

Pre-Council Conference – February 17, 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

*February 17, 2026 – 6:00 p.m.*

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- 1) CALL TO ORDER**
  - 2) ROLL CALL OF MEMBERS**
  - 3) INVOCATION** – Pastor Victor Robles - Sunset United Methodist Church
  - 4) PLEDGES OF ALLEGIANCE** – Councilmember Johnny Fusilier Jr.
  - 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** – February 3, 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 Four (24)  
Amount: \$57,042.01  
Project: Pasadena Police Annex Building  
Project No.: P010  
Ordinance No.: 2023-247

**(B)** Contractor: Doughtie Construction Company, Inc.  
Estimate No.: Thirteen (13)  
Amount: \$32,035.61  
Project: Golden Acres WWTP Screen Imprv./Influent Line Replacement  
Project No.: WW046/WW087  
Ordinance No.: 2023-171

**(C)** Contractor: JTR Construction, Inc.  
Estimate No.: Two (2)  
Amount: \$74,100.00  
Project: Vince Bayou WWTP Bar Screen Improvement  
Project No.: WW068  
Ordinance No.: 2024-272

**(D)** Contractor: Peltier Brothers Construction, LLC  
Estimate No.: Ten (10)  
Amount: \$154,992.50  
Project: Jana Lift Station Rehabilitation  
Project No.: WW076  
Ordinance No.: 2024-101

**(E)** Contractor: SER Construction Partners, LLC  
Estimate No.: Fifteen & Final (15 & Final)  
Amount: \$168,708.45  
Project: Preston Ave. Recon SH225 to Fleming & Flamborough  
Project No.: S132  
Ordinance No.: 2023-119

**(F)** Contractor: T Construction, LLC  
Estimate No.: Eleven & Final (11 & Final)  
Amount: \$172,063.80  
Project: Southmore/Preston Waterline Improvement Project  
Project No.: W076  
Ordinance No.: 2022-182

**(G)** Contractor: T Construction, LLC  
Estimate No.: Nine (9)  
Amount: \$89,949.57  
Project: 2025 Citywide Sanitary Sewer Rehabilitation  
Project No.: WW071  
Ordinance No.: 2025-015

**(H)** Contractor: T Construction, LLC  
Estimate No.: Ten (10)  
Amount: \$56,600.05  
Project: 2025 Citywide Waterline Replacement  
Project No.: W074  
Ordinance No.: 2025-014

**(I)** Contractor: Yearout Energy Systems Group – Southwest, LLC  
Estimate No.: Fifth (5)  
Amount: \$50,214.38  
Project: Facility Efficiency Upgrades  
Project No.: M051  
Ordinance No.: 2025-109

**14) FINANCE RESOLUTION NO. 2944 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 2026-020** - An Ordinance authorizing and approving the purchase of Dell Hybrid Workload, three (3) year Pro Support, and implementation from Insight Public Sector, Inc. utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, which was competitively bid and awarded according to State law; and appropriating the amount of \$250,000.00.  
**(INFORMATION TECHNOLOGY)**

**ORDINANCE 2026-021** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 13 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$872,145.18.  
**(MAINTENANCE SERVICES)**

**ORDINANCE 2026-022** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,577,389.84.  
**(MAINTENANCE SERVICES)**

**ORDINANCE 2026-023** - An Ordinance to amend Ordinance 2022-219, by which the City of Pasadena and Harris County entered into a Joint Participation Interlocal Agreement to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement").  
**(PARKS AND RECREATION DEPARTMENT)**

**ORDINANCE 2026-024** - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and D & W Contractors, Inc. for the 2026 Annual Paving and Drainage Improvements Project (CIP #D065/S145) for a total appropriation of \$2,741,110.00 from the General CIP Fund Balance Account and the General Fund Balance Account.  
**(PUBLIC WORKS DEPARTMENT)**

**ORDINANCE 2026-025** - An Ordinance authorizing and approving one-year contracts between the City of Pasadena, Texas, and Helfman Ford, and Monument Chevrolet for OEM Parts and to Parts Authority LLC, Allen and Kerber Auto Supply, Bass & Meineke No. 1, LLC and Helfman Ford for the purchase of Aftermarket auto parts.  
**(MAINTENANCE SERVICES)**

**ORDINANCE 2026-026** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 2 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$132,837.00.  
**(MAINTENANCE SERVICES)**

**ORDINANCE 2026-027** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,638,726.70.  
**(MAINTENANCE SERVICES)**

**ORDINANCE 2026-028** - An Ordinance authorizing and approving a revised Licensed Sports Association Agreement developed for use by the Parks and Recreation Department.  
**(PARKS AND RECREATION DEPARTMENT)**

**ORDINANCE 2026-029** - An Ordinance authorizing a lease contract for mailing equipment with Pitney Bowes, Inc., using the BuyBoard Purchasing Cooperative Contract #755-24 in the amount of \$22,962.60 annually.

**(PURCHASING DEPARTMENT)**

**ORDINANCE 2026-030** - An Ordinance authorizing and approving Education & Certification/License incentive pay for all civilian full-time employees effective March 2, 2026. See Exhibit "A" for requirements.

**(HUMAN RESOURCES)**

**ORDINANCE 2026-031** - An Ordinance to increase pay for Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, including Pasadena City Marshals and Pasadena Fire Marshals. The pay would increase per month to \$200 for Intermediate, \$300 for Advanced and \$400 for Master certification. The effective date for this increase would be 03/02/2026. Certification Pay for Pasadena Police Officers and positions outside the classified service, such as Pasadena City Marshals, which are subject to TCOLE was previously authorized by Ordinance 2006-004.

**(POLICE DEPARTMENT)**

**(2) FIRST READINGS**

**(A)** An Ordinance amending Ordinance 2025-174, which adopted the Annual Budget for the Fiscal Year 2026, 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 Freedom Fuel DLG, LLC, dba Freedom Fuel LTD and Freedom Fuel CNG, for the purchase of Compressed Natural Gas (CNG) fuel for a total appropriation of \$60,000.00 estimated annually.

**(MAINTENANCE SERVICES)**

**(C)** An Ordinance authorizing and approving a contract between the City of Pasadena, Texas, and Allsource Enterprises, LLC dba Safe Industries (Allsource Enterprises) for as-needed repair, maintenance, and parts service for Fire Service Apparatus Vehicles for the City of Pasadena.

**(MAINTENANCE SERVICES)**

**(D)** An Ordinance authorizing and approving a one-year extension of the contract approved by Ordinance 2024-027, between the City of Pasadena, Texas, and Tartan Oil, formerly Saratoga Rack Marketing, for the purchase of Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% Ethanol and Ultra-Low Sulphur #2 Diesel/Low Emission.

**(MAINTENANCE SERVICES)**

**(E)** An Ordinance approving and authorizing a subrecipient agreement by and between the City of Pasadena, Texas, and The Bridge Over Troubled Waters, Inc. to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of Community Development Block Grant (CDBG) Funds in connection with a Public Service Program operated by The Bridge Over Troubled Waters, Inc. to provide homeless shelter services to low- and moderate-income persons; and appropriating the amount of \$87,000.00 out of Community Development Block Grant Account No. 068-CD137-8513.

**(COMMUNITY DEVELOPMENT)**

**(F)** An Ordinance approving and authorizing a subrecipient agreement by and between the City of Pasadena, Texas, and Sarah's House to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of Community Development Block Grant (CDBG) Funds in connection with a Public Service Program operated by Sarah's House to provide homeless shelter services to low- and moderate-income persons; and appropriating the amount of \$85,355.00 out of Community Development Block Grant Account No. 068-CD137-8548.

**(COMMUNITY DEVELOPMENT)**

**(G)** An Ordinance approving and authorizing a commitment by and between the City of Pasadena, Public Works Department by and through its Director/Administrator of Public Works to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of Community Development Block Grant (CDBG) Funds in connection with a Public Facilities and Improvements Project operated by the Public Works Department known as the Center Street Paving and Drainage Improvement Project, in a low-and moderate-income area; and appropriating the amount \$1,092,220.18 out of Community Development Block Grant Account No. 068-CD136-830124.

**(COMMUNITY DEVELOPMENT)**

**(H)** An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and LJA Engineering, Inc. for Geographic Information Systems services for a total appropriation of \$180,000.00.

**(PUBLIC WORKS DEPARTMENT)**

**(I)** An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and HR Green, Inc. for Administrative Services for Procore Development for a total appropriation of \$144,000.00 to be funded from Account 14100-7107.

**(PUBLIC WORKS DEPARTMENT)**

**(J)** An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and HR Green Inc. for construction management and inspection services of various Drainage & Paving and Water/Wastewater projects (CIP #S248, S249, WW103, WW104, WW105 & WW106) for a total appropriation of \$1,695,397.50 from the General Fund Balance Account and the System Fund Other Charges Contingency Account.

**(PUBLIC WORKS DEPARTMENT)**

**(3) EMERGENCY READINGS**

**(4) ISSUANCE OF OBLIGATIONS**

**(B) RESOLUTIONS**

**(A)** A Resolution authorizing observation of the San Jacinto holiday by the City of Pasadena for the 2026 calendar year only, on Monday, April 20, 2026.

**(HUMAN RESOURCES)**

**(B)** A Resolution of the City Council of the City of Pasadena, Texas, appointing Salvador Serrano, Jr. to the Board of Directors of Pasadena Economic Development Corporation for a two-year term (2026-2028).

**(ECONOMIC DEVELOPMENT)**

**(C)** A Resolution accepting an in-kind donation of various menu items valued at \$650.00 from Yama Kitchen to feed City employees.

**(MAYOR'S OFFICE)**

**(D)** A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor grant program in the amount of \$15,000.00.

**(POLICE DEPARTMENT)**

**(E)** A Resolution to apply for the Office of National Drug Control Policy High Intensity Drug Trafficking Areas (HIDTA) grant program for the 2026 Federal Award in the amount of \$80,000.00.

**(POLICE DEPARTMENT)**

**(F)** A Resolution by the City Council of the City of Pasadena, Texas, appointing and reappointing members Robyn Davis, Carol Wilson, and Sherry Free to the Board of Directors of the City of Pasadena Crime Control and Prevention District; and providing for severability.

**(POLICE DEPARTMENT)**

**(G)** A Resolution approving the quarterly compiled financial statements of the City of Pasadena, Texas, for the six months ended March 31, 2025 as submitted by Crowe LLP, Certified Public Accountants.

**(CITY CONTROLLER)**

**20) OTHER BUSINESS**

**21) EXECUTIVE SESSION**

**(A)** Pursuant to Texas Government Code Section 551.074, Personnel Matters - to interview for the City Controller's Office--Administrative Assistant position.

**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 a song – sing it. Life is a game – play it.  
Life is a challenge – meet it. Life is a dream – realize it.  
Life is a sacrifice – offer it. Life is love – enjoy it."

~Sai Baba~

FINANCE RESOLUTION  
NO. 2944

Date: February 17, 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 17<sup>th</sup> day of February 2026.

APPROVED on this 17<sup>th</sup> day of February 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  
02/04/2026 THROUGH 02/17/2026

AMEGY BANK OF TEXAS

VENDOR #	VENDOR NAME	PURPOSE OF PAYMENT	AMOUNT
34394	AETNA	EMPLOYEE DEDUCTIONS	\$ 69,990.51
L21710	AM FAMILY LIFE ASSURANCE COMPANY	EMPLOYEE DEDUCTIONS	13,599.37
L21112	EQUI-VEST LOAN LOCKBOX	EMPLOYEE DEDUCTIONS	1,355.30
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	4,733.19
<b>SUBTOTAL - EMPLOYEE DEDUCTION CHECKS MAILED 2.6.26</b>			<b>89,898.99</b>
46271	HAROLYN DENISE BROWNING	COURT BOND REFUND	156.00
<b>SUBTOTAL - MANUAL CHECK 1.28.26</b>			<b>156.00</b>
W46339	ASTORGA, ERIC MICHAEL	UB REFUND	15.94
W46255	BURNETT, CHARLEY J JR	UB REFUND	33.84
W46229	CASEY, REBECA H	UB REFUND	75.43
W46316	CASSAR, MICHAEL DAVID	UB REFUND	58.58
W46239	CASTILLO, JAQUELINE	UB REFUND	68.04
W46330	CASTILLO, JAVIER	UB REFUND	57.73
W46265	CEPEDA, RUBEN E OR	UB REFUND	51.74
W46327	CHAIN, MICHAEL EUGENE JR	UB REFUND	85.00
W46299	CHAPA, JOSE ALFREDO	UB REFUND	62.88
W46349	CHILDRESS, SARAH DIANE	UB REFUND	77.35
W46282	CLARK, MICHAEL DEAN	UB REFUND	671.85
W46320	CORDOVA, ANDY BRANDON	UB REFUND	144.78
W46318	CORONADO CASTRO, YESICA J	UB REFUND	102.30
W46315	CUNNINGHAM, SHIRLEY RODGERS	UB REFUND	68.19
W46253	CZ CONSTRUCTION LLC	UB REFUND	1,145.75
W46280	DAVIS, WILLIAM P OR PEGGY	UB REFUND	440.33
W46323	DE ANDA, MARIA DOLORES	UB REFUND	81.09
W46223	DEPAZ, JORGE ANIBAL	UB REFUND	61.98
W46238	DIAZ PEDRAZA, YESSER D	UB REFUND	84.07
W46259	DOAN, ETHAN TRENT OR	UB REFUND	150.00
W46287	DOAN, ETHAN TRENT OR	UB REFUND	723.98
W46262	DZ ROOFING	UB REFUND	8.26
W46254	EADS, GEOFFREY VERN	UB REFUND	150.00
W46243	ENGLISH, JOEL CAMPBELL	UB REFUND	55.00
W46295	ESCAMILLA, JOSE L OR MARTHA G	UB REFUND	630.99
W46308	ESPINOZA, OSCAR E	UB REFUND	107.22
W46225	EUSON, MARTIN	UB REFUND	68.00
W46260	FLORES, VILMA LETICIA	UB REFUND	89.14
W46263	GENTILE, ROBERT A	UB REFUND	20.48
W46292	GLADISH, JUAN JOSE	UB REFUND	697.90
W46222	GLENN, DOMENIQUE MARIE OR	UB REFUND	157.37
W46264	GOMEZ, WIRMEN	UB REFUND	87.66
W46276	GRAY, AUDIE L	UB REFUND	611.90
W46350	GRIFFITH, ROBERT JOSEPH	UB REFUND	125.00
W46281	GUTIERREZ, JULIO CESAR	UB REFUND	492.61
W46286	HASELBARTH, ASHLEY OR BRENT	UB REFUND	722.64
W46240	HAU, FONG K	UB REFUND	72.03
W46277	HAYES, NICHOLAS ADAM	UB REFUND	828.61
W46278	HEADRICK, BILLY J JR	UB REFUND	490.38
W46249	HEMPHILL, CHRISTINE MARIE OR	UB REFUND	150.82
W46326	HENLEY, ROCKY RAY II	UB REFUND	9.72
W46267	HOANG, THAO MAI	UB REFUND	55.78
W46244	HREAL COMPANY, LLC	UB REFUND	61.98
W46314	LANG, MICHAEL EUGENE	UB REFUND	66.86
W46248	LAPIERRE, KEVIN R	UB REFUND	75.56
W46235	LEAL, ANTONIO JR	UB REFUND	67.51
W46261	LEAVITT, LINDSEY MARIE	UB REFUND	31.77
W46221	LEVIN, YITZCHOK	UB REFUND	96.93
W46283	LIVINGSTON, JEANNE R OR MICHAEL	UB REFUND	429.49
W46226	LOPEZ, DELMY ARACELY	UB REFUND	547.40
W46341	MATA, JEREMY ALEXANDER	UB REFUND	38.53
W46336	MEDINA, ALFREDO JR	UB REFUND	51.06
W46234	MONAHAN, REVONDA JEAN	UB REFUND	42.51
W46258	MOREY, ZACHARY OR MAKENNA JEAN	UB REFUND	125.00
W46284	MORTON, JAMES DANIEL OR JENNIFER	UB REFUND	763.27
W46301	MUMTAZ, ASIF	UB REFUND	91.88
W46300	MY EYELAB	UB REFUND	130.73
W46294	MYERS, BETTY LOU OR PAMELA FAY	UB REFUND	474.75
W46252	NVT GROUP LLC	UB REFUND	1,154.27

W46224	PACKAGED ICE & WATER CONCEPTS	UB REFUND	53.15
W46266	PASADENA PLAZA	UB REFUND	147.66
W46233	PECUE, PERLA CHAVEZ	UB REFUND	71.03
W46237	PEREZ, ONESIMO III	UB REFUND	43.78
W46305	PONCE, EMELIA	UB REFUND	49.59
W46337	PRUTZ, CARRIE ANGELA OR	UB REFUND	79.24
W46232	RAM2 INVESTMENTS LLC	UB REFUND	5.21
W46236	RAMIREZ, DEANNA LYNN OR	UB REFUND	66.38
W46306	RAMIREZ, YANIRA GUADALUPE OR	UB REFUND	22.86
W46338	REA, SUSANA	UB REFUND	99.35
W46250	REAL ESTATE OPTIONS OF TEXAS	UB REFUND	125.00
W46293	RIVERA, CHRISTOPHER A OR JESSICA N	UB REFUND	669.95
W46245	RODRIGUEZ RINCON, MIGUEL	UB REFUND	86.98
W46303	ROGERS, MARY E OR	UB REFUND	130.19
W46304	ROSENBAUM, VERONICA OR	UB REFUND	7.35
W46319	RUSH, ELISA	UB REFUND	78.96
W46227	SANABRIA, PEDRO OR	UB REFUND	6.69
W46297	SANTANA, JOHNNY	UB REFUND	55.00
W46340	SHARP, BRENDA GUIDRY	UB REFUND	19.07
W46296	SHAVER DEVELOPMENT LLC	UB REFUND	70.62
W46289	SHELLEY, NATHAN PAUL OR BRANDY	UB REFUND	681.01
W46325	SILLS, SARAH	UB REFUND	78.87
W46279	SILVA, HECTOR RODRIGO	UB REFUND	654.35
W46228	SILVER NEST PROPERTIES LLC	UB REFUND	74.43
W46329	SJOLANDER, SARA B	UB REFUND	65.93
W46285	SNIDER, MICHAEL G	UB REFUND	751.22
W46324	ST PETERS EPISCOPAL CHURCH	UB REFUND	467.88
W46291	STANLEY, SCOT E	UB REFUND	1,073.17
W46313	STILGENBAUER, HUTCH	UB REFUND	62.28
W46251	T CONSTRUCTION LLC	UB REFUND	1,138.93
W46290	TIBBS, RUBEN ALLEN OR	UB REFUND	958.11
W46307	TLP VISION LLC	UB REFUND	4,000.00
W46298	UDDIN, NASHIR	UB REFUND	13.88
W46230	VILLANUEVA TIMOTED, LUCY EDITH	UB REFUND	25.93
W46288	VOLCAN, NERIO	UB REFUND	765.23
W46328	WELLING, DANIEL ROBERT	UB REFUND	99.60
W46231	WFI MANAGEMENT LLC	UB REFUND	71.03
W46302	ZAID PROPERTIES WALNUT LLC	UB REFUND	327.93
<b>SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 2.17.26</b>			<b>27,339.70</b>
30957	BETHANNY ALANIS	PAL GYM CONTRACTOR	517.50
42137	BRISEYDA BARAJAS	PAL GYM CONTRACTOR	204.00
43389	ARIANNA CANTU	PAL GYM CONTRACTOR	71.50
43385	CURTIS HARRIS SR	PAL GYM CONTRACTOR	250.00
37583	AHMAD DAY	PAL GYM CONTRACTOR	500.00
40389	ERIN DRYE	PAL GYM CONTRACTOR	250.00
43339	GISELLE ROSE DE LEON	PAL GYM CONTRACTOR	13.00
00001113	JIMMY L HADLEY	PAL GYM CONTRACTOR	350.00
39806	CAMILA HERRERA	PAL GYM CONTRACTOR	78.00
42738	JESUS HERRERA	PAL GYM CONTRACTOR	78.00
10398	DAVID HOLLINS JR	PAL GYM CONTRACTOR	350.00
31616	ANAYA, MARY ANN	PAL GYM CONTRACTOR	645.00
43387	SABRINA I. MENA	PAL GYM CONTRACTOR	104.00
43388	BRYON D MOSS	PAL GYM CONTRACTOR	400.00
37276	CAITLYN MURILLO	PAL GYM CONTRACTOR	71.50
44137	JUAN PEDRAZA	PAL GYM CONTRACTOR	720.00
45572	JONATHAN IVAN PEREZ	PAL GYM CONTRACTOR	240.00
46246	CARLOS RODRIGUEZ	PAL GYM CONTRACTOR	50.00
37741	AMY ROMERO	PAL GYM CONTRACTOR	104.00
46173	JASMINE JNEA SIMPSON	PAL GYM CONTRACTOR	350.00
40608	ANDRETTA SMITH	PAL GYM CONTRACTOR	350.00
34414	ERIK THEODORE	PAL GYM CONTRACTOR	350.00
33312	DWIGHT THOMAS	PAL GYM CONTRACTOR	330.00
14702	JOSUE TOVAR	PAL GYM CONTRACTOR	52.00
00007549	ROGELIO TOVAR	PAL GYM CONTRACTOR	52.00
43418	CHADRICK WARNER	PAL GYM CONTRACTOR	200.00
43183	ROSALYN WEST	PAL GYM CONTRACTOR	200.00
<b>SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 2.17.26</b>			<b>6,880.50</b>
00010879	A & H WRECKER SERVICE	TOWING CHARGES	2,455.00
9367	A T & T	PHONE CHARGES-JAN	689.17
9367	A T & T	POTS LINE-JAN	238.96
9367	A T & T	ALARM SYSTEM-JAN	119.48
9367	A T & T	POTS LINE-JAN	103.52
9535	A T & T	INTERNET-JAN	3,873.77
9535	A T & T	VOIP TELEPHONE-JAN	1,665.54
9535	A T & T	INTERNET-DEC	1,682.80
9535	A T & T	ADI FOR IPFLEX-DEC	615.85
9925	A T & T	MONTHLY SERVICE-JAN	1,002.98
32381	A T & T MOBILITY	PHONE CHARGES-JAN	697.57
9289	A-PAL'S LOCKSMITH	LOCKSMITH SERVICES	1,374.50

00004763	ABC DOORS	OVERHEAD DOOR REPAIR	1,101.63
18117	ACADIAN AMBULANCE SERVICE OF TEXAS	20-051 EMS SVC-FEB	104,323.05
22569	ACCURATE METER & BACKFLOW, LLC	WAREHOUSE INVENTORY	12,126.39
00003905	ACES ANIMAL CARE EQUIPMENT SERVICES	SHELTER EQUIPMENT	869.00
00010045	ACT PIPE & SUPPLY, INC.	WATER REPAIR PARTS	2,730.97
35568	ACTION TOWING, INC	TOWING CHARGES	2,280.00
22124	ALLEN AND KERBER AUTO SUPPLY	25-034 REPAIR PARTS	13,444.29
46134	ALLIED HYDROMULCH TX LLC	MULCH	2,501.30
32349	AMAZON CAPITAL SERVICES, INC	FURNITURE/DECORATIONS	2,302.27
41386	AMERITURF, A SERIES OF SCRUGGS	FERTILIZER/SOIL COND.	1,168.00
46310	JASMINE ANDRADE	RENTAL DEPOSIT REFUND	100.00
9239	ARNOLD OIL COMPANY	HYDRAULIC/MOTOR OIL	11,926.51
23846	AT&T MOBILITY-FIRST NET	PHONE CHARGES-JAN	18,992.72
9365	AUTO ZONE	REPAIR PARTS	118.71
39444	SELECTIVE GIFT INSTITUTE, INC DBA	SERVICE AWARDS	965.11
00000765	B & H PHOTO VIDEO, INC	SEC. CAMERA/EQUIPMENT	143.25
29637	BATTLEGROUND CONCRETE	READY MIX CONCRETE	825.25
00003689	BAY AREA RENTALS	25 103 CONCRETE	895.80
00003545	BAYWAY LINCOLN MERCURY	AUTOMOTIVE REPAIRS	1,462.89
9304	BIG Z LUMBER COMPANY	WAREHOUSE INVENTORY	484.25
44926	BLUETRITON BRANDS INC	COOLER RENTAL-JAN	67.98
45777	BRANDON REVIA DBA REVIA 3D	TV VAN BULKHEAD	178.00
00021816	BRODART COMPANY	BOOKS	6,321.75
00021215	BSN SPORTS	25-131 NET INSTALL	78,149.00
46201	C&R ROOFING SERVICES	ROOF REPAIR	1,475.00
30351	CALLAWAY GOLF SALES CO.	GOLF MERCHANDISE	163.24
46269	ALBARO CANTU	COURT BOND REFUND	300.00
9420	CARE ATC	PHA'S DEC	2,828.80
00004422	COW GOVERNMENT INC	CISCO EQUIP/LICENSE	4,008.95
00051420	CENTERPOINT ENERGY	GAS USAGE 12/19-01/22	6,239.63
00030515	CENTRAL POLICE SUPPLY INC	BADGES/NAME PLATES	563.43
42558	CHARLIE HINDS WRECKER SERVICE INC	TOWING CHARGES	2,101.40
27916	CHARTER TITLE CO	26-016 VINCE/ARMAND	345,557.00
00003055	CHASTANGS BAYOU CITY FORD TRUCK	25 034 REPAIR PARTS	6,260.28
40241	CHRISTENSEN BUILDING GROUP, LLC	PD10 PD ANNEX BUILDING	57,042.01
00030043	CITY OF HOUSTON	WATER	891.15
00030824	CITY OF HOUSTON HEALTH DEPARTMENT	COLIFORM TESTING-DEC	2,174.74
00001867	CLARK CONDON ASSOCIATES	21-134, 24 188 12/31	2,408.00
00031205	CLEAR LAKE CITY WATER AUTHORITY	WATER SERVICE-JAN	32,977.87
00006279	CNP HOUSTON ELECTRIC LLC	09-143 ROLLOVER SVCS	1,824.30
12367	COBURNS SUPPLY COMPANY INC.	WAREHOUSE INVENTORY	9,753.18
8608	COMCAST CABLE	EQUIPMENT RENTAL-FEB	136.96
00091358	CORE & MAIN LP	WAREHOUSE INVENTORY	36,738.48
43033	CROWE, LLP	FS COMP Q/E 03/31/25	2,923.67
39760	DANIEL CRUZ JR	TENNIS PRO MAR	3,915.00
46268	ALEXANDER CRUZ	COURT BOND REFUND	400.00
00000050	D & W CONTRACTORS INC	25-003 TO 1/25/26 #12	420,125.91
00005292	DATAVOX	CAMERA REPAIRS	9,468.26
18412	JOHN ERIC HEBERT	AUCTIONEER SVCS-01/31	14,181.44
35825	AUDRA JOHNSON	FACE PAINTERS-03/07	250.00
00008317	DBS TEXAS	25-162 SHIRTS/JACKETS	3,093.90
00003537	DELL MARKETING LP	25-179 MONITORS	26,231.00
00040800	DEMCO INC	BOOK/DVD PROCESS SUPP	995.30
40091	DOUGHTIE CONSTRUCTION CO., INC	WW046/WW087 GOLDEN ACRES IMPROV	32,035.61
00200012	DSHS CENTRAL LAB MC2004	TCEQ TESTING FOR VOCS	2,448.00
00050420	EADY INC	TOWING CHARGES	1,520.00
24483	EDMINSTER HINSHAW RUSS & ASSOCIATES	24-002 TO 12/31/25#15	11,970.00
9160	ENTERPRISE RENT-A-CAR	20-096 RENTAL EXPENSE	3,115.31
00051111	ERNIE'S RESTAURANT	CATERING-02/13	2,722.50
43187	EWALD II LLC DBA EWALD KUBOTA	REPLACEMENT PARTS	269.50
40692	FAIRMONT PET HOSPITAL	25-035 SPAYS/NEUTERS	8,128.62
00060570	FASTENAL COMPANY	WAREHOUSE INVENTORY	32,429.39
00060504	FEDERAL EXPRESS	SHIPPING CHARGES	209.15
00132116	FERGUSON WATERWORKS	WAREHOUSE INVENTORY	6,115.27
42496	FERTITTA CHEVROLET	AUTOMOTIVE REPAIRS	11,059.26
9796	FIRESAFE PROTECTION SERVICES LP	SMOKE DETECTOR REPAIR	1,483.85
8916	FIRETRON, INC.	25-072 INSPECTIONS	2,050.50
36948	FORTRESS SECURITY LLC DBA OMNI FIRE	ALARM SERVICES-JAN	57.44
38888	FRONTIER K2, LLC	23-094 TRASH/RECYCLE	454,742.54
46270	RAYMUNDO GARCIA III	COURT BOND REFUND	200.00
31452	WCA WASTE SYSTEM INC DBA	RESIDENTIAL DUMPING	20,436.06
45029	GLOBAL TEL*LINK CORPORATION	PHONE SERVICES-JAN	1,000.00
00008255	RANDY GLOVER	RETIREMENT-G HALL	80.00
10858	SHARI GLOVER	MILEAGE REIMBURSEMENT	64.38
46273	ALFREDO GOMEZ	COURT BOND REFUND	620.00
31646	IMPACT PROMOTIONAL SERVICES DBA	25-214 UNIFORMS	13,530.12
27214	GTS TECHNOLOGY SOLUTIONS, INC	CAMERA PARTS	608.65
10344	GULF COAST PET FOODS	DOG AND CAT FOOD	2,138.31
00080108	HAHN EQUIPMENT CO, INC	EQUIPMENT/INSTALL	10,732.00

00005329	HARRIS-GALVESTON SUBSIDENCE	ANNUAL WELL PERMITS	16,900.00
36576	HELFMAN FORD, INC	25-034 REPAIR PARTS	8,820.08
46274	LORENA HERNANDEZ	COURT BOND REFUND	100.00
00050524	HUBERT E WALTON	CABLE INSTALL	6,881.74
42807	HOLT TRUCK CENTERS OF TEXAS, LLC	TRUCK REPAIRS	9,753.73
00080055	HOME DEPOT	MISC TOOLS & SUPPLIES	241.98
00005133	HEARST NEWSPAPERS LLC	PUBLICATION	1,267.80
00002146	HOUSTON FREIGHTLINER -WESTERN STAR	REPLACEMENT PARTS	1,555.03
37842	HOUSTON MOTORSPORTS PASADENA	MOTORCYCLE TIRES	536.23
00006890	HOUSTON TRUCK PARTS INC	REPAIR PARTS	1,573.57
00191601	HR GREEN INC	24-265 TO 12/31/25#12	67,953.58
00100516	ICHI BAN TROPHY & ENGRAVING	AWARDS/TROPHIES	185.00
39764	INFRAMARK, LLC	CAP OVERAGE-FEB	402,295.28
00090140	INKSPOT PRINTING	BUSINESS CARDS DEC	1,540.00
39942	INTERACTIVETHINK, INC DBA FITTHUMB	WELLNESS PLATFORM	12,420.00
10743	IS SERVICE	REPLACEMENT PARTS	447.17
00007167	J J KELLER & ASSOC INC	TMC ADV ONLINE SUBSC	1,195.00
16902	JERSON'S CONCRETE	25-103 RDY-MIX CONC	2,774.00
39498	JTR CONSTRUCTORS, INC	WW086 VINCE BAYOU IMPROV.	74,100.00
00003243	K & K TRACTOR SERVICE	LOT CLEANUP/SECURE	1,340.00
44203	KANOPY	DIGITAL STREAMING	226.00
20839	KIM NEAL & ASSOCIATES, LLC	25-130 RENOVATION	254,707.00
9457	KIMBALL MIDWEST	REPAIR PARTS	443.01
39649	KING RANCH AG & TURF	MOWING EQUIP. PARTS	5,108.29
23520	LC PERSONNEL INC DBA LABOR FINDERS	PERSONNEL SERVICES	1,748.80
22952	LAKE COUNTRY CHEVROLET, INC	VEHICLE	28,616.00
00030475	LARRY CERNOSEK ENTERPRISES INC	TOWING CHARGES	1,505.00
17879	LEWIS BRISBOIS BISGAARD & SMITH LLP	38767-2 TO 12/31/25	11,574.25
40811	LEXIPOL, LLC	CORDICO PEER SUPPORT	7,182.00
00007720	LIBERTY TIRE RECYCLING LLC	TIRE RECYCLING	2,117.50
00006359	LJA ENGINEERING INC	23-017 WATER PROD	102,764.09
00005051	LOWE'S	MINOR TOOLS AND EQUIPMENT	205.33
00001090	MARTIN ASPHALT	55-1 TACK OIL	143.00
45045	MIRANDA MARTINEZ	RENTAL DEPOSIT REFUND	100.00
00001304	MCCOYS BUILDING SUPPLY CENTER	LUMBER SUPPLIES	108.50
00002480	MCGRIFF SEIBELS & WILLIAMS OF TEXAS	24-191 CONSULT-JAN	19,166.66
00001203	MEADOR STAFFING	PERSONNEL SERVICES	1,442.93
45529	MERIDIAN RAPID DEFENSE GROUP DBA	25-213 TRAILER KIT	243,578.98
14589	MERRIAM GROUP LLC DBA ECONOCUTS	25-199 GROUNDS MAINT	26,708.98
37841	MIDWEST VETERINARY SUPPLY, INC	25-170 ANIMAL MEDS	2,140.42
00200913	MONUMENT CHEVROLET	25-034 REPAIR PARTS	37,907.87
10171	JOHN MORGAN	MILEAGE REIMBURSEMENT	64.38
00007134	MOVIE LICENSING USA	COPYRIGHT COMPLIANCE	1,421.00
00000892	MOWERS INC	REPAIR PARTS	718.19
00130927	MTF EQUIPMENT SALES, INC.	CAR LIFT REPAIR	2,115.00
9062	NAFECO	KEY FIRE HOSES	29,195.00
25101	NATIONAL BUSINESS FURNITURE, LLC	OFFICE CHAIRS	713.32
31134	NEXTIVA, INC	CLOUD COMM-FEB	265.80
00002370	NOVUS WOOD GROUP	25-073 GREEN WASTE	5,481.00
34955	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	2,973.08
28171	INTERAMERICAN MOTOR, LLC DBA	25-074 BATTERIES	4,422.48
00007565	PASADENA COMMUNITY MINISTRIES	FOOD DRIVE DONATION	6,881.00
9874	PASADENA FENCE COMPANY	GATE REPAIR	1,875.00
00162206	PASADENA FIRE DEPARTMENT	MONTHLY CONTRIBUTION	50,000.00
11209	PASADENA HOME CENTER	MISC REPAIR PARTS	97.85
13070	PASADENA MULCH	TORPEDO SAND	1,440.00
00160301	PASADENA TRAILER & TRUCK ACCESSORY	REPAIR PARTS	90.75
19130	PATTERSON EQUIPMENT COMPANY	SEWER REPAIRS	741.22
00003245	PELTIER BROTHERS CONSTRUCTION	WW076 JANA LIFT STATION REHAB	154,992.50
00007271	PGAL	22-078 TO 12/31/25#36	217.87
00160822	PHILLIPS TOWING & RECOVERY	TOWING CHARGES	2,000.00
11203	PLASTIX PLUS LLC	CONVERSION FLOOR	750.00
00161520	POTEET WRECKER SERVICE	TOWING CHARGES	380.00
40812	POWER PEST CORP DBA URBAN BIRD	MUSCOVY DUCK REMOVAL	12,400.00
31617	PUBLIC MANAGEMENT, INC	25-254 TO 11/12/25 #1	272,500.00
45327	PVS DX INC	150# CHLORINE TANKS	10,213.09
46272	JOSE ANTONIO RAMOS	COURT BOND REFUND	20.00
00180193	RANDYS DRIVESHAFT SERVICE	EQUIPMENT REPAIRS	2,496.38
00180205	RB EVERETT & COMPANY	REPAIR PARTS	621.63
00180504	REDS SAFE & LOCK SERVICE, INC.	HARDWARE & KEYS	450.17
11127	RELIABLE TRANSMISSION	TRANSMISSION REPAIRS	10,316.05
18931	DAVID REYNA	DJ SERVICE-02/13	700.00
41767	RISING STAR RECRUITING	PERSONNEL SERVICES	31,762.03
00007448	RNS/CUSTOM AUTO TRIM & GLASS	UPHOLSTERY REPAIR	570.00
00007383	RICHARD H ROWLAND JR	TRACTOR MOW	1,500.00
00001623	RUSH TRUCK CENTERS OF TEXAS	REPAIR PARTS	557.20
19427	S&S INVESTIGATIONS AND SECURITY, IN	25-025 SEC OFFICERS	5,245.50
00005885	SALVATION ARMY	FOOD DRIVE DONATION	6,881.00
00190732	SAM'S CLUB	CONCESSION ITEMS	2,243.85

00007860	SARAH'S HOUSE	FOOD DRIVE DONATION	6,881.00
12057	SER CONSTRUCTION PARTNERS LLC	S132 PRESTON AVE-SH225 & FLEMING/FLAMBOROUGH	168,708.45
46309	ANGELA SHELTON	RECORDS REQ. REFUND	26.00
21856	SIDDONS-MARTIN EMERGENCY GROUP	REPAIR PARTS	1,738.34
11135	SILSBEE FORD	EMERGENCY LIGHTING	367,008.96
00004250	SMART MATERIALS INC	BANK SAND	1,160.68
24645	SOUTH AVENUE BAPTIST CHURCH	FOOD DRIVE DONATION	6,881.00
00002669	SOUTH HOUSTON HYDRAULIC EQUIPMENT	EQUIP REPAIR PARTS	105.56
18407	SP STARTEX TRUCK & FABRICATION, LLC	FLATBED INSTALL	13,909.00
20322	CAROL ANN HARLAN DBA SPACE CITY	BALLOON ARTISTS 12/05	45.00
41162	SPAY-NEUTER ASSISTANCE PROGRAM INC	25-035 SPAYS/NEUTERS	3,436.00
00003869	STATE INDUSTRIAL PRODUCTS	JANITORIAL CLEANERS	168.80
00191406	STEVE'S WINDOW FASHIONS	TINTING	574.00
22756	STRATEGIC AUTOMATION SERVICES, LLC	SCADA SUPPORT	1,080.00
9253	SUPERION, LLC	WEBINAR REGISTRATION	245.00
9840	SYSCO HOUSTON	INMATE FOOD	1,260.60
10530	T CONSTRUCTION LLC	W076/WW071/W074 WATERLINE & SEWER REHAB.	318,613.42
42900	TARTAN OIL LLC	FUEL	61,573.93
00003941	RONALD C EDWARDS	PEST CONTROL	1,460.00
32894	TEXAS MATERIALS GROUP, INC DBA	25-018 CONCRETE	3,568.34
00020128	THE BANK OF NEW YORK MELLON	GO REF 2016 AGENT FEE	1,575.00
T0806297	THE BRIDGE OVER TROUBLED WATERS	FOOD DRIVE DONATION	6,881.00
9550	THE PHOENIX DESIGN GROUP, INC.	AUDIO/VISUAL 02/17-19	10,201.80
43945	THERMO FLUIDS, INC	RECYCLE OIL/FILTER	3,335.54
21154	THIS DEERE DOESN'T NAG	BUILDING SECURITY	125.00
10664	TRANUNION	TLOXP DATABASE SEARCH SER	1,501.85
00201873	TRANTEX	CRACK SEALANT	292.00
45005	TRIPLE J CONTRACTORS LLC	PAINTING/MATERIALS	29,236.51
00000541	TRIPLE S STEEL	RAW STEEL	849.48
45353	TXU ENERGY RETAIL COMPANY LLC	ENERGY SVC10/20-11/17	417,240.93
10646	UNIFIRST	WEEKLY UNIFORM RENTAL/SER	916.83
00006668	USA BLUE BOOK	CHLORINE TEST/SUPPLY	2,635.53
44337	USJO OUTPUT SOLUTIONS INC	ONSERT; PRINTING	3,620.40
00002071	WASTE MANAGEMENT	SERVICE	14,881.86
00002071	WASTE MANAGEMENT	SERVICE	23,847.60
00002071	WASTE MANAGEMENT	SERVICE	50,118.59
00002071	WASTE MANAGEMENT	SERVICE	44,671.38
00002071	WASTE MANAGEMENT	SERVICE	641.62
00002071	WASTE MANAGEMENT	SERVICE	511.98
00002071	WASTE MANAGEMENT	SERVICE	439.27
00002071	WASTE MANAGEMENT	SERVICE	168.64
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	58.90
00002071	WASTE MANAGEMENT	SERVICE	1,527.86
00002071	WASTE MANAGEMENT	SERVICE	322.81
00002071	WASTE MANAGEMENT	SERVICE	168.64
00002071	WASTE MANAGEMENT	SERVICE	363.61
00200596	WASTE SYSTEMS EQUIPMENT INC	OPERATOR SEATS	1,566.03
38181	WATCHFIRE SIGNS, LLC	MARQUEE MOTHERBOARD	1,650.00
45885	WEAVER AND TIDWELL LLP DBA WEAVER	25-240 FORENSIC AUDIT	181,994.25
10808	WEX BANK	FUEL PURCHASES-JAN	15,074.04
9583	WILLDAN FINANCIAL SERVICES	GO BONDS SERIES 2016	500.00
36650	NATHAN WOMACK	TUITION REIMBURSEMENT	1,165.85
39420	WORK SHIELD LLC	WORK SHIELD-JAN	1,884.09
00006749	WORTH HYDROCHEM OF HOUSTON	MAINTENANCE-FEB	1,485.00
44768	YEAROUT ENERGY SERVICES COMPANY LLC	M051 FACILITY EFFICIENCY UPGRADES	50,214.38
46311	IRMA YNIGUEZ	RESERVATION REFUND	375.00
<b>SUBTOTAL - TO BE MAILED FOLLOWING COUNCIL MEETING 2.17.26</b>			<b>5,708,959.11</b>
<b>PER CHECK REGISTER CK# XX5164 - XX5537</b>			<b>\$ 5,833,234.30</b>

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

HOUSING DEPARTMENT  
CITY OF PASADENA  
HOUSING CHOICE VOUCHER PROGRAM - UTILITY REIMBURSEMENT  
2/1/2026 THROUGH 2/28/2026

AMEGY BANK OF TEXAS

HOUSING DEPT #	NAME	PURPOSE OF PAYMENT	AMOUNT
TX440	DOMINISHA N FONSWORTH	UTILITY REIMBURSEMENT	52.00
TX440	JASMINE HERNANDEZ	UTILITY REIMBURSEMENT	116.00
TX440	KIWANA R JAMES	UTILITY REIMBURSEMENT	44.00
TX440	DESTINEY F CAMPBELL	UTILITY REIMBURSEMENT	108.00
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	97.00
TX440	DENISE R GARNER	UTILITY REIMBURSEMENT	21.00
TX440	RAY R MAGALLANES	UTILITY REIMBURSEMENT	39.00
TX440	MELISSA A MARTINEZ	UTILITY REIMBURSEMENT	83.00
TX440	VERONICA ORTIZ	UTILITY REIMBURSEMENT	11.00
TX440	TOMMIE B POLK	UTILITY REIMBURSEMENT	61.00
TX440	JOCELYNN SMITH	UTILITY REIMBURSEMENT	58.00
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	MONIK MASON	UTILITY REIMBURSEMENT	44.00
TX440	JESUS O ESPINOZA	UTILITY REIMBURSEMENT	7.00
TX440	BRIANNA J HAROLD	UTILITY REIMBURSEMENT	4.00
TX440	NAOMI D DIAZ	UTILITY REIMBURSEMENT	99.00
TX440	MONICA Y FLEEK	UTILITY REIMBURSEMENT	94.00
TX440	ELIZABETH M GUZMAN	UTILITY REIMBURSEMENT	19.00
TX440	ANGELEE R SEREAL	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	TRINIECE L BROOKS	UTILITY REIMBURSEMENT	16.00
TX440	ARIEL M HALL	UTILITY REIMBURSEMENT	44.00
TX440	MARISSA ZAPATA	UTILITY REIMBURSEMENT	1.00
TX440	RYNETTE C JOHNSON	UTILITY REIMBURSEMENT	16.00
TX440	KIANTE M HEFLIN	UTILITY REIMBURSEMENT	16.00
TX440	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	MELINDA BETANCOURT	UTILITY REIMBURSEMENT	44.00
TX440	MARKEIZ L SMITH	UTILITY REIMBURSEMENT	22.00
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	TIMETRA Y EASTER	UTILITY REIMBURSEMENT	68.00
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	GALDINA P BANDA	UTILITY REIMBURSEMENT	16.00
TX440	ISHMIYA A MORRISON	UTILITY REIMBURSEMENT	25.00
TX440	DARRIUS D BANKS	UTILITY REIMBURSEMENT	7.00
TX440	EVELYN N TRISTAN	UTILITY REIMBURSEMENT	108.00
TX440	DESIRA D SALLIE	UTILITY REIMBURSEMENT	68.00
TX440	DEMI L AGUIRRE	UTILITY REIMBURSEMENT	15.00
TX440	MIRANDA L TERRAL	UTILITY REIMBURSEMENT	16.00
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	SAMANTHA VILLARREAL	UTILITY REIMBURSEMENT	150.00
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	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	SHALIMAR N WASHINGTON	UTILITY REIMBURSEMENT	103.00
TX440	KIYA WILLIAMS	UTILITY REIMBURSEMENT	22.00
TX440	DESTINY A WEAVER	UTILITY REIMBURSEMENT	32.00
TX440	SHIRRELLE L BENNETT	UTILITY REIMBURSEMENT	32.00
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	BREON D RICHARDSON	UTILITY REIMBURSEMENT	77.00
TX440	IRIS BADER	UTILITY REIMBURSEMENT	21.00
TX440	MABLE LOVE	UTILITY REIMBURSEMENT	68.00
TX440	DANEISHA N MAYFIELD	UTILITY REIMBURSEMENT	44.00
TX440	TIFFANY WATKINS	UTILITY REIMBURSEMENT	54.00
TX440	HERLENA CARTER	UTILITY REIMBURSEMENT	77.00
TX440	MINIKQUE L RICHARDS	UTILITY REIMBURSEMENT	104.00
TX440	CHARITY D HOUSTON	UTILITY REIMBURSEMENT	117.00
TX440	ANGELICA GAITAN	UTILITY REIMBURSEMENT	13.00
TX440	LETICIA L FLAGG	UTILITY REIMBURSEMENT	78.00
TX440	VALERIE M PETTIGREW	UTILITY REIMBURSEMENT	16.00
TX440	MONIQUE Y MASON	UTILITY REIMBURSEMENT	47.00
TX440	KAYLA CONDET	UTILITY REIMBURSEMENT	11.00
TX440	JOYSHAE D HOLLEY	UTILITY REIMBURSEMENT	77.00
TX440	DAIJAH CASTLEBERRY	UTILITY REIMBURSEMENT	187.00
TX440	LATAGUIA CUNNINGHAM	UTILITY REIMBURSEMENT	173.00
TX440	TRANESIA M STEVENSON	UTILITY REIMBURSEMENT	58.00
TX440	ETHEL L WILLIAM	UTILITY REIMBURSEMENT	419.00
TX440	AMANDA E WOMACK	UTILITY REIMBURSEMENT	186.00
TX440	SAMANTHA L SQUARE	UTILITY REIMBURSEMENT	32.00
PER CHECK REGISTER CK# XX5538 - XX5650			\$ 7,243.00

Utility reimbursement checks will be mailed following City Council approval.

ITEM ONE  
PERSONNEL REQUESTS

February 17, 2026

A. REGULAR EMPLOYEES

1. RECOMMENDED EMPLOYMENT \*

Cherie Azua	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.13/hr., effective 2/18/26
Kayla Castillo	PT Recreation Center Pooled Position, 15230-2851-1, \$10.75/hr., effective 2/18/26
Darien Dansby	PT Pooled Landscaping, Landscaping, 20540-2865-1, \$12.00/hr., effective 2/18/26
Adrian Diaz	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.50/hr., effective 2/18/26
Nathalie Garcia	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.50/hr., effective 2/18/26
Yulissa Guzman Gonzalez	PT Museum Specialist. Museums, 15730-2853-1, \$12.00/hr., effective 2/18/26
Esperanza Hernandez	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.13/hr., effective 2/18/26
Alexander Herrera	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.25/hr., effective 2/18/26
Emily Lopez	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.50/hr., effective 2/18/26
Zachary Wayne Mabes	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.13/hr., effective 2/18/26
Nicholas Majano	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.25/hr., effective 2/18/26
Andrea Ramirez Reyes	Office Assistant I, Recreation Centers, 15210-2430-1, \$1,184.00 b/w, effective 2/18/26
Erika Rivera	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.25/hr., effective 2/18/26
Vanessa Rivera	PT Recreation Center Pooled Position, 15230-2851-1, \$10.75/hr., effective 2/18/26
Davian Rodriguez	PT Recreation Center Pooled Position, 15230-2851-1, \$11.00/hr., effective 2/18/26

Alyssa Romero	PT Recreation Center Pooled Position, 15230-2851-1, \$10.75/hr., effective 2/18/26
Viviana Sanchez	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.25/hr., effective 2/18/26
Trent Smith	PT Pooled Museum Worker, Museums, 15730-2850-1, \$12.00/hr., effective 2/18/26

2. NOTICE OF SUSPENSIONS

3. NOTICE OF RESIGNATIONS

Francisco Alvarez	Utility Maintenance Technician I, Wastewater Maintenance, effective 2/10/26
Damian Klausmeier	PT Pooled Parks Worker, Parks, effective 1/11/26
Donald Mayfield Jr.	Technical Support Analyst II, Police Civilian Administration, effective 2/13/26
Lorenzo Montes	PT Pooled Sanitation Worker, Sanitation, effective 12/19/25

4. NOTICE OF RETIREMENTS

Daniel Lamas	Assistant Superintendent, Street & Bridge, effective 1/28/26
Richard McVey	Equipment Operator II, Street & Bridge, effective 1/28/26
Rick Rodriguez	Utility Worker IV, Street & Bridge, effective 1/28/26

5. NOTICE OF DEATHS

Edward J. Wheeler	PT Associate Judge, Municipal Court, 2/5/26
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B. FINANCE DEPARTMENT

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

C. ADMINISTRATIVE CHANGES IN PERSONNEL \*

Delete position 17110-2160-1, Library Assistant II, N07, and  
Create position 17110-3350-3, Senior Library Assistant, N08, effective 3/2/26

Delete position 17110-2160-2, Library Assistant II, N07, and  
Create position 17110-3350-4, Senior Library Assistant, N08, effective 3/2/26

Delete position 17110-2686-1, PT Clerical Assistant I, N03, and  
Create position 17110-2687-6, PT Clerical Assistant II, N05, effective 3/2/26

Delete position 17140-2686-1, PT Clerical Assistant I, N03, and  
Create position 17140-2687-1, PT Clerical Assistant II, N05, effective 3/2/26

D. INTRODUCTION OF NEW EMPLOYEES

\* Require Approval of Council

**PRE-COUNCIL MEETING  
CITY OF PASADENA**

**February 3, 2026 – 9:30 a.m.**

**MINUTES**

**CALL TO ORDER**

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

Councilmember Valerio – Expressed her concerns with councilmembers discussing agenda items between the time the Pre-Council meeting has closed and the start of the Council meeting. Mayor Schoenbein commented that during that time, each councilmember had the opportunity to discuss an agenda item with a city director individually, not as a group.

*19) – (A)-(2) FIRST READINGS:*

Items (E), (F), and (G) – Mayor Schoenbein advised that the items would be deferred.

Item (D) – Councilmember Estrada stated he would like more information on what the next steps will be for this project. Jason Ross, Parks and Recreation Director, introduced Lisa Graiff, Houston Parks Board, and asked her to provide an update. Short question/answer session followed between Councilmembers Estrada and Valerio; Jason Ross and Lisa Graiff regarding deadlines, studies that had been conducted, the number of phases that will be needed, and an estimate on when the project will be completed.

**\*\*Note\*\*** At this time, there was discussion between Councilmembers Heredia Sr. and Valerio, and Mayor Schoenbein on the reasons the First Reading Items (E), (F), and (G) were being deferred.

Items (N) and (O) – Councilmember Valerio questioned why these items were back on the agenda as First Readings. Discussion followed between Councilmember Valerio, Mayor Schoenbein, James Holt, Chief of Staff, Cari Brownlee, City Attorney, and Amanda Mueller, City Secretary, regarding the history of these items and their correlation to items on previous agendas and the manner in which Council comments were phrased in previous minutes.

**\*\*Note\*\*** At this time, Cari Brownlee reminded the council that discussions be limited to items on the agenda for that meeting and shared concerns about discussing ordinances that were not listed on the current agenda. Mayor Schoenbein gaveled and remarked that the point was well taken and asked to continue with the Pre-Council meeting. Councilmember Valerio responded that elected officials have the right to have discussions at the Pre-Council meetings and that her request to have the ordinances brought back to the table was completely disregarded. A short exchange followed between Mayor Schoenbein and Councilmember Valerio. At this time, Mayor Schoenbein gaveled and advised that she (Councilmember Valerio) was out of order, and that the discussion was over. Councilmember Valerio disagreed with Mayor Schoenbein,

commenting that she appealed his decision and continued speaking. Mayor Schoenbein again gavelled the meeting to order and advised Councilmember Valerio that if she continued, she would be escorted out of the meeting. Councilmember Valerio stated that he could have her escorted out, but that she was not out of order. Mayor Schoenbein asked officers to escort Councilmember Valerio from the meeting. Councilmember Valerio gathered her belongings and exited the meeting without the need for any assistance from officers.

Item (O) – Councilmember Dow questioned whether the amount of the pay increases listed on this item was different from what had been previously discussed. James Holt confirmed that the amounts were different.

## **ADJOURNMENT**

9:46 a.m. – Mayor Schoenbein adjourned the Pre-Council Meeting.

## **RECORD OF PROCEEDINGS** **CITY OF PASADENA**

February 3, 2026 – 10:00 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  
**PAT VAN HOUTE** - District D

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

Absent – Councilmember Emmanuel Guerrero

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

**INVOCATION** – Lainey Hudanish - Mayor's Executive Office Assistant

**PLEDGES OF ALLEGIANCE** – Councilmember Dolan Dow

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

Councilmember Dow – Wished everyone a good morning. Recognized the service award recipients. Thanked them for their years of service to the City. Gave update on improvements being made in District F. Noted that due to the recent bad weather, the

grand opening of Fire Station #7 had been moved to Saturday, February 7<sup>th</sup> at 10:00 a.m. Thanked everyone for being at the meeting and supporting the local government.

Councilmember Fusilier Jr. – Invited everyone to attend the grand opening of the fire station. Wished everyone a good day.

Councilmember Styron – Thanked everyone for attending the meeting. Recognized the service award recipients. Remarked that if anyone needs help with anything to feel free to reach out to him.

Councilmember Heredia Sr. – Thanked the service award recipients for their service. Commented on a Council workshop that took place to discuss emergency services in the City. Stated that the workshop was very informative and very well put together.

Councilmember Valerio – Passed, no comment.

Councilmember Van Houte – Discussed shelters and warming stations that the Red Cross has set up in various locations around Harris County for citizens in need during cases such as a fire or natural disaster. Noted that Pasadena has a few small locations on the list, but more are needed. Gave contact information for anyone interested in assisting the Red Cross with this matter. Announced that the Citizens Police Academy will be starting on February 24<sup>th</sup>. Noted, this program will run from 7:00 – 11:00 p.m. for 11 weeks. Advised that additional information can be found on the City's website.

Councilmember Estrada – Announced that the Animal Shelter will be having an event where citizens can receive free pet food, vaccines, and microchips for their dogs and cats. Congratulated the service award recipients on their years of service to the City.

Mayor Schoenbein – Remarked that he would also like to recognize the service award recipients. Commented that they have all had a fantastic career and have given back to the community with a servant's heart.

### **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:

Cristina Womack, Chamber of Commerce  
Robert Jeter III

### **DOCKETED CITY COUNCIL HEARINGS**

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

(A)	Service Award	Son Lauritz Schibbye	25 years	IT Department
(B)	Service Award	Robert Ines Flores	25 years	Pasadena Police - Patrol

- (C) Service Award John Kenneth Zinn 25 years Pasadena Police - Patrol  
(D) Service Award Jack R Sherman 45 years Pasadena Police - Patrol

**\*\*NOTE\*\*** At this time, Trena White, HR Director, introduced the service award recipients. Asked that everyone express their congratulations to the employees for their dedication and commitment to the City of Pasadena. {Applause}

### **PROPOSALS FOR CITY BUSINESS**

#### **PRESENTATION OF MINUTES** – January 20, 2026 – 6:00 p.m. .

Councilmember Styron moved, seconded by Councilmember Fusilier Jr., that the Minutes from the January 20, 2026, Council Meeting be APPROVED. MOTION CARRIED, UNANIMOUS.

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

#### **CONTRACT CHANGE ORDERS**

#### **PROGRESS PAYMENTS**

- (A) Contractor: Brooks Concrete, Inc.  
Estimate No.: Seven (7)  
Amount: \$173,369.99  
Project: 2025 Annual Sidewalk Improvements  
Project No.: S143  
Ordinance No.: 2025-002

Councilmember Dow moved, seconded by Councilmember Estrada, that Progress Payments (A) be APPROVED. MOTION CARRIED, UNANIMOUS.

### **FINANCE RESOLUTION NO. 2943 MISC. CLAIMS & INVOICES**

Councilmember Styron moved, seconded by Councilmember Fusilier Jr., that Finance Resolution 2943 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 Valerio, that Personnel Changes (A), (C), and (D) be APPROVED. MOTION CARRIED, UNANIMOUS.

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

**CITY BOARDS AND COMMISSIONS REPORTS**

**RREPORTS OF COMMITTEES**

**MAYOR'S REPORT**

**ORDINANCES**

**FINAL READINGS**

**ORDINANCE 2026-012** - An Ordinance amending Ordinance 2024-159, which adopted the Annual Budget for the Fiscal Year 2025, for the City of Pasadena, Texas.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-012 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-013** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-013 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-014** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-014 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-015** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-015 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-016** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-016 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-017** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-017 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-018** - 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.

Councilmember Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-018 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-019** - 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 Styron moved, seconded by Councilmember Heredia Sr., that Ordinance 2026-019 be passed on second and final reading. MOTION CARRIED, UNANIMOUS.

### **FIRST READINGS**

**ORDINANCE 2026-020** - An Ordinance authorizing and approving the purchase of Dell Hybrid Workload, three (3) year Pro Support, and implementation from Insight Public Sector, Inc. utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, which was competitively bid and awarded according to State law; and appropriating the amount of \$250,000.00.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-020 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-021** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 13 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$872,145.18.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-021 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-022** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,577,389.84.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-022 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-023** - An Ordinance to amend Ordinance 2022-219, by which the City of Pasadena and Harris County entered into a Joint Participation Interlocal Agreement to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement").

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-023 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

(E) An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and LJA Engineering, Inc. for Geographic Information Systems services for a total appropriation of \$180,000.00.

**\*\*Note\*\*** By common consent of Mayor Schoenbein and all members of Council present and voting, First Readings (E) was DEFERRED.

(F) An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and HR Green, Inc. for Administrative Services for Procore Development for a total appropriation of \$144,000.00 to be funded from Account 14100-7107.

**\*\*Note\*\*** By common consent of Mayor Schoenbein and all members of Council present and voting, First Readings (F) was DEFERRED.

(G) An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and HR Green Inc. for Construction Management and Inspection Services of various Drainage & Paving and Water/Wastewater Projects (CIP #S248, S249, WW103, WW104, WW105 & WW106) for a total appropriation of \$1,695,397.50 from the General Fund Balance Account and the System Fund Other Charges Contingency Account.

**\*\*Note\*\*** By common consent of Mayor Schoenbein and all members of Council present and voting, First Readings (G) was DEFERRED.

**ORDINANCE 2026-024** - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and D & W Contractors, Inc. for the 2026 Annual Paving and Drainage Improvements Project (CIP #D065/S145) for a total appropriation of \$2,741,110.00 from the General CIP Fund Balance Account and the General Fund Balance Account.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-024 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-025** - An Ordinance authorizing and approving one-year contracts between the City of Pasadena, Texas, and Helfman Ford, and Monument Chevrolet for OEM Parts and to Parts Authority LLC, Allen and Kerber Auto Supply, Bass & Meineke No. 1, LLC and Helfman Ford for the purchase of Aftermarket auto parts.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-025 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-026** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 2 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$132,837.00.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-026 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-027** - An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,638,726.70.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-027 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-028** - An Ordinance authorizing and approving a revised Licensed Sports Association Agreement developed for use by the Parks and Recreation Department.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-028 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-029** - An Ordinance authorizing a lease contract for mailing equipment with Pitney Bowes, Inc., using the BuyBoard Purchasing Cooperative Contract #755-24 in the amount of \$22,962.60 annually.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-029 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

**ORDINANCE 2026-030** - An Ordinance authorizing and approving Education & Certification/License incentive pay for all civilian full-time employees effective March 2, 2026. See Exhibit "A" for requirements.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-030 be passed on first reading only.

Councilmember Valerio moved, seconded by Councilmember Estrada, that Ordinance 2026-030 be TABLED.

Councilmember Van Houte – Questioned the reason that this item would need to be tabled.

Councilmember Valerio – Began to explain the reasons she would like to have the item tabled.

**\*\*Note\*\*** At this time, there was a short discussion between Mayor Schoenbein and Councilmember Valerio regarding this item being on previous agendas. Mayor Schoenbein asked for a roll call vote on the motion to table the item.

MOTION TO TABLE BY ROLL CALL VOTE:

“Ayes” – Councilmembers Valerio and Estrada,

“Nays” – Councilmember Heredia Sr., Van Houte, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

MOTION TO TABLE FAILED

ORIGINAL MOTION, CARRIED UNANIMOUS.

**ORDINANCE 2026-031** - An Ordinance to increase pay for Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, including Pasadena City Marshals and Pasadena Fire Marshals. The pay would increase per month to \$200 for Intermediate, \$300 for Advanced and \$400 for Master certification. The effective date for this increase would be 03/02/2026. Certification Pay for Pasadena Police Officers and positions outside the classified service, such as Pasadena City Marshals, which are subject to TCOLE was previously authorized by Ordinance 2006-004.

Councilmember Valerio moved, seconded by Councilmember Styron, that Ordinance 2026-031 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

### **EMERGENCY READINGS**

### **ISSUANCE OF OBLIGATIONS**

### **RESOLUTIONS**

**RESOLUTION 2026-015** – A Resolution accepting an in-kind donation of Chicken Finger Trays and Fries valued at \$500.00 from Raising Cane’s for use by the Parks and Recreation Department to feed employees and staff for the City of Pasadena Athletics Division meeting.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-015 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

**RESOLUTION 2026-016** – A Resolution approving the financial report of investment activities submitted by the City of Pasadena for the fiscal quarter ended December 31, 2025.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-016 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

**RESOLUTION 2026-017** – A Resolution authorizing the Pasadena Public Library to apply for a \$1,500.00 HEB Community Investment Program grant to assist with expenses related to library programming in 2026.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-017 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

**RESOLUTION 2026-018** – A Resolution accepting a monetary donation in the amount of \$50.75 from an Anonymous Donor to be allotted to Neighborhood Network for use in connection with Fill the Bus 2026.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-018 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

**RESOLUTION 2026-019** – A Resolution amending previously adopted Resolution 2025-183, adopted on October 7, 2025, which previously amended Resolution 2025-142, authorizing and approving an agreement for a Local On-System Improvement Project between the City of Pasadena and the Texas Department of Transportation (TXDOT) in relation to Pasadena Blvd. from SH 225 to Harris (CIP #S077) to revise resolution language to comply with TXDOT contract requirements.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-019 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

**RESOLUTION 2026-020** – A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Testing of Forensic Evidence Grant Program, FY2027, in the amount of \$16,000.00.

Councilmember Dow moved, seconded by Councilmember Heredia Sr., that Resolution 2026-020 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

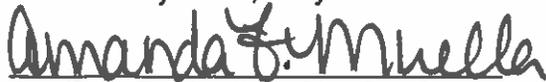
## **OTHER BUSINESS**

### **EXECUTIVE SESSION**

### **ADJOURNMENT BY THE PRESIDING OFFICER**

Mayor Schoenbein – God bless everyone, and have a safe day.

Without objection, Mayor Schoenbein adjourned the meeting at 10:25 a.m.



Amanda F. Mueller, City Secretary

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

2A    NO: 2026-

CAPTION: Amending Ordinance No. 2025-174, which adopted the Annual Budget for the Fiscal Year 2026.

RECOMMENDATIONS & JUSTIFICATION: Recommend the approval of the FY 2026 budget amendment as indicated in Exhibit "A" which will provide funding for City operations.

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

BUDGETED:     COUNCIL DISTRICT(S) AFFECTED: N/A  
REQUIRES APPROPRIATION:   
See attached Certification

*Sherry Womack*

Sherry Womack    DATE: 01/29/2026  
REQUESTING PARTY (TYPED)

#### COUNCIL ACTION

FIRST READING:    FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Car Brumlee*

CITY ATTORNEY

DATE

DATE

*Thomas Scherbin*

MAYOR

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

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

An Ordinance amending Ordinance No. 2025-174, which adopted the Annual Budget for the Fiscal Year 2026, 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 2026 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 2026, as adopted by Ordinance No. 2025-174, 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(FY26)\_02.02.26

amended and is further amended herein, said Budget as approved and adopted by Ordinance No. 2025-174, 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



FUND	DIVISION	DEPT	FUND/	ACCOUNT	ACCOUNT	INCREASE/	
NAME	NAME	NAME	NUMBER	NUMBER	CATEGORY	(DECREASE)	EXPLANATION
General Fund	Public Safety	Investigations	13530	7009	FICA	78	
General Fund	Public Safety	Investigations	13530	7011	Medicare	19	For salary adjustment
General Fund	Public Safety	Investigations	13530	7015	TMRS - Retirement	228	
General Fund	Public Safety	Investigations	13530	7019	Worker's Comp	3	
General Fund	Public Safety	Support	13540	7001	Salaries - Regular	1,199	
General Fund	Public Safety	Support	13540	7009	FICA	75	For salary adjustment
General Fund	Public Safety	Support	13540	7011	Medicare	18	
General Fund	Public Safety	Support	13540	7015	TMRS - Retirement	218	
General Fund	Public Safety	Support	13540	7019	Worker's Comp	3	
General Fund	Leisure Services	Parks	15100	7205	Maintenance Materials	30,000	Landscaping restoration at City Hall
General Fund	Leisure Services	Parks	15100	7205	Maintenance Materials	30,000	Drainage repair at City Hall and improvements at Southmore Ave Park
General Fund	Leisure Services	Parks	15100	7905	Impr Other than Bldgs	130,940	
General Fund	Leisure Services	Golf Course	15400	7107	Professional Services	3,500	
General Fund	Leisure Services	Golf Course	15400	7211	Food & Food Supplies	(3,500)	Staking of easement at Golf Course
General Fund	Leisure Services	Civic Center Operations	15610	7001	Salaries - Regular	16,577	
General Fund	Leisure Services	Civic Center Operations	15610	7009	FICA	1,028	
General Fund	Leisure Services	Civic Center Operations	15610	7011	Medicare	241	Fund position changes
General Fund	Leisure Services	Civic Center Operations	15610	7015	TMRS - Retirement	3,013	
General Fund	Leisure Services	Civic Center Operations	15610	7019	Worker's Comp	30	
General Fund	Leisure Services	Library - Admin Services	17110	7107	Professional Services	18,720	Internet services
General Fund	Leisure Services	Library - Admin Services	17110	7210	Computer Hardware	90,000	Public computer replacements
General Fund	General Govt	Other Charges	11800	741501	Budget Contingency	(675,681)	
General Fund	General Fund	Other Charges	11800	7107	Professional Services	(183,223)	Cover additional expenses
<b>General Fund - Subtotals</b>							
<b>Revenue Increase/(Decrease)</b>						<b>0</b>	
<b>Expenditures Increase/(Decrease)</b>						<b>0</b>	
<b>Fund Balance</b>						<b>0</b>	
<b>System Fund</b>							
System Fund	Public Works	WW Maintenance	30400	7001	Salaries - Regular	39,749	
System Fund	Public Works	WW Maintenance	30400	7009	FICA	2,465	
System Fund	Public Works	WW Maintenance	30400	7011	Medicare	577	Fund position missed during budget process
System Fund	Public Works	WW Maintenance	30400	7015	TMRS - Retirement	7,227	
System Fund	Public Works	WW Maintenance	30400	7017	Group Insurance	15,360	
System Fund	Public Works	WW Maintenance	30400	7019	Worker's Comp	855	
System Fund	Public Works	Water Billing	30700	7239	Meter Service Connections	45,000	
System Fund	Public Works	Water Billing	30700	7921	Computers	(20,000)	Purchase of MILs for maintenance
System Fund	Public Works	Water Billing	30700	7925	Other Equipment	(25,000)	
System Fund	Public Works	Other Charges	30900	741501	Budget Contingency	(66,233)	Cover additional expenses
<b>System Fund Sub-Totals</b>							
<b>Revenue Increase/(Decrease)</b>						<b>0</b>	
<b>Expenditures Increase/(Decrease)</b>						<b>0</b>	
<b>Retained Earnings</b>						<b>0</b>	

FUND NAME	DIVISION NAME	DEPT NAME	FUND/DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT CATEGORY	INCREASE/ (DECREASE) AMOUNT	EXPLANATION
Maintenance Fund	Maintenance	Information Services	20115	7207	Minor Equip & Tools	50,000	
Maintenance Fund	Maintenance	Information Services	20115	7921	Computers	(50,000)	Phone updates
Maintenance Fund	Maintenance	Warehouse	20200	7001	Salaries - Regular	3,917	
Maintenance Fund	Maintenance	Warehouse	20200	7009	FICA	243	
Maintenance Fund	Maintenance	Warehouse	20200	7011	Medicare	57	For salary adjustment
Maintenance Fund	Maintenance	Warehouse	20200	7015	TMRS - Retirement	713	
Maintenance Fund	Maintenance	Warehouse	20200	7019	Worker's Comp	179	
Maintenance Fund	Maintenance	Warehouse	20300	7001	Salaries - Regular	61,588	
Maintenance Fund	Maintenance	Fleet	20300	7009	FICA	3,819	
Maintenance Fund	Maintenance	Fleet	20300	7011	Medicare	894	
Maintenance Fund	Maintenance	Fleet	20300	7015	TMRS - Retirement	11,197	To fund new position and salary adjustments
Maintenance Fund	Maintenance	Fleet	20300	7017	Group Insurance	15,360	
Maintenance Fund	Maintenance	Fleet	20300	7019	Worker's Comp	2,810	
Maintenance Fund	Maintenance	Fleet	20300	7103	Bldg & Equip Maint	300,000	Large repairs
Maintenance Fund	Maintenance	Building & Equipment	20410	7001	Salaries - Regular	2,920	
Maintenance Fund	Maintenance	Building & Equipment	20410	7009	FICA	182	
Maintenance Fund	Maintenance	Building & Equipment	20410	7011	Medicare	43	
Maintenance Fund	Maintenance	Building & Equipment	20410	7015	TMRS - Retirement	531	For salary adjustments
Maintenance Fund	Maintenance	Building & Equipment	20410	7019	Worker's Comp	134	
Maintenance Fund	Maintenance	Building & Equipment	20420	7001	Salaries - Regular	1,120	
Maintenance Fund	Maintenance	Janitorial	20420	7009	FICA	70	
Maintenance Fund	Maintenance	Janitorial	20420	7011	Medicare	17	
Maintenance Fund	Maintenance	Janitorial	20420	7015	TMRS - Retirement	204	For salary adjustment
Maintenance Fund	Maintenance	Janitorial	20420	7019	Worker's Comp	52	
Maintenance Fund	Maintenance	Mail Room	20500	7101	Rentals	5,000	Pitney Bowes rental increase
Maintenance Fund	Maintenance	Mail Room	20500	7107	Professional Services	1,800	Post Office pick up fee
Maintenance Fund	Maintenance	Electrical	20430	7001	Salaries - Regular	(106,050)	
Maintenance Fund	Maintenance	Other Charges	20600	7415	Contingency	(306,800)	Cover additional expenses
Maintenance Fund Sub-totals						0	
Expenditures Increase/(Decrease)						0	
Retained Earnings						0	
FEMA HMGP Reserve	FEMA HMGP Grant	FEMA HMGP Grant	931	33180	Fund Balance	(4,500,000)	Transfer FEMA HMGP Reserve funds into General CIP Fund for various projects
FEMA HMGP Reserve	FEMA HMGP Grant	FEMA HMGP Grant	931	9190	General CIP Fund	4,500,000	
General CIP Fund	General CIP Fund	General CIP Fund	190	6931	FEMA HMGP Reserve	4,500,000	
General CIP Fund 190 - Sub-total						0	
Revenue Increase/(Decrease)						4,500,000	
Expenditures Increase/(Decrease)						4,500,000	
Fund Balance						4,500,000	

FY 2026 OPERATING BUDGET  
 PROPOSED BUDGET AMENDMENT - #1

*Position Requests:*

Action Required	Dept Number	Dept Name	Class	Position Number	Grade	Position Title	Comment
Create	13370	EMS	1773	1	E07	EMS Chief	To assist in creation of EMS Department
Create	13370	EMS	2050	1	N09	Inspector IV	

2-17-26  
Agenda

AGENDA REQUEST

ORDINANCE     RESOLUTION

2B NO: 2026-

CAPTION:

A contract to purchase Compressed Natural Gas (CNG) fuel from Freedom Fuel LTD.

RECOMMENDATIONS & JUSTIFICATION:

Staff Recommends a contract to purchase Compressed Natural Gas (CNG) fuel from Freedom Fuel LTD utilizing Freedom CNG proprietary fuel cards. The City operates a fleet of Sanitation vehicles that run exclusively on Compressed Natural Gas. This contract ensures the uninterrupted delivery of fuel necessary for daily Garbage pickup operations.

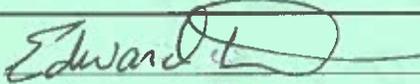
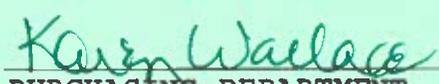
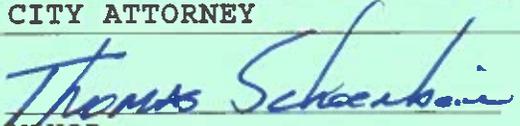
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

	<b>COUNCIL ACTION</b>	
DATE: <u>1/29/2026</u> REQUESTING PARTY (Edward Duron)	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED: _____	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 1/29/2026

AMOUNT: \$60,000.00 Estimated Annually

DEPARTMENT NO: 20300

ACCOUNT NO. 7237

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

CNG Fuel

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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.



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Lindsay Koskiniemi  
City Controller

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

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and Freedom Fuel DLG, LLC, dba Freedom Fuel LTD and Freedom Fuel CNG, for the purchase of Compressed Natural Gas (CNG) fuel for a total appropriation of \$60,000.00 estimated annually.

WHEREAS, staff recommends a contract to purchase Compressed Natural Gas (CNG) fuel from Freedom Fuel DLG, LLC utilizing Freedom CNG proprietary fuel cards; and

WHEREAS, the City operates a fleet of Sanitation vehicles that run exclusively on Compressed Natural Gas; and

WHEREAS, this contract ensures the uninterrupted delivery of fuel necessary for daily Garbage pickup operations; 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 Freedom Fuel DLG, LLC, for the purchase of Compressed Natural Gas (CNG) fuel utilizing Freedom CNG proprietary fuel cards for a total

appropriation of Sixty Thousand Dollars and 00/100 (\$60,000.00) 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 Account No. 20300-7237 in the amount of Sixty Thousand Dollars and 00/100 (\$60,000.00) 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

ORDINANCE NO. \_\_\_\_\_

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), Freedom Fuel DLG, LLC, dba Freedom Fuel LTD and Freedom Fuel CNG (the "Contractor"), with corporate office at 24 Greenway Plaza, Suite #445, Houston, Texas 77046. In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Each of the parties hereto agrees to carry out and perform each and all of the provisions upon its part to be performed during the term of this Agreement, which shall commence on or about the date of final approval by the City Council and terminate five years thereafter. The parties may by written agreement enter into two one-year extensions of this Contract, with terms and conditions to remain unchanged. Any such extension(s) shall be agreed to in writing no less than thirty days prior to the expiration of the then current term or extension period.

**EXHIBIT "A"**

II.

Contractor agrees to supply City with Compressed Natural Gas (CNG) fuel for the City's fleet operations, to be purchased utilizing Freedom CNG proprietary fuel cards, which shall be provided by Contractor to City for the purpose of ensuring accurate tracking and cost management.

III.

City agrees to pay Contractor for CNG fuel received under this Contract in accordance with the terms as set out herein. The base fuel cost is factored on the Houston Ship Channel Pricing of Natural Gas nominated by the fifth working day each month with a conversion factor of 7.74. By way of example:

\$3.10 per MMBTU, ( $\$3.10/7.74 = \$0.40$ )	
Base Fuel Price	\$0.40
Compression Utility Costs	\$0.12
Compression Facility Charges	\$1.08
Total Price per GGE	\$1.60

City shall make payment for all undisputed invoices within forty-five days from the receipt of a valid invoice. Contractor agrees that no late fees, charges or other late payment penalties are to be imposed against City by Contractor or resulting from the use of Contractor's fuel cards and Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any such late fees, charges or other late payment

penalties; any interest accrued for late payments shall comply with the provisions of the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

IV.

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

V.

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

VI.

This Contract and the obligations of the Parties hereunder shall be governed by the laws of the State of Texas. Any disputes arising from or related to the performance of the Contract, use of the fuel cards or the terms of this Agreement shall be brought before a court of competent jurisdiction in Harris County, Texas.

VII.

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, as applicable.

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

THE CITY OF PASADENA, TEXAS

\_\_\_\_\_  
THOMAS SCHOENBEIN, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

THE STATE OF TEXAS           §

COUNTY OF HARRIS           §

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

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

My Commission expires:

ATTEST:

FREEDOM FUEL DLG, LLC

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_ day  
of \_\_\_\_\_, 2026 by \_\_\_\_\_, the  
\_\_\_\_\_ of FREEDOM FUEL DLG, LLC, a limited  
liability corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC AND FOR  
THE STATE OF TEXAS

Name: \_\_\_\_\_

My Commission expires:

2-17-26  
Agenda

AGENDA REQUEST

ORDINANCE     RESOLUTION

20

NO: 2026-

CAPTION:

Authorize a contract with Allsource Enterprises, LLC dba Safe Industries for the repair, maintenance, and parts for Fire Service Apparatus Vehicles.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends a contract with Allsource Enterprises, LLC dba Safe Industries for the as-needed repair, maintenance, and parts for Fire Service Apparatus Vehicles.

This purchase utilizes BuyBoard Contract #746-24, which satisfies all Texas state bid statutes. The agreement term runs concurrently with the Buyboard contract through September 30, 2027, including any authorized renewals or extensions.

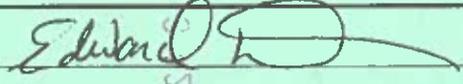
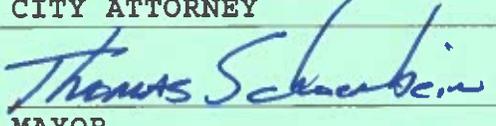
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

	COUNCIL ACTION	
 DATE: 1/29/2026 REQUESTING PARTY (Edward Duron)	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED: _____	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 2/2/2026

AMOUNT: \$ 300,000.00

DEPARTMENT NO: 20300

ACCOUNT NO. 7103

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Repair, maintenance, and parts of Fire Service Apparatus Vehicles

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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 authorizing and approving a contract between the City of Pasadena, Texas and Allsource Enterprises, LLC dba Safe Industries (Allsource Enterprises) for as-needed repair, maintenance, and parts service for Fire Service Apparatus Vehicles for the City of Pasadena.

WHEREAS, staff recommends a contract with Allsource Enterprises for as-needed repair, maintenance, and parts for Fire Service Apparatus Vehicles; and

WHEREAS, this purchase utilizes BuyBoard Contract #746-24, which satisfies all Texas state bid statutes; and

WHEREAS, this agreement term runs concurrently with the BuyBoard contract through September 30, 2027, including any authorized renewals or extensions; NOW, THEREFORE,

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

SECTION 1. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Allsource Enterprises for as-needed repair, maintenance, and parts for Fire Service Apparatus Vehicles for the City of Pasadena, beginning on or about the date of final City Council approval, according to specifications and bid/proposal received pursuant thereto, as set forth in BuyBoard Contract #746-24 of Allsource Enterprises, is hereby authorized and approved.

SECTION 2. That there is hereby appropriated out of Account No. 20300-7103 the amount of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) for this purpose; 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 City Council finds that such contract is reasonable and necessary, and 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.

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

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, A. D., 2026.

\_\_\_\_\_  
THOMAS SCHOENBEIN, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

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

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, A. D., 2026.

\_\_\_\_\_  
THOMAS SCHOENBEIN, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

ORDINANCE NO. \_\_\_\_\_

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Allsource Enterprises, LLC dba Safe Industries (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: BuyBoard contract #746-24 for as-needed repair, maintenance, and parts service for Fire Service Apparatus Vehicles for the City of Pasadena beginning on or about the date of final City Council approval, according to specifications as set forth in BuyBoard Contract #746-24, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver as-needed repair, maintenance, and parts service for Fire Service

Apparatus Vehicles to the City according to the specifications and formal proposal made part of the BuyBoard agreement.

III.

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

IV.

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

V.

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

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

THE CITY OF PASADENA, TEXAS

\_\_\_\_\_  
THOMAS SCHOENBEIN, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Name: \_\_\_\_\_

My Commission expires:

ATTEST:

ALLSOURCE ENTERPRISES, LLC DBA  
SAFE INDUSTRIES

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

THE STATE OF SOUTH CAROLINA §

COUNTY OF PICKENS §

This instrument was acknowledged before me on the \_\_\_\_  
day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the  
\_\_\_\_\_ of ALLSOURCE ENTERPRISES, LLC DBA  
SAFE INDUSTRIES, a \_\_\_\_\_ corporation, on behalf of  
said corporation.

\_\_\_\_\_  
NOTARY PUBLIC AND FOR  
THE STATE OF SOUTH CAROLINA  
Name: \_\_\_\_\_

My Commission expires:

August 15, 2025

**Sent via email to: [mmartin@safeindustries.com](mailto:mmartin@safeindustries.com)**

Meredith Martin  
Allsource Enterprises of Texas LLC dba Safe Industries  
5031 Hwy 153  
Easley SC 29642

Re: Fire Service Apparatus Vehicles  
BuyBoard Contract 746-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Fire Service Apparatus Vehicles, Contract 746-24 effective October 1, 2024 through September 30, 2025, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2026.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020



Electronic Delivery

Robert Triche  
Allsource Enterprises, LLC. dba Safe Industries  
5031 Hwy 153  
Easley, SC 29642

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 746-24, Fire Service Apparatus Vehicles

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2024 through September 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 746-24 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

Leigh Clover, Bid Analyst  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021



Electronic Delivery

Robert Triche  
Allsource Enterprises, LLC. dba Safe Industries  
5031 Hwy 153  
Easley, SC 29642

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 746-24, Fire Service Apparatus Vehicles

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2024 through September 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 746-24 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



Leigh Clover, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



August 15, 2025

**Sent via email to: [mmartin@safeindustries.com](mailto:mmartin@safeindustries.com)**

Meredith Martin  
Allsource Enterprises of Texas LLC dba Safe Industries  
5031 Hwy 153  
Easley SC 29642

Re: Fire Service Apparatus Vehicles  
BuyBoard Contract 746-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Fire Service Apparatus Vehicles, Contract 746-24 effective October 1, 2024 through September 30, 2025, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2026.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020



### PROPOSER'S ACCEPTANCE AND AGREEMENT

<b>Proposal Invitation Name</b> Fire Service Apparatus Vehicles	<b>Proposal Due Date/Opening Date and Time</b> April 18, 2024, at 4:00 PM
<b>Proposal Invitation Number</b> 746-24	<b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
<b>Contract Term</b> October 1, 2024, through September 30, 2025, with two possible one-year renewals.	<b>Anticipated Cooperative Board Meeting Date</b> July 2024

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

Allsource Enterprises, LLC. dba Safe Industries

Name of Proposing Company

04/16/2024

Date

5031 HWY 153

Street Address

*Louis Al Willimon*

Signature of Authorized Company Official

Easley, SC 29642

City, State, Zip

Louis Al Willimon

Printed Name of Authorized Company Official

(864) 845-7175

Telephone Number of Authorized Company Official

CEO/President

Position or Title of Authorized Company Official

(864) 845-7176

Fax Number of Authorized Company Official

20-2653111

Federal ID Number

## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page.* Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

### PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** MLM

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## FELONY CONVICTION DISCLOSURE

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

*Please check (✓) one of the following:*

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Initial: MLM

## RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.  
 I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Allsource Enterprises, LLC.</u>	<u>5031 HWY 153</u>	
Company Name	Address	
<u>Easley</u>	<u>SC</u>	<u>29642</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes     No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes     No

Initial: MLM

## NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: MLM

## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

- My company has **NOT** been certified as a HUB.

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

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Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

**Initial:** MLM

## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: MLM

## DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

BuyBoard accepted deviations.  
Melonie Perry, Contract  
Admin.

- No;** Deviations  
 **Yes;** Deviations

List and fully explain any deviations you are submitting:

All 2-Door Commercial Chassis units will have 2 seats with a center console ILO a bench seat.

Item 2 - VM8 Pumpers have been provide with 1000 gallon tank ILO 750

Item 3 - FES Diamondback units has been provided with a 2000 gallon tanks ILO 1500

Item 3 - FES Diamondback units include 93 Cu Ft storage IPO 100 Cu Ft

Item 3 - Fire Master units have been provided with 2000 gallon tanks IPO 1500

Item 3 - Fire Master units include 96 Cu Ft of storage IPO 100 Cu Ft

Item 4 - FES Tanker has been provided with a 3000 gallon tank IPO 2500

Item 4 - FES Tanker includes 93 Cu Ft storage IPO POS 100 Cu Ft

Item 4 - Fire Master units have been provided with 3000 gallon tanks IPO 1500

Item 4 - Fire Master units include 96 Cu Ft of storage IPO 100 Cu Ft

Initial: MLM

## VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: MLM

## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)

Initial: MLM

**B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

**NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

**YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: MLM

## EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**YES**, I agree.

**NO**, I do not agree.

### 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

**YES**, I agree.

**NO**, I do not agree.

**Initial:** MLM

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**YES**, I agree.  **NO**, I do not agree.

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### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). 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 public work, to give up any part of the compensation to which he or she is otherwise entitled.

**YES**, I agree.  **NO**, I do not agree.

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### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and 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 40 USC 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**YES**, I agree.  **NO**, I do not agree.

**Initial:** MLM

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**YES**, I agree.  **NO**, I do not agree.

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**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**YES**, I agree.  **NO**, I do not agree.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**YES**, I agree.  **NO**, I do not agree.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**YES**, I agree.  **NO**, I do not agree.

**Initial:** MLM

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. 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.

**YES**, I agree.  **NO**, I do not agree.

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**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

**YES**, I agree.  **NO**, I do not agree.

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**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

**YES**, I agree.  **NO**, I do not agree.

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**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

**YES**, I agree.  **NO**, I do not agree.

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**14. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**YES**, I agree.  **NO**, I do not agree.

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**Initial:** MLM



## COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

**Allsource Enterprises. LLC.**

Company Name

*Louis Al Willimon*

Signature of Authorized Company Official

**Louis Al Willimon**

Printed Name and Title

**CEO/President**

Date

## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

### INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

### VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

#### Name of Proposing Company:

Allsource Enterprises, LLC. dba Safe Industries

*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**     Individual/Sole Proprietor     Corporation     Limited Liability Company     Partnership  
 Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): South Carolina

**Federal Employer Identification Number:** 20-2653111

*(Vendor must include a completed IRS W-9 form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

(864) 845-7175

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Allsource Enterprises of Texas LLC**

2 Business name/disregarded entity name, if different from above  
**Safe Industries**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**4553 Aldine Bender Road**

6 City, state, and ZIP code  
**Houston, TX 77032**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

9	9	-	1	3	8	9	4	6	0
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ *Austyn Fletcher*    Date ▶ *02-28-2024*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## VENDOR CONTACT INFORMATION

*Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).*

### FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 16,000,000.00. (The period of the 12-month period is 01/2023 / 12/2023). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)	Y	Yes - Five Years	Firetrucks, Ambulances
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	Yes - Nine Years	Fire Trucks, Ambulances, Emergency Equipment
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y	NCSA, NASPO, SAVVIK	Fire Trucks, Ambulances

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

#### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0

Proposed Discount (%): 0

Explanation: \_\_\_\_\_



### GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Asheville	- Jakob Klodt	- (828) 777-7580	- jklodt@ashevillenc.gov	- 7%	- Twelve
2.	Town of Leland	- Chief Ronnie Hayes	- (910) 367-2388	- RHayes@townofleland	- 7%	- Five
3.	City of Hardeeville	- John Boyle	(843) 784-2231-	jboyle@hardeevillesc.gov	- 9%	- Four
4.	City of Texas City	- Chief David Zacherl	- (409) 643-5700	dzachery@texascitytx.gov	-	- Eight
5.	Crosby VFD	- Chief Alan Kulak	- (281) 932-1465	akkulak@comcast.net	-	- Ten

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? YES  NO  If YES, please explain:

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### COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

## Executive Summary

### Overview

Allsource Enterprises, LLC. is a veteran owned, small business that focuses on providing the highest quality of safety equipment for our fire, police, and industrial customers at the lowest cost while also providing excellence in customer service. We have created strong partnerships with our vendors to ensure our customers receive the best products. With over 120 employees we are well equipped and capable of handling your needs set forth in this RFP. We are honored to be part of REV Group Inc as a certified dealer for E-One, Ferrara, and KME Fire Apparatus.

Louis "Al" Willimon, owner of Allsource Enterprises, LLC. dba Safe Industries is originally from Pickens, South Carolina. At the age of 20, he began serving as a Volunteer Firefighter in Anderson County and attended Clemson University. After attending Clemson, Al served nine years in the United States Army, three of those years being active duty. In 1998, he began his career as a full-time firefighter at the City of Simpsonville's Fire Department.

While serving as a full-time Firefighter, he also attended Paramedic school at Greenville Technical College where he earned his National Registry of Emergency Medical Technicians Paramedic Degree. During his time serving the community as a First Responder, he found his passion for taking care of the needs of all First Responders' Departments and founded Allsource Enterprises, LLC. dba Safe Industries in 2005.

In 2013, Al Willimon purchased G & G Metal Fabrication out of Sumter, South Carolina. Now known as Fire Plus, LLC. dba Fire Equipment Sales and Services (FES), FES is a second stage manufacturer of commercial fire apparatus. FES specializes in the design and fabrication of custom-built fire apparatus bodies. FES's 35,000 square foot facility is fully equipped with a metal fabrication and welding shop, electrical and plumbing shop, paint booths and in-house graphics.

BST Firetrucks and Emergency Vehicle Service Center was acquired by Safe Industries in 2020. Located at 3150 NW Park Drive, Knoxville, TN 37921, our Knoxville full service facility conducts apparatus modifications, fabrication, collision repairs, pump repairs, NFPA pump and inspections tests and a wide range of diagnostic testing.

In June of 2023, Al Willimon purchase Southern Emergency Consultants, LLC. out of Roanoke, Alabama. SEC is located at 2202 County Road 91, Roanoke, AL 36274 and is a Horton and Wheeled Coach Ambulance dealer in the state of Alabama. SEC is also an approved vendor on SAVVIK Buying Group for Ambulance Remounts and Refurbishments.

January 1, 2024, Al Willimon purchased C&C Fire Apparatus out of Oakboro, NC. Now a part of Allsource Enterprises, our 7,200 square foot facility located at 18430 Newsom Rd., Oakboro, NC 28129, is a full service shop featuring five (5) drive thru service bays fitting up to a total of seven (7) trucks as well as office space.

February 1, 2024 Mr. Willimon also purchase Lonestar Emergency Group, LLC. out of Houston, Texas.

Our service and warranty policies, from loose equipment to fire apparatus, ensure that customers are satisfied after the sale is complete. Manufacturer and Dealer financials are available upon request.

## Executive Summary

### Company Facilities

Safe Industries has company owned service vehicles that will be available 24 hours a day, seven days a week to respond to customer needs. The Service Vehicles will be operated by full time EVT Certified Technicians.

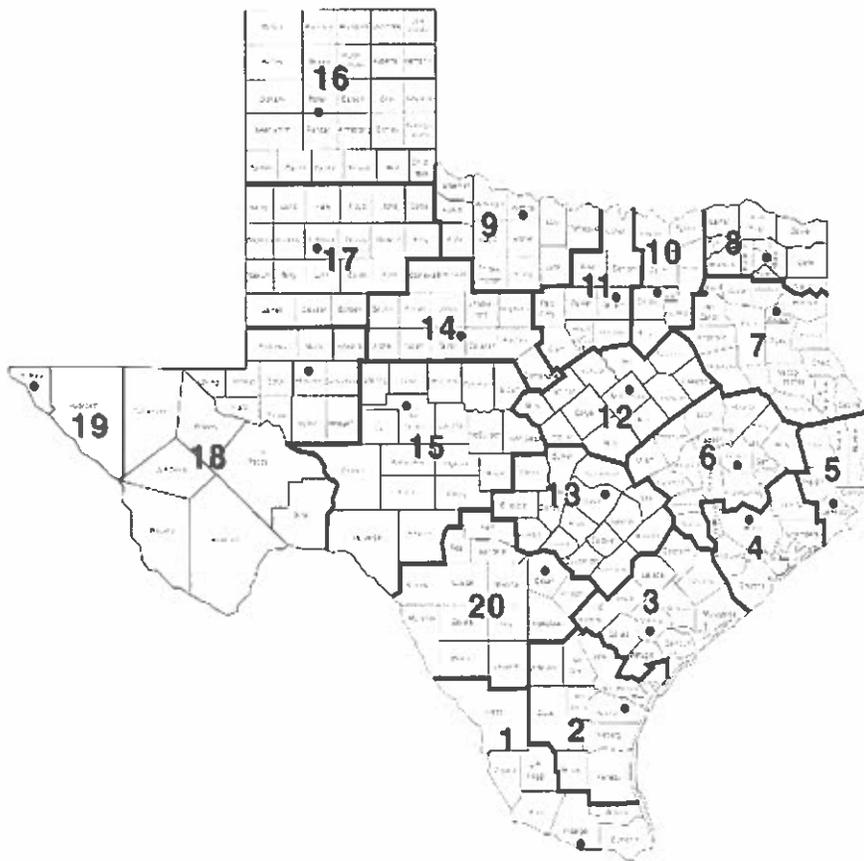
- Safe Industries' head quarters facility is located in Easley, SC
- A 36,000 square-foot facility in Piedmont, S.C., featuring six (6) service bays and four (4) earth lifts.
- A 35,000 square-foot facility in Sumter, S.C., featuring four (4) service bays and equipment including precision water jet cutter, paint booth, welders and plasma cutters
- A 12,000 square foot facility in Knoxville, TN, featuring six (6) service bays
- Our 20,000 square foot facility in Nashville located at 1122 Lebanon Pike, Nashville, TN 37210 features five (5) service bays fitting up to a total of ten (10) trucks
- 7,200 square foot facility in Oakboro, NC. Located at 18430 Newsom Rd., Oakboro, NC 28129, is a full service shop featuring five (5) drive thru service bays fitting up to a total of seven (7) trucks
- A 30,000 square foot facility located at 4533 Aldine Bender, Houston, Texas 77032 with fifteen (15) service bays
- A 23,000 square foot facility located at 1327 East Belt Line Road, Wilmer, Texas 75172 with ten (10) service bays
- All centers are staffed with qualified, dependable service technicians with the majority holding ASE and/or EVT certifications.
- All four offer on-site and mobile testing, training and maintenance.
- Safe Industries offers:
  - Full Apparatus Service
  - Mobile Pump Testing
  - Fluid Analysis
  - Fluid System Service
  - Full-Service Preventative Maintenance Plans
  - Pump Preventative Maintenance Plans
  - Pump and Valve Rebuilds
  - Custom Multi-Year Service Programs
  - Rescue System Preventative Maintenance Programs
  - 3rd Party Ground Ladder Testing
  - 3rd Party Aerial Ladder Testing

## TEXAS REGIONAL SERVICE DESIGNATION

*This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).*

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

### Regional Education Service Centers



#### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

## STATE SERVICE DESIGNATION

*This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).*

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama  
Alaska  
Arizona  
Arkansas  
California (Public Contract Code 20118 & 20652)  
Colorado  
Connecticut  
Delaware  
District of Columbia  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri

Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming

## NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**Allsource Enterprises, LLC.**

Name of Vendor

**746-24**

Proposal Invitation Number

*Louis Al Willimon*

Signature of Authorized Company Official

**Louis Al Willimon**

Printed Name of Authorized Company Official

**04/16/2024**

Date

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Easley, SC	William Gray	5031 HWY 153, Easley, SC 29642 (570) 249-0324 WGray@safeindustries.com
Nashville, TN	William Gray	1122 Lebanon Pike, Nashville, TN 37210 (570) 249-0324 WGray@safeindustries.com
Oakboro, NC	Tripp Crosby	18430 Newsome Rd. Oakboro, NC 28129 (704) 361-3336 TrippCrosby@safeindustries.com
Houston, TX	David Bessolo	4553 Aldine Bender Rd. Houston, TX 77032 (281) 706-1354 DavidBessolo@safeindustries.com



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

\_\_\_\_\_  
Designated Dealer Name

\_\_\_\_\_  
Designated Dealer Contact Person

\_\_\_\_\_  
Designated Dealer Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Designated Dealer Tax ID Number\* (**\*attach W-9**)



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Date of business organization April 1, 2005

No our company is not currently for sale.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Safe Industries has company owned service vehicles that will be available 24 hours a day, seven days a week to respond to customer needs. The Service Vehicles will be operated by full time EVT Certified Technicians.

Safe Industries' head quarters facility is located in Easley, SC . 36,000 square-foot facility in Piedmont, S.C., featuring six service bays and four earth lifts.

A 30,000 square-foot facility in Sumter, S.C., featuring four service bays and equipment including precision water jet cutter, paint booth, welders and plasma cutters.  
A 12,000 square foot facility in Knoxville, TN, featuring six service bays.

Our 30,000 square foot facility in Houston located at 4553 Aldine Bender Rd. Houston, TX 77032 features 28'000 sq. ft. of service bays equipped and staffed to provide routine and emergency repairs. Mobile service trucks have been strategically located to provide emergency and routine repair at customers locations.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Safe Industries will advertise Buy Board on social media and at trade shows.



- 4. Describe Proposer’s financial capability to perform the Contract. State or describe the firm’s financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm’s past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

As of March 31, 2024. Allsource Enterprises maintains a \$20M inventory of vehicles and service parts to fully support its clients with sales, service and warranties necessary to meet any fire vehicle or fire equipment needs. In 2023, Allsource experienced business growth exceeding 20% YOY, and maintains a positive credit rating with all vendors and suppliers. Allsource has been in business for almost 20 years serving SC, NC, TN, AL, GA and TX. As per Texas law, Allsource maintains a surety bond of \$50,000. Allsource also maintains comprehensive insurance coverage for its operations, including \$1M commercial liability, \$3M in garage liability, \$2.5M in auto liability, and workers compensation of \$1M. Neither the firm nor its owners have been a debtor party to a bankruptcy, receivership or insolvency presently or in the last 7 year period.

- 5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Allsource Enterprises, LLC has no outstanding financial judgements, and is currently in good standing with all loans and financing agreements.

- 6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

NA

- 7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm’s past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

NA



## VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

*Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.*

*By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.*

**NAME OF VENDOR:** Allsource Enterprises, LLC. dba Safe Industries

Louis Al Willimon  
**Signature of Vendor Authorized Representative**

**Printed Name:** Louis Al Willimon

**Title:** CEO/President

**Date:** 04/16/2024

*(For Cooperative Administrator Use Only)*

**Approved by BuyBoard Administrator:** \_\_\_\_\_

**Effective/Start Date for Self-Reporting:** \_\_\_\_\_

## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Reviewed/Completed: **Proposer's Acceptance and Agreement**

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- Reviewed/Completed: **Proposal Specifications, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas or other state Department of Motor Vehicles, Applicable Dealer License, and Vehicle Options List with discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.**

## PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

**PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

**PROPOSAL NOTE 3:** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 4:** All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

### **Section I: Commercial Class "A" Pumpers and Tankers**

1. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
2. **2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
3. **2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
4. **2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
5. **4-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
6. **4-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)

### **Section II: Custom Cab Class "A" Pumpers and Tankers**

7. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
8. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
9. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
10. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

11. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
12. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
13. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
14. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
15. **Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

### **Section III: Aerial Ladder and Aerial Platform Devices**

16. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
17. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
18. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
19. **Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
20. **Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
21. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
22. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

23. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
24. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
25. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
26. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

#### **Section IV: Rescue Vehicles, Non-Walk-In Style**

27. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
28. **4-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
29. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof** - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
30. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
31. **2-Dr. Cab, 60" Cab to Axle, A/C** - Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)
32. **2-Dr. Cab, 84" Cab to Axle, A/C** - Non-Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)

### **Section V: Rescue Vehicles, Walk-In Style**

33. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)
34. **4-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
35. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
36. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
37. **2-Dr. Cab, 84" cab to axle, A/C** - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
38. **2-Dr. Cab, 170" cab to axle, A/C** - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

### **Section VI: Quick Attack and Brush Type Vehicles**

39. **2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
40. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
41. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
42. **2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
43. **4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

44. **2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)
45. **2-Dr. Cab, 4x2, 300 HP Automatic, A/C** - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

#### **Section VII: OPTIONS AND EQUIPMENT**

46. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
47. Discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
48. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
49. Discount (%) off **Extended Service Maintenance Agreements**.
50. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory ambulance and upfitting vehicles).

#### **Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service**

51. **Not to Exceed** Hourly Labor Rate for Installation/Repair Service of Fire Service Apparatus Equipment and Products.
52. **Not to Exceed** Hourly Labor Rate for Paint and Body Repair of Fire Service Apparatus.
53. **Not to Exceed** Per Mile Delivery Fee for Fire Service Apparatus.

**5** Section VII: OPTIONS AND EQUIPMENT

**0** Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory ambulance and upfitting vehicles).

**No Bid**

Item Notes: **PROPOSAL NOTE 3:** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

*NOTE:* Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

*No response*

**5** Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service

**1** **Hourly Labor Rate for Installation/Repair Service of Fire Service Apparatus Equipment and Products - Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fire Service Apparatus Equipment and Products.**

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

**5** Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service

**2** **Hourly Labor Rate for Paint and Body Repair of Fire Service Apparatus - Not to Exceed Hourly Labor Rate for Paint and Body Repair of Fire Service Apparatus.**

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

**5** Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service

**3** **Hourly Labor Rate for Per Mile Delivery Fee for Fire Service Apparatus - Not to Exceed Per Mile Delivery Fee for Fire Service Apparatus.**

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

2-17-26  
Agenda

AGENDA REQUEST

ORDINANCE     RESOLUTION

20 NO: 2026-

CAPTION:

Contract extension for Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission to Tartan Oil, formerly Saratoga Rack Marketing.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends the extension of a contract for Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission to Tartan Oil, formerly Saratoga Rack Marketing.

Ordinance 24-027 allows for two (2) one (1) year extensions, this shall be the second and last extension. This contract is used to fuel the city's fleet.

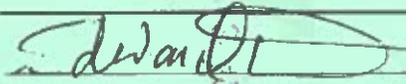
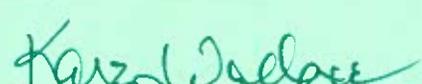
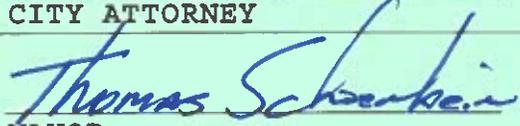
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

 DATE: <u>1/28/2026</u> REQUESTING PARTY (Edward Duron)	COUNCIL ACTION	
	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED: _____	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 1/28/2026

AMOUNT: \$ 1,632,500.00

DEPARTMENT NO: 20300

ACCOUNT NO. 7237

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Unleaded and diesel fuel

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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 authorizing and approving a one year extension of the contract approved by Ordinance No. 2024-027, between the City of Pasadena, Texas and Tartan Oil, formerly Saratoga Rack Marketing, for the purchase of Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission.

WHEREAS, by Ordinance No. 2024-027, the City of Pasadena authorized and approved an annual contract for the purchase of Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission by and between the City of Pasadena, Texas and Saratoga Rack Marketing, now Tartan Oil; and

WHEREAS, the contract provides the option for a one year extension upon the same terms and conditions of the contract originally entered into and Tartan Oil, formerly Saratoga Rack Marketing has agreed to extend, as reflected on Exhibit "A" attached hereto; and

WHEREAS, the City Council wishes to exercise the option to extend the contract for a one year period to commence on or about the date of final City Council approval, upon the same terms and conditions originally entered into; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pasadena, Texas exercises its option to extend the contract authorized and approved by Ordinance No. 2024-027 by and between the City of Pasadena, Texas and Tartan Oil, formerly Saratoga Rack Marketing, for a period of one year commencing on or about the date of final City

Council approval, upon the same terms and conditions of the original contract.

SECTION 2. 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 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 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



## Purchasing Department

Interoffice memorandum

**TO: Edward Duron, Director of Fleet Maintenance Services**

**DATE: January 7, 2026**

**FROM: Cheyenne Keltch, Buyer II**

**SUBJECT: Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission**

It is time to either extend or re-bid the contract Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission This contract has one (1) additional one (1) year extension option remaining under Ordinance **25-019**, due to expire on **February 4, 2026**.

Would you like to:  Extend the contract or  Re-bid it

If you decide to a contract renewal, a letter will be sent to the company to see if they would like to extend at the contracted prices, or if they are requesting an increase.

Please email or fax your response to me, or send it interoffice. Please respond by 1/14/2026. If Purchasing has not received this letter by the date specified, we will proceed with extension procedures.

If you have any questions, please contact the Purchasing Department.

Thanks

Cheyenne Keltch  
City of Pasadena  
Ph: 713-475-7252  
Email: [ckeltch@pasadenatx.gov](mailto:ckeltch@pasadenatx.gov)

Department Signature

**Note:** If you have had any service issues with the current vendor, please attach a copy of the Vendor Performance Report stating the nature of these issues, and whether they were reconciled during the time period.



Date: 1/15/2026

Vendor: Tartan Oil LLC, formerly Saratoga Rack Marketing LLC  
Attn: Josh Epperson

Re: Request to Extend the City of Pasadena's contract for **Unleaded/Diesel Fuel** in accordance with Contract Ordinance No. **24-027**

The City of Pasadena awarded a contract to your firm for the period February 20, 2025 Through February 20, 2026 in accordance with your response to Bid No. **IFB 23-017** . City policy allows for the renewal of contracts if it is deemed to be in the best interest of the City, based on satisfactory service and if it makes good business sense.

The City is considering exercising this renewal option, to be negotiated to the satisfaction of both parties. Please review the attached, note your decision at the bottom of this letter, sign and mail or fax this letter to me no later than **Thursday, January 22, 2026** .

Renewal of this contract is solely at the City's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if re-bidding will best serve the City's interest.

If you have any questions regarding this process, please feel free to call the Purchasing Dept. at (713) 475-5532.

*Cheyenne Keltch*

Cheyenne Keltch, Buyer II.,  
City of Pasadena  
Ph: 713-475-7864  
Email: [Ckeltch@pasadenatx.gov](mailto:Ckeltch@pasadenatx.gov)

\*\*\*\*\*

As an authorized representative of this firm, I: Sherry Thomas, Vice President,

**Note: Please return this document with a Texas Form 1295**

- Agree to a ~~one~~ year contract renewal exact same pricing and terms.
- Agree to a one-year contract renewal with the changes shown on the attached.  
**(Must comply with Section # 43 Contract Renewals, on page 9 of the Bid)**
- Decline to renew the contract for the following reason(s):

Date: 1/21/2026 | 12:33 PM EST

Name: Sherry Thomas, Vice President

Signature: Signed by:  
*Sherry Thomas*  
5B4BCE80F0324E6...

Initial JG Initial AS

1-21-25  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

26 NO: 2025-019

**CAPTION:**

Contract extension for Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission to Tartan Oil, formerly Saratoga Rack Marketing.

**RECOMMENDATIONS & JUSTIFICATION:**

Staff recommends the extension of a contract for Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission to Tartan Oil, formerly Saratoga Rack Marketing.

Ordinance 23-017 allows for two (2) one (1) year extensions, this will be the first. This contract is used to fuel the city's fleet.

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

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

**COUNCIL ACTION**

Allan Teague                      DATE: 1/6/2025  
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

Ybarra

Gwerrero

BUDGET DEPARTMENT

MOTION

MOTION

Karen Wallace

Schoenbein

Dow

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

[Signature]  
CITY ATTORNEY

01-28-25  
DATE

02-04-25  
DATE

[Signature]  
MAYOR

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

## AGENDA REQUEST

ORDINANCE     RESOLUTION

20 NO: 2024-027

**CAPTION:**

Contract for Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission to Saratoga Rack Marketing LLC.

**RECOMMENDATIONS & JUSTIFICATION:**

Staff solicited bids and received 5 responses to 23-017. Staff recommends contract award to Saratoga Rack Marketing who offered the best discounts and met all specifications.

This Contract is to supply the City's fleet of vehicles and equipment with Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emissions (TX Led).

Term of this contract will be for one (1) year and has an option for two (2) one (1) year renewals.

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

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

### COUNCIL ACTION

Allan Teague                      DATE: 1/16/2024  
 REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

\_\_\_\_\_   
 BUDGET DEPARTMENT

Ybarra  
 MOTION

Schoenbein  
 MOTION

Karen Wallace  
 PURCHASING DEPARTMENT

Dow  
 SECOND

Guerrero  
 SECOND

APPROVED:

[Signature]  
 CITY ATTORNEY

02-06-24  
 DATE

02-20-24  
 DATE

[Signature]  
 MAYOR

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

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: January 16, 2024

AMOUNT: \$1,900,000.00

DEPARTMENT NO: 20300

ACCOUNT NO. 7237

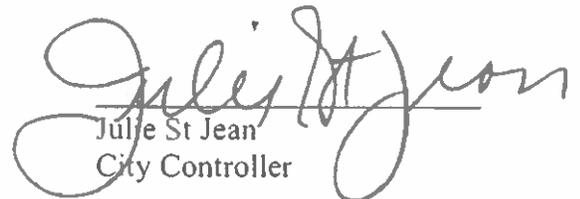
TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Unleaded and diesel fuel

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.

  
Julie St Jean  
City Controller

ORDINANCE NO. 2024-027

An Ordinance authorizing and approving a contract between the City of Pasadena, Texas and Saratoga Rack Marketing LLC for purchase by the City of Pasadena of Fuel, 87% Octane Reformulated Unleaded Gasoline w/10% ethanol and ultra-low Sulphur #2 Diesel/Low Emission.

WHEREAS, Staff solicited bids and received 5 responses to 23-017; and

WHEREAS, Staff recommends contract award to Saratoga Rack Marketing LLC who offered the best discounts and met all specifications; and

WHEREAS, this contract will be for one (1) year with the option of two (2) one (1) year renewals; NOW, THEREFORE,

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

SECTION 1. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Saratoga Rack Marketing LLC for the purchase by the City of Pasadena, Texas of unleaded and diesel fuel for a period of one year beginning on or about the date of final City Council approval, with an option of two, one-year renewals according to specifications as set forth in Notice to Bidders and bid/proposal of Saratoga Rack Marketing LLC received pursuant thereto is hereby authorized and approved.

SECTION 2. That the City Council finds that such contract is reasonable and necessary, and the Mayor of the City of Pasadena,  
KPurchAnn.SaratogaRackMktg-Gasoline24

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

SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of  
Pasadena, Texas in regular meeting in the City Hall this the  
6<sup>th</sup> day of February, A. D., 2024.

APPROVED this the 6<sup>th</sup> day of February, A. D., 2024.

Jeff Wagner  
JEFF WAGNER, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

Amanda F. Mueller  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

APPROVED:

Jay W. Dale  
JAY W. DALE  
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 20<sup>th</sup> day of February, A. D., 2024.

APPROVED this the 20<sup>th</sup> day of February, A. D., 2024.

Jeff Wagner  
JEFF WAGNER, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

Amanda F. Mueller  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

APPROVED:

Jay W. Dale  
JAY W. DALE  
CITY ATTORNEY  
CITY OF PASADENA, TEXAS

ORDINANCE NO. 2024-027

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this 20<sup>th</sup> day of February, A. D., 2024, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Saratoga Rack Marketing LLC of Knoxville, Tennessee (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of unleaded and diesel fuel for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one-year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract.

**EXHIBIT "A"**

Each of the parties hereto agrees to carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver unleaded and diesel fuel to the City according to the specifications and formal proposal attached hereto.

III.

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

IV.

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

V.

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

VI.

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business

entity's completion of the required Form 1295, Certificate of Interested Parties, as applicable.

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

THE CITY OF PASADENA, TEXAS

*Jeff Wagner*  
JEFF WAGNER, MAYOR  
OF THE CITY OF PASADENA, TEXAS

ATTEST:

*Amanda F. Mueller*  
AMANDA F. MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

APPROVED:

*Jay W. Dale*  
JAY W. DALE  
CITY ATTORNEY  
CITY OF PASADENA, TEXAS

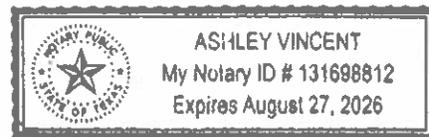
THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 2024 by JEFF WAGNER as MAYOR of the City of Pasadena, Texas.

*Ashley Vincent*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
Name: Ashley Vincent

My Commission expires:



ATTEST:

SARATOGA RACK MARKETING LLC

DocuSigned by:  
*Shawheen Molavi*  
7A8111804E9648D  
SECRETARY

DocuSigned by:  
*Jesus Guerra*  
8027628CEB204DA  
Vice PRESIDENT

THE STATE OF TENNESSEE §

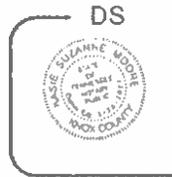
COUNTY OF KNOX §

This instrument was acknowledged before me on the 18th day of March, 2021 by Kasie Moore, the Contract Administrator of SARATOGA RACK MARKETING LLC, a Limited Liability Comapny corporation, on behalf of said corporation.

*Kasie Pearson*  
60276139F120894123

NOTARY PUBLIC AND FOR  
THE STATE OF TENNESSEE  
Name: Kasie Moore

My Commission expires:



DS  
*JE*

DS  
*aca*

**Legal Notice**

**NOTICE TO BIDDERS  
BID NO. 23-017**

The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

**FUEL, 87 OCTANE REFORMULATED UNLEADED GASOLINE w/ 10% ETHANOL  
and ULTRA LOW SULPHUR #2 DIESEL W/ LOW EMISSIONS (TxLED)**

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Tuesday, December 26, 2023** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena TX. 77506. **Bids will be publicly opened and read on Wednesday, December 27, 2023 at 3:00 p.m.** in the Main Conference Room in City Hall.

Invitation for Bids documents may be obtained via the Internet by contacting [DemandStar.com](http://DemandStar.com) or from the City of Pasadena Purchasing Department web page at [www.pasadenatx.gov](http://www.pasadenatx.gov) or by contacting the Purchasing Office at 1149 Ellsworth Dr. Suite 400, Pasadena, Texas, 77506, (713) 920-7938.

Bids may be either mailed or hand delivered to the City Secretary's Office, 1149 Ellsworth Dr. Suite 200, Pasadena, TX 77506. Any bids received after the above stated time will be returned to the bidder unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the City.

**CAUTION:** It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the City Secretary's Office prior to the date and time specified above. Receipt of a bid/proposal in any other City office does not satisfy this requirement.

Published in the Pasadena Citizen & on the City of Pasadena Website

Publish: December 13, 2023 & December 20, 2023

**CITY OF PASADENA  
PURCHASING OFFICE**

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**CITY OF PASADENA  
PURCHASING OFFICE**

**STANDARD PURCHASE DEFINITIONS (IFB)**

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract the UCC definition shall control, unless otherwise defined in the Contract.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
7. Bids are responses to an Invitation for Bids.
8. City means the City of Pasadena, a Texas home-rule municipal corporation.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

**CITY OF PASADENA  
PURCHASING OFFICE**

**GENERAL REQUIREMENTS FOR BIDS**

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena Purchasing Department. General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

**1. TERM CONTRACTS**

The CITY of PASADENA acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

**2. ANTI-LOBBYING PROVISION**

DURING THE PERIOD BETWEEN THE BID MAILING DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S BID.

**3. POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

**4. GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

**5. GOVERNING LAW**

This bid solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

**6. APPLICABLE LAW AND VENUE**

Any agreement resulting from this IFB shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the IFB in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

**7. IMMIGRATION REFORM and CONTROL ACT (IRCA)**

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub.L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

**8. INTERLOCAL PARTICIPATION**

**8.1.** The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider

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attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

- 8.2. In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 8.3. Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.
- 8.4. Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**9. ADDENDA**

When specifications are revised, the CITY of PASADENA Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**10. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**11. NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the CITY of PASADENA to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. The CITY of PASADENA shall act as sole judge in determining equality and acceptability of products offered.

**12. RECYCLED MATERIALS**

CITY of PASADENA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. CITY of PASADENA will be the sole judge in determining product preference application.

**13. INSPECTIONS & TESTING**

City of Pasadena reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

**14. PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**15. BID FORM COMPLETION**

Unless otherwise specified, Bidders must use the bid forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the bidder should sign the Bid Sheet. The contract will be binding only when signed by the CITY of PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.

**16. SCANNED OR RE-TYPED RESPONSE**

If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

**17. BID RETURNS including ALTERNATE BIDS**

Bidder shall return one (1) "ORIGINAL" and one (1) "COPY" of the bid in a sealed envelope or package of comparable

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size. **Please cut out and affix the bid label found on the last page of the IFB to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!**

**Only one Bid per envelope. Alternate Bids shall be in a separate envelope and marked as Alternate Bid.**

Bidders must return all completed bids to:

City of Pasadena  
City Secretary's Office  
1149 Ellsworth Suite 200.  
Pasadena, Texas 77506

by the date and time specified. **Late bids will not be accepted**, and will be returned to Bidders unopened.

**18. SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**19. VARIANCES**

For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

**20. DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**21. AWARD OF CONTRACT**

**21.1. Per Section § 252.043 of the Texas Local Government Code;**

**21.1.1. If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.**

**21.1.2. In determining the best value for the municipality, the municipality may consider:**

- (a) the purchase price;
- (b) the reputation of the bidder and of the bidder's goods or services;
- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the bidder's past relationship with the municipality;
- (f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) any relevant criteria specifically listed in the request for bids or proposals.

**21.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City's sole discretion. For the purpose of evaluation, any item left blank will be deemed "no bid".**

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- 21.3. The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.
- 21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- 21.5. Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- 21.6. Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- 21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

**22. EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The CITY of PASADENA Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**23. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

23.1.1. the lowest bidder; or

23.1.2. the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

23.2. This section does not prohibit a municipality from rejecting all bids.

23.3. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.4. In order to receive consideration, bidders must fill out and submit the Local Bidder's Preference Form.

**24. PROTESTS:**

24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall:

24.2.1. Come from an actual bidder or proposer for the contract, and

24.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

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**24.3.** The Purchasing Manager, having authority to make the final determination, will respond within 10 working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**25. CONTRACT OBLIGATION**

The CITY of PASADENA City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the CITY of PASADENA or the bidders. Department heads are NOT authorized to sign agreements for the CITY of PASADENA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**26. BID DOCUMENTS AND BID EVALUATIONS**

A vendor, as a member of the public may request a copy of the Bid Tabulation that is compiled when the bids are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Local Government Code, Chapter 552. However, the City will not release copies of bids or the bid evaluations until after the contract has been awarded by the City Council.

In accordance with Texas Local Government Code, Chapter 552.104 EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING

(a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

**27. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

**28. FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the CITY of PASADENA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**29. INSURANCE**

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

**30. WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**31. TERMINATION**

The CITY of PASADENA reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

**32. TERMINATION-NOTICE**

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.

**33. INDEMNITY**

**33.1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS,**

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**DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

- 33.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**33.3. PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

**34. PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without a CITY of PASADENA Purchase Order, signed by an authorized agent of the CITY of PASADENA Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.

**35. DELIVERY OF GOODS/SERVICES**

- 35.1. All materials are to be delivered F.O.B.; City of Pasadena designated facility.**
- 35.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.**
- 35.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.**
- 35.4. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to**

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reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

35.5. When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.

**36. MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

**37. TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**38. WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder's expense.

**39. INVOICES AND PAYMENTS**

Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

**40. TAXES**

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.

**41. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

**42. CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the CITY of PASADENA and the bidder.

42.1. No request for a price escalation will be considered for the first year of the contract period. Requests for price escalation at the time of contract renewal may be made under the following conditions:

42.1.1. Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation;

or

42.1.2. Such adjustment shall be based on the latest **NON-PRELIMINARY** 12-Month Percent Change in the Producers Price Index (**Commodities Series ID WPU057104 (Unleaded Gasoline) & WPU057303 (#2 Diesel Fuel)**) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

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**Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If documentation is not provided, a price increase will not be allowed.**

**42.1.3.** The City reserves the right to accept or reject the price increase;

**42.1.4.** In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**43. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS**

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at <http://www.ethics.state.tx.us/forms/CIQ.pdf>

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**SPECIAL CONDITIONS**

1. **SCOPE**  
This specification describes 87 Octane Unleaded Reformulated Gasoline with 10% Ethanol and Ultra-Low Sulphur #2 Diesel with Low Emissions used in Texas to be delivered to the City of Pasadena. Fuel furnished to these specifications shall meet all federal regulations and Texas Commission on Environmental Quality (TCEQ) requirements.
2. **TERM OF CONTRACT**  
The term of this contract will be for one (1) year, with two (2) possible one-year extensions. The extensions must be mutually agreed upon in writing by both parties and any increase/decrease request must conform to Part II – General Requirements for Bids, Item #42 Contract Renewals.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.  
  
The estimated annual value of this contract is shown in Part V – Bid Pricing Sheet; however, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding. The actual order quantities will be dependent on usage and budget availability and purchases will be made as needed.
3. **FUEL PROPOSAL PRICES**  
Fuel proposal prices shall be stated as plus (+) or minus (-) the Oil Price Information Service (OPIS), Pad 3 Report for Houston, Texas Daily Average Rack Prices. Vendor agrees to furnish a pad sheet verifying the Rack Price on delivery date from his supplier with each invoice. The plus or minus (+ or -) factor proposal (mark-up or mark-down) shall remain firm and fixed for each contract period.
4. **QUANTITIES & ANNUAL USAGE**  
Quantities listed are approximate amounts based on normal usage for a one (1) year period. The City of Pasadena will not be obligated to buy exact quantities listed. All orders will be issued on an "as needed" basis.  
  
The City's estimated annual usage for one year is approximately 500,000 gallons of 87 Octane Unleaded Reformulated Gasoline with 10% Ethanol and 150,000 gallons of Ultra-Low Sulphur #2 Diesel with Low Emissions (TXLED).
5. **ORDERS**
  - 5.1. Vendor shall provide a vendor point of contact and a local or toll-free number for the placement of fuel orders.
  - 5.2. Accept telephone orders between 8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding regularly observed federal and state of Texas holidays.
6. **DELIVERY QUANTITIES**  
Estimated delivery quantity is specified on the solicitation.
  - 6.1. Delivery quantity restrictions are not allowed, and a response offered with such restrictions will be disqualified and not be considered for award.
  - 6.2. Fuel is ordered on an as-needed basis. Orders for 87 Octane Unleaded Reformulated Gasoline w/ 10% Ethanol vary from 8,200 to 8,600 gallons and 7,200 to 7,600 for Ultra-Low Sulphur #2 Diesel with Low Emissions (TXLED)
7. **DELIVERY LOADS/LOCATIONS**
  - 7.1. Delivery loads may vary and vendor may be required to split deliveries at different locations. Fuels are to be delivered to storage tanks as directed by the City. Vendor will be responsible for insuring constant availability of fuel and in the event of a fuel shortage, must be capable of providing fuel to the City.
  - 7.2. Additional delivery sites may be designated at the option of the City of Pasadena. The City of Pasadena also reserves the right to delete delivery locations.
8. **FUEL STORAGE TANK CAPACITIES**  
Storage tank capacity and location are as listed below:

**CITY OF PASADENA  
PURCHASING OFFICE**

LOCATION	GASOLINE	DIESEL	HARRIS COUNTY KEY MAP
Maintenance Services 3124 Red Bluff Rd Pasadena, TX 77503	(2) 15,000 Underground (1) 10,000 Underground	(1) 15,000 Underground	537Q

**9. DELIVERIES**

Successful bidder shall be required, upon delivery, to pump all fuel into the City's storage tanks. It is the responsibility of the successful bidder to supply pumps, hoses, or whatever is needed to appropriately pump the fuels into the storage tanks.

**10. DELIVERY RESPONSE TIME: The vendor shall:**

- 10.1. After receipt of verbal order, response time must be within 24 hours. City may require a shorter delivery time.
- 10.2. Deliveries will be accepted 24 hours a day, seven days a week, including regularly observed Federal and state of Texas holidays.
- 10.3. In the event the vendor cannot deliver fuel within the specified time, the City reserves the right to purchase the item(s) on the open market, with any cost in excess of the contract price paid by the vendor
- 10.4. Coordinate delivery with the City. Vendor shall deliver fuel only to a location attended by City personnel.
- 10.5. Provide a delivery ticket for each fuel delivery. The delivery ticket shall indicate the number of gallons delivered into the City tank.
- 10.6. Obtain the signature of the City employee in attendance on the delivery ticket. One copy of the delivery ticket shall be left with the City employee. Failure to provide a delivery ticket with each fuel delivery and failure to obtain City employee signature may be grounds for non-payment of the invoice.

**11. SPILLAGE AND CLEAN-UP**

The vendor shall be responsible for all spillage, which may occur during transit, loading or unloading operations.

- 11.1. The vendor shall immediately report any spillage to the Fleet Maintenance Department and clean-up the spillage within 24 hours of the time of spillage, or other time period as specified by City.
- 11.2. Clean up shall be performed in accordance with EPA and State of Texas guidelines and requirements. Failure to do so will initiate corrective action and charge back to the vendor any costs incurred.
- 11.3. City reserves the right to deny delivery vehicles that are leaking fuel or other hazardous materials access to City property. The vendor will be notified of any denied access and shall make delivery within one (1) working day of notification. If delivery is not accomplished within the time frame specified above, the City reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof.

**12. FUEL VAPOR CONTROL**

Delivery trucks shall at all times comply with current State of Texas and Federal Regulations pertaining to fuel vapor control. Trucks delivering to the City of Pasadena, Harris County, Texas shall comply with TAC, Title 30, §115.221 through §115.239.

**13. SUBCONTRACTORS**

If the vendor requires the services of other persons or companies (subcontractors) in the performance of the contract, the vendor will assure that all subcontractors have the required insurance coverage. The vendor agrees that any claim or demands will be settled by the vendor and agrees to be responsible for settlement with subcontractors.

**14. MATERIAL SAFETY DATA SHEETS**

The successful vendor shall supply the City with a copy of all applicable Material Data Safety Sheets to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200, or the most recent update. For items purchased.

**15. TRANSPORT CHARGES**

All delivery and freight charges are F.O.B. Destination Pasadena, TX, delivered to storage tanks

The fee applies to all petroleum products imported into Texas or withdrawn from a Texas bulk storage facility and delivered into cargo tanks or barges. The fee set by the TCEQ is based upon total net gallons delivered, as shown in this schedule, beginning August 28, 2015:

**16. Load Fees**

**CITY OF PASADENA  
PURCHASING OFFICE**

<b>Gallons Delivered</b>	<b>Fee</b>	
Less than 2,500 net gallons	\$ 1.70	For gasoline deliveries of at least 7,000 but less than 8,000 net gallons (whether single product type or split load), special rules apply:
2,500 but less than 5,000 net gallons	\$ 3.45	
5,000 but less than 8,000 net gallons	\$ 5.45	
8,000 but less than 10,000 net gallons	\$ 6.95	
10,000 or more net gallons, per 5,000 or increment thereof	\$ 3.45	
		<b>17. FEDERAL EXCISE TAXES:</b> City is exempt from federal excise taxes on gasoline and diesel fuel.

16.1 The vendor shall provide diesel fuel that is designated for sale as non-taxable.

16.2 A Federal Excise Tax Exemption Certificate will be furnished to the vendor upon request.

**17 INVOICES**

- 17.1 The City of Pasadena will be invoiced for net gallons delivered. All deliveries shall be accompanied by an original copy of the manifest/Bill of lading reflecting where the bulk fuel is purchased. Attached to each and every invoice shall be a pad sheet showing prices. For example, if the fuel comes from Houston, the fuel pad sheet must show Houston, Texas. The City of Pasadena reserves the right to refuse delivery of any fuel not meeting the City of Pasadena's requirements. All invoices must be accompanied by pad sheets. The vendor may work out another form of supplying pad sheets showing prices, as long as approved by the City of Pasadena Purchasing Office.
- 17.2 Bidder shall detail the sources of fuel that will be provided, including types of gas, source, address, telephone number and brand of gas.
- 17.3 Each shipping document shall show the place and time of loading, and gross and net gallons plus the temperate testing documents. Deliveries without proper documentation will not be allowed to unload. Delivery tickets including temperature testing documentation shall be left at the delivery site.

**18 EMERGENCY FUEL**

In the event of a City of Pasadena, State of Texas or United States declared emergency the awarded vendor shall be required to provide an on-site supply of fuel (gasoline or diesel) upon 24 hr notification from the City of Pasadena Fleet Director.

**CITY OF PASADENA  
PURCHASING OFFICE**

**SPECIFICATIONS**

**1. PRODUCT SPECIFICATIONS**

Fuel identified on the solicitation shall comply with the following corresponding requirements, and shall have the level of detergent additives recommended for engines equipped with fuel injection systems. It is the vendor's responsibility to provide the proper type of fuel applicable to the delivery location.

**1.1. Reformulated Gasoline (RFG):** Also described as oxygenated gasoline:

- 1.1.1. Shall comply with the requirements set forth in the Code of Federal Regulations (CFR) Title 40 Sections 80.41 and 80.45.
- 1.1.2. Vendor shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery, in order to achieve minimum or maximum oxygen content limits specified per federal, state and local environmental requirements.
- 1.1.3. Shall have maximum 1% benzene content.
- 1.1.4. Oxygenate blending shall be accomplished by mechanical mixing, or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the result must meet specifications as mandated to all federal, state and local regulations.
  - 1.1.4.1. The vendor shall provide, upon the City's request, a copy of the product transfer documents (PTD), authenticating the origin of the oxygenated fuel.
  - 1.1.4.2. Vendor failure to provide the PTD to the City, within seven (7) working days of the City's request, may be grounds for contract cancellation without further cause.

**1.2. No. 2 Diesel Fuel, Ultra Low Sulfur (Clear Diesel – Highway Use, 15 PPM, No Visible Evidence of Dye):** Vendor Shall:

- 1.2.1. Meet the requirements of the Texas Administrative Code (TAC) Title 30, Chapter 114, Subchapter H, Division 2, Sections 114.312-114.317 and 114.319, Alternative Emission Reduction Plan 114.318 will be accepted.
- 1.2.2. Comply with the requirements of ASTM D975, latest revision.
- 1.2.3. Comply with the requirements of ASTM D1552, latest revision.
- 1.2.4. Comply with the requirements of ASTM D482, latest revision.
- 1.2.5. Comply with the requirements of SAE J31 3, latest revision.
- 1.2.6. Have a minimum cetane number of 40.
- 1.2.7. Have a maximum .0015 weight percent of sulfur.
- 1.2.8. Have a maximum aromatic content of 35%.
- 1.2.9. The state of Texas \$.20 per gallon motor fuel tax shall apply to clear diesel fuel.
- 1.2.10. If clear taxable diesel fuel is being provided, the vendor is solely responsible for filing and obtaining any applicable Internal Revenue Service (IRS) refund. A refund from the City for such taxes shall not be claimed for purchases made under this contract.

**2. PRODUCT QUALITY**

Fuel supplied under this contract shall be free from contamination and must meet or exceed specifications, including Federal and State of Texas Regulations.

- 2.1. Bidder shall pay for up to two (2) fuel analyses, to be performed at the City of Pasadena's discretion, in order to ensure that fuel meets the City of Pasadena's specifications. The City of Pasadena reserves the right to require additional tests, at any time during the term of the contract, in order to confirm compliance with specifications.
- 2.2. Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.

**CITY OF PASADENA  
PURCHASING OFFICE**

- 2.3. The City or its authorized representative, or both, reserves the right to test fuel quality before, during, and after unloading. The fuel will be rejected should test results show the fuel contains contamination.
- 2.4. The vendor shall be responsible for:
  - 2.4.1. The removal of delivered failed product, using bidder's equipment, at no cost to the City of Pasadena, within 24 hours of notification.
  - 2.4.2. Acceptable fuel shall immediately replace non-compliant fuel, based on the quantity of unsuitable fuel originally delivered to a given location at no charge for the entire shipment
  - 2.4.3. All clean-up required to City property, storage facilities, and equipment as a result of noncompliance with specifications.
  - 2.4.4. Any and all costs incurred by City for any equipment sustaining damage, due to contaminated fuel, delivered by the vendor.
- 2.5. Any aftermarket additive used shall be identified by brand name or trade name, or both. The manufacturer's additive specifications shall be provided to City, upon request. Failure to provide the manufacturer's additive specifications within seven (7) working days of City's request will be grounds for contract cancellation without further cause. An additive, if used, shall comply with EPA regulations, and shall be compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment and which are disallowed by EPA regulations will not be accepted.

**3. TEMPERATURE ADJUSTMENT**

The vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel was unloaded into the transport and must show the correction and adjustment made in gallons delivered to the City in accordance with State of Texas and Federal Guidelines. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

City of Pasadena Purchasing Dept.		Vendor 1		Vendor 5		Vendor 4		Vendor 3		Vendor 2	
Bid Number: 23-017		3L USA, LLC 12235 Robin Blvd., Houston, TX. 77045 PH: 713-434-7600 Email: jbarcelona@3lus.com		Indigo Energy Partners LLC. PO Box 2535 Gainesville GA. 30503-2535 PH: 678-528-9500 Email: Ljones @ndicoenergy.com		Mansfield Oil Company 1025 Airport Parkway SW Gainesville, GA 30501 PH: 800-895-6626 Email: mccbids@mansfieldoil.com		Petroleum Traders Corp. 7120 Pontie Inverness Way Fort Wayne, IN 46804 Email: jvanderpool@petroleumtrade rs.com		Saratoga Rack Marketing LLC 5508 Lonas Dr. Knoxville, TN 3790 PH: 865-474-4335 Email: govbiz@saratogarak.com	
Department: Fleet		1 Day ARO		1 Day ARO		1 Day ARO		1 Day ARO		1 Day ARO	
Opening date: December 26, 2023		Based on Daily OPIS Pad 3 Houston Rack Price (+/-) per gal		Based on Daily OPIS Pad 3 Houston Rack Price (+/-) per gal		Based on Daily OPIS Pad 3 Houston Rack Price (+/-) per gal		Based on Daily OPIS Pad 3 Houston Rack Price (+/-) per gal		Based on Daily OPIS Pad 3 Houston Rack Price (+/-) per gal	
Award to:		\$0.10		-\$0.0255		-\$0.0425		-\$0.0587		-\$0.0691	
Delivery		1 Day ARO		1 Day ARO		1 Day ARO		1 Day ARO		1 Day ARO	
Item No.	Description	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel
1	87 Reformulated Unleaded Gasoline w/ 10% Ethanol	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010	0.0010
2	Ultra Low Sulphur #2 Diesel w/ Low Emissions (TxLED)	0.0019	0.0021	0.00193	0.00214	0.00193	0.00214	0.00193	0.00214	0.00193	0.00214
		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
		\$0.004050	\$0.004050	\$0.003643	\$0.004048	\$0.003643	\$0.004048	\$0.003643	\$0.004048	\$0.004050	\$0.004050
NOTES											
Federal Gas Lust Tax per/Gallon (Leaking Underground Storage Tank)											
Oil Spill Tax per/Gallon											
TX Gas Motor Fuel Tax per/Gallon											
TX Clear Diesel Motor Fuel Tax per/Gallon											
Superfund Tax											
TX: Load Fee 7000 to gal \$6.95 per \$5.45 per load											
NOTE:											
Contact Name for checking orders		John Minnich		Joseph Vanderpool		Crystal Creek		Lauren Korfrey		Jackie Barcelona	
Contact Phone		865-474-2562		888-637-7661		678-450-7964		678-951-7234		832-840-0348	
Contact Fax				260-203-3820		678-450-2242					

# City of Pasadena



PURCHASING OFFICE  
1149 ELLSWORTH DR SUITE 400  
PASADENA, TEXAS 77506  
713-475-5532  
FAX 713-920-7938

ORIGINAL

<b>SUBMIT TO:</b> CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 ELLSWORTH DR SUITE 200 PASADENA, TX 77506		<h2>Invitation for Bids (IFB)</h2>	
<b>MAILING DATE</b> <b>December 14, 2023</b>	<b>TITLE</b> <b>FUEL, 87 OCTANE REFORMULATED UNLEADED GASOLINE w/ 10% ETHANOL and ULTRA LOW SULPHUR #2 DIESEL W/ LOW EMISSIONS (TxLED)</b>	<b>NUMBER</b> <b>23-017</b> <b>BID WRITER</b> <b>Bob Ward,</b> <b>Buyer III</b>	<b>CLOSING DATE &amp; TIME</b> <b>4:00pm CST,</b> <b>Tuesday, December 26, 2023</b>
PRE-BID DATE, TIME AND LOCATION			
<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL</b> Saratoga Rack Marketing LLC		<b>TAXPAYER IDENTIFICATION NUMBER</b> 82-3594510	
<b>MAILING ADDRESS</b> 5508 Lonas Dr. <b>CITY-STATE-ZIP</b> Knoxville, TN 37909		<b>NO BID: If not submitting a bid, state reason below and return one copy of this form</b>	
<b>PH:</b> 865.474.4335		<b>EMAIL:</b> Govbiz@saratogarack.com	
<b>FX:</b> 865.297.9749		<b>WEB ADDRESS:</b> www.saratogarack.com	
<b>TOTAL BID AMOUNT:</b>		<b>Delivery: Calendar days after receipt of Purchase Order:</b> <u>1</u> days (ARO)	
<b>Bids are firm for Acceptance for 90 days</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		<b>Payment Terms:</b> <u>0</u> % , net <u>30</u>	
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p>			
<b>AUTHORIZED SIGNATURE</b>  <small>DocuSigned by: Bill Cashmareck</small>		<b>DATE</b> 1/3/2024   11:22 AM EST	<b>PRINTED NAME/TITLE</b> Bill Cashmareck, Vice President Business Development
Please initial by all that apply. I acknowledge receipt of the following addendum			
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>

Please note the following:

- This page must be completed and returned with your bid
- Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- Bids received after the above closing date and time will not be accepted.

**CITY OF PASADENA  
PURCHASING OFFICE**

**BID PRICING SHEET**

For the purpose of evaluation, any item left blank will be deemed "no bid".

The estimated annual value of this contract is \$ 1,500,000.00; however, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding. The actual order quantities will be dependent on usage and budget availability and purchases will be made as needed.

Fuel proposal prices shall be stated as plus (+) or minus (-), or equal (=) the Oil Price Information Service (OPIS), Pad 3 Report for Houston, Texas Daily Average Rack Prices.

Fuel Tanker Loads				
Item No.	Short Description	Full Description	Circle One: Plus, Minus, or equal (+, -, or =)	Based on Daily OPIS, Pad 3 Houston Rack Price List Mark-Up or Mark-Down % Per Gallon
1.	Unleaded Reformulated Gasoline	87 Reformulated Unleaded Gasoline w/ 10% Ethanol  Minimum octane rating 87	Plus, Minus or Equal	% <u>-.0691</u> cents per gallon
2.	#2 Low-Sulphur Diesel	Ultra-Low Sulphur #2 Diesel w/ Low Emissions (Texas Low Emissions Diesel)  Minimum Cetane No. 40 Maximum Sulphur % by wt. 0.05	Plus, Minus or Equal	% <u>-.0392</u> cents per gallon

Transfer to front page

**FEES and TAXES**

Vendor shall provide a detailed listing of any additional fees and taxes not listed below in which the City of Pasadena will be responsible, and the specific rate for each fee or tax. The City is exempt from federal excise taxes.

\* Leaking Underground Storage Tank (LUST)

Taxes	87 Octane Reformulated Unleaded Gasoline w/ 10% Ethanol	Ultra Low Sulfur #2 Diesel w/Low Emissions
Federal Gas LUST Tax	\$0.00100 / per Gallon	\$0.00100/ per Gallon
Oil Spill Tax	\$0.001900/ per Gallon	\$0.002100/ per Gallon
TX Gas Motor Fuel Tax State Excise	\$0.200000 / per Gallon	\$0.200000/ per Gallon
TX Clear Diesel Motor Fuel Tax	N/A / per Gallon	N/A / per Gallon

\*Federal Superfund

\$0.004050/per gallon

\$0.004050/per gallon

**DELIVERY**

\*TX Load Fee

7,000 gallons - 10,000 gallons

\$6.95 per load

\$5.45 per load

The specified delivery time shall be a firm time period. The delivery time shall be one of the determining factors in selecting the best bid for the City.

24 Maximum hours after receipt of order.

Will deliveries be made via:  Company Truck  Common Carrier  Other: \_\_\_\_\_

CITY OF PASADENA  
PURCHASING OFFICE

Contact information for checking status of orders and delivery:

Contact Name: John Minnich Telephone: 865.474.2562  
Title: Supervisor, Carrier Advocate Fax: \_\_\_\_\_

METHOD OF PAYMENT:

1. PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)
2. PROMPT PAYMENT DISCOUNT: 0 % within 10 days (e. g. 1%, 2%, 5%)  
AND/OR (check one)

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: \_\_\_\_\_  
DocuSigned by:  
Bill Cashmareck  
80287421684413

Title: Vice President, Business Development

Company Name: Saratoga Rack Marketing LLC

Date: 1/3/2024 | 11:22 AM EST

Accounts Receivables Information:

Contact Name: Aaron Roberts Title: Lead Representative, Credit  
Mailing Address: 5508 Lonas Dr.  
City: Knoxville State: TN Zip: 37909  
Telephone: 865.474.4335 Fax: 865.297.9749

FULL LEGAL FIRM/COMPANY NAME: Saratoga Rack Marketing LLC  
BUSINESS STREET ADDRESS: 5508 Lonas Dr. Knoxville, TN 37909  
BUSINESS MAILING ADDRESS: PO Box 10146 Knoxville, TN 37939  
BUSINESS TELEPHONE NUMBER: 865.474.4335  
BUSINESS FAX NUMBER: 865.297.9749  
COUNTY: Knox MINORITY OWNED: Yes  No  # OF EMPLOYEES: Zero

CORPORATION:  PARTNERSHIP:  PROPRIETORSHIP:  LLC  LLP:   
YEAR ESTABLISHED: 2017 NUMBER OF YEARS IN BUSINESS: Seven  
FEDERAL ID NO.: 82-3594510  
NATURE OF BUSINESS: Supply and delivery of gasoline and diesel fuel, ethanol and diesel exhaust fluid  
PRINCIPALS:  
NAME: Bradley Jenkins TITLE: President  
NAME: Bill Cashmareck TITLE: Vice President Business Development  
NAME: Jesus Guerra TITLE: Vice President, Chief Operating Officer

**CITY OF PASADENA  
 PURCHASING OFFICE**

**DEVIATION & COMPLIANCE SIGNATURE FORM**

If you intend to deviate from the General Terms and Conditions or Item Specifications listed in this Invitation for Bids, you must list all such deviations on this form, with complete and detailed conditions and information included or attached. The City will consider any deviations in its award decisions, and the City reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, you assure the City that you will fully comply with the General Terms and Conditions, Specifications and all other information contained in this Invitation for Bids.

Do you have any Deviations:  No Deviations (Please sign this form below)  
 Yes Deviations (Please sign this form below)

List any deviations you are submitting below:

PAGE NO.	ITEM NO.	DESCRIPTION OF DEVIATION
10	3	Fuel Proposal Prices. Vendor will supply an automated daily price sheet that will provide the base and freight pricing daily based on the agreed and awarded OPIS differential to Houston Daily OPIS Average. OPIS is a published document that may not be distributed to another user without a subscription.
10 (con.)	3 (con)	Saratoga will provide OPIS pricing for audit purposes to validate daily fuel pricing sheets
18	3,4	Bid Pricing Sheet. The differential offered is a cents per gallon differential to Houston Daily OPIS Average. It is not a percentage (%) as represented on the bid form

Signature:   
 Title: Bill Cashmareck, Vice President Business Development  
 Company Name: Saratoga Rack Marketing LLC

CITY OF PASADENA  
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Harris (County) §.

Being first duly sworn, deposes and says that

1. He/She is the \_\_\_\_\_ (Owner, Partner, **Officer**, Representative or Agent) of Saratoga Rack Marketing LLC (Company), the party that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DocuSigned by:  
Bill Cashmareck  
Authorized Representative's Signature  
Bill Cashmareck  
Representative's Name

Saratoga Rack Marketing LLC  
Company Name  
Vice President, Business Development  
Representative's Title

On this the 3rd day of January, 2023, 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.

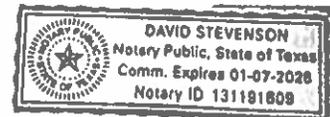
WITNESS my hand and official seal.

David.Stevenson@tartanoil.com

NOTARY PUBLIC

SEAL OF OFFICE:

DocuSigned by:  
David Stevenson  
2E9790E24E314EF



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

**CITY OF PASADENA  
PURCHASING OFFICE**

**SOLICITATION QUESTIONNAIRE**

The City of Pasadena Purchasing 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 Purchasing.
- City of Pasadena Website [www.pasadenatx.gov](http://www.pasadenatx.gov)
- Bid notification service (i.e., DemandStar)
- Newspaper or trade publication
- City Municipal Channel
- Another 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 Purchasing
  - Via Email
  - Via Fax
  - In Person
- City of Pasadena Website [www.pasadenatx.gov](http://www.pasadenatx.gov)
- Bid notification service (i.e. DemandStar)
- Other Means: Describe

**CITY OF PASADENA  
PURCHASING OFFICE**

**BIDDER REFERENCES**

Please list 3 references, preferably a Government (local, county, state) or Educational Agency that the City of Pasadena may contact

1. COMPANY NAME: Tarrant County

ADDRESS: 100 E. Weatherford St.

CITY / STATE / ZIP: Fort Worth, TX 76102

PHONE NO.: 817.884.1143

NAME OF CONTACT: Emily Salter, Senior Buyer

2. COMPANY NAME: City of Lubbock

ADDRESS: 206 Municipal Dr.

CITY / STATE / ZIP: Lubbock, TX 79457

PHONE NO.: 806.775.2370

NAME OF CONTACT: Dominic Esperat, Director of Fleet Operations

3. COMPANY NAME: Socorro Independent School District

ADDRESS: 12460 Rojas

CITY / STATE / ZIP: El Paso, TX 79928

PHONE NO.: 915.937.0000

NAME OF CONTACT: Maria Morales, Purchasing Agent

**CITY OF PASADENA  
 PURCHASING OFFICE**

**BIDDER QUESTIONNAIRE & CHECKLIST**

Item	Note	Bidders Init.
1 General Requirements for Bids (pgs. 2 – 9)	I acknowledge reading and understanding the General Requirements for Bids	<input checked="" type="checkbox"/>
2 Special Conditions (pgs. 10 - 12)	I acknowledge reading and understanding the Special Conditions.	<input checked="" type="checkbox"/>
3 Specifications (pgs. 13 - 14)	I acknowledge reading and understanding the Specifications.	<input checked="" type="checkbox"/>
<b>DID YOU REMEMBER TO:</b>		
4 Fill out and return the Invitation for Bid (IFB) cover sheet.		<input checked="" type="checkbox"/>
5 Fill out and return the Bid Pricing Sheet (pg. 15)		<input checked="" type="checkbox"/>
6 Fill out and return the Deviation & Compliance Signature Form (pg. 17)		<input checked="" type="checkbox"/>
7 Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg. 18)		<input checked="" type="checkbox"/>
8 Fill out and return the Solicitation Questionnaire. (pg. 19)		<input checked="" type="checkbox"/>
9 Fill out and return the Bidder References Form (pg. 20)		<input checked="" type="checkbox"/>
10 Fill out and return the Local Bidder Preference Claim Form (if applicable) (pgs. 21 - 22)		Not applicable
11 Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 23)		Not applicable
12 Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 25)		<input checked="" type="checkbox"/>

# City of Pasadena



Purchasing Department  
1149 Ellsworth Dr. Suite 400  
Pasadena, Texas 77506  
713-475-5532  
FAX 713-920-7938

## ADDENDUM # 1

Issue Date:  
12/19/2023

IFB NO.: 23-017  
For  
Clarification

**Addenda (or addendum if singular) are written instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.**

### **To All Prospective Proposers:**

#### **Currently reads:**

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Tuesday, December 26, 2023** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena TX. 77506. **Bids will be publicly opened and read on Wednesday, December 27, 2023 at 3:00 p.m.** in the Main Conference Room in City Hall.

#### **Change to Read;**

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, January 8, 2024** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena TX. 77506. **Bids will be publicly opened and read on Tuesday, January 9, 2023 at 3:00 p.m.** in the Main Conference Room in City Hall.

**THIS ADDENDUM MUST BE RETURNED WITH RFP**

AGENDA REQUEST

ORDINANCE  RESOLUTION

2E

NO: 2026-

CAPTION: AN AGREEMENT WITH THE BRIDGE OVER TROUBLED WATERS TO PROVIDE SHELTER OPERATIONS AND SERVICES FOR HOMELESS WOMEN AND CHILDREN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG). \$87,000.00.

RECOMMENDATIONS & JUSTIFICATION: USE OF CDBG FUNDS BY THE BRIDGE OVER TROUBLED WATERS WAS APPROVED IN THE 2025 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT (RESOLUTION 2026-010).

(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 <i>Sara Rogers</i>	<b>COUNCIL ACTION</b>	
COMMUNITY DEVELOPMENT DATE: <u>01/30/2026</u> REQUESTING PARTY (TYPED)	FIRST READING:	FINAL READING:
<u>BUDGET DEPARTMENT</u>	<u>MOTION</u>	<u>MOTION</u>
<u>PURCHASING DEPARTMENT</u>	<u>SECOND</u>	<u>SECOND</u>
APPROVED:		
<i>Car Brumlee</i> CITY ATTORNEY	<u>DATE</u>	<u>DATE</u>
<i>Thomas Schenken</i> MAYOR	DEFERRED: _____	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 1-30-26

AMOUNT: **\$87,000.00**

DEPARTMENT NO: **068**

ACCOUNT NO. **8513**

TASK NO. **CD137**

CIP NO. **N/A**

PROJECT DESCRIPTION: Community Development Block Grant funds to The Bridge Over Troubled Waters, in connection with a public service program, to provide shelter operation services to homeless women and children of Pasadena.

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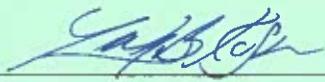
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I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it 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 SUBRECIPIENT AGREEMENT ATTACHED HERETO AS EXHIBIT "1" BY AND BETWEEN THE CITY OF PASADENA, TEXAS, AND THE BRIDGE OVER TROUBLED WATERS, INC. TO PERFORM CERTAIN SERVICES AND COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS IN CONNECTION WITH THE DISBURSEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN CONNECTION WITH A PUBLIC SERVICE PROGRAM OPERATED BY THE BRIDGE OVER TROUBLED WATERS, INC. TO PROVIDE HOMELESS SHELTER SERVICES TO LOW- AND MODERATE- INCOME PERSONS; AND APPROPRIATING THE AMOUNT OF EIGHTY SEVEN THOUSAND DOLLARS AND 00/100 (\$87,000.00) OUT OF COMMUNITY DEVELOPMENT BLOCK GRANT ACCOUNT NO. 068-CD137-8513.**

WHEREAS, by Resolution No. 2026-010 the City Council authorized and approved to amend Resolution No. 2025-128 authorizing the 2025 Annual Action Plan Substantial Amendment for the reallocation of CDBG funds; and

WHEREAS, a portion of such amendment included a request for public service category funds to assist The Bridge Over Troubled Waters, Inc. in operating its public service program to provide homeless shelter services for low- and moderate- income clients residing within the corporate limits of the City; and

WHEREAS, such amendment was filed by the City and has been approved by HUD; and

WHEREAS, the City, acting pursuant to an order of its governing body, has entered into a Grant Contract with the United States of America, Grant Application No. B-25-MC-48-0019 acting by and through its Department of Housing and Urban Development for federal funding of a Community Development Block Grant Program, 14.218 Catalog of Federal Domestic Assistance, under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, The Bridge Over Troubled Waters, Inc. has requested that the City disburse designated funds to it; and

WHEREAS, HUD regulations require the City through its Community Development Department enter into a written agreement prior to disbursing any CDBG funds to The Bridge Over Troubled Waters, Inc.; and

WHEREAS, The Bridge Over Troubled Waters, Inc. has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the City pursuant to its governmental functions to provide services for the betterment of its citizens does authorize The Bridge Over Troubled Waters, Inc. to perform said services; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the City and The Bridge Over Troubled Waters, Inc., it is hereby agreed as follows:

WHEREAS, the City Controller has certified to the City Council that a sufficient sum is available 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 Agreement, a facsimile of which is attached hereto, incorporated herein for all purposes and designated Exhibit "1", by and between the City of Pasadena, Texas and The Bridge Over Troubled Waters, Inc. for the disbursement of Community Development Block Grant (CDBG) funds in connection with a public service program operated by The Bridge Over Troubled Waters, Inc. to provide homeless shelter services to eligible low- and moderate- income clients residing within the corporate limits of the City is hereby authorized and approved.

SECTION 2. That the City Council finds that such agreement is reasonable and necessary and that the fiscal obligation of the City thereunder has heretofore been duly certified for availability of payment out of Account No. 068-CD137-8513 in the amount of eighty seven thousand dollars and 00/100 (\$87,000.00). 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 agreement document and counterparts thereof.

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 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 MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

**EXHIBIT "1"  
SUBRECIPIENT AGREEMENT**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Subrecipient Agreement (the "Agreement") is made as of the last date specified herein by the City of Pasadena, Texas, a home-rule city of the State of Texas situated in Harris County, Texas, (the "Grantee") and The Bridge Over Troubled Waters, Inc., a Texas non-profit organization situated in Pasadena, Texas (the "Subrecipient"). The initial addresses of the parties are as follows:

Community Development Department  
P.O. Box 672  
Pasadena, Texas 77506

The Bridge Over Troubled Waters, Inc.  
3811 Allen Genoa Rd.  
Pasadena, Texas 77504

**WITNESSETH:**

WHEREAS, by Resolution No. 2026-010 the City Council authorized and approved to amend Resolution No. 2025-128 authorizing the 2025 Annual Action Plan Substantial Amendment for the reallocation of CDBG funds; and

WHEREAS, a portion of such amendment included a request for public service category funds to assist the Subrecipient in operating its public service program to provide homeless shelter services for low- and moderate- income clients residing within the corporate limits of the City; and

WHEREAS, such amendment was filed by the City and has been approved by HUD; and

WHEREAS, the City, acting pursuant to an order of its governing body, has entered into a Grant Contract with the United States of America, Grant Application No. B-25-MC-48-0019 acting by and through its Department of Housing and Urban Development for federal funding of a Community Development Block Grant Program, 14.218 Catalog of Federal Domestic Assistance, under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Subrecipient has requested that the Grantee disburse designated funds to it; and

WHEREAS, HUD regulations require the Grantee to obtain an executed agreement prior to disbursing any CDBG funds to the Subrecipient; and

WHEREAS, the Subrecipient has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the Grantee pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the Subrecipient to perform said services;

NOW, THEREFORE, for and in consideration of the benefits to the Grantee and the Subrecipient, it is hereby committed as follows:

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## **Article I. SCOPE OF SERVICES**

### **Section 1.01 Eligible Activities**

As a condition of receiving this subaward, the Subrecipient shall provide the activities described in Attachment F, attached hereto and incorporated herein for all purposes, in a manner satisfactory to the Grantee in accordance with the terms and conditions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974 and all regulations issued thereunder.

### **Section 1.02 National Objective**

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Commitment shall meet the following CDBG Program National Objective:

24 CFR 570.208 (a) (2) (i) (A) LMI Limited Clientele – Presumed Benefit

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meets the above referenced CDBG National Objective for each activity carried out within each reporting period.

### **Section 1.03 Performance Reporting**

The Subrecipient will submit a performance report each month using an approved form(s) required by the Grantee. The performance report shall be due on the 18th of each month and must be received and approved prior to the Grantee authorizing payment to the Subrecipient. Failure to submit complete performance reports of activities by the due date will result in delay of payment.

### **Section 1.04 Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## **Article II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of October, 2025 and end on the 30th day of September, 2026. This Agreement shall not exceed one year, unless authorized by the Director of Housing and Community Development or his/her designee.

## **Article III. PAYMENT PROCEDURES AND REPORTING**

### **Section 3.01 Payment Contingent on Receipt of Funds from HUD**

It is expressly understood that the Grantee has no City funds for the payment of services to be rendered under this Agreement, and the Grantee payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above-mentioned grant(s).

### **Section 3.02 Budget**

The Subrecipient shall perform its services within the monetary limits contained in Attachment G. The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the application and commitment development process, and that any changes to the summary budget will require the Subrecipient to submit a Request for Budget Revision form to the Grantee for approval. Upon approval, the Grantee shall provide a revised budget to the Subrecipient.

### **Section 3.03 Maximum Amount to be paid**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed eighty seven thousand dollars and 00/100 (\$87,000.00). Drawdowns for the payment of allowable costs shall be made against the budget, attached hereto as Attachment G, and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

### **Section 3.04 Payment Procedures**

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee's policy concerning payment. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. All unexpended CDBG funds by the Subrecipient may be de-obligated and recaptured by the Grantee.

Reimbursement requests must be submitted on, or before, the 15th day of the month using a format provided by the Grantee for costs incurred during the preceding month. Reimbursement requests shall include (1) Request for Payment Form, (2) back up documentation for all expenditures, and (3) beneficiary reporting as specified in this Agreement.

In the event that the Grantee or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the Grantee or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the Grantee within thirty (30) days of written notice of the disallowance.

### **Section 3.05 Program Income**

If applicable, the Subrecipient shall report monthly all program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for

activities permitted under this Agreement, once costs have been determined eligible by the Grantee in writing. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

**Section 3.06 Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

**Section 3.07 Reporting**

The Subrecipient shall submit such reports as required by the Grantee to meet its local obligations and its obligations to HUD. The Grantee will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- a) Monthly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- b) Semi-Annual reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified within this Agreement.
- c) Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

**Article IV. CERTIFICATE OF INTERESTED PARTIES**

That pursuant to the requirement 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.

**Article V. NOTICES**

Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Grantee, then to:  
Community Development Department  
P.O. Box 672  
Pasadena, TX 77506  
Email: [Commdev@pasadenatx.gov](mailto:Commdev@pasadenatx.gov)  
Fax: 713-475-7037

If to Subrecipient, then to:  
The Bridge Over Troubled Waters, Inc.  
3811 Allen Genoa Rd.  
Pasadena, TX 77504  
Email: [Evargas@tbotw.org](mailto:Evargas@tbotw.org)  
Fax: 713-472-8759

Each party shall have the right to change its respective address and each shall have the right to specify this change as its new address, provided that at least 10 days written notice is given of such new address to the other party.

## **Article VI. SPECIAL CONDITIONS**

### **Section 6.01 Cross Cutting Requirements**

The Subrecipient shall adhere to all other applicable CDBG requirements as outlined in 24 CFR 570 Subpart K including, but not limited to:

- a) Public Law 88-352 “**Title VI of the Civil Rights Act of 1964**” (42 U.S.C. 20000d et seq.), and implementing regulations in 24 CFR Part 1 – *No person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.*
- b) Public Law 90-284 “**Fair Housing Act**” (42 U.S.C. 3601-3620).
- c) **Executive Order 11063 “Equal Opportunity in Housing”**, as amended by Executive Order 12259 “Leadership & Coordination of Fair Housing in Federal Programs.”
- d) **Section 109 of the Housing and Community Development Act of 1974** - *No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.*
- e) **Age Discrimination Act of 1974**, as amended (42 U.S.C. 610 et. seq.) – *No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.*
- f) **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794) – *No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.*
- g) **Labor Standards - Section 110(a) of the Act** contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. *In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.*
- h) **Copeland “Anti-kickback” Act** (Pub. L. 73-324, 48 Stat. 948, enacted June 13, 1934, codified at 18 U.S.C. § 874) is a U.S. labor law and act of Congress that supplemented the Davis–Bacon Act of 1931.
- i) **National Environmental Policy Act of 1969** (24 CFR Part 58).
- j) **Flood Disaster Protection Act of 1973** (42 U.S.C. 4106).
- k) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)** (42 U.S.C. 4601-4655).
- l) **Executive Order 14173 Ending Illegal Discrimination and Restoring Merit-Based Opportunity.**
- m) **Executive Order 14205 Establishment of the White House Faith Office.**
- n) **Section 3 of the Housing and Urban Development Act of 1968.**

- o) **Lead-Based Paint Poisoning Prevention Act** (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).
- p) **2 CFR Part 200** “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- q) **Executive Order 12372** “Intergovernmental Review of Federal Programs.”
- r) Eligibility restrictions for certain resident aliens.
- s) Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).
- t) Public Law 101-336 “**Americans with Disabilities Act of 1990**,” as amended (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) – *Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.*

#### Section 6.02 Citizen Participation

The Subrecipient shall have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefitting or affected by the program or project covered under this agreement.

The Subrecipient’s written procedures to address grievances or complaints shall provide for employees or participants to contact the Grantee only after the complainant has exhausted the Subrecipient’s internal procedures. The Subrecipient shall notify all employees and program participants of its grievance procedure. Such notification must include the telephone number to reach the Grantee. The Subrecipient shall immediately notify the Grantee of all grievances or complaints received by the Subrecipient for services provided by this Agreement.

#### Section 6.03 Women-and Minority-Owned Business (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least 51% owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### Section 6.04 Build America, Buy American Act

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s project.

#### Section 6.05 Occupational Safety and Health Administration (OSHA)

The Subrecipient shall comply with all applicable federal, state, and local laws and regulations, including but not limited to workplace safety requirements as enforced by OSHA.

## Section 6.06 Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of the Grantee Department must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

## Article VII. GENERAL CONDITIONS

### Section 7.01 Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations) concerning Community Development Block Grant (CDBG) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds available under this Agreement, to supplement rather than supplant funds otherwise available.

### Section 7.02 Independent Entity

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent entity" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent entity.

### Section 7.03 Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### Section 7.04 Workers' Compensation

The Subrecipient agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the program funded under this Agreement, and the Subrecipient shall require any Sub-Subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law. Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code §406.003, such documentation of self-insurance shall be provided to the Grantee.

### Section 7.05 Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. It is further agreed by the parties to this Agreement that the Grantee may, prior to the execution of this Agreement, request the Subrecipient to furnish the Grantee certificates of insurance listing the City of Pasadena as a Certificate Holder.

### Section 7.06 Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### Section 7.07 Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient.

## **Article VIII. ADMINISTRATIVE REQUIREMENTS**

### Section 8.01 Financial Management

The Subrecipient shall comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E, Cost Principles, for all costs incurred whether charged on a direct or indirect basis.

### Section 8.02 Documentation and Record Keeping

#### (a) Records to be maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- 1) Records providing a full description of each activity undertaken;
- 2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- 3) Records required to determine the eligibility of activities;

- 4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- 6) Financial standards, as required by 24 CFR 570.502 and 2 CFR 200;
- 7) Records documenting that the Subrecipient has an active registration in SAM.gov, and is not disbarred, suspended, or ineligible from participation in federally funded activities as required by 2 CFR Part 25, Appendix A and 2 CFR 200.213; and
- 8) Other records necessary to document compliance with 24 CFR Part 570 Subpart K;

**(b) Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

**(c) Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, service area demonstrating project/program meet noted National Objective, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The following tables provide guidance for documenting Race/Ethnicity, Income Levels and Presumed Benefit Individuals.

**RACE / ETHNICITY REPORTING**

White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black/African American	A person having origins in any of the black racial groups of Africa.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
American Indian/Alaskan Native	A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.
Native Hawaiian/Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native and White	A person having these multiple racial origins as defined above.
Asian and White	A person having these multiple racial origins as defined above.
Black/African American and White	A person having these multiple racial origins as defined above.

American Indian/Alaskan Native and Black/African American	A person having these multiple racial origins as defined above.
Other Multi- Racial	Category used for reporting individual responses that are not included in any of the categories listed above.

### INCOME LEVEL REPORTING

Extremely Low Income	Persons benefiting whose income is at or below 30% of the median family income for the area.
Low Income	Persons benefiting whose income is above 30% and at or below 50% of the median family income for the area.
Moderate Income	Persons benefiting whose income is above 50% and at or below 80% of the median family income for the area.
Non-Low/Moderate Income	Persons benefiting whose income is above 80% of the median family income for the area.

### PRESUMED BENEFIT REPORTING

Abused Children	Extremely Low Income
Battered Spouses	Low Income
Severely Disabled Adults	Low Income
Homeless Persons	Extremely Low Income
Illiterate Adults	Low Income
Persons with AIDS	Low Income
Migrant Farm Workers	Low Income
Elderly	<p>If assistance is to acquire, construct, convert, and/or rehabilitate a senior center or to pay for providing center-based senior services, report the beneficiaries as moderate income.</p> <p>If assistance is for other services (not center-based), report the elderly beneficiaries as low income.</p>

#### (d) Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the Public Information Act (PIA) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### (e) Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200 are completed to the satisfaction of the Grantee. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable, and determining the custodianship of records.

#### (f) Audits and Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, HUD, its designees or the federal government, at any time during normal business hours,

as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of such deficiencies by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR 200.

#### Section 8.03 Procurement

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

#### Section 8.04 Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- (a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- (b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period without meeting no further requirements.
- (c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which the funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the

current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## **Article IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City of Pasadena ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **Article X. ENVIRONMENTAL CONDITIONS**

### **Section 10.01 General**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA). The Grantee will be responsible for performing the necessary obligations related to this section.

### **Section 10.02 Air and Water**

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- (a) Clean Air Act, 42 U.S.C., 7401, et seq.;
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- (c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

### **Section 10.03 Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### Section 10.04 Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### Section 10.05 Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.

### **Article XI. CONDUCT**

#### Section 11.01 Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

#### Section 11.02 Subcontracts

##### (a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

##### (b) Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

##### (c) Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall ensure that all subcontracts in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

Section 11.03 Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

Section 11.04 Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- (a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- (b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Section 11.05 Lobbying

The Subrecipient hereby certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly:
- (d) Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Section 11.06 Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

#### Section 11.07 Prohibited Activity

The Subrecipient is prohibited from using CDBG funds, or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

#### Section 11.08 Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### **Article XII. SUSPENSION OR TERMINATION**

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Subrecipient to fulfill in a timely manner and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

### **Article XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **Article XIV. SECTIONS HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **Article XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **Article XVI. 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 Subrecipient 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 Grantee and the Subrecipient with respect to this Agreement.

THE BRIDGE OVER TROUBLED  
WATERS, INC

Q. Olivia Rivers  
(Signature)

Name: Q. Olivia Rivers

Title: Executive Director

Date: 2/3/2026

ATTEST/SEAL:

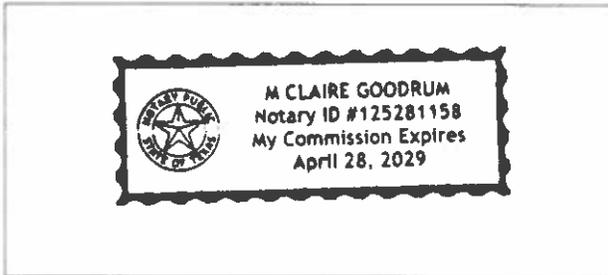
Subscribed and sworn before me, this: 3rd  
Day of FEBRUARY 2026 Notary  
Public in and for HARRIS County,  
State of TX

M. Claire Goodrum  
(Signature)

NOTARY PUBLIC:

My Commission expires on: 04-28-2029

NOTARY STAMP:



THE CITY OF PASADENA, TEXAS

\_\_\_\_\_  
Thomas Schoenbein  
Mayor of the City of Pasadena

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

ATTEST:

\_\_\_\_\_  
Amanda Mueller  
City Secretary

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Cari Brownlee  
City Attorney

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

**ATTACHMENT A**  
**General Subaward Information**



COMMUNITY DEVELOPMENT  
Pasadena, Texas

**ATTACHMENT A**  
**GENERAL INFORMATION**

**GRANTEE:**

Awarding Official: Sara Rogers  
Title: Director  
  
Grantee Name: City of Pasadena  
Address: P.O. Box 672  
City, State Zip: Pasadena, TX 77501-0672  
Telephone: 713-475-7294  
Fax Number: 713-475-7037

**SUBRECIPIENT:**

Primary Contact: Olivia Rivers  
Title: Executive Director  
Subrecipient  
Name: The Bridge Over Troubled Waters  
Address: 3811 Allen Genoa Rd.  
City, State, Zip: Pasadena, Texas 77504  
Telephone: 713-472-0753  
Fax Number: 713-472-8759

Federal Award Agency: U.S. Department of Housing and Urban Development (HUD)

Federal Award Identification Number: B-25-MC-48-0019

CFDA Number and Name: 14.218 Community Development Block Grant/Entitlement Grants

Indirect Cost Rate for the Federal Award: N/A

Federal Award Date: 1/16/2026

Federal Award Project Description: The program operates as a homeless shelter for low- to moderate-income women and children transitioning from homelessness to independent living in the greater Pasadena area. Shelter, food, clothing and other basic necessities are provided. Grant funds will be utilized for operational costs - salaries, supplies, rent, utilities and printing materials.

Is the award for research and development? NO

Subrecipient's unique entity identifier: VN5TCJZL5516

Subaward Period of Performance: October 1, 2025 – September 30, 2026

Federal Award Amount: \$87,000.00

## ATTACHMENT B

Certification for Contract, Grants, Loans and Cooperative Agreements



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**ATTACHMENT B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients / Recipient Departments shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 22 day of January, 2026.

By: Q. Olivia Rivers  
Signature

Q. Olivia Rivers

(Type or Print Name)

Executive Director

(Title)

## ATTACHMENT C

Conflict of Interest (Regulations, Disclosure and Questionnaire)



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**ATTACHMENT C**

**2 CFR §200.112 CONFLICT OF INTEREST**

Federal, state, and local law prohibits employees and public officials of the City of Pasadena from participating on behalf of the City in any transaction in which they have a financial interest. The Subrecipient must disclose in writing any potential conflict of interest. Please answer the questionnaire below.

1. Is there any member(s) of the applicant’s staff or any member(s) of the applicant’s Board of Directors or governing body who currently is or has/have been within one year of the date of this application a City employee or consultant, or a member of the City Council, a City Advisory Board, a City Commission, and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

2. Will the CDBG funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who currently is or has/have been within one year of the date of this application a City employee, consultant, or a member of the City Council, City Advisory Board, a City Commission, and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

3. Are there any member(s) of the applicant’s staff or member(s) of the applicant’s Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or a member of the City Council, a City Advisory Board, a City Commission and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**If you have answered “Yes” to any questions listed on this Conflict of Interest Form, the City of Pasadena Community Development Department, alongside the City Attorney’s Office, will need to determine whether a real or apparent conflict of interest exists.**

Executed this 22 day of January, 2026.

By: *Q. Olivia Rivers*  
Signature

Q. Olivia Rivers  
(Type or Print Name)

Executive Director  
(Title)

**ATTACHMENT D**  
**Subrecipient Agreement Provisions**



## **ATTACHMENT D**

### **SUBRECIPIENT AGREEMENT PROVISIONS**

#### **I. Purpose and Authority**

The Grantee is a recipient of PY 2025 Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). HUD's PY 2025 grant agreement includes Addendum 1 – Policy Requirements, issued pursuant to Executive Orders 14168, 14182, 14154, 14218, and related federal statutes and regulations. These policy provisions are binding on all recipients and subrecipients of CDBG funds.

#### **II. Incorporation by Reference**

To ensure full compliance, the Grantee hereby incorporates into this Agreement, by reference and without attaching the federal Addendum 1 itself, the specific policy provisions derived from Addendum 1 and outlined in Exhibit 2 (2025 Federal Policy Clauses). Exhibit 2 is made part of this Agreement as if fully stated herein and may be administratively updated by the Grantee as HUD issues subsequent guidance or amendments to Addendum 1.

#### **III. Applicability and Flow-Down**

The Subrecipient shall comply with all requirements stated in Exhibit 2, and shall ensure that its employees, contractors, and consultants likewise comply with those requirements for all activities funded in whole or in part with CDBG funds. These provisions shall “flow down” to all covered agreements.

#### **IV. Compliance and Enforcement**

Compliance with the policies in Exhibit 2 is a material condition of this Agreement and of the Subrecipient's eligibility for reimbursement. The Grantee may require the Subrecipient to provide program materials (including flyers, outreach publications, or participant documentation) to verify compliance. Failure to comply may result in corrective action, suspension of payments, or termination of this Agreement in accordance with 2 CFR 200.339-343.

#### **V. Relationship to Other Federal Requirements**

These PY 2025 policy provisions are in addition to, and do not supersede, other Federal requirements applicable to this Agreement. In the event of a conflict, the more restrictive provision shall apply unless HUD provides written direction otherwise.



COMMUNITY DEVELOPMENT  
Pasadena, Texas

VI. Reference Authorities

The policy provisions contained in Exhibit 2 implement the following federal authorities:

- a. Executive Order 14168 – *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*
- b. Executive Order 14173 – *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*
- c. Executive Order 14182 – *Enforcing the Hyde Amendment*
- d. Executive Order 14154 – *Unleashing American Energy*
- e. Executive Order 14218 – *Ending Taxpayer Subsidization of Open Borders*
- f. Executive Order 14205 – *Establishment of the White House Faith Office*
- g. 8 U.S.C. § 1601 et seq. (PRWORA – Immigration Eligibility and Verification)
- h. 31 U.S.C. § 3729(b)(4) (False Claims Act – Material Compliance Provision)

[Continued on Next Page]



## **EXHIBIT 2: PY 2025 FEDERAL POLICY CLAUSES (CDBG PROGRAM)**

The Exhibit sets forth the Federal policy requirements that apply to the Subrecipient as a condition of participation in the CDBG Program for Program Year 2025. These provisions are incorporated into and made a material part of the Subrecipient agreement.

### **Section 1. Prohibition on Use of Funds to Promote “Gender Ideology”**

1. **Policy Requirement** – In accordance with Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*, the Subrecipient shall not use any CDBG funds to promote “gender ideology.”
2. **Definitions** – For purposes of this section:
  - a. “Gender ideology” means any theory or policy asserting that sex is determined by subjective identity rather than biological reality, as defined in Section 2(f) of E.O. 14168 and any subsequent HUD or OMB guidance.
  - b. For the purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the prohibited ideology.
3. **Agency Forms and Data Collection** – All forms, applications, surveys, or data-collection instruments developed or used by the Subrecipient for CDBG-funded activities that request information on an individual’s sex shall list only the options “Male” or “Female.”
  - a. Such forms shall not include questions or fields requesting or recording gender identity, gender expression, or similar classifications.
  - b. Existing forms containing such fields shall be modified or replaced for CDBG-funded purposes to ensure compliance with E.O. 14168.
4. **Grantee Review** – At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, social-media posts, or other public materials related to CDBG-funded activities for Grantee review to ensure compliance with this provision prior to release or posting.
5. **Consistency with Existing Civil Rights Requirements** – Nothing in this section shall be construed to limit or modify the Subrecipient’s obligations under any other law protecting individuals from unlawful discrimination.

### **Section 2. Compliance with Federal Anti-Discrimination Laws and False Claims Act Provisions**

1. **General Requirement** – The Subrecipient shall comply in all respects with all applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
2. **Material Compliance under the False Claims Act** – Pursuant to E.O. 14173 and 31 U.S.C. § 3729(b)(4), the Subrecipient acknowledges that compliance with Federal civil-rights and anti-discrimination laws is material to the U.S. Government’s payment decisions under the False Claims Act.
3. **Certification** – By execution of this Agreement, the Subrecipient certifies that it does not and will not operate any program in violation of these laws and shall promptly report to the Grantee any



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Posadena, Texas

filed or pending civil-rights complaint, investigation, or finding of non-compliance related to any CDBG-funded activity.

Section 3. Prohibition of Use of Funds for Elective Abortions

1. Policy Requirements – Pursuant to E.O. 14182, Enforcing the Hyde Amendment, the Subrecipient shall not use any CDBG funds to fund or promote elective abortions.
2. Definition – For purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the performance of elective abortions.
3. Grantee Review – At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, or other outreach materials for Grantee review to ensure compliance with this provision.

Section 4. Environmental Considerations

1. Policy Requirement – Notwithstanding any prior Notice of Funding Opportunity (NOFO) or application materials, this Agreement shall not be governed by orders revoked by E.O. 14154, Restoring the Rule of Law in Federal Administration, including E.O. 14008, Tackling the Climate Crisis at Home and Abroad.
2. NEPA Unchanged – Nothing in this section shall alter or exempt the Subrecipient from compliance with existing environmental-review requirements under 24 CFR Part 58 or the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq. If the NEPA statute or its implementing regulations, including those at 24 CFR Part 58, are amended or superseded during the term of this Agreement, this provision shall be automatically deemed amended to reflect and require compliance with such updated authority, as interpreted by HUD or other applicable Federal agencies.

Section 5. Immigration Status Verification and SAVE System Compliance

1. Policy Requirement – To ensure implementation and compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA, 8 U.S.C. §§ 1601– 1646) and E.O. 14218, Ending Taxpayer Subsidization of Open Borders, the Subrecipient shall assist the Grantee in ensuring that CDBG assistance is not provided to ineligible aliens.
2. Subrecipient Role – Subrecipients serving as program administrators shall assist the Grantee in ensuring compliance with PWRORA. Subrecipients may collect intake information and supporting documentation. The Subrecipient shall transmit collected documentation to the Grantee for 5 verifications through the Systematic Alien Verification for Entitlements (SAVE) Program or an equivalent verification system approved by the Federal Government.
3. Grantee Role and Determinations – The Grantee shall perform all SAVE verifications and maintain the official verification record. Any denial decisions issued by the Grantee based on SAVE results or Federal guidance are final and binding on the Subrecipient.
4. Prohibitions – No Subrecipient shall use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from



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deportation, including by maintaining policies or practices that materially impede enforcement of Federal immigration laws.

**Section 6. Equal Treatment for Faith-Based Organizations**

1. Policy Requirements – Faith-based organizations are eligible to participate as Subrecipients on the same basis as any other organization, consistent with E.O. 14205.
2. Prohibition on Religious Activities – No CDBG funds may be used for inherently religious activities such as worship, instruction, or proselytization. Any such religious activities must be separate in time or location from HUD-funded activities and voluntary for participants.
3. Non-Discrimination – The Subrecipient shall not, in the selection of contractors, vendors, or beneficiaries, discriminate on the basis of religious character, affiliation, or exercise.

**ATTACHMENT E**  
**Drug-Free Workplace Requirements and Certification**



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## ATTACHMENT E

### **DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATIONS**

The certification set out below is a material representation upon which reliance is placed by the City of Pasadena and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the Subrecipient/Recipient Department knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient/Recipient Department will comply with the other provisions of the Act and with other applicable laws.

#### **CERTIFICATION:**

1. Subrecipient/Recipient Department certifies that it shall provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the work place;
    - ii. Subrecipient/Recipient Department's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after such a conviction;
  - e. Notifying Grantee and/or the U.S. Department of Housing and Urban Development in writing within 10 calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personal action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



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- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
2. Subrecipient/Recipient Department shall list the site(s) for the performance of work done in connection with the HUD funding of the program/activity to be carried out. Place of Performance shall include the street address, city, county, State, and zip code.

Insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient/Recipient Department further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Community Development Department immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE:**

STREET ADDRESS	CITY	COUNTY	STATE	ZIP
3811 Allen Genoa	Pasadena	Harris	TX	77504

Executed this 22 day of January, 2026

By: Q. Olivia Rivers  
Signature

Q. Olivia Rivers  
(Type or Print Name)

Executive Director  
(Title)

**ATTACHMENT F**  
**Scope of Service**



COMMUNITY DEVELOPMENT  
Pasadena, Texas

**ATTACHMENT F**

**SCOPE OF SERVICE**

This Scope of Service is based on the proposal prepared and submitted by, **The Bridge Over Troubled Waters, Inc. (the “Subrecipient”)** through the City of Pasadena Community Development Department’s annual Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Subaward Commitment and/or Agreement shall control. In addition to the activities listed below, the **Subrecipient** agrees to operate this project and/or program in accordance with Community Development Block Grant requirements and all other applicable federal, state and local regulations.

The **Subrecipient** shall maintain documentation that demonstrates that the activities carried out with funds provided meet the CDBG National Objective referenced within this Subaward Commitment and/or Agreement. Demographic information, including but not limited to; age, race, ethnicity, sex, familial status, proof of income and/or residency for all participants serviced, 51% of which must be from low- to moderate-income households. Falling below 51% on a monthly basis may lead to a desk review, concern or finding. The **Subrecipient** shall track its monthly benchmarks to ensure compliance at the end of the time of performance term.

Additionally, the **Subrecipient** shall collect documentation **prior to** providing services verifying that each person served resides within the Pasadena city limits (*must be a permanent resident*), **and** meets the income eligibility thresholds, as applicable, set forth by the U.S. Department of Housing and Urban Development (HUD).

**PROGRAM DESCRIPTION**

Agency/Department Name:	<b>The Bridge Over Troubled Waters</b>
Activity/Project Name:	<b>Emergency Shelter</b>
Amount Awarded:	<b>\$87,000.00</b>
Complete description of activity to be undertaken including <b>what</b> products or services are to be performed, <b>where</b> they are to be provided, for <b>whom</b> they are to be provided and <b>how</b> they are to be provided.	
The Bridge Over Troubled Waters supports the Emergency Shelter Program. The Emergency Shelter Program located at 3811 Allen Genoa Rd., Pasadena, TX 77504, provides emergency housing and basic needs such as shelter, food, and safety to victims of domestic violence in the Pasadena, TX community. The Bridge’s emergency shelter program has the capacity to house and provide services up to 100 clients each night. The program helps homeless individuals and families who are fleeing and/or escaping domestic violence by providing support services such as benefit applications, therapy services, advocacy and accompaniment. The program is also designed to meet the immediate need of clients.	



**COMMUNITY DEVELOPMENT**  
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**UNITS OF SERVICE**

<p>What is a Unit of Service in regards to your Program? How will you calculate the service(s) provided to the City of Pasadena residents? Services provided <b>must be</b> quantifiable, for example, children cared for per month, parents to receive instruction, courses to be taught.</p>
<p><b>One (1) unit of service is equal to <u>One (1) night of stay for each client.</u></b></p>

**DETERMINATION FOR ELIGIBILITY**

<p>Define how each client eligibility will be determined and documented</p>
<p>Our intake system requires that the prospective clients answer a series of questions related to the events that caused them to be homeless, all to ensure that they meet program requirements for the program. Information for HMIS (Homeless Management Information System) is collected at intake, such as, employment, sources of income, residence, bank statements, identification and other pertinent information. Client eligibility is determined during screening and intake based on their current residency and income status. Documentation of client eligibility and participation is collected, filed and securely stored.</p>

**PERFORMANCE SCHEDULE MEASURES / STANDARDS**

<b>Total New Clients</b> anticipated to be assisted by project/program:	<b>70</b>
<b>Total Units of Service</b> expected to be provided by project/program:	<b>3,000</b>
What is your projected "Units of Service" goals for your program's initial 6 month to midway point?	
Projected units of service is <b>1500</b> by the 6 month midway point.	
What is your projected "New Client" goals for your program's initial 6 month or midway point?	
Projected number of NEW Clients is <b>35</b> by the 6 month midway point.	
What is your projected "Units of Service" goals for your programs end of year?	
Projected units of service is <b>3,000</b> by the end of the program year.	
What is your projected "New Client" goals for your program's end of year?	
Projected number of NEW Clients is <b>70</b> by the end of the program year.	

**STAFFING**

Name and job description of each staff member that will be involved in the administration of this activity/project.			
Name	Q. Olivia Rivers	Phone	713-472-0753
Title	Executive Director	Email	



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Ms. Rivers currently serves as the appointed Executive Director, and has been in her position for 5+ years. Ms. Rivers has 10 + years experience in grants compliance, and 15 years experience in social services. Ms. Rivers contributes to this project by supervising the executive management team and directors, approving policies and procedures, and overseeing overall grant programming.

Name	Carmen Stevens	Phone	713-472-0753
Title	Finance Director	Email	

Ms. Stevens has served as Finance Director for 5+ years and has 10+ years experience in accounting for nonprofit organizations. Ms. Stevens contributes to this grant project by managing all grant funds, including expenditures and reimbursements.

Name	Cynthia Hernandez	Phone	713-472-0753
Title	Deputy Director	Email	

Ms. Hernandez has served as Deputy Director for the past 5+ years and has 20+ years in experience in grants compliance and experience in social services, homeless services and victim provider services. Ms. Hernandez contributes to this project by supervising the shelter director, approving policies and procedures, and overseeing shelter services.

Name	Samantha Lannie	Phone	713-472-0753
Title	Shelter Director	Email	

Ms. Lannie has served as the Shelter Director for the past 5+ years and 10+ years' experience in victim provider services, case management, homeless services and project/program management. Ms. Lannie contributes to this project by supervising the shelter manager and resident advocates, approving shelter policies and procedures, and overseeing the emergency shelter.

Name	Elisa Smith	Phone	713-472-0753
Title	Shelter Manager	Email	

Ms. Smith has served as the Shelter Services Manager for the psat 5+ years and experience in victim provider services, case management, homeless services and project/program management. Ms. Smith contributes to this project by supervising the resident advocates, approving shelter policies and procedures, and overseeing the emergency shelter.

Name	Evelyn Vargas	Phone	713-472-0753
Title	Grants Compliance Manager	Email	

Ms. Vargas has served as the Grants Compliance Manager for the past 10 years and has over 10 years experience in homeless services and project/program management and compliance. Ms. Vargas contributes to this project approving shelter policies and procedures, and overseeing the emergency shelter by reporting and ensuring compliancy.



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**ORGANIZATION BOARD OF DIRECTORS**

Name	Paola Gonzalez	Business Affiliation
Title	Board Member	Pasadena Counseling Center
Phone	713-527-2298	
Email		
Name	Ivonne Khan	Business Affiliation
Title	Board Member	Luna's Mexican Restaurant
Phone	832-368-5480	
Email		
Name	Nhu Bui	Business Affiliation
Title	Board Member	Entrepreneur
Phone	832-571-4975	
Email		
Name	Carmella Gonzalez	Business Affiliation
Title	Board Member	Clean Harbors
Phone	713-944-4242	
Email		
Name	Dr. Antrece Baggett	Business Affiliation
Title	Board Member	Houston Community College
Phone	832-741-6300	
Email		
Name	Doreen Anderson	Business Affiliation
Title	Board Member	Valero Energy
Phone	713-923-3325	
Email		
Name		Business Affiliation
Title		
Phone		
Email		



COMMUNITY DEVELOPMENT  
Pasadena, Texas

THE INDIVIDUALS NAMED BELOW ARE AUTHORIZED TO SIGN REQUEST FOR PAYMENT FORMS, REQUESTS FOR BUDGET REVISIONS, CLIENT DATA REPORTING FORMS. GRANT ACCOMPLISHMENT REPORTS AND OTHER GRANT DOCUMENTS (AS APPLICABLE).

TYPED NAME	TITLE	SIGNATURE OF INDIVIDUAL
Carmen Stevens	Finance Director	<i>Carmen Stevens</i>
Jennifer Nestle	Grants Billing Specialist	<i>Jennifer Nestle</i>
Evelyn Vargas	Grants Compliance Manager	<i>Evelyn Vargas</i>
Veronica Hernandez	Finance Manager	<i>Veronica Hernandez</i>

\*Please note person(s) listed above **cannot** also be the "preparer" of the grant document he/she is authorizing.

I certify that the above listed signatures are the individuals authorized to co-sign request for payment forms, requests for budget revisions, client data reporting forms. grant accomplishment reports and other grant documents (as applicable).

Executed this 22 day of January, 2026.

By: *Q. Olivia Rivers*  
Signature

Q. Olivia Rivers  
(Type or Print Name)

Executive Director  
(Title)

# ATTACHMENT G

## Projected Budget

**CDBG Budget**

October 1, 2025 - September 30, 2026



COMMUNITY DEVELOPMENT  
Pasadena, Texas

Agency Name: The Bridge Over Troubled Waters

Program Name: Emergency Shelter

IDIS Activity No.: TBD

Ord. Number: 2026 - TBD

Budget Amount: **\$87,000.00** \$

Month	Personnel	Maintenance	Insurance	Utilities	Other	Request Total	Balance
						Request Amount	
<b>Original Budget</b>	\$ 52,424.74	\$ 12,492.10	\$ 7,492.00	\$ 10,431.26	\$ 4,159.90	\$ -	\$ 87,000.00
Revision #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Revision #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Revision #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>New Budget</b>	\$ 52,424.74	\$ 12,492.10	\$ 7,492.00	\$ 10,431.26	\$ 4,159.90	\$ -	
October	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 79,750.00
November	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 72,500.00
December	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 65,250.00
January	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 58,000.00
February	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 50,750.00
March	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 43,500.00
April	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 36,250.00
May	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 29,000.00
June	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 21,750.00
July	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 14,500.00
August	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ 7,250.00
September	\$ 4,368.73	\$ 1,041.01	\$ 624.33	\$ 869.27	\$ 346.66	\$ 7,250.00	\$ (0.00)
<b>Remaining Balance:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,000.00	\$ (0.00)

- 1 Personnel
- 2 Maintenance
- 3 Insurance
- 4 Utilities
- 5 Other
- 6

Percentage of Funds Spent to Date: 100%

**ATTACHMENT H**  
**Eligible Income by Family Size**



## Eligible Income by Family Size Effective June 05, 2025

**Based on Percentage of Houston-The Woodlands-Sugar Land Median Family Income**

Income Level	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Extremely Low Income	\$21,250	\$24,300	\$27,350	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
Very Low Income	\$35,400	\$40,450	\$45,500	\$50,500	\$54,600	\$58,650	\$62,700	\$66,750
Low Income	\$56,650	\$64,750	\$72,850	\$80,900	\$87,400	\$93,850	\$100,350	\$106,800

0% - 30% = Extremely Low Income Level (0% - 30% of Houston-The Woodlands-Sugar Land Median Family Income)

31% - 50% = Low Income Level (31% - 50% of Houston-The Woodlands-Sugar Land Median Family Income)

51% - 80% = Moderate Income Level (51% - 80% of Houston-The Woodlands-Sugar Land Median Family Income)

*\*Amounts subject to change, as HUD deems necessary.*

AGENDA REQUEST

ORDINANCE  RESOLUTION

2F

NO: 2026-

CAPTION: AN AGREEMENT WITH SARAH'S HOUSE TO PROVIDE SHELTER OPERATIONS AND SERVICES FOR HOMELESS WOMEN AND CHILDREN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG). \$85,355.00.

RECOMMENDATIONS & JUSTIFICATION: USE OF CDBG FUNDS BY SARAH'S HOUSE WAS APPROVED IN THE 2025 ANNUAL ACTION PLAN(RESOLUTION 2025-128).

(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: 01/30/2026

REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

APPROVED:

*Car Brumlee*

CITY ATTORNEY

DATE

DATE

*Thomas Schreiber*

MAYOR

DEFERRED:

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 1-30-26

AMOUNT: **\$85,355.00**

DEPARTMENT NO: **068**

ACCOUNT NO. **8548**

TASK NO. **CD137**

CIP NO. **N/A**

PROJECT DESCRIPTION: Community Development Block Grant funds to Sarah's House, in connection with a public service program, to provide shelter operation services to homeless women and children of Pasadena.

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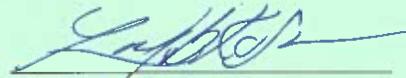
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I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it 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 SUBRECIPIENT AGREEMENT ATTACHED HERETO AS EXHIBIT “1” BY AND BETWEEN THE CITY OF PASADENA, TEXAS, AND SARAH’S HOUSE TO PERFORM CERTAIN SERVICES AND COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS IN CONNECTION WITH THE DISBURSEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN CONNECTION WITH A PUBLIC SERVICE PROGRAM OPERATED BY SARAH’S HOUSE TO PROVIDE HOMELESS SHELTER SERVICES TO LOW- AND MODERATE- INCOME PERSONS; AND APPROPRIATING THE AMOUNT OF EIGHTY FIVE THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS AND 00/100 (\$85,355.00) OUT OF COMMUNITY DEVELOPMENT BLOCK GRANT ACCOUNT NO. 068-CD137-8548.**

WHEREAS, by Resolution No. 2025-128 the City Council authorized the filing of an application with the U.S. Department of Housing and Urban Development (“HUD”) to participate in the Community Development Block Grant (“CDBG”) and HOME Investment Partnerships (“HOME”) Entitlement Funding Programs; and

WHEREAS, a portion of such application included a request for public service category funds to assist Sarah’s House in operating its public service program to provide homeless shelter services for low- and moderate- income clients residing within the corporate limits of the City; and

WHEREAS, such application was filed by the City and has been approved by HUD; and

WHEREAS, the City, acting pursuant to an order of its governing body, has entered into a Grant Contract with the United States of America, Grant Application No. B-25-MC-48-0019 acting by and through its Department of Housing and Urban Development for federal funding of a Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Sarah’s House has requested that the City disburse designated funds to it; and

WHEREAS, HUD regulations require the City through its Community Development Department enter into a written agreement prior to disbursing any CDBG funds to Sarah’s House; and

WHEREAS, Sarah's House has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the City pursuant to its governmental functions to provide services for the betterment of its citizens does authorize Sarah's House to perform said services; and

WHEREAS, the activities and performance of services outlined in Attachment F, will be procured in accordance with all governmental requirements and funding will be appropriated at such time that City Council approves the award and execution of a commitment; and

WHEREAS, the City Controller has certified to the City Council that a sufficient sum is available 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 Agreement, a facsimile of which is attached hereto, incorporated herein for all purposes and designated Exhibit "1", by and between the City of Pasadena, Texas and Sarah's House for the disbursement of Community Development Block Grant (CDBG) funds in connection with a public service program operated by Sarah's House to provide homeless shelter services to eligible low- and moderate- income clients residing within the corporate limits of the City is hereby authorized and approved.

SECTION 2. That the City Council finds that such agreement is reasonable and necessary and that the fiscal obligation of the City thereunder has heretofore been duly certified for availability of payment out of Account No. 068-CD137-8548 in the amount of eighty five thousand three hundred fifty-five dollars and 00/100 (\$85,355.00). 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 Commitment document and counterparts thereof.

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 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 MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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

**EXHIBIT "1"  
SUBRECIPIENT AGREEMENT**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Subrecipient Agreement (the "Agreement") is made as of the last date specified herein by the City of Pasadena, Texas, a home-rule city of the State of Texas situated in Harris County, Texas, (the "Grantee") and Sarah's House, a Texas non-profit organization situated in Pasadena, Texas (the "Subrecipient"). The initial addresses of the parties are as follows:

Community Development Department  
P.O. Box 672  
Pasadena, Texas 77506

Sarah's House  
P. O. Box 4995  
Pasadena, Texas 77502

**WITNESSETH:**

WHEREAS, by Resolution No. 2025-128 the City Council authorized the filing of an application with the U.S. Department of Housing and Urban Development ("HUD") to participate in the Community Development Block Grant ("CDBG") and HOME Investment Partnerships (HOME) Entitlement Funding Programs; and

WHEREAS, a portion of such application included a request for public service category funds to assist the Subrecipient in operating its public service program to provide homeless shelter services for low- and moderate- income clients residing within the corporate limits of the City; and

WHEREAS, such application was filed by the City and has been approved by HUD; and

WHEREAS, the City, acting pursuant to an order of its governing body, has entered into a Grant Contract with the United States of America, Grant Application No. B-25-MC-48-0019 acting by and through its Department of Housing and Urban Development for federal funding of a Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Subrecipient has requested that the Grantee disburse designated funds to it; and

WHEREAS, HUD regulations require the Grantee to obtain an executed agreement prior to disbursing any CDBG funds to the Subrecipient; and

WHEREAS, the Subrecipient has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the Grantee pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the Subrecipient to perform said services;

NOW, THEREFORE, for and in consideration of the benefits to the Grantee and the Subrecipient, it is hereby committed as follows:

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## **Article I. SCOPE OF SERVICES**

### **Section 1.01 Eligible Activities**

As a condition of receiving this subaward, the Subrecipient shall provide the activities described in Attachment F, attached hereto and incorporated herein for all purposes, in a manner satisfactory to the Grantee in accordance with the terms and conditions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974 and all regulations issued thereunder.

### **Section 1.02 National Objective**

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Commitment shall meet the following CDBG Program National Objective:

24 CFR 570.208 (a) (2) (i) (A) LMI Limited Clientele – Presumed Benefit

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meets the above referenced CDBG National Objective for each activity carried out within each reporting period.

### **Section 1.03 Performance Reporting**

The Subrecipient will submit a performance report each month using an approved form(s) required by the Grantee. The performance report shall be due on the 15<sup>th</sup> of each month and must be received and approved prior to the Grantee authorizing payment to the Subrecipient. Failure to submit complete performance reports of activities by the due date will result in delay of payment.

### **Section 1.04 Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## **Article II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of October, 2025 and end on the 30th day of September, 2026. This Agreement shall not exceed one year, unless authorized by the Director of Housing and Community Development or his/her designee.

## **Article III. PAYMENT PROCEDURES AND REPORTING**

### **Section 3.01 Payment Contingent on Receipt of Funds from HUD**

It is expressly understood that the Grantee has no City funds for the payment of services to be rendered under this Agreement, and the Grantee payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above-mentioned grant(s).

### **Section 3.02 Budget**

The Subrecipient shall perform its services within the monetary limits contained in Attachment G. The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the application and commitment development process, and that any changes to the summary budget will require the Subrecipient to submit a Request for Budget Revision form to the Grantee for approval. Upon approval, the Grantee shall provide a revised budget to the Subrecipient.

### **Section 3.03 Maximum Amount to be paid**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed eighty five thousand three hundred fifty-five dollars and 00/100 (\$85,355.00). Drawdowns for the payment of allowable costs shall be made against the budget, attached hereto as Attachment G, and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

### **Section 3.04 Payment Procedures**

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee's policy concerning payment. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. All unexpended CDBG funds by the Subrecipient may be de-obligated and recaptured by the Grantee.

Reimbursement requests must be submitted on, or before, the 15th day of the month using a format provided by the Grantee for costs incurred during the preceding month. Reimbursement requests shall include (1) Request for Payment Form, (2) back up documentation for all expenditures, and (3) beneficiary reporting as specified in this Agreement.

In the event that the Grantee or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the Grantee or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the Grantee within thirty (30) days of written notice of the disallowance.

### **Section 3.05 Program Income**

If applicable, the Subrecipient shall report monthly all program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for

activities permitted under this Agreement, once costs have been determined eligible by the Grantee in writing. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

### Section 3.06 Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### Section 3.07 Reporting

The Subrecipient shall submit such reports as required by the Grantee to meet its local obligations and its obligations to HUD. The Grantee will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- a) Monthly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- b) Semi-Annual reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified within this Agreement.
- c) Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

## Article IV. CERTIFICATE OF INTERESTED PARTIES

That pursuant to the requirement 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.

## Article V. NOTICES

Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Grantee, then to:  
Community Development Department  
P.O. Box 672  
Pasadena, TX 77506  
Email: [Commdev@pasadenatx.gov](mailto:Commdev@pasadenatx.gov)  
Fax: 713-475-7037

If to Subrecipient, then to:  
Sarah's House  
P.O. Box 4995  
Pasadena, TX 77502  
Email: [Bonnie.m@sarahshouse.org](mailto:Bonnie.m@sarahshouse.org)  
Fax: 281-974-1921

Each party shall have the right to change its respective address and each shall have the right to specify this change as its new address, provided that at least 10 days written notice is given of such new address to the other party.

## **Article VI. SPECIAL CONDITIONS**

### **Section 6.01 Cross Cutting Requirements**

The Subrecipient shall adhere to all other applicable CDBG requirements as outlined in 24 CFR 570 Subpart K including, but not limited to:

- a) Public Law 88-352 “**Title VI of the Civil Rights Act of 1964**” (42 U.S.C. 20000d et seq.), and implementing regulations in 24 CFR Part 1 – *No person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.*
- b) Public Law 90-284 “**Fair Housing Act**” (42 U.S.C. 3601-3620).
- c) **Executive Order 11063 “Equal Opportunity in Housing”**, as amended by Executive Order 12259 “Leadership & Coordination of Fair Housing in Federal Programs.”
- d) **Section 109 of the Housing and Community Development Act of 1974** - *No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.*
- e) **Age Discrimination Act of 1974**, as amended (42 U.S.C. 610 et. seq.) – *No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.*
- f) **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794) – *No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.*
- g) **Labor Standards** - *Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.*
- h) **Copeland “Anti-kickback” Act** (Pub. L. 73-324, 48 Stat. 948, enacted June 13, 1934, codified at 18 U.S.C. § 874) is a U.S. labor law and act of Congress that supplemented the Davis–Bacon Act of 1931.
- i) **National Environmental Policy Act of 1969** (24 CFR Part 58).
- j) **Flood Disaster Protection Act of 1973** (42 U.S.C. 4106).
- k) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)** (42 U.S.C. 4601-4655).
- l) **Executive Order 14173 Ending Illegal Discrimination and Restoring Merit-Based Opportunity.**
- m) **Executive Order 14205 Establishment of the White House Faith Office.**
- n) **Section 3 of the Housing and Urban Development Act of 1968.**

- o) **Lead-Based Paint Poisoning Prevention Act** (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).
- p) **2 CFR Part 200** “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- q) **Executive Order 12372** “Intergovernmental Review of Federal Programs.”
- r) Eligibility restrictions for certain resident aliens.
- s) Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).
- t) Public Law 101-336 “**Americans with Disabilities Act of 1990**,” as amended (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) – *Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.*

#### Section 6.02 Citizen Participation

The Subrecipient shall have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefitting or affected by the program or project covered under this agreement.

The Subrecipient’s written procedures to address grievances or complaints shall provide for employees or participants to contact the Grantee only after the complainant has exhausted the Subrecipient’s internal procedures. The Subrecipient shall notify all employees and program participants of its grievance procedure. Such notification must include the telephone number to reach the Grantee. The Subrecipient shall immediately notify the Grantee of all grievances or complaints received by the Subrecipient for services provided by this Agreement.

#### Section 6.03 Women-and Minority-Owned Business (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least 51% owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### Section 6.04 Build America, Buy American Act

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s project.

#### Section 6.05 Occupational Safety and Health Administration (OSHA)

The Subrecipient shall comply with all applicable federal, state, and local laws and regulations, including but not limited to workplace safety requirements as enforced by OSHA.

## Section 6.06 Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of the Grantee Department must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

## Article VII. GENERAL CONDITIONS

### Section 7.01 Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations) concerning Community Development Block Grant (CDBG) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds available under this Agreement, to supplement rather than supplant funds otherwise available.

### Section 7.02 Independent Entity

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent entity" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent entity.

### Section 7.03 Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### Section 7.04 Workers' Compensation

The Subrecipient agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the program funded under this Agreement, and the Subrecipient shall require any Sub-Subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law. Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code §406.003, such documentation of self-insurance shall be provided to the Grantee.

### Section 7.05 Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. It is further agreed by the parties to this Agreement that the Grantee may, prior to the execution of this Agreement, request the Subrecipient to furnish the Grantee certificates of insurance listing the City of Pasadena as a Certificate Holder.

### Section 7.06 Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### Section 7.07 Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient.

## **Article VIII. ADMINISTRATIVE REQUIREMENTS**

### Section 8.01 Financial Management

The Subrecipient shall comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E, Cost Principles, for all costs incurred whether charged on a direct or indirect basis.

### Section 8.02 Documentation and Record Keeping

#### (a) Records to be maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- 1) Records providing a full description of each activity undertaken;
- 2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- 3) Records required to determine the eligibility of activities;

- 4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- 6) Financial standards, as required by 24 CFR 570.502 and 2 CFR 200;
- 7) Records documenting that the Subrecipient has an active registration in SAM.gov, and is not disbarred, suspended, or ineligible from participation in federally funded activities as required by 2 CFR Part 25, Appendix A and 2 CFR 200.213; and
- 8) Other records necessary to document compliance with 24 CFR Part 570 Subpart K;

**(b) Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

**(c) Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, service area demonstrating project/program meet noted National Objective, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The following tables provide guidance for documenting Race/Ethnicity, Income Levels and Presumed Benefit Individuals.

**RACE / ETHNICITY REPORTING**

White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black/African American	A person having origins in any of the black racial groups of Africa.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
American Indian/Alaskan Native	A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.
Native Hawaiian/Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native and White	A person having these multiple racial origins as defined above.
Asian and White	A person having these multiple racial origins as defined above.
Black/African American and White	A person having these multiple racial origins as defined above.

American Indian/Alaskan Native and Black/African American	A person having these multiple racial origins as defined above.
Other Multi- Racial	Category used for reporting individual responses that are not included in any of the categories listed above.

### INCOME LEVEL REPORTING

Extremely Low Income	Persons benefiting whose income is at or below 30% of the median family income for the area.
Low Income	Persons benefiting whose income is above 30% and at or below 50% of the median family income for the area.
Moderate Income	Persons benefiting whose income is above 50% and at or below 80% of the median family income for the area.
Non-Low/Moderate Income	Persons benefiting whose income is above 80% of the median family income for the area.

### PRESUMED BENEFIT REPORTING

Abused Children	Extremely Low Income
Battered Spouses	Low Income
Severely Disabled Adults	Low Income
Homeless Persons	Extremely Low Income
Illiterate Adults	Low Income
Persons with AIDS	Low Income
Migrant Farm Workers	Low Income
Elderly	<p>If assistance is to acquire, construct, convert, and/or rehabilitate a senior center or to pay for providing center-based senior services, report the beneficiaries as moderate income.</p> <p>If assistance is for other services (not center-based), report the elderly beneficiaries as low income.</p>

#### (d) Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the Public Information Act (PIA) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### (e) Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200 are completed to the satisfaction of the Grantee. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable, and determining the custodianship of records.

#### (f) Audits and Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, HUD, its designees or the federal government, at any time during normal business hours,

as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of such deficiencies by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR 200.

#### Section 8.03 Procurement

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

#### Section 8.04 Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- (a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- (b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period without meeting no further requirements.
- (c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which the funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the

current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## **Article IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City of Pasadena ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **Article X. ENVIRONMENTAL CONDITIONS**

### **Section 10.01 General**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA). The Grantee will be responsible for performing the necessary obligations related to this section.

### **Section 10.02 Air and Water**

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- (a) Clean Air Act, 42 U.S.C., 7401, et seq.;
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- (c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

### **Section 10.03 Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### Section 10.04 Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### Section 10.05 Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.

### **Article XI. CONDUCT**

#### Section 11.01 Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

#### Section 11.02 Subcontracts

##### (a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

##### (b) Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

##### (c) Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall ensure that all subcontracts in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

Section 11.03 Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

Section 11.04 Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- (a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- (b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Section 11.05 Lobbying

The Subrecipient hereby certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly:
- (d) Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Section 11.06 Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

#### Section 11.07 Prohibited Activity

The Subrecipient is prohibited from using CDBG funds, or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

#### Section 11.08 Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### **Article XII. SUSPENSION OR TERMINATION**

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Subrecipient to fulfill in a timely manner and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

### **Article XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **Article XIV. SECTIONS HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **Article XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **Article XVI. 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 Subrecipient 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 Grantee and the Subrecipient with respect to this Agreement.

(Signature)  
Name: Bonnie Hart  
Title: Executive Director  
Date: 2-05-2026

\_\_\_\_\_  
Thomas Schoenbein  
Mayor of the City of Pasadena  
Date Signed: \_\_\_\_\_

ATTEST SEAL:

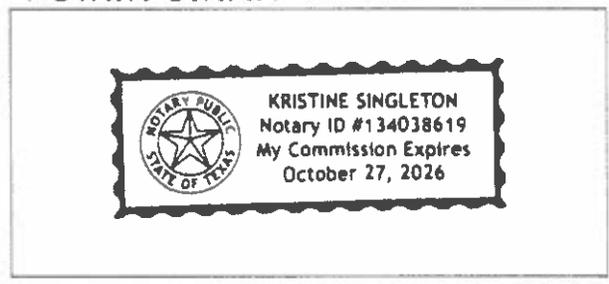
Subscribed and sworn before me, this: 5  
Day of February, 2026 a Notary  
Public in and for Harris County,  
State of Texas

Kristine Singleton  
(Signature)

NOTARY PUBLIC:

My Commission expires on: 10-27-26

NOTARY STAMP:



ATTEST:

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

APPROVED AS TO FORM:

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

**ATTACHMENT A**  
**General Subaward Information**



COMMUNITY DEVELOPMENT

Pasadena, Texas

**ATTACHMENT A**  
**GENERAL INFORMATION**

**GRANTEE:**

Awarding Official: Sara Rogers  
Title: Director  
  
Grantee Name: City of Pasadena  
Address: P.O. Box 672  
City, State Zip: Pasadena, TX 77501-0672  
Telephone: 713-475-7294

**SUBRECIPIENT:**

Primary Contact: Bonnie Martin  
Title: Executive Director  
Subrecipient  
Name: Sarah's House  
Address: P.O. Box 4995  
City, State, Zip: Pasadena, Texas 77502  
Telephone: 713-475-1480

Federal Award Agency: U.S. Department of Housing and Urban Development (HUD)

Federal Award Identification Number: B-25-MC-48-0019

CFDA Number and Name: 14.218 Community Development Block Grant/Entitlement Grants

Indirect Cost Rate for the Federal Award: N/A

Federal Award Date: 1/16/2026

Federal Award Project Description: The program operates as a homeless shelter for low- to moderate-income women and children transitioning from homelessness to independent living in the greater Pasadena area. Shelter, food, clothing and other basic necessities are provided. Grant funds will be utilized for operational costs - salaries, supplies, rent, utilities and printing materials.

Is the award for research and development? No

National Objective: LMC

Subrecipient's unique entity identifier: NLSKN2BBRK43

Period of Performance: October 1, 2025 – September 30, 2026

Federal Award Amount: \$85,355.00

## ATTACHMENT B

Certification for Contract, Grants, Loans and Cooperative Agreements



COMMUNITY DEVELOPMENT

**ATTACHMENT B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients/Recipient Departments shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12 day of December, 2025.

By: \_\_\_\_\_

Bonnie Martin  
Signature

Bonnie Martin  
(Type or Print Name)

Executive Director  
(Title)

## ATTACHMENT C

Conflict of Interest (Regulations, Disclosure and Questionnaire)



COMMUNITY DEVELOPMENT

**ATTACHMENT C**

**2 CFR §200.112 CONFLICT OF INTEREST**

Federal, state, and local law prohibits employees and public officials of the City of Pasadena from participating on behalf of the City in any transaction in which they have a financial interest. The Subrecipient must disclose in writing any potential conflict of interest. Please answer the questionnaire below.

1. Is there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is or has have been within one year of the date of this application a City employee or consultant, or a member of the City Council, a City Advisory Board, a City Commission, and or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

2. Will the CDBG funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who currently is or has have been within one year of the date of this application a City employee, consultant, or a member of the City Council, City Advisory Board, a City Commission, and or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

3. Are there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or a member of the City Council, a City Advisory Board, a City Commission and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY



COMMUNITY DEVELOPMENT

If you have answered "Yes" to any questions listed on this Conflict of Interest Form, the City of Pasadena Community Development Department, alongside the City Attorney's Office, will need to determine whether a real or apparent conflict of interest exists.

Executed this 11 day of December, 2020.

By: *Bonnie Markov*  
Signature

Bonnie Markov  
(Type or Print Name)

Executive Director  
(Title)

**ATTACHMENT D**  
**Subrecipient Agreement Provisions**



## **ATTACHMENT D**

### **SUBRECIPIENT AGREEMENT PROVISIONS**

#### I. Purpose and Authority

The Grantee is a recipient of PY 2025 Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). HUD's PY 2025 grant agreement includes Addendum 1 – Policy Requirements, issued pursuant to Executive Orders 14168, 14182, 14154, 14218, and related federal statutes and regulations. These policy provisions are binding on all recipients and subrecipients of CDBG funds.

#### II. Incorporation by Reference

To ensure full compliance, the Grantee hereby incorporates into this Agreement, by reference and without attaching the federal Addendum 1 itself, the specific policy provisions derived from Addendum 1 and outlined in Exhibit 2 (2025 Federal Policy Clauses). Exhibit 2 is made part of this Agreement as if fully stated herein and may be administratively updated by the Grantee as HUD issues subsequent guidance or amendments to Addendum 1.

#### III. Applicability and Flow-Down

The Subrecipient shall comply with all requirements stated in Exhibit 2, and shall ensure that its employees, contractors, and consultants likewise comply with those requirements for all activities funded in whole or in part with CDBG funds. These provisions shall “flow down” to all covered agreements.

#### IV. Compliance and Enforcement

Compliance with the policies in Exhibit 2 is a material condition of this Agreement and of the Subrecipient's eligibility for reimbursement. The Grantee may require the Subrecipient to provide program materials (including flyers, outreach publications, or participant documentation) to verify compliance. Failure to comply may result in corrective action, suspension of payments, or termination of this Agreement in accordance with 2 CFR 200.339-343.

#### V. Relationship to Other Federal Requirements

These PY 2025 policy provisions are in addition to, and do not supersede, other Federal requirements applicable to this Agreement. In the event of a conflict, the more restrictive provision shall apply unless HUD provides written direction otherwise.



COMMUNITY DEVELOPMENT

Providence, Texas

VI. Reference Authorities

The policy provisions contained in Exhibit 2 implement the following federal authorities:

- a. Executive Order 14168 – *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*
- b. Executive Order 14173 – *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*
- c. Executive Order 14182 – *Enforcing the Hyde Amendment*
- d. Executive Order 14154 – *Unleashing American Energy*
- e. Executive Order 14218 – *Ending Taxpayer Subsidization of Open Borders*
- f. Executive Order 14205 – *Establishment of the White House Faith Office*
- g. 8 U.S.C. § 1601 et seq. (PRWORA – Immigration Eligibility and Verification)
- h. 31 U.S.C. § 3729(b)(4) (False Claims Act – Material Compliance Provision)

[Continued on Next Page]



COMMUNITY DEVELOPMENT

HOUSTON, TEXAS

## **EXHIBIT 2: PY 2025 FEDERAL POLICY CLAUSES (CDBG PROGRAM)**

The Exhibit sets forth the Federal policy requirements that apply to the Subrecipient as a condition of participation in the CDBG Program for Program Year 2025. These provisions are incorporated into and made a material part of the Subrecipient agreement.

### Section 1. Prohibition on Use of Funds to Promote “Gender Ideology”

1. Policy Requirement – In accordance with Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*, the Subrecipient shall not use any CDBG funds to promote “gender ideology.”
2. Definitions – For purposes of this section:
  - a. “Gender ideology” means any theory or policy asserting that sex is determined by subjective identity rather than biological reality, as defined in Section 2(f) of E.O. 14168 and any subsequent HUD or OMB guidance.
  - b. For the purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the prohibited ideology.
3. Agency Forms and Data Collection – All forms, applications, surveys, or data-collection instruments developed or used by the Subrecipient for CDBG-funded activities that request information on an individual’s sex shall list only the options “Male” or “Female.”
  - a. Such forms shall not include questions or fields requesting or recording gender identity, gender expression, or similar classifications.
  - b. Existing forms containing such fields shall be modified or replaced for CDBG-funded purposes to ensure compliance with E.O. 14168.
4. Grantee Review – At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, social-media posts, or other public materials related to CDBG-funded activities for Grantee review to ensure compliance with this provision prior to release or posting.
5. Consistency with Existing Civil Rights Requirements – Nothing in this section shall be construed to limit or modify the Subrecipient’s obligations under any other law protecting individuals from unlawful discrimination.

### Section 2. Compliance with Federal Anti-Discrimination Laws and False Claims Act Provisions

1. General Requirement – The Subrecipient shall comply in all respects with all applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
2. Material Compliance under the False Claims Act – Pursuant to E.O. 14173 and 31 U.S.C. § 3729(b)(4), the Subrecipient acknowledges that compliance with Federal civil-rights and anti-discrimination laws is material to the U.S. Government’s payment decisions under the False Claims Act.
3. Certification – By execution of this Agreement, the Subrecipient certifies that it does not and will not operate any program in violation of these laws and shall promptly report to the Grantee any



## COMMUNITY DEVELOPMENT

Providing a better life

filed or pending civil-rights complaint, investigation, or finding of non-compliance related to any CDBG-funded activity.

### Section 3. Prohibition of Use of Funds for Elective Abortions

1. Policy Requirements – Pursuant to E.O. 14182, Enforcing the Hyde Amendment, the Subrecipient shall not use any CDBG funds to fund or promote elective abortions.
2. Definition – For purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the performance of elective abortions.
3. Grantee Review – At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, or other outreach materials for Grantee review to ensure compliance with this provision.

### Section 4. Environmental Considerations

1. Policy Requirement – Notwithstanding any prior Notice of Funding Opportunity (NOFO) or application materials, this Agreement shall not be governed by orders revoked by E.O. 14154, Restoring the Rule of Law in Federal Administration, including E.O. 14008, Tackling the Climate Crisis at Home and Abroad.
2. NEPA Unchanged – Nothing in this section shall alter or exempt the Subrecipient from compliance with existing environmental-review requirements under 24 CFR Part 58 or the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq. If the NEPA statute or its implementing regulations, including those at 24 CFR Part 58, are amended or superseded during the term of this Agreement, this provision shall be automatically deemed amended to reflect and require compliance with such updated authority, as interpreted by HUD or other applicable Federal agencies.

### Section 5. Immigration Status Verification and SAVE System Compliance

1. Policy Requirement – To ensure implementation and compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA, 8 U.S.C. §§ 1601– 1646) and E.O. 14218, Ending Taxpayer Subsidization of Open Borders, the Subrecipient shall assist the Grantee in ensuring that CDBG assistance is not provided to ineligible aliens.
2. Subrecipient Role – Subrecipients serving as program administrators shall assist the Grantee in ensuring compliance with PWRORA. Subrecipients may collect intake information and supporting documentation. The Subrecipient shall transmit collected documentation to the Grantee for 5 verifications through the Systematic Alien Verification for Entitlements (SAVE) Program or an equivalent verification system approved by the Federal Government.
3. Grantee Role and Determinations – The Grantee shall perform all SAVE verifications and maintain the official verification record. Any denial decisions issued by the Grantee based on SAVE results or Federal guidance are final and binding on the Subrecipient.
4. Prohibitions – No Subrecipient shall use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

deportation, including by maintaining policies or practices that materially impede enforcement of Federal immigration laws.

**Section 6. Equal Treatment for Faith-Based Organizations**

1. Policy Requirements – Faith-based organizations are eligible to participate as Subrecipients on the same basis as any other organization, consistent with E.O. 14205.
2. Prohibition on Religious Activities – No CDBG funds may be used for inherently religious activities such as worship, instruction, or proselytization. Any such religious activities must be separate in time or location from HUD-funded activities and voluntary for participants.
3. Non-Discrimination – The Subrecipient shall not, in the selection of contractors, vendors, or beneficiaries, discriminate on the basis of religious character, affiliation, or exercise.

**ATTACHMENT E**  
**Drug-Free Workplace Requirements and Certification**



COMMUNITY DEVELOPMENT  
Pasadena, Texas

**ATTACHMENT E**

**DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATIONS**

The certification set out below is a material representation upon which reliance is placed by the City of Pasadena and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the Subrecipient/Recipient Department knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient/Recipient Department will comply with the other provisions of the Act and with other applicable laws.

**CERTIFICATION:**

1. Subrecipient/Recipient Department certifies that it shall provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the work place;
    - ii. Subrecipient/Recipient Department's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after such a conviction;
  - e. Notifying Grantee and/or the U.S. Department of Housing and Urban Development in writing within 10 calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personal action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



COMMUNITY DEVELOPMENT

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
2. Subrecipient/Recipient Department shall list the site(s) for the performance of work done in connection with the HUD funding of the program activity to be carried out. Place of Performance shall include the street address, city, county, State, and zip code.

Insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient/Recipient Department further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Community Development Department immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE:

STREET ADDRESS	CITY	COUNTY	STATE	ZIP
711 Pecten Rd	Pasadena	Harris	TX	77502

Executed this 17th day of December 2025

By: Bonnie Martin  
 Signature  
Bonnie Martin  
 (Type or Print Name)  
Executive Director  
 (Title)

**ATTACHMENT F**

**Scope of Service**



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**ATTACHMENT F**  
**SCOPE OF SERVICE**

This Scope of Service is based on the proposal prepared and submitted by, **Sarah's House (the "Subrecipient")** through the City of Pasadena Community Development Department's annual Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Subaward Commitment and/or Agreement shall control. In addition to the activities listed below, the **Subrecipient** agrees to operate this project and/or program in accordance with Community Development Block Grant requirements and all other applicable federal, state and local regulations.

The **Subrecipient** shall maintain documentation that demonstrates that the activities carried out with funds provided meet the CDBG National Objective referenced within this Subaward Commitment and/or Agreement. Demographic information, including but not limited to; age, race, ethnicity, sex, familial status, proof of income and/or residency for all participants serviced, 51% of which must be from low- to moderate-income households. Falling below 51% on a monthly basis may lead to a desk review, concern or finding. The **Subrecipient** shall track its monthly benchmarks to ensure compliance at the end of the time of performance term.

Additionally, the **Subrecipient** shall collect documentation **prior to** providing services verifying that each person served resides within the Pasadena city limits (*must be a permanent resident*), **and** meets the income eligibility thresholds, as applicable, set forth by the U.S. Department of Housing and Urban Development (HUD).

**PROGRAM DESCRIPTION**

Agency/Department Name:	<b>Sarah's House</b>
Activity/Project Name:	<b>Sarah's House Emergency Shelter</b>
Amount Awarded:	<b>\$85,355.00</b>
Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided and how they are to be provided.	
Sarah's House will provide shelter and basic necessities, including food, water, hygiene needs and clothing, to assist homeless women and their children in transitioning from homelessness to independent living. Our program goals are executed through a combination of providing basic needs as well as hand on case management by our staff and volunteers. Sarah's House also provides the following services that will assist this population group break down the barriers that keep them from moving towards self-sufficiency; Advocacy, Case Management, Peer Support Groups, financial education, information and referral to available resources (daycare, immigration, social security, workforce) and therapy. Sarah's House also provides transportation to job interviews, school, work and daycare. Services are provided for women housed at 711 Perla Rd. Pasadena, Texas.	



COMMUNITY DEVELOPMENT

Pasadena, Texas

**UNITS OF SERVICE**

What is a Unit of Service in regards to your Program? How will you calculate the service(s) provided to the City of Pasadena residents? Services provided **must be** quantifiable, for example, children cared for per month, parents to receive instruction, courses to be taught.

**One (1) unit of service is equal to One (1) night of stay for each client.**

**DETERMINATION FOR ELIGIBILITY**

Define how each client eligibility will be determined and documented

Our intake system requires that the prospective clients answer a series of questions related to the events that caused them to be homeless. all to ensure that they meet program requirements for the program. Information for HMIS (Homeless Management Information System) is collected at intake, such as, employment, sources of income, residence, bank statements, identification and other pertinent information. Client eligibility is determined during screening and intake based on their current residency and income status. Documentation of client eligibility and participation is collected, filed and securely stored.

**PERFORMANCE SCHEDULE MEASURES / STANDARDS**

<b>Total New Clients</b> anticipated to be assisted by project/program:	<b>50</b>
<b>Total Units of Service</b> expected to be provided by project/program:	<b>1,350</b>
What is your projected "Units of Service" goals for your program's initial 6 month to midway point?	
Projected units of service is <b>675</b> by the 6 month midway point.	
What is your projected "New Client" goals for your program's initial 6 month or midway point?	
Projected number of NEW Clients is <b>25</b> by the 6 month midway point.	
What is your projected "Units of Service" goals for your programs end of year?	
Projected units of service is <b>1,350</b> by the end of the program year.	
What is your projected "New Client" goals for your program's end of year?	
Projected number of NEW Clients is <b>50</b> by the end of the program year.	



**COMMUNITY DEVELOPMENT**  
Pasadena, Texas

**STAFFING**

Name and job description of each staff member that will be involved in the administration of this activity/project.

Name	Bonnie Martin	Phone	713-475-1480
Title	Executive Director	Email	

The Executive Director has over 25 years' experience in the execution of services in the nonprofit industry. This individual is responsible for the administration of all organizational programs and ensures the solid governance of such along with the collaboration and direction of the organizational Board of Directors. The Executive Director oversees all aspects of funding and the appropriation of such funding and ensures compliance of both government, federal, state and all local funding.

Name	Kaitlyn Edmonson	Phone	713-475-1480
Title	Direct Service Operations Assistant	Email	

The Direct Services Operations Assistant is responsible for financial and administrative support, records management, and assisting with facility management. The Direct Service Operations Assistant inputs client services data for the CDBG grand reporting. This position plays a crucial role in providing high level administrative support to the Compliance Manager, the Executive Director and ensures the shelter facility functions efficiently for the residents served by Sarah's House. The Direct Service Operations Assistant interacts with residents daily assisting in ensuring the needs of residents are met.

Name	Tina Tucker	Phone	713-475-1480
Title	Grants Accountant	Email	

The Grants Accountant is responsible for grant billing, grant budgeting and grant reporting for all grants received by Sarah's House.

Name	Tish Hinojosa	Phone	713-475-1480
Title	Deputy Director	Email	

The Deputy Director is responsible for ensuring Sarah's House is in compliance with Grant requirements. This individual also promotes residential advancement and well-being toward self-sufficiency through the direct interaction with residents to assist in identifying residential needs.



COMMUNITY DEVELOPMENT  
Pasadena, Illinois

THE INDIVIDUALS NAMED BELOW ARE AUTHORIZED TO SIGN REQUEST FOR PAYMENT FORMS, REQUESTS FOR BUDGET REVISIONS, CLIENT DATA REPORTING FORMS, GRANT ACCOMPLISHMENT REPORTS AND OTHER GRANT DOCUMENTS (AS APPLICABLE).

TYPED NAME	TITLE	SIGNATURE OF INDIVIDUAL
Bonnie Martin	Executive Director	<i>Bonnie Martin</i>
Cash Hinojosa	Deputy Director	<i>Cash Hinojosa</i>
Zina Tucker	Grants Accountant	<i>Zina Tucker</i>

\*Please note persons listed above cannot also be the "preparer" of the grant document he/she is authorizing.

I certify that the above listed signatures are the individuals authorized to co-sign request for payment forms, requests for budget revisions, client data reporting forms, grant accomplishment reports and other grant documents (as applicable).

Executed this 18<sup>th</sup> day of December, 2025.

By: *Bonnie Martin*  
Signature

Bonnie Martin  
(Type or Print Name)

Executive Director  
(Title)

**ATTACHMENT G**  
**Projected Budget**

# CDBG Budget

October 1, 2025 - September 30, 2026



COMMUNITY DEVELOPMENT  
Department - 14403

Emergency Shelter

Sarah's House

Program Name:

TBD

Ord. Number: 2026 - TBD

Agency Name:

IDIS Activity No.:

**Budget Amount: \$85,355.00**

Month	Personnel	Supplies	Marketing	Operating Cost	Client Services	Request Total	Balance
Original Budget	\$ 69,746.84	\$ 1,000.00	\$ 880.00	\$ 9,078.16	\$ 4,650.00	Request Amount \$ 85,355.00	\$ 85,355.00
Revision #1	\$ -	\$ -	\$ -	\$ -	\$ -		
Revision #2	\$ -	\$ -	\$ -	\$ -	\$ -		
Revision #3	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>New Budget</b>	<b>\$ 69,746.84</b>	<b>\$ 1,000.00</b>	<b>\$ 880.00</b>	<b>\$ 9,078.16</b>	<b>\$ 4,650.00</b>		
October	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 78,242.08
November	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 71,129.17
December	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 64,016.25
January	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 56,903.33
February	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 49,790.42
March	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 42,677.50
April	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 35,564.58
May	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 28,451.67
June	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 21,338.75
July	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 14,225.83
August	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 7,112.92
September	\$ 5,812.24	\$ 83.33	\$ 73.33	\$ 756.51	\$ 387.50	\$ 7,112.92	\$ 0.00
<b>Remaining Balance:</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ 85,355.00</b>	<b>\$ 0.00</b>

- 1 Personnel
- 2 Supplies
- 3 Marketing
- 4 Operating Cost
- 5 Client Services
- 6

Percentage of Funds Spent to Date: 100%

**ATTACHMENT H**  
**Eligible Income by Family Size**



## Eligible Income by Family Size Effective June 05, 2025

Based on Percentage of Houston-The Woodlands-Sugar Land Median Family Income

Income Level	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Extremely Low Income	\$21,250	\$24,300	\$27,350	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
Very Low Income	\$35,400	\$40,450	\$45,500	\$50,500	\$54,600	\$58,650	\$62,700	\$66,750
Low Income	\$56,650	\$64,750	\$72,850	\$80,900	\$87,400	\$93,850	\$100,350	\$106,800

0% - 30% = Extremely Low Income Level (0% - 30% of Houston-The Woodlands-Sugar Land Median Family Income)

31% - 50% = Low Income Level (31% - 50% of Houston-The Woodlands-Sugar Land Median Family Income)

51% - 80% = Moderate Income Level (51% - 80% of Houston-The Woodlands-Sugar Land Median Family Income)

*\*Amounts subject to change, as HUD deems necessary.*

## AGENDA REQUEST

ORDINANCE     RESOLUTION

26    NO: 2026-

**CAPTION:** A COMMITMENT BETWEEN THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE PUBLIC WORKS DEPARTMENT FOR A PUBLIC FACILITIES AND IMPROVEMENT PROJECT: CENTER STREET PAVING AND DRAINAGE PROJECT FOR A TOTAL APPROPRIATION OF \$1,092,220.18 WITH FUNDS PROVIDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

**RECOMMENDATIONS & JUSTIFICATION:** USE OF CDBG FUNDS BY THE PUBLIC WORKS DEPARTMENT WAS APPROVED IN THE 2024 ANNUAL ACTION PLAN (RESOLUTION 2024-149).

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

**BUDGETED:**                       **COUNCIL DISTRICT(S) AFFECTED:** D  
**REQUIRES APPROPRIATION:**   
 See attached Certification

Sara Rogers

*Sara Rogers*

### COUNCIL ACTION

**COMMUNITY DEVELOPMENT DATE:** 01/30/2026  
**REQUESTING PARTY (TYPED)**

**FIRST READING:**

**FINAL READING:**

\_\_\_\_\_ **BUDGET DEPARTMENT**

\_\_\_\_\_ **MOTION**

\_\_\_\_\_ **MOTION**

\_\_\_\_\_ **PURCHASING DEPARTMENT**

\_\_\_\_\_ **SECOND**

\_\_\_\_\_ **SECOND**

**APPROVED:**

*Carli Brangle*  
 \_\_\_\_\_  
**CITY ATTORNEY**

\_\_\_\_\_ **DATE**

\_\_\_\_\_ **DATE**

*Thomas Schwaninger*  
 \_\_\_\_\_  
**MAYOR**

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

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: 1-30-20

AMOUNT: **\$1,092,220.18**

DEPARTMENT NO: **068**

ACCOUNT NO. **830124**

TASK NO. **CD136**

CIP NO. **N/A**

PROJECT DESCRIPTION: A Commitment between the Community Development Department and Public Works Department to use CDBG funds for a public facilities and improvements project: Center St. Paving and Drainage.

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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 COMMITMENT ATTACHED HERETO AS EXHIBIT “1” BY AND BETWEEN THE CITY OF PASADENA, PUBLIC WORKS DEPARTMENT BY AND THROUGH ITS DIRECTOR/ADMINISTRATOR OF PUBLIC WORKS TO PERFORM CERTAIN SERVICES AND COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS IN CONNECTION WITH THE DISBURSEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN CONNECTION WITH A PUBLIC FACILITIES AND IMPROVEMENTS PROJECT OPERATED BY THE PUBLIC WORKS DEPARTMENT KNOWN AS THE CENTER STREET PAVING AND DRAINAGE IMPROVEMENTS PROJECT, IN A LOW-AND MODERATE-INCOME AREA; AND APPROPRIATING THE AMOUNT OF ONE MILLION NINETY TWO THOUSAND TWO HUNDRED TWENTY DOLLARS AND 18/100 (\$1,092,220.18) OUT OF COMMUNITY DEVELOPMENT BLOCK GRANT ACCOUNT NO. 068-CD136-830124.**

WHEREAS, by Resolution No. 2024-149 the City Council authorized the filing of an application with the U.S. Department of Housing and Urban Development (“HUD”) to participate in the Community Development Block Grant (“CDBG”), HOME Investment Partnerships (“HOME”) Entitlement Funding Programs, and Emergency Solutions Grant (“ESG”); and

WHEREAS, a portion of such application included a request for public facilities and improvement funds to assist the Public Works Department in operating its public improvements project to replace paving and drainage materials in a low- and moderate- income area within the corporate limits of the City; and

WHEREAS, such application was filed by the City and has been approved by HUD; and

WHEREAS, the City, acting pursuant to an order of its governing body, has entered into a Grant Contract with the United States of America, Grant Application No. B-24-MC-48-0019 acting by and through its Department of Housing and Urban Development for federal funding of a Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Public Works Department has requested that the City disburse designated funds to it; and

WHEREAS, HUD regulations require the City through its Community Development Department to make a commitment prior to disbursing any CDBG funds to the Public Works Department; and

WHEREAS, the Public Works Department has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the City pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the Public Works Department to perform said services; and

WHEREAS, the activities and performance of services outlined in Attachment F, will be procured in accordance with all governmental requirements and funding will be appropriated at such time that City Council approves the award and execution of a commitment; and

WHEREAS, the City Controller has certified to the City Council that a sufficient sum is available 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 Agreement, a facsimile of which is attached hereto, incorporated herein for all purposes and designated Exhibit "1", committing the Public Works Department of the City of Pasadena, Texas by and through its Public Works Director/Administrator for the disbursement of Community Development Block Grant (CDBG) funds in connection with a project operated by the Public Works Department to replace paving and drainage materials in a low- and moderate- income area within the corporate limits of the City is hereby authorized and approved.

SECTION 2. That the City Council finds that such commitment by the Director/Administrator of the Public Works Department is reasonable and necessary and that the fiscal obligation of the City thereunder has heretofore been duly certified for availability of payment out of Account No. 068-CD136-830124 in the amount of one million ninety-two thousand two hundred twenty dollars and 18/100 (\$1,092,220.18).

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 Commitment document and counterparts thereof.

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 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 MUELLER  
CITY SECRETARY  
CITY OF PASADENA, TEXAS

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



WHEREAS, the Recipient Department has requested that the Grantee Department disburse designated funds to it; and

WHEREAS, HUD regulations require the Grantee Department to obtain an executed commitment prior to disbursing any CDBG funds to the Recipient Department; and

WHEREAS, the Recipient Department has agreed to commit to perform certain services and comply with applicable laws, rules and regulations in connection with the disbursement of the CDBG funds; and

WHEREAS, the Grantee Department pursuant to its governmental functions to provide services for the betterment of its citizens does authorize the Recipient Department to perform said services;

NOW, THEREFORE, for and in consideration of the benefits to the Grantee Department and the Recipient Department, it is hereby committed as follows:

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## **Article I. SCOPE OF SERVICES**

### **Section 1.01 Eligible Activities**

As a condition of receiving this subaward, the Recipient Department shall provide the activities described in Attachment F, attached hereto and incorporated herein for all purposes, in a manner satisfactory to the Grantee Department in accordance with the terms and conditions of this Commitment and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974 and all regulations issued thereunder.

### **Section 1.02 National Objective**

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient Department certifies and agrees that the activities carried out with funds provided under this Commitment shall meet the following CDBG Program National Objective:

24 CFR 570.208 (a) (1) (i) LMI Area Benefit

The Recipient Department agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Commitment meets the above referenced CDBG National Objective for each activity carried out within each reporting period.

### **Section 1.03 Performance Reporting**

The Recipient Department will submit a performance report each month using an approved form(s) required by the Grantee Department. The performance report shall be due on the 15<sup>th</sup> of each month and must be received and approved prior to the Grantee Department authorizing payment to the Recipient Department. Failure to submit complete performance reports of activities by the due date will result in delay of payment.

### **Section 1.04 Performance Monitoring**

The Grantee Department will monitor the performance of the Recipient Department against goals and performance standards as stated above. Substandard performance as determined by the Grantee Department will constitute noncompliance with this Commitment. If action to correct such substandard performance is not taken by the Recipient Department within a reasonable period of time after being notified by the Grantee Department, contract suspension or termination procedures will be initiated.

## **Article II. TIME OF PERFORMANCE**

Services of the Recipient Department shall start on the 1st day of October, 2025 and end on the 30th day of September, 2026. This Commitment shall not exceed one year, unless authorized by the Director of Housing and Community Development or his/her designee.

### **Article III. PAYMENT PROCEDURES AND REPORTING**

#### **Section 3.01 Payment Contingent on Receipt of Funds from HUD**

It is expressly understood that the Grantee Department has no City funds for the payment of services to be rendered under this Commitment, and the Grantee Department payment obligation under this Commitment is contingent upon receipt of funds from HUD, by virtue of the above-mentioned grant(s).

#### **Section 3.02 Budget**

The Recipient Department shall perform its services within the monetary limits contained in Attachment G. The Recipient Department understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Recipient Department to the Grantee Department during the application and commitment development process, and that any changes to the summary budget will require the Recipient Department to submit a Request for Budget Revision form to the Grantee Department for approval. Upon approval, the Grantee Department shall provide a revised budget to the Recipient Department.

#### **Section 3.03 Maximum Amount to be paid**

It is expressly agreed and understood that the total amount to be paid by the Grantee Department under this Commitment shall not exceed One Million Ninety-Two Thousand Two Hundred Twenty Dollars and 18/100 (\$1,092,220.18). Drawdowns for the payment of allowable costs shall be made against the budget, attached hereto as Attachment G, and in accordance with performance.

Payments may be contingent upon certification of the Recipient Department's financial management system in accordance with the standards specified in 2 CFR 200.

#### **Section 3.04 Payment Procedures**

The Grantee Department will reimburse the Recipient Department based upon information submitted by the Recipient Department and consistent with any approved budget and Grantee Department's policy concerning payment. Payments will be made for eligible expenses actually incurred by the Recipient Department, and not to exceed actual cash requirements. All unexpended CDBG funds by the Recipient Department may be de-obligated and recaptured by the Grantee Department.

Reimbursement requests must be submitted on, or before, the 15th day of the month using a format provided by the Grantee Department for costs incurred during the preceding month. Reimbursement requests shall include (1) Request for Payment Form, (2) back up documentation for all expenditures, and (3) beneficiary reporting as specified in this Commitment.

In the event that the Grantee Department or HUD determines that any funds were expended by the Recipient Department for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the Grantee Department or HUD may order repayment of the same. The Recipient Department shall remit the disallowed amount to the Grantee Department within thirty (30) days of written notice of the disallowance.

### Section 3.05 Program Income

If applicable, the Recipient Department shall report monthly all program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Commitment. The use of program income by the Recipient Department shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Recipient Department may use such income during the Commitment period for activities permitted under this Commitment, once costs have been determined eligible by the Grantee Department in writing. All unused program income shall be returned to the Grantee Department at the end of the Commitment period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee Department.

### Section 3.06 Indirect Costs

If indirect costs are charged, the Recipient Department will develop an indirect cost allocation plan for determining the appropriate Recipient Department's share of administrative costs and shall submit such plan to the Grantee Department for approval, in a form specified by the Grantee Department.

### Section 3.07 Reporting

The Recipient Department shall submit such reports as required by the Grantee Department to meet its local obligations and its obligations to HUD. The Grantee Department will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- a) Monthly reports on demographic and income information regarding persons assisted by the Recipient Department through this Commitment.
- b) Semi-Annual reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified within this Commitment.
- c) Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

## **Article IV. CERTIFICATE OF INTERESTED PARTIES**

That pursuant to the requirement 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.

## **Article V. NOTICES**

Notices required by the Commitment shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Commitment shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Grantee Department, then to:  
Community Development Department  
P.O. Box 672

If to Recipient Department, then to:  
Public Works Department  
P.O. Box 672

Pasadena, TX 77506  
Email: [Commdev@pasadenatx.gov](mailto:Commdev@pasadenatx.gov)  
Fax: 713-475-7037

Pasadena, TX 77506  
Email: [MGardemal@pasadenatx.gov](mailto:MGardemal@pasadenatx.gov)  
Fax: 713-475-7833

Each party shall have the right to change its respective address and each shall have the right to specify this change as its new address, provided that at least 10 days written notice is given of such new address to the other party.

## Article VI. SPECIAL CONDITIONS

### Section 6.01 Cross Cutting Requirements

The Recipient Department shall adhere to all other applicable CDBG requirements as outlined in 24 CFR 570 Subpart K including, but not limited to:

- a) Public Law 88-352 “**Title VI of the Civil Rights Act of 1964**” (42 U.S.C. 20000d et seq.), and implementing regulations in 24 CFR Part 1 – *No person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.*
- b) Public Law 90-284 “**Fair Housing Act**” (42 U.S.C. 3601-3620).
- c) **Executive Order 11063 “Equal Opportunity in Housing”**, as amended by Executive Order 12259 “Leadership & Coordination of Fair Housing in Federal Programs.”
- d) **Section 109 of the Housing and Community Development Act of 1974** - *No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.*
- e) **Age Discrimination Act of 1974**, as amended (42 U.S.C. 610 et. seq.) – *No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.*
- f) **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794) – *No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.*
- g) **Labor Standards** - *Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.*
- h) **Copeland “Anti-kickback” Act** (Pub. L. 73-324, 48 Stat. 948, enacted June 13, 1934, codified at 18 U.S.C. § 874) is a U.S. labor law and act of Congress that supplemented the Davis–Bacon Act of 1931.
- i) **National Environmental Policy Act of 1969** (24 CFR Part 58).
- j) **Flood Disaster Protection Act of 1973** (42 U.S.C. 4106).
- k) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)** (42 U.S.C. 4601-4655).

- l) **Executive Order 14173 Ending Illegal Discrimination and Restoring Merit-Based Opportunity.**
- m) **Executive Order 14205 Establishment of the White House Faith Office.**
- n) **Section 3 of the Housing and Urban Development Act of 1968.**
- o) **Lead-Based Paint Poisoning Prevention Act** (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).
- p) **2 CFR Part 200** “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- q) **Executive Order 12372** “Intergovernmental Review of Federal Programs.”
- r) Eligibility restrictions for certain resident aliens.
- s) Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).
- t) **Public Law 101-336 “Americans with Disabilities Act of 1990,”** as amended (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) – *Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.*

#### Section 6.02 Citizen Participation

The Recipient Department shall have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefitting or affected by the program or project covered under this Commitment.

The Recipient Department’s written procedures to address grievances or complaints shall provide for employees or participants to contact the Grantee Department only after the complainant has exhausted the Recipient Department’s internal procedures. The Recipient Department shall notify all employees and program participants of its grievance procedure. Such notification must include the telephone number to reach the Grantee Department. The Recipient Department shall immediately notify the Grantee Department of all grievances or complaints received by the Recipient Department for services provided by this Commitment.

#### Section 6.03 Women-and Minority-Owned Business (W/MBE)

The Recipient Department will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Commitment. As used in this Commitment, the term “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least 51% owned and controlled by minority group members or women. The Recipient Department may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### Section 6.04 Build America, Buy American Act

The Recipient Department must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient Department’s project.

#### Section 6.05 Occupational Safety and Health Administration (OSHA)

The Recipient Department shall comply with all applicable federal, state, and local laws and regulations, including but not limited to workplace safety requirements as enforced by OSHA.

#### Section 6.06 Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of the Grantee Department must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

### **Article VII. GENERAL CONDITIONS**

#### Section 7.01 Compliance

The Recipient Department agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations) concerning Community Development Block Grant (CDBG) including Subpart K of these regulations, except that (1) the Recipient Department does not assume the Grantee Department's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient Department does not assume the Grantee Department's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Recipient Department also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds available under this Commitment, to supplement rather than supplant funds otherwise available.

#### Section 7.02 Independent Entity

Nothing contained in this Commitment is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient Department shall at all times remain an "independent entity" with respect to the services to be performed under this Commitment. The Grantee Department shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient Department is an independent entity.

#### Section 7.03 Hold Harmless

The Recipient Department shall hold harmless, defend and indemnify the Grantee Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient Department's performance or nonperformance of the services or subject matter called for in this Commitment.

#### Section 7.04 Workers' Compensation

The Recipient Department agrees to furnish Grantee Department with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Recipient Department active in the program funded under this Commitment, and the Recipient Department shall require any sub-subrecipients to carry adequate

Workers' Compensation Insurance in the amounts required by state law. Accordingly, if the Recipient Department has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code §406.003, such documentation of self-insurance shall be provided to the Grantee Department.

#### Section 7.05 Insurance and Bonding

The Recipient Department shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee Department. It is further agreed by the parties to this Commitment that the Grantee Department may, prior to the execution of this Commitment, request the Recipient Department to furnish the Grantee Department certificates of insurance listing the City of Pasadena as a Certificate Holder.

#### Section 7.06 Grantee Recognition

The Recipient Department shall insure recognition of the role of the Grantee Department in providing services through this Commitment. All activities, facilities and items utilized pursuant to this Commitment shall be prominently labeled as to funding source. In addition, the Recipient Department will include a reference to the support provided herein in all publications made possible with funds made available under this Commitment.

#### Section 7.07 Amendments

The Grantee Department or Recipient Department may amend this Commitment at any time provided that such amendments make specific reference to this Commitment and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee Department's governing body. Such amendments shall not invalidate this Commitment nor relieve or release the Grantee Department or Recipient Department from its obligations under this Commitment.

Additionally, the Grantee Department may, in its discretion, amend this Commitment to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Commitment, such modifications will be affected only by written amendment signed by both the Grantee Department and Recipient Department.

### **Article VIII. ADMINISTRATIVE REQUIREMENTS**

#### Section 8.01 Financial Management

The Recipient Department shall comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Recipient Department shall administer its program in conformance with 2 CFR 200 Subpart E, Cost Principles, for all costs incurred whether charged on a direct or indirect basis.

## Section 8.02 Documentation and Record Keeping

### (a) Records to be maintained

The Recipient Department shall maintain all records required by this Commitment, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Commitment, including but not limited to:

- 1) Records providing a full description of each activity undertaken;
- 2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- 3) Records required to determine the eligibility of activities;
- 4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- 6) Financial standards, as required by 24 CFR 570.502 and 2 CFR 200;
- 7) Records documenting that the Recipient Department has an active registration in SAM.gov, and is not disbarred, suspended, or ineligible from participation in federally funded activities as required by 2 CFR Part 25, Appendix A and 2 CFR 200.213; and
- 8) Other records necessary to document compliance with 24 CFR Part 570 Subpart K;

### (b) Retention

The Recipient Department shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Commitment for a period of five (5) years. The retention period begins on the date of the submission of the Grantee Department's annual performance and evaluation report to HUD in which the activities assisted under the Commitment are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

### (c) Client Data

The Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, service area demonstrating project/program meets noted National Objective, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee Department monitors or their designees for review upon request. The following tables provide guidance for documenting Race/Ethnicity, Income Levels and Presumed Benefit Individuals.

## RACE / ETHNICITY REPORTING

White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black/African American	A person having origins in any of the black racial groups of Africa.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
American Indian/Alaskan Native	A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.
Native Hawaiian/Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native and White	A person having these multiple racial origins as defined above.
Asian and White	A person having these multiple racial origins as defined above.
Black/African American and White	A person having these multiple racial origins as defined above.
American Indian/Alaskan Native and Black/African American	A person having these multiple racial origins as defined above.
Other Multi- Racial	Category used for reporting individual responses that are not included in any of the categories listed above.

## INCOME LEVEL REPORTING

Extremely Low Income	Persons benefiting whose income is at or below 30% of the median family income for the area.
Low Income	Persons benefiting whose income is above 30% and at or below 50% of the median family income for the area.
Moderate Income	Persons benefiting whose income is above 50% and at or below 80% of the median family income for the area.
Non-Low/Moderate Income	Persons benefiting whose income is above 80% of the median family income for the area.

## PRESUMED BENEFIT REPORTING

Abused Children	Extremely Low Income
Battered Spouses	Low Income
Severely Disabled Adults	Low Income
Homeless Persons	Extremely Low Income
Illiterate Adults	Low Income
Persons with AIDS	Low Income
Migrant Farm Workers	Low Income
Elderly	<p>If assistance is to acquire, construct, convert, and/or rehabilitate a senior center or to pay for providing center-based senior services, report the beneficiaries as moderate income.</p> <p>If assistance is for other services (<u>not center-based</u>), report the elderly beneficiaries as low income.</p>

(d) Disclosure

The Recipient Department understands that client information collected under this Commitment is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee Department's or Recipient Department's responsibilities with respect to services provided under this Commitment, is prohibited by the Public Information Act (PIA) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

(e) Close-outs

The Recipient Department's obligation to the Grantee Department shall not end until all closeout requirements described in 2 CFR 200 are completed to the satisfaction of the Grantee Department. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets, including the return to the Grantee Department of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable, and determining the custodianship of records.

(f) Audits and Inspections

All Recipient Department records relevant to any matters covered by this Commitment shall be made available to the Grantee Department, HUD, its designees or the federal government, at any time during normal business hours, as often as the Grantee Department or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient Department within 30 days after receipt of such deficiencies by the Recipient Department. Failure of the Recipient Department to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient Department hereby agrees to have an annual agency audit conducted in accordance with current Grantee Department policy concerning audits and 2 CFR 200.

### Section 8.03 Procurement

The Recipient Department shall comply with current Grantee Department policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee Department upon termination of this Commitment. Unless specified otherwise within this Commitment, the Recipient Department shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

### Section 8.04 Use and Reversion of Assets

The use and disposition of real property and equipment under this Commitment shall be in compliance with the requirements of 2 CFR Part 200, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- (a) The Recipient Department shall transfer to the Grantee Department any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Commitment at the time of expiration, cancellation, or termination.
- (b) Real property under the Recipient Department's control that was acquired or improved, in whole or in part, with funds under this Commitment in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this Commitment. If the Recipient Department fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient Department shall pay the Grantee Department an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee Department. The Recipient Department may retain real property acquired or improved under this Commitment after the expiration of the five-year period without meeting no further requirements.
- (c) In all cases in which equipment acquired, in whole or in part, with funds under this Commitment is sold, the proceeds shall be program income (prorated to reflect the extent to which the funds received under this Commitment were used to acquire the equipment). Equipment not needed by the Recipient Department for activities under this Commitment shall be (a) transferred to the Grantee Department for the CDBG program or (b) retained after compensating the Grantee Department (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## **Article IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Recipient Department agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient Department shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient Department also agrees to comply with applicable City of Pasadena ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **Article X. ENVIRONMENTAL CONDITIONS**

### **Section 10.01 General**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA). The Grantee Department will be responsible for performing the necessary obligations related to this section.

## Section 10.02 Air and Water

The Recipient Department agrees to comply with the following regulations insofar as they apply to the performance of this Commitment:

- (a) Clean Air Act, 42 U.S.C., 7401, et seq.;
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- (c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

## Section 10.03 Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient Department shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

## Section 10.04 Lead-Based Paint

The Recipient Department agrees that any construction or rehabilitation of residential structures with assistance provided under this Commitment shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## Section 10.05 Historic Preservation

The Recipient Department shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Commitment. In general, this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.

## **Article XI. CONDUCT**

### **Section 11.01 Assignability**

The Recipient Department shall not assign or transfer any interest in this Commitment without the prior written consent of the Grantee Department. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee Department.

### **Section 11.02 Subcontracts**

#### **(a) Approvals**

The Recipient Department shall not enter into any subcontracts with any agency or individual in the performance of this Commitment without the written consent of the Grantee Department prior to the execution of such agreement.

#### **(b) Monitoring**

The Recipient Department shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### **(c) Content**

The Recipient Department shall cause all of the provisions of this Commitment in its entirety to be included in and made a part of any subcontract executed in the performance of this Commitment.

#### **(d) Selection Process**

The Recipient Department shall ensure that all subcontracts in the performance of this Commitment shall be awarded in a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee Department along with documentation concerning the selection process.

### **Section 11.03 Hatch Act**

The Recipient Department agrees that no funds provided, nor personnel employed under this Commitment, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

### **Section 11.04 Conflict of Interest**

The Recipient Department agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- (a) The Recipient Department shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.**
- (b) No employee, officer or agent of the Recipient Department shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.**

- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee Department, the Recipient Department, or any designated public agency.

#### Section 11.05 Lobbying

The Recipient Department hereby certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- (c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly:
- (d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Section 11.06 Copyright

If this Commitment results in any copyrightable material or inventions, the Grantee Department and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

### Section 11.07 Prohibited Activity

The Recipient Department is prohibited from using CDBG funds, or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

### Section 11.08 Religious Activities

The Recipient Department agrees that funds provided under this Commitment will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **Article XII. SUSPENSION OR TERMINATION**

In accordance with 2 CFR 200, the Grantee Department may suspend or terminate this Commitment if the Recipient Department materially fails to comply with any terms of this Commitment, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Recipient Department to fulfill in a timely manner and proper manner its obligations under this Commitment;
- (c) Ineffective or improper use of funds provided under this Commitment; or
- (d) Submission by the Recipient Department to the Grantee Department of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Commitment may also be terminated for convenience by either the Grantee Department or the Recipient Department, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee Department determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee Department may terminate the award in its entirety.

Termination of this Commitment shall not relieve the Recipient Department of liability for any breach of this Commitment that occurs prior to such termination or expiration.

## **Article XIII. SEVERABILITY**

If any provision of this Commitment is held invalid, the remainder of the Commitment shall not be affected thereby and all other parts of this Commitment shall nevertheless be in full force and effect.

## **Article XIV. SECTIONS HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Commitment are included for convenience only and shall not limit or otherwise affect the terms of this Commitment.

## **Article XV. WAIVER**

The Grantee Department's failure to act with respect to a breach by the Recipient Department does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **Article XVI. ENTIRE COMMITMENT**

This Commitment 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 Commitment constitutes the entire commitment of the City of Pasadena and the Recipient Department for the use of funds received under this Commitment, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient Department with respect to this Commitment.

RECIPIENT DEPARTMENT

[Signature]  
(Signature)

Name: Robin Green

Title: Public Works Director

Date: 2/4/2026

THE CITY OF PASADENA, TEXAS

Thomas Schoenbein  
Mayor of the City of Pasadena  
Date Signed: \_\_\_\_\_

ATTEST/SEAL:

Subscribed and sworn before me, this: 4  
Day of February, 2026 a Notary  
Public in and for Harris County.  
State of Texas

[Signature]  
(Signature)

ATTEST:

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

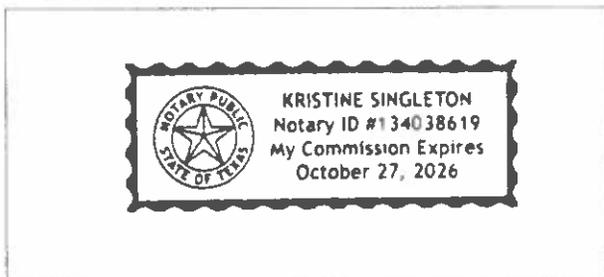
APPROVED AS TO FORM:

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

NOTARY PUBLIC:

My Commission expires on: 10-27-26

NOTARY STAMP:



**ATTACHMENT A**  
**General Subaward Information**



COMMUNITY DEVELOPMENT  
Pasadena, Texas

**ATTACHMENT A**  
**GENERAL INFORMATION**

**GRANTEE DEPARTMENT:**

Awarding Official: Sara Rogers  
Title: Director  
Grantee Name: City of Pasadena  
Address: P.O. Box 672  
City, State Zip: Pasadena, TX 77501-0672  
Telephone: 713-475-7294

**RECIPIENT DEPARTMENT:**

Primary Contact: Robin Green, Jr., P.E.  
Title: Director  
Recipient Name: Public Works Department  
Address: P.O. Box 672  
City, State, Zip: Pasadena, Texas 77506-0672  
Telephone: 713-475-7835

Federal Award Agency: U.S. Department of Housing and Urban Development (HUD)

Federal Award Identification Number: B-24-MC-48-0019

CFDA Number and Name: 14.218 Community Development Block Grant/Entitlement Grants

Indirect Cost Rate for the Federal Award: N/A

Federal Award Date: 09/17/2024

Federal Award Project Description: The Center Street Paving & Drainage Improvements Project includes replacing existing concrete along Center Street with 8-inch thick reinforced concrete pavement for a distance of roughly 1,300 ft. The existing storm sewer will be extended with storm curb inlets to alleviate area flooding. Approximately 1,020 Pasadena residents will benefit.

Is the award for research and development? No

National Objective: LMA

Subrecipient's unique entity identifier: LJNKC66VKKM5

Period of Performance: October 1, 2025 – September 30, 2026

Federal Award Amount: \$1,092,220.18

## ATTACHMENT B

Certification for Contract, Grants, Loans and Cooperative Agreements



**ATTACHMENT B**

**CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients / Recipient Departments shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 28 day of January, 2026.

By:   
Signature

Robin S. Green, Jr.

(Type or Print Name)

Director of Public Works

(Title)

## ATTACHMENT C

Conflict of Interest (Regulations, Disclosure and Questionnaire)



COMMUNITY DEVELOPMENT

**ATTACHMENT C**

**2 CFR §200.112 CONFLICT OF INTEREST**

Federal, state, and local law prohibits employees and public officials of the City of Pasadena from participating on behalf of the City in any transaction in which they have a financial interest. The Recipient Department must disclose in writing any potential conflict of interest. Please answer the questionnaire below.

1. Is there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is or has/have been within one year of the date of this application a City employee or consultant, or a member of the City Council, a City Advisory Board, a City Commission, and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

2. Will the CDBG funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who currently is or has/have been within one year of the date of this application a City employee, consultant, or a member of the City Council, City Advisory Board, a City Commission, and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY

3. Are there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or a member of the City Council, a City Advisory Board, a City Commission and/or a City Committee?  YES  NO

*If yes, list the name(s) and affiliation in the space provided below:*

NAME	POSITION	AFFILIATION WITH CITY



COMMUNITY DEVELOPMENT  
Pasadena, CA

If you have answered "Yes" to any questions listed on this Conflict of Interest Form, the City of Pasadena Community Development Department, alongside the City Attorney's Office, will need to determine whether a real or apparent conflict of interest exists.

Executed this 28 day of January, 2026.

By:   
Signature

Robin S. Green, Jr.

(Type or Print Name)

Director of Public Works

(Title)

## ATTACHMENT D

### Recipient Department Commitment Provisions

## **ATTACHMENT D**

### **RECIPIENT DEPARTMENT COMMITMENT PROVISIONS**

#### **I. Purpose and Authority**

The Grantee Department is a recipient of PY 2025 Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). HUD's PY 2025 grant agreement includes Addendum 1 – Policy Requirements, issued pursuant to Executive Orders 14168, 14182, 14154, 14218, and related federal statutes and regulations. These policy provisions are binding on all recipients and subrecipients of CDBG funds.

*Note: This Commitment is made utilizing PY 2024 CDBG funds from HUD. HUD has not issued guidance stating that Addendum 1 applies retroactively; however, based on the structure of HUD's grant agreements, it is reasonable to interpret that adherence to the Executive Orders referenced in Addendum 1 would apply to any new contracts.*

#### **II. Incorporation by Reference**

To ensure full compliance, the Grantee Department hereby incorporates into this Commitment, by reference and without attaching the federal Addendum 1 itself, the specific policy provisions derived from Addendum 1 and outlined in Exhibit 2 (2025 Federal Policy Clauses). Exhibit 2 is made part of this Commitment as if fully stated herein and may be administratively updated by the Grantee as HUD issues subsequent guidance or amendments to Addendum 1.

#### **III. Applicability and Flow-Down**

The Recipient Department shall comply with all requirements stated in Exhibit 2, and shall ensure that its employees, contractors, and consultants likewise comply with those requirements for all activities funded in whole or in part with CDBG funds. These provisions shall “flow down” to all covered agreements.

#### **IV. Compliance and Enforcement**

Compliance with the policies in Exhibit 2 is a material condition of this Commitment and of the Recipient Department's eligibility for reimbursement. The Grantee Department may require the Recipient Department to provide program materials (including flyers, outreach publications, or participant documentation) to verify compliance. Failure to comply may result in corrective action, suspension of payments, or termination of this Commitment in accordance with 2 CFR 200.339-343.

#### **V. Relationship to Other Federal Requirements**



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PASADENA, TEXAS

These PY 2025 policy provisions are in addition to, and do not supersede, other Federal requirements applicable to this Commitment. In the event of a conflict, the more restrictive provision shall apply unless HUD provides written direction otherwise.

VI. Reference Authorities

The policy provisions contained in Exhibit 2 implement the following federal authorities:

- a. Executive Order 14168 – *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*
- b. Executive Order 14173 – *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*
- c. Executive Order 14182 – *Enforcing the Hyde Amendment*
- d. Executive Order 14154 – *Unleashing American Energy*
- e. Executive Order 14218 – *Ending Taxpayer Subsidization of Open Borders*
- f. Executive Order 14205 – *Establishment of the White House Faith Office*
- g. 8 U.S.C. § 1601 et seq. (PRWORA – Immigration Eligibility and Verification)
- h. 31 U.S.C. § 3729(b)(4) (False Claims Act – Material Compliance Provision)

[Continued on Next Page]



COMMUNITY DEVELOPMENT

HOUSTON, TEXAS

## **EXHIBIT 2: PY 2025 FEDERAL POLICY CLAUSES (CDBG PROGRAM)**

The Exhibit sets forth the Federal policy requirements that apply to the Recipient Department as a condition of participation in the CDBG Program for Program Year 2025. These provisions are incorporated into and made a material part of the Recipient Department Commitment.

### Section 1. Prohibition on Use of Funds to Promote “Gender Ideology”

1. Policy Requirement – In accordance with Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*, the Recipient Department shall not use any CDBG funds to promote “gender ideology.”
2. Definitions – For purposes of this section:
  - a. “Gender ideology” means any theory or policy asserting that sex is determined by subjective identity rather than biological reality, as defined in Section 2(f) of E.O. 14168 and any subsequent HUD or OMB guidance.
  - b. For the purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the prohibited ideology.
3. Agency Forms and Data Collection – All forms, applications, surveys, or data-collection instruments developed or used by the Recipient Department for CDBG-funded activities that request information on an individual’s sex shall list only the options “Male” or “Female.”
  - a. Such forms shall not include questions or fields requesting or recording gender identity, gender expression, or similar classifications.
  - b. Existing forms containing such fields shall be modified or replaced for CDBG-funded purposes to ensure compliance with E.O. 14168.
4. Grantee Review – At the request of the Grantee Department, the Recipient Department shall provide advance copies of flyers, brochures, social-media posts, or other public materials related to CDBG-funded activities for Grantee Department review to ensure compliance with this provision prior to release or posting.
5. Consistency with Existing Civil Rights Requirements – Nothing in this section shall be construed to limit or modify the Recipient Department’s obligations under any other law protecting individuals from unlawful discrimination.

### Section 2. Compliance with Federal Anti-Discrimination Laws and False Claims Act Provisions

1. General Requirement – The Recipient Department shall comply in all respects with all applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
2. Material Compliance under the False Claims Act – Pursuant to E.O. 14173 and 31 U.S.C. § 3729(b)(4), the Recipient Department acknowledges that compliance with Federal civil-rights and anti-discrimination laws is material to the U.S. Government’s payment decisions under the False Claims Act.



## COMMUNITY DEVELOPMENT

FUSO (FUND) TEXAS

3. Certification – By execution of this Commitment, the Recipient Department certifies that it does not and will not operate any program in violation of these laws and shall promptly report to the Grantee Department any filed or pending civil-rights complaint, investigation, or finding of non-compliance related to any CDBG-funded activity.

### Section 3. Prohibition of Use of Funds for Elective Abortions

1. Policy Requirements – Pursuant to E.O. 14182, Enforcing the Hyde Amendment, the Recipient Department shall not use any CDBG funds to fund or promote elective abortions.
2. Definition – For purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the performance of elective abortions.
3. Grantee Review – At the request of the Grantee Department, the Recipient Department shall provide advance copies of flyers, brochures, or other outreach materials for Grantee review to ensure compliance with this provision.

### Section 4. Environmental Considerations

1. Policy Requirement – Notwithstanding any prior Notice of Funding Opportunity (NOFO) or application materials, this Commitment shall not be governed by orders revoked by E.O. 14154, Restoring the Rule of Law in Federal Administration, including E.O. 14008, Tackling the Climate Crisis at Home and Abroad.
2. NEPA Unchanged – Nothing in this section shall alter or exempt the Recipient Department from compliance with existing environmental-review requirements under 24 CFR Part 58 or the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq. If the NEPA statute or its implementing regulations, including those at 24 CFR Part 58, are amended or superseded during the term of this Commitment, this provision shall be automatically deemed amended to reflect and require compliance with such updated authority, as interpreted by HUD or other applicable Federal agencies.

### Section 5. Immigration Status Verification and SAVE System Compliance

1. Policy Requirement – To ensure implementation and compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA, 8 U.S.C. §§ 1601– 1646) and E.O. 14218, Ending Taxpayer Subsidization of Open Borders, the Recipient Department shall assist the Grantee Department in ensuring that CDBG assistance is not provided to ineligible aliens.
2. Recipient Department Role – Recipient Departments serving as program administrators shall assist the Grantee in ensuring compliance with PWRORA. Recipient Departments may collect intake information and supporting documentation. The Recipient Department shall transmit collected documentation to the Grantee Department for 5 verifications through the Systematic Alien Verification for Entitlements (SAVE) Program or an equivalent verification system approved by the Federal Government.



## COMMUNITY DEVELOPMENT

Providence, Rhode Island

3. Grantee Role and Determinations – The Grantee Department shall perform all SAVE verifications and maintain the official verification record. Any denial decisions issued by the Grantee based on SAVE results or Federal guidance are final and binding on the Recipient Department.
4. Prohibitions – No Recipient Department shall use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of Federal immigration laws.

### Section 6. Equal Treatment for Faith-Based Organizations

1. Policy Requirements – Faith-based organizations are eligible to participate as Recipient Departments on the same basis as any other organization, consistent with E.O. 14205.
2. Prohibition on Religious Activities – No CDBG funds may be used for inherently religious activities such as worship, instruction, or proselytization. Any such religious activities must be separate in time or location from HUD-funded activities and voluntary for participants.
3. Non-Discrimination – The Recipient Department shall not, in the selection of contractors, vendors, or beneficiaries, discriminate on the basis of religious character, affiliation, or exercise.

# ATTACHMENT E

## Drug-Free Workplace Requirements and Certification



COMMUNITY DEVELOPMENT

## ATTACHMENT E

### **DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATIONS**

The certification set out below is a material representation upon which reliance is placed by the City of Pasadena and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the Subrecipient/Recipient Department knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient/Recipient Department will comply with the other provisions of the Act and with other applicable laws.

#### **CERTIFICATION:**

1. Subrecipient/Recipient Department certifies that it shall provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the work place;
    - ii. Subrecipient/Recipient Department's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after such a conviction;
  - e. Notifying Grantee and/or the U.S. Department of Housing and Urban Development in writing within 10 calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personal action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



COMMUNITY DEVELOPMENT

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
2. Subrecipient/Recipient Department shall list the site(s) for the performance of work done in connection with the HUD funding of the program/activity to be carried out. Place of Performance shall include the street address, city, county, State, and zip code.

Insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient/Recipient Department further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Community Development Department immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE:**

STREET ADDRESS	CITY	COUNTY	STATE	ZIP
1149 Ellsworth Dr.	Pasadena	Harris	TX	77506
Center St. from Thomas to Jackson Ave.	Pasadena	Harris	TX	77506

Executed this 28 day of January, 2026.

By:   
 Signature  
Robin S. Green, Jr.  
 (Type or Print Name)  
Director of Public Works  
 (Title)

**ATTACHMENT F**  
**Scope of Service**



COMMUNITY DEVELOPMENT  
Pasadena, Texas

**ATTACHMENT F**  
**SCOPE OF SERVICE**

This Scope of Service is based on the proposal prepared and submitted by, **The City of Pasadena’s Public Works Department, (the Recipient Department)** through the City of Pasadena Community Development Department’s annual Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Subaward Commitment and/or Agreement shall control. In addition to the activities listed below, the **Recipient Department** agrees to operate this project and/or program in accordance with Community Development Block Grant requirements and all other applicable federal, state and local regulations.

The **Recipient Department** shall maintain documentation that demonstrates that the activities carried out with funds provided meet the CDBG National Objective referenced within this Subaward Commitment and/or Agreement. Demographic information, including but not limited to; age, race, ethnicity, sex, familial status, proof of income and/or residency for all participants serviced, 51% of which must be from low- to moderate-income households. Falling below 51% on a monthly basis may lead to a desk review, concern or finding. The **Recipient Department** shall track its monthly benchmarks to ensure compliance at the end of the time of performance term.

**PROGRAM DESCRIPTION**

Agency/Department Name:	<b>City of Pasadena Public Works Department</b>
Activity/Project Name:	<b>Center Street Paving and Drainage Improvements Project</b>
Amount Awarded:	<b>\$1,092,220.18</b>
Complete description of activity to be undertaken including <b>what</b> products or services are to be performed, <b>where</b> they are to be provided, for <b>whom</b> they are to be provided and <b>how</b> they are to be provided.	
The Center St Paving and Drainage Improvements Project includes replacing the existing concrete street along Center Street from Jackson Avenue to Thomas Avenue with 8-inch thick reinforced concrete pavement for a distance of approximately 1,300 ft. The existing storm sewer will be extended with storm curb inlets to alleviate area flooding. The existing sidewalks will be replaced on both sides with new 5-foot wide concrete sidewalks and driveways will be replaced to current standards. The existing utility manholes located in the pavement will be adjusted to grade during pavement construction with any necessary repair work to sanitary sewer system. The waterline will also be replaced where appropriate. The project will provide over 4,050 square yards of new concrete paving as our unit of measure. Upon conclusion of this project approximately 1,020 Pasadena residents will benefit directly from it with improved traffic safety, and quality of life for this targeted community.	



COMMUNITY DEVELOPMENT

**UNITS OF SERVICE**

What is a Unit of Service in regards to your Program? How will you calculate the service(s) provided to the City of Pasadena residents? Services provided **must be** quantifiable, for example, children cared for per month, parents to receive instruction, courses to be taught.

**One (1) unit of service is equal to One (1) square yard of pavement replaced.**

**DETERMINATION FOR ELIGIBILITY**

Define how each client eligibility will be determined and documented

Client eligibility based on service area of project. Census Tracts for project equate to 51% or more LMI persons all of whom will be served by this project.

Documentation for eligibility includes:

Basis for Determining Service Area Boundaries:

Service Area Map: *See attached*

Service Area Data: *See attached*

Area is primarily residential?

Yes. Area is primarily residential

No. Area is NOT primarily residential

**PERFORMANCE SCHEDULE MEASURES / STANDARDS**

<b>Total New Clients</b> anticipated to be assisted by project/program:	<b>1,020</b>
<b>Total Units of Service</b> expected to be provided by project/program:	<b>4,050</b>
What is your projected "Units of Service" goals for your program's initial 6 month to midway point?	
Projected units of service is <b>2,025</b> by the 6 month midway point.	
What is your projected "New Client" goals for your program's initial 6 month or midway point?	
Projected number of NEW Clients is <b>510</b> by the 6 month midway point.	
What is your projected "Units of Service" goals for your programs end of year?	
Projected units of service is <b>4,050</b> by the end of the program year.	
What is your projected "New Client" goals for your program's end of year?	
Projected number of NEW Clients is <b>1,020</b> by the end of the program year.	



COMMUNITY DEVELOPMENT  
TO IMPROVE TOMORROW

**SERVICE AREA MAP AND DATA**

Low and Moderate Income Data, 2016-2020 ACS for Entitlement CDBG Grantees



**Project Location**

Center St from Thomas Ave to Jackson Ave.  
Approximately 1300 linear feet, 4050 square yards

Row Labels	Census Tract	Block Group	LMI Persons	Percentage of LMI Persons
2016-2020 ACS				
Block Group 1, Harris County, Texas	324100	1	1,020	77.45%

**City of Pasadena  
Census Tracts and Block Groups**

**FY2023 LMISD by Grantee - Summarized Block Group Data,  
Based on 2011-2015 American Community Survey**

484008	Pasadena	TX	Metro City	48	201	Harris County	323900	2	1,170	1,765	66.29%
484068	Pasadena	TX	Metro City	48	201	Harris County	324100	1	790	1,020	77.45%
484068	Pasadena	TX	Metro City	48	201	Harris County	324100	2	605	775	78.06%
484068	Pasadena	TX	Metro City	48	201	Harris County	324100	3	440	535	82.24%



COMMUNITY DEVELOPMENT

Performance Schedule (all dates subject to change)

Item Description		Anticipated Completion Date				
ENVIRONMENTAL	Environmental Assessment Completion Date	7/7/2025				
	Combined NOI/RROF/FONSI publication submitted	9/3/2025				
	NOI/RROF and FONSI publication dates	First Publication Date	9/10/2025			
		Second Publication Date	9/17/2025			
	Public 15-day comment period	First Day of Comment Period	9/10/2025			
		Last Day of Comment Period	9/25/2025			
	<b>Affidavit of NOI/RROF/FONSI received</b>					
	RROF (7015.15) submitted to HUD	9/25/2025				
HUD's 15-day comment period	First Day of Comment Period	9/10/2025				
	Last Day of Comment Period	9/25/2025				
AUGF (7015.16) received from HUD	1/21/2026					
AWARD	Submit CDBG Subaward Agreement for Agenda	2/2/2026				
	CDBG Subaward Agreement Council Readings	First Reading Date	2/17/2026		Second Reading Date	3/3/2026
BID		Project Design Completion Date	9/2/2025			
	Wage Determination Type	Heavy	Building	Highway	Residential	
		X				
	Wage Determination Number and Date	Wage Decision Number	TX20260299			
		Date Issued	1/1/2026			
	Bid Notice Submitted for Publication	12/24/2025				
	Bid Notice publication dates	First Publication Date	2/11/2026		Second Publication Date	2/18/2026
		Pre-Bid Meeting Date(s)	First Meeting Date	2/24/2026		Second Meeting Date
	Bid Package Submission Deadline	3/9/2026				
	Date Bids Opened	3/10/2026				
	Date Contractor Selected	3/16/2026				
	Submit Construction Contract for Agenda	3/23/2026				
Construction Contract Council Readings	First Reading Date	4/7/2026		Second Reading Date	4/22/2026	
	CONSTRUCTION	Pre-Construction Meeting Date	5/13/2026			
Date Notice to Proceed Issued		5/18/2026				
Project 25% Complete		7/13/2026				
Project 50% Complete		9/10/2026				
Project 75% Complete		11/16/2026				
Project 100% Complete		1/11/2027				
Certificate of Completion Submission Date	2/1/2027					

NOI – Notice of Intent  
 FONSI – Finding of No Significant Impact

RROF – Request for Release of Funds  
 AUGF – Authorization for Use of Grant Funds



COMMUNITY DEVELOPMENT

**STAFFING**

Name and job description staff members that will be involved in the administration of this project.			
Name	Robin S. Green Jr., PE	Phone	713-475-7836
Title	Director of Public Works	Email	<a href="mailto:rgreen@pasadenatx.gov">rgreen@pasadenatx.gov</a>
General administration of the Department and oversees grant funded projects. More than 40 years of experience.			
Name	Mark Gardemal, PE, CFM	Phone	713-475-5573
Title	Deputy Director of Public Works	Email	<a href="mailto:mgardemal@pasadenatx.gov">mgardemal@pasadenatx.gov</a>
Manage design and construction process of projects. More than 25 years of experience.			
Name	Zafar Iqbal, PE	Phone	713-475-7296
Title	Sr. Assistant Director of Public Works	Email	<a href="mailto:ziqbal@pasadenatx.gov">ziqbal@pasadenatx.gov</a>
Manages Environmental Assessment of projects. Review and approve Environmental Review Reports. More than 30 years of experience.			
Name	Elissa Brown	Phone	713-475-4817
Title	Engineering Coordinator	Email	<a href="mailto:elbrown@pasadenatx.gov">elbrown@pasadenatx.gov</a>
Manage application, budgeting, bidding process, contract administration and oversees compliance with Davis Bacon and contractor payments.			
Name	Eloisa Perez	Phone	713-475-4872
Title	Administrative Assistant	Email	<a href="mailto:elperez@pasadenatx.gov">elperez@pasadenatx.gov</a>
Process progress payment and review Certified Payrolls.			
Name	Abraham Baez	Phone	713-475-4995
Title	Construction Manager	Email	<a href="mailto:abaez@pasadenatx.gov">abaez@pasadenatx.gov</a>
Oversee construction and review progress payments.			
Name	Ynhi Tran	Phone	713-475-4869
Title	Project Manager	Email	<a href="mailto:ytran@pasadenatx.gov">ytran@pasadenatx.gov</a>
Oversee construction and review progress payments. More than five years of experience.			
Name	Michelle Wilson	Phone	713-475-7290
Title	Compliance Officer	Email	<a href="mailto:mwilson@pasadenatx.gov">mwilson@pasadenatx.gov</a>
Oversee Section 3 efforts by contractor and Davis Bacon compliance. Nine years of federal grant experience and 22 years of compliance/audit experience.			
Name	Jerry Caldwell	Phone	713-475-7823
Title	Inspector	Email	<a href="mailto:jcaldwell@pasadenatx.gov">jcaldwell@pasadenatx.gov</a>



COMMUNITY DEVELOPMENT

Conduct daily site visits and monthly Davis Bacon interviews. 2 years of experience.			
Name	Roger Reeves	Phone	713-475-7267
Title	Inspector IV	Email	<a href="mailto:rreeves@pasadenatx.gov">rreeves@pasadenatx.gov</a>
Conduct daily site visits and monthly Davis Bacon interviews. 2 years of experience.			
Name	Randy Cortez	Phone	713-475-4912
Title	Inspector III	Email	<a href="mailto:rcortez@pasadenatx.gov">rcortez@pasadenatx.gov</a>
Conduct daily site visits and monthly Davis Bacon interviews. Over 2 years of experience.			
Name	David Pavini	Phone	713-475-7823
Title	Inspector	Email	<a href="mailto:dpavini@pasadenatx.gov">dpavini@pasadenatx.gov</a>
Conduct daily site visits and monthly Davis Bacon interviews.			



COMMUNITY DEVELOPMENT

THE INDIVIDUALS NAMED BELOW ARE AUTHORIZED TO SIGN REQUEST FOR PAYMENT FORMS, REQUESTS FOR BUDGET REVISIONS, CLIENT DATA REPORTING FORMS, GRANT ACCOMPLISHMENT REPORTS AND OTHER GRANT DOCUMENTS (AS APPLICABLE).

TYPED NAME	TITLE	SIGNATURE OF INDIVIDUAL
Mark Gardemal	Deputy Director of Public Works	
Elissa Brown	Engineering Coordinator	

\*Please note person(s) listed above **cannot** also be the "preparer" of the grant document he/she is authorizing.

I certify that the above listed signatures are the individuals authorized to co-sign request for payment forms, requests for budget revisions, client data reporting forms, grant accomplishment reports and other grant documents (as applicable).

Executed this 28 day of January, 2026

By:   
Signature

**Robin S. Green, Jr.**  
(Type or Print Name)

**Director of Public Works**  
(Title)

**ATTACHMENT G**  
**Projected Budget**

# CDBG Budget

October 1, 2025 - September 30, 2026



COMMUNITY DEVELOPMENT  
HOUSTON, TEXAS

Center St. Paving & Drainage  
 Improvements Project

Agency Name: Public Works Dept. Program Name: Improvements Project

IDIS Activity No.: TBD Ord. Number: 2026 - TBD

Budget Amount: **\$1,092,220.10** \$

Month	Construction Costs						Request Total	Balance
Original Budget	\$ 1,092,220.10						Request Amount	\$ 1,092,220.10
Revision #1	\$ -	\$ -	\$ -					
Revision #2	\$ -	\$ -	\$ -					
Revision #3	\$ -	\$ -	\$ -					
<b>New Budget</b>	<b>\$ 1,092,220.10</b>	<b>\$ -</b>	<b>\$ 1,092,220.10</b>					
October							\$ -	\$ 1,092,220.10
November							\$ -	\$ 1,092,220.10
December							\$ -	\$ 1,092,220.10
January							\$ -	\$ 1,092,220.10
February							\$ -	\$ 1,092,220.10
March							\$ -	\$ 1,092,220.10
April	\$ 182,036.68						\$ 182,036.68	\$ 910,183.42
May	\$ 182,036.68						\$ 182,036.68	\$ 728,146.74
June	\$ 182,036.68						\$ 182,036.68	\$ 546,110.06
July	\$ 182,036.68						\$ 182,036.68	\$ 364,073.38
August	\$ 182,036.68						\$ 182,036.68	\$ 182,036.70
September	\$ 182,036.70						\$ 182,036.70	\$ 0.00
<b>Remaining Balance:</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ 1,092,220.10</b>	<b>\$ 0.00</b>				

1	Construction Costs	
2		
3		
4		
5		
6		

Percentage of Funds Spent to Date: **100%**

**ATTACHMENT H**  
**Eligible Income by Family Size**



## Eligible Income by Family Size Effective June 05, 2025

Based on Percentage of Houston-The Woodlands-Sugar Land Median Family Income

Income Level	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Extremely Low Income	\$21,250	\$24,300	\$27,350	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
Very Low Income	\$35,400	\$40,450	\$45,500	\$50,500	\$54,600	\$58,650	\$62,700	\$66,750
Low Income	\$56,650	\$64,750	\$72,850	\$80,900	\$87,400	\$93,850	\$100,350	\$106,800

0% - 30% = Extremely Low Income Level (0% - 30% of Houston-The Woodlands-Sugar Land Median Family Income)

31% - 50% = Low Income Level (31% - 50% of Houston-The Woodlands-Sugar Land Median Family Income)

51% - 80% = Moderate Income Level (51% - 80% of Houston-The Woodlands-Sugar Land Median Family Income)

*\*Amounts subject to change, as HUD deems necessary.*

# ATTACHMENT I

## Compliance Documentation

*(Documents provided by City of Pasadena Compliance Officer)*



## Compliance Packet

Contractor and Subcontractor (sub/contractor) shall fill out, sign and return to the City’s Compliance Officer or designee, the following applicable forms at the times identified. All forms must be signed by an authorized member of the firm. If you have other pertinent information in addition to that requested on the forms, please include it as an attachment. Listed below are the forms which the contractor and/or subcontractor must submit, if and when applicable:

	Compliance Document	Deadline
3	Contractor/Sub-Contractor Compliance Cover Sheet	Within 10 days after the Notice of Intent to Award (NOIA) or executed Subcontract Agreement (SA).
4	Appointment of Davis-Bacon Payroll Coordinator	Due at the time of the Bid
5	Appointment of Section 3 Coordinator by Contractor	Due at the time of the Bid
6	Section 3 Business Concern Self-Certification	Due at the time of the Bid
7-8	MWBE Certification Form	Due at the time of the Bid
9-10	Contractors Section 3 Compliance Certification	Due at the time of the Bid
11-12	Sub-Contractor Section 3 Compliance Certification	Due prior to Start of Work for Sub-Contractor
13-14	First Source Hiring Agreement	Within 10 days after NOIA or executed SA.
15	Permanent Employee List	Within 10 days after NOIA or executed SA.
16	Request for Contractor/Sub-Contractor Clearance	Within 10 days after NOIA or executed SA.
17	Subcontractor List	Within 5 days after NOIA or executed SA.
18	Section 3 Internal Capacity Form <i>*Only submit form if sub/contractor does not have a need for lower-tier subs or new hires for the duration of the project.</i>	Prior to Start of Work date.



19	Section 3 Bid Announcement <i>*Example. Contractor may use their own version.</i>	To be used by General/Prime Contractor at least 3 weeks prior to start of work for soliciting contractors or when contracting opportunities become available for project.
20-21	Section 3 Employment Opportunity Announcement (EOA) (English and Spanish) <i>*Example. Contractor may use their own version.</i>	To be used by General/Prime Contractor at least 3 weeks prior to start of work when soliciting employment opportunities or when new employment opportunity becomes available for the project
22-23	Median Family Income (MFI) Limits (English and Spanish)	N/A
24-25	Section 3 Resident Certification (English and Spanish)	N/A
26-27	Section 3 Signage Template (English and Spanish)	Prior to Start of Work date.
28	Start of Work Notice	No later than Start of Work date.
29	Confirmation of Subcontractor Contract Amount	Prior to start of work of each subcontractor.
<b>Monthly Reporting Documents</b>		<b>Deadline</b>
30	Section 3 Monthly Activity Report	Due on the 10th of each month after Start of Work date.
31	New Hire/ Employee/ Trainee Participation Form	Due on the 10th of each month after Start of Work date.
33-34	Contractor/Sub-Contractor Certification of Efforts to Comply	Due 10 <sup>th</sup> of each month after Start of Work Date with Section 3 Monthly Activity Report
<b>Termination/Completion of Work Compliance</b>		<b>Deadline</b>
32	Termination of Work Notice	No later than the Termination of Work date.



## Contractor/Sub-contractor Compliance Cover Sheet

Return with Compliance Documents

Project Name	
Name of Contractor/Subcontractor	
Services to be provided:	
Company Address:	
Tax ID Number	Contract Amount
Contact Person	
Email:	
Phone Number	Fax Number:
Owner's Ethnicity/Racial Background:	



**To be submitted by the Prime and Sub-Contractors**  
**Appointment of Davis-Bacon Certified Payroll Coordinator by Contractor**

Contractor/Subcontractor: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

I, \_\_\_\_\_ (title) hereby appoint  
\_\_\_\_\_ as the Davis-Bacon Certified Payroll Coordinator for the  
aforementioned contract. The appointed payroll coordinator is assigned to oversee the certification of payrolls  
submitted, and will be responsible for assuring compliance with all requirements under the Davis-Bacon Act and  
Davis-Bacon Related Acts including Contract Hours and Safety Standards Act (CWHSSA), Copeland Anti-Kickback  
Act and the Fair Labor Standards Act (FLSA). By signing certified payroll forms, the appointed coordinator certify  
that the information presented is correct and accurate.

The appointed Davis-Bacon Certified Payroll Coordinators contact information is:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Davis-Bacon Coordinator Signature \_\_\_\_\_ Date: \_\_\_\_\_

Appointed **Alternate** Davis-Bacon Payroll Coordinator for the aforementioned contract. Note that an **Alternate**  
Davis-Bacon payroll coordinator is optional, but recommended. The appointed **Alternate** Davis-Bacon Payroll  
Coordinator is:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

I acknowledge the appointment and duties of Alternate Davis-Bacon Payroll Coordinator.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name of Official for Contractor: \_\_\_\_\_

Title of Certifying Official for Contractor: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_



**Appointment of Section 3 Coordinator by Contractor**

**To be submitted by the Prime and Sub-Contractors**

Contractor's Business Name: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

**Section 3 Coordinator Information:**

Appointed Section 3 Coordinator: \_\_\_\_\_

(Print Name)

I will serve as the Section 3 Coordinator for the aforementioned contract. I understand Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Address: \_\_\_\_\_

Section 3 Coordinator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Officer Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date





### MWBE CONTRACTOR/SUBCONTRACTOR CERTIFICATION

<b>Business Name:</b>		<b>Business Principal Name:</b>	
<b>Address:</b>		<b>City:</b>	<b>Zip Code:</b>
<b>Email:</b>		<b>Phone:</b>	
<b>Company Tax ID:</b>		<b>Owner Ethnicity:</b>	

The City of Pasadena, TX desires that minority and women-owned businesses (MWBE's) have an equal opportunity to participate in its procurement process and provide their goods and services to the City, including subcontractors who do not themselves bid directly on City contracts. It is therefore necessary that the City request potential Contractors to identify that their business has undergone an MWBE certification process and been successfully certified as such by a local municipality, adhering to all state and federal regulations.

<b>Definitions:</b>
<b>Minority Business Enterprise or MBE:</b> An entity or institution that is certified as at least 51% owned and controlled by one or more minority individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minority individuals.
<b>Women-Owned Business Enterprise or WBE –</b> A business entity that is certified as at least 51% owned or controlled by one or more Women who are not members of a Minority group, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more women who are not members of a Minority group, and certified as such.

Please **select** the classification to which your business has been certified:

- My business is 51 percent or more owned and controlled by one or more minority individual; or
- My business is a publicly owned company where at least 51% of the stock is owned by one or more minority individuals; or
- or
- My business is at least 51 percent owned and controlled by Women who are not members of a Minority group; or
- My business is a publicly owned business where at least 51% of the stock is owned by one or more Women who are not members of a Minority group and certified as such.
- Not a Minority – or Women owned enterprise.

**Appropriate documentation must be attached as evidence of MWBE certification**

**Businesses claiming status as a Minority- and/or Women-owned enterprise must submit the following:**

- Letter of MWBE Certification from the Municipality that conducted the certification. This letter should include the expiration date of the certification.
- Provide supporting documentation for classification of Company:
  - **Sole Proprietorship** ( Attach Assumed Business Name Certificate or proof of EIN/Federal Tax ID Number)
  - **Partnership** (Attach Partnership Agreement and Assumed Business Name Certificate)
    - LLC (Attach proof of registration with Secretary of State)
    - LP (Attach proof of registration with Secretary of State)
  - **Joint Venture** (Attach Joint Venture Agreement and Assumed Business Name Certificate)



- LLC (Attach proof of registration with Secretary of State)
  - LP (Attach proof of registration with Secretary of State)
  - Corporation** (Attach Article of Incorporation)
- List of all owners noting 51 percent of the ownership qualifies as minority or women-owned business.

Full Name	% of Ownership	Minority Owner/Women Owner

**CERTIFICATION:**

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE and that the signee shall not discriminate or retaliate against any employee or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or act threatening health or safety.

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

<b>For City Use Only</b>		
<b>CIP/Project:</b> _____	<b>Department:</b> _____	<b>Date:</b> _____
<b>Approved By:</b> _____		



## Contractor's Section 3 Compliance Certification (Prime Only)

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, I hereby state:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(owner, partner, officer, representative, agent) (Company Name)
2. My company adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u which requires, to the greatest extent feasible, that a "good faith effort" recruit, train, and employ Section 3 workers and award contracts to Section 3 businesses including recruiting Section 3 workers through local advertising, project site signage, liaisons with local Public Housing Authorities, community organizations, public or private institutions, or Local Workforce Development Boards (affiliated with Texas Workforce Commission).
3. Maintain data for Summary Report, including employment, labor hours (Section 3 compared to total), and training records.
  - Benchmarks 25% of total labor hours for the project worked by:
    - Public housing residents
    - Youthbuild participants
    - Below 80% AMI (area median household income)
  - Benchmark for Targeted Section 3 Workers  
5% of total labor hours for the project worked by:
    - Employee of Section 3 Business
    - Service area resident (\$75.5) or YouthBuild Participant (within past 5 years)
4. An attempt will be made to undertake outreach activities intended to encourage participation by Section 3 workers in training and employment opportunities, to include but not be limited to the Texas Employment Commission.
5. My company also acknowledges and affirms the required steps stipulated in the Code of Federal regulations 24 CFR Part §75 for any "New" services, i.e., employment/labor, services/materials, or subcontracting. Any violation of this requirement will present a negative impact on the performance rating of the recipient, developer, and contractor/subcontractor.

### § 75.17 Section 3 clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 (Section 3 Regulations).



- B. The parties to this contract agree to comply with HUD’s regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
  
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and new applicants can see. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the required qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations in 24 CFR part 75.
  
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of Section 3 Regulations (24 CFR Part 75) require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under Section 3 Regulations.
  
- F. Noncompliance with HUD’s regulations in Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Affiant's Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Affiant's Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Affiant's Company Name: \_\_\_\_\_

Subscribed and sworn to under oath before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

Notary State



## Sub-Contractor Section 3 Compliance Certification

<b>Sub-Contractor Name:</b>	
<b>Sub-Contract Amount:</b>	
<b>Contract Date/Start of Work Date:</b>	

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, I hereby state:

I am the \_\_\_\_\_ of \_\_\_\_\_  
 (owner, partner, officer, representative, agent) (Company Name)

And that my company will serve as a sub-contractor on the

\_\_\_\_\_ (Project Name)  
 with Prime Contractor \_\_\_\_\_, for the City of Pasadena, TX. By agreeing to perform the necessary work requirements of the project, I acknowledge the following:

- G. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 (Section 3 Regulations).
- H. I agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by execution of this contract, I certify that my company is under no contractual or other impediment that would prevent compliance with the Section 3 Regulations.
- I. My company will maintain data for Summary Report, including employment, labor hours (Section 3 compared to total), and training records.
  - Benchmarks 25% of total labor hours for the project worked by:
    - Public housing residents
    - Youthbuild participants
    - Below 80% AMI (area median household income)
  - Benchmark for Targeted Section 3 Workers  
 5% of total labor hours for the project worked by:
    - Employee of Section 3 Business
    - Service area resident (§75.5) or YouthBuild Participant (within past 5 years)
- J. An attempt will be made to undertake outreach activities intended to encourage participation by Section 3 workers in training and employment opportunities, to include but not be limited to the Texas Employment Commission.
- K. I understand that noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



Affiant's Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Affiant's Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Affiant's Company Name: \_\_\_\_\_

Subscribed and sworn to under oath before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary public Signature

My Commission Expires: \_\_\_\_\_

Notary State



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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Owner/President/Vice President





## Request for Contractor/Subcontractor Clearance

Date	
CIP Project No.	
Project Name	
Project Address	
Contractor/Subcontractor	
Federal ID Number	
Address/Zip Code	
Phone Number	

Sole Proprietorship  
List Sole Owner

Partnership  
List All Partners

Corporation  
Name All Principals and Titles


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Office Use Only

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Compliance Officer





# Section 3 Internal Capacity Form (Prime Contractor Only)

**Affidavit:**

The undersigned makes this affidavit with full knowledge of the content described in the Section 3 Program regulations at 24 CFR Part 75. Each recipient of Section 3 covered financial assistance, and its contractors or subcontractors are required to comply with the requirements of Section 3 for employment, training or contracting opportunities that are created during the expenditure of covered funding. This requirement applies to matters which include:

1. All construction projects for which the amount of City (HUD-sourced) assistance to the project or program exceeds \$200,000.
2. Where the threshold is \$100,000 where the assistance is from the Lead Hazard Control Healthy Homes program, or covered under the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act

**This affidavit is to document the contractor has sufficient internal capacity to execute the entire scope of work awarded without the need to subcontract and to acknowledge by the undersigned if subcontracts are required, they may be subject to additional requirements under the Section 3 program.**

Under penalty of perjury, I hereby state:

I, \_\_\_\_\_ am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Owner, Partner, Officer, Representative, Agent) (CompanyName)

which has executed a contract with \_\_\_\_\_ to perform \_\_\_\_\_  
(Other Contract Party) (Description of Work)

\_\_\_\_\_ on the project known as \_\_\_\_\_  
(Description of Work - Continued) (Name of Project)

and represent that the contract covered by this affidavit has met the conditions, including those described above and hereby authorize and request any person, firm or corporation to furnish any information requested by the City of Pasadena in verification of the recitals comprising this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____	_____	_____
Company Name	Representative Signature	Title

STATE OF TEXAS    )  
                                  ) SS  
COUNTY OF HARRIS )

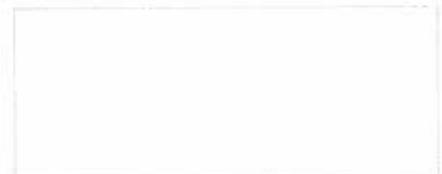
\_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Print Name) (Owner, partner, officer, representative, agent)

of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained  
(Company Name)  
are true and correct.

Notary Stamp

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public Signature





## Section 3 Bid Announcement (Prime Contractor Only)

<b>Date:</b>	<b>BID DUE BY:</b>
<b>To:</b> Section 3 Contractors, Labor Force, and Materials Vendors	
<b>Project:</b> Project Name Address City, State Zip Code	
<b>From:</b>	
<b>Summary of Work:</b>	
<p><i>This project is (name of project)_____. As a General Contractor/Subcontractor, we are in need of hiring Section 3 companies/workers that can perform the following scope of work: (description and minimum qualifications)</i></p> <p>_____.</p> <p><i>If interested, please contact me as soon as possible to schedule an appointment to look at the scope of services. This project is funded through a federal grant; therefore, we encourage all qualified Section 3 Business Concerns/Workers to respond to this E-Bid for employment and Contracting Opportunities.</i></p>	
<b>Contact Information:</b>	
<p><i>Please email this form to _____ . Should you have any questions contact: _____.</i></p>	
<b>Bidder Information:</b>	
<input type="checkbox"/> Yes, I will be bidding on the project	<input type="checkbox"/> No, I will not be bidding on this project
Contract Name:	
Company:	
Address:	
Phone Number:	Fax:
Email:	
Trade/Specialty:	
<p><i>The contractor is committed to "ensure employment and economic opportunities generated by certain 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.</i></p>	

### Section 3 Employment Opportunity Announcement (EOA) for Procuring Labor for Section 3 Workers; Targeted Section 3 Workers and YouthBuild Participants

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Date: \_\_\_\_\_ Application Deadline: \_\_\_\_\_

TO: Section 3 Workers; Targeted Section 3 Workers; and YouthBuild Participants

From: \_\_\_\_\_

Project Name: \_\_\_\_\_

*All job postings should include the acronym SEC3 in the job title and description*

Position Needed/Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Job Skills: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **Anuncio de oportunidad de empleo sección 3 (EOA) para procurar trabajo para los residentes de la sección 3**

---

Fecha: \_\_\_\_\_ Fecha límite para aplicar: \_\_\_\_\_

Residentes de la sección 3

Nombre de contratista: \_\_\_\_\_

Nombre de proyecto: \_\_\_\_\_

*Todas las ofertas de trabajo deben incluir las siglas SEC3 en el título del trabajo y la descripción*

Posición/Descripción: \_\_\_\_\_

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Nombre de contacto: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_ Correo electrónico: \_\_\_\_\_

Nombre de solicitante: \_\_\_\_\_

Dirección: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_ Correo electrónico: \_\_\_\_\_

Habilidades/ laborales: \_\_\_\_\_

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## Eligible Income by Family Size Effective April 1, 2025

**Based on Percentage of Houston-The Woodlands - Sugar Land, TX Metro  
 FMR Area Median Family Income**

Income Level	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
0 - 30%	\$21,250	\$24,300	\$27,350	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
50%	\$35,400	\$40,450	\$45,500	\$50,550	\$54,600	\$58,650	\$62,700	\$66,750
80%	\$56,650	\$64,750	\$72,850	\$80,900	\$87,400	\$93,850	\$100,350	\$106,800

- **0% - 30% = *Extremely Low-Income Level*** (0% - 30% of Houston -The Woodlands-Sugar Land, TX Metro FMR Area Median Family Income)
- **31% - 50% = *Low Income Level*** (31% - 50% of Houston -The Woodlands-Sugar Land, TX Metro FMR Area Median Family Income)
- **51% - 80% = *Moderate Income Level*** (51% - 80% of Houston -The Woodlands-Sugar Land, TX Metro FMR Area Median Family Income)
- 

*\*Amounts subject to change, as HUD deems necessary.*

## Ingresos Elegibles por Tamaño de Familia Efectivo April 1, 2025

Basado en el porcentaje de Houston-The Woodlands - Sugar Land, TX Metro FMR Area Ingreso familiar medio

Nivel de Ingresos	1 Persona	2 Personas	3 Personas	4 Personas	5 Personas	6 Personas	7 Personas	8 Personas
0 - 30%	\$21,250	\$24,300	\$27,350	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
50%	\$35,400	\$40,450	\$45,500	\$50,550	\$54,600	\$58,650	\$62,700	\$66,750
80%	\$56,650	\$64,750	\$72,850	\$80,900	\$87,400	\$93,850	\$100,350	\$106,800

- **0% - 30%** = *Nivel de Ingresos Extremadamente Bajo* (0% - 30% de Houston -The Woodlands-Sugar Land, TX Metro FMR Area Ingreso familiar medio)
- **31% - 50%** = *Nivel de Ingresos Bajo* (31% - 50% de Houston -The Woodlands-Sugar Land, TX Metro FMR Area Ingreso familiar medio)
- **51% - 80%** = *Nivel de Ingresos Moderados* (51% - 80% de Houston -The Woodlands-Sugar Land, TX Metro FMR Area Ingreso familiar medio)

*\*Cantidades sujeto a cambio, como el Departamento de Vivienda y Desarrollo Urbano vea necesario.*

**SECTION 3 WORKER or SECTION 3 TARGETED WORKER  
SELF-CERTIFICATION FORM  
(To be completed by individual seeking employment with contractor)**

**The City of Pasadena, Texas  
ELIGIBILITY FOR PREFERENCE**

**Eligibility for Preference**

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Worker, as defined in Section 75.9. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

**Certification for Section 3 Worker Seeking Section 3 Preference in Training and Employment**

I, \_\_\_\_\_, am a legal resident of the \_\_\_\_\_  
\_\_\_\_\_ and meet the income eligibility guidelines for a low- or very-low-  
income person as published on the reverse.

My permanent address is: \_\_\_\_\_  
\_\_\_\_\_

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Other evidence

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**DATOS DE OPORTUNIDAD DE EMPLEO RESIDENTE**

<p><b>LA AUTORIDAD DE VIVIENDA (o CIUDAD DE)</b></p> <p><b>Pasadena, Texas</b></p> <p><b>ELEGIBILIDAD PARA PREFERENCIA</b></p>
--

**Elegibilidad para Preferencia**

Un residente clasificado como sección 3 buscando la preferencia en entrenamiento y empleo proporcionado por esta parte deberá certificar, o presentar pruebas al destinatario contratista o subcontratista, si así lo solicita, que la persona es un residente, elegible para ser clasificado sección 3, como se define en la sección 75.9. (Un ejemplo de prueba de elegibilidad para la preferencia es evidencia de la recepción de asistencia pública, o evidencia de la participación en un programa de asistencia pública)

<p><b>Certificación para Residente Buscando Preferencia en Entrenamiento y Empleo bajo Sección 3</b></p>	
<p>Yo, _____, soy un residente legal de _____</p>	
<p>_____ y cumplo con las pautas de elegibilidad de ingresos para una persona de bajos o muy bajos-ingresos como se publicaron en el reverso.</p>	
<p>Mi dirección permanente es: _____</p> <p>_____</p>	
<p>He proporcionado la siguiente documentación como evidencia de mi estatus:</p>	
<p><input type="checkbox"/> Copia de Contrato de Renta</p>	<p><input type="checkbox"/> Copia de Recibo de Asistencia Publica</p>
<p><input type="checkbox"/> Copia de Evidencia de Participación en un Programa de Asistencia Publica</p>	<p><input type="checkbox"/> Otra Evidencia</p> <p>_____</p>
<p>_____</p>	
<p>Firma</p>	
<p>_____</p>	<p>_____</p>
<p>Imprima Nombre</p>	<p>Fecha</p>



## Thomas Schoenbein, Mayor

In partnership with the U.S. Department of Housing and Urban Development,

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**Acknowledge that the construction of this project is subject to the Section 3 plan of the U.S. Department of Housing and Urban Development. This program is designed to generate various employment and contracting Opportunities.**

Please inquire within:

Contractor name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_



## Thomas Schoenbein, Mayor

En colaboración con el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos y

---

**Reconoce que la construcción de este proyecto está sujeto a sección 3 del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos. Este programa está diseñado para generar varios empleos y oportunidades de contratación.**

Por favor consultar con:

Nombre de contratista: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_



## Start of Work Notice

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### Contractor/Sub-Contractor Information

Project Name

Project Address

Sub/Contractor Name

Sub/Contractor Address

Start of Work Date


### Contractor Authorization

Name of Authorized Officer

Signature

Title


Please submit Start of Work Notice for each contractor/subcontractor prior to the start of construction via mail or email:

City of Pasadena  
Michelle Wilson, Compliance Officer  
1149 Ellsworth Drive  
Pasadena, Texas 77506  
Email: [mwilson@pasadenatx.gov](mailto:mwilson@pasadenatx.gov)



## Confirmation of Sub-Contractor Contract Amount

Project Name: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

### Original Contract Amount

Date of Contract:	_____
Start of Work Date:	_____
Contract Amount at Start of Work date:	_____
Total Amount Awarded for Sec 3 Project:	_____

**(Please attach a copy of the signed contract with the subcontractor)**

Contractor's and Sub-contractors are required to comply with Section 3 federal regulations and the City of Pasadena's Section 3 policy and guidelines for all Section 3 projects for housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs providing housing and community development assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold.)

The threshold is \$100,000 when assistance is from the LHCHH programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

I hereby affirm that I understand that all Federal Section 3 Regulations and the City of Pasadena's Section 3 policy and guidelines must be complied with at the start of work date.

Print name	Title/Company	Signature	Date
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## Section 3 Monthly Activity Report

To be submitted by the Prime and Sub-Contractors

Contractor Name and Address:	Name of Section 3 Coordinator:	Section 3 Coordinator E-mail:
	Reporting Month of: _____ Year: 20 _____	
	Date Report Submitted:	Project Name:

						New Hires: __ Y __ N	
A	B	C	D	E	F	New Hire Data (MUST BE COMPLETED)	
Job Category	Total Hours Worked By ALL Employees (MUST BE COMPLETED)	Hours Worked by Section 3 Workers (IF NONE ENTER 0)	% of Hours Worked by Section 3 Workers (Divide Column C/Column B)	Hours Worked By Targeted Section 3 Workers (IF NONE ENTER 0)	% of Hours Worked by Targeted Section 3 Workers (Divide Column E/Column B)	# Non-Section 3 New Hires	# Section 3 New Hires
Professional:							
Technician:							
Office/Clerical:							
Trade:							
Trade:							
Trade:							
Other:							
Other:							
<b>TOTAL</b>							

I/We certify that the information presented in this report is true and accurate to my knowledge. I understand that I am making this statement subject to penalties of perjury. I further understand that the City of Pasadena reserves the right to request additional information in order to clarify and verify any information related to the Section 3 process.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**New Hire/ Trainee Participation Form** (To be submitted by the Prime and Sub-Contractors when necessary)

To be used in conjunction with the Section 3 Monthly Activity Report

Contractor Name	Reporting Month/Year:
-----------------	-----------------------

A. Name/Last 4 SSN or emp #	B. Racial/ Ethnic Code	C. Hire Date	D. Hourly Rate	E. Section 3 Status	F. New Hire/Trainee	G. Trade Work	H. Hours Worked	I. Hours Trained	J. Payroll Classification

**Form Instructions**

- A **Name** of Resident
- B **Racial/ethnic code** 1 – White American, 2 – Black American, 3 – Native American, 4 – Hispanic American, 5 – Asian Pacific American, 6 – Hasidic Jew
- C **Hire date** of Resident
- D **Hourly rate** of Resident
- E Indicate **Section 3 status** by entering either: **Yes** or **No**
- F Indicate **Employee status** by entering either: **New Hire** or **Trainee**
- G **Trade work** performed by Section Resident
- H **Hours worked** during reporting month by **New Hire**
- I **Hours trained** during reporting month by **Trainee**
- J Indicate **payroll classification** Full Time, Part Time, FT - Temporary, PT- Temporary, FT-Seasonal, PT-Seasonal, Internship



## Termination of Work Notice

### Contractor Information

Project Name

Project Address

Sub/Contractor Name

Sub/Contractor Address

Termination of Work Date


### Contractor Authorization

Name of Authorized Officer

Signature

Title


Please submit Termination of Work Notice for each contractor/subcontractor at the termination of construction via mail or email:

City of Pasadena  
Michelle Wilson, Compliance Officer  
1149 Ellsworth Drive  
Pasadena, Texas 77506  
Email: [mwilson@pasadenatx.gov](mailto:mwilson@pasadenatx.gov)



**Contractor/Sub-Contractor Certification of Efforts to Comply  
 with Employment, Training and Contracting Provisions of Section 3  
 (MUST BE TURNED IN MONTHLY WITH SECTION 3 MONTHLY  
 ACTIVITY REPORT – Prime and Sub-Contractors)**

Contractor/Sub-Contractor Business Name: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_ Reporting Month: \_\_\_\_\_

**Outreach Efforts (both Outreach tables must be completed)**

Indicate the efforts that will be made to notify Section 3 workers and Targeted Section 3 Workers for training and employment opportunities and Section 3 Business Concerns for contracting opportunities generated by this HUD financial assistance project. **All efforts must be documented.** Submit all copies of all publications, notices, pictures of posted notices, and any other outreach material utilized. Also, include informational lists of all Section 3 Workers, Targeted Section 3 Workers and Section 3 Business Concerns that responded to your outreach efforts.

<b>Efforts to offer training and employment opportunities to individuals that may meet the Section 3 Worker and Targeted Section 3 Worker requirements.</b>	<b>Yes</b>	<b>No</b>	<b>Projected Timing</b>
1. Notify the City of Pasadena when training opportunities are available.			
2. Engage in outreach efforts to generate job applicants.			
3. Provide training or apprenticeship opportunities and prepare information to be distributed.			
4. Clearly indicate Section 3 eligibility on all job postings with the following statement, "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher."			
5. Include the Section 3 Worker and Targeted Section 3 Worker certification form in all job postings.			
6. Contact, coordinate, and advertise with unions and local community organizations, provide them with job postings for Section 3 eligible applicants and request their assistance in notifying residents of available training and employment opportunities.			
7. Coordinate and advertise job opportunities via flyer distribution, mass mailings and posting ad in common areas or housing developments and all public housing management offices.			
8. Coordinate and advertise job opportunities via social media – Facebook, LinkedIn, Instagram, TikTok, etc.			
9. Utilize the Section 3 Opportunity Portal to find qualified candidates: <a href="https://www.hudapps.hud.gov/OpportunityPortal/">https://www.hudapps.hud.gov/OpportunityPortal/</a>			
10. Establish a current list of Section 3 eligible applicants			
11. Provide technical assistance to help Section 3 Workers and Targeted Section 3 Workers compete for jobs (e.g. resume assistance, coaching)			
12. Provide or connect Section 3 workers and Targeted Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.			
13. Held one or more job fair.			
14. Provide or refer Section 3 Workers and Targeted Section 3 Workers to services supporting work readiness and retention (e.g. work readiness activities, interview clothing, testing fees, transportation, child care.)			
15. Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.			
16. Assisted Section 3 Workers to obtain financial literacy training and/or coaching.			

**Further explain the above outreach efforts and any additional efforts not listed:**

**Project Name**  
**City of Pasadena, TX Compliance Packet**

Efforts to offer contracting opportunities to businesses that may meet the Section 3 Business Concern requirements	Yes	No	Projected Timing
17. Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.			
18. Advertise contracting opportunities in local community paper and notices that provide general information about work to be contracted and where to obtain additional information.			
19. Provide written notice of contracting opportunities to all known Section 3 Business Concerns with sufficient time to enable business concerns the opportunity to respond to bid invitations.			
20. Utilize the Section 3 Business Registry to find potential Section 3 Business Concerns. <a href="https://www.hud.gov/Sec3Biz">https://www.hud.gov/Sec3Biz</a>			
21. Coordinate with all business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns including local community development organizations, business development organizations, and minority contracting associations.			
22. Notify the City of Pasadena of upcoming pre-bid meetings.			
23. Add Section 3 language to all RFPs, procurement documents, bid offerings and contracts.			
24. Coordinate mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities.			
25. Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.			
26. Contact businesses with resources to support business development to assist in obtaining contract opportunities.			
27. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.			

**Further explain the above outreach efforts and any additional outreach efforts not listed:**

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 outreach efforts could result in the City of Pasadena finding us non-compliant with the Section 3 regulation

I/We being a duly authorized representative of the Contractor and/or Sub-Contractor, do hereby attest that the statements, documents, and responses provided in and with this Certification of Effort to Comply are true and correct to the best of my knowledge. I understand that I am making this statement subject to penalties of perjury. I/We further understand that the City of Pasadena reserves the right to request additional information in order to clarify and verify any information related to the Section 3 process.

\_\_\_\_\_  
 Authorized Representative Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Date

**City Use Only**

Verified by City Compliance Officer: \_\_\_\_\_ Date \_\_\_\_\_

2-17-26  
Agenda

AGENDA REQUEST

ORDINANCE  RESOLUTION

2H NO: 2026-

CAPTION: AGREEMENT WITH LJA ENGINEERING, INC. FOR GEOGRAPHIC INFORMATION SYSTEMS SERVICES FOR A TOTAL APPROPRIATION OF \$180,000.00.

RECOMMENDATIONS & JUSTIFICATION: APPROVE AGREEMENT WITH LJA ENGINEERING, INC. FOR ASSISTANCE WITH ESRI ENTERPRISE MANAGEMENT SUPPORT, UTILITY WS&D GIS MAPPING & LOCATION VERIFICATION, EMERGENCY OPERATIONS, AND GENERAL CITY SERVICES SUPPORT.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION:

See attached Certification

<u>Robin S. Green, Jr.</u> Robin S. Green, Jr. DATE: 1/15/2026 REQUESTING PARTY (TYPED)		COUNCIL ACTION	
		FIRST READING:	FINAL READING:
<u>BUDGET DEPARTMENT</u>		<u>MOTION</u>	<u>MOTION</u>
<u>PURCHASING DEPARTMENT</u>		<u>SECOND</u>	<u>SECOND</u>
APPROVED:			
<u>CHR BROWN</u> CITY ATTORNEY		<u>DATE</u>	<u>DATE</u>
<u>THOMAS SCHUBIN</u> MAYOR		DEFERRED: 02-03-26	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$180,000.00

DEPARTMENT NO: 14100

ACCOUNT NO. 7107

TASK NO.

CIP NO.

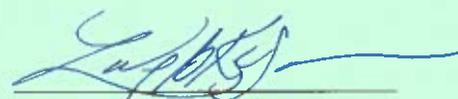
PROJECT DESCRIPTION: Agreement with LJA Engineering for geographic information systems services.

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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  
Interim City Controller

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

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and LJA Engineering, Inc. for Geographic Information Systems services for a total appropriation of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00).

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

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

WHEREAS, the selection of LJA Engineering, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, agreement with LJA Engineering, Inc. will be for assistance with ESRI Enterprise Management Support, Utility WS&D GIS Mapping & Location Verification, Emergency Operations, and General City Services Support; 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 LJA Engineering, Inc. for Geographic Information Systems services for the City of Pasadena, for a total appropriation of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00), 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 Account No. 14100-7107 in the amount of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00) 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  
\\Prd\Serv\Pub\GIS\GeographicInformationSystems\Serv\LJA\14

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

# 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 LJA Engineering, Inc., hereinafter called "CONSULTANT".

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

## **Geographical Information Systems Services For 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 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:

### **Scope of Services**

LJA will provide GIS support services to assist the City of Pasadena in a variety of GIS related tasks. LJA will be on-call to specifically support the city's GIS staff, utility operations, public infrastructure, the Emergency Operations Center (EOC), permits & licensing, and the planning department.

LJA will provide these services on a Time and Material basis.

### **On-Call Support Services**

LJA will provide support services as generally described below.

#### **ESRI Enterprise Management Support - \$30,000.00 (T&M)**

**Anticipated GIS Services include, but are not limited to, the following.**

- ArcGIS Enterprise Management (50%)
- ArcGIS Database Management (5%)
- User Accounts and Application Access (5%)
- SDE Database Management (15%)
- Connected and Supporting Systems (10%)
- ESRI based mobile applications (10%)
- ArcGIS suite of technologies (5%)

#### **Utilities (Water, Sanitary and Drainage) - \$80,000.00 (T&M)**

**Anticipated GIS Services include, but are not limited to, the following.**

WS&D GIS mapping

- Review of existing utility infrastructure (10%)
- Identification of gaps (10%)
- Attribute confirmation -size and material (10%)
- Design plan mapping (40%)
- Utility Schema (5%)
- Sewer capacity (10%)
- Maintenance Tracking (10%)

Location Verification

- Verification opportunities (5%)

#### **Emergency Operations Center - \$30,000.000 (T&M)**

**Anticipated GIS Services include, but are not limited to, the following.**

- Address and street data compliance (15%)
- Address and street data interchange with dispatch software (20%)
- Damage Assessment mobile applications (25%)
- Debris Management mobile applications (25%)
- Hydrant locations (15%)

**General City Services Support - \$40,000.00 (T&M)**

**Anticipated GIS Services include, but are not limited to, the following.**

- Catalog of existing and proposed structures (10%)
- Industrial Districts identification (10%)
- Annexation and annexation opportunities (20%)
- Land Use mapping (10%)
- Permitting support (20%)
- Sidewalk program – identification (10%)
- Citizen Engagement (20%)

**SECTION III**

**TIME FOR PERFORMANCE**

The CONSULTANT shall complete the services called for in Section II of this Agreement between February 17, 2026 through September 30, 2026.

**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 **\$180,000.00**. 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:

<b>Scope Items</b>	<b>Budget</b>
ESRI Enterprise Management Support	\$ 30,000.00
Utilities (Water, Sanitary and Drainage)	\$ 80,000.00
Emergency Operations Center	\$ 30,000.00
General City Services Support	\$ 40,000.00
	\$ 180,000.00

**Table: Labor Rates and Expenses**

<b>Classification</b>	<b>Lowest Rate</b>	<b>Highest Rate</b>
Department Head (VP, Division Manager)	\$225.00	\$295.00
Director	\$210.00	\$285.00
Project Manager	\$150.00	\$235.00
GIS Developer	\$100.00	\$190.00
GIS Analyst	\$70.00	\$125.00

## **SECTION V**

### **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 VI**

### **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:

LJA Engineering, Inc.  
Attn: George Culver  
[gculver@lja.com](mailto:gculver@lja.com)  
3600 W Sam Houston Pkwy S, Suite 600  
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  
Attn: Robin S. Green, Jr.  
1149 Ellsworth Drive  
Pasadena, Texas 77506

## **SECTION VII**

### **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 VIII**

### **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 IX**

### **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 reproducible, 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 X**

### **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 XI**

### **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 XII**

### **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 XIII**

#### **ANTI-BOYCOTT**

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of consultant verifies that: (1) the CONSULTANT does not boycott Israel, and (2) the CONSULTANT will not boycott Israel during the term of this AGREEMENT.

**SECTION XV**  
**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 8 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**

LJA ENGINEERING, 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

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

21 NO: 2026-

CAPTION: APPROVE AGREEMENT WITH HR GREEN, INC. FOR ADMINISTRATIVE SERVICES FOR PROCORE DEVELOPMENT FOR A TOTAL APPROPRIATION OF \$144,000.00 TO BE FUNDED FROM ACCOUNT 14100-7107.

RECOMMENDATIONS & JUSTIFICATION: APPROVE PROFESSIONAL SERVICES AGREEMENT.

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

BUDGETED:                       COUNCIL DISTRICT(S) AFFECTED: VARIOUS  
REQUIRES APPROPRIATION:   
See attached Certification

		COUNCIL ACTION	
REQUESTING PARTY (TYPED)		FIRST READING:	FINAL READING:
<u>Robin S. Green, Jr.</u> Robin S. Green, Jr.    DATE: <u>1/15/2026</u>			
<u>Sherry Womack</u> BUDGET DEPARTMENT		MOTION	MOTION
<u>PURCHASING DEPARTMENT</u>		SECOND	SECOND
APPROVED:			
<u>CHRIS BRONK</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Schaefer</u> MAYOR		DEFERRED: <u>02-03-26</u>	

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$144,000.00

DEPARTMENT NO: 14100

ACCOUNT NO. 001-33180 transfer into 14100-7107

TASK NO.

CIP NO.

PROJECT DESCRIPTION: Agreement with HR Green for Procore Administrative Services.

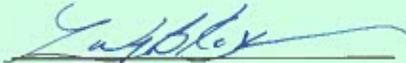
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I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it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

  
\_\_\_\_\_  
Lindsay Koskiniemi  
City Controller

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

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and HR Green, Inc. for Administrative Services for Procore Development for a total appropriation of One Hundred Forty-Four Thousand Dollars and 00/100 (\$144,000.00) to be funded from Account 14100-7107.

WHEREAS, HR Green, Inc. will perform Administrative Services requiring special knowledge and a high order of learning and skill; and

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

WHEREAS, the selection of HR Green, Inc. is in accordance with Section 2254 of the Texas Government Code; 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 HR

Green, Inc. for Administrative Services for Procore Development 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 Account No. 14100-7107 in an amount totaling One Hundred Forty-Four Thousand Dollars and 00/100 (\$144,000.00) 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

## **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 HR Green, Inc., hereinafter called "CONSULTANT".

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

### **Administrative Assistance Services for Procore Development For the City of Pasadena, Texas**

WITNESSETH, that this Agreement deals with providing administrative services related to assisting the OWNER in Procore set-up, data entry, and development 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 services in connection with the Project(s):

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

#### Scope of Services

HR Green, Inc. will provide administrative support services to assist the City of Pasadena in a variety of Procure-related tasks. HR Green will be on-call to specifically support the city's Public Works department.

CONSULTANT to upload various documents related to any construction project at the direction of the OWNER, including, but not limited to, into the following Procure tools:

- RFI's
- Submittals
- Incidents
- Observations
- Punch list
- Schedule
- Photos
- Drawings
- Specifications
- Forms
- Commitments
- Change Orders
- Change Events
- Invoicing
- Bidding

CONSULTANT will assist the OWNER with the management of admin, workflows, and templates in Procure to ensure the system is working properly.

HR Green will provide these services on a Time and Material basis.

## SECTION III

### ADDITIONAL SERVICES AND CHARGES

The CONSULTANT, upon prior written authorization from the OWNER, shall furnish additional services, and the OWNER shall compensate the CONSULTANT the services rendered.

It is expressly understood and agreed that CONSULTANT shall not furnish any additional services without the prior written authorization of the OWNER. The OWNER shall have no obligation to pay for such additional services that have been performed without prior written authorization of the OWNER as hereinabove provided.

The Director of Public Works may authorize the transfer of funds between basic services and additional services, and/or the transfer of funds between the categories of additional services when necessary to continue service, provided the total funds authorized do not exceed the total amount appropriated by City Council.

**SECTION IV**

**TIME FOR PERFORMANCE**

The CONSULTANT shall complete the services called for in Section II of this Agreement within 365 days from the execution of this contract.

**SECTION V**

**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 **\$144,000.00**. 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:

<b>Administrative Assistance for Procore Development</b>				
<b>Task</b>	<b>Avg. Usage</b>	<b>Total time</b>	<b>Rate</b>	<b>Total</b>
Administrative Assistant	55.5hrs/mo.	1000		\$144,000.00
<b>Administrative Assistance for Procore Development</b>				<b>\$144,000.00</b>

**SECTION VI**

**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 VII**

### **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 VIII**

### **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:

HR Green, Inc.  
Attn: Stephen Sparks, PE  
[ssparks@hrgreen.com](mailto:ssparks@hrgreen.com)  
11011 Richmond Avenue, Suite 200  
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  
Attn: Robin S. Green, Jr.  
1149 Ellsworth Drive  
Pasadena, Texas 77506

## **SECTION IX**

### **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 X**

### **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 XI**

### **OWNERSHIP OF DOCUMENTS, COPYRIGHT**

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

## **SECTION XII**

### **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 XIII  
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 XIV  
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 XIII  
ANTI-BOYCOTT**

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of consultant verifies that: (1) the CONSULTANT does not boycott Israel, and (2) the CONSULTANT will not boycott Israel during the term of this AGREEMENT.

**SECTION XV**  
**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**

HR GREEN, 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

2-17-26  
Agenda

# AGENDA REQUEST

ORDINANCE     RESOLUTION

2J NO: 2026-

CAPTION: APPROVE AGREEMENT WITH HR GREEN, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS DRAINAGE & PAVING AND WATER/WASTE-WATER PROJECTS (CIP # S248, S249, WW103, WW104, WW105 & WW106) FOR A TOTAL APPROPRIATION OF \$1,695,397.50 TO BE FUNDED FROM THE GENERAL FUND BALANCE ACCOUNT AND THE SYSTEM FUND OTHER CHARGES CONTINGENCY.

RECOMMENDATIONS & JUSTIFICATION: APPROVE PROFESSIONAL SERVICES AGREEMENT.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: VARIOUS

REQUIRES APPROPRIATION:

See attached Certification

<u>Robin S. Green, Jr.</u>		<b>COUNCIL ACTION</b>	
Robin S. Green, Jr. DATE: <u>1/15/2026</u>		FIRST READING:	FINAL READING:
REQUESTING PARTY (TYPED)			
<u>Shay Warrick</u>		MOTION	MOTION
BUDGET DEPARTMENT			
		SECOND	SECOND
PURCHASING DEPARTMENT			
APPROVED:		DATE	DATE
<u>Colt Brander</u>			
CITY ATTORNEY			
<u>Thomas Schenkein</u>		DEFERRED: <u>02-03-26</u>	
MAYOR			

CITY OF PASADENA  
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$1,695,397.50

DEPARTMENT NO: 14100

ACCOUNT NO. 001-33180 (\$1,393,470), 30900-741501 (\$301,927.50)

TASK NO.

CIP NO. S248, S249, WW103, WW104, WW105, WW106

PROJECT DESCRIPTION: Agreement with HR Green for Construction Management and Inspection Services.

---

Accounts to be created:

---

190S248-790796 - \$696,735.00

---

190S249-790796 - \$696,735.00

---

390WW103-790989 - \$92,962.50

---

390WW104-790989 - \$92,962.50

---

390WW105-790989 - \$92,962.50

---

390WW106-790989 - \$23,040.00

---

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



Lindsay Koskiniemi  
City Controller

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

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and HR Green Inc. for construction management and inspection services of various Drainage & Paving and Water/Wastewater projects (CIP # S248, S249, WW103, WW104, WW105 & WW106) for a total appropriation of One Million Six Hundred Ninety-Five Thousand Three Hundred Ninety-Seven Dollars and 50/100 (\$1,695,397.50) from the General Fund Balance Account and the System Fund Other Charges Contingency Account.

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

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

WHEREAS, the selection of HR Green, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, said contract with HR Green, Inc. for construction management and 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 has certified to the City Council that there is available for appropriation in the hereinafter mentioned Funds a sum sufficient for the purpose herebelow stated; 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 HR Green, Inc. for inspection and construction management services for various CIP projects, 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 Account No. 001-33180 in the amount of One Million Three Hundred Ninety-Three Thousand Four Hundred Seventy Dollars and 00/100 (\$1,393,470.00) and Account No. 30900-741501 in the amount of Three Hundred One Thousand Nine Hundred Twenty-Seven Dollars and 50/100 (\$301,927.50) for a total as described on the attached certification of funds page in the amount of One Million Six Hundred Ninety-Five Thousand Three Hundred Ninety-Seven Dollars and 50/100 (\$1,695,397.50) 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  
AMENDMENT TO CIP

DATE: January 15, 2026

DEPARTMENT NO: 14100

CIP NO.: Various

Project Name: Various

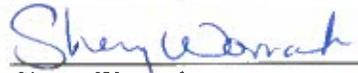
Amendment to 2025-2029 CIP (Ord # 2024-248) as follows:

	Adopted Book & Ordinances		Proposed Change
<input type="checkbox"/> New Project			
<input type="checkbox"/> Project Name/Description			
<input checked="" type="checkbox"/> Addition to Current Project	\$ -		\$ 696,735.00
	\$ -		\$ 696,735.00
	\$ -		\$ 92,962.50
	\$ -		\$ 92,962.50
	\$ -		\$ 92,962.50
	\$ -		\$ 23,040.00
<input type="checkbox"/> Changes in Funding Source			
<input type="checkbox"/> Changes in Funding Year			
<input type="checkbox"/> Over Budget			

Addition of Const Mgmt & Insp Svcs

				S248 Red Bluff Terrace Ph I
				S249 Red Bluff Terrace Ph II
				WW103 Wyatt Lift Station Replacement
				WW104 Hiawatha Lift Station
				WW105 Crestford Lift Station
				WW106 Crenshaw LS Gen Addition

Justification/Description: Construction Management and Inspection services are needed to oversee these projects. Red Bluff Terrace Ph I and Ph II are funded by the General Land Office and have a strict schedule to abide by.

  
 Sherry Womack  
 Budget & Financial Planning Director

# **AGREEMENT FOR PROFESSIONAL SERVICES**

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER" and HR Green, Inc., hereinafter called "CONSULTANT". and referred to in the masculine pronoun singular whether a person, firm or corporation.

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

**Construction Management and Inspection Services for  
Various Drainage & Paving and Water/Wastewater Projects  
CIP #S248, S249, WW103, WW104, WW105 & WW106  
In the City of Pasadena, Texas**

The CONSULTANT shall provide professional services for general Construction Engineering and Inspection (CEI) services related to the above-mentioned projects.

WITNESSETH, that this Agreement deals with providing professional services necessary for the facilities described herein.

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 professional 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:

Professional services listed below. The team will develop up to three options for consideration by the City and OWNER:

#### **Construction Engineering and Inspection Services**

Resident and Project Engineers are responsible for the following:

- Meetings and briefings
- Schedules – Look Ahead
- Contractor submittals and RFIs
- Change orders
- Estimates and invoices
- Coordination with Design Program Manager (design revisions)
- Review and approval of Daily Work Report

Inspection staff are responsible for the following:

- Measure quantities installed by the contractor and record in a daily report
- Photograph contractor's progress and attach to the daily report
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt, and soils as needed
- Monitor contractor's work for safety violations and report to contractor and supervisor
- Attend meetings that facilitate open communication and problem resolution between the contractor, client, and stakeholders
- Complete final inspections to ensure contract completion and closeout
- Perform other duties as assigned

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall proceed with the professional services which include improvements as stated herein serving the City of Pasadena.

## **SECTION III**

### **TIME FOR PERFORMANCE**

The Project shall be initiated upon authorization. This agreement will start once construction of the first project commences and will conclude upon the completion of the final project. The estimated timeline for construction is outlined in the Construction Documents for each project.

This schedule was prepared to include reasonable allowances for review and approval times required by the OWNER and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project required by the OWNER or for delays or other causes beyond the control of CONSULTANT.

## SECTION IV

### THE CONSULTANT'S COMPENSATION

It is expressly understood and agreed that the "CONSULTANT" shall proceed to furnish the basic engineering services required herein immediately upon execution of this agreement by all parties. Additional services will not proceed without the expressed written authorization by the OWNER or its representative.

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 **\$1,695,397.50**. 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
S248	Red Bluff Terrace Phase I	\$696,735.00
S249	Red Bluff Terrace Phase II	\$696,735.00
WW103	Wyatt Lift Station	\$ 92,962.50
WW104	Hiawatha Lift Station	\$ 92,962.50
WW105	Crestford Lift Station	\$ 92,962.50
WW106	Crenshaw Lift Station	\$ 23,040.00
	<b>Total Contract Amount:</b>	<b>\$1,695,397.50</b>

The compensation amount was calculated based on the labor rates and direct expense amounts listed in the Labor Rates and Expenses table below.

**Table: Labor Rates and Expenses**

Classification	Raw Rate	Multiplier	Billing Rate
Principal	\$97.00	3.0	\$291.00
Project Manager	\$93.00	3.0	\$279.00
Construction Manager	\$82.00	3.0	\$246.00
Utility Coordinator	\$75.00	3.0	\$225.00
Project Controls	\$46.00	3.0	\$138.00
Construction Engineer IV	\$75.00	3.0	\$225.00
Construction Engineer III	\$64.00	3.0	\$192.00
Construction Engineer II	\$48.00	3.0	\$144.00
Construction Engineer I	\$39.00	3.0	\$117.00
Construction Technician IV	\$68.00	3.0	\$204.00
Construction Technician III	\$50.00	3.0	\$150.00

Construction Technician II	\$43.00	3.0	\$129.00
Construction Technician I	\$34.00	3.0	\$102.00
Construction Intern	\$22.00	3.0	\$66.00
<b>Direct Expenses</b>			<b>EA</b>
Daily Vehicle Rate			\$90.00/day/vehicle

**SECTION V**

**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 VI**

**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:

HR Green, Inc.  
 Attn: Stephen Sparks, PE  
[ssparks@hrgreen.com](mailto:ssparks@hrgreen.com)  
 11011 Richmond Avenue, Suite 200  
 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  
 Attn: Robin S. Green, Jr.  
 1149 Ellsworth Drive  
 Pasadena, Texas 77506

## **SECTION VII**

### **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 VIII**

### **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 IX**

### **OWNERSHIP OF DOCUMENTS, COPYRIGHT**

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

## **SECTION X**

### **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 XI**

### **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 XII**

### **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 XIII**

### **ANTI-BOYCOTT**

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of consultant verifies that: (1) the CONSULTANT does not boycott Israel, and (2) the CONSULTANT will not boycott Israel during the term of this AGREEMENT.

**SECTION XV**

**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.

**HR Green, Inc.**

Attest/Seal

\_\_\_\_\_  
By: Stephen Sparks, P.E., Vice President

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

**OWNER**

**CITY OF PASADENA, TEXAS**

\_\_\_\_\_  
Amanda Mueller, City Secretary

\_\_\_\_\_  
Thomas Schoenbein, Mayor

Approved as to form

\_\_\_\_\_  
Cari Brownlee, City Attorney

\_\_\_\_\_  
Lindsay Koskiniemi, City Controller

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO A NO: 2026-

CAPTION: Change the day the San Jacinto holiday is observed from Tuesday, April 21<sup>st</sup> to Monday, April 20<sup>th</sup>, for the calendar year 2026.

RECOMMENDATIONS & JUSTIFICATION: Change the date of observation to provide a three day weekend for employees.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

<i>Trena White</i>		<b>COUNCIL ACTION</b>	
Trena White	DATE: 2/2/2026	FIRST READING:	FINAL READING:
REQUESTING PARTY (TYPED)			
BUDGET DEPARTMENT	MOTION		MOTION
PURCHASING DEPARTMENT	SECOND		SECOND
APPROVED:			
<i>Carl Brand</i>	DATE		DATE
CITY ATTORNEY			
<i>Thomas Schwenke</i>	DEFERRED:		
MAYOR			

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution authorizing observation of the San Jacinto holiday by the City of Pasadena for the 2026 calendar year only, on Monday, April 20, 2026.

WHEREAS, Ordinance No. 92-29 set aside April 21 as a legal holiday for San Jacinto Day for the City of Pasadena; and

WHEREAS, this year the 21st of April, 2026 is a Tuesday; and

WHEREAS, for this year only a change of observation of this holiday to April 20, 2026 will provide employees with a three (3) day weekend; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pasadena finds, determines, and deems that in the year 2026, April 20, 2026 shall be observed as the legal holiday for San Jacinto Day for City employees.

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.

(SIGNATURE AND APPROVAL - NEXT PAGE)

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

2-17-26  
Agenda

AGENDA REQUEST

ORDINANCE  RESOLUTION

RESO B

NO: 2026-

CAPTION: A Resolution of the City Council of the City of Pasadena, Texas appointing Salvador Serrano, Jr. to the Board of Directors of Pasadena Economic Development Corporation for a two-year term (2026-2028.)

RECOMMENDATIONS & JUSTIFICATION: Appointment of a member to the Board of Directors of Pasadena Economic Development Corporation for the term beginning in February 2026 through February 2028.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

		COUNCIL ACTION	
<p><i>[Signature]</i>            Arturo Marquez      DATE: <u>02/02/2026</u>            REQUESTING PARTY (TYPED)</p>		FIRST READING:	FINAL READING:
<p>_____</p> BUDGET DEPARTMENT		MOTION	MOTION
<p>_____</p> PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<p><i>[Signature]</i>            CITY ATTORNEY</p>		DATE	DATE
<p><i>[Signature]</i>            MAYOR</p>		DEFERRED: _____	

2026 FEB -5 10 35 AM  
CITY OF PASADENA

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution of the City Council of the City of Pasadena, Texas appointing Salvador Serrano, Jr. to the Board of Directors of Pasadena Economic Development Corporation for a two-year term (2026-2028).

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

SECTION 1. That pursuant to the by-laws of the Pasadena Economic Development Corporation, Salvador Serrano, Jr. is hereby appointed for a two-year term (2026-2028) as a member of the Board of Directors of the Pasadena Economic Development Corporation.

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.

(SIGNATURE AND APPROVAL - NEXT PAGE)

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

2-17-26  
Agenda

# AGENDA REQUEST

ORDINANCE     RESOLUTION

RESOL NO: 2026-

CAPTION: A resolution authorizing a food donation from Yama Kitchen valued at \$650.00.

RECOMMENDATIONS & JUSTIFICATION: Yama Kitchen donated the food to Pasadena on January 13, 2026.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:   
See attached Certification

COUNCIL ACTION		
<u>Thomas Schoenbein</u> DATE: 1/30/2026 Mayor Schoenbein, Mayor's Office	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
<u>Carl Bromberg</u> CITY ATTORNEY	DATE	DATE
<u>Thomas Schoenbein</u> MAYOR	DEFERRED: _____	

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution accepting an in-kind donation of various menu items valued at \$650.00 from Yama Kitchen to feed City employees.

WHEREAS, Yama Kitchen has made an in-kind donation of various menu items valued at \$650.00 to feed City employees;  
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 Yama Kitchen and accepts the in-kind donation of various menu items valued at \$650.00 for City employees.

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.

(SIGNATURE AND APPROVAL - NEXT PAGE)

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

2-17-26  
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, Rifle-Resistant Body Armor Grant Program in the amount of \$15,000.00

**RECOMMENDATIONS & JUSTIFICATION:** This grant would be for the purchase of rifle-resistant vests for full-time, sworn officers who are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses. This is a non-matching grant.

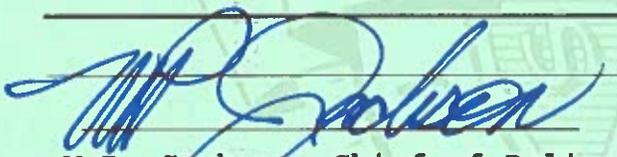
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification



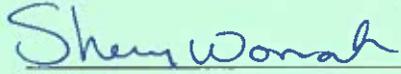
M.P. Jackson, Chief of Police  
REQUESTING PARTY (TYPED)

DATE: 12/30/2026

#### COUNCIL ACTION

FIRST READING:

FINAL READING:



BUDGET DEPARTMENT

MOTION

MOTION

PURCHASING DEPARTMENT

SECOND

SECOND

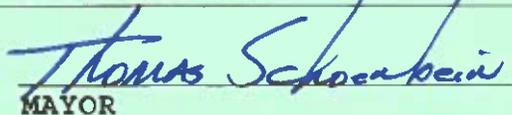
APPROVED:



CITY ATTORNEY

DATE

DATE



MAYOR

DEFERRED:

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program in the amount of \$15,000.00.

WHEREAS, the City of Pasadena finds it in the best interest of the citizens of Pasadena, Texas, that the Rifle Resistant Body Armor Grant Program be operated 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 grant would be used for the purchase of 10 rifle-resistant vests for 10 full time, sworn officers who are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses; 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 for the Rifle-Resistant Body Armor 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 Grant Request Form**

<b>Requesting Department:</b> Pasadena Police Department	<b>Date:</b> 01/29/2026
<b>Contact Name:</b> Paul Sinitiere	<b>Contact Phone:</b> 713-475-5539
<b>Contact E-mail:</b> psinitiere@pasadenatx.gov	
<b>Grantor/Funding Agency:</b> Office of the Governor	<b>Grant Amount:</b> \$15,000.00

<b>Type of Grant (select):</b>	<b>Federal:</b> <input type="checkbox"/>	<b>State:</b> <input checked="" type="checkbox"/>	<b>Private Agency:</b> <input type="checkbox"/>
	<b>MOU:</b> <input type="checkbox"/>	<b>Pass-Through:</b> <input type="checkbox"/>	
<b>Application submission deadline:</b>	02/12/2026		
<b>Duration of Grant:</b>	09/01/26-08/31/27		
<b>Anticipated Costs:</b>	\$15,000		
<b>Match Requirements:</b>	<b>Yes:</b> <input type="checkbox"/>	<b>No:</b> <input checked="" type="checkbox"/>	<b>Amount/Percentage:</b>
<b>If Matching required, are funds available?</b>	<b>Yes:</b> <input type="checkbox"/>	<b>No:</b> <input type="checkbox"/>	<b>Fund #:</b>
<b>Reporting Requirements:</b>	<b>Yes:</b> <input checked="" type="checkbox"/>	<b>No:</b> <input type="checkbox"/>	<b>Type of Reporting:</b> <b>Financial:</b> <input checked="" type="checkbox"/> <b>Compliance:</b> <input checked="" type="checkbox"/>
<b>Other departments impacted by use of Grant</b>	<b>Yes:</b> <input type="checkbox"/>	<b>No:</b> <input checked="" type="checkbox"/>	<b>Specify Departments:</b>
<b>CFDA #</b>	N/A		

**Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):**

This grant would be for the purchase of rifle-resistant vests for full-time, sworn officers who are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses. This is a non-matching grant.

**Impact to Fiscal Year Budget:**

<b>Additional Employees Required:</b>	<b>Yes:</b> <input type="checkbox"/>	<b>No:</b> <input checked="" type="checkbox"/>	<b># Required:</b>
<b>Total anticipated Salary Expense:</b>			
<b>Total Anticipated Benefit Expense:</b>			
<b>Contractual Services Required:</b>	<b>Yes:</b> <input type="checkbox"/>	<b>No:</b> <input checked="" type="checkbox"/>	<b>Anticipated cost:</b>
<b>Materials/supplies anticipated cost:</b>			

<b>Requestor Signature</b>		<b>Date:</b> 1/29/26
<b>Approvals:</b>		
<b>Budget Director:</b>		<b>Date:</b> 1/30/26
<b>Compliance Officer:</b>		<b>Date:</b> 1-30-26
<b>Controller:</b>		<b>Date:</b> 30 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
<b>Grant Title:</b>	Rifle-Resistant Body Armor Grant Program
<b>Grant Application Due Date by Grantor:</b>	02/12/2025

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 would be for the purchase of 10 rifle-resistant vests for 10 full-time, sworn officers who are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses. This is a non-matching grant.
- 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:**  
\$15,000 grant funds, non-matching
- 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.):**  
All grant compliance and audit requirements will be handled by the Pasadena Police Departments Planning & Research Officer.

Name:

# Rifle-Resistant Body Armor Grant Program, FY2027

Available  
12/15/2025Due Date  
02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

## Available Funding:

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State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 25 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. The Public Safety Office (PSO) expects to make available \$3M for FY2027.

## Eligible Organizations:

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Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

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.

**\*\*\*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.

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	09/01/2026

## Project Period:

Projects must begin on or after 09/01/2026 and may not exceed a 12 month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

## Standards

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

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV

(armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

## Program-Specific Requirements

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**Eligible officers to equip.** Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

**Required Agency Policies.** As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [\*"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"\*](#) for more information.

**Personally Fitted Vest Requirement.** All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)). The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

## 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. 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. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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**Application Screening:** The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

**Final Decisions:** The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor 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.

**\$3 Million**

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO E

NO: 2026-

**CAPTION:** A resolution to apply for the Office of National Drug Control Policy High Intensity Drug Trafficking Areas (HIDTA) grant program for the 2026 federal award in the amount of \$80,000.00.

**RECOMMENDATIONS & JUSTIFICATION:** This is an ongoing program to assist in funding overtime and vehicle allowances for police officers assigned to federal task forces in designated High Intensity Drug Trafficking Areas to participate and assist in the Houston Money Laundering Initiative (HMLI) and Major Drug Squads (MDS).

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

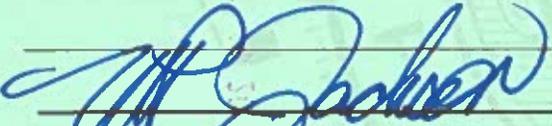
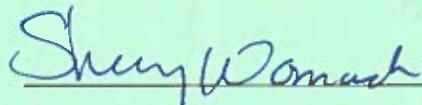
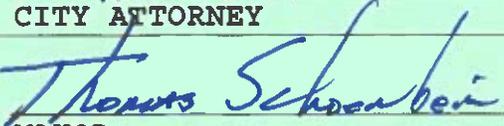
BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

#### COUNCIL ACTION

 M.P. Jackson, Chief of Police REQUESTING PARTY (TYPED) DATE: 01-28-2026	FIRST READING:	FINAL READING:
 BUDGET DEPARTMENT	MOTION	MOTION
PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:   CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED: _____	

RESOLUTION NO. 2026 - \_\_\_\_\_

A Resolution to apply for the Office of National Drug Control Policy High Intensity Drug Trafficking Areas (HIDTA) grant program for the 2026 federal award in the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00).

WHEREAS, the City of Pasadena finds it in the best interest of the citizens of Pasadena, Texas, that the National Drug Control Policy High Intensity Drug Trafficking Areas (HIDTA) Grant Program be operated for the FY 2026; and

WHEREAS, City of Pasadena designates the Pasadena Police Department's Chief of Police 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 grant would be used for an ongoing program to assist in funding overtime and vehicle allowances for police officers assigned to federal task forces in designated High Intensity Drug Trafficking Areas (HIDTA) to participate and assist in the Houston Money Laundering Initiative (HMLI) and Major Drug Squads (MDS); 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 for the National Drug Control Policy High Intensity

Drug Trafficking Areas (HIDTA) Grant Program to the Office of National Drug Control Policy (ONDCP).

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.

(SIGNATURE AND APPROVAL - NEXT PAGE)

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 Grant Request Form**

Requesting Department: Pasadena Police Department	Date: 01/27/2026
Contact Name: Paul Sinitiere	Contact Phone: 713-475-5539
Contact E-mail: psinitiere@pasadenatx.gov	
Grantor/Funding Agency: HIDTA	Grant Amount: \$80,000.00

Type of Grant (select):	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Private Agency: <input type="checkbox"/>
	MOU: <input type="checkbox"/>	Pass-Through: <input type="checkbox"/>	
Application submission deadline:	09/30/2026		
Duration of Grant:	09/30/2026-12/31/27		
Anticipated Costs:	\$80,000.00		
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 #	95.001		

**Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):**

This is an ongoing program to assist in funding overtime and vehicle allowances for police officers assigned to federal task forces in designated High Intensity Drug Trafficking Areas to participate and assist in the Houston Money Laundering Initiative (HMLI) and Major Drug Squads (MDS).

**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: 1/28/26
<b>Approvals:</b>		
Budget Director:		Date: 1/29/26
Compliance Officer:		Date: 1-29-2026
Controller:		Date: 30 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>	HIDTA
<b>Grant Title:</b>	High Intensity Drug Trafficking Areas (HIDTA)
<b>Grant Application Due Date by Grantor:</b>	Unknown

Please answer each of the following questions to support the Grant Benefit and Cost Analysis.

**1. What is the purpose of the grant and describe its consistency with the identified City goals and objectives:**

This is an ongoing program to assist in funding overtime and vehicle allowances for police officers assigned to federal task forces in designated High Intensity Drug Trafficking Areas to participate and assist in the Houston Money Laundering Initiative (HMLI) and Major Drug Squads (MDS).

**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:**

None

**5. Total program costs, including portion funded through grant revenues and any required City Contribution:**

\$80,000.00

**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.):**

Financial compliance will done by the Controller's Office with the City of Pasadena.

# HOUSTON HIDTA

## 2026 Budget Summary

Grantee: CITY OF PASADENA

UEI: LJNKC66VKKM5

### IMPORTANT INSTRUCTIONS:

These are the cost categories for your 2026 budget in which you will need to go into GrantSolutions and apply for the award online. These are the numbers that you are going to use when you apply for the 2026 HIDTA Award on the SF-424 application and other application documents.

Please ensure all amounts match exactly when completing your application in GrantSolutions.

### BUDGET SUMMARY BY COST CATEGORY

Cost Category	Amount
Overtime	\$44,000.00
Services	\$36,000.00
<b>GRAND TOTAL</b>	<b>\$80,000.00</b>

### DETAILED BREAKDOWN BY COST CATEGORY

#### *Overtime*

Initiative	Subcategory	Qty	Amount
Houston Money Laundering Initiative...	Investigative - Law Enforcemen...	1	\$11,000.00
Major Drug Squads (MDS)	Investigative - Law Enforcemen...	3	\$33,000.00
		<b>Subtotal:</b>	<b>\$44,000.00</b>

#### *Services*

Initiative	Subcategory	Qty	Amount
------------	-------------	-----	--------

Houston Money Laundering Initiative...	Vehicle allowance	1	\$9,000.00
Major Drug Squads (MDS)	Vehicle allowance	3	\$27,000.00
		<b>Subtotal:</b>	<b>\$36,000.00</b>

Houston HIDTA • 2026 Budget Year • For GrantSolutions SF-424 Application



## High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

### Disclaimer:

### Notes:

**Announcement:** High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**Program Office:** Houston HIDTA

**Grant Program:** Houston HIDTA

**CFDA:** 95.001

**Due Date:** 02/22/2026 05:00 PM (GMT - 05:00) Eastern Time (US & Canada)

Efforts will support the HIDTA Program, which is established in the ONDCP under the authority of the reauthorization statute of ONDCP pertaining to the HIDTA Program, codified at 21 U.S.C. § 1706.

The HIDTA Program provides funding resources to joint initiatives of federal, state, local, Tribal, and territorial law enforcement agencies in each HIDTA-designated area to carry out activities that address the specific drug threats of those areas. The mission of the HIDTA Program is to disrupt the market for illegal drugs in the United States in support of the *National Drug Control Strategy* by assisting federal, state, local, Tribal, and territorial law enforcement entities participating in the HIDTA Program to dismantle and disrupt drug trafficking and money laundering organizations, with particular emphasis on drug trafficking regions that have harmful effects on other parts of the United States, and to improve the efficiency and effectiveness of HIDTA initiatives.

### Goals, Objectives and What the Government is Supporting

The assistance provided under this award will support the non-federal entity's (NFE) performance and fulfillment of the HIDTA Program to reduce drug trafficking and drug production in the United States in the following performance areas:

- Facilitating cooperation among federal, state, local, Tribal, and territorial law enforcement agencies to share information and implement coordinated enforcement activities;
- Enhancing law enforcement intelligence sharing among federal, state, local, Tribal, and territorial law enforcement agencies;
- Providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

HIDTAs are directed to coordinate all counterdrug operations with a local or regional DHS Homeland Security Task Force (HSTF). HIDTA Directors will certify in the budget submission to ONDCP that HSTF points of contact have been identified by or provided to each HIDTA in the region. In the annual report described at 21 U.S.C. § 1706(f), HIDTAs will report on the nature and extent to which collaboration and information sharing with HSTFs occurred and provide any recommendations to improve HSTF coordination.

ONDCP will award federal grants to the 33 designated HIDTA Regions and the National HIDTA Assistance Center (NHAC) under the HIDTA Program. The grants have a 2-year performance period. Funding is subject to the availability of funds.

The SF-424 application must be completed for consideration within the annual budget and award. Awardees will be subject to additional requirements expressed in governing law, regulations, public policies, Executive Orders, and the HIDTA Program Policy and Budget Guidance. See 2 C.F.R. Part 200 *et seq.*

### Grant Announcement

2026 HIDTA Notice of Funding Opportunity

[View](#)  
[View](#)

### Online Forms

SF-424 Application for Federal Assistance (Version 4.0)

SF-424A Budget Information - Non-Construction  
SF-424B Assurances - Non-Construction  
SF-LLL Disclosure of Lobbying Activities (Version 2.0)  
**Additional Information to be Submitted**  
GG Lobbying Form

[View](#)  
[View](#)

Announcement: High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant Award

Program Office: Office of National Drug Control Policy (ONDCP), National HIDTA Program

Grant Program: HIDTA Program

CFDA: 95.001

Efforts will support the HIDTA Program, which is established in the ONDCP under the authority of the reauthorization statute of ONDCP pertaining to the HIDTA Program, codified at 21 U.S.C. § 1706.

The HIDTA Program provides funding resources to joint initiatives of federal, state, local, Tribal, and territorial law enforcement agencies in each HIDTA-designated area to carry out activities that address the specific drug threats of those areas. The mission of the HIDTA Program is to disrupt the market for illegal drugs in the United States in support of the *National Drug Control Strategy* by assisting federal, state, local, Tribal, and territorial law enforcement entities participating in the HIDTA Program to dismantle and disrupt drug trafficking and money laundering organizations, with particular emphasis on drug trafficking regions that have harmful effects on other parts of the United States, and to improve the efficiency and effectiveness of HIDTA initiatives.

### **Goals, Objectives and What the Government is Supporting**

The assistance provided under this award will support the non-federal entity's (NFE) performance and fulfillment of the HIDTA Program to reduce drug trafficking and drug production in the United States in the following performance areas:

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- Providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

HIDTAs are directed to coordinate all counterdrug operations with a local or regional DHS Homeland Security Task Force (HSTF). HIDTA Directors will certify in the budget submission to ONDCP that HSTF points of contact have been identified by or provided to each HIDTA in the region. In the annual report described at 21 U.S.C. § 1706(l), HIDTAs will report on the nature and extent to which collaboration and information sharing with HSTFs occurred and provide any recommendations to improve HSTF coordination.

ONDCP will award federal grants to the 33 designated HIDTA Regions and the National HIDTA Assistance Center (NHAC) under the HIDTA Program. The grants have a 2-year performance period. Funding is subject to the availability of funds.

The SF-424 application must be completed for consideration within the annual budget and award. Awardees will be subject to additional requirements expressed in governing law, regulations, public policies, Executive Orders, and the HIDTA Program Policy and Budget Guidance. *See 2 C.F.R. Part 200 et seq.*

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO F    NO: 2026-

**CAPTION:** A Resolution by the City Council of the City of Pasadena, Texas, appointing and reappointing members Robyn Davis, Carol Wilson and Sherry Free to the Board of Directors of the City of Pasadena Crime Control and Prevention District; and providing severability.

**RECOMMENDATIONS & JUSTIFICATION:** Appointment and reappointment of members to the Board of Directors of the Pasadena Crime Control and Prevention Board.

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

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:   
See attached Certification

#### COUNCIL ACTION

*M.P. Jackson*  
M.P. Jackson, Chief of Police  
REQUESTING PARTY (TYPED)

DATE: 1/28/2026

BUDGET DEPARTMENT

PURCHASING DEPARTMENT

APPROVED:

*Carl Brunker*  
CITY ATTORNEY

*Thomas Schenkein*  
MAYOR

FIRST READING:

FINAL READING:

MOTION

MOTION

SECOND

SECOND

DATE

DATE

DEFERRED:

## CRIME CONTROL AND PREVENTION DISTRICT BOARD MEMBERS

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Robyn Davis	Position 1	September 1, 2027
Carol Wilson	Position 5	September 1, 2027
Sherry Free	Position 6	September 1, 2027

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution by the City Council of the City of Pasadena, Texas, appointing and reappointing members Robyn Davis, Carol Wilson, and Sherry Free to the Board of Directors of the City of Pasadena Crime Control and Prevention District; and providing for severability.

WHEREAS, pursuant to Chapter 363, Local Government Code, the City of Pasadena, Texas (the "City") made appointments to the Board of Directors of the City of Pasadena Crime Control and Prevention District ("District"); and

WHEREAS, the City desires to reappoint directors;  
NOW, THEREFORE,

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

SECTION 1. That the following members are hereby appointed and reappointed to the Board of Directors of the District:

<u>Name</u>	<u>Position</u>	<u>Expiration of Term</u>
Robyn Davis	1	September 1, 2027
Carol Wilson	5	September 1, 2027
Sherry Free	6	September 1, 2027

SECTION 2. That if any provision, section, subsection, sentence, clause or phrase of this Resolution, as the application of the same to any person, or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution, or its application to other persons or other circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof or provision, or regulation contained herein, shall become inoperative

or fail by reason of the unconstitutionality, illegality or other invalidity of any portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

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.

(SIGNATURE AND APPROVAL - NEXT PAGE)

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

2-17-26  
Agenda

### AGENDA REQUEST

ORDINANCE     RESOLUTION

RESO 6    NO: 2026-

CAPTION: A Resolution approving the quarterly compiled financial statements of the City of Pasadena, Texas for the six months ended March 31, 2025 as submitted by Crowe LLP, Certified Public Accountants.

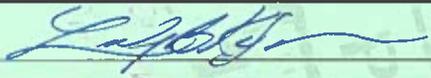
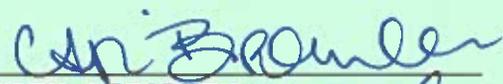
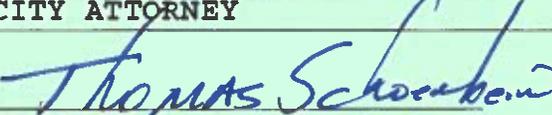
RECOMMENDATIONS & JUSTIFICATION: City Charter Article IX, Section 6(k), requires that these quarterly compiled financial statements be submitted to the City Council for approval.

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

BUDGETED:

REQUIRES APPROPRIATION:

See attached Certification

		<b>COUNCIL ACTION</b>	
Lindsay Koskiniemi    DATE: 1/23/2026			
REQUESTING PARTY (TYPED)		FIRST READING:	FINAL READING:
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
		DATE	DATE
CITY ATTORNEY			
		DEFERRED: _____	
MAYOR			

RESOLUTION NO. 2026-\_\_\_\_\_

A Resolution approving the quarterly compiled financial statements of the City of Pasadena, Texas for the six months ended March 31, 2025 as submitted by Crowe LLP, Certified Public Accountants.

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

SECTION 1. The City Controller is hereby authorized to publish quarterly financial reports in compliance with Article IX, Section 6(k) of the Charter of the City of Pasadena, Texas, and shall file a copy of such financial report in the Pasadena Public Library for its public journal. That compilations of such financial information by Crowe LLP, Certified Public Accountants and Independent Auditor ("Auditor"), of the books, records, and accounts of the City of Pasadena, Texas for the six months ended March 31, 2025, be, and the same are hereby, authorized and approved as prepared quarterly, on a non-certified basis (compilation), in compliance with such City Charter provisions.

SECTION 2. That said financial reports and all supporting schedules pertaining thereto are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes and are hereby authorized and approved.

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,  
FinanRept.QuarterlyComp\_03.31.25(ended03.31.25)\_02.22.26

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, TEXAS**

**FUND FINANCIAL STATEMENTS**

**For The Six Months Ended  
March 31, 2025**

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**CITY OF PASADENA, TEXAS**  
**FUND FINANCIAL STATEMENTS**  
**For The Six Months Ended March 31, 2025**

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## COMPILATION REPORT OF INDEPENDENT ACCOUNTANTS

To the Honorable Mayor and  
City Council Members of the  
City of Pasadena, Texas:

Management is responsible for the accompanying financial statements of the business -type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Pasadena, Texas (the "City"), as of and for the six months ended March 31, 2025, which collectively comprise the City's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying combining statements for nonmajor governmental funds, as well as the internal service funds, are presented for purposes of additional analysis and are not required parts of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit the government-wide statements and all the disclosures required by accounting principles generally accepted in the United States of America. If the government-wide statements and omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Management has omitted the Management's Discussion and Analysis and budgetary comparison information, as well as pension and other postemployment benefits schedules, that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.



Crowe LLP

Houston, Texas  
January 22, 2026

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**FUND FINANCIAL STATEMENTS**

**CITY OF PASADENA, TEXAS  
BALANCE SHEET  
GOVERNMENTAL FUNDS AND DISCRETELY PRESENTED COMPONENT UNIT  
MARCH 31, 2025**

	General	Debt Service	Pasadena Economic Development Corporation	Capital Projects
<b>ASSETS</b>				
Cash and cash equivalents	\$ 2,519,660	\$ -	\$ -	\$ -
Investments	203,428,709	-	-	-
Receivables (net of allowance for uncollectible)	8,355,367	1,890,461	2,526,078	7,000
Due from other funds	1,602,141	3,053,210	-	38,477,371
Due from component unit	8,335	-	-	-
Restricted assets				
Cash and cash equivalents	-	-	10,348	-
Investments	-	4,160,603	127,872,310	40,782,291
Receivables (net of allowance for uncollectible)	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$ 215,914,212</b>	<b>\$ 9,104,274</b>	<b>\$ 130,408,736</b>	<b>\$ 79,266,662</b>
<b>LIABILITIES</b>				
Accounts payable	\$ 8,497,811	\$ -	\$ -	\$ -
Due to other funds	42,178,074	-	-	-
Due to primary government	-	-	-	-
Compensated absences payable	-	-	-	-
Unearned revenue	-	-	-	-
Liabilities payable from restricted assets	-	-	-	3,625,483
<b>TOTAL LIABILITIES</b>	<b>50,675,885</b>	<b>-</b>	<b>-</b>	<b>3,625,483</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue - property taxes	2,342,238	1,890,460	-	-
Unavailable revenue - industrial district fees	52,307	-	-	-
Unavailable revenue - leases	320,347	-	-	-
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>2,714,892</b>	<b>1,890,460</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCES</b>				
Restricted for:				
Debt service	-	7,213,814	-	-
Public safety - component unit - Pasadena Crime Control and Prevention District	-	-	-	-
Capital projects	-	-	130,408,736	36,990,071
Grant management	-	-	-	-
Public safety	-	-	-	-
Cultural and recreation	-	-	-	-
Other purposes	-	-	-	-
Total restricted	-	7,213,814	130,408,736	36,990,071
Committed to:				
General fund	-	-	-	-
Capital projects	-	-	-	38,078,869
Recall, election, and charter revisions	15,000	-	-	-
Total committed	15,000	-	-	38,078,869
Assigned to:				
Purchase on order	3,985,634	-	-	-
Capital projects	-	-	-	572,239
Total assigned	3,985,634	-	-	572,239
Unassigned				
Total unassigned	158,522,801	-	-	-
<b>TOTAL FUND BALANCES</b>	<b>162,523,435</b>	<b>7,213,814</b>	<b>130,408,736</b>	<b>75,641,179</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 215,914,212</b>	<b>\$ 9,104,274</b>	<b>\$ 130,408,736</b>	<b>\$ 79,266,662</b>

Grant Management	Nonmajor Governmental	Total Governmental Funds	Component Unit Pasadena Crime Control and Prevention District
\$ -	\$ -	\$ 2,519,660	\$ -
-	-	203,428,709	14,710,319
-	-	12,778,906	2,467,450
505,608	31,908	43,670,238	-
43,074	-	51,409	-
427,596	56,608	494,552	-
20,151,984	13,580,997	206,548,185	-
724,564	16,720	741,284	-
<b>\$ 21,852,826</b>	<b>\$ 13,686,233</b>	<b>\$ 470,232,943</b>	<b>\$ 17,177,769</b>
\$ -	\$ -	\$ 8,497,811	\$ 136,981
4,816	8,158	42,191,048	-
-	-	-	51,409
110,749	-	110,749	-
9,842,899	41	9,842,940	-
402,732	15,317	4,043,532	-
<b>10,361,196</b>	<b>23,516</b>	<b>64,686,080</b>	<b>188,390</b>
-	-	4,232,698	-
-	-	52,307	-
-	-	320,347	-
-	-	4,605,352	-
-	-	7,213,814	-
-	-	-	16,989,379
-	-	167,398,807	-
11,491,630	-	11,491,630	-
-	2,030,601	2,030,601	-
-	9,420,021	9,420,021	-
-	2,212,095	2,212,095	-
<b>11,491,630</b>	<b>13,662,717</b>	<b>199,766,968</b>	<b>16,989,379</b>
-	-	38,078,869	-
-	-	15,000	-
-	-	38,093,869	-
-	-	3,985,634	-
-	-	572,239	-
-	-	4,557,873	-
-	-	158,522,801	-
-	-	158,522,801	-
<b>11,491,630</b>	<b>13,662,717</b>	<b>400,941,511</b>	<b>16,989,379</b>
<b>\$ 21,852,826</b>	<b>\$ 13,686,233</b>	<b>\$ 470,232,943</b>	<b>\$ 17,177,769</b>

**CITY OF PASADENA, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS AND DISCRETELY PRESENTED COMPONENT UNIT**  
**FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	General	Debt Service	Pasadena Economic Development Corporation	Capital Projects
<b>REVENUES</b>				
Property taxes	\$ 56,719,006	\$ 11,507,413	\$ -	\$ -
Business taxes				
Industrial district fees	29,374,267	-	-	-
Sales taxes	15,438,101	-	7,719,051	-
Utility taxes	3,731,483	-	-	-
Other taxes	156,449	-	-	-
	<u>48,700,300</u>	<u>-</u>	<u>7,719,051</u>	<u>-</u>
Licenses and permits	1,218,487	-	-	-
Municipal court fines	1,710,540	-	-	-
Charges for services	7,749,366	-	-	-
Intergovernmental	178,145	-	-	-
Program income	-	-	-	-
Miscellaneous	573,798	-	-	12,600
Investment income	3,834,269	93,154	3,012,617	1,202,007
<b>TOTAL REVENUES</b>	<u>120,683,911</u>	<u>11,600,567</u>	<u>10,731,668</u>	<u>1,214,607</u>
<b>EXPENDITURES</b>				
Current:				
General government	9,716,216	-	-	-
Public safety	27,965,175	-	-	-
Public works	9,046,498	-	691,149	-
Health	3,058,467	-	-	-
Culture and recreation	8,391,713	-	-	-
Housing and community development	-	-	-	-
Debt Service:				
Principal	-	7,050,000	-	-
Interest	-	2,301,351	1,228,719	-
Underwriter/issuance costs	-	56,558	-	-
Capital Outlay:				
General government	-	-	-	31,150
Public safety	-	-	-	6,774,915
Public works	-	-	10,527,958	14,267,559
Culture and recreation	-	-	-	131,820
<b>TOTAL EXPENDITURES</b>	<u>58,178,069</u>	<u>9,407,909</u>	<u>12,447,826</u>	<u>21,205,444</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>62,505,842</u>	<u>2,192,658</u>	<u>(1,716,158)</u>	<u>(19,990,837)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Premiums on bonds	-	244,749	-	-
Refunding bonds issued	-	5,730,000	-	-
Payment to refunded bond escrow agent	-	(5,914,891)	-	-
Sale of capital assets	191,497	-	-	-
Transfers in	3,000,000	-	-	11,947,961
Transfers (out)	(20,414,582)	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(17,223,085)</u>	<u>59,858</u>	<u>-</u>	<u>11,947,961</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>45,282,757</u>	<u>2,252,516</u>	<u>(1,716,158)</u>	<u>(8,042,876)</u>
<b>FUND BALANCES, BEGINNING</b>	<u>117,240,678</u>	<u>4,961,298</u>	<u>132,124,894</u>	<u>83,684,055</u>
<b>FUND BALANCES, ENDING</b>	<u>\$ 162,523,435</u>	<u>\$ 7,213,814</u>	<u>\$ 130,408,736</u>	<u>\$ 75,641,179</u>

Grant Management	Nonmajor Governmental	Total Governmental Funds	Component Unit Pasadena Crime Control and Prevention District
\$ -	\$ -	\$ 68,226,419	\$ -
-	-	29,374,267	-
-	-	23,157,152	7,582,954
-	28,485	3,759,968	-
-	401,331	557,780	-
-	429,816	56,849,167	7,582,954
-	1,170	1,219,657	-
-	188,504	1,899,044	-
-	-	7,749,366	-
10,505,670	162,020	10,845,835	-
6,683	-	6,683	-
-	263,743	850,141	-
456,853	298,701	8,897,601	360,900
<b>10,969,206</b>	<b>1,343,954</b>	<b>156,543,913</b>	<b>7,943,854</b>
-	41,713	9,757,929	-
1,152,482	502,365	29,620,022	7,708,428
8,011,217	-	17,748,864	-
-	-	3,058,467	-
290,608	180,941	8,863,262	-
6,299,172	-	6,299,172	-
-	-	7,050,000	-
-	-	3,530,070	-
-	-	56,558	-
-	55,575	86,725	-
-	19,390	6,794,305	-
-	-	24,795,517	-
-	160,261	292,081	-
<b>15,753,479</b>	<b>960,245</b>	<b>117,952,972</b>	<b>7,708,428</b>
<b>(4,784,273)</b>	<b>383,709</b>	<b>38,590,941</b>	<b>235,426</b>
-	-	244,749	-
-	-	5,730,000	-
-	-	(5,914,891)	-
-	-	191,497	-
-	-	14,947,961	-
-	-	(20,414,582)	-
-	-	(5,215,266)	-
<b>(4,784,273)</b>	<b>383,709</b>	<b>33,375,675</b>	<b>235,426</b>
<b>16,275,903</b>	<b>13,279,008</b>	<b>367,565,836</b>	<b>16,753,953</b>
<b>\$ 11,491,630</b>	<b>\$ 13,662,717</b>	<b>\$ 400,941,511</b>	<b>\$ 16,989,379</b>

**CITY OF PASADENA, TEXAS  
STATEMENT OF NET POSITION  
PROPRIETARY FUNDS  
MARCH 31, 2025**

	<b>Business-type Activities - Enterprise Fund Water and Sewer System</b>	<b>Governmental Activities - Internal Service Funds</b>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 3,627,149	\$ -
Investments		
TexPool	85,432,170	44,916,475
CLASS	55,652	-
Receivables (net of allowances for uncollectible)	4,455,308	-
Due from other funds	-	131,056
Inventory, at cost	-	923,309
Prepaid items	-	1,173,343
Restricted assets		
Cash and cash equivalents	11,852,936	-
Investments		
TexPool	275,039	-
CLASS	1,436,344	-
<b>Total Current Assets</b>	<b>107,134,598</b>	<b>47,144,183</b>
<b>Noncurrent Assets</b>		
Deposit	-	335,000
Capital assets		
Land	1,624,352	602
Buildings and building improvements	4,090,119	2,480,236
Accumulated depreciation - buildings and building improvements	(2,717,684)	(1,925,892)
Facilities and other improvements	14,475,810	253,793
Accumulated depreciation - facilities and other improvements	(5,164,208)	(105,679)
Machinery and equipment	13,867,088	15,459,987
Accumulated depreciation - machinery and equipment	(11,050,020)	(9,761,139)
Infrastructure	417,923,242	41,746
Accumulated depreciation - infrastructure	(158,097,168)	(35,952)
Automotive	101,728	56,558,671
Accumulated depreciation - automotive	(95,755)	(36,663,334)
Construction in progress	50,180,482	7,441,948
Net capital assets	<b>325,137,986</b>	<b>33,744,987</b>
<b>Total Noncurrent Assets</b>	<b>325,137,986</b>	<b>34,079,987</b>
<b>TOTAL ASSETS</b>	<b>\$ 432,272,584</b>	<b>\$ 81,224,170</b>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Deferred charges on:		
Refunding bonds	\$ 368,957	\$ -
Deferred outflows on:		
Contribution subsequent to the measurement date pension - TMRS	679,886	637,082
Deferred outflows on difference between expected and actual - TMRS	894,751	700,989
Changes in actuarial assumptions pension - TMRS	19	59
Difference between expected and actual experience - OPEB	315,369	78,910
Changes in actuarial assumptions - OPEB	640,964	285,607
Contribution subsequent to the measurement date - OPEB	154,538	38,668
Changes in actuarial assumptions - OPEB-SDBF	35,942	34,734
Contribution subsequent to the measurement date OPEB-SDBF	8,858	8,562
Difference between expected and actual economic experience pension - TMRS	174,897	91,916
Difference between expected and actual economic experience pension - OPEB - SDBF	8	8
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 3,274,189</b>	<b>\$ 1,876,535</b>

	<b>Business-type Activities - Enterprise Fund Water and Sewer System</b>	<b>Governmental Activities - Internal Service Funds</b>
<b><u>LIABILITIES</u></b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 2,160,950	\$ 311,725
Due to other funds	191,845	1,418,401
Claims payable	-	696,964
Compensated absences payable	157,569	191,336
Customer deposits	5,765,609	-
Liabilities payable from restricted assets		
Unearned Revenue	599,659	-
Retainage payable	296,702	-
Accrued interest payable	245,880	-
<b>Total Current Liabilities</b>	<b>9,418,214</b>	<b>2,618,426</b>
<b>Noncurrent Liabilities</b>		
Bonds payable (including unamortized premiums)	56,695,541	-
Claims payable	-	464,643
Compensated absences payable	1,418,118	1,722,025
OPEB GASB 75 liability	5,631,466	2,401,915
SDBF OPEB liability	297,349	287,260
Net pension liability	4,168,441	3,469,694
<b>Total Noncurrent Liabilities</b>	<b>68,210,915</b>	<b>8,345,537</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 77,629,129</b>	<b>\$ 10,963,963</b>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Deferred inflows on:		
Difference between expected and actual of pension - TMRS	\$ 426,379	\$ 373,604
Change in assumption SDBF	78,297	75,687
Difference between expected and actual experience SDBF	18,352	17,739
Assumption OPEB	1,259,544	347,082
Difference between expected and actual experience OPEB	1,680,942	590,919
Deferred inflows on assumption pension - TMRS	232,735	218,083
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 3,696,249</b>	<b>\$ 1,623,114</b>
<b><u>NET POSITION</u></b>		
Net investment in capital assets	\$ 281,803,980	\$ 33,744,987
Restricted for debt service	29,159	-
Unrestricted	72,388,256	36,768,641
<b>TOTAL NET POSITION</b>	<b>\$ 354,221,395</b>	<b>\$ 70,513,628</b>

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**CITY OF PASADENA, TEXAS**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	<b>Business-type Activities - Enterprise Fund Water and Sewer System</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>OPERATING REVENUES</b>		
Charges for sales and services	\$ 24,731,894	\$ 20,228,812
<b>OPERATING EXPENSES</b>		
Personnel services	3,906,209	3,174,298
Contractual services	4,631,186	1,239,806
Material and supplies	784,397	2,080,490
Maintenance charges	690,303	1,068,619
Sewer and water payments - Clear Lake Water Authority and City of Seabrook	46,015	-
Operating, maintenance and water charges - Southeast Water Purification Plant	2,870,317	-
Insurance/reinsurance premiums	-	4,504,071
Claims and legal expenses	-	7,842,476
Administration fees	-	279,291
Miscellaneous	10,182	453,895
Depreciation	3,695,011	2,340,385
<b>TOTAL OPERATING EXPENSES</b>	<b>16,633,620</b>	<b>22,983,331</b>
<b>OPERATING INCOME (LOSS)</b>	<b>8,098,274</b>	<b>(2,754,519)</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>		
Investment income	2,122,714	992,815
Interest expense on bonds	(422,839)	-
Gain on sale and retirement of capital assets	-	122,222
Issuance costs	(304,899)	-
<b>TOTAL NONOPERATING REVENUES</b>	<b>1,394,976</b>	<b>1,115,037</b>
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<b>9,493,250</b>	<b>(1,639,482)</b>
<b>TRANSFERS IN</b>	<b>-</b>	<b>10,770,121</b>
<b>TRANSFERS (OUT)</b>	<b>(5,303,500)</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>4,189,750</b>	<b>9,130,639</b>
<b>TOTAL NET POSITION, BEGINNING</b>	<b>350,031,645</b>	<b>61,382,989</b>
<b>TOTAL NET POSITION, ENDING</b>	<b>\$ 354,221,395</b>	<b>\$ 70,513,628</b>

**CITY OF PASADENA, TEXAS  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	<b>Business-type Activities - Enterprise Fund Water and Sewer System</b>	<b>Governmental Activities - Internal Service Funds</b>
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Cash received from interfund services	\$ -	\$ 19,563,959
Cash received from customers and users	28,931,530	2,940,458
Cash payments to suppliers for goods and services, net	2,228,272	(5,441,576)
Cash payments to employees for services	(4,221,366)	(3,454,593)
Cash payments for insurance premiums, liability claims, and administration	-	(13,523,940)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>26,938,436</b>	<b>84,308</b>
<b><u>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES</u></b>		
Transfers (to)/from other funds		
General fund	(3,000,000)	8,466,621
Water and sewer fund	-	2,303,500
Maintenance fund	(1,303,500)	-
General liability insurance fund	(1,000,000)	-
<b>NET CASH PROVIDED (USED) BY NON-CAPITAL FINANCING ACTIVITIES</b>	<b>(5,303,500)</b>	<b>10,770,121</b>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Proceeds from sale of capital assets	-	153,247
Proceeds received on the issuance of certificate obligation bonds	29,752,076	-
Proceeds from issuance of general obligation refunding bonds	(29,440,965)	-
Acquisition/deposit and construction of capital assets	(6,013,653)	(1,860,228)
Principal paid on revenue bonds	(4,965,000)	-
Issuance costs from certificate of general obligation refunding bonds	(304,899)	-
Interest and fiscal agent fees paid on revenue bonds	(422,839)	-
<b>NET CASH (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES</b>	<b>(11,395,280)</b>	<b>(1,706,981)</b>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Purchase of investments	(25,981,069)	(22,777,946)
Proceeds from sale and maturities of investments	15,001,353	12,637,683
Investment income received	2,122,714	992,815
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<b>(8,857,002)</b>	<b>(9,147,448)</b>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>1,382,654</b>	<b>-</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING</b>	<b>14,097,431</b>	<b>-</b>
<b>CASH AND CASH EQUIVALENTS, ENDING</b>	<b>\$ 15,480,085</b>	<b>\$ -</b>
<b>CLASSIFIED AS:</b>		
Current assets	\$ 3,627,149	\$ -
Restricted assets	11,852,936	-
	<b>\$ 15,480,085</b>	<b>\$ -</b>

	<b>Business-type Activities - Enterprise Fund Water and Sewer System</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
Operating income (loss)	<b>\$ 8,098,274</b>	<b>\$ (2,754,519)</b>
<b>Adjustments to reconcile operating income (loss) to net cash provided by operating activities</b>		
Depreciation	3,695,011	2,340,385
Changes in assets and liabilities		
Decrease in accounts receivables	4,113,778	547,826
Decrease in due from other funds	14,690,850	1,727,779
Decrease in inventory	-	20,296
(Decrease) in accounts and claims payable	(3,622,023)	(1,449,157)
(Decrease) in accrued payroll liabilities	(328,141)	(280,295)
Increase (decrease) in due to other funds	191,845	(68,007)
Increase in customer deposits	85,858	-
Increase in unearned revenue	12,984	-
<b>Total Adjustments</b>	<b>18,840,162</b>	<b>2,838,827</b>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>\$ 26,938,436</b>	<b>\$ 84,308</b>

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**COMBINING FUND STATEMENTS**

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## **NONMAJOR GOVERNMENTAL FUNDS Special Revenue Funds**

**Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.**

**Special Charge Allocation Fund** – Established to account for the following:

Juvenile case manager fee not to exceed \$5.00 is imposed whenever a defendant is convicted of a misdemeanor offense and the funds generated from the fee may be used only to finance the salary and benefits of a juvenile case manager.

City's portion of child safety fees collected by the Harris County Tax Assessor from auto license registrations and to be used for programs designed to enhance child safety, health, or nutrition, including child abuse, drug and alcohol abuse, prevention and intervention.

Security fees collected from the defendant convicted of a misdemeanor offense to be used for providing security services, such as the purchase of x-ray machines and conveying systems, walk-through metal detectors, and miscellaneous items for the municipal court building.

City's share of Law Enforcement Officer Standards and Education (LEOSE) fee collected by the State of Texas to be used for law enforcement education and training purposes.

Ten percent of "time payment fee" collected from a convicted defendant who seeks to pay a fine, court cost, or restitution over a period of time rather than immediately and to be used to improve the efficiency of the administration of justice in the City.

Technology fees collected as part of the municipal court fine to be used to finance technological enhancements including computer systems, networks, hardware and software, imaging systems, electronic kiosks and ticket writers, and docket management systems.

Preservation of vital statistics fees collected in addition to the standard fees by the Health Department at the City, which collects an additional \$1.00 for the preservation of vital statistic records under Texas Health and Safety Code 191.001(h).

One percent Public, Educational and Governmental Access Channel Fee (PEG Fee) (Sec 66.066) collected to be spent on capital cost items for PEG Channel Access facilities.

Sign removal fee collected from sign permit applicants and licensed sign companies to be used for the removal of illegal signs.

**State Forfeited Property Fund** – Established to account for the City's share of cash and proceeds realized from the sale of forfeited property resulting from cases aided by the City's law enforcement and prosecuted through the Harris County District Attorney's Office. This fund is designated for law enforcement purposes.

**Hotel and Motel Tax Fund** – Established to account for the hotel and motel tax revenues that are restricted for the use of the enhancement and promotion of tourism, the convention and hotel industry of the City and its vicinity.

**Abandoned Motor Vehicles and Property Fund** – Established to account for auction proceeds of abandoned vehicles and property. Funds are designated to be used for law enforcement purposes.

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**CITY OF PASADENA, TEXAS  
COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
MARCH 31, 2025**

	<u>Special Revenue</u>				<u>Total Funds</u>
	<u>Special Charge Allocation</u>	<u>State Forfeited Property</u>	<u>Hotel and Motel Tax</u>	<u>Abandoned Motor Vehicles and Property</u>	
<b><u>ASSETS</u></b>					
Due from other funds	\$ 31,908	\$ -	\$ -	\$ -	\$ 31,908
Restricted assets					
Cash and cash equivalents	-	56,608	-	-	56,608
Investments	3,461,047	360,746	9,407,712	351,492	13,580,997
Receivables (net of allowance for uncollectible)	-	-	16,720	-	16,720
<b>TOTAL ASSETS</b>	<b>\$ 3,492,955</b>	<b>\$ 417,354</b>	<b>\$ 9,424,432</b>	<b>\$ 351,492</b>	<b>\$ 13,686,233</b>
<b><u>LIABILITIES AND FUND BALANCES</u></b>					
<b><u>LIABILITIES</u></b>					
Due to other funds	\$ -	\$ 7,187	\$ 963	\$ 8	\$ 8,158
Liabilities payable from restricted assets					
Accounts payable	589	37	3,448	11,243	15,317
Unearned revenue	41	-	-	-	41
<b>TOTAL LIABILITIES</b>	<b>630</b>	<b>7,224</b>	<b>4,411</b>	<b>11,251</b>	<b>23,516</b>
<b><u>FUND BALANCES</u></b>					
Restricted for:					
Public safety	1,280,230	410,130	-	340,241	2,030,601
Cultural and recreation	-	-	9,420,021	-	9,420,021
Other purposes	2,212,095	-	-	-	2,212,095
<b>TOTAL FUND BALANCES</b>	<b>3,492,325</b>	<b>410,130</b>	<b>9,420,021</b>	<b>340,241</b>	<b>13,662,717</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 3,492,955</b>	<b>\$ 417,354</b>	<b>\$ 9,424,432</b>	<b>\$ 351,492</b>	<b>\$ 13,686,233</b>

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**CITY OF PASADENA, TEXAS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	Special Revenue				Total Funds
	Special Charge Allocation	State Forfeited Property	Hotel and Motel Tax	Abandoned Motor Vehicles and Property	
<b>REVENUES</b>					
Business taxes					
Business taxes					
Franchise taxes	\$ 28,485	\$ -	\$ -	\$ -	\$ 28,485
Other taxes					
Hotel and motel taxes	-	-	401,331	-	401,331
	<u>28,485</u>	<u>-</u>	<u>401,331</u>	<u>-</u>	<u>429,816</u>
Licenses and permits	1,170	-	-	-	1,170
Municipal court fines	188,504	-	-	-	188,504
Intergovernmental	128,133	33,887	-	-	162,020
Miscellaneous	2,752	-	-	260,991	263,743
Investment income	76,406	9,537	205,120	7,638	298,701
<b>TOTAL REVENUES</b>	<u><b>425,450</b></u>	<u><b>43,424</b></u>	<u><b>606,451</b></u>	<u><b>268,629</b></u>	<u><b>1,343,954</b></u>
<b>EXPENDITURES</b>					
Current					
General government					
Contractual services	4,319	-	-	-	4,319
Materials and supplies	37,393	-	-	-	37,393
Capital outlay	55,576	-	-	-	55,576
Public safety					
Personnel services	69,986	-	-	-	69,986
Contractual services	70,382	38,194	-	169,204	277,780
Materials and supplies	34,554	42,649	-	390	77,593
Other charges	-	45,369	-	31,638	77,007
Capital outlay	-	19,389	-	-	19,389
Culture and recreation					
Personnel services	-	-	73,725	-	73,725
Contractual services	-	-	78,646	-	78,646
Materials and supplies	-	-	28,570	-	28,570
Capital outlay	-	-	160,261	-	160,261
<b>TOTAL EXPENDITURES</b>	<u><b>272,210</b></u>	<u><b>145,601</b></u>	<u><b>341,202</b></u>	<u><b>201,232</b></u>	<u><b>960,245</b></u>
<b>NET CHANGE IN FUND BALANCES</b>	<b>153,240</b>	<b>(102,177)</b>	<b>265,249</b>	<b>67,397</b>	<b>383,709</b>
<b>FUND BALANCES, BEGINNING</b>	<u><b>3,339,085</b></u>	<u><b>512,307</b></u>	<u><b>9,154,772</b></u>	<u><b>272,844</b></u>	<u><b>13,279,008</b></u>
<b>FUND BALANCES, ENDING</b>	<u><b>\$ 3,492,325</b></u>	<u><b>\$ 410,130</b></u>	<u><b>\$ 9,420,021</b></u>	<u><b>\$ 340,241</b></u>	<u><b>\$ 13,662,717</b></u>

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## **INTERNAL SERVICE FUNDS**

**Internal Service Funds** are used to account for the financing of goods and/or services provided by one department to other departments of the City on a cost-reimbursement basis.

**Maintenance Fund-** This fund is used to account for the activities of telecommunication, switchboard, warehouse, electrical, data processing, garage, building and equipment repairs, maintenance, janitorial, and mailroom.

**Workers' Compensation Insurance Fund-** This fund is used to account for the workers' compensation insurance premiums charged to other funds and claims paid.

**General Liability Insurance Fund-** This fund is used to account for the general liability insurance premiums charged to other funds, insurance premiums, and claims paid.

**Health Insurance Fund-** This fund is used to account for the self-insured health plan and the fully insured dental plan and premiums charged to other funds and claims paid.

**CITY OF PASADENA, TEXAS  
COMBINING STATEMENT OF NET POSITION  
INTERNAL SERVICE FUNDS  
MARCH 31, 2025**

	Maintenance	Workers' Compensation Insurance	General Liability Insurance	Health Insurance	Total Funds
<b>ASSETS</b>					
<b>Current Assets</b>					
Investments - Texpool	\$ 27,190,514	\$ 3,737,749	\$ 4,745,084	\$ 9,243,128	\$ 44,916,475
Due from other funds					
General	88,784	-	32,349	-	121,133
Grant management	4,816	-	-	-	4,816
Water and sewer system	5,107	-	-	-	5,107
Inventory, at cost	923,309	-	-	-	923,309
Prepays	-	-	1,173,343	-	1,173,343
<b>Total Current Assets</b>	<b>28,212,530</b>	<b>3,737,749</b>	<b>5,950,776</b>	<b>9,243,128</b>	<b>47,144,183</b>
<b>Noncurrent Assets</b>					
Deposits	-	6,000	-	329,000	335,000
<b>Capital Assets</b>					
Land	602	-	-	-	602
Buildings and building improvements	2,480,236	-	-	-	2,480,236
Accumulated depreciation - buildings and building improvements	(1,925,892)	-	-	-	(1,925,892)
Facilities and other improvements	253,793	-	-	-	253,793
Accumulated depreciation - facilities and other improvements	(105,679)	-	-	-	(105,679)
Machinery and equipment	15,459,987	-	-	-	15,459,987
Accumulated depreciation - machinery and equipment	(9,761,139)	-	-	-	(9,761,139)
Infrastructure	41,746	-	-	-	41,746
Accumulated depreciation - infrastructure	(35,952)	-	-	-	(35,952)
Automotive equipment	56,558,671	-	-	-	56,558,671
Accumulated depreciation - automotive equipment	(36,663,334)	-	-	-	(36,663,334)
Work in progress	7,441,948	-	-	-	7,441,948
<b>Net Capital Assets</b>	<b>33,744,987</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>33,744,987</b>
<b>Total Noncurrent Assets</b>	<b>33,744,987</b>	<b>6,000</b>	<b>-</b>	<b>329,000</b>	<b>34,079,987</b>
<b>TOTAL ASSETS</b>	<b>61,957,517</b>	<b>3,743,749</b>	<b>5,950,776</b>	<b>9,572,128</b>	<b>81,224,170</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Deferred outflows:					
Contribution subsequent to the measurement date pension - TMRS	637,082	-	-	-	637,082
Deferred outflows on difference between expected and actual pension - TMRS	700,989	-	-	-	700,989
Changes in actuarial assumptions pension - TMRS	59	-	-	-	59
Difference between expected and actual experience - OPEB	78,910	-	-	-	78,910
Changes in actual assumptions - OPEB	285,607	-	-	-	285,607
Contribution subsequent to the measurement date - OPEB	38,668	-	-	-	38,668
Changes in actuarial assumptions - OPEB SDBF	34,734	-	-	-	34,734
Contribution subsequent to the measurement date - OPEB - SDBF	8,562	-	-	-	8,562
Difference between expected and actual economic experience pension - TMRS	91,916	-	-	-	91,916
Difference between expected and actual economic experience pension - OPEB - SDBF	8	-	-	-	8
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,876,535</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,876,535</b>

	Maintenance	Workers' Compensation Insurance	General Liability Insurance	Health Insurance	Total Funds
<b>LIABILITIES</b>					
<b>Current Liabilities</b>					
Accounts payable	225,533	11,472	24,059	50,661	311,725
Due to other funds					
General fund	-	-	-	1,412,622	1,418,401
Water and sewer fund	-	5,779	-	-	-
Claims payable	-	8,764	-	688,200	696,964
Compensated absences payable	191,336	-	-	-	191,336
<b>Total Current Liabilities</b>	<b>416,869</b>	<b>26,015</b>	<b>24,059</b>	<b>2,151,483</b>	<b>2,618,426</b>
<b>Noncurrent Liabilities</b>					
Claims payable	-	5,843	-	458,800	464,643
Compensated absences payable	1,722,025	-	-	-	1,722,025
OPEB GASB 75 liability	2,401,915	-	-	-	2,401,915
SDBF OPEB liability	287,260	-	-	-	287,260
Net pension liability	3,469,694	-	-	-	3,469,694
<b>Total Noncurrent Liabilities</b>	<b>7,880,894</b>	<b>5,843</b>	<b>-</b>	<b>458,800</b>	<b>8,345,537</b>
<b>TOTAL LIABILITIES</b>	<b>8,297,763</b>	<b>31,858</b>	<b>24,059</b>	<b>2,610,283</b>	<b>10,963,963</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred inflows on:					
Difference between expected and actual of pension - TMRS	373,604	-	-	-	373,604
Change in assumption - OPEB-SDBF	75,687	-	-	-	75,687
Difference between expected and actual experience - OPEB-SDBF	17,739	-	-	-	17,739
Changes in assumption OPEB	347,082	-	-	-	347,082
Difference between expected and actual experience OPEB	590,919	-	-	-	590,919
Deferred inflow investment - pension TMRS	218,083	-	-	-	218,083
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,623,114</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,623,114</b>
<b>NET POSITION</b>					
Net investment in capital assets	33,744,987	-	-	-	33,744,987
Unrestricted	20,168,188	3,711,891	5,926,717	6,961,845	36,768,641
<b>TOTAL NET POSITION</b>	<b>\$ 53,913,175</b>	<b>\$ 3,711,891</b>	<b>\$ 5,926,717</b>	<b>\$ 6,961,845</b>	<b>\$ 70,513,628</b>

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**CITY OF PASADENA, TEXAS  
COMBINING STATEMENT OF REVENUES, EXPENSES, AND  
CHANGES IN NET POSITION  
INTERNAL SERVICE FUNDS  
FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	Maintenance	Workers' Compensation Insurance	General Liability Insurance	Health Insurance	Total Funds
<b>OPERATING REVENUES</b>					
Charges for sales and services	\$ 8,402,317	\$ 707,875	\$ 933,545	\$ 10,185,075	\$ 20,228,812
<b>OPERATING EXPENSES</b>					
Personnel services	3,146,405	27,893	-	-	3,174,298
Contractual services	1,151,376	28,180	-	60,250	1,239,806
Material and supplies	1,995,778	84,712	-	-	2,080,490
Maintenance charges	1,068,619	-	-	-	1,068,619
Insurance/reinsurance premiums	-	967,854	1,005,819	2,530,398	4,504,071
Claim and legal expenses	-	30,639	200,960	7,610,877	7,842,476
Administration fees	-	-	-	279,291	279,291
Miscellaneous	-	-	-	453,895	453,895
Depreciation	2,340,385	-	-	-	2,340,385
<b>TOTAL OPERATING EXPENSES</b>	<b>9,702,563</b>	<b>1,139,278</b>	<b>1,206,779</b>	<b>10,934,711</b>	<b>22,983,331</b>
<b>OPERATING (LOSS)</b>	<b>(1,300,246)</b>	<b>(431,403)</b>	<b>(273,234)</b>	<b>(749,636)</b>	<b>(2,754,519)</b>
<b>NON-OPERATING REVENUES</b>					
Gain on sale and retirement of capital assets	122,222	-	-	-	122,222
Investment income	592,348	76,922	97,030	226,515	992,815
<b>TOTAL NON-OPERATING REVENUES</b>	<b>714,570</b>	<b>76,922</b>	<b>97,030</b>	<b>226,515</b>	<b>1,115,037</b>
<b>(LOSS) BEFORE TRANSFERS</b>	<b>(585,676)</b>	<b>(354,481)</b>	<b>(176,204)</b>	<b>(523,121)</b>	<b>(1,639,482)</b>
<b>TRANSFERS IN</b>	<b>8,020,121</b>	<b>-</b>	<b>1,750,000</b>	<b>1,000,000</b>	<b>10,770,121</b>
<b>CHANGES IN NET POSITION</b>	<b>7,434,445</b>	<b>(354,481)</b>	<b>1,573,796</b>	<b>476,879</b>	<b>9,130,639</b>
<b>TOTAL NET POSITION, BEGINNING</b>	<b>46,478,730</b>	<b>4,066,372</b>	<b>4,352,921</b>	<b>6,484,966</b>	<b>61,382,989</b>
<b>TOTAL NET POSITION, ENDING</b>	<b>\$ 53,913,175</b>	<b>\$ 3,711,891</b>	<b>\$ 5,926,717</b>	<b>\$ 6,961,845</b>	<b>\$ 70,513,628</b>

**CITY OF PASADENA, TEXAS  
COMBINING STATEMENT OF CASH FLOWS  
INTERNAL SERVICE FUNDS  
FOR THE SIX MONTHS ENDED MARCH 31, 2025**

	<u>Maintenance</u>	<u>Workers' Compensation Insurance</u>	<u>General Liability Insurance</u>	<u>Health Insurance</u>	<u>Total Funds</u>
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>					
Cash received from interfund services	\$ 10,121,390	\$ 707,875	\$ 985,455	\$ 7,749,239	\$ 19,563,959
Cash received from customers and users	-	-	-	2,940,458	2,940,458
Cash payments to suppliers for goods and services	(5,441,576)	-	-	-	(5,441,576)
Cash payments to employees for services	(3,426,700)	(27,893)	-	-	(3,454,593)
Cash payments for insurance premiums, liability claims, and administration	-	(1,116,601)	(1,602,165)	(10,805,174)	(13,523,940)
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>1,253,114</b>	<b>(436,619)</b>	<b>(616,710)</b>	<b>(115,477)</b>	<b>84,308</b>
<b><u>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES</u></b>					
Transfers from other funds					
General fund	6,716,621	-	750,000	1,000,000	8,466,621
Water and sewer system	1,303,500	-	1,000,000	-	2,303,500
<b>NET CASH PROVIDED BY NON-CAPITAL FINANCING ACTIVITIES</b>	<b>8,020,121</b>	<b>-</b>	<b>1,750,000</b>	<b>1,000,000</b>	<b>10,770,121</b>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>					
Proceeds from sale of capital assets	153,247	-	-	-	153,247
Acquisition and construction of capital assets	(1,860,228)	-	-	-	(1,860,228)
<b>NET CASH (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES</b>	<b>(1,706,981)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,706,981)</b>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>					
Purchase of investments	(9,958,995)	(677,892)	(2,548,048)	(9,593,011)	(22,777,946)
Proceeds from maturities of investments	1,800,393	1,037,589	1,317,728	8,481,973	12,637,683
Investment income	592,348	76,922	97,030	226,515	992,815
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>(7,566,254)</b>	<b>436,619</b>	<b>(1,133,290)</b>	<b>(884,523)</b>	<b>(9,147,448)</b>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CASH AND CASH EQUIVALENTS, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	Maintenance	Workers' Compensation Insurance	General Liability Insurance	Health Insurance	Total Funds
<b>RECONCILIATION OF OPERATING (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>					
Operating (loss)	\$ (1,300,246)	\$ (431,403)	\$ (273,234)	\$ (749,636)	\$ (2,754,519)
<b>Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities</b>					
Depreciation	2,340,385	-	-	-	2,340,385
Changes in assets and liabilities					
Decrease in accounts receivable	13,206	-	29,998	504,622	547,826
Decrease in due from other funds	1,705,867	-	21,912	-	1,727,779
Decrease in inventory	20,296	-	-	-	20,296
(Decrease) in accounts and claims payable	(1,246,099)	(2,076)	(130,289)	(70,693)	(1,449,157)
(Decrease) in accrued payroll payable	(280,295)	-	-	-	(280,295)
(Decrease) increase in due to other funds	-	(3,140)	(265,097)	200,230	(68,007)
<b>Total Adjustments</b>	<b>2,553,360</b>	<b>(5,216)</b>	<b>(343,476)</b>	<b>634,159</b>	<b>2,838,827</b>
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>					
	<b>\$ 1,253,114</b>	<b>\$ (436,619)</b>	<b>\$ (616,710)</b>	<b>\$ (115,477)</b>	<b>\$ 84,308</b>

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