatives District 145

GOALS AND STRATEGIES

- Goal:** To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"
- Increase public information and education on sharing the road with commercial motor vehicles (CMV).
- Strategies:**
- Increase public education and information campaigns regarding enforcement activities.
 - Increase and sustain high visibility enforcement of traffic safety-related laws.
- X Agency agrees to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.

[https://grants.bts.txdot.gov/_Upload/1444009_346613-2027CMVAllZones\(1-2\).pdf](https://grants.bts.txdot.gov/_Upload/1444009_346613-2027CMVAllZones(1-2).pdf)

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Baseline Year (12 months) **From 10/1/2024 to 9/30/2025**

| <u>Baseline Measure</u> | <u>Arrests/Citations</u> | <u>Written Warnings</u> | <u>KA Crashes</u> |
|-------------------------------------|---------------------------------|--------------------------------|--------------------------|
| Commercial Motor Vehicle (non STEP) | 201 | 0 | 2 |
| Other Elements (non STEP) | 10245 | 0 | |

If you have additional attachments, provide them on the "Attachments" page

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

| Objective/Performance Measure | Target Number |
|--|----------------------|
| Reduce the number of crashes that involve a CMV to | 1 |

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

ENFORCEMENT ZONES

Zone Name : FY 2027 CMV ZONE 1
Zone Description : SCARBOROUGH S/B FROM W/B SH 225 TO JACKSON, E/B TO RED BLUFF S/B TO THOMAS. THOMAS E/B TO PRESTON. PRESTON FROM FLAMBOROUGH TO SH 225. SH 225 FROM RAILROAD TO RED BLUFF TO TURNING CIRCLE/RICHEY TO SH 225 TO SCARBOROUGH
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1444015_346616-2027CMVZone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : FY 2027 CMV ZONE 2
Zone Description : BELTWAY 8 S/B FROM SAN AUGUSTINE TO PASADENA BLVD.
PASADENA BLVD W/B TO PRESTON. PRESTON S/B TO SPENCER.
SPENCER E/B TO RED BLUFF. RED BLUFF S/B TO BAY AREA BLVD. RED
BLUFF N/B TO SAN AUGUSTINE.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrantrts.bts.txdot.gov/_Upload/1444016_346616-2027CMVZone2.pdf
Additional Documentation :

City of Pasadena Police Department
STEP CMV

SALARIES AND FRINGE BENEFITS

| Law Enforcement Hours: 320 | | | | | | | | |
|--|--|----------------|--------------|-------------------|-------------------|-------------------|-------------|-----------------|
| | TxDOT
Hours | Match
Hours | Wage
Rate | TxDOT
Salaries | Match
Salaries | Total
Salaries | Fringe
% | Total
Fringe |
| A. Enforcement | | | | | | | | |
| Officers/Deputies: | 160 | 160 | \$86.000 | \$13,760.00 | \$13,760.00 | \$27,520.00 | % | \$0 |
| Sergeants: | | | \$0 | | | | % | \$0 |
| Lieutenants/Other: | | | \$0 | | | | % | \$0 |
| Non Enforcement (PI&E Activities & Administrative Duties) | | | | | | | | |
| Overtime Regular Time | | | | | | | | |
| Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked | | | | | | | | |
| Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award | | | | | | | | |
| SERGEANT-GATHER DARS CHECK FOR ACCURACY, WORK WITH PAYROLL COMPLETE AND SUBMIT MONTHLY PAPERWORK | 15 | 15 | \$95.000 | \$1,425.00 | \$1,425.00 | \$2,850.00 | % | \$0 |
| | | | \$0 | | | | % | \$0 |
| | | | \$0 | | | | % | \$0 |
| | | | \$0 | | | | % | \$0 |
| | | | \$0 | | | | % | \$0 |
| | | | \$0 | | | | % | \$0 |
| Total: | | | | \$15,185.00 | \$15,185.00 | \$30,370.00 | | \$0 |
| Category | TxDOT | % | | Match | | | % | Total |
| Salaries: | \$15,185.00 | 50.00% | | \$15,185.00 | | | 50.00% | \$30,370.00 |
| Fringe Benefits: | \$0 | 0.00% | | \$0 | | | 0.00% | \$0 |
| Breakdown of Fringe Percentages: | Details of regular time, if included in any of the above hours : | | | | | | | |

City of Pasadena Police Department
STEP CMV

Budget Summary

| Budget Category | | TxDOT | Match | Total |
|---|------------------------------|-------------|-------------|-------------|
| Category I - Labor Costs | | | | |
| (100) | Salaries | \$15,185.00 | \$15,185.00 | \$30,370.00 |
| (200) | Fringe Benefits | \$0 | \$0 | \$0 |
| | Category I Sub-Total | \$15,185.00 | \$15,185.00 | \$30,370.00 |
| Category II - Other Direct Costs | | | | |
| (300) | Travel | \$0 | \$0 | \$0 |
| (400) | Equipment | \$0 | \$0 | \$0 |
| (500) | Supplies | \$0 | \$0 | \$0 |
| (600) | Contractual Services | \$0 | \$0 | \$0 |
| (700) | Other Miscellaneous | \$0 | \$0 | \$0 |
| | Category II Sub-Total | \$0 | \$0 | \$0 |
| | Total Direct Costs | \$15,185.00 | \$15,185.00 | \$30,370.00 |
| Category III - Indirect Costs | | | | |
| (800) | Indirect Cost Rate | \$0 | \$0 | \$0 |
| Summary | | | | |
| | Total Labor Costs | \$15,185.00 | \$15,185.00 | \$30,370.00 |
| | Total Direct Costs | \$0 | \$0 | \$0 |
| | Total Indirect Costs | \$0 | \$0 | \$0 |
| | Grand Total | \$15,185.00 | \$15,185.00 | \$30,370.00 |
| | Fund Sources (Percent Share) | 50.00% | 50.00% | |

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso E NO: 2026-

CAPTION: A resolution for Pasadena Food Drive to accept an in kind donation from Chick-fil-A for the Pasadena Food Drive that was held on November 19, 2025.

RECOMMENDATIONS & JUSTIFICATION: A resolution for Volunteer Pasadena to accept an in kind donation in the amount of \$611.10 from Chick-fil-A for the Pasadena Food Drive that was held on November 19, 2025.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

REQUIRES APPROPRIATION: ☐

See attached Certification

| | | COUNCIL ACTION | |
|---|------------------------------------|-----------------|----------------|
| <u>Lupita Monreal</u>
REQUESTING PARTY | DATE: 12/10/2025
Lupita Monreal | FIRST READING: | FINAL READING: |
| BUDGET DEPARTMENT | | MOTION | MOTION |
| PURCHASING DEPARTMENT | | SECOND | SECOND |
| APPROVED: | | | |
| <u>CDR Brumlee</u>
CITY ATTORNEY | | DEFERRED: _____ | |
| <u>Thomas Schenker</u>
MAYOR | | | |

RESOLUTION NO. 2026-_____

A Resolution for Volunteer Pasadena to accept an in kind donation from Chick-fil-A for Chick-fil-A Sandwich meals for volunteers valued at \$611.10 for Pasadena Food Drive that was held on November 19, 2025.

WHEREAS, Chick-fil-A donated Chick-fil-A sandwich meals valued at \$611.10, for use by Volunteer Pasadena in connection with the Pasadena Food Drive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council, on behalf of the citizens of the City of Pasadena, hereby expresses its appreciation to Chick-fil-A and accepts a donation of Chick-fil-A sandwich meals valued at \$611.10 for use by Volunteer Pasadena in connection with the Pasadena Food Drive.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE ____ day of _____,

A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso F NO: 2026-

CAPTION:

A resolution authorizing and approving a public auction for the sale of abandoned and confiscated vehicles, as well as City department rolling stock and equipment.

RECOMMENDATIONS & JUSTIFICATION:

The City holds a Public Auction bimonthly to sell abandoned and confiscated vehicles, city department rolling stock, and heavy equipment. These auctions will be held on the following Saturdays for the year 2026: January 24, March 21, May 16, July 18, September 19, and November 21, beginning at 9:00 a.m., at the Fleet Maintenance Facility, located at 3124 Red Bluff Rd., Pasadena, TX 77503.

The auctioneer's fee schedule is 10% of the sale price for abandoned and confiscated vehicles, City rolling stock, and equipment. A 5% buyer's premium will be added to the final purchase price.

A list will be posted on the City's website and in the local newspaper at least 14 days prior to the sale, in accordance with State law.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

Council Districts Affected:

REQUIRES APPROPRIATION: ☐

See attached Certification

| | | COUNCIL ACTION | |
|--|--|----------------|----------------|
| DATE: 12/15/2025 | | | |
| REQUESTING PARTY (Edward Duron) | | FIRST READING: | FINAL READING: |
| | | | |
| BUDGET DEPARTMENT | | MOTION | MOTION |
| | | | |
| Karen Wallace
PURCHASING DEPARTMENT | | SECOND | SECOND |
| | | | |
| APPROVED: | | | |
| | | | |
| CAR
CITY ATTORNEY | | DATE | DATE |
| | | | |
| Thomas Schoenheit
MAYOR | | DEFERRED: | |

RESOLUTION NO. 2026-_____

A Resolution authorizing and approving a public auction for the sale of abandoned and confiscated vehicles and City Departments' rolling stock and equipment to be held on the following Saturdays in 2026: January 24, March 21, May 16, July 18, September 19 and November 21, beginning at 9:00 a.m. at the Fleet Maintenance Facility, 3124 Red Bluff Road, Pasadena, Texas, publication of the auction notices, authorizing the auctioneer's ten percent (10%) fee of the sale for abandoned and confiscated vehicles and City departments' rolling stock and equipment, and a five percent (5%) buyer's premium to be added to the final purchase price.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That a public auction shall be held for the sale of abandoned and confiscated vehicles and City departments' rolling stock and equipment to be held on the following Saturdays in 2026: January 24, March 21, May 16, July 18, September 19 and November 21, beginning at 9:00 a.m. at the Fleet Maintenance Facility, 3124 Red Bluff Road, Pasadena, Texas 77503.

SECTION 2. That facsimiles of lists of possible vehicles and equipment to be auctioned on the above stated dates shall be provided to Council at least one week prior to the auction date, and such lists shall also be posted on the City's website and in the local newspaper at least 14 days prior to the sale. Vehicles and equipment described therein shall be sold at such auctions at the highest prices obtainable and all such considerations received therefore shall be paid in cash, provided, however, that the City shall have the right to reject any bid.

SECTION 3. That notice of such auctions shall be given by publication of this Resolution in a newspaper of general circulation within the City of Pasadena, Texas.

SECTION 4. That John Eric Hebert dba Auctions by Bear, is hereby declared to be the Auctioneer for said auctions and shall be paid the total consideration of ten (10%) percent of the sale for abandoned and confiscated vehicles and City departments' rolling stock and equipment at such auctions.

SECTION 5. That a five percent (5%) buyer's premium will be added to the final purchase price.

SECTION 6. That the City Council hereby authorizes payment of other miscellaneous expenses resulting from holding of the auctions.

SECTION 7. That the Mayor and City Council will be provided with a list of all items to be sold at the Public Auction at least one week prior to the auction date and the list will also be posted on the City's website and in the local newspaper at least 14 days prior to the sale in accordance with State Law.

SECTION 8. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been

open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE ____ day of _____,
A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

AGENDA REQUEST

Reso G NO: 2026-

☐ ORDINANCE ☒ RESOLUTION

CAPTION: A resolution authorizing the Pasadena Parks and Recreation Department to accept a monetary donation from Odfjell to purchase twenty five 30 gallon trees valued at \$4,145.00 to be planted in Burke Crenshaw Park.

RECOMMENDATIONS & JUSTIFICATION: The monetary donation will be used to purchase twenty five 30 gallon trees to be planted in Burke Crenshaw Park.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☐
See attached Certification

COUNCIL ACTION

FIRST READING:

FINAL READING:

MOTION

MOTION

SECOND

SECOND

DATE

DATE

DEFERRED:

DATE: 12/16/25

Jason Ross

BUDGET DEPARTMENT

PURCHASING DEPARTMENT

APPROVED:

CITY ATTORNEY

MAYOR

RESOLUTION NO. 2026-_____

A Resolution accepting a monetary donation of \$4,145.00 from Odfjell USA Houston, Inc. for use by the Parks and Recreation Department to purchase twenty-five 30-gallon trees to be planted in Burke Crenshaw Park.

WHEREAS, Odfjell USA Houston, Inc. has made donation of \$4,145.00 for use by the Parks and Recreation Department to purchase twenty-five 30-gallon trees to be planted in Burke Crenshaw Park; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council, on behalf of the citizens of the City of Pasadena, hereby expresses its appreciation to Odfjell USA Houston, Inc. and accepts the \$4,145.00 donation for use by the Parks and Recreation Department to purchase trees for Burke Crenshaw Park.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed,

considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE ____ day of _____,
A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



QUOTE

City Of Pasadena
Attention: City of Pasadena Parks & Rec Dept
Jed Aplaca

Date
3 Dec 2025

Expiry
13 Dec 2025

Quote Number
QU-737

Reference
Per Jason Ross

High Branch, Inc.
3703 Fig Orchard Rd
HIGHLANDS TX
77562
UNITED STATES OF
AMERICA

30gal - ODFJELL

Parks & Recreation Dept.

| Description | Quantity | Unit Price | Amount USD |
|--|----------|------------|------------|
| 30 Gallon A - Wholesale
American Elm | 1.00 | 155.00 | 155.00 |
| 30 Gallon A - Wholesale
Winged Elm | 1.00 | 155.00 | 155.00 |
| 30 Gallon A - Wholesale
Southern Magnolia | 8.00 | 185.00 | 1,480.00 |
| 30 Gallon A - Wholesale
Red Maple, Drummond | 8.00 | 145.00 | 1,160.00 |
| 30 Gallon A - Wholesale
Live Oak | 1.00 | 145.00 | 145.00 |
| 30 Gallon A - Wholesale
Oak, Swamp Chestnut | 2.00 | 155.00 | 310.00 |
| 30 Gallon A - Wholesale
Sycamore, American | 2.00 | 145.00 | 290.00 |
| 30 Gallon A - Wholesale
Vitex, Chase Tree - on sale | 2.00 | 125.00 | 250.00 |
| Freight
Delivery and assistance unloading | 1.00 | 200.00 | 200.00 |

| | |
|-----------|----------|
| Subtotal | 4,145.00 |
| TOTAL TAX | 0.00 |
| <hr/> | |
| TOTAL USD | 4,145.00 |
| <hr/> | |

Terms

As defined

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso H NO: 2026-

CAPTION: A resolution to accept a monetary donation in the amount of \$100.00 from Rex Henry Owens and \$100.00 from Mary D Savage to be allotted to Volunteer Pasadena for Food Drive 2025.

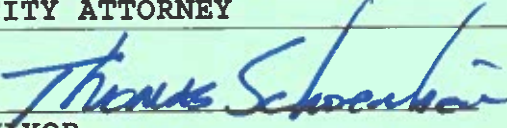
RECOMMENDATIONS & JUSTIFICATION: A resolution to accept a monetary donation in the amount of \$100.00 from Rex Henry Owens and \$100.00 from Mary D Savage to be allotted to Volunteer Pasadena for Food Drive 2025 with a total donation amount of \$200.00.
Acct - 006 - 24316.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

REQUIRES APPROPRIATION: ☐

See attached Certification

| | | COUNCIL ACTION | |
|--|--|----------------|----------------|
| 
DATE: 12/08/2025
REQUESTING PARTY Lupita Monreal | | FIRST READING: | FINAL READING: |
| | | | |
| BUDGET DEPARTMENT | | MOTION | MOTION |
| | | | |
| PURCHASING DEPARTMENT | | SECOND | SECOND |
| APPROVED: | | | |
| 
CITY ATTORNEY | | DEFERRED: | |
| 
MAYOR | | | |

RESOLUTION NO. 2026-_____

A Resolution accepting a monetary donation of \$100.00 from Rex Henry Owens and \$100.00 from Mary D Savage for use by Volunteer Pasadena in connection with the Pasadena Food Drive 2025.

WHEREAS, Rex Henry Owens and Mary D Savage have made donations of \$100.00 each, for use by Volunteer Pasadena in connection with Pasadena Food Drive 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council, on behalf of the citizens of the City of Pasadena, hereby expresses its appreciation to Rex Henry Owens and Mary D Savage and accepts the donations of \$100.00 each for use by Volunteer Pasadena in connection with Pasadena Food Drive 2025.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,

A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso I NO: 2026-

CAPTION: A resolution on behalf of the Pasadena Police Department to apply for the Texas Department of Transportation STEP Comprehensive Grant in the amount of \$200,180.00 to conduct a comprehensive vehicular enforcement program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the police departments comprehensive vehicular enforcement program.

RECOMMENDATIONS & JUSTIFICATION: This grant will be used to conduct comprehensive vehicular law enforcement programs to enhance public safety by increased enforcement of laws concerning speed, safety belt usage, intersection traffic control, and D.W.I. The State of Texas will pay 50% of the cost (\$100,090.00) and the City will match the other 50% (\$100,090.00). The cash match is paid for out of the Crime Control District Budget.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION: ☒

See attached Certification

COUNCIL ACTION

M.P. Jackson, Chief of Police
REQUESTING PARTY (TYPED) DATE:

FIRST READING:

FINAL READING:

Shay Womack

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

CAR Brumlee

CITY ATTORNEY

DATE

DATE

Thomas Schreiber

MAYOR

DEFERRED: _____

RESOLUTION NO. 2026- _____

A Resolution on behalf of the Pasadena Police Department to apply for the Texas Department of Transportation STEP Comprehensive Grant in the amount of \$200,180.00 to conduct a comprehensive vehicular enforcement program to be administered by the Pasadena Police Department for fiscal year 2027. This is a continuation of the Police Department's comprehensive vehicular enforcement program.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit "A", between the State of Texas Department of Transportation and the City of Pasadena to conduct a comprehensive vehicular traffic enforcement program to be administered by the Pasadena Police Department. This is a continuation of the Police Department's comprehensive vehicular enforcement program.

SECTION 2. That the State will contribute the amount of \$100,090.00 and the City's contribution shall be the amount of \$100,090.00 for the total amount of \$200,180.00. The cash match is paid for out of the Crime Control District Budget.

SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at

all times during which this resolution and subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

City of Pasadena, TX

Grant Request Form



Purpose of Form:

Grant revenues are an important part of the City's overall resource picture, especially in funding capital improvements. Actively seeking out grant revenues that assist in achieving identified City goals and objectives play a key role in the City's overall financial health strategies.

The purpose of this form is to assist in ensuring that each grant application submitted by or on behalf of the City is aligned with an established City priority, meets the City's expectations of document quality, has matching funds available if required by grantor, and that the means for continuation of the project or program after the grant period ends has been given realistic consideration.

Directions for completing form:

The Grant Form and **all** supporting documents (grant information, Agenda Resolution, etc.) should be completed and routed to Budget - Attn: Compliance Officer **TWO WEEKS PRIOR** to the City Secretary's Agenda Deadline to allow for proper review and routing for placement on the City Council Agenda. Documents not submitted in a timely fashion will not be placed on the City's Agenda for approval by City Council. **Please be mindful of the Grantor's Application Deadline requirements.**

Definitions:

Federal, State and Local Governmental Grants all have a specific purpose and are subject to Single Audit and are reported In the Grant Management Funds.

Memorandum of Understanding (MOU) are where Joint Law Enforcement Operations are reimbursed for overtime by a federal department after the city carries out a public purpose described in the MOU. Even though these funds come from the federal government and are considered a reimbursement of operational expenditures, they are not a grant. These funds are not subject to Single Audit and are posted in a general fund revenue account.

Funds from a Non-Profit and Other Agencies are considered donations and/or gifts and are not part of this policy and are not subject to Single Audit and follow the City's standard Donation Procedures.

Private indicates a grant is being provided by a non-federal or non Not-for-Profit agency.

Anticipated Costs: this is the estimated amount that is required to complete the project for which the grant is being applied. Should the grant not cover the cost of the project, the department must determine if available funds are available from the City to cover the expense.

Should you have any questions concerning the type of grant you are applying for, please contact Michelle Wilson, Compliance Officer, at 713-475-7290 or email mwilson@pasadenatx.gov.

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.



City of Pasadena Grant Request Form

| | |
|--|------------------------------------|
| Requesting Department: Pasadena Police Department | Date: 11/25/25 |
| Contact Name: Paul Sinitiere | Contact Phone: 713-475-5539 |
| Contact E-mail: psinitiere@pasadenatx.gov | |
| Grantor/Funding Agency: State of Texas-TX DOT | Grant Amount: \$200,180.00 |

| | | | |
|--|--|--|---|
| Type of Grant (select): | Federal: ☐ | State: ☒ | Private Agency: ☐ |
| | MOU: ☐ | Pass-Through: ☐ | |
| Application submission deadline: | Unknown | | |
| Duration of Grant: | 10/01/2026-09/30/2027 | | |
| Anticipated Costs: | \$100,090.00 | | |
| Match Requirements: | Yes: ☒ | No: ☐ | Amount/Percentage: \$100,090.00/50% |
| If Matching required, are funds available? | Yes: ☒ | No: ☐ | Fund #: 7003 |
| Reporting Requirements: | Yes: ☒ | No: ☐ | Type of Reporting: Financial: ☒ Compliance: ☒ |
| Other departments impacted by use of Grant | Yes: ☐ | No: ☒ | Specify Departments: |
| CFDA # | | | |

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

This STEP Comprehensive grant is a matching grant for commercial motor vehicle traffic enforcement program to enhance public safety by increased enforcement.

Impact to Fiscal Year Budget:

| | | | |
|--------------------------------------|-------------------------------|---|-------------------|
| Additional Employees Required: | Yes: ☐ | No: ☒ | # Required: |
| Total anticipated Salary Expense: | | | |
| Total Anticipated Benefit Expense: | | | |
| Contractual Services Required: | Yes: ☐ | No: ☒ | Anticipated cost: |
| Materials/supplies anticipated cost: | | | |

| | | |
|---------------------|--|--------------------------|
| Requestor Signature | | Date: 11/25/25 |
| Approvals: | | |
| Budget Director: | | Date: 12/5/25 |
| Compliance Officer: | | Date: 12-5-2025 |
| Controller: | | Date: 05 DEC 2025 |

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

City of Pasadena Grant Benefits and Cost Analysis



| | |
|---|---------------------------|
| Fund Source: | State of Texas |
| Grant Title: | TX DOT STEP Comprehensive |
| Grant Application Due Date by Grantor: | Unknown |

Please answer each of the following questions to support the Grant Benefit and Cost Analysis.

- 1. What is the purpose of the grant and describe its consistency with the identified City goals and objectives:**
The purpose of this grant is for traffic enforcement by the commercial motor vehicle unit to enhance public safety by increased enforcement of laws.
- 2. Describe any additional staffing, office space, facilities, supplies, or equipment that will be required if the grant is awarded:**
None
- 3. Will there be any ongoing impacts of the grant program after is completed?:**
None
- 4. List the responsibilities of other departments (if any) and impacts on them in preparing the grant application or performing the scope of work if the grant is awarded:**
The City of Pasadena Controller's office will set up accounts for reimbursement.
- 5. Total program costs, including portion funded through grant revenues and any required City Contribution:**
The total grant is for \$200,180.00 and requires a 50% match from the city in the amount of \$100,090.00
- 6. Source of funding for any required City Share:**
2027 Crime Control Budget
- 7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):**
Compliance will be handled by the supervisor of the Commercial Motor Vehicle Unit.

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

What's Next After Grant Application has been approved by the Grantor/Granting Agency:

Award Notification and Acceptance Procedure

1. All departments that receive a grant award shall date stamp, duplicate, and forward a copy of the award notification, the grant agreement or contract, and any memoranda of understanding to Compliance Officer within 2 days of receipt.
2. Awards granted to the City **must** be formally authorized by City Council.
 - a) The Project Manager shall prepare the Agenda request (ordinance) for City Council authorization for the Mayor to execute the Grant Agreement and related documents. **Please note:** The Controller's office and the Budget Department signatures are required on the ordinance prior to turning in to the City Secretary for placement on the agenda for Council approval.
 - b) The Department Director or Project Manager must ensure that the grant agreement or contract and all other necessary documents (i.e. Certification of funds if necessary) is attached to the Agenda request.
 - c) After the agenda request has been approved by City Council, all signatures from both the City and the Grantor must be obtained. The department must then provide an original of the fully executed (signed) grant agreement to the City Secretary and a copy to the Compliance Officer when the fully executed grant agreement is returned to the City by the grantor.
3. For a MOU, prepare a council agenda request (resolution) to accept reimbursement funds.

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: City of Pasadena Police Department

Legal Name: City of Pasadena

Payee Identification Number: 17460018462000

Project Title: STEP Comprehensive

ID: 2027-PasadePD-S-1YG-00024

Period: 10/01/2026 to 09/30/2027

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

| | |
|----------------|---------------------------|
| Name | :M. P Jackson |
| Title | : Chief of Police |
| Address | :1201 Davis |
| City | :Pasadena |
| State | :Texas |
| Zip Code | :77506 |
| Phone Number | :7134771221 |
| Fax Number | : |
| E-mail address | :mpjackson@pasadenatx.gov |

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
 3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-316, 200.318-327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

- B. **Nondiscrimination:** (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state, and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

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transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part

200.

- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year 2
2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year 2
3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None none
4. When did the agency update its grant operating policies and procedures 07/06/2022
5. Has your agency ever terminated a grant project prior to the grant year ending? No
6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) 18
7. Will the personnel working on this grant splitting time on multiple projects? Yes

SUBGRANTEE COMPLIANCE PAGE

1. Unique Entity Identifier: In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from System for Award Management (SAM or SAM.gov). The UEI is a 12-character, alpha-numeric value which can be obtained at <https://sam.gov/content/entity-registration>.

Agency UEI number is **LJNKC66VKKM5** with a Registration Expiration Date of **3/5/2026**
If UEI number is incorrect or if UEI is expiring before grant begin date, please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
here: [https://egrants.bts.txdot.gov/_Upload/1443802_344704-SAM\(UEI\).pdf](https://egrants.bts.txdot.gov/_Upload/1443802_344704-SAM(UEI).pdf)

X Agency confirms the UEI number is correct, certifies it is current and commits to annually maintain the registration

2. Agency financial year begins on **October and ends on **September****

Yes

If No, please provide the correct financial year from to

3. Agency Legal Name to be printed on Grant Agreement is **City of Pasadena**

Yes

If No, please provide the correct legal name

4. Agency Payee Identification Number (PIN) is **17460018462000**
(please confirm with your finance department)

Yes

If No, please provide the correct number PIN

PIN is made up of 11-digit Texas Identification Number + 3-digit Mail Code

5. Single Audit Report

In accordance with 2 CFR 200 Subpart F—Audit Requirements and Single Audit Act, a subrecipient that expends \$1,000,000 or more in Federal awards during the subrecipient's fiscal year must have a single or program-specific audit conducted for that year.

If the federal expenditure threshold of \$1,000,000 or more is met during your entity's fiscal year, submit a Single Audit Report and applicable management responses to TxDOT's Compliance Division at 125 East 11th Street, Austin, TX 78701 or singleaudits@txdot.gov.

If federal expenditures are less than \$1,000,000 during your entity's fiscal year, submit a statement to TxDOT's Compliance Division at singleaudits@txdot.gov as follows: " did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."
X Agree to comply with Single Audit Report

6. STEP Operating Policies and Procedures (Law Enforcement Agencies Only)

Law Enforcement Agencies must have established written STEP operating policies and procedures.

Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for STEP Operating Policies and Procedures requirements.

Please upload the STEP Operating policy and procedures document:

https://egrants.bts.txdot.gov/_Upload/1443802_344699-2026policy-proceduresignature-policy.pdf

INTERNAL ETHICS AND COMPLIANCE PROGRAM CERTIFICATION

BACKGROUND

Title 43 of the Texas Administrative Code requires specific state and federal funds recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of 43 Texas Administrative Code §10.51. The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program

MINIMUM REQUIREMENTS SET FORTH IN TITLE 43 TEXAS ADMINISTRATIVE CODE §10.51:

1. High level personnel are responsible for oversight of compliance with the standards and procedures.
High level personnel shall be knowledgeable about the content and operation of the entity's internal ethics and compliance program and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.
2. Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities
The entity shall have a consistent process to vet the background of current and future employees in high level positions and those involved in the handling of financial and/or highly confidential information.
3. Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.
The entity shall ensure that employees and the governing board (if applicable) are made aware of all internal ethics and compliance policies, procedures, and practices by requiring them to participate in periodic ethics and compliance training. A record of those participating in training shall be kept.
4. Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents
The entity shall notify and require its partners doing business on its behalf to comply with the entity's internal ethics and compliance policies, procedures, and practices through written or verbal communication.
5. Ensure that reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected non-compliance without fear of retaliation
The entity shall have in place a reporting system, which may include mechanisms for anonymity or confidentiality, that allows employees, the governing board and entity agents to report suspected incidents of non-compliance without fear of retaliation.

The entity shall have an established process for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations.
6. Ensure consistent enforcement of compliance standards and procedures is administered through

City of Pasadena Police Department
STEP Comprehensive

appropriate disciplinary mechanisms

The entity shall respond to incidents of non-compliance by following an established internal disciplinary process.

7. Ensure reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses

The entity shall have established protocols and processes for monitoring and responding to risk that could potentially result in violations.

The entity shall act appropriately to prevent similar conduct by implementing a plan remedying past noncompliance, preventing future non-compliance and making modifications as necessary to the entity's policies to ensure effective compliance.

8. Have in place a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment, conflicts of interest, personal use of the entity's property, and gifts honoraria

The entity shall adopt a code of conduct that, at a minimum, addresses each element of this requirement.

CERTIFICATION

Our agency would like to be eligible to receive state or federal funds from or through the Texas Department of Transportation.

To comply with the requirements set forth in the Texas Administrative Code, the entity certifies that:

1. the entity has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, and ethical standards;
2. the entity enforces employee compliance with its internal ethics and compliance program; and
3. the entity's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 Tex. Admin. Code §10.51.

Any other requirements by any state, federal, or local law, rule, regulation, ordinance or otherwise is not included in these requirements and it is the sole responsibility of the undersigned to comply with such laws. This is not intended to provide legal advice or representation to the undersigned.

The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program (43 Tex. Admin. Code §10.51(c)).

XAgency (Entity) agrees to comply with above requirements

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | M. P
Jackson |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | John Dombrowa |
| 4. Please provide their work email and telephone number. | jdombrowa@pasadenat |
| 5. What is the name of the person in charge of your department's official social media accounts? | Kelly Bowman |
| 6. Please provide their work email and telephone number. | kbowman@pasadenat |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 67 |
| 2. What is the latest estimated population of your service area? | 153350 |
| 3. How many sworn officer positions is your agency authorized? | 300 |
| 4. How many of those positions are currently filled? | 286 |
| 5. How many total calls for service did your agency log in the past 12 months? | 117762 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 2956 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 37138 |

BTS Program Area

City of Pasadena Police Department
STEP Comprehensive

- | | |
|--|-----|
| 1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? | No |
| 2. Does your department have a traffic unit? | Yes |
| 3. Does your department have a DWI unit? | Yes |
| 4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? | Yes |
| 5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? | Yes |
| 6. Does your department have at least one data analyst? | Yes |
| 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? | Yes |
| 8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? | No |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 6
Texas Senate District 11

Texas House* Texas House of Representatives District 129
Texas House of Representatives District 130
Texas House of Representatives District 144
Texas House of Representatives District 145

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. [https://egrants.bts.txdot.gov/_Upload/1443978_346620-2027CompAllZones\(1-5\).pdf](https://egrants.bts.txdot.gov/_Upload/1443978_346620-2027CompAllZones(1-5).pdf)

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written
Warnings (12 months)

From 10/1/2024 To 9/30/2025

| <u>Baseline Measure</u> | <u>Arrests/Citations</u> | <u>Written
Warnings</u> | <u>KA
Crashes</u> |
|------------------------------------|---------------------------------|------------------------------------|------------------------------|
| Driving Under Influence (DUI) | 374 | 0 | 6 |
| Speed | 12590 | 0 | 14 |
| Safety Belt | 134 | 0 | 13 |
| Child Safety Seat | 123 | 0 | |
| Intersection Traffic Control (ITC) | 5104 | 0 | 40 |
| Distracted Driving Citations | 0 | 0 | |
| Other Elements | 10245 | 0 | |

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

| Objective/Performance Measure | Target Number | Not Applicable |
|---|----------------------|-----------------------|
| Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to | 5 | |
| Reduce the number of Speed-related KA crashes to | 12 | |
| Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to | 12 | |
| Reduce the number of ITC-related KA crashes to | 35 | |

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : FY 2027 COMP ZONE 4

Zone Description : NORTH BORDER: SPENCER HWAY FORM BELTWAY 8 TO CNETER ST.
EAST BORDER: CENTER ST FROM SPENCER HWY TO RED BLUFF AND
SOUTH TO GENOA RED BLUFF. SOUTH BORDER: FAIRMONT FROM RED
BLUFF TO BELTWAY 8. WEST BORDER: BLETWAY 8 FROM FAIRMONT
TO SPENCER HWY.

Zone Hours : 24/7 Enforcement

Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1443990_346616-2027CompZone4.pdf

Additional Documentation :

ENFORCEMENT ZONES

Zone Name : FY 2027 COMP ZONE 5
Zone Description : FROM RED BLUFF/GENOA RED BLUFF SOUTH TO RED BLUFF/ BAY
AREA BLVD.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1443991_346616-2027CompZone5.pdf
**Additional
Documentation :**

ENFORCEMENT ZONES

Zone Name : FY 2027 COMP ZONHE 3

Zone Description : NORTH BORDER IS SPENCER HWY FROM BURKE TO BELTWAY 8. EAST BORDER FROM SPENCER HWY TO ORESTON. PRESTON FROM BELTWAY 8 TO FAIRMONT. FAIRMONT FROM PRESTON TO BURKE. BURKE FROM FAIRMONT TO SPENCER HWY.

Zone Hours : 24/7 Enforcement

Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1443987_346616-2027CompZone3.pdf

Additional Documentation :

ENFORCEMENT ZONES

Zone Name : FY2027 COMP ZONE 1
Zone Description : WEST BORDER IS SCARBOROUGH, SOUTH BORDER IS HARRIS TO REDBLUFF, NB RED BLUFF TO SH225 FROM RED BLUFF TO PRESTON. SH225 FROM PRESTON TO SCARBOROUGH. NORTH BORDER OF RED BLUFF NORTH OF SH225 AND RICHEY TO SH 225.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1443982_346616-2027CompZone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : FY2027 COMP ZONE 2
Zone Description : NORTH BORDERR; SH225 FROM PRESTON TO 4300 SH225. PRESTON TO THE WEIDE SIDE BORDER FROM SH 225 TO PASADENA BLVD. PASADENA BLVD IS SOUTH BORDER FROM PRESTON TO BELTWAY 8. BELTWAY 8 IS THE EAST SIDE BORDER FROM PASADENA BLVD TO SH225
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1443984_346616-2027CompZone2.pdf
Additional Documentation :

City of Pasadena Police Department
STEP Comprehensive

SALARIES AND FRINGE BENEFITS

| Law Enforcement Hours: 2340 | | | | | | | | |
|--|--|----------------|--------------|-------------------|-------------------|-------------------|--------------|-----------------|
| | TxDOT
Hours | Match
Hours | Wage
Rate | TxDOT
Salaries | Match
Salaries | Total
Salaries | Fringe
% | Total
Fringe |
| A. Enforcement | | | | | | | | |
| Officers/Deputies: | 1120 | 1120 | \$80.000 | \$89,600.00 | \$89,600.00 | \$179,200.00 | % | |
| Sergeants: | 50 | 50 | \$95.000 | \$4,750.00 | \$4,750.00 | \$9,500.00 | % | |
| Lieutenants/Other: | | | \$0 | | | | % | |
| Non Enforcement (PI&E Activities & Administrative Duties) | | | | | | | | |
| Overtime Regular Time | | | | | | | | |
| Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked | | | | | | | | |
| Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award | | | | | | | | |
| Sergeant-Gather Dar's (check of accuracy) work with payroll, complete and submit monthly paperwork | 40 | 40 | \$95.000 | \$3,800.00 | \$3,800.00 | \$7,600.00 | % | |
| Lieutenant_ oversee administration of grant and double check monthly paperwork. | 20 | 20 | \$97.000 | \$1,940.00 | \$1,940.00 | \$3,880.00 | % | |
| | | | \$0 | | | | % | |
| | | | \$0 | | | | % | |
| | | | \$0 | | | | % | |
| | | | \$0 | | | | % | |
| Total: | | | | \$100,090.00 | \$100,090.00 | \$200,180.00 | | |
| Category | TxDOT | % | | Match | | % | Total | |
| Salaries: | \$100,090.00 | 50.00% | | \$100,090.00 | | 50.00% | \$200,18 | |
| Fringe Benefits: | \$0 | 0.00% | | \$0 | | 0.00% | | |
| Breakdown of Fringe Percentages: | Details of regular time, if included in any of the above hours : | | | | | | | |

City of Pasadena Police Department
STEP Comprehensive

Budget Summary

| Budget Category | | TxDOT | Match | Total |
|---|------------------------------|--------------|--------------|--------------|
| Category I - Labor Costs | | | | |
| (100) | Salaries | \$100,090.00 | \$100,090.00 | \$200,180.00 |
| (200) | Fringe Benefits | \$0 | \$0 | \$0 |
| | Category I Sub-Total | \$100,090.00 | \$100,090.00 | \$200,180.00 |
| Category II - Other Direct Costs | | | | |
| (300) | Travel | \$0 | \$0 | \$0 |
| (400) | Equipment | \$0 | \$0 | \$0 |
| (500) | Supplies | \$0 | \$0 | \$0 |
| (600) | Contractual Services | \$0 | \$0 | \$0 |
| (700) | Other Miscellaneous | \$0 | \$0 | \$0 |
| | Category II Sub-Total | \$0 | \$0 | \$0 |
| Total Direct Costs | | \$100,090.00 | \$100,090.00 | \$200,180.00 |
| Category III - Indirect Costs | | | | |
| (800) | Indirect Cost Rate | \$0 | \$0 | \$0 |
| Summary | | | | |
| | Total Labor Costs | \$100,090.00 | \$100,090.00 | \$200,180.00 |
| | Total Direct Costs | \$0 | \$0 | \$0 |
| | Total Indirect Costs | \$0 | \$0 | \$0 |
| | Grand Total | \$100,090.00 | \$100,090.00 | \$200,180.00 |
| | Fund Sources (Percent Share) | 50.00% | 50.00% | |

1-6-26
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso J NO: 2026-

CAPTION: A RESOLUTION TO AMEND RESOLUTION NO. 2025-128 AUTHORIZING AND APPROVING THE 2025 ACTION PLAN SUBSTANTIAL AMENDMENT FOR THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

RECOMMENDATIONS & JUSTIFICATION: IN ACCORDANCE WITH 24 CFR 91.505, A JURISDICTION SHALL AMEND ITS APPROVED PLAN WHEN (1) CARRYING OUT AN ACTIVITY NOT PREVIOUSLY DESCRIBED IN THE ANNUAL ACTION PLAN, (2) TO CHANGE THE SCOPE OR BENEFICIARY DATA OF AN ACTIVITY PREVIOUSLY DESCRIBED IN THE ANNUAL ACTION PLAN AND (3) WHENEVER AN ACTIVITIES TOTAL DOLLAR AMOUNT ALLOCATED OR BUDGETED CHANGES BY MORE THAN TWENTY FIVE PERCENT (25%) FROM THE AMOUNT PREVIOUSLY DESCRIBED IN THE ANNUAL ACTION PLAN OR ITS MORE RECENT SUBSTANTIAL AMENDMENT.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: A, B, C, D, E, F, G, H

REQUIRES APPROPRIATION: ☐

See attached Certification

SARA ROGERS

Sara Rogers

COUNCIL ACTION

Community Development DATE: 12/17/2025
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Cheryl Brander

CITY ATTORNEY

DATE

DATE

Thomas Schoenher
MAYOR

DEFERRED:

A RESOLUTION TO AMEND RESOLUTION 2025-128 AUTHORIZING AND APPROVING THE 2025 ACTION PLAN SUBSTANTIAL AMENDMENT FOR THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is authorized to implement program regulations;

WHEREAS, according to the City's current Citizen Participation Plan (CPP), and as required by 24 CFR 91.505, criteria have been identified by the City which requires the proposed actions to be considered a Substantial Amendment;

WHEREAS, the Citizen Participation Process, as required by the City's CPP and 24 CFR 91.105, has been completed;

WHEREAS, Pasadena City Council approval of the 2025 Action Plan Substantial Amendment for federally funded programs and projects administered by the City of Pasadena is contingent upon written approval by HUD and/or any other authority with jurisdiction, of said plan(s);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PASADENA:

SECTION 1. That the reallocation of funds in the amount of Ninety Five Thousand Two Hundred and Eighty Dollars and 00/100 (\$95,280.00) from Account Nos. 068-CD137-8401 of CDBG funds will be reallocated within the 2025 Action Plan Substantial Amendment, contributing to Housing Rehabilitation Administration (\$8,280.00) and Emergency Shelter Operational Services (\$87,000.00), and is hereby authorized and approved.

SECTION 2. That in accordance with regulation 24 CFR 91.505, a jurisdiction shall amend its approved plan to (1) carry out an activity not previously described in the Annual Action Plan, (2)

change the scope or beneficiary data or an activity previously described in the Annual Action Plan and (3) whenever an activities total dollar amount allocated or budgeted changes by more than twenty five percent (25%) from the amount previously described in the Annual Action Plan or its more recent substantial amendment.

SECTION 3. That Resolution 2025-128 is hereby amended to conform to the amendment to the 2025 Action Plan Substantial Amendment set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 4. That the following City Officials are hereby designated as responsible officers for those applicable sections of the programs as cited below:

- a) Community Development Manager - To prepare and file said 2025 Action Plan Substantial Amendment, as well as provide such additional information and documentation as may be later required by HUD.
- b) City Controller or Assistant City Controller - To execute and file requisition of funds and act as authorized fiscal representative of the City.
- c) Director of Housing and Community Development - To prepare and execute those contracts as may be necessary in conjunction with the programs provided in the plan.

SECTION 5. That the Mayor of the City of Pasadena, TX is hereby designated as the authorized representative to enter into those necessary contracts with HUD and is hereby directed to execute the 2025 Action Plan Substantial Amendment and such certifications and assurances necessary to carry out the purposes of these programs.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ DAY OF _____, A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



COMMUNITY DEVELOPMENT DEPARTMENT

2025 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT

The City of Pasadena is proposing to make a substantial amendment to the approved 2025 Annual Action Plan based upon the criteria outlined within the City's Citizen Participation Plan and in accordance with 24 CFR 91.505. Proposed changes include the reallocation of \$95,280.00 in Program Year 2025 CDBG funds to *Housing Rehabilitation Administration* (\$8,280.00) and *Emergency Shelter Operational Services* (\$87,000.00). The proposed amendment includes (1) carrying out an activity not previously described in the 2025 Annual Action Plan, (2) a change to the scope and/or beneficiary data of an activity previously described in the 2025 Annual Action Plan, and (3) changing an activity total dollar amount allocated or budgeted by more than twenty-five percent (25%) from the amount previously described in the approved 2025 Annual Action Plan.

Revisions to 2025 Annual Action Plan are noted below and appear in **blue font** within the attachment document.

- 1) **AD-26 Administration** has been revised to include justification of proposed substantial amendment.
- 2) **AP-05 Executive Summary** has been revised to include summary of public comments for proposed substantial amendment.
- 3) **AP-12 Participation** has been revised to update Citizen Participation Outreach.
- 4) **AP-20 Annual Goals and Objectives** has been revised to include updated information for Goal 2 (Housing Rehabilitation), Goal 3 (Reduce Homelessness) and Goal 4 (Enhance quality of life through Public Services).
- 5) **AP-35 Projects** has been revised to update Project 1 from *Transportation RIDES Program* to *Emergency Shelter Operational Services*.
- 6) **AP-38 Project Summary** has been revised to update Project 1 from *Transportation RIDES Program* to *Emergency Shelter Operational Services* and update the funding amount for Project 4 (Housing Rehabilitation Administration).
- 7) **Appendix I** has been updated to include Citizen Participation summary for proposed substantial amendment.
- 8) **Appendix II** has been updated to include Resolution for proposed substantial amendment.



2025 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT



COMMUNITY DEVELOPMENT
Pasadena, Texas

1149 Ellsworth Dr, 5th Floor
Pasadena, TX 77506



AD-26 Administration

The City of Pasadena is proposing to make a substantial amendment to the approved 2025 Annual Action Plan based upon the criteria outlined within the City's Citizen Participation Plan and in accordance with 24 CFR 91.505. Proposed changes include the reallocation of \$95,280.00 in Program Year 2025 CDBG funds to *Housing Rehabilitation Administration* (\$8,280.00) and *Emergency Shelter Operational Services* (\$87,000.00). The proposed amendment includes (1) carrying out an activity not previously described in the 2025 Annual Action Plan, (2) a change to the scope and/or beneficiary data of an activity previously described in the 2025 Annual Action Plan, and (3) changing an activity total dollar amount allocated or budgeted by more than twenty-five percent (25%) from the amount previously described in the approved 2025 Annual Action Plan.

EXECUTIVE SUMMARY

AP-05 EXECUTIVE SUMMARY - 24 CFR 91.200(C), 91.220(B)

1. Introduction

The 2025 Annual Action Plan represents the third year of the 2023-2027 Consolidated Plan approved by the U.S. Department of Housing and Urban Development (HUD). This plan is the City of Pasadena Community Development Department's official application for HUD entitlement grants and proposes programs and services to be funded during the City's Fiscal Year (FY) 2026 Community Development Program Year (PY) 2025 (October 1, 2025 – September 30, 2026). There are two sources of federal program funds included within this application, as follows:

- Community Development Block Grant (CDBG), and
- HOME Investment Partnerships Program (HOME).

The City of Pasadena anticipates receiving \$2,149,624.46 in Program Year 2025 funds for use towards public facility improvements, community development services and affordable housing. For each of the five years of the Consolidated Plan, the City is required to prepare an Annual Action Plan to inform citizens and HUD of the City's intended actions during that particular year. At the end of each program year, the City must prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to provide information to HUD and citizens about that year's accomplishments towards achieving the goals and objectives identified for that year.

2. Summarize the objectives and outcomes identified in the Plan

The 2023-2027 Consolidated Plan and 2025 Annual Action Plan represent the City's ambition to improve the quality of life for residents, primarily in the low-income areas of Pasadena. As required by HUD, each

activity is linked to one of three federal program objectives: 1) decent housing, 2) suitable living environments, or 3) economic development. Each objective is matched with one of three outcomes: 1) availability/accessibility, 2) affordability, or 3) sustainability. Activities below have been separated into broad categories addressing priority needs identified within the body of this Consolidated Plan. Priority needs were determined based on the results of the Pasadena 2023-2027 Needs Assessment, discussions with stakeholders; and public service and housing program applicant agencies. Achieving these needs is dependent upon qualified agencies with the capacity to operate programs efficiently and within compliance of applicable federal regulations.

Decent Housing – The City will undertake the following activities with the purpose of conserving and improving the housing stock and providing housing opportunities to meet individual, family, and community housing needs:

- Develop and maintain an adequate supply of safe, sanitary and decent housing that are affordable and accessible to residents within low-income guidelines by providing housing rehabilitation and/or reconstruction services and homebuyer opportunities.
- Inspection for potential lead hazard for all houses which receive HUD funds for rehabilitation and households receiving rapid re-housing assistance and treatment of identified lead-based paint hazards.
- Identifying and reducing any barriers to fair housing choice and setting forth specific actions to affirmatively further fair housing choice.

Suitable Living Environments – The City will partially or fully fund several activities that benefit the community by improving the living environment through:

- Rehabilitate degrading infrastructure to improve mobility and reduce hazardous conditions for Pasadena residents.
- Reduce homelessness by providing supportive services through local shelters and non-profit agencies.
- Strengthen neighborhoods by investing in public service activities benefiting the community, including those with special needs.

Economic Opportunities – The City will undertake activities that expand economic opportunity for low-to moderate-income persons and businesses through:

- Continuing to diligently strive to meet all of the hiring, contracting and contractor education goals related to Section 3 requirements; and making Section 3 compliance a high priority in all contracts using federal funds.
- Responding to funding applications related to economic development, commercial revitalization, or job creation.

In order to address these needs, the City of Pasadena has developed goals and measurable outcomes in housing, reducing homelessness, public facility improvements and public services.

The City is committed to the proper implementation of a balanced Community Development Program that maximizes benefit to low-income persons both directly and through the improvements of their neighborhoods. By providing decent housing, suitable living environments and supportive services, the City of Pasadena intends to improve our low-income neighborhoods and provide our citizens with the needed resources to assist them in breaking both generational and circumstantial poverty.

3. Evaluation of past performance

Program Administration:

To ensure compliance, the City of Pasadena Community Development Department has implemented revisions in its policies and procedures and continues to diligently work to meet all deadline requirements for CDBG timeliness and HOME deadline compliance status.

Program Beneficiaries:

Beginning October 1, 2024, through May 2025 accomplishments in services and projects were as follows:

Public Services:

- Provided 299 new elderly and/or disabled clients with transportation service vouchers.

Public Facilities and Improvements:

- Continued construction on the Dabney Storm Infrastructure Project, anticipated to be completed in July 2025.

Homeless Services:

- Provided shelter to 187 unduplicated women and children, totaling 4,417 days of shelter.
- Provide 14 unduplicated victims of domestic violence with rental and/or utility assistance.

Affordable Housing:

- Completed construction of two (2) homes, thereby providing safe, sanitary and decent housing that is affordable and accessible to eligible residents within the low-income guidelines.
- Currently in the construction phase of one (1) home, anticipated to be completed in June 2025.

4. Summary of Citizen Participation Process and consultation process

The Community Development Department actively encourages community involvement and provides residents with opportunities to become involved in the development of the Consolidated Plan. Opportunities for citizen input are provided through the planning process through publications, postings, and public hearings. Public meetings are held in well-known locations with adequate space to

accommodate large residential groups, and are accessible to disabled persons. Every effort is made to ensure that there are no barriers to attendance. The public notices alert residents and provide contact information so that individuals may request special accommodations, such as interpreters for the deaf or non-English speakers. These measures help to ensure that the citizens of Pasadena, especially the residents of the affected areas, have opportunities to articulate their community development needs and preferences as they relate to CDBG and HOME program funding, participate in the development of program priorities and objectives, and have their questions addressed.

5. Summary of public comments

All comments received in regards to development and implementation of the 2025 Annual Action Plan will be reviewed and accepted by the Community Development Department. Copies of public notices and comments (if applicable) will be provided in Appendix I of this document. Appendix I incorporates comments received, if any, from the public hearings and the 30-day comment period that concluded on June 27, 2025.

[Appendix I has been amended to include comments received, if any, from the public hearing and the 30-day comment period that concluded on December 05, 2025.](#)

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received are reviewed and accepted by the Community Development Department.

7. Summary

The 2025 Annual Action Plan represents detailed activities for the third year of the 2023-2027 Consolidated Plan, and provides the City of Pasadena's vision for improving the quality of life in the low- to moderate-income areas of the City. The 2025 Annual Action Plan is based on elements of the Consolidated Plan that identify housing, homeless, community needs and resources, and further implements a strategy to address those needs.

The City of Pasadena Community Development Department strives to further address needs of the community by continuing to promote citizen participation, evaluating past performance and responding to past experience with improved efficiency.

The City of Pasadena agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

The City of Pasadena will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|--------------------|----------|-------------------|
| Lead Agency | Pasadena | |
| CDBG Administrator | | |
| HOME Administrator | | |

Table 1 – Responsible Agencies

Narrative

The City of Pasadena Community Development Department serves as the lead agency responsible for administering the programs covered by the 2025 Annual Action Plan, which includes:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)

Consolidated Plan Public Contact Information

For questions regarding the 2025 Annual Action Plan, please contact the Community Development Department at (713) 475-7294 or submit your comments to:

City of Pasadena, Community Development Department
1149 Ellsworth Dr., 5th Floor
Pasadena, TX 77506
CommDev@pasadenatx.gov

1. Introduction

The City of Pasadena coordinates and consults with public and private agencies throughout the development of its Action Plan. Partnerships with both public and private entities are crucial for the City of Pasadena to effectively service the community. To ensure the process is both comprehensive and inclusive, the Community Development Department is working with a number of city departments, the Pasadena Housing Authority, local non-profit agencies, and regional organizations.

The Community Development Department secures information from other city departments, private organizations and residents regarding existing conditions and strategies for addressing short-term and long-term community needs. The Community Development staff will continue to meet with and strategize with a variety of groups and agencies through the year to solicit input regarding the City's programs and to plan for future activities.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Pasadena Community Development Department works with city departments, the Pasadena Housing Authority, local non-profit agencies, regional organizations, and interested individuals to improve communication, consultation, and coordination. The Community Development Department maintains a mailing list of those interested in housing and community development issues.

Community Development staff provides information to interested groups and works with similar organizations in developing projects. Public and assisted housing providers include Pasadena Housing Authority, Habitat for Humanity, and Southeast Texas Housing Finance Corporation.

Pasadena also coordinates with surrounding jurisdictions and numerous service/housing providers on the Continuum of Care Steering Committee. This committee meets monthly to discuss strategies to end homelessness in the region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Coalition for the Homeless of Houston/Harris County serves as the lead agency for the Houston/Harris County/Fort Bend County Continuum of Care (CoC) structure. The Steering Committee uses recommendations from network and task groups to guide policy development for the CoC, including

funding and project prioritization. This structure was put in place to provide a more coordinated response to homelessness, where all funding in the region is targeted toward strategic solutions working to end homelessness throughout the region. The City of Pasadena Community Development Department works closely with the Continuum of Care (CoC) and the CoC Lead Agency, and holds a seat on the CoC Steering Committee. The City of Pasadena worked in collaboration as a CoC Steering Committee member in the update of The Way Home's Five-Year Community Plan (2021-2026) to help achieve a functional end to homelessness in the COC and, when not preventable, make homelessness a rare, brief and non-recurring experience.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pasadena Community Development Department (CDD) continues to work closely with the Continuum of Care (CoC), which is comprised of five local jurisdictions (City of Pasadena, City of Houston, Harris County, Fort Bend County, Montgomery County) and the Coalition for the Homeless of Houston/Harris County (Coalition). Representatives from each of these jurisdictions participate in meetings, referred to as the Public Funders Workgroup, a group within the CoC structure which ensures that all members of the CoC are targeting funding towards continuum-wide goals. This group assists in updating and maintaining standards for the provision of assistance and performance. These continuum-wide performance measures are used to evaluate performance and determine resource allocations based on data from HMIS. Agencies receiving funding from the CDD must receive verification of participation in this system as a threshold requirement for funding. In the CAPER, the CDD will evaluate and include information from HMIS about the outcome of projects and activities assisted with ESG funds when applicable.

In an effort to remain in compliance with the homeless participation requirement in 24 CFR 576.405(a), the City of Pasadena remains active within the Coalition for the Homeless and seeks guidance from the Consumer Representatives (previous homeless individuals) which currently hold a voting chair on the Steering Committee. The Community Development Department also makes every effort to attend all seminars and trainings that are provided by the Coalition for homelessness and homelessness prevention. The City of Pasadena requires ESG subrecipients to maintain a Board of Directors, where at least one position is held by a previously homeless individual.

The City did not receive Emergency Solutions Grants (ESG) funds to be administered during Program Year 2025.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

See Table 2 – Agencies, groups, organizations who participated.

Table 2 – Agencies, groups, organizations who participated

| | | |
|---|--|--|
| 1 | Agency/Group/Organization | Coalition for the Homeless of Houston/Harris County |
| | Agency/Group/Organization Type | Services-Homeless
Planning Organization |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically Homeless
Homeless Needs - Families with Children
Homelessness Needs - Veterans
Homelessness Needs - Unaccompanied Youth
Homelessness Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Community Development Department (CDD) attends and participates in Steering Committee meetings and the Public Funders Workgroup to address the needs of the homeless population and discuss funding priorities and program written standards. The CDD also seeks guidance from the Consumer Representatives (previously homeless individuals) that currently hold a voting chair on the Steering Committee. Coalition staff was consulted regarding the homeless sections of the Plan. |
| 2 | Agency/Group/Organization | City of Pasadena Compliance Group |
| | Agency/Group/Organization Type | Service-Fair Housing
Other Government - Local |
| | What section of the Plan was addressed by Consultation? | Other: Fair Housing Enforcement |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The City's Compliance Group was consulted regarding fair housing concerns and relevant issues faced by those with a fair housing complaint. They also provided data and feedback to inquiries on the types of complaints they are assisting within the City. |

| | | |
|---|--|--|
| 3 | Agency/Group/Organization | City of Pasadena Public Works Department |
| | Agency/Group/Organization Type | Agency – Managing Flood Prone Areas
Agency – Management of Public Land or Water Resources
Other Government – Local |
| | What section of the Plan was addressed by Consultation? | Other: Flooding, Public Land and/or Water Resources |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The CDD regularly consults with the Public Works Department (PW) to develop and implement projects related to improving drainage, maintaining the City's infrastructure and mobility, and delivering superior water and sanitation services. The CDD and PW are partnering on a drainage infrastructure project funded with CDBG that will alleviate area flooding in a low- and moderate-income area. |
| 4 | Agency/Group/Organization | Harris County Public Health and Environmental Services |
| | Agency/Group/Organization Type | Services-Health
Other Government - County |
| | What section of the Plan was addressed by Consultation? | Lead-based Paint Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The CDD was directed to the Harris County Public Health and Environmental Services - Lead Hazard Control Program webpage, regarding Harris County households with children affected by lead-based paint hazards and contamination. The CDD intends to further evaluate the age of housing stock and household composition to determine the need for lead-based paint strategies within Pasadena. |

| | | |
|---|--|--|
| 5 | Agency/Group/Organization | Harris County Resources for Children and Adults |
| | Agency/Group/Organization Type | <p>Other Government - County</p> <p>Other Government – Local</p> <p>Other Government – State</p> <p>Business and Civic Leaders</p> <p>Services – Children</p> <p>Services – Education</p> <p>Services – Health</p> <p>Services – Employment</p> <p>Health Agency</p> <p>Publicly Funded Institution/System of Care</p> |
| | What section of the Plan was addressed by Consultation? | Other: Health Services, Education Services, Social Services, Employment Services, Crime Intervention and Prevention |
| 6 | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The City consulted with many service providers at the Community Fair hosted by Harris County Resources for Children and Adults. Participating agencies and service providers include, but were not limited to: Social Security Office, Journey Through Life, Community Health Network, Pasadena ISD, Baker Ripley, Crimestoppers, North Pasadena Community Outreach, and Harris County Community Youth Services. The CDD intends to communicate future funding opportunities and planning initiatives with local and surrounding agencies to ensure all residents have access to information and available services. |
| | Agency/Group/Organization | Harris County - RIDES |
| | Agency/Group/Organization Type | Other Government - County
Regional Organization
Planning Organization |
| | What section of the Plan was addressed by Consultation? | Other: Metro-Wide Planning & Transportation Responsibilities |

| | | |
|---|--|--|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Harris County RIDES was consulted to provide information on the various transportation needs and obstacles facing Pasadena residents and how they can be improved within the Houston - Metro area. Harris County RIDES is a curb-to-curb subsidized transportation program designed for seniors, people with disabilities, and low-income residents. The City of Pasadena is currently a Partner Agency with Harris County RIDES and receives match funds for the RIDES Program funded under CDBG. |
| 7 | Agency/Group/Organization | Houston – Galveston Area Council |
| | Agency/Group/Organization Type | Housing
Services – Education
Services – Fair Housing
Regional Organization
Planning Organization |
| | What section of the Plan was addressed by Consultation? | Fair Housing Enforcement |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | CDD staff attended a training regarding Fair Housing for Local Governments hosted by the Houston-Galveston Area Council, in partnership with the Texas Association of Regional Councils. |
| 8 | Agency/Group/Organization | Madison Jobe Senior Center |
| | Agency/Group/Organization Type | Services-Elderly Persons
Services-Persons with Disabilities
Other Government – Local |
| | What section of the Plan was addressed by Consultation? | Other: Metro-Wide Planning & Transportation Responsibilities |

| | | |
|----|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Madison Jobe Senior Center was consulted to provide information on the various transportation needs for Pasadena residents, particularly elderly and disabled clients throughout the Pasadena area. |
| 9 | Agency/Group/Organization | Pasadena Housing Authority |
| | Agency/Group/Organization Type | Housing
PHA
Services – Housing
Other Government - Local |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment
Public Housing Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Pasadena Housing Authority was consulted to provide information on the needs of the Housing Choice Voucher (HCV) Program in the City of Pasadena, including the number of clients currently being provided rental assistance and the continuous goals of the Family Self-Sufficiency Program. |
| 10 | Agency/Group/Organization | Pasadena Office of Emergency Management |
| | Agency/Group/Organization Type | Agency - Managing Flood Prone Areas
Agency - Management of Public Land or Water Resources
Agency - Emergency Management
Other Government - Local
Planning organization |
| | What section of the Plan was addressed by Consultation? | Other: Emergency Management, Flood Management & Public Land and Water Resources |

| | | |
|----|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Consultation with Pasadena Office of Emergency Management (OEM) is ongoing throughout the year to stay informed on potentially hazardous situations involving weather, traffic, chemical or other emergencies. Pasadena OEM also provides training materials for flood information and preparedness, hurricane safety, and heat advisories. |
| 11 | Agency/Group/Organization | Pasadena Public Library |
| | Agency/Group/Organization Type | Services – Broadband Internet Service Providers
Services – Narrowing the Digital Divide
Other Government – Local |
| | What section of the Plan was addressed by Consultation? | Other: Broadband and Digital Divide Services |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Pasadena Public Library was consulted to discuss plans to address increased broadband and WiFi coverage of the libraries. Goals outlined with the Pasadena Public Libraries strategic plan include increased broadband speed, update outdoor access points and to provide each branch with a dedicated fiber line. |
| 12 | Agency/Group/Organization | Separation Systems Consultants, Inc. (SSCI) |
| | Agency/Group/Organization Type | Services-Health |
| | What section of the Plan was addressed by Consultation? | Lead-based Paint Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | SSCI was consulted to provide information, site assessments and remedial investigation and feasibility studies for households assisted under the CDD's Housing Rehabilitation Services Program. |

| | | |
|----|---|--|
| 13 | Agency/Group/Organization

Agency/Group/Organization Type | Southeast Regional Local Emergency Planning Committee

Services - Children
Services - Elderly Persons
Services - Persons with Disabilities
Services - Persons with HIV/AIDS
Services - Health
Services - Education
Services - Employment
Service - Fair Housing
Health Agency
Agency - Managing Flood Prone Areas
Agency - Management of Public Land or Water Resources
Agency - Emergency Management
Publicly Funded Institution/System of Care
Other government - State
Other government - County
Other government - Local
Planning Organization
Business and Civic Leaders |
| | What section of the Plan was addressed by Consultation? | Lead-based Paint Strategy
Safety & Training, Legal Services, Insurance Services, Public Health, Fair Housing |

| | | |
|----|---|---|
| | <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> | <p>CDD personnel consulted with many service providers at the 2025 Community Safety Fair & Hurricane Workshop hosted by Southeast Regional Local Emergency Planning Committee. Participating agencies and services providers include, but were not limited to Medicare Advantage Plans, Lone Star Legal Aid, The Salvation Army, American Red Cross, Pasadena Police Department, Houston Community College, The Harris Center for Mental Health and IDD, Harris County Public Health, Harris County Flood Control District, San Jacinto College, CenterPoint Energy, City of Pasadena Neighborhood Network, etc.</p> <p>The Community Development Department intends to communicate future funding opportunities and planning initiatives with local and surrounding agencies to ensure all residents have access to information and available services. At this event, the Community Development Department provided informational materials to all attendees, including Fair Housing brochures and grievance forms.</p> |
| 14 | Agency/Group/Organization | Tejano Center for Community Concerns |
| | Agency/Group/Organization Type | Services - Housing
Services – Education |
| | What section of the Plan was addressed by Consultation? | Other: Homebuyer Education |
| | <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> | <p>Tejano Center for Community Concerns was consulted to provide information on their affordable housing program that delivers a full range of Homebuyer Counseling and Education Services aimed at increasing homeownership opportunities for low- to moderate-income families.</p> |

| | | |
|----|--|---|
| 15 | Agency/Group/Organization | The Bridge Over Troubled Waters, Inc |
| | Agency/Group/Organization Type | Services-Children
Services-Persons with HIV/AIDS
Services-Victims of Domestic Violence
Services-Homeless
Services - Victims |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically Homeless
Homeless Needs - Families with Children
Homelessness Needs - Veterans
Homelessness Needs - Unaccompanied youth
Homelessness Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The CDD consults with The Bridge Over Troubled Waters in regard to the needs of homeless individuals and domestic violence victims within the community. The shelter provides services for emergency shelter and basic needs, crisis intervention, case management and support services, counseling services, childcare services, transportation services, job search and placement, and housing. |

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---------------------|---|---|
| Continuum of Care | Coalition for the Homeless of Houston/Harris County | The City of Pasadena, to the best effort, aligns the priorities of the City's homeless strategies with the Continuum-wide priorities for homelessness and participates in The Way Home collaborative model to prevent and end homelessness. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|--|---|---|
| City of Pasadena's Capital Improvement Plan (CIP) | City of Pasadena Budget Department | Both the CIP and the Annual Action Plan address the infrastructure needs of Pasadena. |
| City of Pasadena's Annual PHA Plan | City of Pasadena Housing Department | The City's PHA Plan provides details about agency operations and goals. Both the Housing Department and Community Development Department aim to increase the availability and supply of affordable housing, improve the quality of life for residents, promote economic improvements/vitality, promote self-sufficiency and asset development of low-income families and affirmative furthering fair housing throughout Pasadena. |
| 2023 Analysis of Impediments to Fair Housing Choice (AI) | City of Pasadena Community Development Department | The goals of Pasadena's Annual Action Plan work to address the impediments identified in the analysis and overcome them through selected projects and funding. The 2023 AI was finalized June 10, 2023. |

Table 3 – Other local / regional / federal planning efforts

Narrative

The City of Pasadena Community Development Department continuously works to improve coordination with various public, private, and non-profit groups in the Pasadena community to address the community's priority needs, especially those of targeted low-income persons and special needs populations. The City strives to partner with public and private agencies to ensure funding priorities are in line with current community development goals, and continues to enhance coordination among housing and service providers to better serve the community.

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City's Citizen Participation Plan (CPP) establishes a means by which residents, public agencies and other interested parties can actively participate in the development of documents related to the consolidated planning process and sets forth the policies and procedures for citizen participation. Using the CPP as a guide, the City aggressively solicited community involvement and provided residents with every opportunity to become involved in the development of the 2025 Annual Action Plan.

All public hearings and meetings are held in well-known locations which are accessible to all residents and adequate space is provided to accommodate large groups. The meeting places are accessible to disabled persons and every effort is made to ensure that there are no barriers to attendance. The public notices alert residents and provide contact information so that individuals may request special accommodations, such as interpreters for the deaf or non-English speakers. These measures help to ensure that the citizens of Pasadena, especially the residents of the affected areas, have opportunities to articulate their community development needs and preferences about the CDBG and HOME Programs, participate in the development of priorities and objectives, and have their questions addressed. Each year the City conducts a minimum of two public hearings at different planning stages within the program year to provide opportunities for citizens to participate in an advisory role in the planning, implementation and assessment of programs administered through the City's Community Development Department. Residents are also provided a 30-day public comment period to ask questions or provide input on draft plans, priorities and funding allocations.

During the development of the 2025 Annual Action Plan, the City made efforts to broaden citizen participation by conducting public hearings and/or meetings both in person and simultaneously on virtual platforms. Additionally, information regarding all public hearings was posted to the City webpage to broaden community awareness.

Appendix I has been amended to include citizen participation efforts and comments received, if any, from the public hearing and 30-day comment period that concluded on December 05, 2025.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|------------------|---|--|------------------------------|--|---------------------|
| 1 | Newspaper Ad | Non-English Speaking - Specify other language: Spanish

Persons with disabilities

Non-targeted/broad community | Public Notices were posted in the Pasadena Citizen for two Citizen Review Hearings, Notice of Funding and the Proposed 2025 Action Plan.

Public Notice was posted in the Pasadena Citizen for a Citizen Review Public Hearing for the proposed 2025 Annual Action Plan Substantial Amendment. | N/A | N/A | N/A |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|------------------|---|---|------------------------------|--|---------------------|
| 2 | Public Hearing | Non-English Speaking - Specify other language: Spanish
Persons with disabilities
Non-targeted/broad community | January 23, 2025 - no attendees.
May 1, 2025 - no attendees.
June 19, 2025 - no attendees.
December 4, 2025 – no attendees | N/A | N/A | N/A |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--|---|--|--|---------------------|
| 3 | Public Meeting | <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> | <p>The Community Development Department hosted a Q&A meeting on March 6, 2025 for individuals needing assistance with the 2025 Application Workshop materials- there were 4 outside participants. Public Notices were posted on the City of Pasadena's Webpage for: Citizen Review Hearings, Public Hearings, Public Meetings, as well as the Notice of Funding and the Proposed 2025 Action Plan. All were made available simultaneously via Zoom.</p> | <p>The Q&A meeting held on March 6, 2025 for individuals needing assistance with the 2025 Application Workshop materials - participants asked general questions about applications, no comments were received.</p> | N/A | N/A |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|-------------------|---|---|------------------------------|--|---|
| 4 | Internet Outreach | Non-English Speaking - Specify other language: Spanish

Persons with disabilities

Non-targeted/broad community | Public Notices were posted on the City of Pasadena's Webpage for: Citizen Review Hearings, Public Hearings, Public Meetings, as well as the Notice of Funding and the Proposed 2025 Action Plan. All were made available simultaneously via Zoom.

Public Notice was posted on the City of Pasadena's Webpage for Citizen Review Public Hearing for the proposed 2025 Annual Action Plan Substantial Amendment. Hearing was made available simultaneously via Zoom. | N/A | N/A | https://www.pasadenatx.gov/196/Community-Development |

Table 4 – Citizen Participation Outreach

Annual Action Plan
2025

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.220(C)(1,2)

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Introduction

The City of Pasadena (the City) is an entitlement jurisdiction that receives federal funds annually through the U.S. Department of Housing and Urban Development including Community Development Block Grant (CDBG) Funds and HOME Investment Partnerships Program (HOME) Funds. Through the use of federal, state and local funds the City plans to carry out the objectives set forth in the 2023 – 2027 Consolidated Plan.

Entitlement grant resources totaling \$2,149,624.46 are estimated for the next fiscal year (October 1, 2025 through September 30, 2026) to address obstacles to meet underserved needs, foster decent housing, support public services and improve public facilities, while enhancing the coordination between public and private agencies. The results of these activities will be reported in the Consolidated Annual Performance and Evaluation Report (CAPER), to be published in December 2026.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|-----------|---|--|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| CDBG | public - federal | Acquisition
Admin and Planning
Economic Development
Housing
Public Improvements
Public Services | 1,630,927 | 0 | 0 | 1,630,927 | 3,445,820 | The CDBG allocation for Program Year 2025 is anticipated in the amount of \$1,630,927. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|------------|---|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| HOME | public - federal | Acquisition Homebuyer assistance
Homeowner rehab
Multifamily rental new construction
Multifamily rental rehab
New construction for ownership
TBRA | 518,697.46 | 0 | 0 | 518,697.46 | 1,372,750.54 | The HOME allocation for Program Year 2025 is anticipated in the amount of \$518,697.46. |
| ESG | public - federal | Conversion and rehab for transitional housing
Financial Assistance
Overnight shelter
Rapid re-housing (rental assistance)
Rental Assistance Services
Transitional housing | 0 | 0 | 0 | 0 | 0 | The City did not receive ESG funding for Program Year 2025. |

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant (CDBG) funds will leverage City General Fund, Bond Fund dollars and/or private sources for any of the following: infrastructure, revitalization, park and public facilities projects.

HOME Investment Partnerships (HOME) Program partners are required to provide matching contributions of \$0.25 for every \$1.00 of funding expended. This is usually achieved through volunteer hours worked, donation of funds, supplies and equipment.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

N/A

Annual Goals and Objectives

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AP-20 ANNUAL GOALS AND OBJECTIVES

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|---|------------|----------|-----------------------------------|----------------------------|-----------------------------|---|--|
| 1 | Infrastructure Improvements | 2023 | 2027 | Non-Housing Community Development | CDBG Low/Mod Income Tracts | Infrastructure Improvements | CDBG: \$1,091,749.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1310 Persons Assisted |
| 2 | Housing Rehabilitation | 2023 | 2027 | Affordable Housing | Citywide | Affordable Housing | CDBG: \$40,637.60
HOME: \$389,023.09 | Homeowner Housing Rehabilitated: 3 Household Housing Unit |
| 3 | Reduce Homelessness | 2023 | 2027 | Homeless | Citywide | Homeless Needs | CDBG: \$172,355.00 | Homeless Person Overnight Shelter: 130 Persons Assisted |
| 4 | Enhance quality of life through Public Services | 2023 | 2027 | Non-Housing Community Development | Citywide | Public Service Needs | CDBG: \$0.00 | Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted |
| 5 | Tenant Based Rental Assistance | 2023 | 2027 | Affordable Housing | Citywide | Affordable Housing | HOME: \$0.00 | Other: 0 Other |
| 6 | Homeownership | 2023 | 2027 | Affordable Housing | Citywide | Affordable Housing | HOME: \$77,804.62 | Homeowner Housing Added: 0 Household Housing Unit |

Table 6 – Goals Summary

Goal Descriptions

| | | |
|----------|-------------------------|--|
| 1 | Goal Name | Infrastructure Improvements |
| | Goal Description | Infrastructure/Public Facility Improvements include street replacement, sidewalk repairs and waterline replacement services to increase mobility and reduce hazardous conditions for Pasadena residents. Additional projects will include construction/rehabilitation to public facilities to better the overall community welfare. Need is based upon the evaluation of service improvements within the CDBG target areas. |
| 2 | Goal Name | Housing Rehabilitation |
| | Goal Description | Housing Rehabilitation provides minor to moderate rehabilitation of homes owned and occupied by low to moderate income residents of Pasadena. If rehabilitation needs are too excessive, the City will provide demolition and reconstruction of single – family homes owned and occupied by low to moderate income residents of Pasadena. If applicable, lead based paint assessment and abatement, is also required for all housing rehabilitation activities. Prospective applicants may contact the City of Pasadena's Community Development Department to obtain information about assistance provided by the HOME Program. The HOME Program waiting list is opened periodically to receive applications for assistance based on the City's receipt of HOME funding allocations. Prior to opening the waiting list, the Community Development Department will notify the public by means of a public notice, social media, flyers, mail outs to community residents, and on the City of Pasadena website. Assistance shall be provided on a first come, first serve basis. |
| 3 | Goal Name | Reduce Homelessness |
| | Goal Description | The Homelessness goal supports the broad range of homeless prevention and street outreach activities, critically homeless, rapid re-housing, domestic violence victims and assistance with childcare and employment searches and training. Funding will support essential needs and operational costs of the local shelters of Pasadena. |
| 4 | Goal Name | Enhance quality of life through Public Services |
| | Goal Description | The City will support and coordinate with various public service activities that will expand or make public services more accessible to low and moderate-income or special needs persons. |

| | | |
|----------|-------------------------|---|
| 5 | Goal Name | Tenant Based Rental Assistance |
| | Goal Description | This goal will not correspond with a project in IDIS; however, HOME administration funding will be used to carry out this goal through continued support for the City of Pasadena Housing Choice Voucher (HCV) Program that enables participants of the City's HCV Program to lease an affordable rental unit. Households are selected from the City of Pasadena Public Housing Authority (PHA) Section 8 waiting list, using the PHA preference criteria outlined within the City of Pasadena HCV Program Administration Plan. |
| 6 | Goal Name | Homeownership |
| | Goal Description | Homebuyer programs may be offered to assist low- to moderate-income homebuyers with down payment and closing cost assistance to transition low-to moderate-income families from renter status to homeownership. Homeownership counseling courses are provided for these activities through the subrecipient agencies. Construction of new, quality and affordable single family detached homes is also a goal. |

PROJECTS

AP-35 PROJECTS – 91.220(D)

Introduction

Below is a summary of eligible projects that will take place during the program year that address a portion of the City's priority needs. Specific objectives are detailed in the individual project descriptions below. The Community Development Department captures the accomplishments of its activities and projects through a reporting process which requires City Departments and partner agencies to report on the beneficiaries of HUD-funded activities.

Projects

| # | Project Name |
|---|--|
| 1 | Emergency Shelter Operational Services |
| 2 | Sarah's House Operational Services |
| 3 | Ellaine Paving & Drainage Improvements Project |
| 4 | Housing Rehabilitation Administration |
| 5 | CDBG Program Administration |
| 6 | HOME Program Administration |
| 7 | Housing Rehabilitation Services Program |
| 8 | CHDO Housing Set Aside |

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocated priorities were based upon the City of Pasadena's approved 2023-2027 Five Year Consolidated Plan which was constructed with input from public service agencies, residents of Pasadena, and city departments. It was determined that a high priority level should be assigned to Infrastructure/Public Facility Improvements, Housing Rehabilitation, Reducing Homelessness, Enhancing quality of life through Public Services, Tenant Based Rental Assistance and Homeownership. The reasons for allocation priorities and obstacles include the following:

- The primary obstacle to meeting underserved needs is limited availability of federal and local funding. The needs of the community are greater than the available local and federal funds.
- The degradation of street infrastructure has produced hazardous conditions and the absence of sufficient public facilities has caused a decline to community welfare.
- The lack of a public transportation system places elderly and/or disabled Pasadena residents at-

risk of maintaining a healthy and independent lifestyle.

- The aging of residential units and increased numbers of under-resourced residents in conjunction with a lack of public housing leads to a limited housing stock available to low-to-moderate income residents.
- Additionally, the City has a high demand to find qualified agencies with the capacity to operate programs efficiently and within compliance of applicable federal regulations.

The Community Development Department has the primary responsibility for the administration, planning, organizing and monitoring of the City's Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program. In addition, Community Development is responsible for implementing required procedures to ensure City compliance with specific U.S. Department of Housing and Urban Development (HUD) and other federal regulations.

The City is proposing an amendment to reallocate \$95,280.00 in 2025 CDBG funds to Project No. 1 – Emergency Shelter Operational Services (\$87,000.00) and Project No. 4 – Housing Rehabilitation Administration (\$8,280.00).

AP-38 PROJECT SUMMARY

Project Summary Information

| | | |
|---|--|---|
| 1 | Project Name | Emergency Shelter Operational Services |
| | Target Area | Citywide |
| | Goals Supported | Reduce Homelessness |
| | Needs Addressed | Homeless Needs |
| | Funding | CDBG: \$87,000.00 |
| | Description | Emergency Shelter will assist homeless women, children and victims of domestic violence and sexual abuse. Through case management, multiple services are provided to each homeless individual or family upon entry into the program to assess further needs, such as child care, transportation, counseling and support groups, legal aid, medical services and education services to promote self-sufficiency. |
| | Target Date | 9/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | An estimated 70 homeless clients will receive assistance under Emergency Shelter Operational Services. |
| | Location Description | Emergency Shelter for Victims of Domestic Violence |
| | Planned Activities | CDBG funds in the amount of \$87,000.00 will provide financial support to a local emergency shelter by assisting with costs related to shelter operations and essential services. |
| 2 | Project Name | Sarah's House Operational Services |
| | Target Area | Citywide |
| | Goals Supported | Reduce Homelessness |
| | Needs Addressed | Homeless Needs |
| | Funding | CDBG: \$85,355.00 |
| | Description | Sarah's House will provide Homeless Shelter Services to assist homeless women and children within the Pasadena area transition from homelessness to independent living. |
| | Target Date | 9/30/2026 |

| | | |
|---|--|--|
| | Estimate the number and type of families that will benefit from the proposed activities | An estimated 60 unduplicated clients will benefit from the Homeless Shelter Services. Homeless women and homeless women with children will benefit from these services. |
| | Location Description | Sarah's House is located at 711 Perla Road, Pasadena, Texas 77502. |
| | Planned Activities | CDBG funds in the amount of \$85,355.00 will be utilized to support staff costs directly related to the administration of the Homeless Shelter Services. Funds will also pay for the operational costs associated with the homeless shelter. |
| 3 | Project Name | Ellaine Ave. Paving & Drainage Improvements Project |
| | Target Area | CDBG Low/Mod Income Tracts |
| | Goals Supported | Infrastructure Improvements |
| | Needs Addressed | Infrastructure Improvements |
| | Funding | CDBG: \$1,091,749.00 |
| | Description | The Ellaine Ave. Paving and Drainage Improvements Project will assist 1,310 Pasadena residents by improving mobility, drainage conditions and reduce overall hazardous conditions. The service area will include census tracts 322100-1. |
| | Target Date | 9/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | The areas served by the Ellaine Ave. Paving and Drainage Improvements Project included low-to moderate income individuals, who's living conditions will be improved by increased mobility, better drainage conditions, and the overall reduction of hazardous conditions. Approximately 1,310 persons will benefit from this activity. Goal Outcome Indicator beneficiary data derives from Census Tract Information 322100-1. |
| | Location Description | Construction oversight will be provided by the City of Pasadena Public Works Department, located at 1149 Ellsworth Drive, Pasadena, Texas 77506. Project includes replacing existing concrete street along Ellaine Ave. from Main Street to Wafer Street and extending the existing storm sewer with storm curb inlets to alleviate area flooding. |

| | | |
|---|--|--|
| | Planned Activities | The Ellaine Ave. Paving and Drainage Improvements Project includes replacing the existing concrete street along Ellaine Ave. from Main Street to Wafer Street with 8-inch-thick reinforced concrete pavement for a distance of approximately 1,300 feet. The existing storm sewer will be extended with storm curb inlets to alleviate area flooding. The existing sidewalks will be replaced on both sides with new 5-foot-wide ADA concrete sidewalks and driveways will be replaced to current standards. The existing utility manholes located in the pavement will be adjusted to grade during pavement construction with any necessary repair work to sanitary sewer system. The water and sewer will be adjusted where appropriate. Amount funded includes \$1,091,749.00 CDBG funds. |
| 4 | Project Name | Housing Rehabilitation Administration |
| | Target Area | Citywide |
| | Goals Supported | Housing Rehabilitation |
| | Needs Addressed | Affordable Housing |
| | Funding | CDBG: \$40,637.60 |
| | Description | Housing Rehabilitation Program Administration will support administration, inspection and management costs necessary to administer the Housing Rehabilitation Services Program activities as needed. |
| | Target Date | 09/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | It is anticipated that a minimum of three eligible households will be assisted. |
| | Location Description | The City of Pasadena Community Development Department will administer the Housing Rehabilitation Services Program. The Community Development Department is located in Pasadena City Hall: 1149 Ellsworth Drive, Pasadena, Texas 77506. |
| | Planned Activities | Housing Rehabilitation Program Administration will support administration inspection, and management costs necessary to administer the Housing Rehabilitation Services activities as needed. Amount funded includes \$40,637.60 CDBG funds. |
| 5 | Project Name | CDBG Program Administration |
| | Target Area | Citywide |

| | | |
|---|--|---|
| | Goals Supported | Infrastructure Improvements
Housing Rehabilitation
Reduce Homelessness
Enhance quality of life through Public Services
Homeownership |
| | Needs Addressed | Infrastructure Improvements
Affordable Housing
Homeless Needs
Public Service Needs |
| | Funding | CDBG: \$326,185.40 |
| | Description | The Community Development Department has the primary responsibility for the administration, planning, organizing and monitoring of the City's Community Development Block Grant (CDBG) Program. In addition, the Community Development Department is responsible for implementing required procedures to ensure City compliance with specific U.S. Department of Housing and Urban Development (HUD) and other federal regulations. |
| | Target Date | 9/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | Administration will serve all programs and projects. |
| | Location Description | The Community Development Department is located in Pasadena City Hall: 1149 Ellsworth Drive, Pasadena, Texas 77506. |
| | Planned Activities | CDBG funds will be used to support full time staff and administrative costs associated with the monitoring and oversight of the CDBG program including contracting, compliance, grant management, monitoring and fiscal related activities. Program administration costs are limited to 20% of the Program Year 2025 CDBG allocation. Amount funded includes \$326,185.40 CDBG funds. |
| 6 | Project Name | HOME Program Administration |
| | Target Area | Citywide |
| | Goals Supported | Housing Rehabilitation
Tenant Based Rental Assistance
Homeownership |
| | Needs Addressed | Affordable Housing |

| | | |
|----------|--|--|
| | Funding | HOME: \$51,869.75 |
| | Description | The Community Development Department has the primary responsibility for planning, organizing, monitoring and administering the City's HOME Investment Partnerships (HOME) Program activities. In addition, the Community Development Department is responsible for developing and implementing required procedures to ensure City compliance with specific U.S. Department of Housing and Urban Development (HUD) and other federal regulations. |
| | Target Date | 9/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | Administration will serve all programs and projects. |
| | Location Description | The Community Development Department is located in Pasadena City Hall: 1149 Ellsworth Drive, Pasadena, Texas 77506. |
| | Planned Activities | HOME funds will be used to support full time staff and administrative costs associated with the monitoring and oversight of the HOME program including contracting, compliance, grant management, monitoring and fiscal related activities. Program administration costs are limited to 10% of the Program Year 2025 HOME allocation. Amount funded includes \$51,869.75 HOME funds. |
| 7 | Project Name | Housing Rehabilitation Services Program |
| | Target Area | Citywide |
| | Goals Supported | Housing Rehabilitation |
| | Needs Addressed | Affordable Housing |
| | Funding | HOME: \$389,023.09 |

| | | |
|---|--|---|
| | Description | Housing rehabilitation will be provided to income-eligible households that own and occupy a single-family home within the City of Pasadena. If rehabilitation is not considered cost reasonable, the City may offer to provide demolition and reconstruction of the existing single-family home. Participation in the demolition and reconstruction process is on a voluntary basis of the homeowner. In addition, an environmental review, lead-based paint assessment, and a historical preservation consultation is required for all housing rehabilitation projects. Temporary relocation and storage are provided, as necessary, to participants of the Housing Rehabilitation Services Program. The City as the Participating Jurisdiction, does not anticipate limiting beneficiaries through preferences, rather the City will rely on assisting clients through the determination of income-eligibility. |
| | Target Date | 9/30/2026 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimated number of income-eligible households to be served is three. |
| | Location Description | The Housing Rehabilitation Services Program will be administered directly by the City of Pasadena Community Development Department, located at:
City of Pasadena City Hall
1149 Ellsworth Drive, 5th Floor
Pasadena, TX 77506
(713) 475-7294
CommDev@pasadenatx.gov |
| | Planned Activities | It is planned to assist at least three eligible households with rehabilitation services. Households must be income-eligible, single-family and owner-occupied. Rehabilitation may consist of minor or moderate repairs; depending on the severity of the home's condition, cost reasonableness, demolition and reconstruction of the existing home may be proposed. Amount funded includes \$389,023.09 HOME funds. |
| 8 | Project Name | CHDO Housing Set Aside |
| | Target Area | Citywide |
| | Goals Supported | Homeownership |
| | Needs Addressed | Affordable Housing |
| | Funding | HOME: \$77,804.62 |

| | |
|--|---|
| Description | The City is currently in the process of identifying and certifying a Community Housing Development Organization (CHDO) Project. Activity will commence after selection and certification has been completed and is finalized. |
| Target Date | 9/30/2026 |
| Estimate the number and type of families that will benefit from the proposed activities | Estimated number of program-eligible households to be assisted will be determined upon identifying and certifying a CHDO Project. |
| Location Description | Not applicable. |
| Planned Activities | The City has set-aside funds in the amount of 15% of the annual HOME Program allocation, \$77,804.62, for a CHDO project. |

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Generally, the CDBG and HOME programs benefit the entire City of Pasadena in accordance with program requirements of each grant.

The CDBG Low/Mod Income Target Area includes all of the concentrated low-income census tracts within the Pasadena City limits. Approximately 67% (\$1,091,749) of the anticipated CDBG funds will be utilized to benefit this geographic area. Projects and programs that are counted in the calculation for the percentage of funds include the Ellaine Ave. Paving and Drainage Improvements Project. The remainder of funds will be utilized to benefit client-based activities that are available to any income-eligible resident of Pasadena, regardless of whether they reside within a low-income census tract.

The boundaries of the geographic area coincide with the boundaries of the census tracts which have been identified through examination of the U.S. Census Data and the American Community Survey 2016 -2020 information as having median incomes below 80 percent of the area median income, see the City of Pasadena, Texas LMI Census Block Groups Maps in Appendix III for reference.

The majority of the target area is residential with a mix of commercial properties and parts of the target area are located adjacent to refineries. Area-based CDBG projects are allocated geographically within the target areas delineated in the target area map, while beneficiary-based projects are allocated city-wide.

At this time the City is not requesting approval of a Neighborhood Revitalization Strategy Area.

Geographic Distribution

| Target Area | Percentage of Funds |
|----------------------------|---------------------|
| CDBG Low/Mod Income Tracts | 67 |
| Citywide | 11 |

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Pasadena does not allocate investments geographically. Under the area benefit criteria, public facility/improvement projects must benefit all residents of an area where at least 51 percent of the residents are low- to moderate-income. During Program Year 2025, one public facility improvement project will be funded through CDBG within Census Tract 322100, Block Group 1. Please refer to City of Pasadena, Texas LMI Census Block Groups Maps in Appendix III, with census tracts and block group

numbers, and the associated chart with related data.

All public service and housing activities are Citywide and provide assistance to low-income clients within Pasadena.

Discussion

The City of Pasadena is committed to ensuring equitable distribution of services and funding to families in need across the city. Specific target areas have been identified where 51% or more of the population is of low-to-moderate income (LMI) and where revitalization efforts are necessary. Funding allocation is guided by the priorities set forth in the 2023-2027 Consolidated Plan and the proposals submitted through the City's annual application process. All initiatives supported by the 2023-2027 Consolidated Plan and the 2025 Action Plan aim to enhance the quality of life for Pasadena's low-to-moderate income residents.

AFFORDABLE HOUSING

AP-55 AFFORDABLE HOUSING – 91.220(G)

Introduction

Affordable housing activities undertaken by the City of Pasadena will primarily address the needs of non-homeless and special needs households. Various programs will provide these households with new units or rehabilitated units. The City's affordable housing goals and projects are detailed below.

| One Year Goals for the Number of Households to be Supported | |
|---|----------|
| Homeless | 0 |
| Non-Homeless | 3 |
| Special-Needs | 0 |
| Total | 3 |

Table 9 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|---|----------|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 3 |
| Acquisition of Existing Units | 0 |
| Total | 3 |

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will strive to utilize both funding sources to best provide affordable housing opportunities throughout the community. Funds provided by CDBG will support affordable housing with Housing Rehabilitation Program Administration. The HOME Program will support affordable housing by providing housing rehabilitation and/or reconstruction services and homebuyer opportunities to eligible low-income households.

Introduction

The City of Pasadena strives to ensure that all residents have decent and affordable housing. This goal is facilitated through the Pasadena Housing Department's Housing Choice Voucher (HCV) Program (TX440).

Actions planned during the next year to address the needs to public housing

The City of Pasadena's Housing Program is a voucher program only PHA. The City of Pasadena does not own nor does it administer a Public Housing Program. However, for the Housing Choice Voucher Program, the City of Pasadena plans to continue to assist and administer the allocated 1,094 voucher participants with their rental assistance within the Housing Choice Voucher HUD requirements, in accordance with 24 CFR 982, during the next year while maintaining a High Performer PHA Rating with the U.S. Department of Housing and Urban Development (HUD) in the Section Eight Management Assessment Program (SEMAP) report in management of the program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Pasadena does not own, nor does it administer a Public Housing Program for residents. However, the City of Pasadena encourages families to achieve self-sufficiency and homeownership through the Family Self-Sufficiency Program, available to current Housing Choice Voucher Program participants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable.

Discussion

While the City of Pasadena does not administer a Public Housing Program, eligible residents are provided housing vouchers through the Housing Choice Voucher Program. The goal of this program is to promote participants to achieve self-sufficiency and obtain homeownership.

Introduction

The City upholds a strong partnership with the Coalition for the Homeless Houston/Harris County and with other members of the Houston/Harris County Continuum of Care (CoC), known as The Way Home, to align priorities and funding to address the needs of residents experiencing or at-risk of homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Pasadena does not currently fund Street Outreach through the Emergency Solutions Grants (ESG) Program. However, homeless service providers within the area network with mainstream resources including, but not limited to, medical facilities, financial institutions, housing providers, law enforcement, childcare facilities and education systems, to help spread awareness and assess needs of homeless individuals.

In addition, the City supports efforts of the Coalition of the Homeless Houston/Harris County and the Houston/Harris County Continuum of Care (CoC) in their outreach and assessment efforts for homeless persons in its community by participating in meetings. The Coalition for the Homeless coordinates the annual “PIT Count” on behalf of the local homeless response system, The Way Home. This annual count and survey helps to identify homelessness trends over time and gives insight into the effectiveness of our community’s housing programs and homeless services. Additionally, the CoC Steering Committee has two positions held by people with lived experience to obtain input from current and formerly homeless individuals and families.

Furthermore, the CoC created a Coordinated Access System (also known as Coordinated Entry) for entry into the homeless response system that prioritizes assistance based on severity of need that results in a coordinated referral process to appropriate service interventions.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pasadena plans to provide support to local emergency shelters to assist homeless women, children and victims of domestic violence and sexual abuse. Through case management, multiple services are provided to each homeless individual or family upon entry into the program to assess further needs, such as child care, transportation, counseling and support groups, legal aid, medical services, housing, and

education services to promote self-sufficiency.

The City of Pasadena has two emergency shelters, Sarah's House and The Bridge Over Troubled Waters, located within the city limits.

Sarah's House provides shelter assistance for a capacity of 25 women and children in a dormitory setting. The focus of the program is to provide emergency shelter housing focusing on stabilizing the individual and/or family. Once stabilized, Sarah's House provides case management, job search and placement, referral and childcare services.

The Bridge Over Troubled Waters has a 100-bed emergency shelter (25 beds are used as Transitional Housing) for women and children experiencing domestic violence. The shelter has assistance for emergency crisis clients and provides emergency shelter, meals, clothing, personal necessities, counseling services, childcare services, transportation services, job search and placement; also provides public service for domestic violence prevention. The Bridge Over Troubled Waters has 66 units of permanent housing (30 units at The Bridge Over Troubled Waters operated apartment complex, Destiny Village, and 36 units located in apartment complexes within the community) are available for adult victims of domestic violence and/or sexual assault with a documented disability and at least one child in their care. The permanent housing program provides subsidized rent on a sliding scale, on-site children's services and counseling services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During Program Year 2025, funds will not be expended on activities to facilitate homeless individuals and families transition to permanent housing, however the City will continue to support the needs of local agencies that provide transitional housing services to homeless individuals.

Additionally, the City of Pasadena Housing Program provides tenant-based voucher rental assistance to 1,094 participating families in the Housing Choice Voucher Program (HCV) and administers the Family Self-Sufficiency (FSS) Program for three (3) of the Housing Choice Voucher Program participant families. The City of Pasadena Housing Program currently has a total 3,135 applicants on its Housing Choice Voucher Program Waiting List providing a local preference for U.S. Military Veterans residing in Pasadena.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster

care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Although the City does not directly fund these services, the City plans to provide continued support to local emergency shelters who collaborate with many community partners to ensure high-quality, cost-effective services are available for clients including partners associated with law enforcement, health services, mental health services, child and family services, legal services, employment assistance and mainstream resources.

As part of the planning process for community-wide coordination of ESG and CoC funding process implementation, the Coalition is collaborating with local ESG recipients. The Way Home CoC will continue to analyze mainstream system data to understand involvement of people experiencing homeless in public systems before they fell into homelessness. Then, the CoC can use that information to help those systems understand how they are contributing to homelessness and to advocate that they better plan for and engage people who are likely to fall into homelessness upon leaving.

Discussion

The City will continue to build an even stronger partnership with the Coalition for the Homeless and other ESG grantees within the Continuum to develop community wide strategies to end and prevent homelessness throughout the community. The City's priorities will continue to evolve and align with the continuum-wide goals to address priority needs.

Introduction:

Based on research conducted during the development of the Analysis of Impediments to Fair Housing Choice (AI), the City of Pasadena believes the most significant barriers to affordable housing in Pasadena to be:

- Limited Incentives for Lower Cost Housing
- Barriers For People with Disabilities
- No Land Use Zoning
- High Number of Households with Severe Housing Problems
- Large Number of Housing Cost Burdened Households
- Above Average Amount of Crowding
- Reductions in Federal Financial Assistance
- Shortage of Housing Vouchers
- Inadequate Staffing for Housing Rehabilitation Program
- Large Homeless Population
- Declining Housing Affordability

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Research conducted during the development of the AI highlighted some of the following problems related to public policies:

The City of Pasadena does not have zoning. Therefore, the City does not have a zoning map. Land use development in Pasadena is governed by local codes, ordinances, and deed restrictions where applicable. Although the City has reviewed subdivision regulations to identify barriers to affordable housing, without zoning, the City's mixed land uses create unique challenges and reduce affordable housing opportunities. A review of the City's codes has found many inconsistencies within each other and with state statutes making it more difficult to address affordable housing challenges.

The Community Development Department will advocate for revisions to local ordinances that negatively impact affordable housing and residential investment and provide necessary City staff with recommendations made under the AI.

Discussion:

The City of Pasadena has developed specific goals and objectives to address the housing needs of low-

income populations within the City's jurisdiction. These housing goals are aimed at creating the opportunity for adequate, affordable, accessible housing for low-income households through the elimination of lead-based paint hazards, encouragement of homeownership, minor home repairs, and rehabilitation of single-family dwellings, provisions of rental assistance, new construction and development of partnerships.

Introduction:

The following describes the planned actions or strategies that the City of Pasadena will pursue in the next year to:

- Address underserved needs
- Foster and maintain affordable housing
- Evaluate and reduce lead-based paint hazards
- Reduce the number of poverty-level families
- Develop institutional structure
- Enhance coordination

Actions planned to address obstacles to meeting underserved needs

The underserved population includes low- to moderate-income (LMI) households that have a member that is elderly, disabled, is a child, has a disability, or has a medical condition that limits the quality of life. Underserved persons also include individuals experiencing homelessness or victims of domestic violence. Characteristics of the underserved population may include households with fixed incomes, unemployment or underemployment, residing in aging housing stock, language barriers, and physical limitations to access necessary services.

To address obstacles to meeting underserved needs, the Community Development Department will leverage resources by partnering with housing and service organizations to provide permanent supportive housing assistance to homeless individuals. Additionally, the City has adopted the Section 3 Plan to promote employment and contract opportunities to low-income residents and Section 504 Rehabilitation Act of 1973 and Americans with Disability Act (ADA) Accessibility Policy to protect individuals with disabilities against discrimination. The City's Compliance Group facilitates training and monitors routinely for contractual compliance to ensure that contracts are adhering to Section 3 guidelines to provide job training and employment and contract opportunities to low-income residents. This Group will also enforce the Davis Bacon Act to ensure contractors and subcontractors pay prevailing wage rates to employees. The Community Development Department will prioritize housing and services to those in need including populations with special needs.

The Community Development Department is continuously advertising services to the underserved. Translated material is available to persons with limited English proficiency, to assist non-English speaking residents to become aware of programming and services available. Various methods of outreach are being explored to promote community involvement and enhanced communication with residents who have a

disability or underserved need.

Actions planned to foster and maintain affordable housing

The City of Pasadena plans to foster and maintain affordable housing by providing housing rehabilitation services and developing or rehabilitating affordable housing for homebuyer opportunities.

Pasadena has implemented a range of public policies that encourage affordable housing opportunities through a variety of programs. A few key policies and programs which are most relevant and beneficial to support the expansion of affordable and fair housing in Pasadena include an Anti-NIMBYism Plan, Language Access Plan, Accessibility Policy and Flood Plain Management Plan.

Actions planned to reduce lead-based paint hazards

The City continues to take actions to ensure that all housing programs meet the lead-based paint and disclosure provisions required under Title X. Plans to address lead-based paint hazards include:

- Continued distribution of the "*Protect Your Family from Lead in Your Home*" pamphlet to program participants and interested parties;
- Continued inspection for potential lead hazard for all houses which receive HUD funds for rehabilitation and households receiving rapid re-housing assistance;
- Continued treatment of identified lead-based paint hazards;
- Consults with the Harris County Department of Public Health, Environmental Public Health Division on a quarterly basis to request the names and addresses of all children under the age of six who may have been affected and have Environmental Intervention Blood Lead Levels (EIBLL);
- Training and certification for staff supervising work on projects which require lead-based paint reduction activities; and,
- Enforcement of requirements for lead-based paint inspections by firms performing risk assessments for the City of Pasadena to include a copy of certification to perform risk assessments, copies of risk assessor's state/EPA certification license, copy of analytical laboratory EPA recognition, and copy of risk assessment firm's radiation safety license or registration.

The City will expand its efforts in the current reporting period by more widely publicizing and distributing the "Protect Your Family from Lead in Your Home" pamphlet in English and Spanish to landlords, realtors, lenders and health care providers based in Pasadena.

Actions planned to reduce the number of poverty-level families

In efforts to address and reduce the number of poverty-level families, the City coordinates with other City departments, local businesses, service providers, and surrounding jurisdictions. By collaborating with local agencies, additional resources may be secured and duplicated efforts may be reduced. To assist families

achieve financial stability, the City of Pasadena Housing Department administers the Family Self-Sufficiency Program to current HCV residents and previous public service activities administered by CDBG have increased literacy and marketability of participants.

In addition, the Section 3 Plan adopted by the City will assist in creating economic opportunities. The plan allows preferences to Section 3 Workers, Targeted Section 3 Workers and Section 3 Business Concerns, thereby creating contract opportunities for businesses comprised of low-income residents. As the community is educated regarding Section 3, potential contractors, businesses and low-income residents can access available opportunities to reduce poverty in their household.

Lastly, the City will support economic development and neighborhood redevelopment programs through City general funds to create job opportunities to low and moderate income and poverty-level families, support small business retention, expansion and recruitment through the Pasadena Economic Development Corporation (EDC). Strategies to meet goals noted with the Pasadena EDC Strategic Plan include:

- Expanding awareness of the Pasadena EDC and Pasadena Chamber of Commerce collaboration on the Business Retention and Expansion Program initiated in 2021;
- Ensuring Pasadena ISD Career and Technical High School and San Jacinto College Continuing and Professional Development Program have the capacity and resources to offer training and certifications in all target areas;
- Taking an active role in regional workforce development and training initiatives;
- Collaborating with San Jacinto College and the University of Houston – Clear Lake to enhance recruitment and retention of higher education students and young professionals; and
- Developing new incentives focused on retaining and expanding existing Pasadena employers.

Actions planned to develop institutional structure

The City's current structure highlights commitment to ensuring that all functions perform in a concerted manner to guarantee an efficient and effective use of public and private resources with maximum output in the form of accomplishments. Underlying this effort is the recognized need to maintain a high level of coordination on projects involving other City departments and/or outside agencies. Additionally, the Community Development Department will continue to address gaps and improve institutional structure by promoting training related to Fair Housing, Section 3 and Davis Bacon Labor Standards. Increased coordination with surrounding jurisdictions such as the City of Houston, Harris County, Brazoria County and Fort Bend County has improved the administration and understanding of requirements to allow a streamlined execution of federal programs.

Actions planned to enhance coordination between public and private housing and social service agencies

Pasadena's CDD will continue to work with other city departments, local businesses, service providers, surrounding jurisdictions and interested individuals to improve communication and coordination among groups. The department maintains a mailing list of individuals and organizations interested in various housing and community development issues and will continue to provide information and work with individuals/groups with similar interests in the development of projects. The CDD will continue to work with other departments to implement actions that affirmatively further fair housing, as well as to streamline processes, align efforts, and leverage resources.

Pasadena also coordinates with surrounding jurisdictions and numerous service/housing providers on the Continuum of Care Steering Committee. This committee meets monthly to discuss strategies to end homelessness in the region.

Discussion:

While continuously refining its program strategies, the City of Pasadena Community Development Department will address obstacles to meet underserved needs, like poverty, and foster affordable housing by enhancing coordination and developing greater collaboration with local providers and surrounding communities.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.220(L)(1,2,4)

Introduction:

The following provides details on program specific requirements for each of the three entitlement programs: Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grants.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

| | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 78.00% |

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The City of Pasadena is not utilizing other forms of investment beyond those identified in Section 92.205.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Recapture Provisions:

The City of Pasadena will enforce the Recapture Provisions in cases where HOME funds are provided as a direct subsidy to a homebuyer. Recaptured funds as a result of property being sold, rented, or vacated within the affordability period must be used for HOME eligible projects. Recaptured funds are not considered program income and cannot be used for planning and administrative costs. *Direct HOME subsidy* is the entire amount of HOME assistance that enabled the homebuyer to purchase the home. The direct subsidy includes down payment assistance, closing cost, rehabilitation costs or other HOME assistance provided directly to the homebuyer or homeowner.

The HOME rule limits recapture to available net proceeds. Therefore, the City can only recapture what is available from net proceeds. Net proceeds is the sales price minus superior loan repayment (other than HOME funds) and any closing costs. The City of Pasadena will reduce the amount of direct HOME subsidy on a prorated basis for the time the original homebuyer has owned and occupied the home, measured against the required affordability period.

Resale Provisions:

The resale policy ensures that HOME-assisted units remain affordable over the entire affordability period. The resale policy will be used in cases where HOME funds are provided directly to a developer to reduce development costs, thereby, making the price of the home affordable to the buyer. Referred to as “development subsidy”, these funds are not repaid by the developer to the City, but remain with the property for the length of the affordability period. Specific examples where the resale policy will be implemented include:

- Funds are provided to developers for acquisition and development of property or to acquire affordable ownership units;
- Funds are provided for site preparation or improvement, including demolition; and,
- Funds are provided for construction materials and labor.

The City of Pasadena will administer its resale provisions by ensuring that if the property is sold during

the period of affordability, the price at resale provides the original HOME-assisted homebuyer with a fair return on investment. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price.

All HOME-assisted units "designated as affordable units" shall meet the following criteria:

- The subsequent purchaser must be low-income as defined by HOME and occupy the home as the principal residence;
- The sales price must be affordable to the subsequent purchaser. Affordable is defined as limiting the principal, interest, taxes and insurance (PITI) amount to no more than 30 percent of the new purchaser's household monthly income;
- Under no circumstances may the "affordable" sales price exceed 95 percent of the median purchase price for the area; and,
- The City of Pasadena's definition of reasonable range of low-income homebuyers are families between 60 to 80 percent of area median income.

Recapture or resale provisions must be detailed and outlined in accordance with 24 CFR 92.254 in marketing brochures, written agreements, and all legal documents with homebuyers. Recapture or resale provisions may be used within a project, but not both. Combining provisions to create hybrids is not allowed.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Affordability for homeownership projects undertaken using the recapture provision shall be ensured through the use of real estate lien notes and/or restrictive covenants outlining the City's recapture provisions. Homeownership projects undertaken using the resale provision shall use deed restrictions, covenants running with the land, or other similar mechanisms per 92.254(a)(5)(i)(A) to ensure the resale requirements are met. The period of affordability is based on the total amount of HOME funds invested in the housing project. Recapture and resale provisions adopted by the City of Pasadena are included within Appendix III, Unique Appendices.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Pasadena does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons

with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not Applicable.

- 6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

Not Applicable.

- 7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a)**

Not Applicable.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

- 1. Include written standards for providing ESG assistance (may include as attachment)**

N/A; The City did not receive Emergency Solutions Grants (ESG) funds to be administered during Program Year 2025.

- 2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

The Continuum of Care (COC) has established a centralized and coordinated assessment system that meets HUD requirements. The Coordinated Access System (CAS) institutes consistent and uniform assessment and referral processes to determine and secure the most appropriate response to each individual or family's immediate and long-term housing needs. The Coordinated Access System is designed to 1) allow anyone who needs assistance to know where to go to get that assistance, to be assessed in a standard and consistent way, and to connect with the housing /services that best meet their needs; 2) ensure clarity, transparency, consistency and accountability for homeless clients, referral sources and homeless service providers throughout the assessment and referral process; 3) facilitate exits from homelessness to stable housing in the most rapid manner possible given available resources; 4) ensure that clients gain access as efficiently and effectively as possible to the type of intervention most appropriate to their immediate and long-term housing needs; 5) ensure the people

who have been homeless the longest and/or are the most vulnerable have priority access to scarce permanent supportive housing resources.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

N/A; The City did not receive Emergency Solutions Grants (ESG) funds to be administered during Program Year 2025.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

N/A; The City did not receive Emergency Solutions Grants (ESG) funds to be administered during Program Year 2025.

5. Describe performance standards for evaluating ESG.

N/A; The City did not receive Emergency Solutions Grants (ESG) funds to be administered during Program Year 2025.

Discussion:

The City of Pasadena will continue to partner with the Coalition for the Homeless and other ESG grantees within the Continuum to end and prevent homelessness. As the program regulations change, the City will update program policies as appropriate to ensure an effective program is operating within compliance. The City is constantly seeking to improve the ESG program and maximize both the quality and quantity of services provided to the City's homeless and those who are at risk of becoming homeless.

Appendix I

Citizen Participation



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

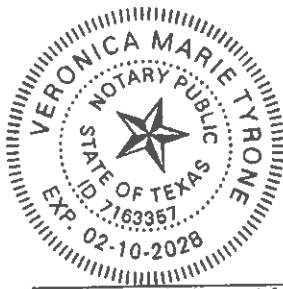
CITY OF PASADENA/ COMM. DEV
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| Product | Date | Class | Page |
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| HCN Bay Area Citizen | Jan 8 2025 | Legal Notices | A 6 |
| HCN Bay Area Citizen | Jan 8 2025 | Legal Notices | A 6 |
| HCN Pasadena Citizen | Jan 8 2025 | Legal Notices | |
| HCN Pasadena Citizen | Jan 8 2025 | Legal Notices | |
| HCN Pearland Journal | Jan 8 2025 | Legal Notices | |
| HCN Pearland Journal | Jan 8 2025 | Legal Notices | |

Victoria Bond
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 8th Day of January A.D. 2025



Veronica Tyrone
Notary Public in and for the State of Texas



JEFF WAGNER
MAYOR

PUBLIC NOTICE
City of Pasadena
Community Development
Citizen Review Public Hearing

The City of Pasadena is committed to providing opportunities for its citizens to participate in an advisory role in the planning, implementation and assessment of programs administered through the Community Development Department. Citizen participation is essential for a viable program.

The Community Development Department would like to extend an invitation to all residents, businesses, service providers and local non-profits within the City of Pasadena to participate in a Citizen Review Public Hearing. We would like to hear your experiences in our program, interests in becoming a part of our program and what services you feel would benefit our community throughout the upcoming Program Year 2025.

A public hearing will be held:

City Hall, Pre-Council Room

January 23, 2025

10:00 – 11:00 a.m.

1149 Ellsworth Dr., Pasadena, TX 77506

The public hearing will be available simultaneously via Zoom. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate. Please submit all written comments to the following:

City of Pasadena - Community Development Department
ATTN: Citizen Participation – Citizen Review
P.O. Box 672
Pasadena, TX 77501

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) should notify the Community Development Department at (713) 475-7294 or may call the City of Pasadena through Relay Texas, 1-800-735-2989 (TDD) or 1-800-735-2988 (VOICE), at least 24 hours in advance of scheduled hearing date. The City will provide assistance and/or translations for all non-English speaking residents, with requests made to the Community Development Department.



JEFF WAGNER
MAYOR

AVISO PÚBLICO
Ciudad de Pasadena
Desarrollo Comunitario
Audiencia Pública para Revisión Ciudadana

La Ciudad de Pasadena está comprometida a proveer oportunidades a sus ciudadanos a participar en una función de asesoramiento en la planificación, implementación y evaluación de programas administrados por el Departamento de Desarrollo Comunitario. La participación ciudadana es esencial para un programa viable.

El Departamento de Desarrollo Comunitario desea extender una invitación a todos los residentes, negocios, proveedores de servicios y organizaciones sin fines de lucro locales dentro de la Ciudad de Pasadena para que participen en una Audiencia Pública de Revisión Ciudadana. Nos gustaría escuchar sus experiencias con nuestro programa, interés en formar parte de nuestro programa y qué servicios sienten beneficiaria a nuestra comunidad a lo largo del próximo programa en el año 2025.

Se llevará a cabo una audiencia pública:

Sala de Pre-Concejo del Ayuntamiento

23 de enero de 2025

10:00 – 11:00 a.m.

1149 Ellsworth Dr., Pasadena, TX 77506

La audiencia pública estará disponible simultáneamente a través de Zoom. El enlace de zoom se publicará en el sitio web de la ciudad de Pasadena en: <https://www.pasadenatx.gov/622/Plans-Notices>. Todas las partes interesadas están invitadas a participar. Envíe todos los comentarios escritos a la siguiente dirección:

Ciudad de Pasadena - Departamento de Desarrollo Comunitario
ATTN: PARTICIPACIÓN DE CIUDADANO – REVISIÓN CIUDADANA
P.O. Box 672
Pasadena, TX 77501

De acuerdo con el Acta Americana de Des habilidad, individuos que necesitan comodidades especiales (incluyendo ayudas y servicios comunicativos auxiliares) deben notificar al Departamento de Desarrollo Comunitario al (713) 475-7294 o pueden llamar a la Ciudad de Pasadena por medio de Relay Texas, 1-800-735-2989 (TDD) o 1-800-735-2988 (VOZ), por lo menos 24 horas antes de la fecha programada para la audiencia. La Ciudad ofrecerá asistencia y/o traducciones para todos los residentes que no hablen inglés, peticiones se pueden realizar con el Departamento de Desarrollo Comunitario por lo menos 24 horas antes.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



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Ciudad de Pasadena
Desarrollo Comunitario
Audiencia Pública para Revisión Ciudadana

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Ciudad de Pasadena - Departamento de Desarrollo Comunitario
ATTN: PARTICIPACIÓN DE CIUDADANO – REVISIÓN CIUDADANA
P.O. Box 672
Pasadena, TX 77501

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Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.

10:00 - 11:00 a.m.

| | | | |
|----------------------------|-------|---------|---------------------------|
| Kayla Coberley | x4994 | cop cdd | kcoberley@pasadenatx.gov |
| Julia Zamarripa (via zoom) | x4902 | cop cdd | jzamarripa@pasadenatx.gov |



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

CITY OF PASADENA/ COMM. DEV
RAN A LEGAL NOTICE
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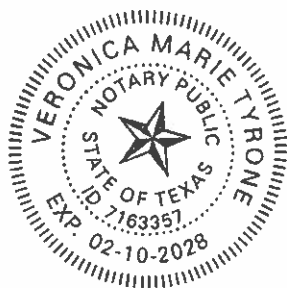
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| HCN Bay Area Citizen | Feb 12 2025 | Legal Notices | A 7 |
| HCN Bay Area Citizen | Feb 12 2025 | Legal Notices | A 7 |
| HCN Pasadena Citizen | Feb 12 2025 | Legal Notices | |
| HCN Pasadena Citizen | Feb 12 2025 | Legal Notices | |
| HCN Pearland Journal | Feb 12 2025 | Legal Notices | |
| HCN Pearland Journal | Feb 12 2025 | Legal Notices | |
| HCN Bay Area Citizen | Feb 19 2025 | Legal Notices | A 7 |
| HCN Bay Area Citizen | Feb 19 2025 | Legal Notices | A 7 |
| HCN Pasadena Citizen | Feb 19 2025 | Legal Notices | |
| HCN Pasadena Citizen | Feb 19 2025 | Legal Notices | |
| HCN Pearland Journal | Feb 19 2025 | Legal Notices | |
| HCN Pearland Journal | Feb 19 2025 | Legal Notices | |

Victoria Bond

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 19th Day of February A.D. 2025



Veronica Tyrone

Notary Public in and for the State of Texas



JEFF WAGNER
MAYOR

PUBLIC NOTICE
2025 CDBG/HOME/ESG CONSOLIDATED PROGRAM
NONPROFIT/SUBRECIPIENT PLANNING AND APPLICATION PROCESS

The City of Pasadena expects to receive approximately \$2,300,103 in federal grants for 2025: Community Development Block Grant (CDBG) Program (\$1,643,253), HOME Investment Partnerships (HOME) Program (\$508,552) and Emergency Solutions Grants (ESG) Program (\$148,298).

The City of Pasadena Community Development Department will begin the planning and development process for the 2025 CDBG/HOME/ESG Consolidated Program Year. Funding will be prioritized for the benefit of primarily the low- to moderate-income population within the City of Pasadena. Each project will produce outcomes that provide an impact to the community's needs as outlined in the 2023-2027 Five Year Consolidated Plan.

Priority funding areas include:

- Rehabilitate degrading infrastructure to improve mobility and reduce hazardous conditions for Pasadena residents;
- Develop and maintain an adequate supply of safe, sanitary and decent housing that are affordable and accessible to residents within low-income guidelines by utilizing CDBG and HOME funds to assist with housing rehabilitation efforts;
- Reduce homelessness by providing supportive services through local shelters and non-profit agencies; and
- Strengthen neighborhoods by investing in public service activities benefiting the community, including those with special needs.

An Application Workshop PowerPoint containing an overview of the programs, guidance on applying, deadlines and contact information, will be made available on the City of Pasadena Community Development webpage at <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information> beginning Wednesday, February 12, 2025. All non-profits, subrecipients, City Departments and other organizations interested in applying for funding should refer to the Application Workshop PowerPoint. Should you have any questions or if you do not have internet access, please contact our office at (713) 475-7294 or CommDev@pasadenatx.gov.

Applicants shall submit two (2) unbound copies with "ORIGINAL" signatures in a sealed envelope or package of comparable size to the City's Secretary's Office, 1149 Ellsworth Dr., Suite 200, Pasadena, Texas 77506 on or before Monday, March 17, 2025 by 4:00 P.M. For further guidance on application submittal, refer to the City of Pasadena Community Development Block Grant (CDBG) Application, City of Pasadena HOME Investment Partnerships Program (HOME) Application or the City of Pasadena Emergency Solutions Grants (ESG) Application made available on the City of Pasadena Community Development webpage at <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information>. Late applications will not be accepted, and will be returned to the applicant unopened.

CAUTION: It is the applicant's responsibility to ensure that CDBG, HOME and/or the ESG funding applications are received in the City Secretary's Office prior to the date and time specified above. Receipt of application in any other City office does not satisfy this requirement.

A virtual public meeting will be held via Zoom by the City of Pasadena Community Development Department on Thursday, March 6, 2025 at 10:00 a.m. – 11:00 a.m. to go over any questions related to the Application Workshop PowerPoint and/or application packet. The Zoom link will be posted on the City of Pasadena webpage at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate; this meeting is not mandatory.

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) should notify the Community Development Department at (713) 475-7294 or may call the City of Pasadena through Relay Texas, 1-800-735-2989 (TDD) or 1-800-735-2988 (VOICE), at least 24 hours in advance of scheduled hearing date. The City will provide assistance and/or translations for all non-English speaking residents, with requests made to the Community Development Department.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



JEFF WAGNER
MAYOR

NOTICIA PUBLICA
PROGRAMA CONSOLIDADO CDBG/HOME/ESG 2025
PROCESO DE SOLICITUD Y PLANIFICACIÓN PARA SIN FINES DE LUCRO/SUBRECEPTOR

La ciudad de Pasadena espera recibir aproximadamente \$2,300,103 en subvenciones federales para 2025: Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) (\$1,643,253), Programa de Asociaciones de Inversión de Vivienda (HOME) (\$508,552) y Programa de Subvenciones para Soluciones de Emergencia (ESG) (\$148,298).

El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena comenzará el proceso de planificación y desarrollo para el año del programa consolidado CDBG/HOME/ESG 2024. Se priorizará la financiación en beneficio principalmente de la población de ingresos bajos a moderados dentro de la ciudad de Pasadena. Cada proyecto producirá resultados que brindarán un impacto a las necesidades de la comunidad como se describe en el Plan Consolidado Quinquenal 2023-2027.

Las áreas de financiación prioritarias incluyen:

- Rehabilitar la infraestructura degradada para mejorar la movilidad y reducir las condiciones peligrosas para los residentes de Pasadena;
- Desarrollar y mantener un suministro adecuado de viviendas seguras, sanitarias y decentes que sean amplias y accesibles para los residentes dentro de las pautas de bajos ingresos mediante la utilización de fondos CDBG y HOME para ayudar con los esfuerzos de rehabilitación de viviendas;
- Reducir la falta de vivienda proporcionando servicios de apoyo a través de refugios locales y agencias sin fines de lucro; y
- Fortalecer los vecindarios invirtiendo en actividades de servicios públicos que benefician a la comunidad, incluidos aquellos con necesidades especiales.

Una presentación a través de PowerPoint para el Taller de Solicitud que contiene una descripción general de los programas, orientación sobre la solicitud, fechas límite e información de contacto estará disponible en la página web de Desarrollo Comunitario de la Ciudad de Pasadena en <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information> el Miércoles 12 de Febrero de 2025. Todas las organizaciones sin fines de lucro, subreceptores, departamentos de la ciudad y otras organizaciones interesadas en solicitar financiación deben consultar el PowerPoint del taller de solicitud. Si tiene alguna

pregunta o si no tiene acceso a Internet, comuníquese con nuestra oficina al (713) 475-7294 o CommDev@pasadenatx.gov.

Los solicitantes deberán presentar dos (2) copias sin encuadernar con firmas "ORIGINALES" en un sobre sellado o paquete de tamaño comparable a la Oficina del Secretario de la Ciudad, 1149 Ellsworth Dr., Suite 200, Pasadena, Texas 77506 a más tardar el Lunes 17 de Marzo de 2025 a las 4:00 p.m. Para obtener más orientación sobre la presentación de solicitudes, consulte la Solicitud de Subvención en Bloque para el Desarrollo Comunitario (CDBG) de la ciudad de Pasadena, la Solicitud del Programa de Asociaciones de Inversión de Vivienda HOME (HOME) de la ciudad de Pasadena o la Solicitud de Subvenciones para Soluciones de Emergencia (ESG) de la ciudad de Pasadena disponibles en la Ciudad de Pasadena, de la página web de Desarrollo Comunitario de Pasadena en <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information>. No se aceptarán solicitudes tardías y se devolverán al solicitante sin abrir.

PRECAUCIÓN: Es responsabilidad del solicitante asegurarse de que las solicitudes de financiamiento CDBG, HOME y/o ESG se reciban en la Oficina del Secretario de la Ciudad antes de la fecha y hora especificadas anteriormente. La recepción de la solicitud en cualquier otra oficina de la Ciudad no satisface este requisito.

El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena llevará a cabo una reunión pública virtual a través de Zoom el Jueves 6 de Marzo de 2025 de 10:00 a. m. a 11:00 a. m. para repasar cualquier pregunta relacionada con el PowerPoint del Taller de Solicitud y/o el paquete de solicitud. El enlace de Zoom se publicará en la página web de la ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>. Todos los interesados están invitados a participar; Esta reunión no es obligatoria.

De conformidad con la Ley Estadounidense de Discapacidades, las personas que necesiten adaptaciones especiales (incluidos servicios y ayudas comunicativas auxiliares) deben notificar al Departamento de Desarrollo Comunitario al (713) 475-7294 o pueden llamar a la Ciudad de Pasadena a través de Relay Texas, 1-800-735- 2989 (TDD) o 1-800-735-2988 (VOZ), al menos 24 horas antes de la fecha programada para la audiencia. La Ciudad brindará asistencia y/o traducción a todos los residentes que no hablan inglés, previa solicitud al Departamento de Desarrollo Comunitario.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



PUBLIC NOTICE
2025 CDBG/HOME/ESG CONSOLIDATED PROGRAM
NONPROFIT/SUBRECIPIENT PLANNING AND APPLICATION PROCESS

The City of Pasadena expects to receive approximately \$2,300,103 in federal grants for 2025: Community Development Block Grant (CDBG) Program (\$1,643,253), HOME Investment Partnerships (HOME) Program (\$508,552) and Emergency Solutions Grants (ESG) Program (\$148,298).

The City of Pasadena Community Development Department will begin the planning and development process for the 2025 CDBG/HOME/ESG Consolidated Program Year. Funding will be prioritized for the benefit of primarily the low- to moderate-income population within the City of Pasadena. Each project will produce outcomes that provide an impact to the community's needs as outlined in the 2023-2027 Five Year Consolidated Plan.

Priority funding areas include:

- Rehabilitate degrading infrastructure to improve mobility and reduce hazardous conditions for Pasadena residents;
- Develop and maintain an adequate supply of safe, sanitary and decent housing that are affordable and accessible to residents within low-income guidelines by utilizing CDBG and HOME funds to assist with housing rehabilitation efforts;
- Reduce homelessness by providing supportive services through local shelters and non-profit agencies; and
- Strengthen neighborhoods by investing in public service activities benefiting the community, including those with special needs.

An Application Workshop PowerPoint containing an overview of the programs, guidance on applying, deadlines and contact information, will be made available on the City of Pasadena Community Development webpage at <https://www.pasadenats.gov/280/Subrecipient-Organization-Information> beginning **Wednesday, February 12, 2025**. All non-profits, subrecipients, City Departments and other organizations interested in applying for funding should refer to the Application Workshop PowerPoint. Should you have any questions or if you do not have internet access, please contact our office at (713) 475-7294 or CommDev@pasadenats.gov.

Applicants shall submit two (2) unbound copies with "ORIGINAL" signatures in a sealed envelope or package of comparable size to the City's Secretary's Office, 1149 Ellsworth Dr., Suite 200, Pasadena, Texas 77506 on or before **Monday, March 17, 2025 by 4:00 P.M.** For further guidance on

application submittal, refer to the City of Pasadena Community Development Block Grant (CDBG) Application, City of Pasadena HOME Investment Partnerships Program (HOME) Application or the City of Pasadena Emergency Solutions Grants (ESG) Application made available on the City of Pasadena Community Development webpage at <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information>. Late applications will not be accepted, and will be returned to the applicant unopened.

CAUTION: It is the applicant's responsibility to ensure that CDBG, HOME and/or the ESG funding applications are received in the City Secretary's Office prior to the date and time specified above. Receipt of application in any other City office does not satisfy this requirement.

A virtual public meeting will be held via Zoom by the City of Pasadena Community Development Department on **Thursday, March 6, 2025 at 10:00 a.m. – 11:00 a.m.** to go over any questions related to the Application Workshop PowerPoint and/or application packet. The Zoom link will be posted on the City of Pasadena webpage at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate; this meeting is not mandatory.

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) should notify the Community Development Department at (713) 475-7294 or may call the City of Pasadena through Relay Texas, 1-800-735-2989 (TDD) or 1-800-735-2988 (VOICE), at least 24 hours in advance of scheduled hearing date. The City will provide assistance and/or translations for all non-English speaking residents, with requests made to the Community Development Department.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



NOTICIA PUBLICA
PROGRAMA CONSOLIDADO CDBG/HOME/ESG 2025
PROCESO DE SOLICITUD Y PLANIFICACIÓN PARA SIN FINES DE
LUCRO/SUBRECEPTOR

La ciudad de Pasadena espera recibir aproximadamente \$2,300,103 en subvenciones federales para 2025: Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) (\$1,643,253), Programa de Asociaciones de Inversión de Vivienda (HOME) (\$508,552) y Programa de Subvenciones para Soluciones de Emergencia (ESG) (\$148,298).

El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena comenzará el proceso de planificación y desarrollo para el año del programa consolidado CDBG/HOME/ESG 2024. Se priorizará la financiación en beneficio principalmente de la población de ingresos bajos a moderados dentro de la ciudad de Pasadena. Cada proyecto producirá resultados que brindarán un impacto a las necesidades de la comunidad como se describe en el Plan Consolidado Quinquenal 2023-2027.

Las áreas de financiación prioritarias incluyen:

- Rehabilitar la infraestructura degradada para mejorar la movilidad y reducir las condiciones peligrosas para los residentes de Pasadena;
- Desarrollar y mantener un suministro adecuado de viviendas seguras, sanitarias y decentes que sean amplias y accesibles para los residentes dentro de las pautas de bajos ingresos mediante la utilización de fondos CDBG y HOME para ayudar con los esfuerzos de rehabilitación de viviendas;
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Una presentación a través de PowerPoint para el Taller de Solicitud que contiene una descripción general de los programas, orientación sobre la solicitud, fechas límite e información de contacto estará disponible en la página web de Desarrollo Comunitario de la Ciudad de Pasadena en <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information> el **Miércoles 12 de Febrero de 2025**. Todas las organizaciones sin fines de lucro, subreceptores, departamentos de la ciudad y otras organizaciones interesadas en solicitar financiación deben consultar el PowerPoint del taller de solicitud. Si tiene alguna pregunta o si no tiene acceso a Internet, comuníquese con nuestra oficina al (713) 475-7294 o CommDev@pasadenatx.gov.

Los solicitantes deberán presentar dos (2) copias sin encuadernar con firmas "ORIGINALES" en un sobre sellado o paquete de tamaño comparable a la Oficina del Secretario de la Ciudad, 1149 Ellsworth Dr., Suite 200, Pasadena, Texas 77506 a más tardar el **Lunes 17 de Marzo de 2025 a las 4:00 p.m.** Para obtener más orientación sobre la presentación de solicitudes, consulte la Solicitud de Subvención en Bloque para el Desarrollo Comunitario (CDBG) de la ciudad de Pasadena, la Solicitud del Programa de Asociaciones de Inversión de Vivienda HOME (HOME) de la ciudad de Pasadena o la Solicitud de Subvenciones para Soluciones de Emergencia (ESG) de la ciudad de Pasadena disponibles en la Ciudad de Pasadena. de la página web de Desarrollo Comunitario de Pasadena en <https://www.pasadenatx.gov/280/Subrecipient-Organization-Information>. No se aceptarán solicitudes tardías y se devolverán al solicitante sin abrir.

PRECAUCIÓN: Es responsabilidad del solicitante asegurarse de que las solicitudes de financiamiento CDBG, HOME y/o ESG se reciban en la Oficina del Secretario de la Ciudad antes de la fecha y hora especificadas anteriormente. La recepción de la solicitud en cualquier otra oficina de la Ciudad no satisface este requisito.

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Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.

2025 Application Workshop Q&A Sign In
 March 6, 2025
 10:00 a.m.

| Print Name | Phone Number | Citizen/Department/Business | Email |
|--------------------|--------------|-----------------------------|---------------------------|
| Kayla Coberley | x 4994 | COP - CDD | Kcoberley@pasadenatx.gov |
| Julia Zamarripa | x 4902 | COP - CDD | jzamarripa@pasadenatx.gov |
| Stacy Rodriguez | x 4881 | COP - CDD | Srodriguez@pasadenatx.gov |
| Kristine Singleton | x 7051 | COP - CDD | Ksingleton@pasadenatx.gov |
| | | | oasis@asbury.ca |
| | | | |
| | | | |
| | | | |
| | | | |

| Topic | ID | Host | Duration (minutes) | Start time | End time | Participants | |
|--------------------------|------------------------|--|--------------------|--------------------|----------------|-------------------------------|-----------------|
| Application Workshop Q&A | 8100210129 | Community Development (commdev@pasadenabz.gov) | 61 | 3/6/2025 9:58 | 3/6/2025 10:59 | 5 | |
| | | | | | | | |
| Name (original name) | Email | Join time | Leave time | Duration (minutes) | Guest | Recording disclaimer response | In waiting room |
| Community Development | commdev@pasadenabz.gov | | 3/6/2025 9:58 | 61 | No | No Response | No |
| Evelyn Vargas- TB0TW | | | 3/6/2025 9:58 | 1 | Yes | No Response | Yes |
| Kathlyn Edmondson | | | 3/6/2025 9:58 | 1 | Yes | No Response | Yes |
| Evelyn Vargas- TB0TW | | | 3/6/2025 9:58 | 9 | Yes | OK | No |
| Kathlyn Edmondson | | | 3/6/2025 9:58 | 20 | Yes | OK | No |
| Amy | | | 3/6/2025 10:00 | 1 | Yes | No Response | Yes |
| Amy | | | 3/6/2025 10:00 | 59 | Yes | OK | No |
| Elissa Brown | | | 3/6/2025 10:20 | 1 | Yes | No Response | Yes |
| Elissa Brown | | | 3/6/2025 10:20 | 4 | Yes | OK | No |

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC — dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

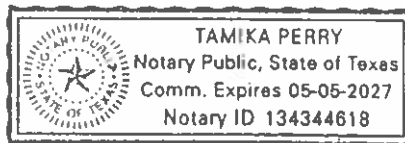
| Customer ID | Customer | Campaign ID | Publication | Pub Date |
|-------------|--------------------------------|-------------|-------------------|-----------|
| 21028686 | CITY OF PASADENA/ COMM.
DEV | 11042396 | Houston Chronicle | 4/24/2025 |

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 25th day of April A.D. 2025

Tamika Perry
Notary Public in and for the State of Texas





PUBLIC NOTICE
City of Pasadena
Community Development
Citizen Review Public Hearing

The City of Pasadena is committed to providing opportunities for its citizens to participate in an advisory role in the planning, implementation and assessment of programs administered through the Community Development Department. Citizen participation is essential for a viable program.

The Community Development Department would like to extend an invitation to all residents, businesses, service providers and local non-profits within the City of Pasadena to participate in a Citizen Review Public Hearing. We would like to hear your experiences in our program, interests in becoming a part of our program and what services you feel would benefit our community throughout the upcoming Program Year 2025.

A public hearing will be held:

City Hall, Pre-Council Room
 May 1, 2025 - 10:00 - 11:00 a.m.
 1149 Ellsworth Dr., Pasadena, TX 77504

The public hearing will be available simultaneously via Zoom. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/422/Plans-Notices>. All interested parties are invited to participate. Please submit all written comments to the following:

City of Pasadena - Community Development Department
 ATTN: Citizen Participation - Citizen Review
 P.O. Box 472
 Pasadena, TX 77501

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) should notify the Community Development Department at (713) 473-7294 or may call the City of Pasadena through Relay Texas, 1-800-735-2988 (TDD) or 1-800-735-2988 (VOICE), at least 24 hours in advance of scheduled hearing date. The City will provide assistance and/or translations for all non-English speaking residents, with requests made to the Community Development Department.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 473-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



AVISO PUBLICO
Ciudad de Pasadena
Desarrollo Comunitario
Audiencia Pública para Revisión Ciudadana

La Ciudad de Pasadena está comprometida a proveer oportunidades a sus ciudadanos a participar en una función de asesoramiento en la planificación, implementación y evaluación de programas administrados por el Departamento de Desarrollo Comunitario. La participación ciudadana es esencial para un programa viable.

El Departamento de Desarrollo Comunitario desea extender una invitación a todos los residentes, negocios, proveedores de servicios y organizaciones sin fines de lucro locales dentro de la Ciudad de Pasadena para que participen en una Audiencia Pública de Revisión Ciudadana. Nos gustaría escuchar sus experiencias con nuestro programa, intereses en formar parte de nuestro programa y qué servicios sienten beneficiar a nuestra comunidad a lo largo del próximo programa en el año 2025.

Se llevará a cabo una audiencia pública:
 Sala de Pre-Council del Ayuntamiento
 1 de mayo de 2025 - 10:00 - 11:00 a.m.
 1149 Ellsworth Dr., Pasadena, TX 77504

La audiencia pública estará disponible simultáneamente a través de Zoom. El enlace de zoom se publicará en el sitio web de la ciudad de Pasadena en: <https://www.pasadenatx.gov/422/Plans-Notices>. Todas las partes interesadas están invitadas a participar. Envíe todos los comentarios escritos a la siguiente dirección:

Ciudad de Pasadena - Departamento de Desarrollo Comunitario
 ATTN: PARTICIPACIÓN DE CIUDADANO - REVISIÓN
 CIUDADANA
 P.O. Box 472
 Pasadena, TX 77501

De acuerdo con el Acta Americana de Deshabilidad, individuos que necesitan comodidades especiales (incluyendo ayudas y servicios comunicativos auxiliares) deben notificar al Departamento de Desarrollo Comunitario al (713) 473-7294 o pueden llamar a la Ciudad de Pasadena por medio de Relay Texas, 1-800-735-2988 (TDD) o 1-800-735-2988 (VOZ), por lo menos 24 horas antes de la fecha programada para la audiencia. La Ciudad ofrecerá asistencia y/o traducciones para todos los residentes que no hablen inglés. peticiones se pueden realizar con el Departamento de Desarrollo Comunitario por lo menos 24 horas antes.

Para obtener más información sobre estos programas, puede contactar al Departamento de Desarrollo Comunitario al (713) 473-7294. También, un traductor en Español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



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Community Development
Citizen Review Public Hearing

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A public hearing will be held:

City Hall, Pre-Council Room

May 1, 2025

10:00 – 11:00 a.m.

1149 Ellsworth Dr., Pasadena, TX 77506

The public hearing will be available simultaneously via Zoom. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate. Please submit all written comments to the following:

City of Pasadena - Community Development Department

ATTN: Citizen Participation – Citizen Review

P.O. Box 672

Pasadena, TX 77501

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JEFF WAGNER
MAYOR

AVISO PÚBLICO
Ciudad de Pasadena
Desarrollo Comunitario
Audiencia Pública para Revisión Ciudadana

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Se llevará a cabo una audiencia pública:
Sala de Pre-Concejo del Ayuntamiento
1 de mayo de 2025
10:00 – 11:00 a.m.
1149 Ellsworth Dr., Pasadena, TX 77506

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10:00 - 11:00 a.m.

[illegible]

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

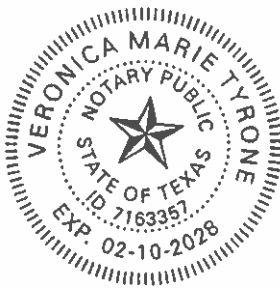
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

| Customer ID | Customer | Campaign ID | Publication | Pub Date |
|-------------|-------------------------------|-------------|----------------------|-----------|
| 21028686 | CITY OF PASADENA/ COMM
DEV | 11046959 | HCN Bay Area Citizen | 5/28/2025 |
| | | | HCN Pasadena Citizen | 5/28/2025 |
| | | | HCN Pearland Journal | 5/28/2025 |

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 29th day of May A.D. 2025



Veronica Tyrone
Notary Public in and for the State of Texas



Texas nurses face rising violence, abuse on job



PUBLIC NOTICE
City of Pasadena Community Development Department
Citizen Review Public Hearings for
Proposed Annual Action Plan (2025)

Annual Action Plan

Based on the Community Planning and Development Formula Program Allocations for FY 2025 released on May 14, 2025, the City of Pasadena is expected to receive \$2,149,624.46 from the U.S. Department of Housing and Urban Development (HUD) in federal grants for Program Year 2025: Community Development Block Grant (CDBG) Program (\$1,630,927) and HOME Investment Partnerships (HOME) Program (\$518,697.46).

Funding will be prioritized for the benefit of primarily the low-to moderate-income population within the City of Pasadena. Each project will produce outcomes that provide an impact to the community's needs as outlined in the 2023-2027 Five Year Consolidated Plan.

2025 Community Development Objectives

- Rehabilitate degrading infrastructure and improve public facilities and/or conditions for Pasadena residents;
- Develop and maintain an adequate supply of safe, sanitary and decent housing that are affordable and accessible to residents within low-income guidelines by providing housing rehabilitation and/or reconstruction services and homebuyer opportunities.
- Reduce homelessness by providing supportive services through local shelters and non-profit agencies; and
- Strengthen neighborhoods by investing in public service activities benefiting the community, including those with special needs.

The City is committed to the proper implementation of a balanced Community Development Program that maximizes benefit to low-income persons both directly and through the improvements of their neighborhoods. By providing decent housing, suitable living environments and supportive services, the City of Pasadena intends to improve our low-income neighborhoods and provide our citizens with the needed resources to assist them in breaking both generational and circumstantial poverty.

The following specific projects and activities are proposed to be funded which will address the community needs identified above.

2025 Community Development Block Grant (CDBG) \$1,630,927

| Public Facilities & Improvements | Allocations |
|---|--------------------|
| A. Ellaine Ave. Paving & Drainage Improvement | \$1,091,749.00 |
| Public Services | |
| A. Sarah's House Emergency Shelter | \$ 85,355.00 |

| | |
|---|---------------|
| B. Transportation Services for Elderly and Disabled Persons | \$ 95,280.00 |
| Program Administration | |
| A. CDBG Program Administration | \$ 326,185.40 |
| B. Housing Rehabilitation Administration | \$ 32,357.60 |

2025 HOME Investment Partnerships Program (HOME) \$518,697.46

| | |
|--|---------------|
| Housing Rehabilitation Services | \$ 389,023.09 |
| Community Housing Development Organization (CHDO) Set Aside | |
| A. To Be Determined | \$ 77,804.62 |
| Program Administration | |
| A. HOME Program Administration | \$ 51,869.75 |

We would like to encourage participation from residents, local non-profit organizations and businesses within the City of Pasadena. A public hearing will be held by the City of Pasadena Community Development Department:

**City Hall, Pre-Council Room
June 19, 2025
10:00 – 11:00 a.m.
1149 Ellsworth Dr., Pasadena, TX 77506**

The public hearing will be available simultaneously via Zoom. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>.

Citizens may request a copy of the proposed 2025 Annual Action Plan by contacting the City of Pasadena Community Development Department at (713) 475-7294. If a Spanish translation of the proposed document is requested, please allow a 24-hour notice for processing. A copy of the plan will also be posted on the City of Pasadena website at <https://www.pasadenatx.gov/> and hard copies will be made available for review at the following locations:

City of Pasadena City Hall - Community Development Department
1149 Ellsworth, 5th Floor
Pasadena, Texas 77506
City of Pasadena City Hall - City Secretary
1149 Ellsworth, 2nd Floor
Pasadena, Texas 77506

City of Pasadena Main Public Library
1201 Jeff Ginn Memorial Dr.
Pasadena, Texas 77506

City of Pasadena Fairmont Library
4330 Fairmont Pkwy.
Pasadena, Texas 77504

The public is encouraged to attend the hearings and/or submit written comments. The 30-day comment period will begin **May 29, 2025** and end **June 27, 2025**. All comments must be received by the Community Development Department no later than **4:00 p.m. on June 27, 2025** for consideration. Please submit all written comments to the following:

Community Development Department
Attn: Citizen Review
P.O. Box 672, Pasadena, TX 77501

E-Mail: CommDev@pasadenatx.gov
Phone: (713) 475-7294
Fax: (713) 475-7037

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) should notify the Community Development Department at (713) 475-7294 or may call the City of Pasadena through Relay Texas, 1-800-735-2989 (TDD) or 1-800-735-2988 (VOICE), at least 24 hours in advance of scheduled hearing date. The City will provide assistance and/or translations for all non-English speaking residents, with requests made to the Community Development Department.

Para obtener una copia de este aviso o cualquier otro material mencionado en español, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También, un traductor en español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.



NOTICIA PÚBLICA
Departamento de Desarrollo Comunitario de la Ciudad de Pasadena
Audiencias Públicas de Revisión Ciudadana para
Propuesta de Plan de Acción Anual (2025)

Plan de Acción Anual

Según la Fórmula de Asignaciones del Programa de Planificación y Desarrollo Comunitario para el año fiscal 2025 publicada el 14 de mayo de 2025 se espera que la Ciudad de Pasadena reciba \$2,149,624.46 del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) en subvenciones federales para el Año del Programa 2025: Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) (\$1,630,927) y Programa de Asociaciones de Inversión HOME (HOME) (\$518,697.46).

El financiamiento se priorizará para el beneficio principalmente de la población de ingresos bajos a moderados dentro de la ciudad de Pasadena. Cada proyecto producirá resultados que brindarán un impacto a las necesidades de la comunidad, como se describe en el Plan Consolidado Quinquenal 2023-2027.

Objetivos de Desarrollo Comunitario 2025

- Rehabilitar la infraestructura degradante y mejorar las instalaciones públicas y / o las condiciones para los residentes de Pasadena;
- Desarrollar y mantener un suministro adecuado de viviendas seguras, sanitarias y decentes que sean asequibles y accesibles para los residentes dentro de las pautas de bajos ingresos mediante la utilización de fondos CDBG y HOME para ayudar con la rehabilitación de viviendas y los esfuerzos de asistencia de alquiler basados en inquilinos;
- Reducir la falta de vivienda proporcionando servicios de apoyo a través de refugios locales y agencias sin fines de lucro; y
- Fortalecer los vecindarios invirtiendo en actividades de servicio público que beneficien a la comunidad, incluidas aquellas con necesidades especiales.

La Ciudad está comprometida con la implementación adecuada de un Programa de Desarrollo Comunitario equilibrado que maximice el beneficio para las personas de bajos ingresos, tanto directamente como a través de las mejoras de sus vecindarios. Al proporcionar viviendas decentes, entornos de vida adecuados y servicios de apoyo, la Ciudad de Pasadena tiene la intención de mejorar nuestros vecindarios de bajos ingresos y proporcionar a nuestros ciudadanos los recursos necesarios para ayudarlos a romper la pobreza generacional y circunstancial.

Se propone financiar los siguientes proyectos y actividades específicos que abordarán las necesidades de la comunidad identificadas anteriormente.

Subvención en Bloque para el Desarrollo Comunitario (CDBG) 2025: \$1,630,927

Instalaciones Públicas y Mejoras

Mejora de Pavimentación y Drenaje de Ellaine Ave.

Allocations

\$1,092,220.18

Servicios Públicos

| | | |
|---|----|------------|
| A. Refugio de emergencia Sarah's House | \$ | 85,355.00 |
| B. Servicios de transporte para personas mayores y discapacitadas | \$ | 95,280.00 |
| Administracion del programa | | |
| A. Administración del Programa CDBG | \$ | 326,185.40 |
| B. Administración de Rehabilitación de Viviendas | \$ | 32,357.60 |

Programa de Asociaciones de Inversión HOME 2025 (HOME) \$518,697.46

| | | |
|--|----|------------|
| Servicios de Rehabilitación de Viviendas | \$ | 389,023.09 |
| Organización de Desarrollo de Vivienda Comunitaria (CHDO) Reservada | | |
| A. Por determinar | \$ | 77,804.62 |
| Administracion del Programa | | |
| A. Administracion del Programa HOME | \$ | 51,869.75 |

Nos gustaría fomentar la participación de residentes, organizaciones locales sin fines de lucro y empresas dentro de la ciudad de Pasadena. El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena llevará a cabo una audiencia pública:

**Ayuntamiento, Salón Pre-Concejo
19 de Junio de 2025
10:00 – 11:00 a.m.
1149 Ellsworth Dr., Pasadena, TX 77506**

La audiencia pública estará disponible simultáneamente a través de Zoom. El enlace de Zoom se publicará en el sitio web de la ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>.

Los ciudadanos pueden solicitar una copia del Plan de Acción Anual propuesto para 2025 comunicándose con el Departamento de Desarrollo Comunitario de la Ciudad de Pasadena al (713) 475-7294. Si se solicita una traducción al español del documento propuesto, permita un aviso de 24 horas para su procesamiento. También se publicará una copia del plan en el sitio web de la Ciudad de Pasadena en <https://www.pasadenatx.gov/> y se pondrán a disposición copias impresas para su revisión en los siguientes lugares:

Ciudad de Pasadena City Hall - Departamento de Desarrollo Comunitario
1149 Ellsworth, 5th Floor
Pasadena, Texas 77506

Ciudad de Pasadena City Hall - Secretario de la Ciudad
1149 Ellsworth, 2nd Floor
Pasadena, Texas 77506

Ciudad de Pasadena Biblioteca Pública Principal
1201 Jeff Ginn Memorial Dr.
Pasadena, Texas 77506

City of Pasadena Biblioteca Fairmont
4330 Fairmont Pkwy.
Pasadena, Texas 77504

Se anima al público a asistir a las audiencias y/o presentar comentarios por escrito. El periodo de comentarios de 30 días comenzará el 30 de Mayo de 2024 y finalizará el 28 de Junio de 2024. Todos los comentarios deben ser recibidos por el Departamento de Desarrollo Comunitario a más tardar a las 4:00 p.m. el 28 de Junio de 2024 para consideración de la Junta Asesora de Desarrollo Comunitario y/o el Personal de Desarrollo Comunitario. Por favor envíe todos los comentarios por escrito a lo siguiente:

Departamento de Desarrollo Comunitario
Attn: Revision Ciudadana
P.O. Box 672, Pasadena, TX 77501

E-Mail: CommDev@pasadenatx.gov
Phone: (713) 475-7294
Fax: (713) 475-7037

En cumplimiento con la Ley de Discapacidades Americanas, las personas que necesitan adaptaciones especiales (incluidas ayudas y servicios comunicativos auxiliares) deben notificar al Departamento de Desarrollo Comunitario al (713) 475-7294 o pueden llamar a la Ciudad de Pasadena a través de Relay Texas, 1-800-735-2989 (TDD) o 1-800-735-2988 (VOICE), al menos 24 horas antes de la fecha programada de la audiencia. La Ciudad proporcionará asistencia y/o traducciones para todos los residentes que no hablen inglés, con solicitudes hechas al Departamento de Desarrollo Comunitario.

Para obtener una copia de este aviso o cualquier otro material mencionado en español, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También, un traductor en español estará presente durante la audiencia pública a petición de por lo menos 24 horas antes.

Citizen Review Public Hearing Sign In

June 19, 2025

10:00 - 11:00 a.m.

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Appendix I
Citizen Participation
PY 2025 Annual Action Plan
Substantial Amendment

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

| Customer ID | Customer | Campaign ID | Publication | Pub Date |
|-------------|-----------------------------|-------------|----------------------|-----------|
| 21028686 | CITY OF PASADENA/ COMM. DEV | 11076566 | HCN Bay Area Citizen | 11/5/2025 |
| | | | HCN Pasadena Citizen | 11/5/2025 |
| | | | HCN Pearland Journal | 11/5/2025 |

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 6th day of November, 2025 A.D.



Veronica Tyrone
Notary Public in and for the State of Texas

PUBLIC NOTICE
City of Pasadena Community Development Department
Citizen Review Public Hearing for
Substantial Amendment to the 2025 Annual Action Plan

1. The 21st century has been characterized by rapid technological change and globalization. This has led to a new era of competition for businesses, where the ability to adapt and innovate is crucial for survival.
2. In this context, the role of the business leader has become increasingly important. Leaders must be able to inspire and motivate their teams, make strategic decisions, and navigate complex challenges.
3. One of the key challenges facing business leaders today is the need to manage diverse teams. As globalization continues to expand, businesses are increasingly composed of people from different cultures, backgrounds, and experiences.
4. To effectively manage these diverse teams, leaders must develop a deep understanding of cultural differences and learn to communicate and collaborate across cultures.
5. Additionally, leaders must be able to foster a culture of innovation and creativity within their organizations. This requires encouraging risk-taking, rewarding experimentation, and providing the resources and support needed for employees to develop new ideas.
6. Finally, business leaders must also be able to navigate the ethical challenges that arise in a globalized world. This includes issues such as data privacy, intellectual property, and the impact of technology on society.

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Եզրույթը օգտագործվում է
 ըստ Է. Բրայնի հոդվածի՝ Բնակավայրեր

Թարգմանությունը
 Բնակավայրեր

၁၂-၀၁-၂၀၁၇, ဖုန်းဆင်း, ၇၆ ၂၇၇၀၁
 ၁၂-၀၁-၂၀၁၇, ဖုန်းဆင်း, ၇၆ ၂၇၇၀၁

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AVISO PÚBLICO
Departamento de Desarrollo Comunitario de la Ciudad de Pasadena
Audencia Pública de Revelación Ciudadana para
Modificación masandal del Plan de Acción Anual 2025

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 8, 1907. It contains the following text:

"I have the honor to acknowledge the receipt of your communication of the 6th inst., and in reply to inform you that the same has been forwarded to the proper authorities for their consideration."

2. The second part of the document is a report from the Secretary of the Interior, dated January 10, 1907. It contains the following text:

"The Department has received your communication of the 6th inst., and in reply to inform you that the same has been forwarded to the proper authorities for their consideration."

3. The third part of the document is a report from the Secretary of the Interior, dated January 10, 1907. It contains the following text:

"The Department has received your communication of the 6th inst., and in reply to inform you that the same has been forwarded to the proper authorities for their consideration."

3. 2007 年 1 月 1 日起，凡在中华人民共和国境内销售货物或者提供加工、修理修配劳务以及进口货物的单位和个人，均应当依照《中华人民共和国增值税暂行条例》的规定缴纳增值税。

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[Faint, illegible handwritten notes]

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2011.01.01 ~ 2011.01.02
 2011.01.03 ~ 2011.01.04
 2011.01.05 ~ 2011.01.06
 2011.01.07 ~ 2011.01.08

[illegible][illegible]

6. 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-283

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CALENDAR

NOV. 5

Pop culture club. Fans collaborate on group playlists and create tributes to their favorite music, movies and games. 4-5 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/52ukud.
Yarn craft. Teens and adults complete crochets, knitting and needlepoint projects. 4-5:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/2N4hdn6.
Advisory group. Teen volunteers plan library programs and earn service hours. 5-6 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/3wib6t9.
Game night. Players discover new card games and practice favorites. 6:30-8:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/3pzzv4z.

NOV. 6

Classics Rewisted. The Next Chapter presents "The Shawshank Redemption" (1994), starring Morgan Freeman and Tim Robbins. 10:15 a.m.-1 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free. Info: tinyurl.com/658a2w86.
College, career planning. FutureU advisers share resources with students. 11 a.m.-6 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free, registration required. Info: tinyurl.com/4m9nzb3.
Adult craft. Sculptors create trinkets of dishes using air-dry clay. 2-3 p.m. 6:30-7:30 p.m. West Pearlman Library, 1801 Shadow Creek Parkway. Free. Info: tinyurl.com/2Yppfjd.
Crafty Kids. Elementary-age creators develop music skills with tambourines. 4:30-5:30 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, tickets available 30 minutes before the program. Info: tinyurl.com/419kbzm4.
Teen advisory group. Middle and high school students plan library events and earn volunteer credits. 4:30-5:30 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/4eshw5f.
Stress reduction. Meditation expert Daya Sharma shares techniques for improving focus and finding peace. 6-7:30 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/bahm7se.
Regency Book Club. Romance lovers watch "Northanger Abbey" (2007), adapted to film from the Jane Austen novel. 6-7:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/5aujd54.
Art club. Creators work on their latest projects and develop new pieces. 7-8 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/3zwa58mc.

NOV. 7

Walk with Ease. Discover stretching and strengthening exercises to reduce pain and improve balance. 10-11:30 a.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free, registration required. Info: tinyurl.com/4xjsyve.
Member preview. Friends of Freeman Library members get first dibs at the organization's semi-annual book sale. 4-5:30 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, membership from \$10 available at the door. Info: tinyurl.com/5dczb3e.
Study hours. Homework helpers advise elementary-age students. 4-5:45 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/4c3bcjn.
FamilySearch Friday. Library staff and The Next Chapter demonstrate this free online genealogy resource. 4:15-5:45 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free. Info: tinyurl.com/3nmwvmd.
Pokémon play. Trainers trade cards and assemble themed crafts. 4:30-5:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/4ecv5vkk.

NOV. 8

Book sale. Friends of Freeman's semi-annual event includes fiction, nonfiction, children's books, paperbacks, DVDs and CDs. 10 a.m.-1 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free. Info: tinyurl.com/6d3e3bs.
Estate planning. Lone Star Legal Aid attorney Amir Belfout shares information and resources. 11 a.m.-1 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, registration required. Info: tinyurl.com/5b32wvt.
Writing workshop. Author Michael Bolinger advises scribes of all skill levels and genres. 1-2:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/yrsudw7d.
"Sketch explorations." Artist DJ and professor Roberto Castillo helps participants connect with their feelings through color, line and shape. 1-3:30 p.m. Houston Botanic Garden, 1 Botanic Garden. \$10-\$25. Info: tinyurl.com/5b32wvt.
K-pop club. Fans share their favorite music videos and discuss comebacks. 5-6 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/2Zcyypml.

NOV. 9

Shop local. Browse products from dozens of vendors at the Bay Area Farmers Market. 11 a.m.-3 p.m. Baybrook Mall, 500 Baybrook Mall Drive. Free. Info: tinyurl.com/y6vbf8m.

NOV. 10

Walk with Ease. Discover stretching and strengthening exercises to reduce pain and improve balance. 10-11:30 a.m. Evelyn Meador Branch Library, 2400

N. Meyer Ave. Free, registration required. Info: tinyurl.com/3exny757.
Reading competition. Teens strategize their approach to the reading list for this year's Tournament of Books. 5-6 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, registration required. Info: tinyurl.com/3pex32ae.
Game Testers. Participants explore Mario Kart World. 5-6 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/2znkpkfz.
Community chess. Players gather for friendly competition. Participants under 14 must be accompanied by an adult. 6:30-8:30 p.m. Friendswood Library, 416 S. Friendswood Drive. Free. Info: tinyurl.com/3m3ymts.

NOV. 11

Needlework network. Hobbyists work on projects and mingle with fellow crafters. 11 a.m.-12:30 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/6tka58br5.
Board Teens. Middle and high school students engage in friendly competition over board and card games. 3:30-5 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/3k35dm2k.
Shapes and sheets. Staff provide an overview of the library's vinyl-cutting, Cricut, heat-pressing and sublimation-printing equipment. Participants under 16 must be accompanied by an adult. 5:30-7 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, registration required. Info: tinyurl.com/2vuyq9z.

NOV. 12

Walk with Ease. Discover stretching and strengthening exercises to reduce pain and improve balance. 10-11:30 a.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free, registration required. Info: tinyurl.com/y3pcv4k.
Needle skills. Bay Area Needlepoint Group members gather with small projects and long-term pieces. 10 a.m.-noon. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free. Info: tinyurl.com/mpwuhfbs.
Taste test. Tweens and teens attempt to identify mystery Pringles flavors. 4-5 p.m. Evelyn Meador Branch Library, 2400 N. Meyer Ave. Free. Info: tinyurl.com/412p8p6p.
Tinkercad workshop. Design 3D printable cookie cutters using free online software. Participants under 12 must be accompanied by an adult. 4-6 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free, registration required. Info: tinyurl.com/48x147hz.
Watercolor relaxation. Artists wind down over palettes and paper. Participants under 12 must be accompanied by an adult. 6:30-7:30 p.m. Clear Lake City-Country Freeman Branch Library, 16616 Dana Lane. Free. Info: tinyurl.com/mix9ust6.

PUBLIC NOTICE City of Pasadena Community Development Department Citizen Review Public Hearing for Substantial Amendment to the 2025 Annual Action Plan

The City of Pasadena Community Development Department proposes to amend its approved 2025 Annual Action Plan. In accordance with regulation 24 CFR §1 505, the jurisdiction shall amend its approved plan whenever it makes one of the following decisions:

- To make a change in the method of distribution of funds
- To carry out an activity using funds from any program covered by the Consolidated Plan (including program elements not previously described in the Annual Action Plan)
- To change the purpose, scope, location or beneficiary data of an activity previously described in the Consolidated Plan and/or Annual Action Plan, or
- Classifying an activity total effort amount classified or budgeted by more than twenty-five percent (25%) from the amount previously described in the Annual Action Plan or any more recent Substantial Amendment

Therefore, the City of Pasadena Community Development Department proposes a substantial amendment as follows:

To reallocate \$95,280.00 in Program Year 2025 CDBG funds to two eligible activities: Housing Rehabilitation Administration and Emergency Shelter Operational Services. Goals supported under the 2023-2027 Consolidated Plan include (1) Housing Rehabilitation through Housing Rehabilitation Administration by supporting administration, inspection and management costs necessary to administer the Housing Rehabilitation Services Program and (2) Reduce Homelessness through Emergency Shelter Operational Services by providing homeless shelter services to assist homeless women and children within the Pasadena area transition from homelessness to independent living.

| Use of Funds | Original Allocation | Proposed Amendment | Revised Allocation |
|--|---------------------|--------------------|---------------------|
| Transportation Services for Elderly and Disabled | \$85,760.00 | (\$85,280.00) | \$0.00 |
| Housing Rehabilitation Administration | \$32,367.60 | \$4,280.00 | \$40,637.60 |
| Emergency Shelter Operational Services | \$0.00 | \$87,000.00 | \$87,000.00 |
| Total | \$127,827.60 | | \$127,827.60 |

A public hearing will be held at City Hall, Pre-Council Room, December 4, 2025, 10:00 - 11:00 a.m. 1149 E. 8th Street Dr., Pasadena, TX 77506

The public hearing will be available simultaneously via Zoom by the City of Pasadena Community Development Department to discuss the proposed amendment and to receive any comments. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate.

Comments to the amended 2025 Annual Action Plan may be made in writing, via email or by phone. The thirty (30) day comment period will begin Thursday, November 6, 2025 and end Friday, December 5, 2025. All comments must be received by the Community Development Department by Friday, December 5, 2025 12:00 PM for consideration. Please submit all written comments to the following:

Community Development Department Phone: (713) 475-7294
ATTN: Citizens Review Substantial Amendment Fax: (713) 475-7037
P.O. Box 672, Pasadena, TX 77501
E-Mail: CommDev@pasadenatx.gov

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communication aids and services) should notify the Community Development Department at (713) 475-7294 or may call the City of Pasadena through Relay Texas: 1-800-735-2989 (TDD) or 1-800-735-2988 (VOICE) at least 24 hours in advance of scheduled hearing date. A Spanish speaker will be present during the hearing upon 24-hour request.

Para obtener más información sobre estos programas, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También un traductor en Español estará presente durante el taller a petición de por lo menos 24 horas antes.

Summaries of public comments and responses to the amended 2025 Annual Action Plan will be available in the final version of the plan. Following the public comment period, the plan will be submitted to City Council for approval. The plan will become effective upon adoption by City Council and the final version will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>.

AVISO PÚBLICO Departamento de Desarrollo Comunitario de la Ciudad de Pasadena Audience Pública de Revisión Ciudadana para Modificación sustancial del Plan de Acción Anual 2025

El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena propone enmendar su Plan de Acción Anual 2025 aprobado. De acuerdo con la regulación 24 CFR §1 505, la jurisdicción deberá enmendar su plan aprobado cada vez que tome una de las siguientes decisiones:

- Hacer un cambio en sus prioridades de asignación.
- Hacer un cambio en el método de distribución de fondos.
- Llevar a cabo una actividad utilizando fondos de cualquier programa cubierto por el Plan Consolidado (incluidos los ingresos del programa), no descritos previamente en el Plan de Acción Anual.
- Cambiar el propósito, el alcance, la ubicación o los datos del beneficiario de una actividad previamente descrita en el Plan Consolidado y/o el Plan de Acción Anual.
- Cambiar el monto total en dólares de una actividad asignada o presupuestada en más del veinticinco por ciento (25%) de la cantidad descrita anteriormente en el Plan de Acción Anual o su Enmienda Sustancial más reciente.

Por lo tanto, el Departamento de Desarrollo Comunitario de la Ciudad de Pasadena propone una enmienda sustancial de la siguiente manera:

Reasignar \$95,280.00 en fondos CDBG del año del programa 2025 a dos actividades elegibles: los Servicios Operativos de Viviendas y los Servicios Operativos de Refugios de Emergencia. Los objetivos respaldados por el Plan Consolidado 2023-2027 incluyen (1) Rehabilitación de viviendas a través de la Administración de Rehabilitación de Viviendas mediante el apoyo a los costos de administración, inspección y gestión necesarios para administrar el Programa de Servicios de Rehabilitación de Viviendas y (2) Reducir la falta de vivienda a través de los Servicios Operativos de Refugios de Emergencia proporcionando servicios de refugio para personas sin hogar para ayudar a las mujeres y niños sin hogar dentro del área de Pasadena a hacer la transición de la falta de vivienda a la vida independiente.

| Uso de fondos | Asignación original | Propuesta de modificación | Asignación revisada |
|--|---------------------|---------------------------|---------------------|
| Servicios de transporte para ancianos y discapacitados | \$95,280.00 | (\$95,280.00) | \$0.00 |
| Administración de Rehabilitación de Viviendas | \$32,367.60 | \$4,280.00 | \$40,637.60 |
| El punto está aguas turbias
H.C. Servicios operativos | \$0.00 | \$87,000.00 | \$87,000.00 |
| Total | \$127,827.60 | | \$127,827.60 |

Se llevará a cabo una audiencia pública. Ayuntamiento, Sala Pre-Consejo 4 de Diciembre del 2025 10:00 - 11:00 a.m. 1149 E. 8th Street Dr., Pasadena, TX 77506

La audiencia pública estará disponible simultáneamente a través de Zoom por el Departamento de Desarrollo Comunitario de la Ciudad de Pasadena para discutir la enmienda propuesta y recibir cualquier comentario. El enlace de Zoom se publicará en el sitio web de la ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>. Todas las partes interesadas están invitadas a participar.

Los comentarios al Plan de Acción Anual 2025 modificado pueden hacerse por correo, por correo electrónico o por teléfono. El período de comentarios de treinta (30) días comenzará el jueves 5 de noviembre del 2025 y finalizará el viernes 5 de diciembre del 2025. Todos los comentarios deben ser recibidos por el Departamento de Desarrollo Comunitario antes del Viernes 5 de Diciembre del 2025 a las 12:00 p.m. para su consideración. Envíe todos los comentarios por correo a lo siguiente:

Departamento de Desarrollo Comunitario Teléfono: (713) 475-7294
ATTN: Enmienda sustancial de Ciudadano Review Fax: (713) 475-7037
Apartado postal 672, Pasadena, TX 77501
Correo electrónico: CommDev@pasadenatx.gov

De conformidad con la Ley de Discapacidades estadounidenses, las personas que necesitan adaptaciones especiales (incluidas ayudas y servicios de comunicación) deben notificar al Departamento de Desarrollo Comunitario al (713) 475-7294 o pueden llamar a la Ciudad de Pasadena a través de Relay Texas: 1-800-735-2989 (TDD) o 1-800-735-2988 (VOICE) al menos 24 horas antes de la fecha programada de la audiencia. Un hablante de español estará presente durante la audiencia a pedido de 24 horas.

Para obtener más información sobre estos programas, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También un traductor en Español estará presente durante el taller a petición de por lo menos 24 horas antes.

Los resúmenes de los comentarios públicos y las respuestas al Plan de Acción Anual 2025 modificado estarán disponibles en la versión final del plan. Después del período de comentarios públicos, el plan se presentará al Concejo Municipal para su aprobación. El plan entrará en vigencia una vez que el Concejo Municipal adopte y la versión final se publicará en el sitio web de la Ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>.



One-and-a-half-year-old Izzy brightens any room she visits, say staff at A New Dawn Pet Adoption, 303 W. San Augustine St. "She loves attention and fun." Learn more at www.anewdawnpetadoption.org.

Courtesy of A New Dawn



PUBLIC NOTICE
City of Pasadena Community Development Department
Citizen Review Public Hearing for
Substantial Amendment to the 2025 Annual Action Plan

The City of Pasadena Community Development Department proposes to amend its approved 2025 Annual Action Plan. In accordance with regulation 24 CFR 91.505, the jurisdiction shall amend its approved plan whenever it makes one of the following decisions:

1. To make a change in its allocation priorities;
2. To make a change in the method of distribution of funds;
3. To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously described in the Annual Action Plan;
4. To change the purpose, scope, location or beneficiary data of an activity previously described in the Consolidated Plan and/or Annual Action Plan; or
5. Changing an activities total dollar amount allocated or budgeted by more than twenty-five percent (25%) from the amount previously described in the Annual Action Plan or its more recent Substantial Amendment.

Therefore, the City of Pasadena Community Development Department proposes a substantial amendment as follows:

To reallocate \$95,280.00 in Program Year 2025 CDBG funds to two eligible activities, *Housing Rehabilitation Administration* and *Emergency Shelter Operational Services*. Goals supported under the 2023-2027 Consolidated Plan include **(1) Housing Rehabilitation** through *Housing Rehabilitation Administration* by supporting administration, inspection, and management costs necessary to administer the Housing Rehabilitation Services Program and **(2) Reduce Homelessness** through *Emergency Shelter Operational Services* by providing homeless shelter services to assist homeless women and children within the Pasadena area transition from homelessness to independent living.

| CDBG Reallocated Funds Breakdown | | | |
|--|---------------------|--------------------|---------------------|
| Use of Funds | Original Allocation | Proposed Amendment | Revised Allocation |
| Transportation Services for Elderly and Disabled | \$95,280.00 | (\$95,280.00) | \$0.00 |
| Housing Rehabilitation Administration | \$32,357.60 | \$8,280.00 | \$40,637.60 |
| Emergency Shelter Operational Services | \$0.00 | \$87,000.00 | \$87,000.00 |
| Total | \$127,637.60 | | \$127,637.60 |

A public hearing will be held:

City Hall, Pre-Council Room
December 4, 2025
10:00 – 11:00 a.m.

1149 Ellsworth Dr., Pasadena, TX 77506

The public hearing will be available simultaneously via Zoom by the City of Pasadena Community Development Department to discuss the proposed amendment and to receive any comments. The Zoom link will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>. All interested parties are invited to participate.

Comments to the amended 2025 Annual Action Plan may be made in writing, via email, or by phone. The thirty (30) day comment period will begin Thursday, November 6, 2025 and end Friday, December 5, 2025. All comments must be received by the Community Development Department by Friday, December 5, 2025, 12:00 PM for consideration. Please submit all written comments to the following:

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Para obtener más información sobre estos programas, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante el taller a petición de por lo menos 24 horas antes.

Summaries of public comments and responses to the amended 2025 Annual Action Plan will be available in the final version of the plan. Following the public comment period, the plan will be submitted to City Council for approval. The plan will become effective upon adoption by City Council and the final version will be posted on the City of Pasadena website at <https://www.pasadenatx.gov/622/Plans-Notices>.



AVISO PÚBLICO
Departamento de Desarrollo Comunitario de la Ciudad de Pasadena
Audiencia Pública de Revisión Ciudadana para
Modificación sustancial del Plan de Acción Anual 2025

El Departamento de Desarrollo Comunitario de la Ciudad de Pasadena propone enmendar su Plan de Acción Anual 2025 aprobado. De acuerdo con la regulación 24 CFR 91.505, la jurisdicción deberá enmendar su plan aprobado cada vez que tome una de las siguientes decisiones:

1. Hacer un cambio en sus prioridades de asignación;
2. Hacer un cambio en el método de distribución de fondos;
3. Llevar a cabo una actividad, utilizando fondos de cualquier programa cubierto por el Plan Consolidado (incluidos los ingresos del programa), no descritos previamente en el Plan de Acción Anual;
4. Cambiar el propósito, el alcance, la ubicación o los datos del beneficiario de una actividad previamente descrita en el Plan Consolidado y/o el Plan de Acción Anual; o
5. Cambiar el monto total en dólares de una actividad asignada o presupuestada en más del veinticinco por ciento (25%) de la cantidad descrita anteriormente en el Plan de Acción Anual o su Enmienda Sustancial más reciente.

Por lo tanto, el Departamento de Desarrollo Comunitario de la Ciudad de Pasadena propone una enmienda sustancial de la siguiente manera:

Reasignar \$95,280.00 en fondos CDBG del año del programa 2025 a dos actividades elegibles, *la Administración de Rehabilitación de Viviendas* y *los Servicios Operativos de Refugios de Emergencia*. Los objetivos respaldados por el Plan Consolidado 2023-2027 incluyen **(1) Rehabilitación de viviendas** a través de la *Administración de Rehabilitación de Viviendas* mediante el apoyo a los costos de administración, inspección y gestión necesarios para administrar el Programa de Servicios de Rehabilitación de Viviendas y **(2) Reducir la falta de vivienda** a través de *los Servicios Operativos de Refugios de Emergencia* proporcionando servicios de refugio para personas sin hogar para ayudar a las mujeres y niños sin hogar dentro del área de Pasadena a hacer la transición de la falta de vivienda a la vida independiente.

| Desglose de los fondos reasignados de CDBG | | | |
|--|---------------------|---------------------------|---------------------|
| Uso de fondos | Asignación original | Propuesta de modificación | Asignación revisada |
| Servicios de transporte para ancianos y discapacitados | \$95,280.00 | (\$95,280.00) | \$0.00 |
| Administración de Rehabilitación de Vivienda | \$32,357.60 | \$8,280.00 | \$40,637.60 |
| El puente sobre aguas turbulentas, Inc. Servicios operativos | \$0.00 | \$87,000.00 | \$87,000.00 |
| Total | \$127,637.60 | | \$127,637.60 |

Se llevará a cabo una audiencia pública:

Ayuntamiento, Sala Pre-Consejo
4 de Diciembre del 2025
10:00 – 11:00 a.m.
1149 Ellsworth Dr., Pasadena, TX 77506

La audiencia pública estará disponible simultáneamente a través de Zoom por el Departamento de Desarrollo Comunitario de la Ciudad de Pasadena para discutir la enmienda propuesta y recibir cualquier comentario. El enlace de Zoom se publicará en el sitio web de la ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>. Todas las partes interesadas están invitadas a participar.

Los comentarios al Plan de Acción Anual 2025 modificado pueden hacerse por escrito, por correo electrónico o por teléfono. El período de comentarios de treinta (30) días comenzará el Jueves 6 de Noviembre del 2025 y finalizará el Viernes 5 de Diciembre del 2025. Todos los comentarios deben ser recibidos por el Departamento de Desarrollo Comunitario antes del Viernes 5 de Diciembre del 2025 a las 12:00 p. m. para su consideración. Envíe todos los comentarios por escrito a lo siguiente:

Departamento de Desarrollo Comunitario
ATTN: Enmienda sustancial de Citizen Review
Apartado postal 672, Pasadena, TX 77501
Correo electrónico: CommDev@pasadenatx.gov

Teléfono: (713) 475-7294
Fax: (713) 475-7037

De conformidad con la Ley de Discapacidades Estadounidenses, las personas que necesiten adaptaciones especiales (incluidas ayudas y servicios auxiliares de comunicación) deben notificar al Departamento de Desarrollo Comunitario al (713) 475-7294 o pueden llamar a la Ciudad de Pasadena a través de Relay Texas, 1-800-735-2989 (TDD) o 1-800-735-2988 (VOICE), al menos 24 horas antes de la fecha programada de la audiencia. Un hispanohablante estará presente durante la audiencia a pedido de 24 horas.

Para obtener más información sobre estos programas, puede contactar a la Oficina de Desarrollo Comunitario al (713) 475-7294. También, un traductor en Español estará presente durante el taller a petición de por lo menos 24 horas antes.

Los resúmenes de los comentarios públicos y las respuestas al Plan de Acción Anual 2025 modificado estarán disponibles en la versión final del plan. Después del período de comentarios públicos, el plan se presentará al Concejo Municipal para su aprobación. El plan entrará en vigencia una vez que el Concejo Municipal lo adopte y la versión final se publicará en el sitio web de la Ciudad de Pasadena en <https://www.pasadenatx.gov/622/Plans-Notices>.

10:00 - 11:00 a.m.

[illegible]

Appendix II

Resolution

7-15-25
Agenda

AGENDA REQUEST

☐ ORDINANCE ☒ RESOLUTION

Reso G NO: 2025-128

CAPTION: APPROVAL OF THE 2025 ANNUAL ACTION PLAN AUTHORIZING THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT GRANT PROGRAMS: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME).

RECOMMENDATIONS & JUSTIFICATION: THE 2025 ANNUAL ACTION PLAN SERVES AS THE APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR CDBG, ESG, AND HOME PROGRAM FUNDS.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: A,B,C,D,E,F,G & H

REQUIRES APPROPRIATION: ☐

See attached Certification

| COUNCIL ACTION | |
|---|----------------|
| <u>SARA ROGERS</u>
SARA ROGERS
COMMUNITY DEVELOPMENT DATE: 07/02/2025
REQUESTING PARTY (TYPED) | FIRST READING: |
| BUDGET DEPARTMENT | MOTION |
| PURCHASING DEPARTMENT | SECOND |
| APPROVED: | DATE |
| <u>Thomas Scherkin</u>
CITY ATTORNEY | DATE |
| <u>Thomas Scherkin</u>
MAYOR | DEFERRED: |

Estrada
MOTION

Guerero
SECOND

07-15-25
DATE

RESOLUTION NO. 2025 - 128

A RESOLUTION TO APPROVE AND ADOPT THE 2025 ANNUAL ACTION PLAN, AUTHORIZING THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT GRANT PROGRAMS: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME).

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is authorized to implement program regulations;

WHEREAS, Pasadena City Council approval of the 2025 Annual Action Plan for federally funded programs and projects administered by the City of Pasadena is contingent upon written approval by HUD and/or any other authority with jurisdiction, of said plan(s);

WHEREAS, the City of Pasadena desires to participate as an Entitlement Community (CDBG) and as a Participating Jurisdiction (HOME) in these programs and to submit a total application to HUD in the amount of \$2,149,624.46 to accomplish certain neighborhood and housing improvements, public facilities and/or improvements, and provide public services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City of Pasadena desires to participate in the Community Development Block Grant (CDBG) Program (\$1,630,927.00) and the HOME Investment Partnerships (HOME) Program (\$518,697.46) as evidenced by the development of the 2025 Annual Action Plan by the Community Development Department of the City of Pasadena, TX. The 2025 Action Plan is year three of the 2023-2027 Five-Year Consolidated Plan, and gives priority to activities which will benefit the low- to moderate-income residents, homeless persons, and improve public infrastructure and/or facilities.

SECTION 2. That the 2025 Annual Action Plan entitled Exhibit "A", attached hereto and incorporated herein for all purposes, is hereby approved and adopted by the City Council.

SECTION 3. That the following City Officials are hereby designated as responsible officers for those applicable sections of the Programs as cited below:

- (a) Community Development Manager - To prepare and file said 2025 Annual Action Plan and application, as well as provide such additional information and documentation as may be later required by HUD.
- (b) City Controller or Assistant City Controller - To execute and file requisition of funds and act as authorized fiscal representative of the City.
- (c) Director of Housing and Community Development- To prepare and execute those contracts as may be necessary in conjunction with the programs provided by the plan.

SECTION 4. That the Mayor of the City of Pasadena, TX is hereby designated as the authorized representative to enter into those necessary contracts with the U.S. Department of Housing and Urban Development (HUD) and is hereby directed to execute the 2025 Annual Action Plan and such certifications and assurances necessary to carry out the purposes of these programs.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE 15th DAY OF July,
A.D., 2025.


THOMAS SCHOENBEIN MAYOR OF
CITY OF PASADENA, TEXAS

ATTEST:


AMANDA MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

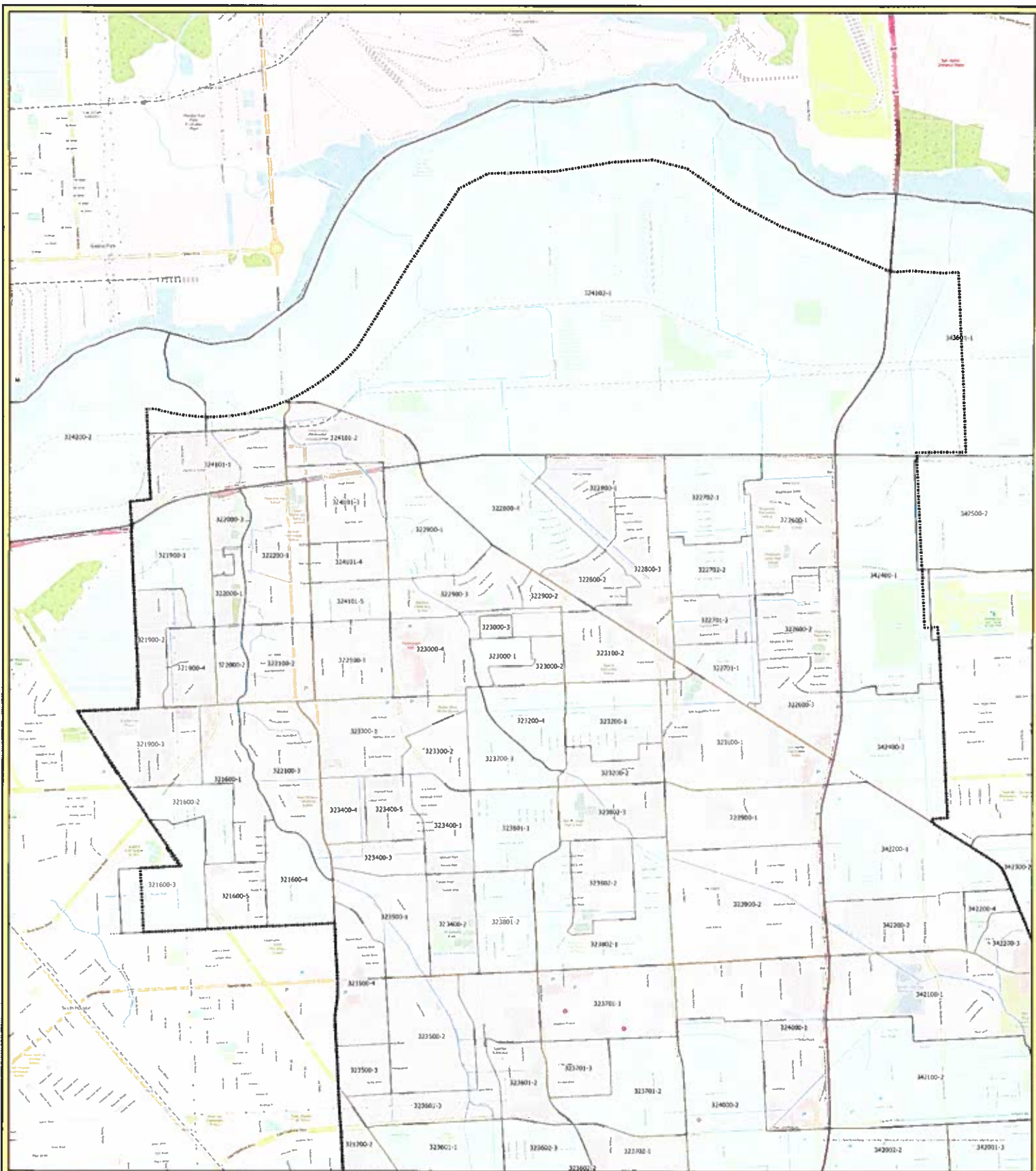

JAY W. DAFE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

**Appendix II
Resolution
PY 2025 Annual Action Plan
Substantial Amendment**

*TO BE INSERTED
UPON CITY COUNCIL
APPROVAL*

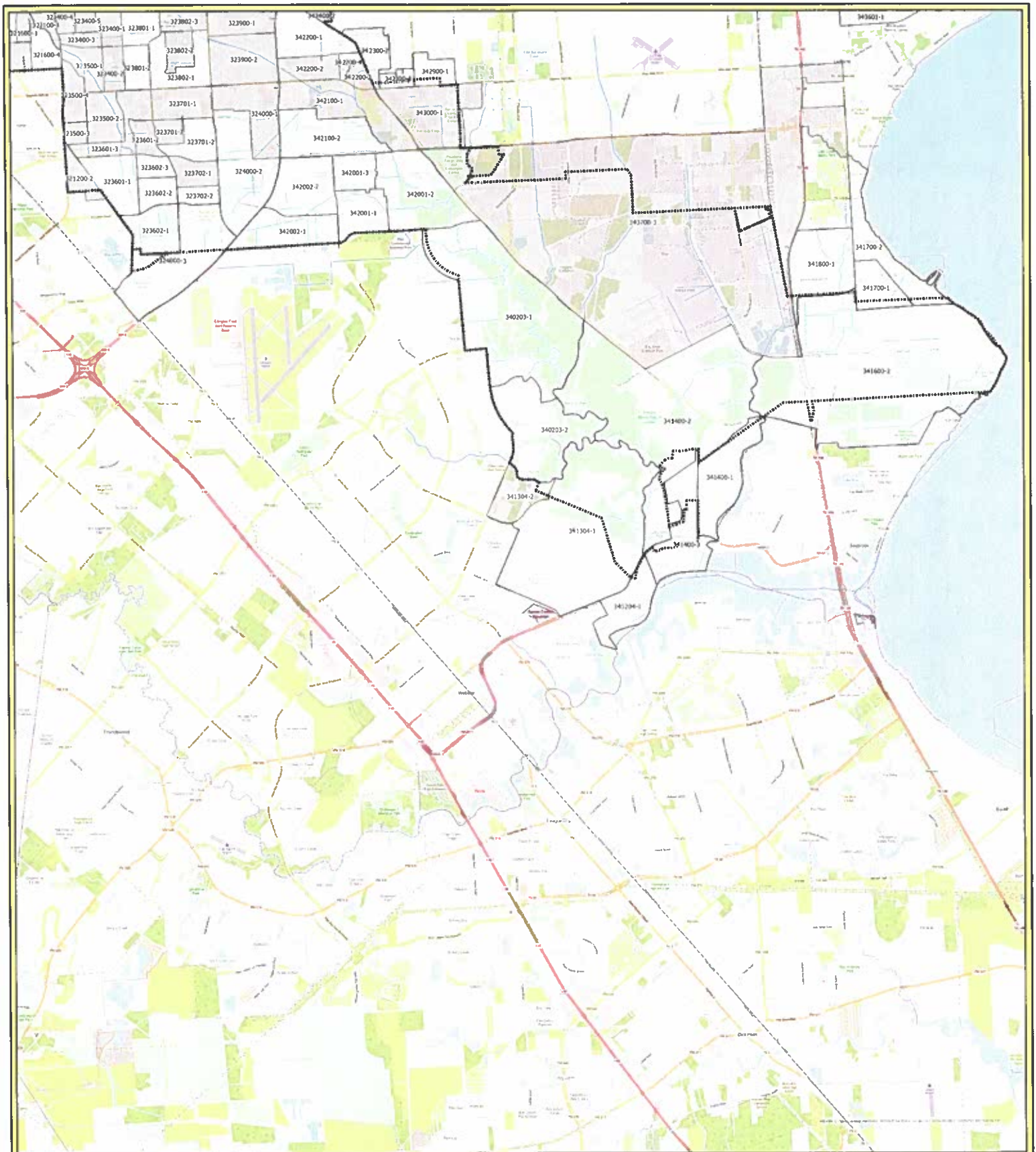
Appendix III

Unique Appendices



City of Pasadena, Texas LMI Census Block Groups

Legend
 32100-1
 LMI Census Block Groups
 LMI
 100
 100



City of Pasadena, Texas LMI Census Block Groups

Legend
228 City of Pasadena
LMI Census Block Groups
LMI Census Block Groups
LMI Census Block Groups
LMI Census Block Groups

City of Pasadena
Census Tracts and Block Groups

FY2024 LMISD by Grantee - Summarized Block Group Data,
Based on 2016-2020 American Community Survey

| UOIGID | Name | Sta | Type | Low | Lowmod | Lmmi | Lowmoduniv | Lowmod_pct | Lowmod_pct_moe | St | Cnty | Tract | Blockgroup |
|--------|----------|-----|------------|-------|--------|-------|------------|------------|----------------|----|------|--------|------------|
| 484068 | Pasadena | TX | Metro City | 1,040 | 1,295 | 1,400 | 1,565 | 82.70% | 13.10% | 48 | 201 | 321200 | 2 |
| 484068 | Pasadena | TX | Metro City | 65 | 920 | 1,115 | 1,355 | 67.90% | 19.40% | 48 | 201 | 321600 | 1 |
| 484068 | Pasadena | TX | Metro City | 20 | 510 | 595 | 915 | 55.70% | 28.70% Yes | 48 | 201 | 321600 | 5 |
| 484068 | Pasadena | TX | Metro City | 680 | 1,030 | 1,555 | 2,010 | 51.20% | 22.10% Yes | 48 | 201 | 321900 | 2 |
| 484068 | Pasadena | TX | Metro City | 930 | 930 | 1,330 | 1,535 | 60.60% | 21.50% Yes | 48 | 201 | 321900 | 3 |
| 484068 | Pasadena | TX | Metro City | 340 | 670 | 885 | 970 | 69.10% | 25.20% Yes | 48 | 201 | 321900 | 4 |
| 484068 | Pasadena | TX | Metro City | 600 | 935 | 1,005 | 1,085 | 86.20% | 12.70% | 48 | 201 | 322000 | 1 |
| 484068 | Pasadena | TX | Metro City | 335 | 450 | 595 | 705 | 63.80% | 23.10% Yes | 48 | 201 | 322000 | 2 |
| 484068 | Pasadena | TX | Metro City | 1,170 | 2,305 | 2,485 | 2,705 | 85.20% | 9.00% | 48 | 201 | 322000 | 3 |
| 484068 | Pasadena | TX | Metro City | 915 | 1,310 | 1,990 | 2,000 | 65.50% | 17.40% | 48 | 201 | 322100 | 1 |
| 484068 | Pasadena | TX | Metro City | 215 | 285 | 470 | 505 | 56.40% | 25.80% Yes | 48 | 201 | 322100 | 2 |
| 484068 | Pasadena | TX | Metro City | 745 | 980 | 1,280 | 1,725 | 56.80% | 18.20% | 48 | 201 | 322100 | 3 |
| 484068 | Pasadena | TX | Metro City | 660 | 935 | 1,380 | 1,730 | 54.00% | 12.00% | 48 | 201 | 322200 | 1 |
| 484068 | Pasadena | TX | Metro City | 835 | 1,030 | 1,355 | 1,545 | 66.70% | 15.40% | 48 | 201 | 322600 | 1 |
| 484068 | Pasadena | TX | Metro City | 455 | 1,265 | 1,590 | 2,115 | 59.80% | 14.40% | 48 | 201 | 322600 | 2 |
| 484068 | Pasadena | TX | Metro City | 270 | 985 | 1,205 | 1,695 | 58.10% | 20.00% Yes | 48 | 201 | 322600 | 3 |
| 484068 | Pasadena | TX | Metro City | 85 | 580 | 940 | 1,050 | 55.20% | 26.30% Yes | 48 | 201 | 322701 | 2 |
| 484068 | Pasadena | TX | Metro City | 525 | 1,440 | 1,975 | 2,030 | 70.90% | 20.00% Yes | 48 | 201 | 322800 | 1 |
| 484068 | Pasadena | TX | Metro City | 310 | 700 | 1,160 | 1,250 | 56.00% | 27.00% Yes | 48 | 201 | 322800 | 2 |
| 484068 | Pasadena | TX | Metro City | 580 | 1,040 | 1,245 | 1,620 | 64.20% | 22.40% Yes | 48 | 201 | 322800 | 3 |
| 484068 | Pasadena | TX | Metro City | 340 | 610 | 890 | 890 | 68.50% | 33.20% Yes | 48 | 201 | 322900 | 2 |
| 484068 | Pasadena | TX | Metro City | 225 | 765 | 975 | 995 | 76.90% | 18.40% | 48 | 201 | 322900 | 3 |
| 484068 | Pasadena | TX | Metro City | 980 | 1,380 | 1,695 | 1,730 | 79.80% | 16.90% | 48 | 201 | 323000 | 2 |
| 484068 | Pasadena | TX | Metro City | 1,575 | 1,855 | 2,305 | 2,305 | 80.50% | 22.70% Yes | 48 | 201 | 323000 | 3 |
| 484068 | Pasadena | TX | Metro City | 1,085 | 1,360 | 1,600 | 1,870 | 72.70% | 20.50% Yes | 48 | 201 | 323000 | 4 |
| 484068 | Pasadena | TX | Metro City | 905 | 1,350 | 1,605 | 1,880 | 71.80% | 12.40% | 48 | 201 | 323100 | 1 |
| 484068 | Pasadena | TX | Metro City | 1,070 | 1,435 | 1,885 | 1,970 | 72.80% | 11.80% | 48 | 201 | 323100 | 2 |
| 484068 | Pasadena | TX | Metro City | 620 | 800 | 955 | 1,420 | 56.30% | 18.10% | 48 | 201 | 323200 | 2 |
| 484068 | Pasadena | TX | Metro City | 1,075 | 1,435 | 1,620 | 1,720 | 83.40% | 8.80% | 48 | 201 | 323300 | 1 |
| 484068 | Pasadena | TX | Metro City | 590 | 800 | 1,060 | 1,290 | 62.00% | 21.30% Yes | 48 | 201 | 323300 | 2 |
| 484068 | Pasadena | TX | Metro City | 320 | 1,130 | 1,740 | 2,030 | 55.70% | 23.80% Yes | 48 | 201 | 323400 | 1 |
| 484068 | Pasadena | TX | Metro City | 365 | 855 | 1,165 | 1,280 | 66.80% | 28.90% Yes | 48 | 201 | 323400 | 2 |
| 484068 | Pasadena | TX | Metro City | 680 | 1,240 | 1,285 | 1,425 | 87.00% | 20.60% Yes | 48 | 201 | 323400 | 3 |
| 484068 | Pasadena | TX | Metro City | 1,990 | 2,295 | 2,295 | 2,320 | 98.90% | 3.40% | 48 | 201 | 323400 | 4 |
| 484068 | Pasadena | TX | Metro City | 10 | 795 | 1,270 | 1,520 | 52.30% | 29.50% Yes | 48 | 201 | 323400 | 5 |
| 484068 | Pasadena | TX | Metro City | 1,290 | 1,550 | 1,805 | 1,945 | 79.70% | 14.80% | 48 | 201 | 323500 | 1 |
| 484068 | Pasadena | TX | Metro City | 405 | 800 | 885 | 1,085 | 73.70% | 16.30% | 48 | 201 | 323500 | 2 |
| 484068 | Pasadena | TX | Metro City | 615 | 760 | 820 | 905 | 84.00% | 11.90% | 48 | 201 | 323500 | 3 |
| 484068 | Pasadena | TX | Metro City | 930 | 1,370 | 1,565 | 1,745 | 78.50% | 12.10% | 48 | 201 | 323500 | 4 |
| 484068 | Pasadena | TX | Metro City | 455 | 740 | 960 | 1,055 | 70.10% | 20.30% Yes | 48 | 201 | 323601 | 2 |
| 484068 | Pasadena | TX | Metro City | 480 | 605 | 675 | 730 | 82.90% | 12.80% | 48 | 201 | 323601 | 3 |
| 484068 | Pasadena | TX | Metro City | 810 | 1,025 | 1,135 | 1,410 | 72.70% | 15.60% | 48 | 201 | 323701 | 1 |
| 484068 | Pasadena | TX | Metro City | 260 | 680 | 1,095 | 1,320 | 51.50% | 17.40% | 48 | 201 | 323701 | 3 |
| 484068 | Pasadena | TX | Metro City | 960 | 1,715 | 1,830 | 2,445 | 70.10% | 12.30% | 48 | 201 | 323702 | 1 |
| 484068 | Pasadena | TX | Metro City | 1,135 | 1,310 | 1,510 | 1,780 | 73.60% | 16.80% | 48 | 201 | 323802 | 2 |
| 484068 | Pasadena | TX | Metro City | 650 | 835 | 1,080 | 1,425 | 58.60% | 18.00% | 48 | 201 | 323802 | 3 |

**FY2024 LMISD by Grantee - Summarized Block Group Data,
Based on 2016-2020 American Community Survey**

**City of Pasadena
Census Tracts and Block Groups**

| | | | | | | | | | | | | | |
|--------|----------|----|------------|-------|-------|-------|-------|--------|------------|----|-----|--------|---|
| 484068 | Pasadena | TX | Metro City | 1,250 | 1,435 | 1,685 | 1,900 | 75.50% | 14.00% | 48 | 201 | 323900 | 1 |
| 484068 | Pasadena | TX | Metro City | 555 | 835 | 1,200 | 1,540 | 54.20% | 13.20% | 48 | 201 | 323900 | 2 |
| 484068 | Pasadena | TX | Metro City | 795 | 1,085 | 1,425 | 1,630 | 66.60% | 16.60% | 48 | 201 | 324000 | 1 |
| 484068 | Pasadena | TX | Metro City | 285 | 725 | 1,035 | 1,170 | 62.00% | 33.90% Yes | 48 | 201 | 324101 | 1 |
| 484068 | Pasadena | TX | Metro City | 745 | 990 | 1,045 | 1,070 | 92.50% | 10.00% | 48 | 201 | 324101 | 2 |
| 484068 | Pasadena | TX | Metro City | 355 | 855 | 940 | 940 | 91.00% | 7.80% | 48 | 201 | 324101 | 3 |
| 484068 | Pasadena | TX | Metro City | 560 | 885 | 920 | 1,235 | 71.70% | 21.80% Yes | 48 | 201 | 324101 | 4 |
| 484068 | Pasadena | TX | Metro City | 555 | 630 | 690 | 740 | 85.10% | 16.10% | 48 | 201 | 341304 | 2 |
| 484068 | Pasadena | TX | Metro City | 745 | 1,210 | 1,485 | 1,975 | 61.30% | 12.40% | 48 | 201 | 342100 | 1 |
| 484068 | Pasadena | TX | Metro City | 290 | 330 | 465 | 555 | 59.50% | 25.20% Yes | 48 | 201 | 342200 | 2 |
| 484068 | Pasadena | TX | Metro City | 405 | 805 | 985 | 1,005 | 80.10% | 16.20% | 48 | 201 | 342200 | 3 |
| 484068 | Pasadena | TX | Metro City | 1,415 | 1,795 | 2,575 | 2,870 | 62.50% | 17.00% | 48 | 201 | 343000 | 1 |
| 484068 | Pasadena | TX | Metro City | 540 | 850 | 945 | 1,215 | 70.00% | 15.00% | 48 | 201 | 343700 | 3 |



5.10 Resale and Recapture Provisions 24 CFR 92.254(5)

The City's HOME Program uses funds to provide affordable housing by assisting homebuyers, homeowners, and developers. The types of subsidies include acquisition, rehabilitation, or new construction of single-family housing for individual low-income homebuyers and/or homeowners. The HOME funds may be structured in a variety of ways, including low-interest, zero-interest, deferred payment loans, or grants. The City of Pasadena shall determine, based upon the type of subsidy, form of ownership, and type of market in which the property is located, whether the period of affordability shall be enforced by either the resale or recapture policy.

5.10.1 Resale Policy

The resale policy ensures that HOME-assisted units remain affordable over the entire affordability period. The resale policy will be used in cases where HOME funds are provided directly to a developer to reduce development costs, thereby, making the price of the home affordable to the buyer. Referred to as "development subsidy", these funds are not repaid by the developer to the City, but remain with the property for the length of the affordability period.

Specific examples where the resale policy will be implemented include:

- Funds are provided to developers for acquisition and development of property or to acquire affordable ownership units;
- Funds are provided for site preparation or improvement, including demolition; and
- Funds are provided for construction materials and labor.

Ensuring Long Term Affordability

The HOME rule at 24 CFR 92.254(a)(3) requires the City HOME-assisted homebuyer housing be acquired by an eligible low-income household and the housing must remain the principal residence throughout the period of affordability. If ownership is transferred voluntarily or involuntarily, or otherwise, during the period of affordability, the home may only be made available for subsequent purchase to a buyer whose household qualifies as low-income and will use the property as a principal residence.

Fair Return on Investment

The City will administer its resale policy to ensure that if the property is sold during the period of affordability, the price at resale provides the original HOME-assisted homebuyer a fair return on investment. Fair return is determined using:

- The original homebuyer's initial investment (down payment);
- Any principal payments made;
- Any capital improvements, documented with receipts provided by the homeowner, including, but not limited to:
- Any additions to the home such as a bedroom, bathroom, or garage;
- Replacement of heating, ventilation, and air conditioning systems;



- Accessibility improvements such as bathroom modifications for disabled or elderly persons, installation of wheelchair ramps and grab bars, any and all of which must have been paid for directly by the homeowner and which were not installed through a federal, state, or locally-funded grant program;
- Outdoor improvements such as a new driveway, walkway, retaining wall or fence; and
- The average change in the Consumer Price Index over the period of ownership.
- http://www.bls.gov/data/inflation_calculator.htm

It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less, or the same price, as the original purchase price.

$$\begin{aligned} &(\text{Down Payment} + \text{Principal Payments} + \text{Capital Improvements}) \times \text{Consumer Price Index} = \text{Fair Return} \\ &\text{Down Payment} + \text{Principal Payments} + \text{Capital Improvements} + \text{Fair Return} = \text{Total Return to the Original Homebuyer} \end{aligned}$$

Affordability to a Range of Buyers

The resale policy will ensure the HOME-assisted unit remains affordable over the entire period of affordability. All HOME-assisted units “designated as affordable units” shall meet the following criteria:

- The subsequent purchaser must be low-income as defined by HOME and occupy the home as his/her primary residence for the remaining years of the affordability period. (However, if the new purchaser receives direct assistance through a HOME-funded program, the affordability period will be recalculated according to the amount of assistance provided);
- The sales price must be affordable to the subsequent purchaser. Affordable is defined as limiting the principal, interest, taxes, and insurance (PITI) amount to no more than 30% of the new purchaser’s household monthly income;
- Under no circumstances may the “affordable” sales price exceed 95% of the median purchase price for the area; and
- The City’s definition of reasonable range of low-income homebuyers are families between 60 to 80 percent of area median income.

Affordability Requirements of the HOME Program

The HOME-assisted requirements state that in order for homeownership housing to qualify as affordable it must:

- Be single-family, modest housing;
- Be acquired by a low-income household as its principal residence;
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided; and



- Consistent with 24 CFR Part 92.254(a)(4), the following minimum period of affordability shall be enforced for homebuyer projects:

| HOME Assistance per Unit | Minimum Period of Affordability |
|--------------------------|---------------------------------|
| Under \$25,000 | 5 years |
| \$25,000 to \$50,000 | 10 years |
| Over \$50,000 | 15 years |

Period of Affordability under Resale

The HOME rule states that the period of affordability is based on the total amount of HOME funds invested in the unit for the original and subsequent homebuyers. This option also ensures that the HOME-assisted unit remains affordable over the entire period of affordability, even if unit is sold to a subsequent new homebuyer.

Enforcement of the Affordability Period

The resale policy will be imposed for the duration of the period of affordability through a written agreement with the homebuyer and will be enforced through the use of a lien, deed restriction, or covenant running with the land. The City will file the lien and/or Deed of Trust with the Harris County Clerk's Office within 30 days of execution, unless otherwise specified per a written agreement or contract with the developer or subrecipient. The lien will specify:

- The length of the affordability period (based on the dollar amount of HOME funds invested in the unit; either 5,10,15 years);
- The home must remain the homebuyer's principal residence throughout the affordability period; and
- The conditions and obligations of the owner, should the owner wish to sell before the end of the affordability period.

The resale policy will be triggered and enforced if any one of the following events occur during the period of affordability:

- The homebuyer sells, transfers or disposes of the property or home whether voluntarily or involuntarily;
- The homebuyer fails to occupy the home as the principal residence; and,
- The homebuyer violates any terms of any Agreements entered into with the City.

EXAMPLE: A person (the "original homebuyer") purchased a home with 10-year affordability period six years ago and now wishes to sell. The original homebuyer's mortgage was \$52,250 at 6.75% interest for 30 years, and has made payments for 72 months. The current mortgage balance is \$48,270. The principal amount paid down so far is \$3,980.

Calculating Fair Return on Investment:



Down payment: The original homeowner was required to put down \$1,000 earnest money at the signing of the sales contract.

Cost of Capital Improvements: The original homeowner had a privacy fence installed four years ago at the cost of \$1,500 and has receipts to document the improvement. A visual inspection confirmed the fence is still in place.

Percentage of Change: The original purchase price for the home was \$55,000 and the amount of developer subsidy was \$25,000, thus requiring the 10-year affordability period.

For the purpose of using the Consumer Price Index (CPI) calculator, the home was purchased in 2009 and will calculate for the same buying power as in 2015. Using the CPI Inflation Calculator, the house would be worth approximately \$60,175.

Calculating the Fair Return to the Original Owner:

| | |
|---|---------|
| Down Payment: | \$1,000 |
| Capital Improvements: | \$1,500 |
| Principal Paid: | \$3,980 |
| Increase in Value per CPI: | \$5,175 |
| \$11,655 Fair Return on Investment | |

In order to realize a fair return to the original homeowner, the sales price must be set at roughly \$60,000 (i.e. \$55,000 [\$3,980 in principal payments made plus remaining mortgage balance of \$48,270] + \$1,000 down payment + \$1,500 capital improvements + \$5,175 CPI increase = \$60,000).

Affordability for a Range of Buyers: If the original homebuyer sets the sales price at \$60,000 to get a fair return on investment, and if current (2015) assumptions are used for front/back ratios, interest rates, insurance, taxes, a 95% Loan-to-Value (LTV) Ratio, etc., the monthly principal, interest, taxes and insurance (PITI) payments would be approximately \$550.

The PITI of \$483 could, in theory, be supported by an annual household income of \$22,000 and not exceed 30% of the subsequent homebuyer's monthly income. The housing costs could be supported more realistically by households with incomes between 50% and 80% MFI. However, with a 95% LTV ratio, most buyers will require down payment assistance which, if HOME funds are used, would create a new affordability period based on the level of the new HOME investment.

If the subsequent homebuyer does not require any HOME subsidy to purchase the home, the affordability period would end in 4 years, at which time the subsequent homebuyer could sell to any buyer at any price.



5.10.2 Recapture Policy

The recapture policy as outlined in 24 CFR Part 92.254(a)(5)(ii)(A)(1) through (7) shall be enforced in cases where HOME funds are provided as a direct subsidy to a homebuyer or homeowner.

The recapture policy will be triggered if any one of the following events occur during the period of affordability:

- The homebuyer/homeowner sells, transfers or disposes of the property or home whether voluntarily or involuntarily;
- The homebuyer/homeowner fails to occupy the home as the principal residence; and
- The homebuyer/homeowner violates any terms of any Agreements entered into with the City.

Recaptured funds as a result of property being sold, rented or vacated within the affordability period must be used for HOME eligible projects. Recaptured funds are not considered program income and cannot be used for planning and administrative costs.

Direct Subsidy

Direct HOME Subsidy is the entire amount of HOME assistance that enabled the homebuyer to buy the home. The direct subsidy includes down payment assistance, closing costs, rehabilitation costs or other HOME assistance provided directly to the homebuyer or homeowner.

Net Proceeds

Net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. The HOME rule limits recapture to available net proceeds, therefore, the City can only recapture what is available from net proceeds.

Affordability Requirements of the HOME Program

The HOME requirements state that in order for homeownership housing to qualify as affordable it must:

- Be single-family, modest housing;
- Be acquired by a low-income family as its principal residence; and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

Consistent with 24 CFR Part 92.254(a)(4), the following minimum period of affordability shall be enforced for homebuyer projects:

| HOME Assistance Per Unit | Minimum Period of Affordability |
|--------------------------|---------------------------------|
| Under \$25,000 | 5 years |
| \$25,000 to \$50,000 | 10 years |
| Over \$50,000 | 15 years |



The HOME requirements state that in order for housing that is currently owned by a family, such as housing that is rehabilitated without acquisition (i.e. owner-occupied housing rehabilitation), to qualify as affordable:

- The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area; and;
- The housing must be the principal residence of the household and qualify as low-income at the time HOME funds are committed to the housing.

Although there is no long-term affordability or occupancy requirements associated with rehabilitation assistance to owner-occupants, the City imposes a separate affordability period for the Housing Rehabilitation Services Program for income eligible, single-family, owner-occupied households. Therefore, households receiving rehabilitation assistance must meet affordability requirements for a specific period of time as determined by the amount of assistance provided, as specified below.

| HOME Assistance to Household | Imposed Period of Affordability |
|------------------------------|---------------------------------|
| Under \$50,000 | 1 year |
| \$50,000 or Greater | 5 years |

For homeowners assisted under the Housing Rehabilitation Services Program, if the last surviving homeowner dies, the imposed affordability period is extinguished and the deferred payment loan will be forgiven in its entirety. A copy of the death certificate shall be provided to the City of Pasadena Community Development Department.

For homeowners assisted under the Housing Rehabilitation Services Program (HRSP), if the homeowner(s), by diagnosis of a doctor, are determined to no longer have the capacity to live independently in their home and are forced to reside in another location for caregiver support, the affordability period is extinguished and the deferred payment loan will be forgiven in its entirety. A written determination made by the doctor or physician, shall be provided to the City of Pasadena CDD.

Enforcement of the Affordability Period

The recapture policy will be enforced through the use of a lien, deed of trust and/or written agreement signed by the homebuyer/homeowner at closing. The lien will specify:

- The length of the affordability period (based on the dollar amount of HOME funds invested in the unit);
- The home must remain the homebuyer/homeowner's principal residence throughout the affordability period; and,



- The conditions and obligations of the homebuyer/ homeowner, should the homebuyer/homeowner wish to sell before the end of the affordability period.

Reduction during the Affordability Period

The City will reduce the amount of direct HOME subsidy on a pro-rata basis for the time the original homebuyer/homeowner has owned and occupied the home, measured against the required affordability period. The pro-rata amount that will be recaptured by the City of Pasadena is determined as follows:

- Divide the number of years (within the affordability period) the original homebuyer occupied the home by the period of affordability, and;
- Multiply the resulting figure by the total amount of direct HOME subsidy originally provided to the homebuyer.

$$\frac{\text{Number of years homebuyer occupied home}}{\text{Total Period of affordability}} \times \text{Total direct HOME subsidy} = \text{Recapture amount}$$

Long Term Affordability

No requirements to subsequent new homebuyer.

EXAMPLE: A homebuyer received \$10,000 of HOME down payment assistance and purchases a home developed with HOME funds for \$10,000 below fair market value. The total direct HOME subsidy to the homebuyer is \$20,000 and requires a 10-year period of affordability. If the homebuyer sells the unit in year 5 of the 10-year period of affordability, the City would forgive 50 percent of the direct HOME subsidy and recapture 50 percent of the direct HOME subsidy, or \$10,000 of the \$20,000 HOME investment, assuming that there are sufficient net proceeds available.

$$\frac{\text{Owner resided in home for 5 years}}{10\text{-year period of affordability}} \times \$20,000 \text{ HOME Investment} = \$10,000 \text{ recaptured}$$



7.5.2 Application Process

Prospective applicants may contact the City of Pasadena CDD to obtain information about assistance provided by the HOME Program. The waiting list for rehabilitation/reconstruction assistance is opened periodically based on the City's receipt of HOME funding allocations. Prior to opening of the waiting list, the CDD will perform outreach activities to advertise the program and encourage potential applicants to apply for assistance. Methods of outreach may include, but are not limited to, public notice, social media and on the City of Pasadena website.

Interested homeowners may complete the Preliminary Application for Housing Rehabilitation Services Program. Upon receipt of the preliminary application, the applicants will be placed on the waiting list in the order in which they are received. Assistance shall be provided on a first come, first served basis.

The CDD shall notify each applicant by email and/or certified mail once his/her preliminary application has been reviewed. The notification shall contain additional information the applicant will need to provide in order to determine if qualifications are met for assistance. Applicants must be responsive in providing required documentation supporting their eligibility. Failure to disclose accurate and complete information in a timely manner may render the applicant ineligible for assistance and applicant shall be dropped from the waiting list. The applicant may submit a new application once the waiting list has reopened, however will not be given priority over others.

The CDD shall review the additional documentation and verification of ownership and income. The process shall include a review of the following:

- Ownership of the property;
- Criminal background check;
- Property taxes are current, deferred, or on an approved payment plan in good standing;
- Property type and location;
- Household income;
- Principal residency; and/or
- Previous assistance received.

Applicants deemed eligible will receive written notification and be contacted by the CDD to discuss next steps. The City as the Participating Jurisdiction, does not anticipate limiting beneficiaries through preferences, rather the City will rely on assisting clients through the determination of income-eligibility. Meeting the eligibility requirements does not guarantee assistance.

Appendix IV

Fair Housing

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



Fair housing and equal opportunity are fundamental principles to creating and sustaining communities in Pasadena. One way the City demonstrates its commitment to these principles is by completing an Analysis of Impediments to Fair Housing Choice (AI). The overall goal of the AI approach is to help communities analyze challenges to fair housing choice and establish goals and priorities to address fair housing barriers. A secondary goal is to help communities move toward an economic opportunity philosophy when making planning and housing policy decisions.

The City of Pasadena has prepared an Analysis of Impediments to Fair Housing Choice (AI) to satisfy the requirements of the Housing and Community Development Act of 1974, as amended to serve as a comprehensive look at fair housing issues in the City of Pasadena. The report includes an analysis of various demographic, economic, and housing indicators; a review of public and private sector policies that affect fair housing; and a review of the City's efforts to create fair housing choice. The City of Pasadena recognizes that there are important steps to mitigate these barriers to affordable housing, including a combination of planning, legal, and financial tools. The recommended actions noted in the table below seek to not only build on existing policies and programs but offer new or expanded actions to stimulate residential investments and increase the supply of affordable housing in the City.

In outlining the vision for the development of the AI, the City sought input from residents, stakeholders, not-for-profit organizations, City staff, and community and government leaders. To this end, the City contacted representatives of various housing organizations, social service agencies, faith-based organizations, and governmental institutions to participate in public meetings and a community survey. The survey contained a range of questions about possible impediments relating to fair housing discrimination, education, and causes. The City of Pasadena administered a citywide survey on residents' and stakeholders' experiences with the local housing market from January 15, 2023 through March 31, 2023. It was available online and circulated on the City website, social media, through neighborhood groups, and at public meetings. The community survey received 83 total responses and the stakeholder survey received six responses. There were several questions in the survey related to housing discrimination perceptions, experiences of discrimination, and reporting of incidents of discrimination.

Findings from this outreach, in addition to the quantitative analysis conducted for the study, were used in the formation of impediments and the highest priority fair housing issues. Key findings identified in the analysis to fair housing choice are:

- Limited Incentives for Lower Cost Housing
- Barriers For People with Disabilities
- No Land Use Zoning
- High Number of Households with Severe Housing Problems
- Large Number of Housing Cost Burdened Households
- Above Average Amount of Crowding
- Reduction in Federal Financial Assistance
- Shortage of Housing Vouchers

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



- Inadequate Staffing for Housing Rehabilitation Program
- Large Homeless Population
- Declining Housing Affordability

The proposed projects and activities listed in the 2025 Annual Action Plan address the goals and priority needs. The City of Pasadena Community Development Department continues to work in improving coordination with various public, private and non-profit groups in the Pasadena community to address the community's priority needs, especially those of targeted low-income persons and special needs populations. The Consolidated Plan objectives represent high priority needs for the City of Pasadena and serve as the basis for the strategic actions used to meet these needs. These goals are listed below in no particular order or ranking:

- Rehabilitation degrading infrastructure to improve mobility and reduce hazardous conditions for Pasadena residents;
- Develop and maintain an adequate supply of safe, sanitary and decent housing that are affordable and accessible to residents within low-income guidelines by utilizing CDBG and HOME funds to assist with housing rehabilitation efforts;
- Reduce homelessness by providing supportive services through local shelters and non-profit agencies; and
- Strengthen neighborhoods by investing in public service activities benefiting the community, including those with special needs.

During the five-year strategic plan, the City will strive to utilize all three funding sources to best provide affordable housing opportunities throughout the community. Funds provided by CDBG will support affordable housing with Housing Rehabilitation Program Administration. The HOME Program will support affordable housing by providing housing rehabilitation services, tenant based rental assistance and homebuyer opportunities to eligible low-income households. Contingent upon receipt, the ESG Program will provide housing opportunities to homeless households through the facilitation of the Rapid Re-housing Program Component administered by subrecipient agencies.

The 2025 Annual Action Plan lists proposed quantifiable goals that will be used to measure progress of the activities at the end of the program year. Information regarding various protected class traits is collected and recorded in IDIS and will assist in determining how the proposed activities helped address the needs of the relevant protected classes. The data gathered varies depending on the project, activity and funding source. Quantifiable goals and other measures are included in the Consolidated Annual Performance Evaluation Report (CAPER) at the end of each reporting period.

The City of Pasadena is committed to providing opportunities for all its citizens, including minorities and non-English speaking persons, to participate in an advisory role in the planning, implementation and assessment of the CDBG and HOME Programs. The City will emphasize the involvement of low-income and moderate-income persons, particularly those living in slum and blighted areas, areas designated as a revitalization area, area where

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



federal funds are proposed to be used, and low-to moderate-income neighborhoods where 51% of the residents are at or below 80% of the area median income (AMI).

The City encourages the participation of local and regional institutions, the Continuum of Care, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies who manage flood prone areas, public land or water resources, and emergency management agencies and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the documents related to the consolidated planning process.

To encourage citizen participation that emphasizes the involvement of low- to moderate-income residents, the City will continue to work with public housing authorities, neighborhood groups, and other organizations representing the City's low- to moderate- income areas and residents.

In order to encourage and support participation of citizens, the City will provide comprehensive information, hold public hearings, and give citizens the opportunity to comment on the City's plan for implementation and assessment of the accomplishments attained utilizing federal funds. Citizen participation is essential for a viable program, and while the final authority for decision-making rests with the City Council, the City recognizes that exchange of information among citizens and elected officials will allow for a stronger, more responsive housing and economic development effort in the City of Pasadena.

During the development of the 2025 Annual Action Plan, the City made efforts to broaden citizen participation by conducting public hearings and/or meetings both in person and simultaneously on virtual platforms. Additionally, information regarding all public hearings was posted to the City webpage to broaden community awareness, however no fair housing complaints were received.

The compliant process and forms are also available on the City of Pasadena website at <http://www.pasadenatx.gov/479/Fair-Housing>.

Listed below are the actions the City of Pasadena anticipates carrying out during the upcoming program year to address the impediments identified in the AI. Many of these fair housing activities are directly related to the projects listed in the 2025 Annual Action Plan, while other fair housing actions are not related to individual projects but instead, are general fair housing education and outreach activities.

ACTION NO. 1: REFORM, REMOVE OR MODIFY REGULATORY BARRIERS TO ADDITIONAL AFFORDABLE HOUSING

During the reporting period, the Community Development Department will advocate for revisions to local ordinances that negatively impact affordable housing and residential investment and provide necessary City staff with recommendations made under the AI. These recommendations can stimulate the rehabilitation and/or conversion of existing buildings to affordable housing and serve, in part, to address the City of Pasadena's lack of land use zoning.

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



ACTION NO. 2: CONSIDER NEW FINANCIAL INCENTIVES FOR AFFORDABLE HOUSING

The City's Housing Rehabilitation Services Program (HRSP), administered through HOME, provides minor to moderate rehabilitation of homes owned and occupied by low to moderate income residents of Pasadena. If rehabilitation needs are too excessive, the City will provide demolition and reconstruction of single – family homes owned and occupied by low- to moderate-income residents of Pasadena. The total amount of financial assistance provided is in the form of a no-interest 100% deferred loan.

ACTION NO. 3: IDENTIFY AND MAKE AVAILABLE SURPLUS PUBLIC LANDS FOR AFFORDABLE HOUSING

The City of Pasadena Community Development Department partners with Habitat for Humanity to construct and sale affordable housing units to low-income families.

As Pasadena seeks to build out, new and expanded development puts more pressure on how its land is used. The fallout from Hurricane Harvey in August 2017 exacerbated the problem by driving higher standards for construction, which limit land use even more. As part of their five-year strategic plan, Pasadena Economic Development Corporation (EDC) intends to advocate for the creation of a tax increment reinvestment zone (TIRZ), which will spur development efforts.

ACTION NO. 4: EXPAND TENANT OUTREACH AND ADOPT EVICTION ASSISTANCE AND PREVENTION MEASURES

Briefing packets are provided to all tenants and landlords who participate in the City's Housing Choice Voucher (HCV) Program. The handbook explains the rights and responsibilities of both the landlord and tenant, guidelines when entering into a new lease, tips for tenants and landlords, and explains the eviction process. Persons who are not homeless but have other special needs, such as a disability, who encounter landlords who may refuse to accommodate request may be assisted by this information.

The City will expand its efforts in the current reporting period by more widely publicizing and distributing the briefing packets in English and Spanish.

ACTION NO. 5: CONTINUE TO INSPECT, ENCOURAGE AND PROMOTE LEAD-BASED PAINT REMOVAL

The City continues to take actions to ensure that all housing programs meet the lead-based paint and disclosure provisions required under Title X. Plans to address lead-based paint hazards include:

- Continued distribution of the "Protect Your Family from Lead in Your Home" pamphlet to program participants and interested parties;
- Continued inspection for potential lead hazard for all houses which receive HUD funds for rehabilitation and households receiving rapid re-housing assistance;
- Continued treatment of identified lead-based paint hazards;

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



- Consults with the Harris County Department of Public Health, Environmental Public Health Division on a quarterly basis to request the names and addresses of all children under the age of six who may have been affected and have Environmental Intervention Blood Lead Levels (EIBLL);
- Training and certification for staff supervising work on projects which require lead-based paint reduction activities; and,
- Enforcement of requirements for lead-based paint inspections by firms performing risk assessments for the City of Pasadena to include a copy of certification to perform risk assessments, copies of risk assessor's state/EPA certification license, copy of analytical laboratory EPA recognition, and copy of risk assessment firm's radiation safety license or registration.

The City will expand its efforts in the current reporting period by more widely publicizing and distributing the "Protect Your Family from Lead in Your Home" pamphlet in English and Spanish to landlords, realtors, lenders and health care providers based in Pasadena.

ACTION NO. 6: INCREASE FUNDING FOR LOCAL HOMELESS PROGRAMS

The City of Pasadena will utilize CDBG funds to provide financial support to local emergency shelters to assist homeless women and children within the Pasadena area transition from homelessness to independent living. CDBG funds will be utilized to support staff costs directly related to the administration of the Homeless Shelter Services. Funds will also pay for the operational costs associated with the homeless shelter.

The City of Pasadena plans to provide financial support to local emergency shelters to assist homeless women, children and victims of domestic violence and sexual abuse. Through case management, multiple services are provided to each homeless individual or family upon entry into the program to assess further needs, such as child care, transportation, counseling and support groups, legal aide, medical services and education services to promote self-sufficiency.

ACTION NO. 7: EXPAND OWNER AND RENTAL REHABILITATION PROGRAMS

The City of Pasadena's housing condition indicates a definite need for owner and rental rehabilitation. The age of the City's housing stock plays a vital role in the housing market. Older units can and will impact the longevity of a housing structure. Rehabilitation efforts will enhance the housing supply thus increasing the accessibility and affordability.

During Program Year 2025, the City will focus efforts on owner rehabilitation. The Housing Rehabilitation Services Program, administered with HOME funds, provides rehabilitation, as well as demolition/reconstruction, of single-family homes owned and occupied by low- to moderate-income residents of Pasadena. These repairs include structural and cosmetic repairs both inside the unit and on the exterior and testing for and remediation of lead-based paint hazards for homes built prior to 1978. The estimated number of income-eligible households to be served during Program Year 2025 is three.

City of Pasadena

Analysis of Impediments to Fair Housing Choice

2025 Annual Action Plan



ACTION NO. 8: CONTINUE PROMOTION OF FAIR HOUSING

The City of Pasadena Community Development Department continuously promotes fair housing choice through the participation in trainings, seminars, community events and workshops. Information materials are available in English and Spanish to all residents and provided to all program participants. Community Development staff attended the 2025 Southeast Harris County Annual Hurricane Workshop and Southeast Regional Local Emergency Planning Committee Community Health and Safety Fair on June 07, 2025 and Madison Jobe Senior Expo on August 13, 2025 to provide information materials and answer questions regarding fair housing.

Furthermore, each April, the Community Development Department partners with the Pasadena Libraries to display books that tackle important topics relating to fair housing, inequality, and discrimination. From children's books celebrating diversity to more advanced reading detailing the history of racist ideas in America, there's something on this list for everyone in the family.

Appendix V

SF424 and Certifications

Application for Federal Assistance SF-424

| | | | | | |
|---|---|---|---|--|--|
| * 1. Type of Submission:
☐ Preapplication
☒ Application
☐ Changed/Corrected Application | | * 2. Type of Application:
☒ New
☐ Continuation
☐ Revision | | * If Revision, select appropriate letter(s):
<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
* Other (Specify):
<div style="border: 1px solid black; height: 15px; width: 100%;"></div> | |
| * 3. Date Received:
<div style="background-color: yellow; border: 1px solid black; height: 15px; width: 100%;"></div> | | 4. Applicant Identifier:
<div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | |
| 5a. Federal Entity Identifier:
<div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | 5b. Federal Award Identifier:
<div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | |
| State Use Only: | | | | | |
| 6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div> | | 7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div> | | | |
| 8. APPLICANT INFORMATION: | | | | | |
| * a. Legal Name: <div style="border: 1px solid black; padding: 2px;">City of Pasadena, TX</div> | | | | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN):
<div style="border: 1px solid black; padding: 2px;">74-6001846</div> | | | * c. UEI:
<div style="border: 1px solid black; padding: 2px;">LJNKC66VKKM5</div> | | |
| d. Address: | | | | | |
| * Street1: | <div style="border: 1px solid black; padding: 2px;">P.O. Box 672</div> | | | | |
| Street2: | <div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | | |
| * City: | <div style="border: 1px solid black; padding: 2px;">Pasadena</div> | | | | |
| County/Parish: | <div style="border: 1px solid black; padding: 2px;">Harris</div> | | | | |
| * State: | <div style="border: 1px solid black; padding: 2px;">TX: Texas</div> | | | | |
| Province: | <div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | | |
| * Country: | <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> | | | | |
| * Zip / Postal Code: | <div style="border: 1px solid black; padding: 2px;">77501-0672</div> | | | | |
| e. Organizational Unit: | | | | | |
| Department Name:
<div style="border: 1px solid black; padding: 2px;">Community Development</div> | | | Division Name:
<div style="border: 1px solid black; padding: 2px;">Community Development</div> | | |
| f. Name and contact information of person to be contacted on matters involving this application: | | | | | |
| Prefix: | <div style="border: 1px solid black; padding: 2px;">Mrs.</div> | * First Name: | <div style="border: 1px solid black; padding: 2px;">Sara</div> | | |
| Middle Name: | <div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | | |
| * Last Name: | <div style="border: 1px solid black; padding: 2px;">Rogers</div> | | | | |
| Suffix: | <div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | | |
| Title: | <div style="border: 1px solid black; padding: 2px;">Director of Housing and Community Development</div> | | | | |
| Organizational Affiliation:
<div style="border: 1px solid black; height: 15px; width: 100%;"></div> | | | | | |
| * Telephone Number: <div style="border: 1px solid black; padding: 2px;">713-475-4910</div> | | Fax Number: <div style="border: 1px solid black; padding: 2px;">713-475-7037</div> | | | |
| * Email: <div style="border: 1px solid black; padding: 2px;">SMZavala@pasadenatx.gov</div> | | | | | |

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

B-25-MC-48-0019

*** Title:**

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2025 CDBG Program for Public Facilities and/or Infrastructure Improvements, Public Service Programs and Program Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant TX-29

* b. Program/Project TX-29

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025

* b. End Date: 09/30/2026

18. Estimated Funding (\$):

| | |
|---------------------|--------------|
| * a. Federal | 1,630,927.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 1,630,927.00 |

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. * First Name: Thomas

Middle Name:

* Last Name: Schoenbein

Suffix:

* Title: Mayor, City of Pasadena, TX

* Telephone Number: 713-475-5501 Fax Number:

* Email: TheMayor@pasadenatx.gov

* Signature of Authorized Representative:

Thomas Schoenbein

* Date Signed: 8-1-29

**Applicant and Recipient
Assurances and Certifications**

U.S. Department of Housing
and Urban Development

OMB Number: 2510-0017
Expiration Date: 1/31/2026

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: (Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature):

*Authorized Representative Name:

Thomas Schoenbein

*Title: Mayor, City of Pasadena, Texas

*Applicant/Recipient Organization:

City of Pasadena, Texas

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing, except an

applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:

Thomas Schoenbein

* Date: (mm/dd/yyyy):

08/01/2025

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Pasadena, TX

* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6001846

* c. UEI:

LJNKC66VKKM5

d. Address:

* Street1:

P.O. Box 672

Street2:

* City:

Pasadena

County/Parish:

Harris

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

77501-0672

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

* First Name:

Sara

Middle Name:

* Last Name:

Rogers

Suffix:

Title:

Director of Housing and Community Development

Organizational Affiliation:

* Telephone Number:

713-475-4910

Fax Number:

713-475-7037

* Email:

SHZavala@pasadenatx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

M-25-MC-48-0220

*** Title**

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2025 HOME Program for Housing Rehabilitation Program, CHDO and Program Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

| | |
|---------------------|---|
| * a. Federal | <input type="text" value="518,697.46"/> |
| * b. Applicant | <input type="text"/> |
| * c. State | <input type="text"/> |
| * d. Local | <input type="text"/> |
| * e. Other | <input type="text"/> |
| * f. Program Income | <input type="text"/> |
| * g. TOTAL | <input type="text" value="518,697.46"/> |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

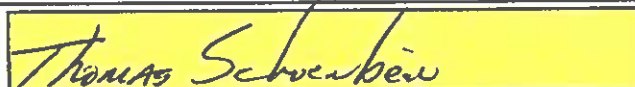
Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

**Applicant and Recipient
Assurances and Certifications**

**U.S. Department of Housing
and Urban Development**

OMB Number: 2510-0017
Expiration Date: 1/31/2026

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: (Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature):

*Authorized Representative Name:

Thomas Schoenbein

*Title: Mayor, City of Pasadena, Texas

*Applicant/Recipient Organization:

City of Pasadena, Texas

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an

applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 7802).

* Signature: 

* Date: (mm/dd/yyyy): 08/01/2025

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

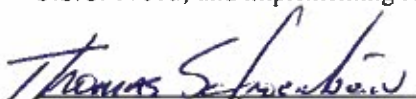
Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official

8-1-25
Date

Mayor, City of Pasadena, Texas

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

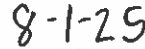
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official



Date

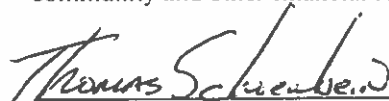
Mayor, City of Pasadena, Texas

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature of Authorized Official

8-1-25
Date

Mayor, City of Pasadena, Texas

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;


Signature of Authorized Official

8-1-25
Date

Mayor, City of Pasadena, Texas

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.