CITY OF CONROE

NOTICE OF REGULAR & JOINT MEETING OF CONROE CITY COUNCIL AND CONROE LOCAL GOVERNMENT CORPORATION WORK SESSION CITY HALL COUNCIL CHAMBERS - 300 WEST DAVIS ST. CONROE, TX

CONVENES: WEDNESDAY, DECEMBER 13, 2023 - 2:00 P.M. - RECESS
RECONVENES: THURSDAY, DECEMBER 14, 2023 - 9:30 A.M.

VIDEO CONFERENCE PARTICIPATION ALLOWED:

It is intended that a quorum of the City Council be physically present in the City Council Chambers at all times during the meeting. If a quorum of the Council is physically present then, any other member of the Council, officer or employee of the City may participate in the meeting from a remote location by means of a video conference call if the video and audio feed of the remote participant is broadcast live at the meeting and complies with the provisions of Texas Gov. Code Section 551.127.

EXECUTIVE SESSION

At any time during the WORK SESSION or ACTION AGENDA the City Council may announce it will go into closed session pursuant to Chapter 551 of the Texas Government Code to receive advice from legal counsel, to discuss matters of land acquisition, personnel matters or other lawful matters that are specifically related to items listed on this agenda. Prior to any such closed session the Mayor, in open session, will identify the agenda item to be discussed and the section or sections of Chapter 551 under which the closed discussion is authorized.

CALL TO ORDER

CALL OF ROLL

CITIZEN INQUIRIES -- NOT TO EXCEED 30 MINUTES

Citizen inquiries are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.

WORK SESSION

1. Discuss the status of the existing Capital Improvement Projects.
   C. Bogert

2. Discuss requested release of a 30-ft sanitary sewer easement in the Ransom House Survey, A-245.
   C. Bogert

3. Conduct a Public Hearing for requested release of a 30-ft sanitary sewer easement in the Ransom House Survey, A-245.
   C. Bogert

4. Discuss the Land Use Assumptions and Capital Improvement Plan.
   C. Bogert

5. Discuss the Land Use Assumptions and Capital Improvement Plan and a future public hearing for Impact Fees.
   C. Bogert

6. Discuss temporary electrical power for Water Plant No. 27 (CIDC) project.
   C. Bogert

7. Discuss the design proposal from LJA Engineering for the Rivershire Subdivision Sanitary Sewer Rehab project.
   C. Bogert

8. Discuss the construction quantity reconciliation items for the Street Rehab - Tanglewood/Briarwood Phase 1B project.
   C. Bogert

9. Discuss the bid award for the Traffic Signal - SH 75 at FM 830/Seven Coves Road project.
   C. Bogert

10. Discuss the proposal from HTS for the Lake Conroe Forest Phase 1 Street Rehab project.
    C. Bogert

11. Discuss the survey proposal from LJA Engineering for the Lake Conroe Forest Phase 2 Street Rehab project.
    C. Bogert

12. Discuss the 2024 re-appointments to the Houston Galveston Area Council General Assembly and Board of Directors.
    C. Bogert

13. Discuss the 2024 re-appointment to the Houston Galveston Area Council - Transportation Policy Council.
    C. Bogert

14. Discuss the 2024 re-appointment to the Houston Galveston Area Council - Transportation Advisory Committee.
    C. Bogert

15. Discuss the purchase of four pieces of VERF equipment.
    N. McGuire

16. Discuss VFW Storm Water Drainage System Abandonment.
    N. McGuire

17. Discuss approval of contract for transition to upgraded UKG (KRONOS) timekeeping software utilizing TIPS Contract number 220105.
    A. Houser

18. Discuss a Resolution approving the 2022 CDBG Comprehensive Annual Performance Evaluation Report (CAPER) for submission to HUD.
    N. Mikeska

19. Discuss the Municipal Service Agreement for Annexation Parcel 2023-05, which includes the area known as MacKenzie Creek, Section 5, Creekside Development.
    N. Mikeska

20. Discuss an Ordinance for the Annexation of Parcel 2023-05, which includes an area known as MacKenzie Creek, Section 5, Creekside Court Development, located North of Crighton Rd., East of S. Loop 336 E, and West of FM 3083, as presented in a Public Hearing held on November 8, 2023; to be effective December 14, 2023 at 11:59 P.M.
    N. Mikeska

21. Discuss a Petition from Municipal Utility District No. 138 to allow the District to annex into the District 108.132 acres.
    N. Mikeska

22. Discuss Margaritaville Budget of Services.
    S. Morgan

23. Discuss recommendations of award amounts for the City of Conroe Arts & Cultural Grants applicants.
    S. Morgan

24. Discuss 2024 Texas Main Street Contract and Program Participation.
C. Boothe

25. Discuss City personal computer replacement.
C. Boothe

26. Discuss annual payment to Montgomery County Hospital District for 51% share of Radio Tower Leases.
C. Boothe

27. Discuss a Resolution declaring intention to reimburse project expenditures.
C. Boothe

28. Conduct the first public hearing and reading pursuant to Sec. 10.02, Home Rule Charter, City of Conroe, Texas in consideration of a natural gas franchise to be granted to Universal Natural Gas, LLC to distribute natural gas to customers through facilities to be constructed, maintained, operated and regulated in the City's rights-of-way.
M. Garner

29. Discuss the candidates to be voted on for election to the Montgomery County Appraisal District Board of Directors.
M. Garner

Recess Open Meeting in order to conduct Closed Executive Session for consultation with attorney to receive legal advice concerning the following threatened, contemplated or pending claims and litigation, and to deliberate other matters as authorized by Texas Government Code Chapter 551.071, 551.072, 551.074, and 551.076 relating to:

30. *SJRA GRP Contract litigation (Sec.551.071).
*QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
*Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071).
*Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
*Personnel Matters (Sec.551.074).
*Deployment of Security Personnel or Devices. (Sec. 551.076)
Mayor Czajkoski

Reconvene Open Meeting

Briefing -- The Council will be briefed on and may discuss any item on the Action Agenda.

Council Members Inquiry Time -- Pursuant to Tex. Gov. Code Sec. 551.042 the Mayor or Council Members may inquire about a subject not specifically listed on this agenda. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place the subject on the agenda of a future meeting.

RECESS

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Presentation

CITY OF CONROE

Item Type: Presentation

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the status of the existing Capital Improvement Projects.

Summary / Recommendation

Update the Mayor and City Council on the status of the existing Capital Improvement Projects.

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Other

CITY OF CONROE

Item Type: Other

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss requested release of a 30-ft sanitary sewer easement in the Ransom House Survey, A-245.

Summary / Recommendation

The City of Conroe's Engineering Department is proposing to abandon a portion of a sewer line (located under residential lots) in the Stewart's Forest subdivision and rerouting approximately 720 feet of sewer line to an easement granted by CET Limited to the City of Conroe and recorded under M.C.C.F. 2022-100636 outside the residential property boundaries near Lower Stewarts Creek. The department had an environmental study completed following Citizens concerns about endangered species within the acquired easement recorded under M.C.C.F 2022-100636. The results indicated the existence of migratory birds within the clearing area. In order to mitigate impacts to the habitat and to address citizens' concerns, the alignment was adjusted to the south closer to the creek. CET Limited has agreed to provide land for the new alignment and grant a new easement in lieu of the present easement. The abandonment needs to take place prior to establishing the new easement. A "Release of Easement" has been provided for the Mayor's signature. Staff recommends approval.

Attachments

30ft Easement Release Workshop

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF SANITARY SEWER EASEMENT

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS

COUNTY OF MONTGOMERY §

WHEREAS by that certain Sanitary Sewer Easement dated August 2, 2022 (the "Sanitary Sewer Easement"), recorded under Clerk's File No. 2022100636, CET LIMITED, LP, did grant, sell, and convey to the City of Conroe, Texas a Sanitary Sewer Easement, through, across, and along that 0.5327-acres of land in the Ransom House Survey, A-245 Montgomery County, Texas, which tract of land is more particularly described in such recorded instrument and to which recorded instrument reference is made for further description of such easement; and

WHEREAS, CET Limited and nearby property owners have requested that the City of Conroe agree to move the Sanitary Sewage Easement to a nearby location; and

WHEREAS, CET Limited has agreed to provide land for the new Sanitary Sewage Easement in lieu of the present Sanitary Sewage Easement; and

WHEREAS, The City of Conroe's Engineering Department has verified that the present Sanitary Sewage Easement has not been developed; and

WHEREAS, The City of Conroe's Engineering Department has verified the new location may be used for the Sanitary Sewage Easement; and

WHEREAS, the property described in Exhibit "A" to this Release of Sanitary Sewer Easement is no longer required by the City of Conroe for the Sanitary Sewer Easement of any kind;

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conroe does here by RELEASE, AND FOREVER DISCHARGE from the said Sanitary Sewer Easement the following described property:

0.5327-acres of land in the Ransom House Survey, A-245 Montgomery County, Texas, said tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes recorded under Clerk's File No. 2022100636.

THIS IS A Complete RELEASE OF THE Sanitary Sewer Easement dated August 2, 2022 (the "Sanitary Sewer Easement"), recorded under Clerk's File No. 2022100636.

SIGNED this _____ day of _____, 20____

STATE OF TEXAS §
MONTGOMERY COUNTY §

CITY OF CONROE, TEXAS

By:_____
Jody Czajkoski, Mayor

This instrument was acknowledged before me on this _____day of _____, 20_____, by Jody Czajkoski, Mayor of the City of Conroe, Texas.

_____
Notary Public, State of Texas

After recording, return to:

City Secretary
ATTN: Engineering Department
P.O. Box 3066
Conroe, Texas 77301

Exhibit A

March 14, 2022
Job No. LJAS825-2201

DESCRIPTION OF
0.5327 ACRE
(23,203 SQUARE FEET)
UTILITY EASEMENT
(30 FEET WIDE)

Being 0.5327 acre (23,203 square feet) of land located in the Ransom House Survey, Abstract 245, Montgomery County, Texas, more particularly being a portion of that certain called 140 acre tract conveyed to CET Limited, A Texas Limited Partnership by an instrument of record in Clerk's File Number 99103805 in the Official Public Records of Real Property of Montgomery County, Texas (O.P.R.R.P.M.C.T.), said 0.5327 acre tract being more particularly described by metes and bounds as follows: (all bearings based on Stewart Forest Section 9, a subdivision of record in Cabinet Z, Sheets 3627-3633, in the Plat Records of Montgomery County, Texas):

COMMENCING for reference at 5/8-inch iron rod with cap stamped "COSTELLO" found for the common south corner of said Lots 42 and 43, Block 1, of Stewart Forest Section 9, a subdivision of record in Cabinet Z, Sheets 3627-3633, in the Plat Records of Montgomery County, Texas (P.R.M.C.T.), from which a 5/8-inch iron rod with cap stamped "COSTELLO" found for the southwest corner of said Lot 43 bears South 52° 55' 31" West, 183.47 feet, and from which a 5/8-inch iron rod with cap stamped "COSTELLO" found for an angle point in the south line of said Lot 42 bears, North 52° 55' 31" East, 26.99 feet;

Thence, South 81° 51' 31" East, 42.27 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North 42° 19' 12" East, 84.98 feet to a point for corner in the south line of a sanitary sewer easement (10 feet wide) and described as Easement No. 9 granted to the City of Conroe, Texas by an instrument of record in Clerk's File Number 8801910, O.P.R.R.P.M.C.T.;

Thence, South 87° 14' 29" East, along the south line of said sanitary sewer easement, 38.91 feet to a point for corner;

Thence, South 42° 19' 12" West, departing the south line of said sanitary sewer easement, 112.55 feet to a point for corner;

Thence, South 52° 55' 31" West, 378.72 feet to a point for corner;

Thence, North 23° 30' 40" West, 333.58 feet to a point for corner;

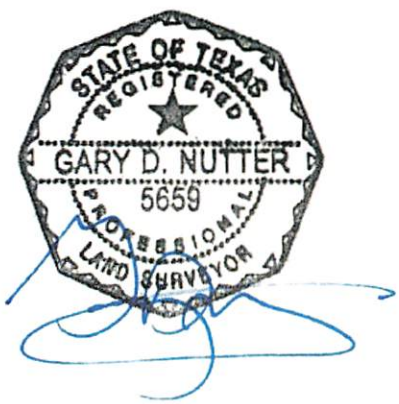
Thence, North 59° 20' 35" East, 30.23 feet to a point for corner in the west line of Lot 44, Block 1 of the aforementioned Stewarts Forest Section 9, said point being on the east line of a 140 foot wide drainage easement granted to Montgomery County Municipal Utility District No. 90 by an instrument of record in Clerk's File Number 2002-094559, O.P.R.R.P.M.C.T.;

Thence, South 23° 30' 40" East, partially along the west side of said Lot 44 and said drainage easement, 299.25 feet to a point for corner;

Thence, North 52° 55' 31" East, 337.84 feet to the POINT OF BEGINNING and containing 0.5327 acre (23,203 square feet) of land.

Corner monuments were not set at the clients' request.

LJA Surveying, Inc.

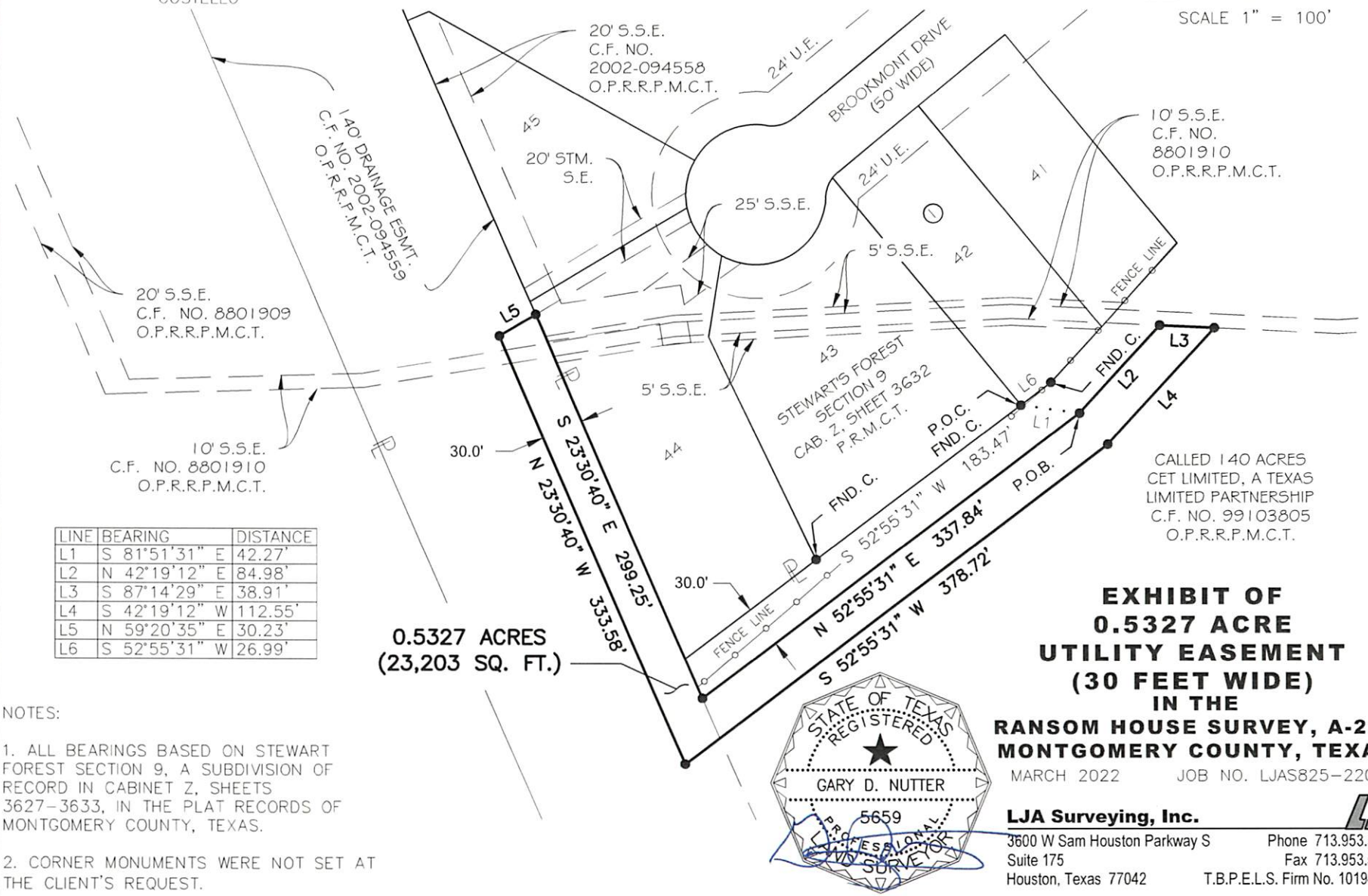


LEGEND

P.R.M.C.T.	PLAT RECORDS OF MONTGOMERY COUNTY	NO.	NUMBER	F.N.	FILE NUMBER
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY	S.S.E.	SANITARY SEWER EASEMENT	P.O.C.	POINT OF COMMENCING
DOC.	DOCUMENT	STM. S.E.	STORM EASEMENT	P.O.B.	POINT OF BEGINNING
C.F.	CLERK'S FILE	U.E.	UTILITY EASEMENT	PL	PROPERTY LINE
FND. C.	FOUND 5/8" I.R. W/CAP STAMPED "COSTELLO"	CAB.	CABINET		

0 100 200

SCALE 1" = 100'



LINE	BEARING	DISTANCE
L1	S 81°51'31" E	42.27'
L2	N 42°19'12" E	84.98'
L3	S 87°14'29" E	38.91'
L4	S 42°19'12" W	112.55'
L5	N 59°20'35" E	30.23'
L6	S 52°55'31" W	26.99'

0.5327 ACRES
(23,203 SQ. FT.)

NOTES:

1. ALL BEARINGS BASED ON STEWART FOREST SECTION 9, A SUBDIVISION OF RECORD IN CABINET Z, SHEETS 3627-3633, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS.

2. CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

STATE OF TEXAS
REGISTERED
GARY D. NUTTER
5659
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF 0.5327 ACRE UTILITY EASEMENT (30 FEET WIDE) IN THE RANSOM HOUSE SURVEY, A-245 MONTGOMERY COUNTY, TEXAS

MARCH 2022 JOB NO. LJAS825-2201

LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS825 (City of Conroe)\2201106 CAD\Working Files\Base Files\0.5327 Ac Sewer Easement.dwg 3/29/2022

RECEIVED
AUG 05 2022
ENGINEERING DEPARTMENT

5

DOC #2022100636

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF CONROE
SANITARY SEWER EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That **CET LIMITED**, a Texas limited partnership (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of Ten and no/100 ($10.00) DOLLARS to the undersigned in hand paid by the **CITY OF CONROE, TEXAS**, a Texas home rule city (hereinafter called "City"), and other good and valuable consideration the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, a non-exclusive easement over, under, through, across and along all that certain lot tract or parcel of land described on Exhibit "A" attached hereto and made a part hereof by reference for all purposes (the "Easement Tract").

The easement conveyed herein is for the purpose of opening, constructing and maintaining a sanitary sewer main, together with all necessary laterals, connections and appurtenances in, under, along, upon and across said Easement Tract, together with the right and privilege at all times of the City, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which City deems necessary (but only within the Easement Tract).

Except as expressly herein provided, nothing in this easement shall be construed as a waiver by the City of any assessment, impact fee, lot fee, acreage fee, pro rata charge, tap fee or other fee or charge imposed by the City of Conroe, Texas.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Conroe, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise. EXCEPT FOR THE SPECIAL WARRANTY CONTAINED HEREIN, IT IS AGREED THAT NO WARRANTY OF TITLE, EXPRESS OR IMPLIED, IS MADE BY GRANTOR BY THE EXECUTION OF THIS INSTRUMENT.

THIS INSTRUMENT IS GRANTED BY GRANTOR (AND ACCEPTED BY GRANTEE) "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY BY GRANTOR OF ANY KIND WITH RESPECT TO (OR IN ANY WAY RELATING TO) THE NATURE AND/OR CONDITION OF THE EASEMENT TRACT.

Notwithstanding the foregoing, this easement is non-exclusive and Grantor retains the right to use the land within the easement for all purposes that do not interfere with the purpose of this instrument. Without limiting the foregoing, Grantor shall be expressly entitled to create and/or grant additional easements within the land subject to this easement and cross the easement with roads, sidewalks, driveways, parking lots, conduits, landscaping, utilities, and drainage facilities ("Improvements"), from time to time; provided such improvements do not interfere with the City's use of the Easement Tract. To the extent any of the foregoing Improvements are underground Improvements, they shall be installed across (but not parallel with) the Easement Tract.

The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

DATED this 2ND day of AUGUST, 2022.

CET LIMITED,
a Texas limited partnership

By: Mountain Beach Corporation,
its general partner

By: _____
Benjamin Cheng, President

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2 day of August, 2022, by Benjamin Cheng, President of Mountain Beach Corporation, which is the general partner of CET Limited, a Texas limited partnership, on behalf of said limited partnership.

TERRY L ROGERS
Notary ID #133718128
My Commission Expires
April 20, 2026

Terry L. Rogers
Notary Public, State of Texas

After recording return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

EXHIBIT "A"

March 14, 2022
Job No. LJAS825-2201

DESCRIPTION OF
0.5327 ACRE
(23,203 SQUARE FEET)
UTILITY EASEMENT
(30 FEET WIDE)

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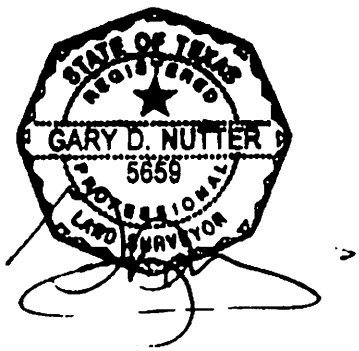
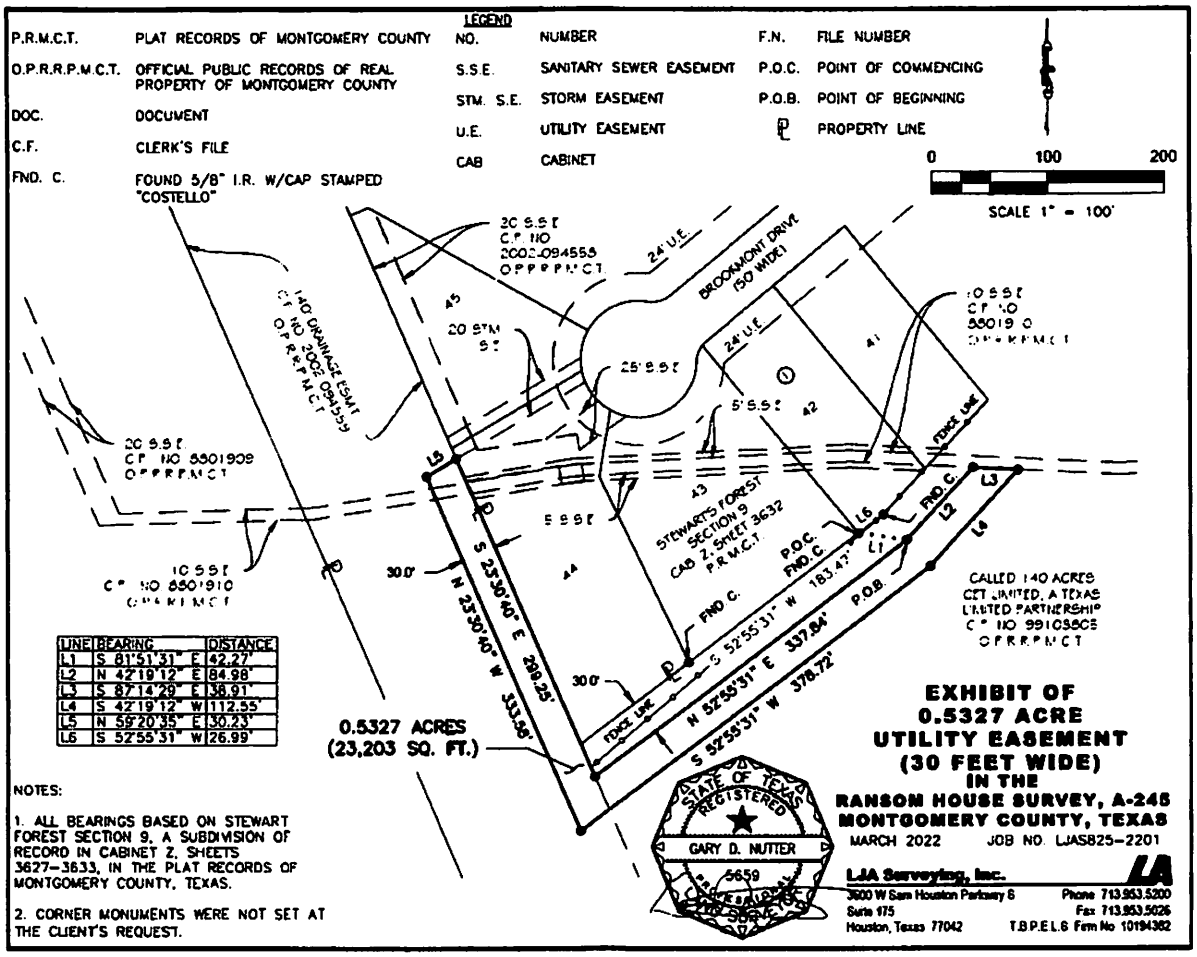


EXHIBIT "A" (Cont'd)



Doc #: 2022100636
Pages 6

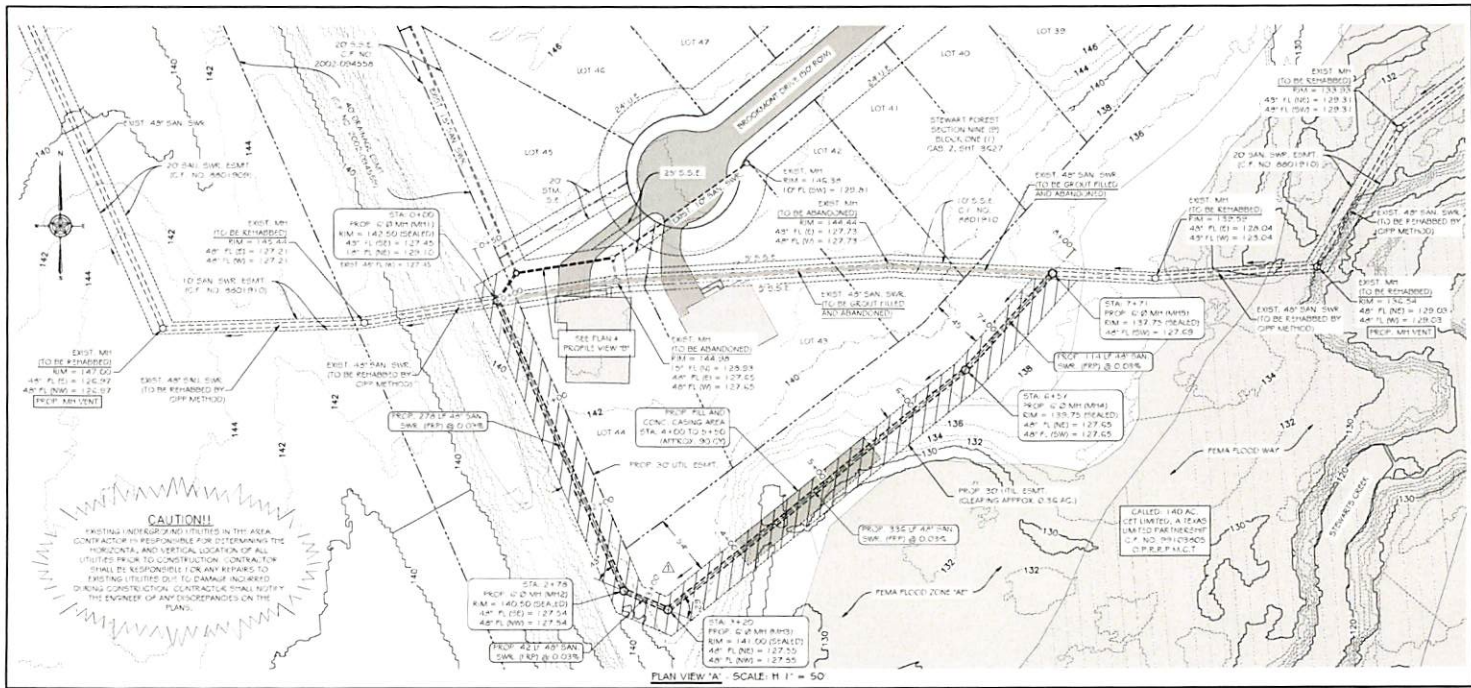
FILED FOR RECORD
08/11/2022 02:12PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

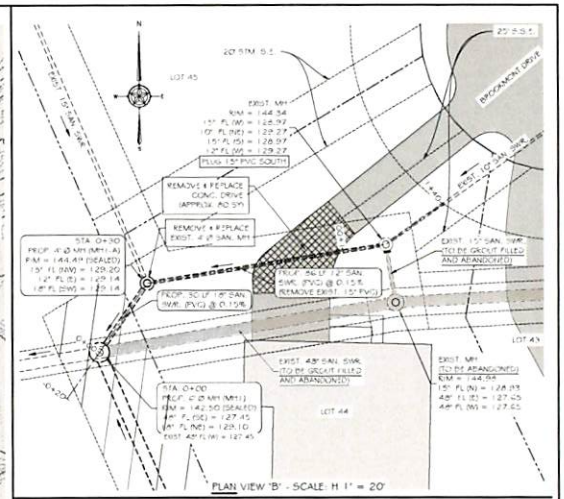
STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

08/11/2022

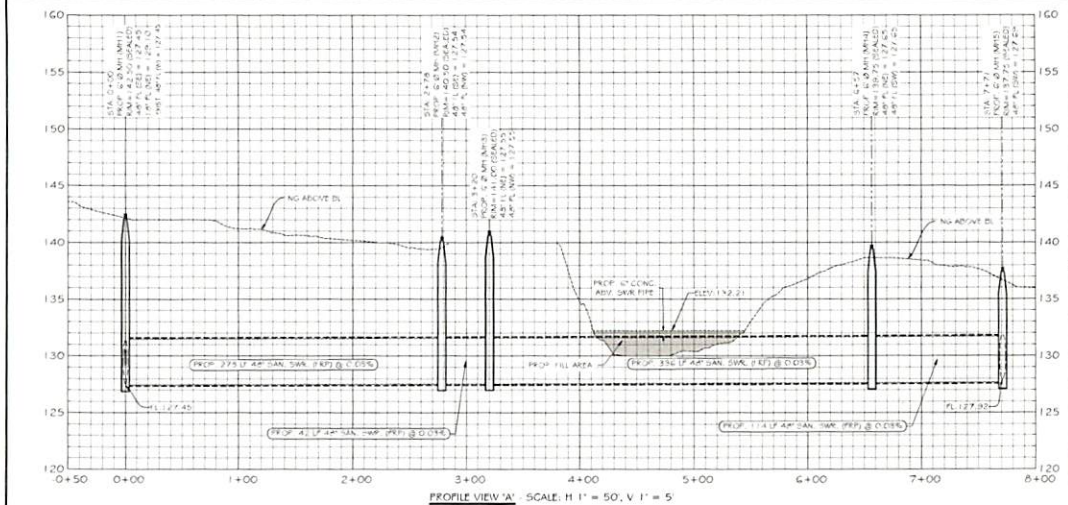
County Clerk
Montgomery County, Texas



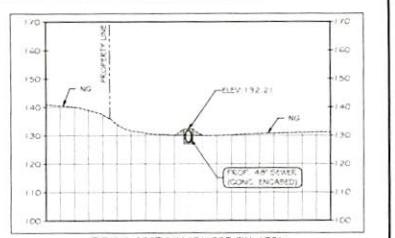
PLAN VIEW 'A' SCALE: H 1" = 50



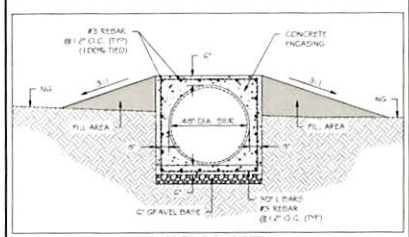
PLAN VIEW 'B' - SCALE: H 1" = 20'



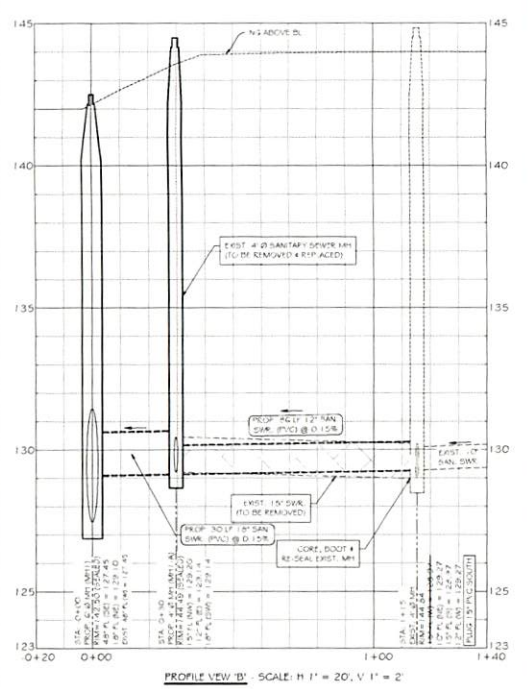
PROFILE VIEW 'A' SCALE: H 1" = 50', V 1" = 5'



TYPICAL SECTION VIEW FOR FILL AREA
SCALE: H 1" = 40', V 1" = 20'



CONCRETE CASING DETAIL
SCALE: H 1" = 5'



PROFILE VIEW 'B' SCALE: H 1" = 20', V 1" = 2'

REV.	REVISION BLOCK
⚠	REVISED SEWER ALIGNMENT 6/20/2023

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAFAEL L. CARRASQUILLO CUSTODIO, P.E. 132425
DATE: June 20, 2023

STATE OF TEXAS — RAFAEL L. CARRASQUILLO CUSTODIO — 132425 — LICENSED — PROFESSIONAL ENGINEER

CITY OF CONROE
ENGINEERING
700 METCALF ST. P.O. BOX 3066
CONROE, TEXAS 77305 (936) 522-3100

Drawing Name: SEWER REHAB LOWER STEWARTS CREEK 2.DWG
Graphic Scale: 0 25 50 100 SCALE: 1" = 50'

PROPOSED SEWER PLAN AND PROFILE

SEWER REHAB-LOWER STEWARTS CREEK
(S.LOOP 336 TO IH-45)

PLAT FILE No:			
Drawn By:	EJP	Designed By:	EJP
Horiz. Scale: VARIES		Vert. Scale: VARIES	
Project No: 2021-49			
Date: June 20, 2023		Sheet No: 7	

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Hearing

CITY OF CONROE

Item Type: Hearing

C. Bogert

Joint Meeting: No Joint Meeting

Description

Conduct a Public Hearing for requested release of a 30-ft sanitary sewer easement in the Ransom House Survey, A-245.

Summary / Recommendation

The City of Conroe's Engineering Department is proposing to abandon a portion of a sewer line (located under residential lots) in the Stewart's Forest subdivision and rerouting approximately 720 feet of sewer line to an easement granted by CET Limited to the City of Conroe and recorded under M.C.C.F. 2022-100636 outside the residential property boundaries near Lower Stewarts Creek. The department had an environmental study completed following Citizens concerns about endangered species within the acquired easement recorded under M.C.C.F 2022-100636. The results indicated the existence of migratory birds within the clearing area. In order to mitigate impacts to the habitat and to address citizens' concerns, the alignment was adjusted to the south closer to the creek. CET Limited has agreed to provide land for the new alignment and grant a new easement in lieu of the present easement. The abandonment needs to take place prior to establishing the new easement. A "Release of Easement" has been provided for the Mayor's signature. Staff recommends approval.

Attachments

30ft Easement Release Public Hearing

November 29, 2023

The Conroe Courier
523 N. Sam Houston Parkway E., Suite 600
Houston, Texas 77060

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING**
REQUEST FOR RELEASE OF A 30-FT SANITARY SEWER EASEMENT IN THE RANSOM HOUSE SURVEY, A-245, CITY OF CONROE, TEXAS

Dear Courier:

Please publish the attached Public Hearing Notice in the December 4, 2023, issue of The Courier.

If you have any questions, please call me at (936) 522-3011. Thank you for your continued assistance.

Sincerely,

Soco M. Gorjón
City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING
REQUEST FOR RELEASE OF A 30-FT SANITARY SEWER EASEMENT IN THE RANSOM HOUSE SURVEY, A-245, CITY OF CONROE, TEXAS

The City Council of the City of Conroe, Texas, will conduct a Public Hearing on Wednesday, **December 13, 2023**, at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearing is to receive public comment regarding a request for release of a 30-ft sanitary sewer easement in the Ransom House Survey, Abstract-245, which is located in Conroe, Texas.

A copy of the supporting documentation for the abandonment may be viewed in the office of the City Secretary on the 3rd Floor of City Hall at 300 West Davis, Conroe, Texas.

The public is invited to attend and make comment.

Signed this ___ day of November, 2023.

_____

Soco Gorjon
City Secretary

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Hearing

CITY OF CONROE

Item Type: Hearing

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the Land Use Assumptions and Capital Improvement Plan.

Summary / Recommendation

Conduct a Public Hearing to discuss the Land Use Assumptions and Capital Improvement Plan in accordance with Tex. Loc. Gov't Code 395.042 (West 2001). The notice was published in the Courier 31-days prior to the Public Hearing, City of Conroe Website, and on City bulletin boards.

Attachments

Notice of Public Hearing
Land Use Assumptions Map
CIP List
Wastewater Map
Water Map
Website

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES FOR THEY CITY OF CONROE

The City of Conroe will conduct a public hearing at 2:00 p.m. on December 13, 2023, at the City Hall-Council Chambers located at 300 W. Davis Conroe, Texas 77301. The purpose of the hearing is to consider the systemwide land use assumptions and capital improvements plan under which an impact fee may be imposed. The public is invited to attend and present evidence for or against the land use assumptions and capital improvements plan. A copy of the Land Use Assumptions and Capital Improvement Plan related to possible adoption of Impact Fees may be obtained on the City of Conroe website: www.cityofconroe.org.

AD:

November 12, 2023

Map ID	Master Planned Communities
1	Barton Creek Ranch
2	Chapel Run
3	Cliffstone Hills
4	Clopton Farms
5	Venture Tract
6	Grace Landing
7	Ladera Trails
8	Mackenzie Creek
9	Madeley Tract
10	Montgomery Oaks
11	Moran Ranch
12	Maxedon Tract
13	Pines at Seven Coves
14	Campbell Tract
15	Stewart's Creek Reserves
16	People's Road Tract
17	Timber Pointe
18	Venetian Pines
19	Airport Road Tract
20	Thousand Trails
21	Calfee-Longmire
22	Lakeview Central
23	The Cottages at Buckshot
24	Roman Hills
25	Pine Lake Cove
26	Alta Conroe

CITY OF CONROE
Est. 1904

Legend

- Future Multi-family Developments
- Conroe City Limits
- Conroe Extraterritorial Jurisdiction
- Future Communities
- Vacant Land
- 2035 Major Thoroughfares
- Floodways
- 100 Year Floodplain

Commercial Connections

- 0
- 1 - 3
- 4 - 10
- 11 - 15
- 16 - 20
- 21 - 26
- 27 - 39

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Miles

EXHIBIT – FUTURE LAND USE ASSUMPTIONS MAP

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

March 1, 2023

Path: N:\130\130-10292-006\4-0-Production-Working\4-9-GIS\Final

City of Conroe Impact Fee

CIP Project Descriptions

Water

Project No.	Project Title	Project Description
Completed or Ongoing Construction Projects		
W.1	Impact Fee Study	Consists of the fees paid to consultants for preparation of the Impact Fee Study.
W.2	Water Well Re-Drilling - Plant #14	This project will construct new 2,000 gpm Jasper well to replace existing well at Water Plant #14 (Wedgewood Water Plant). Existing well is in service for over 30-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pumps for this location is part of the new Water Master Plan (W113).
W.3	Water Well Re-Drilling - Plant #6	This project will construct new 2,000 gpm capacity Jasper well to replace existing well at Water Plant #6 (Northwest Water Plant). Existing well is in service for over 50-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and further demand. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pumps are part of the new Water Master Plan (W112)
W.4	Water Plant 30 - Moran Ranch - Developer Agreement	Construction of 1.0 MG EST and new 1,500 gpm at City Water Plant # 30.
W.5	Water Line Extension - Water Well No. 24 Blending	Extension of approximately 12,000 LF of water line from City Water Plant #22 to City Water Plant #24 for the purposes of blending.
W.7	Water Well & Plant - Pine Lake Cove	The project consists of an installation of a 350 gpm Jasper Water Well and 100,000 gallon ground storage tank with SCADA controls and site improvements.
W.8	Water Extension MUD #95	Extension of approximately 14,000 LF of 20" water line to provide service to MUD #95.
W.9	Waterline - Thousand Trails	Approximately 0.50 mile extension of 12-inch water line to provide service to Thousand Trails Resort.

Project No.	Project Title	Project Description
W.10	Water Well #24	The project consists of adding approx. 2.50 miles of new 6-inch 180 PSI pressure class PVC to connect water plant #24 to water plant #23.
W.11	Waterline - FM 1488 Phase 1	Extension of approximately 19,000 LF of water line.
W.12	Waterline Extension - SH 105 West	Extension of approximately 13,000 LF of water line west on SH 105 and south on McCaleb Rd to City Water Plant #26.
W.13	Waterline Extension - Camelot	Approx. 2,600 LF of 8-inch water line from SH 105 to Camelot Street.
W.14	Jasper Water Well - SH 105 West	Construction of a new 1,500 GPM Jasper water well and 1 million gallon elevated storage tank.
W.15	Waterline Extension - Seven Coves SH 75 to Farrel	Extension of approximately 11,000 LF of water line along Seven Coves Rd from SH 75 to City Water Plant #29 at Farrel Rd.
W.16	Waterline - FM 1488 at Pin Oak Drive	Developer Agreement oversize approx. 2,700 LF of 8-inch water line to a 16-inch for future capacity.
W.17	Waterline Relocation - SH 105 East	Relocation and upsizing of approximately 16,000 LF of water line due to TxDOT project.
W.18	Waterline - Plantation Drive North	Upsize existing 6" line (approx. 800 LF) to a 12" line at south end of Plantation Dr.
W.19	Waterline Extension - Ed Kharbat Drive	Approx. 2,500 LF of 16-inch water line along Ed Kharbat Drive
W.20	Water Plant #25	One (1) 1,800 GPM Jasper Water Well, 1,000,000-gallon prestressed Type III concrete ground storage tank; Three (3) 750 gpm horizontal split-case booster pumps; One (1) 10,000-gallon welded steel hydropneumatic tank; and chemical disinfection system.
Future Construction Projects		
W.21	Water Line Replacement - SH-75 North and Industrial Lane	Abandon and replace 9,500 LF of 20" concrete encased water line with 20" PVC C-900 water line and all necessary appurtenances. Replace approximately 2,500 lf of 18" pipe with proposed 20" C-905 and replace approximately 1,100 LF of 2" water line with proposed 8" C-905 water pipe.

Project No.	Project Title	Project Description
W.22	Water Well Re-Drilling and Control Building - Plant #5	This project will construct a new Jasper well to replace the existing well. The existing well has been in service for over 60 years and the well only producing 1,000 gpm. Based on historical usage and per the latest well master plan report, this water plant needs to produce 2,000 gpm production capacity in order to keep up with current and future demands. The scope is to plug the existing well, drill a new 2,000 gpm Jasper well, construction a new MCC building, electrical, and 650 kW generator, and related works. Upgrading the pumps for this well site is part of the new Water Master Plan (W111).
W.23	Water Line Replacement - First Street	This project will construct approximately 5,400 LF of 12" waterline along North First Street from Adkins Street to Avenue E, connecting City's Water Plant #5 on north and Water Plant #4 on south. This project will replace existing 10" waterlines and upgrade to 12" PVC waterlines while providing increased capacity for future downtown redevelopments.
W.24	Water Well Re-Drilling - Plant #18	This project will construct a new Jasper well to replace the existing well that has been in service for 17 years. The existing well is only producing 1,000 gpm and based on historic usage and the latest water master plan report this well needs to produce 2,000 gpm in order to keep up with current and future demands. Scope is to plug the existing well, drill new 2,000 gpm Jasper well and 650 KW generator and related works.
W.25	Water Well Re-Drilling - Plant #13	This project will construct new Jasper well to replace existing remote well #13 located at Carl Pickering Blvd. The existing well is in service for over 35-years and the well is only producing approximately 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.
W.26	Water Well Re-Drilling - Plant #7	This project will construct new Jasper well to replace existing Well #7 located at Southwest Water Plant. The existing well is in service for over 45 years and the well is only producing approximately 1,100 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.

Project No.	Project Title	Project Description
W.27	Water Well Re-Drilling - Plant #15	This project will construct new Jasper well to replace existing Well #15 located at Silver Springs Water Plant. The existing well is in service for over 25-years and the well is only producing approximately 1,200 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.
W.28	Water Line Extension - Stewarts Forest Drive	The scope of the project is to install approximately 3,300 LF of 12" PVC C900 water line along the proposed roadway extension.
W.29	Water Line Extension - FM 2854 - Developer Agreement - MUD 183	The scope of the project is to extend approximately 12,000 LF of 12" water line along McCaleb Road (from water plant #26 to FM 2854) and along FM 2854 (from McCaleb Rd to Ponderosa Drive). This construction is to loop the MUD 183 water system.
W.30	Water Plant - Northwest Operational Zone	This project includes the construction of a new water plant that consists of a 1,500 gpm Jasper water well and a 1.0 MG elevated storage tank.
W.31	Water Line Extension - Old Highway 105 - Developer Agreement - MUD 183	Install approximately 8,000 LF of 12" water line.
W.32	Water Line Extension - Sapp Road	Install approximately 2,800 LF of 12" water line.
W.33	Water Line Extension - Old Montgomery Road - Developer Agreement	The scope of this project is to install 12” waterline (approx. 3,500 LF), North-East along Old Montgomery Rd, at the intersection FM 830 and Old Montgomery Rd to W. Teralyn Way. This project is part of the new Water Master plan (W102).
W.34	Water Line Extension - FM 1097 & I-45	This project scope is to install 8” and 16” waterline (approx. 7,000 LF) North from existing 12” waterline along IH-45, to South of FM 1097 and IH-45 near First Willis Church. This project is part of the new 5-year Water Master Plan (W101).
W.35	Water Line Extension - Clopton Farms	This project to install 12” waterline to serve Clopton Farms (approx. 1,000 LF) along Apache Drive from existing 12” waterline. This project is part of the new Water Master Plan (W105).

Project No.	Project Title	Project Description
W.36	Water Line Extension - Timber Point - Developer Agreement	This project is to install 12" waterline to serve Timberpointe Development (approx. 8,000 LF), along Old HWY 105 W, at the intersection of Old HWY 105 W and HWY 105 to the intersection of Old HWY 105 W and Southshore Drive. This project is part of the new Water Master Plan (W107).
W.37	Water Plant 28 - Hanson Ridge	The project is to construct 0.5 MG GST and drill a new 1,500 gpm well at Water Plant 28 (Hanson Ridge). This project is part of the new Water Master Plan (W114).
W.38	Water Line Extension - Old Conroe Road Phase 1	The project consists of construction of approximately 6,700 LF of 16" water line and all appurtenances along FM 1488 from Kuykendahl to Old Conroe Road. This project is connected to the Roadway project
W.39	Water Line Extension - Old Conroe Road Phase 2	Approximately 12,900 LF of 16" water line along Old Conroe Road from FM 1488 to Foster Ridge entrance. This project is related to the roadway project.
W.40	Water Line Extension - Old Conroe Road Phase 3	The project consists of extension of approximately 10,400 LF of 16" water line.

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
Completed or Ongoing Construction Projects						
W.1	Impact Fee Study	0%	100%	100%	$21,875	$21,875
W.2	Water Well Re-Drilling - Plant #14	50%	100%	50%	$8,300,000	$4,150,000
W.3	Water Well Re-Drilling - Plant #6	50%	100%	50%	$8,170,000	$4,085,000
W.4	Water Plant 30 - Moran Ranch - Developer Agreement	0%	100%	100%	$9,856,000	$9,856,000
W.5	Water Line Extension - Water Well No. 24 Blending	0%	100%	100%	$2,718,847	$2,718,847
W.7	Water Well & Plant - Pine Lake Cove	16%	100%	84%	$5,468,123	$4,566,976
W.8	Water Extension MUD #95	77%	100%	23%	$3,446,020	$779,889
W.9	Waterline - Thousand Trails	19%	100%	81%	$428,623	$347,185
W.10	Water Well #24	64%	100%	36%	$3,951,473	$1,422,530
W.11	Waterline - FM 1488 Phase 1	22%	100%	78%	$603,495	$470,726
W.12	Waterline Extension - SH 105 West	82%	100%	18%	$961,346	$173,042
W.13	Waterline Extension - Camelot	25%	100%	75%	$354,221	$265,666
W.14	Jasper Water Well - SH 105 West	0%	100%	100%	$6,371,758	$6,371,758

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
W.15	Waterline Extension - Seven Coves SH 75 to Farrel	14%	100%	86%	$1,395,224	$1,199,893
W.16	Waterline - FM 1488 at Pin Oak Drive	12%	100%	88%	$139,260	$122,549
W.17	Waterline Relocation - SH 105 East	84%	100%	16%	$2,841,964	$454,714
W.18	Waterline - Plantation Drive North	75%	100%	25%	$355,908	$88,229
W.19	Waterline Extension - Ed Kharbat Drive	52%	100%	48%	$1,242,967	$600,053
W.20	Water Plant #25	36%	100%	64%	$7,231,862	$4,602,094
Future Construction Projects						
W.21	Water Line Replacement - SH-75 North and Industrial Lane	79%	100%	21%	$2,704,000	$558,978
W.22	Water Well Re-Drilling and Control Building - Plant #5	55%	100%	45%	$10,090,000	$4,540,500
W.23	Water Line Replacement - First Street	60%	100%	40%	$1,692,000	$676,800
W.24	Water Well Re-Drilling - Plant #18	8%	27%	19%	$8,390,000	$1,587,691
W.25	Water Well Re-Drilling - Plant #13	50%	100%	50%	$8,570,000	$4,285,000
W.26	Water Well Re-Drilling - Plant #7	50%	100%	50%	$8,370,000	$4,185,000
W.27	Water Well Re-Drilling - Plant #15	37%	45%	7%	$8,550,000	$623,438

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
W.28	Water Line Extension - Stewarts Forest Drive	0%	100%	100%	$352,000	$352,000
W.29	Water Line Extension - FM 2854 - Developer Agreement - MUD 183	0%	100%	100%	$1,625,000	$1,625,000
W.30	Water Plant - Northwest Operational Zone	0%	100%	100%	$13,490,000	$13,490,000
W.31	Water Line Extension - Old Highway 105 - Developer Agreement - MUD 183	0%	100%	100%	$741,000	$741,000
W.32	Water Line Extension - Sapp Road	0%	100%	100%	$545,000	$545,000
W.33	Water Line Extension - Old Montgomery Road - Developer Agreement	0%	100%	100%	$2,250,000	$2,250,000
W.34	Water Line Extension - FM 1097 & I-45	0%	100%	100%	$2,782,000	$2,782,000
W.35	Water Line Extension - Clopton Farms	0%	100%	100%	$506,000	$506,000
W.36	Water Line Extension - Timber Point - Developer Agreement	0%	100%	100%	$2,767,000	$2,767,000
W.37	Water Plant 28 - Hanson Ridge	0%	65%	65%	$12,326,000	$8,011,900
W.38	Water Line Extension - Old Conroe Road Phase 1	0%	100%	100%	$2,946,000	$2,946,000
W.39	Water Line Extension - Old Conroe Road Phase 2	0%	100%	100%	$7,142,000	$7,142,000
W.40	Water Line Extension - Old Conroe Road Phase 3	0%	100%	100%	$5,834,000	$5,834,000
Total Impact Fee Eligible Water Capital Improvements Cost:					**$165,530,966.00**	**$107,746,332.74**

City of Conroe Impact Fee

CIP Project Descriptions

Wastewater

Project No.	Project Title	Project Description
Completed or Ongoing Construction Projects		
WW.1	Impact Fee Study	Consists of the fees paid to consultants for preparation of the Impact Fee Study.
WW.2	Lift Station Expansion and Install Force Main - Forest Creek	The scope of the project is to upgrade the existing lift station to a 30HP lift station and construct 2,420 LF of 6" force main extending west to the White Oak Creek Trunk Line.
WW.3	Gravity Main Replacement - Grand Lake Creek	This project consists of replacing 3,000 LF of 15" pipe, 4,600 LF of 18" pipe, 3,000 LF of 21" pipe, 2,900 LF of 24" pipe, and thirty (30) 60" diameter manholes and all necessary appurtenances.
WW.4	Gravity Main Replacement - Upper Stewart Creek Phase 1	This project consists of replacing approximately 11,000 linear foot of 48" line, 36 manholes, 500 linear foot of 60" boring and casing, and minor pavement repairs.
WW.5	Trunk Line Replacement - Stewarts Creek - Avenue M to Ed Kharbat	This project consists of replacing approximately 9,800 LF of 60" trunk line, 26 manholes, and minor pavement repairs.
WW.6	WWTP Pine Lake Cove	The project consists of an installation of a 0.25 MGD Steel Package Plant and site improvements. The City will pay to upsize the equipment to service the surrounding areas.
WW.7	Treatment Plant - Construction of New Plant - Phase IV	Construction of 6.0 MGD capacity Conroe Central WWTP.
WW.8	Sewer Rehab - SH105/IH45 Phase II	This project includes the construction of 27-inch, 36-inch, and 42-inch replacement gravity mains along Highway 105.
WW.9	Sewer Extension MUD #95	Extension of approximately 14,000 LF of sanitary sewer to provide service to MUD #95.
WW.10	Lift Station Upgrade - FM 1488	The project consists of 0.90 MGD duplex sewage lift station and approx. 5,300 LF of 10-inch force main and appurtenances.
WW.11	Major Sewer Trunk Main - White Oak/East Br (3083)	This project includes the construction of 24-inch, 27-inch, and 30-inch replacement gravity mains in the White Oak Creek Basin.
WW.12	Sewer Line - Thousand Trails Resort	Approximately 0.50 mile extension of sanitary sewer to provide service to Thousand Trails Resort.

Project No.	Project Title	Project Description
WW.13	Sewer Line - Lift Station Exp & Gravity Sewer Main - SH 242 & FM 1488	Windsor Lakes - installation of a new lift station at the FM 1488 fire station and construction of an 8" force main to the existing reducter south of the river. Upgrade the existing lift station at SH 242.
WW.14	Sewer Line - Plantation Drive Trunk Line	Construct approximately 2,000 LF of 12" gravity sewer line and manholes.
WW.15	Sewer Rehab - SH105/IH45 Phase III	This project includes the construction of 27-inch, 36-inch, and 42-inch replacement gravity mains along Highway 105.
WW.16	Sewer System Improvements - Carl Barton	This project includes the construction of a new 7.5 MGD Carl Barton Lift Station, expandable to 9.0 MGD, and associated 24-inch force main.
WW.17	Sewer Rehab and Expansion of Lift Station Camp Silver Springs Option 1	This project includes the rehabilitation and expansion of the Camp Silver Springs Lift Station to 1.5 MGD and the construction of a replacement 10-inch force main.
Future Construction Projects		
WW.18	Sewer Rehab - North Loop 336 Area - Oxford to FM 3083	The project consists of replacing and upsizing approximately 3,500 LF of 8" to new 10" sanitary sewer using pipe bursting method.
WW.19	Sewer Line Extension - McCaleb Road	This project will construct approximately 3,000 LF of 18" gravity sewer, a new 3.0 MGD lift station and approx. 7,500 LF of 12" force main to serve existing and new developments along SH 105 West and McCaleb Road areas.
WW.20	Lift Station & Force Main Upgrades - Crighton Road	This project will upgrade existing lift station to a new lift station with approx. 1.0 MGD capacity and existing 4" force main will be upgraded to an 8", approx. 5,700 LF force main. This upgrade will provide sewer service to existing and new developments along Crighton Rd and FM 1314 areas.
WW.21	Gravity Main Replacement - Live Oak Creek	This project consists of replacing 3,000 LF of 21" pipe and nineteen (19) 60" diameter manholes and all necessary appurtenances.
WW.22	Lift Station Expansion & Gravity Replacement - La Salle	This project includes the expansion of the LaSalle Lift Station firm pumping capacity to 2.0 MGD. This project also includes the construction of a 12-inch replacement force main and 21-inch replacement gravity mains downstream of the LaSalle Lift Station. This project is part of the 2018 Wastewater Master Plan.

Project No.	Project Title	Project Description
WW.23	Sewer Rehab - Artesian Area	The project consists of replace approximately 4,700 LF of 10" line to 15" pipe by pipe bursting method and approximately 15 manholes by cement lining. This project needs to be done before the Street Rehab - Artesian Area and is also connected to a water line rehab project.
WW.24	Gravity Main Replacement - Downtown Area Phase 1 - South of Highway 105	This project consists of replacing 700 LF of 12" pipe, 4,150 LF of 15" pipe, 3,100 LF of 18" pipe, 100 LF of 24" pipe, 1,300 LF of 30" pipe, 1,300 LF of 42" pipe, forty-five (45) 60" diameter manholes, and all necessary appurtenances.
WW.25	Gravity Sewer Main Replacement - Highway 105	This project includes the replacement of approximately 4,000 LF of 27-inch, approximately 1,050 LF of 36-inch, approximately 700 LF of 42-inch, approximately 19 manholes and minor pavement repairs in disturbed areas. This project is part of the 2018 Wastewater Master Plan.
WW.26	Trunk Line Replacement - White Oak Creek	This project consists of replacing 2,300 LF of 24" pipe, 2,700 LF of 27" pipe, 5,500 LF of 30" pipe, and twenty-three (23) 60" diameter manholes and all necessary appurtenances.
WW.28	Lift Station Expansion - SH 105 West	This project includes the expansion of the Highway 105 West Lift Station to 2.0 MGD.
WW.29	Gravity Main Replacement - FM 3083	This project consists of replacing 5,650 LF of 30" pipe, eighteen (18) manholes, and approximately 300 LF of 42-inch boring and casing.
WW.30	Gravity Main Replacement - FM 1488 and IH-45	This project consists of replacing 3,100 LF of 21" pipe, 6,300 LF of 24" pipe, 200 LF of 30" pipe, twenty-one (21) manholes, and 300 LF of 36" boring and casing.
WW.31	Trunk Line Replacement - Alligator Creek	This project consists of replacing 12,000 LF of 30" pipe and eight (8) 60" diameter manholes and all necessary appurtenances.
WW.32	Wastewater Treatment Plant Expansion 6.0 MGD to 12.0 MGD - Conroe Central	Expansion of the Conroe Central WWTP capacity to 12.0 MGD.
WW.33	Lift Station Expansion and Force Main Upgrades - Epcon	The scope of the project is to upgrade the existing lift station and upsize 4,400 LF of existing 4" force main to 8".
WW.34	Gravity Main Replacement - League Line and White Oak Creek	This project consists of replacing 16,200 LF of 15", 21", and 24" pipe and forty-five (45) 60" diameter manholes and all necessary appurtenances.

Project No.	Project Title	Project Description
WW.35	Sewer Line Extension - Stewarts Forest Drive	The scope of the project is to install approximately 5,800 LF of 12" PVC SDR 26" sewer line and approximately 27 manholes along the proposed roadway extension. This project will need to be constructed with the roadway and water project.
WW.36	Lift Station Expansion and Force Main Upgrades - Shadow Lakes	Upgrade the pumps and lift station and 4 inch force main to 8 inch for taking in Thousand Trails Road/RV Park and for future development.
WW.37	New Lift Station and Force Main - Live Creek	This project includes the construction of the New Live Creek 1.0 MGD Lift Station, expandable to 2.25 MGD.
WW.38	Wastewater Treatment Plant - FM 2854	Construction of a 1.4 MGD WWTP located near FM 2854 in the southern portion of the April Sound service area. This project was proposed in the 2018 wastewater master plan.
WW.40	Lift Station Upgrade - Camp Silver Springs	Upgrade the existing lift station and pipe to intake from the larger Willis ISD line.
WW.41	Force Main & Lift Station - McCaleb - Developer Agreement	Construct a lift station and force main to provide sanitary sewer service to SH 105/McCaleb Area.
WW.42	Gravity Sewer Trunk Line - FM 2854 - Developer Agreement	Construct approximately 12,500 LF of 30" gravity sewer along FM 2854 from San Jacinto River to Cowl Spur Court. This gravity sewer main will serve existing and new developments along FM 2854 and McCaleb Rd areas.
WW.43	SSOI Program - Section 10	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.44	SSOI Program - Section 11	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.

Project No.	Project Title	Project Description
WW.45	SSOI Program - Section 12	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.46	SSOI Program - Section 13	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.47	SSOI Program - Section 14	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.48	Gravity Main Replacement - Silverdale	This project consists of replacing 2,250 LF of 18" pipe, 3,600 LF of 21" pipe, and fourteen (14) 60" diameter manholes and all necessary appurtenances.
WW.49	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105	This project consists of replacing 2,000 LF 12" pipe, 6,700 LF of 15" pipe, 7,250 LF of 18" pipe, 4,100 LF of 21" pipe, 3,000 LF of 24" pipe, and sixty (60) 60" diameter manholes and all necessary appurtenances.

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
Completed or Ongoing Construction Projects						
WW.1	Impact Fee Study	0%	100%	100%	$21,875	$21,875
WW.2	Lift Station Expansion and Install Force Main - Forest Creek	15%	100%	85%	$1,718,000	$1,460,300
WW.3	Gravity Main Replacement - Grand Lake Creek	90%	100%	10%	$4,399,000	$439,900
WW.4	Gravity Main Replacement - Upper Stewart Creek Phase 1	50%	80%	30%	$11,759,507	$3,527,852
WW.5	Trunk Line Replacement - Stewarts Creek - Avenue M to Ed Kharbat	80%	95%	15%	$12,000,000	$1,800,000
WW.6	WWTP Pine Lake Cove	29%	100%	71%	$1,128,577	$806,463
WW.7	Treatment Plant - Construction of New Plant - Phase IV	47%	100%	54%	$72,231,025	$38,643,598
WW.8	Sewer Rehab - SH105/IH45 Phase II	13%	100%	87%	$3,810,514	$3,313,745
WW.9	Sewer Extension MUD #95	11%	100%	89%	$3,494,340	$3,097,991
WW.10	Lift Station Upgrade - FM 1488	2%	100%	98%	$1,583,131	$1,552,089
WW.11	Major Sewer Trunk Main - White Oak/East Br (3083)	13%	100%	87%	$1,302,418	$1,129,161
WW.12	Sewer Line - Thousand Trails Resort	20%	100%	80%	$428,619	$343,576
WW.13	Sewer Line - Lift Station Exp & Gravity Sewer Main - SH 242 & FM 1488	19%	100%	81%	$10,673,468	$8,691,253

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.14	Sewer Line - Plantation Drive Trunk Line	3%	100%	97%	$760,097	$736,932
WW.15	Sewer Rehab - SH105/IH45 Phase III	7%	100%	93%	$726,729	$678,637
WW.16	Sewer System Improvements - Carl Barton	70%	100%	30%	$7,211,044	$2,176,919
WW.17	Sewer Rehab and Expansion of Lift Station Camp Silver Springs Option 1	38%	100%	62%	$2,745,279	$1,702,073
Future Construction Projects						
WW.18	Sewer Rehab - North Loop 336 Area - Oxford to FM 3083	60%	100%	40%	$2,910,000	$1,164,000
WW.19	Sewer Line Extension - McCaleb Road	20%	100%	80%	$3,640,000	$2,912,000
WW.20	Lift Station & Force Main Upgrades - Crighton Road	25%	100%	75%	$1,800,000	$1,350,000
WW.21	Gravity Main Replacement - Live Oak Creek	65%	85%	20%	$1,487,000	$297,400
WW.22	Lift Station Expansion & Gravity Replacement - La Salle	35%	100%	65%	$3,400,000	$2,210,000
WW.23	Sewer Rehab - Artesian Area	40%	90%	50%	$3,964,000	$1,982,000
WW.24	Gravity Main Replacement - Downtown Area Phase 1 - South of Highway 105	50%	80%	30%	$4,200,000	$1,260,000
WW.25	Gravity Sewer Main Replacement - Highway 105	40%	80%	40%	$5,340,000	$2,136,000

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

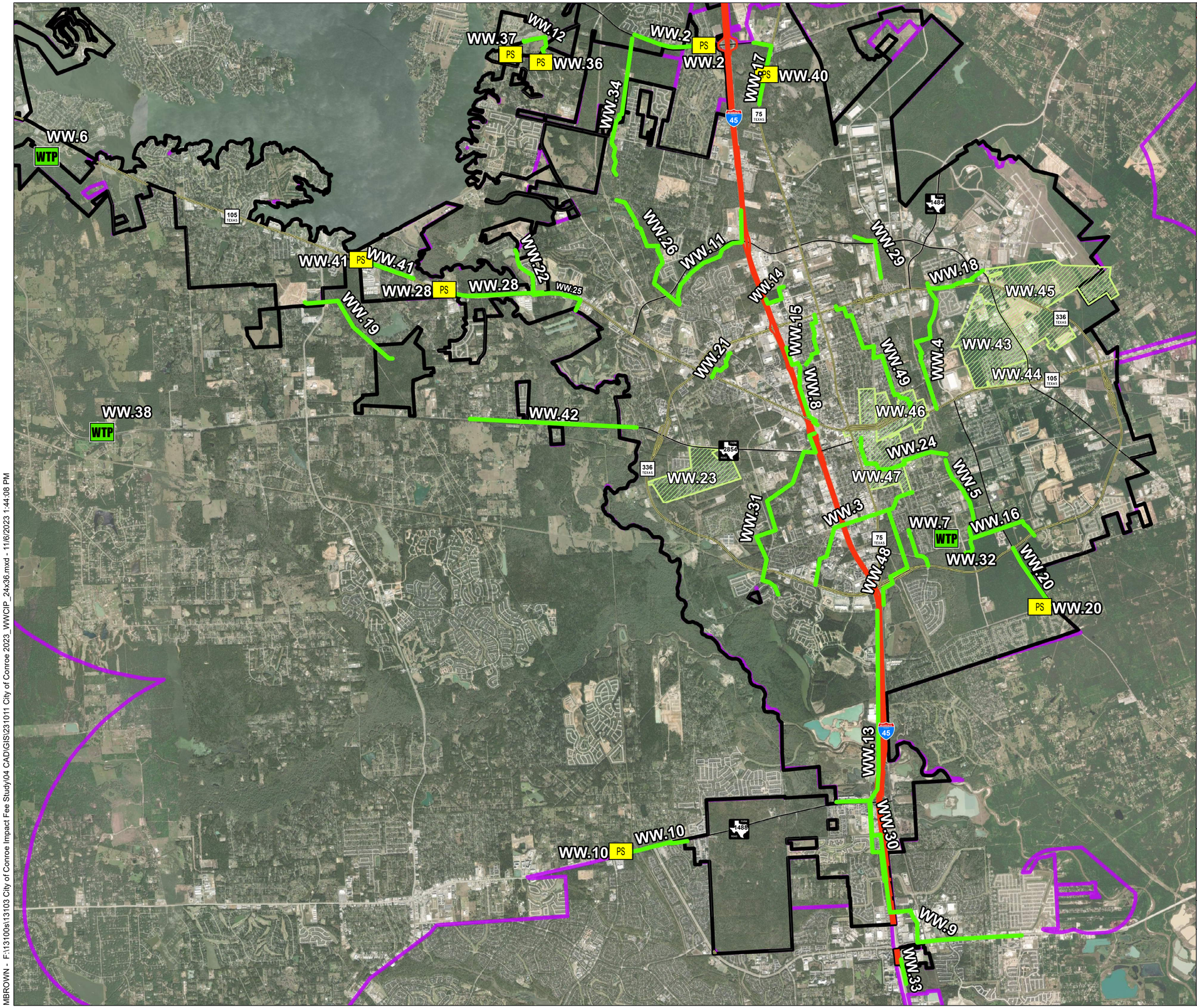
Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.26	Trunk Line Replacement - White Oak Creek	35%	80%	45%	$4,971,000	$2,236,950
WW.28	Lift Station Expansion - SH 105 West	25%	80%	55%	$2,532,000	$1,392,600
WW.29	Gravity Main Replacement - FM 3083	50%	80%	30%	$3,400,000	$1,020,000
WW.30	Gravity Main Replacement - FM 1488 and IH-45	50%	90%	40%	$4,505,000	$1,802,000
WW.31	Trunk Line Replacement - Alligator Creek	90%	100%	10%	$6,383,000	$638,300
WW.32	Wastewater Treatment Plant Expansion 6.0 MGD to 12.0 MGD - Conroe Central	23%	80%	57%	$80,000,000	$45,400,000
WW.33	Lift Station Expansion and Force Main Upgrades - Epcon	25%	100%	75%	$1,378,000	$1,033,500
WW.34	Gravity Main Replacement - League Line and White Oak Creek	35%	75%	40%	$6,110,000	$2,444,000
WW.35	Sewer Line Extension - Stewarts Forest Drive	0%	100%	100%	$762,000	$762,000
WW.36	Lift Station Expansion and Force Main Upgrades - Shadow Lakes	25%	100%	75%	$999,000	$749,250
WW.37	New Lift Station and Force Main - Live Creek	0%	100%	100%	$2,830,000.00	$2,830,000
WW.38	Wastewater Treatment Plant - FM 2854	0%	40%	40%	$28,200,000	$11,280,000
WW.40	Lift Station Upgrade - Camp Silver Springs	31%	100%	69%	$1,544,834	$1,062,631

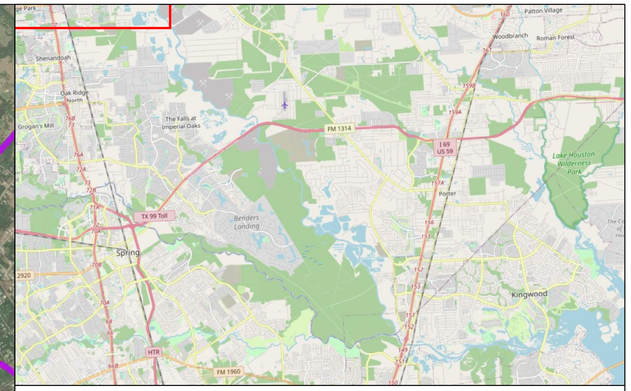
City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.41	Force Main & Lift Station - McCaleb - Developer Agreement	0%	100%	100%	$2,325,000	$2,325,000
WW.42	Gravity Sewer Trunk Line - FM 2854 - Developer Agreement	0%	80%	80%	$8,690,000	$6,952,000
WW.43	SSOI Program - Section 10	50%	100%	50%	$850,000	$425,000
WW.44	SSOI Program - Section 11	80%	100%	20%	$850,000	$170,000
WW.45	SSOI Program - Section 12	50%	100%	50%	$850,000	$425,000
WW.46	SSOI Program - Section 13	70%	100%	30%	$850,000	$255,000
WW.47	SSOI Program - Section 14	90%	100%	10%	$850,000	$85,000
WW.48	Gravity Main Replacement - Silverdale	85%	100%	15%	$1,934,000	$290,100
WW.49	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105	50%	80%	30%	$7,500,000	$2,250,000
Total Impact Fee Eligible Wastewater Capital Improvements Cost:					**$331,048,457**	**$169,262,094**





VICINITY MAP

LEGEND

- WTP — WWTP
- PS — Sanitary Lift Station

Road Labels
Road_Type

- FM
- SH
- Interstate
- Wastewater Line Project

City Roads
City Roads

- Roadways
- FM
- State Highway
- Interstate
- Gravity Replacement Areas
- City Limits
- ETJ

IMPACT FEE CIP PROJECT MAP WASTEWATER

CITY OF CONROE

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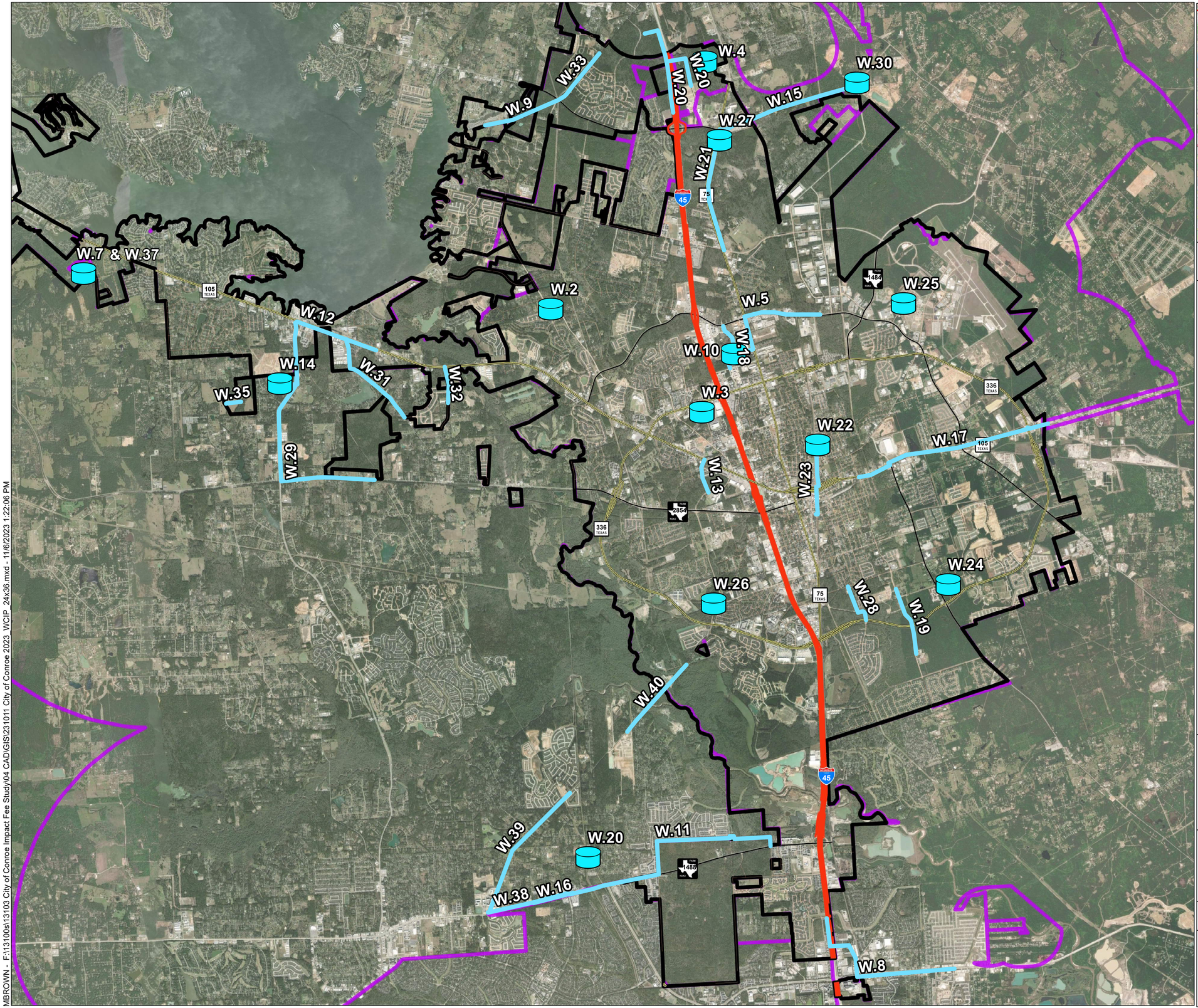
0 3,300 6,600 9,900 13,200 Feet

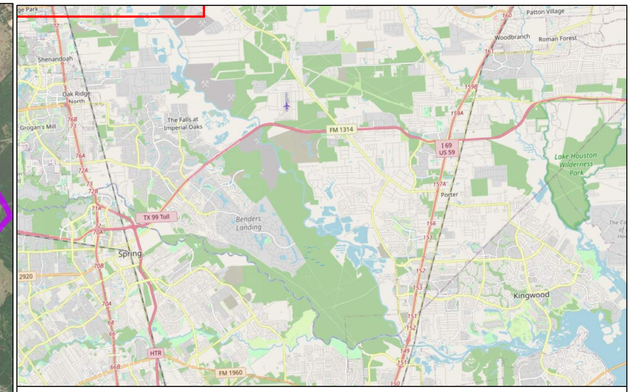
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Date: 11/6/2023	Author: MB	Job No. 13103

BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
TBPE Firm No. F-678

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VICINITY MAP

LEGEND

- Water Plant Project
- Water Line Project

Road Labels

Road_Type

- FM
- SH
- Interstate

City Roads

City Roads

- Roadways
- FM
- State Highway
- Interstate
- City Limits
- ETJ

IMPACT FEE CIP PROJECT MAP WATER

CITY OF CONROE

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Date: 11/6/2023	Author: MB	Job No. 13103

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

TBPE Firm No. F-678

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https://www.cityofconroe.org/Home/Components/News/News/1700/17?backlist=%2f

- Downtown Conroe Development Plan
- City Transparency
- Traditional Finances
- Debt Obligation
- Public Pension
- Economic Development
- Contracts and Procurement
- Financial Reports
- Public Records Request
- Mayor and City Council
- Ordinances / Codes
- Legal Notices
- City Management
- **News**
- TexasTransparency.org
- Helpful Links

NEWS

Notice of Public Hearing date for Land Use Assumption

Post Date: 11/12/2023 5:48 PM

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES FOR THEY CITY OF CONROE

The City of Conroe will conduct a public hearing at 2:00 p.m. on December 13, 2023, at the City Hall- Council Chambers located at 300 W. Davis Conroe, Texas 77301. The purpose of the hearing is to consider the systemwide land use assumptions and capital improvements plan under which an impact fee may be imposed. The public is invited to attend and present evidence for or against the land use assumptions and capital improvements plan.

Land Use Assumption CIP

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Resolution

CITY OF CONROE

Item Type: Resolution

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the Land Use Assumptions and Capital Improvement Plan and a future public hearing for Impact Fees.

Summary / Recommendation

Discuss the Land Use Assumptions and Capital Improvement Plan in accordance with Tex. Loc. Gov't Code 395.042 (West 2001). The notice was published in the Courier 31-days prior to the Public Hearing, City of Conroe Website, and on City bulletin boards. Also discuss the future public hearing date for Impact Fees to be held on January 24, 2024.

Attachments

Land Use Assumption
CIP
Wastewater Map
Water Map
Ordinance

Map ID	Master Planned Communities
1	Barton Creek Ranch
2	Chapel Run
3	Cliffstone Hills
4	Clopton Farms
5	Venture Tract
6	Grace Landing
7	Ladera Trails
8	Mackenzie Creek
9	Madeley Tract
10	Montgomery Oaks
11	Moran Ranch
12	Maxedon Tract
13	Pines at Seven Coves
14	Campbell Tract
15	Stewart's Creek Reserves
16	People's Road Tract
17	Timber Pointe
18	Venetian Pines
19	Airport Road Tract
20	Thousand Trails
21	Calfee-Longmire
22	Lakeview Central
23	The Cottages at Buckshot
24	Roman Hills
25	Pine Lake Cove
26	Alta Conroe

CITY OF CONROE
Est. 1904

Legend

- Future Multi-family Developments
- Conroe City Limits
- Conroe Extraterritorial Jurisdiction
- Future Communities
- Vacant Land
- 2035 Major Thoroughfares
- Floodways
- 100 Year Floodplain

Commercial Connections

- 0
- 1 - 3
- 4 - 10
- 11 - 15
- 16 - 20
- 21 - 26
- 27 - 39

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EXHIBIT – FUTURE LAND USE ASSUMPTIONS MAP

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

March 1, 2023

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City of Conroe Impact Fee

CIP Project Descriptions

Water

Project No.	Project Title	Project Description
Completed or Ongoing Construction Projects		
W.1	Impact Fee Study	Consists of the fees paid to consultants for preparation of the Impact Fee Study.
W.2	Water Well Re-Drilling - Plant #14	This project will construct new 2,000 gpm Jasper well to replace existing well at Water Plant #14 (Wedgewood Water Plant). Existing well is in service for over 30-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pumps for this location is part of the new Water Master Plan (W113).
W.3	Water Well Re-Drilling - Plant #6	This project will construct new 2,000 gpm capacity Jasper well to replace existing well at Water Plant #6 (Northwest Water Plant). Existing well is in service for over 50-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and further demand. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pumps are part of the new Water Master Plan (W112)
W.4	Water Plant 30 - Moran Ranch - Developer Agreement	Construction of 1.0 MG EST and new 1,500 gpm at City Water Plant # 30.
W.5	Water Line Extension - Water Well No. 24 Blending	Extension of approximately 12,000 LF of water line from City Water Plant #22 to City Water Plant #24 for the purposes of blending.
W.7	Water Well & Plant - Pine Lake Cove	The project consists of an installation of a 350 gpm Jasper Water Well and 100,000 gallon ground storage tank with SCADA controls and site improvements.
W.8	Water Extension MUD #95	Extension of approximately 14,000 LF of 20" water line to provide service to MUD #95.
W.9	Waterline - Thousand Trails	Approximately 0.50 mile extension of 12-inch water line to provide service to Thousand Trails Resort.

Project No.	Project Title	Project Description
W.10	Water Well #24	The project consists of adding approx. 2.50 miles of new 6-inch 180 PSI pressure class PVC to connect water plant #24 to water plant #23.
W.11	Waterline - FM 1488 Phase 1	Extension of approximately 19,000 LF of water line.
W.12	Waterline Extension - SH 105 West	Extension of approximately 13,000 LF of water line west on SH 105 and south on McCaleb Rd to City Water Plant #26.
W.13	Waterline Extension - Camelot	Approx. 2,600 LF of 8-inch water line from SH 105 to Camelot Street.
W.14	Jasper Water Well - SH 105 West	Construction of a new 1,500 GPM Jasper water well and 1 million gallon elevated storage tank.
W.15	Waterline Extension - Seven Coves SH 75 to Farrel	Extension of approximately 11,000 LF of water line along Seven Coves Rd from SH 75 to City Water Plant #29 at Farrel Rd.
W.16	Waterline - FM 1488 at Pin Oak Drive	Developer Agreement oversize approx. 2,700 LF of 8-inch water line to a 16-inch for future capacity.
W.17	Waterline Relocation - SH 105 East	Relocation and upsizing of approximately 16,000 LF of water line due to TxDOT project.
W.18	Waterline - Plantation Drive North	Upsize existing 6" line (approx. 800 LF) to a 12" line at south end of Plantation Dr.
W.19	Waterline Extension - Ed Kharbat Drive	Approx. 2,500 LF of 16-inch water line along Ed Kharbat Drive
W.20	Water Plant #25	One (1) 1,800 GPM Jasper Water Well, 1,000,000-gallon prestressed Type III concrete ground storage tank; Three (3) 750 gpm horizontal split-case booster pumps; One (1) 10,000-gallon welded steel hydropneumatic tank; and chemical disinfection system.
Future Construction Projects		
W.21	Water Line Replacement - SH-75 North and Industrial Lane	Abandon and replace 9,500 LF of 20" concrete encased water line with 20" PVC C-900 water line and all necessary appurtenances. Replace approximately 2,500 lf of 18" pipe with proposed 20" C-905 and replace approximately 1,100 LF of 2" water line with proposed 8" C-905 water pipe.

Project No.	Project Title	Project Description
W.22	Water Well Re-Drilling and Control Building - Plant #5	This project will construct a new Jasper well to replace the existing well. The existing well has been in service for over 60 years and the well only producing 1,000 gpm. Based on historical usage and per the latest well master plan report, this water plant needs to produce 2,000 gpm production capacity in order to keep up with current and future demands. The scope is to plug the existing well, drill a new 2,000 gpm Jasper well, construction a new MCC building, electrical, and 650 kW generator, and related works. Upgrading the pumps for this well site is part of the new Water Master Plan (W111).
W.23	Water Line Replacement - First Street	This project will construct approximately 5,400 LF of 12" waterline along North First Street from Adkins Street to Avenue E, connecting City's Water Plant #5 on north and Water Plant #4 on south. This project will replace existing 10" waterlines and upgrade to 12" PVC waterlines while providing increased capacity for future downtown redevelopments.
W.24	Water Well Re-Drilling - Plant #18	This project will construct a new Jasper well to replace the existing well that has been in service for 17 years. The existing well is only producing 1,000 gpm and based on historic usage and the latest water master plan report this well needs to produce 2,000 gpm in order to keep up with current and future demands. Scope is to plug the existing well, drill new 2,000 gpm Jasper well and 650 KW generator and related works.
W.25	Water Well Re-Drilling - Plant #13	This project will construct new Jasper well to replace existing remote well #13 located at Carl Pickering Blvd. The existing well is in service for over 35-years and the well is only producing approximately 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.
W.26	Water Well Re-Drilling - Plant #7	This project will construct new Jasper well to replace existing Well #7 located at Southwest Water Plant. The existing well is in service for over 45 years and the well is only producing approximately 1,100 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.

Project No.	Project Title	Project Description
W.27	Water Well Re-Drilling - Plant #15	This project will construct new Jasper well to replace existing Well #15 located at Silver Springs Water Plant. The existing well is in service for over 25-years and the well is only producing approximately 1,200 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: -Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.
W.28	Water Line Extension - Stewarts Forest Drive	The scope of the project is to install approximately 3,300 LF of 12" PVC C900 water line along the proposed roadway extension.
W.29	Water Line Extension - FM 2854 - Developer Agreement - MUD 183	The scope of the project is to extend approximately 12,000 LF of 12" water line along McCaleb Road (from water plant #26 to FM 2854) and along FM 2854 (from McCaleb Rd to Ponderosa Drive). This construction is to loop the MUD 183 water system.
W.30	Water Plant - Northwest Operational Zone	This project includes the construction of a new water plant that consists of a 1,500 gpm Jasper water well and a 1.0 MG elevated storage tank.
W.31	Water Line Extension - Old Highway 105 - Developer Agreement - MUD 183	Install approximately 8,000 LF of 12" water line.
W.32	Water Line Extension - Sapp Road	Install approximately 2,800 LF of 12" water line.
W.33	Water Line Extension - Old Montgomery Road - Developer Agreement	The scope of this project is to install 12” waterline (approx. 3,500 LF), North-East along Old Montgomery Rd, at the intersection FM 830 and Old Montgomery Rd to W. Teralyn Way. This project is part of the new Water Master plan (W102).
W.34	Water Line Extension - FM 1097 & I-45	This project scope is to install 8” and 16” waterline (approx. 7,000 LF) North from existing 12” waterline along IH-45, to South of FM 1097 and IH-45 near First Willis Church. This project is part of the new 5-year Water Master Plan (W101).
W.35	Water Line Extension - Clopton Farms	This project to install 12” waterline to serve Clopton Farms (approx. 1,000 LF) along Apache Drive from existing 12” waterline. This project is part of the new Water Master Plan (W105).

Project No.	Project Title	Project Description
W.36	Water Line Extension - Timber Point - Developer Agreement	This project is to install 12" waterline to serve Timberpointe Development (approx. 8,000 LF), along Old HWY 105 W, at the intersection of Old HWY 105 W and HWY 105 to the intersection of Old HWY 105 W and Southshore Drive. This project is part of the new Water Master Plan (W107).
W.37	Water Plant 28 - Hanson Ridge	The project is to construct 0.5 MG GST and drill a new 1,500 gpm well at Water Plant 28 (Hanson Ridge). This project is part of the new Water Master Plan (W114).
W.38	Water Line Extension - Old Conroe Road Phase 1	The project consists of construction of approximately 6,700 LF of 16" water line and all appurtenances along FM 1488 from Kuykendahl to Old Conroe Road. This project is connected to the Roadway project
W.39	Water Line Extension - Old Conroe Road Phase 2	Approximately 12,900 LF of 16" water line along Old Conroe Road from FM 1488 to Foster Ridge entrance. This project is related to the roadway project.
W.40	Water Line Extension - Old Conroe Road Phase 3	The project consists of extension of approximately 10,400 LF of 16" water line.

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
Completed or Ongoing Construction Projects						
W.1	Impact Fee Study	0%	100%	100%	$21,875	$21,875
W.2	Water Well Re-Drilling - Plant #14	50%	100%	50%	$8,300,000	$4,150,000
W.3	Water Well Re-Drilling - Plant #6	50%	100%	50%	$8,170,000	$4,085,000
W.4	Water Plant 30 - Moran Ranch - Developer Agreement	0%	100%	100%	$9,856,000	$9,856,000
W.5	Water Line Extension - Water Well No. 24 Blending	0%	100%	100%	$2,718,847	$2,718,847
W.7	Water Well & Plant - Pine Lake Cove	16%	100%	84%	$5,468,123	$4,566,976
W.8	Water Extension MUD #95	77%	100%	23%	$3,446,020	$779,889
W.9	Waterline - Thousand Trails	19%	100%	81%	$428,623	$347,185
W.10	Water Well #24	64%	100%	36%	$3,951,473	$1,422,530
W.11	Waterline - FM 1488 Phase 1	22%	100%	78%	$603,495	$470,726
W.12	Waterline Extension - SH 105 West	82%	100%	18%	$961,346	$173,042
W.13	Waterline Extension - Camelot	25%	100%	75%	$354,221	$265,666
W.14	Jasper Water Well - SH 105 West	0%	100%	100%	$6,371,758	$6,371,758

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
W.15	Waterline Extension - Seven Coves SH 75 to Farrel	14%	100%	86%	$1,395,224	$1,199,893
W.16	Waterline - FM 1488 at Pin Oak Drive	12%	100%	88%	$139,260	$122,549
W.17	Waterline Relocation - SH 105 East	84%	100%	16%	$2,841,964	$454,714
W.18	Waterline - Plantation Drive North	75%	100%	25%	$355,908	$88,229
W.19	Waterline Extension - Ed Kharbat Drive	52%	100%	48%	$1,242,967	$600,053
W.20	Water Plant #25	36%	100%	64%	$7,231,862	$4,602,094
Future Construction Projects						
W.21	Water Line Replacement - SH-75 North and Industrial Lane	79%	100%	21%	$2,704,000	$558,978
W.22	Water Well Re-Drilling and Control Building - Plant #5	55%	100%	45%	$10,090,000	$4,540,500
W.23	Water Line Replacement - First Street	60%	100%	40%	$1,692,000	$676,800
W.24	Water Well Re-Drilling - Plant #18	8%	27%	19%	$8,390,000	$1,587,691
W.25	Water Well Re-Drilling - Plant #13	50%	100%	50%	$8,570,000	$4,285,000
W.26	Water Well Re-Drilling - Plant #7	50%	100%	50%	$8,370,000	$4,185,000
W.27	Water Well Re-Drilling - Plant #15	37%	45%	7%	$8,550,000	$623,438

City of Conroe Impact Fee

Capital Improvement Plan Project List

Water

Project No.	Description of Project	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
W.28	Water Line Extension - Stewarts Forest Drive	0%	100%	100%	$352,000	$352,000
W.29	Water Line Extension - FM 2854 - Developer Agreement - MUD 183	0%	100%	100%	$1,625,000	$1,625,000
W.30	Water Plant - Northwest Operational Zone	0%	100%	100%	$13,490,000	$13,490,000
W.31	Water Line Extension - Old Highway 105 - Developer Agreement - MUD 183	0%	100%	100%	$741,000	$741,000
W.32	Water Line Extension - Sapp Road	0%	100%	100%	$545,000	$545,000
W.33	Water Line Extension - Old Montgomery Road - Developer Agreement	0%	100%	100%	$2,250,000	$2,250,000
W.34	Water Line Extension - FM 1097 & I-45	0%	100%	100%	$2,782,000	$2,782,000
W.35	Water Line Extension - Clopton Farms	0%	100%	100%	$506,000	$506,000
W.36	Water Line Extension - Timber Point - Developer Agreement	0%	100%	100%	$2,767,000	$2,767,000
W.37	Water Plant 28 - Hanson Ridge	0%	65%	65%	$12,326,000	$8,011,900
W.38	Water Line Extension - Old Conroe Road Phase 1	0%	100%	100%	$2,946,000	$2,946,000
W.39	Water Line Extension - Old Conroe Road Phase 2	0%	100%	100%	$7,142,000	$7,142,000
W.40	Water Line Extension - Old Conroe Road Phase 3	0%	100%	100%	$5,834,000	$5,834,000
Total Impact Fee Eligible Water Capital Improvements Cost:					**$165,530,966.00**	**$107,746,332.74**

City of Conroe Impact Fee

CIP Project Descriptions

Wastewater

Project No.	Project Title	Project Description
Completed or Ongoing Construction Projects		
WW.1	Impact Fee Study	Consists of the fees paid to consultants for preparation of the Impact Fee Study.
WW.2	Lift Station Expansion and Install Force Main - Forest Creek	The scope of the project is to upgrade the existing lift station to a 30HP lift station and construct 2,420 LF of 6" force main extending west to the White Oak Creek Trunk Line.
WW.3	Gravity Main Replacement - Grand Lake Creek	This project consists of replacing 3,000 LF of 15" pipe, 4,600 LF of 18" pipe, 3,000 LF of 21" pipe, 2,900 LF of 24" pipe, and thirty (30) 60" diameter manholes and all necessary appurtenances.
WW.4	Gravity Main Replacement - Upper Stewart Creek Phase 1	This project consists of replacing approximately 11,000 linear foot of 48" line, 36 manholes, 500 linear foot of 60" boring and casing, and minor pavement repairs.
WW.5	Trunk Line Replacement - Stewarts Creek - Avenue M to Ed Kharbat	This project consists of replacing approximately 9,800 LF of 60" trunk line, 26 manholes, and minor pavement repairs.
WW.6	WWTP Pine Lake Cove	The project consists of an installation of a 0.25 MGD Steel Package Plant and site improvements. The City will pay to upsize the equipment to service the surrounding areas.
WW.7	Treatment Plant - Construction of New Plant - Phase IV	Construction of 6.0 MGD capacity Conroe Central WWTP.
WW.8	Sewer Rehab - SH105/IH45 Phase II	This project includes the construction of 27-inch, 36-inch, and 42-inch replacement gravity mains along Highway 105.
WW.9	Sewer Extension MUD #95	Extension of approximately 14,000 LF of sanitary sewer to provide service to MUD #95.
WW.10	Lift Station Upgrade - FM 1488	The project consists of 0.90 MGD duplex sewage lift station and approx. 5,300 LF of 10-inch force main and appurtenances.
WW.11	Major Sewer Trunk Main - White Oak/East Br (3083)	This project includes the construction of 24-inch, 27-inch, and 30-inch replacement gravity mains in the White Oak Creek Basin.
WW.12	Sewer Line - Thousand Trails Resort	Approximately 0.50 mile extension of sanitary sewer to provide service to Thousand Trails Resort.

Project No.	Project Title	Project Description
WW.13	Sewer Line - Lift Station Exp & Gravity Sewer Main - SH 242 & FM 1488	Windsor Lakes - installation of a new lift station at the FM 1488 fire station and construction of an 8" force main to the existing reducter south of the river. Upgrade the existing lift station at SH 242.
WW.14	Sewer Line - Plantation Drive Trunk Line	Construct approximately 2,000 LF of 12" gravity sewer line and manholes.
WW.15	Sewer Rehab - SH105/IH45 Phase III	This project includes the construction of 27-inch, 36-inch, and 42-inch replacement gravity mains along Highway 105.
WW.16	Sewer System Improvements - Carl Barton	This project includes the construction of a new 7.5 MGD Carl Barton Lift Station, expandable to 9.0 MGD, and associated 24-inch force main.
WW.17	Sewer Rehab and Expansion of Lift Station Camp Silver Springs Option 1	This project includes the rehabilitation and expansion of the Camp Silver Springs Lift Station to 1.5 MGD and the construction of a replacement 10-inch force main.
Future Construction Projects		
WW.18	Sewer Rehab - North Loop 336 Area - Oxford to FM 3083	The project consists of replacing and upsizing approximately 3,500 LF of 8" to new 10" sanitary sewer using pipe bursting method.
WW.19	Sewer Line Extension - McCaleb Road	This project will construct approximately 3,000 LF of 18" gravity sewer, a new 3.0 MGD lift station and approx. 7,500 LF of 12" force main to serve existing and new developments along SH 105 West and McCaleb Road areas.
WW.20	Lift Station & Force Main Upgrades - Crighton Road	This project will upgrade existing lift station to a new lift station with approx. 1.0 MGD capacity and existing 4" force main will be upgraded to an 8", approx. 5,700 LF force main. This upgrade will provide sewer service to existing and new developments along Crighton Rd and FM 1314 areas.
WW.21	Gravity Main Replacement - Live Oak Creek	This project consists of replacing 3,000 LF of 21" pipe and nineteen (19) 60" diameter manholes and all necessary appurtenances.
WW.22	Lift Station Expansion & Gravity Replacement - La Salle	This project includes the expansion of the LaSalle Lift Station firm pumping capacity to 2.0 MGD. This project also includes the construction of a 12-inch replacement force main and 21-inch replacement gravity mains downstream of the LaSalle Lift Station. This project is part of the 2018 Wastewater Master Plan.

Project No.	Project Title	Project Description
WW.23	Sewer Rehab - Artesian Area	The project consists of replace approximately 4,700 LF of 10" line to 15" pipe by pipe bursting method and approximately 15 manholes by cement lining. This project needs to be done before the Street Rehab - Artesian Area and is also connected to a water line rehab project.
WW.24	Gravity Main Replacement - Downtown Area Phase 1 - South of Highway 105	This project consists of replacing 700 LF of 12" pipe, 4,150 LF of 15" pipe, 3,100 LF of 18" pipe, 100 LF of 24" pipe, 1,300 LF of 30" pipe, 1,300 LF of 42" pipe, forty-five (45) 60" diameter manholes, and all necessary appurtenances.
WW.25	Gravity Sewer Main Replacement - Highway 105	This project includes the replacement of approximately 4,000 LF of 27-inch, approximately 1,050 LF of 36-inch, approximately 700 LF of 42-inch, approximately 19 manholes and minor pavement repairs in disturbed areas. This project is part of the 2018 Wastewater Master Plan.
WW.26	Trunk Line Replacement - White Oak Creek	This project consists of replacing 2,300 LF of 24" pipe, 2,700 LF of 27" pipe, 5,500 LF of 30" pipe, and twenty-three (23) 60" diameter manholes and all necessary appurtenances.
WW.28	Lift Station Expansion - SH 105 West	This project includes the expansion of the Highway 105 West Lift Station to 2.0 MGD.
WW.29	Gravity Main Replacement - FM 3083	This project consists of replacing 5,650 LF of 30" pipe, eighteen (18) manholes, and approximately 300 LF of 42-inch boring and casing.
WW.30	Gravity Main Replacement - FM 1488 and IH-45	This project consists of replacing 3,100 LF of 21" pipe, 6,300 LF of 24" pipe, 200 LF of 30" pipe, twenty-one (21) manholes, and 300 LF of 36" boring and casing.
WW.31	Trunk Line Replacement - Alligator Creek	This project consists of replacing 12,000 LF of 30" pipe and eight (8) 60" diameter manholes and all necessary appurtenances.
WW.32	Wastewater Treatment Plant Expansion 6.0 MGD to 12.0 MGD - Conroe Central	Expansion of the Conroe Central WWTP capacity to 12.0 MGD.
WW.33	Lift Station Expansion and Force Main Upgrades - Epcon	The scope of the project is to upgrade the existing lift station and upsize 4,400 LF of existing 4" force main to 8".
WW.34	Gravity Main Replacement - League Line and White Oak Creek	This project consists of replacing 16,200 LF of 15", 21", and 24" pipe and forty-five (45) 60" diameter manholes and all necessary appurtenances.

Project No.	Project Title	Project Description
WW.35	Sewer Line Extension - Stewarts Forest Drive	The scope of the project is to install approximately 5,800 LF of 12" PVC SDR 26" sewer line and approximately 27 manholes along the proposed roadway extension. This project will need to be constructed with the roadway and water project.
WW.36	Lift Station Expansion and Force Main Upgrades - Shadow Lakes	Upgrade the pumps and lift station and 4 inch force main to 8 inch for taking in Thousand Trails Road/RV Park and for future development.
WW.37	New Lift Station and Force Main - Live Creek	This project includes the construction of the New Live Creek 1.0 MGD Lift Station, expandable to 2.25 MGD.
WW.38	Wastewater Treatment Plant - FM 2854	Construction of a 1.4 MGD WWTP located near FM 2854 in the southern portion of the April Sound service area. This project was proposed in the 2018 wastewater master plan.
WW.40	Lift Station Upgrade - Camp Silver Springs	Upgrade the existing lift station and pipe to intake from the larger Willis ISD line.
WW.41	Force Main & Lift Station - McCaleb - Developer Agreement	Construct a lift station and force main to provide sanitary sewer service to SH 105/McCaleb Area.
WW.42	Gravity Sewer Trunk Line - FM 2854 - Developer Agreement	Construct approximately 12,500 LF of 30" gravity sewer along FM 2854 from San Jacinto River to Cowl Spur Court. This gravity sewer main will serve existing and new developments along FM 2854 and McCaleb Rd areas.
WW.43	SSOI Program - Section 10	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.44	SSOI Program - Section 11	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.

Project No.	Project Title	Project Description
WW.45	SSOI Program - Section 12	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.46	SSOI Program - Section 13	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.47	SSOI Program - Section 14	The project is an agreement with the TCEQ that requires the City to take action to address sanitary sewer overflows. This project includes capacity analysis and associated rehabilitation and upsizing of sewer lines and lift stations in the area to eliminate overflows. Only increased capacity required to serve future development is eligible for impact fees. Any additional capacity required to better serve existing is ineligible.
WW.48	Gravity Main Replacement - Silverdale	This project consists of replacing 2,250 LF of 18" pipe, 3,600 LF of 21" pipe, and fourteen (14) 60" diameter manholes and all necessary appurtenances.
WW.49	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105	This project consists of replacing 2,000 LF 12" pipe, 6,700 LF of 15" pipe, 7,250 LF of 18" pipe, 4,100 LF of 21" pipe, 3,000 LF of 24" pipe, and sixty (60) 60" diameter manholes and all necessary appurtenances.

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
Completed or Ongoing Construction Projects						
WW.1	Impact Fee Study	0%	100%	100%	$21,875	$21,875
WW.2	Lift Station Expansion and Install Force Main - Forest Creek	15%	100%	85%	$1,718,000	$1,460,300
WW.3	Gravity Main Replacement - Grand Lake Creek	90%	100%	10%	$4,399,000	$439,900
WW.4	Gravity Main Replacement - Upper Stewart Creek Phase 1	50%	80%	30%	$11,759,507	$3,527,852
WW.5	Trunk Line Replacement - Stewarts Creek - Avenue M to Ed Kharbat	80%	95%	15%	$12,000,000	$1,800,000
WW.6	WWTP Pine Lake Cove	29%	100%	71%	$1,128,577	$806,463
WW.7	Treatment Plant - Construction of New Plant - Phase IV	47%	100%	54%	$72,231,025	$38,643,598
WW.8	Sewer Rehab - SH105/IH45 Phase II	13%	100%	87%	$3,810,514	$3,313,745
WW.9	Sewer Extension MUD #95	11%	100%	89%	$3,494,340	$3,097,991
WW.10	Lift Station Upgrade - FM 1488	2%	100%	98%	$1,583,131	$1,552,089
WW.11	Major Sewer Trunk Main - White Oak/East Br (3083)	13%	100%	87%	$1,302,418	$1,129,161
WW.12	Sewer Line - Thousand Trails Resort	20%	100%	80%	$428,619	$343,576
WW.13	Sewer Line - Lift Station Exp & Gravity Sewer Main - SH 242 & FM 1488	19%	100%	81%	$10,673,468	$8,691,253

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.14	Sewer Line - Plantation Drive Trunk Line	3%	100%	97%	$760,097	$736,932
WW.15	Sewer Rehab - SH105/IH45 Phase III	7%	100%	93%	$726,729	$678,637
WW.16	Sewer System Improvements - Carl Barton	70%	100%	30%	$7,211,044	$2,176,919
WW.17	Sewer Rehab and Expansion of Lift Station Camp Silver Springs Option 1	38%	100%	62%	$2,745,279	$1,702,073
Future Construction Projects						
WW.18	Sewer Rehab - North Loop 336 Area - Oxford to FM 3083	60%	100%	40%	$2,910,000	$1,164,000
WW.19	Sewer Line Extension - McCaleb Road	20%	100%	80%	$3,640,000	$2,912,000
WW.20	Lift Station & Force Main Upgrades - Crighton Road	25%	100%	75%	$1,800,000	$1,350,000
WW.21	Gravity Main Replacement - Live Oak Creek	65%	85%	20%	$1,487,000	$297,400
WW.22	Lift Station Expansion & Gravity Replacement - La Salle	35%	100%	65%	$3,400,000	$2,210,000
WW.23	Sewer Rehab - Artesian Area	40%	90%	50%	$3,964,000	$1,982,000
WW.24	Gravity Main Replacement - Downtown Area Phase 1 - South of Highway 105	50%	80%	30%	$4,200,000	$1,260,000
WW.25	Gravity Sewer Main Replacement - Highway 105	40%	80%	40%	$5,340,000	$2,136,000

City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

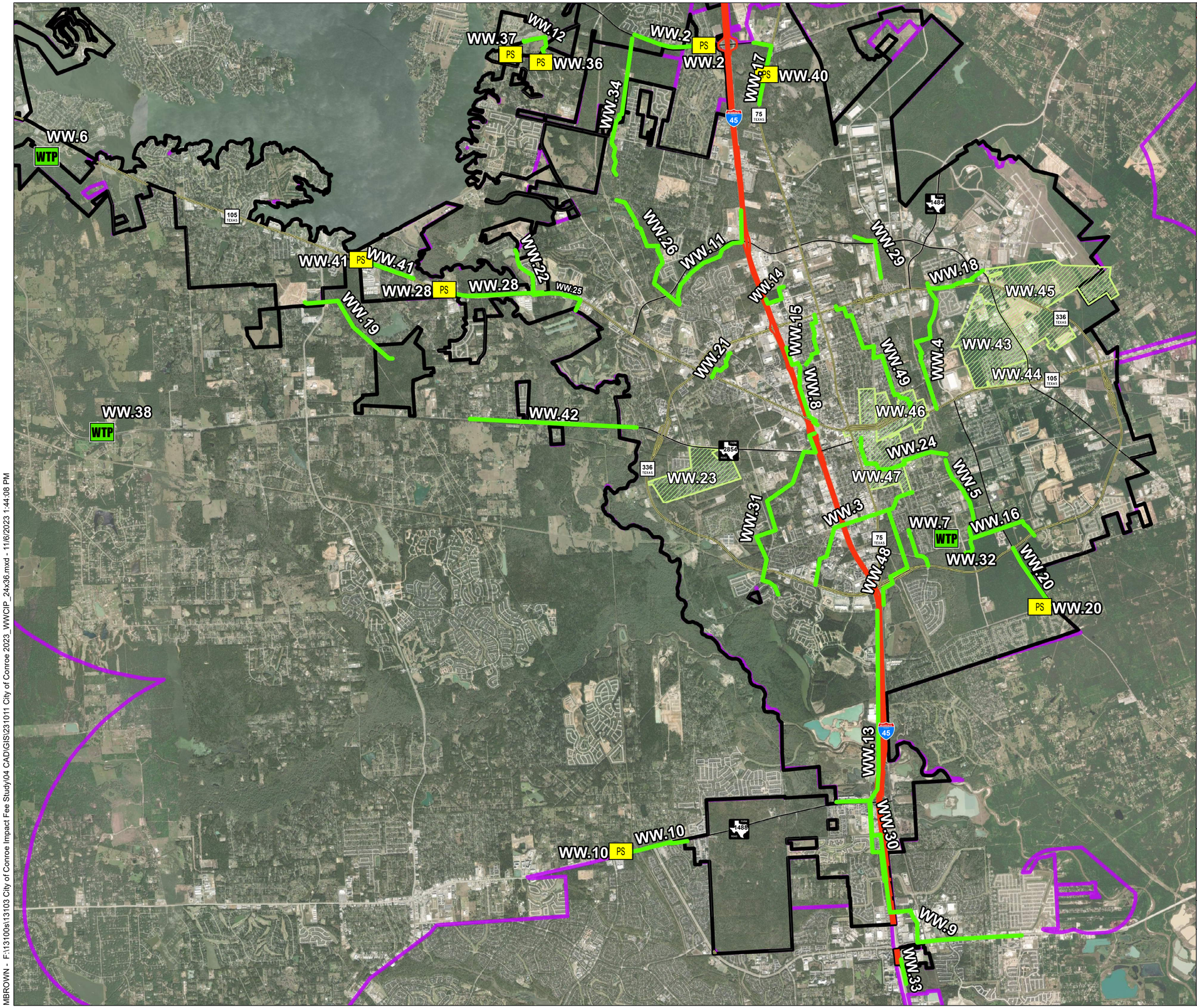
Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.26	Trunk Line Replacement - White Oak Creek	35%	80%	45%	$4,971,000	$2,236,950
WW.28	Lift Station Expansion - SH 105 West	25%	80%	55%	$2,532,000	$1,392,600
WW.29	Gravity Main Replacement - FM 3083	50%	80%	30%	$3,400,000	$1,020,000
WW.30	Gravity Main Replacement - FM 1488 and IH-45	50%	90%	40%	$4,505,000	$1,802,000
WW.31	Trunk Line Replacement - Alligator Creek	90%	100%	10%	$6,383,000	$638,300
WW.32	Wastewater Treatment Plant Expansion 6.0 MGD to 12.0 MGD - Conroe Central	23%	80%	57%	$80,000,000	$45,400,000
WW.33	Lift Station Expansion and Force Main Upgrades - Epcon	25%	100%	75%	$1,378,000	$1,033,500
WW.34	Gravity Main Replacement - League Line and White Oak Creek	35%	75%	40%	$6,110,000	$2,444,000
WW.35	Sewer Line Extension - Stewarts Forest Drive	0%	100%	100%	$762,000	$762,000
WW.36	Lift Station Expansion and Force Main Upgrades - Shadow Lakes	25%	100%	75%	$999,000	$749,250
WW.37	New Lift Station and Force Main - Live Creek	0%	100%	100%	$2,830,000.00	$2,830,000
WW.38	Wastewater Treatment Plant - FM 2854	0%	40%	40%	$28,200,000	$11,280,000
WW.40	Lift Station Upgrade - Camp Silver Springs	31%	100%	69%	$1,544,834	$1,062,631

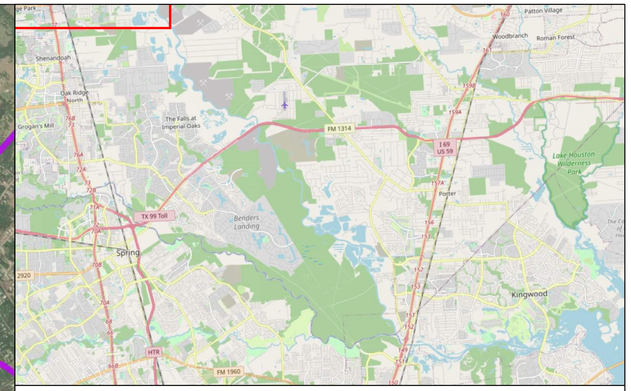
City of Conroe Impact Fee

Capital Improvement Plan Project List

Wastewater

Project No.	Project Title	Percent Utilization			Cost	
		2023	2033	2023-2033	Capital Cost	Impact Fee Eligible Cost
WW.41	Force Main & Lift Station - McCaleb - Developer Agreement	0%	100%	100%	$2,325,000	$2,325,000
WW.42	Gravity Sewer Trunk Line - FM 2854 - Developer Agreement	0%	80%	80%	$8,690,000	$6,952,000
WW.43	SSOI Program - Section 10	50%	100%	50%	$850,000	$425,000
WW.44	SSOI Program - Section 11	80%	100%	20%	$850,000	$170,000
WW.45	SSOI Program - Section 12	50%	100%	50%	$850,000	$425,000
WW.46	SSOI Program - Section 13	70%	100%	30%	$850,000	$255,000
WW.47	SSOI Program - Section 14	90%	100%	10%	$850,000	$85,000
WW.48	Gravity Main Replacement - Silverdale	85%	100%	15%	$1,934,000	$290,100
WW.49	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105	50%	80%	30%	$7,500,000	$2,250,000
Total Impact Fee Eligible Wastewater Capital Improvements Cost:					**$331,048,457**	**$169,262,094**





VICINITY MAP

LEGEND

- WTP — WWTP
- PS — Sanitary Lift Station

Road Labels
Road_Type

- FM
- SH
- Interstate
- Wastewater Line Project

City Roads
City Roads

- Roadways
- FM
- State Highway
- Interstate
- Gravity Replacement Areas
- City Limits
- ETJ

IMPACT FEE CIP PROJECT MAP WASTEWATER

CITY OF CONROE

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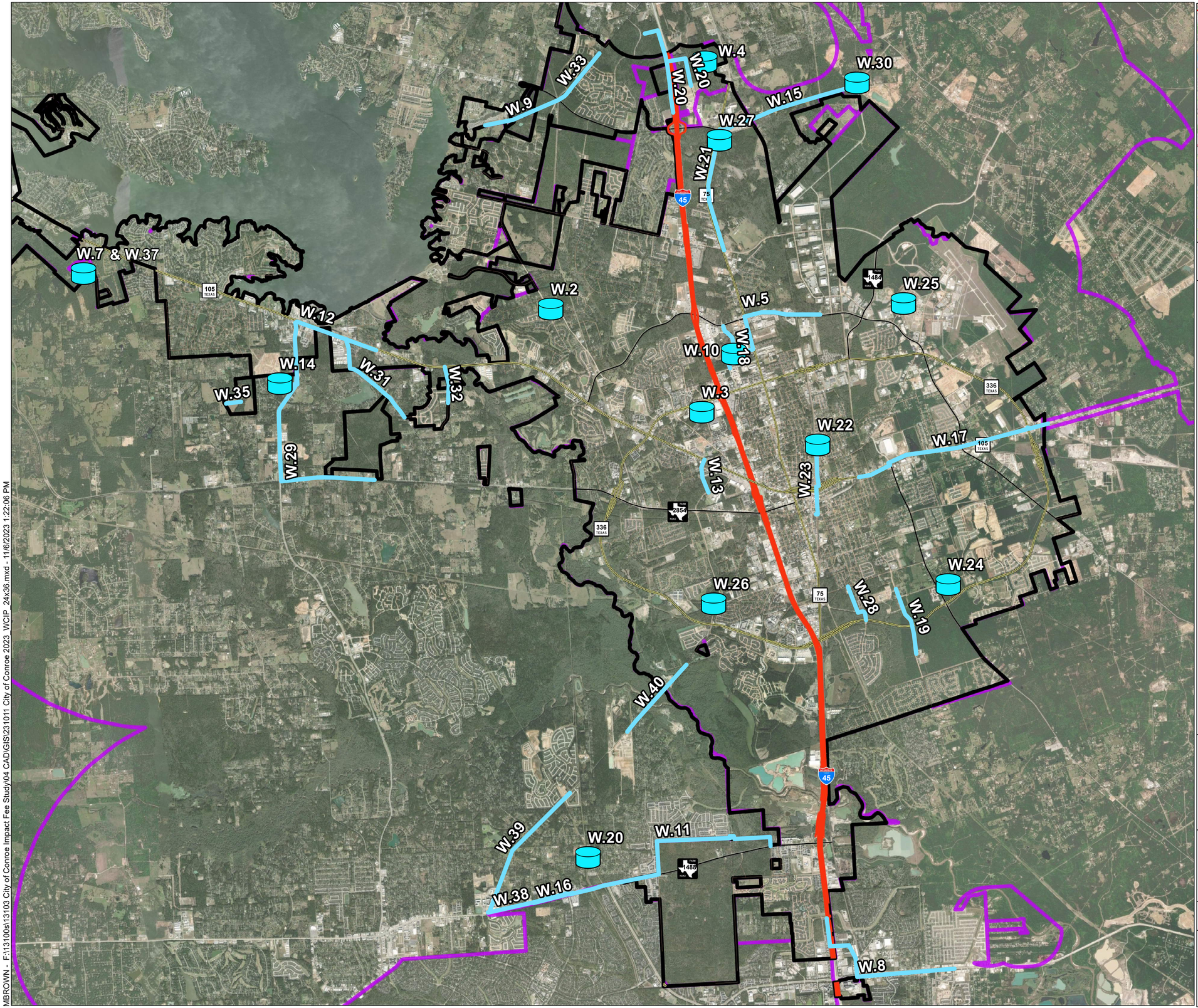
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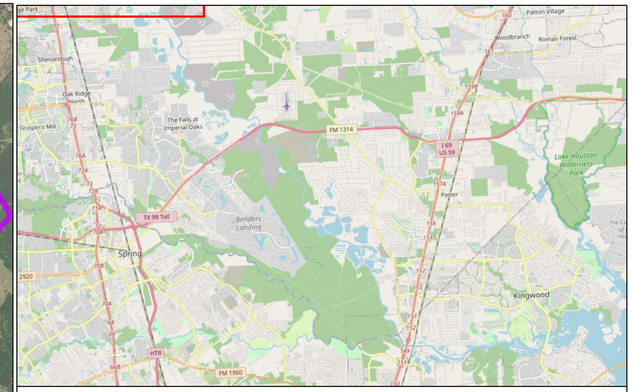
1 in = 3,300 ft

Date: 11/6/2023	Author: MB	Job No. 13103

BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
TBPE Firm No. F-678

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VICINITY MAP

LEGEND

- Water Plant Project
- Water Line Project

Road Labels

Road_Type

- FM
- SH
- Interstate

City Roads

City Roads

- Roadways
- FM
- State Highway
- Interstate
- City Limits
- ETJ

IMPACT FEE CIP PROJECT MAP WATER

CITY OF CONROE

N

0 3,500 7,000 10,500 14,000 Feet

1 in = 3,500 ft

Date: 11/6/2023	Author: MB	Job No. 13103

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

TBPE Firm No. F-678

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CERTIFICATE FOR ORDINANCE

I.

On the ___ day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Ordinance, to-wit:

ORDINANCE NO. ____-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, ADOPTING LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN FOR WATER AND WASTEWATER FACILITIES; ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER AN ORDINANCE IMPOSING IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; PROVIDING FOR AN EFFECTIVE DATE OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Ordinance, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

IV.

A true, full and correct copy of the Ordinance adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this _____ day of December, 2023.

_____

SOCO M. GORJON, City Secretary

ORDINANCE NO. ____-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, ADOPTING LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN FOR WATER AND WASTEWATER FACILITIES; ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER AN ORDINANCE IMPOSING IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; PROVIDING FOR AN EFFECTIVE DATE OTHER RELATED MATTERS.

WHEREAS, the City Council of the City of Conroe, Texas ("the City"), recognizes the City's population is rapidly growing and thereby requires a significant expansion and improvement of the City's water and wastewater facilities; and

WHEREAS, Chapter 395, Texas Local Government Code ("Chapter 395"), provides requirements and procedures for the adoption of land use assumptions, a capital improvement plan, and impact fees by a municipality; and

WHEREAS, Land Use Assumptions and a Capital Improvement Plan with respect to water and wastewater facilities was developed with the assistance of Blyel Engineering; and

WHEREAS, notice of a public hearing was provided with respect to the Land Use Assumptions (attached hereto as Exhibit A) and the Capital Improvement Plan (attached hereto as Exhibit B) and the Land Use Assumptions and the Capital Improvement Plan was made available to the public as required by Chapter 395; and

WHEREAS, City Council finds the City has fully complied with Chapter 395 with respect to the requirements for adoption of the Land Use Assumptions and the Capital Improvement Plan.

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

Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.

Section 2. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Chapter 551 of Texas Government Code.

Section 3. That the Land Use Assumptions and the Capital Improvement Plan are hereby adopted.

Section 4. That a hearing shall be held in the City Hall Council Chambers located at 300 West Davis, Conroe, Texas 77301 at 2:00 p.m. on Wednesday, January __, 2024, to allow members of the public to appear, comment and present evidence for or against the imposition of impact fees with respect to in imposition of impact fees for water and wastewater facilities and improvements.

Section 5. The capital improvements advisory committee created under Chapter 395 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees for water and wastewater facilities and improvements, as scheduled in Section 4.

Section 6. This resolution shall become effective immediately.

PASSED AND APPROVED this the ____ day of _____, 2023.

_____
JODY CZAJKOSKI, Mayor

APROVED AS TO FORM:

_____
Michael T. Garner, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Other

C. Bogert

Joint Meeting: No Joint Meeting

Description
Discuss temporary electrical power for Water Plant No. 27 (CIDC) project.

Summary/Recommendation
The scope of the work is to provide temporary electrical services that will allow the City to run the water plant while waiting for the permanent electrical equipment to be delivered. Permanent electrical equipment includes main disconnect, motor control center, variable frequency drives, etc. There is a supply chain issue and has a 14-month lead time. CIDC voted to approve the funding in the amount of $108,240.

1. Is the request necessary?
Yes, this is a capital expense.

2. Why was the item not budgeted in the normal budget process?
This is a supply chain issue.

3. Why can a transfer not be made within the department?
This is a capital expense. CIDC voted to approve the funding.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $	Additional Revenues: $108,240

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$108,240					$108,240
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	108,240					108,240
Total	**$108,240**	**$**	**$**	**$**	**$**	**$108,240**
Net Impact	**$0**	**$**	**$**	**$**	**$**	**$0**

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

The Director of Finance certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

Fiscal Impact

Expenditure Amount: $108,240
Revenue Amount: $0
Account Number: 508-8040-9030 I54-XP

Budget Amendment Required Y/N: Y

Financial Review Complete: CS

Financial Review Notes:

Transfer will come from CIDC Fund 009 to cover.

Attachments

Pricing

CITY OF CONROE - ENGINEERING

Construction Change Order Form

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Project: Water Plant 27 (CIDC) | Project No.: 2021-27 | Date: 11/14/2023

Engineer/Project Manager:	Owner:	Contractor Name, Address & Phone Number:
Tara B. Gaha, P.E. Engineering - City of Conroe 700 Metcalf St., Conroe, TX 77301	Christopher Bogert, PE City of Conroe - Engineering 700 Metcalf St., Conroe, TX 77301	Michael Weisinger, Vice-President Weisinger Inc. PO Box 909 Willis, TX 77378

Contract Origination Date: 7/14/2022 | Change Order: 2

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
C02	Temporary Electrical Service		$ 108,240.00
	Total	$ -	$ 108,240.00

(Use attachement for additional entries)

City of Conroe Engineering

CITY OF CONROE - ENGINEERING
Construction Change Order Form

Change in Construction Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 5,432,900.00	Original Contract Time in Days:	420
Cumulative Previous Change Order(s) Total (CO# 1 to 1):	$ (35,725.00)	Net Change from Previous Change Order(s) in Days	0
Contract Price Prior to this Change Order:	$ 5,397,175.00	Contract Time Prior to this Change Order in Days	420
Net Increase/Decrease of this Change Order:	$ 108,240.00	Net Increase/Decrease of this Change Order in Days:	335
Contract Price with All Approved Change Orders:	$ 5,505,415.00	Contract Time with All Approved Change Orders in Days:	755
Cumulative Percent Change in Contract Price (+/-)	1.33%	Construction Start Date:	9/9/2022
Construction Contract Excuted Date:	7/29/2022	Construction Contract End Date:	10/3/2024

Owner	Engineer/Project Manager	Contractor
Christopher Bogert, PE City Engineer	Tara B. Gaha, P.E. Senior Project Engineer	Michael Weisinger Vice-President
Owner's Signature	Engineer/ Project Manager's Signature	Contractor's Signature

Justification for Change Order

Provide temporary electrical services.This temporary setup for electrical equipment will allow the City to run the water plant while waiting for the permanent electrical equipment to be delivered. Permanent electrical equipment, including Main Disconnect, Motor Control Center, Variable Frequency Drives etc. have over 14-months of lead times due to the supply chain issues.

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

November 13, 2023

City of Conroe
700 Metcalf Street
Conroe, Texas 77301

Attn: Mr. Tara Gaha, P.E.

Re: City of Conroe – Water Plant 27 – Temporary Electrical

Mr. Gaha:

Please review the following cost associated with a temporary electrical solution for the City of Conroe – Water Plant 27 well project.

Total cost includes the following:

- Furnish and Install Temporary equipment to serve Water Plant #27 (soft starter).
- Furnish and Install power conductors to serve temporary equipment.
- Make modifications to SCADA/Controls to be compatible with temporary equipment.
- Start up and testing assistance.
- Coordinate site disconnect with Power Utility and demo temporary equipment; Transfer power to new permanent equipment.

Total Cost for Temporary Electrical - $108,240.00

~~Adder #1 – Furnish and Install SPD (each) – **$7,800.00**~~

~~Adder #2 – Furnish and Install PQM – **$11,500.00**~~

Thank you for the opportunity to offer you our services as we wait for your response.

Yours truly,

Michael Weisinger - Vice President

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

October 12, 2023

City of Conroe
700 Metcalf Street
Conroe, Texas 77301

Attn: Tara Gaha, P.E.

Re: City of Conroe – Water Plant 27 – Contract Extension Request

Mr. Gaha:

We are respectfully requesting additional time to be added to the City of Conroe – Water Plant 27 project. During the course of construction, there were several unforeseen issues that arose at the well site as well as several unexpected delays on material that have hindered the course of construction. Below is an explanation of the delays encountered.

On October 19, 2022, Weisinger began mobilizing drilling equipment on to the location and began rigging up to begin drilling operations. On 10/24/2022, once all the drilling equipment was in place and rigged up, it was noticed that the ground surrounding the well was shifting causing the drilling equipment to sink and become unstable. Weisinger immediately took action to prevent a potentially catastrophic event and rigged the drilling equipment down then moved it off the location. Weisinger's subcontractor (Schier Construction) moved in on 10/26/2022 and over-excavated the area surrounding the well to a depth of three (3) feet. During this excavation, it was discovered that organic material such as roots and debris from the site clearing (by others) were decayed causing an unstable subsurface. Weisinger opted to have Schier Construction bring in lime and compaction material and stabilize the area in lifts to prevent further issues with the site and is not requesting compensation from the City for these unforeseen site conditions. During this time, the area received 2.5" of rainfall. Weisinger and Schier worked to the best of their ability to get the site in a proper condition despite the rainfall by cutting drainage trenches and working during the rain. It took Schier Construction until 11/1/2022 to properly stabilize the site for the drilling rig. On 11/2/2022, Weisinger began remobilizing drilling equipment and rigging up equipment.

The pilot hole was drilled and logged and recommendations for water sample depths were sent to the City and Thornhill for review on 11/17/2022. Approval of the sample depth intervals was received back to Weisinger on 11/23/2022. This fell right during Thanksgiving Holiday and Weisinger began working on the temporary test hole sampling on the following Monday (11/28/2022).

Water samples were collected and sent to the lab for analysis on 12/14/2022 and all results were received and sent to The City on 1/5/2023. The Christmas Holiday did influence the laboratory response time due to personnel traveling for the holiday. Weisinger provided the sample results promptly along with our material setting recommendations for well construction. The material setting was returned approved 13 days later on 1/18/2023.

The well was constructed, and the rig was demobilized from the site and a test pump was installed and Weisinger began developing the well with the test pump on 3/21/2023. During development, there were issues encountered with well chemical availability. The well also performed less than anticipated based off other wells in the area. Weisinger performed a total of five (5) separate chemical treatments along with seven (7) check tests that resulted in longer development times. Step tests were approved and began on 4/20/2023. This prolonged development due to material delays and geological variance was unanticipated.

The test pumping data was provided and reviewed and Weisinger was given approval to pull the test pumping equipment on 4/25/2023 and completed removal of the equipment and mats on 5/15/2023. During this time, there were multiple rain events that slowed and delayed progress on removing equipment and mats to open the site up for the next construction phase.

On 5/22/2023, Schier Construction mobilized onsite and began work on the civil foundations and EAC began work on their conduits. There was a request for upsizing the electrical wire size resulting in a change order on 6/6/2023 as well that added time for EAC to review and gather pricing to present to the City.

The electrical equipment submittals were approved on on 3/27/2023 and they were originally given a delivery date of "early summer 2024". As of the date of this letter, EAC received notice that due to ongoing material and production delays by electrical manufacturers, the equipment is now expected in August of 2024. I've attached a shipping status report sent to us by EAC regarding the electrical. EAC stated that once the equipment is received, they would need three (3) weeks to install on the site. We have asked EAC to explore options for alternate equipment and/or temporary options.

The typical pump column coating system (Scotchkote) became unavailable after this project bid. Weisinger searched for alternate solutions and found an alternate coating system that was provided and approved by the City. Unfortunately, the manufacturer of this coating system sustained material delays as well. We released the column pipe for coating on 6/5/2023 and was told a completion date of 8/29/2023. The coating supplier informed us of delays and that we would receive the column pipe on 10/13/2023 resulting in a 45-day delay.

The well pump was received at Weisinger's facility on 7/31/2023 and the well motor was received at Weisinger's facility on 8/1/2023 and are currently stored. Weisinger plans to promptly install the well pump once the coated column pipe is received.

The generator for this project was submitted at the beginning of the contract in an effort to curve the long deliveries that have been associated with generator equipment that has steadily increased over the past years due to the COVID-19 pandemic. The City was quick to respond to the initial submittal and sent an approval to Weisinger on 8/22/2022 and Weisinger promptly released the generator for production with Cummins on 8/25/2022. Originally, Cummins informed us that the generator was scheduled to ship on 6/23/2023. As of the date of this letter, Cummins has informed us that the current estimated ship date is 11/14/2023, resulting in a 144-day delay on the generator, with the potential of further delays.

Currently, our schedule for the long lead items will be to begin installing the permanent pump on 10/23/2023 and have the pump completely installed by 10/27/2023. If the generator shipment date, assuming no further factory delays, Weisinger will coordinate shipment to the site the week of 11/20/2023. The electrical will be installed promptly once received by EAC.

Once the pump is installed and discharge head in place, Schier Construction will promptly install the above ground discharge piping. Typically, the above ground piping is not installed until the well head is in place in order to prevent misalignment of the piping and delays with modifications. The building is currently erected, and the concerns brought forward by the City inspector have been addressed. One concern that Weisinger has is in regard to the final concrete driveway into the location. With the multiple contracts currently underway at the location, and the amount of traffic in and out for construction, it isn't feasible for Schier to install the permanent road as it will need 21-28 days for construction, pouring and curing. This will hinder access for any other contractors working on this site. Also, if it were to be poured now, there is a high risk of damage to the concrete, staining, or other issues arising from construction activities for the well and elevated storage tank.

Weisinger has stressed the importance of completing this project to both our vendors and suppliers as we deeply value our working relationship with the City of Conroe and strive to provide the City with the absolute best quality workmanship that our long history has been. We understand the importance of water needs by the City and hope that the City understands our drive to complete this project timely and successfully. We have consistently inquired on the long lead items and continue to push for improved delivery dates. We have also asked our subcontractors to explore alternative solutions that could be presented to the City.

With the current estimated shipping dates, Weisinger is respectfully requesting a **335-day** contract extension to account for the delays associated with the above-mentioned equipment making our substantial completion date 9/3/2024 and final completion date 10/3/2024. Weisinger will continue to expedite any and everything to the best of our ability to better this date.

We sincerely appreciate your understanding as we will work towards the successful and timely completion of this project.

Thank you for the opportunity to offer you our services as we wait for your response.

Yours truly,

Michael Weisinger
Vice President

Shipping Status Report

Job Name	WATER PLANT NO 27 CIDC	**Customer Name**	ELECTRICAL AUTOMATION CONTROLS LLC
Job Number	604883	**Customer PO#**	E-WEI-024-3
Project Manager	CGARCI2	**Ship-to Address**	1050 CONROE PARK WEST DR
PM Email	Christopher.Garcia@rexelusa.com	**Ship-to City**	CONROE, TX
PM Phone		**Contact Name**	
Date	10/13/2023	**Contact Email**	

MANY REXEL/GEXPRO MANUFACTURING PARTNERS HAVE ADVISED THAT UNTIL FURTHER NOTICE THEY RESERVE THE RIGHT TO AMEND THE DELIVERY DATES; THEREFORE REXEL/GEXPRO ARE NOT HELD LIABLE FOR ANY OF THESE CHANGES.

Type	Vendor	Part#/Description	Transaction	PO	Order Qty	Status	Qty	Est. Ship	Act. Ship	Carrier	PRO/Tracking#	Notes
1200A	SCHNEIDE	QED-2 SWBD 1200A MAIN DISC	S136821729	E-WEI-024-3	1		0	08/05/24				ENGINEERING AT SE
SPD	SCHNEIDE	SSP04EMA24S			1		0	07/14/23	[redacted]		[redacted]	AT REXEL WHSE
MCC	SCHNEIDE	MODEL 6 LVMCC COMMS			1		0	05/10/24				
STARTUP	SCHNEIDE	SRVSQDSER			1		0	08/31/23				
STARTUP	SCHNEIDE	12MTHEXTWARRWSTUP			1		0	09/07/23				
MINI PZ	SCHNEIDE	MPZB15S40F25K			1		0	09/28/23	[redacted]		[redacted]	AT REXEL WHSE
MPZ FEEDERS	SCHNEIDE	QOB120			18		0	07/12/23	[redacted]		[redacted]	AT REXEL WHSE
ACCUSINE AHF	SCHNEIDE	PCSP200D5N1			1		0	10/09/23	[redacted]		[redacted]	AT REXEL WHSE
ACCUSINE AHF CTS (LOOSE)	SCHNEIDE	PCSPCTFCL12005R			3		0	10/09/23	[redacted]		[redacted]	AT REXEL WHSE
ACCUSINE AHF START	SCHNEIDE	SRVACCUSINES			1		0	08/31/23				
DRIVE STARTUP	SCHNEIDE	SRVSTRTUPVSDSTD			1		0	08/31/23				
DRIVE STARTUP	SCHNEIDE	SRVRECRSTVFD30MO			1		0	09/05/23				
400HP DRIVE	SCHNEIDE	ATV660C25T4N2GAWABGGXEP216 EP240			1		0	04/22/24				
SERVICES	SCHNEIDE	SRVADTOTHMVMLABOR			1		0					

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Bid Award

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the design proposal from LJA Engineering for the Rivershire Subdivision Sanitary Sewer Rehab project.

Summary / Recommendation

The scope of the project includes the rehabilitation of approximately 41,260 linear feet of sanitary sewer gravity mains of various sizes from 6-inch to 24-inch using trenchless method. The project also includes 250 sanitary sewer manholes and multiple service reconnections, connections to the existing collection system and site restoration. This vendor is on the approved vendor list. Staff recommends the approval of the LJA Engineering proposal in the amount of $609,500.

Fiscal Impact

Expenditure Amount:	$609,500
Revenue Amount:	$0
Account Number:	509-8050-9030 J06-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Proposal
CIP Sheet

713.450.1300
TBPELS F-1386
TBPELS 10110501
www.LJA.com
11821 East Freeway, Suite 360, Houston, Texas 77029

October 31, 2023

Mayor Jody Czajkoski
City of Conroe
300 W. Davis
Conroe, Texas 77301

Re: Assignment Letter for Engineering Services for the Design and Construction of Sanitary Sewer Rehabilitation – Rivershire Subdivision for the City of Conroe
City of Conroe Project No. 2024-11
LJA Proposal No. 23-24356

Mayor Czaikoski:

LJA Engineering, Inc. (LJA) is pleased to present this Assignment Letter for Engineering Services for the design and construction of the Sanitary Sewer Rehabilitation – Rivershire Subdivision project. The scope of this project includes the rehabilitation of approximately 41,260 linear feet of sanitary sewer gravity mains of variable size from 6-inch to 24-inch using trenchless methods within the Rivershire Subdivision. This project will also include the rehabilitation of approximately 250 sanitary sewer manholes, multiple sanitary service reconnections, connections to the existing collection system, and site restoration. This proposal is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on December 13, 2018 by and between LJA Engineering, Inc. ("LJA") and City of Conroe ("City").

It is our understanding the City will assist the surveyor with water and sanitary locates within the areas where topographic survey data will be gathered. This proposal does not include any acquisition services and it is our understanding this project should not require any additional property or easements. We propose the following services and corresponding fees for this project.

ELEMENTS OF SERVICES

A. Preliminary/Design Phase

1. Conduct the required topographical surveys.

2. Coordinate the cleaning and televising of the existing sanitary sewer lines with the 3rd party inspection service provider.

3. Utilizing the data developed from the above tasks, prepare a preliminary engineering design with sufficient detail to indicate the proposed lines to be rehabilitated.

4. Prepare detail specifications and contract drawings. It is our understanding the City will provide the contract documents.

5. Prepare and submit TCEQ Summary Transmittal for their review and approval. Address any potential comments to obtain project approval.

6. Submit to City for 50% and 90% plan reviews and address final comments, including information outlined in the “Project Design/Management Checklist.”

7. From final contract specifications and drawings, prepare detail cost estimate.

8. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. The City will advertise the project and supply us with a copy of the Publisher’s Affidavit.

2. Respond to questions regarding the project during the bidding process. If required, provide the City with necessary clarifications or revisions for them to issue addendums regarding the project.

3. Attend the Pre-Bid Conference, to be conducted by the City, between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.

4. Provide evaluation and input to the City, via email, to be used at the Bid Evaluation Meeting in the selection process.

C. Construction Phase

1. Attend the Pre-Construction Conference, to be conducted by the City, between the City and Contractor.

2. As requested by the City, make periodic visits to the site to observe the progress and quality of the executed work and to determine if the work is in general accordance with the contract documents. *It is our understanding that normal site visits are not required, but the City may request limited on-site meetings in the case that questions might arise. The Engineer will not be responsible for the techniques and sequence of construction or the safety precautions by the Contractor and will not be responsible or liable for the Contractor’s failure to perform the construction work in accordance with the contract documents.*

3. As requested by the City, assist the City with questions regarding the review samples, schedules, shop drawings, and other data, which the Contractor submits. *It is our understanding that the City will review all submittals, but could request assistance in the review of submittals related to pipe and manhole materials, as well as assistance with requests for information.*

4. As requested by the City, assist the City with questions regarding pay estimates, change orders and time extensions. *It is our understanding that the City will prepare and execute all of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.*

5. As requested by the City, attend the final inspection, to be conducted by the City, in conjunction with the City and Contractor. *It is our understanding that the City will not need our assistance at the final inspection.*

D. Additional Services

1. Topographical Surveys: Provide field surveys of utility locations within the project limits, and obtain any additional topographical information required of the site conditions to prepare final construction drawings.

2. Clean and Televise Sanitary Sewer: Provide the services of a cleaning and televising crew, by 3rd party subcontract, to clean and televise the existing sanitary collection system and provide videos and a report illustrating their findings. The inspection videos will give valuable insight as to how the project should move forward as well as provide the locations of sanitary sewer service connections for use in preparing the final construction drawings.

3. Subsurface Utility Engineering – Quality Level “A”: *It is our understanding that the City will not require subsurface utility engineering services for this project, therefore this service is not included in this proposal.*

4. Subsurface Utility Engineering – Quality Level “B”: *It is our understanding that the City will not require subsurface utility engineering services for this project, therefore this service is not included in this proposal.*

5. Geotechnical Investigations: *It is our understanding that the City will not require a geotechnical investigation for this project, therefore this service is not included in this proposal.*

6. Environmental Services – Wetlands Delineation, Archeology, and Non-Reporting Nationwide Permit 58: *It is our understanding that the City will not require environmental services for this project, therefore this service is not included in this proposal.*

7. Testing: *It is our understanding that the City will take care of any needed testing of construction materials during construction, therefore this service is not included in this proposal.*

8. Record Drawings: *It is our understanding that the City will prepare the record drawings, therefore this service is not included in this proposal.*

9. Project Representative: *It is our understanding that the City will take care of the project representation during construction, therefore this service is not included in this proposal.*

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

The fees for Bidding Phase Services have been capped at $4,500.00 due to the limited scope of services required. The fees for Construction Phase Services have been capped at $5,000.00 due to the limited scope of services required.

The Total Basic Engineering and Additional Service Fees as part of this proposal are $609,500.00 and are divided by phases and services below.

A. Preliminary and Design Phases: Based on the scope of services for the preliminary and design phases, our fee will be a lump sum amount of $315,000.00 and will be broken down as follows:

   1. Preliminary / 50% Design Phase: Based on the scope of services for the preliminary / 50% design phase, our fee will be a lump sum amount of $157,500.00.

   2. 90% Design Phase: Based on the scope of services for the 90% design phase, our fee will be a lump sum amount of $126,000.00.

   3. Final Comments Phase: Based on the scope of services for the final comments phase, our fee will be a lump sum amount of $31,500.00.

B. Bidding Phase: Based on the scope of services for the bidding phase, our fee will be a lump sum amount of $4,500.00.

C. Construction Phase: Based on the scope of services for the construction phase, our fee will be a lump sum amount of $5,000.00. *The scope of this phase is limited due to the City preparing and executing all of the necessary progress documents including work*

order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.

D. Additional Services: For the accomplishment of the selected additional services, we propose that our compensation be based on the project scope and include the following Lump Sum Fees.

1. Topographical Surveys: Based on the scope of services, our fee will be a lump sum amount of $95,000.00.

2. Clean and Televise Sanitary Sewer: Based on the scope of services, our fee will be a lump sum amount of $190,000.00.

If this proposal meets with your approval, please execute both copies (in the space provided below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Vice President

JCF/msc

Enclosure (s)

Proposal Accepted By:
CITY OF CONROE

Mayor Jody Czajkoski

By: _____

Name: _____

Date: _____

713.450.1300
TBPELS F-1386
TBPELS 10110501
www.LJA.com
11821 East Freeway, Suite 360, Houston, Texas 77029

ATTACHMENT B

STANDARD RATE SCHEDULE

Staff, Non-Principal Personnel Charges
Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.5.

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, currently 40% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range

	Lowest	Highest
Department Head (VP, Dept. Manager, Sr. PM)	$50.00	$120.00
Project Manager	$40.00	$90.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	$30.00	$80.00
Sr. Planner	$45.00	$90.00
Planner	$25.00	$70.00
Sr. Landscape Architect	$35.00	$70.00
Landscape Architect	$25.00	$60.00
Designer	$20.00	$65.00
Resident Project Representative	$25.00	$55.00
GIS Developer	$30.00	$70.00
GIS Analyst	$20.00	$45.00
Survey Technician	$24.00	$60.00
Project Surveyor	$33.00	$70.00
CADD Operator (CADD Technician)	$15.00	$55.00
Clerical (Construction Admin. Assistant)	$15.00	$50.00

CADD System
CADD system will be billed at a rate of $25.00/hour plus operator time.

Principals
Principals will be billed at a rate of $250.00/hour.

Senior Consultants
Senior consultants will be billed at a rate of $300.00/hour.

Expert Witness
Expert witness and certificate (merit or lender) duties will be billed at a rate of $500.00/hour.

Surveying Services
Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

One-Man Survey Crew	$125.00/Hour
Two-Man Survey Crew	$155.00/Hour
Three-Man Survey Crew	$185.00/Hour
Four-Man Survey Crew	$225.00/Hour

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Survey / Project representative vehicle mileage will be charged at a rate of $0.73 per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any such tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

CITY OF CONROE
CAPITAL IMPROVEMENT PROGRAM
SANITARY SEWER REHABILITATION
RIVERSHIRE SUBDIVISION

ITEM NO.	DESCRIPTION AND UNIT BID PRICE (IN WORDS)	UNIT	APPROX. QTY	UNIT PRICE (IN FIGURE)	EXTENSION (IN FIGURE)
1	Mobilization (max. 5% of Construction Amount) (Schedule of Values Req'd.)	LS	1	**$200,000.00**	**$200,000.00**
2	Traffic Handling and Work Zone Safety, Complete in Place (Schedule of Values Req'd.)	LS	1	**$30,000.00**	**$30,000.00**
3	Sewer Rehab (Pipe Burst) (6-In to 8-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	670	**$35.00**	**$23,450.00**
4	Sewer Rehab (Pipe Burst) (8-In to 8-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	33,440	**$35.00**	**$1,170,400.00**
5	Sewer Rehab (Pipe Burst) (10-In to 12-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	5,125	**$45.00**	**$230,625.00**
6	Sewer Rehab (Pipe Burst) (12-In to 12-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	2,105	**$45.00**	**$94,725.00**
7	Sewer Rehab (Pipe Burst) (16-In to 18-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	65	**$65.00**	**$4,225.00**
8	Sewer Rehab (Pipe Burst) (18-In to 18-In) (HDPE DR 19) (All Depths), Including Cleaning, Complete in Place	LF	2,115	**$65.00**	**$137,475.00**
9	San Sewer Manhole (Pre-Cast), 4-Foot Diameter (10-Ft Depth or Less), Complete in Place	EA	5	**$8,000.00**	**$40,000.00**
10	San Sewer Manhole (Fiberglass), 4-Foot Diameter (10-Ft Depth or Less), Complete in Place	EA	5	**$8,000.00**	**$40,000.00**
11	Re-Connect San Sewer Service Same Side of Street or Backyard Easement, Short Side (All Sizes), Including Service Leads and Cleanout, Complete in Place	EA	585	**$1,000.00**	**$585,000.00**
12	Re-Connect San Sewer Service Across the Street, Long Side (All Sizes), Including Service Leads and Cleanout, Complete in Place	EA	50	**$1,800.00**	**$90,000.00**
13	Remove San Sewer Cleanout (6-In), Complete in Place	EA	5	**$1,500.00**	**$7,500.00**
14	San Sewer Manhole Adjustment, Complete in Place	EA	10	**$1,500.00**	**$15,000.00**
15	San Sewer Manhole Reconstruction, Cementicious Lining, w/ Testing, (251 MHs - Avg 10-Ft per MH)Complete in Place	VF	2,510	**$185.00**	**$464,350.00**
16	Remove and Replace Manhole Frame and Cover, Including Set of Adjustment Rings, for Rehabilitated Manholes, Complete in Place	EA	251	**$1,200.00**	**$301,200.00**
17	Remove Existing Sanitary Sewer Manhole and All Appurtenances Not to be Utilized in Final Configuration, Complete in Place	EA	5	**$1,250.00**	**$6,250.00**
18	Cleaning and CCTV Inspection (Post Installation) (All Pipe Sizes), Complete in Place	LF	43,520	**$2.00**	**$87,040.00**
19	Temporary Sewer Bypass, Including Bypass Plan (Signed and Sealed), Set Up, Maintenance, Monitoring, and Removal, Complete in Place	LS	1	**$50,000.00**	**$50,000.00**

CITY OF CONROE
CAPITAL IMPROVEMENT PROGRAM
SANITARY SEWER REHABILITATION
RIVERSHIRE SUBDIVISION

ITEM NO.	DESCRIPTION AND UNIT BID PRICE (IN WORDS)	UNIT	APPROX. QTY	UNIT PRICE (IN FIGURE)	EXTENSION (IN FIGURE)
20	Rehab (8-In) San Sewer (CIPP Method), When Approved by City, Complete in Place	LF	500	**$40.00**	**$20,000.00**
21	Rehab (10-In) San Sewer (CIPP Method), When Approved by City, Complete in Place	LS	200	**$50.00**	**$10,000.00**
22	Rehab (12-In) San Sewer (CIPP Method), When Approved by City, Complete in Place	LS	200	**$60.00**	**$12,000.00**
23	Rehab (16-In) San Sewer (CIPP Method), When Approved by City, Complete in Place	LS	40	**$70.00**	**$2,800.00**
24	Rehab (18-In) San Sewer (CIPP Method), When Approved by City, Complete in Place	LS	200	**$75.00**	**$15,000.00**
25	Install San Sewer (8-In, PVC SDR-26), Open Cut, All Depths, Including Removal of Existing Pipe, Bedding and Backfill, When Approved by City, Complete in Place	LF	500	**$135.00**	**$67,500.00**
26	Install San Sewer (12-In, PVC SDR-26), Open Cut, All Depths, Including Removal of Existing Pipe, Bedding and Backfill, When Approved by City, Complete in Place	LF	100	**$175.00**	**$17,500.00**
27	Install San Sewer (18-In, PVC SDR-26), Open Cut, All Depths, Including Removal of Existing Pipe, Bedding and Backfill, When Approved by City, Complete in Place	LF	100	**$225.00**	**$22,500.00**
28	Mechanical Cleaning, Including Removal of Roots and Tuberculation, When Approved by City, Complete in Place	LS	2,000	**$40.00**	**$80,000.00**
29	Trench Safety System Per TXDOT Item 402, Complete in Place	LF	1,000	**$4.00**	**$4,000.00**
30	Point Repair (All Depths) (12-In and Smaller) (Min. 10-Ft) When Approved by City, Complete in Place	EA	40	**$2,000.00**	**$80,000.00**
31	Cut and Restore Pvm't or Driveway (Conc), When Approved by City, Complete in Place	SY	200	**$180.00**	**$36,000.00**
32	Cut and Restore Pvm't or Driveway (Asph), When Approved by City, Complete in Place	SY	200	**$135.00**	**$27,000.00**
33	Remove and Replace Existing Chain-Link Fence, Including Connection to Existing Fence, When Approved by City, Complete in Place	LF	500	**$30.00**	**$15,000.00**
34	Remove and Replace Existing Wood Fence, Including Connection to Existing Fence, When Approved by City, Complete in Place	LF	1,000	**$30.00**	**$30,000.00**
35	Remove and Replace Existing Ornamental Iron Fence, Including Connection to Existing Fence, When Approved by City, Complete in Place	LF	500	**$50.00**	**$25,000.00**
36	Block Sod Establishment, Per TXDOT Item 162, When Approved by City, Complete In Place	SY	1,000	**$10.00**	**$10,000.00**
37	Owner's Utility Contingency - Determined By The City	LS	1	**$50,000.00**	**$50,000.00**

SubTotal Estimated Construction Cost	**$4,101,540.00**
Contingency (15%)	**$615,231.00**
Probable Construction Cost	**$4,716,771.00**

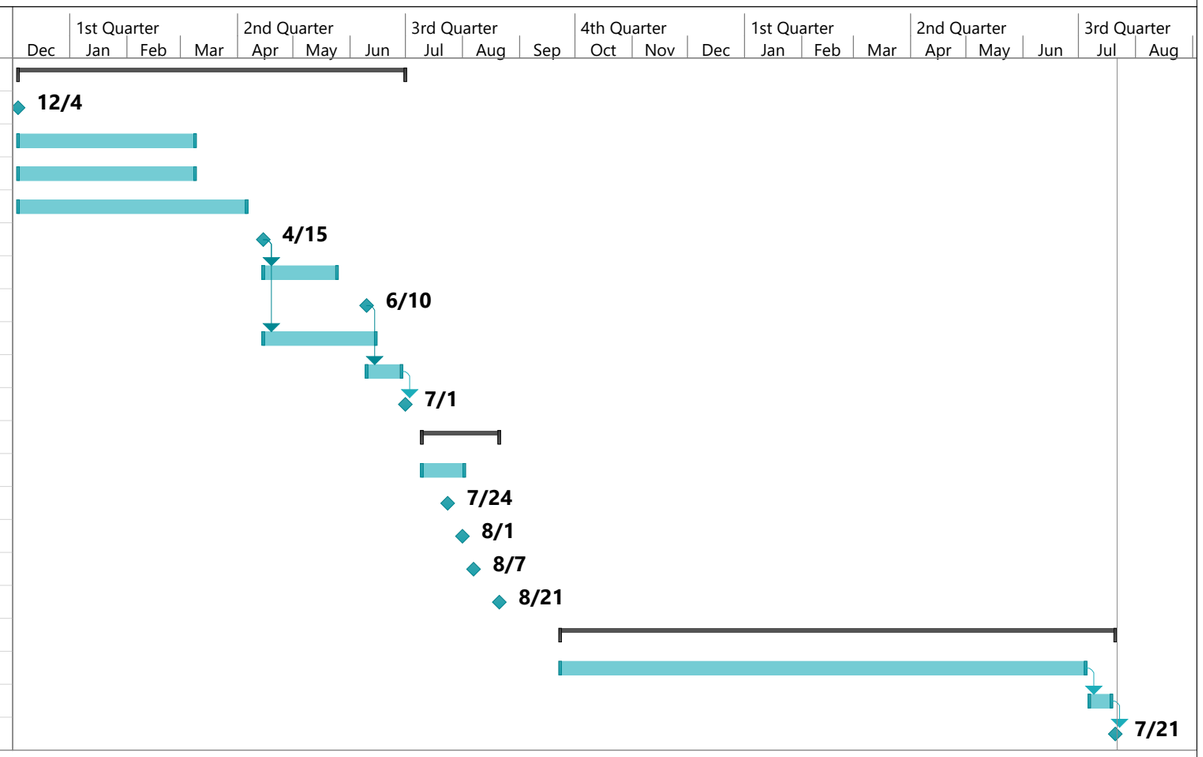
CITY OF CONROE
CAPITAL IMPROVEMENT PROGRAM
SANITARY SEWER REHABILITATION
RIVERSHIRE SUBDIVISION

ITEM NO.	DESCRIPTION AND UNIT BID PRICE (IN WORDS)	UNIT	APPROX. QTY	UNIT PRICE (IN FIGURE)	EXTENSION (IN FIGURE)
	Basic Engineering Fee				**$324,500.00**
	Preliminary / 50% Design Phase			Lump Sum	$157,500.00
	90% / Final Design Phase			Lump Sum	$126,000.00
	Final Comments Phase			Lump Sum	$31,500.00
	Bidding Phase (Capped at $4,500.00 due to limited scope)			Lump Sum	$4,500.00
	Construction Phase (Capped at $5,000.00 due to limited scope)			Lump Sum	$5,000.00
	Additional Services Fees				**$285,000.00**
	Project Survey (Limited to Only Manholes)			Lump Sum	$95,000.00
	Clean and Televise Sanitary Sewer (3rd Party Subconsultant)			Lump Sum	$190,000.00
	Total Estimated Engineering & Additional Services Fees				**$609,500.00**
	Total Probable Project Cost				**$5,326,271.00**

City of Conroe
Capital Improvement Program
Sanitary Sewer Rehabilitation
Rivershire Subdivision

City Project No. 2024-11

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Preliminary and Design Phase**	**150 days**	**Mon 12/4/23**	**Mon 7/1/24**	
2		Notice to Proceed	0 days	Mon 12/4/23	Mon 12/4/23	
3		Topographic Surveys	70 days	Mon 12/4/23	Fri 3/8/24	
4		Clean and Televise Sanitary Sewer	70 days	Mon 12/4/23	Fri 3/8/24	
5		50% Review / Submittal	90 days	Mon 12/4/23	Fri 4/5/24	
6		50% Plan Review Meeting	0 days	Mon 4/15/24	Mon 4/15/24	
7		90% Review / Submittal	30 days	Mon 4/15/24	Fri 5/24/24	6
8		90% Plan Review Meeting	0 days	Mon 6/10/24	Mon 6/10/24	
9		TCEQ Review	45 days	Mon 4/15/24	Fri 6/14/24	6
10		Address Final Comments	15 days	Mon 6/10/24	Fri 6/28/24	8
11		100% Submittal	0 days	Mon 7/1/24	Mon 7/1/24	10
12		**Bidding Phase**	**30 days**	**Wed 7/10/24**	**Wed 8/21/24**	
13		Advertisement	17 days	Wed 7/10/24	Thu 8/1/24	
14		Mandatory Pre-Bid Conference	0 days	Wed 7/24/24	Wed 7/24/24	
15		Bid Opening	0 days	Thu 8/1/24	Thu 8/1/24	
16		Bid Evaluation Meeting	0 days	Wed 8/7/24	Wed 8/7/24	
17		Bid Award (Council Meeting)	0 days	Wed 8/21/24	Wed 8/21/24	
18		**Construction Phase (300 CD)**	**215 days**	**Mon 9/23/24**	**Mon 7/21/25**	
19		Construction	205 days	Mon 9/23/24	Fri 7/4/25	
20		Substantial Walkthrough / Punchlist	10 days	Mon 7/7/25	Fri 7/18/25	19
21		Final Construction Completion	0 days	Mon 7/21/25	Mon 7/21/25	20



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Rehab - Rivershire Subdivision

Project Code: TBD **Rank:** 01

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Rivershire Subdivision

Project Summary: The scope of this project is to rehab approximate 41,260 linear feet of sewer line of variable size from 6" to 24" using trenchless method, including manhole rehabilitation or replacement in the Rivershire Neighborhood Area.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	5,000,000	-	-	-	-	-	5,000,000
Total Funding Source	**-**	**$5,000,000**	**-**	**-**	**-**	**-**	**-**	**$5,000,000**
Expenditure								
Improvements >$10,000	-	5,000,000	-	-	-	-	-	5,000,000
Total Expenditure	**-**	**$5,000,000**	**-**	**-**	**-**	**-**	**-**	**$5,000,000**

Operating Impacts

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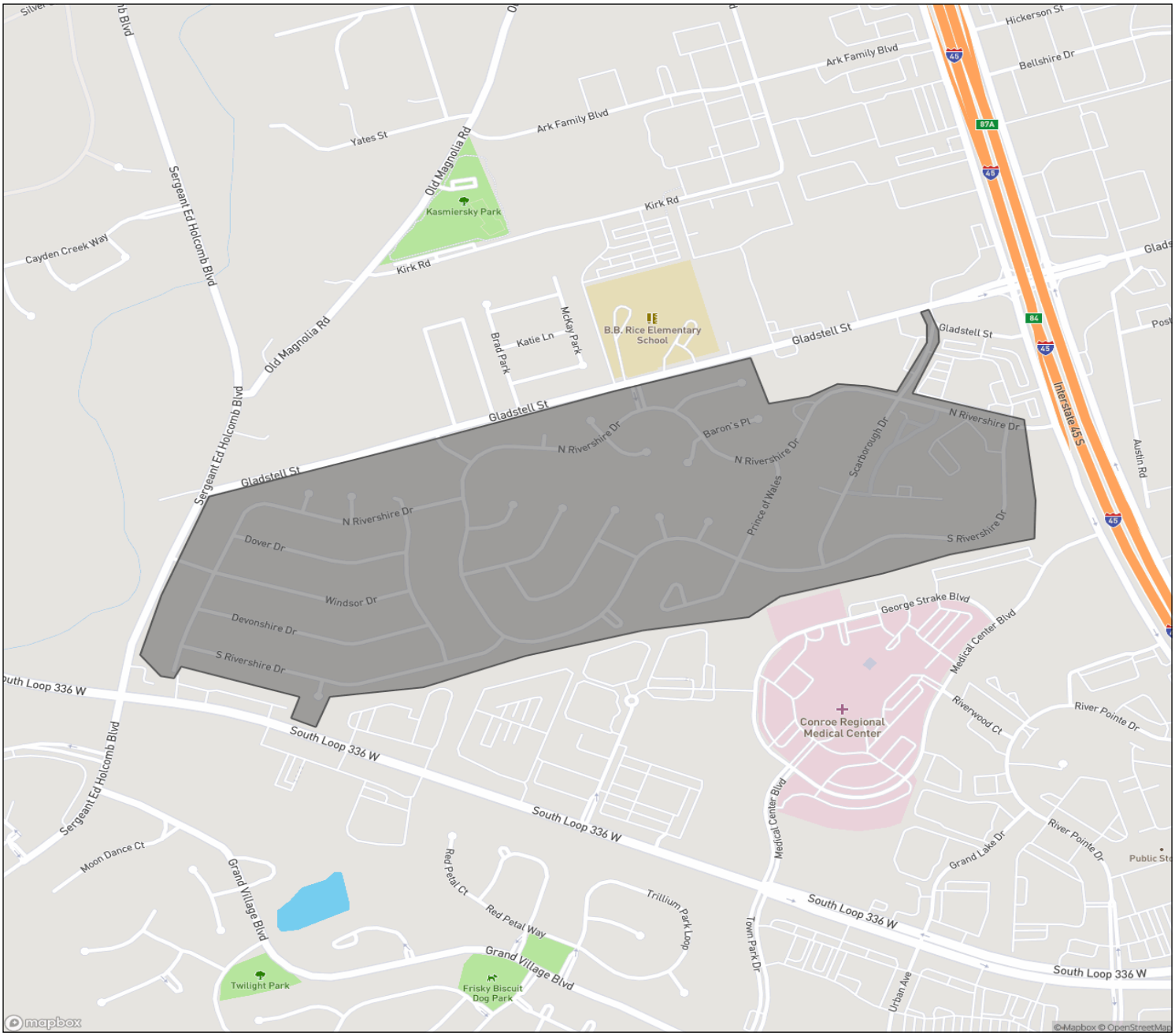
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Rehab - Rivershire Subdivision

Project Code: TBD

Project Type: Sewer

Project Map:



Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Other

CITY OF CONROE

C. Bogert

Joint Meeting: No Joint Meeting

Description
Discuss the construction quantity reconciliation items for the Street Rehab - Tanglewood/Briarwood Phase 1B project.

Summary/Recommendation
The increased quantities are due to unstable subgrade conditions that did not show up in the geotechnical study, increased quantity for the concrete pavement pay item, and field adjustment to improve drainage in specific areas. Staff recommends the approval of this item in the amount of $381,851.46. This expenditure will be funded by savings from other Capital Improvement Projects.

1. Is the request necessary?
Yes to reconcile final quantities for the project.

2. Why was the item not budgeted in the normal budget process?
This was budgeted during the regular process. There were necessary field adjustments.

3. Why can a transfer not be made within the department?
This is a capital expense. Use funds from project I06 (601).

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $381,851.46	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	381,851.46					381,851.46
Total	**$381,851.46**	**$**	**$**	**$**	**$**	**$381,851.46**
Net Impact	**($381,851.46)**	**$**	**$**	**$**	**$**	**($381,851.46)**

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

The Director of Finance certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

Fiscal Impact

Expenditure Amount: $381,851.46
Revenue Amount: $0
Account Number: 601-8060-9030 I32-XP
Budget Amendment Required Y/N: Y
Financial Review Complete: CS

Financial Review Notes:

Attachments

Memo
Final Quantities
Supporting Construction Reports

CITY OF CONROE
Est. 1904

To: Chris Bogert, P.E., Asst. Director of Engineering & Capital Projects/City Engineer

From: Cesar E. Cantu; Engineering Assistant

Date: November 30, 2023

Re: 2022-04 Street Rehab – Tanglewood/Briarwood Ph1B Quantity Clarification

---

This change order is to reconcile quantities in the contract. There are a few pay items listed below that incurred increased quantity due to unknown field conditions.

- Item 13 (6" Concrete Pavement) – It was decided in the field to change Waco Street, W. Austin Street and Carnes Street from Thompson Street to San Jacinto Street from asphalt to concrete after discovering that under existing asphalt the roads had concrete.
- Item 5 & 33 (Excavation and Cement Stabilized sand) – Existing subgrade was found to be significantly wet Thompson St., San Jacinto St, and Lewis St near the curb. When trying to compact the soil was too wet. As a result, more excavation and cement stabilized sand was required.
- Item 2 & Item 16 (Remove/Replace Concrete Curb & Gutter) – original quantity was based on the condition assessment by Public Works. During construction additional areas where required improvement, and it was decided to replace all curb and gutter from Roberson Street to improve the gutter slopes and minimize low-spots.

There is still enough fund remaining in the CIP budget for this project and will have no impact on overall CIP budget.

CITY OF CONROE - ENGINEERING

Construction Change Order Form

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Project: Street Rehabilitation -Tanglewood Briarwood Phase 1B

Project No.: 2022-04

Date: 11/20/2023

Engineer/Project Manager:	Owner:	Contractor Name, Address & Phone Number:
Cesar E. Cantu Engineering - City of Conroe 700 Metcalf St., Conroe, TX 77301 936-522-3133	Christopher T. Bogert, PE City of Conroe Engineering 700 Metcalf St. Conroe, TX 77301	Mark Schinzler Larry Young Paving, Inc. 1852 Silver Hill Rd Bryan, TX 77807

Contract Origination Date: 9/18/2022

Change Order: 1

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
2	REMOVING CONC. GUTTER OR CURB&GUTTER, Per TxDOT Item 104	$ (13,250.00)	
3	REMOVING CONCRETE PAVING (4" TO 5" TH.)INCLUDING ASPHALT OVERLAY (UP TO 2"),		$ 41,854.54
4	REMOVING CONC. DRIVEWAYS, Per TxDOT Item 104		$ 17,220.00
5	EXCAVATION (ROADWAY), COMPLETE IN PLACE, (DEPTH AS DIRECTED IN THE FIELD) Per		$ 189,176.00
6	BLOCK SOD (WHEN APPROVED BY CITY), Per TxDOT Item 162		$ 11,812.50
7	LIME (HYD, COM, OR QK(SLURRY)),(8%), Per TxDOT Item 265	$ (43,120.00)	
8	LIME TREAT SUBGRADE (6") Per TxDOT Item 265		$ 33,136.00
9	D-GR HOT-MIX ASPHALT (SQ) TY-D PG64-22, Per TxDOT Item 340	$ (89,782.00)	
10	DRIVEWAYS (ASPH) INCLUDING BASE (2" HMAC OVER 6" ASB) (WHEN APPROVED BY	$ (19,800.00)	
11	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6") (WHEN DIRECTED BY CITY), Per TxDOT	$ (45,000.00)	
12	PLANE ASPHALT CONCRETE PAVEMENT (2"), Per TxDOT Item 354	$ (26,292.50)	
13	CONC PVMT (CONT REINF - CRCP)(6"), Per TxDOT Item 360		$ 105,702.00
14	RC PIPE (CL III) (18 IN), COMPLETE IN PLACE, (INCLUDING CONNECTING TO		$ 7,560.00
17	REMOVE STORM PIPE (UP TO 18") (ALL MATERIALS), Per TxDOT Item 496		$ 5,152.00
18	REMOVE STR (INLET), Per TxDOT Item 496	$ (670.00)	
21	CONC CURB & GUTTER (TYPE II), Per TxDOT Item 529		$ 132,545.00
22	CONC CURB (MONO)(TYPE II)(6"), Per TxDOT Item 529		$ 4,335.00
23	DRIVEWAYS (CONC) (6"), Per TxDOT Item 530		$ 154,896.00
24	REFL PAV MRK TY I (W) 24"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE	$ (7.75)	
25	REFL PAV MRK TY I (W) 12"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE		$ 487.50
29	ADJUST WATER VALVES, INCLUDING CONC. PAD, Per Plan Details	$ (2,880.00)	
31	REMOVE AND REPLACE SANITARY SEWER RING AND COVER , (WHEN APPROVED BY	$ (8,800.00)	
32	REMOVE AND REPLACE STORM SEWER RING AND COVER, PER TS 32 (WHEN APPROVED	$ (3,600.00)	
33	EXTRA - CEMENT STABILIZED SAND, COMPLETE IN PLACE (When Approved) (min. unit bid		$ 177,285.52
34	EXTRA - CRUSHED LIMESTONE BEDDING, COMPLETE IN PLACE (WHEN APPROVED BY	$ (65,000.00)	
35	EXTRA - STRUCTURAL CONCRETE, COMPLETE IN PLACE (WHEN APPROVED BY CITY	$ (43,500.00)	
36	UTILITY CONTINGENCY (WHEN APPROVED)	$ (18,750.00)	
37	(SIDEWALK INSTALLATION ITEM) REMOVING CONC (SIDEWALKS) (RAMP)	$ (4,100.60)	
38	(SIDEWALK INSTALLATION ITEM) REMOVING CONC (DRIVEWAYS)		$ 2,352.00
39	(SIDEWALK INSTALLATION ITEM) REMOVING CONC (CURB AND GUTTER)		$ 5,980.00
40	(SIDEWALK INSTALLATION ITEM) REMOVE PVC PIPE (6")	$ (960.00)	
41	(SIDEWALK INSTALLATION ITEM) REMOVE STEEL PLATE	$ (1,200.00)	
42	(SIDEWALK INSTALLATION ITEM) BLOCK SODDING	$ (12,825.00)	
44	(SIDEWALK INSTALLATION ITEM) CONC CURB (TY II)	$ (672.75)	
45	(SIDEWALK INSTALLATION ITEM) EXTENDED CURB (6" TO 36")		$ 37,248.00
46	(SIDEWALK INSTALLATION ITEM) DRIVEWAYS (CONC)	$ (21,054.00)	
47	(SIDEWALK INSTALLATION ITEM) CONC SIDEWALKS (4") W/ COMPACTED BANK SAND	$ (86,056.00)	
50	(SIDEWALK INSTALLATION ITEM) CURB RAMPS (TY 7)		$ 1,300.00
53	(SIDEWALK INSTALLATION ITEM) RELOCATE SM RD SN SUP&AM TY 10BWG	$ (2,340.00)	
54	(SIDEWALK INSTALLATION ITEM) WATER VALVE ADJUSTMENT	$ (4,320.00)	
55	(SIDEWALK INSTALLATION ITEM) WATER METER RELOCATION	$ (10,000.00)	
56	(SIDEWALK INSTALLATION ITEM) REMOVE TREE 6" CALIPER		$ 1,050.00
57	TREE /BRUSH TRIMMING	$ (5,600.00)	
58	TREE REMOVAL (UP TO 36")	$ (5,460.00)	
59	CONSTRUCT NEW POLYETHYLENE TUBING SERVICE CONNECTION (3/4-INCH TO 2-INCH),	$ (7,650.00)	

60	SANITARY SEWER SERVICE REPAIR (WHEN APPROVED BY CITY)	$ (4,550.00)	
	Total	$ (547,240.60)	$ 929,092.06

(Use attachement for additional entries)

CITY OF CONROE - ENGINEERING

Construction Change Order Form

Change in Construction Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 4,129,244.25	Original Contract Time in Days:	210
Cumulative Previous	$ -	Net Change from Previous Change Order(s) in Days	22
Contract Price Prior to this	$ 4,129,244.25	Contract Time Prior to this Change Order in Days	210
Net Increase/Decrease of	$ 381,851.46	Net Increase/Decrease of this Change Order in Days:	0
Contract Price with All	$ 4,511,095.71	Contract Time with All Approved Change Orders in	232
Cumulative Percent Change	9.25%	Construction Start Date:	9/18/2022
Construction Contract Excuted Date:	12/5/2022	Construction Contract End Date:	11/20/2023

Owner	Engineering Depatment	Engineer/Project Manager	Contractor
Christopher T. Bogert, PE City of Conroe Engineering 700 Metcalf St. Conroe, TX 77301		Cesar E. Cantu Engineering Assistant	Mark Schinzler General Manager
Owner's Signature	City Engineer's Signature	Engineer/ Project Manager's Signature	Contractor's Signature

Justification for Change Order

Reconciliation of quantities to show actual usage

2022-04 Tanglewood/Briarwood 1B-Street Rehab

77301

Date Tue 02/28/2023 **Job #** 2022-04 **Prepared By** Ruben Montiel

Weather

6:00 AM	12:00 PM	4:00 PM
58°	78°	85°
Overcast	**Clear**	**Clear**
Wind: 0 MPH | Precipitation: .0" | Humidity: 96%	Wind: 8 MPH | Precipitation: .0" | Humidity: 58%	Wind: 14 MPH | Precipitation: .0" | Humidity: 48%

General Notes

1. Crews set cement stabilized sand at every utility pole as instructed by Consolidated along San Jacinto.

   Also, Contractor exposed some of the wet spots where there could possibly be sewer service leakage. Nothing leaks were found.

   Ruben Montiel | 02/28/23 | 06:07PM















Survey

Questions	N/A	No	Yes	Description

1. Did weather cause any delays?	☐	☑	☐
2. Any schedule delays occur?	☐	☑	☐
3. Any dry utility representatives on site?	☐	☑	☐



I, Ruben Montiel, have reviewed and completed this report.

Ruben Montiel | 02/28/23 | 06:04PM

2022-04 Tanglewood/Briarwood 1B-Street Rehab

77301

Date Thu 03/23/2023 **Job #** 2022-04 **Prepared By** Ruben Montiel

Weather

6:00 AM	12:00 PM	4:00 PM
69°	78°	83°
Overcast	**Partially cloudy**	**Partially cloudy**
Wind: 8 MPH | Precipitation: .0" | Humidity: 96%	Wind: 18 MPH | Precipitation: .0" | Humidity: 64%	Wind: 18 MPH | Precipitation: .0" | Humidity: 53%

General Notes

1. Crews are clearing ground on North San Jacinto from Austin Street to Waco Street to do proof roll and will be laying cement stabilized sand to begin forming for concrete pour on roadway.
   Ruben Montiel | 03/23/23 | 05:39PM











Survey

Questions	N/A	No	Yes	Description
1. Did weather cause any delays?	☐	☑	☐	

2. Any schedule delays occur?	☐	☑	☐
3. Any dry utility representatives on site?	☐	☑	☐



I, Ruben Montiel, have reviewed and completed this report.

Ruben Montiel | 03/23/23 | 05:39PM

2022-04 Tanglewood/Briarwood 1B-Street Rehab

77301

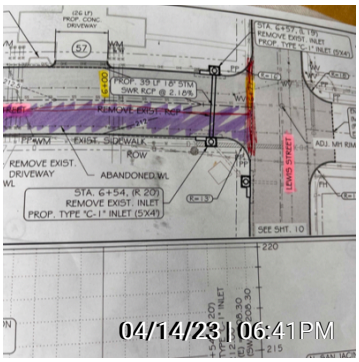
Date Fri 04/14/2023 **Job #** 2022-04 **Prepared By** Ruben Montiel

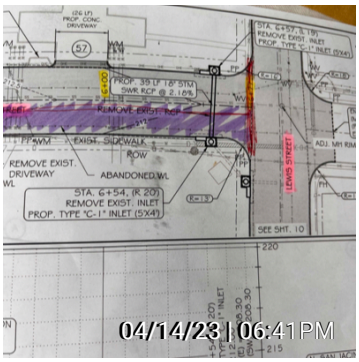
Weather

6:00 AM	12:00 PM	4:00 PM
52°	77°	78°
Clear	**Overcast**	**Partially cloudy**
Wind: 0 MPH | Precipitation: .0" | Humidity: 97%	Wind: 10 MPH | Precipitation: .0" | Humidity: 64%	Wind: 14 MPH | Precipitation: .0" | Humidity: 68%

General Notes

1. Crews are forming and pouring from station 5+50 to station 6+77 sheet 22
   Ruben Montiel | 04/14/23 | 07:52PM











Survey

Questions	N/A	No	Yes	Description
1. Did weather cause any delays?	☐	☑	☐	

2. Any schedule delays occur?	☐	☑	☐
3. Any dry utility representatives on site?	☐	☑	☐



I, Ruben Montiel, have reviewed and completed this report.

Ruben Montiel | 04/14/23 | 06:45PM


CAUTION CAUTION





CITY OF CONROE

Workshop

Item Type: Bid Award

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the bid award for the Traffic Signal - SH 75 at FM 830/Seven Coves Road project.

Summary / Recommendation

The scope of the project includes the conversion of an existing span wire traffic signal to mast-arm with pedestrian crossing components, including pavement markings, traffic sign removals and installation with minor pavement and concrete work. On November 16, 2023, the City Secretary's office received four bids. All bids were reviewed and scored by the Committee. Staff recommends approval to Statewide Traffic Signal Company in the amount of $455,648.08 to be substantially complete in 230 days.

Fiscal Impact

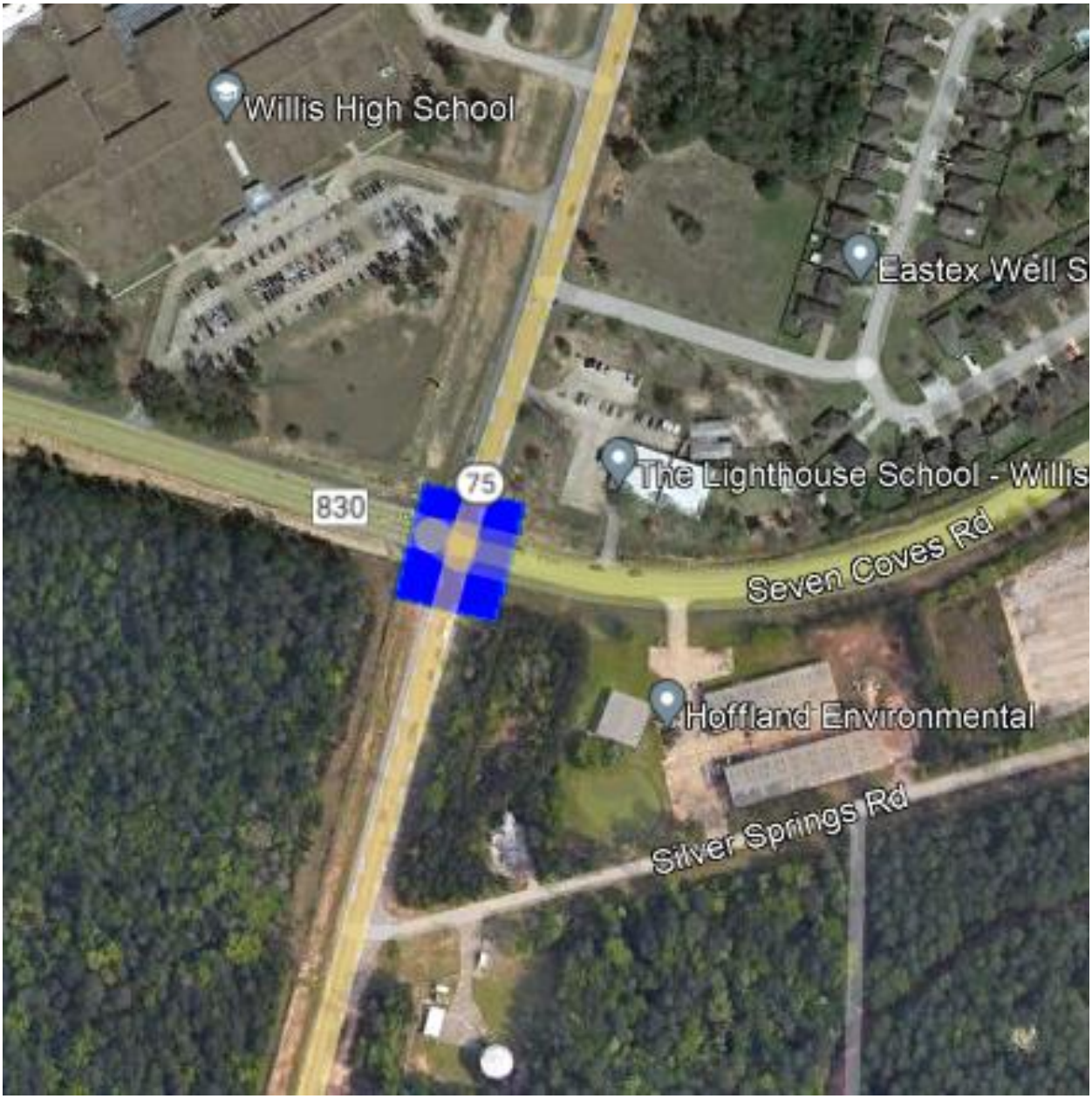
Expenditure Amount: $455,648.08
Revenue Amount: $0
Account Number: TBD-project code
Budget Amendment Required Y/N: Y
Financial Review Complete: CS
Financial Review Notes:

Budget will come from: 602 unallocated project savings=$71,399 605-8070-9030-G94=$116,998 606-8070-9030-G95=$267,251.08

Attachments

Map
Bid Tabulation

Traffic Signal Improvement
SH 75 N at FM 830/Seven Coves Road



CITY OF CONROE ENGINEERING **Traffic Signal - SH 75 at FM 830/Seven Coves Road**	**Statewide Traffic Signal Company**	**Third Coast Services**	**Traffic Systems Construction, Inc.**	**Petra Construction**
Base Bid:	$ 391,248.08	$ 444,192.50	$ 449,678.30	$ 677,170.00
Spare Items:	$ 64,400.00	$ 64,381.00	$ 71,850.00	$ 135,200.00
Total Bid:	$ 455,648.08	$ 508,573.50	$ 521,528.30	$ 812,370.00
Days:	230	160	265	180
Score:	85	84	72	56

Best Value: Statewide Traffic Signal Company

CITY OF CONROE

Workshop

Item Type: Bid Award

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the proposal from HTS for the Lake Conroe Forest Phase 1 Street Rehab project.

Summary / Recommendation

The scope of the work is for construction material testing and inspection services for the Lake Conroe Forest Phase 1 Street Rehab project. Staff recommends the approval of the proposal in the amount of $52,299 to HTS, Inc. Consultants.

Fiscal Impact

Expenditure Amount:	$52,299
Revenue Amount:	$0
Account Number:	606-8060-9030 I33-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Proposal
CIP Sheet

HTS, Inc. Consultants
416 Pickering Street, Houston, TX, 77091
www.htshouston.com

Phone 713-692-8373
Fax 713-692-8502
Toll Free 1-800-692-TEST

Excellence in Engineering, Consulting, Testing and Inspection

November 7, 2023

HTS Proposal No. 23-20-2646

REVISED
1:07 pm, Nov 29, 2023

City of Conroe
PO BOX 3066
Conroe, TX 77304

Attn: Mr. Chris Bogert, P.E.

RE: Cost Estimate for
Construction Materials Testing Services
Street Rehab - Lake Conroe Forest PH 1
Project No. 2022-01

Dear Mr. Bogert, P.E.:

1.0 INTRODUCTION

HTS, Inc. Consultants appreciates the opportunity to present this proposal to City of Conroe to provide Construction Materials Testing at the above referenced site.

2.0 SCOPE OF WORK

It is our understanding that construction materials testing and inspection services will include the following services:

- sampling and testing for moisture density properties,
- compressive strength of cement stabilized sand,
- sampling and testing of bedding, and backfill,
- inspection and testing of in place paving subgrade stabilization,
- inspection and testing of stabilized soil or base,
- inspection and testing of Hot Mixed Asphaltic Concrete
- inspection and testing of fresh concrete, and
- compressive strength testing of concrete test cylinders (7 and 28 days).

3.0 ESTIMATED COST

HTS proposed estimate cost to complete the scope of work as defined above is **$52,299.00**. The estimate is based on the best possible weather and progress for this project. If estimate is not adequate to cover all necessary testing, additional funds will be requested and testing will not progress without authorization from the client. Fees for our services will be charged based on the unit rates provided in the attached fee schedule. Any additional or unforeseen testing required will be charged based on our standard HTS, Inc. Consultants fee schedule.

4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal and your approval of our proceeding with the work may be indicated by your signing this proposal. We request that an executed copy of the proposal be provided to HTS.

If you have any questions or require additional information, please contact me at your convenience at (713) 692-8373.

Sincerely,
HTS, Inc. Consultants

Mr. John Territo, III
Vice President CMT
Construction Services

COST ESTIMATE FOR
Street Rehab - Lake Conroe Forest PH 1
Project No. 2022-01

Description of Services	Qty	ASTM	TxDOT	Rate	Unit	Price
Asphalt						
Extraction and Gradation	15	D2172, C136		$ 203.00	Each	$ 3,045.00
Stability, HVEEM, Asphalt, Set of 3	15	D1559		$ 104.00	Set	$ 1,560.00
Bulk Density of Core	45		Tex207F	$ 59.00	Each	$ 2,655.00
Molding of Specimens, Lab or Field, Set of 3	15	D1580		$ 69.00	Set	$ 1,035.00
Specific Gravity, Maximum Theoretical	15			$ 99.00	Each	$ 1,485.00
				Sub-total for Asphalt		*$ 9,780.00*
Concrete						
Cylinder Test, Compressive Strength	120	C39		$ 20.00	Each	$ 2,400.00
				Sub-total for Concrete		*$ 2,400.00*
Personnel						
Technician, Non- Certified (4 Hr. Minimum)	420			$ 60.00	Hour	$ 25,200.00
Technician, Non- Certified OT	33			$ 90.00	Hour	$ 2,970.00
Vehicle / Trip Charge	65			$ 70.00	Day	$ 4,550.00
				Sub-total for Personnel		*$ 32,720.00*
Soil						
Atterberg Limits, Liquid and Plastic	4	D4318		$ 65.00	Each	$ 260.00
Percent Passing No. 200 Sieve	4	D1140		$ 55.00	Each	$ 220.00
OMD Lime/Cement Stabilized Soil Compaction	3	D698, D558, D1557		$ 245.00	Each	$ 735.00
OMD Standard Compaction	4	D698		$ 221.00	Each	$ 884.00
Compressive Test of Cement Stabilized Sand, Set of 4	10	D1632, D1633		$ 250.00	Set	$ 2,500.00
Nuclear Density Gauge Rental	40			$ 70.00	Each	$ 2,800.00
				Sub-total for Soil		*$ 7,399.00*

HTS CONSULTANTS

COST ESTIMATE FOR
Street Rehab - Lake Conroe Forest PH 1
Project No. 2022-01

Total Cost Estimate $ 52,299.00

Presented by:
HTS, Inc. Consultants

Mr. John Territo, III
Vice President CMT
11/7/2023

Accepted by:
City of Conroe

Signature

Title

COST ESTIMATE FOR
Street Rehab - Lake Conroe Forest PH 1
Project No. 2022-01

Contract Terms and Conditions

This proposal will remain in effect for six (6) months from the issue date. If the proposal has been approved and return to HTS within the above time period; the rates listed shall be effective for one (1) year. If the project has not commenced in that time period HTS will issue a revised proposal for approval.

Field Engineer and Technician overtime rates of 1-1/2 times the standard rate will be charged for time in excess of eight (8) hours per day and/or all hours worked on Saturday, Sunday, and/or Holidays.

For Field Testing/inspection services requiring the use of a vehicle for travel to and from the job site, use on the job site, or other project related travel; a $70.00 vehicle/day will be charged; unless otherwise stated in the proposal Cost Estimate.

All testing/inspection result reports requiring a Professional Engineer's review and/or seal will be charged at the "Project Engineer, PE" hourly rate with a time charge of .10 hours per report; unless otherwise stated in the proposal Cost Estimate. Prices for testing/inspection services not listed herein, will be furnished upon request and will require a "change order" to be approved, prior to any additional testing/inspection services.

HTS will provide testing/inspection result reports to all person(s) as requested by the client. No person(s) and/or Company(ies) shall receive testing/inspection result reports copies unless authorized, in advance, by the Client. Exception to this statement: copies of cement/concrete compressive strength result reports shall be sent to the Cement/Concrete Supplier for use in Mix Design approval. Should the Client not wish for this information to be shared with the Cement/Concrete Supplier; they will need to notify the HTS Project Manager in writing.

HTS shall send an invoice; itemized by line item with back-up copies of testing/inspection result reports, in "hard copy", to the Client monthly. Should the Client need said invoice to be "electronic", that request will need to be sent, in writing to the HTS Project Manager. HTS, will continue to send the "hard copy" unless notified by the Client.

Invoice payment will be required "NET 60"; unless otherwise agreed upon under MSA contract. Should payment laps and/or extend to over 90 days, testing/inspection result reports will be held and no further technician dispatching will be allowed until such time as the payment is brought current.

All testing/inspection projects with a total budget of less than $1,000.00 will require an advance credit card authorization and/or advanced payment by check. No testing/inspection result reports will be distributed until payment has been satisfied. HTS accepts MasterCard and Visa only.

HTS will perform ASTM C31, with the exception of field curing. HTS, Inc. will not provide curing, refrigeration, heating, and/or environmental control devices, and boxes unless provided by the Client or his representative or negotiation by contract between the Client and HTS.

To ensure a technician dispatch must be notified by 3PM the day before.

PAYMENT: Submittal of aand payment on invoices shall be consistent with and governed by Chapter 2251, Texas Government Code.

TERMINATION/SUSPENSION: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, the City of conroe shall pay HTS, Inc. Consultants for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

COST ESTIMATE FOR
Street Rehab – Lake Conroe Forest PH 1
Project No. 2022-01

Contract Terms and Conditions (continued)

INSURANCE: HTS, Inc. Consultants will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

INDEMNITY: To the fullest extent permitted by law, HTS, Inc. shall indemnify the City of Conroe from and against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by HTS, Inc. Consultants, HTS, Inc. Consultants' agent, or another entity over which HTS, Inc. Consultants exercises control.

GOVERNING LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Montgomery County, Texas and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 1

Project Code: I33 **Rank:** C

Project Type: Streets **Project Manager:** Engineering

Start Date: 2021-10-01 **Completion Date:** 2024-09-30

Location: Lake Conroe Hills - SH 105 to Apache

Project Summary: Mill and hot-mix overlay approximately 16,500 linear feet of asphalt streets for the major roads in the Lake Conroe Forest Subdivision.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Expenditure								
Improvements >$10,000	4,742,000	-	-	-	-	-	-	4,742,000
Total Expenditure	**$4,742,000**	**-**	**-**	**-**	**-**	**-**	**-**	**$4,742,000**

Operating Impacts

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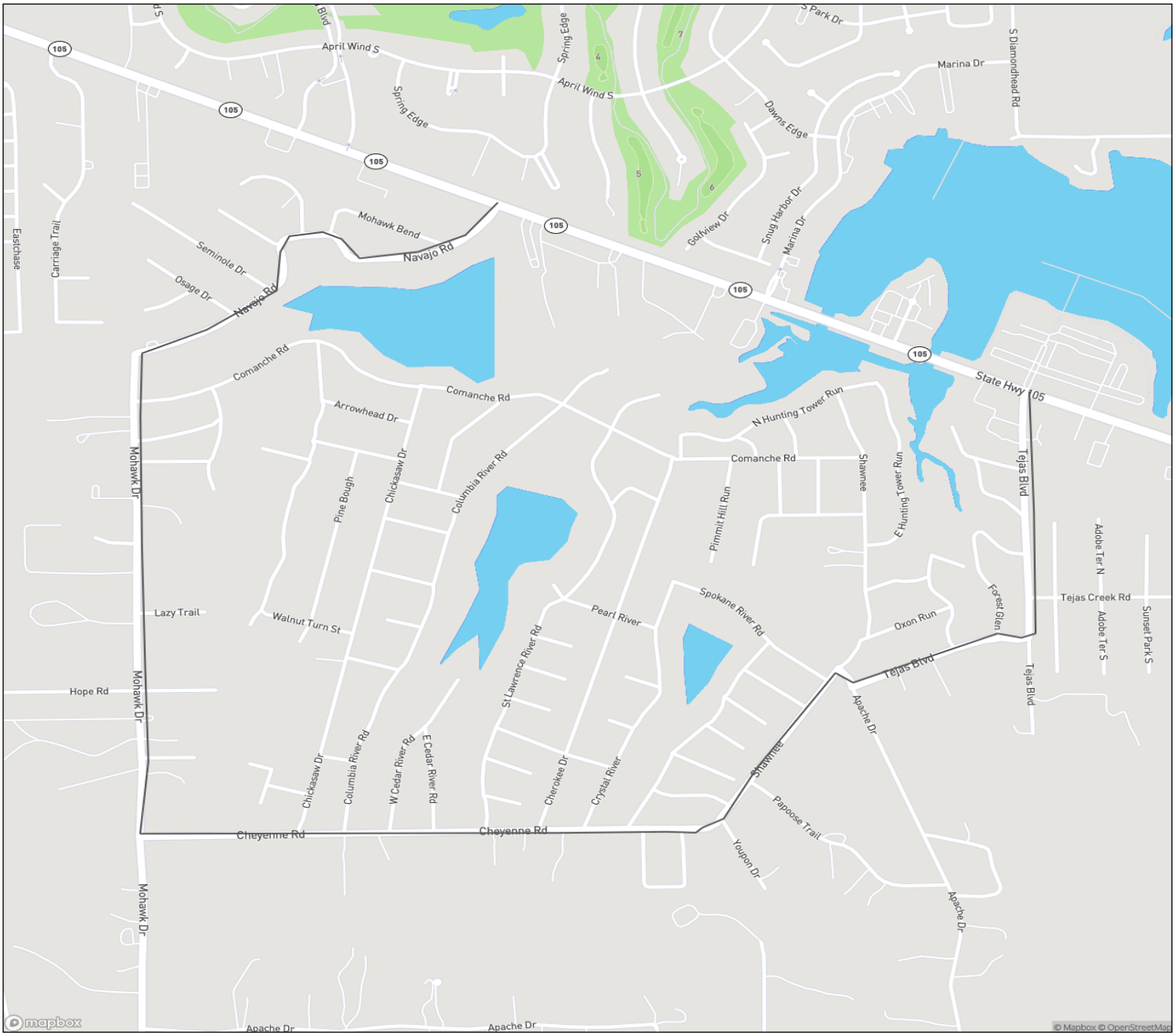
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 1

Project Code: I33

Project Type: Streets

Project Map:



Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Bid Award

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the survey proposal from LJA Engineering for the Lake Conroe Forest Phase 2 Street Rehab project.

Summary / Recommendation

The scope of services is to survey existing project for the City's engineering department to design the rehab project. The survey will provide information on the existing ditch flowlines, culvert crossings, storm structures, pavement, center line of the road, driveways and culverts, right-of-way limits, and property corners. Staff recommends the approval of this proposal in the amount of $149,100.

Fiscal Impact

Expenditure Amount:	$149,100
Revenue Amount:	$0
Account Number:	610-8060-9030 I91-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

LJA Survey Proposal
CIP Sheet

936.777.6797
TBPELS 10194382
www.LJASurvey.com
2014 Airport Road, Suite 100, Conroe, Texas 77301

November 13, 2023
Revised November 22, 2023

REVISED PROPOSAL

City of Conroe
Attn: Brandy Taylor
300 West Davis
Conroe, Texas 77301
ccantu@cityofconroe.org
(936) 522-3000

Re: Professional Surveying Services to provide an As-Built Survey for Lake Conroe Forest Ph 2
LJAS Proposal No.: 23-24791 Rev 1

Dear Brandy Taylor:

LJA Surveying, Inc. (LJAS) is pleased to provide this revised proposal to the City of Conroe ("Client") for professional surveying services of the above referenced site. Based on our understanding of your needs at this time, our services are to provide an as-built exhibit of the Lake Conroe Forest Subdivision as shown in the exhibit provided, showing existing utilities, culverts, pavement, driveways, and ditches.

SCOPE OF SERVICES

LJAS will conduct an as-built survey of the Lake Conroe Forest Subdivision as shown on the attached exhibit provided by the City of Conroe, based on 6.1 miles of street rehab. Scope of work will be as follows:

1. Existing utilities (gas, water, fire hydrant, fiber, power pole, sanitary sewer, etc.). Please contact 811 so they can mark prior to survey. In addition to 811 please contact the following utility companies to mark their lines, C&R Water Supply: Mike Pawalowski 936-856-4199, Water Aqua Texas: 877-987-2782 (Water & Sewer).
2. EXISTING CULVERT CROSSINGS (Material, size, flowline elevation).
3. EXISTING STORM STRUCTURES (Type of structure, size, flow line elevation).
4. EDGE OF PAVEMENT (Every 100 ft. max cross sections and whenever the pavement width and/or directional changes).
5. ELEVATION AT THE CENTERLINE OF THE ROAD (if crowned).
6. EXISTING DRIVEWAYS (pavement type, i.e., concrete, asphalt, gravel, dirt).
7. EXISTING DRIVEWAY CULVERTS (Material, size, flowline elevation).
8. EXISTING DITCH FLOWLINES.
9. DITCH SECTIONS for existing ditch next to 919 N. Hunting Tower Run.
10. ROW LIMITS & TREE LINE FOR CLEARING, as shown on attached exhibit.
11. DEFINE ROW LIMITS WITH PROPERTY CORNERS as shown on attached exhibit.

EXCLUSIONS

The following services are not included in the scope of work for this revised proposal. These services can be added for additional fees, if required:

- Legal description and exhibits for easement acquisition.
- Abstracting of properties.
- Complete Right of Way determination.

DELIVERABLES

Complete AutoCAD file showing topographic data, linework and existing surface of the project area as shown on the exhibit provided.

COMPENSATION

LJAS proposes to provide the scope of services described above for the **lump sum fee of $149,100.00** and if applicable, in accordance with the standard rate schedule – Attachment B. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

STANDARD TERMS AND CONDITIONS

See Attachment A, incorporated herein by reference.

Reimbursable Expenses
Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments
Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty-one (31) days old as well as any costs of collection, including attorney's fees. LJAS reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any sales, excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJAS by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJAS are not subject to such taxes.

If this revised proposal meets with your approval, kindly sign below.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause, and the Client has read and consents to all terms.

If you have any questions, please contact Stephen Matovich, RPLS at 936.777.6802.

APPROVED FOR "CLIENT"
CITY OF CONROE

By:_____

Name:_____

Title:_____

Effective Date:_____

APPROVED FOR "LJAS"
LJA SURVEYING, INC.

By:_____

Name: Heather L. Sides, RPLS, PLS, CFedS

Title: Vice President

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

SM/mf

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent surveyors practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent surveyor. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's services. LJA's fees for the remaining services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the surveying professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a surveying professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary

coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services under this Agreement and on the Project. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA for injury or loss arising from such Conditions.

10. INDEMNITY. To the fullest extent permitted by law, LJA shall indemnify Client from and against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the surveyor's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of a survey will be signed and sealed by a licensed professional prior to re-use. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make

reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended only by a written instrument signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

LJA SURVEYING
936.777.6797
TBPELS 10194382
www.LJASurvey.com
2014 Airport Road, Suite 100, Conroe, Texas 77301

ATTACHMENT B

LJA Surveying, Inc. – Conroe

Standard 2023 Rate Schedule

Classification	Rate
President	$275.00
Vice President	$235.00
Sr. Project Manager	$190.00
Survey Manager	$200.00
Project Manager	$160.00
Geospatial Services Manager	$150.00
Assistant Project Manager	$140.00
Sr. Project Surveyor	$140.00
Project Surveyor	$125.00
Sr. Survey Technician	$120.00
Survey Technician	$110.00
4 Man Survey Crew	$220.00
3 Man Survey Crew	$190.00
2 Man Survey Crew	$165.00
1 Man Survey Crew	$125.00
CAD Technician	$90.00
Clerical	$65.00

Special Equipment and Other Fees

Equipment and direct expenses including delivery, telecom, rental vehicles, and airfare are billed at cost. Sub-consultants will be billed at cost plus 10%.

Survey projects requiring overnight travel will be assessed a $60.00 per diem charge for each crew member.

Mileage

Mileage is billed at $0.73/mile.

Safety and Hazmat Training

Any training required by the client will be billed at cost plus a 15% administrative fee or may be provided by the client.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 2

Project Code: I91 **Rank:** C

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2025-09-30

Location: Lake Conroe Forest Subdivision

Project Summary: The project is to mill and overlay approximately 11 miles of 6" asphalt including drainage improvements.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	248,000	3,490,000	-	-	-	-	3,738,000
Total Funding Source	**-**	**$248,000**	**$3,490,000**	**-**	**-**	**-**	**-**	**$3,738,000**
Expenditure								
Improvements >$10,000	-	248,000	3,490,000	-	-	-	-	3,738,000
Total Expenditure	**-**	**$248,000**	**$3,490,000**	**-**	**-**	**-**	**-**	**$3,738,000**

Operating Impacts

No data found for the selected parameters and user's security permissions.

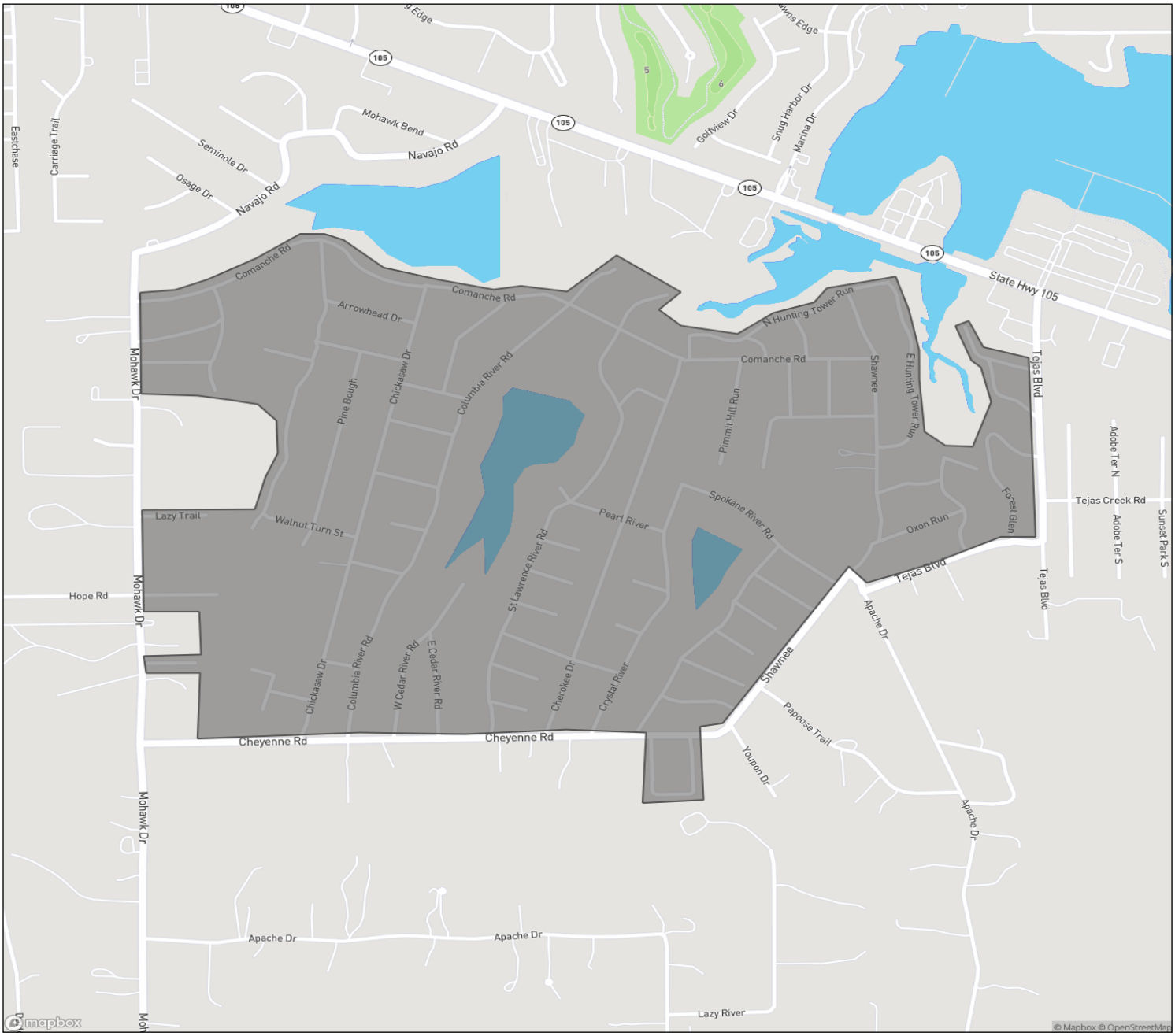
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 2

Project Code: I91

Project Type: Streets

Project Map:



Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Resolution

CITY OF CONROE

Item Type: Resolution

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the 2024 re-appointments to the Houston Galveston Area Council General Assembly and Board of Directors.

Summary / Recommendation

Discuss the Mayor's recommendation to re-appoint Councilmember Howard Wood as the representative and Councilmember Todd Yancey as the alternate to the General Assembly and Board of Directors to the Houston Galveston Area Council for 2024. The resolution is to notify the Executive Director of the designations.

Attachments

Resolution

CERTIFICATE FOR RESOLUTION

I.

On the _____ day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Harry Hardman, Howard Wood, and Marsha Porter** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE GENERAL ASSEMBLY AND BOARD OF DIRECTORS OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

III.

Upon motion of Council Member_____, seconded by Council Member_____, all members present voted for adoption of the Resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this ____ day of December, 2023.

_____
SOCO M. GORJON – City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE GENERAL ASSEMBLY AND BOARD OF DIRECTORS OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

* * * * * * * * * *

WHEREAS, the City of Conroe, Texas, is authorized to hereby designate a representative and an alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2024; and,

WHEREAS, the City Council desires to designate a representative and alternate to the General Assembly and the Board of Directors of the Houston-Galveston Area Council for the year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. That the City Council of the City of Conroe, Texas, does hereby designate HOWARD WOOD as the representative of the General Assembly and Board of Directors of the Houston-Galveston Area Council for the year 2024.

Section 2. That the City Council of the City of Conroe, Texas, does hereby designate Todd Yancey as the alternate representative of the General Assembly and Board of Directors of the Houston-Galveston Area Council for the year 2024.

Section 3. The Executive Director of the Houston-Galveston Area Council is hereby notified of the designation of the hereinabove named representative and alternate.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of _____, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
MICHAEL T. GARNER, Int. City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Resolution

CITY OF CONROE

Item Type: Resolution

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the 2024 re-appointment to the Houston Galveston Area Council - Transportation Policy Council.

Summary / Recommendation

Discuss the annual appointment of the Transportation Policy Council members for 2024. Howard Wood as the primary voting member and Norman McGuire as the alternate voting member.

Attachments

HGAC - TPC Form
Resolution

Annual Appointments to the Transportation Policy Council for January-December 2024

Primary Voting Member:

Name: Howard Wood
Title: City Councilman
Organization: City of Conroe
Mailing Address: 300 West Davis, Conroe, TX 77301
Phone: 936-522-3010
Email Address: hwood@cityofconroe.org; howard@woodforconroe.com
Term Expires: 05/2026

Alternate Voting Member:

Name: Norman McGuire
Title: Asst. City Administrator / Director of Public Works
Organization: City of Conroe
Mailing Address: 401 Sgt. Ed Holcomb Blvd. South, Conroe, TX 77304
Phone: 936-522-3885
Email Address: nmcguire@cityofconroe.org
Term Expires: n/a

Appointing Official:

Signature: _____
Printed Name: Jody Czajkoski
Title: Mayor
Date: December 14, 2023

Please return completed form no later than Friday, December 30, 2023

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

CERTIFICATE FOR RESOLUTION

I.

On the _____ day of December, 2023, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION POLICY COUNCIL OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this ___ day of December, 2023.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION POLICY COUNCIL OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

* * * * * * * * * * *

WHEREAS, the City of Conroe, Texas, is authorized to designate a representative and an alternate representative to the Transportation Policy Council of the Houston-Galveston Area Council for the year 2024; and,

WHEREAS, the City Council desires to designate a representative and an alternate representative to the Transportation of the Houston-Galveston Area Council for the year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. That the City Council of the City of Conroe, Texas, does hereby designate HOWARD WOOD as the representative of the Transportation Policy Council of the Houston-Galveston Area Council for the year 2024.

Section 2. That the City Council of the City of Conroe, Texas, does hereby designate NORMAN MCGUIRE as the alternate representative of the Transportation Policy Council of the Houston-Galveston Area Council for the year 2024.

Section 3. The Executive Director of the Houston-Galveston Area Council is hereby notified of the designation of the hereinabove named representative and alternate.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of December, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
MICHAEL GARNER, Int. City Attorney SOCO M. GORJON, City Secretary

Meeting Date: 12/13/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Resolution

CITY OF CONROE

Item Type: Resolution

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the 2024 re-appointment to the Houston Galveston Area Council - Transportation Advisory Committee.

Summary / Recommendation

Discuss the annual appointment of the Transportation Advisory Committee members for 2024. Jordan Cruz as the primary voting member and Chris Bogert, PE as the alternate voting member.

Attachments

HGAC - TAC Form
Resolution

Annual Appointments for the Transportation Advisory Committee February 2024 – January 2025

Primary Voting Member:

Name: Jordan Cruz
Job Title: City Planner
Organization: City of Conroe
Mailing Address: 300 West Davis Ste. 530, Conroe TX 77301
Phone: 936-522-3600
Email Address: jcruz@cityofconroe.org

Alternate Voting Member:

Name: Chris Bogert, PE
Job Title: Asst. Director of Capital Projects/City Engineer
Organization: City of Conroe
Mailing Address: 700 Metcalf Street, Conroe, TX 77301
Phone: 936-522-3100
Email Address: cbogert@cityofconroe.org

Appointing Official Signature: _____

Printed Name: Jody Czajkoski

Title: Mayor

Date: December 14, 2023

Please return completed form no later than Friday, December 30, 2023

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

CERTIFICATE FOR RESOLUTION

I.

On the _____ day of December, 2023, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION ADVISORY COMMITTEE OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this ___ day of December, 2023.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION ADVISORY COMMITTEE OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2024.

* * * * * * * * * * *

WHEREAS, the City of Conroe, Texas, is authorized to designate a representative and an alternate representative to the Transportation Advisory Committee of the Houston-Galveston Area Council for the year 2024; and,

WHEREAS, the City Council desires to designate a representative and an alternate representative to the Transportation of the Houston-Galveston Area Council for the year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. That the City Council of the City of Conroe, Texas, does hereby designate JORDAN CRUZ as the representative of the Transportation Advisory Committee of the Houston-Galveston Area Council for the year 2024.

Section 2. That the City Council of the City of Conroe, Texas, does hereby designate CHRIS BOGERT, PE as the alternate representative of the Transportation Advisory Committee of the Houston-Galveston Area Council for the year 2024.

Section 3. The Executive Director of the Houston-Galveston Area Council is hereby notified of the designation of the hereinabove named representative and alternate.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of December, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
MICHAEL T. GARNER, Int. City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

Meeting Date: 12/13/2023
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

Workshop

Item Type: Presentation

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss the purchase of four pieces of VERF equipment.

Summary / Recommendation

These four pieces of equipment are approved VERF replacements in departments 1530 & 1540. The Loader replacing E0555 will be purchased through Doggett with a Sourcewell Contract. The Backhoe replacing E0921 and the Gradall replacing E1302 will be purchased through Associated Supply Company, Inc. with a BuyBoard Contract, and the Roller replacing E0513 will be purchased through Ditch Witch with a BuyBoard Contract. Staff recommends approving this purchase.

Fiscal Impact

Expenditure Amount:	$914,618.43
Revenue Amount:	
Account Number:	003-3010-9050
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Equipment Quotes

SALES QUOTATION

DOGGETT

Salesperson: Daniel Harrell
Cell: 346-774-0893
E-mail: daniel.harrell@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	**City of Conroe**	**Make:**	**JOHN DEERE**
Contact:		**Model:**	**544P**
Phone:		**Stock #:**	**N076408**
PO#		**Serial #:**	**00000**
Date:	**11/14/2023**	**Expires:**	**12/14/23**

Year: 2023 — **WHEEL LOADER** — **Hours: NEW**

Quantity	Code	Description	Retail Price
	6030DW	544 P WHEEL LOADER	$234,750.00
	2605	English Decals and Manuals	
	1010	Standard Wheel Loader	
	0924	John Deere PowerTech Engine	
	1520	Automatic Reversing Hydraulic Fan	
	1430	Engine Air Intake System with Centrifugal Precleaner	
	1310	Flat Black Curved Stack	
	1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	
	1217	140 amp Alternator	
	2715	15 Amp Converter	
	7120	Halogen Work and Drive Lights	
	1120	5-Speed Powershift Transmission with Lock-up Torque Converter	
	3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	
	3120	Manual Axle Differential Lock	
	2010	Standard Z-BAR	
	2360	Joystick Controls	
	2403	Three Function Hydraulics	
	1970	Hydrau Hydraulic Fluid	
	2515	Ride Control	
	1905	Standard Cab	
	8450	Cab with Air A/C Charge	
	2220	Deluxe Seat, Cloth with Air Suspension	
	1945	7 inch Monitor with Dedicated Rear Camera Display	
	8310	Standard Exterior Mirrors	
	8360	Standard Radio	
	8240	Rear Camera	
	8298	No Strobe Beacon or Left Beacon Bracket	
	5610	Left Side Steps Only	
	2120	Steering Wheel Only	
	2890	No Payload Scale without Cycle Counter	
	170K	JDLink™	
	5530	Standard Front Fenders	
	4332	Firestone SRG, 20.5-25 16PR L3 Bias Tires with 3pc. Rims	
	8560	Hydraulic Coupler - JRB 416 Pattern	
	8920	3.5 Cu. Yd. Bucket (Coupler only)	
	8860	Bolt-on Cutting Edge	
	5840	No Fork Frame	
	5940	No Tines	
	8220	Rear Hitch and Counterweight	
		Customer ID: 80574	
		Sourcewell Contract: 011723-JDC	
		-	$ -

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:		
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:		
WARRANTY	TYPE	MONTHS	HOURS
	FULL	48	5000

Preventive Maintenance

PM	MONTHS	HOURS
		0

Machine Sale Price	**$234,750.00**
Rental Interest	$0.00
Down Payment	$0.00
TRADE IN + PAYOFF (if applicable)	$0.00
DOC FEES (Non-JD Lender)	$0.00
SUB TOTAL	$234,750.00
DOCUMENT FEES (JDF ONLY)	$0.00
TOTAL Without Tax	**$234,750.00**
Applicable Tax/Insurance	**$0.00**
Total	**$234,750.00**

Financing Options:

Retail Note			*HPY Lease*		*HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
6.15%	12	$20,220.28				
6.55%	24	$10,462.54				
6.65%	36	$7,210.89				
6.75%	48	$5,594.19				
6.85%	60	$4,631.74				
6.99%	72	$4,001.13				

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	ASSOCIATED SUPPLY COMPANY, INC.	**Prepared By:**	TIMOTHY GATES
Address:	6203 LONG DR, HOUSTON TX 77087	**Mobile:**	281-627-5148
Phone:	713-649-0940	**Email:**	TGATES@ASCOEQ.COM
Fax:	713-649-5571		
		Date Prepared:	11/7/2023
Government Agency:	CITY OF CONROE		
Ship To:	CITY OF CONROE 401 SGT ED HOLCOMB BLVD S, CONROE, TX 77304	**Bill To:**	CITY OF CONROE 401 SGT ED HOLCOMB BLVD S, CONROE, TX 77304
Contacts' Name:	JAMES HYMAN	**Phone:**	281-576-2213 Ext 2355
Email:	JHYMAN@CITYOFCONROE.ORG	**Fax:**	
Product Description:	CASE 580N 4WD BACKHOE CAB W/AC & HEAT	**BuyBoard Contract:**	685-22
I. Price List Dated:	4/17/2023	**Base Price:**	$ 127,775.00

II: Base Bid Options (Itemized Below)

12.5/80x18 10PR Sure grip lug	$	958.00	LED Light Package	$	995.00
1-WAY OR 2-WAY AUX & EHOE PKG	$	8,617.00	All Standard Features		Included
Heavy Front CWT, Extndhoe	$	721.00	5Year Telematics Service		Included
Pilot Controls	$	2,286.00			
24" Universal Bucket	$	2,309.00			
Flip Over/Stabilizer Pads	$	783.00			
RC & CS & 3SPL PKG	$	2,950.00			
82" HD Long lip w/cutting	$	2,892.00			
Cab, LH Door w/Heater/AC	$	8,708.00			
Mech Susp, Cloth, w/armrests		Included			
Auto Ride Control		Included			
SUB-TOTAL:	$	30,224.00	**SUB-TOTAL:**	$	995.00
			Options List Price Total:	$	31,219.00
III. SUB-TOTAL OF I & II				$	158,994.00
IV. BuyBoard Discount: 25.00%	$	39,748.50	**BUYBOARD CONTRACT PRICE:**	$	119,245.50
V: NON-BASE OPTIONS			**Non-Base Options (%) =**		0
LOCAL DELIVERY	$	500.00			
FACTORY FREIGHT	$	2,500.00			
PDI	$	700.00			
SUB-TOTAL:	$	3,700.00	**SUB-TOTAL:**	$	-
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)				$	3,700.00
VII: TOTAL IV + VI				$	122,945.50
VIII: QUANTITY ORDERED UNITS:		1		$	122,945.50
IX: ADDITIONAL DISCOUNT(S):					
			TOTAL:	$	122,945.50

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	ASSOCIATED SUPPLY COMPANY, INC.	**Prepared By:**	TIMOTHY GATES
Address:	6203 LONG DR, HOUSTON TX 77087	**Mobile:**	281-627-5148
Phone:	713-649-0940	**Email:**	TGATES@ASCOEQ.COM
Fax:	713-649-5571		
		Date Prepared:	11/7/2023
Government Agency:	CITY OF CONROE		
Ship To:	CITY OF CONROE 401 SGT ED HOLCOMB BLVD S, CONROE, TX 77304	**Bill To:**	CITY OF CONROE 401 SGT ED HOLCOMB BLVD S, CONROE, TX 77304
Contacts' Name:	JOEL PICKERING	**Phone:**	936-522-3839
Email:	JPICKERING@CITYOFCONROE.ORG	**Fax:**	
Product Description:	GRADALL XL3100 4X2 SERIES V	**BuyBoard Contract:**	685-22
I. Price List Dated:	1/31/2023	**Base Price:**	$ 458,693.00

II: Base Bid Options (Itemized Below)

BEACON LIGHT- UPPER-W/BRANCH GUARD	$ 1,091.00		
LEFT HAND REAR STEP	$ 692.00		
TILT STEERING COLUMN- CHASSIS	$ 1,053.00		
BUCKET 60"- DITCHING W/BOCE	$ 5,971.00		
FIXED THUMB GRAPPLE	$ 11,130.00		
EXTRA SET OF KEYS	$ 20.00		
SUB-TOTAL:	$ 19,957.00	**SUB-TOTAL:**	$ -
		Options List Price Total:	$ 19,957.00
III. SUB-TOTAL OF I & II			$ 478,650.00
IV. BuyBoard Discount:	2.00% $ 9,573.00	**BUYBOARD CONTRACT PRICE:**	$ 469,077.00
V: NON-BASE OPTIONS		**Non-Base Options (%) =**	0
LOCAL DELIVERY	$ 800.00		
FACTORY FREIGHT	$ 8,500.00		
MATERIAL SURCHARGE	$ 19,146.00		
SUB-TOTAL:	$ 28,446.00	**SUB-TOTAL:**	$ -
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)			$ 28,446.00
VII: TOTAL IV + VI			$ 497,523.00
VIII: QUANTITY ORDERED UNITS:	1		$ 497,523.00
IX: TRADE-IN OR OTHER CREDIT(S):	$ -		$ -
X: ADDITIONAL DISCOUNTS:	$ -		$ -
		TOTAL:	**$ 497,523.00**

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

New Machine Sales Agreement

REF# Q-06988

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO			SHIP TO	
	CUSTOMER	City Of Conroe		
	STREET ADDRESS	Po Box 3066		
	CITY/STATE	Conroe/TX		/
	POSTAL CODE	77305		
	COUNTY/ COUNTRY			
	PHONE NUMBER	9365223839		
	EMAIL	jpickering@cityofconroe.org		
	CUSTOMER CONTACT	EQUIPMENT Joel Pickering	F.O.B. AT:	
		PRODUCT SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0475450	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE:	Caterpillar	MODEL:	CB2.7-03GC	YEAR:	2023
ID NUMBER:	23NE1531	SERIAL NUMBER:	064100777	SMU:	0

CB2.7GC	CB2.7-03GC	
23NE1531	23NE1531	$63,120.00
ROPS, FOLDABLE, LOCKABLE	574-6088	$2,300.00
CONTROL, TRACTION	561-3543	$2,260.00
SUPPORT, SLIDING FOR SEAT	364-2279	$965.00
SEAT, WITH SAFETY SWITCH	573-5962	$725.00
DRUM SCRAPER, FOLDING	603-5887	$261.00
SEAT BELT, 3"	542-6995	$183.00
FREEZE PROTECTION	574-6076	$149.00
SWITCH, BATTERY DISCONNECT	565-3708	$146.00
CERTIFICATE OF ORIGIN	0F-5109	$115.00
GUARDS, BUMPER	569-8093	$106.00
TRAVEL CONTROL, CUP HOLDER	453-9461	$77.00
LANE 3 ORDER	0P-9003	$0.00
ENGINE, CAT C1.7T	564-8160	$0.00
HYDRAULICS, STD	559-1655	$0.00
LIGHTS, WORKING, LED	568-5154	$0.00
PRODUCT LINK, CELLULAR PL243	577-1414	$0.00
PLUG (NON SINGLE LIFT)	503-1603	$0.00
OIL, HYD, STANDARD	574-6039	$0.00
INSTRUCTIONS, ANSI	574-6030	$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926	$0.00
ROLL ON-ROLL OFF	0G-0044	$0.00

Total Machine List Price: $70,407.00

Dealer Discount: $11,129.19

Quote Notes

BuyBoard Contract #685-22. COI.

TRADE-IN EQUIPMENT

MODEL:		YEAR:		SERIAL NUMBER:	
PAYOUT TO:		AMOUNT:	$0.00	PAID BY:	
MODEL:		YEAR:		SERIAL NUMBER:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SERIAL NUMBER:	
PAYOUT TO:		AMOUNT:		PAID BY:	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS. MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

PREVENTATIVE MAINTENANCE AGREEMENT

CVA|500 Hours|

TERMS OF SALE

SUB TOTAL	$59,277.81
HEAVY EQUIPMENT TAX	$122.11
SALES TAX	$0.00
DOC FEE	$0.00
DIESEL SURCHARGE	$0.00
TOTAL CASH PRICE	$59,399.93
CASH WITH ORDER	$0.00
TRADE IN ALLOWANCE	$0.00
TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
UNPAID BALANCE OF TRADES	$0.00
Invoice – Downpayment + Trade in Allowance	$60,498.83
TOTAL AMOUNT TO BE FINANCED	$59,399.93

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

WARRANTY TERM	36 Month | 5000 Hours|Powertrain + Hydraulics + Tech|Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	**CUSTOMER INITIAL.**

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE		DATE	
ORDER RECEIVED BY	Stuart Newton	CUSTOMER NAME	
SIGNATURE		CUSTOMER SIGNATURE	
TITLE	OSR	TITLE	

TERMS AND CONDITIONS

1. DEFINITION OF MUSTANG: MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.

2. AGREEMENT: This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.

3. TITLE TO EQUIPMENT: Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.

4. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTNAG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

5. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.

6. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.

7.SOLE AND EXCLUSIVE REMEDY: Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

8. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.

9. SECURITY AGREEMENT: Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

10. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

11. REMEDIES ON DEFAULT: In the event of any default by customer, MUSTNAG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

12. COLLECTIONS: In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTIANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.

13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT's PARTNERS, EMPLOYEES, AGENTS, REPRESENATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.

14. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum $1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.

15. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at https://www.mustangcat.com/legal-notices/

16. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: https://www.caterpillar.com/en/legal-notices/data-governance-statement.html. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

Meeting Date: 12/13/2023
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

Workshop

Item Type: Presentation

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss VFW Storm Water Drainage System Abandonment.

Summary / Recommendation

This project will be for filling and abandoning the 18" corrugated pipe at the VFW. Public Works has rerouted and repaired the natural storm water drainage at the VFW. This will be through Vortex Services with BuyBoard Contract 20110401 in the amount of $57,264.00.

Fiscal Impact

Expenditure Amount:	$57,264.00
Revenue Amount:	
Account Number:	001-1530-9030
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Vortex Services Quote



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO: **20110401**

PROJECT NAME: City of Conroe - VFW Hall Storm Sewer Abandonment

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
	BASE BID ITEMS						
1	Mobilization / Demobilization per Occurrence	1	EA	$ 15,000.00	$ 15,000.00	$12,000.00	$ 12,000.00
2	Abandon 18" existing Storm Sewer w/ Flowable Fill (75 psi)	225	LF	$ 135.00	$ 30,375.00	$108.00	$ 24,300.00
3	Abandon 15" existing Storm Sewer w/ Flowable Fill (75 psi)	114	LF	$ 95.00	$ 10,830.00	$76.00	$ 8,664.00
4	Abandon Storm Sewer Inlet/Manhole w/ Flowable Fill (75 psi)	1	LS	$ 8,750.00	$ 8,750.00	$7,000.00	$ 7,000.00
5	Plug Existing Lines	1	LS	$ 1,250.00	$ 1,250.00	$1,000.00	$ 1,000.00
6	Obstruction Removal	2	EA	$ 625.00	$ 1,250.00	$500.00	$ 1,000.00
	Proposal BASE Total				**$ 67,455.00**		**$ 53,964.00**
	SUPPLEMENTAL ITEMS						
ALT 1	Cut, Remove, and Replace existing Concrete Pavement	10	SY	$ 225.00	$ 2,250.00	$180.00	$ 1,800.00
ALT 2	Bedding	1	LS	$ 1,875.00	$ 1,875.00	$1,500.00	$ 1,500.00
					$ -		$ -
	Proposal SUPPLEMENTAL ITEMS Total				**$ 4,125.00**		**$ 3,300.00**
	TOTAL BASE + SUPPLEMENTAL (incl Bonds)				**$ 71,580.00**		**$ 57,264.00**



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO: **20110401**

PROJECT NAME: City of Conroe - VFW Hall Storm Sewer Abandonment

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Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total

Pricing Date: **9/28/2023** **REV1** **TOTAL: $ 57,264.00**

Buying Agency:	City of Conroe
Contact Person:	Daniel Roberts
Phone:	936.494.5049
Fax:	
Email:	droberts@cityofconroe.org

Contractor:	Vortex Services
Prepared By:	Brent Keller
Phone:	281.924.1718
Fax:	
Email:	bkeller@vortexcompanies.com

NOTE: **The Customer shall be responsible for providing:**

- Access to jobsite and hydrants or free water source as necessary (including meters)
- All Heavy Traffic Control and Paving required for Surface Restoration
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)
- Any Utility Relocation Necessary to Provide Adequate Working Space
- Stand by Rate of $125/hr per Individual (10 hours/day)
- In the Event Existing Utilities Prevent Pipe Bursting from being Performed, Customer Shall Pay Mobilization/Demobilization and Stand By Rate

- Quantity is based on information provided by the Customer and may vary based on field measurements to be verified by Contractor
- Contractor reserves the right to modify prices with written notice at any time during construction or until execution of formal contracts
- No one item may removed or excluded from this proposal.
  In the event quantities vary by more than 25%, Vortex reserves the right to revise pricing.
- **EXCLUSIONS - Items NOT included in quote unless expressly noted:**

***Manhole Removal/Replacement or Coatings**
***Point Repairs, Grading/Elevation Changes or Static Burst**
***Shoring or Excavations over 10 feet deep**
***Dewatering**
***Traffic Control outside of Typical Cones or Collapsible Signs**
***Heavy Bypass Pumping beyond 4" Pump and Layflat**
***Surface Restoration / Paving**
***Select Backfill (Flowable, Cement Stabilized, etc.)**
***Pre or Post Television Inspection and Cleaning**
***Mechanical Pipe Cleaning or De-Beading**
***Vibration Monitoring or Testing (Air, Smoke, Compaction, Deflection, etc.)**
***Surveying or Site Clearing**
***Spoil Haul Off, Unsuitable Backfill or Asbestos Abatement**
***Utility Relocates or Utility Pole Bracing**
***SWPPP, Temporary Sediment or Erosion Control**
***Bonds, Permits, Sales Tax, OCP, Additional Insurance Requirements**

Meeting Date: 12/13/2023
Department: Human Resources
Contact: Andre Houser, Human Resources Director
Submitted By: Andre Houser, Human Resources Director

Workshop

Item Type: Bid Award

A. Houser

Joint Meeting: No Joint Meeting

Description

Discuss approval of contract for transition to upgraded UKG (KRONOS) timekeeping software utilizing TIPS Contract number 220105.

Summary/Recommendation

The current timekeeping software package will reach its end of life on December 31, 2025. After discussion with senior staff and various timekeeping users, it was determined that upgrading the current software would be easier and less costly than exploring options for a totally new system. A quote was obtained through TIPS Contract number 220105 for one-time installation/upgrade in the amount of $90,879.00, plus annual maintenance fees of $141,089.00, for a total cost of $231,878.00. We have already budgeted $113,500.00 for annual maintenance of the current system, that amount will be applied as a portion of the annual maintenance fee for the upgraded system.
The transition cost in the amount of $90,789 is a one-time cost. Under current policy, the one-time costs will be charged to the HR Department, and the annual maintenance costs will be charged to the IT Department. Staff recommends approval.

1. Is the request necessary?

This request is necessary, once the current system reaches end of life, it will no longer be supported. Upgrade and installation will require several weeks after inception, and at present the process will not begin before a February or March time frame. In addition, any contracts accepted after12/31/23 will be subject to increased prices.

2. Why was the item not budgeted in the normal budget process?

During the budget process, senior staff were still assessing migration versus product change, and no decision had been made at that time. Because of this, no pricing was available during the budget process.

3. Why can a transfer not be made within the department?

No funds are available within the department to cover the one-time transition cost. Maintenance costs of the current system are allocated in the IT Department.

Source of Funds & Amount of Amendment Needed:

Reserves: $118,378	Grants: $
Bond Proceeds: $	Additional Revenues: $

Funding will come from reserves in the amount of $118,378. $113,500 has already been budgeted and approved.

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual	118,378	28,417	29,269	30.147	31,052	237,263
Capital						
Total	**$118,378**	**$28,417**	**$29,269**	**$30,147**	**$31.052**	**$237,263**
Net Impact	**$(118,378)**	**$(28,417)**	**$(29,269)**	**$(30,147)**	**$(31,052)**	**$(237,263)**

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

The Director of Finance certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

Fiscal Impact

Expenditure Amount:	$231,878
Revenue Amount:	
Account Number:	Multiple - see notes
Budget Amendment Required Y/N:	Y
Financial Review Complete:	CS

Financial Review Notes:

001-1160-8041=$90,789
001-1130-8041=$141,089

Attachments

UKG Transition Quote

Houser, Andre

From: Colville, Kristina
Sent: Monday, November 27, 2023 2:36 PM
To: Houser, Andre; White, Lynette
Cc: Hatch, Teri-Lynn
Subject: FW: Vertosoft - UKG Sales Quote - TIPS Cooperative Contract # 220105 - Quote # 9111
Attachments: UKG Sales Quote - City of Conroe, TX - TIPS Cooperative Contract 220105 - Quote # 9111_with MSRP.pdf

Please print this e-mail and put with your quote as proof this is a valid purchase. There are special PO instruction for placing the order as well. Thanks

CITY OF CONROE
Est. 1904

Kristina Colville | Purchasing Manager CPPO,CPPB
City of Conroe, Tx | 401 Sgt. Ed Holcomb Blvd.
Phone: 936.522.3830 | kcolville@cityofconroe.org

From: Karen.Walton <Karen.Walton@tips-usa.com>
Sent: Monday, November 27, 2023 2:16 PM
To: Colville, Kristina <KColville@cityofconroe.org>
Subject: RE: Vertosoft - UKG Sales Quote - TIPS Cooperative Contract # 220105 - Quote # 9111

The attached quote pricing is within the parameters of the vendor's awarded contract pricing.

To avoid duplicate verifications and expedite processing, if you elect to proceed with this purchase, please submit the following:

1. Your Purchase Order which identifies the Awarded Vendor and TIPS Contract number
2. Vendor's TIPS quote with Contract number referenced
3. Copy of this verification email (forward PO & quote on this email thread ***or*** send copy of the email)

Send all required documents to *tipspo@tips-usa.com*.

Upon receipt and processing of the PO and quote, a confirmation letter will be issued to you.

While TIPS does all that it can to comply with and exceed the bidding requirements for most public entities, because the laws applicable vary by entity-type, location, spend amount, purchase type, and the purchaser's local policies, TIPS cannot legally advise any Member/End-User when a TIPS purchase is appropriate. It is always up to the Member/End-User to review our processes and determine if we meet their needs for any particular purchase or entity.

Please note that failure to report TIPS purchases could result in no record of the transaction within TIPS system. This could prevent TIPS Members from achieving a compliant purchase under and could cause a lack of sufficient documentation in the event of a Member Audit. In the event that additional vendor/contract information is required, please visit www.tips-usa.com and please do not hesitate to contact our office.

Quote compliance verification is a standard process of our PO procedure. Unless your entity requires that the quote be verified first, it is not necessary to send to TIPS for verification ***PRIOR*** *to sending the PO and quote to tipspo@tips-usa.com for processing.*

Karen Walton
Purchase Order Compliance
TIPS - The Interlocal Purchasing System
4845 US Hwy 271 N ~ Pittsburg, TX 75686
Phone: 866-839-8477
www.tips-usa.com

David Ball
Vertosoft LLC
1602 Village Market Blvd, Suite 215
Leesburg, VA 20175

DUNS# 080431574
Cage Code: 7QV38
Federal Tax ID: 81-3911287
Business Size: Small Business
sales@vertosoft.com
Fax: 571-291-4119
www.vertosoft.com

703-568-4703

Lynette White

lwhite@cityofconroe.org

9111

November 15, 2023

December 15, 2023 at 12:00 PM

UKG Sales Quote - City of Conroe, TX - TIPS Cooperative Contract

TIPS Contract # 220105

Subscription Term - 36 Months
Solution ID: 6143573 / 6122170
Billing Start Date: Upon Order

Government Customer Ship To:

City of Conroe, TX
300 W Davis St, Conroe, TX 77301

Ship To Contact:
Lynette White
lwhite@cityofconroe.org

SaaS Services

Billing Frequency: Annual In Advance

8604538-000
UKG Pro Timekeeping Hourly

Solution ID: 6143573

79.58
x 1,050
83,559.00

8604541-000
UKG Pro Absence

Solution ID: 6143573

19.96
x 950
18,962.00

8604551-000
UKG Pro WFM Integration to UKG Telestaff

Solution ID: 6143573

x 160

8604543-000
UKG Pro Workforce Management Analytics

Solution ID: 6143573

19.36
x 1,050
20,328.00

8605300-000
UKG Telestaff Cloud

Solution ID: 6122170

114.00
x 160
18,240.00

Annual Subtotal 141,089.00

One Time Fixed Fee Services

Billing Frequency: Billed based on defined milestone
To Be Performed based on attached Statement of Work

9990058-EDU
UKG Pro Workforce Management User Adoption Assessment

Solution ID: 6143573

2,789.50
x 1
2,789.50

9990057-EDU
UKG Pro Workforce Management Train the Trainer Package

Solution ID: 6143573

2,789.50
x 2
5,579.00

Fixed Fee WFD
UKG Pro Workforce Management FF Onboarding Services

Solution ID: 6143573

52,631.50
x 1
52,631.50

Fixed Fee WFD
UKG Pro Workforce Management FF Onboarding Services

Solution ID: 6143573

19,263.00
x 1
19,263.00

UKG_OTSF
UKG One Time Setup Fees

Solution ID: 6122170

10,526.00
x 1
10,526.00

Subtotal 90,789.00

Total **$231,878.00**

Product Terms

UKG Terms and Conditions

Purchase Order Terms

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must reference the Vertosoft Quote number and include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Bill-To and Ship-To Address, Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Statement of Work for City of Conroe

Migration to UKG Workforce Dimensions w TeleStaff

[illegible]	Jason Coppi
[illegible]	Todd Anderson
[illegible]	12/31/2023
[illegible]	
[illegible]	Revision 2
[illegible]	Opp-525028
[illegible]	Approved
[illegible]	6143573

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1. Overview

This Statement of Work provides an overview of the project including scope, approach, costs, and how the project will be managed. This Statement of work is for a fixed fee engagement. Travel expenses are not included and will be invoiced separately if incurred.

2. Objective

The primary objective of this project is to provide City of Conroe support and services as they migrate from the Workforce Central workforce management platform to UKG Dimensions.

3. Solution Scope

Each of the following solutions are included within the scope of this engagement and will be deployed according to the associated project type described below:

Solution	Project Type	Deployment
UKG Dimensions Timekeeping Hourly	Migration	Phase 1
UKG Dimensions Accruals	Migration	Phase 1
UKG Dimensions Leave	Migration	Phase 1
UKG TeleStaff – Fire	Migration	Phase 1
UKG Dimensions Analytics	Net New	Phase 2

Project Types

Migration

A migration assumes that all existing configuration will be moved to the new platform where possible and does not include additional services to introduce or retool workflows and policy. Services to deploy new add-on solutions, if purchased, will be delivered in a subsequent phase following the Phase 1 migration project.

Net New

Net New assumes a full deployment cycle, relying on calibration of recommended configuration, workflow and policy of a solution module not previously purchased or subscribed to.

4. Deployment Strategy

The deployment of the Application(s) is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer's business objectives.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. UKG's deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and Application(s) access.

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Launch Phase	Description
Confirmation / Requirements	UKG will confirm configuration items included in the migration with the Customer. For any new add-on applications, UKG will perform a discovery process to determine the best fit between the Customer's business requirements and the UKG Application(s).
Migrate / Build	This phase is designed to migrate / configure Customer's Application(s). This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing includes functional/user acceptance testing for the applicable Application(s).
Go-Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Application(s) and transition to support.

5. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the Roles and Responsibilities table below.

Activities	UKG	Customer
Project Management		
Review the scope of services with Customer including contract documents and resource assignments	√	
Validate scope of services by reviewing contract documents and resource planning		√
Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner with Customer to identify, manage, and resolve project issues	√	
Partner with UKG to identify, manage, and resolve project issues		√
Provide Customer communications and general project-related management activities	√	
Create change management and training for managers and employees		√
Welcome Phase		
Share project goals and success criteria with UKG project team		√
Facilitate and attend the kick-off meeting	√	
Attend and participate in the kick-off meeting		√
Assist in defining necessary Customer resources and a training plan as part of the project plan	√	
Key project resources attend recommended training course(s) throughout implementation		√
Provide Customer access to the Application(s) as contracted in the Order	√	
Confirmation / Requirements Phase		
Gather all available policy, procedure documentation, and business use cases to complete the data collection process for any new add-on Application(s)		√
Describe the expected solution, business processes, and business rules for all employee groups in scope		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Participate in documentation of the project assumptions, risks, and system configuration needs based on completed requirements and UKG recommended configurations for any new add-on Application(s)	√	√
Create Project Scope Document detailing the results of the requirements phase	√	

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Activities	UKG	Customer
Provide Customer with a detailed project plan	√	
Create Customer defined test scripts		√
Build Phase		
Complete mutually agreed upon UKG migration / configuration tasks and complete unit testing to validate configuration	√	
Complete mutually agreed upon Customer migration / configuration tasks and complete unit testing to validate configuration		√
Supply technical support required for system integration		√
Supply technical support for UKG network infrastructure	√	
Supply technical support required for Customer hardware and system networking		√
Customer reviews configuration and mutually agrees to proceed to Test Phase.		√
Test Phase		
Perform interface testing		√
Assist Customer with interface testing	√	
Perform functional/user acceptance and system testing		√
Assist Customer with functional/user acceptance and system testing	√	
Go-Live Phase		
Execute manager and end-user training		√
Customer validates Application(s) and mutually agrees to proceed with Go Live		√
Provide production support and post-live support for transition to UKG's Customer Support team	√	

6. Deliverables

Below are the key project deliverables and related acceptance criteria that UKG will deliver in each phase of the implementation.

Phase	Deliverable	Activity	Acceptance Criteria
Requirements	Interface inventory	Customer reviews and confirms all interfaces to be delivered by UKG listed in the Assumptions section of this document	Services as listed in the activity column are completed and Customer accepts the interface inventory
Requirements	Test strategy and test methods	Customer confirms with UKG assistance the test strategy and test methods that will be used to validate and approve interfaces testing, functional testing, user acceptance testing, operational process testing, etc.	Services as listed in the activity column are completed and Customer accepts the testing strategy and plan document
Requirements	Detailed project plan	UKG will refine and update the detailed project plan	Customer receives and accepts the detailed project plan
Requirements	Project scope document	UKG will provide Project Scope Document	Customer receives and accepts the project scope document
Migration / Build	Application(s) configuration	UKG reviews migration / configuration with Customer	Services as listed in the activity column are completed
Test	Complete integration testing for mutually	Customer will participate in integration testing	Services as listed in the activity column are completed and Customer accepts the interface inventory

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Phase	Deliverable	Activity	Acceptance Criteria
	agreed upon go-live integrations		
Test	Operational readiness assessment	Customer with UKG assistance will create a production cut-over plan. Customer will provide for UKG review their contingency plan.	Acceptance criteria as outlined in UKG's authorization to proceed to go live form and/or as otherwise mutually agreed to by the Parties
Go-Live	Live processing of Application(s)	Customer will have a "go"/"no go" decision for go live. UKG will review with the Customer the transition to Customer Support Team.	Once decision to "go" live has been made and first live date has been achieved, this is considered acceptance

7. Training

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the Application(s). The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees unless otherwise defined in the Assumptions section of this document.

8. Project Team Composition

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

UKG Team Resources	Key Responsibilities
Service Manager	• UKG project sponsor • Gains commitment for all project resources • Primary point of contact • Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks
Project Manager	• Develops and manages project schedule • Identify and develop project risk mitigation plan • Communicates overall project status and provides project reporting • Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
Workforce Management Consultant	• Primary point of contact for workforce management application-related service requests • Completes time Application(s) configuration life cycle per Launch methodology
Workforce Management Analytics Consultant	• Primary point of contact for analytics Application-related service requests

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UKG Team Resources	Key Responsibilities
	• Completes analytics Application configuration life cycle per Launch methodology
Integration Consultant	• Responsible for integration creation and delivery
User Adoption Consultant	• Primary point of contact to advise designated Customer resources to support the delivery of change management and user training for managers and employees

Customer Team Resources	Key Responsibilities
Executive Sponsor	• Customer project sponsor • Gains commitment for all project resources • Provides executive-level support to the project team • Ensures that the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Primary point of contact • Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicates overall project status and provides project reporting to Customer steering committee if applicable • Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution • Identify and manage project risks • Channels the team's activities toward Application(s) configuration and executing the project
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker in the area of time tracking
Analytics/Reporting Subject Matter Expert	• Customer's primary representative and designated decision maker in the area of analytics and reporting
Education and Change Management Resource	• Customer's primary resource and designated decision maker in the area of end user training and change management
System Administrator	• Customer's primary resource for Application(s) configuration and system knowledge
Technical Resource	• Customer's primary resource for technical issues related to integrations, network, and Application(s) security
Other Subject Matter Experts	• Customer's primary resource and designated decision maker in their specific specialty area

9. Launch Guidelines and Assumptions

The following guidelines and assumptions were used in preparing this Statement of Work.

Service	Deployment and General Project Assumptions
Deployment Phase(s)	• The Phase 1 project is for an "as-is" migration of existing licensed and configured applications in which Customer has established, standardized policies/practices for the employees in scope.

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Service	Deployment and General Project Assumptions

	• The Phase 1 project duration is expected to be 16 to 24 working weeks and assumes a single go-live event for the following applications and integrations:
	  o Application(s):
	  ▪ Timekeeping
	  ▪ Accruals
	  ▪ Leave
	  ▪ TeleStaff - Fire
	  o Standard Integrations:
	  ▪ One (1) Employee Data Import
	  ▪ One (1) Payroll Export
	  ▪ One (1) Accrual Balance Export
	  ▪ One (1) Labor Level
	  ▪ One (1) Request Comments
	• The Phase 2 project is to deploy the following add-on applications and/or integrations and will take place subsequent to the Phase 1 migration:
	  o Add-on Applications:
	  ▪ Analytics
	  ▪ One additional accrual (holiday) profile for one group of 11
	  ▪ Data View to review and affect unexcused absences

Technical Services	UKG will provide the following as part of the Phase 1 migration project:
	• Strategic Technical Advisor to guide Customer in SSO and clock migration
	• ATK Custom Workflow Review (if applicable)
	• Existing Custom Report Assessment (if applicable)
	• Workforce Central Customer Historical Access including:
	  o Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central
	  o Hardware recommendations and assistance with restoring the UKG database on-premise
	  o Installation/upgrade of base Workforce Central applications (if applicable)
	  o Moving reports (including custom if applicable) to the historical environment
	  o **Excluded from scope**: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On

User Adoption and Train the Trainer Services	Phase 1 of the migration project includes: • 1 User Adoption Assessment Workshop(s) • 2 Train the Trainer Consulting Workshop(s) As part of the User Adoption Workshop, UKG will: • Work with designated Customer resources and provide the following:: • Evaluate user adoption needs • Review user adoption resources for up to 15 participants per workshop • Provie access to user adoption action plan, change management and user training templates As part of the Train the Trainer Consulting Workshop, UKG will: • Work with Customer training resources designated to support user training • Deliver a workshop focused on user training delivery for manager and employee roles for up to 15 participants per workshop • Provide access to editable PowerPoint slides and participant guide from the Manager Tasks and Outcomes course • Provide standard hands-on exercises with the most common tasks for managers

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Service	Deployment and General Project Assumptions
General Project Assumptions	• Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer. • UKG will not be responsible for troubleshooting Application(s) or hardware not provided by UKG. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this Statement of Work is required, Customer may be charged. • UKG will support up to two (2) pay periods in production. After which, the UKG project manager will transition the completed scope to UKG Customer Support Team for post-implementation support. • All project tasks are completed through UKG's virtual (offsite) deployment model unless otherwise agreed to in an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred.
Service Requests	• Requests for change to this Statement of Work or the project(s) it covers must be submitted to Customer's project manager in writing or in the form of an electronic service request • Any of the following items will be considered out of scope and require a service request: o Material changes in the scope or effort o Material changes in the number or type of deliverables to meet the defined scope of effort o Changes to the solutions/interfaces specified for each phase o Changes to the project resource requirements o Changes to the Launch duration • UKG will estimate the time and cost needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been completed and signed by the Customer.

Service	Add-on Application Assumptions
Add-on UKG Dimensions Analytics Services	UKG will: • Deploy an industry best practice dataview and reports package, which leverages standard KPIs (Key Performance Indicators) available in UKG Dimensions • Deploy Auditor dashboard and drill through dataviews • Load pay code mappings required to configure the standard KPIs • Deliver value assessment using client data to highlight results and opportunities for improvement
UKG TeleStaff - Fire	UKG will configure: • Installation of (1) PROD and (1) DEV environment • (1) standardized UKG Pro WFM-UKG TeleStaff integration design mapping for one institution • Optimize UKG TeleStaff Design to leverage UKG Pro WFM-UKG TeleStaff Integration best practices • System Overview of latest major UKG TeleStaff version

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Service	Add-on Application Assumptions

- Testing Support for one Institution
- Authentication (SSO/LDAP)
- Standard integration with UKG Pro WFM Cloud
- One production cutover aligned with UKG Pro WFM cutover
- Post Go Live Support for 2 pay periods
- Assumptions:
- A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff version
- Existing core configuration will be moved to customer's new cloud environment Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database. It is the responsibility of the customer to archive their existing database for historical purposes.

Historical Access:
Customer is transitioning to UKG Pro WFM which requires the UKG database be retained for historical reporting of employee information. A copy of the customer's production database will be retained on the customer's on-premise historical reporting system. UKG Telestaff functionality will be limited to viewing and reporting purposes. Once the service is completed, UKG does not provide maintenance, full-version upgrades, or service packs to the on-premise system unless mutually agreed at then current rates.

UKG will:

- Provide hardware recommendations to support the historical system
- Assist with restoring the UKG database received from the KPC.
- Install base UKG Telestaff / Workforce Planner applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, UKG Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope.
- Applications installed will be the same UKG version and service pack versions as what was installed in KPC.
- Custom Reports will be moved to historical environment.

Assumptions:

- Customer will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per UKG Guidelines.
- Customer will request a copy of their KPC database once they have discontinued collecting additional data into that database and decommissioned from the KPC. Customer will have 15 days from termination to retrieve their data.
- UKG will perform the application build and touch test of the historical system.
- Customer will perform User Acceptance Testing.

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Meeting Date: 12/13/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Resolution

Item Type: Resolution
N. Mikeska
Joint Meeting: No Joint Meeting

Description
Discuss a Resolution approving the 2022 CDBG Comprehensive Annual Performance Evaluation Report (CAPER) for submission to HUD.

Summary / Recommendation
Discuss a Resolution approving the 2022 CDBG Comprehensive Annual Performance Evaluation Report (CAPER) for submission to HUD.

Attachments
2022 CAPER Resolution
2022 CAPER Exe Summary

CERTIFICATE FOR RESOLUTION

I.

On the 14h day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddox, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman** did convene in public session in the Council Chamber of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, APPROVING THE CDBG 2022 COMPREHENSIVE ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: _____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 14h day of December, 2023.

_____
SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, APPROVING THE CDBG 2022 COMPREHENSIVE ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

* * * * * * * * * *

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. The 2022 Comprehensive Annual Performance and Evaluation Report (CAPER) for the City of Conroe, a copy of which is to be attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and adopted.

Section 2. The Mayor of the City of Conroe is hereby authorized and directed to submit such report to the United States Department of Housing and Urban Development and is authorized to sign all forms and certifications pertaining to the submission of such report.

Section 3. This resolution shall be effective immediately of and from adoption.

PASSED AND APPROVED this the 14th day of December, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
MIKE GARNER, Interim City Attorney SOCO M. GORJON, City Secretary

CITY OF CONROE

2022

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER)



Mayor Pro Tem, Curt Maddux, Councilman Harry Hardman, City Administrator, Gary Scott, Community Dev Staff & the CDBG Citizen Advisory Board visit a home of a client that will be demolished.

Executive Summary

This CAPER includes the Emergency Assistance Special Economic Development CDBG Grant Program, Small Business Working Capital Job Loss Prevention Program in Support of Infectious Disease Response, AKA The City of Conroe's Business Initiative. Because the City must account for those funds, the City is advising that the Emergency Assistance Special Economic Development CDBG Grant Program, Small Business Working Capital Job Loss Prevention Program, Conroe's Business Initiative is closed. No funding was released or expended on this program in PY 2022. Because we are years out from the pandemic, it is questionable that a business can establish their loss from years ago. Without substantial documentation the City did not feel it could release additional funds.

The City operated in Program Year 2021 under a waiver of the submission date for the 2020 Action Plan, meaning both the 2020 Action Plan and the 2021 Action Plan were submitted, timely, but fairly close together. This very unusual circumstance was due to the pandemic and certainly caused some complicated implementation. Some of that impact from the delayed submissions is still apparent today, as we continue to catch up. The City maintained timeliness and accountability continues to operate the CDBG Program under our program guidelines. We continued our goal of making a difference for our citizens one family at a time. One of the City's objectives is to build a City where Citizens can live, work, and relax in a safe and harmonious environment today and for generations to come. CDBG Clients, and many low-income citizens, need assistance to reach that objective.

Pursuant to achieving that goal, the City of Conroe utilizes CDBG funds to provide primarily housing to our low to moderate income residents. Low to moderate income residents are those households and families with annual incomes 80% and below the Department of Housing and Urban Development's (HUD) Adjusted Median Income.

The national objectives of the CDBG program are: 1) to provide benefits to low- and moderate-income persons; 2) eliminate slum and blighting conditions; and 3) meet urgent needs. Each activity funded shall meet one of these national objectives and not less than 70 percent of the funds expended shall support activities benefiting low- and moderate-income persons.

Summarize the Objectives and Outcomes Identified in the CAPER.

The goals to which funds will be allocated to address needs during the period covered by this Strategic Plan are:

1. Retain Affordable Housing;
2. Improve Safety and Livability of Neighborhoods;
3. Elimination of Detrimental Conditions; and
4. Restoration and Preservation of Special Properties.

The following activities were planned in the 2022 Annual Plan and have been undertaken in Year Two of the Consolidated 5 Year Plan to address the CAPER goals and objectives:

1. Housing Rehabilitation/Reconstruction ($493,914);
2. Neighborhood/Community Clean Up ($10,000); and
3. Administration ($125,978)

Evaluation of Past Performance

The highlight this year for the City of Conroe was the successful completion of seven (7) single family residential units. Even with COVID-19 still around and all kinds of roadblocks, the City was able to construct and complete 7 new homes in our Housing Target area. We have changed those families' lives forever.

The second highlight would be the completion of the Mayor's *Kick It To The Curb Clean-Up* initiative. The City's goals and priority needs as well as quantifiable goal outcome indicators are aligned with our projects on the ground. The City tracks our outcomes and draw downs periodically to ensure timeliness.

Summary of the CDBG-CV Funding for PY 2021

The Emergency Assistance Special Economic Development CDBG Grant Program Small Business Working Capital Job Loss Prevention Program in Support of Infectious Disease Response, AKA our Business Initiative was funded with $893,247 of CARES ACT (CDBG-CV) funding. Fourteen businesses were assisted with a total of **$295,000** of funding, which was drawn in 2021. The following is a list of businesses and the funding that they received:

LBDM-LC	$10,000
Entertainment Venues – Corner Pub	$20,000
Vernell's Bayou Bakery	$20,000
The Red Brick Tavern	$30,000
Conroe Central Market	$10,000
Carmelita's	$20,000
Walker-Cable Production	$30,000
Homestead House	$20,000
Classic Cars	$10,000
Burger Fresh	$30,000
+40 Fitness	$20,000
King's Kitchen	$20,000
Clear Choice Acupuncture	$10,000
Food Bank	$25,000

The above listing is provided for transparency, however; this program is now closed and the City is no longer offering the business initiative. The funds have an existing balance which will, at some point, return to HUD.

Summary of Citizen Participation Process and Consultation Process

The City of Conroe has developed a planning process that provides mandatory involvement from citizens in a manner which public meetings and hearings often do not.

This is done by the establishment of the CDBG Citizen Advisory Committee. The CDBG Advisory Committee consists of a racial and ethnic cross section of Conroe citizens. A total of 11 citizens serve. Members of the Committee are involved in public service, education, private and community development activities. Several members live in the CDBG housing Target Area.

Involvement of the CDBG Advisory Committee, early on in the planning process, guarantees input for consideration when developing the CAPER. It is vital to our CDBG Program that community members guide the priorities and objectives that Conroe undertakes. The voice of persons who have walked in the shoes of those in-need, or who have or still live in poverty keeps our process grounded in the fundamental concept of helping those who most need assistance. This is why the Conroe CDBG Program focuses on housing—on homes for those in the most need of assistance. There are many worthy non-profit agencies in Conroe

who address many of the needs of our citizens. However, there is no other agency or entity that seeks to provide a decent, safe, and sanitary permanent home, that does not come with a monthly payment, Our CDBG loans are deferred loans, so if the client maintains the home, and pays the taxes and insurance, there is no repayment of our funds.



Housing Client, Ms. Mary Howard welcomes Councilman Hardman and Mayor Pro Tem Maddux into her home. Right, Ms. Howard's Grandbaby sleeping in the only room with air-conditioning. Ms. Howard's home will be demolished and replaced with a new home in the 2023 PY.

In April, the City held a meeting to solicit discussion regarding the 2022 Annual Action Plan. The City held another public meeting in June. The CDBG Board meets quarterly and they review and recommend Goals and Objective as well as, housing clients. The CDBG Board also reviews and discusses HUD correspondence and the CAPER. The Board ensures the Program is meeting our Annual Action Plan and Five-Year Plan Goals.

In addition, the CDBG staff attends many public events to interact with citizens and to learn about other programs and opportunities for available assistance. Though the City does not fund social services, due to

our limited amount of funding and the capacity required to monitor subrecipients, we want to know what services are available, to who, when, and where, so that we can refer citizens calling in to the CDBG office.

In June, the CDBG Advisory Board met to discuss Furthering Fair Housing in Conroe. Because we do not control any housing, or any rental or sale decisions, the City is limited to what we can do. However; the City does refer citizens to HUD and we do accept Fair Housing complaints that are referred to HUD.

Direct input from residents offered at the various forums, referenced above, and others, confirm the need for CDBG funds to be directed to assist low- and moderate-income homeowners in the areas of Dugan and the Madeley Quarter. These communities consist of Conroe's largest minority concentrations and are historically underserved.

From this input, Conroe has also identified the removal of hazardous waste, trash, and debris within these areas to be a priority need. Waste removal as well as the demolition of condemned vacant housing units, are essential for combating the decline of property values within these areas.

The City utilizes consultations with other organizations and units of local government to leverage resources.

Summary of Public Comments

There have been no comments at hearings or meetings held, concerning the accomplishments or met goals for the 2022 CAPER.

Conroe's Citizen Advisory Board is comprised in part by citizens representing our largest constituency of low-income citizens in the Dugan and the Madeley Quarters neighborhoods. From these comments, neighborhood clean-up and single family housing rehabilitation remain the top priorities for CDBG funding.

Summary of Comments or Views Not Accepted and the Reasons For Not Accepting Them:

There were no comments or views unaccepted for consideration in the development for the 2022 CAPER.

Mayor Pro Tem Madduux, Councilman Hardman, City Administrator Gary Scott, Nancy Mikeska, Asst. City Administrator and staff intern Austin Miles-Curtsinger visit inside a housing client's home.



Lead & Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	CONROE	Community Development

Narrative

The Community Development Department is often considered the heart of the City, working out in the Community on a daily basis with initiatives as diverse as a Community Clean-Up Event with the Mayor, to growing our Downtown on a live music night, to Planning for the future of Conroe 20 years out. Our goal is to create conditions of economic and social standards that produce tangible and sustainable benefits for the Community and the City as a whole. The following Divisions or Initiatives, and many more, can be found within Community Development:

- Mayor & Council Community Initiatives
- Clean-up Projects
- Code Enforcement
- The City's Comprehensive Plan
- Planning and Annexation
- Municipal Utility Districts & City Growth
- CDBG & CDBG-CV



City Administrator Gary Scott, & Mayor Pro Tem Maddux, visit a CDBG Housing Clients home along with CDBG Advisory Board Members

The primary activities to be carried out with CDBG funds are planned to be Housing Rehabilitation/Reconstruction, and Neighborhood Clean Up. These were determined by citizen input, the CDBG Board, and City Council. The City's 108 Guaranteed Loan has been re-paid off. No funds were used for Loan repayment in PY 2022.

Housing related activities funded with CDBG will be administered by the Department of Community Development, which will manage applications, qualification process, procurement, environmental reports and will oversee the general contractor who will do the actual rehabilitation/reconstruction.

The CDBG Department will be assisted by other Departments within the City. The Code Enforcement Department will ensure that the neighborhood adheres to code compliance, to circumvent accumulation of junk vehicles and debris being dumped in the CDBG low income target areas.

The Public Works Department assisted with the Clean-Up Program, in conjunction with the CDBG Department. Public Works will be responsible for trash pick-up, haul and disposal of debris and garbage, picked up during the Neighborhood Clean-Up Programs.

The Building and Permit Department will assist the CDBG program with building plan review, permitting, and construction inspections.

Consultation

The CAPER requires that jurisdictions receiving housing and community development funds consult with other public and private agencies that provide assisted housing, health services, and social and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons) during preparation of the performance report.

The City of Conroe's current allocation of CDBG funds do not allow for a wide range of activities to be undertaken. Within this CAPER, in part from consultations and in consideration of available funding, Conroe assisted residents through the rehabilitation of housing units, and by reconstruction where rehabilitation is not feasible. Conroe also addressed the Target neighborhoods of the Madeley Quarter and Dugan, with public services that eliminate detrimental conditions and improve the livability of neighborhoods.

As previously stated the City has completed the re-payment of the Section 108 Loan used to make improvements to the Downtown Area.

The scope of activities currently covered under this CAPER, were carried out effectively without much assistance from other organizations and units of local government, with the exception of the various City Departments who assist tremendously with the CDBG projects in various manners. The City utilizes consultations with other organizations and units of local government to leverage resources to assist residents having needs currently not within the inventory of services funded by the City. The City does not have a benevolent fund or social service funding from general fund dollars. So, coordinating services with other organizations and entities is important to assure citizens in need get where they can actually get the help that they need.

Summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies

The City uses consultations with other organizations and units of local government to review services being provided, leverage resources to assist residents having needs currently not within the inventory of services provided by the City.

During the process of the CAPER, the City listened to presentations by several local non-profit agencies: The Salvation Army, who provides night time shelter for men, women, and families as well as meals. They operate a free soup kitchen each day and citizens do not have to be in the Shelter to eat. This Shelter does allow citizens to remain in the Shelter during the day however; there is a religious requirement with these services. The Compassion United, who has built a Homeless Campus, does provide shelter, job training, and personal services for the homeless. The mission is to assist the homeless in getting back on their feet, and hopefully, get them employed. There is also a religious requirement with this non-profit. It is clear that Conroe still needs an SRO facility and a strong agency to operate it. The City also listened to a presentation by a Consultant named John Stacy with Catalyst Strategy Consulting, regarding the needs and services in Conroe.

The City collaborates with many local and regional agencies during the reporting process and throughout the year. Conroe is the largest municipality and the County Seat and therefore, we are involved with many aspects of these service providers.

The City collaborates with the Montgomery County Habitat for Humanity and they assist Conroe citizens in a number of ways to provide affordable housing. Habit holds a program teaching financial responsibility. Habitat in Conroe also runs a store for overflow building materials where citizens, particularly low-income citizens can

find building items and materials at extremely reduced prices. The Meals on Wheels Program in Conroe has a component that provides on-demand transportation for the elderly and disabled. This program assists Conroe in carrying out our Plan by providing transportation for any low-income client to doctor's appointments, grocery shopping, and to any other important location. They provide these services, throughout the City.' This program is federally funded and works in conjunction with the City's transportation program. Further, Meals-on-Wheels also provides the traditional program of helping with the nutritional needs of the elderly and disabled shut-ins. Montgomery County Emergency Assistance, now called Community Assistance Center, (CAC) collaborated with the City to further their mission of providing emergency assistance for families in need of prescriptions, emergency short-term utility assistance, food, clothing, and short-term monthly rental and mortgage assistance. The City has no vehicle to address these needs so CAC is filling a gap in very important services. Many of our CDBG Housing Clients need these other services as well, so the City collaborates with these, and other agencies to make the process as complete as possible.

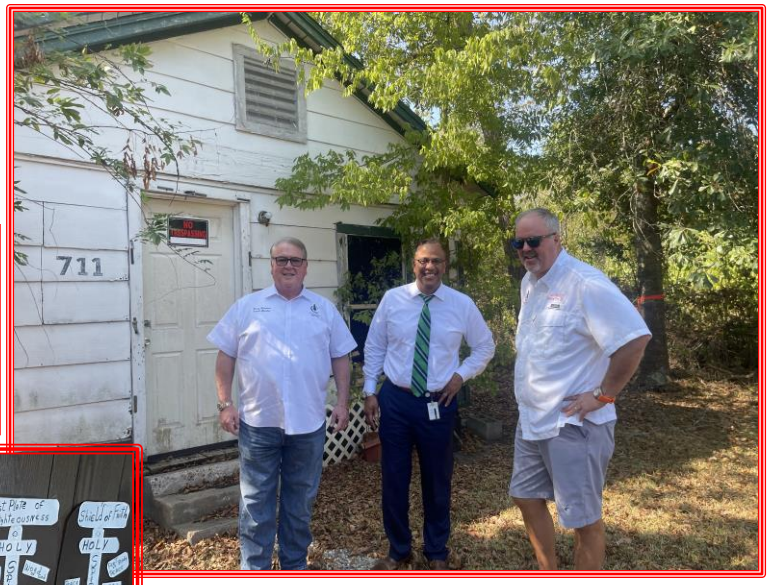
The goal of these agencies, and others, assists the City in fulfilling many of the needs of our citizens that Conroe's limited CDBG dollars could not possibly do. They are critical to the overall success of the CDBG Program. The structure of public, non-profit, and private organizations described throughout our Five-Year Plan do a good job of meeting the needs of families and individuals in Conroe and help to achieve the necessary goals we strive for.

Consultations with our agencies, show a lack of funding for servicing those in need, is the largest gap in the institutional structure. There are simply limited funds to address important needs, and some of the needs are expensive in today's environment. Other gaps include lack of communication between those in need and the service providers. The City plays a role in filling this gap.

The City will continue to work with the Consortium of Community Assistance Projects in the coordination of service providers. The City will continue to provide technical assistance to providers as requested.

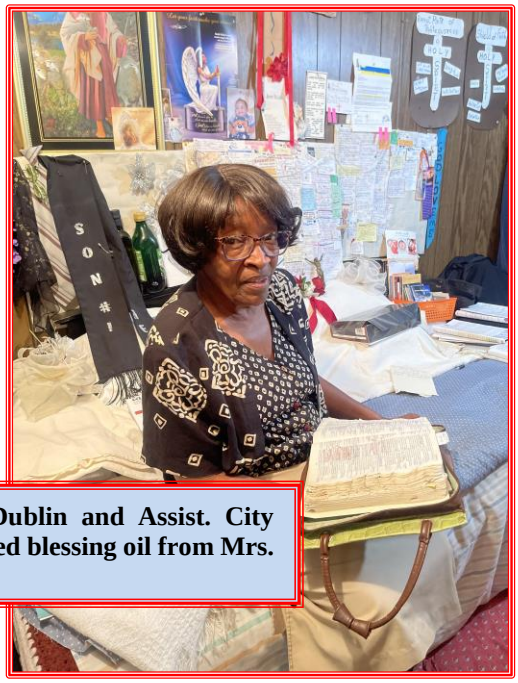
Although the City is not responsible for the Montgomery County Housing Authority, (it is a County Housing Authority) the City does consult routinely with the Housing Authority and has a cooperative agreement with them to allow them to operate and issue vouchers within the City of Conroe's incorporated areas. The City supports the Housing Authorities' mission and works closely with them. The Housing Authority is administering federal housing assistance dollars as well. Whether it is vouchers, or units with reduced rates for qualified clients the Housing Authority manages a large number of housing needs.

Councilman Harry Hardman, City Administrator Gary Scott, & Mayor Pro Tem Maddux on the site of a CDBG Housing Clients home.

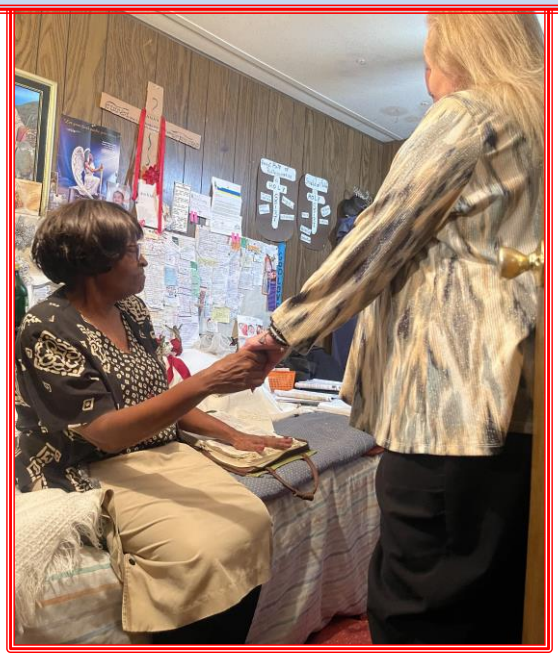


Housing Client, Mrs. Dublin's prayer room where she prays every day for countless people and prayed faithfully to be accepted into the CDBG Housing Program.





Right, Mrs. Dublin shares a scripture with the group. Below left, Mrs. Dublin and Assist. City Administrator, Nancy Mikeska, and below right, Councilman Hardman received blessing oil from Mrs. Dublin.





Agencies Typically Consulted for Homeless Needs-Families with children	
Agency/Group/Organization	Montgomery County Housing Authority
Agency/Group/Organization Type	PHA
What section of the Plan was addressed by Consultation?	Public Housing Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
The Housing Authority is in frequent contact with the City of Conroe. The city coordinates Section 8 Voucher services with the Housing Authority. As a result of consultation, the anticipation is that landlords within the city will accept Section 8 Voucher participants and thus increasing housing choice.	
Agency/Group/Organization	MONTGOMERY COUNTY YOUTH SERVICES
Agency/Group/Organization Type	Services-Children Child Welfare Agency
What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome	
Agency/Group/Organization	Montgomery County Emergency Assistance
Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Victims
What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome.	

Those Consulted for Public Housing Needs	
Agency/Group/Organization	Montgomery County Housing Authority
Agency/Group/Organization Type	PHA
What section of the Plan was addressed by Consultation?	Public Housing Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
The Housing Authority is in frequent contact with the City of Conroe. The city coordinates Section 8 Voucher services with the Housing Authority. As a result of consultation, the anticipation is that landlords within the city will accept Section 8 Voucher participants and thus increasing housing choice.	
Agency/Group/Organization	MONTGOMERY COUNTY YOUTH SERVICES
Agency/Group/Organization Type	Services-Children Child Welfare Agency
What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome	
Agency/Group/Organization	Montgomery County Emergency Assistance
Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Victims
What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome.	

Those Consulted for Chronically Homeless and Non-Homeless Special Needs

Agency/Group/Organization	MONTGOMERY COUNTY WOMEN'S CENTER
Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome.	
Agency/Group/Organization	TRI COUNTY MENTAL HEALTH CRISIS STABILIZATION UNIT
Agency/Group/Organization Type	Health Agency Publicly Funded Institution/System of Care
What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
Agency was consulted as part of Continuum of Care meetings. As a result of consultation, linking constituents to appropriate resources to meet their unique needs is the anticipated outcome.	

Identify any Agency Types not consulted and provide rationale for not consulting.

There were not any agency types which the City of Conroe determined should not be consulted in the consideration of priority needs.

CDBG IN CONROE TEXAS IS AN ANSWER TO THE PRAYERS OF SO MANY.

****Conroe CDBG****
Changing lives, one house at a time.



Meeting Date: 12/13/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Other

Item Type: Other
N. Mikeska
Joint Meeting: No Joint Meeting

Description
Discuss the Municipal Service Agreement for Annexation Parcel 2023-05, which includes the area known as MacKenzie Creek, Section 5, Creekside Development.

Summary / Recommendation
Discuss the Municipal Service Agreement for Annexation Parcel 2023-05, which includes the area known as MacKenzie Creek, Section 5, Creekside Development.

Attachments
Service Agreement 2023 05 MacKenzie Creek

MUNICIPAL SERVICES AGREEMENT BETWEEN

THE CITY OF CONROE, TEXAS AND

CREEKSIDE COURT DEVELOPMENT, LP

This Municipal Services Agreement ("Agreement") is entered into on this 14th day of December, 2023 by and between the City of Conroe, Texas, a home-rule municipality of the State of Texas, ("City"), and CREEKSIDE COURT DEVELOPMENT, LP, a Texas limited partnership.

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, CREEKSIDE COURT DEVELOPMENT, LP is the owner of those certain parcels of land situated in Montgomery County, Texas, which consists of approximately 19.9822 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, CREEKSIDE COURT DEVELOPMENT, LP has filed a written petition with the City requesting full-purpose annexation of the Property.

WHEREAS, City and CREEKSIDE COURT DEVELOPMENT, LP desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the execution of this Agreement is subject to approval by the Conroe City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and CREEKSIDE COURT DEVELOPMENT, LP:

1. **PROPERTY.** This Agreement is only applicable to the Property described and set forth in Exhibit A attached.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

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3. MUNICIPAL SERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire –. The Conroe Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The Fire Department currently operates seven fire stations that are located on North Loop 336 East, East Foster Drive, Sgt. Ed Holcomb Blvd., Carter Moore Drive (N FM 3083 West), Walter Woodson Drive, Longmire Road, and Lake Conroe along SH 105 West. Each station responds to service calls within a primary zone but may be called upon to provide support within other areas of the City as necessary. The annexed area will initially be incorporated in the zones served by **Fire Station No. 3** on East Foster Drive. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations. Based on staffing, training, equipment, and cooperative agreements, should they be necessary, the City will provide quality fire service. Montgomery County Emergency Services District **No. 9 (ESD #9)** currently provides fire protection services to the area. After the area is annexed to Conroe, the City will require the ESD to remove the area from the territory of **ESD #9** immediately.

ii. Police – The City's Police Department will provide protection and law enforcement services. Law enforcement services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non- emergency service calls. No new patrol officers or patrol units are necessary as a result of this annexation and it is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the Conroe Police Headquarters located at 2300 Plantation Drive.

iii. Emergency Medical Services – The Montgomery County Hospital District currently provides EMS services throughout the County and will continue to provide those services for this area after annexation. Fire fighters may be dispatched to the scene of accidents or other medical emergencies to assist Hospital District EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

iv. Community Development and Code Enforcement – The City's Community Development and Code Enforcement Department will provide planning for future land use, City Code Enforcement and education, and abatement relating to code violations within the Property.

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v. Publicly Owned Parks, Facilities, and Buildings – Residents of the Property will be permitted to utilize all existing publicly- owned and available parks, facilities (including, community service facilities, future libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefore. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

vi. Streets, Roads and Street Lighting - The City is not responsible for the maintenance of private streets or roads in the annexed area. The City will assume the responsibility for maintenance of public streets and roads previously accepted for maintenance by official action of the Commissioners Court of Montgomery County. Any such streets or roads formerly maintained by Montgomery County that become subject to City annexation will be maintained in a condition which is at least equal to the County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard. It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The City may accept the dedication of public streets constructed in accordance with applicable development regulations of the City and will thereafter be responsible for their maintenance. This property may be subject to Impact Fees as determined by the City.

vii. Water and Wastewater

1. Public water or wastewater facilities within the City's extraterritorial jurisdiction may be operated by water related special districts (units of government) or by privately owned retail utilities that are granted exclusive operating rights within a specified area. Upon annexation the City is required to assume the ownership and operation of the utility systems of water related special districts. The City is prohibited by law from providing water or wastewater utility services within areas in which another retail utility has been granted exclusive service rights. The City reserves the right to negotiate with the owners of such utility systems to acquire the service rights of such providers, however, nothing in this service plan shall be construed to obligate the city to provide water or sewer services within the territory of such providers. Subject to the City's standard policies on the extension of utility services, water and wastewater utility service to the annexed area is presently available from the City of Conroe. Water and sewer utility services will be provided within the annexed territory on the same basis as provided in other areas of the City served by its municipal water and sewer utility.

2. The City provides fee-based water and wastewater services to the portions of the City which are not within an area served by another water or wastewater utility.

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Water and wastewater services are generally only provided to lots that have been properly subdivided or platted. The City may decline to provide service to any property that is not platted.

For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the City's standard requirements. Upon construction and dedication by the owner/developer the City agrees to provide services via the facilities and thereafter to maintain them.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law. The City provides fee-based household garbage collection services to single family residences. The City does not collect garbage from most commercial establishments. Commercial garbage collection and disposal is available from any solid waste collection business within the City that is currently authorized to do so through a franchise agreement. Apartments and other multifamily buildings are considered commercial and must obtain collection services from one of these authorized companies. The City may, at its discretion, agree to provide service to small commercial establishments and small multifamily buildings that generate waste collection demands similar to a single-family residence. The City currently provides residential garbage collection and recycling for single-family residences at the street curb using a contract service provider. The current contract provider employs an automated collection system that requires use of a specific collection container. In accordance with the currently established policy, each household will be provided a collection container for waste disposal and recycling. Additional waste disposal containers may be obtained for a fee; however, up to three additional recycling containers may be obtained at no charge. Various waste management service providers may currently provide collection services within the annexed area on a contract basis with individual property owners. Upon the second anniversary of the effective date of annexation, providers shall be prohibited from the further provision within the proposed annexation's residential areas. Pending the expiration of such two-year period, the City shall not apply any fee for solid waste management services or be required to provide solid waste collection services within the proposed annexation's residential areas. The City may commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

ix. Platting, Engineering, and Building – The City's Platting, Engineering, and Building Departments will provide land development, platting, drainage, detention and building review and inspection services in accordance with all applicable laws, rules, and regulations.

SAB

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Administrator. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City and CREEKSIDE COURT DEVELOPMENT, LP represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. CREEKSIDE COURT DEVELOPMENT, LP acknowledges that approval of the Annexation Ordinance is within the sole jurisdiction of the City.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on CREEKSIDE COURT DEVELOPMENT, LP

SAB.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF CONROE

By:_____

Mayor

Approved as to Form:

_____

City Attorney

Attest:

_____

City Secretary

CREEKSIDE COURT DEVELOPMENT, LP .

By: CREEKSIDE COURT DEVELOPMENT, LP

By: _____
Name: José A. Betancourt
Title: General Manager

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the____day of_____, 2023 by _____, Mayor of the City of Conroe, a home-rule municipality of the State of Texas, on behalf of said city.

_____
Notary Public, State of Texas

State of Texas §
County of Harris §

This instrument was acknowledged before me on the 8th day of November, 2023 by Jose A, Betancourt of CREEKSIDE COURT DEVELOPMENT, LP a Texas limited partnership, on behalf of said limited partnership.

Noreen Zaidi
_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
NOREEN ZAIDI
Notary ID #129862308
My Commission Expires
January 27, 2027

After Recording Return to: City Secretary
City of Conroe
300 West Davis
Conroe, Texas 77301

SAB

Meeting Date: 12/13/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Ordinance

Item Type: Ordinance
N. Mikeska
Joint Meeting: No Joint Meeting

Description

Discuss an Ordinance for the Annexation of Parcel 2023-05, which includes an area known as MacKenzie Creek, Section 5, Creekside Court Development, located North of Crighton Rd., East of S. Loop 336 E, and West of FM 3083, as presented in a Public Hearing held on November 8, 2023; to be effective December 14, 2023 at 11:59 P.M.

Summary / Recommendation

Discuss an Ordinance for the Annexation of Parcel 2023-05, which includes an area known as MacKenzie Creek, Section 5, Creekside Court Development, located North of Crighton Rd., East of S. Loop 336 E, and West of FM 3083, as presented in a Public Hearing held on November 8, 2023; to be effective December 14, 2023 at 11:59 P.M.

Attachments

2023 05 Ordinance
Exhibit A 2023 05
2023 05 Map
12 14 23 Exhibit B Service Agreement

CERTIFICATE FOR ORDINANCE

I.

On the 14th day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Ordinance, to-wit:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, EXTENDING THE BOUNDARIES OF THE CITY OF CONROE, TEXAS, BY ANNEXATION OF CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY; APPROVING A SERVICE AGREEMENT FOR SUCH TERRITORY; MAKING FINDINGS INCIDENT TO SUCH ANNEXATION; PROVIDING FOR EFFECTIVE DATE AND ORDAINING OTHER RELATED MATTERS

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Ordinance, except the following: _____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

A true, full and correct copy of the Ordinance adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 14th day of December, 2023.

_____
SOCO M. GORJON, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, EXTENDING THE BOUNDARIES OF THE CITY OF CONROE, TEXAS, BY ANNEXATION OF CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY; APPROVING A SERVICE AGREEMENT FOR SUCH TERRITORY; MAKING FINDINGS INCIDENT TO SUCH ANNEXATION; PROVIDING FOR EFFECTIVE DATE AND ORDAINING OTHER RELATED MATTERS

* * * * * * * * * *

WHEREAS, the territory described in Exhibit A to this ordinance is wholly located within the extraterritorial jurisdiction of the City of Conroe, Texas and is adjacent and contiguous to the existing boundaries of the City or adjacent and contiguous to an area that is the subject of a development agreement made by the City pursuant to Texas Local Government Code § 43.016(b)(1); and

WHEREAS, each owner of land in the territory described in Exhibit A has requested annexation of the territory pursuant to Subchapter C-3 of Chapter 43, Texas Local Government Code; and

WHEREAS, the City Council has negotiated and entered into a written agreement with the owner(s) of land in the territory for the provision of services in the territory and a copy of such written agreement is attached hereto as Exhibit B; and

WHEREAS, on November 8, 2023, the City Council conducted a public hearing at which time interested persons were given the opportunity to be heard before the adoption of the annexation ordinance; and

WHEREAS, prior to the public hearing notice of the date, time and subject of the public hearing was published once in a newspaper of general circulation in the municipality and the area proposed to be annexed with the date of publication being on or after the 20th day but before the 10th day before the date of the public hearing; and

WHEREAS, notice of the public hearing was posted on the City's Internet website on or after the 20th day but before the 10th day before the date of the public hearing and the notice remained posted until after the date of the public hearing; and

WHEREAS, the territory to be annexed is wholly located within the boundaries of the Willis Independent School District and there are no public-school district facilities within the territory and the written notice required by Texas Local Government Code § 43.905 was provided to the school district within the time period prescribed by Texas Local Government Code § 43.0673; and

WHEREAS, within the time period prescribed by Texas Local Government Code § 43.0673, the written notice required by Texas Local Government Code § 43.9051 was provided to each public entity located in or providing services within the territory to be annexed; and

WHEREAS, annexation of the territory described in Exhibit A is authorized by Sec. 1.04 of the Home Rule Charter of the City of Conroe:

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

Section 1. That the recitals set forth in the preamble to this ordinance are hereby adopted as findings of the City Council.

Section 2. Effective from and after 11:59 pm on December 14th, 2023, the territory more particularly described in Exhibit A attached hereto is annexed to the City of Conroe, Texas and the boundaries of the municipality are extended to incorporate such territory within the City for general municipal purposes.

Section 3. Full municipal services shall be provided in the annexed territory in conformity with the Service Agreement attached hereto as Exhibit B which was executed on December 14, 2023 prior to this annexation.

Section 4. Community Development shall notify any Emergency Services District whose territory includes the annexed territory of the City's assumption of responsibility for the provision of fire protection services within the annexed territory and shall request the District to immediately remove the annexed territory from the boundaries of the District.

Section 5. This ordinance shall not repeal, impair, modify, or in anywise affect any other ordinance annexing territory to the City of Conroe, whether finally passed or otherwise. The procedure initiated hereby and the annexation proceedings instituted hereunder shall be independent of any other proposed and pending annexation of such territory, and such other proceedings shall not be affected hereby.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such illegality, unconstitutionality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Conroe, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of such area, and the City Council hereby declares it to be its purpose to annex to the City of Conroe every part of the areas described in Exhibit "A", of this ordinance, regardless of whether any other

part of such described area is hereby effectively annexed to the City. Provided, further, that if there is included in the description of territory set out in Exhibit "A", of this ordinance to be hereby annexed to the City of Conroe any lands or area which are presently part of and included in the limits of any other city, town, or village, or which are not within the jurisdiction or power of the City of Conroe to annex, the same is hereby excluded and excepted from the territory to be hereby annexed as fully as if such excluded and excepted areas were expressly described herein.

Section 7. This ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this the 14th day of December, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
MIKE GARNER, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

SUBJECT TRACT DESCRIPTION:

Being a 19.9822 acres (870,425 square feet) of land situated in the Alexander McCowan Survey, A-370 of Montgomery County, Texas being all of a called 20.00 acre tract of land as described in an instrument to Ferdinand F. Boudreau, III, et. ux., recorded under Clerk's File Number (C.F.N.) 9232686 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), said 19.9822 acre tract of land being more particularly described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), Central Zone (4203) and referenced to monuments found along the West line of a called 4.498 acre tract of land as cited herein:

COMMENCING at a 3/4 inch iron pipe found for the South corner of a called 4.498 acre tract of land as described in an instrument to Lucio Popoca, et. ux., recorded under C.F.N. 2007047051 of the O.P.R. M.C.T., same being the East corner of a called 1.500 acre tract of land as described in an instrument to Carlos Cruz, recorded under C.F.N. 2001-027018 of the O.P.R. M.C.T., lying on the Northwest right-of-way line of Creighton Road (100 foot wide public right-of-way);

THENCE North 71°10'41" East, along and with the Southeast line of said 4.498 acre tract and the Northwest right-of-way line of said Creighton Road, a distance of 274.72 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the South corner and POINT OF BEGINNING of the herein described tract and said 20.00 acre tract, same being the East corner of said 4.498 acre tract;

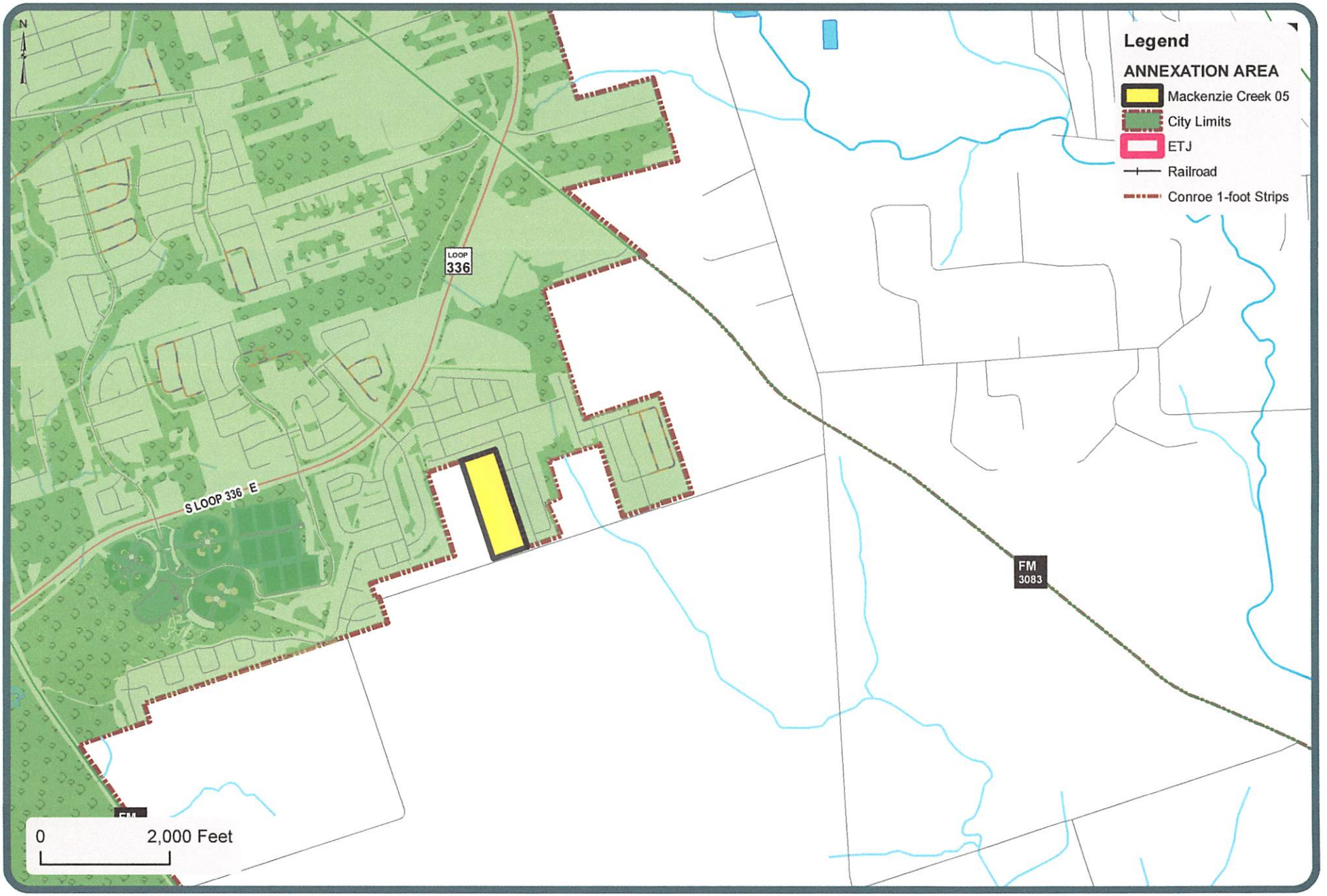
THENCE North 18°24'24" West, along and with the common line of said 4.498 acre tract and said 20.00 acre tract, a distance of 1,583.99 feet to a 1/2 inch iron rod found for the West corner of the herein described tract and said 20.00 acre tract, same being the North corner of a called 2.00 acre tract of land as described in an instrument to Jose Eledio Olmos, et. al., recorded under C.F.N. 2003064482 of the O.P.R. M.C.T., lying on the Southeast line of Lot 4, Block 2 as shown on the plat of MACKENZIE CREEK SECTION 2, a subdivision per plat recorded under Cabinet Z, Sheet 6923 of the Map Records of Montgomery County, Texas;

THENCE North 71°06'12" East, along and with the Northwest line of said 20.00 acre tract and a Southeast line of said MACKENZIE CREEK SECTION 2, passing at a distance of 10.01 feet a 1/2 inch iron rod with cap found for East corner of said Lot 4 and continuing for a total distance of 549.15 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the North corner of the herein described tract and said 20.00 acre tract, same being the West corner of Restricted Reserve “D” of said MACKENZIE CREEK SECTION 2, lying on the Southeast line of Lot 18, Block 2 of said MACKENZIE CREEK SECTION 2, from which a 1/2 inch iron rod with cap found bears North 71°06'12" East, a distance of 20.86 feet for the East corner of said Lot 18 and the South corner of Lot 19, Block 2 of said MACKENZIE CREEK SECTION 2;

THENCE South 18°26'36" East, along and with the Northeast line of said 20.00 acre tract and the Southwest line of said Restricted Reserve “D”, a distance of 1,583.29 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the East line of the herein described tract and said 20.00 acre tract, same being the South corner of said Restricted Reserve “D”, lying on the Northwest right-of-way line of said Creighton Road;

THENCE South 71°01'54" West, along and with the Southeast line of said 20.00 acre tract and the Northwest right-of-way line of said Creighton Road, distance of 550.17 feet to the POINT OF BEGINNING and containing a computed 19.9822 acres (870,425 square feet) of land.

The City of Conroe provides this information with the understanding that it is not guaranteed to be accurate, correct or complete. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness and timeliness of the materials presented. The City of Conroe assumes no liability for damages incurred directly or indirectly as a result of incomplete, incorrect or omitted information, even if the City is advised of the possibility that the information may not be accurate. The user of this information assumes all liability for their dependence on this information and assumes all responsibility for its use.



CITY OF CONROE, TEXAS
WWW.CITYOFCONROE.ORG

Figure 1 - 2023-05 - Mackenzie Creek 05
~ 19.9822 Ac. with ~ 1 Parcel ~ 0 Rooftop

MUNICIPAL SERVICES AGREEMENT BETWEEN

THE CITY OF CONROE, TEXAS AND

CREEKSIDE COURT DEVELOPMENT, LP

This Municipal Services Agreement ("Agreement") is entered into on this 14th day of December, 2023 by and between the City of Conroe, Texas, a home-rule municipality of the State of Texas, ("City"), and CREEKSIDE COURT DEVELOPMENT, LP, a Texas limited partnership.

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, CREEKSIDE COURT DEVELOPMENT, LP is the owner of those certain parcels of land situated in Montgomery County, Texas, which consists of approximately 19.9822 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, CREEKSIDE COURT DEVELOPMENT, LP has filed a written petition with the City requesting full-purpose annexation of the Property.

WHEREAS, City and CREEKSIDE COURT DEVELOPMENT, LP desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the execution of this Agreement is subject to approval by the Conroe City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and CREEKSIDE COURT DEVELOPMENT, LP:

1. **PROPERTY.** This Agreement is only applicable to the Property described and set forth in Exhibit A attached.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

JAB

3. MUNICIPAL SERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire –. The Conroe Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The Fire Department currently operates seven fire stations that are located on North Loop 336 East, East Foster Drive, Sgt. Ed Holcomb Blvd., Carter Moore Drive (N FM 3083 West), Walter Woodson Drive, Longmire Road, and Lake Conroe along SH 105 West. Each station responds to service calls within a primary zone but may be called upon to provide support within other areas of the City as necessary. The annexed area will initially be incorporated in the zones served by **Fire Station No. 3** on East Foster Drive. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations. Based on staffing, training, equipment, and cooperative agreements, should they be necessary, the City will provide quality fire service. Montgomery County Emergency Services District **No. 9 (ESD #9)** currently provides fire protection services to the area. After the area is annexed to Conroe, the City will require the ESD to remove the area from the territory of **ESD #9** immediately.

ii. Police – The City's Police Department will provide protection and law enforcement services. Law enforcement services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non- emergency service calls. No new patrol officers or patrol units are necessary as a result of this annexation and it is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the Conroe Police Headquarters located at 2300 Plantation Drive.

iii. Emergency Medical Services – The Montgomery County Hospital District currently provides EMS services throughout the County and will continue to provide those services for this area after annexation. Fire fighters may be dispatched to the scene of accidents or other medical emergencies to assist Hospital District EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

iv. Community Development and Code Enforcement – The City's Community Development and Code Enforcement Department will provide planning for future land use, City Code Enforcement and education, and abatement relating to code violations within the Property.

SAB

v. Publicly Owned Parks, Facilities, and Buildings – Residents of the Property will be permitted to utilize all existing publicly- owned and available parks, facilities (including, community service facilities, future libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefore. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

vi. Streets, Roads and Street Lighting - The City is not responsible for the maintenance of private streets or roads in the annexed area. The City will assume the responsibility for maintenance of public streets and roads previously accepted for maintenance by official action of the Commissioners Court of Montgomery County. Any such streets or roads formerly maintained by Montgomery County that become subject to City annexation will be maintained in a condition which is at least equal to the County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard. It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The City may accept the dedication of public streets constructed in accordance with applicable development regulations of the City and will thereafter be responsible for their maintenance. This property may be subject to Impact Fees as determined by the City.

vii. Water and Wastewater

1. Public water or wastewater facilities within the City's extraterritorial jurisdiction may be operated by water related special districts (units of government) or by privately owned retail utilities that are granted exclusive operating rights within a specified area. Upon annexation the City is required to assume the ownership and operation of the utility systems of water related special districts. The City is prohibited by law from providing water or wastewater utility services within areas in which another retail utility has been granted exclusive service rights. The City reserves the right to negotiate with the owners of such utility systems to acquire the service rights of such providers, however, nothing in this service plan shall be construed to obligate the city to provide water or sewer services within the territory of such providers. Subject to the City's standard policies on the extension of utility services, water and wastewater utility service to the annexed area is presently available from the City of Conroe. Water and sewer utility services will be provided within the annexed territory on the same basis as provided in other areas of the City served by its municipal water and sewer utility.

2. The City provides fee-based water and wastewater services to the portions of the City which are not within an area served by another water or wastewater utility.

JAB.

Water and wastewater services are generally only provided to lots that have been properly subdivided or platted. The City may decline to provide service to any property that is not platted.

For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the City's standard requirements. Upon construction and dedication by the owner/developer the City agrees to provide services via the facilities and thereafter to maintain them.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law. The City provides fee-based household garbage collection services to single family residences. The City does not collect garbage from most commercial establishments. Commercial garbage collection and disposal is available from any solid waste collection business within the City that is currently authorized to do so through a franchise agreement. Apartments and other multifamily buildings are considered commercial and must obtain collection services from one of these authorized companies. The City may, at its discretion, agree to provide service to small commercial establishments and small multifamily buildings that generate waste collection demands similar to a single-family residence. The City currently provides residential garbage collection and recycling for single-family residences at the street curb using a contract service provider. The current contract provider employs an automated collection system that requires use of a specific collection container. In accordance with the currently established policy, each household will be provided a collection container for waste disposal and recycling. Additional waste disposal containers may be obtained for a fee; however, up to three additional recycling containers may be obtained at no charge. Various waste management service providers may currently provide collection services within the annexed area on a contract basis with individual property owners. Upon the second anniversary of the effective date of annexation, providers shall be prohibited from the further provision within the proposed annexation's residential areas. Pending the expiration of such two-year period, the City shall not apply any fee for solid waste management services or be required to provide solid waste collection services within the proposed annexation's residential areas. The City may commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

ix. Platting, Engineering, and Building – The City's Platting, Engineering, and Building Departments will provide land development, platting, drainage, detention and building review and inspection services in accordance with all applicable laws, rules, and regulations.

SAB

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Administrator. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City and CREEKSIDE COURT DEVELOPMENT, LP represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. CREEKSIDE COURT DEVELOPMENT, LP acknowledges that approval of the Annexation Ordinance is within the sole jurisdiction of the City.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on CREEKSIDE COURT DEVELOPMENT, LP

SAB.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF CONROE

By:_____

Mayor

Approved as to Form:

_____

City Attorney

Attest:

_____

City Secretary

CREEKSIDE COURT DEVELOPMENT, LP .

By: CREEKSIDE COURT DEVELOPMENT, LP

By: _____
Name: José A. Betancourt
Title: General Manager

State of Texas §
County of Montgomery §

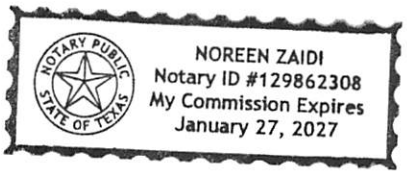
This instrument was acknowledged before me on the____day of_____, 2023 by _____, Mayor of the City of Conroe, a home-rule municipality of the State of Texas, on behalf of said city.

_____
Notary Public, State of Texas

State of Texas §
County of Harris §

This instrument was acknowledged before me on the 8th day of November, 2023 by Jose A, Betancourt of CREEKSIDE COURT DEVELOPMENT, LP a Texas limited partnership, on behalf of said limited partnership.

Noreen Zaidi
_____
Notary Public, State of Texas



After Recording Return to: City Secretary
City of Conroe
300 West Davis
Conroe, Texas 77301

SAB

Meeting Date: 12/13/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Resolution

Item Type: Resolution
N. Mikeska
Joint Meeting: No Joint Meeting

Description
Discuss a Petition from Municipal Utility District No. 138 to allow the District to annex into the District 108.132 acres.

Summary / Recommendation
Discuss a Petition from Municipal Utility District No. 138 to allow the District to annex into the District 108.132 acres.

Attachments
Resolution MUD 138 Adding 108 + Acres
Petition MUD 138 Adding 108 + Acres
M & B MUD 138 Adding 108+ Acres
MUD 138 Survey
MUD 138 Adding 108+ Acres Concept
MUD 138 Lot Size Variance Request Approved

CERTIFICATE FOR RESOLUTION

I.

On the 14th day of December 2023, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem, Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 14th day of December, 2023.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138.

* * * * * * * * * * *

WHEREAS, by Resolution No. 4110-13, passed and approved on December 12, 2013 (the "Consent Resolution"), the City Council of the City of Conroe, Texas, granted its consent to the creation of Montgomery County Municipal Utility District No. 138 (the "District"); and

WHEREAS, such consent was given upon and subject to the terms and conditions set forth in the Consent Resolution (the "Consent Conditions"); and

WHEREAS, such terms and conditions include, among other matters, the requirement that the City's written consent be granted by resolution or ordinance of the City Council prior to the annexation of additional land to the District; and

WHEREAS, by petition dated July 12, 2022, a copy of which petition is attached hereto as Exhibit A and incorporated herein by reference, CONVAR PROPERTIES, INC., joined by the District has requested the City's consent to the District's annexation of 108.132 acres of land described in the petition attached hereto as Exhibit A and incorporated herein by reference, said land to be annexed and included within the boundaries of the District and made subject to the previously established Consent Conditions prescribed by the Consent Resolution; and

WHEREAS, the City Council finds and determines that it is in the public interest to grant the petition and permit the land described in Exhibit A to be included within the boundaries of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. All of the matters and facts set out in the preamble hereof are true and correct.

Section 2. The City Council officially finds, determines, recites and declares 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 Act, Chapter 551, Government Code, as amended, 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 ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. The District agrees not to alter the District boundaries, whether sub-dividing, increasing/adding, or decreasing the boundaries, without the consent of the City, regardless of legislative or state granted authority to do so.

Section 4. This property may be subject to any impact fees enacted or imposed by the City pursuant to Chapter 395 of the LGC.

Section 5. The City Council of the City of Conroe, Texas, hereby consents to the District's annexation of the lands described by metes and bounds in the Petition attached hereto as Exhibit A, said consent being given subject to the Consent Conditions heretofore established by the Consent Resolutions which conditions are extended and made applicable to the property described in the attached Petition upon the annexation of such property by the District. At the District's request, this consent is given with conditions to allow the District to move forward subject to this consent being automatically revoked if the District does not complete the annexation within 180 days of the date of this Resolution, otherwise to remain in full force and effect.

Section 6. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 14th day of December, 2023.

_____

JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

ATTEST:

_____

MIKE GARNER, Interarm City Attorney

_____

SOCO M. GORJON, City Secretary

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

The undersigned, CONVAR PROPERTIES, INC., a Texas corporation (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Conroe, Texas (the "City"), for its written consent to the annexation by the District of approximately 108.132 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on June 14, 2013, pursuant to the provisions of Senate Bill No. 623, Act of the 83rd Legislature, codified as Chapter 8422, Texas Special District Local Laws Code. The District was created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Montgomery Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Montgomery County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village except the City, and no part of the Land is within the extraterritorial jurisdiction (as such term is

defined of Texas Local Government Code Section 42.021 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Montgomery County, Texas, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is $20,346,000.

VIII.

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, has entered into an earnest money contract to purchase all or a portion of the Land and desires to be considered a Petitioner to the addition of the Land to the District.

IX.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on July 12, 2022.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 138

By: Sumahan Bonnerjee

Name: SUMAHAN BONNERJEE

Title: President

ATTEST:

(SEAL)

By: Chance Mock

Name: Chance Mock

Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on June 28, 2022, by Sumahan Bonnerjee, as President, and Chance Mock, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138, a political subdivision of the State of Texas, on behalf of said political subdivision.

JANE HAWKE MILLER
Notary ID #2654531
My Commission Expires
February 14, 2023

Notary Public, State of Texas

(NOTARY SEAL)

1024280

CONVAR PROPERTIES, INC.,
a Texas corporation

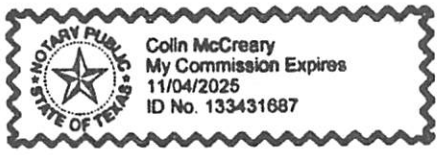
By: _____
Ricardo Aboumrad, Secretary

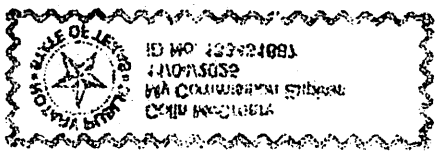
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on JULY 6th, 2022, by Ricardo Aboumrad, Secretary of CONVAR PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

(NOTARY SEAL)





Earnest Money Contract Holder:

MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company

By: _____

Name: David W. Jordan

Title: Vice President - Land Acquisition

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on JULY 12th, 2022, by DAVID JORDAN, VP OF LAND ACQUISITION of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC STATE OF TEXAS
Colin McCreary
My Commission Expires
11/04/2025
ID No. 133431687

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

Colin McGreig
My Commission Expires
11/04/2025
ID No. 133131687

EXHIBIT A

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
T.B.P.E.L.S. 10112200
P.O. Box 2501 Conroe Texas 77305
Phone (936)756-5266, Fax (936)756-5281

March 16, 2022

BEING 108.132 ACRES OF LAND IN THE JOHN TOOPS SURVEY, A-563, MONTGOMERY COUNTY, TEXAS, SAID 108.132 ACRES BEING THE SAME TRACT OF LAND CALLED 108.111 ACRES AS CONVEYED TO CONVAR PROPERTIES, INC; DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 8757439, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 108.132 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 1" iron pipe found for the North corner of Lot 17, Crystal Creek Forest, a subdivision, map of which is recorded in Cabinet A, Sheet 20-A, Montgomery County Map Records, the East corner of the herein described tract, in the Southwest line of the Michael R. Avey and Elana M. Avey 18.904 acre tract of land, deed of which is recorded under County Clerk's File Number 2007-004624, Montgomery County Real Property Records;

THENCE S. 56° 55' 06" W., along the Northwest line of Crystal Creek Forest for a distance of 2,991.69 feet, (call 2,992.71 feet) to a 5/8" iron rod found for the West corner of said Crystal Creek Forest, the South corner of the herein described tract, in the Northeast line of State Highway Loop 336, (right of way varies Vol. 608, Pg. 580, M.C.D.R.);

THENCE N. 38° 51' 27" W., along the Northeast line of Loop 336 for a distance of 306.02 feet, (call 306.56 feet) to a 4" x 4" concrete monument found;

THENCE N. 38° 17' 35" W., continuing along said Northeast line for a distance of 281.81 feet, (call 282.14 feet) to a 4" x 4" concrete monument found for the beginning of a curve to the left;

THENCE in a Northwesterly direction, continuing with the said Northeast line, along said curve to the left having a radius of 2,948.83 feet, a central angle of 05° 00' 20", for an arc length of 257.62 feet to a 4" x 4" concrete monument found for the end of curve;

THENCE N. 53° 29' 04" W., continuing along the said Northeast line for a distance of 205.97 feet to a 4" x 4" concrete monument found for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said Northeast line, along said curve to the left having a radius of 2,939.83 feet, a central angle of 05° 59' 19", for an arc length of 307.28 feet, chord bears N. 55° 49' 01" W., 307.14 feet to a 4" x 4" concrete monument found for the end of curve;

THENCE N. 61° 57' 56" W., continuing along the said Northeast line for a distance of 101.87 feet to a 4" x 4" concrete monument found for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said Northeast line, along said curve to the left having a radius of 2,934.83 feet, a central angle of 02° 28' 20", for an arc length of 126.63 feet, chord bears N. 62° 12' 35" W., 126.62 feet to a 5/8" iron rod found with a cap stamped " KLSS 4503 " for the South corner of the P.R.P. Investments 6.3639 acre tract of land, deed of which is recorded under County Clerk's File Number 8404508, Montgomery County Real Property Records, same being the West corner of the herein described tract;

THENCE N. 56° 18' 42" E., leaving the Northeast line of Loop 336, along the Southeast line of the said 6.3639 acre tract for a distance of 234.35 feet to a 5/8" iron rod found;

THENCE N. 57° 07' 27" E., passing the East corner of the 6.3639 acre tract 5.53 feet North, passing the South corner of the Western Waste of Texas, Inc; 49.8210 acre tract 6.63 North, passing at 1,581.92 feet a ¾" iron rod found for a corner of the said 49.8210 acre tract, same being the South corner of Hillgreen Subdivision, map of which is recorded in Cabinet E, Sheet 183-A, Montgomery County Map Records and continuing in all for a distance of 3.151.68 feet, (call 3,152.50 feet) to a 1-1/4" iron rod found for the East corner of Hillgreen Subdivision, the North corner of the herein described tract, in the Southwest line of the Aprill M. Rowe and Wayne Rambarran 13.7767 acre tract of land, deed of which is recorded under County Clerk's File Number 2016-009138, Montgomery County Real Property Records;

THENCE S. 35° 03' 26" E., along the above mentioned Southwest line for a distance of 381.03 feet, (call) to a ¾" iron pipe found for the South corner of the said 13.7767 acre tract, the West corner of the Allan R. Jamail and Shirley Jamail 15 acre tract of land, deed of which is recorded under County Clerk's File Number 8512581, Montgomery County Real Property Records;

THENCE S. 33° 33' 23" E., passing at 913.02 feet and 2.42 feet Southwest a ½" iron rod found for the apparent South corner of the Melvin W. Carnes and Doris M. Carnes Revocable Living Trust 10.2 acre tract of land, deed of which is recorded under County Clerk's File Number 9809410, Montgomery County Real Property Records, same being the apparent West corner of the said Avery tract and continuing in all for a distance of 1,122.30 feet, (call 1,120.05 feet) to the POINT OF BEGINNING and containing in all 108.132 acres of land.

This description is based upon a Land Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated March 16, 2022. Bearings are based upon the Texas State Plane Coordinate system, NAD '83, Central Zone.

Jeffrey Moon
Registered Professional
Land Surveyor No. 4639
T.B.P.E.L.S. No. 10112200



108.132acres

EXHIBIT B

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Conroe, or otherwise acquiring waterworks systems, sanitary sewer collection and treatment systems and drainage facilities, roads, and parks and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Notwithstanding the foregoing, the District may, in addition, issue refunding bonds of any type permitted by Texas law, including, without limitation, current or exchange refunding bonds and advance refunding bonds. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds not later than any date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and, except for refunding bonds, shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any premium as well as the interest rate borne by such bonds, shall not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) No land will be added or annexed to the District until the City of Conroe has given its written consent by resolution of the City Council to such addition or annexation.

(c) The District, its directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative before the commencement of any construction within the District all plans and specifications. All water wells, water meters, all valves, pipes and appurtenances installed or used within the District shall conform to the specifications of the City of Conroe. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District shall comply with the city of Conroe's standard plans and specifications. The District will advertise for bids for all construction contracts calling for the expenditure of more than $75,000 and will endeavor to receive four (4) or more bids for all work. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City of Conroe, stating the date that such construction will be commenced. The construction of the District's water, sanitary, sewer and drainage

facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Conroe, and during the progress of the construction and installation of such facilities, the City of Conroe or an employee thereof, shall be permitted to make periodic on-the-ground inspections.

(d) Prior to the construction or installation of additions; water wells within the District, the District, its Directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative plans and specifications with respect to the construction of such wells, together with such information concerning the projected usages of water to be supplied from such wells as may reasonably be necessary to demonstrate that the construction and operation of such additional wells will have no materials adverse effect upon the underlying water bearing strata within the City of Conroe limits and its extraterritorial jurisdiction.

EXHIBIT A

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
T.B.P.E.L.S. 10112200
P.O. Box 2501 Conroe Texas 77305
Phone (936)756-5266, Fax (936)756-5281

March 16, 2022

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THENCE S. 35° 03' 26" E., along the above mentioned Southwest line for a distance of 381.03 feet, (call) to a ¾" iron pipe found for the South corner of the said 13.7767 acre tract, the West corner of the Allan R. Jamail and Shirley Jamail 15 acre tract of land, deed of which is recorded under County Clerk's File Number 8512581, Montgomery County Real Property Records;

THENCE S. 33° 33' 23" E., passing at 913.02 feet and 2.42 feet Southwest a ½" iron rod found for the apparent South corner of the Melvin W. Carnes and Doris M. Carnes Revocable Living Trust 10.2 acre tract of land, deed of which is recorded under County Clerk's File Number 9809410, Montgomery County Real Property Records, same being the apparent West corner of the said Avery tract and continuing in all for a distance of 1,122.30 feet, (call 1,120.05 feet) to the POINT OF BEGINNING and containing in all 108.132 acres of land.

This description is based upon a Land Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated March 16, 2022. Bearings are based upon the Texas State Plane Coordinate system, NAD '83, Central Zone.



Jeffrey Moon
Registered Professional
Land Surveyor No. 4639
T.B.P.E.L.S. No. 10112200

108.132acres

EXHIBIT B

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Conroe, or otherwise acquiring waterworks systems, sanitary sewer collection and treatment systems and drainage facilities, roads, and parks and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Notwithstanding the foregoing, the District may, in addition, issue refunding bonds of any type permitted by Texas law, including, without limitation, current or exchange refunding bonds and advance refunding bonds. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds not later than any date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and, except for refunding bonds, shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any premium as well as the interest rate borne by such bonds, shall not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) No land will be added or annexed to the District until the City of Conroe has given its written consent by resolution of the City Council to such addition or annexation.

(c) The District, its directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative before the commencement of any construction within the District all plans and specifications. All water wells, water meters, all valves, pipes and appurtenances installed or used within the District shall conform to the specifications of the City of Conroe. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District shall comply with the city of Conroe's standard plans and specifications. The District will advertise for bids for all construction contracts calling for the expenditure of more than $75,000 and will endeavor to receive four (4) or more bids for all work. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City of Conroe, stating the date that such construction will be commenced. The construction of the District's water, sanitary, sewer and drainage

facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Conroe, and during the progress of the construction and installation of such facilities, the City of Conroe or an employee thereof, shall be permitted to make periodic on-the-ground inspections.

(d) Prior to the construction or installation of additions; water wells within the District, the District, its Directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative plans and specifications with respect to the construction of such wells, together with such information concerning the projected usages of water to be supplied from such wells as may reasonably be necessary to demonstrate that the construction and operation of such additional wells will have no materials adverse effect upon the underlying water bearing strata within the City of Conroe limits and its extraterritorial jurisdiction.

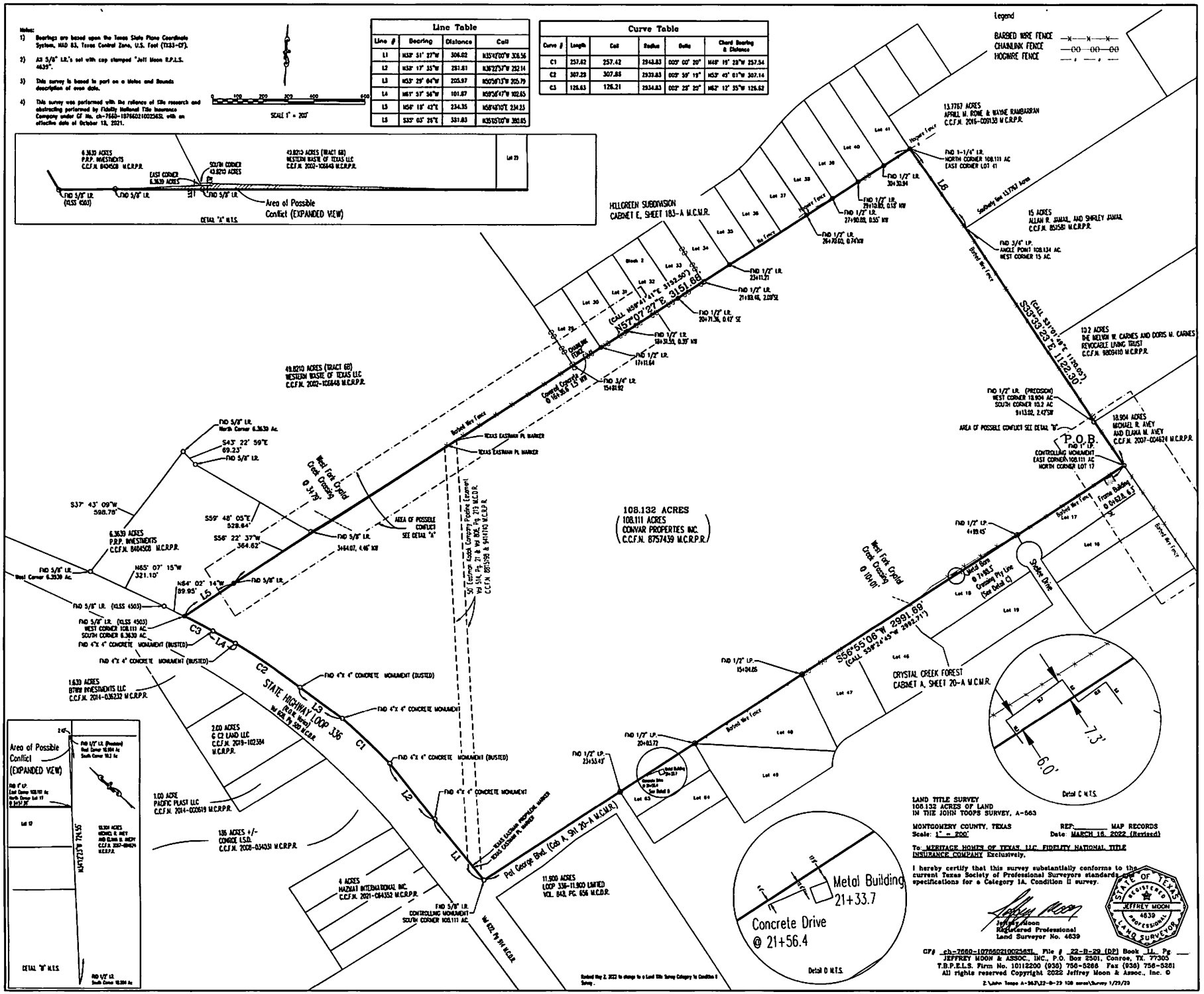
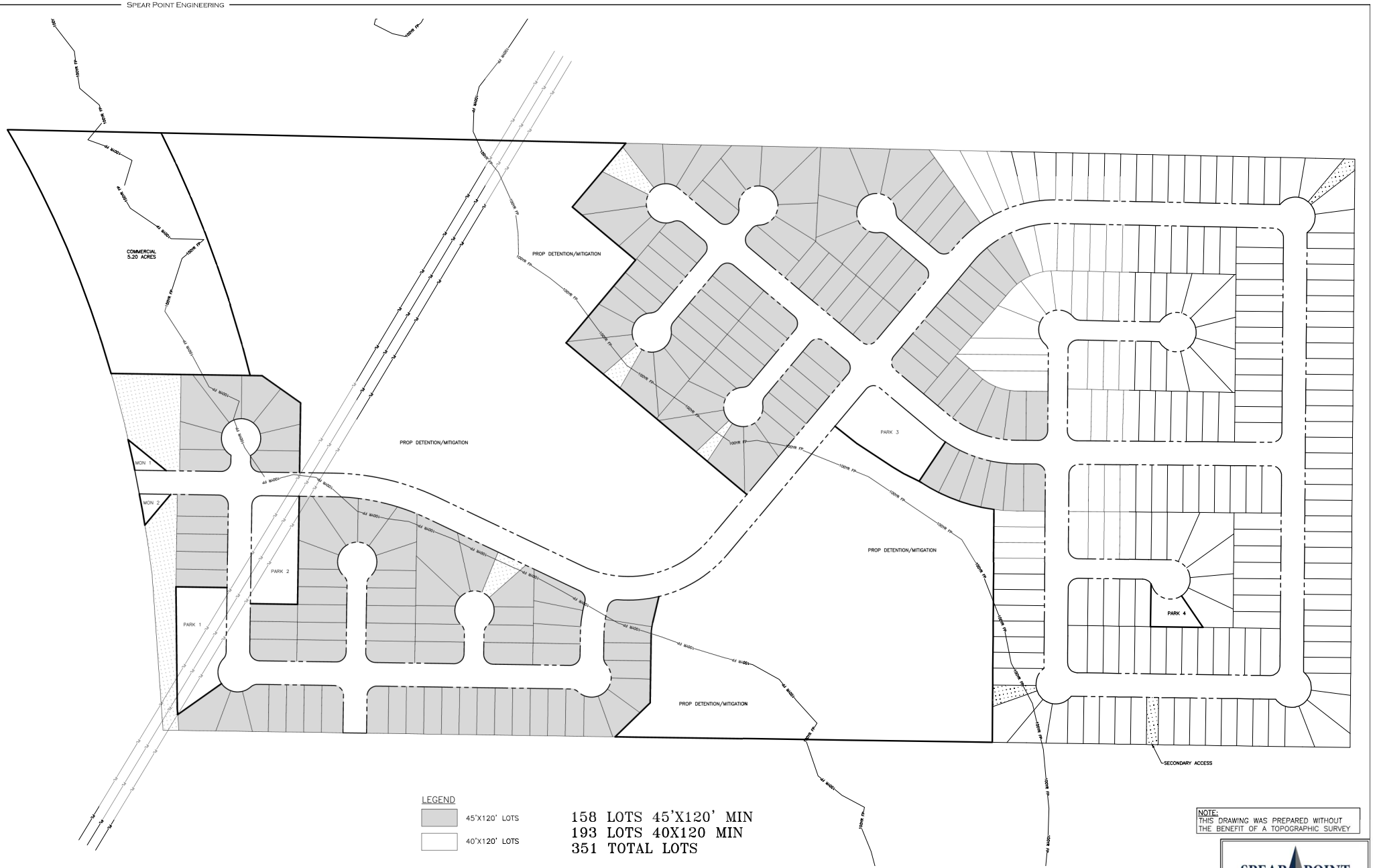

Notes:
1) Bearings are based upon the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, U.S. Foot (TX83-CF).
2) All 5/8" I.R.'s set with cap stamped "Jeff Moon R.P.L.S. 4639".
3) This survey is based in part on a Metes and Bounds description of even date.
4) This survey was performed with the reliance of title research and abstracting performed by Fidelity National Title Insurance Company under GF No. ch-7660-1076602100253SL with an effective date of October 13, 2021.
SCALE 1" = 200'
Line Table
Line # | Bearing | Distance | Call
L1 | N59° 51' 27"W | 306.02 | N35°47'00"W 306.56
L2 | N53° 17' 35"W | 251.81 | N38°23'57"W 252.14
L3 | N53° 29' 04"W | 205.97 | N50°56'13"W 205.79
L4 | N61° 37' 56"W | 101.87 | N39°56'47"W 102.65
L5 | N56° 18' 42"E | 234.35 | N58°48'10"E 234.23
L6 | S35° 03' 29"E | 331.83 | N35°35'00"W 330.65
Curve Table
Curve # | Length | Call | Radius | Delta | Chord Bearing & Distance
C1 | 257.42 | 257.42 | 2943.83 | 005° 00' 20" | N48° 19' 28"W 257.34
C2 | 307.23 | 307.85 | 2939.83 | 005° 59' 19" | N53° 49' 01"W 307.14
C3 | 126.63 | 126.21 | 2934.83 | 002° 28' 20" | N52° 12' 35"W 126.62
Legend
BARBED WIRE FENCE
CHAINLINK FENCE
HOGWIRE FENCE
6.3639 ACRES P.R.P. INVESTMENTS C.C.F.N. 8404508 M.C.R.P.R.
43.8213 ACRES (TRACT 68) WESTERN WASTE OF TEXAS LLC C.C.F.N. 2002-105648 M.C.R.P.R.
SOUTH CORNER 43.8213 ACRES
EAST CORNER 6.3639 ACRES
FND 5/8" I.R. (XLSS 4503)
Area of Possible Conflict (EXPANDED VIEW)
DETAIL "A" N.T.S.
HILLCREEK SUBDIVISION CABINET E, SHEET 183-A M.C.M.R.
(CALL N59°41'41"E 3192.56')
N57°07'27"E 3151.86'
FND 1/2" I.R. 23+11.21
FND 1/2" I.R. 21+83.46, 2.09'SE
FND 1/2" I.R. 20+71.36, 0.47' SE
FND 1/2" I.R. 18+31.55, 0.39' NW
FND 1/2" I.R. 17+11.64
FND 3/4" I.R. 15+81.92
FND 1/2" I.R. 29+10.00, 0.18' NW
FND 1/2" I.R. 27+90.00, 0.55' NW
FND 1/2" I.R. 26+70.00, 0.74'NW
FND 1/2" I.R. 30+30.94
FND 1-1/4" I.R. NORTH CORNER 108.111 AC EAST CORNER LOT 41
13.7767 ACRES APRIL M. ROWE & WAYNE RAMBARRAN C.C.F.N. 2015-009130 M.C.R.P.R.
15 ACRES ALLAN R. JAMAL AND SHIRLEY JAMAL C.C.F.N. 8515581 M.C.R.P.R.
FND 3/4" I.P. ANGLE POINT 108.134 AC. WEST CORNER 15 AC.
(CALL S31°01'48"E 1170.00')
S30°33'29"E 1122.30'
10.2 ACRES IKE NELSON W. CARNES AND DORIS M. CARNES REVOCABLE LIVING TRUST C.C.F.N. 9809410 M.C.R.P.R.
FND 1/2" I.R. (PRECISION) WEST CORNER 18.904 AC SOUTH CORNER 10.2 AC 9+13.02, 2.42'SW
AREA OF POSSIBLE CONFLICT SEE DETAIL "B"
18.904 ACRES MICHAEL R. AMEY AND ELAINA M. AMEY C.C.F.N. 2007-034624 M.C.R.P.R.
P.O.B.
FND 1" I.P. CONTROLLING MONUMENT EAST CORNER 108.111 AC NORTH CORNER LOT 17
49.8210 ACRES (TRACT 68) WESTERN WASTE OF TEXAS LLC C.C.F.N. 2002-105648 M.C.R.P.R.
Barbed Wire Fence
Chainlink Fence @ 151.6' S
Crossing Cable @ 151.6' S
TEXAS EASTMAN PL MARKER
FND 5/8" I.R. North Corner 6.3639 Ac.
S43° 22' 59"E 89.23'
FND 5/8" I.R.
West Fork Cypress Creek Crossing @ 5+79
AREA OF POSSIBLE CONFLICT SEE DETAIL "A"
S37° 43' 09"W 598.78'
S59° 48' 05"E 528.64'
S56° 22' 37"W 364.62'
FND 5/8" I.R. 3+64.07, 4.46' NW
6.3639 ACRES P.R.P. INVESTMENTS C.C.F.N. 8404508 M.C.R.P.R.
FND 5/8" I.R. West Corner 6.3639 Ac.
N65° 07' 15"W 321.10'
N64° 02' 14"W 89.95'
FND 5/8" I.R.
L5
FND 5/8" I.R. (XLSS 4503)
FND 5/8" I.R. (XLSS 4503) WEST CORNER 108.111 AC SOUTH CORNER 6.3639 AC
FND 4"X 4" CONCRETE MONUMENT (BUSTED)
C3
L4
C2
L3
C1
L2
L1
STATE HIGHWAY LOOP 336 (R.O.W. Varies) W 65ft Pr 50ft M.C.R.
50' George Cook Company Private Easement Vol 514, Pg. 27 & Vol 808, Pg. 213 M.C.D.R. C.C.F.N. 8511598 & 9411710 M.C.R.P.R.
1.639 ACRES BTWW INVESTMENTS LLC C.C.F.N. 2014-036232 M.C.R.P.R.
2.00 ACRES G C2 LAND LLC C.C.F.N. 2019-102584 M.C.R.P.R.
1.00 ACRE PACIFIC PLAST LLC C.C.F.N. 2014-020619 M.C.R.P.R.
135 ACRES +/- CONROE I.S.D. C.C.F.N. 2008-034031 M.C.R.P.R.
4 ACRES HAZMAT INTERNATIONAL INC. C.C.F.N. 2021-084352 M.C.R.P.R.
FND 5/8" I.R. CONTROLLING MONUMENT SOUTH CORNER 108.111 AC.
W 65ft Pr 50ft M.C.R.
108.132 ACRES (108.111 ACRES CONVAR PROPERTIES INC. C.C.F.N. 8757439 M.C.R.P.R.)
West Fork Cypress Creek Crossing @ 10+01
FND 1/2" I.P. 15+04.85
FND 1/2" I.P. 20+63.72
FND 1/2" I.P. 23+55.43
Metal Box @ 21+83.5' Crossing Ply Line (See Detail C)
S56°55'06"W 2991.69' (CALL S59°24'45"W 2992.71')
CRYSTAL CREEK FOREST CABINET A, SHEET 20-A M.C.M.R.
Shake Drive
Detail C N.T.S.
Area of Possible Conflict (EXPANDED VIEW)
DETAIL "B" N.T.S.
Pal George Blvd. (Cab A, Sht 20-A M.C.M.R.)
11.900 ACRES LOOP 336-11.900 LIMITED VOL. 843, PG. 656 M.C.D.R.
Texas Eastman Property Marker
Metal Building 21+33.7
Concrete Drive @ 21+56.4
Detail D N.T.S.
Revised May 2, 2022 to change to a Land Title Survey Category to Condition II Survey.
LAND TITLE SURVEY
108.132 ACRES OF LAND
IN THE JOHN TOOPS SURVEY, A-563
MONTGOMERY COUNTY, TEXAS REF: _____ MAP RECORDS
Scale: 1" = 200' Date: MARCH 15, 2022 (Revised)
To: MERITAGE HOMES OF TEXAS, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY Exclusively.
I hereby certify that this survey substantially conforms to the current Texas Society of Professional Surveyors standards and specifications for a Category 1A, Condition II survey.
Jeffrey Moon
Registered Professional Land Surveyor No. 4639
STATE OF TEXAS REGISTERED JEFFREY MOON 4639 PROFESSIONAL LAND SURVEYOR
GF# ch-7660-1076602100253SL File # 22-B-29 (DP) Book ___ Pg ___
JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5268 Fax (936) 756-5281
All rights reserved Copyright 2022 Jeffrey Moon & Assoc., Inc. ©
Z:\John Toops A-563\22-B-29 108 acres\Survey 1/29/22

Exhibit A


SPEAR POINT ENGINEERING
COMMERCIAL
5.20 ACRES
PROP DETENTION/MITIGATION
PROP DETENTION/MITIGATION
PROP DETENTION/MITIGATION
PROP DETENTION/MITIGATION
PARK 1
PARK 2
PARK 3
PARK 4
MON 1
MON 2
SECONDARY ACCESS
LEGEND
45'X120' LOTS
40'X120' LOTS
158 LOTS 45'X120' MIN
193 LOTS 40X120 MIN
351 TOTAL LOTS
NOTE:
THIS DRAWING WAS PREPARED WITHOUT
THE BENEFIT OF A TOPOGRAPHIC SURVEY
PROJECT NAME: N. LOOP 336 TRACT
PROJECT NUMBER: 1224
PREPARED FOR: MERITAGE HOMES
DATE: NOVEMBER 08, 2021
CONCEPTUAL LAND PLAN
SPEAR POINT ENGINEERING, LLC
TBPE Firm No. 18904
604 W. Wareham St., Suite 100
Willis, TX 77378
936-256-2626
SPEAR POINT ENGINEERING
ORIGINAL LAYOUT SIZE - 24X36
USER: 11/9/2021 10:58:45 AM
Z:\SPEARPOINT ENGINEERING\SPEC JOB FOLDER\1200-1299\1224 MERITAGE N LOOP\CAD\X-1224-LANDPLAN_RV2.DWG

Engineering

CITY OF CONROE

Est. 1904

July 14, 2022

Meritage Homes of Texas, LLC
ATTN: Ryan Day
3250 Briarpark, Ste. 100
Houston, Texas 77042

Re: Exception Request –Reduced Lot Sizes in the Proposed Pine Falls Subdivision

Dear Mr. Day,

Our office received your request to be grandfathered from the City of Conroe's Ordinances Sec. 14-35 and Sec. 94-252, to allow development of residential lots which do not meet the City's minimum street frontage requirement of 50-ft., for the above referenced subdivision.

This project was discussed at a pre-development meeting held on October 20, 2021. At the meeting, a concept was presented which proposed 40-ft and 45-ft lots. These lots met the City's minimum standards at that time. We understand that Meritage made a substantial investment in the land based on discussions held at this meeting. We also recognize the inherent limitations on the property, such as the reduction in developable area based on floodplain restrictions and proximity to both the Conroe Landfill and the Conroe-North Houston Regional Airport as well as adjacent manufactured home subdivisions.

The City wishes to encourage responsible development, especially in circumstances where existing conditions limit or restrict development options.

This letter serves as verification that this project is administratively grandfathered and excepted from the City's 50-ft minimum lot width requirement. The City will allow a mix of lots not less than 40-ft in width in the proposed Pine Falls Subdivision.

If you have any questions, please contact my office at (936) 522-3100.

Sincerely,

Thomas E. Woolley, Jr.
Director of Capital Projects/ Transportation

Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Sherry Morgan, CVB Manager

Workshop

Item Type: Presentation

Item Type: Presentation
S. Morgan

Joint Meeting: No Joint Meeting

Description
Discuss Margaritaville Budget of Services.

Summary / Recommendation
Discussion of existing Tourism Promotion Agreement between TP Property (Margaritaville) and the City of Conroe, by which to receive this year's Marketing Budget from Margaritaville in accordance with the required compliance actions. The agreement states that TP Property will prepare and submit to the City a budget of services on which TP Property anticipates expending its share of HOT Revenues collected during the upcoming fiscal year. According to the "FIRST AMENDMENT TO TOURISM PROMOTION AGREEMENT", dated January 1, 2016, Margaritaville retains 4/7ths of their HOT revenue. Staff finds the submitted report satisfies the contractual requirement.

Attachments
2023 Margaritaville Tourism Promotion Compliance

Full Year - Detail - Sales & Marketing

Year - January-December, 2024 - Budget

Margaritaville Lake Conroe	January 2024 AMT	February 2024 AMT	March 2024 AMT	April 2024 AMT	May 2024 AMT	June 2024 AMT	July 2024 AMT	August 2024 AMT	September 2024 AMT	October 2024 AMT	November 2024 AMT	December 2024 AMT	Total AMT
TOTAL SALES & MARKETING TOTAL LABOR & RELATED	**158,719**	**143,091**	**152,693**	**151,512**	**162,444**	**151,512**	**156,435**	**156,385**	**157,476**	**156,385**	**164,492**	**162,394**	**1,873,540**
AGENCY FEES	8,500	8,500	8,500	8,850	8,500	8,500	8,850	8,500	8,500	8,550	8,500	8,500	102,750
SHARED SERVICES	4,630	5,504	8,273	9,404	11,413	14,492	15,718	10,433	9,198	9,542	4,938	5,331	108,877
COLLATERAL/BROCHURES	618	330	415	818	1,255	680	573	948	433	385	473	463	7,391
CONTRACT SERVICES	9,042	8,238	8,238	8,238	8,238	8,238	8,238	8,238	8,238	8,238	8,238	8,238	99,660
DIRECT MAIL	3,395	3,395	3,395	7,895	3,395	3,395	3,395	3,395	7,895	3,395	3,395	3,395	49,740
DUES & SUBSCRIPTIONS	12,699	659	659	659	51,374	1,284	659	659	659	659	659	659	71,288
EMPLOYEE TRAIN & DEVELOP	0	0	2,600	2,800	0	0	0	0	600	0	0	0	6,000
FAM TRIPS	0	5,000	0	44,000	0	0	0	0	15,000	0	0	5,000	69,000
COMPLIMENTARY SERVICES & GIFTS	4,895	4,895	4,895	4,895	4,895	4,895	4,895	4,895	4,895	4,895	4,895	4,895	58,740
CORPORATE OFFICE REIMBURSABLES	0	600	600	0	0	600	0	0	600	0	0	600	3,000
LAUNDRY & DRY CLEANING	0	0	0	0	0	93	0	0	0	0	0	0	93
ENTERTAINMENT-IN-HOUSE	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
MISCELLANEOUS	1,900	1,900	4,567	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	25,467
OPERATING SUPPLIES	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	18,396
OUTSIDE SERVICES	0	0	0	0	0	1,075	0	0	0	0	0	0	1,075
POSTAGE - EXPRESS MAIL	25	25	25	25	25	25	25	25	25	25	25	25	300
MEDIA - PRINT	4,385	4,385	1,940	1,940	975	975	975	1,940	1,940	1,940	1,940	1,940	25,275
PRODUCTION	13,559	1,459	459	1,659	1,959	10,359	2,859	1,159	659	1,359	659	1,009	37,158
MEDIA-F&B ADVERTISING	2,000	2,000	2,000	2,000	0	0	0	2,000	2,000	2,000	2,000	2,000	18,000
MEDIA-SPA ADVERTISING	1,500	1,500	1,500	1,500	0	0	0	1,500	1,500	1,500	1,500	1,500	13,500
MEDIA-GOLF ADVERTISING	1,000	1,000	1,000	1,000	0	0	0	1,000	1,000	1,000	1,000	1,000	9,000
MEDIA-TRANSIENT	3,000	10,000	0	8,000	21,500	0	3,000	19,080	12,500	3,000	10,000	5,000	95,080
PROMOTIONS	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	43,200
THIRD PARTY REPRESENTATION	12,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	59,600
TRADE SHOWS	1,525	2,000	3,700	2,100	0	0	0	0	1,050	1,300	0	3,500	15,175
T&E - MEALS	0	0	0	0	0	0	0	0	0	0	0	0	0
T&E - OTHER	500	300	900	3,400	0	0	0	0	5,800	1,000	0	2,800	14,700
WEBSITE	27,174	28,524	31,524	30,524	29,524	23,524	23,524	23,524	31,524	31,524	29,799	26,524	337,213
TOTAL SALES & MARKETING OTHER EXPENSES	**118,880**	**100,747**	**95,723**	**152,140**	**155,486**	**90,568**	**85,144**	**99,729**	**126,449**	**92,745**	**90,454**	**94,812**	**1,302,878**
TOTAL SALES & MARKETING EXPENSE	**277,599**	**243,838**	**248,416**	**303,652**	**317,930**	**242,080**	**241,579**	**256,114**	**283,925**	**249,130**	**254,946**	**257,206**	**3,176,418**

Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Sherry Morgan, CVB Manager

Workshop

Item Type: Presentation

S. Morgan

Joint Meeting: No Joint Meeting

Description

Discuss recommendations of award amounts for the City of Conroe Arts & Cultural Grants applicants.

Summary / Recommendation

Effective this current Fiscal Year, Visit Conroe has been designated as administrator for The City of Conroe Arts & Cultural Grants. These grants are now funded from the Hotel Occupancy Tax budget as opposed to the general fund. Hotel Occupancy Tax funds are restricted in their usage and, as such, use of these funds by organizations awarded grant money must comply with the legal restrictions. In an effort to ensure both good stewardship and legal, documented compliance, grant recipients are responsible for executing and documenting the following: 1. Marketing at least 50 miles outside of Conroe City Limits as well as within city limits. 2. Funds used on events in Conroe only. 3. Survey event attendees for zip code of origin and local lodging usage. Per policy, expenditures exceeding $50,000 must be presented to Conroe City Council for approval. Staff has reviewed and weighted the remitted applications for this year and hereby submits the following recommendations.

Fiscal Impact

Expenditure Amount:	$210,000
Revenue Amount:	
Account Number:	004-4010-8060
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

2023/24 Arts & Cultural Grants recommendations

ORGANIZATION	2023	2024 Requested	2024 Recommended
Montgomery County Choral Society	$15,000	$15,000	$15,000
Montgomery County Literary Arts Council	$9,431.69	$15,000	$8,500
Young Texas Artists	$16,568.31	$15,000	$15,000
Player's Theatre Company	$15,000	$15,000	$15,000
GCAA	$15,000	$15,000	$15,000
Conroe Symphony Orchestra	$15,000	$15,000	$15,000
Christian Youth Theater	$15,000	$15,000	$15,000
Montgomery County Genealogical & Historical Society	$8,000	$11,000	$9,000
Conroe Art League	$15,000	$15,000	$15,000
Heritage Museum of Montgomery County	$15,000	$15,000	$15,000
Friends of the Flag Foundation	$15,000	$15,000	$15,000
The Jazz Connection	$15,000	$15,000	$15,000
Crighton Theater Foundation	$15,000	$15,000	$15,000
The Daybreak Chorus	$10,000	$15,000	$12,500
Main Stage Productions	$15,000	$15,000	$15,000
	$209,000	$221,000	$210,000

Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Michael Corbett, Downtown Manager

Workshop

Item Type: Resolution

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss 2024 Texas Main Street Contract and Program Participation.

Summary / Recommendation

In 2021 The City of Conroe applied and was accepted as a Texas Main Street Urban City in the Texas Main Street Program administered by the Texas Historical Commission. Participation in this program supports revitalization, restoration, and preservation of historic downtown commercial districts in accordance with the national Main Street Approach. An executed contract with The Texas Historical Commission and participation fees are required annually for participation. Staff recommends executing the contract and participation in 2024.

Fiscal Impact

Expenditure Amount:	$3,100
Revenue Amount:	$0
Account Number:	001-1050-8060
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS

Financial Review Notes:

$3,100 fee includes $2,600 program fee to defray cost of staff time and expenses for services provided by The Texas Historical Commission, and a $500 training fee.

Attachments

TMSP 2024 Resolution
2024 Main Street Contract

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written resolution, to-wit:

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING A 2024 TEXAS MAIN STREET PROGRAM CONTRACT BE EXECUTED ON THE CITY'S BEHALF FOR PARTICIPATION AS A TEXAS MAIN STREET URBAN CITY AND CONTINUING THE CITY'S PARTICIPATION AS A TEXAS MAIN STREET COMMUNITY; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY OF CONROE; PROVIDING FOR AN EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this _____ day of December, 2023.

_____

SOCO M. GORJON, City Secretary

ORDINANCE NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING A 2024 TEXAS MAIN STREET PROGRAM CONTRACT BE EXECUTED ON THE CITY'S BEHALF FOR PARTICIPATION AS A TEXAS MAIN STREET URBAN CITY AND CONTINUING THE CITY'S PARTICIPATION AS A TEXAS MAIN STREET COMMUNITY; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY OF CONROE; PROVIDING FOR AN EFFECTIVE DATE AND OTHER RELATED MATTERS.

WHEREAS, the national Main Street program approach aims to revitalize downtowns and commercial districts through preservation-based economic development and community revitalization; and

WHEREAS, the Texas Historical Commission supports preservation-based downtown revitalization through its Texas Main Street Program; and

WHEREAS, if executed, the City of Conroe will maintain its certification as a Texas Main Street community and will remain committed to the Texas Historical Commission's Texas Main Street Program for 2024; and

WHEREAS, participation is in the best interest of the City of Conroe as participation supports development and revitalization efforts through the Texas Main Street Program and preserve the City's rich history and unique sense of place, ultimately enriching resident's quality of life and diversifying the local economy; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. That the City Council of the City of Conroe, Texas, hereby authorizes the Mayor to execute the City's contract for participation as a Texas Main Street Urban City and hereby supports the City's participation in the Texas Main Street Urban Program.

Section 2. That the City of Conroe will continue to abide by the guidelines of the Texas Main Street Urban Program during the City's participation in the program.

Section 3. That the City's Downtown Manager shall be designated to manage the Texas Main Street Urban Program on behalf of the City and serve as the principal contact in relation to matters involving the City.

Section 4. This resolution shall become effective immediately.

PASSED AND APPROVED this the ____ day of December, 2023.

_____
JODY CZAJKOSKI, Mayor

APROVED AS TO FORM:

_____
Michael T. Garner, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

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Texas Main Street Locally Designated Program
2024 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Conroe Main Street Program ("Agreement")** is entered into between the **City of Conroe** (hereinafter referred to as **"Participant"**) and the **Texas Historical Commission** (hereinafter referred to as "**THC"**). **Conroe Main Street Program (**hereinafter referred to as **"Local Program"**) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as **"TMSP"**), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a **Texas Main Street Urban City,** as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

In Process

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant's participation in the TMSP ceases, Participant may no longer use the term 'Main Street' to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center's Trademark Sublicense Agreement ("TM Sublicense Agreement"), which grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement ("Updated TM Sublicense Agreement") during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days' notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

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III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Local Program Staffing and Leadership.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

If necessary and subject to TMSP approval, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager.

For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy. Participant shall notify the TMSP immediately upon vacancy, identify an interim Local Program contact, and keep TMSP apprised monthly of progress in filling vacancies. Lengthy periods of staff vacancies may demonstrate a failure to adequately staff the program per Stipulation E Probation.

In Process

Participant shall establish and maintain a Main Street local advisory board to direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the local program. Board will have a chair who is the primary spokesperson for the board and the primary point of contact for program manager. Make-up and duties of this board are to be defined locally by Participant with consultation from local program stakeholders.

B. Professional development.

The program manager will attend at least two professional development opportunities in their entirety, per year, from the list below:

1. Real Places: Preserving Texas History Conference of the THC.
2. TMSP basic training orientation series for new program managers.
3. TMSP annual professional development retreat for all program managers.
4. National Main Street Now Conference.
5. Certification programs of MAIN STREET AMERICA™.
6. Texas Downtown Conference of the Texas Downtown organization.
7. PastForward Conference of the National Trust for Historic Preservation.

With prior THC approval, experienced program managers may request to substitute an equivalent historic preservation, downtown revitalization, or economic development course, for one of the above opportunities. New program managers shall complete the TMSP basic training orientation series within their first three months of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that

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person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired during this contract period who has not previously attended TMSP basic training or without significant Main Street knowledge and experience as determined by TMSP, the manager is required to complete one TMSP basic training orientation series. A $500 training fee shall be charged to Participant for the training series required under these circumstances.

To help ensure an effective Local Program, board members and volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No training fee is charged for their participation.

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at https://www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

In Process

D. Reporting.

To measure progress, Participant shall track reinvestment statistics and quarterly activity in an approved format submitted to the TMSP office by the 10th of the month following the end of each calendar quarter. Even if there has not been reinvestment or activity in a quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C. above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above;
2. Failure to achieve accreditation objectives more than two (2) consecutive years;
3. Failure to submit activity reports for more than two (2) consecutive quarters;
4. Failure to submit reinvestment reports for more than two (2) consecutive quarters;
5. Failure to adequately staff or fund the program;
6. Failure to abide by this Agreement.

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THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America ™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing and will be delivered in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19 subject to available THC resources. issues. Services may include, but are not limited to: consultations, trainings, or site visits to address design, organization, promotion, economic vitality, and historic preservation.

In Process

B. Assistance Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including job description examples, job posting options, and interview questions. Upon Participant's request, the TMSP office may assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of

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information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

In Process

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY

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CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

In Process

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing

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upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

In Process

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of ** **$3100.00** to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

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VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2024 unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. Above shall be refunded in any case of termination.

In Process

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

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In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

In Process

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

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Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

_____

_____

_____

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

In Process

_____ Date: _____
Authorized Signature
(City Manager, Mayor, or Board Chair)

Signer title: _____

Signer printed name: _____

Signer address: _____

Signer phone: _____

_____ Date: _____
Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

_____ Date: _____

_____ _____
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

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TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("**Coordinating Program**") and _____ (**"Sublicensee"**), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the CoordinatingCoordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

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2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:

MAIN STREET AMERICA™ Affiliate

In Process

As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks**. The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

National Main Street Center
a subsidiary of the National Trust for Historic Preservation

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized

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presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2024, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

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7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

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13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To CoordinatingProgram:
Name: Texas Historical Commission
Address: PO Box 12276
Austin, TX 78711-2276
Phone: 512-463-5758
Email: amy.hammons@thc.texas.gov

To Sublicensee:
Name: _____
Address: _____
_____
Phone: _____
Email: _____

In Process

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program	**Sublicensee**
By: _____	By: _____
Name, Title	Name, Title
Date: _____	Date: _____

Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Chris Shively, Asst. Dir of Information Technology

Workshop

Item Type: Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss City personal computer replacement.

Summary / Recommendation

This is a budgeted replacement of computer laptops and desktops that have aged out and are past their end of life. To ensure computers used by city employees can reliably function and run all city applications and security patches, we must replace aging systems that no longer meet system and security standards. Staff recommends the purchase of Dell PCs through state contract DIR-TSO-3763.

Fiscal Impact

Expenditure Amount:	$104,957.75
Revenue Amount:	
Account Number:	150-1130-7254
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Attachments

PC Replacement Quote

eQuote

Savings	$143,522.17
Subtotal (88)	**$104,957.75**
Estimated Shipping	$0.00
Total	**$104,957.75**

Details

PC Replacement $130k Cap
Quote number # 3000165206837

Created November 2, 2023
Expires December 2, 2023
Created by
nharper@cityofconroe.org

Billing

Order contact
Nicole Harper City of Conroe
Contract Code: C000000006841
Customer agreement number: TX DIR-TSO-3763
Phone number: (936) 522-3070
Additional::
nharper@cityofconroe.org

Billing information
IT DEPT CITY OF CONROE
PO BOX 3066, CONROE, TX, 77305-3066
Customer number: 3026951
Phone number: (936) 522-3829
Additional::
PCOBB@CITYOFCONROE.ORG

Tax exemption
I am tax exempt

Shipping

Shipping information
Nicole Harper City of Conroe
300 W Davis St, Conroe, TX, 77301-3191
Phone number: (936) 522-3070
Additional::
nharper@cityofconroe.org

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
 Non-CAD/Arc Pro Discounted unit price: $1,255.00 Contract Code: C000000006841 **Estimated Delivery** FREE Standard Delivery to 77301-3191 by Friday, November 17, 2023 **Catalog Number**: 84 / rcrc1059854-7530118	3	$2,981.00	$8,943.00

Category	Description	Code	SKU	ID
Base	Precision 3460 SFF CTO BASE	GB125MG	[210-BCTU]	1
Processor	13th Gen Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, 2.10 GHz to 5.20 GHz Turbo, 65 W)	GUO5DQT	[338-CKHZ] [412-AAZQ]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Microsoft Office	No Microsoft Office License included	GC7OFJV	[658-BCSB]	1002
Video Card	NVIDIA® T400 4GB, 4 GB GDDR6, 3 mDP to DP adapters	G62JO95	[490-BHXR]	6
Memory	32 GB: 1 x 32 GB, DDR5, 4800 MT/s	G3J8MUP	[370-AGXP]	3
Storage Drive	512 GB, M.2, Gen 4 PCIe NVMe, SSD, Class 40	GIWTP9B	[400-BMQN] [412-AAZZ]	8
Keyboard	Dell Multimedia Wired Keyboard - KB216 Black - US English	GZDPBC1	[580-ADJC]	4
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19
Systems Management	Intel Management Engine with vPro	GMSHR7Z	[631-ADHJ]	49
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
EPEAT	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Power Cord	System Power Cord C13 (US 125V, 15A)	GPYN5HX	[450-AHDU]	20

Category	Description	Code	SKU	ID
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
Mouse	Dell Optical Mouse - MS116 (Black)	GWDQT3O	[570-ABIE]	12
Driver	No Wireless LAN	GW1SM6D	[555-BBNI]	7
UPC Label	No UPC Label	GCBI2EM	[389-BDCE]	292
Packaging	Shipping and Handling Single-Pack	G2GC6KM	[340-CQYR] [340-CBUU]	465
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Video Card Cable	No Additional Cable	GIX0L8M	[379-BBCY]	592
Processor Branding	Intel Core i7 vPro Enterprise Processor Label	GLSPJR1	[389-EDDR]	749
Non-Microsoft Application Software	Additional Software Win 11	GW81VPF	[658-BFNE]	1003
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Placemat	Quick Setup Guide, Precision 3460	GQF6JID	[340-CYUT]	60
Operating System Recovery Options	OS Windows Media Not Included	GZK9Y5J	[620-AALW]	200013
Chassis Options	Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL and ADL Compatible	GOK937N	[321-BJHY]	116
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	GWZ7NQT	[429-ABKH] [429-ABFH]	16
HDD Controller	Integrated Intel Sata Control	G5LRCFD	[403-BBCE]	9
Additional Storage Devices - Media Reader	No SD Card Reader	G86J5QK	[385-BBBL]	10
Internal Speakers	Internal Speaker	GR068XC	[520-AARD]	18
Optional Integrated Video or USB Ports	Optional HDMI 2.0b Video Port	GCTWOU5	[382-BBMF]	36
TPM Security	Dell Precision TPM	G1MEH6P	[340-ACBY]	297
Raid Connectivity	No SATA RAID	G9BYT4Q	[780-BBCJ]	1009
Label	Precision 3460 Plat Reg Label DAO	GZ8HME6	[389-ECXZ]	676
Storage Configuration (Boot Drive)	C1 SSD Boot + SSD	GPQ8B5W	[449-BBYR]	276
4th Storage Drive	No Hard Drive	GMKBO5E	[400-AKZR]	51
3rd Storage Drive	No Hard Drive	GMKBO5E	[400-AKZR]	54
2nd Storage Drive	No Hard Drive	GMKBO5E	[400-AKZR]	637
Network Card	No Additional Network Card Selected (Integrated NIC included)	GPQ31WV	[555-BBJO]	13
5th Storage Drive	No Hard Drive	GMKBO5E	[400-AKZR]	52
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
PCIe I/O Cards	Not selected in this configuration	GY2RECF	[817-BBBC]	666
Stands and Mounts	No Stand	GK0645E	[575-BBCH]	558
Services:Hardware Support	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[997-2808] [997-2859] [997-2868] [997-2877] [997-6820] [997-8367]	29

Category	Description	Code	SKU	ID
Intel Performance Features	Intel® Rapid Storage Technology Driver, Precision 3460	GT7Y86C	[409-BCWM]	707

Premier discount -$5,178.00

Item total: $3,765.00



Media

31 $1,728.00 $53,568.00

Discounted unit price: $668.38
Contract Code: C000000006841
Estimated Delivery
FREE Standard Delivery to 77301-3191 by
Monday, November 20, 2023

Catalog Number: 84 / rcrc1059854-7530116

Category	Description	Code	SKU	ID
OptiPlex Small Form Factor (7010)	OptiPlex Small Form Factor (7010)	GWK8TF4	[210-BFXG]	1
Processor	13th Gen Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz Turbo, 65 W)	GU3IF09	[338-CHBL]	146
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	[619-ARSB]	11
Microsoft Office	No Microsoft Office License included	GC7OFJV	[658-BCSB]	1002
Memory	16 GB: 1 x 16 GB, DDR4	GI7YEX2	[370-AGFR]	3
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	GTHZGQ6	[400-BOQJ] [773-BBBC] [412-AAQT]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex SFF with 180W Bronze Power Supply	GEPA2UZ	[329-BHPU]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Optical Drive	8x DVD+/-RW 9.5mm Optical Disk Drive	GB8715D	[429-ABFH] [325-BDSG]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19
Wireless Driver	None	GQMKF4C	[340-AFMQ]	7
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	[492-BBFF]	698
Additional Video Ports	Optional HDMI Port	GP5O9BQ	[382-BBLO]	495
Keyboard	Dell Multimedia Wired Keyboard - KB216 Black - US English	GZDPBC1	[580-ADJC]	4
Mouse	Dell Optical Mouse - MS116 (Black)	GWDQT3O	[570-ABIE]	12
Cable Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Non-Microsoft Application Software	Dell Additional Software	GJAR81X	[658-BFPY]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122

Category	Description	Code	SKU	ID
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	GW4YJIC	[379-BEZG]	39
Placemat	Quick Start Guide, OptiPlex Small Form	GJ7NCE0	[340-DDFL]	60
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material	GDKRO4V	[340-CQYR] [389-BBUU]	465
Label	Regulatory Label for OptiPlex SFF 180W, FSJ	GYMH4UB	[389-FBFX]	676
Hard Drive Cables and Brackets	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Intel Responsiveness Technologies	SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	G1523VT	[658-BFQF]	707
Processor Label	Intel® Core™ i5 Processor Label	G2HQMXF	[340-CUEW]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Chassis intrusion switch	Chassis Intrusion Switch	GWR6EM9	[461-AAJL]	289
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Stands and Mounts	No Stand or Mount	GJO5ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Internal Speaker	GR068XC	[520-AARD]	18
Systems Management	Intel Standard Manageability	GJX6DNM	[631-ADPG]	49
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331
Service	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[803-8830] [803-8886] [803-8802] [803-8774] [803-8583] [997-8367]	29
Support	No Accidental Damage Selected	NOAD	[981-4619]	33
Premier discount				-$32,848.22

Item total: $20,719.78



Laptop, Field/CID — 37 — $3,613.00 — $133,681.00

Discounted unit price: $1,690.22
Contract Code: C000000006841
Estimated Delivery
FREE Standard Delivery to 77301-3191 by
Monday, November 27, 2023

Catalog Number: 84 / rcrc1059854-7530110

Category	Description	Code	SKU	ID
Base	Latitude 5430 Rgd, XCTO	G3VZ8JS	[210-BCFW]	1

Category	Description	Code	SKU	ID
Processor	11th Gen Intel® Core™ i5-1135G7 (8 MB cache, 4 cores, 8 threads, up to 3.80 GHz Turbo, 28 W)	GZ6I7DP	[379-BERT]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Office Productivity Software	No Microsoft Office License included	GC7OFJV	[658-BCSB]	1002
Base Options	11th Gen Intel® Core™ i5-1135G7 (8 MB cache, 4 cores, 8 threads)	GF76JIN	[338-CCRK]	149
Systems Management	ME Lockout MOD - Manageability	G9FVJ6U	[631-ADED]	49
Memory	16 GB: 2 x 8 GB, DDR4, 3200 MT/s	GWHU8GC	[370-AGTH]	3
Hard Drive	256 GB, M.2, PCIe NVMe, SSD, Class 35	G6DHVL1	[400-BMSB]	8
LCD	14", FHD 1920x1080, 60Hz, WVA, Non-Touch, Anti-Glare, 400 nit, 100% sRGB	GRB2ONC	[391-BGGF]	760
Keyboard	English US RGB Backlit Sealed Internal keyboard	GS4ADVL	[583-BILF]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Driver	Intel AX210 WLAN Driver	G5MSY4Q	[555-BHCC]	7
Wireless	Intel® AX210, 2x2, 802.11ax, Bluetooth® wireless card	GI3D0B5	[555-BHCH]	19
Mobile Broadband	4G CAT16 - Qualcomm® Snapdragon™ X 20 LTE (DW5821e), eSIM, Verizon, NMEA GPS port	GLON5T2	[556-BDVJ]	114
Primary Battery	3 Cell, 53.5 Wh, Long-lifecycle	G2RLYUJ	[451-BCYL]	112
Power Supply	65W Type-C EPEAT Adapter	G35S0FA	[492-BCXP]	1015
PalmRest	No Fingerprint, no Smartcard reader	G3X4W9J	[346-BHQK]	55
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Cable	E4 Power Cord 1M for US	G7XRU8M	[537-BBBL]	20
Placemat	Setup and Features Guide	GLPMFC4	[340-CXCE]	60
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Second Battery	Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	G6HSLWM	[451-BCWD] [389-ECGC]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications for Windows 11	GYK5F90	[658-BFIP]	1003
Packaging	Mix Ship, Notebook, 5430 Rugged	GTC3KQ1	[340-CYJC]	465
Processor Branding	Intel® Core™ i5 non-vPro Processor Label	G7PMQZT	[389-DXDU]	749
Transportation	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
Support Tech Sheet and Powercord	No UPC Label	G8WGTYN	[389-BCGW]	292
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331

Category	Description	Code	SKU	ID
Camera	Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	G6I13G4	[319-BBHS]	379
GPS	No Option Included	GKGSY4C	[340-ACQQ]	1409
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Rear Expansion Port	Additional USB-A rear port	GIZW7X1	[590-TFHR]	698
Right Side Expansion Port	No additional TBT/Type-C port	GJ25EV1	[325-BEKB]	289
Handle	Rigid handle	G5GV1OW	[750-ADPK]	200503
Hardware Support Services	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[997-8367] [808-6797] [808-6805] [808-6817] [808-6818] [808-6847]	29

Premier discount -$71,142.86

Item total: $62,538.14



Laptop, 14, Standard | 17 | $3,075.76 | $52,287.92

Discounted unit price: $1,054.99
Contract Code: C000000006841
Estimated Delivery
FREE Standard Delivery to 77301-3191 by
Thursday, November 16, 2023

Catalog Number: 84 / rcrc1059854-7530114

Category	Description	Code	SKU	ID
Base	Dell Latitude 5440 XCTO Base	GY5GDZL	[210-BFZY]	1
Processor	13th Gen Intel® Core™ i5-1345U, vPro® (12 MB cache, 10 cores, 12 threads, up to 4.70 GHz Turbo)	GWV7K40	[379-BFBR]	146
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	[619-ARSB]	11
Office Productivity Software	No Microsoft Office License included	GC7OFJV	[658-BCSB]	1002
Base Options	Intel 13th Generation Core i5-1345U vPro,Intel Integrated Graphics,TBT4	G365WNX	[338-CHFP]	149
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GYMIZO6	[409-BCWR]	707
PalmRest	Single Pointing, No Palmrest Security Options	GH1IQAG	[346-BINY]	55
Systems Management	Intel vPro Enterprise Technology Enabled	GK8015M	[631-ADPZ]	49
Memory	16 GB, 1 x 16 GB, DDR4, 3200 MT/s, Non-ECC, single-channel	GUW12AB	[370-AFVP]	3
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G9AS6UB	[400-BOLL]	8
LCD	14.0" FHD (1920x1080) Non-Touch, AG, IPS, 400 nits, FHD IR Cam, SLP, ComfView+, WLAN/WWAN(4G)	GIPG1E3	[391-BHDS]	760
Keyboard	English US backlit keyboard, 79-key	GNJ8GDK	[583-BHCH]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	G2EYP67	[555-BJFN]	7
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GL03PXW	[555-BHHU]	19

Category	Description	Code	SKU	ID
Mobile Broadband	4G CAT16 - Intel XMM 7560R (DW5823e), eSIM, Verizon	G6W1J90	[556-BDKY] [556-BDLS]	114
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	GFB63PN	[451-BDBL]	112
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	GI417VR	[492-BDHS]	1015
Security Software	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Setup and Features Guides	Latitude 5440 Quick Start Guide	GJHB0SN	[340-DDHM]	60
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	[658-BFQB]	1003
Packaging	Mix Model 15W CPU + UMA + 65W ADPT	G204BVG	[340-DKTG]	465
Processor Label	Intel® Core™ i5 vPro Enterprise Label	G4EP159	[340-CYNW]	749
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
EAN POD label	No UPC Label	G8WGTYN	[389-BCGW]	292
Chassis Options	Latitude 5440 Bottom Door (Big Door), Intel 13th Gen U-Series CPU	G38UZIS	[321-BJTH]	116
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Camera	FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	GFPAL0Z	[319-BBIE]	379
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Service	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29

Premier discount -$34,353.09

Item total: $17,934.83

Savings: $143,522.17

Subtotal (88): $104,957.75

Savings	$143,522.17
Subtotal (88)	**$104,957.75**
Estimated Shipping	$0.00
Total	**$104,957.75**

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Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

Workshop

Item Type: Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss annual payment to Montgomery County Hospital District for 51% share of Radio Tower Leases.

Summary / Recommendation

Approve the annual payment to Montgomery County Hospital District for the Joint Agreement with the City of Conroe for the annual revenue received from the leasing of six radio towers. The joint agreement with MCHD was approved October 11, 2011.

Fiscal Impact

Expenditure Amount:	$173,705.00
Revenue Amount:	$340,598.03
Account Number:	001-1020-6030; 001-1800-8060
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Tower Lease Report 2023

MCHD/COC COMMUNICATION TOWER LEASE REPORT YE 093023

SITE	TENANT	OCT '22	NOV '22	DEC '22	JAN '23	FEB '23	MAR '23	APRIL '23	MAY '23	JUNE '23	JULY '23	AUG '23	SEPT '23	TOTAL
MAGNOLIA	Mo Co Sheriff's												$ 83,050.40	$ 83,050.40
PW TOWER	Center Point	$ 5,834.20	$ 5,834.20	$ 5,834.20	$ 5,901.31	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 6,009.23	$ 71,477.75
MAGNOLIA	Verizon	$ 3,477.70	$ 3,581.16	$ 3,581.16	$ 3,581.16	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 3,689.62	$ 43,738.14
PW TOWER	AT&T	$ 6,294.85	$ 6,294.85	$ 6,294.85	$ 6,294.85	$ 6,294.85	$ 6,294.85	$ 6,294.85	$ 6,647.37	$ 6,647.37	$ 6,647.37	$ 6,647.37	$ 6,647.37	$ 77,300.80
MAGNOLIA	AT&T	$ 5,106.11	$ 5,259.28	$ 5,259.28	$ 5,417.05	$ 5,417.05	$ 5,417.05	$ 5,417.05	$ 5,417.05	$ 6,148.74	$ 5,390.76	$ 5,390.76	$ 5,390.76	$ 65,030.94
TOTAL	ALL	$ 20,712.86	$ 20,969.49	$ 20,969.49	$ 21,194.37	$ 21,410.75	$ 21,410.75	$ 21,410.75	$ 21,763.27	$ 22,494.96	$ 21,736.98	$ 21,736.98	$ 21,736.98	$ 340,598.03
51% SHARE	MCHD	$ 10,563.56	$ 10,694.44	$ 10,694.44	$ 10,809.13	$ 10,919.48	$ 10,919.48	$ 10,919.48	$ 11,099.27	$ 11,472.43	$ 11,085.86	$ 11,085.86	$ 11,085.86	$ 173,705.00
49% SHARE	COC	$ 10,149.30	$ 10,275.05	$ 10,275.05	$ 10,385.24	$ 10,491.27	$ 10,491.27	$ 10,491.27	$ 10,664.00	$ 11,022.53	$ 10,651.12	$ 10,651.12	$ 10,651.12	$ 166,893.03

INTERLOCAL AGREEMENT BETWEEN
MONTGOMERY COUNTY HOSPITAL DISTRICT
AND
THE CITY OF CONROE
FOR REVENUE SHARING, COOPERATION, ACCESS, AND MAINTENANCE
RELATED TO RADIO COMMUNICATIONS TOWERS

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This Agreement is made and entered into by and between the City of Conroe, Texas (hereinafter "City") a home rule municipality organized and existing under the laws of the State of Texas, and the Montgomery County Hospital District, (hereinafter "MCHD") a political subdivision of the State of Texas:

Whereas, CITY and MCHD are each units of local government within the meaning of the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, and are authorized pursuant to such Act to enter into an agreement for the use and operation of radio communications systems; and

Whereas, CITY and MCHD believe that it would benefit the citizens of the City of Conroe and Montgomery County for each entity to cooperate toward a radio communication system and internet related data and communications systems; and

Whereas, CITY has identified three Towers, as specified below, which it owns, or will own, and operates in and around the City of Conroe, Texas, which CITY believes should be part of this cooperation Agreement; and

Whereas, MCHD has identified three Towers, as specified below, which it owns and operates in and around Montgomery County, Texas, which MCHD believes should be part of this cooperation Agreement; and

Whereas, CITY and MCHD each have specific resources to provide as a benefit to the other Party and each have agreed to use their respective resources to benefit this Agreement; and

Whereas, CITY and MCHD agree to cooperate and allow third parties to lease or rent extra space available at the Towers which are subject of this Agreement; and

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement, and that each party will pay for the performance of governmental functions or services from current revenues available to the paying party;

permitted under this Agreement without written consent of the owner.

5.1.6 Assist each other with permissions, licenses, electrical, utility, internet, and other needs in order to fulfill the terms of this Agreement.

5.2 **Mutual Access.** CITY and MCHD will allow each other access to the Towers subject of this Agreement. CITY and MCHD will allow access for all necessary radio communications lines, fibers, wires, utilities, and any other necessary materials. CITY and MCHD will provide adequate space on each other's Towers for the radio communications lines and equipment necessary for each Party's intended use and need of the Towers. If any such access to a Tower is by fiber, wire, communication lines, or utility type lines which must be placed below ground, CITY and MCHD agree to cooperate for construction purposes and in any permit and governmental authorization matters.

5.3 **Mutual Cooperation.** Both MCHD and the City agree to use good faith and fair dealing on all matters related to this Agreement. Prior to filing a law suit or pursuing litigation to resolve any issue, both parties agree to use dispute resolution as set out in paragraph 8 below.

5.4 **Revenue Sharing.** Both Parties agree to share revenue from any leases, licenses, rents, or agreements with third parties who may pay fees to rent or lease space or use the Towers subject of this Agreement. All revenue attributable to the Towers subject of this Agreement will be split as Fifty One Percent (51%) to MCHD and Forty Nine Percent (49%) to CITY. (This figure is based upon the "Cost of Capital Investment" by both Parties, an excel spreadsheet setting forth details is attached as Exhibit "H" to the Interlocal Agreement to Construct and Sell Two Towers) No distinction shall be made if a third party rents, leases, or uses more Towers from MCHD or CITY. Example: A Cell phone company leases space on two CITY Towers and one MCHD Tower; the Parties agree to split revenue as stated above. And, no distinction shall be made if a third party rents, leases, or uses a Tower or Towers from only one Party. Example: A cell phone company leases space from one of the MCHD Towers and no CITY Towers, the Parties agree to split revenue as stated above. . Each Party reserves the right to use space from their own Towers for their own data and radio communications needs, and no lease agreement, rent, or payments will be made to the other Party when such use occurs.

5.5 **Cost Sharing.** Both Parties agree to split future operating costs according to the "Cost of Capital Investment" as stated above, 51% MCHD and 49% CITY. The future operating costs include, but is not limited to: Transmission Fees, Tower Leases, Electricity, Natural Gas, Maintenance, Tech Consulting Fees, Supplies, Tower Climb, Training and associated Travel, Technician Personnel, M/A Communications FX Agreement. The

Meeting Date: 12/13/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Resolution

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss a Resolution declaring intention to reimburse project expenditures.

Summary / Recommendation

This Resolution grants the ability to utilize existing City reserves to initially fund project expenditures. In January, certificates of obligation (COs) will be issued to fully fund these costs. When the obligations are sold, any borrowed amount will be repaid. The sale of the COs is expected in January 2024. The resolution has been reviewed by the City's bond counsel firm (Orrick). It is recommended that the City Council approves the Resolution Declaring Intention to Reimburse Project Expenditures.

Fiscal Impact

Expenditure Amount:	$38,005,000
Revenue Amount:	
Account Number:	Fund 510
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

reimb dec 23

CERTIFICATE FOR RESOLUTION

I .

On the 14th day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Harry Hardman, Howard Wood and Marsha Porter,** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

I I .

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS DECLARING ITS INTENTION TO REIMBURSE PROJECT EXPENDITURES.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this ___ day of December, 2023.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS DECLARING ITS INTENTION TO REIMBURSE PROJECT EXPENDITURES.

* * * * * * * * * *

WHEREAS, the City of Conroe, Texas (the "Issuer") desires to pay expenditures in connection with the repair and renovation of, the construction of improvements to and the equipment of the Issuer's water, sanitary sewer and drainage system (the "Projects"); and

WHEREAS, Chapter 1201, Texas Government code ("Chapter 1201"), permits the Issuer to use the proceeds of obligations to reimburse the Issuer for costs attributable to the Projects paid or incurred before the date of issuance of such obligations; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the objectives of the Issuer's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. This resolution declares the intention of the Issuer to reimburse the expenditures for the Projects with the proceeds of obligations. The Issuer presently intends to reimburse the expenditure by incurring obligations issued under Texas law, the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The Issuer reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be equal to $37,000,000 for the purpose of paying the costs of the Projects. A portion of the proceeds of the obligations received by the Issuer is expected to be used to reimburse the Issuer for expenditures, which are expected to be made for the Project.

Section 3. The Issuer intends to reimburse the expenditures hereunder not later than eighteen (18) months after the original expenditure is paid or the date the Projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 4. The Issuer intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Chapter 1201.

Section 5. The Resolution shall be liberally construed to evidence the intent of the Issuer to comply with state and federal income tax law in the issuance of tax-exempt obligations for the Project.

PASSED AND APPROVED this ___ day of December, 2023.

_____

JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____ _____

MICHAEL GARNER, Interim City Attorney SOCO M. GORJON, City Secretary

Meeting Date: 12/13/2023
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Mike Garner, Interim City Attorney

Workshop

Item Type: Ordinance, Hearing

Item Type: Ordinance, Hearing
M. Garner
Joint Meeting: No Joint Meeting

Description

Conduct the first public hearing and reading pursuant to Sec. 10.02, Home Rule Charter, City of Conroe, Texas in consideration of a natural gas franchise to be granted to Universal Natural Gas, LLC to distribute natural gas to customers through facilities to be constructed, maintained, operated and regulated in the City's rights-of-way.

Summary / Recommendation

This is the first public hearing and the first reading pursuant to Sec. 10.02, Home Rule Charter, City of Conroe, Texas in consideration of a natural gas franchise to be granted to Universal Natural Gas, LLC to distribute natural gas to customers through facilities to be constructed, maintained, operated and regulated in the City's rights-of-way.

Attachments

F:\Dynamic:Garner:FRANCHISE

CERTIFICATE FOR ORDINANCE

I.

On the ___ day of January, 2024, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Ordinance, to-wit:

ORDINANCE NO. ____-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE TEXAS, GRANTING UNIVERSAL NATURAL GAS, LLC AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF FIFTEEN (15) YEARS TO ENTER THE PUBLIC WAYS TO CONSTRUCT, LAY, OPERATE, MAINTAIN, EXTEND, REMOVE, REPLACE AND REPAIR A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF CONROE, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF NATURAL GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY OF CONROE; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF CONROE; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Ordinance, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

IV.

A true, full and correct copy of the Ordinance adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this _____ day of January 2024.

_____

SOCO M. GORJON, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE TEXAS, GRANTING UNIVERSAL NATURAL GAS, LLC AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF FIFTEEN (15) YEARS TO ENTER THE PUBLIC WAYS TO CONSTRUCT, LAY, OPERATE, MAINTAIN, EXTEND, REMOVE, REPLACE AND REPAIR A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF CONROE, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF NATURAL GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY OF CONROE; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF CONROE; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

A. "Affiliate" shall mean any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.

B. "City" shall mean the City of Conroe, in Montgomery County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".

C. "City Secretary" shall mean the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.

D. "City Council" shall mean the City Council of the City as the governing body of the City.

E. "City Engineer" shall mean the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.

F. "City Administrator" shall mean the City Administrator of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.

G. "Customer" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.

H. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.

I. "Franchise Agreement" shall mean this Ordinance.

J. "Gas Sales" shall mean the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.

K. "Gas Transportation" shall mean the transportation of Transport Gas for redelivery to Customers by use of Grantee's System located within the corporate limits of the City's Publix Ways.

L. "Grantee" shall mean UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.), a Texas limited liability company, and its successors and assigns.

M. "Gross Receipts from Gas Sales" shall mean Grantee's total receipts from Gas Sales to Grantee's Customers within the corporate limits of the City. Grantee's Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:

[1] receipts from Gas Sales to Customers located at delivery points outside the corporate limits of the City;

[2] revenues derived from monthly service fees and miscellaneous service charges, such as charges to connect, disconnect, or reconnect customers within the corporate limits of the City, charges to handle returned checks from consumers within the corporate limits of the City, and such other service charges as may, from time to time, be authorized in the rates of the Grantee;

[3] sales of gas billed but not collected or received by the Grantee;

[4] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;

[5] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;

[6] any interest income earned by the Grantee; and

[7] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.

N. "Gross Receipts from Gas Transportation" shall mean Grantee's total receipts from its transportation of Transport Gas through Grantee's System within the City (excluding gas sold to another gas utility in the City for resale to its customers within the City). Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

[1] receipts from Gas Transportation services to Customers located at delivery points outside the corporate limits of the City;

[2] fees for gas transportation services billed but not collected or received by the Grantee;

[3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;

[4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;

[5] any interest income earned by the Grantee; and

[6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.

O. "Permit" shall mean the authorization to Grantee:

[1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,

[2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and

[3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

P. "Person" shall mean an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.

Q. "Public Ways" shall mean the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, easements, highways, and public places within the municipal corporate limits of the City, whether dedicated or not.

R. "System" shall mean Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.

S. "Transport Gas" shall mean gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

SECTION 2. GRANT OF FRANCHISE

A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of fifteen (15) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate

limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.

B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.

C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation, but Grantee and such buyer, transferee or assignee shall first notify Grantor of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the City at the address and in the manner herein provided.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

A. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone or communication facilities, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the Director of Public Works, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The Director of Public Works, or other proper authority, shall by

written notice, either issue or deny the Permit to Grantee. Approval by the Director of Public Works, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the Director of Public Works, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Administrator, and if not approved within ten (10) calendar days by the City Administrator, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Montgomery County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.

D. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the Effective Date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of

pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.

B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.

C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

SECTION 8. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney

fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any Claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such Claims or Claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such Claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS

A. The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority.

B. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with Railroad Commission of Texas, available on the Railroad Commission of Texas's website, and attached to this Franchise Agreement as Exhibit A. Grantee shall maintain on file with City copies of its current tariffs, schedules, rates and charges, customer service provisions, and line extension policies (collectively its "Rates") for the duration of this Ordinance.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the Franchise Fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may

reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

[1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only (i) Gross Receipts from Gas Sales to Customers located in the City; and (ii) Gross Receipts from Gas Transportation to Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other Franchise Fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.

[2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the Effective Date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31st (for the last six months of the prior calendar year) and July 31st (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

[3] Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.

[4] It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The

Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, Franchise Fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

B. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation, or firm.

SECTION 12. CONDITIONS OF FRANCHISE

A. This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

B. To the extent that all or any other existing Ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adoption and acceptance of this Ordinance.

C. In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 45 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 45-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor shall give 20-days written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be

considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

SECTION 13. INVALIDITY OF ORDINANCE; SEVERABILITY

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE AND TERM

Provided Grantee files a written acceptance of this franchise with Grantor within thirty (30) days after final passage of this Ordinance, this franchise shall take effect and be in full force on the first day of the month following such thirty (30) day period ("Effective Date") and remain in effect for a primary term of fifteen (15) years. Upon expiration of the primary term, this franchise shall be automatically renewed for successive one year terms unless at least ninety (90) days prior to the expiration of the primary term, or of any subsequent renewal term, either party notifies the other in writing of its intent to terminate the franchise at the conclusion of the current term.

SECTION 15. ACCEPTANCE BY GRANTEE

Grantee has consented to and agrees with this Franchise Agreement herein contemplated in this Ordinance as evidenced by the notarized signature of an authorized representative of Grantee on page 13.

SECTION 16. REPEALER

In the event any other Ordinance or part thereof is directly in conflict with any provision herein, this Ordinance shall govern and control.

SECTION 17. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers

and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 18. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's systems shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 19. JURISDICTION AND VENUE

This Franchise Agreement is performable in Montgomery County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, the Franchise Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions, and venue shall be established in Montgomery County, Texas.

SECTION 20. ANNEXATIONS

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred eighty (180) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

SECTION 21. NOTICES

Notices to the City shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Conroe
Attn: City Administrator
300 W. Davis Street
P.O. Box 3066
Conroe, Texas 77305

Notices to Grantee shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)
Attn: General Counsel
9950 Woodloch Forest Drive, 22nd Floor
The Woodlands, TX 77380

Any party may change the address to which notices, and other communications hereunder, are to be delivered by giving notice to the other party in the manner described herein.

SECTION 22. PROOF OF ABILITY TO PERFORM UNDER THIS FRANCHISE

At the City's request, the Grantee will provide a copy of its Annual Report to the City Administrator each year as proof of its financial ability to perform the duties required by this franchise.

SECTION 23. INSURANCE

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than $5,000,000.00 per occurrence. At the City's request, the Grantee will provide a certificate of insurance evidencing such coverage.

PASSED AND APPROVED this the ____ day of January, 2024.

_____
JODY CZAJKOSKI, Mayor

APROVED AS TO FORM:

_____
Michael T. Garner, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this _____ day of _____, 2023.

UNIVERSAL NATURAL GAS, LLC

By: _____

Name:_____

Title: _____

STATE OF _____§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.

_____

Notary Public, State of _____

Meeting Date: 12/13/2023
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Mike Garner, Interim City Attorney

Workshop

Item Type: Resolution

Item Type: Resolution

M. Garner

Joint Meeting: No Joint Meeting

Description

Discuss the candidates to be voted on for election to the Montgomery County Appraisal District Board of Directors.

Summary / Recommendation

This Resolution affords the City Council the opportunity to vote on which candidates to apportion the City of Conroe's 140 votes with respect to the Montgomery County Appraisal District Board of Directors.

Attachments

F:\Dynamic:Garner: CITY COUNCIL
F:\Dynamic:Garner:CITY COUNCIL

CERTIFICATE FOR RESOLUTION

I.

On the 14th day of December, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Howard Wood, Harry Hardman, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CASTING THE CITY OF CONROE'S VOTES ON THE OFFICIAL BALLOT FO THE BOARD OF DIRECTORS ELECTON, 2024-2025 TERM, MONTGOMERY COUNTY APPRAISAL DISTRICT.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this _____ day of December, 2023.

_____
SOCO M. GORJON, City Secretary

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CASTING THE CITY OF CONROE'S VOTES ON THE OFFICIAL BALLOT FO THE BOARD OF DIRECTORS ELECTON, 2024-2025 TERM, MONTGOMERY COUNTY APPRAISAL DISTRICT.

WHEREAS, Chapter 6, Texas Tax Code, establishes Appraisal Districts in each county within the State of Texas; and

WHEREAS, the County of Montgomery (herein after referred to as "the County" is a county located within the State of Texas; and

WHEREAS, the Montgomery County Appraisal District (herein after referred to as "MCAD") is the appointed Appraisal District for the County; and

WHEREAS, the City of Conroe (herein after referred to as "the City") is located within Montgomery County; and

WHEREAS, the City is subject to MCAD; and

WHEREAS, the City is entitled to cast 140 votes in the election of the Board of Directors, for the 2024-2025 term, of MCAD; and

WHEREAS, the City may distribute the 140 votes as the City Council determines in the best interest of the City; and

WHEREAS, City Council has reviewed the candidacy of each of the candidates for the Board of Directors of MCAD as follows:

Arthur Bredehoft	Bonar Luzey, II
Matthew "Doc" Dantzer	Misty Perinne
Gary Hammon	Frank Smith
Guy Hannock	Brent Thor
Mike Hopkins	Bruce Tough
Scott Lee	

And cast the City's votes as listed above in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. That the City Council has cast _____ votes of the City's 140 votes for Arthur Bredehoft.

Section 2. That the City Council has cast _____ votes of the City's 140 votes for Matthew "Doc" Dantzer.

Section 3. That the City Council has cast _____ votes of the City's 140 votes for Gary Hammon.

Section 4. That the City Council has cast _____ votes of the City's 140 votes for Guy Hannock.

Section 5. That the City Council has cast _____ votes of the City's 140 votes for Mike Hopkins.

Section 6. That the City Council has cast _____ votes of the City's 140 votes for Scott Lee.

Section 7. That the City Council has cast _____ votes of the City's 140 votes for Bonar Luzey, II.

Section 8. That the City Council has cast _____ votes of the City's 140 votes for Misty Perinne.

Section 9. That the City Council has cast _____ votes of the City's 140 votes for Frank Smith.

Section 10. That the City Council has cast _____ votes of the City's 140 votes for Brent Thor.

Section 11. That the City Council has cast _____ votes of the City's 140 votes for Bruce Tough.

Section 12. This Resolution shall be effective immediately and shall be submitted to MCAD before December 15, 2023, in accordance with Chapter 6, Texas Tax Code.

[Execution on the following page]

PASSED AND APPROVED this the ____ day of _____, 2023.

_____
JODY CZAJKOSKI, Mayor

APROVED AS TO FORM:

_____
Michael T. Garner, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

MONTGOMERY CENTRAL APPRAISAL DISTRICT
JANET JENNINGS-DOYLE, RPA, RTA, CCA, CTA
CHIEF APPRAISER

109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

October 26, 2023

City of Conroe
Assistant City Administrator/CFO
PO BOX 3066
Conroe, Texas 77305-3066

Re: Official Ballot
Board of Directors Election (2024-2025 Term),
for Montgomery Central Appraisal District

Attached is the Official Ballot for the election of the Montgomery Central Appraisal District's Board of Directors.

Section 6.03 (k-1) of the Texas Property Tax Code:
This is for an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

Your ballot must be returned to my office **before December 15, 2023,** with a **signed resolution or ordinance** determining your vote. You may cast all your votes for one candidate or distribute them among the candidates. No votes may be counted for any candidate not listed on the ballot.

As a reminder to the Special Districts, any votes cast by a Special District will go to the Candidate elected by the Special Districts.

Your participation in this election is appreciated.

Sincerely,

Janet Jennings-Doyle, RPA, RTA, CCA, CTA
Chief Appraiser

MONTGOMERY CENTRAL APPRAISAL DISTRICT
JANET JENNINGS-DOYLE, RPA, RTA, CCA, CTA
CHIEF APPRAISER

109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

OFFICIAL BALLOT
BOARD OF DIRECTORS ELECTION
2024-2025 TERM
MONTGOMERY CENTRAL APPRAISAL DISTRICT

City of Conroe

Please cast your **entitled votes (please see attachment)** for the candidate(s) of your choice to serve on the Board of Directors for the Montgomery Central Appraisal District for the term:

JANUARY 1, 2024 - DECEMBER 31, 2025

CANDIDATE	VOTES CAST
Arthur Bredehoft	_____
Matthew "Doc" Dantzer	_____
Gary Hammon	_____
Guy Hancock	_____
Mike Hopkins	_____
Scott Lee	_____
Bonar Luzey II	_____
Misty Perinne	_____
Fank Smith	_____
Brent Thor	_____
Bruce Tough	_____

_____
Signature of Presiding Officer

Please return this completed Ballot with a Resolution BEFORE December 15, 2023.

Updated and Revised Calculations Due to More Taxing Entities Paying into the Budget

Montgomery County Tax Jurisdiction	Votes
Conroe ISD	1696
Montgomery County	915
Magnolia ISD	330
Montgomery ISD	291
New Caney ISD	262
Lone Star CC	215
Willis ISD	172
The Woodlands Township	164
City of Conroe	140
Tomball ISD	44
Splendora ISD	42
Montgomery County MUD 113	33
Montgomery County MUD 119	32
Montgomery County MUD 46	25
Spring Creek UD	23
Montgomery County MUD 115	22
Woodlands Road Dist 1	22
Montgomery County MUD 47	19
City of Houston	17
Montgomery County MUD 112	14
Montgomery County MUD 105	17
Rayford Road MUD	12
Montgomery County MUD 18	12
Montgomery County MUD 94	12
Montgomery County MUD 95	11
Montgomery County MUD 88	11
Montgomery County MUD 15	10
Montgomery County MUD 60	10
Porter MUD	10
Montgomery County WCID 1	9
Valley Ranch MUD 1	9
Montgomery County MUD 89	9
New Caney MUD	9
Wood Trace MUD 1	9
Woodlands Metro Ctr MUD	9
Montgomery County MUD 67	8
Montgomery County MUD 139	8
Stanley Lake MUD	8

E Montgomery Co MUD 6	8
Montgomery County MUD 84	8
City of Willis	7
Montgomery County MUD 127	7
City of Shenandoah	7
Montgomery County MUD 98	7
Montgomery County MUD 39	7
Montgomery County MUD 09	7
Conroe Munic Mgmt Dist #1	7
Montgomery Co DD 6	6
Woodridge MUD	6
Montgomery Co DD 10	6
Montgomery County MUD 99	6
City of Oak Ridge No.	6
So Montgomery Co MUD	6
Blake Tree MUD	6
Valley Ranch Town Center Mgmt Dist	6
E Montgomery Co MUD 3	6
Montgomery County MUD 107	6
Montgomery County MUD 08	6
Montgomery County MUD 137	5
City of Panorama Village	5
Montgomery County MUD 83	5
Harris-Montgomery Counties Mgmt Dist	5
Far Hills UD	5
City of Montgomery	4
Kings Manor MUD	4
Montgomery County MUD 07	4
Point Aquarius MUD	4
Montgomery County MUD 126	4
E Montgomery Co MUD 4	4
City of Magnolia	4
Montgomery County MUD 90	3
Montgomery County UD 2	3
Montgomery County MUD 138	3
Harris County MUD 386	3
Montgomery County MUD 96	3
City of Roman Forest	3
Montgomery County MUD 42	3
Montgomery County MUD 24	3
Montgomery County MUD 132	3
Montgomery County MUD 06	3

Conroe MUD 1	3
Woodlands MUD 1	3
Montgomery County MUD 141	2
Montgomery County MUD 92	2
East Plantation UD	2
Montgomery County MUD 128A	2
Lake Conroe Hills MUD	2
Porter MUD- Auburn Trails Defined Area II	2
Grand Oaks MUD	2
Clover Creek MUD	2
Montgomery County MUD 111	2
River Plantation MUD	2
Montgomery County UD 4	2
Montgomery County MUD 19	2
Texas National MUD	2
City of Splendora	2
Montgomery County MUD 142	2
E Montgomery Co MUD 7	2
Montgomery County MUD 56	2
Porter MUD- Auburn Trails Defined Area I	1
Montgomery County MUD 148	1
Cleveland ISD	1
Richards ISD	1
Corinthian Point MUD 2	1
Montgomery County MUD 121	1
Chateau Woods MUD	1
Porter MUD- Hendrix Defined Area	1
Montgomery County MUD 16	1
City of Stagecoach	1
Montgomery County UD 3	1
Montgomery County MUD 36	1
City of Woodbranch Village	1
Roman Forest Cons MUD	1
City of Patton Village	1
Lazy River ID	1
Montgomery County FWSD 6	1
Magnolia East MUD	1
City of Cleveland	1
Montgomery County MUD 166	1
Montgomery County MUD 165	1
Montgomery County MUD 174	1
City of Woodloch	1

Valley Ranch Medical Center Mgmt Dist	1
Montgomery County MUD 108	1
Roman Forest PUD 4	1
Roman Forest PUD 3	1
Montgomery County MUD 144	1
E Montgomery Co MUD 12	1
Montgomery County MUD 145	1
Montgomery County MUD 151	1
Montgomery County MUD 150	1
Cleveland MUD 1	1
Montgomery County MUD 149	1
Montgomery County MUD 131	1
Montgomery County MUD 164	1
Montgomery County WCID 4	1
Montgomery County MUD 147	1
Montgomery County MUD 100	1
Montgomery County MUD 110	1
Montgomery County MUD 140	1
Montgomery County MUD 160	1
Montgomery County Municipal Utility District #1	1
Montgomery County MUD 176	1
Montgomery County MUD 178	1
Montgomery County MUD 183	1
Montgomery County MUD 191	1
Montgomery County MUD 201	0
Montgomery County MUD 206	1
New Caney MUD- Hendricks DA	1
Montgomery Co ESD 1	5
Montgomery Co ESD 10	6
Montgomery Co ESD 14	1
Montgomery Co ESD 2	4
Montgomery Co ESD 3	3
Montgomery Co ESD 4	3
Montgomery Co ESD 6	4
Montgomery Co ESD 7	3
Montgomery Co ESD 8	6
Montgomery Co ESD 9	1
Humble ISD	0
City of Cut and Shoot	0
	5,000

Updated and Revised Calculations Due to More Taxing Entities Paying into the Budget

Meeting Date: 12/13/2023
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Yanira Peres-Gutierrez, Adm. Assistant - Legal

Workshop

Item Type: Executive Session

Item Type:
Executive Session

Mayor Czajkoski

Joint Meeting:
No Joint Meeting

Description
*SJRA GRP Contract litigation (Sec.551.071).
*QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
*Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071).
*Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
*Personnel Matters (Sec.551.074).
*Deployment of Security Personnel or Devices. (Sec. 551.076)

Summary / Recommendation
*SJRA GRP Contract litigation (Sec.551.071). *QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071). *Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071). *Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072). *Personnel Matters (Sec.551.074). * Deployment of Security Personnel or Devices (Sec 551.076)