

Pre-Council Conference – January 20, 2026 – 5:30 p.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 20, 2026 – 6:00 p.m.*

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- 1) **CALL TO ORDER**
  - 2) **ROLL CALL OF MEMBERS**
  - 3) **INVOCATION** – Pastor Rudy Santos - Restoration Church
  - 4) **PLEDGES OF ALLEGIANCE** – Councilmember Jonathan Estrada
  - 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** – January 6, 2026 – 10:00 a.m.
- 11) **PRESENTATION OF MINUTES OF SPECIAL MEETINGS**
- 12) **CONTRACT CHANGE ORDERS**
- 13) **PROGRESS PAYMENTS**

**(A)** Contractor: Christensen Building Group  
Estimate No.: Twenty-Three (23)  
Amount: \$154,551.47  
Project: Pasadena Police Annex Building  
Project No.: P010  
Ordinance No.: 2023-247

**(B)** Contractor: D & W Contractors, Inc.  
Estimate No.: Seven (7)  
Amount: \$193,675.74  
Project: 2025 Asphalt Overlay Program  
Project No.: S191  
Ordinance No.: 2025-111

**(C)** Contractor: D & W Contractors, Inc.  
Estimate No.: Eleven (11)  
Amount: \$176,942.54  
Project: 2025 Annual Paving & Drainage Improvements  
Project No.: S142  
Ordinance No.: 2025-003

**(D)** Contractor: D & W Contractors, Inc.  
Estimate No.: Eleven (11)  
Amount: \$16,991.70  
Project: 2025 Annual Paving & Drainage Improvements  
Project No.: D063  
Ordinance No.: 2025-003

**(E)** Contractor: JTR Construction, Inc.  
Estimate No.: One (1)  
Amount: \$328,343.75  
Project: Vince Bayou WWTP Bar Screen Improvement  
Project No.: WW086  
Ordinance No.: 2024-272

- (F)** Contractor: Purcell Construction  
 Estimate No.: Eleven (11)  
 Amount: \$662,122.45  
 Project: Demolition & Reconstruction of Fire Station No. 6  
 Project No.: F011  
 Ordinance No.: 2024-112
  
- (G)** Contractor: T Construction, LLC  
 Estimate No.: Eight (8)  
 Amount: \$150,127.17  
 Project: 2025 Citywide Waterline Replacement  
 Project No.: W074  
 Ordinance No.: 2025-014
  
- (H)** Contractor: T Construction, LLC  
 Estimate No.: Nine (9)  
 Amount: \$87,149.20  
 Project: 2025 Citywide Waterline Replacement  
 Project No.: W074  
 Ordinance No.: 2025-014
  
- (I)** Contractor: Way-Tech, Inc.  
 Estimate No.: Seventeen (17)  
 Amount: \$239,443.46  
 Project: Construction of Fire Station No. 7  
 Project No.: F014  
 Ordinance No.: 2024-113

**14) FINANCE RESOLUTION NO. 2942 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**

**17) CITY BOARDS AND COMMISSIONS REPORTS**

**18) REPORTS OF COMMITTEES**

**19) MAYOR'S REPORT**

- (A) ORDINANCES**

**(1) FINAL READINGS**

**ORDINANCE 2026-001** - 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)**

**ORDINANCE 2026-002** - 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)**

**ORDINANCE 2026-003** - 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)**

**ORDINANCE 2026-004** - 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)**

**ORDINANCE 2026-005** - 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)**

**ORDINANCE 2026-006** - 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)**

**ORDINANCE 2026-007** - 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)**

**ORDINANCE 2026-008** - 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)**

**ORDINANCE 2026-009** - 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)**

**ORDINANCE 2026-010** - 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)**

**ORDINANCE 2026-011** - 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)**

**(2) FIRST READINGS**

**(A)** An Ordinance amending Ordinance 2024-159, which adopted the Annual Budget for the Fiscal Year 2025, for the City of Pasadena, Texas.  
**(BUDGET DEPARTMENT)**

**(B)** An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JTR Constructors, Inc. for the Vince Bayou WWTP Sludge Dewatering Systems Improvements Project (CIP #WW098) for a total appropriation of \$3,985,380.00 to be funded from the Harvey CDBG-DRRP Account 098-33180 and the System Fund Account 390WW098-7998.  
**(PUBLIC WORKS DEPARTMENT)**

**(C)** An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and M.K. Painting, Inc. for the Rodeo Grounds Water System - Est Rehab Project (CIP #W094) for a total appropriation of \$1,964,476.50 to be funded from the System Fund Balance Account 390-33180.  
**(PUBLIC WORKS DEPARTMENT)**

**(D)** An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JC Stonewall Constructors, LP for the Animal Shelter Generator Project (CIP #M062) for a total appropriation of \$414,575.00 from the General CIP Fund Balance Account.  
**(PROJECT DEVELOPMENT)**

**(E)** An Ordinance accepting, approving, and adopting the valuation and assessment of Industrial District properties lying within the extraterritorial jurisdiction of the City of Pasadena for the 2025 tax year; and, based upon the provisions of the contract agreements, distributing the applicable funds in the appropriate general fund accounts of the City; providing for a repealing clause; and containing a severability clause.  
**(CITY CONTROLLER)**

**(F)** 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 \$345,557.00 from the Community Development Block Grant – Mitigation (CDBG- MIT) Account.  
**(PUBLIC WORKS DEPARTMENT)**

**(G)** An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single family home located at 3721 Washington St., Pasadena, Texas, 77503, for a total appropriation of \$253,983.40.  
**(COMMUNITY DEVELOPMENT)**

**(H)** An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single family home located at 911 Leonard St., Pasadena, Texas, 77506, for a total appropriation of \$241,306.55.  
**(COMMUNITY DEVELOPMENT)**

**(I)** 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)**

**(3) EMERGENCY READINGS**

**(4) ISSUANCE OF OBLIGATIONS**

**(B) RESOLUTIONS**

**(A)** A Resolution accepting a donation of \$10,000.00 from Chevron Products Company to be allotted to Volunteer Pasadena for Food Drive 2025.  
**(VOLUNTEER PASADENA)**

**(B)** A Resolution accepting a donation of \$2,500.00 from Occidental Chemical Corporation (OxyChem) for use by Volunteer Pasadena in connection with Food Drive 2025.  
**(VOLUNTEER PASADENA)**

**(C)** A Resolution authorizing the Chief of Police, on behalf of the Pasadena Police Department, to enter into a Memorandum of Understanding (MOU) with GBGC, LLC d/b/a Gulf Coast GunBusters, "GunBusters", a firearm destruction agency, for the purposes of destroying abandoned, unclaimed, forfeited, prohibited weapons, and firearms to be destroyed by court order.  
**(POLICE DEPARTMENT)**

**(D)** A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, General Victim Assistance Grant Program, FY2027 in the amount of \$81,340.98.  
**(POLICE DEPARTMENT)**

**(E)** A Resolution requesting approval for the Pasadena Police Department to apply for the Office of the Governor, Criminal Justice Grant Program FY2027, in the amount of \$100,000.00.

**(POLICE DEPARTMENT)**

**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**

**"Life is really simple, but we insist on making it complicated."**

**~Confucius~**

FINANCE RESOLUTION  
NO. 2942

Date: January 20, 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 20<sup>th</sup> day of January 2026.

APPROVED on this 20<sup>th</sup> day of January 2026

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THOMAS SCHOENBEIN  
Mayor  
City of Pasadena, Texas

ATTEST:

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AMANDA MUELLER  
City Secretary  
City of Pasadena, Texas

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CARI BROWNLEE  
City Attorney  
City of Pasadena, Texas

CITY CONTROLLER'S OFFICE  
CITY OF PASADENA  
ACCOUNTS PAYABLE  
01/07/2026 THROUGH 01/20/2026

AMEGY BANK OF TEXAS

VENDOR #	VENDOR NAME	PURPOSE OF PAYMENT	AMOUNT
L21710	AM FAMILY LIFE ASSURANCE COMPANY	EMPLOYEE DEDUCTIONS	5 11,199.28
L21112	EQUI-VEST LOAN LOCKBOX	EMPLOYEE DEDUCTIONS	1,169.49
L21113	INVESCO INVESTMENT SERVICE INC	EMPLOYEE DEDUCTIONS	150.00
45307	NATIONAL ORGANIZATION FOR STATE	EMPLOYEE DEDUCTIONS	102.20
L21271	OHIO CHILD SUPPORT PAYMENT CENTRAL	EMPLOYEE DEDUCTIONS	70.62
L21739	PASADENA POLICE OFFICERS' UNION	EMPLOYEE DEDUCTIONS	16,301.19
L21742	POLICE AND FIREFIGHTERS ASSOCIATION	EMPLOYEE DEDUCTIONS	4,846.36
L21738	PPOU - LOCAL PAC 1114	EMPLOYEE DEDUCTIONS	558.00
<b>SUBTOTAL - EMPLOYEE DEDUCTION CHECKS MAILED 12.23.25</b>			<b>34,397.14</b>
L21710	AM FAMILY LIFE ASSURANCE COMPANY	EMPLOYEE DEDUCTIONS	13,243.28
L21112	EQUI-VEST LOAN LOCKBOX	EMPLOYEE DEDUCTIONS	1,169.49
L21113	INVESCO INVESTMENT SERVICE INC	EMPLOYEE DEDUCTIONS	150.00
L21271	OHIO CHILD SUPPORT PAYMENT CENTRAL	EMPLOYEE DEDUCTIONS	70.62
L21742	POLICE AND FIREFIGHTERS ASSOCIATION	EMPLOYEE DEDUCTIONS	4,778.64
<b>SUBTOTAL - EMPLOYEE DEDUCTION CHECKS MAILED 1.9.26</b>			<b>19,412.03</b>
37291	PASADENA POLICE DEPARTMENT #13414	CIP SOURCE 25-CI-09	2,750.00
<b>SUBTOTAL - MANUAL CHECK 1.7.26</b>			<b>2,750.00</b>
W46116	AMAYA MILLA, LINDOLFO	UB REFUND	91.38
W46125	AVALOS, JENNIFER	UB REFUND	27.70
W46022	BALDWIN, BONNIE LYNN	UB REFUND	65.14
W46131	BAY OAKS POA, INC	UB REFUND	500.00
W46123	BEAL, CLAYTON OR ESTHER G	UB REFUND	13.50
W46058	BEHNE, HAYDEN N OR	UB REFUND	62.02
W46081	BENAVIDES, VANESSA	UB REFUND	75.56
W46047	BENOIT, MARK ALLEN	UB REFUND	64.25
W46079	BOSE INVESTMENTS	UB REFUND	54.13
W46118	BOSQUES, JOSE ROSENDO	UB REFUND	14.54
W46109	BOURQUE, STEPHANIE ROCHELLE	UB REFUND	62.02
W46045	BREER, SARAH LYNN	UB REFUND	71.50
W46120	BROCK, WILLIAM	UB REFUND	12.50
W46095	BROWN, XAVION DEVAUHN	UB REFUND	91.68
W46104	BURNS CASAMAYOR, VIOLETA	UB REFUND	34.00
W46110	CASTILLO HOUSE RENOVATION GROUP	UB REFUND	116.88
W46076	CASTILLO, MONICA IAME	UB REFUND	88.95
W46088	CATRAN, ASSAF	UB REFUND	13.48
W46016	CHAPAS CARPENTRY	UB REFUND	27.63
W46040	CIV VI DEVELOPMENT	UB REFUND	2,500.00
W46114	CORONA, ALEXANDRA J	UB REFUND	40.59
W46024	COVINGTON, WILLIAM EDWARD	UB REFUND	10.87
W46046	DAVIS, JAYSON ALVIN	UB REFUND	103.87
W46087	DAVIS, MARILYN LYNETTE	UB REFUND	83.48
W46049	DOLLÉNS, CLINTON JAMES	UB REFUND	72.03
W46044	DRYMALLA CONSTRUCTION	UB REFUND	1,531.48
W46078	DURRETT STORAGE CENTER	UB REFUND	125.00
W46107	EAGLE COLORS CONSTRUCTION	UB REFUND	75.43
W46036	EGAS, ALEX GABRIEL	UB REFUND	85.47
W46099	ESPINOSA, LUIS MANUEL	UB REFUND	125.00
W46132	FCL BUILDERS	UB REFUND	500.00
W46102	FERNANDEZ, LINDA ANN	UB REFUND	148.53
W46103	FIRST CALL DRILLING LLC	UB REFUND	1,253.41
W46026	GALLARDO TORRES, ROSA ISELA	UB REFUND	106.54
W46122	GARZA, ESTHEPHANY	UB REFUND	6.75
W46013	GONZALES, EDWARD LEE	UB REFUND	22.41
W46085	GONZALEZ CANO, JEFFERSON L	UB REFUND	108.48
W46086	GRAVITY PLUMBING AND CONSTRUCTION	UB REFUND	150.60
W46100	GUTIERREZ, AKATERINE M	UB REFUND	125.00
W46082	HAGERTY, CHRISTOPHER LEE	UB REFUND	82.36
W46019	HERNANDEZ, SANANDA A	UB REFUND	61.63
W46117	HERNANDEZ, VERONICA	UB REFUND	99.29
W46042	HERRERA, CLAUDIA OCHOA OR RUBEN	UB REFUND	20.46
W46037	HITA, ELVIA ANGELICA	UB REFUND	13.78
W46035	HOLDEN, DIANNA BRABSTON	UB REFUND	80.09
W46069	I.C.S ITZKOWITZ	UB REFUND	116.88
W46091	JASSO'S RENOVATIONS AND CONSTRUCTIO	UB REFUND	69.46
W46054	JOHNSON, ERIN A	UB REFUND	7.21
W46130	JONES, LASONDRA OR	UB REFUND	24.06
W46106	KILEY, FRANK DICORTE	UB REFUND	73.29
W46020	KMB REALTY LLC	UB REFUND	62.98
W46098	KOENIG, CHERYL PEYRONEL	UB REFUND	229.44
W46119	LARA, MARIA I	UB REFUND	67.64
W46057	LARIOS GONZALES, GRISELDA	UB REFUND	57.19

W46025	LONG, LAURIE MCINTYRE	UB REFUND	86.88
W46033	LOPEZ, IGOR RENATO	UB REFUND	26.36
W46126	LOPEZ, MIGUEL ANGEL OR JANIRA J	UB REFUND	82.22
W46093	LUU, CHAU MINH	UB REFUND	61.28
W46070	MARIN CONSTRUCTION & BUILDERS INC	UB REFUND	95.79
W46108	MARTINEZ, JAIME	UB REFUND	66.51
W46111	MORALES, MARY MIRANDA OR	UB REFUND	74.27
W46080	MORALEZ, ALFRED	UB REFUND	81.76
W46129	MORAN MENDOZA, RUBEN ALEJANDRO	UB REFUND	62.76
W46017	MORENO, IRMA IDALIA	UB REFUND	91.27
W46027	MUNGUIA, NORA OR ROEL ORLANDO	UB REFUND	84.48
W46094	NUTT, JOSEPH	UB REFUND	31.46
W46043	OPENDOOR LABS INC	UB REFUND	23.86
W46072	OPENDOOR LABS INC	UB REFUND	47.63
W46097	OPENDOOR LABS INC	UB REFUND	63.02
W46124	OPENDOOR LABS INC	UB REFUND	40.38
W46127	PERRETT, CARLOS JR OR	UB REFUND	25.30
W46056	PONCE, JUAN CARLOS	UB REFUND	67.51
W46015	POTEET, SHANNON MARIE OR CLINTON G	UB REFUND	29.25
W46115	PUEBLA, ARACELY OR	UB REFUND	94.04
W46012	QSL- TEXAS TERMINALS LLC	UB REFUND	300.00
W46112	RAMIREZ, AMY NICOLE	UB REFUND	68.64
W46084	REDO, BRIALE ALANIS	UB REFUND	12.56
W46105	REYES PAZ, FERNANDO	UB REFUND	42.02
W46092	RIBOT, SERGE GREGORY	UB REFUND	125.00
W46023	SALINAS, GABRIEL	UB REFUND	81.09
W46071	SAMUEL, ALEYAMMA	UB REFUND	86.88
W46121	SHAVERS, MARK	UB REFUND	20.48
W46096	SHOWALTER, SHERRI	UB REFUND	61.28
W46052	SJOLANDER, SARA B	UB REFUND	50.34
W46028	SK CAPITAL INVESTMENTS LLC	UB REFUND	83.57
W46077	SMITH, DELORA GAY	UB REFUND	82.36
W46089	SOLIS COMPTON, ANA PATRICIA	UB REFUND	84.48
W46048	STAR 2021-SFR BORROWER L P	UB REFUND	62.98
W46101	SZULANCZYK, SHIRLEY	UB REFUND	40.41
W46061	TORRES, PATRICIA ALEJANDRA	UB REFUND	92.51
W45493	TRAN, THUAN LAP	UB REFUND	500.00
W46113	TREVINO, MARIA AREVALO	UB REFUND	37.56
W46014	VALENCIA, DAISY	UB REFUND	26.99
W46083	VASQUEZ, MARTIN J	UB REFUND	21.87
W46133	VEGA, JOSE I	UB REFUND	51.56
W46041	VILLARREAL, NILDA	UB REFUND	61.98
W46128	VIVE FIT	UB REFUND	225.35
W46021	WFI MANAGEMENT LLC	UB REFUND	80.09
W46034	WILLIAMS, CHERYL	UB REFUND	33.13
W46062	WINAND, ANNA E	UB REFUND	48.05
W46073	ZAYED, EMAD	UB REFUND	92.88

**SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 1.20.26 13,437.65**

42137 BRISEYDA BARAJAS PAL GYM CONTRACTOR 468.00

**SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 1.20.26 468.00**

00010879	A & H WRECKER SERVICE	TOWING CHARGES	2,735.00
9367	A T & T	PHONE CHARGES-DEC	705.16
9367	A T & T	POTS LINE-DEC	243.88
9367	A T & T	ALARM SYSTEM-DEC	121.94
9535	A T & T	VOIP TELEPHONE-DEC	1,669.92
9535	A T & T	INTERNET-JAN	160.00
9535	A T & T	INTERNET-DEC	3,873.77
9535	A T & T	ADI FOR IPFLEX-NOV	615.85
9925	A T & T	MONTHLY SERVICE-DEC	1,002.98
32381	A T & T MOBILITY	PHONE CHARGES-DEC	705.59
00006919	A1 DTS CORPORATION	245-017 TRANSMISSION	1,210.00
00004763	ABC DOORS	GARAGE DOOR REPAIR	301.38
00003905	ACES ANIMAL CARE EQUIPMENT SERVICES	SHELTER SUPPLIES	1,151.67
00010045	ACT PIPE & SUPPLY, INC.	WAREHOUSE INVENTORY	2,679.25
35568	ACTION TOWING, INC	TOWING CHARGES	2,850.00
22567	ACUSHNET COMPANY	GOLF MERCHANDISE	568.49
00010013	ADOLPH KIEFER & ASSOCIATES	LIFEGUARD EQUIPMENT	656.00
00006168	AIRGAS	HELIUM/ARGON RENTAL	85.20
22124	ALLEN AND KERBER AUTO SUPPLY	25-034 REPAIR PARTS	5,664.22
32349	AMAZON CAPITAL SERVICES, INC.	CENTER SUPPLIES	5,590.59
38643	AMCO PUMP MANUFACTURING, LLC	WATER PUMP	41,274.19
00001792	AMERICAN ASSOCIATION OF NOTARIES	NOTARY FEE- C SILLS	108.90
00000509	AMERICAN RED CROSS	23-061 CERTIFICATIONS	799.00
8609	AMERICAN SOLUTIONS FOR BUSINESS	TAX FORMS 2026	1,355.60
41386	AMERITURF, A SERIES OF SCRUGGS	FERTILIZER/SOIL COND.	2,800.50
42987	ANGELOS PIZZA & PASTA	CATERING-12/16	5,155.00
15117	ARMSTRONG FORENSIC LABORATORY INC	FORENSIC EXAMINATION	570.00
10889	ASSOCIATED SUPPLY CO INC.	EQUIPMENT REPAIRS	25,019.56
37484	AT&T MOBILITY-CC	DATA SERVICES-NOV	2,516.00
37484	AT&T MOBILITY-CC	DATA SERVICES-NOV	67.50
37484	AT&T MOBILITY-CC	DATA SERVICES-NOV	186.25

23846	AT&T MOBILITY-FIRST NET	PHONE CHARGES-DEC	101.89
39444	SELECTIVE GIFT INSTITUTE, INC DBA	SERVICE AWARDS	1,425.00
9896	B & B CONSULTING GROUP	18-114 PRETREATMENT	12,500.00
00003730	B & L LOCK AND SAFE INC	MAINTENANCE MATERIALS	39.00
24254	MARIA BARBA	RENTAL DEPOSIT REFUND	212.50
29637	BATTLEGROUND CONCRETE	READY-MIX CONCRETE	901.75
00003689	BAY AREA RENTALS	25-103 CEMENT	1,529.65
00003545	BAYWAY LINCOLN MERCURY	AUTOMOTIVE REPAIRS	1,834.52
9699	BINKLEY & BARFIELD	22-082 TO 11/30/25#39	63,046.92
00020920	BINSWANGER GLASS COMPANY	GLASS REPLACEMENT	460.00
44926	BLUETRITON BRANDS INC	COOLER RENTAL DEC	67.98
00021816	BRODART COMPANY	BOOKS	150.03
37361	BUD KULA MAGIC	MAGICIAN-XMAS PARTY	549.00
14118	BURCO PROMOTIONAL PRINTING	SCORECARDS	1,180.00
26009	BUSINESS FLOORING PARTNERS, LLC	LEGAL DEPT FLOORING	28,895.12
21520	CAPITOL FLAG CO, INC	WAREHOUSE INVENTORY	2,698.75
9420	CARE ATC	PHA'S/LAB EXP-NOV & PHYSICIAN/STAFF-DEC	72,655.20
00030120	CASCO INDUSTRIES INCORPORATED	CLEANING COMPOUND	2,243.00
00004422	CDW GOVERNMENT INC	IPADS	3,628.35
00051420	CENTERPOINT ENERGY	GAS USAGE 11/18-12/18	6,155.44
00030515	CENTRAL POLICE SUPPLY INC	BADGES	220.81
42558	CHARLIE HINDS WRECKER SERVICE INC	TOWING CHARGES	3,125.00
27916	CHARTER TITLE CO	25-256 OLS. LIFT STAT	20,190.00
00003055	CHASTANGS BAYOU CITY FORD TRUCK	25-034 REPAIR PARTS	2,366.27
35708	DAMARIS CHAVEZ	MILEAGE ADVANCE	64.40
40241	CHRISTENSEN BUILDING GROUP, LLC	P010 PD ANNEX BUILDING	154,551.47
00030043	CITY OF HOUSTON	SEWPP-NOV	785,156.57
00030824	CITY OF HOUSTON HEALTH DEPARTMENT	COLIFORM TESTING NOV	2,561.77
21657	CIVICPLUS, INC	SUPPLEMENTATION SUB.	2,058.07
00031205	CLEAR LAKE CITY WATER AUTHORITY	WATER SERVICE-DEC	135.10
12367	COBURNS SUPPLY COMPANY INC.	WAREHOUSE INVENTORY	8,385.30
8608	COMCAST CABLE	CABLE SERVICES-DEC	32.14
8608	COMCAST CABLE	INTERNET-JAN	150.76
8608	COMCAST CABLE	ETHERNET INTERNET-NOV	1,463.00
00031570	CONSOLIDATED TRAFFIC CONTROLS	TRAFFIC SIGNAL EQUIP	2,925.00
39760	DANIEL CRUZ JR	TENNIS PRO FEB	3,915.00
26840	DUBIC ITS, INC	TRAFFIC EQUIPMENT	8,600.00
00000050	D & W CONTRACTORS INC	S191 ASPHALT OVERLAY/S142&D063 DRAINAGE PAVING	387,609.98
00008317	DBS TEXAS	25-162 SHIRTS	8,667.13
00003537	DELL MARKETING LP	25-179 MONITORS	31,289.86
30688	DELTA FIRE & SAFETY DBA	DUTY GEAR	10,507.00
9372	DEPT OF PUBLIC SAFETY AGENCY 405	BACKGROUND CHECKS	5.00
00050420	EADY INC	TOWING CHARGES	2,280.00
42401	ECO-PAN INC	CONCRETE ROLL OFF	390.60
24483	EDMINSTER HINSHAW RUSS & ASSOCIATES	24-002 TO 11/30/25#14	20,687.50
00007351	ELEVATOR TRANSPORTATION SERVICES	ELEVATOR SERVICE CALL	1,946.93
11309	ELLIOTT ELECTRIC SUPPLY	LED LIGHTS	2,963.43
22918	ENTECH CIVIL ENGINEERS, INC	22-044 TO 11/30/25#30	12,943.17
T0812400	ENTERPRISE PRODUCTS OPERATING LLC	REFUND FOR FRANCHISE	21,000.00
43059	ENVISIO SOLUTIONS INC	SOFTWARE SUBSCRIPTION	9,975.00
40692	FAIRMONT PET HOSPITAL	25-035 SPAYS/NEUTERS	5,516.21
00060570	FASTENAL COMPANY	WAREHOUSE INVENTORY	14,951.98
45195	FEDERAL CONTRACTS LLC	MESSAGE BOARDS	37,717.40
00060504	FEDERAL EXPRESS	SHIPPING CHARGES	28.63
42496	FERTITTA CHEVROLET	AUTOMOTIVE REPAIRS	884.27
8916	FIRETRON, INC.	25-072 INSPECTIONS	1,530.75
35098	FLOCK GROUP, INC DBA FLOCK SAFETY	POLE REPLACEMENT	54,500.00
36948	FORTRESS SECURITY LLC DBA OMNI FIRE	ALARM SERVICES NOV	111.52
45569	FRAZER LTD	AMBULANCE VEHICLE	45,000.00
00071522	GALLS INC	UNIFORMS	989.94
31452	WCA WASTE SYSTEM INC DBA	CITIZEN LANDFILL DUMP	1,089.86
31646	IMPACT PROMOTIONAL SERVICES DBA	24-189 UNIFORMS	12,457.35
00070852	GRISWOLD MOWING & LANDSCAPING	WEED MOWING	7,886.00
00071777	GT DISTRIBUTORS INC	AMMUNITION	11,154.13
10344	GULF COAST PET FOODS	DOG AND CAT FOOD	472.47
00080108	HAHN EQUIPMENT CO, INC	LIFT STATION PARTS	10,026.50
00005679	HANCOCK POOL SERVICES INC	EMERGENCY REPAIR	1,340.00
36576	HELFFMAN FORD, INC	25-034 REPAIR PARTS	1,346.78
44959	CARLOS HEREDIA SR.	MILEAGE ADVANCE	277.20
00050524	HUBERT E WALTON	DATA DROP INSTALL	587.00
42807	HOLT TRUCK CENTERS OF TEXAS, LLC	REPAIR PARTS	10,569.23
00005133	HEARST NEWSPAPERS LLC	PUBLICATION	963.00
00002146	HOUSTON FREIGHTLINER -WESTERN STAR	REPLACEMENT PARTS	3,606.53
00191601	HR GREEN INC	ENGINEERING SERVICES	122,253.99
43907	ICS JAIL SUPPLIES, INC	JAIL SUPPLIES	965.34
00007453	IK ENTERPRISES INC DBA FASTSIGNS	YARD SIGNS	1,565.00
39764	INFRAMARK LLC	CAP COVERAGE-JAN	402,295.28
00090140	INKSPOT PRINTING	STICKERS	2,784.00
10743	IS SERVICE	REPLACEMENT PARTS	739.80
10360	IWS GAS AND SUPPLY OF TEXAS	WELDING EQUIPMENT	102.49
16902	JERSON'S CONCRETE	25-103 RDY-MIX CONC	1,430.00

19393	JOHNSON EQUIPMENT COMPANY	BAY DOOR REPAIRS	2,229.40
00007329	KENYA JOHNSON	TUITION REIMBURSEMENT	2,415.76
39498	JTR CONSTRUCTORS, INC	WWW086 VINCE BAYOU SCREEN IMPROV	328,343.75
00003243	K & K TRACTOR SERVICE	25-057 DEMOLITION	28,060.00
9457	KIMBALL MIDWEST	REPAIR PARTS	1,980.22
39649	KING RANCH AG & TURF	MOWING EQUIP. PARTS	1,919.02
46059	FRANK KOLBABA	LICENSE FEES	92.78
23520	LC PERSONNEL INC DBA LABOR FINDERS	PERSONNEL SERVICES	5,856.99
22952	LAKE COUNTRY CHEVROLET, INC	VEHICLES	122,794.00
00030475	LARRY CERNOSEK ENTERPRISES INC	TOWING CHARGES	3,539.00
00007670	LEADSONLINE	SAFEGUARD WARRANTY	42,443.00
17879	LEWIS BRISBOIS BISGAARD & SMITH LLP	38767-5 TO 11/30/25	6,662.90
40811	LEXIPOL, LLC	24-034 SUBSCRIPTION	87,138.40
00002677	LIBERTY EQUIPMENT SALES INC	FUEL PUMP REPAIRS	770.00
00120903	LIBRARY PETTY CASH	PETTY CASH	7.67
33339	LINDE GAS & EQUIPMENT INC	CYLINDER RENTAL	219.15
46064	DOE LINDSAY	RENTAL DEPOSIT REFUND	150.00
00006359	LJA ENGINEERING INC	24-263 ASSESSMENT	21,308.24
00005051	LOWE'S	MISC TOOLS	375.09
34732	SHANNON LOWERY	MILEAGE REIMBURSEMENT	8.66
40526	MAGNET FORENSICS, LLC	TRAINING ANNUAL PASS	9,093.50
00001090	MARTIN ASPHALT	SS-1 TACK OIL	159.50
00001304	MCCOYS BUILDING SUPPLY CENTER	CONCRETE MIX/PALLET	240.24
00007283	MCKINNEY CONSTRUCTION	23-002 TO 10/6/25 FIN	84,273.21
00001203	MEADOR STAFFING	PERSONNEL SERVICES	2,143.35
14589	MERRIAM GROUP LLC DBA ECONOCUTS	25-199 TREE REMOVAL	23,776.94
43625	MES SERVICE COMPANY, LLC	25-169 REPAIRS	3,729.85
00000960	METRO FIRE APPARATUS SPECIALIST	NOZZLE W/PISTOL GRIP	681.42
00001528	MID-AMERICAN RESEARCH CHEMICAL CORP	HALT DEODORIZER	2,668.00
37841	MIDWEST VETERINARY SUPPLY, INC	25-170 ANIMAL MEDS	4,412.81
46067	SARAI MOLINA	RENTAL DEPOSIT REFUND	100.00
45573	MOMAR INC	WAREHOUSE INVENTORY	815.17
00200913	MONUMENT CHEVROLET	25-034 REPAIR PARTS	3,566.72
00007592	CHRISTOPHER MURRAY	TUITION REIMBURSEMENT	582.40
20742	MUSTANG MACHINERY DBA MUSTANG CAT	REPAIR PARTS	2,335.34
34432	NATIONAL COATINGS & SUPPLIES, INC	REPAIR PARTS	235.36
26620	DAVID C NEWELL	BOUNDARY SURVEY	4,250.00
31134	NEXTIVA, INC	CLOUD COMM-JAN	265.89
00002370	NOVUS WOOD GROUP	25-073 GREEN WASTE	1,701.00
45862	OBSDIAN SPEAR GROUP LLC	COMBAT INSTRUCTION	16,000.00
34955	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	4,723.26
18870	OPTUM	JAN 2026-EAP-21162	2,546.60
21443	ORIGINAL WATERMEN INC	LIFEGUARD SWIMSUITS	2,046.32
28171	INTERAMERICAN MOTOR, LLC DBA	25-074 BATTERIES	9,646.17
10009	PASADENA AUTO COLLISION	25-041 VEHICLE REPAIR	13,266.41
9874	PASADENA FENCE COMPANY	FENCING	24,525.00
00162206	PASADENA FIRE DEPARTMENT	MONTHLY CONTRIBUTION	50,000.00
11209	PASADENA HOME CENTER	HARDWARE SUPPLIES	135.63
00160301	PASADENA TRAILER & TRUCK ACCESSORY	REPAIR PARTS	635.25
31539	PAYMENTUS GROUP, INC	BANK CHARGES-NOV	79.85
46066	BLANCA PENA	RENTAL DEPOSIT REFUND	150.00
00001960	PERFORMANCE RADIATOR	REPAIR PARTS	389.99
00160822	PHILLIPS TOWING & RECOVERY	TOWING CHARGES	3,520.00
00161520	POTEET WRECKER SERVICE	TOWING CHARGES	1,520.00
39971	LORI PREISLER	SEC DEPOSIT REF 06714	1,656.50
33936	PRIMARY ARMS, LLC	CHRONOGRAPH	550.87
21726	PROMAXIMA MANUFACTURING, LLC	GYM EQUIP MAINTENANCE	1,665.00
00162113	PUMPS OF HOUSTON, INC	PUMP	67,864.00
42400	PURCELL CONSTRUCTION, INC	F011 FIRE STATION #6	662,122.45
37434	RESILIENT MINDS ON THE FRONT LINES	TRAINING	6,990.00
39931	RETIREE FIRST LLC	INSURANCE PREMIUM-JAN	60,225.00
T1009484	ELIEZER REYES	LICENSE RENEWAL	55.50
11564	RIDLEY'S VACUUM & JANITORIAL	MAINTENANCE MATERIALS	460.88
41767	RISING STAR RECRUITING	PERSONNEL SERVICES	41,260.03
46029	NATALIE RODRIGUEZ	RENTAL DEPOSIT REFUND	100.00
46030	REBECCA RODRIGUEZ	RENTAL DEPOSIT REFUND	150.00
19427	S&S INVESTIGATIONS AND SECURITY, IN	25-025 SEC OFFICERS	7,332.00
00190732	SAM'S CLUB	EVENT FOOD ITEMS	2,147.15
42800	ODELIA SANTILLAN	TUITION REIMBURSEMENT	1,488.80
10460	SAP PUBLIC SERVICES, INC	SAP MAINT RENEWAL	5,473.21
10180	SESAC	SESAC ANNUAL LICENSE	4,146.00
00003135	SHI GOVERNMENT SOLUTIONS, INC.	MS LICENSES	186,742.00
21856	SIDDONS-MARTIN EMERGENCY GROUP	FIRE TRUCK REPAIRS	7,315.55
00190135	SIRCHIE FINGER PRINT LABORATORIES	RED BARRIER TAPE	172.92
24263	SITONEE LANDSCAPE SUPPLY	IRRIGATION PARTS	662.35
46065	PRISCILLA SOZA	RENTAL DEPOSIT REFUND	100.00
18407	SP STARTEX TRUCK & FABRICATION, LLC	VEHICLE PARTS	1,140.00
41162	SPAY-NEUTER ASSISTANCE PROGRAM INC	25-035 SPAYS/NEUTERS	2,186.00
00001583	STATE COMPTROLLER	BIRTH CERTIFICATE FEE	1,641.60
00003869	STATE INDUSTRIAL PRODUCTS	JANITORIAL CLEANERS	168.80
9253	SUPERION, LLC	25-219 SOFTWARE MAINT	205,546.78

45409	SYDH DALLAS INC DBA CERTIFIED	CHRISTMAS LIGHTS FIN	15,593.00
9840	SYSCO HOUSTON	INMATE FOOD	1,281.10
10530	T CONSTRUCTION LLC	W074 CITYWIDE WATERLINE REPLACEMENT	237,276.37
42900	TARTAN OIL LLC	FUEL	79,731.84
41231	TASK CONNECTED SOLUTIONS	TREE LIMB REMOVAL	2,525.00
34067	TAYLOR MADE GOLF COMPANY	GOLF MERCHANDISE	235.37
20869	TETRA TECH, INC	22-074 TO 11/30/25#22	327,896.81
32894	TEXAS MATERIALS GROUP, INC DBA	24-245 ASPHALT	12,772.01
43945	THERMO FLUIDS, INC	RECYCLE OIL/FILTER	447.25
21154	THIS DEERE DOESN'T NAG	WEED & BRUSH CONTROL	200.00
00005305	TML INTERGOVERNMENTAL RISK POOL	INSUR EXP-DEC	74,694.49
00000400	TRAFFIC PARTS INC	SIGNAL PARTS	7,088.20
10664	TRANSUNION	TLOXP DATABASE SEARCH SER	1,260.50
14819	TYLER TECHNOLOGIES, INC.	IMP REMOTE-D PEACHEY	1,480.00
10646	UNIFIRST	FLEET SHOP TOWELS	906.09
34132	UNITEDHEALTHCARE	STD PREMIUMS-DEC	29,462.03
10109	UR INTERNATIONAL INC	TOW TRACKER OCT-DEC	3,120.00
44337	USIO OUTPUT SOLUTIONS INC	25-060 MAIL SERVICE	1,685.49
44337	USIO OUTPUT SOLUTIONS INC	25-060 MAIL SERVICE	19,733.32
43137	MIGUEL VASCONCELOS	RENTAL DEPOSIT REFUND	150.00
00007176	VERIZON WIRELESS	AIRCARD	1,669.55
00007176	VERIZON WIRELESS	AIRCARD	265.93
00007176	VERIZON WIRELESS	AIRCARD	455.88
00007176	VERIZON WIRELESS	AIRCARD	189.95
00007176	VERIZON WIRELESS	AIRCARD	1,633.57
00007176	VERIZON WIRELESS	AIRCARD	189.95
00007176	VERIZON WIRELESS	AIRCARD	531.86
00007176	VERIZON WIRELESS	AIRCARD	819.74
00007176	VERIZON WIRELESS	AIRCARD	766.81
00007176	VERIZON WIRELESS	AIRCARD	873.77
00007176	VERIZON WIRELESS	AIRCARD	379.90
00007176	VERIZON WIRELESS	AIRCARD	455.88
00007176	VERIZON WIRELESS	AIRCARD	607.84
00007176	VERIZON WIRELESS	AIRCARD	151.96
00007176	VERIZON WIRELESS	AIRCARD	531.86
00007176	VERIZON WIRELESS	AIRCARD	179.95
00007176	VERIZON WIRELESS	AIRCARD	1,691.66
23451	VERTIV CORPORATION	MAINTENANCE RENEWAL	23,509.98
00002071	WASTE MANAGEMENT	SERVICE	17,804.85
00002071	WASTE MANAGEMENT	SERVICE	37,071.35
00002071	WASTE MANAGEMENT	SERVICE	50.00
00002071	WASTE MANAGEMENT	SERVICE	439.27
00002071	WASTE MANAGEMENT	SERVICE	1,148.30
00002071	WASTE MANAGEMENT	SERVICE	323.00
00002071	WASTE MANAGEMENT	SERVICE	845.43
00002071	WASTE MANAGEMENT	SERVICE	168.74
00002071	WASTE MANAGEMENT	SERVICE	168.74
00002071	WASTE MANAGEMENT	SERVICE	366.19
00002071	WASTE MANAGEMENT	SERVICE	198.00
00002071	WASTE MANAGEMENT	SERVICE	144.00
00002071	WASTE MANAGEMENT	SERVICE	50.00
00002071	WASTE MANAGEMENT	SERVICE	600.00
00002071	WASTE MANAGEMENT	SERVICE	58.94
26673	WAY-TECH, INC	F014 FIRE STATION #7	239,443.46
00231532	THOMSON REUTERS - WEST	SUBSCRIPTION	585.00
10808	WEX BANK	FUEL PURCHASES-DEC	16,426.01
00007717	GARY WHITE	OOP EXPENSE REIMBURSE	167.96
11059	CHRISTOPHER WILKERSON	TUITION REIMBURSEMENT	862.40
00006749	WORTH HYDROCHEM OF HOUSTON	MAINTENANCE-JAN	1,485.00
26905	XEROX FINANCIAL SERVICES	EQUIPMENT LEASE-NOV	14,961.23
<b>SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 1.20.26</b>			<b>5,959,731.78</b>
<b>PER CHECK REGISTER CK# XX4368 - XX4743</b>			<b>\$ 6,030,196.60</b>

**FOR COUNCIL REVIEW**  
**HOUSING CHOICE VOUCHER PROGRAM UTILITY**

HOUSING DEPARTMENT  
CITY OF PASADENA  
HOUSING CHOICE VOUCHER PROGRAM - UTILITY REIMBURSEMENT  
12/1/2025 THROUGH 12/31/2025

AMEGY BANK OF TEXAS

HOUSING DEPT / NAME	PURPOSE OF PAYMENT	AMOUNT
TX440 KIWANA R JAMES	UTILITY REIMBURSEMENT	5 44.00
TX440 JOI MATTHEWS	UTILITY REIMBURSEMENT	103.00
TX440 SHANAJA Y RICHARDSON	UTILITY REIMBURSEMENT	46.00
TX440 ANGELA D ALANIZ	UTILITY REIMBURSEMENT	66.00
TX440 VERONICA MOHAMAD	UTILITY REIMBURSEMENT	84.00
TX440 CYNTHIA G COLE	UTILITY REIMBURSEMENT	11.00
TX440 GINA M COVARRUBIAS	UTILITY REIMBURSEMENT	138.00
TX440 MARILYN DORSEY	UTILITY REIMBURSEMENT	84.00
TX440 DENISE R GARNER	UTILITY REIMBURSEMENT	11.00
TX440 RAY R MAGALLANES	UTILITY REIMBURSEMENT	39.00
TX440 MELISSA A MARTINEZ	UTILITY REIMBURSEMENT	83.00
TX440 VERONICA ORTIZ	UTILITY REIMBURSEMENT	11.00
TX440 MICHELLE J PATE	UTILITY REIMBURSEMENT	54.00
TX440 TOMMIE B POLK	UTILITY REIMBURSEMENT	61.00
TX440 JOCELYNN SMITH	UTILITY REIMBURSEMENT	58.00
TX440 ULRIKA SMITH	UTILITY REIMBURSEMENT	8.00
TX440 MIRIAM A VILLARREAL	UTILITY REIMBURSEMENT	11.00
TX440 SANDRA WASHINGTON	UTILITY REIMBURSEMENT	54.00
TX440 SONIA GALVAN	UTILITY REIMBURSEMENT	16.00
TX440 AMY L FESTERVAND	UTILITY REIMBURSEMENT	21.00
TX440 MONEK L MASON	UTILITY REIMBURSEMENT	44.00
TX440 BRIANNA J HAROLD	UTILITY REIMBURSEMENT	4.00
TX440 MONICA Y FLEEKES	UTILITY REIMBURSEMENT	94.00
TX440 ELIZABETH M GUZMAN	UTILITY REIMBURSEMENT	19.00
TX440 ANGELEE R SREAL	UTILITY REIMBURSEMENT	35.00
TX440 KIMBERLY M FOREMAN	UTILITY REIMBURSEMENT	25.00
TX440 NORA E DIAZ	UTILITY REIMBURSEMENT	89.00
TX440 KENNETH C MARTIN	UTILITY REIMBURSEMENT	16.00
TX440 ARIEL M HALL	UTILITY REIMBURSEMENT	32.00
TX440 MARISSA ZAPATA	UTILITY REIMBURSEMENT	1.00
TX440 RYNETTE C JOHNSON	UTILITY REIMBURSEMENT	16.00
TX440 KIANTE M HEFLIN	UTILITY REIMBURSEMENT	16.00
TX440 KEYARREA N GRACE	UTILITY REIMBURSEMENT	16.00
TX440 KIERRA D RINGER	UTILITY REIMBURSEMENT	116.00
TX440 TIFFANY R COOPER	UTILITY REIMBURSEMENT	54.00
TX440 TYREKA N ROBINSON	UTILITY REIMBURSEMENT	4.00
TX440 TYTIANNA L DORSEY	UTILITY REIMBURSEMENT	54.00
TX440 MELISSA K CHAMBERS	UTILITY REIMBURSEMENT	19.00
TX440 DA'NARIA S JACKSON	UTILITY REIMBURSEMENT	16.00
TX440 CHALSETTE A PENNAMON	UTILITY REIMBURSEMENT	32.00
TX440 CHANTE MOORE	UTILITY REIMBURSEMENT	16.00
TX440 SANDRA N ALLY	UTILITY REIMBURSEMENT	25.00
TX440 TYTEANA MILES	UTILITY REIMBURSEMENT	32.00
TX440 SYMINTHA ROBINSON	UTILITY REIMBURSEMENT	47.00
TX440 FREDA M SMITH	UTILITY REIMBURSEMENT	117.00
TX440 DAWNTRALL C ODEMS	UTILITY REIMBURSEMENT	16.00
TX440 CHARITIE M FLORES	UTILITY REIMBURSEMENT	16.00
TX440 JASMINE L MILES	UTILITY REIMBURSEMENT	113.00
TX440 LATREKA E LAVIGNE	UTILITY REIMBURSEMENT	104.00
TX440 TABITHA L BRANCH	UTILITY REIMBURSEMENT	79.00
TX440 KAYLA A CRUMP	UTILITY REIMBURSEMENT	64.00
TX440 RICHARD CONTRERAS	UTILITY REIMBURSEMENT	32.00
TX440 DANIELLE R OWENS	UTILITY REIMBURSEMENT	60.00
TX440 DORIS LAWS	UTILITY REIMBURSEMENT	32.00
TX440 DYESHA M TOLBERT	UTILITY REIMBURSEMENT	54.00
TX440 GALDINA P BANDA	UTILITY REIMBURSEMENT	16.00
TX440 DARRIUS D BANKS	UTILITY REIMBURSEMENT	7.00
TX440 EVELYN N TRISTAN	UTILITY REIMBURSEMENT	94.00
TX440 VICTORIA ALANIZ	UTILITY REIMBURSEMENT	13.00
TX440 DESIRA D SALLIE	UTILITY REIMBURSEMENT	54.00
TX440 DEMI L AGUIRRE	UTILITY REIMBURSEMENT	15.00
TX440 MARQUISE L ARMSTRONG	UTILITY REIMBURSEMENT	117.00
TX440 ERNESTINA H HURTADO	UTILITY REIMBURSEMENT	43.00
TX440 CECILIA L FLORES	UTILITY REIMBURSEMENT	93.00
TX440 SELICIA C NUNLEY	UTILITY REIMBURSEMENT	15.00
TX440 CRISTAL GUDINO	UTILITY REIMBURSEMENT	149.00
TX440 EVA R TREVINO	UTILITY REIMBURSEMENT	54.00
TX440 RUBY L DOTSON	UTILITY REIMBURSEMENT	138.00
TX440 MARY MADISON	UTILITY REIMBURSEMENT	1.00
TX440 KLANDRA FARLEY	UTILITY REIMBURSEMENT	109.00
TX440 APRIL V HUGHES	UTILITY REIMBURSEMENT	138.00
TX440 JENNIFER BALDERAS	UTILITY REIMBURSEMENT	152.00

TX440	ALEXIS T HUNT	UTILITY REIMBURSEMENT	157.00
TX440	ALISHA L CUNNINGHAM COLORADO	UTILITY REIMBURSEMENT	117.00
TX440	RAVEN B CHRISTIAN	UTILITY REIMBURSEMENT	115.00
TX440	JAKAYLA M ROBINSON	UTILITY REIMBURSEMENT	99.00
TX440	TIARA L SCOTT	UTILITY REIMBURSEMENT	32.00
TX440	BRITTANY N TAYLOR	UTILITY REIMBURSEMENT	11.00
TX440	JEMETRIA THOMPSON	UTILITY REIMBURSEMENT	54.00
TX440	JESSICA M VALDEZ	UTILITY REIMBURSEMENT	149.00
TX440	IKEISHA R RANDOLPH	UTILITY REIMBURSEMENT	19.00
TX440	WHITNEY LANDHEART	UTILITY REIMBURSEMENT	80.00
TX440	TAQUERIA M PADRON ALLEN	UTILITY REIMBURSEMENT	116.00
TX440	SHALIMAR N WASHINGTON	UTILITY REIMBURSEMENT	103.00
TX440	TIERA MITCHELL	UTILITY REIMBURSEMENT	108.00
TX440	KIYA WILLIAMS	UTILITY REIMBURSEMENT	22.00
TX440	DESTINY A WEAVER	UTILITY REIMBURSEMENT	32.00
TX440	JAMIESHA E GIBSON	UTILITY REIMBURSEMENT	84.00
TX440	SHIRRELLE L BENNETT	UTILITY REIMBURSEMENT	32.00
TX440	LACCARSHA LANDRY	UTILITY REIMBURSEMENT	68.00
TX440	LAURIELLE N MCGEE	UTILITY REIMBURSEMENT	73.00
TX440	SHERIVA R SHED	UTILITY REIMBURSEMENT	77.00
TX440	DJUNA S ANDERSON	UTILITY REIMBURSEMENT	138.00
TX440	VERNASIA E HOLMAN	UTILITY REIMBURSEMENT	77.00
TX440	SHERNEAL D GRAY	UTILITY REIMBURSEMENT	6.00
TX440	VALERIE M PETTIGREW	UTILITY REIMBURSEMENT	16.00
TX440	BREON D RICHARDSON	UTILITY REIMBURSEMENT	176.00
TX440	MONIQUE Y MASON	UTILITY REIMBURSEMENT	47.00
PER CHECK REGISTER CK# XX4744 - XX4851			\$ 5,728.00

Utility reimbursement checks will be mailed following City Council approval.

ITEM ONE  
PERSONNEL REQUESTS

January 20, 2026

A. REGULAR EMPLOYEES

1. RECOMMENDED EMPLOYMENT \*

Celeste Deleon	PT Athletics Pooled Position, Athletics, 15240-2650-1, \$12.50/hr., effective 1/21/26
Natasha Flores	Housing Programs Coordinator, Housing Choice Vouchers, 00062-1970-3, \$1,661.60 b/w, effective 1/21/26
Carlos Garcia Jr.	PT Recreation Attendant, Recreation Centers, 15230-2741-9, \$11.00/hr., effective 1/21/26
Sarah Hernandez	Animal Care Technician II, Animal Rescue & Assistance, 16200-1095-5, \$1,160.00 b/w, effective 1/21/26
Ethan Holt	Utility Worker I, Water Distribution, 30500-3690-10, \$1,160.00 b/w, effective 1/21/26
Dedrick Lewis	Utility Worker I, Water Distribution, 30500-3690-2, \$1,160.00 b/w, effective 1/21/26
Karen Ortiz	Facility Worker I, Civic Center Operations, 15610-1820-2, \$1,184.00 b/w, effective 1/21/26
Christian Richard	Maintenance Technician V, Fleet, 20300-2290-9, \$1,800.00 b/w, effective 1/21/26
Itzel Villarreal-Diaz	Office Assistant I, Police Support, 13540-2430-3, \$1,408.80 b/w, effective 1/21/26

2. NOTICE OF SUSPENSIONS

3. NOTICE OF RESIGNATIONS

Paula Avila	PT Clerical Assistant II, Library, effective 1/8/26
Deangelo Caballero	PT Pooled Aquatics, Aquatics, effective 1/26/26
Ace Ly	PT Pooled Aquatics, Aquatics, effective 1/21/26
Vanessa Garcia Perez	PT Recreation Attendant, Recreation Centers, effective 12/23/25
Esther Sanchez	Office Assistant I, Verne Cox Multi-Purpose Center, effective 1/12/2026

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

Mirthala Cantu

Accounts Receivable Supervisor, City Controller's Office,  
effective 1/2/26

6. NOTICE OF DEATHS

7. ADMINISTRATIVE CHANGES IN FINANCE PERSONNEL

Delete position 10500-1013-1, Accounts Receivable Supervisor, E05, and  
Create position 10500-1013-1, Accounts Receivable Manager, E05, effective 2/2/26

C. ADMINISTRATIVE CHANGES IN PERSONNEL \*

D. INTRODUCTION OF NEW EMPLOYEES

\* Require Approval of Council

**PRE-COUNCIL MEETING  
CITY OF PASADENA**

**January 6, 2026 – 9:30 a.m.**

**MINUTES**

**CALL TO ORDER**

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

***15) PERSONNEL CHANGES:***

Item (D) – Councilmember Valerio asked if the new city employees were being paid while at the council meeting. Mayor Schoenbein stated that they were being paid and that they were in training. Councilmember Valerio questioned the purpose of having the new employees attend the meeting. Short question/answer session followed between Mayor Schoenbein and Councilmember Valerio.

**\*\*NOTE\*\*** At this time, Councilmember Valerio questioned where the other business that was to be brought back up at the January 6<sup>th</sup> meeting was to go on the agenda. Mayor Schoenbein advised that the items were going to be back on the agenda at a future council meeting. Discussion followed between Councilmembers Valerio, Van Houte, Dow, Fusilier Jr., and Heredia Sr.; Mayor Schoenbein, Cari Brownlee, City Attorney, and Amanda Mueller, City Secretary.

***19) – (A)-(2) FIRST READINGS:***

Item (C) – Councilmember Heredia Sr. expressed his concerns regarding the fees being charged for the services of various projects within this agreement; he also shared his concerns regarding the City not contracting with local companies for these types of projects. Discussion followed between Councilmembers Heredia Sr., Dow, Valerio, Van Houte; Mayor Schoenbein, Robin Green, Public Works Director, and Mark Gardemel, Deputy Director of Public Works.

***19) – (B) RESOLUTIONS:***

Item (B) – Councilmember Valerio asked for additional information concerning this item. A question/answer session followed between Councilmembers Valerio and Van Houte, and Cari Brownlee regarding the selection process, background, price comparison to other contracted law firms, and the need for this additional law firm.

**ADJOURNMENT**

9:58 a.m. – Mayor Schoenbein adjourned the Pre-Council Meeting.

**RECORD OF PROCEEDINGS  
CITY OF PASADENA**

January 6, 2026 – 10:05 a.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

PAT VAN HOUTE - District D  
DOLAN DOW - District F  
JOHNNY FUSILIER JR. - District G

Absent – Councilmembers Jonathan Estrada and Aaron E. Styron

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

**INVOCATION** – Karen Wallace, Purchasing Manager

**PLEDGES OF ALLEGIANCE** – Councilmember Pat Van Houte

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

Councilmember Van Houte – Wished everyone a Happy New Year.

Councilmember Dow – Wished everyone a Happy New Year. Recognized the new City employees in the audience. Thanked everyone for supporting the local government.

Councilmember Fusilier Jr. – Wished everyone a good morning and Happy New Year. Welcomed new city employees. Commented that he hopes to have a great year.

Councilmember Heredia Sr. – Wished everyone a Happy New Year and thanked everyone for attending the meeting. Welcomed the new City employees. Gave update on security that has taken place in District A. Noted that recent data shows that the increased presence of police patrol and proactive enforcement has produced a measurable reduction in crime. Thanked the Pasadena Police Department.

Councilmember Valerio – Passed, no comment.

Councilmember Guerrero – Wished everyone a good morning and a Happy New Year. Recognized the new City employees. Thanked the Pasadena Police Department and Pasadena Fire Department for their actions in keeping everyone safe during the holidays.

**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:

Eric Sanchez  
Awnhell 4 G'Zuz  
Robert Jeter III

## **DOCKETED CITY COUNCIL HEARINGS**

### **PRESENTATION OF PROCLAMATIONS, AWARDS, AND COMMUNITY EVENTS**

### **PROPOSALS FOR CITY BUSINESS**

### **PRESENTATION OF MINUTES** – December 16, 2025 – 6:00 p.m.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that the Minutes from the December 16, 2025, Council Meeting be APPROVED. MOTION CARRIED, UNANIMOUS.

### **PRESENTATION OF MINUTES OF SPECIAL MEETING**

### **CONTRACT CHANGE ORDERS**

### **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

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

### **FINANCE RESOLUTION NO. 2941 MISC. CLAIMS & INVOICES**

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Finance Resolution 2941 be APPROVED.

"Abstain" - Councilmember Heredia Sr. abstained from voting on any item on the Finance Resolution having to do with "LJA Engineering" 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 Dow moved, seconded by Councilmember Guerrero, that Personnel Changes (A) and (D) be APPROVED.

Councilmember Guerrero – Welcomed the new employees.

MOTION CARRIED AS FOLLOWS:

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

"Nays" – Councilmember Valerio

**\*\*NOTE\*\*** At this time, Trena White, HR Director, introduced the new employees.

### **MAYORAL APPOINTMENTS**

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

Councilmember Dow moved, seconded by Councilmember Valerio, that Mayoral Appointments (A) be APPROVED.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Valerio, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nays” – Councilmember Guerrero

## **CITY BOARDS AND COMMISSIONS REPORTS**

### **REPORTS OF COMMITTEES**

#### **MAYOR’S REPORT**

#### **ORDINANCES**

#### **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.

Councilmember Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-249 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-250 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-251 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-252 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-253 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-254 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-255 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-256 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

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

“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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-257 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-258 be passed on second and final reading. 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 Guerrero moved, seconded by Councilmember Heredia Sr., that Ordinance 2025-259 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

### **FIRST READINGS**

**ORDINANCE 2026-001** - An Ordinance authorizing and approving a contract with Santos Hernandez for Karate Lessons to be provided through the Parks and Recreation Department.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-001 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-002** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-002 be passed on first reading only.

**MOTION CARRIED AS FOLLOWS:**

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**(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.

Councilmember Dow moved, seconded by Councilmember Valerio, that First Reading (C) be passed on first reading only.

Councilmember Heredia Sr. moved, seconded by Councilmember Guerrero, that First Reading (C) be deferred.

Mayor Schonebein called for a Roll Call vote; **ROLL CALL VOTE CARRIED AS FOLLOWS:**

Councilmember Heredia Sr.	Aye
Councilmember Valerio	Nay
Councilmember Guerrero	Aye
Councilmember Van Houte	Aye
Councilmember Estrada	Absent
Councilmember Dow	Nay
Councilmember Fusilier Jr.	Aye
Councilmember Styron	Absent
Mayor Schoenbein	Nay

Motion to defer Item (C) CARRIED.

**ORDINANCE 2026-003** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-003 be passed on first reading only.

**MOTION CARRIED AS FOLLOWS:**

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-004** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-004 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-005** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-005 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-006** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-006 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-007** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-007 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-008** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-008 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-009** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-009 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-010** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-010 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**ORDINANCE 2026-011** - 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.

Councilmember Dow moved, seconded by Councilmember Valerio, that Ordinance 2026-011 be passed on first reading only.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**\*\*NOTE\*\*** At this time, Councilmember Valerio motioned, seconded by Councilmember Dow, to bring back to the table the unfinished business that the Council voted on to be brought back for consideration on the January 6<sup>th</sup> agenda. Mayor Schoenbein denied Councilmember Valerio’s motion. A short discussion followed between Mayor Schoenbein, Councilmember Valerio, and the City Secretary.

## **EMERGENCY READINGS**

## **ISSUANCE OF OBLIGATIONS**

## **RESOLUTIONS**

**RESOLUTION 2026-001** – 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-foot 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).

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-001 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

"Nay" – Councilmember Valerio

Councilmember Van Houte – Noted that this is a 30-foot drainage easement, not 30 inches as listed on the agenda.

**RESOLUTION 2026-002** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-002 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

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

"Nay" – Councilmember Valerio

**RESOLUTION 2026-003** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-003 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

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

"Nay" – Councilmember Valerio

**RESOLUTION 2026-004** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-004 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

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

"Nay" – Councilmember Valerio

**RESOLUTION 2026-005** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-005 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**RESOLUTION 2026-006** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-006 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**RESOLUTION 2026-007** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-007 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**RESOLUTION 2026-008** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-008 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**RESOLUTION 2026-009** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-009 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

**RESOLUTION 2026-010** – 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.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Resolution 2026-010 be passed, approved, and adopted.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Dow, Fusilier Jr., and Mayor Schoenbein

“Nay” – Councilmember Valerio

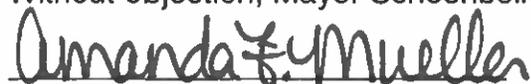
**OTHER BUSINESS**

**EXECUTIVE SESSION**

**ADJOURNMENT BY THE PRESIDING OFFICER**

Mayor Schoenbein – God bless and Happy New Year to everyone.

Without objection, Mayor Schoenbein adjourned the meeting at 10:32 a.m.

  
Amanda F. Mueller, City Secretary

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

2A    NO: 2026-

CAPTION: Amending Ordinance No. 2024-159, which adopted the Annual Budget for the Fiscal Year 2025.

RECOMMENDATIONS & JUSTIFICATION: Recommend the approval of the FY 2025 budget amendment as indicated in Exhibit "A" which will provide funding for City operations.

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

BUDGETED:   
REQUIRES APPROPRIATION:   
See attached Certification

COUNCIL DISTRICT(S) AFFECTED: ALL

		COUNCIL ACTION	
<u>Sherry Womack</u>			
<u>Sherry Womack</u>	<u>DATE: 12/30/2025</u>	<u>FIRST READING:</u>	<u>FINAL READING:</u>
<u>REQUESTING PARTY (TYPED)</u>			
<u>BUDGET DEPARTMENT</u>		<u>MOTION</u>	<u>MOTION</u>
<u>PURCHASING DEPARTMENT</u>		<u>SECOND</u>	<u>SECOND</u>
<u>APPROVED:</u>			
<u>CDR Bromlee</u>		<u>DATE</u>	<u>DATE</u>
<u>CITY ATTORNEY</u>			
<u>Thomas Schenk</u>		<u>DEFERRED:</u>	
<u>MAYOR</u>			

ORDINANCE NO. 2026-\_\_\_\_\_

An Ordinance amending Ordinance No. 2024-159, which adopted the Annual Budget for the Fiscal Year 2025, for the City of Pasadena, Texas.

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, under unusual and unforeseen conditions which may arise and which could not by reasonable diligence, thought and attention have been included in the original budget, to provide for any expenditures in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall be filed with the original budget; and

WHEREAS, the approval of the FY 2025 budget amendment as indicated in Exhibit "A" will provide funding for City operations;  
NOW THEREFORE,

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

SECTION 1. That the General Budget of the City of Pasadena, Texas for the Fiscal Year 2025, as adopted by Ordinance No. 2024-159, as the same may have been heretofore from time to time amended, is hereby further amended as indicated in Exhibit "A", attached hereto and incorporated herein for all purposes, which will provide funding for City operations.

SECTION 2. That except as the same may have been heretofore  
Budget.Revision(FY25)1.7.26

amended and is further amended herein, said Budget as approved and adopted by Ordinance No. 2024-159, shall remain in full force and effect according to its terms and provisions.

SECTION 3. 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 it nonetheless would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that section, subsection, paragraph, sentence, clause, phrase, word or portion 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 the remaining portions shall continue in full force and effect.

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.

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

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND	DIVISION	DEPT	FUND/ DEPT	ACCOUNT	ACCOUNT	INCREASE/ (DECREASE)	EXPLANATION
NAME	NAME	NAME	NUMBER	NUMBER	CATEGORY	AMOUNT	
<b>Internal Service Allocation Adjustments - General Fund</b>							
General Fund	General Govt	Municipal Court	10400	7001	Salaries - Regular	(237,111)	
General Fund	General Govt	Mayor	10200	7305	Bldg Maint Charges	614	
General Fund	General Govt	Budget	10300	7318	Landscape Charges	8	
General Fund	General Govt	Municipal Court	10400	7309	Electrical Charges	5,613	
General Fund	General Govt	Purchasing	10700	7305	Bldg Maint Charges	913	
General Fund	General Govt	City Secretary	10900	7305	Bldg Maint Charges	435	
General Fund	General Govt	Inspections	11600	7305	Bldg Maint Charges	73	
General Fund	General Govt	New City Hall	11725	7309	Electrical Charges	28,635	
General Fund	General Govt	Facilities Management	11727	7305	Bldg Maint Charges	11,487	
General Fund	Public Safety	Fire Fighting	13200	7309	Electrical Charges	12,884	
General Fund	Public Safety	Fire Prevention	13300	7309	Electrical Charges	5,223	
General Fund	Public Safety	Narcotics	13414	7309	Electrical Charges	6,177	
General Fund	Public Safety	Patrol	13421	7309	Electrical Charges	8,498	
General Fund	Public Safety	Motorcycles	13422	7307	EDP Charges	8	
General Fund	Public Safety	SWAT	13424	7303	Vehicle Charges	1	
General Fund	Public Safety	Investigations	13430	7303	Vehicle Charges	3	
General Fund	Public Safety	Detectives	13431	7309	Electrical Charges	3,687	
General Fund	Public Safety	Juvenile	13432	7309	Electrical Charges	730	
General Fund	Public Safety	Gangs	13435	7303	Vehicle Charges	1	
General Fund	Public Safety	Academy	13444	7309	Electrical Charges	8,657	
General Fund	Public Safety	Police Civilian Administration	13510	7303	Vehicle Charges	2	
General Fund	Public Safety	Operations	13520	7315	Warehouse Charges	5	
General Fund	Public Works	Sanitation	14300	7309	Electrical Charges	4,245	
General Fund	Public Works	Street & Bridge	14400	7305	Bldg Maint Charges	2,741	
General Fund	Leisure Services	Parks	15100	7309	Electrical Charges	35,565	
General Fund	Leisure Services	Recreation Administration	15210	7309	Electrical Charges	6,782	
General Fund	Leisure Services	Aquatics	15220	7309	Electrical Charges	7,303	
General Fund	Leisure Services	Recreation Centers	15230	7305	Bldg Maint Charges	18,147	
General Fund	Leisure Services	Athletics	15240	7309	Electrical Charges	28,187	
General Fund	Leisure Services	Civic Center Operations	15610	7305	Bldg Maint Charges	40,351	
General Fund	Health	Health	16100	7309	Electrical Charges	136	

End of Year budget transfers for  
General Fund departments to cover  
final expense adjustments through  
September 2025

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND NAME	DIVISION NAME	DEPT NAME	FUND/DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE/ (DECREASE) AMOUNT	EXPLANATION
Internal Service Allocations - Subtotals							
						0	
						0	
						0	
<b>General Fund Adjustments</b>							
General Fund	General Govt	Other Charges	11800	700101	Salaries - Vac Term Pay	(1,269,049)	
General Fund	General Govt	Other Charges	11800	7009	FICA	(124,667)	
General Fund	General Govt	Municipal Services	11720	7113	Telephone	321	
General Fund	General Govt	New City Hall	11725	7905	Impr Other Than Bldgs	17,900	
General Fund	General Govt	Financing	11801	9921	H Berry/l FEMA Cat A-G	122,047	
General Fund	Public Safety	Emergency Preparedness	13100	7925	Other Equipment	124,680	
General Fund	Public Safety	Code Inspections	13350	7201	Postage	4,194	
General Fund	Public Safety	Code Inspections	13350	7418	Over/Short	12	
General Fund	Public Safety	Police Administration	13411	7201	Postage	4,777	
General Fund	Public Safety	Patrol	13421	718707	City Contribution COPS	716,795	
General Fund	Public Safety	Auto Theft	13433	718706	City Contr MVCPA Grant	40,361	
General Fund	Public Safety	Records	13442	71221	Chase Merchant Svcs	1,798	
General Fund	Public Safety	Academy	13444	71221	Chase Merchant Svcs	249	
General Fund	Public Safety	Investigations	13530	718705	City Contr - VOCA Grnt	29,051	
General Fund	Public Works	Engineering	14100	716101	Subscriptions	115,811	
General Fund	Public Works	Street Lights/Signals	14200	7115	Utilities	13,890	
General Fund	Public Works	Sanitation	14300	7107	Professional Services	184,300	
General Fund	Public Works	Sanitation	14300	7925	Other Equipment	2,975	
General Fund	Leisure Services	Parks	15100	7115	Utilities	8,164	
General Fund	Leisure Services	Aquatics	15220	7418	Over/Short	76	
General Fund	Leisure Services	Civic Center Operations	15610	7115	Utilities	6,053	
General Fund	Leisure Services	Golf Course	15400	7418	Over/Short	261	
General Fund	Health	Animal Rescue	16200	7418	Over/Short	1	
<b>General Fund Sub-totals</b>							
						0	
						0	
						0	

End of Year budget transfers for General Fund departments to cover final expense adjustments through September 2025

**FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL**

FUND	DIVISION	DEPT	FUND/ DEPT	ACCOUNT	ACCOUNT	INCREASE/ (DECREASE)	EXPLANATION
NAME	NAME	NAME	NUMBER	NUMBER	CATEGORY	AMOUNT	
<b>Year End Accrual/Personnel Adjustments - General Fund</b>							
General Fund	General Govt	Other Charges	11800	700101	Salaries - Vac Term Pay	(230,951)	
General Fund	General Govt	Other Charges	11800	700102	Salaries - Sick Term Pay	(1,500,000)	
General Fund	General Govt	Other Charges	11800	700107	Sick Leave Redemption	(365,000)	
General Fund	General Govt	Other Charges	11800	7019	FICA	(22,995)	
General Fund	General Govt	Other Charges	11800	7015	TMRS - Retirement	(586,831)	
General Fund	General Govt	Council	10100	7099	Year End Accrual Adj	1,325	
General Fund	General Govt	Mayor	10200	700102	Salaries - Sick Term Pay	216,396	
General Fund	General Govt	Budget	10300	7099	Year End Accrual Adj	2,973	
General Fund	General Govt	Legal	10800	7099	Year End Accrual Adj	5,881	
General Fund	General Govt	City Secretary	10900	7003	Salaries - Overtime	1,871	
General Fund	General Govt	Human Resources	11100	7099	Year End Accrual Adj	9,625	
General Fund	General Govt	Community Relations	11400	700102	Salaries - Sick Term Pay	158,512	
General Fund	General Govt	Economic Dev Liason	11505	700102	Salaries - Sick Term Pay	39,770	
General Fund	General Govt	Project Development	11700	700101	Salaries - Vac Term Pay	21,952	
General Fund	Public Safety	Emergency Preparedness	13100	7003	Salaries - Overtime	9,889	
General Fund	Public Safety	Police Administration	13411	700102	Salaries - Sick Term Pay	1,002,888	
General Fund	Public Safety	Narcotics	13414	700102	Salaries - Sick Term Pay	36,376	
General Fund	Public Safety	DOT	13425	700107	Sick Leave Redemption	8,165	
General Fund	Public Safety	Detectives	13431	7099	Year End Accrual Adj	139,580	
General Fund	Public Safety	Juvenile	13432	7001	Salaries - Regular	290,931	
General Fund	Public Safety	Gangs	13435	700107	Sick Leave Redemption	2,938	
General Fund	Public Safety	Identification	13441	700107	Sick Leave Redemption	18,257	
General Fund	Public Safety	Auto Theft	13443	7001	Salaries - Regular	148,187	
General Fund	Public Safety	Academy	13444	700108	Hiring Incentive	100,072	
General Fund	Public Safety	Police Civilian Administration	13510	7099	Year End Accrual Adj	1,355	
General Fund	Public Safety	Operations	13520	7003	Salaries - Overtime	312,438	
General Fund	Public Safety	Investigations	13530	7001	Salaries - Regular	4,263	
General Fund	Public Works	Engineering	14100	700102	Salaries - Sick Term Pay	169,728	
General Fund	Leisure Services	Tennis Courts	15250	7001	Salaries - Regular	2,405	
<b>Year End Accrual/Personnel Adjustments - General Fund</b>							
<b>Revenues Increase/(Decrease)</b>						<b>0</b>	
<b>Expenditures Increase/(Decrease)</b>						<b>0</b>	
<b>Fund Balance - Increase/(Decrease)</b>						<b>0</b>	

End of Year budget transfers for  
General Fund departments to cover  
final expense adjustments through  
September 2025

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND NAME	DIVISION NAME	DEPT NAME	FUND/DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE/ (DECREASE) AMOUNT	EXPLANATION
<b>Special Purpose Fund 006 Adjustments</b>							
Special Purpose Fund	Special Purpose Fund	Gen Gov't Special Purpose	61000	451010	Other Revenues - Gen Gov't	65,577	
Special Purpose Fund	Special Purpose Fund	Gen Gov't Special Purpose	61000	724510	Misc. - Gen Gov't	65,577	
Special Purpose Fund	Special Purpose Fund	Pub Sfty Special Purpose	63000	451013	Other Revenues - Pub Sfty	35,738	
Special Purpose Fund	Special Purpose Fund	Pub Sfty Special Purpose	63000	724513	Misc. - Pub Sfty	35,738	
Special Purpose Fund	Special Purpose Fund	P&R Special Purpose	65000	451015	Other Revenues - P&R	107,198	
Special Purpose Fund	Special Purpose Fund	P&R Special Purpose	65000	724515	Misc. - P&R	107,198	
Special Purpose Fund	Special Purpose Fund	Health Special Purpose	66000	451016	Other Revenue - Health	110,482	
Special Purpose Fund	Special Purpose Fund	Health Special Purpose	66000	724516	Misc. - Health	110,482	
Special Purpose Fund	Special Purpose Fund	Library Special Purpose	67000	451017	Other Revenues - Library	2,500	
Special Purpose Fund	Special Purpose Fund	Library Special Purpose	67000	724517	Misc. - Library	2,500	
			<b>Special Purpose Fund - Sub-total</b>				
					<b>Revenues Increase/(Decrease)</b>	<b>321,495</b>	
					<b>Expenditures Increase/(Decrease)</b>	<b>321,495</b>	
					<b>Fund Balance - Increase/(Decrease)</b>	<b>0</b>	
<b>Maintenance Fund Adjustments</b>							
Maintenance Fund	Maintenance	Fleet	20300	7237	Petroleum Products	(376,448)	
Maintenance Fund	Maintenance	Radio Services	20130	7003	Salaries - Overtime	340	
Maintenance Fund	Maintenance	Radio Services	20130	7309	Electrical Charges	797	
Maintenance Fund	Maintenance	Warehouse	20200	7309	Electrical Charges	4,985	
Maintenance Fund	Maintenance	Fleet	20300	700101	Salaries - Vac Term Pay	199,541	
Maintenance Fund	Maintenance	Janitorial	20420	700102	Salaries - Sick Term Pay	170,391	
Maintenance Fund	Maintenance	Janitorial	20420	7305	Bldg Maint Charges	394	
			<b>Maintenance Fund Sub-totals</b>				
					<b>Revenues Increase/(Decrease)</b>	<b>0</b>	
					<b>Expenditures Increase/(Decrease)</b>	<b>0</b>	
					<b>Fund Balance - Increase/(Decrease)</b>	<b>0</b>	

End of Year budget transfers required by auditors to recognize revenue and expenses of Special Fund accounts(donation accounts, etc.) through September 2025

End of Year budget transfers for Maintenance Fund departments to cover final expense adjustments through September 2025

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND NAME	DIVISION NAME	DEPT NAME	FUND/DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE/ (DECREASE) AMOUNT	EXPLANATION	
<b>System Fund Adjustments</b>								
System Fund	Public Works	WW Maintenance	30400	7205	Maintenance Materials	(37,356)	End of Year budget transfers for	
System Fund	Public Works	WW Collection	30200	7309	Electrical Charges	664	System Fund departments to cover	
System Fund	Public Works	WW Plants	30300	7305	Bldg Maint Charges	33,305	final expense adjustments through	
System Fund	Public Works	WW Maintenance	30400	7309	Electrical Charges	3,387	September 2025	
<b>System Fund Sub-total</b>								
Revenues Increase/(Decrease)							0	
Expenditures Increase/(Decrease)							0	
Fund Balance - Increase/(Decrease)							0	
<b>Debt Service Fund Adjustments</b>								
Debt Service Fund	Debt Service Fund		00041	33180	Fund Balance	(5,963,791)	End of Year budget transfers for	
Debt Service Fund	Debt Service Fund		00041	8816	Escrow AGT-CUR Refunding	5,907,233	System Fund departments to cover	
Debt Service Fund	Debt Service Fund		00041	9504	Underwriter/Issu Costs	56,558	final expense adjustments through	
<b>Debt Service Fund Sub-total</b>								
Revenues Increase/(Decrease)							0	
Expenditures Increase/(Decrease)							5,963,791	
Fund Balance - Increase/(Decrease)							(5,963,791)	
<b>Hotel/Motel Fund Adjustments</b>								
Hotel/Motel Fund	Hotel/Motel Fund		00064	7925	Other Equipment	(57,831)	End of Year budget transfers to	
Hotel/Motel Fund	Hotel/Motel Fund		00064	700102	Salaries - Sick Term Pay	57,831	cover final expense adjustments	
<b>Hotel/Motel Fund Sub-totals</b>								
Revenues Increase/(Decrease)							0	
Expenditures Increase/(Decrease)							0	
Fund Balance - Increase/(Decrease)							0	

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND	DIVISION	DEPT	FUND/ DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE/ (DECREASE) AMOUNT	EXPLANATION
<b>Worker's Comp Fund Adjustments</b>							
Worker's Comp	General Gov't		00067	7245	Miscellaneous	(74,012)	End of Year budget transfers to cover final expense adjustments through September 2025
Worker's Comp	General Gov't		00067	8803	Insurance Premiums	74,012	
			<b>Worker's Comp Fund - Sub-total</b>			<b>0</b>	
			Revenues Increase/(Decrease)			<b>0</b>	
			Expenditures Increase/(Decrease)			<b>0</b>	
			Fund Balance - Increase/(Decrease)			<b>0</b>	
<b>Health Insurance Fund Adjustments</b>							
Health Insurance	General Gov't		00069	35101	Retained Earnings	(133,667)	End of Year budget transfers to cover final expense adjustments through September 2025
Health Insurance	General Gov't		00069	7099	Year End Accrual Adj	2,408	
Health Insurance	General Gov't		00069	881801	Prescriptions	131,259	
			<b>Health Insurance Fund - Sub-total</b>			<b>0</b>	
			Revenues Increase/(Decrease)			<b>0</b>	
			Expenditures Increase/(Decrease)			<b>133,667</b>	
			Fund Balance - Increase/(Decrease)			<b>(133,667)</b>	
<b>Insurance Fund Adjustments</b>							
Insurance	General Gov't		00070	35101	Retained Earnings	(98,432)	End of Year budget transfers to cover final expense adjustments through September 2025
Insurance	General Gov't		00070	8803	Insurance Premiums	98,432	
			<b>Insurance Fund - Sub-total</b>			<b>0</b>	
			Revenues Increase/(Decrease)			<b>0</b>	
			Expenditures Increase/(Decrease)			<b>98,432</b>	
			Fund Balance - Increase/(Decrease)			<b>(98,432)</b>	

FY 2025 OPERATING BUDGET  
PROPOSED BUDGET AMENDMENT - FINAL

FUND NAME	DIVISION NAME	DEPT NAME	FUND / DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE / (DECREASE) AMOUNT	EXPLANATION
<b>Abandoned Vehicle Fund Adjustments</b>							
Abandoned Vehicle	Public Safety		00200	33180	Fund Balance	(13,385)	End of Year budget transfers to cover final expense adjustments through September 2025
Abandoned Vehicle	Public Safety		00200	7921	Computers	(25,000)	
Abandoned Vehicle	Public Safety		00200	7125	Towing Services	23,097	
Abandoned Vehicle	Public Safety		00200	7411	Auction Expenses	15,288	
			<b>Abandoned Vehicle Fund - Sub-total</b>			<b>0</b>	
			<b>Revenues Increase/(Decrease)</b>			<b>13,385</b>	
			<b>Expenditures Increase/(Decrease)</b>			<b>(13,385)</b>	
			<b>Fund Balance - Increase/(Decrease)</b>			<b>(13,385)</b>	
<b>Crime Control &amp; Prevention Fund Adjustments</b>							
CCD	Public Safety		00210	7207	Minor Equipment	(368,371)	End of Year budget transfers to cover final expense adjustments through September 2025
CCD	Public Safety		00210	7017	Group Insurance	368,371	
			<b>Crime Control &amp; Prevention Fund - Sub-total</b>			<b>0</b>	
			<b>Revenues Increase/(Decrease)</b>			<b>0</b>	
			<b>Expenditures Increase/(Decrease)</b>			<b>0</b>	
			<b>Fund Balance - Increase/(Decrease)</b>			<b>0</b>	

1-20-26  
Agenda

# AGENDA REQUEST

ORDINANCE     RESOLUTION

2B NO: 2026-

CAPTION: AWARD CONTRACT TO JTR CONSTRUCTORS, INC. FOR THE VINCE BAYOU WWTP SLUDGE DEWATERING SYSTEMS IMPROVEMENTS PROJECT (CIP# WW098) FOR A TOTAL APPROPRIATION OF \$3,985,380.00 FROM THE HARVEY CDBG-DRRP ACCOUNT 098-33180 AND THE SYSTEM FUND ACCOUNT 390WW098-7998.

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

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

BUDGETED:  COUNCIL DISTRICT(S) AFFECTED: A, B, C, D, E  
REQUIRES APPROPRIATION:   
See attached Certification

*Robin S. Green, Jr.*

Robin S. Green, Jr. DATE: 12/30/2025  
REQUESTING PARTY (TYPED)

### COUNCIL ACTION

*Sherry Womack*

BUDGET DEPARTMENT

FIRST READING:                      FINAL READING:

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Carl Brumlee*

CITY ATTORNEY

DATE

DATE

*Thomas Schaefer*

MAYOR

DEFERRED: \_\_\_\_\_

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: December 30, 2025

AMOUNT: \$3,985,380.00

DEPARTMENT NO: 14100

ACCOUNT NO. 098-33180 & 390WW098-7998

TASK NO.

CIP NO. WW098

PROJECT DESCRIPTION: Award Vince Bayou WWTP Sludge Dewatering Systems  
Improvements Project to JTR Constructors, Inc.

098-33180	\$ 3,795,600.00	(Contract Amount)
390WW098-7998	\$ 189,780.00	(5% Contingency)
	<b>\$ 3,985,380.00</b>	<b>(Total Appropriation)</b>

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

CITY OF PASADENA  
AMENDMENT TO CIP

DATE: January 5, 2026

DEPARTMENT NO: 14100

CIP NO.: WW098

Project Name: VB WWTP Sludge Dewatering System Improv

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

	Adopted Book	Proposed Change
<input type="checkbox"/> New Project		
<input type="checkbox"/> Project Name/Description		
<input type="checkbox"/> Addition to Current Project		
<input checked="" type="checkbox"/> Changes in Funding Source	Wtr & Swr Fund	CDBG-DRRP/Wtr & Swr Fund
<input checked="" type="checkbox"/> Changes in Funding Year	FY 25	FY 26
<input checked="" type="checkbox"/> Over Budget	\$ 3,000,000.00	\$ 3,985,380.00 Construction

Justification/Description: Bids were received for this project and came in higher than anticipated. The City applied for a grant and received an award to fund this project.

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*Sherry Womack*  
\_\_\_\_\_  
Sherry Womack  
Budget & Financial Planning Director

ORDINANCE NO. 2026-\_\_\_\_\_

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and JTR Constructors, Inc. for the Vince Bayou WWTP Sludge Dewatering Systems Improvements Project (CIP# WW098) for a total appropriation of \$3,985,380.00 to be funded from the Harvey CDBG-DRRP Account 098-33180 and the System Fund Account 390WW098-7998.

WHEREAS, staff recommends award of the contract to the lowest responsible bidder; 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 JTR Constructors, Inc. for the Vince Bayou WWTP Sludge Dewatering Systems Improvements Project (CIP# WW098), is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of

payment out of the Harvey CDBG-DRRP Account 098-33180 in the amount of Three Million Seven Hundred Ninety-Five Thousand Six Hundred and No/100 (\$3,795,600.00) Dollars with a 5% contingency out of The System Fund Account 390WW098-7998 in the amount of One Hundred Eighty-Nine Thousand Seven Hundred Eighty and No/100 (\$189,780.00) Dollars for a total amount of Three Million Nine Hundred Eighty-Five Thousand Three Hundred Eighty and No/100 (\$3,985,380.00) Dollars for such contract; 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

**CITY OF PASADENA  
December 16, 2025**

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

**CIP #M062 – Animal Shelter Generator Project**

Bidder	Bid Amount	Date Received	Time Received
Stonewall Constructors	360,500.00	12/15/25	2:51 p.m.

**CIP #WW098 –**

**Vince Bayou WWTP Sludge Dewatering System Improvements**

Bidder	Bid Amount	Date Received	Time Received
Peltier Brothers Construction	3,878,600.00	12/15/25	2:03 p.m.
JTR Constructors	3,795,600.00	12/15/25	2:58 p.m.

**CIP #W094 – Rodeo Grounds Water System -Est. Rehab**

Bidder	Bid Amount	Date Received	Time Received
M.K. Painting, Inc.	1,870,930.00	12/15/25	12:25 p.m.
Classic Protective Coatings, Inc.	2,476,700.00	12/15/25	12:26 p.m.

**ATTENDEES PLEASE SIGN IN**

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Manuel T Chicag	JTR Constructors
Denice morales	COP - Project Development
Marie Estrada	Budget / COP
Richard Peltier	Peltier Brothers Const
Elissa Brown	COP - Engineering



December 19, 2025

Mr. Mark Gardemal, PE  
Deputy Director of Public Works  
City of Pasadena  
Engineering Department  
1149 Ellsworth Dr, 5<sup>th</sup> Floor  
Pasadena, Texas 77506

Re: **Vince Bayou WWTP Sludge Dewatering Improvements; CIP# WW098  
Recommendation of Award**

Dear Mr. Gardemal and Mr. Chavez,

The City of Pasadena (City) received bids for construction of the referenced project on Monday, December 15, 2024, at 4:00 pm. Two (2) Contractors submitted bid proposals for the work and a tabulation of the bids is attached for your review.

The two (2) proposals are summarized as follows:

Contractor	Total Bid
Peltier Brothers Construction, LLC (Peltier)	\$ 3,972,000.00
JTR Constructors, Inc. (JTR)	\$ 3,795,600.00

**Engineer’s Opinion of Probable Construction Cost (EOPCC): \$3,961,000.00**

After reviewing the bid proposals, no mathematical errors were identified in either proposal. JTR Constructors, Inc. is the apparent lowest responsive bidder at \$3,795,600.00. This bid is approximately 4% lower than the Engineer’s Opinion of Probable Construction Cost (EOPCC). The average of the two bids is \$3,731,050.00.

HR Green contacted the apparent low bidder, JTR, and spoke with Tony Gonzalez, President, as well as the second-lowest bidder, Peltier, and spoke with Richard Peltier, General Partner, to review the bids and confirm that all items in the contract documents were addressed. The following summarizes HR Green’s discussions with the Contractors:

JTR:

1. JTR reported no concerns regarding the project schedule and confirmed they have adequate staffing to initiate and complete the work in a timely manner.
2. JTR confirmed a clear understanding and full acceptance of the project scope, stating that all project documentation has been thoroughly reviewed with no outstanding questions, concerns, or exceptions to the project scope and funding requirements.
3. JTR will provide the belt filter press from Alfa Laval, sludge pumps from Penn Valley, belt wash pumps from Ebara/JDC, and polymer feed system from UGSI.
4. JTR will have the following subconsultants: Boyer, Strategic Automation Services, and MAA Mechanical.

Peltier:

1. Peltier indicated full acceptance of the proposed project schedule and confirmed that the necessary personnel and resources will be made available to deliver the work within the required





- timeframe while meeting all funding obligations.
2. Peltier confirmed a clear understanding of the project scope, stating that all project documentation was reviewed while preparing their proposal.
  3. Peltier has noted that all the equipment will be provided by E12 as part of a package including belt filter press from Alfa Laval and polymer feed system from UGSI.
  4. Peltier will have the following sub consultants: Boyer and Strategic Automation Services.

Both contractors acknowledged the critical and time-sensitive nature of the project and indicated acceptance of a Notice to Proceed date around February 17, 2026.

JTR has previously completed project work for the City of Pasadena with HR Green serving as the Engineer of Record at the Vince Bayou WWTP.

Taken together, HR Green recommends awarding the contract to lowest responsive bidder - JTR Constructors, Inc. for their bid amount of \$3,795,600.00, contingent upon the City's favorable review of the pre-qualification documents, front-end documentation, and legal review of the proposal.

Should you have any questions or need additional information, please contact me at 713.338.8030.

Sincerely,

**HR GREEN, INC.**

  
**Kaval Satra, PE**  
Project Manager

Enclosure CC:  
Robin Green, City of Pasadena  
Elissa Brown, City of Pasadena  
Ana Espinoza, City of Pasadena  
Mike Halde, HR Green



City of Pasadena

BIO TABULATION PREPARED BY HR GREEN, INC  
VINCE BAYOU WWTP SLUDGE DEWATERING IMPROVEMENTS  
CITY OF PASADENA  
GLO CONTRACT NUMBER 25-143-014-F580

BIDS RECEIVED: DECEMBER 15, 2025 AT 4:00 PM, BIDS OPENED: DECEMBER 16, 2025 AT 3:00 PM

A. GENERAL REQUIREMENTS		EOPCC		JTR CONSTRUCTORS, INC.		PELIER BROTHERS CONSTRUCTION, LLC		AVERAGE OF THE TWO BIDDERS	
Item Description	QTY	Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity
1. Mobilization	1	LS	1	LS	1	LS	1	LS	1
2. Demobilization	1	LS	1	LS	1	LS	1	LS	1
3. Temporary Facilities and Controls	1	EA	1	EA	1	EA	1	EA	1
4. General PDES requirements, including development and implementation of SWPPP, related construction access, erosion control, sediment control, and other PDES related requirements, including but not limited to: stormwater management plan, erosion control plan, sediment control plan, and other PDES related requirements.	1	LS	1	LS	1	LS	1	LS	1
5. Concrete Truck Washout	1	LS	1	LS	1	LS	1	LS	1
<b>SUBTOTAL FOR GENERAL REQUIREMENTS</b>									
<b>B. SLUDGE DEWATERING IMPROVEMENTS</b>									
1. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
2. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
3. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
4. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
5. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
6. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
7. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
8. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
9. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
10. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
11. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
12. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
13. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
14. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
15. Installation of 12" x 12" x 12" concrete pad for 12" x 12" x 12" concrete pad, including but not limited to: excavation, formwork, rebar, and concrete placement.	1	LS	1	LS	1	LS	1	LS	1
<b>SUBTOTAL FOR SLUDGE DEWATERING IMPROVEMENTS</b>									

Item Description	EOPCC	JTR Constructors, Inc.	Pelier Brothers Construction, LLC
<b>A. SUBTOTAL FOR GENERAL REQUIREMENTS</b>	\$487,000.00	\$211,500.00	\$44,000.00
<b>B. SUBTOTAL FOR SLUDGE DEWATERING IMPROVEMENTS</b>	\$3,254,000.00	\$3,584,100.00	\$3,878,000.00
<b>TOTAL BID FOR VINCE BAYOU SLUDGE DEWATERING IMPROVEMENTS</b>	\$3,741,000.00	\$3,795,600.00	\$3,922,000.00



12-19-2025

END OF DOCUMENT

## REFERENCES

Please list the last 3 Federally Funded Projects your company has worked on and list contact names and numbers within the Agency for Davis Bacon and Section 3. DO NOT list any projects performed for the City of Pasadena.

**Project Name:** Surface Water Treatment Plant Improvement

**Project Amount:** \$3,117,338

**Begin and End Date:** 10 /28/19 - 12/22/21

**Type of Federal Funds:** CDBG FHWA Other: \_\_\_\_\_

**Contracting Agency:** Harris County

**Davis Bacon/Certified Payroll Contact Name:**

**Phone Number:** (832) 927-4781

**E-mail:** n/a

**Section 3 Contact:** n/a

**Name:** n/a

**Phone Number:** n/a

**E-mail:** n/a

**Project Name:** Surface Water Treatment Plant

**Project Amount:** \$358,000

**Begin and End Date:** 01/03/22 – 9/30/22

**Type of Federal Funds:** CDBG FHWA Other: \_\_\_\_\_

**Contracting Agency:** City of Sweeny

**Davis Bacon/Certified Payroll Contact Name:** Nancy Freudenberg

**Phone Number:** n/a

**E-mail:** n/a

**Section 3 Contact:** n/a

**Name:** n/a

**Phone Number:** n/a

**E-mail:** n/a

**Project Name:** Crosby MUD WWTP

**Project Amount:** \$752,700

**Begin and End Date:** 09/18/18 – 10/14/22

**Type of Federal Funds:** CDBG FHWA Other: \_\_\_\_\_

**Contracting Agency:** Harris County

**Davis Bacon/Certified Payroll Contact Name:**

**Phone Number:** (832) 927-4781

**E-mail:** n/a

**Section 3 Contact:** n/a

**Name:** n/a

**Phone Number:** n/a

**E-mail:** n/a

**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

**JTR Constructors, Inc.**

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 and all other bid specifications and documents related thereto, prepared by the Director of Public Works and made a part hereof, and adopted by the City Council of said City, the permanent improvement of:

**PROJECT NAME: VINCE BAYOU WWTP SLUDGE  
DEWATERING SYSTEMS IMPROVEMENTS**

**CIP #WW098**

**CONTRACT AMOUNT: \$3,795,600.00**

**CALENDAR DAYS: 440**

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

**EXHIBIT "A"**

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 56<sup>th</sup> 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

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 contract, 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 provisions 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 obligations 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**

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

20 NO: 2026-

CAPTION: AWARD CONTRACT TO M.K. PAINTING, INC. FOR THE RODEO GROUNDS WATER SYSTEM - EST REHAB (CIP# W094) FOR A TOTAL APPROPRIATION OF \$1,964,476.50 FROM THE SYSTEM 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: H  
REQUIRES APPROPRIATION:   
See attached Certification

		COUNCIL ACTION	
<u>Robin S. Green, Jr.</u> Robin S. Green, Jr. DATE: <u>12/30/2025</u> REQUESTING PARTY (TYPED)		FIRST READING:	FINAL READING:
<u>Sheryl Womack</u> BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<u>Car Broner</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Scherlein</u> MAYOR		DEFERRED: _____	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: December 30, 2025

AMOUNT: \$1,964,476.50

DEPARTMENT NO: 14100

ACCOUNT NO. 390-33180

TASK NO.

CIP NO. W094

PROJECT DESCRIPTION: Award Rodeo Grounds Water System EST Rehab to M.K. Painting, Inc.

	\$ 1,870,930.00 (Contract Amount)
	\$ 93,546.50 (5% Contingency)
	<b>\$ 1,964,476.50 (Total Appropriation)</b>

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

CITY OF PASADENA  
AMENDMENT TO CIP

DATE: January 5, 2026

DEPARTMENT NO: 14100

CIP NO.: W094

Project Name: Rodeo Grounds Water System - EST Rehab

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

	Adopted Book	Proposed Change
<input type="checkbox"/> New Project		
<input type="checkbox"/> Project Name/Description		
<input type="checkbox"/> Addition to Current Project		
<input type="checkbox"/> Changes in Funding Source		
<input checked="" type="checkbox"/> Changes in Funding Year	FY 25	FY 26
<input checked="" type="checkbox"/> Over Budget	\$ 1,000,000.00	\$ 1,964,476.50 Construction

Justification/Description: Bids were received for this project and came in higher than anticipated. Funding is available in the System Fund CIP Account.

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*Sherry Womack*

Sherry Womack  
Budget & Financial Planning Director

ORDINANCE NO. 2026-\_\_\_\_\_

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and M.K. Painting, Inc. for the Rodeo Grounds Water System - Est Rehab Project (CIP #W094) for a total appropriation of \$1,964,476.50 to be funded from the System Fund Balance Account 390-33180.

WHEREAS, staff recommends award of the contract to the lowest responsible bidder; 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 M.K. Painting, Inc. for the Rodeo Grounds Water System - Est Rehab Project (CIP #W094), is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment of One Million Nine Hundred Sixty-Four Thousand Four Hundred Seventy-Six and 50/100 (\$1,964,476.50) Dollars to be funded

from the System Fund Balance Account 390-33180 for such contract; 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

CITY OF PASADENA

December 16, 2025

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

**CIP #M062 – Animal Shelter Generator Project**

Bidder	Bid Amount	Date Received	Time Received
Stonewall Constructors	360,500.00	12/15/25	2:51 p.m.

**CIP #WW098 –**

**Vince Bayou WWTP Sludge Dewatering System Improvements**

Bidder	Bid Amount	Date Received	Time Received
Peltier Brothers Construction	3,878,600.00	12/15/25	2:03 p.m.
JTR Constructors	3,795,600.00	12/15/25	2:58 p.m.

**CIP #W094 – Rodeo Grounds Water System -Est. Rehab**

Bidder	Bid Amount	Date Received	Time Received
M.K. Painting, Inc.	1,870,930.00	12/15/25	12:25 p.m.
Classic Protective Coatings, Inc.	2,476,700.00	12/15/25	12:26 p.m.

**ATTENDEES PLEASE SIGN IN**

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Manuel T Chicas	JTR Constructors
Denice Morales	COP - Project Development
Marie Estrada	Budget / COP
Richard Peltier	Peltier Brothers Const
Elissa Brown	COP - Engineering



December 17, 2025

Mr. Mark Gardemal, PE  
Deputy Director of Public Works  
City of Pasadena  
Engineering Department  
1149 Ellsworth Drive, 2<sup>nd</sup> Floor  
Pasadena, Texas 77506

Re: Recommendation of Award  
Rodeo Grounds Water System Elevated Storage Tank Rehabilitation (CIP No. W094)  
CIP# W094

Dear Mr. Gardemal,

The City of Pasadena (City) opened bids for construction of the referenced project on Tuesday, December 16, 2025 at 3:00 pm. Two (2) Contractors submitted proposals for the work and are summarized as follows (Total Bid Price):

Bidder	Bid Amount Submitted
M.K. Painting, Inc.	\$1,870,930.00
Classic Protective Coatings, Inc.	\$2,476,700.00
<i>Engineer's Estimate</i>	<i>\$1,718,700.00</i>

The enclosed bid tabulation reflects the Total Base Bid price of each contractor.

The bids were checked for any discrepancies or unbalanced bids. Our review of the apparent low bid from M.K. Painting, Inc. shows that the total is 9% above the engineer's estimate. The increase in price was due to the increased unit costs in the Extra Work Bid Items. The Base Bid and EST Rehabilitation Items were consistent with the Engineer's Estimate.

M.K. Painting, Inc. has previously worked on City of Pasadena projects and appears to be qualified to perform the work for this project. HR Green recommends that the project be awarded to M.K. Painting, Inc. for the amount of the Total Base Bid of \$1,870,930.00.

If you have questions or need additional information, please contact me at (713) 338-8041.

Sincerely,

HR GREEN, INC.

Scott L. Cunningham, P.E., CFM  
Project Manager

HRGreen.com

Phone 713.965.9996 Fax 713.965.0044 Toll Free 800.728.7805  
11011 Richmond Avenue, Suite 200, Houston, Texas 77042





**CITY OF PASADENA**  
**BID TABULATION**  
**RODEO GROUNDS WATER SYSTEM**  
**ELEVATED STORAGE TANK REHABILITATION (CIP No. W094)**  
**DATE OF BID: 12/16/2025 DATE OF TABULATION: 12/17/2025**

A. GENERAL BASE BID ITEMS				Engineer's Estimate				M.K. Painting, Inc.				Classic Protective Coatings, Inc.			
ITEM NO.	SPEC. SECTION	DESCRIPTION	Unit	QUANTITY	BID PRICE (\$)	TOTAL COST	BID PRICE (\$)	TOTAL COST	BID PRICE (\$)	TOTAL COST	BID PRICE (\$)	TOTAL COST			
1	1502/1504	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00					
2	1580	PROJECT SIGN	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00					
3	1555	TRAFFIC CONTROL AND REGULATION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00					
4	DWGS	REMOVE AND REPLACE CHAIN LINK FENCE	LF	660	\$ 75.00	\$ 49,500.00	\$ 75.00	\$ 49,500.00	\$ 75.00	\$ 49,500.00					
5	1574	REINFORCED FILTER FABRIC FENCE	LF	1,290	\$ 5.00	\$ 6,450.00	\$ 20.00	\$ 25,800.00	\$ 15.00	\$ 19,350.00					
<b>Total General Base Bid Items</b>						\$ 92,950.00		\$ 89,300.00		\$ 120,350.00					
B. EST REHABILITATION ITEMS															
ITEM NO.	SPEC. SECTION	DESCRIPTION	Unit	QUANTITY	BID PRICE (\$)	TOTAL COST	BID PRICE (\$)	TOTAL COST	BID PRICE (\$)	TOTAL COST					
6	1351, 2136, 9901	Finish and install a totally enclosed painting environment (TEPE) containment system, complete in place. Includes costs of repairing any defects and/or associated maintenance.	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$ 174,670.00	\$ 174,670.00					
7	1351, 2136, 9901	Interior Wet Surface Preparation	SF	11,200	\$ 16.00	\$ 179,200.00	\$ 7.00	\$ 78,400.00	\$ 16.00	\$ 179,200.00					
8	9901	Interior Wet - Stripe and Prime Coat	SF	11,200	\$ 2.20	\$ 24,640.00	\$ 2.00	\$ 22,400.00	\$ 7.00	\$ 78,400.00					
9	9901	Interior Wet - Intermediate Coat	SF	11,200	\$ 1.60	\$ 17,920.00	\$ 2.00	\$ 22,400.00	\$ 5.00	\$ 56,000.00					
10	9901	Interior Wet - Finish Coat	SF	11,200	\$ 1.60	\$ 17,920.00	\$ 2.00	\$ 22,400.00	\$ 5.00	\$ 56,000.00					
11	1351, 2136, 9901	Interior Dry Surface Preparation	SF	4,730	\$ 11.00	\$ 52,030.00	\$ 6.00	\$ 28,380.00	\$ 15.00	\$ 70,950.00					
12	9901	Interior Dry - Stripe and Prime Coat	SF	4,730	\$ 2.40	\$ 11,352.00	\$ 4.00	\$ 18,920.00	\$ 5.00	\$ 23,850.00					
13	9901	Interior Dry - Intermediate Coat	SF	4,730	\$ 1.50	\$ 7,095.00	\$ 2.00	\$ 9,460.00	\$ 4.00	\$ 18,920.00					
14	9901	Interior Dry - Finish Coat	SF	4,730	\$ 1.50	\$ 7,095.00	\$ 2.00	\$ 9,460.00	\$ 4.00	\$ 18,920.00					
15	1351, 2136, 9901	Exterior Surface Preparation	SF	15,930	\$ 11.00	\$ 175,230.00	\$ 6.00	\$ 95,580.00	\$ 17.00	\$ 270,810.00					
16	9901	Exterior Coating - Stripe and Prime Coat	SF	15,930	\$ 2.20	\$ 35,046.00	\$ 4.00	\$ 63,720.00	\$ 6.00	\$ 95,580.00					

17	9901	Exterior Coating - First Intermediate Coat	SF	15,930	\$	1.80	\$	28,674.00	\$	2.00	\$	31,860.00	\$	4.00	\$	63,720.00
18	9901	Exterior Coating - Second Intermediate Coat	SF	15,930	\$	1.10	\$	17,523.00	\$	2.00	\$	31,860.00	\$	5.00	\$	79,650.00
19	9901	Exterior Coating - Finish Coat	SF	15,930	\$	5.00	\$	79,650.00	\$	3.00	\$	47,790.00	\$	6.00	\$	95,580.00
20	2670	Draining, Removal of Tank Sediment, Clean-Up and Disinfection of Tank	LS	1	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	3,500.00	\$	3,500.00
21	DWGS	Remove and dispose of existing G48 roof vent. Patch tank with cover plate. includes associated welding costs in this line item.	LS	1	\$	2,000.00	\$	2,000.00	\$	4,000.00	\$	4,000.00	\$	2,000.00	\$	2,000.00
22	DWGS	Remove 24" diameter fan vent cover. Install proposed G29-A vent on remaining fan vent flange.	LS	1	\$	6,000.00	\$	6,000.00	\$	3,000.00	\$	3,000.00	\$	8,800.00	\$	8,800.00
23	DWGS	Remove and replace inside tank access ladder, include cost of grinding, cleaning and welding in this line item.	LF	40	\$	200.00	\$	8,000.00	\$	50.00	\$	2,000.00	\$	200.00	\$	8,000.00
Total EST Rehabilitation Items																
C. EXTRA BID ITEMS																
ITEM NO.	SPEC. SECTION	DESCRIPTION	Unit	QUANTITY	BID PRICE (\$)	TOTAL COST										
24	5091	Furnish all material, labor, equipment, and appurtenances for "extra welding repair, all weld sizes", complete in place	LF	750	\$	9.00	\$	6,750.00	\$	30.00	\$	22,500.00	\$	45.00	\$	33,750.00
25	5091	Furnish Certified Welder and welding equipment to perform miscellaneous welding for "extra welding man-hours", complete in place	MH	75	\$	75.00	\$	5,625.00	\$	100.00	\$	7,500.00	\$	140.00	\$	10,500.00
26	5091	Furnish Welder Apprentice and welding equipment to perform miscellaneous welding for "extra welding man-hours", complete in place	MH	50	\$	53.00	\$	2,650.00	\$	100.00	\$	5,000.00	\$	115.00	\$	5,750.00
27	15202	Furnish all material, labor, equipment and appurtenances for "extra 6-inch floor or roof patches including welding in place and grinding smooth, complete in place	EA	200	\$	113.00	\$	22,600.00	\$	50.00	\$	10,000.00	\$	110.00	\$	22,000.00
28	15202	Furnish all material, labor, equipment and appurtenances for installing "extra floor plates, all sizes, all thicknesses, including removal and disposal of old plates", including welding and painting, complete in place	LBS	750	\$	15.00	\$	11,250.00	\$	100.00	\$	75,000.00	\$	90.00	\$	67,500.00
29	15202	Furnish all material, labor, equipment and appurtenances for installing "extra shell plates, all sizes, all thicknesses, including removal and disposal of old plates", including welding and painting, complete in place	LBS	750	\$	15.00	\$	11,250.00	\$	100.00	\$	75,000.00	\$	90.00	\$	67,500.00
30	15202	Furnish all material, labor, equipment and appurtenances for installing "extra roof plates, all sizes, all thicknesses, including removal and disposal of old plates", including welding and painting, complete in place	LBS	750	\$	15.00	\$	11,250.00	\$	100.00	\$	75,000.00	\$	80.00	\$	60,000.00
31	15202	Furnish all material, labor, equipment, and appurtenances for "extra structural members, roof rafters, and all supporting structures, all shapes, all sizes, including removal and disposal of old members", complete in place	LBS	1,000	\$	15.00	\$	15,000.00	\$	200.00	\$	200,000.00	\$	70.00	\$	70,000.00
Total Extra Bid Items																
\$ 86,375.00																
\$ 470,000.00																
\$ 337,000.00																

D. ALLOWANCE ITEMS (ONLY AS DIRECTED BY THE CITY OF PASADENA)						
ITEM NO.	SPEC. SECTION	DESCRIPTION	Unit	QUANTITY	BID PRICE (\$)	TOTAL COST
32	SPL	T-MOBILE COORDINATION	ALLOW	1	\$ 100,000.00	\$ 100,000.00
33	SPL	STEEL LEAVES FABRICATION AND INSTALLATION	ALLOW	1	\$ 240,000.00	\$ 240,000.00
34	SPL	ADDITIONAL ENGINEERING DRAWINGS	ALLOW	1	\$ 20,000.00	\$ 20,000.00
35	SPL	TANK REHABILITATION PIT FILLING	HR	10	\$ 500.00	\$ 5,000.00
36	SPL	MURSAL PAINTING	LS	1	\$ 350,000.00	\$ 350,000.00
<b>Total Allowances</b>						\$ 715,000.00

Engineer's Estimate		M.K. Painting, Inc.		Classic Protective Coatings, Inc.	
A. TOTAL FOR GENERAL BASE BID ITEMS:	\$ 92,950.00	-3.9%	\$ 89,300.00	29.5%	\$ 120,350.00
B. TOTAL FOR EST REHABILITATION ITEMS:	\$ 824,375.00	-27.6%	\$ 596,620.00	58.2%	\$ 1,304,350.00
C. TOTAL FOR EXTRA BID ITEMS:	\$ 86,375.00	444.1%	\$ 470,000.00	290.2%	\$ 337,000.00
D. TOTAL FOR ALLOWANCE BASE BID ITEMS:	\$ 715,000.00	0.0%	\$ 715,000.00	0.0%	\$ 715,000.00
<b>TOTAL BASE BID:</b>	<b>\$ 1,718,700.00</b>	<b>8.9%</b>	<b>\$ 1,870,930.00</b>	<b>44.1%</b>	<b>\$ 2,476,700.00</b>

END OF DOCUMENT

**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

M.K. Painting, Inc.

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 and all other bid specifications and documents related thereto, prepared by the Director of Public Works and made a part hereof, and adopted by the City Council of said City, the permanent improvement of:

**PROJECT NAME: RODEO GROUNDS WATER SYSTEM – EST REHAB  
CIP #W094**

**CONTRACT AMOUNT: \$1,870,930.00  
CALENDAR DAYS: 300**

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 56<sup>th</sup> 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

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 or 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 terms 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 contract, 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 word "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 provisions 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 obligations 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**

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

21) NO: 2026-

CAPTION: CONTRACT WITH JC STONEWALL CONSTRUCTORS, LP FOR THE ANIMAL SHELTER GENERATOR PROJECT (CIP # M062) FOR A TOTAL APPROPRIATION OF \$414,575.00 FROM THE GENERAL CIP FUND BALANCE ACCOUNT.

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

*Victor R. Rendon*

#### COUNCIL ACTION

Victor R. Rendon    DATE: 12/30/2025  
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

*Shery Warrach*

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Chitra*

CITY ATTORNEY

DATE

DATE

*Thomas Schoenlein*

MAYOR

DEFERRED:

859 11 10 2025



ORDINANCE NO. 2026-\_\_\_\_\_

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and JC Stonewall Constructors, LP for the Animal Shelter Generator Project (CIP #M062) for a total appropriation of \$414,575.00 from the General CIP Fund Balance Account.

WHEREAS, staff recommends award of the contract to the lowest responsible bidder; 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 JC Stonewall Constructors, LP for the Animal Shelter Generator Project (CIP #M062) for the City of Pasadena, is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment out of the General CIP Fund Balance Account in the amount

of Four Hundred Fourteen Thousand Five Hundred Seventy-Five and No/100 (\$414,575.00) Dollars for such contract; 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.

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

Date: December 17, 2025  
To: City of Pasadena  
1149 Ellsworth Drive, 2<sup>nd</sup> Floor  
Pasadena, Texas 77506  
Re: City of Pasadena  
CIP # M062 - Animal Shelter Generator Project  
**Recommendation of Award**

Dear Council Members,

Bids were received for City of Pasadena – Animal Shelter Generator Project (CIP #M062) on December 16, 2025. One (1) bid was received, the bid is as follows:

<u>Bidder</u>	<u>Total Bid Price</u>
JC Stonewall Constructors, LP	\$360,500.00

*JC Stonewall Constructors, LP* was the only responsive bidder making them the low bidder at \$360,500.00.

The bid has been reviewed and the bidder's qualifications evaluated. In our opinion, **JC Stonewall Constructors, LP** appears to be qualified to complete this project based on their completion of previous projects of similar nature. Therefore, it is recommended that the City of Pasadena award the Animal Shelter Generator Project to **JC Stonewall Constructors, LP** for the total amount of **\$360,500.00**.

Sincerely,



**JARED DEFRANCIS, EIT 1** PROJECT MANAGER  
LJA Engineering - Public Works  
O: 409.833.3363 | D: 409.554.8852 | C: 409.549.9447  
2615 Calder Avenue, Suite 500, Beaumont, TX 77702

**CITY OF PASADENA  
December 16, 2025**

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

**CIP #M062 – Animal Shelter Generator Project**

Bidder	Bid Amount	Date Received	Time Received
Stonewall Constructors	360,500.00	12/15/25	2:51 p.m.

**CIP #WW098 –**

**Vince Bayou WWTP Sludge Dewatering System Improvements**

Bidder	Bid Amount	Date Received	Time Received
Peltier Brothers Construction	3,878,600.00	12/15/25	2:03 p.m.
JTR Constructors	3,795,600.00	12/15/25	2:58 p.m.

**CIP #W094 – Rodeo Grounds Water System -Est. Rehab**

Bidder	Bid Amount	Date Received	Time Received
M.K. Painting, Inc.	1,870,930.00	12/15/25	12:25 p.m.
Classic Protective Coatings, Inc.	2,476,700.00	12/15/25	12:26 p.m.

**ATTENDEES PLEASE SIGN IN**

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Manuel T Chicag	JTR Constructors
Denice morales	COP - Project Development
Marie Estrade	Budget / COP
Richard Peltier	Peltier Brothers Const
Elissa Brown	COP - Engineering



**CITY OF PASADENA**  
**M062 ANIMAL SHELTER GENERATOR PROJECT**  
 BID OPEN: TUESDAY December 16, 2025 - 3:00 PM

**BID TABULATION**

**JC STONEWALL CONSTRUCTORS, LP**  
Houston, TX

NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
<b>BASE UNIT BID ITEMS</b>					
1	MOBILIZATION	1	LS	\$3,000.00	\$3,000.00
2	CONSTRUCTION OF THE PROPOSED NATURAL GAS GENERATOR INCLUDING CONDUIT AND APPERTUNANCES PER DRAWINGS AND SPECIFICATIONS	1	LS	\$238,000.00	\$238,000.00
3	CONSTRUCTION OF THE PROPOSED GENERATOR CONCRETE SLAB AND CMU WALL INCLUDING GATES, SITE PREPARATION, DRAINAGE, AND FOUNDATION PER DRAWINGS AND SPECIFICATIONS	1	LS	\$103,000.00	\$103,000.00
4	PROJECT SIGN	1	EA	\$1,500.00	\$1,500.00
	<b>TOTAL BASE UNIT BID ITEMS</b>				<b>\$345,500.00</b>
<b>CASH ALLOWANCE</b>					
5	CENTERPOINT ENERGY (NEW GAS SERVICE, METER, PERMITS AND FEES)	1	EA	\$5,000.00	\$5,000.00
6	SITE INVESTIGATION & GEOTECHNICAL	1	EA	\$10,000.00	\$10,000.00
	<b>CASH ALLOWANCE TOTAL</b>				<b>\$15,000.00</b>
	<b>BASE UNIT BID ITEM TOTAL:</b>				<b>\$345,500.00</b>
	<b>CASH ALLOWANCE :</b>				<b>\$15,000.00</b>
	<b>TOTAL BID PRICE (BASE BID + CASH ALLOWANCE):</b>				<b>\$360,500.00</b>



**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

**JC STONEWALL CONSTRUCTORS, LP**

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 and all other bid specifications and documents related thereto, prepared by the Director of Project Development and made a part hereof, and adopted by the City Council of said City, the permanent improvement of:

**ANIMAL SHELTER GENERATOR PROJECT**

**CIP # M062**

**CONTRACT AMOUNT: \$360,500.00**

**CALENDAR DAYS: 180**

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 56<sup>th</sup> 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, is 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, not 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 Project Development". Wherever the word "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 PROJECT DEVELOPMENT**

\_\_\_\_\_  
**CONTRACTOR SECRETARY**

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

2E NO: 2026-

**CAPTION:** An Ordinance accepting, approving and adopting the valuation and assessment of Industrial District properties lying within the extraterritorial jurisdiction of the City of Pasadena for the 2025 tax year; and, based upon the provisions of the contract agreements, distributing the applicable funds in the appropriate general fund accounts of the City; providing for a repealing clause; and containing a severability clause.

**RECOMMENDATIONS & JUSTIFICATION:** The subject ordinance authorizes the 2025 tax year billing for the city's various industrial districts. This year's billable amount (see Exhibit "B" in the ordinance) of \$31,461,236 is 7.60% or \$2,209,350 more than last year's calculated amount. Values for a small number of accounts, including some not included in these totals, are yet to be finalized. The ordinance provides that these accounts, values for which will be less than 1% of the total, will be billed in accordance with the rest of this year's industrial district accounts after they have been received from Hugh Landrum & Associates.

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

BUDGETED:

REQUIRES APPROPRIATION:

See attached Certification

		COUNCIL ACTION	
<u>Lindsay Koskiniemi</u> <u>DATE: 12/23/25</u> REQUESTING PARTY (TYPED)		FIRST READING:	FINAL READING:
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<u>Car Brandlee</u> CITY ATTORNEY		DEFERRED: _____	
<u>Thomas Schaeber</u> MAYOR			

**ORDINANCE NO. 2026-\_\_\_\_\_**

**An Ordinance accepting, approving and adopting the valuation and assessment of Industrial District properties lying within the extraterritorial jurisdiction of the City of Pasadena for the 2025 tax year; and, based upon the provisions of the contract agreements, distributing the applicable funds in the appropriate general fund accounts of the City; providing for a repealing clause; and containing a severability clause.**

WHEREAS, the Fair Market Values of all real and personal property lying within the extraterritorial Industrial Districts of the City of Pasadena, Texas for the tax year 2025, as determined by Hugh Landrum & Associates, are Nine Billion Two Hundred Thirty-Eight Million Nine Hundred Twenty-Five Thousand Three Hundred Thirty-Six and No/100 (\$9,238,925,336.00) Dollars;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the Net Market Values as determined by Hugh Landrum & Associates, of all real and personal property lying within the extraterritorial jurisdictions of the City of Pasadena, which are subject to contractual agreements for the tax year 2025 is Eight Billion Seven Hundred Seventy-Three Million One Hundred Twenty-Four Thousand Three Hundred Thirteen and No/100 (\$8,773,124,313.00) Dollars is hereby in all things, accepted, affirmed, approved, and adopted (See Exhibit "A" attached hereto).

SECTION 2. That the in lieu of fees due shall be determined by applying the 2025 rate established by contract to the 2025 values approved in Section 1, based upon the provisions of the applicable contractual agreements (see Exhibit "B" attached hereto).

SECTION 3. That total fees which shall be distributed in the City of Pasadena general fund accounts is Thirty-One Million Four Hundred Sixty-One Thousand Two Hundred Thirty-Six and No/100 (\$31,461,236.00) Dollars (See Exhibit "B" attached hereto).

SECTION 4. That the Mayor or his designee is authorized to approve for billing purposes subsequent additions or adjustments to accounts as recommended by Hugh Landrum & Associates, the total amount of which changes shall not be more than 1% of the value or 1% of the fees referenced herein. Said billings shall be in accordance with the same ordinances and contracts referenced in Section 2.

SECTION 5. That all ordinances or parts of ordinances, if any, in conflict herewith shall be, and the same are hereby expressly repealed to the extent of such conflict only.

SECTION 6. That the City Council of the City of Pasadena, Texas does hereby declare that if any Section, subsection, paragraph, sentence, clause, phrase, word or portions 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 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 of 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.

\_\_\_\_\_  
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 A 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

\_\_\_\_\_  
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

**INDUSTRIAL DISTRICT PAYMENT  
CALCULATION FOR THE YEAR 2025**

<b>STEP 1. Calculate payment due on land and new construction for entire Industrial District.</b>										
Calculate Assessed Value of Industrial District Land and New Construction										
	Fair Market Value	Exemptions	Net Fair Market Value	Assessment Ratio	Assessed Value					
1	Land in Industrial District	\$447,983,693	\$0	\$447,983,693	100%	\$447,983,693				
	Construction Work in Progress on 1/1/2025	\$0	\$0	\$0	0%	\$0				
<b>New Construction Qualified Property</b>										
3	1st Yr. Completed: 1/2/24 thru 1/1/2025	\$353,839,040	\$0	\$353,839,040	5%	\$17,691,952				
4	2nd Yr. Completed: 1/2/23 thru 1/1/2024	\$1,550,497,149	\$0	\$1,550,497,149	20%	\$310,099,430				
5	3rd Yr. Completed: 1/2/22 thru 1/1/2023	\$367,100,070	\$0	\$367,100,070	45%	\$165,195,032				
6	4th Yr. Completed: 1/2/21 thru 1/1/2022	\$62,609,987	\$0	\$62,609,987	60%	\$37,565,992				
7	5th Yr. Completed: 1/2/20 thru 1/1/2021	\$109,210,330	\$0	\$109,210,330	80%	\$87,368,264				
8	Subtotal New Construction:	\$2,443,256,576	\$0	\$2,443,256,576		\$617,920,670				
9		Subtotal - Land and New Construction Assessed Value (Sum Lines 1 and 8)								\$1,065,904,363
10		Payment Rate (\$0.468326 per \$100 Assessed Value)								\$0.00468326
11		<b>Subtotal [A]: Land &amp; New Construction Billable Revenue (Line 9 times Line 10)</b>								<b>\$4,991,907</b>
<b>STEP 2. Calculate revenue generated by applying prior year's Property Base Assessment Rate for Industrial District.</b>										
	Fair Market Value	Exemptions	Net Fair Market Value	Assessment Ratio	Assessed Value					
12	Property Base for Industrial District (Using Assessment Rate from Prior Year)	\$6,347,685,067	465,801,023.00	\$5,881,884,044	94.77%	\$5,574,261,509				
13		Payment Rate for current year (\$0.468326 per \$100 Assessed Value)								\$0.00468326
14		<b>Subtotal [B]: Revenue from the District Property Base in Current Year using Prior Year's Assessment Ratio (Line 12 times Line 13)</b>								<b>\$26,105,716</b>
<b>STEP 3. Calculate the amount of growth or decline in Billable Revenue from the previous year using the results of Steps 1 and 2.</b>										
15	Billable revenue for Land and New Construction (Line 11/[A])									\$4,991,907
16	Billable revenue for Property Base (Line 14/[B])									\$26,105,716
17	<b>Subtotal [C]: Billable Revenue (Line 15 plus Line 16)</b>									\$31,097,623
18	Prior Year's Billable Revenue at the time of calculation									\$28,224,968
19	Billable Revenue Growth/(Decline) (Line 17 less Line 18)									\$2,872,655
20	<b>Subtotal [D]: City/Industry Share of Billable Revenue Growth/(Decline) (Line 19 times 50%)</b>									\$1,436,328

EXHIBIT A

## INDUSTRIAL DISTRICT PAYMENT CALCULATION FOR THE YEAR 2025

STEP 4. Develop current year's Assessment Rate for Property Base necessary to ensure City and industry share equally in growth or decline.		
21	Billable Revenue using Prior Year's Assessment Rate for Property Base (Line 17)	\$31,097,623
22	Less Industry share of growth/(decline) (Line 26/[D])	(\$1,436,328)
23	<b>Subtotal [E]: Adjusted Billable Revenue for Current Year</b> (Line 21 less Line 22)	<b>\$29,661,295</b>
24	Less Billable revenue for Land and New Construction (Line 11/[A])	(\$4,991,907)
25	Billable Revenue Due from Property Base (Line 23 plus Line 24)	\$24,669,388
26	Payment Rate for Current Year (Dollars per \$100 Assessed Value)	<b>\$0.00468326</b>
27	Property Base Net Fair Market Value (Line 12)	\$5,881,884,044
28	<b>Subtotal [F]: Property Base Assessment Ratio for Current Year</b> (Line 25 divided by Line 26 & Line 27)	<b>89.56%</b>
STEP 5. Calculate the Effective Base Payment Rate for the current year and determine if the contract minimum or maximum should be used.		
29	Property Base Assessment Rate for Current Year	89.56%
30	Payment Rate for Current Year (per \$100 Assessed Value)	\$0.468326
31	<b>Subtotal [G]: Effective Base Payment Rate for Current Year</b> (Line 29 times Line 30)	<b>\$0.419400</b>
32	Contract Maximum Effective Base Payment Rate (Current year payment rate 2019-2026, per contract 4E)	\$0.468326
33	Contract Minimum Effective Base Payment Rate (2019-2026)	\$0.450000
34	Enter the lower of Line 31 or Line 32	\$0.419400
35	Enter the higher of Line 33 or Line 34	\$0.450000
36	Calculate Property Base Assessment Rate for Current Year (Line 35 divided by Line 30)	<b>96.09%</b>

Certified Fair Market, Net Market, & Assessed Values for the current year.	
Certified Fair Market Value for Pasadena IDA - 2025	\$9,238,925,336
Net Market Value for Pasadena IDA - 2025	\$8,773,124,313
	% of FMV: 94.96%
"Assessed" Value for Pasadena IDA - 2025	\$6,640,165,872
	% of NFVM: 75.69%

\*Note: Assessed Value above uses TY 2024's ratio of 94.77%



2023 ANNUAL BUDGET - DETAIL - SUMMARY - BY TAX

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Land Assessment	CWP	14 Year New Construction	15 Year New Construction	16 Year New Construction	17 Year New Construction	18 Year New Construction	19 Year New Construction	20 Year New Construction	Annual Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due		
44-00349	Equistar Chemicals LP	ATIN: Property Tax Dept.	P.O. Box 3646	Houston, TX 77253-3646	1201 Bay Area Blvd	Pasadena, TX 77057	Bayport Polypropylene Plant (BYO)	8,881,173	0	0	0	0	0	0	0	0	65,597,824	120,866,270	9,003,270	838,000.17	\$888,000.17		
48-190008	Equistar Chemicals LP	ATIN: Property Tax Dept.	P.O. Box 3646	Houston, TX 77253-3646	9600 Farmont Pkwy.	Pasadena, TX 77057	Vacant Land	1,100,810	0	0	0	0	0	0	0	0	0	0	0	0	5,109.43	\$5,109.43	
48-190010	Equistar Chemicals LP	ATIN: Property Tax Dept.	P.O. Box 3646	Houston, TX 77253-3646	5781 Underwood Rd	Pasadena, TX 77057	EOEG Plant (BOC)	12,478,137	0	0	0	0	0	0	0	0	0	69,360	35,284,820	1,438,470	210,972.89	\$210,972.89	
20-000008	Ethox Chemicals LLC	ATIN: Property Tax Dept.	1801 Penmar Rd	Greenville, SC 29605	0 Underwood Rd	Pasadena, TX 77057	Vacant Land	3,017,864	0	0	0	0	0	0	0	0	0	0	0	0	56,493.22	\$56,493.22	
24-000077	Ethy Corporation	ATIN: Property Tax Dept.	P.O. Box 673	Pasadena, TX 77057-0673	1000 N. South St	Pasadena, TX 77057	Field Address Facility	10,885,290	0	0	0	0	0	0	0	0	0	50,132,895	35,334,350	4,840,710	423,644.57	\$423,644.57	
48-000015	Exon Land Development, Inc.	ATIN: Property Tax Dept.	288 Johnson Rd	Pasadenay, NJ 07654-2827	1423 La Porte Fwy.	Pasadena, TX 77057	Pasadena Plant	15,211,710	0	0	0	0	0	0	0	0	0	15,211,710	82,424,310	14,666,400	373,420.26	\$373,420.26	
36-000107	Exxon Pipeline Company	ATIN: Property Tax Dept.	PO BOX 63	Houston, TX 77001-0063	Bayport Area	Pasadena, TX 77057	Vacant Land/Process	9,285,985	0	0	0	0	0	0	0	0	0	99,705,022	26,087,830	0	15,368.22	\$15,368.22	
48-000870	ExxonMobil Corporation	ATIN: Property Tax Dept.	P.O. Box 53	Houston, TX 77001-0053	3403 Pasadena Fwy.	Pasadena, TX 77057	Pasadena Tank Terminal	9,285,982	0	0	0	0	0	0	0	0	0	4,177,720	0	0	20,377.10	\$20,377.10	
48-000878	ExxonMobil Corporation	ATIN: Property Tax Dept.	P.O. Box 53	Houston, TX 77001-0053	Bayport Area	Pasadena, TX 77057	Pipeline Corridor Land	4,351,081	0	0	0	0	0	0	0	0	0	0	0	0	18,800.34	\$18,800.34	
19-000011	Farway Alcohol	ATIN: Property Tax Dept.	225 Lee Conner Blvd. W. #600	Houston, TX 77050-5487	8022 Bayport Blvd.	Pasadena, TX 77057	Memorandum Plant	573,659	0	0	0	0	0	0	0	0	0	0	0	0	3,542.40	\$3,542.40	
20-000004	Fossil Holdings LLC	ATIN: Property Tax Dept.	5380 Lyons Ave. STE B	Houston, TX 77029-1822	12441 Red Bull Rd	Pasadena, TX 77057	Gravel LK	770,780	0	0	0	0	0	0	0	0	0	0	0	0	18,800.34	\$18,800.34	
20-000007	Free Range Propane LLC	ATIN: Property Tax Dept.	8603 Red Bull Rd	Pasadena, TX 77057-1147	8603 Red Bull Rd	Pasadena, TX 77057	Industrial Storage Facility	275,980	0	0	0	0	0	0	0	0	0	0	0	0	2,498,121.79	\$2,498,121.79	
36-000100	GATX Terminal Corp.	ATIN: Property Tax Dept.	PO BOX 4372	Houston, TX 77210-4372	400 Jefferson Rd	Pasadena, TX 77057	Tank Farm	3,484,800	0	0	0	0	0	0	0	0	0	2,064,915	20,871,615	338,867	118,021.87	\$118,021.87	
10-000001	GIL Interest Inc.	ATIN: Property Tax Dept.	P.O. Box 800106	Houston, TX 77288-0106	5757 Geneva Red Bull	Pasadena, TX 77057	Light Industrial Park	275,980	0	0	0	0	0	0	0	0	0	0	0	0	71,924	\$71,924	
10-000020	GIL Interest Inc.	ATIN: Property Tax Dept.	P.O. Box 800106	Houston, TX 77288-0106	8115 Red Bull Road	Pasadena, TX 77057	Light Industrial Park	545,165	0	0	0	0	0	0	0	0	0	10,041,822	148,778	0	12,860.20	\$12,860.20	
48-000406	Gulf Coast Limestone	ATIN: Property Tax Dept.	P.O. Box 86	Searcy, MO 65258-0086	16430 Post Road	Pasadena, TX 77057	Factory	1,125,417	0	0	0	0	0	0	0	0	0	10,041,822	148,778	0	61,348.29	\$61,348.29	
48-000378	Haldor Topsoe, Inc.	ATIN: Property Tax Dept.	18010 Bayport Blvd.	Pasadena, TX 77057-1412	18010 Bayport Rd.	Pasadena, TX 77057	Catalyst Plant	3,075,474	0	0	0	0	0	0	0	0	0	82,726,781	173,400,000	3,250,000	702,411.85	\$702,411.85	
48-000111	Harden Street Transportation LLC	ATIN: Property Tax Dept.	538 S. Main St.	Fritch, OH 45840-3228	431 N. South Ave.	Pasadena, TX 77057	Pasadena Plant	8,844,175	0	0	0	0	0	0	0	0	0	37,423,810	37,423,810	0	387,087.07	\$387,087.07	
48-190002	Henderson, Roy E.	ATIN: Property Tax Dept.	530 W Main St.	Brenham, TX 77833-3483	12438 Red Bull Rd.	Pasadena, TX 77057	Radio Station Site	254,489	0	0	0	0	0	0	0	0	0	0	0	0	1,801.82	\$1,801.82	
48-000001	Hess Oil Refining Co	ATIN: Property Tax Dept.	418 Bldg A	Ames, IA 50010-2711	51832 Post Road	Pasadena, TX 77057	Industrial Facility @ LDC Houston	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
48-000379	Houston Pipeline Company	ATIN: Property Tax Dept.	800 E. Somers Blvd. Ste 400	San Antonio, TX 78254-3841	Whispering Industrial District	Pasadena, TX 77057	Pipeline	0	0	0	0	0	0	0	0	0	0	2,113,617	0	0	9,511.58	\$9,511.58	
48-190024	Hydr (USA), Inc.	ATIN: Property Tax Dept.	2100 Spans Park Drms. Ste 200	Houston, TX 77066-3684	8938 Chemical Rd.	Pasadena, TX 77057	Truck Cleaning Facility	3,951,588	0	0	0	0	0	0	0	0	0	877,500	3,895,249	0	25,504.06	\$25,504.06	
48-000472	Indorama Ventures	ATIN: Property Tax Dept.	2810 Lake Cook Rd. Ste 143	Riverwoods, IL 60015-6710	9602 Bayport Rd	Pasadena, TX 77057	EOEG Plant at Clearlake	0	0	0	0	0	0	0	0	0	0	7,436,610	50,141,480	3,644,360	246,820.19	\$246,820.19	
48-190000	INEOS Americas LLC	ATIN: Property Tax Dept.	7770 Daugherty Rd	Theodora, AR 72686-5212	5650 La Porte Fwy	Pasadena, TX 77057	Comesa Plant	13,528,097	0	0	0	0	0	0	0	0	0	14,065,240	18,411,119	324,800	1,189,223.40	\$1,189,223.40	
48-190005	INEOS Styrolution America LLC	ATIN: Property Tax Dept.	4245 Mainland PKWY, Ste. 151	Aurora, IL 60504-6018	12222 Post Rd.	Pasadena, TX 77057	Styrene Plant	8,080,788	0	0	0	0	0	0	0	0	0	130,366,859	338,054,860	73,125,000	886,158.87	\$886,158.87	
07-000001	Intertek Corp.	ATIN: Property Tax Dept.	429 Highway 146 S	La Porte, TX 77571-4800	18020 Bayport Blvd.	Pasadena, TX 77057	Orion Environmental Waste Treatment Facility	328,600	0	0	0	0	0	0	0	0	0	4,404,524	878,316	0	25,348.97	\$25,348.97	
48-190002	JR. Nalco Chemical Texas, Inc.	ATIN: Property Tax Dept.	10050 Bay Area Blvd	Pasadena, TX 77057-1651	16500 Bay Area Blvd.	Pasadena, TX 77057	Specialty Chemicals	7,245,878	0	0	0	0	0	0	0	0	0	12,448,318	13,468,500	1,829,510	143,213.19	\$143,213.19	
48-000405	Kaneco High-Tech Materials	ATIN: Property Tax Dept.	8161 Underwood Rd	Pasadena, TX 77057	6181 Underwood Rd.	Pasadena, TX 77057	Electronic Film	0	0	0	0	0	0	0	0	0	0	10,382,850	95,120	56,480	62,944.77	\$62,944.77	
48-000494	Karube Hydrocarbons LP	ATIN: Property Tax Dept.	8181 Underwood Rd	Pasadena, TX 77057-1033	8250 Underwood Rd.	Pasadena, TX 77057	Supplemental Facility	2,728,749	0	0	0	0	0	0	0	0	0	7,747,580	20,803,150	1,584,510	134,182.84	\$134,182.84	
48-000482	Karube Texas Corp	ATIN: Property Tax Dept.	8181 Underwood Rd	Pasadena, TX 77057	6181 Underwood Rd	Pasadena, TX 77057	Specialty Polymers	6,806,110	0	0	0	0	0	0	0	0	0	0	53,824,082	44,064,330	4,583,320	459,914.13	\$459,914.13
08-000000	Karube Texas Corporation	ATIN: Property Tax Dept.	8181 Underwood Rd	Pasadena, TX 77057	5757 Underwood Road	Pasadena, TX 77057	OPVC USA Facility	2,008,110	0	0	0	0	0	0	0	0	0	19,238,100	46,484,780	1,818,870	284,223.74	\$284,223.74	
32-000002	Kinder Morgan Texas Terminal	ATIN: Property Tax Dept.	PO BOX 4372	Houston, TX 77210-4372	4158 La Porte Fwy	Pasadena, TX 77057	Rail Terminal	7,694,171	0	0	0	0	0	0	0	0	0	880,161	7,135,080	0	72,322.62	\$72,322.62	
20-000008	KINSEL RICHARD L	CO: Other Sugar Acq	4917 Washington Rd P48 S31	Carrollburg, PA 15317-2510	0 Red Bull Rd	Pasadena, TX 77057	Station Site	13,468	0	0	0	0	0	0	0	0	0	0	0	0	0	63.21	\$63.21
48-002250	Kuramy America, Inc.	ATIN: Property Tax Dept.	2636 Bay Area Blvd. STE 650	Houston, TX 77058-1551	16500 Bay Area Blvd.	Pasadena, TX 77057	EVOH Plant	3,885,368	0	0	0	0	0	0	0	0	0	6,678,275	113,364,360	6,340,240	535,686.13	\$535,686.13	
48-002108	Kuramy America, Inc.	ATIN: Property Tax Dept.	2636 Bay Area Blvd. STE 650	Houston, TX 77058-1551	11414 Christie Rd	Pasadena, TX 77057	Specialty Thermoplastic Plant	8,823,686	0	0	0	0	0	0	0	0	0	3,724,545	33,220,400	4,372,180	182,964.41	\$182,964.41	
48-004700	LBC Houston LP	ATIN: Property Tax Dept.	2636 Bay Area Blvd. STE 650	Houston, TX 77058-1525	11414 Christie Rd	Pasadena, TX 77057	Specialty Thermoplastic Plant	29,883,312	0	0	0	0	0	0	0	0	0	2,522,572	277,558,354	5,332,942	1,317,300.45	\$1,317,300.45	
48-000071	Lynfield Chemical Company	ATIN: Property Tax Dept.	P.O. Box 3846	Houston, TX 77053-3846	10801 Chateau Rd	Pasadena, TX 77057	Bayport POI/BA Plant (BOC & MT)	2,447,700	0	0	0	0	0	0	0	0	0	30,609,489	358,795,880	12,045,800	1,011,991.48	\$1,011,991.48	
48-000071	Lynfield Chemical Company	ATIN: Property Tax Dept.	P.O. Box 3846	Houston, TX 77053-3846	10801 Chateau Rd	Pasadena, TX 77057	Vacant Land	4,302,762	0	0	0	0	0	0	0	0	0	0	0	0	20,151.05	\$20,151.05	
19-000070	M&P (Control Solutions)	ATIN: Property Tax Dept.	5983 Geneva Red Bull	Pasadena, TX 77057-1041	5803 Geneva Red Bull	Pasadena, TX 77057	Light Industrial Park	2,780,088	0	0	0	0	0	0	0	0	0	0	0	0	5,732,728	\$5,732,728	
48-000772	Mearl North America Inc.	CO: Recovery & Compliance Tax	PO Box 601198	Mesquite, TX 75165-6198	5757 Underwood Rd	Pasadena, TX 77057	CO2 Plant - Formerly BOC Group/Le	0	0	0	0	0	0	0	0	0	0	20,000	5,141,770	0	23,228.71	\$23,228.71	
48-190101	Momentum Chemicals Inc.	ATIN: Property Tax Dept.	8510 Telecom Dr	Indianapolis, IN 46278	5757 Underwood Rd	Pasadena, TX 77057	Customizing Solvents Plant	1,524,633	0	0	0	0	0	0	0	0	0	4,503,570	14,478,400	187,620	91,873.70	\$91,873.70	
48-000840	MPL-Chem Group LLC	ATIN: Property Tax Dept.	PO Box 1481	Durham, NC 27834	11200 Bay Area Blvd.	Pasadena, TX 77057	Formerly Arlon Solubone	0	0	0	0	0	0	0	0	0	0	9,707,150	18,080,340	4,668,658	100,328.10	\$100,328.10	
19-000008	MYP Terminals (NA Indiana)	ATIN: Property Tax Dept.	One Williams Center, Ste. 3100	Tulsa, OK 74179-0140	3448 La Porte Fwy	Pasadena, TX 77057	Land	12,243,518	0	0	0	0	0	0	0	0	0	19,698,718	100,314,890	5,161,960	1,424,483.80	\$1,424,483.80	
19-041838	MYP Terminals (Houston)	ATIN: Property Tax Dept.	4381 Old Highway 148	Pasadena, TX 77057	5983 Geneva Red Bull	Pasadena, TX 77057	Super Absorbent Polymer Plant	1,684,655	0	0	0	0	0	0	0	0	0	4,715,218	206,000	171,750	26,148.78	\$26,148.78	
48-000888	MYP Terminals (Houston)	ATIN: Property Tax Dept.	5100 Underwood Rd	Pasadena, TX 77057	5100 Underwood Rd	Pasadena, TX 77057	Industrial Tank Cleaning Facility	1,447,780	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
48-000002	Orelco USA LLC	ATIN: Tax Department	3200 Southwest Fwy. Ste. 1200	Houston, TX 77027-2538	8601 Bay Area Blvd	Pasadena, TX 77057	Formerly Pasadena Properties LP	8,288,021	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
32-000020	Ory Vinyls LP	ATIN: Property Tax																					

INDUSTRIAL DEVELOPMENT DISTRICT - JANUARY - 2025

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Land Assessment	CWP#	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due	
32-000100	Pastorek Retail LLC	Attn: Property Tax Dept. 11688 Sams Road 45		Lebanon, OH 44422-4615	4335 Pansolene Fwy	Passadena, TX 77507	Leased Industrial Space	1,453,180		0	0	0	0	0	0	411,900	0	0	6,659.14	\$6,659.14
48-000773	Enova Active Dryness	Attn: Property Tax 12000 Bay Area Blvd		Passadena, TX 77507	12000 Bay Area Blvd	Passadena, TX 77507	Permeate Plant	6,604,192		0	0	0	3,000,000	0	0	5,073,110	18,287,410	3,412,870	119,109.28	\$119,109.28
30-000097	Phelps 88 Curve LLC	Attn: Property Tax 2331 Clyburn Blvd		Houston, TX 77042	100 Jefferson Rd	Passadena, TX 77507	Coke Terminal Facility	947,409		0	0	0	0	0	0	51,645,153	0	0	237,747.64	\$237,747.64
20-000010	Praxair inc.	Attn: Property Tax 10 Riverview Dr		Denbury, CT 06810-0208	8602 Bayport Rd.	Passadena, TX 77507	HYCO Plant at Orensas	2,398,455		0	0	0	0	0	0	10,491	134,860,200	0	607,387.48	\$607,387.48
10-000082	R B Everett & Company	Attn: Property Tax 351 University Blvd		Houston, TX 77059-7290	8201 Red Bud Road	Passadena, TX 77507	Heavy Equipment Dealer Facility	1,197,268		0	0	0	0	0	0	2,741,475	2,287,204	0	33,853.41	\$33,853.41
19-015422	RB Kroy LLC	Attn: Property Tax 8840 Bayport Rd.		Houston, TX 77055-3357	12301 Red Bud Rd	Passadena, TX 77507	Trailer Parking & Drop Yard	397,082		0	0	0	0	0	0	0	21,832	0	7,087.64	\$7,087.64
20-000066	RB Kroy LLC	Attn: Property Tax 4751 Underwood Rd.		Passadena, TX 77507	4831 Underwood Rd.	Passadena, TX 77507	Leased Industrial Space	2,778,068		0	0	0	0	0	0	26,813,081	7,250,340	9,897,215	117,163.83	\$117,163.83
48-001700	Reagan USA	Attn: Property Tax 8840 Bayport Rd.		Passadena, TX 77507	8840 Bayport Rd.	Passadena, TX 77507	Address Plant	2,084,152		0	0	0	0	0	0	0	0	0	2,860.72	\$2,860.72
19-000065	Reagan LLC	Attn: Property Tax 4831 Underwood Rd.		Passadena, TX 77507	4831 Underwood Rd.	Passadena, TX 77507	Leased Industrial Space	2,778,068		0	0	0	0	0	0	0	0	0	12,776.25	\$12,776.25
20-000062	Reagan Texas Holdings LLC	Attn: Property Tax 7875 W 68TH ST		Bridgeway, IL 60455-1919	0 Red Bud Rd.	Passadena, TX 77507	Land and Improvements	1,387,478		0	1,574,400	0	0	0	0	1,874,400	0	0	7,973.51	\$7,973.51
48-000384	San Jacinto Real LTD	Attn: Property Tax PO Box 881089		Fort Worth, TX 76161-0089	When District Boundaries	Passadena, TX 77507	Vacant Land & Real Tract	178,555		0	0	0	0	0	0	0	0	0	859.22	\$859.22
07-000000	Sanyo Chemical Texas Inc.	Attn: Property Tax 10538 Bay Area Blvd		Passadena, TX 77507-1722	10538 Bay Area Blvd.	Passadena, TX 77507	Polycarbonate Facility	777,548		0	0	0	0	0	0	4,035,349	3,784,300	370,170	34,978.11	\$34,978.11
48-000010	SCHW Container Systems, Inc.	Attn: Property Tax 2300 Algoni Hill Rd		Branchburg, NJ 08878-3584	13300 Underwood Rd	Passadena, TX 77507	Container Manufacturer	1,510,184		0	0	0	0	0	0	41,000,000	14,850,000	0	257,865.64	\$257,865.64
48-000472	Suprise Holdings LLC	Attn: Property Tax 5200 Underwood Rd		Passadena, TX 77507-1658	5200 Underwood Rd	Passadena, TX 77507	Building in Industrial Park	1,653,004		23,135,140	0	0	0	0	0	0	31,234,850	0	46,035.61	\$46,035.61
48-000088	Suisse Specialty Chemical	Attn: Property Tax 1423 La Porte Fwy.		Passadena, TX 77506	1423 La Porte Fwy.	Passadena, TX 77506	PyOH Unit @ La Products	0		0	0	0	0	0	0	1,220,782	174,556,817	0	743,170.13	\$743,170.13
33-000100	Star (Chemicals) Realty LLC	Attn: Property Tax 5800 Highway 225		Deer Park, TX 77538-2434	5800 Highway 225	Passadena, TX 77507	Tank Farm	2,044,087		0	0	0	0	0	0	5,516,898	0	0	34,413.38	\$34,413.38
19-000060	Star (Chemicals) Realty LLC	Attn: Property Tax 6102 Red Bud Rd		Passadena, TX 77502-1064	6102 Red Bud Rd	Passadena, TX 77507	Stainless Steel Hoses Filings Manufacturing Facility	1,048,195		0	0	0	0	0	0	2,730	1,160,762	0	10,231.64	\$10,231.64
48-000485	Solvias LLC	Attn: Property Tax 2173 Providence Dr		Wilmington, DE 19803-3700	9710 Bayport Blvd	Passadena, TX 77507	MA Converter Plant (the Gulf Surfactant Plant needs Equibar Chemicals)	3,358,258		0	0	0	0	0	0	33,745,885	2,854,240	0	180,428.57	\$180,428.57
19-000029	Solvias USA Inc	Attn: Property Tax 504 Carnegie Ct.		Proctor, NJ 08540	5761 Underwood Rd.	Passadena, TX 77507	Formery Equistar	283,707		0	0	0	0	0	0	7,470,020	42,723,100	1,809,720	218,805.21	\$218,805.21
17-000062	Star (Chemicals) Realty LLC	Attn: Property Tax 243 Woodbine St		High Point, NC 27280	6103 Underwood Rd	Passadena, TX 77507	Formery Puron of Sunoco (Impromped F. Facility)	13,538,880		16,857,770	0	0	0	0	0	2,711,156	98,338,830	2,880,130	43,273.84	\$43,273.84
48-000017	Staples Surfactants	Attn: Property Tax 22 W Frongate Rd.		Northfield, IL 60093-3407	17400 Bay Area Blvd	Passadena, TX 77507	ES&B Facility	3,341,722		0	0	0	0	0	0	0	0	0	4,577.88	\$4,577.88
17-000011	Staples Surfactants Holdings LLC	Attn: Property Tax Dept. 22 W Frongate Rd.		Northfield, IL 60093-3407	12900 Bay Area Blvd	Passadena, TX 77507-1510	Office & Equipment on Tron West land	877,521		0	0	0	0	0	0	0	0	0	1,739.89	\$1,739.89
48-000008	Surocco Chemicals/Royal	Attn: Property Tax 3801 W Chester Pike		McIntosh Square, TX 8007-2300	0 Underwood Rd	Passadena, TX 77507	Formerly Equistar	584,987		0	0	0	0	0	0	15,000,860	30,453,410	7,271,420	171,837.88	\$171,837.88
48-000016	Surocco Chemicals, LLC	Attn: Property Tax 10500 Bay Area Blvd		Passadena, TX 77507-1722	10500 Bay Area Blvd	Passadena, TX 77507	Office & Equipment on Tron West land	2,867,934		0	0	0	0	0	0	18,837,265	28,788,417	0	1,901.92	\$1,901.92
48-000577	T.E. Products Pipeline	Attn: Property Tax P.O. Box 4018		Houston, TX 77210-4018	300 Jefferson Rd	Passadena, TX 77507	Catalyst Recycling Facility	0		0	0	0	0	0	0	0	0	0	27.85	\$27.85
19-000017	Techman Real Estate LLP	Attn: Property Tax 8625 Geneva Red Bud Rd		Passadena, TX 77507-1918	8625 Geneva Red Bud Rd	Passadena, TX 77507	Office & Equipment on Tron West land	2,867,934		0	0	0	0	0	0	18,837,265	28,788,417	0	225,378.52	\$225,378.52
48-000043	Quaternol Holdings Inc	Attn: Property Tax PO Box 386		Shelton, CT 06484-0386	5100 Underwood Rd	Passadena, TX 77507	Property leased to Quaternol	871,020		0	0	0	0	0	0	3,341,196	1,225,290	0	24,820.06	\$24,820.06
48-000111	Toal Petrochemicals, Inc	Attn: Property Tax PO BOX 674411		HOUSTON TX 77067-4411	12713 Port Rd	Seaworth, TX 77586	Polyethylene Plant, AKA Baytown Refinery Plant	11,478,898		0	0	0	0	0	0	56,378,837	788,356,200	7,428,320	1,145,923.23	\$1,145,923.23
20-000009	Total Specialties USA	Attn: Tax Dept. 1201 Louisiana St STE 1800		Houston, TX 77002-5005	12713 Port Rd	Seaworth, TX 77586	Specialties Manufacturing Facility	182,037		0	0	0	0	0	0	1,325,870	42,173,340	0	196,739.23	\$196,739.23
36-000079	TRION WEST LLC	Attn: Property Tax PO BOX 4389		Houston, TX 77210-4389	300 Jefferson Rd.	Passadena, TX 77507	Coke Terminal (the Equator F. Facility)	541,278		0	0	0	0	0	0	1,546,091	1,500,688	0	1,277.26	\$1,277.26
48-000222	Trova West LLC	Attn: Property Tax 2788 Sycamore Drive, Ste 419		Houston, TX 77210-4389	300 Jefferson Rd.	Passadena, TX 77507	Coke West (formerly Orlowring West)	5,846		0	0	0	0	0	0	0	0	0	10,572.88	\$10,572.88
19-000064	TX Tello Three	Attn: Property Tax 2245 W 1930 St		Tombrock, CA 90602-7518	Farmert Pswy	Passadena, TX 77507	Vacant Land	1,048,528		0	0	0	0	0	0	0	0	0	27.85	\$27.85
19-000004	Umore Catalyst USA LLC	Attn: Property Tax 8900 Bayport Blvd.		Tombrock, CA 90604-6001	0 Underwood Rd.	Passadena, TX 77507	Leased Industrial Space	1,048,528		0	0	0	0	0	0	0	0	0	6,902.13	\$6,902.13
48-001360	Union Pacific Railroad Co.	Attn: Property Tax 1600 Douglas Bl, Stop 1640		Greenville, NE 68179-1640	8000 Bayport Blvd	Passadena, TX 77507	Depot Plant	1,048,893		0	0	0	0	0	0	770,243	25,580,000	5,000,000	98,863.53	\$98,863.53
06-000002	WCP Teles LLC	Attn: Property Tax 7500 Draca Dr.		Columbia, MD 21048-4009	10001 Chemical Rd	Passadena, TX 77507	Catalyst Facility	3,538,458		0	0	0	0	0	0	41,865,220	26,417,680	0	323,971.66	\$323,971.66
48-190010	Zean Chemicals LP	Attn: Property Tax 1400 Loui Sort Drive		Baton, IL 60515-1811	5753 Geneva Red Bud Rd	Passadena, TX 77507	Property leased to Advanced Composite Tech	293,178		0	0	0	0	0	0	0	2,605,332	0	13,007.39	\$13,007.39
19-214783	Adhesives Technology Services Inc	Attn: Tax Department PO BOX 8208		Passadena, TX 77507-1727	11235 Cheate Rd.	Passadena, TX 77507	Synthetic Rubber Plant	2,801,588		0	0	0	0	0	0	4,258,268	10,014,400	775,240	73,801.34	\$73,801.34
19-204835	Adhesives Technology Services Inc	Attn: Tax Department 817 CHEMICAL RD		Passadena, TX 77507-5005	817 Chemical Road	Passadena, TX 77507	Delite for 2025	0		0	0	0	0	0	0	0	0	0	0.00	\$0.00
20-233786	Aer Flow Teves	Attn: Tax Department 7291 LA PASSEO ST		HOUSTON TX 77067-3308	8717 Chemical Road	Passadena, TX 77507	RPV @ 817 Chemical	0		0	0	0	0	0	0	1,339,288	0	0	5,648.64	\$5,648.64
19-214128	AKW B-Chemring	Attn: Tax Department PO BOX 648202		HOUSTON TX 77064-2604	8717 Chemical Road	Passadena, TX 77507	Delite for 2025	0		0	0	0	0	0	0	0	0	0	0.00	\$0.00
19-214833	AKW B-Chemring	Attn: Tax Department PO BOX 648202		HOUSTON TX 77064-2604	8717 Chemical Road	Passadena, TX 77507	Delite for 2025	0		0	0	0	0	0	0	0	0	0	12.29	\$12.29
19-240581	QUALITY CARRIERS	Attn: Tax Department 10201 BAY AREA BLVD		PASADENA TX 77507-1650	10201 Bay Area Blvd.	Passadena, TX 77507	MAE @ 10201 Bay Area Boulevard	0		0	0	0	0	0	0	12,183	0	0	54.73	\$54.73
19-218046	RES Processing LLC	Attn: Tax Department 740 Bradford Rd		TAMPA FL 33602-6527	10201 Bay Area Blvd.	Passadena, TX 77507	MAE @ 10201 Bay Area Boulevard	0		0	0	0	0	0	0	10,820	0	0	48.14	\$48.14
20-025904	Dana Combar	Attn: Tax Department 210 Erose Ave E		Houston, TX 77060-3108	10201 Bay Area Blvd.	Passadena, TX 77507	Delite for 2025	0		0	0	0	0	0	0	0	0	0	0.00	\$0.00
20-233070	Coastal Chemicals LLC	Attn: Tax Department 810 S VALLEY HWY STE 800		ENGLEWOOD, CO 80112-5811	11600 Cheate Rd	Passadena, TX 77507	Personal Property @ 11500 Cheate Road LLC	0		0	0	0	0	0	0	28,219	0	0	131.45	\$131.45
20-218075	Coastal Chemicals LLC	Attn: Tax Department PO BOX 6875		WAYNE PA 19087-6875	11777 Bay Area Blvd	Passadena, TX 77507	Personal Property @ Av Liquor	0		0	0	0	0	0	0	131,857	0	0	503.82	\$503.82
20-224285	Coastal Chemicals LLC	Attn: Tax Department 1402 East Robson Dr. STE 300		WAYNE PA 19087-6875	11777 Bay Area Blvd	Passadena, TX 77507	Personal Property @ Av Liquor	0		0	0	0	0	0	0	1,488,258	0	0	6,508.78	\$6,508.78
21-235129	Allen Chemical Corporation	Attn: Tax Department 330 S 4th St		Richmond, VA 23219-0380	10201 N Staub Ave#2	Passadena, TX 77507	Inventory @ Esby Corp	0		0	0	0	0	0	0	128,073	0	0	587.28	\$587.28

MANUFACTURING DISTRICT SUMMARY - TX 2024

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Leak Abatement	CWP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	6th Year New Construction	Personal Property Assessment	Improvement Assessment	Emergency Assessment	Calculated Payment	Payment Due	
13-211809	Design Controls	Abc: Tax Department	6782 Bourgeois Rd	Houston, TX 77060-3105	1008 E. 1001 N South	77060	BPP @ 1000 N South St		0	0	0	0	0	0	0	133,750	0	0	90,189	\$40,966	
06-00000	Huntman Petroleum	Abc: Tax Department	PO BOX 4880	The Woodlands, TX 77387	1005 E. 1001 N South	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
20-002886	NECO USA LLC	Abc: Tax Department	2880 S SHORE BLVD STE 600	LAKE CHARLES, LA 70601	1000 E. 1001 N South	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-189006	Altrac	Abc: Tax Department	500 N Lindbergh Blvd	Saint Louis, MO 63103-1000	1000 E. 1001 N South	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-189005	MFC Global US Inc.	Abc: Tax Department	PO Box 613	Charleston, WV 25322-0613	1000 E. 1001 N South	77060	Inventory @ Altrac		0	0	0	0	0	0	0	1,008	0	0	7.18	\$7.18	
17-252447	Scott Heuson LTD	Abc: Tax Department	669 3rd Ave., Fl. 15	New York, NY 10022-3604	1000 E. 1001 N South	77060	Inventory @ Altrac		0	0	0	0	0	0	0	266,027	0	0	1,792.73	\$1,792.73	
17-2006905	Valien Distribution, Inc.	Abc: Tax Department	310 Technology Pkwy, STE 200	Flushing, MI 48126-1118	1000 E. 1001 N South	77060	Deleto for 2025		0	0	0	0	0	0	0	15,348	0	0	68.97	\$68.97	
25-233873	FTN Retailer Holdings LLC	Abc: Tax Department	811 LOUISIANA ST STE 2800	HOUSTON, TX 77002-1405	1000 E. 1001 N South	77060	Inventory @ Altrac		0	0	0	0	0	0	0	208,518	0	0	824.86	\$824.86	
25-242081	Reliance Inc	Abc: Tax Department	1000 UPTOWN PARK	HOUSTON, TX 77003-5251	1000 E. 1001 N South	77060	Inventory @ Ethyl Corp		0	0	0	0	0	0	0	16,621	0	0	81.10	\$81.10	
25-144121	Exxon Mobil Corporation	Abc: Tax Department	1811 PHOENIX BLVD STE 200	ATLANTA, GA 30308-0086	1000 E. 1001 N South	77060	Inventory @ Ethyl Corp		0	0	0	0	0	0	0	114,439	0	0	523.98	\$523.98	
25-241817	Chemco Rail Logistics LLC	Abc: Tax Department	PO BOX 64106	SPRING, TX 77377-4106	1000 E. 1001 N South	77060	Inventory @ Ethyl Corp		0	0	0	0	0	0	0	206,721	0	0	839.27	\$839.27	
18-00001	Mail Companies	Abc: Tax Department	515 W 3rd St	Phoenix, AZ 85002-4708	1000 E. 1001 N South	77060	Inventory @ Ethyl Corp		0	0	0	0	0	0	0	266,807	0	0	1,286.54	\$1,286.54	
18-232278	Hill UTILITIES LLC	Abc: Tax Department	985 JOLLY ROAD	BLUE BELL, PA 19422-1903	8030 Leona Lane	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
20-232473	Hill UTILITIES LLC	Abc: Tax Department	985 JOLLY ROAD	BLUE BELL, PA 19422-1903	8030 Leona Lane	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
24-241899	Melex North America	Abc: Tax Department	2500 WESTFIELD DR STE 202	ELGIN, IL 60124-7702	8030 Leona Lane	77060	BPP @ Banker Phillips		0	0	0	0	0	0	0	217,294	0	0	1,072.91	\$1,072.91	
24-241832	Melex North America	Abc: Tax Department	2500 WESTFIELD DR STE 202	ELGIN, IL 60124-7702	8030 Leona Lane	77060	Vehicle @ Banker Phillips		0	0	0	0	0	0	0	47,061	0	0	1,804.98	\$1,804.98	
20-231040	ENERGY AMERICA INC	ATN: Property Tax Dept	2825 Bay Area Blvd, STE 600	Houston, TX 77058-1525	4225 Underwood Rd	77060	BPP @ Bayport North Owner LP		0	0	0	0	0	0	0	2,128,000	0	0	9,427.17	\$9,427.17	
20-230829	ENERGY AMERICA INC	ATN: Property Tax Dept	2825 Bay Area Blvd, STE 600	Houston, TX 77058-1525	4225 Underwood Rd	77060	Inventory @ Bayport North Owner LP		0	0	0	0	0	0	0	36,066	0	0	161.93	\$161.93	
20-230830	ENERGY AMERICA INC	ATN: Property Tax Dept	2825 Bay Area Blvd, STE 600	Houston, TX 77058-1525	4225 Underwood Rd	77060	Inventory @ Bayport North Owner LP		0	0	0	0	0	0	0	152,000	0	0	427.54	\$427.54	
20-230831	ENERGY AMERICA INC	ATN: Property Tax Dept	2825 Bay Area Blvd, STE 600	Houston, TX 77058-1525	4225 Underwood Rd	77060	Inventory @ Bayport North Owner LP		0	0	0	0	0	0	0	54,589,432	0	0	192,425.84	\$192,425.84	
20-230832	ENERGY AMERICA INC	ATN: Property Tax Dept	2825 Bay Area Blvd, STE 600	Houston, TX 77058-1525	4225 Underwood Rd	77060	Inventory @ Bayport North Owner LP		0	0	0	0	0	0	0	18,427	0	0	81.74	\$81.74	
25-241281	ENERGY AMERICA INC	ATN: Property Tax Dept	PO BOX 649	LA PORTE, TX 77551-0649	4225 Underwood Rd	77060	Inventory @ Bayport North Owner LP		0	0	0	0	0	0	0	21,323,499	0	0	78,839.81	\$78,839.81	
20-219872	Bank Services, LLC	Abc: Tax Department	10043 SAM HOUSTON PARK DR STE 200	HOUSTON, TX 77064-6886	6602 Bayport Road	77060	Machinery & Equipment		0	0	0	0	0	0	0	78,195	0	0	342.71	\$342.71	
24-240878	Bank Services, LLC	Abc: Tax Department	10043 SAM HOUSTON PARK DR STE 200	HOUSTON, TX 77064-6886	6602 Bayport Road	77060	Vehicle @ Caltrans		0	0	0	0	0	0	0	13,803	0	0	61.62	\$61.62	
18-237178	Bank Enterprise LLC	Abc: Tax Department	10043 SAM HOUSTON PARK DR STE 200	HOUSTON, TX 77064-6886	6602 Bayport Road	77060	Vehicle @ Caltrans		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
20-217245	OCJ & Associates LLC	Abc: Tax Department	1811 W FARMINGTON PKWY	LA PORTE, TX 77571-4008	6602 Bayport Road	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
20-2028164	Charcoal FCU	Abc: Tax Department	1800 Village Center Dr, Bldg 442	Las Vegas, NV 89134-0218	6602 Bayport Road	77060	Railcars @ Caltrans		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
26-233886	North America Inc	Abc: Tax Department	9002 BAYPORT BLVD	PASADENA, TX 77507-1402	6602 Bayport Road	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
24-271563	Fluoroma US Inc	Abc: Tax Department	9002 BAYPORT BLVD	PASADENA, TX 77507-1402	6602 Bayport Road	77060	Assessed by City of Pasadena		0	0	0	0	0	0	0	141,484	0	0	686.75	\$686.75	
24-231609	Fluoroma US Inc	Abc: Tax Department	9002 BAYPORT BLVD	PASADENA, TX 77507-1402	6602 Bayport Road	77060	Assessed by City of Pasadena		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
20-2227814	AMTY Inc	Abc: Tax Department	1300 HIGHT OAK BLVD STE 1700	HOUSTON, TX 77068-3811	6602 Bayport Road	77060	Inventory @ Caltrans		0	0	0	0	0	0	0	1,170,763	0	0	5,306.10	\$5,306.10	
20-104511	MRC Global US Inc	ATN: TAX DEPT	PO BOX 613	CHARLESTON, WV 25322	6602 Bayport Road	77060	Inventory @ Caltrans		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
23-2374261	Southwest Rental and Services Inc	ATN: TAX DEPT	2475 PINNACLE DR	WILMINGTON, DE 19803	6602 Bayport Road	77060	Inventory @ Caltrans		0	0	0	0	0	0	0	444,074	0	0	1,863.39	\$1,863.39	
18-00009	Saline LLC	ATN: TAX DEPT	2475 PINNACLE DR	WILMINGTON, DE 19803	6602 Bayport Road	77060	Inventory @ Caltrans		0	0	0	0	0	0	0	137,180	0	0	617.53	\$617.53	
20-2240976	Shigen Company	ATN: PROPERTY TAX DEPT	23 W FRONTAGE RD	NORTHFIELD, IL 60063-3407	6602 Bayport Road	77060	Inventory @ Caltrans		0	0	0	0	0	0	0	1,667,179	0	0	7,602.64	\$7,602.64	
18-217088	Total Safety US Inc	Abc: Tax Department	3151 Bayport Dr, STE 800	Houston, TX 77062-3810	6602 Bayport Road	77060	BPP @ Caltrans		0	0	0	0	0	0	0	78,329	0	0	343.49	\$343.49	
18-2214106	Total Safety US Inc	Abc: Tax Department	3151 Bayport Dr, STE 800	Houston, TX 77062-3810	6602 Bayport Road	77060	Vehicle @ Caltrans		0	0	0	0	0	0	0	1,840	0	0	8.28	\$8.28	
20-233830	Accord Performance	Abc: Tax Department	1010 TRAVIS ST STE 800	HOUSTON, TX 77002-8628	3200 Underwood Road	77060	Deleto for 2024		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
23-232517	Chemical/Inc	Abc: Tax Department	10001 Six Pines Dr	The Woodlands, TX 77380	5200 Underwood Road	77060	Inventory @ Centaur		0	0	0	0	0	0	0	160,801	0	0	658.83	\$658.83	
13-00004	Cherone Phillips Chem Co LP	Abc: Tax Department	10001 Six Pines Dr	The Woodlands, TX 77380	5200 Underwood Road	77060	Inventory @ Centaur		0	0	0	0	0	0	0	2,700,522	0	0	12,187.74	\$12,187.74	
18-00010	Cherone Phillips Chem Co LP	Abc: Tax Department	10001 Six Pines Dr	The Woodlands, TX 77380	5200 Underwood Road	77060	Inventory @ Centaur		0	0	0	0	0	0	0	258,849	0	0	1,078.54	\$1,078.54	
20-231879	Coolidge/Line	Yoursaid Coolidge	5721 GILBERT ST STE 2511	HOUSTON, TX 77061-2650	5200 Underwood Road	77060	Railcars @ Centaur		0	0	0	0	0	0	0	258	0	0	1.16	\$1.16	
20-2310087	Evans Corporation	Abc: Tax Department	298 JEFFERSON RD	PASSICAPANY, NJ 07064	5200 Underwood Road	77060	Inventory @ Centaur		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
20-233857	Alps Owner/Blade	Abc: Tax Department	5721 GILBERT ST APT 2624	HOUSTON, TX 77061-2658	5200 Underwood Road	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
21-233856	INCOG Otagawa USA LLC	Abc: Property Tax Dept	2600 S Shore Blvd, STE 400	Lewes City, TX 77573-2644	5200 Underwood Road	77060	Vehicle @ Centaur		0	0	0	0	0	0	0	5,750	0	0	25.64	\$25.64	
23-238652	Venture	Abc: Tax Department	111 RIOC 9406 WEST DRIVE	PITTSBURGH, PA 15175	5200 Underwood Road	77060	Deleto for 2025		0	0	0	0	0	0	0	0	0	0	0	\$0.00	
21-231695	ATN: Tax Dept	2810 Highway 790, STE 242	Cypress, TX 77333-5462			77060	Deleto for 2025		0	0	0	0	0	0	0	84,825	0	0	389.17	\$389.17	

MEMORANDUM INDUSTRIAL DISTRICT SUMMARY - TX 2024

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Lead Assessment	Class	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due
21-235121	Energy ECR Services Inc	ATRN Tax Dept	2810 Highway 296, STE 243	Cypress, TX 77433-5432	1707 - 1710 Bay Area Blvd	Pasadena, TX 77067	Personal Property @ Chemical Refinery & L.P.								133,301	0	0	4.19	\$4.19
21-235189	Energy ECR Services Inc	ATRN Tax Dept	2810 Highway 296, STE 243	Cypress, TX 77433-5432	1707 - 1710 Bay Area Blvd	Pasadena, TX 77067	Personal Property @ Chemical Refinery & L.P.								13,577	0	0	9.19	\$9.19
21-237207	Energy ECR Services Inc	ATRN Tax Dept	2810 Highway 196, STE 212	Cypress, TX 77433-5432	1707 - 1710 Bay Area Blvd	Pasadena, TX 77067	Personal Property @ Chemical Refinery & L.P.								0	0	0	0.00	\$0.00
21-235756	Amigo coatings and sealants	ATRN Tax Dept	PO BOX 2112	Longview, TX 75058-2112	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
21-236006	Advanced Biochemicals Corp	COB William (William) De	Rowleside	Acquaforte, TX 77007	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								57,003	0	0	206.93	\$206.93
21-235756	Axis Environmental	ATRN Tax Dept	2810 Highway 296, STE 243	Cypress, TX 77433-5432	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								76,415	0	0	307.28	\$307.28
24-241265	Advanced Catalysts	ATRN Tax Dept	PO BOX 631498	Neopolis, TX 79855-1498	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								36,632	0	0	176.35	\$176.35
21-232971	Animal Science Products Inc	ATRN Tax Dept	PO BOX 631408	Neopolis, TX 79855-1408	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	2.26	\$2.26
24-241267	Animal Specialty Ingredients	ATRN AP DEPT 900	100 PARK AVE	FLORENCE, TX 77950-1000	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								1,834,989	0	0	8,275.28	\$8,275.28
25-245645	AROCADA	Attn: Tax Department	10510 Kumbur Ave, STE 2095	McAllen, TX 78701-2095	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								50,100	0	0	2,250.07	\$2,250.07
24-241268	Star Petrolite	ATRN AP DEPT 900	100 PARK AVE	FLORENCE, TX 77950-1000	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								36,632	0	0	176.35	\$176.35
20-233822	BASF Corporation	ATRN AP DEPT 080	180 PARK AVE	FLORENCE, TX 77950-1080	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								36,478	0	0	164.14	\$164.14
20-233824	Bentley	ATRN AP DEPT 080	180 PARK AVE	FLORENCE, TX 77950-1080	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	0.00	\$0.00
20-233825	Bepler Diesel FNC, Inc	Attn: Tax Department	PO BOX 6619	OCEANSIDE, CA 92052-6619	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								3,361	0	0	15.08	\$15.08
20-231009	Economic Industries	CO CHEMQUEST	777 CORPORATE DR STR 3	MANNING, NJ 07830-3008	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								15,216	0	0	68.47	\$68.47
18-238816	Staples LLC	Attn: Tax Department	12825 W Airport Blvd	Sugar Land, TX 77478-5201	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								484,224	0	0	2,233.84	\$2,233.84
20-231367	Brandish Energy Solutions	Attn: Tax Department	14348 DONOR RD	ELK HOLLOW, TX 75123-5981	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
20-233526	Branning Shusterman/Delta	Attn: Tax Department	510 FISHER RD	SHELTON, CT 06484-4236	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								1,388	0	0	6.25	\$6.25
20-231368	Calspan USA LLC	Attn: Tax Department	2 CORPORATE DR FL 5	SHELTON, CT 06484-4236	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								10,000	0	0	45.00	\$45.00
24-240078	Chemplex X LLC	Attn: Tax Department	4875 Woodway Dr, STE 279E	Houston, TX 77066-1825	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	0.00	\$0.00
31-232794	CK POLYMERS LLC	Attn: Tax Department	4807 Woodway Dr, STE 279E	Houston, TX 77066-1825	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								20,822	0	0	133.20	\$133.20
24-241908	CLP Chemical LP	Attn: Tax Department	6290 Gaulton St, STE 4A	Houston, TX 77061-2658	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								67,825	0	0	289.87	\$289.87
21-232793	CMB COMPANIES	Attn: Tax Department	6290 Gaulton St, STE 4A	Houston, TX 77061-2658	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	0.00	\$0.00
31-232681	CMB COMPANIES LLC	Attn: Tax Department	6290 Gaulton St, STE 4A	Houston, TX 77061-2658	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	0.00	\$0.00
24-221187	CORRENT OWNER	Attn: Tax Department	1819 El Dorado Blvd	Houston, TX 77063-3403	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
17-231007	DuPont Seal Inc	Attn: Tax Department	100 Melham Rd, Ste. 400	Melham, NJ 07747-8719	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
21-232767	DUSTECH LLC	Attn: Tax Department	3880 Northside Blvd, B389	Tampa, FL 33634-1881	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
31-232020	East Main Open Technology	Attn: Tax Department	1310 El Dorado Blvd	Houston, TX 77063-3403	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2025								0	0	0	0.00	\$0.00
20-233829	Scorcher, Inc	Attn: Tax Department	265 State St, STE 6	North Haven, CT 06472-2170	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2025								840	0	0	0.00	\$0.00
20-237024	Effluent Fuel Solutions	Attn: Tax Department	10833 W Main Houston Pkwy N, STE 300	Houston, TX 77064-4890	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	4.23	\$4.23
08-00014	GC3 Specialty Chemicals Inc	Attn: Tax Department	733 Hughes Blvd	Houston, TX 77061-1829	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								154,270	0	0	89.24	\$89.24
20-233863	Gulf Chemical International	Attn: Tax Department	2777 ALLEN HWY, STE 1000	HOUSTON, TX 77019-2150	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
24-231905	Halbor Topcoat Inc	Attn: Tax Department	7790 San Felipe St, STE 125	Houston, TX 77063-1890	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								316,388	0	0	1,419.27	\$1,419.27
24-240015	Huon Inc	Attn: Tax Department	P.O. Box 1310	Atlanta, GA 30316-1310	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								25,396	0	0	116.24	\$116.24
20-232640	Industrial Butyl & Water LLC	Attn: Tax Department	21614 FM 2102 RD	The Woodlands, TX 77380-4889	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								1,139	0	0	5.72	\$5.72
20-233336	International Chemical	Attn: Tax Department	7654 Progress Ct	CRUGSBY, TX 77553-3486	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								24,985	0	0	116.94	\$116.94
24-241904	INVT (INVT Chemicals)	Attn: Tax Department	1600 KALISTE SALEM RD STE 202	Mableton, GA 30204	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								78,415	0	0	307.28	\$307.28
20-231869	Line Oak Solubles LLC	Attn: Tax Department	3006 ROCKY MOUNTAIN AVE	LOVELAND, CO 80538-9061	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								10,423	0	0	48.90	\$48.90
20-231868	MACUS BRANDS	Attn: Tax Department	15432 Sand Canyon Ave, #10781	Irvine, CA 92618-5274	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								0	0	0	0.00	\$0.00
21-232484	MELIKEN & COMPANY	Attn: Tax Department	PO BOX 1820, MT 15	Spanaway, PA 15204	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								71,008	0	0	222.24	\$222.24
21-233884	Merrivale Infrastructure Chemicals	Attn: Tax Department	16851 Energy Highway	Frisco, TX 75034-7511	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								67,678	0	0	301.86	\$301.86
20-233885	Nasco Company	ATRN INDCITE PAYABLE	PO BOX 2627	CHESTER, TX 75827-2627	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
21-232917	NFLUOS INC	Attn: Tax Department	20347 Beaufort Rd	Carroll, AB TX 377	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								2,495	0	0	11.09	\$11.09
20-233889	Nissin Chemical America	Attn: Tax Department	10333 RICHMOND AVE STE 1100	HOUSTON, TX 77042-1131	9730 Bay Area Blvd	Pasadena, TX 77067	Debris for 2024								0	0	0	0.00	\$0.00
20-231363	Nuyons Industrial Chemicals LLC	Attn: Tax Department	11615 Park Row, STE 200	HOUSTON, TX 77064-1105	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								26,347	0	0	114.07	\$114.07
20-231817	Orlart Gas Solubles LLC	Attn: Tax Department	22808 FRETZ LN	SPRINGRIDGE, TX 77389-1105	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								167,863	0	0	76.64	\$76.64
24-236539	Outback USA LLC	Attn: Tax Department	501 Cambria Ave, STE 108	Berwyn, PA 19310-7213	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								3,899	0	0	17.40	\$17.40
26-243648	Radnam	Attn: Tax Department	10 Cameron Rd	Fairfield, NJ 07004-1802	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								930,000	0	0	2,260.07	\$2,260.07
21-232914	PERNY CHEMICALS INC	Attn: Tax Department	501 Cambria Ave, STE 108	Berwyn, PA 19310-7213	9730 Bay Area Blvd	Pasadena, TX 77067	Inventory @ Chemical								76,415	0	0	307.28	\$307.28

MANHATTAN INDUSTRIAL DISTRICT SUMMARY - TX, AZ

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Land Assessment	CRP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due
20-233363	Enrichment LLC	Abn. Tax Department	7700 SAN FELIPE ST STE 125	HOUSTON TX 77063-1800	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	15,000	0	0	87.54	87.54
24-241200	Pert Resources	Abn. Tax Department	7700 SAN FELIPE ST STE 125	HOUSTON TX 77063-1800	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	38,822	0	0	176.35	176.35
24-240184	Primo Materials	Abn. Tax Department	7700 SAN FELIPE ST STE 125	HOUSTON TX 77063-1800	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2025		0	0	0	0	0	0	0	0	0	0.00	0.00
20-231962	Q2 Technologies	Abn. Tax Department	4414 THIMBER HILL DR	SUGAR LAND TX 77478	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	64,744	0	0	381.38	381.38
20-231472	Quaker Chemical Co	Abn. One Quarter Park	801 E Hedges St	Conroe, TX 77385	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	22,805	0	0	101.73	101.73
21-237027	Richman Chemical	ATTN: Tax Dept	4337 Vialard Rd. STE 107	Orlando, FL 32811-7374	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	1,021	0	0	4.58	4.58
21-237031	Shen Remediation	Abn. Tax Department	PO BOX 6819	Channahon, IL 60015-0519	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
20-231478	SAS Environmental Services	Abn. Tax Department	1825 PARK TERR, STE 630	HOUSTON TX 77064-6182	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	94,182	0	0	428.38	428.38
24-240162	Shenax Filig Company	Abn. Tax Department	7159 Old Oak Rd, STE 5200	HOUSTON TX 77064-2183	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
21-235716	SOLVAMIC CHEMICALS	ATTN: Tax Dept	701 N Post Oak Rd, STE 540	HOUSTON TX 77064-3886	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	24,180	0	0	117.72	117.72
21-235717	Southern Water Services	Abn. Tax Department	27 PANSLEY AVE NORTH	ONTARIO, IL 62450	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2023		0	0	0	0	0	0	0	0	0	0.00	0.00
20-231473	SS Consulting Inc	Abn. Tax Department	27 PANSLEY AVE NORTH	ONTARIO, IL 62450	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
21-237032	Stellar Enterprises Inc	12448 Colton Rd	HOUSTON TX 77066-1808	HOUSTON TX 77066-1808	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	824,988	0	0	2,800.54	2,800.54
24-238717	Stellar USA Inc	12448 Colton Rd	HOUSTON TX 77066-1808	HOUSTON TX 77066-1808	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	748,297	0	0	3,387.45	3,387.45
21-237800	Stellar Chemicals of Florida	ATTN: Tax Dept	1303 Park Ln 3	Jupiter, FL 33468-9642	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	80,557	0	0	363.52	363.52
20-237037	Surfactant Tech LLC	Abn. Tax Department	623 10TH ST STE 107	LEWISVILLE, TX 76114	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	41,709	0	0	187.70	187.70
20-237038	Third Wave Production LLC	Abn. Tax Department	6588 Mill Creek Rd	Green Oaks Springs, TX 75042	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
21-237691	TOP COAT LLC	ATTN: Tax Dept	987 Albritn Ave	HOUSTON TX 77066-1808	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
08-000116	Univar USA Inc	Abn. Tax Department	17206 NE Union Hill Rd.	Redmond, WA 98053-6188	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2025		0	0	0	0	0	0	0	0	0	0.00	0.00
20-233805	Univar Resources Inc	ATTN: SERVICE	1441 BRANDING LANE STE 100	DAVIDSON, NC 28038-5854	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	38	0	0	0.00	0.00
21-237039	Univar Resources Inc	ATTN: Tax Dept	PO BOX 198	Jackson, WI 53037-0188	8730 Bay Area Blvd.	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
20-231478	Univar Technologies	ATTN: Tax Dept	7250 S 9th St	Deak Creek, WI 53014-2914	8730 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Chemplant		0	0	0	0	0	0	802,290	0	0	2,465.34	2,465.34
34-000191	Av Products Inc	Abn. Tax Department	7201 Hamilton Blvd.	Allentown, PA 18104-9942	1400 Jefferson Road	Pasadena, TX 77067	MAE @ Chevron Phillips		0	0	0	0	0	0	118,816	0	0	525.88	525.88
12-214481	Breck Springs LLC	Abn. Tax Department	10243 Sam Houston Park Dr, Ste 200	HOUSTON TX 77064	1400 Jefferson Road	Pasadena, TX 77067	Vehicles @ Chevron Phillips		0	0	0	0	0	0	4,248	0	0	19.12	19.12
34-000120	Fluor Daniel Value & Pricing LLC	Abn. Tax Department	10110 Embury Ln Houston Rd.	HOUSTON TX 77064-3614	1400 Jefferson Road	Pasadena, TX 77067	Inventory @ Chevron Phillips		0	0	0	0	0	0	51,838	0	0	232.37	232.37
34-000176	MFC Global US Inc	Abn. Tax Department	PO Box 513	Chesapeake, VA 23022-0513	1400 Jefferson Road	Pasadena, TX 77067	Inventory @ Chevron Phillips		0	0	0	0	0	0	875	0	0	4.39	4.39
08-000206	Nalco Company	Abn. Tax Department	PO Box 7927	Crestview, IL 60004-5427	1400 Jefferson Road	Pasadena, TX 77067	Inventory @ Chevron Phillips		0	0	0	0	0	0	131,300	0	0	581.14	581.14
08-000077	Rebarless Truck Systems	Abn. Tax Department	8088 Armour Drive	Houston, TX 77060-8108	1400 Jefferson Road	Pasadena, TX 77067	MAE @ Chevron Phillips		0	0	0	0	0	0	108,552	0	0	479.50	479.50
34-000178	Rebar Inc	Abn. Tax Department	1101 31st St, Ste 250	Deer Park, TX 77066-1808	1400 Jefferson Road	Pasadena, TX 77067	MAE @ Chevron Phillips		0	0	0	0	0	0	110,549	0	0	487.87	487.87
20-233834	Suez WTS USA Inc	Abn. Tax Department	4838 Somerton Rd	Fort Worth, TX 76114	1400 Jefferson Road	Pasadena, TX 77067	Inventory @ Chevron Phillips		0	0	0	0	0	0	1,000	0	0	4.50	4.50
34-000138	Vulco Marketing/Supply	Abn. Tax Department	PO Box 880110	San Antonio, TX 78288-0110	1400 Jefferson Road	Pasadena, TX 77067	MAE @ Chevron Phillips		0	0	0	0	0	0	0	0	0	0.00	0.00
08-000022	Valero Distribution Inc	Abn. Tax Department	1702 E Sam Houston Pkwy S	Pasadena, TX 77050-2338	1400 Jefferson Road	Pasadena, TX 77067	Minimum \$500 Exempt		0	0	0	0	0	0	0	0	0	0.00	0.00
24-233834	VEOLIA WTS USA INC	Abn. Tax Department	1702 E Sam Houston Pkwy S	Pasadena, TX 77050-2338	1400 Jefferson Road	Pasadena, TX 77067	Inventory @ Chevron Phillips		0	0	0	0	0	0	57,235	0	0	257.57	257.57
23-2240134	Verano Services LLC	Abn. Tax Dept	8958 Leela Ln	Pasadena, TX 77067-1808	8040 Sho Sho Ln Leela Ln	Pasadena, TX 77067	SPR @ ASIO Water		0	0	0	0	0	0	138,530	0	0	682.55	682.55
21-235628	SAT SFC, LTD	Abn. Tax Dept	6050 Leela Ln	Pasadena, TX 77067-1808	8040 Sho Sho Ln Leela Ln	Pasadena, TX 77067	SPR @ ASIO Water		0	0	0	0	0	0	5,877,443	0	0	26,882.54	26,882.54
21-2356031	Verano LLC	Abn. Tax Dept	225 S 28th St	La Porte, TX 77571-4009	8040 Sho Sho Ln Leela Ln	Pasadena, TX 77067	SPR @ ASIO Water		0	0	0	0	0	0	487	0	0	2.08	2.08
20-233000	Verano LLC	ATTN: PROPERTY TAX	13599 455029245 BLVD STE 135	HOUSTON TX 77034-0578	8040 Sho Sho Ln Leela Ln	Pasadena, TX 77067	SPR @ ASIO Water		0	0	0	0	0	0	1,445,807	0	0	6,266.78	6,266.78
15-222441	Verano LLC	Abn. Tax Department	10001 Ste Phoe Dr, RM 7006-B	Spring, TX 77380-1408	10701 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Daily Chemical		0	0	0	0	0	0	96,867	0	0	444.15	444.15
08-000033	Verano LLC	Abn. Tax Department	45 Waterbury Blvd	Paragary, IL 60104-1218	10701 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Daily Chemical		0	0	0	0	0	0	1,573,905	0	0	7,082.80	7,082.80
48-218806	Verano LLC	Abn. Tax Department	PO BOX 2980	Wichita, KS 67291-3980	10701 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Daily Chemical		0	0	0	0	0	0	1,214,713	0	0	5,468.39	5,468.39
17-227118	Verano LLC	Abn. Tax Department	PO BOX 158	Deer Park, TX 77066-1808	10701 Bay Area Blvd.	Pasadena, TX 77067	Inventory @ Daily Chemical		0	0	0	0	0	0	388,754	0	0	1,768.85	1,768.85
20-212300	CCI & Associates LLC	ATTN: Tax Dept	10811 W Farmstead Pkwy	La Porte, TX 77571-6008	9701 Bayport Blvd	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
21-235436	Chazine Bank National Association	ATTN: Tax Dept	NE Chazine Bank Way	Johnson, RI 02918	9701 Bayport Blvd	Pasadena, TX 77067	Decks for 2025		0	0	0	0	0	0	0	0	0	0.00	0.00
20-227618	Valero Distribution Inc	Abn. Tax Department	11680 Grand Oaks Way	Alpharetta, GA 30022-2457	9701 Bayport Blvd	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
19-2102040	Verano LLC	Abn. Tax Department	3000 Newton Dr	Pasadena, TX 77067-1808	9701 Bayport Blvd	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
19-277577	Verano LLC	Abn. Tax Department	554 28th St N	Birmingham, AL 35293-3810	500 Underwood Rd	Pasadena, TX 77067	Personal Property @ Duke Realty		0	0	0	0	0	0	36,083	0	0	387.38	387.38
24-2415280	SHOULDT RUNNING LLC	Abn. Tax Department	18419 SHEFFIELD RUN DR	HOUSTON TX 77064-1788	500 Underwood Rd	Pasadena, TX 77067	Vehicles @ Duke Realty		0	0	0	0	0	0	43,943	0	0	191.84	191.84
25-2332225	DAIRIE W/LLIAMSON	Abn. Tax Department	1138 East X St	Deer Park, TX 77066-1808	500 Underwood Rd	Pasadena, TX 77067	Vehicles @ Duke Realty		0	0	0	0	0	0	54,529	0	0	248.34	248.34
24-217604	Verano LLC	Abn. Tax Department	6419 SHEFFIELD RUN DR	HOUSTON TX 77064-1788	500 Underwood Rd	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
20-233039	Verano LLC	Abn. Tax Department	6419 SHEFFIELD RUN DR	HOUSTON TX 77064-1788	500 Underwood Rd	Pasadena, TX 77067	Vehicles @ Duke Realty		0	0	0	0	0	0	4,700	0	0	19.18	19.18
20-2315762	Verano LLC	Abn. Tax Department	7548 SULLY DR PKY STE 300	Irving, TX 75039-3983	500 Underwood Rd	Pasadena, TX 77067	Decks for 2024		0	0	0	0	0	0	0	0	0	0.00	0.00
20-2315725	Verano LLC	Abn. Tax Department	11640 COLLEGE PKY STE 300	Irving, TX 75039-3983	500 Underwood Rd	Pasadena, TX 77067	Vehicles @ Duke Realty		0	0	0	0	0	0	0	0	0	0.00	0.00

MANHATTAN INDUSTRIAL DISTRICT SUMMARY - TX, TX

Account #	Company	Mailing Address 1	Mailing Address 2	Location Address	Location City/State Zip	Facility	Land Assessment	CWP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Annual Property Assessment	Improvement Assessment	Exempt Assessment \$/sq ft	Calculated Payment	Payment Due
10-000007	BASF Corp	Allyl Tex Department, 100 Park Drive		Fluorin Park, NJ 07832-1020	11002 Choate Road	Passaic, TX								1,281,340			6,811,255	\$6,811,255
20-23-4608	Coronado LLC	Allyl Tex Department, 1 CONCRETO CR		PITTSBURGH PA 15205-8723	11002 Choate Road	Passaic, TX								38,728			178,931	\$178,931
24-24-2145	Ethac Chemical	ATIN TAX DEPT, 10003 WOODLOCK FOREST		THE WOODLARKS TX	11002 Choate Road	Passaic, TX											0.00	\$0.00
20-23-0008	Fluidman International LLC	ATIN TAX DEPT, 10003 WOODLOCK FOREST		THE WOODLARKS TX	11002 Choate Road	Passaic, TX											0.00	\$0.00
08-000007	Rubicon LLC	Allyl Tex Department, PO BOX 982769		IR PIA, TX 75088-2109	11002 Choate Road	Passaic, TX											0.00	\$0.00
20-21-6587	Brand Industrial Services Inc	ATIN PROPERTY TAX, 3885 SANSFORD AVE SW #		OSASMOVILLE MI 48416-1340	5781 Underwood Rd	Passaic, TX											0.00	\$0.00
20-202840	Brick Services LTD	ATIN PROPERTY TAX, 16043 SAM HOUSTON PARK		HOUSTON TX 77064-4856	5781 Underwood Rd	Passaic, TX								23,137			101,344	\$101,344
20-2201211	CCI & Associates LLC	ATIN PROPERTY TAX, 10811 W FARMHOUT PKWY		LA PORTE TX 77571-8008	5781 Underwood Rd	Passaic, TX								20,994			134,988	\$134,988
20-23-1310	CCI & Associates LLC	COLYONDELL BOO, 10811 W FARMHOUT PKWY		LA PORTE TX 77571-8008	5781 Underwood Rd	Passaic, TX								235			1,066	\$1,066
24-222372	Seiky USA Inc	ATIN PROPERTY TAX, 4838 Somerton Rd		Fredericks, Texas, PA	5781 Underwood Rd	Passaic, TX											0.00	\$0.00
21-228678	Voda WTS Services USA Inc	ATIN PROPERTY TAX, 4838 Somerton Rd		Fredericks, Texas, PA	5781 Underwood Rd	Passaic, TX								47,127			212,088	\$212,088
25-24-2348	Voda WTS Services USA Inc	ATIN PROPERTY TAX, 4838 Somerton Rd		Fredericks, Texas, PA	5781 Underwood Rd	Passaic, TX								8,818			38,877	\$38,877
25-24-1441	INEOS Oxide Americas LLC	ATIN PROPERTY TAX, 5781 Underwood Rd		Passaic, TX 77607	5781 Underwood Rd	Passaic, TX								17,872,864			78,534,181	\$78,534,181
25-24-3853	Allyl LLC	Allyl Tex Department, 12011 Bay Area Blvd		Passaic, TX 77607	12001 Bay Area Blvd	Passaic, TX								18,858			81,481	\$81,481
13-000001	Brack Energy & Infrastructure Services	Allyl Tex Department, 1275 Cobo International Dr, NW		Kennesaw, GA 30142-6243	12001 Bay Area Blvd	Passaic, TX											0.00	\$0.00
12-21-23269	CCI & Associates LLC	Allyl Tex Department, 10811 W Farmout Pkwy		La Porte, TX 77571-8008	12001 Bay Area Blvd	Passaic, TX								8,188			27,887	\$27,887
18-2201728	CCI & Associates LLC	Allyl Tex Department, 10811 W Farmout Pkwy		La Porte, TX 77571-8008	12001 Bay Area Blvd	Passaic, TX								99,439			194,877	\$194,877
18-000002	CCI & Associates LLC	Allyl Tex Department, 10811 W Farmout Pkwy		La Porte, TX 77571-8008	12001 Bay Area Blvd	Passaic, TX								2,038			3,151	\$3,151
11-2201753	CCI & Associates LLC	Allyl Tex Department, 10811 W Farmout Pkwy		La Porte, TX 77571-8008	12001 Bay Area Blvd	Passaic, TX								16,202			83,832	\$83,832
20-23-23274	Coastal American Barge	COO Equatorial Chemicals, PO BOX 3661		La Porte, TX 77571-8008	12001 Bay Area Blvd	Passaic, TX											2,069	\$2,069
48-34-9804	ZFC Group	Allyl Tex Department, 891 W L Eggen Center Way		Midvale, UT 84047-5765	12001 Bay Area Blvd	Passaic, TX											2,068	\$2,068
13-000025	Strategic Transportation Corp	Allyl Tex Department, 891 W L Eggen Center Way		Midvale, UT 84047-5765	12001 Bay Area Blvd	Passaic, TX								78,312			301,437	\$301,437
09-000005	Strategic Transportation Corp	Allyl Tex Department, 891 W L Eggen Center Way		Midvale, UT 84047-5765	12001 Bay Area Blvd	Passaic, TX											3,891	\$3,891
24-23-22817	The Brock Group	Allyl Tex Department, 75 W Jackson Blvd		Chicago, IL 60604-2915	12001 Bay Area Blvd	Passaic, TX								91,894			412,320	\$412,320
48-34-0816	Allyl Tank Car	Allyl Tex Department, 75 W Jackson Blvd		Chicago, IL 60604-2915	12001 Bay Area Blvd	Passaic, TX								97,839			444,319	\$444,319
21-23-6334	Allyl Tank Car	Allyl Tex Department, 75 W Jackson Blvd		Chicago, IL 60604-2915	12001 Bay Area Blvd	Passaic, TX								9,863			27,338	\$27,338
21-04-8872	Allyl Lube Large Incubators	Allyl Property Tax Dept, 9811 Katy Exp, Ste 100		Houston, TX 77054-1274	8803 Red Bull Rd	Passaic, TX								783,294			3,414,095	\$3,414,095
21-21-1197	Allyl Inc	Allyl Tax Dept, 900 1st Ave		King of Prussia, PA 19406-1528	8803 Red Bull Rd	Passaic, TX											0.00	\$0.00
21-20-4582	Account Performance Materials	Allyl Tax Dept, 1019 Thruway, Ste. 200		Houston, TX 77062-3876	8803 Red Bull Rd	Passaic, TX								884			3,12	\$3,12
21-21-2875	Beaconstar Refining Co	Allyl Tax Dept, 539 S Main St		Findlay, OH 45840-2279	8803 Red Bull Rd	Passaic, TX								1,484,110			6,732,711	\$6,732,711
20-23-2452	Brakman America Inc	% TAX DEPT, 1795 MARKET ST STE 1L		PHILADELPHIA PA 19105-7828	8803 Red Bull Rd	Passaic, TX								78,032			351,116	\$351,116
20-23-19728	Center Bagco Franchisurs, LP	ATIN TAX DEPT, 811 LOUISIANA, STE 2100		HOUSTON TX 77002-1412	8803 Red Bull Rd	Passaic, TX								256,530			1,183,445	\$1,183,445
20-22-78704	Chemical Chemical Bay City	ATIN TAX DEPT, PO BOX 188003		IRVING TX 75018-8003	8803 Red Bull Rd	Passaic, TX								96,803			431,13	\$431,13
20-22-78705	Chemical LTD	ATIN TAX DEPT, 222 La Cofree Blvd W, STE 800		Irving, TX 75038-5487	8803 Red Bull Rd	Passaic, TX								5,338			24,02	\$24,02
21-20-94922	Chemtron Phillips Chem Co LP	Allyl Tax Dept, 10001 Ste Plaza Dr		Spring, TX 77386-1498	8803 Red Bull Rd	Passaic, TX								1,402,188			6,310,04	\$6,310,04
24-23-7351	Conoco Phillips Alama	Allyl Tax Dept, 309 Lindwood Dr		Mahwah, PA 18305-1740	8803 Red Bull Rd	Passaic, TX								20,000			90,00	\$90,00
23-23-2381	Coronado LLC	Allyl Tax Dept, 300 Lindwood Dr		Mahwah, PA 18305-1740	8803 Red Bull Rd	Passaic, TX											0.00	\$0.00
21-22-2339	Eco Services Operating LLC	Allyl Tax Dept, PO BOX 4918		Houston, TX 77210-4918	8803 Red Bull Rd	Passaic, TX								83,000			373,51	\$373,51
21-04-8413	Enterprise Terminals LLC	ATIN Tax Dept, PO BOX 64108		Spring, TX 77387-6108	8803 Red Bull Rd	Passaic, TX								11,292,373			60,947,30	\$60,947,30
20-23-78174	Enterprise Terminals LP	ATIN TAX DEPT, PO BOX 3448		HOUSTON TX 77253-3448	8803 Red Bull Rd	Passaic, TX								1,430,669			6,364,17	\$6,364,17
20-23-6987	Industrial Storage Services	ATIN TAX DEPT, 8803 Red Bull Rd		Laqueon, MO, TX 77755-2644	8803 Red Bull Rd	Passaic, TX								74,878			3,853,75	\$3,853,75
21-23-6839	INEOS US Chemicals Company	Allyl Tax Dept, 2000 S Shreve Blvd, STE 600		WICHITA, KS 67201-2917	8803 Red Bull Rd	Passaic, TX								58,407			262,84	\$262,84
20-22-96932	INW Properties LLC	ATIN TAX DEPT, PO BOX 2917		Passaic, TX 77607-1033	8803 Red Bull Rd	Passaic, TX								1,384,499			6,275,27	\$6,275,27
21-16-84739	Kanbar North America LLC	Allyl Tax Dept, 5181 Underwood Rd		Passaic, TX 77607-1033	8803 Red Bull Rd	Passaic, TX								10,023			46,10	\$46,10
20-22-78178	KMOC Spillar	ATIN TAX DEPT, PO BOX 4372		HOUSTON TX 77210-4372	8803 Red Bull Rd	Passaic, TX								411,700			1,852,71	\$1,852,71
20-23-78171	Kovach Morgan Petrolco LP	ATIN TAX DEPT, PO BOX 4372		HOUSTON TX 77210-4372	8803 Red Bull Rd	Passaic, TX								5,853,118			26,789,89	\$26,789,89
23-23-7388	Kovach Morgan Petrolco LP	ATIN TAX DEPT, 200 Somerset Corporate Blvd, STE 8000		Bridgeport, NJ 08807-2882	8803 Red Bull Rd	Passaic, TX								287,145			1,157,19	\$1,157,19
23-23-1011	Lysoral Based Acrylic Inc	ATIN TAX DEPT, 200 Somerset Corporate Blvd, STE 8000		Bridgeport, NJ 08807-2882	8803 Red Bull Rd	Passaic, TX								174,525			785,30	\$785,30
20-23-3524	Meador LLC	ATIN TAX DEPT, 200 Somerset Corporate Blvd, STE 8000		Bridgeport, NJ 08807-2882	8803 Red Bull Rd	Passaic, TX								1,727,685			7,772,18	\$7,772,18
21-07-2118	Moller LLC	ATIN TAX DEPT, 12220 Strong Rd		La Porte, TX 77571-8710	8803 Red Bull Rd	Passaic, TX								200,350			925,95	\$925,95

ZAMALSA INDUSTRIAL DISTRICT SUMMARY - TX, AZ

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location Address	Location City/State Zip	Facility	Land Assessment	CWP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	6th Year New Construction	7th Year New Construction	8th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due	
14-083026	City Vinyls	ATIN TAX DEPT	PO BOX 27570	HOUSTON TX 77227-9270	8603 Red Bluff Rd		Pasadena, TX 77507	Supplies @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
20-227821	City Vinyls LP	ATIN TAX DEPT	PO BOX 27570	HOUSTON TX 77227-9270	8603 Red Bluff Rd		Pasadena, TX 77507	M&E @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	343,093	0	0	1,643.79	\$1,643.79
14-084648	Clymer	ATIN TAX DEPT	PO BOX 27570	HOUSTON TX 77227-9270	8603 Red Bluff Rd		Pasadena, TX 77507	Supplies @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
24-217200	Produce LP	ATIN PROPERTY TAX	1000 Louisa St, STE 6200	HOUSTON TX 77002-5017	8603 Red Bluff Rd		Pasadena, TX 77507	Inventory @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	86,375	0	0	384.70	\$384.70
20-227820	Produce LP	ATIN PROPERTY TAX	231 COTYHEAST BLVD	HOUSTON TX 77042-3962	8603 Red Bluff Rd		Pasadena, TX 77507	Inventory @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	11,306,274	0	0	51,104.88	\$51,104.88
24-043481	Shield Chemical (USA) LLC	COO Property Tax Dept	530 S Main St	Fredrick, OH 45640-3229	8603 Red Bluff Rd		Pasadena, TX 77507	Inventory @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	295,267	0	0	1,148.12	\$1,148.12
21-209075	South Houston Ocean Power	COO Property Tax Dept	530 S Main St	Fredrick, OH 45640-3229	8603 Red Bluff Rd		Pasadena, TX 77507	M&E @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	500,002	0	0	2,066.55	\$2,066.55
23-212408	Subar Pump Services	ATIN TAX DEPT	811 LOUISIANA ST STE 2100	HOUSTON TX 77002-1412	8603 Red Bluff Rd		Pasadena, TX 77507	Inventory @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	724,329	0	0	3,314.71	\$3,314.71
20-227828	Targa Development LLC	ATIN TAX DEPT	811 LOUISIANA ST STE 2100	HOUSTON TX 77002-1412	8603 Red Bluff Rd		Pasadena, TX 77507	Inventory @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	19,927	0	0	69.88	\$69.88
24-217413	TPC Group LLC	ATIN TAX DEPT	1391 LOUISIANA ST STE 1400	HOUSTON TX 77002-5005	8603 Red Bluff Rd		Pasadena, TX 77507	Supplies @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-230786	Valley Petroleum & Lubricants Inc	ATIN TAX DEPT	1391 LOUISIANA ST STE 1400	HOUSTON TX 77002-5005	8603 Red Bluff Rd		Pasadena, TX 77507	Personal Property @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
26-226248	Valero Refinery Services	ATIN TAX DEPT	PO BOX 1988	LA PORTE TX 77242-1888	8603 Red Bluff Rd		Pasadena, TX 77507	M&E @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	78,837	0	0	343.78	\$343.78
20-227821	Valero Refining Texas LP	ATIN TAX DEPT	PO BOX 490110	SAN ANTONIO TX 78288-0110	8603 Red Bluff Rd		Pasadena, TX 77507	M&E @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	2,747	0	0	12.26	\$12.26
21-077117	Valero Refining TX LP	ATIN TAX DEPT	PO BOX 690110	SAN ANTONIO TX 78288-0110	8603 Red Bluff Rd		Pasadena, TX 77507	M&E @ Free Range Properties	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
14-229183	Valco Chemical Corporation	Attn: Tax Department	330 S 4th St	Ruimveldt, VA 23219-4330	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	8,787	0	0	39.45	\$39.45
13-000007	BP Products North America	Attn: Tax Department	PO BOX 641708	HOUSTON TX 77064-8708	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-218906	Questar Commodities	Attn: Tax Department	2206 ATLANTIC ST STE 800	STAMFORD CT 06862-9824	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	19,323	0	0	84.95	\$84.95
38-100015	Chemron Products Co	Attn: Tax Department	PO Box 265	HOUSTON TX 77001-4295	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
15-224884	Chemron Products Company	Attn: Tax Department	PO Box 265	HOUSTON TX 77001-4295	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	828,099	0	0	3,720.98	\$3,720.98
16-000013	Capri Petroleum Corp.	Attn: Prop Tax M073	1293 ELDRIDGE HWY	HOUSTON TX 77077-1870	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
21-227802	Edwards Products LLC	Attn: Tax Department	3849 N Webb Rd	Worland, KS 67226-8100	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	10,541,251	0	0	47,484.15	\$47,484.15
24-103843	Exxon Mobil Corporation	Attn: Tax Department	189 E Ocean Blvd, Ste. 1010	Long Beach, CA 90802-4711	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
24-229878	Global Companies LLC	Attn: Tax Department	189 E Ocean Blvd, Ste. 1010	Long Beach, CA 90802-4711	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	6,256,803	0	0	26,164.82	\$26,164.82
15-227106	Kinder Morgan Energy	Attn: Tax Department	PO BOX 4372	HOUSTON TX 77210-4372	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	2,064,915	0	0	9,292.42	\$9,292.42
20-017224	Metropoulos Energy, Inc	Attn: Tax Department	200 Galena Hwy SE	Atlanta, GA 30328-6818	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	17,138,176	0	0	77,128.77	\$77,128.77
08-000018	Moore Enterprises	Attn: Tax Department	PO BOX 2727	HOUSTON TX 77752-2727	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	3,807,804	0	0	17,495.68	\$17,495.68
15-2217874	Dynis International Inc	Attn: Tax Department	8601 Inves Center Dr	Irving, CA 92618-6452	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
12-2225058	Paragon Energy Group LP	Attn: Tax Department	5181 San Felipe St, BLD 1950	HOUSTON TX 77066-3027	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	165,268	0	0	744.13	\$744.13
07-000034	Petroleum Traders Corp.	Attn: Tax Department	7116 Points Inverness Way	Fort Wayne, IN 46804-7928	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
14-000008	Phillips 66	Attn: Prop Tax Dept	2331 Clywell Blvd	HOUSTON TX 77042-2982	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	2,470,841	0	0	11,118.59	\$11,118.59
17-211695	Shell Petroleum Company LP	Attn: Tax Department	PO BOX 4388	HOUSTON TX 77210-4388	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	2,688	0	0	12.14	\$12.14
21-2258138	Shell Petroleum Company LP	Attn: Tax Department	PO Box 4388	HOUSTON TX 77210-4388	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
08-000028	Shell Trading Company	Attn: Tax Department	PO Box 4388	HOUSTON TX 77210-4388	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
13-000022	Sunoco Marketing & Services	Attn: Tax Department	800 E Soriano Blvd, Ste. 400	San Antonio, TX 78254-3941	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	14,613	0	0	66.86	\$66.86
21-2258138	Sunoco Marketing & Services	Attn: Tax Department	800 E Soriano Blvd, Ste. 400	San Antonio, TX 78254-3941	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	198,389	0	0	863.78	\$863.78
13-000023	Sunoco Petroleum	Attn: Tax Department	800 E Soriano Blvd, Ste. 400	San Antonio, TX 78254-3941	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	200,000	0	0	900.02	\$900.02
25-243845	Tarhan Oil LLC	Attn: Tax Department	29 Greenway Plaza, STE 200	HOUSTON TX 77046-2012	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	1,053,391	0	0	4,740.28	\$4,740.28
24-2274638	Trean West LLC	Attn: Tax Department	PO Box 880110	San Antonio, TX 78284-8110	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
21-215654	Valero Marketing & Supply Company	Attn: Tax Department	PO Box 880110	San Antonio, TX 78284-8110	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-204989	Valero Marketing & Supply Company	Attn: Tax Department	PO BOX 880110	San Antonio, TX 78284-8110	400 S.404 Jefferson Road		Pasadena, TX 77507	Inventory @ GATX	0	0	0	0	0	0	0	0	0	0	0	6,258,803	0	0	26,164.82	\$26,164.82
20-202191	Valero Marketing & Supply Company	Attn: Tax Department	PO BOX 880110	San Antonio, TX 78284-8110	400 S.404 Jefferson Road		Pasadena, TX 77507	Delets for 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-228882	Valero Marketing & Supply Company	Attn: Tax Department	7011 LABEL RD S	McKees E, AL 38956-4000	5308 S 2700 State Hwy		Seawater, TX 77586	Delets for 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
21-2258158	Valero Marketing & Supply Company	Attn: Tax Department	3387 Water Rd	Avon Lake, OH 44022-1145	5308 S 2700 State Hwy		Seawater, TX 77586	Delets for 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
20-200884	Valero Marketing & Supply Company	Attn: Tax Department	107 Red Harts Parkway	St Leon Sur Palmar, OC 375 5308 S 2700 State Hwy	5308 S 2700 State Hwy		Seawater, TX 77586	Delets for 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
20-227081	Valero Marketing & Supply Company	Attn: Tax Department	1901 SA FINEST DR	SPRING TX 77386-1448	5308 S 2700 State Hwy		Seawater, TX 77586	Inventory @ GCON	0	0	0	0	0	0	0	0	0	0	0	29,447	0	0	104.97	\$104.97
25-2417814	Valero Marketing & Supply Company	Attn: Tax Department	332 HWY 335 E APB BLDG 1A	LAKE JACKSON TX 77556-0088	5308 S 2700 State Hwy		Seawater, TX 77586	Inventory @ GCON	0	0	0	0	0	0	0	0	0	0	0	1,898,783	0	0	71,419.98	\$71,419.98
20-2247915	Valero Marketing & Supply Company	Attn: Tax Department	CONCRETE JOB	WILLOWDALE OH 10885	5308 S 2700 State Hwy		Seawater, TX 77586	Inventory @ GCON	0	0	0	0	0	0	0	0	0	0	0	2,536,846	0	0	10,013.96	\$10,013.96
20-222084	Valero Marketing & Supply Company	Attn: Tax Department	16080 DAVID AVTOR DR	CHARLOTTE NC 28263-2372	5308 S 2700 State Hwy		Seawater, TX 77586	Delets for 2025																



PANHANDLE INDUSTRIAL DISTRICT SUMMARY - TX 2025

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State Zip	Location Address	Location City/State Zip	Facility	Land Assessment	CWIP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Personal Property	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due
48-001792	General Chemical Co.	Attn: Tax Department	PO Box 3045	Houston, TX 77253-3045	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	30,880.517	0	0	138,668.14	\$18,668.14
26-233482	Chemistry Growth Oil Probing	Attn: Tax Department	1 Williams CTR, # 29	Texas, OK 74724-40	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	591,030	0	0	2,290.07	\$2,290.07
17-227783	Marty's Inc.	Attn: Tax Department	1300 Post Oak Blvd, Ste. 1700	Houston, TX 77056-2081	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	1,472.457	0	0	15,655.56	\$15,655.56
26-231016	Midwest Chemical Houston LLC	ATN: PROPERTY TAX DEPT	8510 TEJECOM DR	HOUSTON, TX 77063-0515	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	563,891	0	0	2,293.58	\$2,293.58
08-000003	DD Chemicals	ATM TAX DEPT	15771 Memorial Dr - STE 300	Houston, TX 77079-4143	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	4,180,738	0	0	18,723.87	\$18,723.87
26-2317182	Chemical Exploration Inc	ATM PROPERTY TAX DEPT	370 7TH ST, STE 1700	Houston, TX 77002-5632	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	3,479,245	0	0	18,817.11	\$18,817.11
08-000004	Dryden Chemicals	Attn: Tax Department	2445 Technology Forest Blvd.	The Woodlands, TX 77381	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	5,361,041	0	0	42,868.54	\$42,868.54
26-2308742	CDI LBC Tech	Attn: Tax Department	1681 Phoenix Blvd, STE 250	Atlanta, GA 30349-5366	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	88,000	0	0	389.97	\$389.97
21-2356878	Maple Inc	Attn: Tax Department	1681 Phoenix Blvd, STE 250	Atlanta, GA 30349-5366	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	11,467	0	0	1,177	\$1,177
21-2356142	Maple Inc	Attn: Tax Department	1681 Phoenix Blvd, STE 250	Atlanta, GA 30349-5366	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	11,467	0	0	1,177	\$1,177
08-000009	Reg Houston LLC	Attn: Tax Department	11815 Port Rd	Springtown, TX 77586-1094	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	186,542	0	0	798.47	\$798.47
14-000015	20 Energy International	Attn: Tax Department	5718 Washburn Rd Ste 1000	Houston, TX 77067-5737	11803 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
48-004884	Chem Innovations Petrotec US LLC	Attn: Tax Department	2500 Cypress Blvd, STE 100	Houston, TX 77043-3028	11803 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2301188	Estimote Lapsion LLC	Attn: Tax Department	177 WEST LOOP S, STE 1430	HOUSTON, TX 77057-6035	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2332023	Stanton Logistics LLC	Attn: Tax Department	177 WEST LOOP S, STE 1430	HOUSTON, TX 77057-6035	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
25-2436055	Frees Appliance LP	Attn: Tax Department	3555 Tamiami Tr, S E 1200	HOUSTON, TX 77077-6482	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	88,288	0	0	47.77	\$47.77
48-004585	The Plaza Group	Attn: Tax Department	177 WEST LOOP S, STE 1430	HOUSTON, TX 77057-6035	11881 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	1,904,033	0	0	8,571.12	\$8,571.12
07-000042	Pine Oil Products LLC	Attn: Tax Department	1201 Louisiana Street, Ste 1800	Houston, TX 77002-5605	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
17-2277184	Oilfield Services USA Inc	Attn: Tax Department	1201 Louisiana Street, Ste 1800	Houston, TX 77002-5605	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	43,418.75	0	0	342,416.75	\$342,416.75
17-2275977	Calmar Energy Petrochemical	Attn: Tax Department	1201 Louisiana Street, Ste 1800	Houston, TX 77002-5605	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	4,988,814	0	0	22,688.17	\$22,688.17
48-004744	Valero Refining & Supply	Attn: Tax Department	1201 Louisiana Street, Ste 1800	Houston, TX 77002-5605	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	1,024,281	0	0	5,608.67	\$5,608.67
15-2148300	Valero Energy & Infrastructure Services	Attn: Tax Department	1301 Louisiana Street, Ste 1800	Houston, TX 77002-5605	11666 Port Road	77066	Inventory @ LBC	0	0	0	0	0	0	0	0	0	0	0	\$0.00
26-2116659	Strat Energy & Infrastructure Services	Attn: Tax Dept	1325 Ocala International Dr NW, STE A1	Kennesaw, GA 30142-8243	10801 Chasola Rd	77067	Inventory @ Lysandri Bayport	0	0	0	0	0	0	0	6,897	0	0	29.55	\$29.55
26-2248209	CCJ & Associates Inc	ATM PROPERTY TAX DEPT	10811 W FARMBONT FHWY	LA PORTE, TX 77571-6008	10801 Chasola Rd	77067	Inventory @ Lysandri Bayport	0	0	0	0	0	0	0	2,548	0	0	11.45	\$11.45
26-2279860	CCI and Associates LLC	ATM PROPERTY TAX DEPT	10811 W FARMBONT FHWY	LA PORTE, TX 77571-6008	10801 Chasola Rd	77067	Inventory @ Lysandri Bayport	0	0	0	0	0	0	0	73,168	0	0	809.27	\$809.27
26-2325349	VEKUL WTS SERVICES	ATM PROPERTY TAX DEPT	4628 Stoneman Rd	HOUSTON, TX 77057-6211	10801 Chasola Rd	77067	Inventory @ Lysandri Bayport	0	0	0	0	0	0	0	0	0	0	0	\$0.00
21-2257107	Midland Petroleum	ATM TAX DEPT	1610 TRAVIS ST STE 600	HOUSTON, TX 77002-5628	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	4,797	0	0	21.59	\$21.59
16-2219807	Ashland Industrial Europe GmbH	ATM TAX DEPT	PO BOX 53348	LEXINGTON KY 40555-5348	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	0	0	0	0	\$0.00
15-2224772	Ashland Specialty Ingredients	ATM TAX DEPT	PO BOX 53348	LEXINGTON KY 40555-5348	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2312624	Evelyn Corporation	ATM TAX DEPT	249 Jefferson Rd	PARANGLIA NJ 07654-2827	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	398,815	0	0	1,785.73	\$1,785.73
26-2430848	GEVO Inc.	ATM TAX DEPT	345 JEFFERSON ST, STE 310	PARANGLIA NJ 07654-2827	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	18,178	0	0	86.30	\$86.30
26-2330417	NEOS Oxygens USA LLC	ATM TAX DEPT	2600 S SHORE BLVD STE 600	LEAGUE CITY TX 77573-7944	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-1019801	NYN Innovations	Attn: Corp Tax	PO BOX 511	Kingsport, TN 37682-5000	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	18,138	0	0	81.82	\$81.82
15-2144797	Soude Inc.	Attn: Corp Tax	PO BOX 511	Kingsport, TN 37682-5000	10200 Bay Area Blvd	77057	Inventory @ Midcontinent Chemical Bayport	0	0	0	0	0	0	0	744	0	0	3.35	\$3.35
11-000032	BMCI Corporation	Attn: Tax Department	100 Park Ave	Ironham Park, AL 36033-1048	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	80,260	0	0	2,264.13	\$2,264.13
21-2226855	Brenntag Southwest Inc	Attn: Tax Department	610 Vaher Rd	Longview, TX 75804-6201	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
21-2298472	Dart Kabi Specialty Catalysts	Attn: Tax Department	11200 Washburn Rd, S E 400	Houston, TX 77042-2324	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	271,216	0	0	1,231.88	\$1,231.88
17-2277738	Purac Chemicals Inc.	Attn: Tax Department	299 Jefferson Rd	PARANGLIA NJ 07654-2827	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	13,023	0	0	58.80	\$58.80
17-2272885	Novate Chemicals Inc.	Attn: Tax Department	5200 Spangler Rd	PARANGLIA NJ 07654-2827	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2310226	Novate Chemicals Inc.	Attn: Tax Department	5200 Spangler Rd	PARANGLIA NJ 07654-2827	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2310226	Novate Chemicals Inc.	Attn: Tax Department	5200 Spangler Rd	PARANGLIA NJ 07654-2827	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
24-2314222	Novate Chemicals Inc.	Attn: Tax Department	5200 Spangler Rd	PARANGLIA NJ 07654-2827	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
17-2268592	Midland & Company	Attn: Tax Department	PO BOX 1828	Springburg, BC 13304-1828	1200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
21-2356456	Kelex Group LLC	Attn: Tax Department	PO BOX 1151	Atlanta, AL 36012-1151	1200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	1,289	0	0	0	\$0.00
21-2356455	Kelex Corporation	Attn: Tax Department	180 Cavendish Pk, STE 1530	Atlanta, AL 36012-1151	1200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	271,330	0	0	1,271.85	\$1,271.85
16-2326409	Palm Multi-Catal	Attn: Tax Department	800	The Woodlands, TX 77380	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	7,881	0	0	1.81	\$1.81
17-2268576	The Dow Chemical Company	Attn: Tax Department	332 CH 337 E, AFB #1144	Law Junction, TX 77556	1200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	300,114	0	0	1,260.26	\$1,260.26
15-2277740	Yoda Specialties USA Inc	Attn: Tax Department	1201 Washburn St, Ste. 1000	Houston, TX 77057-5955	11200 Bay Area Blvd	77067	Inventory @ Multi-Chem Group	0	0	0	0	0	0	0	0	0	0	0	\$0.00
20-2312110	Mengchem Energy	ATM TAX DEPT	PO BOX 2427	SHARNA GA 30087-2427	3448 Pasadena Fwy	77053	Inventory @ MWP	0	0	0	0	0	0	0	9,032.442	0	0	42,867.37	\$42,867.37
21-2355554	Crye International Inc	ATM TAX DEPT	809 Jefferson CT	Baltimore, MD 21221-0985	3448 Pasadena Fwy	77053	Inventory @ MWP	0	0	0	0	0	0	0	0	0	0	0	\$0.00
20-2336149	Valero Refining & Supply Co	ATM PROPERTY TAX DEPT	6345 NANTON TX 76708-0110	3448 Pasadena Fwy	3448 Pasadena Fwy	77053	Inventory @ MWP	0	0	0	0	0	0	0	10,811,362	0	0	48,102.71	\$48,102.71
24-2326061	Keith Barnett Thompson	ATM PROPERTY TAX DEPT	111 RIDC PARK WEST DRIVE	PITTSBURGH PA 15275	5108 Underwood Rd	77507	Vehicles @ QueueWash	0	0	0	0	0	0	0	29,409	0	0	132.34	\$132.34
24-2327043	Lanxess Corporation	ATM PROPERTY TAX DEPT	111 RIDC PARK WEST DRIVE	PITTSBURGH PA 15275	5108 Underwood Rd	77507	Vehicles @ QueueWash	0	0	0	0	0	0	0	408,082	0	0	1,840.83	\$1,840.83

PANHANDLE INDUSTRIAL DISTRICT SUMMARY - TX 2024

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing City/State/Zip	Location Address	Location City/State/Zip	Fee/Type	Lead Assessment	CWP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due
20-213186	Lanxess Sydexis US LLC	ATIN PROPERTY TAX 111 RDC PARK WEST DRIVE		PHILADELPHIA PA 19127	5100 Underwood Rd.	Pharmacia, TX 77057	Deeds for 2024											0.00	\$0.00
21-2355243	Lynxide Chemical Company	ATIN PROPERTY TAX PO BOX 3646		HOUSTON TX 77055-3646	5100 Underwood Rd.	Pharmacia, TX 77057	Deeds for 2024											0.00	\$0.00
20-219244	NAC Express, LLC	ATIN PROPERTY TAX 17008 LIGHTHOUSE VIEW DR		PHILADELPHIA PA 19127	5100 Underwood Rd.	Pharmacia, TX 77057	M&E @ Quik/Wash								28,349			118.54	\$118.54
25-2440392	PSC Custom LLC	ATIN PROPERTY TAX 1500 Underwood Road		Pharmacia, TX 77057-1079	5100 Underwood Rd.	Pharmacia, TX 77057	M&E @ Quik/Wash								3,800			0.00	\$17.10
20-237949	Ramon Penal Salazar	ATIN PROPERTY TAX 15700 Woodwing Tr.		Fredericksburg TX 77954-5033	5100 Underwood Rd.	Pharmacia, TX 77057	Inventory @ Oilfield Baypark								158,948			558.84	\$158.94
07-000016	Advent Industries Industrial	Adm. Tax Department 6010 Hwy 141 Price		Gainesville, FL 32607-4018	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								3,201,387			13,508.85	\$13,508.85
22-277801	Magna LLC	Adm. Tax Department 12711 Port Rd		Saunders, TX 77586-1204	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								212,899			851.17	\$851.17
48-880008	Amcor Arco	Adm. Tax Department 4303 OOD HIGHWAY 148 N/11E		PARAGAR, TX 75927-8177	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								28,429.26			35.429.26	\$35,429.26
48-880008	Amcor Arco	Adm. Tax Department 2600 MARSH ST		PHILADELPHIA PA 19123	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								7,017.18			3,1578.64	\$3,1578.64
48-880008	Amcor Arco	Adm. Tax Department 2600 MARSH ST		PHILADELPHIA PA 19123	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,398.93			4,878.89	\$4,878.89
15-227147	BAET Corporation	Adm. Tax Department 100 Park Ave.		Princeton, NJ 07912-1448	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								4,838.88			21,472.10	\$21,472.10
15-201808	Best Crop Services LP	Adm. Tax Department 100 Bay Rd		Pittsburg PA 15206-3707	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								4,208.30			18,182.90	\$18,182.90
REIRYMAN CHEMICAL	Adm. Tax Department 635 W Ardmore St			HOUSTON TX 77006-5066	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								4,726			71.27	\$71.27
21-237458	Bio Services, LLC	Adm. Tax Department 18343 Sam Houston Park Dr		HOUSTON TX 77064-4654	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								5,922.85			25,483.76	\$25,483.76
18-000005	Bio Services, LLC	Adm. Tax Department 515-200 Sam Houston Park Dr		HOUSTON TX 77064-4656	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								924,917			4,189.28	\$4,189.28
15-227188	Chasman Corporation	Adm. Tax Department 223 La Crosse Blvd W		Amy, TX 76838-4487	12711 Port Road	Saunders, TX 77586-1204	M&E @ Oilfield Baypark								3,271.57			8,727.48	\$8,727.48
21-2356218	Chemical Oxygen Co. LLC	Adm. Tax Department PO BOX 285		HOUSTON TX 77001-0285	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
20-235685	Chemical Oxygen Company	Adm. Tax Department PO BOX 285		HOUSTON TX 77001-0285	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
17-227508	CO-OP	Adm. Tax Department 1001 S. Pine Dr.		Spring, TX 77380-1448	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			6.80	\$6.80
15-227516	CO-OP	Adm. Tax Department 1001 S. Pine Dr.		Spring, TX 77380-1448	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			6.80	\$6.80
20-245254	Chemical Oxygen Company	Adm. Tax Department 1001 S. Pine Dr.		Spring, TX 77380-1448	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			6.80	\$6.80
25-239637	Chemical USA INC	Adm. Tax Department PO BOX 285		HOUSTON TX 77001-0286	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
21-239637	Chemical USA INC	Adm. Tax Department PO BOX 285		HOUSTON TX 77001-0286	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
14-000001	Chemical USA	Adm. Tax Department 1 Conover Circle		Highway, PA 15005-9741	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								15,442.95			70,848.84	\$70,848.84
48-880008	Chemical USA	Adm. Tax Department 333 391 331 F-99 Bldg 19 4A		Lava Jackson, TX 77358	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								13,888.165			46,812.84	\$46,812.84
07-000019	Chemical USA	Adm. Tax Department PO Box 511		Kingwood, TN 37082-0080	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								4,197.683			544,853.97	\$544,853.97
24-2418070	Chemical USA	Adm. Tax Department 901 WILSHIRE DR STE 870		TROY MI 48064-1845	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
18-2146412	Chemical USA	Adm. Tax Department 901 WILSHIRE DR STE 870		TROY MI 48064-1845	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,668,839			8,365.49	\$8,365.49
20-234643	Chemical USA	Adm. Tax Department 1700 KAUFMAN HWY STE 1120		HOUSTON TX 77078-3931	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								308,003			1,388.10	\$1,388.10
08-000003	Chemical USA	Adm. Tax Department ATIN TAX DEPT		THE WOODLANDS TX 77387-4490	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
20-234650	Chemical USA	Adm. Tax Department 15 LAKE ST STE A		GREYSBY ON L34 204	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								488,846			2,108.55	\$2,108.55
18-000000	Chemical USA	Adm. Tax Department THE WOODLANDS TX		77387-4490	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								14,824			87.37	\$87.37
24-2418472	Chemical USA	Adm. Tax Department 100 W Warramille Rd		Port Lavaca, TX 77979	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
21-2426289	Chemical USA	Adm. Tax Department 100 W Warramille Rd		Port Lavaca, TX 77979	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,327,808			5,882.77	\$5,882.77
24-2005643	Chemical USA	Adm. Tax Department 100 W Warramille Rd		Port Lavaca, TX 77979	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								372,885			1,687.94	\$1,687.94
21-2426289	Chemical USA	Adm. Tax Department 100 W Warramille Rd		Port Lavaca, TX 77979	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								36,775			178.99	\$178.99
24-2005643	Chemical USA	Adm. Tax Department 100 W Warramille Rd		Port Lavaca, TX 77979	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								2,472.196			11,124.07	\$11,124.07
48-880008	Chemical USA	Adm. Tax Department PO BOX 285		Winn, KS 67291-2900	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
24-2357463	Chemical USA	Adm. Tax Department 2025 BAY AREA BLVD SITE 600		HOUSTON TX 77058-1205	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			8,832.32	\$8,832.32
24-2091844	Chemical USA	Adm. Tax Department 2025 BAY AREA BLVD SITE 600		HOUSTON TX 77058-1205	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
20-231651	Chemical USA	Adm. Tax Department 2025 BAY AREA BLVD SITE 600		HOUSTON TX 77058-1205	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
18-226802	Chemical USA	Adm. Tax Department PO BOX 1608		Pharmacia, PA 15344-8006	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,986,870			8,832.32	\$8,832.32
21-2355146	Chemical USA	Adm. Tax Department PO BOX 1644		Pharmacia, PA 15344-8006	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
21-0250155	Chemical USA	Adm. Tax Department PO BOX 1608		Pharmacia, PA 15344-8006	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,200,870			5,538.12	\$5,538.12
07-000015	Chemical USA	Adm. Tax Department 1515 Park Row, S11 200		HOUSTON TX 77048-4844	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								314,614			1,418.71	\$1,418.71
07-000024	Chemical USA	Adm. Tax Department 20 Research Park Drive		San Carlos, MO 63204	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								192,987			3,282.86	\$3,282.86
48-880018	Chemical USA	Adm. Tax Department PO Box 2750		HOUSTON TX 77227-2750	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								188,860			704.23	\$704.23
18-226801	Chemical USA	Adm. Tax Department 11872 Katy Pkwy, 1146		HOUSTON TX 77058-1731	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								431,414			1,841.43	\$1,841.43
15-221825	Chemical USA	Adm. Tax Department 15375 Memorial Dr, S11 300		HOUSTON TX 77078-1143	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00
21-2359173	Chemical USA	Adm. Tax Department 2148 Technology Forest Blvd		Spring, TX 77381-5261	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								1,145,833			7,852.86	\$7,852.86
12-2146417	Chemical USA	Adm. Tax Department 11872 Katy Pkwy		HOUSTON TX 77058-1624	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								178,189			808.28	\$808.28
24-2418388	Chemical USA	Adm. Tax Department 3334 Chastain Ave		Memphis, TN 38168-9069	12711 Port Road	Saunders, TX 77586-1204	Inventory @ Oilfield Baypark								0			0.00	\$0.00



PANHANDLE METROPOLITAN DISTRICT SUMMARY - TX 2021

Account #	Company	Mailing Address 1	Mailing Address 2	Mailing Chy/State Zip	Location	City/State Zip	Facility	Land Assessment	CVWP	1st Year New Construction	2nd Year New Construction	3rd Year New Construction	4th Year New Construction	5th Year New Construction	6th Year New Construction	Personal Property Assessment	Improvement Assessment	Exempt Assessment	Calculated Payment	Payment Due	
21-225617	GA America Inc	Abc: Tax Department	3 City Plaza Dr, 21E 849	San Antonio, MO 63114-7040	Pharmacia, TX	77507	City of Pasadena	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
09-000033	Van Van Leasing	Abc: Tax Department	20 Commerce Dr, STE 338	Crandall, TX 75116-3677	Pharmacia, TX	77507	Vehicle @ Port	0	0	0	0	0	0	0	0	763,883	0	0	3,438.32	\$3,438.32	
12-297833	Houston Terminal LLC	Abc: Tax Department	700 Watermark Blvd	Mount Pleasant, SC 29524-7100	Pharmacia, TX	77507	Personal Property @ Port	0	0	0	0	0	0	0	0	82,645,938	0	0	137,088.11	\$137,088.11	
23-2150048	Houston Terminal LLC	Abc: Tax Department	700 Watermark Blvd	Mount Pleasant, SC 29524-7100	Pharmacia, TX	77507	Inventory @ Port	0	0	0	0	0	0	0	0	581,680	0	0	2,859.86	\$2,859.86	
23-231384	Houston Terminal LLC	Abc: Tax Department	700 Watermark Blvd	Mount Pleasant, SC 29524-7100	Pharmacia, TX	77507	Inventory @ Port	0	0	0	0	0	0	0	0	699,417	0	0	3,372.61	\$3,372.61	
25-2077107	Houston Terminal LLC	Abc: Tax Department	750 College Rd E	Pharmacia, TX	Pharmacia, TX	77507	Inventory @ Port	0	0	0	0	0	0	0	0	1,917,984	0	0	15,918.64	\$15,918.64	
08-000049	Meriva Terminal Corp	Abc: Tax Department	55 N Atlantic Pkwy Ste 400	Chandler, AZ 85224-5301	Pharmacia, TX	77507	Equip & Veh @ Port	0	0	0	0	0	0	0	0	41,253	0	0	38.09	\$38.09	
15-2225014	McCarty Building Company Inc	Abc: Jesse Brown	1285 Merchants Rd	San Louis, MO 63131-1811	Pharmacia, TX	77507	Equip @ Port	0	0	0	0	0	0	0	0	64,258	0	0	244.04	\$244.04	
25-2417259	Merid Steel Company	Abc: Tax Department	2905 Lubatek Dr E	Grand Rapids, MI 49546-7116	Pharmacia, TX	77507	Inventory @ Port	0	0	0	0	0	0	0	0	80,645	0	0	383.73	\$383.73	
09-000036	Terminal Lnk, Texas	Abc: Tax Department	55 N Arizona Pl, Ste. 400	Chandler, AZ 85224-5301	Pharmacia, TX	77507	Equip & Veh @ Port	0	0	0	0	0	0	0	0	2,565,948	0	0	13,779.82	\$13,779.82	
09-000038	Tex Intermodal	Abc: Tax Department	211 College Road S	Pharmacia, TX 77507-2622	Pharmacia, TX	77507	Decks for 2025	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
21-2248817	Habit Transportation	ATTK: TAX DEPT	PO BOX 848	FLORENCE PARK, TX 77567-2622	Pharmacia, TX	77507	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
24-2219137	Mecop Antonio Mena	2010 8TH ST	GALENA PARK, TX 77567-2622	Pharmacia, TX	Pharmacia, TX	77507	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
16-000018	Brock Services LTD	Abc: Tax Department	10343 Sam Houston Pkwy Ste 200	Houston, TX 77064-4656	Pharmacia, TX	77507	Decks for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00
48-111006	DVP Enterprises Inc	ATIN FAMILY TAX	4811 S 98TH ST	OMAHA, NE 68127-1202	Pharmacia, TX	77507	Inventory @ Total	0	0	0	0	0	0	0	0	8,121	0	0	38.54	\$38.54	
12-296573	CHR Industrial LLC	ATIN PROPERTY TAX	13111 LOCKWOOD RD	HOUSTON, TX 77064-1784	Pharmacia, TX	77507	Inventory @ Total	0	0	0	0	0	0	0	0	18,705	0	0	89.88	\$89.88	
12-294808	Summa Plastic	Abc: Tax Department	PO Box 489	Pearland, TX 77588-0488	Pharmacia, TX	77507	Decks for 2024	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-232897	Wardwell LLC	Abc: Tax Department	510 SE LOOP 410	SAN ANTONIO, TX 78222-1212	Pharmacia, TX	77507	Decks for 2024	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
23-227520	Ratavone Inc	Abc: Tax Department	510 SE LOOP 410	SAN ANTONIO, TX 78222-1212	Pharmacia, TX	77507	Personal Property	0	0	0	0	0	0	0	0	69,387	0	0	287.25	\$287.25	
23-238040	Reveret Industrial LLC	Abc: Tax Department	510 SE LOOP 410	SAN ANTONIO, TX 78222-1212	Pharmacia, TX	77507	Inventory @ Total	0	0	0	0	0	0	0	0	38,142	0	0	174.34	\$174.34	
20-291750	Sea Pan Refining LP	ATIN PROPERTY TAX	322 SH 332 E	LAKE JACKSON, TX 77566-1001	Pharmacia, TX	77507	Inventory @ Trison West	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
24-242692	Shra Services LLC	ATIN PROPERTY TAX	322 SH 332 E	LAKE JACKSON, TX 77566-1001	Pharmacia, TX	77507	HAZ @ W R Grass	0	0	0	0	0	0	0	0	17,629	0	0	18.63	\$18.63	
24-241756	L & R Technical Welding & Fabrication	ATIN TAX DEPT	PO BOX 240130	SAN ANTONIO, TX 78224-0139	Pharmacia, TX	77507	Decks for 2025	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
24-2421230	L & R Technical Welding & Fabrication	ATIN TAX DEPT	PO BOX 240130	SAN ANTONIO, TX 78224-0139	Pharmacia, TX	77507	Decks for 2025	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
25-228860	Temp Pugh	ATIN TAX DEPT	7520 Wilcox Drive	Columbia, MO 21044-0009	Pharmacia, TX	77507	Vehicle @ W R Grass	0	0	0	0	0	0	0	0	7,869	0	0	11.70	\$11.70	
16-093689	Advanced Compressor Technology	Abc: Tax Department	5783 Geneva Red Bull Rd	Pharmacia, TX 77507-1065	Pharmacia, TX	77507	Vehicle @ WCP Texas	0	0	0	0	0	0	0	0	205,298	0	0	867.30	\$867.30	
16-207693	Advanced Compressor Technology	Abc: Tax Department	1400 Louis Bolt Dr	Isabel, IL 60916-1811	Pharmacia, TX	77507	Personal Property @ WCP Texas	0	0	0	0	0	0	0	0	4,000	0	0	18.00	\$18.00	
20-1041816	Scoria LLC	ATIN TAX DEPT	2475 PINNACLE DR	WILMINGTON DE 19803-7269	Pharmacia, TX	77507	DECK (NO 2021)	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
20-0946242	MHD LLC	ATIN PROPERTY TAX	PO BOX 310	GRAND ISLAND, NY 14072-0310	Pharmacia, TX	77507	Supplier @ Zook Chemical	0	0	0	0	0	0	0	0	3,845	0	0	16.40	\$16.40	
20-0926302	Piang & Equipment Inc	ATIN TAX DEPT	437 JEFFERSON AVENUE	WASHINGTON PA 15301-4276	Pharmacia, TX	77507	Decks for 2024	0	0	0	0	0	0	0	0	0	0	0	0.00	\$0.00	
Total:										95,109,049	1,559,487,149	387,100,971	62,669,947	196,218,330	2,277,661,916	8,175,359,727	463,697,883	31,491,235.96	31,491,235.96	\$31,491,235.96	
Contract Billable =										527,475,021.00											
Total Billed + Short =										-58,964,214.54											
Billable Prior to Correction =										527,475,021.00											
City Adjustment =										0.00											

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

2F 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 \$345,557.00 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:   
REQUIRES APPROPRIATION:   
See attached Certification

COUNCIL DISTRICT(S) AFFECTED: E/F

		COUNCIL ACTION	
		FIRST READING:	FINAL READING:
<u>Robin S. Green, Jr.</u> Robin S. Green, Jr. DATE: 12/22/2025 REQUESTING PARTY (TYPED)			
<u>Sherry Womack</u> BUDGET DEPARTMENT		MOTION	MOTION
<u>PURCHASING DEPARTMENT</u>		SECOND	SECOND
APPROVED:			
<u>Cur Bronzler</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Schoenlein</u> MAYOR		DEFERRED:	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: December 22, 2025

AMOUNT: \$345,557.00

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 JIM-AL LTD.

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. 2026-\_\_\_\_\_

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 \$345,557.00 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  
PropertyAcq. 2815LilacSt (L.Vince-A.Bayou.SeparationProj) (CIP#D054) 26 (2)

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 Three Hundred Forty-Five Thousand Five Hundred Fifty-Seven Dollars (\$345,557.00), 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 2nd day of December, 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 **JIM-AL, LTD., a Texas limited partnership**, 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, Harris County, TX 77503** and being further described as:

A tract of land consisting of 0.944 acres (41,119 square feet), more or less, being more particularly described and depicted 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 **Three Hundred Forty-Two Thousand Eight Hundred Thirty and No/100 Dollars (\$342,830.00)**, (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 represents a settlement and compromise by all parties as to the value of the property in order to avoid formal eminent domain proceedings and the added expense of litigation.

**POSSESSION OF THE PROPERTY WILL BE GIVEN TO THE CITY AT THE TIME OF CLOSING. THE CLOSING DATE SHALL BE NO LATER THAN \_\_\_\_ 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 a 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: JIM-AL, LTD., a Texas limited partnership**

By: Betty Munz  
Betty Emilie Stepan Munz, Limited Partner

By: Jimmy R. Brceulove  
Jimmy Brceulove, Limited Partner

**Mailing Address: 2911 E. Broadway Ste. 107 Pearland, TX 77581**

**GRANTEE:**

CITY OF PASADENA

By: \_\_\_\_\_  
Thomas Schoenbein, Mayor

**EXHIBIT "A"**  
Legal Description

Survey of a 0.944 acre (41,119 square feet) tract of land being a portion of Lots 1, 2 and lot 3 out of Block No. 2 of Golden Acres, No. 2, as recorded in Volume 11, Page 60 of the Harris County Map Records, in Pasadena, Harris County, Texas.

BEGINNING at a set 5/8" iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60-foot right-of-way) and the South right-of-way line of Sycamore Avenue (called 60-foot right-of-way) being the Northwest corner of the said Lot 1, and also being the Northwest corner of the herein described tract and the POINT OF BEGINNING.

THENCE, North 86 deg. 59 min. 19 sec. East along the South line of the Sycamore Avenue a distance of 60.00 feet to a set 5/8 inch iron rod w/cap for a Northeast corner of the herein described tract.

THENCE, South 57 deg. 58 min. 12 sec. East across Lots 1, 2 and 3 distance of 350.94 feet to set 5/8" iron rod w/cap, lying in the middle area of Lot No. 1, for an interior corner of the herein described tract.

THENCE, South 86 deg. 59 min. 35 sec. West across the said Lot No. 3 a distance of 348.20 feet to a set 5/8 inch iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60-foot right-of-way) for the Southwest corner of the herein described tract.

THENCE North 02 deg. 45 min. 51 sec. West along the East right-of-way of Lilac Street and the West right-of-way line of part of Lot 3 and all of Lots 1 and 2, a distance of 201.38 feet to a set 5/8" iron rod w/cap, lying at the intersection of the East right-of-way line of Lilac Street and the South right-of-way line of Sycamore Avenue, being the POINT OF BEGINNING containing 0.944 acres 41,119 square feet.



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

**Settlement Statement**

**Settlement Date:**

**Order Number:** 1035012400354  
**Escrow Officer:** Susan Simmons  
**Buyer:** City of Pasadena  
 1149 Ellsworth Dr  
 Pasadena, TX 77506

**Seller:** JIM-AL LTD, a Texas limited partnership  
 623 Fox Hollow Ln  
 Pasadena, TX 77504

**Lender:**

**Property:** Lot(s): 1, 2 & 3 Block: 2 Golden Acres Section: 2 Parcel ID(s):

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Total Consideration</b>		
	342,830.00	Purchase Price	342,830.00	
		<b>Title/Escrow Charges</b>		
		Owner's Policy Premium to Charter Title Company Coverage: \$342,830.00 Version: Owner's Policy of Title Insurance (T-1) - 2014	2,112.00	
		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	5.00	
		<b>Recording Charges</b>		
		Recording Charges	37.00	
		<b>Miscellaneous Charges</b>		
3,474.78		2025 County Tax 061 206 062 0001 to Annette Ramirez Tax Assessor- Collector		
3,260.78		2025 ISD 061 206 062 0001 to Pasadena ISD		
6,735.56	342,830.00	<b>Subtotals</b>	345,557.00	0.00
		<b>Balance Due FROM Buyer</b>		<b>345,557.00</b>
<b>336,094.44</b>		<b>Balance Due TO Seller</b>		
342,830.00	342,830.00	<b>Totals</b>	345,557.00	345,557.00

**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**

JIM-AL LTD, a Texas limited partnership

BY: \_\_\_\_\_  
Blaed Munz, Managing Partner

Charter Title Company

By: \_\_\_\_\_  
Susan Simmons

## SPECIAL WARRANTY DEED

*December*  
Date: ~~November~~ 2, 2025

Grantor and Grantor's JIM-AL, LTD., a Texas  
limited partnership

Mailing Address: 2911 E. Broadway Ste.107  
Pearland, TX 77581

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.

Survey of a 0.944 acre (41,119 square feet) tract of land being a portion of Lots 1, 2 and lot 3 out of Block No. 2 of Golden Acres, No. 2, as recorded in Volume 11, Page 60 of the Harris County Map Records, in Pasadena, Harris County, Texas 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 December 2, 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 2nd day of December, 2025.

**GRANTOR:**

**JIM-AL, LTD., a Texas limited partnership**

By: Betty Munz

Name: Betty Emilie Stepan Munz

Title: Limited Partner

**GRANTOR:**

**JIM-AL, LTD., a Texas limited partnership**

By: Jimmy R. Breedlove

Name: Jimmy Breedlove

Title: Limited Partner

---

**Corporate Acknowledgment**

State of Texas

County of HARRIS

This instrument was acknowledged before me on December 2, 2025,

by Betty Emilie Stepan Munz as Limited Partner of **JIM AL, LTD, a Texas Limited Partnership** 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.



[Signature]

Notary Public's Signature

My Commission Expires: 10-19-2029

## Corporate Acknowledgment

State of Texas

County of Harris

This instrument was acknowledged before me on December 2, 2025,

by Jimmy Breedlove as Limited Partner of JIM AL, LTD, a Texas Limited Partnership 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: 10/19/2029

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"**  
Legal Description

Survey of a 0.944 acre (41,119 square feet) tract of land being a portion of Lots 1, 2 and lot 3 out of Block No. 2 of Golden Acres, No. 2, as recorded in Volume 11, Page 60 of the Harris County Map Records, in Pasadena, Harris County, Texas.

BEGINNING at a set 5/8" iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60-foot right-of-way) and the South right-of-way line of Sycamore Avenue (called 60-foot right-of-way) being the Northwest corner of the said Lot 1, and also being the Northwest corner of the herein described tract and the POINT OF BEGINNING.

THENCE, North 86 deg. 59 min. 19 sec. East along the South line of the Sycamore Avenue a distance of 60.00 feet to a set 5/8 inch iron rod w/cap for a Northeast corner of the herein described tract.

THENCE, South 57 deg. 58 min. 12 sec. East across Lots 1, 2 and 3 distance of 350.94 feet to set 5/8" iron rod w/cap, lying in the middle area of Lot No. 1, for an interior corner of the herein described tract.

THENCE, South 86 deg. 59 min. 35 sec. West across the said Lot No. 3 a distance of 348.20 feet to a set 5/8 inch iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60-foot right-of-way) for the Southwest corner of the herein described tract.

THENCE North 02 deg. 45 min. 51 sec. West along the East right-of-way of Lilac Street and the West right-of-way line of part of Lot 3 and all of Lots 1 and 2, a distance of 201 38 feet to a set 5/8" iron rod w/cap, lying at the intersection of the East right-of-way line of Lilac Street and the South right-of-way line of Sycamore Avenue, being the POINT OF BEGINNING containing 0.944 acres 41,119 square feet.

# COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



**Fidelity National Title Insurance Company**

**1035012400354**

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:

Issued By:

**Charter Title Company**

Michael J. Nolan, President



Attest:

Marjorie Nemzura, Secretary

Authorized Signatory

## 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: January 4, 2026 at 8:00 AM  
Commitment No.: 1035012400354

GF No.: CH-3501-1035012400354-SS  
Issued: January 9, 2026 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: \$342,830.00  
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:

JIM-AL, LTD., a Texas limited partnership

**SCHEDULE A**  
(continued)

4. Legal description of land:

Survey of a 0.944 acre (41,119 square feet) tract of land being a portion of Lots 1, 2 and lot 3 out of Block No. 2 of Golden Acres, No. 2, as recorded in Volume 11, Page 60 of the Harris County Map Records, in Pasadena, Harris County, Texas.

BEGINNING at a set 5/8" iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60 foot right-of-way) and the South right-of-way line of Sycamore Avenue (called 60 foot right-of-way) being the Northwest corner of the said Lot 1, and also being the Northwest corner of the herein described tract and the POINT OF BEGINNING.

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THENCE, South 57 deg. 58 min. 12 sec. East across Lots 1, 2 and 3 distance of 350.94 feet to set 5/8" iron rod w/cap, lying in the middle area of Lot No. 1, for an interior corner of the herein described tract.

THENCE, South 86 deg. 59 min. 35 sec. West across the said Lot No. 3 a distance of 348.20 feet to a set 5/8" iron rod w/cap lying on the East right-of-way line of Lilac Street (called 60 foot right-of-way) for the Southwest corner of the herein described tract.

THENCE North 02 deg. 45 min. 51 sec. West along the East right-of-way of Lilac Street and the West right-of-way line of part of Lot 3 and all of Lots 1 and 2, a distance of 201.38 feet to a set 5/8" iron rod w/cap, lying at the intersection of the East right-of-way line of Lilac Street and the South right-of-way line of Sycamore Avenue, being the POINT OF BEGINNING containing 0.944 acres 41,119 square feet.

*Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.*

**END OF SCHEDULE A**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Commitment No.: 1035012400354

GF No.: CH-3501-1035012400354-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 2024 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 2024 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. The following exception will appear in any policy issued (other than the T-1R Residential Owner's Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:  
  
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. Drainage ditch/easement along the northeasterly property line as shown by the plat of Golden Acres No. 2 recorded in Volume 11, Page 60 of the Map Records of Harris County, Texas, and further reflected on survey dated May 18, 2022 made by Allen Munz, Registered Professional Land Surveyor No. 1855, R. W. Patrick & Associates, Inc., Job No. S-16-15.
  - d. 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.

## SCHEDULE C

Commitment No.: 1035012400354

GF No.: CH-3501-1035012400354-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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Intentionally deleted
7. Intentionally deleted
8. Intentionally deleted
9. 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 limited partnership named below.

Name: JIM-AL, LTD., a Texas limited partnership

- a) A complete copy of the limited partnership agreement and all amendments thereto.
- b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Notes:

The Limited Partnership Agreement for JIM-AL, LIMITED states business will be conducted under the name

**SCHEDULE C**

(continued)

JIM-AL, LTD.. The entity is indexed under "JIM-AL, LTD" in the Office of the Secretary of State and on the State Comptroller's website.

Information from the State Comptroller's Office indicates that this entity is currently in good standing. as of January 9, 2026

## 10. TWENTY FOUR MONTH CHAIN:

Vesting: **JIM-AL LTD.** by virtue of the following:

Special Warranty Deed from BMB Ventures dated July 17, 2025, recorded July 22, 2025 at Clerk's File No. RP-2025-284175,

General Warranty Deed from Charles Baker dated October 28, 2022, recorded October 29, 2021 at Clerk's File No. RP-2021-624182, in the Official Public Records of Harris County, Texas. (Charles Baker did not own west part of Lots 1 to 3.)

Previous: General Warranty Deed from BMB Ventures to Charles Baker dated January 29, 2016, recorded at Clerk's File No. RP-2016-57585 and by Correction Affidavit (as to legal description) recorded September 18, 2018 at Clerk's File No. RP-2018-426554, in the Official Public Records of Harris County, Texas. (As to the southeast portion of Lot 3)

Previous: Special Warranty Deed from M.R. Prabhu to **BMB Ventures, LLC** dated April 7, 2015, recorded April 10, 2015 at Clerk's File No. 20150147328, in the Official Public Records of Harris County, Texas.

## 11. 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.: 1035012400354

GF No.: CH-3501-1035012400354-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:

<b>Owner's Policy</b>	<b>\$</b>	<b>2,112.00</b>
<b>Total</b>	<b>\$</b>	<b>2,112.00</b>

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
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\*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](mailto: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](http://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: [aginqueries@ag.state.nv.us](mailto:aginqueries@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](mailto: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, Ticor, 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, Ticor 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](mailto: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>

1-20-26  
Agenda

# AGENDA REQUEST

ORDINANCE     RESOLUTION

26

NO: 2026-

CAPTION: AN ORDINANCE TO AUTHORIZE A CONTRACT WITH DSW HOMES, LLC FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 3721 WASHINGTON ST., PASADENA, TEXAS 77503, FOR A TOTAL APPROPRIATION OF \$253,983.40.

RECOMMENDATIONS & JUSTIFICATION: AUTHORIZE AWARD OF THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, DSW HOMES, LLC. FORMAL BIDS WERE OPENED ON NOVEMBER 25, 2025 FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 3721 WASHINGTON ST. FUNDS PROVIDED UNDER THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

(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: 01/05/26  
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Carl Brander*

CITY ATTORNEY

DATE

DATE

*Thomas Schoenheit*

MAYOR

DEFERRED: \_\_\_\_\_

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 12-29-25

AMOUNT: **\$253,983.40**

DEPARTMENT NO: **065 – HOME Program**

ACCOUNT NO. **849611**

TASK NO. **HO127/HO128**

CIP NO. **N/A**

PROJECT DESCRIPTION: Demolition and Reconstruction of a single family home within the City of Pasadena, located at 3721 Washington Street, Pasadena, TX 77503.

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HO127-849611 \$ 113,785.08

HO128-849611 \$ 128,222.92

**\$ 242,008.00 (Contract Amount)\*Base bid (\$239,508.00 + Alternate Items \$2,500.00)**

HO128-849611 \$ 11,975.40 (5% Contingency)\* Calculated using Base Bid

**\$ 253,983.40 (Total Appropriation)**

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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 AND AUTHORIZING A CONTRACT WITH DSW HOMES, LLC. FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 3721 WASHINGTON ST., PASADENA, TEXAS 77503 IN THE AMOUNT OF TWO HUNDRED FORTY TWO THOUSAND EIGHT AND 00/100 (\$242,008.00), AND CONTINGENCY OF ELEVEN THOUSAND NINE HUNDRED SEVENTY FIVE AND 40/100 (\$11,975.40) FOR A TOTAL APPROPRIATION OF TWO HUNDRED FIFTY THREE THOUSAND NINE HUNDRED EIGHTY THREE AND 40/100 (\$253,983.40).**

WHEREAS, DSW Homes, LLC submitted the lowest responsible construction bid received November 24, 2025; and

WHEREAS, bids were opened on November 25, 2025 in accordance with the advertised Legal Notice to Bidders; and

WHEREAS, the HOME Program-Homeowner Assistance Written Agreement has been executed between the Homeowner and the Community Development Department on August 20, 2025; and

WHEREAS, the expenditure of funds provided for the Housing Rehabilitation Services Program have been previously approved by HUD; and

WHEREAS, the City Controller has certified to the City Council that a sufficient sum is available for appropriation in the hereinafter mentioned account for the purpose here below stated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA :

SECTION 1. That the certain contract, a fascimile of which is attached hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and DSW Homes, LLC, for the demolition and reconstruction of a single family home located at 3721 Washington St., Pasadena, Texas, 77503, according to specifications as set forth in the Notice to Bidders and bid proposal of the Contractor, received pursuant thereto on November 24, 2025, 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 hereunder has heretofore been duly certified for availability of payment out of Account No.'s HO127-849611 (\$113,785.08) and HO128-849611 (\$140,198.32), for a total amount of (\$253,983.40), and such amount is hereby appropriated for the purpose of provided 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, Texas chargeable thereto.

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 attached 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.

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  
CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA MULLER  
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  
CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA MULLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

\_\_\_\_\_  
CARI BROWNLEE  
CITY ATTORNEY  
CITY OF PASADENA, TEXAS

**EXHIBIT "A"**  
**STANDARD FORM OF AGREEMENT**

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

**DSW HOMES, LLC**

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

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

**DEMOLITION AND RECONSTRUCTION OF SINGLE-FAMILY HOME**

**3721 Washington St., Pasadena, TX 77503**

WITNESSETH, this Agreement deals with providing home demolition and reconstruction services in order to provide decent, safe and sanitary living and meet property standards for income eligible residents (Low Income Residents), which is an eligible activity under the rules and regulations regarding HOME Investment Partnerships (HOME) Program (24 CFR Part 92.205) grant funds;

WHEREAS, the U.S. Department of Housing and Urban Development regulations require the CITY to enter into a written agreement with the CONTRACTOR prior to disbursing any HOME funds to the CONTRACTOR;

WHEREAS, the CITY pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the CONTRACTOR to perform said demolition and reconstruction services in connection with the Project(s); and

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

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

**SECTION I**  
**DEFINITIONS**

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

- **"City"** is defined as the City of Pasadena and/or "Grantee".
- **"Contract"** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.1 Subaward).
- **"Contractor"** means an entity that receives a contract as defined in §200.1 Contract.
- **"Demolition"** means the tearing down, razing or removal of a building or structure, for the purpose of complete removal of buildings or structures, or to prepare for reconstruction or remodeling of a building or structure.
- **"Department"** is the City of Pasadena Community Development Department.

- **“Director”** is the Director of Community Development, or his/her designee.
- **“Environmental Review”** is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local standards.
- **“HOME funds”** means funds made available under 24 CFR Part 92, the HOME Investment Partnerships Program, through allocations and reallocations, plus program income.
- **“HOME Program”** is the Home Investment Partnerships Program.
- **“HUD”** is the U.S. Department of Housing and Urban Development.
- **“Participating jurisdiction”** means a jurisdiction that has been so designated by HUD in accordance with §92.105, also referred to as the “City”.
- **“Project”** means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.
- **“Project completion”** means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under §92.251); the final drawdown of HOME funds has been disbursed for the project; and the project completion information has been entered into the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d) of this part, project completion occurs upon completion of construction and before occupancy.
- **“Reconstruction”** means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment, except that housing that was destroyed may be rebuilt on the same lot if HOME funds are committed within 12 months of the date of destruction. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.
- **“Rehabilitation”** means making repair, alternations and additions to an existing structure so that it will be better suited to current and future needs of homeowner and so that it meets current code requirements.
- **“Single family housing”** means a one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

## **SECTION II**

### **ENVIRONMENTAL REVIEW**

Participating jurisdiction will assume responsibility for environmental review in accordance with 24 CFR 92.352. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

### **SECTION III**

#### **SCOPE OF SERVICES**

The CONTRACTOR agrees to perform home demolition and reconstruction services in connection with the project(s) as stated in the sections to follow, and for having rendered such services; the CITY agrees to pay to the CONTRACTOR compensation as stated in the sections to follow.

### **SECTION IV**

#### **EXTENT OF SERVICES**

##### **Demolition & Reconstruction**

All materials, debris and rubble from the structures shall become the property of the successful bidder. CONTRACTOR shall clear and clean premises of all debris, lumber, rubble, bricks, paper and trash. CONTRACTOR shall comply with bid specifications. CONTRACTOR shall conduct all operations in a safe workmanlike manner and to the satisfaction of the CITY. The CONTRACTOR will use CONTRACTOR'S own personnel, or shall acquire personnel at CONTRACTOR'S own expense, as may be necessary to fulfill this contract. Such personnel as may be utilized by the CONTRACTOR in the performance of this contract shall not be employees of the CITY nor shall they have any contractual relationship with the CITY. CONTRACTOR hereby agrees, at his own cost, to furnish all tools, labor, material, machinery, transportation, insurance, permits, appliances, performance bonds, payment bonds and all incidentals for the work required for the demolition and reconstruction of an existing single family house and construction of a new single family house, including the following materials and installation described in the specifications and drawings, which are referred to in the CONTRACTOR's bid proposal, attached to and made a part of this contract:

- Slab, framing, sheetrock, roof, plumbing, electrical, cabinets, trims, paint, flooring, landscaping, and any other items indicated on plans or specifications as requested to complete a single family dwelling.

All services required under this contract shall be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to provide such services.

CONTRACTOR will deliver the new single family house 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 Community Development Department 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 CONTRACTORS agreement with such parties.

### **SECTION V**

#### **TIME FOR PERFORMANCE AND NOTICE TO PROCEED**

The CONTRACTOR shall begin work on the demolition and reconstruction of the home within fifteen (15) days after being notified in writing to do so and shall complete the services called for in Sections III and IV of this Agreement within four (4) months from the date of authorization to proceed. The services shall be completed by the end of the four (4) months unless this Agreement is terminated earlier in accordance with the terms provided for herein. The CITY may, at its own discretion, extend the time of this Agreement. The extension must be in writing but does not require amendment of this Agreement.

The CONTRACTOR shall not commence the demolition and reconstruction work provided for in this Agreement until the CITY has issued a written Notice to Proceed to the CONTRACTOR.

## SECTION VI

### THE CONTRACTOR'S COMPENSATION

Subject to the CONTRACTOR'S compliance with the terms and conditions of this Agreement, the CITY agrees to pay the CONTRACTOR a total sum not to exceed TWO HUNDRED FORTY TWO THOUSAND EIGHT AND 00/100 DOLLARS (\$242,008.00). Contingency of ELEVEN THOUSAND NINE HUNDRED SEVENTY FIVE AND 40/100 DOLLARS (\$11,975.40) has been made available under this agreement, to be used only in cases of unforeseen events and must have written authorization by the Director, or his/her designee. **The City is not responsible for payment of any items which did not receive approved written authorization.**

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 amounts, 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 IV of this contract and there stipulated to be done and furnished by the CONTRACTOR, and said prices herein named shall be considered as including 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 IV. The bids herein being made for a complete work and not for parts of a work.

The CITY also gives written permission to the CONTRACTOR to request and secure the necessary permits to proceed to have the structure or structures located on the above-described premises demolished to ground level and be entitled to make appropriate disposition of all materials from said demolition in a manner agreeable to the City of Pasadena.

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

The City of Pasadena shall authorize payment to CONTRACTOR in the amount of 45% of the total contract amount once the project is 50% complete. The second payment will be authorized for 45% once the project is 100% complete and all the building permits have final approval and the "Certificate of Occupancy" from the CITY has been issued. The CITY will authorize payments for Change Orders upon approval from the Director of Housing and Community Development and the Purchasing Department. The CITY will hold 10% of the total contract amount as retainage for up to thirty (30) days while the CONTRACTOR furnishes the Release of Final Payment Affidavit, Release(s) of Liens, and Statement of Completion.

Payments normally take thirty (30) calendar days from submission of request. Final payment will not be made until all contracted items are completed, all disputes are settled and all final inspections are made. In case of disputes, final inspection will not be made until the disputes are settled.

Whenever payments on 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 as said 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 for any part of any such grant, and the CONTRACTOR 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.

## SECTION VII

### LIQUIDATED DAMAGES AND WITHHOLDING

The CONTRACTOR agrees to prosecute said work diligently and uninterruptedly after commencement, exception as

shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of working days (as defined in General Conditions) stated in the CONTRACTOR'S bid proposal, made a part of this contract. Time is of the essence of this Agreement, and the CONTRACTOR expressly stipulates that he understands that it is important to the CITY that the services to be provided must be completed within the specified time of four (4) months from the written Notice to Proceed.

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 Conditions, the CONTRACTOR shall pay to the CITY minimum liquidated damages of \$100.00 per calendar day, 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 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 otherwise, from any moneys owing by it to said CONTRACTOR or the CITY may recover such amount from the CONTRACTOR; 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.

Exceptions to this rule shall be in cases of inability to perform the work due to inclement weather, a back order of specified materials, written proof of back order must be supplied, or some other unforeseen circumstance (approved by the Community Development Department).

## **SECTION VIII**

### **INSURANCE**

CONTRACTOR shall purchase and maintain general liability insurance with a minimum coverage limit of \$1,000,000 and property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of CITY, 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 to be provided to the CITY prior to the beginning of construction with the CONTRACTOR Liability Insurance amounts as stated in the Bid Specifications.

## **SECTION IX**

### **BONDS**

CONTRACTOR agrees to provide and maintain the required bonds throughout the entire project term. If CONTRACTOR does not maintain the required coverage throughout the entire project term, the CITY may order the CONTRACTOR to stop work, assess liquidated damages, suspend or terminate the Agreement. All bonds shall be secured from agents authorized in the State of Texas.

CONTRACTOR agrees to provide the required certification within ten (10) days of notification:

- A. Labor and Material Payment Bond in the amount of one hundred percent (100%) of the award amount ensuring the payment of all obligations of the CONTRACTOR under the Standard Form of Agreement.

- B. Performance Bond in the amount of one hundred percent (100%) of the award amount ensuring performance of the CONTRACTOR.

If bonds are not kept in effect during the project term, the CITY may assess liquidated damages in the minimum amount of \$100 per calendar day until the required bond certificates have been submitted to the CITY.

## **SECTION X REPORTING**

The CONTRACTOR shall agree to keep records sufficient to document its compliance with all applicable laws, regulations and contract terms including copies of receipts, invoices and accepted change orders by the CITY.

In addition, the CONTRACTOR agrees to keep records to fully document all expenditures charged to the CITY. The documentation must support the amounts charged to the CITY and demonstrate that the expenditures were appropriate to the stated goals of the program and allowable under applicable federal, state and local guidelines. The CONTRACTOR shall keep a separate (not co-mingled) record of all records, papers, reports and other documents regarding any aspect of the services furnished as may be requested by the CITY and make said records and all other records, books, documents, and papers of the CONTRACTOR which relate in any way to the services provided, (hereinafter referred to as "the records") available for inspection, audit, examination, and copying by the CITY, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, and the State of Texas, and/or their duly authorized representative. In addition to any other records required pursuant to this Agreement, during the term hereof the CONTRACTOR shall provide any additional records or reports required by the City of Pasadena Community Development Department.

### Period of Time to Maintain Records.

The CONTRACTOR shall maintain such books, records, billing documents, and all other records pertaining to services rendered under this Agreement for a period of five (5) years following the date of termination of this Agreement.

## **SECTION XI GENERAL GUARANTY**

The CONTRACTOR shall guarantee the work performed under this Agreement for a period of one (1) year from the date of the CITY's final acceptance of all the work required by this Agreement, except for the roof and foundation in which the warranties are defined in the specifications, and shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of one (1) year from the date of final payment for such work. In addition, the CONTRACTOR shall furnish the CITY, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

## **SECTION XII INSPECTION**

During the performance of the work, the CONTRACTOR shall permit the City of Pasadena Permit Department and the Community Development Department to examine and inspect the work as necessary to assure that the work being performed by the CONTRACTOR:

- (a) will comply with the requirements of the most current version of the International Property Maintenance Code (IPMC) adopted by the CITY and other applicable local codes and ordinances; and
- (b) is being completed in accordance with the requirements of this Agreement.

The CONTRACTOR shall also permit examination by the CITY's Community Development Department of all contracts, materials, payrolls and conditions of employment pertaining to the demolition and reconstruction work

being performed under this Agreement.

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

### **SECTION XIII TERMINATION**

#### Termination for and Without Cause.

If the CONTRACTOR materially fails to comply with any term of this Agreement, the CITY may exercise any of the remedies set forth by law including suspension or termination of this Agreement.

#### Circumstances Constituting a Material Breach.

The following shall be considered a material breach of this Agreement:

1. Failure to comply with the reporting and record keeping requirements set forth herein;
2. Failure to comply with the laws, regulations and the provisions of this agreement applicable to the CONTRACTOR'S performance of work hereunder; and
3. The dissolution or liquidation of the CONTRACTOR, the filing of a voluntary declaration of bankruptcy by the CONTRACTOR; an assignment for the benefit of creditors by the CONTRACTOR; an entry into an agreement or composition with its creditors by the CONTRACTOR, the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in any respect of the CONTRACTOR under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for the CONTRACTOR or of its property, unless within sixty (60) days after such appointment, the CONTRACTOR causes such appointment to be stayed or discharged.

The above-referenced list is not considered and shall not be construed as an exhaustive list of conditions which shall constitute a material breach.

#### Method of Exercising Remedies.

The Director, or his/her designee, shall have the right to terminate this Agreement without cause (for convenience) upon fifteen (15) days written notice to the CONTRACTOR. If the termination is being exercised as a result of the CONTRACTOR'S breach of the Agreement, the termination may be stayed, at the sole option of the Director, or his/her designee, if the CONTRACTOR commences curing the breach to the satisfaction of the Director, or his/her designee within the fifteen (15) day period.

### **SECTION XIV COMPLIANCE, STANDARDS AND APPLICABLE LAWS**

#### Applicable Laws.

This Agreement is subject to the applicable federal regulations codified in Title 24 of the Code of Federal Regulations and all applicable laws or regulations of the United States, the State of Texas, and the City of Pasadena. The Contractor agrees to comply with the requirements of 24 CFR Part 92 (excluding 24 CFR 92.505 and 24 CFR 92.506) and all federal regulations and policies issued concerning the HOME Program and all federal regulations and policies issued pursuant to these regulations.

#### Specific Federal Laws.

The CONTRACTOR agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during performance of this contract:

- 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.
- CONTRACTOR will comply with all applicable Federal civil rights and anti-discrimination laws in employment and in the performance of work under this Agreement. Such laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and other federal, state, and local laws prohibiting discrimination in employment and contracting.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including gender identity and sexual orientation), national origin, age, disability, or any other characteristic protected by applicable law.

(2) The CONTRACTOR will ensure that employment practices, including recruitment, hiring, promotion, compensation, benefits, transfers, layoffs, terminations, and other terms and conditions of employment, are conducted without unlawful discrimination.

(3) The CONTRACTOR shall post in conspicuous places available to employees and applicants notices that describe the applicable Federal civil rights laws prohibiting discrimination and the steps employees may take to file a complaint.

(4) The CONTRACTOR agrees that compliance with applicable Federal anti-discrimination laws is material to the government's payment decisions and that failure to comply may result in contract termination, suspension of payments, or debarment, in accordance with applicable law.

- Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. (For all contracts and sub-contracts for construction or repair.)
- Compliance with Davis-Bacon Act is required for any contract for the construction (rehabilitation or new construction) of affordable housing with twelve (12) or more units assisted with HOME funds and requires that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), will be paid to all laborers and mechanics employed in the development of any part of the housing involved. Such wages are also subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701). (Construction Contracts and Sub-contracts in excess of \$2,000 when required by Federal grant program legislation).
- Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C 3701 -3708) Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 20 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Participating jurisdictions, CONTRACTORS, subcontractors, and other participants must comply with regulations issued under these Acts and with other HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

- Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (For Contracts and Sub-contracts of amounts in excess of \$150,000).
- Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- The Contractor will make affirmative efforts to utilize minority business enterprises for supplies and subcontractors and will document his efforts to the City.
- Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders. The CONTRACTOR understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the CITY, the CONTRACTOR and any sub-contractors. Failure to comply with these requirements shall subject the CITY, the CONTRACTOR and any sub-contractors, their successors and assignees, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 CFR

Part 135, Subpart D. The CONTRACTOR agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Record Maintenance and Documentation.

CONTRACTORS of Section 3 projects are required to maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities and must have all documentation available for review by the CITY and/or HUD officials.

Data Collection and Reporting.

Monthly and annual reports should be processed and submitted by the CONTRACTOR'S Section 3 Coordinator to the Community Development Department.

Monthly Reporting.

The CITY requires the submittal of monthly Section 3 activity reports by the 10<sup>th</sup> day of each month during the duration of the Section 3 Project.

Annual Reporting.

Once the project is complete, CONTRACTOR should submit the Section 3 Summary Report and CONTRACTOR'S Certification of Efforts to Comply with Employment, Training and Contracting Provisions of Section 3. At project completion, the CITY will conduct a final review of the project's overall performance and compliance.

The CONTRACTOR shall include the following language in all subcontracts executed under this Agreement:

- "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area, and contracts for work in connection with the project be awarded to businesses that provide economic opportunities for low and very low income persons residing in the areas of the project."
- The CONTRACTOR shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- The CONTRACTOR shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the CITY. The CONTRACTOR will not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-contractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

Other Laws

The CONTRACTOR covenants and agrees that its officers, members, agents, employees, and subcontractors shall abide by and comply with all other laws, federal state, and local, relevant to the performance of this contract, including all ordinances, rules and regulations of the City of Pasadena. The CONTRACTOR further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if the CITY calls the attention of the

CONTRACTOR to any such violations on the part of the CONTRACTOR or any of its officers, members, agents, employees, or subcontractors then the CONTRACTOR shall immediately desist from and correct such violation.

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.

## **SECTION XV**

### **OWNERSHIP OF DOCUMENTS, COPYRIGHT AND PATENT RIGHTS**

The CITY shall be the absolute and unqualified owner of documents and discoveries or inventions prepared pursuant to this Agreement by the CONTRACTOR with the same force and effect as if the CITY prepared the same. Copies of all complete or partially completed documents prepared pursuant to this Agreement shall be delivered to CITY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONTRACTOR may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONTRACTOR'S sole use in preparation of studies or reports for CITY only. The CONTRACTOR 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 CITY. Reuse by the CITY without specific written adaptation by CONTRACTOR shall be without liability to the CONTRACTOR.

It is further agreed, that if the CITY shall be obliged, under the terms hereof, to take charge of and complete 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.

## **SECTION XVI**

### **INDEMNIFICATION**

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

## **SECTION XVII**

### **SUBCONTRACTOR WRITTEN AGREEMENTS**

The CONTRACTOR will be responsible for contracting directly with its sub-contractors and incorporating into the Agreement any and all applicable HUD, HOME and OMB circulars to the extent applicable, and shall be subject to review upon request by the CITY.

## **SECTION XVIII**

### **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 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 XIX**

### **ADDITIONAL AUTHORIZED SERVICES**

The CONTRACTOR hereby agrees to undertake additional services for the CITY in the following manner.

The CITY will outline a scope of additional services requested. The CONTRACTOR will review the outline and prepare an estimate of costs and work products to be delivered in response to the request. The CITY will appropriate funds and issue a change order at which time the CONTRACTOR may proceed.

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.

## **SECTION XX**

### **OTHER GENERAL CONDITIONS**

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 the suspension of a contract for furnishing material or machinery, the CITY may purchase the material or machinery necessary in the opinion of the Director to complete the contract in such manner as it may deem proper and charge the cost and expense thereof to the CONTRACTOR. 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. 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. In the event that the CITY shall suspend or terminate the contract in whole or in part, such action shall not relieve the CONTRACTOR from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract. It is expressly agreed the CONTRACTOR 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 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.

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 or method of performance, shall be submitted for decision to the Director, whose judgment, when rendered, shall be conclusive, final and binding upon the parties here to.

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 except as provided herein without the written consent of the Council of said CITY, and in no case shall such consent relieve the said CONTRACTOR from the obligations herein assumed, or change the terms of this agreement.

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 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; or the CITY may, within said one (1) year period recover damages from said CONTRACTOR for all damages, losses and expenses caused to the CITY by reason of the CONTRACTOR'S breach of this contract or his failure to comply strictly and in all things with this contract and the plans and specifications.

Under no circumstances, condition or situation shall the CITY ever 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 than the CITY.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his/her 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.

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 a part of this contract. Copies of the notice to bidders and CONTRACTOR'S bid proposal and copies of specifications are hereto attached 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.

Wherever in any specification the term "Director" is used it will be understood as meaning the same person as the "Director of Community Development".

Wherever the word "CONTRACTOR" is used in this contract or in any specification, the same shall be construed to include his agents, servants, employees, assign and legal representatives unless the context discloses clearly that the CONTRACTOR alone is meant.

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.

This contract, and all obligations created hereunder shall be performable in Harris County, Texas. The CITY and CONTRACTOR hereby mutually agree that all invoices are hereby incorporated into and made a part of this Agreement.

## **SECTION XXI**

### **ENTIRE AGREEMENT**

This Agreement is subject to the applicable federal regulation codified in Title 24 of the Code of Federal Regulations and all applicable laws or regulations of the United States, the State of Texas, and the City of Pasadena. This Agreement constitutes the entire commitment of the City of Pasadena and the Contractor for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Contractor with respect to this Agreement.

**DSW HOMES, LLC**

*Donald Gerratt*  
(Signature)

Name: Donald Gerratt

Title: CEO

Date: 1/12/2026

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN  
Mayor of the City of Pasadena

Date Signed: \_\_\_\_\_

ATTEST/SEAL:

Subscribed and sworn before me, this: 12

Day of January, 2026 a Notary

Public in and for Galveston County,

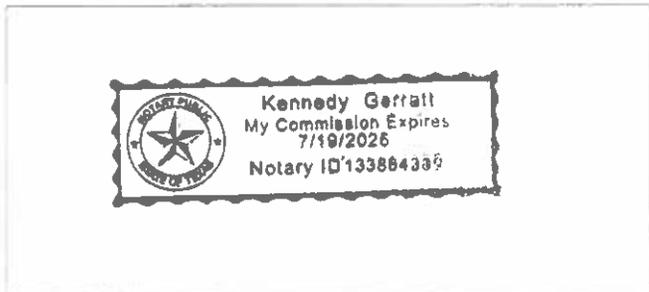
State of Texas

*Kennedy Gerratt*  
(Signature)

**NOTARY PUBLIC:**

My Commission expires on: 07/19/2026

NOTARY STAMP:



ATTEST:

\_\_\_\_\_  
Amanda Mueller  
City Secretary  
Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Cari Brownlee  
City Attorney  
Date Signed: \_\_\_\_\_



**COMMUNITY DEVELOPMENT**

Pasadena, Texas

**Community Development Department**

**Interoffice Memorandum**

**TO: Sara Rogers, Director of Housing and Community Development**

**DATE: 12/08/2025**

**FROM: Kayla Coberley, Community Development Manager,**

**Julia Zamarripa, Community Development Programs Accountant**

**SUBJECT: Recommendation for Award: 3721 Washington Street, Demolition and Reconstruction**

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The bid proposals, received on November 24, 2025, for the demolition and reconstruction of a single-family home at 3721 Washington Street, Pasadena, TX 77503 have been evaluated and the bid tabulation, provided by the City Secretary's Office, is attached. Arkitektura Development, Inc. submitted the lowest bid; however, pursuant to the interoffice memorandum dated July 16, 2025, the consultant is suspended from eligibility for project awards for a period of one (1) year beginning July 16, 2025. As a result, Arkitektura Development, Inc. is not eligible for award consideration. DSW Homes, LLC submitted the second-lowest bid and all bid requirements and conditions have been met by the potential contractor. Required documentation has been included within the bid proposals. Therefore, the following awards are recommended.

Demolition & Reconstruction: DSW HOMES, LLC \$239,508.00

Alternate Items:

ADA Compliant Kitchen, \$2,500.00

Total Base Bid + Alternate Items: \$242,008.00

Additionally, it is recommended that a contingency amount of \$11,975.40, or 5 %, of the bid amounts be added to the project cost for unforeseen change orders. As provided within the HOME Program Compliance Policies and Procedures, adopted by Resolution 2025-127, the combined total of the bid proposals for demolition and reconstruction may not exceed a bid limit of \$250,000.00, plus 5% contingency. Therefore, the awards recommended by this notice, for the reconstruction of the home located at 3721 Washington Street, Pasadena, TX 77503, is considered acceptable and cost reasonable.

Kayla Colerley  
Kayla Colerley  
Community Development Manager

Reviewed & Approved By:

Sara Rogers  
Sara Rogers  
Director of Housing & Community Development

12-8-2025  
Date



December 8, 2025

**Stacey Rodriguez**  
Community Development  
HOME Program Coordinator  
City of Pasadena, Texas

**BID 25-024 3721 WASHINGTON ST.  
BID EVALUATION AND RECOMMENDATION**

Dear Stacey,

**Agility Engineering and Management, Inc. (AEM)** is pleased to provide this Bid Evaluation and Recommendation for the bids received to construct the house at 911 Leonard Street.

The following 4 bids were received in response to the bid publication:

1. AMS Management Services, Inc. (Bid amount: \$248,839.00)
2. Arkitektura Development, Inc. (Bid amount: \$219,950.00)
3. RM Quality Construction (Bid amount: \$247,000.00)
4. DSW Homes, LLC. (Bid amount: \$239,508.00)

Of the bids received, Arkitektura Development, Inc. had previously been suspended by City of Pasadena for a period ending on 7/16/26. Hence their bid is disqualified, and no further consideration is given to their submittal.

The three valid bids were compared and their submittals checked for completeness by three evaluators. These bid comparisons and evaluations are attached to this letter.

Amongst the three valid bids, DSW Homes, LLC provided the lowest qualified bid at \$227,911.00. Their submittal was complete, and all items submitted were in accordance with the bid requirements.

We interviewed three of the four references provided by DSW Homes, LLC. The fourth reference could not be reached. The three interviewed references provided positive feedback and confirmed that given the opportunity they would hire DSW Homes LLC. Documentation of the interviews with the three references is attached to this letter.

Based on the valid lowest bid and positive reference checks, we recommend that DSW Homes, LLC be awarded the contract.

We at Agility Engineering and Management, Inc. appreciate the opportunity to provide this bid evaluation and recommendation service and look forward to continuing to work with you. Please feel free to call or email us with your questions or comments.

Sincerely,

**Agility Engineering and Management, Inc.**

A handwritten signature in blue ink, appearing to read 'Karun Sreerama', with a stylized flourish at the end.

Karun Sreerama, MBA, PhD, PE  
President

Attachments



## **Community Development Department**

### **Interoffice Memorandum**

**TO:** Michelle Wilson, Compliance Officer

**DATE:** 7/16/2025

**CC:** Sara Rogers, Director of Housing and Community Development

**FROM:** Kayla Coberley, Community Development Manager

**SUBJECT:** Suspension of Arkitektura Development from Future Awards

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This memo serves to formally document the recommendation by the City's Community Development Department to suspend Arkitektura Development, Inc. from eligibility for new project awards for a period of one (1) year, effective immediately.

This action is being taken in response to significant funding irregularities, ongoing performance deficiencies, and concerns related to the Contractor's communication and conduct observed during the work completed under Ordinance Nos. 2023-192, 2023-193, 2023-192, and 2024-177. Details regarding specific instances of non-compliance, missed deadlines, or other contractual violations are noted below:

- Ordinance No. 2023-193: Notice of Claim to Owner and Original Contractor, dated March 15, 2024, in the amount of \$19,681.75. Additional Notice of Claim to Owner and Original Contractor, dated April 15, 2024, in the amount of \$24,426.43;
- Ordinance No. 2023-191: Notice of Claim to Owner and Original Contractor, dated April 15, 2024, in the amount of \$21,131.88;
- Ordinance No. 2023-192: Time of Performance extension granted May 7, 2024 through June 28, 2024 due to Contractor discontinuing work due to funding.
- Ordinance No. 2023-191: Time of Performance extension granted May 7, 2024, through July 15, 2024 due to Contractor discontinuing work due to funding.
- Ordinance No. 2024-177: Contractor was notified on April 29, 2025 that they were in breach of contract in regards to Section V. Time for Performance and Notice to Proceed and was given a deadline of May 2, 2025 to provide requested documentation to avoid official notice. This notice was provided after a pattern of unresponsiveness to project oversight and compliance inquiries.
- Untimely reporting of Section 3 hours and efforts as required by Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) and 24 CFR Part 75 - Economic Opportunities for Low- and Very Low- Income Persons.

The projects in question are funded under the U.S. Department of Housing and Urban Development (HUD) and are therefore subject to strict federal regulations, including but not limited to:

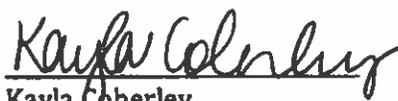
- Uniform Administrative Requirements, including timely and accurate reporting
- Adherence to approved project schedules and scopes

Arkitektura Development, Inc.'s failure to meet these obligations puts the project and by extension, the City at risk of non-compliance with HUD requirements, potentially jeopardizing current and future funding.

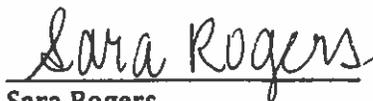
Following the one-year suspension, Arkitektura Development, Inc. may be considered for future work only upon submission of strong performance references from at least two current projects that demonstrate full compliance, financial integrity, and satisfactory progress.

**Acknowledgement and Agreement**

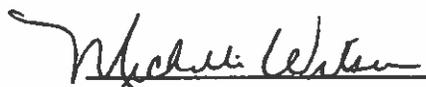
By signing below, both the Community Development Department and the Compliance Department agree to the suspension terms outlined above.

  
\_\_\_\_\_  
Kayla Coberley  
Community Development Manager

7-16-25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sara Rogers  
Director of Community Development and Housing

7-16-25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle Wilson  
Compliance Officer

07-16-2025  
\_\_\_\_\_  
Date



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**Notice of Intent to Award**

DSW Homes, LLC  
1650 E. Winding Way Dr., Bldg. B  
Friendswood, Texas 77546

December 9, 2025

RE: Notice of Intent to Award  
IFB 25-024: Demolition and Reconstruction of Single-Family Home  
3721 Washington St., Pasadena, TX 77503

You are hereby notified that DSW Homes, LLC is being recommended for contract award for the above cited project on the base bid amount of \$239,508.00 submitted within your bid proposal on November 24, 2025.

A Notice to Proceed will not be issued until after final approval and authorization of a contract Agreement is granted by City Council. This notice does not constitute the formation of a contract between the City of Pasadena and the apparent successful bidder. If the apparent successful bidder fails to negotiate and execute a contract with the City of Pasadena, the City of Pasadena may revoke the award and award the contract to the next highest ranked. The City of Pasadena reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

The following documents must be completed and returned to the Community Development Department within ten (10) days from the date of this notice:

**1. Form 1295 Certificate of Interested Parties**

*Please use the link below to access the Texas Ethics Commission's website to file an electronic application. When prompted, make sure to enter "City of Pasadena" for the name of the governmental entity with whom your firm is contracting and "Bid No. 25-024 Demolition/Reconstruction of 3721 Washington Street, Pasadena, Texas" for identification number and description. Once completed, please print, sign and return the original to the Community Development Department in person or by the U.S. Postal Service to City of Pasadena, Attn: Community Development, P.O. Box 672, Pasadena, TX 77501.*

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**2. Performance and Payment Bond**

*Refer to pages 32-35 of IFB 25-024.*

**3. Certificate of Insurance**

*Refer to pages 12-13 of IFB 25-024. Originals can be submitted to the City of Pasadena Permit Department and a copy provided to the Community Development Department.*

**4. Section 3**

*Section 3 requirements are triggered for housing and community development financial assistance for housing rehabilitation, housing construction and other public construction projects that exceed \$200,000.00 or more (including contingency). If applicable, complete the Section 3 Compliance Packet, beginning on page 98 of IFB 25-024. Any questions regarding completion of the packet can be referred to the City of Pasadena Compliance Officer, Michelle Wilson, at [mwilson@pasadenatx.gov](mailto:mwilson@pasadenatx.gov) or 713-475-7290.*

Should you have any questions regarding the information enclosed or requested above, please contact the Community Development Department at (713) 475-4881.



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Kayla Coberley  
Community Development Manager

**CITY OF PASADENA  
November 25, 2025**

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

**COMMUNITY DEVELOPMENT**

**BID #25-011 - Demo and Construction – 911 Leonard St.**

Bidder	Bid Amount	Date Received	Time Received
RM Quality Construction	247,000.00	11/24/25	8:47 a.m.
DSW Homes, LLC	227,911.00	11/24/25	10:54 a.m.
Arkitektura Development, Inc.	219,950.00	11/24/25	1:04 p.m.
AMS Construction	240,012.00	11/24/25	3:56 p.m.

**COMMUNITY DEVELOPMENT**

**BID #25-024 - Demo and Construction – 3721 Washington St.**

Bidder	Bid Amount	Date Received	Time Received
RM Quality Construction	247,000.00	11/24/25	8:47 a.m.
DSW Homes, LLC	239,509.00	11/24/25	10:54 a.m.
Arkitektura Development, Inc.	219,950.00	11/24/25	1:04 p.m.
AMS Construction	248,867.00	11/24/25	3:56 p.m.

**ATTENDEES PLEASE SIGN IN**

PRINT NAME	Department / Company
Nicole R. Andreno	CitySec/COP
Julia Zamarripa	COP - Comm Dev
Stacey Rodriguez	COP - Comm Dev.
Karun Sreerama	Agility Engineering
Abhi Sreerama	Agility Engineering
Kevin Jutt	RM Quality Const.
Daniel Sorial	AMS Construction

**BID PROPOSALS**  
**BID NO. 25-024 (Washington)**

	BID PROPOSAL	BID PROPOSAL	BID PROPOSAL	BID PROPOSAL
NAME OF BIDDER	AMS Management Services, Inc.	Arkitectura Development, Inc.	RM Quality Construction	DSW Homes, LLC.
Demolition and disposal of existing structure	\$14,400.00	\$14,000.00	\$15,000.00	\$13,092.00
SitePrep (including dumpsters/port-a-potty and required signage)	\$5,040.00	\$1,000.00	\$10,000.00	\$2,500.00
Removal of all trees/shrubs that are obstruct to construction	\$2,040.00	\$1,500.00	\$6,500.00	\$1,500.00
Foundation (12" by 24" min. deep grade beams supporting 4" thick reinf. conc. slab on select fill)	\$36,107.00	\$28,000.00	\$25,000.00	\$26,710.00
Flatwork	\$8,142.00	\$2,500.00	\$18,000.00	\$6,678.00
Plumbing	\$20,160.00	\$12,000.00	\$18,000.00	\$12,468.00
Electrical (Smoke Detectors and Carbon Monoxide Detectors, if applicable. Hard wired required)	\$15,000.00	\$10,500.00	\$16,000.00	\$15,581.00
Framing (Exterior to be fully sheathed with 7/16" OSB)	\$25,966.00	\$39,000.00	\$28,000.00	\$40,065.00
Interior Surface	\$2,621.00	\$12,000.00	\$4,500.00	\$10,017.00
Exterior Surface	\$1,814.00	\$11,000.00	\$7,500.00	\$11,130.00
Windows/Screens/Blinds	\$4,490.00	\$5,000.00	\$6,500.00	\$6,900.00
Interior/Exterior Doors & Hardware	\$10,326.00	\$3,000.00	\$6,500.00	\$6,455.00
Insulation (Walls/Ceiling/Attic)	\$4,469.00	\$5,000.00	\$8,500.00	\$4,230.00
Siding/Soffits/Trim	\$2,772.00	\$4,000.00	\$6,500.00	\$4,675.00
Full Gutters/Downspouts/Splash Blocks	\$3,641.00	\$1,500.00	\$6,000.00	\$3,339.00
Drywall Sheets, Drywall Tape, Texture, and Trim	\$8,017.00	\$7,000.00	\$6,500.00	\$11,130.00
HVAC	\$9,000.00	\$10,500.00	\$16,000.00	\$14,468.00
Finish Carpentry/Cabinets/Hardware	\$5,874.00	\$4,500.00	\$3,000.00	\$10,239.00
Kitchen Appliances	\$4,140.00	\$3,000.00	\$7,000.00	\$3,500.00
Flooring	\$5,602.00	\$10,000.00	\$7,000.00	\$8,681.00
Painting	\$10,413.00	\$8,000.00	\$4,000.00	\$4,452.00
Roofing	\$8,325.00	\$9,000.00	\$8,000.00	\$9,126.00
Landscaping	\$5,400.00	\$2,500.00	\$2,000.00	\$8,904.00
ADA Accessible Bathroom Note: Roll in shower in one bathroom/Grab bars in both bathrooms	\$720.00	\$2,000.00	\$4,000.00	\$2,000.00
Fencing	\$9,450.00	\$500.00	\$5,000.00	\$0.00
Permits	\$5,594.00	\$2,000.00	\$500.00	\$500.00
Utilities	\$7,200.00	\$10,450.00	\$500.00	\$668.00
Mailbox and House Numbers	\$265.00	\$500.00	\$500.00	\$500.00
Miscellaneous (Support by an itemized list)	\$11,851.00	\$0.00	\$500.00	\$0.00
<b>Base Bid -Total of above line items</b>	<b>\$248,839.00</b>	<b>\$219,950.00</b>	<b>\$247,000.00</b>	<b>\$239,508.00</b>
<b>Bidders Total from IFB</b>	<b>\$248,867.00</b>	<b>\$219,950.00</b>	<b>\$247,000.00</b>	<b>\$239,508.00</b>
<b>Difference</b>	<b>-\$28.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Alternative Items that can be added</b>				
Kitchen adjusted to be ADA compliant	\$1,000.00	\$9,000.00	\$5,500.00	\$2,500.00
Removal of existing shed (if applicable)	\$1,000.00	\$2,500.00	\$3,000.00	\$2,000.00
Miscellaneous (Support by an itemized list)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total of Alternative Items</b>	<b>\$2,000.00</b>	<b>\$11,500.00</b>	<b>\$8,500.00</b>	<b>\$4,500.00</b>

Lowest Bid:

(1) Arkitectura Development (suspended); (2) DSW Homes, LLC.

**BIDDER QUESTIONNAIRE CHECKLIST**  
**BID NO. 25-024 (Washington)**

<b>NAME OF BIDDER</b>	<b>AMS Management Services, Inc.</b>	<b>Arkitektura Development, Inc.</b>	<b>RM Quality Construction</b>	<b>DSW Homes, LLC.</b>
Section 3 Certified	No		No	No
Did Bidder initial all acknowledgements on Bidder Questionnaire and Checklist?	Yes		Yes	Yes
Fill out, sign and return the Invitation for Bid (IFB) cover sheet.	Yes		Yes	Yes
Fill out and return the Bid Proposal & attached cashier's check or bid bond	Yes - Bid Bond		Yes - Bid Bond	Yes - Bid Bond
Fill out and return the Bid Pricing Sheet	Yes - Did not provide itemized list for Misc. line item (\$11,851)		Yes - Did not provide itemized list for Misc. line item (\$500)	Yes
Fill out and return the Deviation & Compliance Signature Form	Yes - No Deviations		Yes - No Deviations	Yes - No Deviations
Fill out and return the Non-Collusion Affidavit and have it Notarized	Yes		Yes	Yes
Fill out and return the Solicitation Questionnaire	Yes		Yes	Yes
Fill out and return the Bidder References Form	Yes - Contracts all below \$20K		Yes - One reference for mult. Projects. Contractor has also previously worked with Pasadena.	Yes - Grant experience
Fill out and return the Local Bidder Preference Claim Form (if applicable)	N/A		N/A	N/A
Fill out and return the Windstorm Insurance Certification Notice	Yes		Yes	Yes
Fill out and return the Contractor's Certification of Non-Debarment	Yes		Yes	Yes
Fill out and return the Sub-Contractor's Certification of Non-Debarment	Yes		Yes	Yes
Fill out and return the Disadvantaged Business Enterprises Only Form	N/A		N/A	N/A
Fill out and return the Immigration Reform and Control Act (IRCA)	Yes		Yes	Yes
Cut and put LABEL on the OUTERMOST envelope	Yes		Yes	Yes
Register with the System Award Management (SAM) at <a href="http://www.sam.gov">www.sam.gov</a> , proof must be enclosed with bid.	Yes - Expires 11/24/26		Yes - Expires 01/02/26	Yes - Expires 09/25/26
Print, fill out, and return the Conflict of Interest Questionnaire	Yes - No Conflicts		Yes - No Conflicts	Yes - No Conflicts
Project Schedule attached to bid	Yes - 87 days		Yes - 27 days	Yes - 117 days
All addendums issued were signed and returned with bid	N/A		N/A	N/A

**BIDDER QUESTIONNAIRE CHECKLIST**  
**BID NO. 25-024 (Washington)**

	Totalled bid incorrectly and did not include itemized list for misc. items on bid	Did not review - Contractor suspended from bids until 7/16/26	Did not provide itemized list for misc. items on bid	
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**CITY OF PASADENA  
Community Development Department**

Bond No. 108347901

**PERFORMANCE BOND**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOWN ALL MEN BY THESE PRESENTS: That we, DSW Homes, LLC  
of Friendswood, Texas  
hereinafter called Principal, and Travelers Casualty and Surety Company of America  
of Hartford, Connecticut  
hereinafter called Surety, are held and firmly bound unto the City of Pasadena, Texas  
hereinafter called Owner and unto all person, firms and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Two Hundred Thirty-Nine Thousand Five Hundred Eight and No/100 Dollars (\$ 239,508.00 ) in the lawful money of the United States, to be in Harris County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS the Principal entered into a certain contract with City of Pasadena, Texas, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of JFB 25-024: Demolition and Reconstruction of Single-Family Home  
3721 Washington Street, Pasadena, Texas 77503

NOW THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of the ten year guaranty required under such contract, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of or modification thereof, then his obligation shall be void; otherwise to remain in full force and effect.

**CITY OF PASADENA  
Community Development Department**

PROVIDED FURTHER: That is any legal action to be filed upon this bond, venue shall lie in Harris  
County, Texas.

And that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby wave notice of any such change, extension of time, alteration or addition to the terms of the contract or to work or to the specifications.

PROVIDED FURTHER: That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in seven counterparts, each one of which shall be deemed an original, this the 16th day of December, 2025.

(Seal)

ATTEST:

Kemedy Hoffman  
SECRETARY

Devin Littlefield  
WITNESS

Jennifer Mitchell  
TITLE Jennifer Mitchell, Witness

DSW Homes, LLC  
PRINCIPAL

BY Ronald Tennill

TITLE CEO

ADDRESS 1650 East Winding Way, Building B  
Friendswood, Texas 77546

Travelers Casualty and Surety Company of America  
SURETY

BY Donna Weinel

TITLE Donna Weinel, Attorney-in-Fact

ADDRESS One Tower Square  
Hartford, Connecticut 06183

NOTE: DATE OF BOND MUST BE THE SAME AS DATE OF CONTRACT  
ATTACH POWER OF ATTORNEY OF PARTY EXECUTING THIS BOND FOR THE SURETY



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA WEINEL** of **TEXAS CITY**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:   
 \_\_\_\_\_  
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 \_\_\_\_\_  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, 2025 .



  
 \_\_\_\_\_  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, The Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267) 675-3057  
(267) 675-3107 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**CITY OF PASADENA  
Community Development Department**

**PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160 OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED BY ACTS OF THE 56TH LEGISLATURE, REGULAR SESSIONS, 1959**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOWN ALL MEN BY THESE PRESENTS: That DSW Homes, LLC

hereinafter called Principal(s), as Principal(s), and Travelers Casualty and Surety Company of America

hereinafter called Surety, are held and firmly bound unto City of Pasadena, Texas

hereinafter called the Oblige, in the amount of Two Hundred Thirty-Nine Thousand Five Hundred Eight and No/100 Dollars (\$ 239,508.00 ) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to IFB 25-024: Demolition and Reconstruction of Single-Family Home  
3721 Washington Street, Pasadena, Texas 77503

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that his bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Sessions, 1959, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copies at length herein.

**CITY OF PASADENA  
Community Development Department**

IN WITNESS WHEREOF, the said Principal(s) and Surety have signed and sealed this instrument this 16th  
           day of December, 2025.

DSW Homes, LLC  
PRINCIPAL

  
\_\_\_\_\_

PRINCIPAL

Travelers Casualty and Surety Company of America  
SURETY COMPANY

BY:   
Donna Weinel, Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA WEINEL** of **TEXAS CITY**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, **2025**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, The Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267) 675-3057  
(267) 675-3107 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



# CERTIFICATE OF LIABILITY INSURANCE

**RECEIVED**

DEC 18 2025

DATE (MM/DD/YYYY)  
12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS **NO RIGHTS** UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Oakbridge Insurance Agency LLC P.O. Box 20668 Saint Simons Island GA 31522	<b>CONTACT NAME:</b> Kathleen Ferra	
	<b>PHONE (A/C, No, Ext):</b> (912) 268-4612	<b>FAX (A/C, No):</b> (912) 634-1819
<b>E-MAIL ADDRESS:</b> kferra@oakbridgeinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Casualty Insurance Company Of America		19046
<b>INSURER B :</b> Insurance Company Of The West		27847
<b>INSURER C :</b> Underwriters At Lloyd's, London (VI) (NAIC 15642)		15642
<b>INSURER D :</b> United Specialty Insurance Company		12537
<b>INSURER E :</b> Starstone Specialty Insurance Company		44776
<b>INSURER F :</b> Columbia Casualty Insurance Co		31127

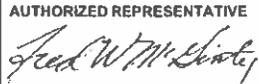
**INSURED** DSWHOME-02  
 DSW Homes LLC  
 1650 E Winding Way Drive  
 Suite B  
 Friendswood TX 77546

**COVERAGES**      **CERTIFICATE NUMBER:** 197685008      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> INDEPENDENT CONT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU	Y	Y	ATN25211993	12/3/2025	12/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 25,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> UM \$500,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2W034549	12/3/2025	12/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MEDICAL PAYMENTS \$ 5,000
E F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CSX90866604P01 7091864082	12/3/2025 12/3/2025	12/3/2026 12/3/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WGA504337307	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C C	<b>BUILDERS RISK POLLUTION/ PROFESSIONAL</b>	Y N	Y N	24PHB0063 B0621PDSWH000125	12/31/2025 2/1/2025	12/31/2026 2/1/2026	BUILDING AGG/OCC LIMIT \$25,000,000 DEDUCTIBLE \$1,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Pasadena Community Development Department 1149 Ellsworth Dr., Pasadena TX 77506	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY OAKBRIDGE INSURANCE AGENCY		NAMED INSURED DSW Homes, LLC	
POLICY NUMBER 24PHB0073		1650 E WINDING WAY DRIVE, SUITE B	
CARRIER LLOYDS OF LONDON	NAIC CODE	FRIENDSWOOD TX 77546	EFFECTIVE DATE: 12/31/2025

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACOR24 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LIMITS

\$ 25,000,000 AGGREGATE  
 \$ 500,000 ANY ONE BLDG OR STRUCTURE  
 \$ 25,000,000 WINDSTORM AND HAIL  
 \$ 10,000,000 FLOOD (ALL OTHER FLOOD ZONES)  
 \$ 2,500,000 FLOOD (TIER 1)  
 \$ 10,000,000 EARTHQUAKE/VOLCANIC ACTIVITY  
 EARTHQUAKE EXCLUDED IN CALIFORNIA, ALASKA, HAWAII AND PUERTO RICO

DEDUCTIBLES

\$50,000 ALL PERILS EXCEPT

WINDSTORM AND HAIL

2% SUBJECT TO \$50,000 MIN

NAMED WINDSTORM TIER 1 COUNTIES

5% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000

OUTSIDE TIER 1 COUNTIES

2% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$50,000

FLOOD

3% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000  
 (100 YEAR FLOOD ZONE)

3% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000  
 (ALL OTHER FLOOD ZONES)

EARTHQUAKE

\$50,000

OTHER SUBLIMIT(S)

\$50,000 SEWER BACK-UP

# City of Pasadena



COMMUNITY DEVELOPMENT DEPARTMENT  
 1149 ELLSWORTH DR., 5<sup>TH</sup> FLOOR  
 PASADENA, TEXAS 77506  
 713-475-7294  
 FAX 713-475-7037

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth DR., SUITE 200 PASADENA, TX 77506		<h2>Invitation for Bids (IFB)</h2>	
MAILING DATE  <b>November 5, 2025</b>	TITLE  <b>Demolition and Reconstruction                  of Single-Family Home                  3721 Washington St.                  Pasadena, TX 77503</b>	NUMBER  <b>25-024</b>  BID WRITER  <b>K. Coberley</b>	CLOSING DATE & TIME  <b>November 24, 2025                  by 4:00 P.M. CST</b>
<b>MANDATORY PRE-BID DATE, TIME AND LOCATION</b>  <b>Thursday, November 13, 2025 @ 10:00 A.M. CST</b> <b>City Hall - Community Development Conference Room</b> <b>1149 Ellsworth Dr., 5th Floor, Pasadena, TX 77506</b>			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <b>DSW Homes, LLC</b>		TAXPAYER IDENTIFICATION NUMBER <b>27-1330085</b>	
MAILING ADDRESS <b>1650 E. Winding Way Dr., Bldg. B</b>		CITY-STATE-ZIP <b>Friendswood, TX 77546</b>	
PH <b>(409) 744-3400</b>		Alt. PH <b>(409) 338-6289</b>	
FX <b>(409) 744-3404</b>		EMAIL <b>info@dswhomes.com</b>	
SECTION 3: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEB ADDRESS: <b>www.dswhomes.com</b>	
REGISTERED WITH SAM GOV. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		TOTAL BID AMOUNT: <b>\$239,509.00</b>	
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.			
AUTHORIZED SIGNATURE 		DATE <b>11/24/2025</b>	PRINTED NAME/TITLE <b>Paul Judson, VP of Purchasing &amp; Estimating</b>
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 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.

**CITY OF PASADENA**  
**Community Development Department**

**BID PROPOSAL**  
**Bid No. 25-024**

(Submit in Duplicate)

Date: November 24, 2025

Submitted by: DSW Homes, LLC Tel. No. (409) 744-3400

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
CITY OF PASADENA, TEXAS

Gentlemen:

We, the undersigned, propose to enter into a Contract with the City of Pasadena, Texas to furnish all labor, materials, tools, transportation, insurance, permits, and all incidentals necessary for the following contractor work, in accordance with the drawings and specifications, provided by the City of Pasadena Community Development Department for the following project, for the lump sum(s) set forth below:

Drawings and Project Manual entitled:

**Demolition and Re-Construction of Single-Family Home located at:**

**3721 Washington St.**

**Pasadena, TX 77503**

In accordance with the Instructions to Bidders, the undersigned agrees to complete all contractor work required for the re-construction of a new Single-Family House (as identified in Instruction to Bidders), including the following materials and installation:

Slab, Framing, Sheetrock, Roof, Plumbing, Electrical, Cabinets, Trim, Paint, Flooring, Landscaping, and any other items indicated on plans or specifications as requested to complete a single-family dwelling.

All work will be completed within four (4) months after Notice to Proceed has been given.

All work shall be performed in a workmanlike manner in accordance with drawings and specifications and addendum thereto, and identified as plans for **3721 WASHINGTON STREET** and including the following listed documents.

Project Drawings: **SL-3-1221-1A**

Project Manual: Notice to Bidders, General Requirements for Bids, Instructions to Bidders, Single Family Reconstruction General Specifications and Bid Proposal.

We, as the contractor, have carefully reviewed and understand the "Notice to Bidders", "Instructions to Bidders" and the drawings and specifications, examined the site(s) in detail, and have acquainted ourselves with the existing and anticipated conditions that might affect the work and accept the drawings and specifications as being satisfactory and adequate for the construction of the work.

We, as the contractor, understand that if we are the successful bidder, we will receive progress payments with 10% retainage. The first payment will be in the amount of 45% of the total contract amount once the project is 50% complete. The second payment will be for 45% once the project is 100% complete and all the building permits have final approval with the "Certificate of Occupancy" from the City issued. Contract payments will be processed upon receipt of the payment request from the Contractor.

Commodity Code(s): 912-40 & 909-54  
HOME Program (3721 Washington St., Pasadena, Texas 77503)

BID No. 25-024  
Demolition/Reconstruction

**CITY OF PASADENA**  
**Community Development Department**

Final payment will be made thirty (30) days after completion and final acceptance of the project. The retainage will be released at that time by the City. We will furnish certificates of insurance for all required insurance including Worker's Compensation in accordance with State law.

We attached a bid bond or cashier's check in the sum of 5% of the amount of our bid proposal (for amounts over \$25,000.00).

Name of Surety: Travelers Casualty and Surety Company of America

**THE LUMP SUM BASE BID AMOUNT**

BASE BID: \$Two Hundred Thirty Nine Thousand Five Hundred Nine Dollars \$ 239,509.00  
(Written Amount) (Amount in Figures)

Bidder (Name of Company): DSW Homes, LLC

By:   
Name: Paul Judson

Title: VP of Purchasing & Estimating

Address: 1650 E. Winding Way Dr., Bldg. B

City: Friendswood State: Texas

Zip Code: 77546 Phone Number (409) 744-3400

Email: info@dswhomes.com

**Bids shall remain valid and binding for ninety (90) days after the day of the bid opening, but bids may be released prior to that date at the sole discretion of the City.**

## BID BOND

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

DSW Homes, L.L.C.  
1650 East Winding Way, Building B, Suite 100  
Friendswood, Texas 77546

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183

**OWNER:**

*(Name, legal status and address)*

City of Pasadena, Texas  
1149 Fillsworth Drive, 5th Floor  
Pasadena, Texas 77506

**BOND AMOUNT:** 5% G.A.B. (Five Percent of the Greatest Amount Bid)

**PROJECT:**

*(Name, location or address and Project number, if any)*

Demolition and Reconstruction of a Single Family Residence at:  
3721 Washington Street, Pasadena, Texas 77506  
Bid No. 25-024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of November 2025.

Devin Littlefield  
(Witness)

[Signature]  
(Witness) Anthony Hernandez

DSW Homes, LLC  
(Principal) (Seal)

[Signature]  
(Title) curblyt co

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

Jennifer Mitchell  
(Title) Jennifer Mitchell, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennifer Mitchell of TEXAS CITY, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of November, 2025



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, The Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Tower  
170 Water Street  
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Phone: 617-639-3000  
Toll-free: 1-800-368-6000

Travelers Tower  
170 Water Street  
Boston, MA 02109

If you are unable to reach us, you may contact the nearest office of the National Consumer Assistance Center, a free, confidential service:

National Consumer Assistance Center  
1-800-368-4462  
www.nccac.org

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**CITY OF PASADENA**  
**Community Development Department**

**BID PRICING SHEET**

For the purpose of evaluation, **any item left blank will be deemed "no bid"**.  
**The total price shall include all applicable charges and fees. NO additional charges or fees will be allowed.**

**NOTE: Contractor or Contractors representative must refer to Design Plans and Single-Family Reconstruction General Specifications when completing bid pricing sheet.**

<b>3721 WASHINGTON STREET</b>	<b>AMOUNT BID</b>
Demolition and disposal of existing structure	\$ 13,092.00
SitePrep (including dumpsters/port-a-potty and required signage)	\$ 2,500.00
Removal of all trees/shrubs that are obstruct to construction	\$ 1,500.00
Foundation (12" by 24" min. deep grade beams supporting 4" thick reinf. conc. slab on select fill)	\$ 26,710.00
Flatwork	\$ 6,678.00
Plumbing	\$ 12,468.00
Electrical (Smoke Detectors and Carbon Monoxide Detectors, if applicable. Hard wired required)	\$ 15,581.00
Framing (Exterior to be fully sheathed with 7/16" OSB)	\$ 40,065.00
Interior Surface	\$ 10,017.00
Exterior Surface	\$ 11,130.00
Windows/Screens/Blinds	\$ 6,900.00
Interior/Exterior Doors & Hardware	\$ 6,455.00
Insulation (Walls/Ceiling/Attic)	\$ 4,230.00
Siding/Soffits/Trim	\$ 4,675.00
Full Gutters/Downspouts/Splash Blocks	\$ 3,339.00
Drywall Sheets, Drywall Tape, Texture, and Trim	\$ 11,130.00
HVAC	\$ 14,468.00
Finish Carpentry/Cabinets/Hardware	\$ 10,239.00
Kitchen Appliances	\$ 3,500.00
Flooring	\$ 8,681.00
Painting	\$ 4,452.00
Roofing	\$ 9,126.00
Landscaping	\$ 8,904.00
ADA Accessible Bathroom Note: Roll in shower in one bathroom/Grab bars in both bathrooms	\$ 2,000.00
Fencing	\$ N/A

**CITY OF PASADENA  
 Community Development Department**

	Permits	\$	500.00
	Utilities	\$	668.00
	Mailbox and House Numbers	\$	500.00
	Miscellaneous (Support by an itemized list attached to this document)	\$	N/A
<b>BASE BID - TOTAL OF ABOVE LINE ITEMS</b>		\$	<b>239,508.00</b>
<b>ALTERNATIVE ITEMS THAT CAN BE ADDED</b>			
	Kitchen adjusted to be ADA Compliant <b>Note: Lower countertops, install accessible appliances, roll-under sinks</b>	\$	2,500.00
	Removal of existing shed (if applicable) <b>Note: Shed not to be replaced</b>	\$	2,000.00
	Miscellaneous (Support by an itemized list attached to this document)	\$	N/A

**Note: Contractors must include in bid and advise the Community Development Department as to any item(s) which may have been left off plans that could result in code violations. Contractor, at his/her expense, will be responsible for any items not included in bid, but are shown on design plans or specified in the General Requirements for Bids, Instructions to Bidders, and Single-Family General Specifications or required by local codes and ordinances.** *JJ* (Initial)

**CITY OF PASADENA**  
**Community Development Department**

**Emergency Contact Information**

Contact Name: Donald Gerratt Telephone: (409) 338-6289  
Title: Chief Executive Officer Fax: (409) 744-3404

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 proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature:  Title: VP of Purchasing & Estimating  
Company Name: DSW Homes, LLC Date: November 24, 2025

**Accounts Receivables Information:**

Contact Name: Heather Lott Title: Accounts Receivable Manager  
Mailing Address: 1650 E. Winding Way Dr., Bldg. B  
City: Friendswood State: Texas Zip: 77546  
Telephone: (832) 205-1365 Fax: (409) 744-3404  
Full Legal Firm/Company Name: DSW Homes, LLC  
Business Street Address: 1650 E. Winding Way Dr., Bldg. B, Friendswood, TX 77546  
Business Mailing Address: 1650 E. Winding Way Dr., Bldg. B, Friendswood, TX 77546  
Business Telephone Number: (409) 744-3400  
Business Fax Number: (409) 744-3400  
County: Galveston Minority Owned: Yes  No  # of Employees: 75+

Corporation:  Partnership:  Proprietorship:  L.L.C.:  L.L.P.:   
Year Established: 2009 Number Of Years in Business: 16  
Federal ID No.: 27-1330085  
Nature of Business: General Contractor

**CITY OF PASADENA  
 Community Development Department**

**Principals:**

Name: Donald Gerratt Title: Chief Executive Officer / Owner  
 Name: Curtis Clayton Title: Chief Operating Officer / Owner  
 Name: Paul Judson Title: VP Purchasing & Estimating / Treasurer

**CONTRACT LICENSE/CERTIFICATE (MUST COMPLETE)**

Licensed Contractor's Name: DSW Homes, LLC

Classes	License Certification Numbers	Expiration Dates
N/A - There is no General Contractor license in Texas		



**CITY OF PASADENA  
Community Development Department**

**NON-COLLUSION AFFIDAVIT**

State of Texas (State)

County of Galveston (County) §.

Being first duly sworn, deposes and says that:

1. He/She is the Treasurer (Owner, Partner, Officer, Representative or Agent) of DSW Homes, LLC (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 Bids;
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 proposer, 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 quoted 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.

*Paul Judson*  
Authorized Representative's Signature

Paul Judson  
Representative's Name

DSW Homes, LLC  
Company Name

VP of Purchasing & Estimating  
Representative's Title

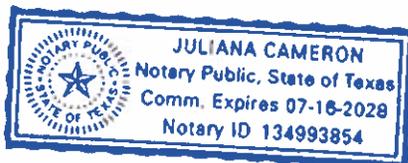
On this the 24 day of November, 2025, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

*Juliana Cameron*  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



**CITY OF PASADENA  
Community Development Department**

**SOLICITATION QUESTIONNAIRE**

The City of Pasadena Community Development Department constantly strives to improve competitive bidding with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

- Direct Contact with Community Development Department
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Newspaper or trade publication
- Another Contractor, Vendor or Supplier
- Chamber of Commerce
- North Pasadena Business Association
- Port Area Networking
- Other Means: Describe \_\_\_\_\_

How did you obtain your copy of the Bid Document?

- Direct Contact with Community Development Department
  - Via Email
  - Via Fax
  - In Person
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Other Means: Describe \_\_\_\_\_

**BIDDER REFERENCES**

Please list four (4) major demolition/construction contracts and total dollar value your company has completed within the last twelve (12) months - do not include contracts with the City of Pasadena.

1 NAME OF CONTACT: Scott Sharpe, Executive Director - South Carolina Office of Resilience  
ADDRESS: 632 Rosewood Drive  
CITY / STATE / ZIP: Columbia, South Carolina 29201  
PHONE NO.: (803) 530-0338 CONTRACT VALUE: \$ 76,700,000.00+  
START DATE: October, 2017 COMPLETION DATE: Present

2 NAME OF CONTACT: Danny Permar, Program Director - Lee County, Florida CDBG-DR Housing Recovery Program  
ADDRESS: 9400 Gladiolus Drive, Suite 270  
CITY / STATE / ZIP: Fort Myers, Florida 33908  
PHONE NO.: (352) 522-1156 CONTRACT VALUE: \$ 9,700,000.00+  
START DATE: June, 2024 COMPLETION DATE: Present

3 NAME OF CONTACT: T'airia Samuel, CDBG-DR Project Manager - Georgia Department of Community Affairs  
ADDRESS: 60 Executive Park South, NE  
CITY / STATE / ZIP: Atlanta, Georgia 30329  
PHONE NO.: (850) 345-3069 CONTRACT VALUE: \$ 5,710,000.00+  
START DATE: May, 2024 COMPLETION DATE: Present

4 NAME OF CONTACT: Kelsey Holley, Director of Program Delivery - North Carolina ReBuild NC  
ADDRESS: P.O. Box 110465  
CITY / STATE / ZIP: Durham, North Carolina 27709  
PHONE NO.: (984) 247-9579 CONTRACT VALUE: \$ 57,350,000.00+  
START DATE: August, 2018 COMPLETION DATE: Present

Commodity Code(s): 912-40 & 909-54  
HOME Program (3721 Washington St, Pasadena, Texas 77503)

BID No. 25-024  
Demolition/Reconstruction

**WINDSTORM INSURANCE CERTIFICATION NOTICE**

The Contractor agrees that he will perform all necessary steps for State Inspection in regards to Windstorm Insurance for the property located at 3721 Washington St, Pasadena, Texas

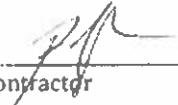
Zip 77503, and owned by Hugo and Armina Gonzalez and

where it is required he will provide the homeowner with an Insurance Certificate and a copy of same to this office no later than time of final invoice submission.

Acknowledged by:

DSW Homes, LLC  
Contractor Company Name

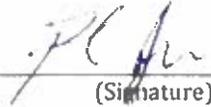
11/24/2025  
Date

  
\_\_\_\_\_  
Contractor

**CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT**

DATE: November 24, 2025		NAME/ADDRESS OF CONTRACTING ENTITY:  CITY OF PASADENA ATTN: COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672
PROJECT NAME: Address Bid No. 25-024 Demolition/Reconstruction 3721 Washington St, Pasadena, Texas 77503		
PROJECT NUMBER: 25-024		
(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).		
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:  DSW Homes, LLC 1650 E. Winding Way Dr., Bldg. B Friendswood, TX 77546		
THE BIDDER IS:		
A SINGLE PROPRIETORSHIP	A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP	OTHER ORGANIZATION (DESCRIBE) Texas Limited Liability Company	
BIDDER'S FEDERAL IN NUMBER: 27-1330085		
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER		
NAME	TITLE	ADDRESS
Donald Gerratt	Chief Executive Officer	12A Windcreek St, Friendswood, TX 77546
Curtis Clayton	Chief Operating Officer	4 Windsong Ln., Friendswood, TX 77546
Paul Judson	VP Purchasing & Estimating	1703 Tempe St, League City, TX 77573

NAME OF BIDDER: \_\_\_\_\_ DSW Homes, LLC \_\_\_\_\_

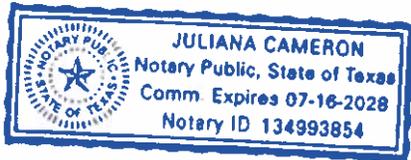
BY: \_\_\_\_\_  \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Paul Judson, VP of Purchasing & Estimating \_\_\_\_\_  
(Typed Name and Title)

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Judson, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and, in the capacity, therein stated as the act and deed of said company.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the 24 day of November, A.D., 2025.



  
\_\_\_\_\_  
NOTARY PUBLIC AND FOR  
THE STATE OF TEXAS  
Name: Juliana Cameron

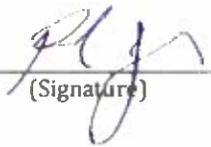
**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or published any statement, knowing the same to be false .... Shall be fined not more than \$5,000 or Imprisoned not more than two years, or both."

**SUB-CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT**

DATE: <b>November 24, 2025</b>		NAME/ADDRESS OF CONTRACTING ENTITY:	
PROJECT NAME: <b>Address</b> <b>Bid No. 25-024</b> <b>Demolition/Reconstruction</b> <b>3721 Washington St.,</b> <b>Pasadena, Texas 77503</b>		CITY OF PASADENA ATTN: COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672	
PROJECT NUMBER: <b>25-024</b>			
(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).			
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:			
DSW Homes, LLC 1650 E. Winding Way Dr., Bldg. B Friendswood, TX 77546			
THE BIDDER IS:			
A SINGLE PROPRIETORSHIP		A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP		OTHER ORGANIZATION (DESCRIBE) Texas Limited Liability Company	
BIDDER'S FEDERAL IN NUMBER: <b>27-1330085</b>			
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER			
NAME		TITLE	ADDRESS
Donald Gerratt		Chief Executive Officer	12A Windcreek St, Friendswood, TX 77546
Curtis Clayton		Chief Operating Officer	4 Windsong Ln., Friendswood, TX 77546
Paul Judson		VP Purchasing & Estimating	1703 Tempe St., League City, TX 77573

NAME OF BIDDER: DSW Homes, LLC

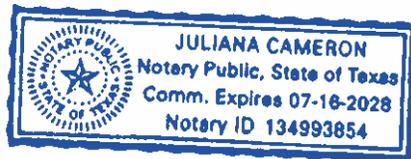
BY:   
(Signature)

Paul Judson, VP of Purchasing & Estimating  
(Typed Name and Title)

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Judson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and, in the capacity, therein stated as the act and deed of said company.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the 24 day of November, A.D., 2025.





NOTARY PUBLIC AND FOR  
THE STATE OF TEXAS

Name: Juliana Cameron

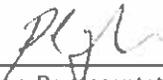
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**IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

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.

The undersigned hereby certifies that he understands, and is in compliance with, IRCA requirements as specified above.

  
\_\_\_\_\_  
Signature of Company Representative

Paul Judson  
\_\_\_\_\_  
Print Name of Company Representative

VP of Purchasing & Estimating  
\_\_\_\_\_  
Title

November 24, 2025  
\_\_\_\_\_  
Date



# DSW HOMES, LLC

Unique Entity ID <b>DLSDMD8LA7N9</b>	CAGE / NCAGE <b>6UM90</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 25, 2026</b>	
Physical Address <b>1650 E Winding WAY DR Bldg B STE 100 Friendswood, Texas 77546-5128 United States</b>	Mailing Address <b>1650 E Winding WAY DR Bldg B STE 100 Friendswood, Texas 77546-5128 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 22</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.dswhomes.com</b>

## Registration Dates

Activation Date <b>Sep 29, 2025</b>	Submission Date <b>Sep 25, 2025</b>	Initial Registration Date <b>Dec 6, 2012</b>
--	--	---

## Entity Dates

Entity Start Date <b>Nov 17, 2009</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**Yes**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**No**

## Executive Compensation Details

### Executive 1:

First Name:	<b>James</b>
Middle Initial:	<b>F</b>
Last Name:	<b>Schumer</b>
Position Title:	<b>Chair Emeritus</b>
Compensation Amount:	<b>910000</b>

### Executive 2:

First Name:	<b>Donald</b>
Middle Initial:	<b>B</b>
Last Name:	<b>Gerratt</b>
Position Title:	<b>CEO</b>
Compensation Amount:	<b>400000</b>

**Executive 3:**

First Name: James  
 Middle Initial: D  
 Last Name: Yarbrough  
 Position Title: CFO  
 Compensation Amount: 225000

**Executive 4:**

First Name: Curtis  
 Middle Initial: D  
 Last Name: Clayton  
 Position Title: COO  
 Compensation Amount: 200000

**Executive 5:**

First Name: Paul  
 Middle Initial: C  
 Last Name: Judson  
 Position Title: VP Purchasing & Esti  
 Compensation Amount: 175000

**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

**Exclusion Summary**

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results.

Yes

**Entity Types**

**Business Types**

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Limited Liability Company
Profit Structure		
For Profit Organization		

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
6UM90

**Electronic Funds Transfer**

Account Type  
Checking

Routing Number  
\*\*\*\*\*22

Lock Box Number  
(blank)

Financial Institution  
FIRST FINANCIAL BANK

Account Number  
\*\*\*\*\*79

**Automated Clearing House**

Phone (U.S.)  
4097443400

Email  
jason.stewart@dswhomes.com

Phone (non-U.S.)  
(blank)

Fax  
(blank)

**Remittance Address**

DSW HOMES LLC  
1650 Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

**Taxpayer Information**

EIN  
\*\*\*\*\*0085

Type of Tax  
Applicable Federal Tax

Taxpayer Name  
DSW Homes LLC

Tax Year (Most Recent Tax Year)  
2024

Name/Title of Individual Executing Consent  
Chief Executive Officer

TIN Consent Date  
Sep 25, 2025

Address  
1650 E Winding WAY DRIVE, Bldg B  
Friendswood, Texas 77546

Signature  
Donald Gerratt

**Points of Contact**

**Accounts Receivable POC**

☒  
Jason Stewart, Corporate Controller  
jason.stewart@dswhomes.com  
4097443400

**Electronic Business**

☒  
Moneka Jani, VP of Business Development  
moneka.jani@dswhomes.com  
7575348459

1650 E Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

**Government Business**

☒  
Moneka Jani, VP of Business Development  
moneka.jani@dswhomes.com  
7575348459

1650 E Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

Paul Judson, VP Purchasing & Estimating  
paul.judson@dswhomes.com  
4097443400

1650 E Winding WAY DR  
BLDG B STE 100  
Friendswood Texas 77546  
United States

**Service Classifications**

**NAICS Codes**

Primary NAICS Codes  
Yes 236115

NAICS Title  
New Single-Family Housing Construction (Except For-Sale Builders)

236116	New Multifamily Housing Construction (Except For-Sale Builders)
236117	New Housing For-Sale Builders
236118	Residential Remodelers
236220	Commercial And Institutional Building Construction
238130	Framing Contractors
238160	Roofing Contractors
238170	Siding Contractors
238220	Plumbing, Heating, And Air-Conditioning Contractors
238310	Drywall And Insulation Contractors
238320	Painting And Wall Covering Contractors
238330	Flooring Contractors
238340	Tile And Terrazzo Contractors
238350	Finish Carpentry Contractors
238990	All Other Specialty Trade Contractors
541219	Other Accounting Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
611210	Junior Colleges
623990	Other Residential Care Facilities
624190	Other Individual And Family Services
624210	Community Food Services
624221	Temporary Shelters
624229	Other Community Housing Services
624230	Emergency And Other Relief Services
722310	Food Service Contractors
811412	Appliance Repair And Maintenance
811490	Other Personal And Household Goods Repair And Maintenance
812990	All Other Personal Services
814110	Private Households

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**Product and Service Codes**

PSC	PSC Name
C1FC	Architect And Engineering- Construction: Troop Housing Facilities
C1FZ	Architect And Engineering- Construction: Other Residential Buildings
R429	Support- Professional: Emergency Response, Disaster Planning, And Preparedness Support
Y1FA	Construction Of Family Housing Facilities
Y1FC	Construction Of Troop Housing Facilities
Y1FZ	Construction Of Other Residential Buildings
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1QA	Construction Of Restoration Of Real Property (Public Or Private)
Z1FZ	Maintenance Of Other Residential Buildings

**Z2FA** Repair Or Alteration Of Family Housing Facilities  
**Z2FC** Repair Or Alteration Of Troop Housing Facilities  
**Z2FZ** Repair Or Alteration Of Other Residential Buildings

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)  
**\$111,600,000.00** **80**

**Location**

Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)  
**(blank)** **(blank)**

**Industry-Specific**

Barrels Capacity Megawatt Hours Total Assets  
**(blank)** **(blank)** **(blank)**

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
<b>(blank)</b>	<b>(blank)</b>

States Counties Metropolitan Statistical Areas  
**Any** **(blank)** **(blank)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>			
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received				
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p>DSW Homes, LLC</p>					
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>					
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">N/A</p> <hr style="width: 30%; margin: auto;"/> <p style="text-align: center;">Name of Officer</p>					
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="text-align: center;">N/A - Not Applicable</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>					
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p>N/A</p>					
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>					
<p><b>7</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center; border-bottom: 1px solid black;">                 Paul Judson  <small>Name of signatory</small> </td> <td style="width: 33%; text-align: center; border-bottom: 1px solid black;">   <small>Signature</small> </td> <td style="width: 33%; text-align: center; border-bottom: 1px solid black;">                 11/24/2025  <small>Date</small> </td> </tr> </table>			Paul Judson <small>Name of signatory</small>	 <small>Signature</small>	11/24/2025 <small>Date</small>
Paul Judson <small>Name of signatory</small>	 <small>Signature</small>	11/24/2025 <small>Date</small>			

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**BIDDER QUESTIONNAIRE & CHECKLIST**

Item	Note	Bidder's Initials
1. General Requirements for Bids (pgs. 2 - 13). Instructions to Bidders	I acknowledge reading and understanding the General Requirements for Bids and Instructions to Bidders	PJ
2. Single Family Reconstruction General Specifications (pgs. 14 - 22).	I acknowledge reading and understanding the Single Family Reconstruction General Specifications.	PJ
3. Bid Proposal (pgs. 23-24).	I acknowledge reading and understanding the Bid Proposal.	PJ
4. Bid Pricing Sheets (pgs. 26-27).	I acknowledge reading and understanding the Bid Pricing Sheet.	PJ
5. Performance & Payment Bonds (pgs. 32-35).	I acknowledge and understand if awarded bid, Performance & Payment Bonds are due at the time of contract.	PJ
6. Standard Form of Agreement (pgs. 52-67).	I acknowledge reading and understanding the Standard Form of Agreement.	PJ
7. Section 3 Policy and Guidelines and Compliance Packet (pgs.71-96).	I acknowledge reading and understanding the Section 3 Policy and Guidelines and Compliance Packet.	PJ
<b><u>DID YOU REMEMBER TO:</u></b>		
8. Fill out, sign and return the Invitation for Bid (IFB) cover sheet.		PJ
9. Fill out and return the Bid Proposal & attached cashier's check or bid bond (pgs. 23 24).		PJ
10. Fill out and return the Bid Pricing Sheet (pgs. 26-27).		PJ
11. Fill out and return the Deviation & Compliance Signature Form (pg. 30).		PJ
12. Fill out and return the Non-Collusion Affidavit and have it Notarized (pg. 31).		PJ
13. Fill out and return the Solicitation Questionnaire (pg. 36).		PJ
14. Fill out and return the Bidder References Form (pg. 37).		PJ
15. Fill out and return the Local Bidder Preference Claim Form (if applicable) (pgs. 38-39).		PJ
16. Fill out and return the Windstorm Insurance Certification Notice (pg. 40).		PJ
17. Fill out the International Energy Conservation Code of Compliance Form on page 41 and turn in to Permit Department along with other required documents (If awarded).		PJ
18. Fill out and return the Contractor's Certification of Non-Debarment (pgs. 42-43).		PJ
19. Fill out and return the Sub-Contractor's Certification of Non-Debarment (pgs. 44-45).		PJ
20. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 46).		PJ
21. Fill out and return the Immigration Reform and Control Act (IRCA) (pg. 47).		PJ
22. Cut and put LABEL on the OUTERMOST envelope (UPS, FedEx, Priority, etc.) (pg. 50).		PJ
23. Register with the System Award Management (SAM) at <a href="http://www.sam.gov">www.sam.gov</a> , proof must be enclosed with bid. (pg. 8).		PJ
24. Print, fill out, and return the Conflict of Interest Questionnaire (online). <a href="https://www.ethics.state.tx.us/forms/confil.ct/">https://www.ethics.state.tx.us/forms/confil.ct/</a>		PJ

Commodity Code(s): 912-40 & 909-54  
HOME Program (3721 Washington St, Pasadena, Texas 77503)

BID No. 25-024  
Demolition/Reconstruction

25. Complete project schedule and attach to bid (pg. 11-12)

26. All addendum issued must be signed and returned with Bid. See Instructions to Bidders, page 3, #9.

\_\_\_\_\_  
PJ  
\_\_\_\_\_  
PJ  
\_\_\_\_\_



1650 E. Winding Way, Bldg. B  
Friendswood, TX 77546  
O: (409) 744-3400  
F: (409) 744-3404

City Of Pasadena  
City Secretary's Office  
1149 Ellsworth DR., Suite 200  
Pasadena, TX 77506

IFB: Bid No. 25-024 - Demolition and Reconstruction of Single-Family Home, 3721  
Washington St., Pasadena, Texas 77503.

RE: Anticipated Project Schedule

To Whom It May Concern,

Please see below the anticipated project schedule for the demolition and reconstruction of the  
single-family home at 3721 Washington St.

<b>Phase of Construction</b>	<b>Schedule</b>
Mobilization (From NTP to Actual Start)	7 Days
Rough work	62 Days
Finish work	38 Days
Punch List, Cleaning, and Final Inspections	10 Days
<b>Project Total</b>	<b>117 Days</b>

We look forward to offering our services to the City of Pasadena. Thank you for your time and  
consideration.

Regards,

Paul Judson  
VP Purchasing & Estimating  
DSW Homes, LLC



## Contractor/Sub-contractor Compliance Cover Sheet

Return with Compliance Documents

Project Name  IFB: 25-024: Demolition and Reconstruction of Single-Family Home	
Name of Contractor/Subcontractor  DSW Homes, LLC	
Services to be provided:  General Contracting Services for the Demolition and Reconstruction of 3721 Washington St., Pasadena, Texas.	
Company Address:  1650 E. Winding Way Dr., Bldg. B Ste. 100 Friendswood, TX 77546	
Tax ID Number  27-1330085	Contract Amount  \$239,508.00
Contact Person  Michelle Mancil	
Email:  michelle.mancil@dswhomes.com	
Phone Number  (409) 739-3083	Fax Number:  (409) 744-3404
Owner's Ethnicity/Racial Background:  Caucasian	



## First Source Hiring Agreement (**Prime Contractor Only**)

This agreement, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Pasadena and, hereinafter referred to as the "City", and hereinafter referred to the "Contractor", in connection with work to be performed in relation to the City's HUD-assisted project entitled, hereinafter referred to as the "project".

Whereas, HUD has promulgated certain regulations to implement Section 3 of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) (Section 3), which regulations were published in the Federal Register June 30, 1994 at page 33865, hereinafter referred to as the "Section 3 regulations"; and

Whereas, the purpose of Section 3 regulations is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Whereas, HUD has set forth employment benchmarks to be achieved by all Community Development recipients of Section 3 covered assistance and by other recipients of such assistance in which HUD's share exceeds \$200,000 per project and if amount of Office of Lead Hazard Control and Healthy Homes assistance exceeds \$100,000; and

Whereas, the employment benchmark so established by HUD applicable to the Project is set forth below; and

Whereas, recipients of Section 3 covered assistance and their contractors can demonstrate compliance with the Section 3 regulations by committing that 25% of all labor hours must be performed by a Section 3 Worker, and that 5% of all labor hours must be performed by Targeted Section 3 Workers during the time period involved in the Section 3-covered project; and

Whereas, the City and the Contractor are desirous of being in compliance with the Section 3 regulations as they relate to the Project;

Now therefore, the City and the Contractor agree as follows:

1. The Contractor and any of its subcontractors shall supply the City with a list of all full-time employees currently employed, indicating which, if any, of said employees were hired within the past three years and were also low or very low-income persons when so hired;
2. The Contractor and any of its subcontractors shall provide a listing of any and all positions held by Section 3 Workers, Targeted Section 3 Workers, and YouthBuild Participants and the total number hours worked by each on the Project;



3. The Contractor and any of its subcontractors will be encouraged to make new hires, including but not limited to, the list of Section 3 eligible groups in Paragraph 3 above for any and all other projects assisted with Federal funding, whether or not such project is subject to the Section 3 regulations;

4. The Contractor and any of its subcontractors shall accept referrals of Section 3 eligible persons from the City.

Provided, however, that nothing in this agreement is to be construed requiring any party hereto, or its subcontractors, to hire any person or persons who are unqualified to or incapable of carrying out the work required of any such new hires.

The City of Pasadena

By \_\_\_\_\_

Compliance Officer, City of Pasadena, TX

Company/Contractor's Name: DSW Homes, LLC

Printed Name: Donald Gerratt

Signature: 

Owner/President/Vice President



**Permanent Employee List (To be submitted by the Prime and Sub-Contractors)**

Project Name: IFB 25-024: Demolition and Reconstruction of Single-Family Home Total Amount of Contract: \$239,508.00  
 Name of Contractor: DSW Homes, LLC 1650 E. Winding Way Dr, Bldg. B Ste. 100  
 Address: Friendswood, TX 77546  
 Name of Contact Person: Michelle Mancil

Employee Names/Last 4 of SSN	Job Title	Certified Section 3 Worker; Targeted Section 3 Worker; YouthBuild Participant		Monthly Salary or Hourly Rate
		Yes	No	
Michelle Mancil / 6567	Program Manager		x	\$9,166.67 / month
Allyssa Martin (Katelynn) / 3801	Coordinator		x	\$25.00 / hour
Jose Estrada / 1413	Project Manager		x	\$6,250.01 / month
Juliana Cameron / 9357	Coordinator		x	\$25.00 / hour
Marcos Rodriguez / 6437	Project Manager		x	\$6,666.66 / month

I certify the above employees are permanent employees of DSW Homes, LLC. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the City upon request for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Michelle Mancil  
 Print Name

[Signature]  
 Signature

12/18/25  
 Date



### Request for Contractor/Subcontractor Clearance

<b>Date</b>	12/17/2025
<b>CIP Project No.</b>	Bid No. 25-024
<b>Project Name</b>	Demolition and Reconstruction of Single-Family Home
<b>Project Address</b>	3721 Washington St., Pasadena, TX 77503
<b>Contractor/Subcontractor</b>	DSW Homes, LLC
<b>Federal ID Number</b>	27-1330085
<b>Address/Zip Code</b>	1650 E. Winding Way Dr., Bldg. B Ste. 100 Friendswood, TX 77546
<b>Phone Number</b>	(409) 744-3400

DSW is a Limited Liability Company (LLC)

**Sole Proprietorship**  
List Sole Owner

**Partnership**  
List All Partners

**Corporation**  
Name All Principals and Titles

Donald Gerratt, Chief Executive Officer - 70% Owner
Curtis Clayton, Chief Operating Officer - 30% Owner

Donald Gerratt  
Signature

12/18/25  
Date

<b>Office Use Only</b>	
<b>Approved:</b> _____	<b>Date:</b> _____
<b>Compliance Officer</b>	



**Contractor/Subcontractor Form**

Prime Contractor Name	DSW Homes, LLC		
CIP #/Project Name	IFB 25-024: Demolition and Reconstruction of Single-Family Home		
Date	12/17/2025		
Contact Person	Michelle Mancil	Phone No.	(409) 739-3083
Title	Program Manager	Email	michelle.mancil@dswhomes.com

**You must complete a new form if there are any changes to contractor or subcontractor information**

**Please complete the following information:**

Contractor or Subcontractor Name	Contractor or Subcontractor Address	Amount of Contract or Subcontract	Type of Trade Code (see below)	Contractor or Subcontractor Business Racial/Ethnic Code (see below)	Woman Owned Business (Y or N)	Prime Contractor or Subcontractor Identification Number	Section 3 (Y or N)
JLR Plumbing Co. Inc.	20330 Savannah Bay, Cypress, Texas 77433	TBD	1	4	N	81-4690611	N
LC's Construction	1351 Porta Rosa Ln, League City, Texas 77573	TBD	1	4	N	85-1144927	N
Space City Renovations	14830 Royal Birkdale St, Houston, Texas 77095	TBD	1	4	N	87-1104755	N
Newcastle Electric, LLC	11673 Zinglemann, Galveston, Texas 77554	TBD	1	1	N	27-4992805	N
Amy Cabinets LLC	3314 Timber View Dr, Sugar Land, Texas 77479	TBD	1	5	Y	84-2352993	N
Pro HVAC Solutions, LLC	5918 Edward Drive, Humble, Texas 77396	TBD	1	4	N	84-4122052	N
Nicas Construction	6206 Wade Rd, Baytown, Texas 77521	TBD	1	4	N	959-97-9372	N
JC Drywall	5705 Lauder Rd, Houston, Texas 77039	TBD	1	4	N	81-4494892	N
Momentum Concrete Services, LLC	12603 Southwest Freeway, Suite 100, Stafford, Texas 77477	TBD	1	4	N	47-1621192	N
Haley's Landscaping Services, Inc.	P.O. Box 752193, Houston, Texas 77275-2193	TBD	1	4	N	26-4370761	N
Carrizales Insulation LLC	13819 Bonham Street, Houston, Texas 77015	TBD	1	4	N	35-2796894	N
<b>Type of Trade Codes:</b> 1=New Construction, 2=Substantial Rehab, 3=Repair, 4=Service, 5=Project Mgmt., 6=Professional, 7=Tenant Services, 8=Education Training, 9=Arch./Engrg. Appraisal, 0=Other							
<b>Racial/Ethnic Codes:</b> 1=White Americans, 2=Black Americans, 3=Native Americans, 4=Hispanic Americans, 5=Asian/Pacific Americans, 6=Hasidic Jews							

I, Michelle Mancil understand that I must notify the City of Pasadena Compliance Officer of **any** contractor or subcontractor changes. Failure to do so *may* result in suspension of funds.

Signature

Program Manager  
Title

12/18/25  
Date

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

2# NO: 2026-

CAPTION: AN ORDINANCE TO AUTHORIZE A CONTRACT WITH DSW HOMES, LLC FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 911 LEONARD ST., PASADENA, TEXAS 77506, FOR A TOTAL APPROPRIATION OF \$241,306.55.

RECOMMENDATIONS & JUSTIFICATION: AUTHORIZE AWARD OF THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, DSW HOMES, LLC. FORMAL BIDS WERE OPENED ON NOVEMBER 25, 2025 FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 911 LEONARD ST. FUNDS PROVIDED UNDER THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

(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: 01/05/26  
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Carl Brander*

CITY ATTORNEY

DATE

DATE

*Thomas Schoenlein*

MAYOR

DEFERRED: \_\_\_\_\_

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 12-29-25

AMOUNT: **\$241,306.55**

DEPARTMENT NO: **065 – HOME Program**

ACCOUNT NO. **849610**

TASK NO. **HO127**

CIP NO. **N/A**

PROJECT DESCRIPTION: Demolition and Reconstruction of a single family home within the City of Pasadena, located at 911 Leonard Street, Pasadena, TX 77506.

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HO127-849610	\$ 229,911.00
	<b>\$ 229,911.00 (Contract Amount)*Base bid (\$227,911.00 + Alternate Item \$2,000.00)</b>
HO127-849610	\$ 11,395.55 (5% Contingency)* Calculated using Base Bid
	<b>\$ 241,306.55 (Total Appropriation)</b>

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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

**AN ORDINANCE APPROVING AND AUTHORIZING A CONTRACT WITH DSW HOMES, LLC. FOR THE DEMOLITION AND RECONSTRUCTION OF A SINGLE FAMILY HOME LOCATED AT 911 LEONARD ST., PASADENA, TEXAS 77506 IN THE AMOUNT OF TWO HUNDRED TWENTY NINE THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS (\$229,911.00), AND CONTINGENCY OF ELEVEN THOUSAND THREE HUNDRED NINETY FIVE AND 55/100 (\$11,395.55) FOR A TOTAL APPROPRIATION OF TWO HUNDRED FORTY ONE THOUSAND THREE HUNDRED SIX AND 55/100 DOLLARS (\$241,306.55).**

WHEREAS, DSW HOMES, LLC submitted the lowest responsible construction bid received November 24, 2025; and

WHEREAS, bids were opened on November 25, 2025 in accordance with the advertised Legal Notice to Bidders; and

WHEREAS, the HOME Program-Homeowner Assistance Written Agreement has been executed between the Homeowner and the Community Development Department on May 6, 2025; and

WHEREAS, the expenditure of funds provided for the Housing Rehabilitation Services Program have been previously approved by HUD; and

WHEREAS, the City Controller has certified to the City Council that a sufficient sum is available for appropriation in the hereinafter mentioned account for the purpose here below stated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA :

SECTION 1. That the certain contract, a fascimile of which is attached hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and DSW Homes, LLC, for the demolition and reconstruction of a single family home located at 911 Leonard St., Pasadena, Texas, 77506, according to specifications as set forth in the Notice to Bidders and bid proposal of the Contractor, received pursuant thereto on November 24, 2024, 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 hereunder has heretofore been duly certified for availability of payment out of Account No. HO127-849610 for a total amount of (\$241,306.55), and such amount is hereby appropriated for the purpose of provided 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, Texas chargeable thereto.

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 attached 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.

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  
CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA MULLER  
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  
CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA MULLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

\_\_\_\_\_  
CARI BROWNLEE  
CITY ATTORNEY  
CITY OF PASADENA, TEXAS

**EXHIBIT "A"**  
**STANDARD FORM OF AGREEMENT**

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

**DSW HOMES, LLC**

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

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

**DEMOLITION AND RECONSTRUCTION OF SINGLE-FAMILY HOME**  
**911 Leonard St., Pasadena, TX 77506**

WITNESSETH, this Agreement deals with providing home demolition and reconstruction services in order to provide decent, safe and sanitary living and meet property standards for income eligible residents (Low Income Residents), which is an eligible activity under the rules and regulations regarding HOME Investment Partnerships (HOME) Program (24 CFR Part 92.205) grant funds;

WHEREAS, the U.S. Department of Housing and Urban Development regulations require the CITY to enter into a written agreement with the CONTRACTOR prior to disbursing any HOME funds to the CONTRACTOR;

WHEREAS, the CITY pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the CONTRACTOR to perform said demolition and reconstruction services in connection with the Project(s); and

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

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

**SECTION I**  
**DEFINITIONS**

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

- **"City"** is defined as the City of Pasadena and/or "Grantee".
- **"Contract"** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.1 Subaward).
- **"Contractor"** means an entity that receives a contract as defined in §200.1 Contract.
- **"Demolition"** means the tearing down, razing or removal of a building or structure, for the purpose of complete removal of buildings or structures, or to prepare for reconstruction or remodeling of a building or structure.
- **"Department"** is the City of Pasadena Community Development Department.

- **“Director”** is the Director of Community Development, or his/her designee.
- **“Environmental Review”** is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local standards.
- **“HOME funds”** means funds made available under 24 CFR Part 92, the HOME Investment Partnerships Program, through allocations and reallocations, plus program income.
- **“HOME Program”** is the Home Investment Partnerships Program.
- **“HUD”** is the U.S. Department of Housing and Urban Development.
- **“Participating jurisdiction”** means a jurisdiction that has been so designated by HUD in accordance with §92.105, also referred to as the “City”.
- **“Project”** means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.
- **“Project completion”** means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under §92.251); the final drawdown of HOME funds has been disbursed for the project; and the project completion information has been entered into the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d) of this part, project completion occurs upon completion of construction and before occupancy.
- **“Reconstruction”** means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment, except that housing that was destroyed may be rebuilt on the same lot if HOME funds are committed within 12 months of the date of destruction. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.
- **“Rehabilitation”** means making repair, alternations and additions to an existing structure so that it will be better suited to current and future needs of homeowner and so that it meets current code requirements.
- **“Single family housing”** means a one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

## SECTION II

### ENVIRONMENTAL REVIEW

Participating jurisdiction will assume responsibility for environmental review in accordance with 24 CFR 92.352. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project’s environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

**SECTION III**  
**SCOPE OF SERVICES**

The CONTRACTOR agrees to perform home demolition and reconstruction services in connection with the project(s) as stated in the sections to follow, and for having rendered such services; the CITY agrees to pay to the CONTRACTOR compensation as stated in the sections to follow.

**SECTION IV**  
**EXTENT OF SERVICES**

**Demolition & Reconstruction**

All materials, debris and rubble from the structures shall become the property of the successful bidder. CONTRACTOR shall clear and clean premises of all debris, lumber, rubble, bricks, paper and trash. CONTRACTOR shall comply with bid specifications. CONTRACTOR shall conduct all operations in a safe workmanlike manner and to the satisfaction of the CITY. The CONTRACTOR will use CONTRACTOR'S own personnel, or shall acquire personnel at CONTRACTOR'S own expense, as may be necessary to fulfill this contract. Such personnel as may be utilized by the CONTRACTOR in the performance of this contract shall not be employees of the CITY nor shall they have any contractual relationship with the CITY. CONTRACTOR hereby agrees, at his own cost, to furnish all tools, labor, material, machinery, transportation, insurance, permits, appliances, performance bonds, payment bonds and all incidentals for the work required for the demolition and reconstruction of an existing single family house and construction of a new single family house, including the following materials and installation described in the specifications and drawings, which are referred to in the CONTRACTOR's bid proposal, attached to and made a part of this contract:

- Slab, framing, sheetrock, roof, plumbing, electrical, cabinets, trims, paint, flooring, landscaping, and any other items indicated on plans or specifications as requested to complete a single family dwelling.

All services required under this contract shall be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to provide such services.

CONTRACTOR will deliver the new single family house 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 Community Development Department 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 CONTRACTORS agreement with such parties.

**SECTION V**  
**TIME FOR PERFORMANCE AND NOTICE TO PROCEED**

The CONTRACTOR shall begin work on the demolition and reconstruction of the home within fifteen (15) days after being notified in writing to do so and shall complete the services called for in Sections III and IV of this Agreement within four (4) months from the date of authorization to proceed. The services shall be completed by the end of the four (4) months unless this Agreement is terminated earlier in accordance with the terms provided for herein. The CITY may, at its own discretion, extend the time of this Agreement. The extension must be in writing but does not require amendment of this Agreement.

The CONTRACTOR shall not commence the demolition and reconstruction work provided for in this Agreement until the CITY has issued a written Notice to Proceed to the CONTRACTOR.

## SECTION VI

### THE CONTRACTOR'S COMPENSATION

Subject to the CONTRACTOR'S compliance with the terms and conditions of this Agreement, the CITY agrees to pay the CONTRACTOR a total sum not to exceed **TWO HUNDRED TWENTY NINE THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS (\$229,911.00)**. Contingency of **ELEVEN THOUSAND THREE HUNDRED NINETY FIVE AND 55/100 DOLLARS (\$11,395.55)** has been made available under this agreement, to be used only in cases of unforeseen events and must have written authorization by the Director, or his/her designee. **The City is not responsible for payment of any items which did not receive approved written authorization.**

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 amounts, 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 IV of this contract and there stipulated to be done and furnished by the CONTRACTOR, and said prices herein named shall be considered as including 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 IV. The bids herein being made for a complete work and not for parts of a work.

The CITY also gives written permission to the CONTRACTOR to request and secure the necessary permits to proceed to have the structure or structures located on the above-described premises demolished to ground level and be entitled to make appropriate disposition of all materials from said demolition in a manner agreeable to the City of Pasadena.

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

The City of Pasadena shall authorize payment to CONTRACTOR in the amount of 45% of the total contract amount once the project is 50% complete. The second payment will be authorized for 45% once the project is 100% complete and all the building permits have final approval and the "Certificate of Occupancy" from the CITY has been issued. The CITY will authorize payments for Change Orders upon approval from the Director of Housing and Community Development and the Purchasing Department. The CITY will hold 10% of the total contract amount as retainage for up to thirty (30) days while the CONTRACTOR furnishes the Release of Final Payment Affidavit, Release(s) of Liens, and Statement of Completion.

Payments normally take thirty (30) calendar days from submission of request. Final payment will not be made until all contracted items are completed, all disputes are settled and all final inspections are made. In case of disputes, final inspection will not be made until the disputes are settled.

Whenever payments on 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 as said 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 for any part of any such grant, and the CONTRACTOR 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.

## SECTION VII

### LIQUIDATED DAMAGES AND WITHHOLDING

The CONTRACTOR agrees to prosecute said work diligently and uninterruptedly after commencement, except as

shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of working days (as defined in General Conditions) stated in the CONTRACTOR'S bid proposal, made a part of this contract. Time is of the essence of this Agreement, and the CONTRACTOR expressly stipulates that he understands that it is important to the CITY that the services to be provided must be completed within the specified time of four (4) months from the written Notice to Proceed.

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 Conditions, the CONTRACTOR shall pay to the CITY minimum liquidated damages of \$100.00 per calendar day, 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 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 otherwise, from any moneys owing by it to said CONTRACTOR or the CITY may recover such amount from the CONTRACTOR; 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.

Exceptions to this rule shall be in cases of inability to perform the work due to inclement weather, a back order of specified materials, written proof of back order must be supplied, or some other unforeseen circumstance (approved by the Community Development Department).

## **SECTION VIII**

### **INSURANCE**

CONTRACTOR shall purchase and maintain general liability insurance with a minimum coverage limit of \$1,000,000 and property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of CITY, 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 to be provided to the CITY prior to the beginning of construction with the CONTRACTOR Liability Insurance amounts as stated in the Bid Specifications.

## **SECTION IX**

### **BONDS**

CONTRACTOR agrees to provide and maintain the required bonds throughout the entire project term. If CONTRACTOR does not maintain the required coverage throughout the entire project term, the CITY may order the CONTRACTOR to stop work, assess liquidated damages, suspend or terminate the Agreement. All bonds shall be secured from agents authorized in the State of Texas.

CONTRACTOR agrees to provide the required certification within ten (10) days of notification:

- A. Labor and Material Payment Bond in the amount of one hundred percent (100%) of the award amount ensuring the payment of all obligations of the CONTRACTOR under the Standard Form of Agreement.

- B. Performance Bond in the amount of one hundred percent (100%) of the award amount ensuring performance of the CONTRACTOR.

If bonds are not kept in effect during the project term, the CITY may assess liquidated damages in the minimum amount of \$100 per calendar day until the required bond certificates have been submitted to the CITY.

## **SECTION X REPORTING**

The CONTRACTOR shall agree to keep records sufficient to document its compliance with all applicable laws, regulations and contract terms including copies of receipts, invoices and accepted change orders by the CITY.

In addition, the CONTRACTOR agrees to keep records to fully document all expenditures charged to the CITY. The documentation must support the amounts charged to the CITY and demonstrate that the expenditures were appropriate to the stated goals of the program and allowable under applicable federal, state and local guidelines. The CONTRACTOR shall keep a separate (not co-mingled) record of all records, papers, reports and other documents regarding any aspect of the services furnished as may be requested by the CITY and make said records and all other records, books, documents, and papers of the CONTRACTOR which relate in any way to the services provided, (hereinafter referred to as "the records") available for inspection, audit, examination, and copying by the CITY, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, and the State of Texas, and/or their duly authorized representative. In addition to any other records required pursuant to this Agreement, during the term hereof the CONTRACTOR shall provide any additional records or reports required by the City of Pasadena Community Development Department.

### Period of Time to Maintain Records.

The CONTRACTOR shall maintain such books, records, billing documents, and all other records pertaining to services rendered under this Agreement for a period of five (5) years following the date of termination of this Agreement.

## **SECTION XI GENERAL GUARANTY**

The CONTRACTOR shall guarantee the work performed under this Agreement for a period of one (1) year from the date of the CITY's final acceptance of all the work required by this Agreement, except for the roof and foundation in which the warranties are defined in the specifications, and shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of one (1) year from the date of final payment for such work. In addition, the CONTRACTOR shall furnish the CITY, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

## **SECTION XII INSPECTION**

During the performance of the work, the CONTRACTOR shall permit the City of Pasadena Permit Department and the Community Development Department to examine and inspect the work as necessary to assure that the work being performed by the CONTRACTOR:

- (a) will comply with the requirements of the most current version of the International Property Maintenance Code (IPMC) adopted by the CITY and other applicable local codes and ordinances; and
- (b) is being completed in accordance with the requirements of this Agreement.

The CONTRACTOR shall also permit examination by the CITY's Community Development Department of all contracts, materials, payrolls and conditions of employment pertaining to the demolition and reconstruction work

being performed under this Agreement.

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

### **SECTION XIII TERMINATION**

#### Termination for and Without Cause.

If the CONTRACTOR materially fails to comply with any term of this Agreement, the CITY may exercise any of the remedies set forth by law including suspension or termination of this Agreement.

#### Circumstances Constituting a Material Breach.

The following shall be considered a material breach of this Agreement:

1. Failure to comply with the reporting and record keeping requirements set forth herein;
2. Failure to comply with the laws, regulations and the provisions of this agreement applicable to the CONTRACTOR'S performance of work hereunder; and
3. The dissolution or liquidation of the CONTRACTOR, the filing of a voluntary declaration of bankruptcy by the CONTRACTOR; an assignment for the benefit of creditors by the CONTRACTOR; an entry into an agreement or composition with its creditors by the CONTRACTOR, the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in any respect of the CONTRACTOR under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for the CONTRACTOR or of its property, unless within sixty (60) days after such appointment, the CONTRACTOR causes such appointment to be stayed or discharged.

The above-referenced list is not considered and shall not be construed as an exhaustive list of conditions which shall constitute a material breach.

#### Method of Exercising Remedies.

The Director, or his/her designee, shall have the right to terminate this Agreement without cause (for convenience) upon fifteen (15) days written notice to the CONTRACTOR. If the termination is being exercised as a result of the CONTRACTOR'S breach of the Agreement, the termination may be stayed, at the sole option of the Director, or his/her designee, if the CONTRACTOR commences curing the breach to the satisfaction of the Director, or his/her designee within the fifteen (15) day period.

### **SECTION XIV COMPLIANCE, STANDARDS AND APPLICABLE LAWS**

#### Applicable Laws.

This Agreement is subject to the applicable federal regulations codified in Title 24 of the Code of Federal Regulations and all applicable laws or regulations of the United States, the State of Texas, and the City of Pasadena. The Contractor agrees to comply with the requirements of 24 CFR Part 92 (excluding 24 CFR 92.505 and 24 CFR 92.506) and all federal regulations and policies issued concerning the HOME Program and all federal regulations and policies issued pursuant to these regulations.

#### Specific Federal Laws.

The CONTRACTOR agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during performance of this contract:

- 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.
- CONTRACTOR will comply with all applicable Federal civil rights and anti-discrimination laws in employment and in the performance of work under this Agreement. Such laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and other federal, state, and local laws prohibiting discrimination in employment and contracting.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including gender identity and sexual orientation), national origin, age, disability, or any other characteristic protected by applicable law.

(2) The CONTRACTOR will ensure that employment practices, including recruitment, hiring, promotion, compensation, benefits, transfers, layoffs, terminations, and other terms and conditions of employment, are conducted without unlawful discrimination.

(3) The CONTRACTOR shall post in conspicuous places available to employees and applicants notices that describe the applicable Federal civil rights laws prohibiting discrimination and the steps employees may take to file a complaint.

(4) The CONTRACTOR agrees that compliance with applicable Federal anti-discrimination laws is material to the government's payment decisions and that failure to comply may result in contract termination, suspension of payments, or debarment, in accordance with applicable law.

- Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. (For all contracts and sub-contracts for construction or repair.)
- Compliance with Davis-Bacon Act is required for any contract for the construction (rehabilitation or new construction) of affordable housing with twelve (12) or more units assisted with HOME funds and requires that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), will be paid to all laborers and mechanics employed in the development of any part of the housing involved. Such wages are also subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701). (Construction Contracts and Sub-contracts in excess of \$2,000 when required by Federal grant program legislation).
- Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C 3701 -3708) Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 E.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 20 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Participating jurisdictions, CONTRACTORS, subcontractors, and other participants must comply with regulations issued under these Acts and with other HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

- Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (For Contracts and Sub-contracts of amounts in excess of \$150,000).
- Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- The Contractor will make affirmative efforts to utilize minority business enterprises for supplies and subcontractors and will document his efforts to the City.
- Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders. The CONTRACTOR understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the CITY, the CONTRACTOR and any sub-contractors. Failure to comply with these requirements shall subject the CITY, the CONTRACTOR and any sub-contractors, their successors and assignees, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 CFR

Part 135, Subpart D. The CONTRACTOR agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Record Maintenance and Documentation.

CONTRACTORS of Section 3 projects are required to maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities and must have all documentation available for review by the CITY and/or HUD officials.

Data Collection and Reporting.

Monthly and annual reports should be processed and submitted by the CONTRACTOR'S Section 3 Coordinator to the Community Development Department.

Monthly Reporting.

The CITY requires the submittal of monthly Section 3 activity reports by the 10<sup>th</sup> day of each month during the duration of the Section 3 Project.

Annual Reporting.

Once the project is complete, CONTRACTOR should submit the Section 3 Summary Report and CONTRACTOR'S Certification of Efforts to Comply with Employment, Training and Contracting Provisions of Section 3. At project completion, the CITY will conduct a final review of the project's overall performance and compliance.

The CONTRACTOR shall include the following language in all subcontracts executed under this Agreement:

- "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area, and contracts for work in connection with the project be awarded to businesses that provide economic opportunities for low and very low income persons residing in the areas of the project."
- The CONTRACTOR shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- The CONTRACTOR shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the CITY. The CONTRACTOR will not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-contractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

Other Laws

The CONTRACTOR covenants and agrees that its officers, members, agents, employees, and subcontractors shall abide by and comply with all other laws, federal state, and local, relevant to the performance of this contract, including all ordinances, rules and regulations of the City of Pasadena. The CONTRACTOR further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if the CITY calls the attention of the

CONTRACTOR to any such violations on the part of the CONTRACTOR or any of its officers, members, agents, employees, or subcontractors then the CONTRACTOR shall immediately desist from and correct such violation.

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.

## **SECTION XV**

### **OWNERSHIP OF DOCUMENTS, COPYRIGHT AND PATENT RIGHTS**

The CITY shall be the absolute and unqualified owner of documents and discoveries or inventions prepared pursuant to this Agreement by the CONTRACTOR with the same force and effect as if the CITY prepared the same. Copies of all complete or partially completed documents prepared pursuant to this Agreement shall be delivered to CITY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONTRACTOR may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONTRACTOR'S sole use in preparation of studies or reports for CITY only. The CONTRACTOR 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 CITY. Reuse by the CITY without specific written adaptation by CONTRACTOR shall be without liability to the CONTRACTOR.

It is further agreed, that if the CITY shall be obliged, under the terms hereof, to take charge of and complete 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.

## **SECTION XVI**

### **INDEMNIFICATION**

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

## **SECTION XVII**

### **SUBCONTRACTOR WRITTEN AGREEMENTS**

The CONTRACTOR will be responsible for contracting directly with its sub-contractors and incorporating into the Agreement any and all applicable HUD, HOME and OMB circulars to the extent applicable, and shall be subject to review upon request by the CITY.

## **SECTION XVIII**

### **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 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 XIX**

#### **ADDITIONAL AUTHORIZED SERVICES**

The CONTRACTOR hereby agrees to undertake additional services for the CITY in the following manner.

The CITY will outline a scope of additional services requested. The CONTRACTOR will review the outline and prepare an estimate of costs and work products to be delivered in response to the request. The CITY will appropriate funds and issue a change order at which time the CONTRACTOR may proceed.

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.

### **SECTION XX**

#### **OTHER GENERAL CONDITIONS**

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 the suspension of a contract for furnishing material or machinery, the CITY may purchase the material or machinery necessary in the opinion of the Director to complete the contract in such manner as it may deem proper and charge the cost and expense thereof to the CONTRACTOR. 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. 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. In the event that the CITY shall suspend or terminate the contract in whole or in part, such action shall not relieve the CONTRACTOR from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract. It is expressly agreed by the CONTRACTOR 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 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.

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 or method of performance, shall be submitted for decision to the Director, whose judgment, when rendered, shall be conclusive, final and binding upon the parties here to.

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 except as provided herein without the written consent of the Council of said CITY, and in no case shall such consent relieve the said CONTRACTOR from the obligations herein assumed, or change the terms of this agreement.

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 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; or the CITY may, within said one (1) year period recover damages from said CONTRACTOR for all damages, losses and expenses caused to the CITY by reason of the CONTRACTOR'S breach of this contract or his failure to comply strictly and in all things with this contract and the plans and specifications.

Under no circumstances, condition or situation shall the CITY ever 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 estoppels 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 than the CITY.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his/her 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.

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 a part of this contract. Copies of the notice to bidders and CONTRACTOR'S bid proposal and copies of specifications are hereto attached 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.

Wherever in any specification the term "Director" is used it will be understood as meaning the same person as the "Director of Community Development".

Wherever the word "CONTRACTOR" is used in this contract or in any specification, the same shall be construed to include his agents, servants, employees, assign and legal representatives unless the context discloses clearly that the CONTRACTOR alone is meant.

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.

This contract, and all obligations created hereunder shall be performable in Harris County, Texas. The CITY and CONTRACTOR hereby mutually agree that all invoices are hereby incorporated into and made a part of this Agreement.

## **SECTION XXI**

### **ENTIRE AGREEMENT**

This Agreement is subject to the applicable federal regulation codified in Title 24 of the Code of Federal Regulations and all applicable laws or regulations of the United States, the State of Texas, and the City of Pasadena. This Agreement constitutes the entire commitment of the City of Pasadena and the Contractor for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Contractor with respect to this Agreement.

**DSW HOMES, LLC**

*Donald Gerratt*  
(Signature)

Name: Donald Gerratt

Title: CEO

Date: 1/12/2026

THE CITY OF PASADENA, TEXAS

Thomas Schoenbein  
Mayor of the City of Pasadena

Date Signed: \_\_\_\_\_

ATTEST/SEAL:

Subscribed and sworn before me, this: 12

Day of January, 2026 a Notary

Public in and for Galveston County,

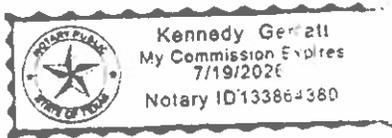
State of Texas

*Kennedy Gerratt*  
(Signature)

**NOTARY PUBLIC:**

My Commission expires on: 07/19/2026

NOTARY STAMP:



ATTEST:

Amanda Mueller  
City Secretary  
Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

Cari Brownlee  
City Attorney  
Date Signed: \_\_\_\_\_



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**Community Development Department**  
Interoffice Memorandum

**TO: Sara Rogers, Director of Housing and Community Development**

**DATE: 12/08/2025**

**FROM: Kayla Coberley, Community Development Manager,**

**Julia Zamarripa, Community Development Programs Accountant**

**SUBJECT: Recommendation for Award: 911 Leonard Street, Demolition and Reconstruction**

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The bid proposals, received on November 24, 2025, for the demolition and reconstruction of a single-family home at 911 Leonard Street, Pasadena, TX 77506 have been evaluated and the bid tabulation, provided by the City Secretary's Office, is attached. Arkitektura Development, Inc. submitted the lowest bid; however, pursuant to the interoffice memorandum dated July 16, 2025, the contractor is suspended from eligibility for project awards for a period of one (1) year beginning July 16, 2025. As a result, Arkitektura Development, Inc. is not eligible for award consideration. DSW Homes, LLC submitted the second-lowest bid and all bid requirements and conditions have been met by the potential contractor. Required documentation has been included within the bid proposals. Therefore, the following awards are recommended.

Demolition & Reconstruction: DSW HOMES, LLC \$227,911.00

Alternate Items:

Removal of existing shed \$ 2,000.00

Total Base Bid + Alternate Items: \$229,911.00

Additionally, it is recommended that a contingency amount of \$11,395.55, or 5 %, of the base bid amounts be added to the project cost for unforeseen change orders. As provided within the HOME Program Compliance Policies and Procedures, adopted by Resolution 2025-127, the combined total of the bid proposals for demolition and reconstruction may not exceed a bid limit of \$250,000.00, plus 5% contingency. Therefore, the awards recommended by this notice, for the reconstruction of the home located at 911 Leonard Street, Pasadena, TX 77506, is considered acceptable and cost reasonable.

Kayla Coberley

Kayla Coberley  
Community Development Manager

Reviewed & Approved By:

Sara Rogers

Sara Rogers  
Director of Housing & Community Development

12-8-25

Date



December 8, 2025

**Stacey Rodriguez**  
Community Development  
HOME Program Coordinator  
City of Pasadena, Texas

**BID 25-011 911 LEONARD ST.  
BID EVALUATION AND RECOMMENDATION**

Dear Stacey,

**Agility Engineering and Management, Inc. (AEM)** is pleased to provide this Bid Evaluation and Recommendation for the bids received to construct the house at 911 Leonard Street.

The following 4 bids were received in response to the bid publication:

1. AMS Management Services, Inc. (Bid amount: \$238,858.00)
2. Arkitektura Development, Inc. (Bid amount: \$219,950.00)
3. RM Quality Construction (Bid amount: \$247,000.00)
4. DSW Homes, LLC. (Bid amount: \$227,911.00)

Of the bids received, Arkitektura Development, Inc. had previously been suspended by City of Pasadena for a period ending on 7/16/26. Hence their bid is disqualified, and no further consideration is given to their submittal.

The three valid bids were compared and their submittals checked for completeness by three evaluators. These bid comparisons and evaluations are attached to this letter.

Amongst the three valid bids, DSW Homes, LLC provided the lowest qualified bid at \$227,911.00. Their submittal was complete, and all items submitted were in accordance with the bid requirements.

We interviewed three of the four references provided by DSW Homes, LLC. The fourth reference could not be reached. The three interviewed references provided positive feedback and confirmed that given the opportunity they would hire DSW Homes LLC. Documentation of the interviews with the three references is attached to this letter.

Based on the valid lowest bid and positive reference checks, we recommend that DSW Homes, LLC be awarded the contract.

We at Agility Engineering and Management, Inc. appreciate the opportunity to provide this bid evaluation and recommendation service and look forward to continuing to work with you. Please feel free to call or email us with your questions or comments.

Sincerely,

**Agility Engineering and Management, Inc.**

A handwritten signature in blue ink, appearing to read 'Karun Sreerama', with a stylized flourish at the end.

Karun Sreerama, MBA, PhD, PE  
President

Attachments



## Community Development Department

### Interoffice Memorandum

**TO:** Michelle Wilson, Compliance Officer

**DATE:** 7/16/2025

**CC:** Sara Rogers, Director of Housing and Community Development

**FROM:** Kayla Coberley, Community Development Manager

**SUBJECT:** Suspension of Arkitektura Development from Future Awards

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This memo serves to formally document the recommendation by the City's Community Development Department to suspend Arkitektura Development, Inc. from eligibility for new project awards for a period of one (1) year, effective immediately.

This action is being taken in response to significant funding irregularities, ongoing performance deficiencies, and concerns related to the Contractor's communication and conduct observed during the work completed under Ordinance Nos. 2023-192, 2023-193, 2023-192, and 2024-177. Details regarding specific instances of non-compliance, missed deadlines, or other contractual violations are noted below:

- Ordinance No. 2023-193: Notice of Claim to Owner and Original Contractor, dated March 15, 2024, in the amount of \$19,681.75. Additional Notice of Claim to Owner and Original Contractor, dated April 15, 2024, in the amount of \$24,426.43;
- Ordinance No. 2023-191: Notice of Claim to Owner and Original Contractor, dated April 15, 2024, in the amount of \$21,131.88;
- Ordinance No. 2023-192: Time of Performance extension granted May 7, 2024 through June 28, 2024 due to Contractor discontinuing work due to funding.
- Ordinance No. 2023-191: Time of Performance extension granted May 7, 2024, through July 15, 2024 due to Contractor discontinuing work due to funding.
- Ordinance No. 2024-177: Contractor was notified on April 29, 2025 that they were in breach of contract in regards to Section V. Time for Performance and Notice to Proceed and was given a deadline of May 2, 2025 to provide requested documentation to avoid official notice. This notice was provided after a pattern of unresponsiveness to project oversight and compliance inquiries.
- Untimely reporting of Section 3 hours and efforts as required by Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) and 24 CFR Part 75 - Economic Opportunities for Low- and Very Low- Income Persons.

The projects in question are funded under the U.S. Department of Housing and Urban Development (HUD) and are therefore subject to strict federal regulations, including but not limited to:

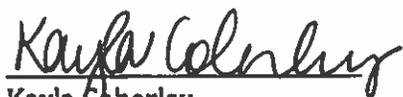
- Uniform Administrative Requirements, including timely and accurate reporting
- Adherence to approved project schedules and scopes

Arkitektura Development, Inc.'s failure to meet these obligations puts the project and by extension, the City at risk of non-compliance with HUD requirements, potentially jeopardizing current and future funding.

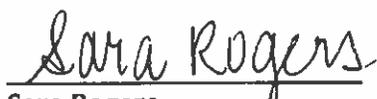
Following the one-year suspension, Arkitektura Development, Inc. may be considered for future work only upon submission of strong performance references from at least two current projects that demonstrate full compliance, financial integrity, and satisfactory progress.

**Acknowledgement and Agreement**

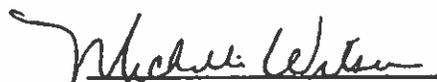
By signing below, both the Community Development Department and the Compliance Department agree to the suspension terms outlined above.

  
\_\_\_\_\_  
Kayla Coberley  
Community Development Manager

7-16-25  
Date

  
\_\_\_\_\_  
Sara Rogers  
Director of Community Development and Housing

7-16-25  
Date

  
\_\_\_\_\_  
Michelle Wilson  
Compliance Officer

07-16-2025  
Date



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**Notice of Intent to Award**

DSW Homes, LLC  
1650 E. Winding Way Dr., Bldg. B  
Friendswood, Texas 77546

December 9, 2025

RE: Notice of Intent to Award  
IFB 25-011: Demolition and Reconstruction of Single-Family Home  
911 Leonard St., Pasadena, TX 77506

You are hereby notified that DSW Homes, LLC is being recommended for contract award for the above cited project on the base bid amount of \$227,911.00 submitted within your bid proposal on November 24, 2025.

A Notice to Proceed will not be issued until after final approval and authorization of a contract Agreement is granted by City Council. This notice does not constitute the formation of a contract between the City of Pasadena and the apparent successful bidder. If the apparent successful bidder fails to negotiate and execute a contract with the City of Pasadena, the City of Pasadena may revoke the award and award the contract to the next highest ranked. The City of Pasadena reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

The following documents must be completed and returned to the Community Development Department within ten (10) days from the date of this notice:

**1. Form 1295 Certificate of Interested Parties**

*Please use the link below to access the Texas Ethics Commission's website to file an electronic application. When prompted, make sure to enter "City of Pasadena" for the name of the governmental entity with whom your firm is contracting and "Bid No. 25-011 Demolition/Reconstruction of 911 Leonard Street, Pasadena, Texas" for identification number and description. Once completed, please print, sign and return the original to the Community Development Department in person or by the U.S. Postal Service to City of Pasadena. Attn: Community Development, P.O. Box 672, Pasadena, TX 77501.*  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**2. Performance and Payment Bond**

*Refer to pages 32-35 of IFB 25-011.*

**3. Certificate of Insurance**

*Refer to pages 12-13 of IFB 25-011. Originals can be submitted to the City of Pasadena Permit Department and a copy provided to the Community Development Department.*

**4. Section 3**

*Section 3 requirements are triggered for housing and community development financial assistance for housing rehabilitation, housing construction and other public construction projects that exceed \$200,000.00 or more (including contingency). If applicable, complete the Section 3 Compliance Packet, beginning on page 98 of IFB 25-011. Any questions regarding completion of the packet can be referred to the City of Pasadena Compliance Officer, Michelle Wilson, at [mwilson@pasadenatx.gov](mailto:mwilson@pasadenatx.gov) or 713-475-7290.*

Should you have any questions regarding the information enclosed or requested above, please contact the Community Development Department at (713) 475-4881.



---

Kayla Coberley  
Community Development Manager

CITY OF PASADENA

November 25, 2025

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

**COMMUNITY DEVELOPMENT**

**BID #25-011 - Demo and Construction – 911 Leonard St.**

Bidder	Bid Amount	Date Received	Time Received
RM Quality Construction	247,000.00	11/24/25	8:47 a.m.
DSW Homes, LLC	227,911.00	11/24/25	10:54 a.m.
Arkitectura Development, Inc.	219,950.00	11/24/25	1:04 p.m.
AMS Construction	240,012.00	11/24/25	3:56 p.m.

**COMMUNITY DEVELOPMENT**

**BID #25-024 - Demo and Construction – 3721 Washington St.**

Bidder	Bid Amount	Date Received	Time Received
RM Quality Construction	247,000.00	11/24/25	8:47 a.m.
DSW Homes, LLC	239,509.00	11/24/25	10:54 a.m.
Arkitectura Development, Inc.	219,950.00	11/24/25	1:04 p.m.
AMS Construction	248,867.00	11/24/25	3:56 p.m.

**ATTENDEES PLEASE SIGN IN**

PRINT NAME	Department / Company
Nicole R. Andreno	CitySec / COP
Julia Zamarripa	COP - Comm Dev
Stacey Rodriguez	COP - Comm Dev.
Karun Sreerama	Agility Engineering
Abhi Sreerama	Agility Engineering
Kevin Jutt	RM Quality Const.
Daniel Sorral	AMS Construction

**BID PROPOSALS**  
**BID NO. 25-011 (Leonard)**

	BID PROPOSAL	BID PROPOSAL	BID PROPOSAL	BID PROPOSAL
NAME OF BIDDER	AMS Management Services, Inc.	Arkitektura Development, Inc.	RM Quality Construction	DSW Homes, LLC.
Demolition and disposal of existing structure	\$14,400.00	\$14,000.00	\$15,000.00	\$15,884.00
SitePrep (including dumpsters/port-a-potty and required signage)	\$5,040.00	\$1,000.00	\$10,000.00	\$2,500.00
Removal of all trees/shrubs that are obstructive to construction	\$0.00	\$1,500.00	\$6,500.00	\$1,500.00
Foundation (12" by 24" min. deep grade beams supporting 4" thick reinf. conc. slab on select fill)	\$33,642.00	\$28,000.00	\$25,000.00	\$24,946.00
Flatwork	\$6,456.00	\$2,500.00	\$18,000.00	\$6,237.00
Plumbing	\$20,160.00	\$12,000.00	\$18,000.00	\$11,513.00
Electrical (Smoke Detectors and Carbon Monoxide Detectors, if applicable. Hard wired required)	\$15,000.00	\$10,500.00	\$16,000.00	\$14,552.00
Framing (Exterior to be fully sheathed with 7/16" OSB)	\$25,038.00	\$39,000.00	\$28,000.00	\$37,419.00
Interior Surface	\$2,621.00	\$12,000.00	\$4,500.00	\$9,355.00
Exterior Surface	\$1,814.00	\$11,000.00	\$7,500.00	\$10,395.00
Windows/Screens/Blinds	\$4,490.00	\$5,000.00	\$6,500.00	\$6,445.00
Interior/Exterior Doors & Hardware	\$10,086.00	\$3,000.00	\$6,500.00	\$6,029.00
Insulation (Walls/Ceiling/Attic)	\$4,469.00	\$5,000.00	\$8,500.00	\$3,950.00
Siding/Soffits/Trim	\$2,772.00	\$4,000.00	\$6,500.00	\$4,366.00
Full Gutters/Downspouts/Splash Blocks	\$3,641.00	\$1,500.00	\$6,000.00	\$3,119.00
Drywall Sheets, Drywall Tape, Texture, and Trim	\$8,017.00	\$7,000.00	\$6,500.00	\$10,395.00
HVAC	\$9,000.00	\$10,500.00	\$16,000.00	\$13,513.00
Finish Carpentry/Cabinets/Hardware	\$5,874.00	\$4,500.00	\$3,000.00	\$9,563.00
Kitchen Appliances	\$4,140.00	\$3,000.00	\$7,000.00	\$3,500.00
Flooring	\$5,602.00	\$10,000.00	\$7,000.00	\$8,108.00
Painting	\$10,413.00	\$8,000.00	\$4,000.00	\$4,158.00
Roofing	\$8,325.00	\$9,000.00	\$8,000.00	\$8,524.00
Landscaping	\$5,400.00	\$2,500.00	\$2,000.00	\$8,316.00
ADA Accessible Bathroom Note: Roll in shower in one bathroom/Grab bars in both bathrooms	\$720.00	\$2,000.00	\$4,000.00	\$2,000.00
Fencing	\$9,450.00	\$500.00	\$5,000.00	\$0.00
Permits	\$5,594.00	\$2,000.00	\$500.00	\$500.00
Utilities	\$5,000.00	\$10,450.00	\$500.00	\$624.00
Mailbox and House Numbers	\$265.00	\$500.00	\$500.00	\$500.00
Miscellaneous (Support by an itemized list)	\$11,429.00	\$0.00	\$500.00	\$0.00
<b>Base Bid - Total of above line items</b>	<b>\$238,858.00</b>	<b>\$219,950.00</b>	<b>\$247,000.00</b>	<b>\$227,911.00</b>
<b>Bidders Total from IFB</b>	<b>\$240,012.00</b>	<b>\$219,950.00</b>	<b>\$247,000.00</b>	<b>\$227,911.00</b>
<b>Difference</b>	<b>-\$1,154.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Alternative Items that can be added</b>				
Kitchen adjusted to be ADA compliant	\$1,000.00	\$9,000.00	\$5,500.00	\$2,500.00
Removal of existing shed (if applicable)	\$1,000.00	\$2,500.00	\$3,000.00	\$2,000.00
Miscellaneous (Support by an itemized list)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total of Alternative Items</b>	<b>\$2,000.00</b>	<b>\$11,500.00</b>	<b>\$8,500.00</b>	<b>\$4,500.00</b>

Lowest Bid:

(1) Arkitektura Development (suspended); (2) DSW Homes, LLC.

**BIDDER QUESTIONNAIRE CHECKLIST**  
**BID NO. 25-011 (Leonard)**

<b>NAME OF BIDDER</b>	<b>AMS Management Services, Inc.</b>	<b>Arkitektura Development, Inc.</b>	<b>RM Quality Construction</b>	<b>DSW Homes, LLC.</b>
Section 3 Certified	No		No	No
Did Bidder initial all acknowledgements on Bidder Questionnaire and Checklist?	Yes		Yes	Yes
Fill out, sign and return the Invitation for Bid (IFB) cover sheet.	Yes		Yes	Yes
Fill out and return the Bid Proposal & attached cashier's check or bid bond	Yes - Bid Bond		Yes - Bid Bond	Yes - Bid Bond
Fill out and return the Bid Pricing Sheet	Yes - Did not provide itemized list for Misc. line item (\$11,429)		Yes - Did not provide itemized list for Misc. line item (\$500)	Yes
Fill out and return the Deviation & Compliance Signature Form	Yes - No Deviations		Yes - No Deviations	Yes - No Deviations
Fill out and return the Non-Collusion Affidavit and have it Notarized	Yes		Yes	Yes
Fill out and return the Solicitation Questionnaire	Yes		Yes	Yes
Fill out and return the Bidder References Form	Yes - Contracts all below \$20K		Yes - One reference for mult. Projects. Contractor has also previously worked with Pasadena.	Yes - Grant experience
Fill out and return the Local Bidder Preference Claim Form (if applicable)	N/A		N/A	N/A
Fill out and return the Windstorm Insurance Certification Notice	Yes		Yes	Yes
Fill out and return the Contractor's Certification of Non-Debarment	Yes		Yes	Yes
Fill out and return the Sub-Contractor's Certification of Non-Debarment	Yes		Yes	Yes
Fill out and return the Disadvantaged Business Enterprises Only Form	N/A		N/A	N/A
Fill out and return the Immigration Reform and Control Act (IRCA)	Yes		Yes	Yes
Cut and put LABEL on the OUTERMOST envelope	Yes		Yes	Yes
Register with the System Award Management (SAM) at <a href="http://www.sam.gov">www.sam.gov</a> , proof must be enclosed with bid.	Yes - Expires 11/24/26		Yes - Expires 01/02/26	Yes - Expires 09/25/26
Print, fill out, and return the Conflict of Interest Questionnaire	Yes - No Conflicts		Yes - No Conflicts	Yes - No Conflicts
Project Schedule attached to bid	Yes - 87 days		Yes - 27 days	Yes - 117 days
All addendums issued were signed and returned with bid	N/A		N/A	N/A

**BIDDER QUESTIONNAIRE CHECKLIST  
BID NO. 25-011 (Leonard)**

	Totalled bid incorrectly and did not include itemized list for misc. items on bid	Did not review - Contractor suspended from bids until 7/16/26	Did not provide itemized list for misc. items on bid	
--	---	---	--	--

**CITY OF PASADENA  
Community Development Department**

Bond No. 108347900

**PERFORMANCE BOND**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOWN ALL MEN BY THESE PRESENTS: That we, DSW Homes, LLC  
\_\_\_\_\_ of Friendswood, Texas  
\_\_\_\_\_ hereinafter called Principal, and Travelers Casualty and Surety Company of America  
\_\_\_\_\_ of Hartford, Connecticut  
\_\_\_\_\_ hereinafter called Surety, are held and firmly bound unto the City of Pasadena, Texas  
\_\_\_\_\_ hereinafter called Owner and unto all person, firms and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Two Hundred Twenty-Seven Thousand Nine Hundred Eleven and No/100 Dollars (\$ 227,911.00 ) in the lawful money of the United States, to be in Harris County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS the Principal entered into a certain contract with City of Pasadena, Texas, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of IFB 25-011: Demolition and Reconstruction of Single-Family Home  
911 Leonard Street, Pasadena, Texas 77506

NOW THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of the ten year guaranty required under such contract, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of or modification thereof, then his obligation shall be void; otherwise to remain in full force and effect.

**CITY OF PASADENA  
Community Development Department**

PROVIDED FURTHER: That is any legal action to be filed upon this bond, venue shall lie in Harris  
\_\_\_\_\_ County, Texas.

And that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby wave notice of any such change, extension of time, alteration or addition to the terms of the contract or to work or to the specifications.

PROVIDED FURTHER: That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in seven counterparts, each one of which shall be deemed an original, this the 16th day of December, 2025.

(Seal)

ATTEST:

Kennedy Hoffman  
SECRETARY

Devon Lottfield  
WITNESS

Jennifer Mitchell  
TITLE Jennifer Mitchell, Witness

DSW Homes, LLC  
PRINCIPAL

BY Ronald Smith

TITLE CEO

ADDRESS 1650 East Winding Way, Building B  
Friendswood, Texas 77546

Travelers Casualty and Surety Company of America  
SURETY

BY Donna Weinel

TITLE Donna Weinel, Attorney-in-Fact

ADDRESS One Tower Square  
Hartford, Connecticut 06183

NOTE: DATE OF BOND MUST BE THE SAME AS DATE OF CONTRACT  
ATTACH POWER OF ATTORNEY OF PARTY EXECUTING THIS BOND FOR THE SURETY



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA WEINEL** of **TEXAS CITY**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, 2025



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, The Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267) 675-3057  
(267) 675-3107 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**CITY OF PASADENA  
Community Development Department**

Bond No. 108347900

**PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160 OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED BY ACTS OF THE 56TH LEGISLATURE, REGULAR SESSIONS, 1959**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOWN ALL MEN BY THESE PRESENTS: That DSW Homes, LLC

hereinafter called Principal(s), as Principal(s), and Travelers Casualty and Surety Company of America

hereinafter called Surety, are held and firmly bound unto City of Pasadena, Texas

hereinafter called the Obligee, in the amount of Two Hundred Twenty-Seven Thousand Nine Hundred Eleven and No/100 Dollars (\$ 227,911.00 ) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to IFB 25-011: Demolition and Reconstruction of Single-Family Home  
911 Leonard Street, Pasadena, Texas 77506

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that his bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Sessions, 1959, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copies at length herein.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA WEINEL** of **TEXAS CITY**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, 2025



Kevin E. Hughes, Assistant Secretary

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Attn: Claims  
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Philadelphia, PA 19102

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Austin, TX 78714-9104

(800) 252-3439

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY OAKBRIDGE INSURANCE AGENCY		NAMED INSURED DSW Homes, LLC	
POLICY NUMBER 24PHB0073		1650 E WINDING WAY DRIVE, SUITE B	
CARRIER LLOYDS OF LONDON	NAIC CODE	FRIENDSWOOD TX 77546	EFFECTIVE DATE: 12/31/2025

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACOR24 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LIMITS

\$ 25,000,000 AGGREGATE  
 \$ 500,000 ANY ONE BLDG OR STRUCTURE  
 \$ 25,000,000 WINDSTORM AND HAIL  
 \$ 10,000,000 FLOOD (ALL OTHER FLOOD ZONES)  
 \$ 2,500,000 FLOOD (TIER 1)  
 \$ 10,000,000 EARTHQUAKE/VOLCANIC ACTIVITY  
 EARTHQUAKE EXCLUDED IN CALIFORNIA, ALASKA, HAWAII AND PUERTO RICO

DEDUCTIBLES

\$50,000 ALL PERILS EXCEPT

WINDSTORM AND HAIL

2% SUBJECT TO \$50,000 MIN

NAMED WINDSTORM TIER 1 COUNTIES

5% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000

OUTSIDE TIER 1 COUNTIES

2% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$50,000

FLOOD

3% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000  
 (100 YEAR FLOOD ZONE)

3% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$250,000  
 (ALL OTHER FLOOD ZONES)

EARTHQUAKE

\$50,000

OTHER SUBLIMIT(S)

\$50,000 SEWER BACK-UP

# City of Pasadena



COMMUNITY DEVELOPMENT DEPARTMENT  
 1149 ELLSWORTH DR., 5<sup>TH</sup> FLOOR  
 PASADENA, TEXAS 77506  
 713-475-7294  
 FAX 713-475-7037

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth DR., SUITE 200 PASADENA, TX 77506		<h2>Invitation for Bids (IFB)</h2>	
MAILING DATE  <b>November 5, 2025</b>	TITLE  <b>Demolition and Reconstruction                  of Single-Family Home                  911 Leonard St.                  Pasadena, TX 77506</b>	NUMBER  <b>25-011</b>  BID WRITER  <b>K. Coberley</b>	CLOSING DATE & TIME  <b>November 24, 2025                  by 4:00 P.M. CST</b>
<b>MANDATORY PRE-BID DATE, TIME AND LOCATION</b>  <b>Thursday, November 13, 2025 @ 10:00 A.M. CST</b> <b>City Hall - Community Development Conference Room</b> <b>1149 Ellsworth Dr., 5th Floor, Pasadena, TX 77506</b>			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <b>DSW Homes, LLC</b>		TAXPAYER IDENTIFICATION NUMBER <b>27-1330085</b>	
MAILING ADDRESS <b>1650 E. Winding Way Dr., Bldg. B</b>		CITY-STATE-ZIP <b>Friendswood, TX 77546</b>	
PH <b>(409) 744-3400</b>		Alt. PH <b>(409) 338-6289</b>	
FX <b>(409) 744-3404</b>		EMAIL <b>info@dswhomes.com</b>	
SECTION 3 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEB ADDRESS <b>www.dswhomes.com</b>	
REGISTERED WITH SAM GOV Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		TOTAL BID AMOUNT <b>\$227,911.00</b>	
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.			
AUTHORIZED SIGNATURE 		DATE <b>11/24/2025</b>	PRINTED NAME/TITLE <b>Paul Judson, VP of Purchasing &amp; Estimating</b>
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 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.

**CITY OF PASADENA  
Community Development Department**

**BID PROPOSAL**  
**Bid No. 25-011**

(Submit in Duplicate)

Date: November 24, 2025

Submitted by: DSW Homes, LLC Tel. No. (409) 744-3400

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
CITY OF PASADENA, TEXAS

Gentlemen:

We, the undersigned, propose to enter into a Contract with the City of Pasadena, Texas to furnish all labor, materials, tools, transportation, insurance, permits, and all incidentals necessary for the following contractor work, in accordance with the drawings and specifications, provided by the City of Pasadena Community Development Department for the following project, for the lump sum(s) set forth below:

Drawings and Project Manual entitled:

**Demolition and Re-Construction of Single-Family Home located at:**

**911 Leonard St.  
Pasadena, TX 77506**

In accordance with the Instructions to Bidders, the undersigned agrees to complete all contractor work required for the re-construction of a new Single-Family House (as identified in Instruction to Bidders), including the following materials and installation:

Slab, Framing, Sheetrock, Roof, Plumbing, Electrical, Cabinets, Trim, Paint, Flooring, Landscaping, and any other items indicated on plans or specifications as requested to complete a single-family dwelling.

All work will be completed within four (4) months after Notice to Proceed has been given.

All work shall be performed in a workmanlike manner in accordance with drawings and specifications and addendum thereto, and identified as plans for **911 LEONARD STREET** and including the following listed documents.

Project Drawings: **SR-3-1187-1B**

Project Manual: Notice to Bidders, General Requirements for Bids, Instructions to Bidders, Single Family Reconstruction General Specifications and Bid Proposal.

We, as the contractor, have carefully reviewed and understand the "Notice to Bidders", "Instructions to Bidders" and the drawings and specifications, examined the site(s) in detail, and have acquainted ourselves with the existing and anticipated conditions that might affect the work and accept the drawings and specifications as being satisfactory and adequate for the construction of the work.

We, as the contractor, understand that if we are the successful bidder, we will receive progress payments with 10% retainage. The first payment will be in the amount of 45% of the total contract amount once the project is 50% complete. The second payment will be for 45% once the project is 100% complete and all the building permits have final approval with the "Certificate of Occupancy" from the City issued. Contract payments will be processed upon receipt of the payment request from the Contractor.

**CITY OF PASADENA**  
**Community Development Department**

Final payment will be made thirty (30) days after completion and final acceptance of the project. The retainage will be released at that time by the City. We will furnish certificates of insurance for all required insurance including Worker's Compensation in accordance with State law.

We attached a bid bond or cashier's check in the sum of 5% of the amount of our bid proposal (for amounts over \$25,000.00).

Name of Surety: Travelers Casualty and Surety Company of America

**THE LUMP SUM BASE BID AMOUNT**

BASE BID: \$ Two Hundred Twenty Seven Thousand Nine Hundred Eleven Dollars \$ 227,911.00  
(Written Amount) (Amount in Figures)

Bidder (Name of Company): DSW Homes, LLC

By: 

Name: Paul Judson

Title: VP of Purchasing & Estimating

Address: 1650 E. Winding Way Dr., Bldg. B

City: Friendswood State: Texas

Zip Code: 77546 Phone Number: (409) 744-3400

Email: info@dswhomes.com

**Bids shall remain valid and binding for ninety (90) days after the day of the bid opening, but bids may be released prior to that date at the sole discretion of the City.**

# BID BOND

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

DSW Homes, LLC  
1650 East Winding Way, Building B, Suite 100  
Friendswood, Texas 77546

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183

**OWNER:**

*(Name, legal status and address)*

City of Pasadena, Texas  
1149 Ellsworth Drive, 5th Floor  
Pasadena, Texas 77506

**BOND AMOUNT:** 5% G.A.B. (Five Percent of the Greatest Amount Bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Demolition and Reconstruction of a Single Family Residence at:  
911 Leonard Street, Pasadena, Texas 77506  
Bid No. 25-011

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of November 2025.

Deron Littlefield  
(Witness)

[Signature]  
(Witness) Anthony Hernandez

DSW Homes, LLC  
(Principal) (Seal)

[Signature]  
(Title) Curtis C. [Signature] COO

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

[Signature]  
(Title) Jennifer Mitchell, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies") and that the Companies do hereby make, constitute and appoint **Jennifer Mitchell** of **TEXAS CITY** Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

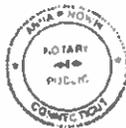
By   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which remains in full force and effect.

Dated this 24th day of November 2025



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

Travelers Company, a Company of Liberty Company of America, Travelers Casualty and Surety Company, The Travelers Indemnity Company, Standard Fire Insurance Company of New York, and Travelers Group Insurance Company of New York, for information or to make a complaint.

Travelers Group  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2000  
Philadelphia, PA 19102

1-800-275-4000  
1-215-771-1100 (TX)

For more information, please visit our website at [www.travelers.com](http://www.travelers.com) or call 1-800-275-4000.

Travelers Group  
1500 Market Street  
West Tower, Suite 2000  
Philadelphia, PA 19102

1-800-275-4000

TRAVELERS GROUP IS A COMPANY OF LIBERTY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, THE TRAVELERS INDEMNITY COMPANY, STANDARD FIRE INSURANCE COMPANY OF NEW YORK, AND TRAVELERS GROUP INSURANCE COMPANY OF NEW YORK. TRAVELERS GROUP IS A MEMBER OF THE TRAVELERS GROUP OF COMPANIES. TRAVELERS GROUP IS A MEMBER OF THE TRAVELERS GROUP OF COMPANIES. TRAVELERS GROUP IS A MEMBER OF THE TRAVELERS GROUP OF COMPANIES.

**CITY OF PASADENA**  
**Community Development Department**

**BID PRICING SHEET**

**For the purpose of evaluation, any item left blank will be deemed "no bid".  
 The total price shall include all applicable charges and fees. NO additional charges or fees will be allowed.**

**NOTE: Contractor or Contractors representative must refer to Design Plans and Single-Family Reconstruction General Specifications when completing bid pricing sheet.**

<b>911 LEONARD STREET</b>	<b>AMOUNT BID</b>
Demolition and disposal of existing structure	\$ 15,884.00
SitePrep (including dumpsters/port-a-potty and required signage)	\$ 2,500.00
Removal of all trees/shrubs that are obstructive to construction	\$ 1,500.00
Foundation (12" by 24" min. deep grade beams supporting 4" thick reinf. conc. slab on select fill)	\$ 24,946.00
Flatwork	\$ 6,237.00
Plumbing	\$ 11,513.00
Electrical (Smoke Detectors and Carbon Monoxide Detectors, if applicable. Hard wired required)	\$ 14,552.00
Framing (Exterior to be fully sheathed with 7/16" OSB)	\$ 37,419.00
Interior Surface	\$ 9,355.00
Exterior Surface	\$ 10,395.00
Windows/Screens/Blinds	\$ 6,445.00
Interior/Exterior Doors & Hardware	\$ 6,029.00
Insulation (Walls/Ceiling/Attic)	\$ 3,950.00
Siding/Soffits/Trim	\$ 4,366.00
Full Gutters/Downspouts/Splash Blocks	\$ 3,119.00
Drywall Sheets, Drywall Tape, Texture, and Trim	\$ 10,395.00
HVAC	\$ 13,513.00
Finish Carpentry/Cabinets/Hardware	\$ 9,563.00
Kitchen Appliances	\$ 3,500.00
Flooring	\$ 8,108.00
Painting	\$ 4,158.00
Roofing	\$ 8,524.00
Landscaping	\$ 8,316.00
ADA Accessible Bathroom Note: Roll in shower in one bathroom/Grab bars in both bathrooms	\$ 2,000.00
Fencing	\$ N/A

**CITY OF PASADENA**  
**Community Development Department**

	Permits	\$	500.00
	Utilities	\$	624.00
	Mailbox and House Numbers	\$	500.00
	Miscellaneous (Support by an itemized list attached to this document)	\$	N/A
<b>BASE BID - TOTAL OF ABOVE LINE ITEMS</b>		<b>\$</b>	<b>227,911.00</b>
<b>ALTERNATIVE ITEMS THAT CAN BE ADDED</b>			
	Kitchen adjusted to be ADA Compliant <b>Note: Lower countertops, install accessible appliances, roll-under sinks</b>	\$	2,500.00
	Removal of existing shed (if applicable) <b>Note: Shed not to be replaced</b>	\$	2,000.00
	Miscellaneous (Support by an itemized list attached to this document)	\$	N/A

**Note: Contractors must include in bid and advise the Community Development Department as to any item(s) which may have been left off plans that could result in code violations. Contractor, at his/her expense, will be responsible for any items not included in bid, but are shown on design plans or specified in the General Requirements for Bids, Instructions to Bidders, and Single-Family General Specifications or required by local codes and ordinances.**   A   (Initial)

**CITY OF PASADENA**  
**Community Development Department**

**Emergency Contact Information**

Contact Name: Donald Gerratt Telephone: (409) 338-6289

Title: Chief Executive Officer Fax: (409) 744-3404

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 proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature:  Title: VP of Purchasing & Estimating

Company Name: DSW Homes, LLC Date: November 24, 2025

**Accounts Receivables Information:**

Contact Name: Heather Lott Title: Accounts Receivable Manager

Mailing Address: 1650 E. Winding Way Dr., Bldg. B

City: Friendswood State: Texas Zip: 77546

Telephone: (832) 205-1365 Fax: (409) 744-3404

Full Legal Firm/Company Name: DSW Homes, LLC

Business Street Address: 1650 E. Winding Way Dr., Bldg. B, Friendswood, TX 77546

Business Mailing Address: 1650 E. Winding Way Dr., Bldg. B, Friendswood, TX 77546

Business Telephone Number: (409) 744-3400

Business Fax Number: (409) 744-3400

County: Galveston Minority Owned: Yes  No  # of Employees: 75+

Corporation:  Partnership:  Proprietorship:  L.L.C.:  L.L.P.:

Year Established: 2009 Number Of Years in Business: 16

Federal ID No.: 27-1330085

Nature of Business: General Contractor

**CITY OF PASADENA**  
**Community Development Department**

**Principals:**

Name: Donald Gerratt Title: Chief Executive Officer / Owner  
 Name: Curtis Clayton Title: Chief Operating Officer / Owner  
 Name: Paul Judson Title: VP Purchasing & Estimating / Treasurer

**CONTRACT LICENSE/CERTIFICATE (MUST COMPLETE)**

Licensed Contractor's Name: DSW Homes, LLC

Classes	License Certification Numbers	Expiration Dates
N/A - There is no General Contractor license in Texas		



**CITY OF PASADENA**  
**Community Development Department**  
**NON-COLLUSION AFFIDAVIT**

State of Texas (State)

County of Galveston (County) §.

Being first duly sworn, deposes and says that:

1. He/She is the Treasurer (Owner, Partner, Officer, Representative or Agent) of DSW Homes, LLC (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 Bids;
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 proposer, 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 quoted 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.

*Paul Judson*  
Authorized Representative's Signature

DSW Homes, LLC  
Company Name

Paul Judson  
Representative's Name

VP of Purchasing & Estimating  
Representative's Title

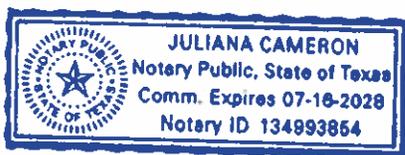
On this the 24 day of November, 2025, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

*Juliana Cameron*  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



**CITY OF PASADENA  
Community Development Department**

**SOLICITATION QUESTIONNAIRE**

The City of Pasadena Community Development Department constantly strives to improve competitive bidding with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

- Direct Contact with Community Development Department
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Newspaper or trade publication
- Another Contractor, Vendor or Supplier
- Chamber of Commerce
- North Pasadena Business Association
- Port Area Networking
- Other Means: Describe \_\_\_\_\_

How did you obtain your copy of the Bid Document?

- Direct Contact with Community Development Department
  - Via Email
  - Via Fax
  - In Person
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Other Means: Describe \_\_\_\_\_

**BIDDER REFERENCES**

Please list four (4) major demolition/construction contracts and total dollar value your company has completed within the last twelve (12) months - do not include contracts with the City of Pasadena.

1 NAME OF CONTACT: Scott Sharpe, Executive Director - South Carolina Office of Resilience

ADDRESS: 632 Rosewood Drive

CITY / STATE / ZIP: Columbia, South Carolina 29201

PHONE NO.: (803) 530-0338 CONTRACT VALUE: \$ 76,700,000.00+

START DATE: October, 2017 COMPLETION DATE: Present

2 NAME OF CONTACT: Danny Permar, Program Director - Lee County, Florida CDBG-DR Housing Recovery Program

ADDRESS: 9400 Gladiolus Drive, Suite 270

CITY / STATE / ZIP: Fort Myers, Florida 33908

PHONE NO.: (352) 522-1156 CONTRACT VALUE: \$ 9,700,000.00+

START DATE: June, 2024 COMPLETION DATE: Present

3 NAME OF CONTACT: T'airia Samuel, CDBG-DR Project Manager - Georgia Department of Community Affairs

ADDRESS: 60 Executive Park South, NE

CITY / STATE / ZIP: Atlanta, Georgia 30329

PHONE NO.: (850) 345-3069 CONTRACT VALUE: \$ 5,710,000.00+

START DATE: May, 2024 COMPLETION DATE: Present

4 NAME OF CONTACT: Kelsey Holley, Director of Program Delivery - North Carolina ReBuild NC

ADDRESS: P.O. Box 110465

CITY / STATE / ZIP: Durham, North Carolina 27709

PHONE NO.: (984) 247-9579 CONTRACT VALUE: \$ 57,350,000.00+

START DATE: August, 2018 COMPLETION DATE: Present

**WINDSTORM INSURANCE CERTIFICATION NOTICE**

The Contractor agrees that he will perform all necessary steps for State Inspection in regards to Windstorm Insurance for the property located at 911 Leonard St., Pasadena, Texas

Zip 77506, and owned by Carmen and Juan Barbosa and

where it is required he will provide the homeowner with an Insurance Certificate and a copy of same to this office no later than time of final invoice submission.

Acknowledged by:

DSW Harris, LLC  
Contractor Company Name

24 NOV 2025  
Date

[Signature]  
Contractor

**CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT**

DATE: November 24, 2025		NAME/ADDRESS OF CONTRACTING ENTITY:	
PROJECT NAME: Address Bid No. 25-011 Demolition/Reconstruction 911 Leonard St., Pasadena, Texas 77506		CITY OF PASADENA ATTN: COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672	
PROJECT NUMBER: 25-011			
(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).			
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:  DSW Homes, LLC 1650 E. Winding Way Dr., Bldg. B Friendswood, TX 77546			
THE BIDDER IS:			
A SINGLE PROPRIETORSHIP		A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP		OTHER ORGANIZATION (DESCRIBE) Texas Limited Liability Company	
BIDDER'S FEDERAL IN NUMBER: 27-1330085			
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER			
NAME		TITLE	ADDRESS
Donald Gerratt		Chief Executive Officer	12A Windcreek St, Friendswood, TX 77546
Curtis Clayton		Chief Operating Officer	4 Windsong Ln., Friendswood, TX 77546
Paul Judson		VP Purchasing & Estimating	1703 Tempe St, League City, TX 77573



**SUB-CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT**

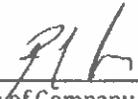
DATE: November 24, 2025		NAME/ADDRESS OF CONTRACTING ENTITY:	
PROJECT NAME: Address Bid No. 25-011 Demolition/Reconstruction 911 Leonard St., Pasadena, Texas 77506		CITY OF PASADENA ATTN: COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672	
PROJECT NUMBER: 25-011			
(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).			
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:			
DSW Homes, LLC 1650 E. Winding Way Dr., Bldg. B Friendswood, TX 77546			
THE BIDDER IS:			
A SINGLE PROPRIETORSHIP		A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP		OTHER ORGANIZATION (DESCRIBE) Texas Limited Liability Company	
BIDDER'S FEDERAL IN NUMBER: 27-1330085			
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER			
NAME		TITLE	ADDRESS
Donald Gerratt		Chief Executive Officer	12A Windcreek St, Friendswood, TX 77546
Curtis Clayton		Chief Operating Officer	4 Windsong Ln., Friendswood, TX 77546
Paul Judson		VP Purchasing & Estimating	1703 Tempe St, League City, TX 77573



**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.

The undersigned hereby certifies that he understands, and is in compliance with, IRCA requirements as specified above.

  
\_\_\_\_\_  
Signature of Company Representative

Paul Judson  
Print Name of Company Representative

VP of Purchasing & Estimating  
Title

November 24, 2025  
Date



# DSW HOMES, LLC

Unique Entity ID <b>DLSDMD8LA7N9</b>	CAGE / NCAGE <b>6UM90</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 25, 2026</b>	
Physical Address <b>1650 E Winding WAY DR Bldg B STE 100 Friendswood, Texas 77546-5128 United States</b>	Mailing Address <b>1650 E Winding WAY DR Bldg B STE 100 Friendswood, Texas 77546-5128 United States</b>	

## Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District <b>Texas 22</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.dswhomes.com</b>

## Registration Dates

Activation Date <b>Sep 29, 2025</b>	Submission Date <b>Sep 25, 2025</b>	Initial Registration Date <b>Dec 6, 2012</b>
--	--	---

## Entity Dates

Entity Start Date <b>Nov 17, 2009</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

## Executive Compensation Details

### Executive 1:

First Name:	<b>James</b>
Middle Initial:	<b>F</b>
Last Name:	<b>Schumer</b>
Position Title:	<b>Chair Emeritus</b>
Compensation Amount:	<b>910000</b>

### Executive 2:

First Name:	<b>Donald</b>
Middle Initial:	<b>B</b>
Last Name:	<b>Gerratt</b>
Position Title:	<b>CEO</b>
Compensation Amount:	<b>400000</b>

**Executive 3:**

First Name: James  
Middle Initial: D  
Last Name: Yarbrough  
Position Title: CFO  
Compensation Amount: 225000

**Executive 4:**

First Name: Curtis  
Middle Initial: D  
Last Name: Clayton  
Position Title: COO  
Compensation Amount: 200000

**Executive 5:**

First Name: Paul  
Middle Initial: C  
Last Name: Judson  
Position Title: VP Purchasing & Esti  
Compensation Amount: 175000

**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

**Exclusion Summary**

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types**

**Business Types**

Entity Structure: Corporate Entity (Not Tax Exempt)  
Entity Type: Business or Organization  
Organization Factors: Limited Liability Company  
Profit Structure: For Profit Organization

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 6UM90

**Electronic Funds Transfer**

Account Type Checking	Routing Number *****22	Lock Box Number (blank)
Financial Institution FIRST FINANCIAL BANK	Account Number *****79	

**Automated Clearing House**

Phone (U.S.) 4097443400	Email jason.stewart@dswhomes.com	Phone (non-U.S.) (blank)
Fax (blank)		

**Remittance Address**

DSW HOMES LLC  
1650 Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

**Taxpayer Information**

EIN *****0085	Type of Tax Applicable Federal Tax	Taxpayer Name DSW Homes LLC
Tax Year (Most Recent Tax Year) 2024	Name/Title of individual Executing Consent Chief Executive Officer	TIN Consent Date Sep 25, 2025
Address 1650 E Winding WAY DRIVE, Bldg B Friendswood, Texas 77546	Signature Donald Gerratt	

**Points of Contact**

**Accounts Receivable POC**

Jason Stewart, Corporate Controller  
jason.stewart@dswhomes.com  
4097443400

**Electronic Business**

Moneka Jani, VP of Business Development  
moneka.jani@dswhomes.com  
7575348459

1650 E Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

**Government Business**

Moneka Jani, VP of Business Development  
moneka.jani@dswhomes.com  
7575348459

Paul Judson, VP Purchasing & Estimating  
paul.judson@dswhomes.com  
4097443400

1650 E Winding WAY DR.  
BLDG. B, STE. 100  
Friendswood, Texas 77546  
United States

**Service Classifications**

**NAICS Codes**

Primary Yes	NAICS Codes 236115	NAICS Title New Single-Family Housing Construction (Except For-Sale Builders)
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236116	New Multifamily Housing Construction (Except For-Sale Builders)
236117	New Housing For-Sale Builders
236118	Residential Remodelers
236220	Commercial And Institutional Building Construction
238130	Framing Contractors
238160	Roofing Contractors
238170	Siding Contractors
238220	Plumbing, Heating, And Air-Conditioning Contractors
238310	Drywall And Insulation Contractors
238320	Painting And Wall Covering Contractors
238330	Flooring Contractors
238340	Tile And Terrazzo Contractors
238350	Finish Carpentry Contractors
238990	All Other Specialty Trade Contractors
541219	Other Accounting Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
611210	Junior Colleges
623990	Other Residential Care Facilities
624190	Other Individual And Family Services
624210	Community Food Services
624221	Temporary Shelters
624229	Other Community Housing Services
624230	Emergency And Other Relief Services
722310	Food Service Contractors
811412	Appliance Repair And Maintenance
811490	Other Personal And Household Goods Repair And Maintenance
812990	All Other Personal Services
814110	Private Households

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**Product and Service Codes**

PSC	PSC Name
C1FC	Architect And Engineering- Construction: Troop Housing Facilities
C1FZ	Architect And Engineering- Construction: Other Residential Buildings
R429	Support- Professional: Emergency Response, Disaster Planning, And Preparedness Support
Y1FA	Construction Of Family Housing Facilities
Y1FC	Construction Of Troop Housing Facilities
Y1FZ	Construction Of Other Residential Buildings
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1QA	Construction Of Restoration Of Real Property (Public Or Private)
Z1FZ	Maintenance Of Other Residential Buildings

**Z2FA** Repair Or Alteration Of Family Housing Facilities  
**Z2FC** Repair Or Alteration Of Troop Housing Facilities  
**Z2FZ** Repair Or Alteration Of Other Residential Buildings

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
 (blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121) \$111,600,000.00  
 Number of Employees (in accordance with 13 CFR 121) 80

**Location**

Annual Receipts (in accordance with 13 CFR 121) (blank)  
 Number of Employees (in accordance with 13 CFR 121) (blank)

**Industry-Specific**

Barrels Capacity (blank)      Megawatt Hours (blank)      Total Assets (blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Any      Counties (blank)      Metropolitan Statistical Areas (blank)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

DSW Homes, LLC

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A - Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a 1).

**7**  
Paul Judson  
Name of signatory

  
Signature

11/24/2025  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**BIDDER QUESTIONNAIRE & CHECKLIST**

<u>Item</u>	<u>Note</u>	<u>Bidder's Initials</u>
1. General Requirements for Bids (pgs. 2 – 13). Instructions to Bidders	I acknowledge reading and understanding the General Requirements for Bids and Instructions to Bidders	PJ
2. Single Family Reconstruction General Specifications (pgs. 14 – 22).	I acknowledge reading and understanding the Single Family Reconstruction General Specifications.	PJ
3. Bid Proposal (pgs. 23-24).	I acknowledge reading and understanding the Bid Proposal.	PJ
4. Bid Pricing Sheets (pgs. 26-27).	I acknowledge reading and understanding the Bid Pricing Sheet.	PJ
5. Performance & Payment Bonds (pgs. 32-35).	I acknowledge and understand if awarded bid, Performance & Payment Bonds are due at the time of contract.	PJ
6. Standard Form of Agreement (pgs. 52-67).	I acknowledge reading and understanding the Standard Form of Agreement.	PJ
7. Section 3 Policy and Guidelines and Compliance Packet (pgs.71-96).	I acknowledge reading and understanding the Section 3 Policy and Guidelines and Compliance Packet.	PJ
<b><u>DID YOU REMEMBER TO:</u></b>		
8. Fill out, sign and return the Invitation for Bid (IFB) cover sheet.		PJ
9. Fill out and return the Bid Proposal & attached cashier's check or bid bond (pgs. 23-24).		PJ
10. Fill out and return the Bid Pricing Sheet (pgs. 26-27).		PJ
11. Fill out and return the Deviation & Compliance Signature Form (pg. 30).		PJ
12. Fill out and return the Non-Collusion Affidavit and have it Notarized (pg. 31).		PJ
13. Fill out and return the Solicitation Questionnaire (pg. 36).		PJ
14. Fill out and return the Bidder References Form (pg. 37).		PJ
15. Fill out and return the Local Bidder Preference Claim Form (if applicable) (pgs. 38-39).		PJ
16. Fill out and return the Windstorm Insurance Certification Notice (pg. 40).		PJ
17. Fill out the International Energy Conservation Code of Compliance Form on page 41 and turn in to Permit Department along with other required documents (If awarded).		PJ
18. Fill out and return the Contractor's Certification of Non-Debarment (pgs. 42-43).		PJ
19. Fill out and return the Sub-Contractor's Certification of Non-Debarment (pgs. 44-45).		PJ
20. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 46).		PJ
21. Fill out and return the Immigration Reform and Control Act (IRCA) (pg. 47).		PJ
22. Cut and put LABEL on the OUTERMOST envelope (UPS, FedEx, Priority, etc.) (pg. 50).		PJ
23. Register with the System Award Management (SAM) at <a href="http://www.sam.gov">www.sam.gov</a> , proof must be enclosed with bid. (pg. 8).		PJ
24. Print, fill out, and return the Conflict of Interest Questionnaire (online). <a href="https://www.ethics.state.tx.us/forms/conflict/">https://www.ethics.state.tx.us/forms/conflict/</a>		PJ

Commodity Code(s): 912 40 & 909 54  
HOME Program (911 Leonard St., Pasadena, Texas 77506)

BID No. 25-011  
Demolition/Reconstruction

25. Complete project schedule and attach to bid (pg. 11-12)

26. All addendum issued must be signed and returned with Bid. See Instructions to Bidders, page 3, #9.

\_\_\_\_\_  
PJ  
\_\_\_\_\_  
PJ  
\_\_\_\_\_



1650 E. Winding Way, Bldg. B  
Friendswood, TX 77546  
O: (409) 744-3400  
F: (409) 744-3404

City Of Pasadena  
City Secretary's Office  
1149 Ellsworth DR., Suite 200  
Pasadena, TX 77506

IFB: Bid No. 25-011 - Demolition and Reconstruction of Single-Family Home, 911 Leonard St.,  
Pasadena, Texas 77506

RE: Anticipated Project Schedule

To Whom It May Concern,

Please see below the anticipated project schedule for the demolition and reconstruction of the  
single-family home at 911 Leonard St..

<b>Phase of Construction</b>	<b>Schedule</b>
Mobilization (From NTP to Actual Start)	7 Days
Rough work	62 Days
Finish work	38 Days
Punch List, Cleaning, and Final Inspections	10 Days
<b>Project Total</b>	<b>117 Days</b>

We look forward to offering our services to the City of Pasadena. Thank you for your time and  
consideration.

Regards,

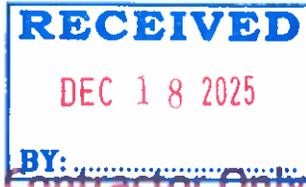
Paul Judson  
VP Purchasing & Estimating  
DSW Homes, LLC



## Contractor/Sub-contractor Compliance Cover Sheet

Return with Compliance Documents

Project Name  IFB: 25-011: Demolition and Reconstruction of Single-Family Home	
Name of Contractor/Subcontractor  DSW Homes, LLC	
Services to be provided:  General Contracting Services for the Demolition and Reconstruction of 911 Leonard Street, Pasadena, Texas.	
Company Address:  1650 E. Winding Way Dr., Bldg. B Ste. 100 Friendswood, TX 77546	
Tax ID Number  27-1330085	Contract Amount  \$227,911.00
Contact Person  Michelle Mancil	
Email:  michelle.mancil@dswhomes.com	
Phone Number  (409) 739-3083	Fax Number:  (409) 744-3404
Owner's Ethnicity/Racial Background:  Caucasian	



## First Source Hiring Agreement (Prime Contractor Only)

This agreement, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Pasadena and, hereinafter referred to as the "City", and hereinafter referred to the "Contractor", in connection with work to be performed in relation to the City's HUD-assisted project entitled, hereinafter referred to as the "project".

Whereas, HUD has promulgated certain regulations to implement Section 3 of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) (Section 3), which regulations were published in the Federal Register June 30, 1994 at page 33865, hereinafter referred to as the "Section 3 regulations"; and

Whereas, the purpose of Section 3 regulations is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Whereas, HUD has set forth employment benchmarks to be achieved by all Community Development recipients of Section 3 covered assistance and by other recipients of such assistance in which HUD's share exceeds \$200,000 per project and if amount of Office of Lead Hazard Control and Healthy Homes assistance exceeds \$100,000; and

Whereas, the employment benchmark so established by HUD applicable to the Project is set forth below; and

Whereas, recipients of Section 3 covered assistance and their contractors can demonstrate compliance with the Section 3 regulations by committing that 25% of all labor hours must be performed by a Section 3 Worker, and that 5% of all labor hours must be performed by Targeted Section 3 Workers during the time period involved in the Section 3-covered project; and

Whereas, the City and the Contractor are desirous of being in compliance with the Section 3 regulations as they relate to the Project;

Now therefore, the City and the Contractor agree as follows:

1. The Contractor and any of its subcontractors shall supply the City with a list of all full-time employees currently employed, indicating which, if any, of said employees were hired within the past three years and were also low or very low-income persons when so hired;
2. The Contractor and any of its subcontractors shall provide a listing of any and all positions held by Section 3 Workers, Targeted Section 3 Workers, and YouthBuild Participants and the total number hours worked by each on the Project;



3. The Contractor and any of its subcontractors will be encouraged to make new hires, including but not limited to, the list of Section 3 eligible groups in Paragraph 3 above for any and all other projects assisted with Federal funding, whether or not such project is subject to the Section 3 regulations;

4. The Contractor and any of its subcontractors shall accept referrals of Section 3 eligible persons from the City.

Provided, however, that nothing in this agreement is to be construed requiring any party hereto, or its subcontractors, to hire any person or persons who are unqualified to or incapable of carrying out the work required of any such new hires.

The City of Pasadena

By \_\_\_\_\_

Compliance Officer, City of Pasadena, TX

Company/Contractor's Name: DSW Homes, LLC

Printed Name: Donald Gerratt

Signature: 

Owner/President/Vice President



**Permanent Employee List (To be submitted by the Prime and Sub-Contractors)**

Project Name: IFB 25-011: Demolition and Reconstruction of Single-Family Home Total Amount of Contract: \$227,911.00  
 Name of Contractor: DSW Homes, LLC 1650 E. Winding Way Dr, Bldg. B Ste. 100  
 Address: Friendswood, TX 77546  
 Name of Contact Person: Michelle Mancil

Employee Names/Last 4 of SSN	Job Title	Certified Section 3 Worker; Targeted Section 3 Worker; YouthBuild Participant		Monthly Salary or Hourly Rate
		Yes	No	
Michelle Mancil / 6567	Program Manager		x	\$9,166.67 / month
Allyssa Martin (Katelynn) / 3801	Coordinator		x	\$25.00 / hour
Jose Estrada / 1413	Project Manager		x	\$6,250.01 / month
Juliana Cameron / 9357	Coordinator		x	\$25.00 / hour
Marcos Rodriguez / 6437	Project Manager		x	\$6,666.66 / month

I certify the above employees are permanent employees of DSW Homes, LLC. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the City upon request, for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Michelle Mancil  
 Print Name

[Signature]  
 Signature

12/18/25  
 Date



### Request for Contractor/Subcontractor Clearance

<b>Date</b>	12/17/2025
<b>CIP Project No.</b>	Bid No. 25-011
<b>Project Name</b>	Demolition and Reconstruction of Single-Family Home
<b>Project Address</b>	911 Leonard St., Pasadena, TX 77506
<b>Contractor/Subcontractor</b>	DSW Homes, LLC
<b>Federal ID Number</b>	27-1330085
<b>Address/Zip Code</b>	1650 E. Winding Way Dr., Bldg. B Ste. 100 Friendswood, TX 77546
<b>Phone Number</b>	(409) 744-3400

DSW is a Limited Liability Company (LLC)

**Sole Proprietorship**  
List Sole Owner

**Partnership**  
List All Partners

**Corporation**  
Name All Principals and Titles

Donald Gerratt, Chief Executive Officer - 70% Owner

Curtis Clayton, Chief Operating Officer - 30% Owner

  
Signature

12/18/25  
Date

**Office Use Only**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Compliance Officer

RECEIVED

DEC 18 2025

BY: .....



Bid No. 25-011, 911 Leonard St., Pasadena, TX 77506  
City of Pasadena, TX Compliance Packet

Contractor/Subcontractor Form

Prime Contractor Name	DSW Homes, LLC		
CIP #/Project Name	IFB 25-011: Demolition and Reconstruction of Single-Family Home		
Date	12/17/2025		
Contact Person	Michelle Mancil	Phone No.	(409) 739-3083
Title	Program Manager	Email	michelle.mancil@dswhomes.com

You must complete a new form if there are any changes to contractor or subcontractor information

Please complete the following information:

Contractor or Subcontractor Name	Contractor or Subcontractor Address	Amount of Contract or Subcontract	Type of Trade Code (see below)	Contractor or Subcontractor Business Racial/Ethnic Code (see below)	Woman Owned Business (Y or N)	Prime Contractor or Subcontractor Identification Number	Section 3 (Y or N)
JLR Plumbing Co. Inc.	20330 Savannah Bay, Cypress, Texas 77433	TBD	1	4	N	81-4690611	N
LC's Construction	1351 Porta Rosa Ln, League City, Texas 77573	TBD	1	4	N	85-1144927	N
Space City Renovations	14830 Royal Birkdale St, Houston, Texas 77095	TBD	1	4	N	87-1104755	N
Newcastle Electric, LLC	11673 Zinglemann, Galveston, Texas 77554	TBD	1	1	N	27-4992805	N
Amy Cabinets LLC	3314 Timber View Dr, Sugar Land, Texas 77479	TBD	1	5	Y	84-2352993	N
Pro HVAC Solutions, LLC	5918 Edward Drive, Humble, Texas 77396	TBD	1	4	N	84-4122052	N
Nicas Construction	6206 Wade Rd, Baytown, Texas 77521	TBD	1	4	N	959-97-9372	N
JC Drywall	5705 Lauder Rd, Houston, Texas 77039	TBD	1	4	N	81-4494892	N
Momentum Concrete Services, LLC	12603 Southwest Freeway, Suite 100, Stafford, Texas 77477	TBD	1	4	N	47-1621192	N
Haley's Landscaping Services, Inc.	P.O. Box 752193, Houston, Texas 77275-2193	TBD	1	4	N	26-4370761	N
Carrizales Insulation LLC	13819 Bonham Street, Houston, Texas 77015	TBD	1	4	N	35-2796894	N
Type of Trade Codes: 1=New Construction, 2=Substantial Rehab, 3=Repair, 4=Service, 5=Project Mgmt., 6=Professional, 7=Tenant Services, 8=Education Training, 9=Arch/Engrg. Appraisal, 0=Other							
Racial/Ethnic Codes: 1=White Americans, 2=Black Americans, 3=Native Americans, 4=Hispanic Americans, 5=Asian/Pacific Americans, 6=Hasidic Jews							

I, Michelle Mancil understand that I must notify the City of Pasadena Compliance Officer of any contractor or subcontractor changes. Failure to do so may result in suspension of funds.

[Signature]  
Signature

Program Manager Title      12/18/25 Date



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

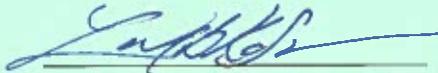
TASK NO.

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.

<b>190-33180:</b>	<b>30900-741501:</b>
\$ 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)	<b>\$380,000.00 (SUBTOTAL)</b>
<b>\$370,000.00 (SUBTOTAL)</b>	
	\$380,000.00 (30900-741501)
	\$370,000.00 (190-33180)
	<b>\$750,000.00 (TOTAL APPROPRIATION)</b>

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:

	Ordinances Passed		Proposed Change	
<input type="checkbox"/> New Project				
<input type="checkbox"/> Project Name/Description				
<input checked="" type="checkbox"/> Addition to Current Project	\$ 145,000.00		\$ 195,000.00	<b>Addition of Inspection Services</b>
	\$ 65,000.00		\$ 165,000.00	S077 Pasadena Blvd Reconstruction
	\$ -		\$ 20,000.00	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
<input type="checkbox"/> Changes in Funding Source				
<input type="checkbox"/> Changes in Funding Year				
<input type="checkbox"/> 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.

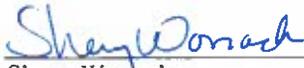
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 Sherry Wornack  
 Budget & Financial Planning Director

# **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
	<b>Total Contract Amount:</b>	<b>\$750,000.00</b>

### 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](mailto: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 reproductions, 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

1-20-26  
Agenda

AGENDA REQUEST

ORDINANCE  RESOLUTION

RESOA

NO: 2026-

CAPTION: A resolution to accept a check donation in the amount of \$10,000 from Chevron Products Company to be allotted to Volunteer Pasadena for Food Drive 2025.

RECOMMENDATIONS & JUSTIFICATION: A resolution to accept a check donation in the amount of \$10,000 from Chevron Products Company to be allotted to Volunteer Pasadena for Food Drive 2025.

Acct - 006 - 24316

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

BUDGETED:

REQUIRES APPROPRIATION:

See attached Certification

COUNCIL ACTION

Lupita Monreal DATE: 01/05/2026  
REQUESTING PARTY Lupita Monreal

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Carli Baer  
CITY ATTORNEY

DEFERRED:

Thomas Schenkein  
MAYOR

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution accepting a donation of \$10,000.00 from Chevron Products Company to be allotted to Volunteer Pasadena for Food Drive 2025.

WHEREAS, Chevron Products Company has made a donation of \$10,000.00 for use by Volunteer Pasadena for 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 Chevron Products Company and accepts a donation of \$10,000.00 for use by Volunteer Pasadena for 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

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO B

NO: 2026-

**CAPTION:** A resolution to accept a check donation in the amount of \$2,500 from Occidental Chemical Corporation (OxyChem) to be allotted to Volunteer Pasadena for Food Drive 2025.

**RECOMMENDATIONS & JUSTIFICATION:** A resolution to accept a check donation in the amount of \$2,500 from Occidental Chemical Corporation (OxyChem) to be allotted to Volunteer Pasadena for Food Drive 2025 Acct - 006 - 24316.

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

BUDGETED:

REQUIRES APPROPRIATION:

See attached Certification

#### COUNCIL ACTION

Lupita Monreal      DATE: 01/05/2026  
REQUESTING PARTY Lupita Monreal

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

Chloe Brunler  
CITY ATTORNEY

DEFERRED: \_\_\_\_\_

Thomas Schoonbein  
MAYOR

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution accepting a donation of \$2,500.00 from Occidental Chemical Corporation (OxyChem) for use by Volunteer Pasadena in connection with Food Drive 2025.

WHEREAS, Occidental Chemical Corporation (OxyChem) has made a donation of \$2,500.00 for use by Volunteer Pasadena in connection with 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 Occidental Chemical Corporation (OxyChem) and accepts a donation of \$2,500.00 for use by Volunteer Pasadena in connection with 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

1-20-26  
Agenda

### AGENDA REQUEST

RESO C

NO: 2026-

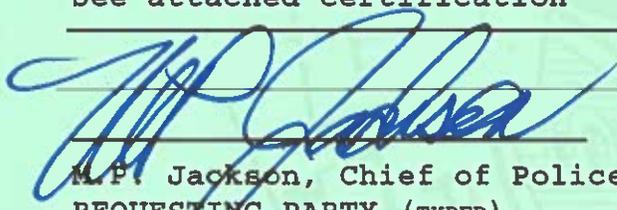
ORDINANCE     RESOLUTION

**CAPTION:** A resolution authorizing the Chief of Police on behalf of the Pasadena Police Department to enter into a Memorandum of Understanding (MOU) with GunBusters, a firearm destruction agency, for the purposes of destroying abandoned, unclaimed, forfeited, prohibited weapons, and firearms to be destroyed by court order.

**RECOMMENDATIONS & JUSTIFICATION:** GunBusters is a Type 01 Federal Firearms Licensee (FFL) certified by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as a destruction agent for state, county, and local governments. There is no cost to the City of Pasadena for the services provided by GunBusters.

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

**BUDGETED:**                       **COUNCIL DISTRICT(S) AFFECTED:**  
**REQUIRES APPROPRIATION:**   
See attached Certification



M.P. Jackson, Chief of Police  
REQUESTING PARTY (TYPED)

DATE: 12/22/25

#### COUNCIL ACTION

FIRST READING:                      FINAL READING:

BUDGET DEPARTMENT

MOTION

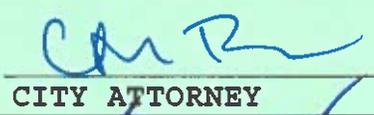
MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

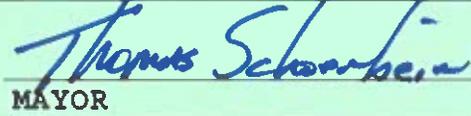
APPROVED:



CITY ATTORNEY

DATE

DATE



MAYOR

DEFERRED:

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution authorizing the Chief of Police on behalf of the a Pasadena Police Department to enter into a Memorandum of Understanding (MOU) with GBGC, LLC d/b/a Gulf Coast GunBusters, "GunBusters", a firearm destruction agency, for the purposes of destroying abandoned, unclaimed, forfeited, prohibited weapons, and firearms to be destroyed by court order.

WHEREAS, GunBusters is a Type 01 Federal Firearms Licensee (FFL) certified by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as a destruction agent for state, county, and local governments; and

WHEREAS, there is no cost to the City of Pasadena for the services provided by GunBusters; NOW THEREFORE,

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

SECTION 1. That that certain Memorandum of Understanding, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena Police Department and GunBusters, a firearm destruction agency, for the purposes of destroying abandoned, unclaimed, forfeited, prohibited weapons, and firearms to be destroyed by court order, is hereby authorized and approved.

SECTION 2. The City Council finds that such memorandum of understanding is reasonable and necessary, and the Mayor of the City of Pasadena, Texas or his designated authorized representative is hereby authorized and directed to execute for and on behalf of

the City the annexed memorandum of understanding document and counterparts thereof.

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 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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Pasadena Police Department (Agency)**

**AND**

**GBGC, LLC d/b/a Gulf Coast Gunbusters (Gunbusters)**

WHEREAS, the **Pasadena Police Department** ("Agency") confiscates, collects, seizes and maintains weapons for various legitimate law enforcement purposes and houses said weapons in its Property Division; and

WHEREAS, Agency may condemn and dispose of said weapons pursuant to court orders through the Harris County and Pasadena Municipal Courts (Court); and

WHEREAS, Agency has legal authority pursuant to Texas (state) State law and the Harris County and Pasadena Municipal Courts (Court) to request that weapons being maintained and stored in Agency's Property Division be disposed of once various procedures and safeguards have been met; and

WHEREAS, Agency has been granted legal authority and permission to dispose of said weapons; and

WHEREAS, GBGC, LLC, d/b/a Gulf Coast Gunbusters ("GunBusters") offers a Firearms Pulverizer system for law enforcement agencies intent on safely and efficiently destroying seized and surrendered firearms.

WHEREAS, GunBusters has been in business since 2016, is well established, and conducts business transactions with various law enforcement agencies throughout the United States; and,

WHEREAS, Agency desires to enter into an arrangement with GunBusters in order to safely and efficiently destroy seized and surrendered firearms; and

WHEREAS, no money will be exchanged or reimbursed as a result of the destruction of the firearms. In the event the agency prefers a complete firearm destruction with NO parting allowed then refer to the section on pricing.

**NOW, THEREFORE,** Agency desires to enter into this Memorandum of Understanding as follows:

**AGENCY AGREES TO:**

1. Provide a Microsoft Excel spreadsheet to GunBusters at least ten (10) days prior to transfer of the firearms. The spreadsheet will contain at least the following fields: Make, Model, Caliber or Gauge, Serial Number, Action, Evidence Number.
2. Assign a designee(s) to work with a GunBusters representative to ensure that the inventory of weapons is accurate;
3. Provide Gunbusters with a signed authorization form that will authorize Gunbusters to act as an agent for the Agency for the sole purpose & authority to transport, house and destroy the designated firearms by pulverization.

## **GUNBUSTERS AGREES TO:**

1. Destroy confiscated and surrendered firearms for the Agency by pulverization with the understanding that GunBusters will sell salvaged parts and scrap metals. Unless the Agency opts for full and complete destruction with no "parting" allowed. Refer to section on pricing.
2. Arrange for current or retired law enforcement/military officers to pick up and securely transport the firearms to their destruction center located in Lafayette, La. GunBusters agrees to provide an inventory receipt to Agency representatives and assume full responsibility for said firearms;
3. Within **30** days of pick up from the Agency, GunBusters will destroy firearms by pulverization per Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) guidelines the serialized frame or receiver and provide Agency with a signed affidavit of GunBusters' destruction record and a DVD documenting the video destruction of each individual frame or receiver. In the case of obliterated or non-serialized (pre-1968 rifles and shotguns) firearms, the record will document Agency's evidence or file number, along with GunBusters' record number assigned to each firearm. Gunbusters will destroy all defaced serials within 7 days of pick up or upon verification of defaced, whichever is later, per ATF Variance requirements.

## **RELEASE OF LIABILITY:**

GBGC, LLC shall be responsible for acts or omissions of its personnel. GunBusters agrees to release and forever discharge the City of Pasadena, TX (Gov. Entity) and Pasadena Police Department (Agency), their agents, servants and employees and their heirs, successors, executors, administrators and assigns of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity of whatever kind or nature for or because of any matter or thing done, omitted or suffered to be done prior to and including the date of the execution of this release or in the future on account of any damages both to person or property.

**TERM:** The term of this Memorandum of Understanding is for a period of one (1) year from the effective date of this Agreement and may be automatically renewed annually for a maximum of 3 years.

**Liability:** Each Party shall not be bound by any action taken by the other party in good faith in the exercise of the powers and authority conferred upon such party under this Agreement. The parties are not jointly and severally liable for any tort, contractual liability, misfeasance or malfeasance, violation of civil or criminal laws, or any other action arising out of, or in relation to, this Agreement.

**Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement GunBusters verifies that GunBusters: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** GunBusters warrants, covenants, and represents that GunBusters is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

**Arbitration:** Any civil action concerning any dispute arising out of this Agreement may, upon agreement of both parties, be submitted to arbitration under the auspices of the American Arbitration Association in the State of Agency. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of that association before a single arbitrator. The parties agree that the venue for any arbitration or litigation shall be the state courts located therein, or the United States District Court of the state in which the Agency is primarily located, as per the relevant jurisdictional or choice of venue requirements.

**Entire Agreement:** This Agreement constitutes the entire agreement between Gunbusters and the Agency pertaining to the subject matter contained herein, and supersedes all prior agreements, representations, warranties and understanding of the parties.

**Termination:** This Agreement may be terminated by written request of either of the Parties hereto. Any Party may elect to terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Party hereto.

**Auto Renewing Contract:** This contract will auto renew each year but for no more than 3 consecutive years maximum after which time it will expire. Each party still retains the right to cancel at any time pursuant to the TERMINATION clause stated in this contract.

**Execution in Counterpart:** The Agreement may be executed in two (2) counterparts, each of which shall be taken on to be an original. The parties hereto, intending to be bound, have signed this Agreement as of the date and year as written below.

**Pricing and Terms:** For Agencies requesting a complete destruction service with no "parting" allowed the pricing is as follows with payments terms within 10 days of completion. Payment may be made via Check, Credit Card or ACH. If by Credit Card a 4% surcharge may be applied.

PLEASE SELECT ONE OPTION BELOW

***FREE SERVICE For services per our default parting allowance)***

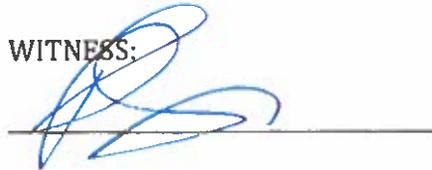
WITNESS:

  
\_\_\_\_\_

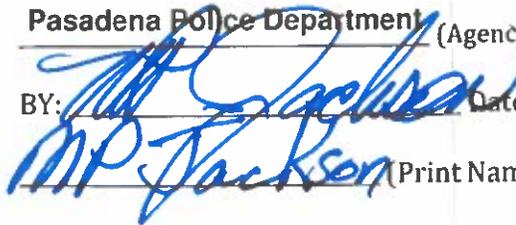
GBGC, LLC, A Louisiana  
Limited Liability Company

BY:  Date: 1/12/26  
Tim Heinzen  
Owner

WITNESS:

  
\_\_\_\_\_

Pasadena Police Department (Agency)

BY:  Date: 01-12-2026  
MP Jackson (Print Name & Title)

# Federal Firearms License (18 U.S.C. Chapter 44)

11-2008-000000-4-REVISION-OF-FORM-1-000000-1-000000-0-000000

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC FFLC@atf.gov 1-866-662-2750	License Number	<b>5-72-055-01-8H-05376</b>
Chief, Federal Firearms Licensing Center (FFLC)	<i>Tracy Robertson</i>	Expiration Date	<b>August 1, 2028</b>

Name  
**GULF COAST GUNBUSTERS**

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)  
**214 FOUR PARK RD  
LAFAYETTE, LA 70507-**

Type of License  
**01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

<p><b>Purchasing Certification Statement</b></p> <p>The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under Type of License.</p>	<p><b>Mailing Address (Changes? Notify the FFLC of any changes.)</b></p> <p><b>GBGC LLC GULF COAST GUNBUSTERS P O BOX 250 CARENCRO, LA 70520-</b></p>
--	---

<i>Tom Heinen</i>	<i>Robert</i>
Licensee/Responsible Person Signature	Position/Title
<b>Tom Heinen</b>	<b>8-825</b>
Printed Name	Date

Previous Edition is Obsolete GBGC LLC 214 FOUR PARK RD 70507-0250 (504) 486-0311 August 1, 2028 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES ATF Form 8 (5310-11)  
Revised September 2023

### Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (866) 662-2750 Toll-free Fax Number: (866) 257-2749 E-mail: FFLC@atf.gov	ATF Homepage: <a href="http://www.atf.gov">www.atf.gov</a> FFL eZ Check: <a href="http://flecheck.atf.gov/FFLEzCheck">flecheck.atf.gov/FFLEzCheck</a>
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**Change of Address (27 CFR 478.52).** Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

**Right of Succession (27 CFR 478.56).** (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

**Federal Firearms License (FFL) Information Card**

License Name: **GBGC LLC**

Business Name: **GULF COAST GUNBUSTERS**

License Number: **5-72-055-01-8H-05376**

License Type: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **August 1, 2028**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

**FFL Newsletter - Electronic Version Available**

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: [FFL3@atf.gov](mailto:FFL3@atf.gov).

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.



## Q&A About Firearms Destruction

1. Is this service really and totally FREE for the agency?

Yes, it is totally free, there is no charge. Our revenue is generated from the salvage and scrap material.

2. Are you licensed by any federal or state agency?

Yes, we are licensed by the Bureau of ATF for the purposes of interstate transport. We are also licensed as an LLC in Louisiana to do business. For the possession of NFA and DEFACED serials we are authorized, in writing, from ATF and are given 7 days from receipt to destroy the Defaced serials. We do NOT sell any firearms to anyone at any time.

3. How do you destroy a firearm?

The best and proper way (in my opinion) to destroy firearms is using the GunBusters patented system that utilizes video attached to the American Pulverizer machine that completely destroys the firearms using over 16,000 lbs of force. This machine weighs over 6,000 lbs and is made of heavy-duty steel that can handle the force necessary to crush and pulverize any firearm.

4. Do you pickup the firearms or do we have to ship or deliver to you?

Yes, we will pick them up. We try to keep it to a minimum of 50 firearms but can also be worked with multiple agencies in your area if you do not have the minimum. In special circumstances we will also make accommodations for less than 50 on a case by case basis. You are more than welcome to bring the firearms to us if you would like to inspect the facility. It is open to all law enforcement. We do NOT recommend shipping only because of the security protocols. I do not feel comfortable with this method, but it can be used if absolutely necessary.

5. What is required of us to complete the process?

We have a Memorandum of Understanding that needs to be signed and at the time of pickup we have an agency receipt that shows the number of guns being picked up. The other and rather important document is our Excel file that needs to be filled in prior to our arrival. This file gives us a chance to review and make any corrections and more importantly is what is used to import the data into our ATF Bound Book for record keeping.

6. What do we get from you after the Firearms Destruction is complete?

After we are complete with the destruction process and have made any and all corrections you will receive from us a signed affidavit listing of all firearms attesting to their destruction and DVD(s) containing the Individual Video of each and every firearm that has been destroyed. This DVD is searchable by either the serial number or your case number. So, if you give us 100 firearms you will receive 100 separate videos for cataloging purposes. We will also keep a backup copy if the need should ever arise that your agency would need another copy.

7. How long does it take for the destruction process?

That solely depends on our current workload and the number of firearms you send to us. We can normally do approximately 100 guns per week.

8. Do you destroy anything other than firearms?

Yes, we will destroy computer hard drives, cell phones, knives, swords, BB guns, license plates and other miscellaneous items that can fit into the machine. These items are typically NOT video recorded but can be if the agency requests it. Currently we do NOT do narcotics.

9. What if a firearm is so badly rusted that we cannot verify if there is a loaded round in the chamber?

Not a problem. Just notify us of the particular firearm(s) that may be loaded, and we will handle accordingly. If a firearm is put into the machine loaded and somehow discharges it is in a contained module and will be rendered safe. Although this is not recommended as a normal process.

10. Do you take items that are classified as "Bio-Hazard" or with blood and residue still on them?

Yes, but they need to be marked in such a way and contained (bagged, boxed, etc.) so that we can readily identify them. We will decontaminate the affected items prior to destruction so as not to contaminate the surrounding areas.

11. How secure is your transport? What are your protocols?

We do have strict security protocols and backup criteria in place for transport. However, due to the nature of what we do we cannot discuss this in an open forum for obvious security reasons. This is a topic we cover in person with the individual agencies.

Tim Heinzen  
Owner

C: 337.316.2963 | F: 337.896.3660  
timh@gulfcoastgunbusters.com

P.O. Box 250 | Carencro, LA 70520  
www.gulfcoastgunbusters.com



1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO D

NO: 2026-

**CAPTION:** A resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, General Victim Assistance Grant Program, FY2027 in the amount of \$81,340.98.

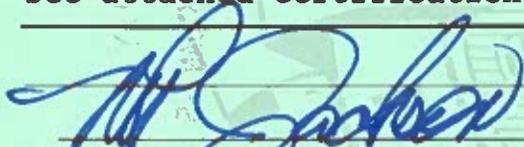
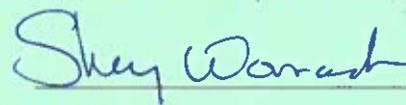
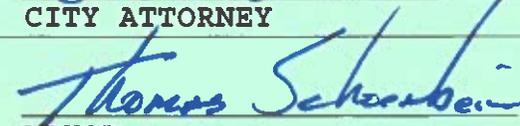
**RECOMMENDATIONS & JUSTIFICATION:** This grant is for the Pasadena Police Department's Crime Victim Liaison program. This award will be used to reimburse the Crime Victim Liaison position salary and benefits already budgeted for the current fiscal year. There is a 20% cash match requirement for this grant in the amount of \$21,464.30, for a total project cost of \$102,805.28.

(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: 02/16/2025		FIRST READING:	FINAL READING:
 BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
<b>APPROVED:</b>  CITY ATTORNEY		DATE	DATE
 MAYOR		DEFERRED: _____	

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, General Victim Assistance Grant Program, FY2027 in the amount of \$81,340.98.

WHEREAS, the City of Pasadena finds it in the best interest of the citizens of Pasadena, Texas, that the Pasadena Police Department's Crime Victim Liaison Program be operated for the FY2027; and

WHEREAS, City of Pasadena agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division's General Victim Assistance grant application; and

WHEREAS, City of Pasadena agrees that in the event of loss or misuse of the Office of the Governor funds, City of Pasadena assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of Pasadena designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this award will be used to reimburse the Crime Victim Liaison position salary and benefits already budgeted for the current fiscal year; and

WHEREAS, there is a 20% cash match requirement for this grant in the amount of \$21,464.30, for a total project cost of \$102,805.28; NOW THEREFORE,

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

SECTION 1. That City Council approves submission of the grant application for the FY2027 General Victim Assistance Grant Program to the Office of the Governor.

SECTION 2. If the grant application is approved, the grant and requirements will be placed for City Council approval.

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 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

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](mailto: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: 12/16/2025
Contact Name: Paul Sinitiere	Contact Phone: 713-475-5539
Contact E-mail: psinitiere@pasadenatx.gov	
Grantor/Funding Agency: Office of the Governor	Grant Amount: \$81,340.98

Type of Grant (select):	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Private Agency: <input type="checkbox"/>
	MOU: <input type="checkbox"/>	Pass-Through: <input type="checkbox"/>	
Application submission deadline:	02/12/2026		
Duration of Grant:	10/01/26-09/30/27		
Anticipated Costs:	\$21,464.30		
Match Requirements:	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Amount/Percentage: \$21,464.30/20%
If Matching required, are funds available?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Fund #: 210
Reporting Requirements:	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Type of Reporting: Financial: <input checked="" type="checkbox"/> Compliance: <input checked="" type="checkbox"/>
Other departments impacted by use of Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Specify Departments:
CFDA #	16.575		

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

The purpose of this grant is to fund the Crime Victim Liaison for the Pasadena Police Department.

Impact to Fiscal Year Budget:

Additional Employees Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	# Required:
Total anticipated Salary Expense:			
Total Anticipated Benefit Expense:			
Contractual Services Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Anticipated cost:
Materials/supplies anticipated cost:			

Requestor Signature		Date: 12/16/2025
<b>Approvals:</b>		
Budget Director:		Date: 1/5/26
Compliance Officer:		Date: 12-18-2025
Controller:		Date: 06 JAN 2026

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

City of Pasadena Grant Benefits and Cost Analysis



<b>Fund Source:</b>	Office of the Governor (OOG)
<b>Grant Title:</b>	General Victim Assistance Grant Program
<b>Grant Application Due Date by Grantor:</b>	02/12/2026

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:

This grant is a matching grant of 20%. This grant is to fund the Crime Victim Liaison for the Pasadena Police Department.

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 Controller's Office would be necessary in setting up an account for any award amount.

5. Total program costs, including portion funded through grant revenues and any required City Contribution:

Grant Revenue: \$81,340.98 / City Contribution: \$21,464.30 = Total: \$102,805.28

6. Source of funding for any required City Share:

FY2027 Crime Control

7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):

All grant compliance and audit requirements will be handled by the Pasadena Police Departments Planning & Research Officer.

## **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.

Name:

# General Victim Assistance Grant Program, FY2027

Available  
12/15/2025Due Date  
02/12/2026

## Purpose:

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The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

This solicitation is for programs seeking to provide general victim services to broad categories of victim populations that may include victims of commercial sexual exploitation or trafficking, including emergency and long-term residential (shelter) for children and transition-age youth as well as drop-in centers.

Information about other related funding opportunities is provided below and on the *Funding Opportunities* tab of the [eGrants](#) homepage:

- **Specialized Advocacy for Commercially Sexually Exploited Youth, FY2027.** Projects to support advocacy services for children and transition-aged youth within the CSEY Advocacy model.
- **Texas Model for Care Coordination, FY2027.** The purpose of this funding opportunity is to support programs to implement the Texas Model for Care Coordination for Commercially Sexually Exploited Youth (CSEY).

Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

## Available Funding:

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Funding is authorized for these projects under the following sources:

- Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103. VOCA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office for Victims of Crime.
- State funds are authorized under SB30, Section 2.26 passed during the 88<sup>th</sup> Regular Session for Trusteed Programs within the Office of the Governor.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

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Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

Non-profit applicants are limited to a single application per agency, and all other eligible organizations are limited to one application per unit, district or division.

**\*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\***

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- **CEO/NGO Certification and Assurances Form** – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

### Key Dates:

Action	Date
Funding Anouncement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

### Project Period:

Projects **may not exceed 12 months** and must begin on or after 10/01/2026 and expire on or before 9/30/2027.

### Funding Levels

Minimum: \$10,000

Maximum: No Maximum

Match Requirement: 20% of the total project

**The match requirement can be met through cash or in-kind contributions.**

Note: Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. PSO will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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The following list of eligible activities and costs apply generally to all projects under this announcement.

### Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
  - Crisis intervention services;
  - Accompanying victims to hospitals for medical examinations<sup>[1]</sup>;
  - Hotline counseling;
  - Safety planning;
  - Emergency food, clothing, and transportation;
  - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
  - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items; in all cases the grant must be considered the option of last resort; and
  - Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights.
- Personal advocacy and emotional support including:
  - Working with a victim to assess the impact of the crime;
  - Identification of victim's needs;
  - Case management;
  - Management of practical problems created by the victimization;
  - Identification of resources available to the victim;
  - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed;
  - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);

- Transportation of victims to receive services and to participate in criminal justice proceedings; and
- Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

### **Forensic Interviews (with the following parameters):**

- Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
- Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
- The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

### **Legal Advocacy**

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
  - Advocacy on behalf of a victim;
  - Accompanying a victim to offices and court;
  - Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
  - Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
  - Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
  - Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
  - Assistance with Victim Impact Statements;
  - Assistance in recovering property that was retained as evidence; and
  - Assistance with restitution advocacy on behalf of crime victims.
- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
  - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; and

- Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

### **Multi-Disciplinary Teams and Case Coordination**

- Representatives of several agencies meet regularly to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure. Participating agencies may include Child Protective Service, law enforcement, prosecutors' offices, Sexual Assault Nurse Examiners or other medical personnel, mental health professionals, etc.

### **Peer Support Groups**

- Peer-support, including activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.

### **Professional Therapy and Counseling**

- Mental health counseling and care, including, but not limited to, out-patient therapy/counseling provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.

### **Protective Order Assistance:**

- Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance;
- May be provided by law enforcement personnel, prosecution staff or other service providers; and
- Services may be available at non-traditional locations and times.

### **Shelter**

- Providing a safe place for victims/survivors and their children;
- Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; and
- Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;

### **Transitional Housing**

- Travel, rental assistance, security deposits, utilities, and other costs incidental to relocation of survivors into transitional housing, as well as voluntary support services such as childcare and counseling. Provision of this service is limited to 18 months in duration per client and must require active participation in program services designed to enable self-sufficiency of the

client. PSO should be considered the payee of last resort for this service. To be eligible, this service must be included in the original application budget prioritized by the local Council of Government's Criminal Justice Advisory Committee.

### **Victim-Offender Meetings**

- Meetings between the survivor and the offender who perpetrated the crime against the survivor. At a minimum, grantees must consider:
  - The safety and security of the survivor;
  - The benefit of therapeutic value to the survivor;
  - The procedures for ensuring that participation of the survivor and offender are voluntary and that everyone understands the nature of any meeting or other activity;
  - The provision of appropriate support and accompaniment for the survivor;
  - Appropriate debriefing opportunities for the survivor after a meeting;
  - The credentials of the facilitators; and
  - The opportunity for a survivor to withdraw from the process at any time.

### **Commercially Sexually Exploited Youth (CSEY) Residential and Community Based Services**

**Note: Applicants seeking to apply for one of the following CSEY activities should select the Funding Opportunity titled "Victim Assistance, Residential and Community-Based Services for Commercially Sexually Exploited Youth" in eGrants. These applications will be scored and prioritized by the Regional Councils of Governments (COGs) as part of the General Victim Assistance program. Please be sure to contact your local COG for information on local COG policies, eligibility requirements, and deadlines for Fiscal Year 2026 General Victim Assistance funding. Failure to abide by COG policies may render your application ineligible.**

- **Community-Based Drop-in Centers:** Development, expansion, or enhancement of a drop-in center which may include street outreach programs for children or transition-age youth who have experienced commercial sexual exploitation or are victims of crime that place them at high risk for commercial sexual exploitation. The project must provide safety planning, individualized and immediate trauma-responsive assessment and case management including connecting the survivor to needed medical and behavioral health care, legal and other resources, counseling, support groups, and assistance with securing emergency and long-term residential services. Applicant must accept survivor walk-in self-referrals and be accessible, either on-site or through an on-call response, 24 hours a day, 7 days a week.
- **Emergency Residential Placements:** Development, expansion, or enhancement of a program that provides emergency placement for community children, children in the care of DFPS, and/or Juvenile Justice, 24 hours a day, 7 days a week, 365 days a year. The program must provide physical safety, safety planning, individualized and immediate trauma-responsive behavioral healthcare, legal, educational, vocational, and housing resources,

community and relationship-building opportunities in an empowering, non-judgmental environment, and re-engagement after runaway episodes or other disruptions in placement or services. Programs must identify strategies to promote survivor's tangible safety and felt safety. Clinical, behavioral milieu, and service planning approaches must follow recognized promising practices or evidence-based programs. Stabilization and Assessment Centers providing brief placements for highly dysregulated survivors are included in this category.

- **Long-term Residential Placements:** Development, expansion, or enhancement of a program that provides long-term treatment, foster care or residential treatment for both system-involved and non-system involved children and transition-age youth who have experienced commercial sexual exploitation. Programs must provide access to intensive case management and wraparound facilitation, 24-hour clinical and behavioral crisis services, safety planning, individualized and immediate trauma-responsive case management (including connecting survivors to needed medical and behavioral healthcare, legal, educational, and vocational resources), community and relationship building opportunities in an empowering, non-judgmental environment, and re-engagement after missing events or other disruptions in placement or services. Residential programs for transition-age youth must support empowerment through services that engage survivors in vocational and educational opportunities in the community. Strategies employed in clinical, behavioral milieu, and all other service planning must follow recognized promising practices or evidence-based programs.
- **Innovative Direct Services for Commercially Sexually Exploited Youth:** Innovative direct service projects to support child and youth survivors of commercial sexual exploitation. Applicants must clearly articulate the population that will benefit directly from this innovative service, survivor outcomes that will be different because of this innovation, and any research that supports the effectiveness of the proposed project.

[1] Note related to hospital accompaniment with sexual assault survivors: In accordance with Art. 56A.351, Texas Code of Criminal Procedure, a victim shall be offered the opportunity to have a sexual assault program advocate available during a sexual assault forensic exam. Sec. 420.051, Texas Government Code defines a sexual assault program advocate as an individual who has completed a sexual assault training program certified by the attorney general and is an employee or volunteer of a sexual assault program.

## Program-Specific Requirements

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All projects under this funding announcement must meet the following requirements:

**Victim services assessment survey:** All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by PSO.

**Special requirements for vehicle purchases:**

Only non-profits will be eligible to purchase vehicles under this funding announcement. The vehicles must be for the purpose of transporting victims to receive various services.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Entities receiving grant funds must demonstrate a record of effective services to victims of crime and financial support from sources other than the Crime Victims Fund; or substantial support from sources other than the Crime Victims Fund.

- A program has demonstrated a record of effective direct services and support when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.
- A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program's funding in the year of, or the year preceding the award comes from such sources.

3. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

4. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

5. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

6. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

7. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers

from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

8. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

9. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

10. Use of the Commercial Sexual Exploitation Identification Tool (CSE-IT) is required for programs serving commercially exploited children funded by this award. A CSE-IT screening must be conducted in Lighthouse for each client entering services. Scores of Clear Concern must be reported to DFPS Statewide Intake.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;
2. The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under 28 CFR § 94.119, during such investigation and prosecution;
3. Any activities related to fundraising;
4. Capital improvements; property losses and expenses; real estate purchases; mortgage payments; remodeling; and construction;
5. Reimbursement of crime victims for expenses incurred as a result of a crime;
6. Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed);
7. Counseling or treatment for substance abuse (general counseling that includes a component addressing substance abuse is eligible);
8. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
9. Medical training;
10. Medical care or expenses (except as specifically allowed);
11. Forensic medical evidence collection to include the salary, overtime or on-call cost of SANE Nurses;
12. Cash payments to victims, gift cards, or fuel vouchers;
13. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
14. Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
15. Leasing of vehicles;
16. Training of external partners or the community;
17. Program income;
18. Research and studies;
19. Activities that may compromise victim safety;
20. Entertainment, including amusement, diversion, social activities, field trips, excursions and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by PSO; and
21. Nonessential maintenance on buildings, lawn care, and landscaping; and
22. Any other prohibition imposed by federal, state, or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds  
**\$TBD**

1-20-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO E    NO: 2026-

**CAPTION:** A resolution on behalf of the Pasadena Police Department to apply for the Office of the Governor, Criminal Justice Grant Program FY2027 in the amount of \$100,000.00. This grant is a non-matching grant.

**RECOMMENDATIONS & JUSTIFICATION:** The grant will be used to purchase a bucket truck to be utilized by the Digital Intelligence Unit of the Pasadena Police Department to assist in placing and locating Flock and other crime control camera components.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

*M.P. Jackson*

M.P. Jackson, Chief of Police  
REQUESTING PARTY (TYPED)

DATE: 12/16/2025

*Sherry Donach*

BUDGET DEPARTMENT

#### COUNCIL ACTION

PURCHASING DEPARTMENT

APPROVED:

*CDR Brandlee*

CITY ATTORNEY

*Thomas Schaubert*

MAYOR

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution requesting approval for the Pasadena Police Department to apply for the Office of the Governor, Criminal Justice Grant Program FY2027, in the amount of \$100,000.00.

WHEREAS, the City of Pasadena finds it in the best interest of the citizens of Pasadena, Texas, to purchase a bucket truck to be utilized by the Digital Intelligence Unit of the Pasadena Police Department to assist in placing and locating Flock and other crime control camera components for the FY 2027; and

WHEREAS, City of Pasadena agrees that in the event of loss or misuse of the Office of the Governor funds, City of Pasadena assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of Pasadena designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this is a non-matching grant; NOW, THEREFORE,  
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That City Council approves submission of the grant application to the Office of the Governor Criminal Justice Grant Program FY2027 for the purchase of a bucket truck to be utilized by the Digital Intelligence Unit of the Pasadena Police Department.

SECTION 2. If the grant application is approved, the grant and requirements will be placed for City Council approval.

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 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

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](mailto: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: 12/16/2025
Contact Name: Paul Sinitiere	Contact Phone: 713-475-5539
Contact E-mail: psinitiere@pasadenatx.gov	
Grantor/Funding Agency: Office of the Governor (OOG)	Grant Amount: \$100,000

Type of Grant (select):	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Private Agency: <input type="checkbox"/>
	MOU: <input type="checkbox"/>	Pass-Through: <input type="checkbox"/>	
Application submission deadline:	02/12/2026		
Duration of Grant:	10/01/26-09/30/27		
Anticipated Costs:	\$100,000		
Match Requirements:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Amount/Percentage:
If Matching required, are funds available?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Fund #:
Reporting Requirements:	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Type of Reporting: Financial: <input checked="" type="checkbox"/> Compliance: <input checked="" type="checkbox"/>
Other departments impacted by use of Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Specify Departments:
CFDA #	16.738		

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

The purpose of the equipment for the Digital Intelligence Unit is to promote public safety, reduce crime, and improve the criminal justice system through installation of cameras with the assistance of a bucket truck.

Impact to Fiscal Year Budget:

Additional Employees Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	# Required:
Total anticipated Salary Expense:			
Total Anticipated Benefit Expense:			
Contractual Services Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Anticipated cost:
Materials/supplies anticipated cost:			

Requestor Signature		Date: 12/16/2025
<b>Approvals:</b>		
Budget Director:		Date: 1/5/26
Compliance Officer:		Date: 12-18-25
Controller:		Date: 05 JAN 2026

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City of Pasadena Grant Benefits and Cost Analysis



<b>Fund Source:</b>	OOG - Office of the Governor, Texas
<b>Grant Title:</b>	Criminal Justice Grant Program FY2025
<b>Grant Application Due Date by Grantor:</b>	02/12/2026

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 the equipment for the Digital Intelligence Unit is to promote public safety, reduce crime, and improve the criminal justice system through installation of cameras with the assistance of a bucket truck.
- 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 controller's office would be necessary to in setting up an account for any award amount.
- 5. Total program costs, including portion funded through grant revenues and any required City Contribution:**  
\$100,000 with no match requirement.
- 6. Source of funding for any required City Share:**  
None
- 7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):**  
Grant compliance and audit requirements will be handled by the Planning & Research Officer of the Pasadena Police Department.

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## **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.

Name:

# Criminal Justice Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

## Available Funding:

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Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

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Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

**\*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\***

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- **CEO/NGO Certification and Assurances Form** - Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

**Key Dates:**

Action	Date
Funding Anouncement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

**Project Period:**

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

## Funding Levels

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Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

## 1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds  
**\$TBD**