NOTICE OF REGULAR MEETING OF
CONROE CITY COUNCIL
WORK SESSION
CITY HALL COUNCIL CHAMBERS - 300 WEST DAVIS ST. CONROE, TX

CONVENES: WEDNESDAY, JULY 10, 2024 - 2:00 P.M. - RECESS
RECONVENES: THURSDAY, JULY 11, 2024 - 6:00 P.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 proposal for the topographic survey for the Valwood Area Street Rehab project.
   N. McGuire

2. Discuss the Construction Phase Commissioning Services proposal for the Oscar Johnson Jr. Community Center.
   N. McGuire

3. Discuss a Resolution adopting the CDBG 2024 Annual Action Plan and authorizing the Mayor to sign all documents for transmittal to the U. S. Department of Housing and Urban Development and for the acceptance and implementation of the grant.
   N. Mikeska

4. Discuss an Ordinance consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 225.
   N. Mikeska

5. Discuss the proposed migration to Microsoft 365.
   C. Boothe

6. Discuss amending Section 2-31 of the Code of Ordinances with respect to the combination car/cell phone allowance paid to City Council members.
   A. Houser

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, and 551.074 relating to:

7. *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).
Mayor Coon

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: 07/10/2024
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Bid Award

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss the proposal for the topographic survey for the Valwood Area Street Rehab project.

Summary / Recommendation

Discuss the scope of the work to survey approximately 27,255 linear feet of roadway in the Valwood Area. This project is funded 80% by 2024 Congressional Earmark funds through Congressman Luttrell's office. The area is Silverdale to Foster, Highway 75 to South 7th Street, and Foster Drive South.

Fiscal Impact

Expenditure Amount:	$125,090
Revenue Amount:	0
Account Number:	610/8060/9030/I94
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Attachments

City's Contract
CIP Sheet

PROFESSIONAL SERVICES AGREEMENT

Valwood Area Street Rehab Project – Professional Services Consulting – Surveying Services

City of Conroe, Texas

Project Overview

Topographic survey of Valwood Area as outlined by City Staff.

Scope of Work

Topographic survey of Valwood area. Tie survey to City of Conroe Benchmark System. Obtain cross section at 100-foot interval the full width of right-of-way. Contact 811 to mark utilities. Research at public and private utility agencies. Provide AutoCAD file of the field data in planview with spot elevations. Provide survey control map.

A. **Survey:**

• Bois D' Arc Drive	800 lf.
• Baretta Drive	1,350 lf
• Foster Oaks Drive	1,100 lf
• Cypress Lane	1,250 lf
• South 1st Street (1)	2,550 lf
• South 1st Street (2)	2,000 lf
• South 2nd Street (1)	1,300 lf
• South 2nd Street (2)	300 lf
• South 3rd Street (1)	2,500 lf
• South 3rd Street (2)	2,000 lf
• South Ridgeway Drive	800 lf
• Belvedere Drive (revised)	835 lf
• Halo Drive	950 lf
• Montrose Circle (1)	670 lf
• Montrose Circle (2)	670 lf
• South 5th Street (1)	370 lf
• South 5th Street (2)	600 lf
• Reaves Street (1)	900 lf
• Reaves Street (2)	640 lf
• Valwood Drive	920 lf
• Chesswood Street	400 lf
• North Creek Drive	350 lf

- Rolling Pines 1,850 lf
- 7th Street (2) 2,150 lf

Total Footage: 27,255

B. Compensation

A. Fee

Landtech shall complete the Scope of Services above for the following Fees:

1. Field Party	376 hours x $185.00 =	$69,560.00
2. Technician	216 hours x $115.00 =	24,840.00
3. CAD	222 hours x 110.00 =	24,420.00
4. Project Surveyor	38 hours x 165.00 =	6,270.00

Grand Total $ 125,090.00

Schedule

A. Scope of Services above shall be completed within 120 calendar days from the date of authorization of this proposal.

Client Provided Services

A. N/A

Terms and Conditions

The following Terms and Conditions shall apply to this proposal (Agreement).

A. Antitrust Affirmation:

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Contract, neither I nor any representative of the LANDTECH have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the LANDTECH have violated any federal antitrust law; and (3) neither I nor any representative of the LANDTECH have directly or indirectly communicated any of the contents of this Contract to a competitor of the LANDTECH or any other company, corporation, firm, partnership or individual engaged in the same line of business as the LANDTECH.

B. Assignment:

LANDTECH shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the City. Any attempted assignment in violation of this provision is void and without effect.

C. Child Support Obligation Affirmation:

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or

business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

D. Contracting Information Responsibilities:

In accordance with Section 552.372 of the Texas Government Code, LANDTECH agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the LANDTECH on request of the City, and (3) on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the LANDTECH or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the LANDTECH agrees that the contract can be terminated if the LANDTECH knowingly or intentionally fails to comply with a requirement of that subchapter.

E. Critical Infrastructure Affirmation:

Pursuant to Government Code Section 2275.0102, LANDTECH certifies that neither it nor its parent company, nor any affiliate of LANDTECH or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

F. Dealings with Public Servant Affirmation:

LANDTECH has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Contract.

C. Disaster Recovery Plan:

Upon request of City, LANDTECH shall provide the descriptions of its business continuity and disaster recovery plans.

D. Dispute Resolution:

Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

E. Excluded Parties:

LANDTECH certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

F. False Statements:

LANDTECH represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Contract with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Contract and any resulting contract.

G. Foreign Terrorist Organizations:

LANDTECH represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

L. Governing Law and Venue:

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the City.

M. Indemnification:

LANDTECH SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, 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 REASONABLE COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF LANDTECH OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY LANDTECH WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS A NAMED DEFENDANT IN ANY LAWSUIT AND LANDTECH MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. LANDTECH AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

N. No Conflicts of Interest:

LANDTECH represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

O. Public Information Act:

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, LANDTECH is required to make any information created or exchanged with the City pursuant to the contract, and not otherwise excepted from disclosure under the Texas

Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

P. Signature Authority:

By submitting the Contract, LANDTECH represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the LANDTECH and to bind the LANDTECH under any contract that may result from the submission of this Contract.

Q. Standard of Care:

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, LANDTECH shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

R. City's Right to Audit:

The City may designate an auditor who may conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

S. Suspension and Debarment:

LANDTECH certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

T. Binding Effect:

The contract shall be binding upon and shall inure to the benefit of the City and LANDTECH and to their representatives, successors and assigns.

U. Change in Law and Compliance with Laws:

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Changes in laws or regulations after execution of this agreement that were not known or reasonable foreseeable and that affect the cost or time of performance may be the subject of a change order.

V. Damage to Government Property:

LANDTECH shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the LANDTECH and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. LANDTECH shall notify the City in writing of one (1) calendar day. LANDTECH is responsible for the removal of all debris resulting from work performed under the contract.

W. Disclosure of Interested Parties:

LANDTECH represents and warrants that if selected for award of a contract as a result of the Solicitation, LANDTECH will submit to the City a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

X. Force Majeure:

Neither LANDTECH nor the City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Y. Legal and Regulatory Actions:

LANDTECH represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against LANDTECH or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair LANDTECH's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the City's consideration of the Response. If LANDTECH is unable to make the preceding representation and warranty, then LANDTECH instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair LANDTECH's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the City's consideration of the Response. In addition, LANDTECH represents and warrants that it shall notify the City in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the City shall constitute breach of contract and may result in immediate termination of the contract.

Z. Limitation on Authority:

LANDTECH shall have no authority to act for or on behalf of the City except as expressly provided for in the contract; no other authority, power or use is granted or implied. LANDTECH may not

incur any debt, obligation, expense or liability of any kind on behalf of the City.

AA. Media Releases:

LANDTECH shall not use the City's name, logo, or other likeness in any press release, marketing material, or other announcement without the City's prior written approval. the City does not endorse any vendor, commodity, or service. LANDTECH is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without the City's prior written consent, and then only in accordance with explicit written instructions from the City.

BB. No Implied Waiver:

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

CC. Permits, Certifications, and Licenses:

LANDTECH represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

DD. Prompt Payment:

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

EE. Records Retention:

LANDTECH shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by LANDTECH for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

FF. Refund:

LANDTECH will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by City which are not expressly authorized under the contract.

GG. Severability:

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

HH. Sovereign Immunity:

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

II. Survival:

Expiration or termination of the contract for any reason does not release LANDTECH from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

JJ. Taxes:

Purchases made for the City use are exempt from the State Sales Tax and Federal Excise Tax. City will furnish Tax Exemption Certificates upon request. LANDTECH represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of LANDTECH or its employees. The City shall not be liable for any taxes resulting from the contract.

KK. Termination for Convenience:

City reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the City determines that such termination is in the best interest of the city. In the event of such a termination, LANDTECH must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. City shall be liable for payments limited only to the portion of work the City authorized in writing and which LANDTECH has completed, delivered to the City, and which has been accepted by City. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The City shall have no other liability, including no liability for any costs associated with the termination.

LL. Unfair Business Practices:

LANDTECH represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that LANDTECH has not been found to be liable for such practices in such proceedings. LANDTECH certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

MM. Use of City Property:

LANDTECH is prohibited from using City Property for any purpose other than performing Services authorized under the contract. City Property includes, but is not limited to, City's office space, identification badges, City information technology equipment and networks (e.g., laptops,

portable printers, cell phones, iPads, external hard drives, data storage devices, any City- issued software, and the City Virtual Private Network (VPN client)), and any other resources of City. LANDTECH shall not remove City Property from the continental United States. In addition, LANDTECH may not use any computing device to access City's network or e-mail while outside of the continental United States. LANDTECH shall not perform any maintenance services on City Property unless the contract expressly authorizes such services. During the time that City Property is in the possession of LANDTECH, LANDTECH shall be responsible for (i) all repair and replacement charges incurred by City that are associated with loss of City Property or damage beyond normal wear and tear and (ii) all charges attributable to LANDTECH's use of City Property that exceeds the contract scope. LANDTECH shall fully reimburse such charges to City within ten (10) calendar days of LANDTECH's receipt of City's notice of amount due. Use of City Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to City under contract, at law, or in equity.

NN. Authorization for Work to Proceed:

Signing of this Agreement shall be authorization by the Client for LANDTECH to proceed with the work.

OO. Consequential Damages:

The Client shall not be liable to LANDTECH and LANDTECH shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by the Client or LANDTECH, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

PP. Hazardous Materials – Suspension of Services:

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statues) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that LANDTECH's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LANDTECH or any other party encounters any hazardous or toxic materials, or should it become known to LANDTECH that such materials may be present on or near the project site that may affect the performance of LANDTECH's services, LANDTECH may, at its sole option and without liability for consequential or other damages, suspend performance of the services within this Agreement until the Client retains appropriate consultants or LANDTECHs to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

QQ. Right to Rely on Client Provided Information:

LANDTECH may rely upon the accuracy and completeness of all instructions, reports, data, and other information furnished by Client or any of its consultants if a reasonably prudent surveyor would rely on the same. LANDTECH may use such instructions, reports, data, plans and

information in performing or furnishing services under this Agreement.

END OF SECTION

Declaration:

By my signature below I agree to comply with all the provision of this Contract. I further understand any breach of the Contract entitles the City of Conroe a governmental entity to declare this Contract void within ten days after receipt of notice of breach.

SIGNED this 28th day of July, 2024.

LANDTECH, INC.

By: Paul KWAN

Printed Name: PAUL P. KWAN

Title: PRESIDENT

The City of Conroe, Texas

By: _____
Duke W. Coon, Mayor

Attest: _____
Sami Quinlan, Asst. City Secretary

ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1182015

Date Filed:
06/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LANDTECH INC.
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF CONROE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VALWOOD AREA TOPO SURVEY
SURVEYING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KWAN, PAUL	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **PAUL KWAN**, and my date of birth is **11/20/1951**.

My address is **1315 W SAM HOUSTON PKWY NORTH, SUITE 100** (street), **HOUSTON** (city), **TX** (state), **77043** (zip code), **HARRIS** (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **HARRIS** County, State of **TEXAS**, on the **28** day of **JUNE** (month), 20**24** (year).

Paul Kwan

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Landtech Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Paul Kwan

Signature of vendor doing business with the governmental entity

06/28/2024

Date

_____ **("Company or Business Name")**

House Bill 89 Verification

I, Paul Kwan (Person name), the undersigned representative of LANDTECH, INC. (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

06/28/2024 _____

DATE

Paul Kwan

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28th day of June, 20 24, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Barbara Norris

NOTARY SIGNATURE

BARBARA NORRIS
My Notary ID # 128911418
Expires March 8, 2028

06/28/2024

Date

CITY OF CONROE
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Landtech Inc.

_____
Company Name

_____
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____
Purchasing Representative

_____
Date

_____ **("Company or Business Name")**

Senate Bill 19 Verification

I, Paul Kwan _____ (Person name), the undersigned representative of LANDTECH, INC. _____(Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

3. "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
   (B) does not include:
      (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
      (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

         (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6. "Firearm entity" means:
   (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
   (B) a sport shooting range as defined by Section 250.001, Local Government Code.

7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
   (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
   (B) has two or more firearm entities as members; and
   (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

06/28/2024
DATE

Paul Kwan
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28 day of June, 2024, personally appeared Paul Kwan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Barbara Norris
NOTARY SIGNATURE

BARBARA NORRIS
My Notary ID # 128911418
Expires March 8, 2028

06/28/2024
DATE

_____ **("Company or Business Name")**
Senate Bill 13 Verification

I, Paul Kwan (Person name), the undersigned representative of LANDTECH, INC. (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001.

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

06/28/2024
DATE

Paul Kwan
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28 day of June, 2024, personally appeared Paul Kwan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Barbara Norris
NOTARY SIGNATURE

BARBARA NORRIS
My Notary ID # 128911418
Expires March 8, 2028

06/28/2024
DATE

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Valwood Area - Congressional Earmark

Project Code: I94 **Rank:** C

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

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

Location: Silverdale to Foster, HWY 75 to S. 7th Street, and Foster South

Project Summary: The project will consist of minor base repair and approximately six (6) miles of mill and overlay with minor drainage repair. This project has some sections of open cut ditches and some concrete curb and gutter. Shaded area is not maintained by the City.

Project Forecast

	Prior Years	2025	2026	2027	2028	2029	2030-2034	Total Cost
Expenditure								
Improvements >$10,000	5,218,000	-	-	-	-	-	-	5,218,000
Total Expenditure	**$5,218,000**	**-**	**-**	**-**	**-**	**-**	**-**	**$5,218,000**

Operating Impacts

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

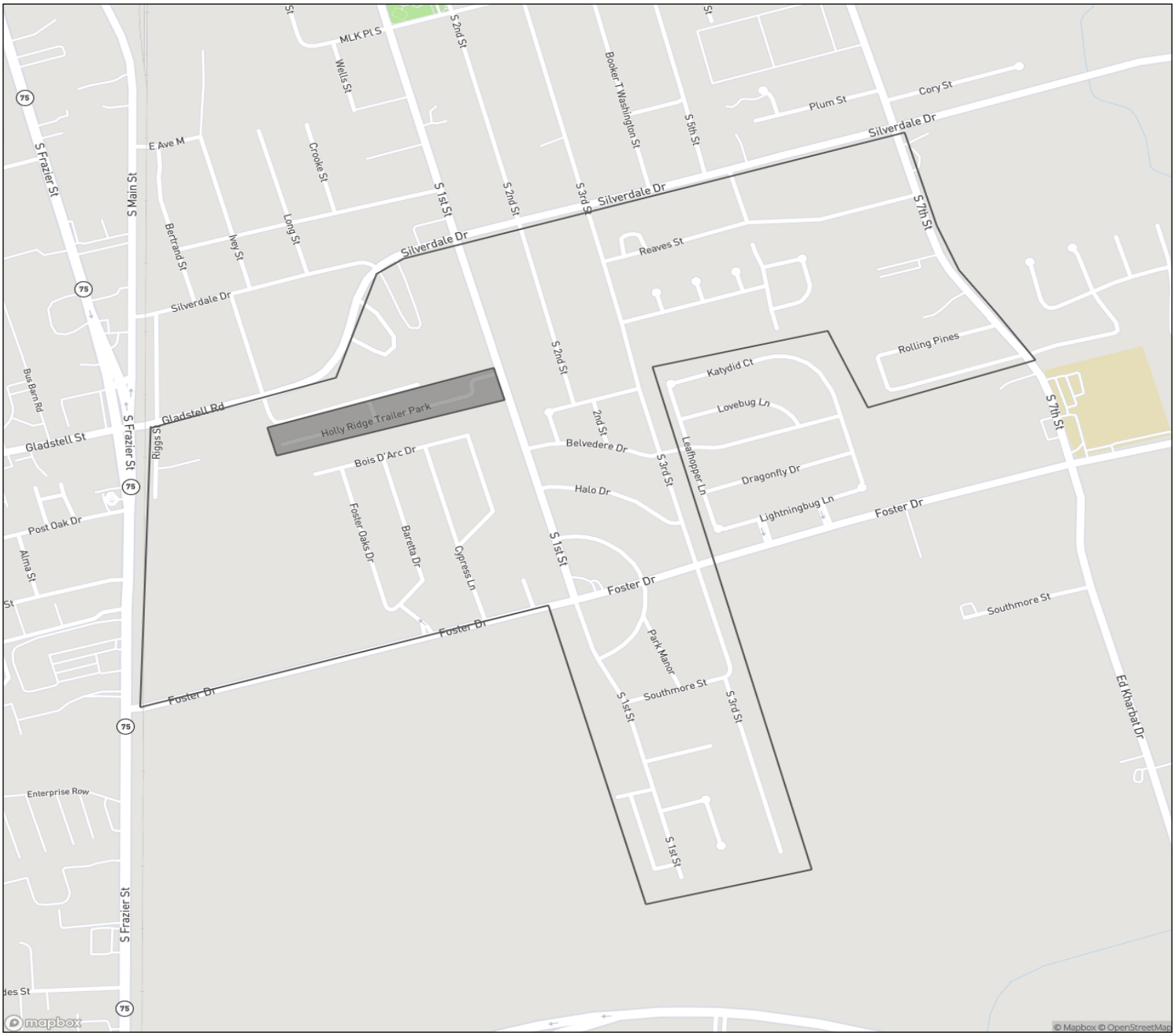
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Valwood Area - Congressional Earmark

Project Code: I94

Project Type: Streets

Project Map:



Meeting Date: 07/10/2024
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Bid Award

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss the Construction Phase Commissioning Services proposal for the Oscar Johnson Jr. Community Center.

Summary / Recommendation

Discuss the proposal to perform commissioning services for the new construction of the new Oscar Johnson Jr. Community Center. The scope includes specialized mechanical, lighting, electrical power, and plumbing inspection of the 94,857 square foot, two-store center.

Fiscal Impact

Expenditure Amount:	$67,000
Revenue Amount:	0
Account Number:	602-8090-9030-H64
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Attachments

Proposal

June 14, 2024

1111 North Loop West
Suite 350
Houston, Texas 77008
P: (832) 419-5569

Mr. Rafael Carrasquillo
City of Conroe
100 Park Place
Conroe, TX 77301
Ph: 936-522-3145
E: rcarrasquillo@cityofconroe.org

RE: **Proposal for Construction Phase Commissioning (Cx) Services of Mechanical, Electrical, and Plumbing (MEP) Systems**
Proposed Oscar Johnson Jr. Community Center (OJJCC)
710 Foster Drive
Conroe, TX 77301
Terracon Proposal Number: PF3246262

Mr. Carrasquillo:

In response to a request received from Mr. Vince Grainger, Project Manager, *AG|CM*, Terracon Consultants, Inc. is pleased to submit this proposal to the City of Conroe (Client) to provide Construction Phase Cx services limited to the MEP systems at the above-referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fees to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A. PROJECT INFORMATION

Terracon understands the proposed project will include construction of a new community center at the referenced location in Conroe, Texas. The project will include new construction of an approximate 94,857-square foot, two-story community center per the project manual and Issued for Construction (IFC) drawings issued on October 28, 2022 prepared by Burditt Architects. We understand that construction is scheduled for completion in late 2024/early 2025.

The provided plans denote the building is divided into north and south areas, with the main public entrance located along the center of the north elevation. The building includes a 2-story gym containing two basketball courts with an overlooking walking/running track along the perimeter of the gym on the second level. The building includes a fitness center with locker rooms on the second level, classrooms, general offices and conference rooms, a sub-dividable conference hall, a catering kitchen, childcare facilities, lounges, a multipurpose room, restrooms, and several unassigned shell spaces.

An unconditioned pavilion building containing restrooms and a mechanical chase only is provided in the landscaped areas, adjacent to picnic seating.

The new community center with be provided chilled water systems including two air cooled chillers, two natural gas boilers, hydronic water circulation pumps, 11-air handling units (AHUs), ductwork, fan powered terminal boxes, and DDC controls. Direct expansion (DX) mini-split systems will be installed in selected spaces for supplemental cooling.

Electrical systems will consist of LED lighting fixtures and controls. The electrical power supply will include a 2,000-amp, 480/277-volt main service. Power distribution will include 480/277-volt and 208/120-volt panels and stepdown transformers. The base bid project includes a 70-kW emergency generator set.

Domestic water plumbing will be provided to support restrooms and fixtures. Domestic hot water will be provided to the building by two, natural gas fired boilers with thermostatic control valves, circulation pumps, and return circuits.

It is our understanding that Construction Phase Cx services of MEP systems are being requested in general accordance with the requirements of the *2009 International Building Codes (IBC),* the *2012 International Mechanical Code (IMC),* the *2017 National Electric Code (NEC),* the *2009 International Plumbing Code (IPC), a*nd the *2015 International Energy Conservation Code (IECC)* as adopted per the City of Conroe, Texas.

We have been provided the IFC drawing set, including revisions up to ASI-009, and Project Manual with technical specifications, including code analysis. It is anticipated that further issues of drawings and specifications for addendums, construction, and information will be provided during the course of the project.

B. SCOPE OF SERVICES – COMMISSIONING OF MEP SYSTEMS

As requested, Terracon will serve as the MEP Commissioning Authority (MEPCxA) for the Construction Phase of the proposed project related only to the mechanical HVAC systems, lighting, electrical power distribution, and domestic service water heating systems.

We understand that Construction Phase Cx of MEP systems is required by sections 01-91-00, 22-08-00, 23-08-00, and 26-08-00 of the Project Manual prepared by Burditt Architects, LLC.

The MEPCxA will lead, review and oversee the completion of the Construction Phase MEP Cx activities for the above referenced systems. The MEPCxA will be independent of the design and construction team and will represent the Client during the MEPCx activities through the project's Construction Phase.

The MEP CxA shall create and implement an MEPCx plan and process and oversee the required Construction Phase MEPCx activities related to the mechanical HVAC systems, lighting, electrical power distribution, and domestic service water heating systems designed by other professionals and installed by general and sub-contractors during the Construction Phase of the project.

SCOPE DESCRIPTION

Construction Phase MEPCx

The MEPCxA will lead, review, and oversee the completion of the Construction Phase MEPCx activities for the above referenced systems. The MEPCxA will report results, findings, and recommendations directly to the Owner (Client), A/E, and contractor(s) as requested by the Client.

The systems to be Commissioned are as follows:

1. Mechanical heating, ventilating, and air conditioning (HVAC), including water chillers, boilers, pumps, air handling units, ductwork, fan power terminal boxes, DX mini-split cooling systems, ventilation exhaust fans, and automatic temperature controls.

2. Lighting and lighting controls, including lighting panels, occupancy sensors, and lighting control panels.

3. Electrical power distribution panels and transformers.

4. Domestic service water heating and piping.

Responsibilities of the MEPCxA during the Construction Phase include, but are not limited to the following:

1. Coordinate and direct steps of the MEPCx process for systems being installed as part of this construction/renovation. Coordinate MEPCx work schedule with Owner's representatives and General Contractor (GC).

2. Assign a Terracon field MEPCx agent with the responsibility to conduct site visits, coordinate with the Owner's representatives, conduct site observations, develop deficiency logs, and issue reports. It is anticipated that one of Terracon's assigned field personnel will make site visits as needed during construction including attendance at scheduled OAC meetings. Our assigned field personnel will issue field reports and update deficiency reports based on our observations. The periodic field visits will verify that MEP systems and equipment have been installed and started in accordance with the permitted construction documents, manufacturer's installation manuals, applicable building codes, and generally recognized construction standards. We will discuss findings with the Owner's, A/E's, and contractor(s') personnel on site and provide written field reports within 48-hours of the site visits.

3. Request all information required for MEPCx process from manufacturers, design professionals, and contractors.

4. Provide an MEPCx plan.

5. Review owner project requirements, ComCheck reports, construction documents, and MEP submittals for compliance with MEPCx needs.

6. Assist in resolving discrepancies (diagnostics of observed discrepancies are outside the scope of MEPCx services).

7. Prepare Pre-Functional Checklists to verify the MEP systems have been installed according to project specifications. Verify that Pre-Functional Checklists have been addressed by GC and sub-contractors and are accurate. Deliver final Pre-Functional Checklists to Owner.

8. Prepare Functional Test procedures to demonstrate performance of systems according to project specifications. Observe and document performance of systems, as per process detailed in Functional Test procedures.

9. Verify the execution of MEPCx process activities using random sampling. The sampling rate is estimated at 50-percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training manuals, operating and maintenance data, tests, and test reports to verify compliance with the Clients requirements. When a random sample does not meet the requirements, the CxA will report the failure in the Deficiencies Log.

10. Prepare and maintain an Deficiencies Log.

11. Compile test data, inspection reports, and certificates; include them in the commissioning report.

12. Review testing and balancing (TAB) reports; notify Owner of deficiencies.

13. Recommend acceptance or non-acceptance of systems to Owner.

14. Verify that Operations and Maintenance (O&M) documentation is acceptable. Operations and Maintenance manuals shall be submitted simultaneously to MEPCxA and to design professionals for review.

15. Assist in scheduling training and verifying that training has taken place by collecting training documentation from GC.

16. Compile and maintain MEP Commissioning record.

17. Provide pre-final and final MEP Commissioning reports to all team members.
The reports shall include:
    a. Communications between Owner, MEPCxA, A/E, GC and subcontractors related to the MEPCx process.
    b. MEPCx Field Observation reports.
    c. Any start-up/ test reports pertaining to commissioned systems.

d. A Deficiencies Log which will:
   1. List design, installation, and performance issues that are at variance with the Owner's project requirements and construction documents.
   2. Identify and track issues as they are encountered, documenting the status of unresolved and resolved deficiencies.

e. Completed, Pre-Functional Checklists.

f. Testing plans and Functional Test reports.

g. Compliance Letter

D. CLIENT PROVISIONS

Client agrees to provide all required documents and access needed to provide Construction Phase MEPCx and TAB services on mechanical systems, lighting, electrical power distribution, and domestic service water heating systems this project in timely manner. Client agrees to provide safe access to all site areas and spaces necessary to complete the proposed scope of services. During our site visits we request that a Client or GC representative who is familiar with the site accompany our representatives on each visit.

E. PROJECT SCHEDULE

Our services and meetings with the Owner, A/E Team, GC and sub-contractors, and others are based on an approximate 6- to 9-month construction schedule. Reports and documentation will need to be provided to Terracon based on an agreed schedule in our initial meetings. We request that you provide a fully executed Agreement For Services (AFS) to us on or before your notification to proceed.

F. SCOPE AND REPORT LIMITATIONS

The findings and conclusions presented in the final documents and report(s) will be based on information collected as described above in this proposal. Please note that we do not warrant the information provided to us for use in the compilation of reports, information, or third-party information.

This proposal has been prepared for the City of Conroe. Terracon's MEPCx reports will be provided as part of the services herein and are for the exclusive use and reliance of City of Conroe and should not be conveyed to third parties without prior written authorization from City of Conroe and Terracon.

Services to be performed represent Terracon's services as of the report dates and constitute Terracon's final documents. The text of the reports may not be altered in any manner after final issuance. The results, findings, conclusions, and recommendations will be provided in PDF format your designated representative.

Terracon's reports will be based on the documents provided and the conditions which were observed at the time of our site visits. Certain indicators of site conditions may have been

latent or not apparent at the time of the site visits and may have subsequently become observable.

G. COMPENSATION

Task	Estimated Fees
Construction Phase MEP Cx Services of mechanical systems, lighting, electrical power distribution, and plumbing systems as described above.	$ 67,000
TOTAL	$ 67,000

Consultant shall invoice to the Client monthly. The Client shall honor invoice within 30 days.

The estimated fees are valid for 60 days from the date of this proposal. The estimated fees are based on the assumptions and conditions provided at the time of the proposal. If these assumptions are not valid, there will be additional charges.

H. AUTHORIZATION

If this Scope of Services meets with your approval, work may be initiated by returning an original copy of this proposal and AFS dated June 14, 2024, subject to our review, to our Houston office by e-mail at apsheppard@terracon.com.

The terms, conditions and limitations stated in the AFS dated June 14, 2024, reviewed by the City of Conroe and Terracon Consultants, Inc., shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us.

Sincerely,
Terracon Consultants, Inc. (TBPE Firm Registration No. F-3272)

Andrew P. Sheppard, P.E.
Senior Engineer
Facilities Services

Jeffrey A. Miller, P.E., LEED AP, CBCP
Vice President/Senior Principal
Facilities Services

Attachments: Agreement for Services

Reference Number: PF3246262

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Conroe TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the OJJCC MEP Cx project ("Project"), as described in Consultant's Proposal dated 06/14/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $100,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Conroe TX**
By:	Jeffrey A. Miller Date: **6/14/2024**	By:	Date:
Name/Title:	**Jeffrey A Miller / Senior Engineer**	Name/Title:	**Rafael Carrasquillo /**
Address:	**1111 North Loop W, Ste 350** **Houston, TX 77008-4721**	Address:	**100 Park Place** **Conroe, TX 77301**
Phone:	**(713) 467-9840** Fax:	Phone:	**(936) 522-3145** Fax:
Email:	**Jeffrey.Miller@terracon.com**	Email:	**RCarrasquillo@cityofconroe.org**

Meeting Date: 07/10/2024
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 adopting the CDBG 2024 Annual Action Plan and authorizing the Mayor to sign all documents for transmittal to the U. S. Department of Housing and Urban Development and for the acceptance and implementation of the grant.

Summary / Recommendation

Discuss a Resolution adopting the CDBG 2024 Annual Action Plan and authorizing the Mayor to sign all documents for transmittal to the U. S. Department of Housing and Urban Development and for the acceptance and implementation of the grant.

Attachments

Resolution 2024 CDBG Action Plan

CERTIFICATE FOR RESOLUTION

I.

On the 11th day of July, 2024, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: Duke W. Coon, **Mayor; Harry Hardman, Mayor Pro Tem; Council Members, David Hairel, Shana Arthur, Howard Wood, and Marsha Porter** 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 2024 CDBG ANNUAL ACTION PLAN; AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE MAYOR TO SIGN ALL FORMS AND CERTIFICATIONS PERTAINING TO SUBMISSION AND IMPLEMENTATION OF THE PLAN; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of , 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 _____, 2024.

_____
SAMI QUINLAN, Asst. City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, APPROVING THE 2024 CDBG ANNUAL ACTION PLAN; AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE MAYOR TO SIGN ALL FORMS AND CERTIFICATIONS PERTAINING TO SUBMISSION AND IMPLEMENTATION OF THE PLAN; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * *

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

Section 1. The 2024 CDBG Annual Action Plan, 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 plans 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 plan.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of _____, 2024.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
MIKE GARNER, Interim City Attorney

ATTEST:

_____
SAMI QUINLAN, Asst. City Secretary

Meeting Date: 07/10/2024
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 consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 225.

Summary / Recommendation
Discuss an Ordinance consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 225.

Attachments
MUD 225 Petition
Senate Bill 225
MUD 225 M B B
MUD 225 Survey

JOINT PETITION FOR CONSENT TO CREATION
OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 225

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF CONROE:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Montgomery County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 225.

II.

The area of the land to be included in the District contains 379.45 acres, more or less, and lies wholly within Montgomery County, Texas. All of said area is within the corporate limits of the City of Conroe and is not within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District has been created by an Act of the 88th Texas Legislature (the "Act") under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and shall be organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required; and

(5) exercise road powers and authority ("Road Powers") pursuant to applicable law;

(6) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(7) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Conroe, and is in close proximity to populous and developed sections of Montgomery County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

(3) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land

within the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(4) The future inhabitants of the area and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), road facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the creation of the District is given, the Petitioner will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit "B", attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $7,150,000.00 for water, sewer and drainage facilities and $6,500,000.00 for road facilities.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Conroe give its written consent to the creation of said District.

Dated this 23rd day of April, 2024.

DJS LAND COMPANY, LTD., a Texas limited partnership

By: Montlan, LLC, a Texas limited liability company, its General Partner

By: Risher Randall
Risher Randall, President

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 11th day of April, 2024, by Risher Randall, President of Montlan, LLC, a Texas limited liability company, General Partner of DJS Land Company, Ltd., a Texas limited partnership, on behalf of said partnership.

Amber D. Martin
Notary Public in and for
the State of Texas

AMBER D MARTIN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/03/25
NOTARY ID 12925102-1

693398

Dated this 23rd day of April, 2024.

APR LAND COMPANY, LTD., a Texas limited partnership

By: Montlan, LLC, a Texas limited liability company, its General Partner

By: Risher Randall
Risher Randall, President

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 11th day of April, 2024, by Risher Randall, President of Montlan, LLC, a Texas limited liability company, General Partner of APR Land Company, Ltd., a Texas limited partnership, on behalf of said partnership.

Amber D. Martin
Notary Public in and for
the State of Texas

AMBER D MARTIN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/03/25
NOTARY ID 12925102-1

Dated this 23rd day of April, 2024.

HAMARCO, LTD., a Texas limited partnership

By: KAN, Inc., a Texas corporation, its General Partner

By: Katharine Pitt
Katharine Pitt, President

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 23 day of April, 2024, by Katharine Pitt, President of KAN, Inc., a Texas corporation, General Partner of Hamarco, Ltd., a Texas limited partnership, on behalf of said partnership.

Brooke Hoover
Notary Public in and for
the State of Texas

Brooke Nicole Hoover
My Commission Expires
1/16/2028
Notary ID134717010

Dated this 23rd day of April, 2024.

JCPC II, LTD., a Texas limited partnership

By: Jerome, Inc., a Texas corporation,
its General Partner

By: Jean Cartwright Dickson President
Jean Cartwright Dickson, President

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 23rd day of April, 2024, by Jean Cartwright Dickson, President of Jerome, Inc., a Texas corporation, the General Partner of JCPC II, Ltd., a Texas limited partnership, on behalf of said entities.

Kathy F. Harrison
Notary Public in and for
the State of Texas

Kathy Florine Harrison
My Commission Expires
11/5/2026
Notary ID 2146243

EXHIBIT "A"

Those certain tracts or parcels of land situated in Montgomery County, Texas, described as follows, to-wit:

TRACT 1

Being a 8.59 acre tract, a portion of a 298.473 acre tract, conveyed to conveyed to JCPC II, LTD a Texas Limited Partnership, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), and all of Tract 5, 0.1914 acre, as recorded under Clerk's File No. 2000108801 of the O.P.R.R.P.M.C., the basis of bearing is the north right-of-way line of FM 2854 as shown on right-of-way map, September 27, 1968:

BEGINNING at the southeast corner of a 0.0046 acre tract as recorded under Clerk's File No. 2017098941 of the Official Public Records Montgomery County, Texas (O.P.R.M.C.), lying in a southerly line of said 28.473 acre tract, and a northerly line of State Highway 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.),

THENCE (from the 2017098941 deed) NORTH 39 degrees 44 minutes 08 seconds WEST, (calc NORTH 37 degrees 27 minutes 10 seconds WEST), 28.29 feet, to a westerly corner of the herein described tract, lying in an easterly right-of-way line of Southwest Drive as shown on the replat of Southwest Center as recorded in Cabinet "I", Sheet 169 of M.R.M.C.;

THENCE NORTHERLY along the easterly right-of-way line Southwest Drive the following calls, based on the replat of said Southwest Center:

NORTH 07 degrees 32 minutes 17 seconds EAST, 179.20 feet;

NORTHERLY along a curve to the right, through a central angle of 24 degrees 26 minutes 31 seconds, to a point of tangency, said curve having a radius of 303.02 feet, an arc length of 129.27 feet;

NORTH 31 degrees 56 minutes 48 seconds EAST, 317.57 feet;

NORTHEASTERLY along a curve to the right, through a central angle of 06 degrees 08 minutes 31 seconds, to a point of, said curve having a radius of 1,793.94 feet, an arc length of 192.31 feet;

NORTH 38 degrees 07 minutes 19 seconds EAST, 17.54 feet; to the north corner of the herein described tract, also being the west corner of a 2.273 acre tract and shown on the plat of Southwest Center Section 1, as recorded on Cabinet "H" Sheet 126A of the M.C.M.R.;

Thence (from the Southwest Center Section 1) SOUTH 51 degrees 52 minutes 41 seconds EAST, 484.63 feet, to an easterly corner of the herein described tract, lying in a westerly line of Reserve "A" of said Southwest Center;

THENCE (from the Southwest Center Section 1 replat) SOUTH 16 degrees 14 minutes 39 seconds EAST, 269.68 feet (calculated), with and adjoining said westerly line of Reserve "A", to a southerly line of said 298.473 acre tract;

THENCE (from the Southwest Center Section 1 replat) SOUTH 73 degrees 33 minutes 56 seconds WEST, 131.63 feet (calculated), with and adjoining said southerly line of the 298.473 acre tract;

THENCE SOUTH 72 degrees 18 minutes 50 seconds WEST, 375.97 feet (calculated), with and adjoining said southerly line of the 289.473 acre tract, also being the northeast corner of said 0.1914 acre tract;

THENCE (from the 2000-108801 deed) SOUTH 21 degrees 17 minutes 12 seconds EAST, 80.76 feet, (SOUTH 16 degrees 43 minutes 00 second EAST rotated) with and adjoining the east line of said 0.1914 acre tract, in the northerly right-of-way line of FM 2854 (100 feet wide) for the southeast corner of this tract;

THENCE (from the 2000-108801 deed) SOUTH 89 degrees 13 minutes 30 seconds WEST, 220.49 feet, (NORTH 86 degrees 12 minutes 18 seconds WEST rotated), along the northerly right-of-way line of FM 2854, to a southerly corner of said 298.473 acre tract;

THENCE (from the 8916747 deed) NORTH 85 degrees 11 minutes 41 seconds WEST, 88.59 feet, along a southerly line of said 298.473 acre tract;

THENCE NORTH 82 degrees 26 minutes 37 seconds WEST, 26.52 feet (calculated), along a southerly line of said 298.473 acre tract, to the POINT OF BEGINNING, and containing 8.59 acres of land.

TRACT 2

Being 178.42 acres of land in the Denward James Survey, A-289, Montgomery County, Texas, and being a portion of a 298.473 acre tract conveyed to JCPC II, LTD a Texas Limited Partnership, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County, Texas (O.P.R.R.P.M.C.), more fully described as follows:

BEGINNING at the southwest corner of a 0.0046 acre tract as described in Clerk's File No. 201800316 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.), lying in the northerly right-of-way line of FM 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.) also being a southerly line of said 298.473 acre tract;

THENCE N 52° 32' 17" E, 28.28 feet, to a point lying in a westerly right-of-way line of Southwest Drive. (width varies), as shown on the replat of Southwest Center, as recorded in Cabinet "I", Sheet 169 of the Montgomery County Map Records (M.C.M.R.);

THENCE along the westerly line of said Southwest Drive the following calls:

N 07° 31' 11" E, 178.18 feet;

NORTHERLY along a curve to the right, through a central angle of 24° 26' 31", and a radius of 373.02 feet, an arc length of 159.13 feet, and having a long chord bearing and distance of N 19° 44' 27" E, 157.92 feet;

N 31° 57' 42" E, 317.57 feet;

NORTHEASTERLY along a curve to the right, through a central angle of 06° 08' 31", and a radius of 1,863.94 feet, an arc length of 199.81 feet, and having a long chord bearing and distance of N 35° 01' 58" E, 199.71 feet;

N 38° 06' 13" E, 317.57 feet;

Northeasterly along a curve to the right, through a central angle of 37° 32' 21", and a radius of 833.88 feet, an arc length of 546.34 feet, and having a long chord bearing and distance of N 56° 52' 21" E, 536.63 feet;

N 75° 24' 49" E, 1,017.29 feet;
Northeasterly along a curve to the left, through a central angle of 49° 10' 22", to a point of tangency, said curve having a radius of 901.06 feet, an arc length of 773.32 feet, and having a long chord bearing and distance of N 50° 48' 41" E, 749.80 feet;

N 26° 13' 30" E, 289.81 feet, to the southeast corner of Unrestricted Reserve "A" as shown on the plat of Towne Center as recorded in Cabinet "J", Sheet 67 of the M.C.M.R.

Along the north and west lines according to the deed recorded under File No. 8916747, the following calls:

THENCE N 63° 29' 31" W, 139.16 feet, with and adjoining the southerly line of said Unrestricted Reserve "A", to a northerly corner of the herein described tract;

THENCE: N 63° 41' 09" W, 812.35 ft. along the Southwest line of the Moran tract to a 3/8" iron rod for corner in the South line of the B. M. Hill tract;

THENCE: S 74° 09' 16" W, 217.47 ft. to the Hill Southwest corner;

THENCE: S 73° 59' 37" W, 179.31 ft. to the southeast corner of the Parkwest Subdivision;

THENCE S 73° 59' 47" W, 1185.0 ft. along the South line of Parkwest Subdivision to its Southwest corner and the Southeast corner of Woodbranch Subdivision, an axle found for corner;

THENCE: S 74° 29' 30" W, 506.30 ft. to the South line of the Parkwest Subdivision;

THENCE S 74° 18' 28" W, 249.66 ft. to a point in the South line of the Parkwest Subdivision;

THENCE: S 74° 11' 06" W, 374.74 ft. along the South line of the Parkwest Subdivision to a point for corner;

THENCE: S 73° 43' 55" W, 1607.01 ft. to the Southwest corner of the W. F. Newton tract;

THENCE: S 76° 39' 39" W, 275.49 ft. to the Southwest corner of the Abe Brown tract and the Southeast corner of the C. Brown tract;

THENCE: S 74° 54' 18" W, 181.95 ft. to a broken concrete monument;

THENCE: S 74° 23' 44" W, 185.32 ft. to a ½" iron rod found for corner;

THENCE: S 15° 45' 29" E, 1167.80 ft along the Madeley East line to a 5/8" iron rod for corner in the North right of way line of F. M. Highway 2854;

THENCE: Along the North line of F. M. 2854:

1) S 81° 45' 48" E, 469.90 ft;

2) S 85° 16' 23" E, 769.62 ft.;

3) S 79° 32' 37" E, 201.0 ft.;

4) S 85° 15' 15" E, 699.03 ft.;

5) S 88° 04' 37" E, 201.22 ft.;

6) S 85° 18' 46" E, 199.38 ft.;

7) S 82° 27' 43" E, 63.06 ft, to the place of beginning and containing a calculated 178.42 acres of land.

TRACT 3

Approximately 57.15 acres of land out of the north one-half of the Denward James Survey, Montgomery County, Texas, conveyed to JCPC II, LTD a Texas Limited Partnership, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2 inch iron pipe on the south right-of-way line of the GC&SF Railway, being 100 feet at right angles from the center line of said railroad and being also at the northeast corner of the 75 acre tract formerly belonging to J. Smith;

THENCE down the south line of said right-of-way on a curve to the left with chords as follows: s. 78 degrees, 03 minutes East 450.9 feet; South 82 degrees, 33 minutes East 432.6 feet to the approximate P.T.;

THENCE continuing down the said right-of-way South 85 degrees, 05 minutes East 2855.3 feet to a point on the middle line of the said D. James survey, a point for corner; THENCE South 74 degrees, 39 minutes West along the said middle line of the D. James survey 3818.5 feet to the Southeast corner of the said Smith tract;

THENCE North 01 degree, 20 minutes West along the East line of the said Smith tract 1405.3 feet to the PLACE OF BEGINNING and containing 57.15 acres of land, more or less.

TRACT 4

A description of 12.76 acre of land located in the Denward James Survey, Abstract-289, Montgomery County, Texas, being all of Tract 1 as described in the deed to JCPC II, LTD by an instrument of record under File Number 2000-108801, of the Official Public Records of Real Property of Montgomery County, Texas (O.P.R.R.P.M.C.), said 12.76 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, Central Zone, NAD83);

BEGINNING at a 1/2-inch iron pipe found for the northwest corner of Lot 22, Block 1 as shown on the plat of Pinewood Forest, a subdivision recorded in Cabinet Z, Sheet 182 of the Map Records of Montgomery County, Texas, (M.R.M.C), the southerly southwest corner of said Tract 1 and an easterly corner of that certain called 10.09 acre tract as described in the deed to Arp Land Company, LTD. by an instrument of record in File Number 9839136, O.P.R.R.P.M.C.;

Thence NORTH 03 degrees 43 minutes 15 seconds WEST, 188.70 feet, with and adjoining the east line of said 10.09 acre tract, to a 1-1/2-inch iron pipe found for a southerly interior corner of the herein described tract;

Thence NORTH 78 degrees 23 minutes 11 seconds WEST, 746.67 feet, with and adjoining the north line of said 10.09 acre tract to a 2-inch iron pipe found for the northwest corner of said 10.09 acre tract, lying in the east line of Tract 3 as described in the deed to JCPC II, LTD by an instrument of record under File Number 2000-108801, O.P.R.R.P.M.C. and the westerly southwest corner of the herein described tract;

Thence NORTH 02 degrees 45 minutes 12 seconds WEST, 173.85 feet, with and adjoining said east line of Tract 3 to a 2-inch iron rod found for a southerly corner of that certain called 6.203 acre tract as described in the deed to CSB Properties, LTD. by an instrument of record in File Number 2004-073555, O.P.R.R.P.M.C., the northeast corner of said Tract 3 and the northwest corner of the herein described tract;

Thence NORTH 71 degrees 13 minutes 39 seconds EAST, 437.25 feet, with and adjoining a southerly line of said 6.203 acre tract to a 5/8-inch iron rod found for the east corner of said 6.203 acre tract, lying in the southerly right-of-way line of the Gulf Colorado and Santa Fe Railroad (200 feet wide) as described in Volume 6, Page 535 of the Deed Records of Montgomery County, Texas (D.R.M.C.), a northerly corner of the herein described tract and the beginning of a non-tangent curve;

Thence EASTERLY along a curve to the left, with and adjoining said southerly railroad right-of-way line, through a central angle of 12 degrees 52 minutes 28 seconds, to the northeast corner of the herein described tract and lying in the west right-of-way line of Pinewood Drive (60 feet wide), said curve having a radius of 5,929.65 feet, an arc length of 1,332.41 and a long chord bearing and distance of SOUTH 71 degrees 43 minutes 05 seconds EAST, 1,329.61 feet;

Thence SOUTH 02 degrees 14 minutes 53 seconds EAST, 199.44 feet, with and adjoining said west right-of-way line of Pinewood Drive to an iron rod found for the northeast corner of that certain called 5.881 acre tract as described in the deed to Thomas D. Guy and Jeremy Scott Guy by an instrument of record in File Number 2009-058680, O.P.R.R.P.M.C. and the southeast corner of the herein described tract;

Thence SOUTH 87 degrees 45 minutes 07 seconds WEST, 933.05 feet, with and adjoining the north line of said 5.881 acre tract and a north line of said Pinewood Forest Subdivision, to the POINT OF BEGINNING and containing 12.76 acres of land.

TRACT 5

BEING a 10.09 acre tract of land situated in the Denward James Survey, Abstract No. 289, Montgomery County, Texas, and being that same called 10-acre tract described in deed to Etta Margaret Madeley Hill and Billy Sue Henna recorded under Clerk's File No. 9809486 of the Real Property Records of Montgomery County, Texas, said 10.09 acre tract of land being more particularly described as follows:

BEGINNING at a 1-1/2 inch iron pipe found for the northwesterly corner of the herein described tract and southwesterly corner of a called 12.74 acre Tract 1 described in deed to HAMARCO LTD. recorded under Clerk's File No. 9625877 of said Real Property Records;

THENCE with the upper southerly line of said HAMARCO 12.47 acre tract South 75° 27' 33" East a distance of 743.98 feet to a 1-1/2 inch iron pipe found for corner;

THENCE with the lower westerly line of said 12.74 acre tract South 01° 36' 15" East a distance of 189.38 feet to a 1/2 inch iron pipe found for the northwesterly corner of a 15.955 acre tract described in deed to Larry Steve Taylor recorded under Clerk's File No., 8013113 of said Real Property Records;

THENCE with the interior westerly line of said 15.955 acre tract South 00° 39' 02" East a distance of 319.07 feet to a 3/4 inch iron pipe found for corner;

THENCE with a northerly line of said 15.955 acre tract South 88°18' 37" West a distance of 716.88 feet to a 1 inch iron pipe found in the easterly line of a called 131.71 acre Tract 3 described in said deed to HAMARCO INC. recorded under Clerk's File No. 9625877;

THENCE with the easterly line of said 131.71 acre Tract 3 North 01°00' 00" West a distance of 716.39 feet to the POINT OF BEGINNING, and containing a computed area of 10.09 acres of land within this Field Note Description.

TRACT 6

A tract or parcel of land containing 64.52 acres out of the Denward James Survey, Abstract No. 289, Montgomery County, Texas, being a portion of a 131.71 acre tract, conveyed to JCPC II, LTD a Texas Limited Partnership, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 64.52 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

THENCE South 01 degree 00 minute 00 second East, 832.9 varas (2,313.62 feet called), (2,281.10 feet calculated), along the common boundary line with the John Smith Tract to the southwest corner of the John Smith Tract;

THENCE South 75 degrees 15 minutes 13 seconds West, 1,631.85 feet, along the south line of said 131.71 acre tract, to the easterly right-of-way line of Loop 336 acquisition, as recorded under Clerk's File No. 8645929 of the Official Public Records of Real Property Montgomery County, Texas (O.P.R.R.P.M.C.), and being the southwest corner of the herein described tract, and the southeast corner of the 1.339 acre right-of-way description;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C. the following calls:

Northerly along a curve to the right, through a central angle of 34 degrees 12 minutes 12 seconds, to a westerly corner of the herein described tract, said curve having a radius of 2,764.93 feet, an arc length of 1,650.56 feet, and a long chord gearing and distance of North 12 degrees 19 minutes 56 seconds East, 1,626.16 feet;

North 29 degrees 47 minutes 36 seconds EAST (called), (North 32 degrees 25 minutes 21 seconds East calculated), 290.92 feet along said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 01 degree 41 minutes 42 seconds, to a westerly corner of the herein described tract, said curve having a radius of 5,180.38 feet, an arc length of 153.26 feet, and a long chord bearing and distance of North 25 degrees 22 minutes 02 seconds East (called), (North 27 degrees 59 minutes 47 seconds East (calculated), 153.25 feet;

North 65 degrees 28 minutes 49 seconds West (called), (North 62 degrees 51 minutes 04 seconds West calculated), 15.00 feet, along easterly right-of-way line of Loop 336, to a non-tangent curve and westerly corner of the herein described tract;

Northeasterly along a curve to the left, through a central angle of 01 degree 16 minutes 06 seconds, to a westerly corner of the herein described tract, also being the southerly corner of a 0.657 acre Loop 336 right-of-way acquisition as recorded under Clerk's File No 9007438 of the O.P.R.R.P.M.C., said curve having a radius of 5,126.33 feet, an arc length of 113.48 feet, and a long chord bearing and distance of North 26 degrees 31 minutes 01 seconds East (calculated), 113.48 feet;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 90074389 of the O.P.R.R.P.M.C. the following calls

North 26 degrees 57 minutes 15 seconds East (called), (North 29 degrees 35 minutes 24 seconds East calculated), 5.27 feet, along said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 04 degrees 12 minutes 19 seconds, to a westerly corner of the herein described tract, said curve having a radius of 2,822.59 feet, an arc length of 207.17 feet, and having a long chord bearing and distance of North 31 degrees 41 minutes 34 seconds East, 207.12 feet;

North 31 degrees 09 minutes 34 seconds E (called), North 33 degrees 47 minutes 43 seconds East calculated), 186.70 feet, with and adjoining said easterly line of Loop 3366, to a non-tangent curve and westerly corner of the herein described tract;

Northeasterly along a curve to the left, through a central angle of 03 degrees 22 minutes 56 seconds, to the northwest corner of the herein described tract, also being the northeast corner of said 0.657 acre acquisition tract, said curve having a radius of 2,922.59 feet, an arc length of 172.52, and having a long chord bearing and distance of North 32 degrees 06 minutes 15 seconds East, 172.50 feet;

THENCE North 74 degrees 17 minutes 00 second East, 567.51 feet, to the POINT OF BEGINNING, and containing 64.52 acres of land, more or less. Based on an on-the-ground survey conducted on October 20, 2022.

TRACT 7

A tract or parcel of land containing 47.92 acres out of the Denward James Survey, Abstract No. 289, Montgomery County, Texas, being a portion of a 131.71 acre tract, conveyed to JCPC II, LTD a Texas Limited Partnership, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 47.92.0 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

COMMENCING at the northeast corner of said 131.71 acre tract, lying in the north line of the Denward James Survey;

THENCE South 74 degrees 17 minutes 00 second West, with and adjoining the north line of said 131.71 acre tract also being the north line of the Denward James Survey, at 567.51 feet, passing the east right-of-way line of Loop 336 as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C., and continuing a total distance of 1,025.45 feet (calculated), to the POINT OF BEGINNING and northeast corner of the herein described tract, also being the northwest corner of a loop 336, 0.738 ac acquisition parcel as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C.;

THENCE along the westerly line of Loop 336 based on deed recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C. the following calls:

South 15 degrees 19 minutes 54 seconds West, 292.67 feet, to a found TxDOT monument;

Southerly along a curve to the right, through a central angle of 05 degrees 06 minutes 38 seconds, to the south corner of said 0.738ac acquisition tract, lying in a westerly line of a 1.664 acre right-o-way acquisition tract as recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C., said curve having a radius of 2,822.83 feet, an arc length of 251.79 feet, and a long chord bearing and distance of South 20 degrees 31 minutes 48 seconds West, 251.70 feet;

THENCE along the westerly line of Loop 336 based on deed recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C. the following calls:

South 25 degrees 46 minutes 19 seconds West 255.96 feet;

Southwesterly along a curve to the left, through a central angle of 14 degrees 47 minutes 00 second, to a found 5/8-inch iron rod for an easterly corner of the herein described tract, said curve having a radius of 2,964.93 feet, an arc length of 765.01 feet, and having a long chord bearing and distance of South 24 degrees 41 minutes 21 seconds West, 762.89 feet;

North 75 degrees 20 minutes 59 seconds West, 10.00 feet, to a found 5/8-inch iron rod;

Southerly along a curve to the left, through a central angle of 20 degrees 16 minutes 31 seconds to the southeast corner of said 1.664 acre acquisition tract, said curve having a radius of 2,974.93 feet, an arc length of 1,052.73 feet, and having a long chord bearing and distance of South 07 degrees 09 minutes 35 seconds West, 1,047.25 feet;

THENCE South 74 degrees 50 minutes 24 seconds West, 1,330.16 feet, at 1,058.77 feet, passing a found 5/8-inch iron rod, along the southerly line of said 131.31 acre tract, to a southwest corner of the herein described tract;

THENCE North 27 degrees 54 minutes 46 seconds East, 279.89 feet, to a westerly corner of the herein described tract;

THENCE North 66 degrees 31 minutes 59 seconds East, 465.28 feet, to a westerly corner of the herein described tract;

THENCE North 41 degrees 46 minutes 54 seconds East, 404.13 feet, to a westerly corner of the herein described tract;

THENCE North 00 degree 11 minutes 45 seconds West, 293.64 feet, to a westerly corner of the herein described tract;

THENCE North 34 degrees 26 minutes 10 seconds West, 139.65 feet, to a westerly corner of the herein described tract;

THENCE North 45 degrees 40 minutes 37 seconds West, 317.65 feet, to a westerly corner of the herein described tract;

THENCE North 78 degrees 31 minutes 11 seconds West, 135.42 feet, to a westerly corner of the herein described tract;

THENCE North 37 degrees 54 minutes 16 seconds West, 102.05 feet, to a westerly corner of the herein described tract;

THENCE North 13 degrees 54 minutes 22 seconds East, 113.49 feet, to a westerly corner of the herein described tract;

THENCE North 60 degrees 27 minutes 57 seconds East, 190.37 feet, to a westerly corner of the herein described tract;

THENCE North 44 degrees 31 minutes 09 seconds East, 371.18 feet, to a westerly corner of the herein described tract;

THENCE North 25 degrees 01 minute 17 seconds East, 208.41 feet, to a westerly corner of the herein described tract;

THENCE North 07 degrees 59 minutes 22 seconds West, 92.95 feet, to a westerly corner of the herein described tract;

THENCE North 07 degrees 53 minutes 51 seconds East, 272.81 feet, to a westerly corner of the herein described tract, lying in said northerly of the 131.41 acre tract and the northerly line of the Denward James Survey;

THENCE North 74 degrees 17 minutes 00 second East, 1,197.41 feet, with and adjoining said northerly line of the 131.41 acre tract, to the POINT OF BEGINNING, and containing 47.92 acres more or less. Based on an on-the-ground survey conducted on October 20, 2022.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ACREAGES

Tract 1	8.59 acres
Tract 2	178.42 acres
Tract 3	57.15 acres
Tract 4	12.76 acres
Tract 5	10.09 acres
Tract 6	64.52 acres
Tract 7	47.92 acres
Total Acreage	379.45 acres



Revision 02/20/2024: Tract 4 Boundary Verification

EXHIBIT "B"

(a) Bonds may be issued by the District for the purposes of purchasing and constructing, or purchasing, or constructing under contract with the City of Conroe, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, 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 and subject to the provisions of City of Conroe Ordinance No. 1381-97 dated March 3, 1997, 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 on any interest payment 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 of 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. 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, 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) The District may not allow the owner of a tract of land to connect to the District's water or wastewater system unless such tract is a legally subdivided lot which is a part of a recorded subdivision plat or is otherwise exempt from the subdivision requirements of both the City of Conroe and Montgomery County.

(e) Prior to the construction or installation of additional 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.

The State of Texas

Secretary of State

I, Jane Nelson, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of **Senate Bill 2571, 88th Session of the Texas Legislature, Regular Session.**

Date Issued: August 4, 2023

Jane Nelson
Secretary of State

Chapter 113

S.B. No. 2571

AN ACT

relating to the creation of the Montgomery County Municipal Utility District No. 225; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose assessments, fees, and taxes.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle F, Title 6, Special District Local Laws Code, is amended by adding Chapter 8074 to read as follows:

CHAPTER 8074. MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 225

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 8074.0101. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Director" means a board member.

(4) "District" means the Montgomery County Municipal Utility District No. 225.

Sec. 8074.0102. NATURE OF DISTRICT. The district is a municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. 8074.0103. CONFIRMATION AND DIRECTOR ELECTION REQUIRED. The temporary directors shall hold an election to confirm the creation of the district and to elect five permanent directors as provided by Section 49.102, Water Code.

Sec. 8074.0104. CONSENT OF MUNICIPALITY REQUIRED. The temporary directors may not hold an election under Section 8074.0103 until each municipality in whose corporate limits or extraterritorial jurisdiction the district is located has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district.

Sec. 8074.0105. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a) The district is created to serve a public purpose and benefit.

(b) The district is created to accomplish the purposes of:

(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 8074.0106. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of the Act enacting this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative process does not affect the district's:

(1) organization, existence, or validity;

(2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;

(3) right to impose a tax; or

(4) legality or operation.

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. 8074.0201. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section 8074.0202, directors serve staggered four-year terms.

Sec. 8074.0202. TEMPORARY DIRECTORS. (a) On or after the effective date of the Act enacting this chapter, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as temporary directors the five persons named in the petition. The commission shall appoint as temporary directors the five persons named in the petition.

(b) Temporary directors serve until the earlier of:

(1) the date permanent directors are elected under Section 8074.0103; or

(2) the fourth anniversary of the effective date of the Act enacting this chapter.

(c) If permanent directors have not been elected under Section 8074.0103 and the terms of the temporary directors have expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (d) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section 8074.0103; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(d) If Subsection (c) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the petition.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 8074.0301. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. 8074.0302. MUNICIPAL UTILITY DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 54, Water Code, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution.

Sec. 8074.0303. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 8074.0304. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Sec. 8074.0305. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCE OR RESOLUTION. The district shall comply with all applicable requirements of any ordinance or resolution that is adopted under Section 54.016 or 54.0165, Water Code, and that consents to the creation of the district or to the inclusion of land in the district.

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. 8074.0401. ELECTIONS REGARDING TAXES OR BONDS. (a) The district may issue, without an election, bonds and other obligations secured by:

(1) revenue other than ad valorem taxes; or

(2) contract payments described by Section 8074.0403.

(b) The district must hold an election in the manner provided by Chapters 49 and 54, Water Code, to obtain voter approval before the district may impose an ad valorem tax or issue bonds payable from ad valorem taxes.

(c) The district may not issue bonds payable from ad valorem taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an

election held for that purpose.

Sec. 8074.0402. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section 8074.0401, the district may impose an operation and maintenance tax on taxable property in the district in accordance with Section 49.107, Water Code.

(b) The board shall determine the tax rate. The rate may not exceed the rate approved at the election.

Sec. 8074.0403. CONTRACT TAXES. (a) In accordance with Section 49.108, Water Code, the district may impose a tax other than an operation and maintenance tax and use the revenue derived from the tax to make payments under a contract after the provisions of the contract have been approved by a majority of the district voters voting at an election held for that purpose.

(b) A contract approved by the district voters may contain a provision stating that the contract may be modified or amended by the board without further voter approval.

SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

Sec. 8074.0501. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS. The district may issue bonds or other obligations payable wholly or partly from ad valorem taxes, impact fees, revenue, contract payments, grants, or other district money, or any combination of those sources, to pay for any authorized district purpose.

Sec. 8074.0502. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing

direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. 8074.0503. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. The Montgomery County Municipal Utility District No. 225 initially includes all the territory contained in the following area:

Those certain tracts or parcels of land situated in Montgomery County, Texas, described as follows, to-wit:

TRACT 1

Being a portion of a 298.473 acre tract, conveyed to DJS Land Company, LTD et al, as recorded under Clerk's File No. 8916747 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), and all of Tract 5, 0.1914 acre, as recorded under Clerk's File No. 2000108801 of the O.P.R.R.P.M.C., the basis of bearing is the north right-of-way line of FM 2854 as shown on right-of-way map, September 27, 1968:

BEGINNING at the southeast corner of a 0.0046 acre tract as recorded under Clerk's File No. 2017098941 of the Official Public Records Montgomery County, Texas (O.P.R.M.C.), lying in a southerly line of said 28.473 acre tract, and a northerly line of State Highway 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.),

THENCE (from the 2017098941 deed) NORTH 39 degrees 44 minutes 08 seconds WEST, 28.29 feet, to a westerly corner of the herein described tract, lying in an easterly right-of-way line of Southwest Drive as shown on the replat of Southwest Center as recorded in Cabinet "I", Sheet 169 of M.R.M.C.;

THENCE NORTHERLY along the easterly right-of-way line Southwest Drive the following calls, based on the replat of said Southwest Center:

NORTH 07 degrees 32 minutes 17 seconds EAST, 179.20 feet;

NORTHERLY along a curve to the right, through a central angle of 24 degrees 26 minutes 31 seconds, to a point of tangency, said curve having a radius of 303.02 feet, an arc length of 129.27 feet;

NORTH 31 degrees 56 minutes 48 seconds EAST, 317.57 feet;

NORTHEASTERLY along a curve to the right, through a central angle of 06 degrees 08 minutes 31 seconds, to a point of, said curve having a radius of 1,793.94 feet, an arc length of 192.31 feet;

NORTH 36 degrees 07 minutes 19 seconds EAST, 17.54 feet; to the north corner of the herein described tract, also being the west corner of a 2.273 acre tract and shown on the plat of Southwest Center Section 1, as recorded on Cabinet "H" Sheet 126A of the M.C.M.R.;

Thence (from the Southwest Center Section 1) SOUTH 51 degrees 52 minutes 41 seconds EAST, 484.63 feet, to an easterly corner of the herein described tract, lying in a westerly line of Reserve "A" of said Southwest Center;

THENCE (from the Southwest Center Section 1 replat) SOUTH 16 degrees 14 minutes 36 seconds EAST, 269.68 feet (calculated), with

and adjoining said westerly line of Reserve "A", to a southerly line of said 298.473 acre tract;

THENCE (from the Southwest Center Section 1 replat) SOUTH 73 degrees 32 minutes 51 seconds WEST, 131.63 feet (calculated), with and adjoining said southerly line of the 298.473 acre tract;

THENCE SOUTH 72 degrees 17 minutes 44 seconds WEST, 375.97 feet (calculated), with and adjoining said southerly line of the 289.473 acre tract, also being the northeast corner of said 0.1914 acre tract;

THENCE (from the 2000-108801 deed) SOUTH 21 degrees 17 minutes 12 seconds EAST, 80.76 feet, (SOUTH 16 degrees 44 minutes 06 seconds EAST rotated) with and adjoining the east line of said 0.1914 acre tract, in the northerly right-of-way line of FM 2854 (100 feet wide) for the southeast corner of this tract;

THENCE (from the 2000-108801 deed) SOUTH 89 degrees 13 minutes 30 seconds WEST, 220.49 feet, (NORTH 86 degrees 13 minutes 24 seconds WEST rotated), along the northerly right-of-way line of FM 2854, to a southerly corner of said 298.473 acre tract;

THENCE (from the 8916747 deed) NORTH 85 degrees 12 minutes 47 seconds WEST, 88.59 feet, along a southerly line of said 298.473 acre tract;

THENCE NORTH 82 degrees 27 minutes 43 seconds WEST, 26.52 feet (calculated), along a southerly line of said 298.473 acre tract, to the POINT OF BEGINNING, and containing 8.59 acres of land.

TRACT 2

Being 178.42 acres of land in the Denward James Survey, A-289, Montgomery County, Texas, and being a portion of a 298.473

acre tract conveyed to DJS Land Company, LTD. A Texas limited partnership described in a deed recorded under Clerk's File No. 8916747 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), more fully described as follows:

BEGINNING at the southwest corner of a 0.0046 acre tract as described in Clerk's File No. 201800316 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.), lying in the northerly right-of-way line of FM 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.) also being a southerly line of said 298.473 acre tract;

THENCE N 50° 15' 52" E, 28.28 feet, to a point lying in a westerly right-of-way line of Southwest Drive. (width varies), as shown on the replat of Southwest Center, as recorded in Cabinet "I", Sheet 169 of the Montgomery County Map Records (M.C.M.R.);

THENCE along the westerly line of said Southwest Drive the following calls:

N 07° 32' 17" E, 178.18 feet;

NORTHERLY along a curve to the right, through a central angle of 24° 26' 31", and a radius of 373.02 feet, an arc length of 159.13 feet, and having a long chord bearing and distance of N 19° 44' 27" E, 157.92 feet;

N 31° 58' 48" E, 317.57 feet;

NORTHEASTERLY along a curve to the right, through a central angle of 06° 08' 31", and a radius of 1,863.94 feet, an arc length of 199.81 feet, and having a long chord bearing and distance of N 35° 01' 58" E, 199.71 feet;

N 38° 07' 19" E, 317.57 feet;

Northeasterly along a curve to the right, through a central angle of 37° 32' 21", and a radius of 833.88 feet, an arc length of 546.34 feet, and having a long chord bearing and distance of N 56° 52' 21" E, 536.63 feet;

N 75° 25' 55" E, 1,017.29 feet;

Northeasterly along a curve to the left, through a central angle of 49° 10' 22", to a point of tangency, said curve having a radius of 901.06 feet, an arc length of 773.32 feet, and having a long chord bearing and distance of N 50° 48' 41" E, 749.80 feet;

N 26° 13' 30" E, 289.81 feet, to the southeast corner of Unrestricted Reserve "A" as shown on the plat of Towne Center as recorded in Cabinet "J", Sheet 67 of the M.C.M.R.

Along the north and west lines according to the deed recorded under File No. 8916747, the following calls:

THENCE N 63° 29' 31" W, 139.16 feet, with and adjoining the southerly line of said Unrestricted Reserve "A", to a northerly corner of the herein described tract;

THENCE: N 63° 41' 09" W, 812.35 ft. along the Southwest line of the Moran tract to a 3/8" iron rod for corner in the South line of the B. M. Hill tract;

THENCE: S 74° 09' 16" W, 217.47 ft. to a concrete monument for the Hill Southwest corner and the southeast corner of the Parkwest Subdivision;

THENCE: S 73° 59' 37" W, 179.31 ft. and S 73° 59' 47" W, 1185.0 ft. along the South line of Parkwest Subdivision to its Southwest corner and the Southeast corner of Woodbranch Subdivision, an axle found for corner;

THENCE: S 74° 29' 30" W, 506.30 ft. to a 1/2" iron pipe found in the South line of the Parkwest Subdivision;

THENCE S 74 18' 28" W, 249.66 ft. to a concrete monument found in the South line of the Parkwest Subdivision;

THENCE: S 74° 11' 06" W, 374.74 ft. along the South line of the Parkwest Subdivision to a stake for corner;

THENCE: S 73° 43' 55" W, 1607.01 ft. to an angle iron found for the Southwest corner of the W. F. Newton tract;

THENCE: S 76° 399' 39" W, 275.49 ft. to a 3/4" iron pipe for the Southwest corner of the Abe Brown tract and the Southeast corner of the C. Brown tract;

THENCE: S 74° 54' 18" W, 181.95 ft. to a broken concrete monument;

THENCE: S 74° 23' 44" W, 185.32 ft. to a 1/2" iron rod found for corner;

THENCE: S 15° 45' 29" E, 1167.80 ft along the Madeley East line to a 5/8" iron rod for corner in the North right of way line of F. M. Highway 2854;

THENCE: Along the North line of F. M. 2854:

1) S 81° 45' 48" E, 469.90 ft;

2) S 85° 16' 23" E, 769.62 ft.;

3) S 79° 32' 37" E, 201.0 ft.;

4) S 85° 15' 15" E, 699.03 ft.;

5) S 88° 04' 37" E, 201.22 ft.;

6) S 85° 18' 46" E, 199.38 ft.;

7) S 82° 27' 43" E, 63.06 ft, to the place of beginning and containing a calculated 178.42 acres of land.

TRACT 3 .

Approximately 57.15 acres of land out of the north one-half of the Denward James Survey, Montgomery County, Texas, more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2 inch iron pipe on the south right-of-way line of the GC&SF Railway, being 100 feet at right angles from the center line of said railroad and being also at the northeast corner of the 75 acre tract formerly belonging to J. Smith;

THENCE down the south line of said right-of-way on a curve to the left with chords as follows: s. 78 degrees, 03 minutes East 450.9 feet; South 82 degrees, 33 minutes East 432.6 feet to the approximate P.T.;

THENCE continuing down the said right-of-way South 85 degrees, 05 minutes East 2855.3 feet to a point on the middle line of the said D. James survey, a point for corner;

THENCE South 74 degrees, 39 minutes West along the said middle line of the D. James survey 3818.5 feet to the Southeast corner of the said Smith tract;

THENCE North 1 degree, 20 minutes West along the East line of the said Smith tract 1405.3 feet to the PLACE OF BEGINNING and containing 57.15 acres of land, more or less.

TRACT 4

The surface estate and only the surface estate of 12.74 acres, more or less, in the Denward James Survey, Abstract 289, Montgomery County, Texas, and being the same land described in the Deed executed by Doyle Tow dated July 24, 1963, recorded in Volume 546, Page 67, Deed Records, Montgomery County, Texas, as shown

below.

BEGINNING at the N.W. corner of the Dan Madeley 10 acre tract for the most westerly S. W. corner of this tract, and situated in the E.B.L. of the C. J. Cartwright tract 1-1/21" I. pipe for corner;

THENCE N. 00° 18' E. 174.o ft. with the dividing line of this tract and the Cartwright tract to a 211 I. Rod for the most westerly N.W. corner of this tract;

THENCE N. 74° 22' E., 437.0 ft. with the dividing line of this tract and the Keppler tract to fence post for corner and situated in the South R.O.W. line of the A.C. & S.F. R.R.;

THENCE 100 ft. South of and parallel with the South R.O.W. line of A.C. & S. F. R.R. with the following calls, to-wit:

S. 62° 59' E., 203.5 ft.;

S. 65° 09' E., 203.5 ft.;

S. 67° 05' E., 203.5 ft.

S. 69° 07' E., 203.5 ft.;

S. 71° 13' E., 203.5 ft.;

S. 72° 59' E., 203.5 ft.

S. 75° 33' E., 111.8 ft. for an over all distance of 1332.8 ft. to fence post for the N.E. corner of this tract and situated in the W.B.L. of a County Road;

THENCE S.00° 52' W., 198.7 ft. with the dividing line of this tract and the West R.O.W. line of a County Road to I. Pipe for the S.E. corner of this tract;

THENCE N. 89° 08' W., 940.0 ft. with the dividing line of this tract and the J. W. Dinkins 16.00 acre tract to an I. Pipe for the most Easterly s.w. corner of this tract, same being the N. W. corner

of the Dinkins 16.00 acre tract and situated in the E.B.L. of the Madeley 10. acre tract;

THENCE N. 00° 321 W., 188.5 ft. with the dividing line of this tract and the said Madeley tract to a 1-1/2" I.P. for an inner corner of this tract, same being the N.E. corner of the Madeley tract;

THENCE N. 75° 171 W. 747 ft. with the dividing line of this tract and the Madeley tract to the place of beginning, and to contain 12.74 acres of land, more or less, being the same property described in that certain Deed dated May 15, 1963, from J. W. Dinkins to Doyle Tow, recorded in Volume 542, Page 20, Deed Records, Montgomery County, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

TRACT 5

BEING a 10.09 acre tract of land situated in the Denward James Survey, Abstract No. 289, Montgomery County, Texas, and being that same called 10-acre tract described in deed to Etta Margaret Madeley Hill and Billy Sue Henna recorded under Clerk's File No. 9809486 of the Real Property Records of Montgomery County, Texas, said 10.09 acre tract of land being more particularly described as follows:

BEGINNING at a 1-1/2 inch iron pipe found for the

northwesterly corner of the herein described tract and southwesterly corner of a called 12.74 acre Tract 1 described in deed to HAMARCO LTD. recorded under Clerk's File No. 9625877 of said Real Property Records;

THENCE with the upper 'southerly line of said HAMARCO 12.47 acre tract South 75° 27' 33" East a distance of 743.98 feet to a 1-1/2 inch iron pipe found for corner;

THENCE with the lower westerly line of said 12.74 acre tract South 01° 36' 15" East a distance of 189.3ff feet to a 1/2 inch iron pipe found for the northwesterly corner of a 15.955 acre tract described in deed to Larry Steve Taylor recorded under Clerk's File No., 8013113 of said Real Property Records;

THENCE with the interior westerly line of said 15.955 acre tract South 00° 39' 02" East a distance of 319.07 feet to a 3/4 inch iron pipe found for corner;

THENCE with a northerly line of said 15.955 acre tract South 88°18' 37" West a distance of 716.88 feet to a 1 inch iron pipe found in the easterly line of a called 131.71 acre Tract 3 described in said deed to HAMARCO INC. recorded under Clerk's File No. 9625877;

THENCE with the easterly line of said 131.71 acre Tract 3 North 01°00' 00" West a distance of 716.39 feet to the POINT OF BEGINNING, and containing a computed area of 10.09 acres of land within this Field Note Description.

TRACT 6

A tract or parcel of land containing 64.52 acres out of the Denward James Survey, Abstract No. 289, Montgomery County, Texas, being a portion of a 131.71 acre tract, conveyed to DJS Land

Company, LTD et al, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 64.52 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

THENCE South 1 degree 00 minute 00 second East, 832.9 varas (2,313.62 feet called), (2,281.10 feet calculated), along the common boundary line with the John Smith Tract to the southwest corner of the John Smith Tract;

THENCE South 75 degrees 15 minutes 13 seconds West, 1,631.85 feet, along the south line of said 131.71 acre tract, to the easterly right-of-way line of Loop 336 acquisition, as recorded under Clerk's File No. 8645929 of the Official Public Records of Real Property Montgomery County, Texas (O.P.R.R.P.M.C.), and being the southwest corner of the herein described tract, and the southeast corner of the 1.339 acre right-of-way description;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C. the following calls:

Northerly along a curve to the right, through a central angle of 34 degrees 12 minutes 12 seconds, to a westerly corner of the herein described tract, said curve having a radius of 2,764.93 feet, an arc length of 1,650.56 feet, and a long chord gearing and distance of North 12 degrees 19 minutes 56 seconds East, 1,626.16 feet;

North 29 degrees 47 minutes 36 seconds EAST (called), (North 32 degrees 25 minutes 21 seconds East calculated), 290.92 feet

along said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 01 degree 41 minutes 42 seconds, to a westerly corner of the herein described tract, said curve having a radius of 5,180.38 feet, an arc length of 153.26 feet, and a long chord bearing and distance of North 25 degrees 22 minutes 02 seconds East (called), (North 27 degrees 59 minutes 47 seconds East (calculated), 153.25 feet;

North 65 degrees 28 minutes 49 seconds West (called), (North 62 degrees 51 minutes 04 seconds West calculated), 15.00 feet, along easterly right-of-way line of Loop 336, to a non-tangent curve and westerly corner of the herein described tract;

Northeasterly along a curve to the left, through a central angle of 01 degree 16 minutes 06 seconds, to a westerly corner of the herein described tract, also being the southerly corner of a 0.657 acre Loop 336 right-of-way acquisition as recorded under Clerk's File No 9007438 of the O.P.R.R.P.M.C., said curve having a radius of 5,126.33 feet, an arc length of 113.48 feet, and a long chord bearing and distance of North 26 degrees 31 minutes 01 seconds East (calculated), 113.48 feet;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 90074389 of the O.P.R.R.P.M.C. the following calls

North 26 degrees 57 minutes 15 seconds East (called), (North 29 degrees 35 minutes 24 seconds East calculated), 5.27 feet, along

said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 04 degrees 12 minutes 19 seconds, to a westerly corner of the herein described tract, said curve having a radius of 2,822.59 feet, an arc length of 207.17 feet, and having a long chord bearing and distance of North 31 degrees 41 minutes 34 seconds East, 207.12 feet;

North 31 degrees 09 minutes 34 seconds E (called), North 33 degrees 47 minutes 43 seconds East calculated), 186.70 feet, with and adjoining said easterly line of Loop 3366, to a non-tangent curve and westerly corner of the herein described tract;

Northeasterly along a curve to the left, through a central angle of 03 degrees 22 minutes 56 seconds, to the northwest corner of the herein described tract, also being the northeast corner of said 0.657 acre acquisition tract, said curve having a radius of 2,922.59 feet, an arc length of 172.52, and having a long chord bearing an distance of North 32 degrees 06 minutes 15 seconds East, 172.50 feet;

THENCE North 74 degrees 17 minutes 00 second East, 567.51 feet, to the POINT OF BEGINNING, and containing 64.52 acres of land, more or less. Based on an on-the-ground survey conducted on October 20, 2022.

TRACT 7

A tract or parcel of land containing 48.0 acres out of the Denward James Survey, Abstract No. 289, Montgomery County, Texas,

being a portion of a 131.71 acre tract, conveyed to DJS Land Company, LTD et al, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 48.0 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

COMMENCING at the northeast corner of said 131.71 acre tract, lying in the north line of the Denward James Survey;

THENCE South 74 degrees 17 minutes 00 second West, with and adjoining the north line of said 131.71 acre tract also being the north line of the Denward James Survey, at 567.51 feet, passing the east right-of-way line of Loop 336 as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C., and continuing a total distance of 1,025.45 feet (calculated), to the POINT OF BEGINNING and northeast corner of the herein described tract, also being the northwest corner of a loop 336, 0.738 ac acquisition parcel as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C.;

THENCE along the westerly line of Loop 336 based on deed recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C. the following calls:

South 15 degrees 19 minutes 54 seconds West, 292.67 feet, to a found TxDOT monument;

Southerly along a curve to the right, through a central angle of 05 degrees 06 minutes 38 seconds, to the south corner of said 0.738ac acquisition tract, lying in a westerly line of a 1.664 acre right-o-way acquisition tract as recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C., said curve having a radius of

2,822.83 feet, an arc length of 251.79 feet, and a long chord bearing and distance of South 20 degrees 31 minutes 48 seconds West, 251.70 feet;

THENCE along the westerly line of Loop 336 based on deed recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C. the following calls:

South 25 degrees 46 minutes 19 seconds West 255.96 feet;

Southwesterly along a curve to the left, through a central angle of 14 degrees 47 minutes 00 second, to a found 5/8-inch iron rod for an easterly corner of the herein described tract, said curve having a radius of 2,964.93 feet, an arc length of 765.01 feet, and having a long chord bearing and distance of South 24 degrees 41 minutes 21 seconds West, 762.89 feet;

North 75 degrees 20 minutes 59 seconds West, 10.00 feet, to a found 5/8-inch iron rod;

Southerly along a curve to the left, through a central angle of 20 degrees 16 minutes 31 seconds to the southeast corner of said 1.664 acre acquisition tract, said curve having a radius of 2,974.93 feet, an arc length of 1,052.73 feet, and having a long chord bearing and distance of South 07 degrees 09 minutes 35 seconds West, 1,047.25 feet;

THENCE South 74 degrees 50 minutes 24 seconds West, 1,330.16 feet, at 1,058.77 feet, passing a found 5/8-inch iron rod, along the southerly line of said 131.31 acre tract, to a southwest corner of the herein described tract;

THENCE North 27 degrees 54 minutes 46 seconds East, 279.89 feet, to a westerly corner of the herein described tract;

THENCE North 66 degrees 31 minutes 59 seconds East, 465.28 feet, to a westerly corner of the herein described tract;

THENCE North 41 degrees 46 minutes 54 seconds East, 404.13 feet, to a westerly corner of the herein described tract;

THENCE North 00 degree 11 minutes 45 seconds West, 293.64 feet, to a westerly corner of the herein described tract;

THENCE North 34 degrees 26minutes 10 seconds West, 139.65 feet, to a westerly corner of the herein described tract;

THENCE North 45 degrees 40 minutes 37 seconds West, 317.65 feet, to a westerly corner of the herein described tract;

THENCE North 78 degrees 31 minutes 11 seconds West, 135.42 feet, to a westerly corner of the herein described tract;

THENCE North 37 degrees 54 minutes 16 seconds West, 102.05 feet, to a westerly corner of the herein described tract;

THENCE North 13 degrees 54 minutes 22 seconds East, 113.49 feet, to a westerly corner of the herein described tract;

THENCE North 60 degrees 27 minutes 57 seconds East, 190.37 feet, to a westerly corner of the herein described tract;

THENCE North 44 degrees 31 minutes 09 seconds East, 371.18 feet, to a westerly corner of the herein described tract;

THENCE North 25 degrees 01 minute 17 seconds East, 208.41 feet, to a westerly corner of the herein described tract;

THENCE North 07 degrees 59 minutes 22 seconds West, 92.95 feet, to a westerly corner of the herein described tract;

THENCE North 07 degrees 53 minutes 51 seconds East, 272.81 feet, to a westerly corner of the herein described tract, lying in said northerly of the 131.41 acre tract and the northerly line of

the Denward James Survey;

THENCE North 74 degrees 17 minutes 00 second East, 1,197.41 feet, with and adjoining said northerly line of the 131.41 acre tract, to the POINT OF BEGINNING, and containing 47.92 acres more or less. Based on an on-the-ground survey conducted on October 20, 2022.

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter 8074, Special District Local Laws Code, as added by Section 1 of

this Act, is amended by adding Section 8074.0306 to read as follows:

Sec. 8074.0306. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

(b) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 2571 passed the Senate on April 27, 2023, by the following vote: Yeas 28, Nays 3.

Secretary of the Senate

I hereby certify that S.B. No. 2571 passed the House on May 9, 2023, by the following vote: Yeas 107, Nays 35, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
12 pm O'CLOCK
MAY 29 2023
Secretary of State

Sec. .0502. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. .0503. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. The Montgomery County Municipal Utility District No. 225 initially includes all the territory contained in the following area:

Those certain tracts or parcels of land situated in Montgomery County, Texas, described as follows, to-wit:

TRACT 1

Being a portion of a 298.473 acre tract, conveyed to DJS Land Company, LTD et al, as recorded under Clerk's File No. 8916747 of

right-of-way map, September 27, 1968:

BEGINNING at the southeast corner of a 0.0046 acre tract as recorded under Clerk's File No. 2017098941 of the Official Public Records Montgomery County, Texas (O.P.R.M.C.), lying in a southerly line of said 28.473 acre tract, and a northerly line of State Highway 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.),

THENCE (from the 2017098941 deed) NORTH 39 degrees 44 minutes 08 seconds WEST, 28.29 feet, to a westerly corner of the herein described tract, lying in an easterly right-of-way line of Southwest Drive as shown on the replat of Southwest Center as recorded in Cabinet "I", Sheet 169 of M.R.M.C.;

THENCE NORTHERLY along the easterly right-of-way line Southwest Drive the following calls, based on the replat of said Southwest Center:

NORTH 07 degrees 32 minutes 17 seconds EAST, 179.20 feet;

NORTHERLY along a curve to the right, through a central angle of 24 degrees 26 minutes 31 seconds, to a point of tangency, said curve having a radius of 303.02 feet, an arc length of 129.27 feet;

feet;

NORTH 36 degrees 07 minutes 19 seconds EAST, 17.54 feet; to the north corner of the herein described tract, also being the west corner of a 2.273 acre tract and shown on the plat of Southwest Center Section 1, as recorded on Cabinet "H" Sheet 126A of the M.C.M.R.;

Thence (from the Southwest Center Section 1) SOUTH 51 degrees 52 minutes 41 seconds EAST, 484.63 feet, to an easterly corner of the herein described tract, lying in a westerly line of Reserve "A" of said Southwest Center;

THENCE (from the Southwest Center Section 1 replat) SOUTH 16 degrees 14 minutes 36 seconds EAST, 269.68 feet (calculated), with and adjoining said westerly line of Reserve "A", to a southerly line of said 298.473 acre tract;

THENCE (from the Southwest Center Section 1 replat) SOUTH 73 degrees 32 minutes 51 seconds WEST, 131.63 feet (calculated), with and adjoining said southerly line of the 298.473 acre tract;

THENCE SOUTH 72 degrees 17 minutes 44 seconds WEST, 375.97 feet (calculated), with and adjoining said southerly line of the

seconds EAST rotated) with and adjoining the east line of said 0.1914 acre tract, in the northerly right-of-way line of FM 2854 (100 feet wide) for the southeast corner of this tract;

THENCE (from the 2000-108801 deed) SOUTH 89 degrees 13 minutes 30 seconds WEST, 220.49 feet, (NORTH 86 degrees 13 minutes 24 seconds WEST rotated), along the northerly right-of-way line of FM 2854, to a southerly corner of said 298.473 acre tract;

THENCE (from the 8916747 deed) NORTH 85 degrees 12 minutes 47 seconds WEST, 88.59 feet, along a southerly line of said 298.473 acre tract;

THENCE NORTH 82 degrees 27 minutes 43 seconds WEST, 26.52 feet (calculated), along a southerly line of said 298.473 acre tract, to the POINT OF BEGINNING, and containing 8.59 acres of land.

TRACT 2

Being 178.42 acres of land in the Denward James Survey, A-289, Montgomery County, Texas, and being a portion of a 298.473 acre tract conveyed to DJS Land Company, LTD. A Texas limited partnership described in a deed recorded under Clerk's File No.

Records of Montgomery County, Texas (O.P.R.M.C.), lying in the northerly right-of-way line of FM 2854 as recorded in Volume 630, Page 609 of the Montgomery County Deed Records (M.C.D.R.) also being a southerly line of said 298.473 acre tract;

THENCE N 50° 15′ 52″ E, 28.28 feet, to a point lying in a westerly right-of-way line of Southwest Drive. (width varies), as shown on the replat of Southwest Center, as recorded in Cabinet "I", Sheet 169 of the Montgomery County Map Records (M.C.M.R.);

THENCE along the westerly line of said Southwest Drive the following calls:

N 07° 32′ 17″ E, 178.18 feet;

NORTHERLY along a curve to the right, through a central angle of 24° 26' 31", and a radius of 373.02 feet, an arc length of 159.13 feet, and having a long chord bearing and distance of N 19° 44' 27" E, 157.92 feet;

N 31° 58' 48" E, 317.57 feet;

NORTHEASTERLY along a curve to the right, through a central angle of 06° 08' 31", and a radius of 1,863.94 feet, an arc length of 199.81 feet, and having a long chord bearing and distance of N

of 546.34 feet, and having a long chord bearing and distance of N 56° 52' 21" E, 536.63 feet;

N 75° 25' 55" E, 1,017.29 feet;

Northeasterly along a curve to the left, through a central angle of 49° 10' 22", to a point of tangency, said curve having a radius of 901.06 feet, an arc length of 773.32 feet, and having a long chord bearing and distance of N 50° 48' 41" E, 749.80 feet;

N 26° 13' 30" E, 289.81 feet, to the southeast corner of Unrestricted Reserve "A" as shown on the plat of Towne Center as recorded in Cabinet "J", Sheet 67 of the M.C.M.R.

Along the north and west lines according to the deed recorded under File No. 8916747, the following calls:

THENCE N 63° 29' 31" W, 139.16 feet, with and adjoining the southerly line of said Unrestricted Reserve "A", to a northerly corner of the herein described tract;

THENCE: N 63° 41′ 09″ W, 812.35 ft. along the Southwest line of the Moran tract to a 3/8″ iron rod for corner in the South line of the B. M. Hill tract;

THENCE: S 74° 09′ 16″ W, 217.47 ft. to a concrete monument

Southwest corner and the Southeast corner of Woodbranch Subdivision, an axle found for corner;

THENCE: S 74° 29′ 30″ W, 506.30 ft. to a ½″ iron pipe found in the South line of the Parkwest Subdivision;

THENCE S 74° 18′ 28″ W, 249.66 ft. to a concrete monument found in the South line of the Parkwest Subdivision;

THENCE: S 74° 11′ 06″ W, 374.74 ft. along the South line of the Parkwest Subdivision to a stake for corner;

THENCE: S 73° 43′ 55″ W, 1607.01 ft. to an angle iron found for the Southwest corner of the W. F. Newton tract;

THENCE: S 76° 399′ 39″ W, 275.49 ft. to a ¾″ iron pipe for the Southwest corner of the Abe Brown tract and the Southeast corner of the C. Brown tract;

THENCE: S 74° 54′ 18″ W, 181.95 ft. to a broken concrete monument;

THENCE: S 74° 23′ 44″ W, 185.32 ft. to a ½″ iron rod found for corner;

THENCE: S 15° 45′ 29″ E, 1167.80 ft along the Madeley East line to a 5/8″ iron rod for corner in the North right of way line

3) S 79° 32′ 37″ E, 201.0 ft.;

4) S 85° 15′ 15″ E, 699.03 ft.;

5) S 88° 04′ 37″ E, 201.22 ft.;

6) S 85° 18′ 46″ E, 199.38 ft.;

7) S 82° 27′ 43″ E, 63.06 ft, to the place of beginning and containing a calculated 178.42 acres of land.

TRACT 3

Approximately 57.15 acres of land out of the north one-half of the Denward James Survey, Montgomery County, Texas, more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2 inch iron pipe on the south right-of-way line of the GC&SF Railway, being 100 feet at right angles from the center line of said railroad and being also at the northeast corner of the 75 acre tract formerly belonging to J. Smith;

THENCE down the south line of said right-of-way on a curve to the left with chords as follows: s. 78 degrees, 03 minutes East 450.9 feet; South 82 degrees, 33 minutes East 432.6 feet to the approximate P.T.;

THENCE continuing down the said right-of-way South 85

the said Smith tract;

THENCE North 1 degree, 20 minutes West along the East line of the said Smith tract 1405.3 feet to the PLACE OF BEGINNING and containing 57.15 acres of land, more or less.

TRACT 4

The surface estate and only the surface estate of 12.74 acres, more or less, in the Denward James Survey, Abstract 289, Montgomery County, Texas, and being the same land described in the Deed executed by Doyle Tow dated July 24, 1963, recorded in Volume 546, Page 67, Deed Records, Montgomery County, Texas, as shown below.

BEGINNING at the N.W. corner of the Dan Madeley 10 acre tract for the most westerly S. W. corner of this tract, and situated in the E.B.L. of the C. J. Cartwright tract 1-1/21" I. pipe for corner;

THENCE N. 00° 181 E. 174.o ft. with the dividing line of this tract and the Cartwright tract to a 211 I. Rod for the most westerly N.W. corner of this tract;

THENCE N. 74° 22' E., 437.0 ft. with the dividing line of this tract and the Keppler tract to fence post for corner and

S. 65° 09' E., 203.5 ft.;

S. 67° 05' E., 203.5 ft.

S. 69° 07' E., 203.5 ft.;

S. 71° 13' E., 203.5 ft.;

S. 72° 59' E., 203.5 ft.

S. 75° 33' E., 111.8 ft. for an over all distance of 1332.8 ft. to fence post for the N.E. corner of this tract and situated in the W.B.L. of a County Road;

THENCE S.00° 52' W., 198.7 ft. with the dividing line of this tract and the West R.O.W. line of a County Road to I. Pipe for the S.E. corner of this tract;

THENCE N. 89° 08' W., 940.0 ft. with the dividing line of this tract and the J. W. Dinkins 16.00 acre tract to an I. Pipe for the most Easterly s.w. corner of this tract, same being the N. W. corner of the Dinkins 16.00 acre tract and situated in the E.B.L. of the Madeley 10. acre tract;

THENCE N. 00° 321 W., 188.5 ft. with the dividing line of this tract and the said Madeley tract to a 1-1/2" I.P. for an inner corner of this tract, same being the N.E. corner of the Madeley

described in that certain Deed dated May 15, 1963, from J. W. Dinkins to Doyle Tow, recorded in Volume 542, Page 20, Deed Records, Montgomery County, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

TRACT 5

BEING a 10.09 acre tract of land situated in the Denward James Survey, Abstract No. 289, Montgomery County, Texas, and being that same called 10-acre tract described in deed to Etta Margaret Madeley Hill and Billy Sue Henna recorded under Clerk's File No. 9809486 of the Real Property Records of Montgomery County, Texas, said 10.09 acre tract of land being more particularly described as follows:

BEGINNING at a 1-1/2 inch iron pipe found for the northwesterly corner of the herein described tract and

acre tract South 75° 27' 33" East a distance of 743.98 feet to a 1-1/2 inch iron pipe found for corner;

THENCE with the lower westerly line of said 12.74 acre tract South 01° 36' 15" East a distance of 189.3ff feet to a 1/2 inch iron pipe found for the northwesterly corner of a 15.955 acre tract described in deed to Larry Steve Taylor recorded under Clerk's File No., 8013113 of said Real Property Records;

THENCE with the interior westerly line of said 15.955 acre tract South 00° 39' 02" East a distance of 319.07 feet to a 3/4 inch iron pipe found for corner;

THENCE with a northerly line of said 15.955 acre tract South 88°18' 37" West a distance of 716.88 feet to a 1 inch iron pipe found in the easterly line of a called 131.71 acre Tract 3 described in said deed to HAMARCO INC. recorded under Clerk's File No. 9625877;

THENCE with the easterly line of said 131.71 acre Tract 3 North 01°00' 00" West a distance of 716.39 feet to the POINT OF BEGINNING, and containing a computed area of 10.09 acres of land within this Field Note Description.

Company, LTD et al, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 64.52 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

THENCE South 1 degree 00 minute 00 second East, 832.9 varas (2,313.62 feet called), (2,281.10 feet calculated), along the common boundary line with the John Smith Tract to the southwest corner of the John Smith Tract;

THENCE South 75 degrees 15 minutes 13 seconds West, 1,631.85 feet, along the south line of said 131.71 acre tract, to the easterly right-of-way line of Loop 336 acquisition, as recorded under Clerk's File No. 8645929 of the Official Public Records of Real Property Montgomery County, Texas (O.P.R.R.P.M.C.), and being the southwest corner of the herein described tract, and the southeast corner of the 1.339 acre right-of-way description;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C. the following calls:

distance of North 12 degrees 19 minutes 56 seconds East, 1,626.16 feet;

North 29 degrees 47 minutes 36 seconds EAST (called), (North 32 degrees 25 minutes 21 seconds East calculated), 290.92 feet along said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 01 degree 41 minutes 42 seconds, to a westerly corner of the herein described tract, said curve having a radius of 5,180.38 feet, an arc length of 153.26 feet, and a long chord bearing and distance of North 25 degrees 22 minutes 02 seconds East (called), (North 27 degrees 59 minutes 47 seconds East (calculated), 153.25 feet;

North 65 degrees 28 minutes 49 seconds West (called), (North 62 degrees 51 minutes 04 seconds West calculated), 15.00 feet, along easterly right-of-way line of Loop 336, to a non-tangent curve and westerly corner of the herein described tract;

Northeasterly along a curve to the left, through a central

a radius of 5,126.33 feet, an arc length of 113.48 feet, and a long chord bearing and distance of North 26 degrees 31 minutes 01 seconds East (calculated), 113.48 feet;

THENCE along the easterly line of Loop 336 based on deed recorded under Clerk's File No. 90074389 of the O.P.R.R.P.M.C. the following calls

North 26 degrees 57 minutes 15 seconds East (called), (North 29 degrees 35 minutes 24 seconds East calculated), 5.27 feet, along said easterly right-of-way line of Loop 336, to a westerly corner of the herein described tract;

Northeasterly along a curve to the left, with and adjoining said easterly right-of-way line of Loop 336, through a central angle of 04 degrees 12 minutes 19 seconds, to a westerly corner of the herein described tract, said curve having a radius of 2,822.59 feet, an arc length of 207.17 feet, and having a long chord bearing and distance of North 31 degrees 41 minutes 34 seconds East, 207.12 feet;

North 31 degrees 09 minutes 34 seconds E (called), North 33 degrees 47 minutes 43 seconds East calculated), 186.70 feet, with

of the herein described tract, also being the northeast corner of said 0.657 acre acquisition tract, said curve having a radius of 2,922.59 feet, an arc length of 172.52, and having a long chord bearing an distance of North 32 degrees 06 minutes 15 seconds East, 172.50 feet;

THENCE North 74 degrees 17 minutes 00 second East, 567.51 feet, to the POINT OF BEGINNING, and containing 64.52 acres of land, more or less. Based on an on-the-ground survey conducted on October 20, 2022.

TRACT 7

A tract or parcel of land containing 48.0 acres out of the Denward James Survey, Abstract No. 289, Montgomery County, Texas, being a portion of a 131.71 acre tract, conveyed to DJS Land Company, LTD et al, as recorded under Clerk's File No. 2000108801 of the Official Public Records of Real Property Montgomery County (O.P.R.R.P.M.C.), said 48.0 acres being more particularly described by metes and bounds as follows, the basis of bearing is the deed call for the northerly line said 131.71 acre tract:

COMMENCING at the northeast corner of said 131.71 acre tract,

the east right-of-way line of Loop 336 as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C., and continuing a total distance of 1,025.45 feet (calculated), to the POINT OF BEGINNING and northeast corner of the herein described tract, also being the northwest corner of a loop 336, 0.738 ac acquisition parcel as recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C.;

THENCE along the westerly line of Loop 336 based on deed recorded under Clerk's File No. 9007438 of the O.P.R.R.P.M.C. the following calls:

South 15 degrees 19 minutes 54 seconds West, 292.67 feet, to a found TxDOT monument;

Southerly along a curve to the right, through a central angle of 05 degrees 06 minutes 38 seconds, to the south corner of said 0.738ac acquisition tract, lying in a westerly line of a 1.664 acre right-o-way acquisition tract as recorded under Clerk's File No. 8645929 of the O.P.R.R.P.M.C., said curve having a radius of 2,822.83 feet, an arc length of 251.79 feet, and a long chord bearing and distance of South 20 degrees 31 minutes 48 seconds West, 251.70 feet;

Southwesterly along a curve to the left, through a central angle of 14 degrees 47 minutes 00 second, to a found 5/8-inch iron rod for an easterly corner of the herein described tract, said curve having a radius of 2,964.93 feet, an arc length of 765.01 feet, and having a long chord bearing and distance of South 24 degrees 41 minutes 21 seconds West, 762.89 feet;

North 75 degrees 20 minutes 59 seconds West, 10.00 feet, to a found 5/8-inch iron rod;

Southerly along a curve to the left, through a central angle of 20 degrees 16 minutes 31 seconds to the southeast corner of said 1.664 acre acquisition tract, said curve having a radius of 2,974.93 feet, an arc length of 1,052.73 feet, and having a long chord bearing and distance of South 07 degrees 09 minutes 35 seconds West, 1,047.25 feet;

THENCE South 74 degrees 50 minutes 24 seconds West, 1,330.16 feet, at 1,058.77 feet, passing a found 5/8-inch iron rod, along the southerly line of said 131.31 acre tract, to a southwest corner of the herein described tract;

THENCE North 27 degrees 54 minutes 46 seconds East, 279.89

feet, to a westerly corner of the herein described tract;

THENCE North 00 degree 11 minutes 45 seconds West, 293.64 feet, to a westerly corner of the herein described tract;

THENCE North 34 degrees 26minutes 10 seconds West, 139.65 feet, to a westerly corner of the herein described tract;

THENCE North 45 degrees 40 minutes 37 seconds West, 317.65 feet, to a westerly corner of the herein described tract;

THENCE North 78 degrees 31 minutes 11 seconds West, 135.42 feet, to a westerly corner of the herein described tract;

THENCE North 37 degrees 54 minutes 16 seconds West, 102.05 feet, to a westerly corner of the herein described tract;

THENCE North 13 degrees 54 minutes 22 seconds East, 113.49 feet, to a westerly corner of the herein described tract;

THENCE North 60 degrees 27 minutes 57 seconds East, 190.37 feet, to a westerly corner of the herein described tract;

THENCE North 44 degrees 31 minutes 09 seconds East, 371.18 feet, to a westerly corner of the herein described tract;

THENCE North 25 degrees 01 minute 17 seconds East, 208.41 feet, to a westerly corner of the herein described tract;

said northerly of the 131.41 acre tract and the northerly line of the Denward James Survey;

THENCE North 74 degrees 17 minutes 00 second East, 1,197.41 feet, with and adjoining said northerly line of the 131.41 acre tract, to the POINT OF BEGINNING, and containing 47.92 acres more or less. Based on an on-the-ground survey conducted on October 20, 2022.

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the

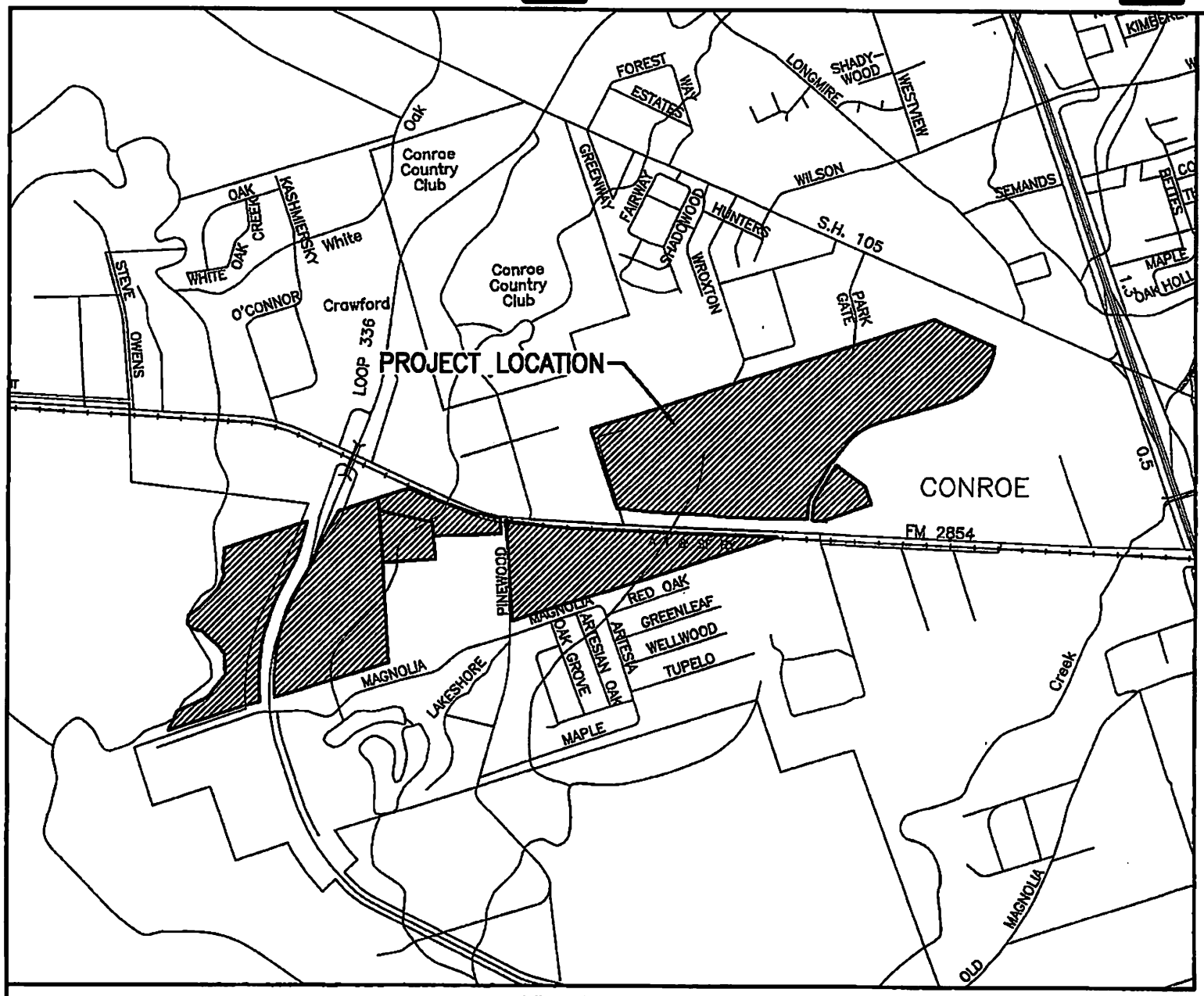
to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter ____, Special District Local Laws Code, as added by Section 1 of this Act, is amended by adding Section ____.0306 to read as follows:

Sec. .0306. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

(b) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.



VICINITY MAP
N.T.S

LEGEND

Meeting Date: 07/10/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Chris Shively, Asst. Dir of Information Technology

Workshop

Item Type: Other

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss the proposed migration to Microsoft 365.

Summary / Recommendation

This project is already included in the FY23-24 IT department budget. The contract has been thoroughly reviewed and approved by IT staff, InfoTech, Legal, and Purchasing departments. This agenda item seeks approval for the professional services associated with the migration. The Microsoft licensing details will be presented at a subsequent council meeting. DIR contract DIR-CPO-4444. Microsoft 365 is a powerful suite of productivity and collaboration tools developed by Microsoft, designed to enhance workplace efficiency and communication. The city IT department is recommending a move to Microsoft 365 for several compelling reasons: 1. Modern Email Solution: Our current email systems, housed on physical servers at City Hall, are reaching their end-of-life. Microsoft 365 offers a reliable, cloud-based email solution, ensuring uninterrupted service and support. 2. Seamless Migration: Microsoft is encouraging customers to transition from on-premises environments to their cloud platform. Microsoft 365 provides a robust and user-friendly platform for this migration, making the process smooth and efficient. 3. Enhanced Security and Compliance: The licenses included with Microsoft 365 offer a range of advanced security and compliance features that surpass our current capabilities. This will help us protect our data more effectively and ensure we meet regulatory requirements. By adopting Microsoft 365, we will modernize our IT infrastructure, improve security, and enhance our overall productivity and collaboration capabilities. The IT Staff recommends approving the Carahsoft implementation contract.

Fiscal Impact

Expenditure Amount:	$204,151
Revenue Amount:	n/a
Account Number:	001-1130-8041
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Attachments

Carahsoft Contract
M365 Council Presentation

Office365Migration&Evolve 365/OCM Bronze Order Form

Contract

This contract dated April 1, 2024, along with the Carahsoft's Texas DIR-CPO- 4444 contract, sets forth the scope of services and deliverables to be provided by Planet Technologies, subcontracted by Carahsoft, and the terms and conditions under which the services shall be conducted. Should conflicting terms arise between this contract and the TX DIR contract, the TX DIR contract will supersede.

Office365Migration:

Executive Summary

The City of Conroe, TX ("City") is currently running Microsoft's 2016 Exchange email platform which is currently out of mainstream support and will be out of extended support in 2025. With this deadline approaching, the City of Conroe is looking to migrate their Exchange 2016 environment and their on-premises based file shares / home drives to Microsoft 365.

This Contract includes both a Discovery and Design Phase and Enablement Phase allowing Planet to design and deploy a new Microsoft 365 tenant specific to the city's needs. This includes whiteboarding the deployment, discussing security options, configuration of Teams, SharePoint, and OneDrive, etc.

Once Planet has concluded this phase, the Enablement Phase of the project the team will begin the Migration of the on-premises environment Exchange 2016 environment to Microsoft 365. This will complete the migration of approximately 1080 mailboxes to Exchange Online, as well as Shared Mailboxes and Public Folders. In addition, Planet with migrate of up to 2 TB of Home Drive files to OneDrive for Business. Also included is Planet's standard Collaboration project which will enable SharePoint, Teams, and OneDrive for those users along with governance.

I. Purchase

This purchase is being made through a purchasing cooperative through the Department of Information Resources. Agreement is made between the City of Conroe ("City"), located in Montgomery County, Texas, as customer/buyer, and Planet Technologies, Inc. ("Planet") , through Carahsoft's DIR contract Texas DIR-CPO- 4444 , as contractor/seller.

1.1. The purchase is for services to enable Microsoft 365. When completed, Planet will have enabled the following services for the City:

1.1.1. Microsoft Entra ID Plan 2 – Multi-Factor Authentication, Conditional Access, Self Service Password Reset, Privileged Identity Management

1.1.2. Defender for Office 365 –safe links, safe attachment, threat protection.

1.1.3. Microsoft Purview Data Loss Prevention.

1.1.4. Exchange Online replacing On-Premise Exchange

1.1.5. SharePoint Online – SharePoint Online will be configured to facilitate collaborative sites across the city.

1.1.6. OneDrive For Business – 1 TB expandable up to 5 TB of cloud based personal file storage

1.1.7. Microsoft Teams –persistent chat, collaboration, document sharing, and meetings.

1.2 The contract is a fixed fee contract and will not exceed the total price in the pricing table without a written change order agreed to by both parties.

2. Scope of Work

2.1. Discovery and Design

2.1.1. Planning

Upon execution of this agreement, Planet will begin securing project resources and creating a project plan.

2.1.1.1. Planet's Project Manager will have logistics calls with the City.

2.1.1.2. The Project Manager will:

2.1.1.2.1. Schedule the project "kick-off" call.

2.1.1.1.2. Will define project schedule.

2.1.1.1.3. Conduct interviews with technical management, opinion leaders, and staff.

2.1.1.1.4. Provide a project schedule that details the tasks for the nine-week period covered in the contract.

2.2. Infrastructure

2.2.1. A Planet Architect will work with the City on discovery of the current M365 environment to identify and verify platform readiness. Planet will document the findings and any remediation required prior to migration. Planet will meet with the City to design the tenant. Once the design has been completed, Planet will create the Discovery and Design document for approval from the City.

2.2.2. Planet will conduct planning meetings with the City to discuss the migration activities, the expectations from the City's team, provide insight on how the migration will affect the end user population, expectations of the migration cutover activities, limitations of the migration, and designate which activities will be Planet responsibilities, and which activities will be the City's responsibility.

2.2.3. Planet will provide a Master Migration document that will define the in-scope objects to migrate. The Master Migration document will allow on-boarding and off-boarding of users until 1 week prior to cutover. Mailboxes that have started a migration will consume a license and cannot be reclaimed if removed.

2.2.4. Planet will also perform and document discovery of the current environment; conduct envisioning sessions for in-scope technologies and document design decisions; and migration and end-user impact planning.

2.3. Collaboration

2.3.1. Planet Technologies provides as part of this contract, Collaboration Services Enablement with the following goals in mind. Planet will work with the City's Collaboration technical resources to: [If this is limited to certain personnel, define the group of personnel this is limited to]

2.3.1.1. Educate and demonstrate capabilities and primary use cases for Office 365 collaboration services.

2.3.1.2. Map customer-defined business goals, existing processes, platforms, and challenges to the "best fit" as it relates to Office 365 collaboration services.

2.3.1.3. Establish an actionable plan for administrative control and governance related to Office 365 collaboration services.

2.3.1.4. This enablement is limited to the following Collaboration Office 365 Services (may vary based on licensing) and selected based on customer interest(s):

- SharePoint Online
- OneDrive
- Office 365 Groups
- Microsoft Teams
- Planner

2.3.2. Review Business and Technology Discovery

2.3.2.1. Planet will review the organizations business goals for the project, to include the following items which will be discussed and documented:

- Organization-specific business goals and desired outcomes for Office 365
- Technical or business-related challenges with existing platforms or processes
- Key business applications or processes integrated with, or replaced by, Office 365

2.3.3. Develop Solution Architecture Design

2.3.3.1. Planet will document key platform configuration requirements for Office 365 collaboration services. The following items will be discussed and documented:

- High-level solution architecture visual, mapping stated goals to "best fit" services
- Modernization considerations – modern Intranets, Hub sites in SharePoint Online, hybrid Teams / SharePoint, SharePoint Framework, Forms and Approval Flows, Unified Labeling, Modern Search
- Security and compliance considerations
- Administrative, user account and external user account considerations
- High-level considerations around implementing specific to meet specific stated

business objectives
- Potential remediation considerations around perceived compliance gaps with the Platform
- User licensing, account considerations, permissions, and user onboarding
- User adoption strategies and a roadmap for services adoption
- Cross-cutting configuration settings required for the tenant

2.4. Governance Planning

2.4.1. Planet will provide a high-level review of governance planning.

2.4.2. Planet will provide engineer support to assist the City with walking through the completion of a governance plan. This plan is limited to governance around the collaboration services listed previously. Based on stated desired outcomes in the planning phase, Planet may add recommended controls around Office 365 Identity, Security and Compliance services and review with the City.

2.5. Governance Template Review
Planet will provide a governance template with a high-level review of the major headings.

2.6. Enablement

2.6.1. Microsoft 365 Enrollment and Provisioning
Activities will enroll and provision Office 365 by:

- Provision accounts for objects in scope
- Office 365 Baseline Security Configuration
- Disable user application registration in Azure AD
- Disable user admin portal access in Azure AD
- Restrict Guest access
- Configure a sign-in disclaimer
- Disable users' application consent
- Disable anonymous calendar sharing
- Disable e-mail auto forwarding to external recipients
- Apply inbound message disclaimer from external recipients
- Enable mailbox auditing
- Disable legacy authentication protocols (POP, IMAP, and ActiveSync)
- Enable sensitivity labels in SharePoint and OneDrive
- Enable Azure rights management
- Enable/verify unified log ingestion

2.6.2. Azure Active Directory Connect
Planet will install and configure Azure Active Directory Connect (AADC). Azure AD Connect will synchronize on-premises users, groups, and devices to Azure AD. To accomplish this task, Planet will:

- Verify Azure AD connect best practices settings on customer-provisioned server

- Configure Azure AD Connect
- Configure organizational unit (OU) filtering
- Enable Seamless Single Sign-On (SSSO)
- Enable Password Hash Synchronization
- Enable Password write-back functionality
- Enable hybrid Exchange attribute synchronization

2.6.3. Microsoft Entra ID 2

A Planet Consultant will work with the City to deploy these following features based on the agreed-upon design.

- Configure up to five conditional access policies: MFA for administrators; MFA for users; Terms of Use (ToU); Risk profile mitigation; and, if required, a fifth that will be defined and agreed to by Planet and the City.
- Configure self-service password reset
- Configure group-based licensing
- Privileged Identity Management (PIM); Configure 5 Azure roles for enrollment
- Access reviews: Configure up to 5 access reviews; Overview of built-in sign-in and risk profile reports

2.6.4. Defender for Office 365

Planet will work with the City to deploy and configure Defender for Office 365 to replace the current Barracuda solution, define policies, review reporting and analysis, and provide knowledge transfer to the City's IT staff, including the following.

- Deploy protection policies based on agreed-upon design
- Anti-spam
- Anti-malware
- Anti-phishing
- Safe Attachments
- Safe Links
- Deploy SPF, DKIM and provide DNS records to City
- Deploy 1 policy per protection type (5 policies in total)
- **One (1) 2-hour knowledge transfer session** and provide an overview of the built-in reporting and analysis options

2.6.5. Data Loss Prevention (DLP) Baseline deployment

Planet will work with the City to deploy and configure Data Loss Prevention for email, SharePoint, and OneDrive, to include:

- Deploy 2 baseline DLP policies
- Deploy predefined DLP rules with sensitive information types
- ABA Routing Number

- Credit Card Number
- US/UK Passport Number
- US Bank Account Number
- US Driver License Number
- US Individual Taxpayer Identification Number (ITIN)
- US Social Security Number (SSN)
- One (1) 2-hour knowledge transfer session to City technical SME

2.6.6. Exchange Hybrid Configuration

Planet will configure Exchange hybrid coexistence to Exchange Online. The design will be based on Microsoft best-practices. There should be no impact to end-users during the build process.

- Validate current identity infrastructure including AD health and user configuration
- Validate current Exchange platform's readiness
- Run Hybrid Migration Wizard to establish hybrid connectivity from on-premises Exchange to Exchange Online
- Provide guidance on the City's dependent systems but no configuration (e.g. Multi- function copiers)

2.6.7. Collaboration Services

Planet will configure SharePoint Online, Office 365 Groups, OneDrive and Teams based upon outcomes from previous planning sessions, to include the following tasks:

- Review existing tenant configuration (as applicable)
- Draft configuration scripts (as applicable)
- **Configuration of collaboration services (including limiting services not being activated** within the City tenant)
- Guidance on applicable Group Policy objects
- Provide script for setting security admins / co-admins for OneDrive

2.7. Migration

2.7.1. Exchange Hybrid Migration – Test & Pilot Users

Planet will plan and test the Exchange Hybrid migration and validate organizational readiness through execution of up to 5 test migrations. Once test migrations and validation of the migration process is complete, Planet will migrate a group of up to 100 pilot user accounts. The following tasks will be include in this migration:

- Work with City staff to determine or create accounts for test migration
- Execute migration and test plan on pre-determined test users
- Remediate issues found after testing plan has been performed
- Migrate pilot users
- Determine if any additional end user impact is discovered through the pilot users

2.7.2. Exchange Hybrid Migration – Production Users

Planet will plan of the migration procedure for the entire user population. Migration batches will be completed during the work week after business hours.

Object Type	Total
User Mailboxes	**1080**
Shared Mailboxes	**18**
Public Folders	**Up to 20 GBs in Total**

Tasks will include determining the migration batches and the migration based on a pre-determined schedule.

2.7.3. Home Directory Migration

Planet will split migration in to two waves; the first wave will initiate migration to seed the destination OneDrive for Business and a second wave after any remediation to update the destination with any changes and new content.

Planet will utilize Microsoft Migration Manager as the migration tool to migrate all content from the Home Directories to OneDrive for Business.

Planet will provide reports that require remediation from the end user/City. Once remediated the cutover delta migration will migrate the remediated files.

The process includes:

- Initial seeding of data
- Report identifying items that require to be remediated provided to City.
- Remediation of content by end user/custome.
- City sets shares as read only, apply GPO (as applicable)
- Delta migration/cutover

Source	Content
Home Directories	**Up to 2 TB in Total**

Planet has accounted for some growth in the above table. Change in counts after the start of the project will require a change order.

Planet will accomplish the following tasks in this process:

- Migration and cutover of in-scope data listed above.

- Provide migration error reports per wave

2.7.4. Infrastructure Requirements

City will provide two (2) servers at minimum to support the installation of migration agents. These servers should be dedicated to the migration and not sharing other roles. These servers should be deployed geographically and logically close to the source data with optimized traffic to Office 365.

The server specifications below are minimums and official server specifications will be provided as part of the project. Based on business requirements additional servers may be required.

- 4 core CPU
- 16 GB RAM
- Drives
- C: 150 GB SSD
- Network: 1 Gbps
- Antivirus: exclusions of agent installation, cache locations and executable

Planet requires administrative local access to these machines to ensure successful round the clock migrations.

2.7.5. Throttling Disclaimer

Microsoft does not provide lifting or augmentation to the throttling limits in place with Office 365 collaboration offerings. Throttling is expected to occur, and Planet is not responsible for migration throughput. Throttling is most restrictive during business hours in the region where City tenant resides.

Throughout this project, Planet will provide updates on throttling and progress to project stakeholders.

3. Stabilization and Support

After all agreed upon migration of data has been completed, Planet will provide support in the following staffing levels.

After all mail migration is completed, Planet will provide a 50% dedicated senior infrastructure engineer for five (5) contiguous business days.

After all home directory migration completed, Planet will provide a 50% dedicated senior collaboration engineer for five (5) contiguous business days.

4. City Requirements

4.1. Discovery and Design

- Required City staff will be accessible throughout the project and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
- Requested privileges (based on the principle of least privilege model) will be assigned to Planet resources as needed at the time of project kick-off.

- City will have overall project management responsibility; Planet will provide a part- time project manager for its staff and deliverables as outlined in this agreement.
- City will provide resources with expertise in its data center, IT practices and procedures, and any non-Microsoft technologies that will be configured or impacted
- City has a tenant and sufficient licenses in the most recently published Microsoft Office 365 services description.
- City must provide all equipment and software necessary to complete the tasks outlined in the agreement.
- Sufficient local storage must be available to facilitate Cache mode for an individual's Microsoft Outlook mailbox profile.

4.2. Azure AD Connect

City is responsible for server OS builds, updates, and connectivity

4.3. Defender for O365

The Client's MX record is pointing to Exchange Online Protection (EOP). This is a net new deployment and no discovery or policy considerations of the current message hygiene solution have been factored into the estimation of this project.

4.4. Migration Requirements

- City will communicate and support its end users directly.
- City is responsible for backups and data recovery on the Exchange and other on-premises server platforms (such as Active Directory)
- The City will maintain a vendor support contract for the clients and servers involved in the implementation.
- The City will test non-Microsoft dependent applications for function and compatibility, and Planet will assist with remediation expertise, if possible.
- The City is responsible for supporting device reconfiguration (laptop, desktop, and mobile) after the migration.
- Planet will provide support for migration issues to The City's IT staff and act as a liaison for third-party vendors for migration issues if desired.
- Planet is responsible for migrating data and supporting The City's IT support personnel.
- ***The City*** is responsible for supporting device reconfiguration (laptop, desktop, and mobile) after the migration including the deployment of the sync client.
- City is responsible for all training, organizational change management and communications.
- Migration servers ~~will need the ability~~ must be able to communicate with all of the home drive data source locations.
- All users must be licensed, sign-in enabled for all collaboration workloads before migrations can begin.
- Planet performs nondestructive migrations. Remediation of content along with permissions changes and ultimate decommissioning of the source environment is the responsibility of the City.
- Planet is not responsible for applications, software, devices, or other objects that interact with files stored on home directories.
- Home directories being migrated are expected to not contain redirected profiles and presented as additional file storage for users.

- Files Local to machines are out of scope. Local files can be protected utilizing known folder protection as part of the next generation sync client for OneDrive.
- Because of the instability of Preview and Beta Office versions, these products are not supported in tenant-to-tenant migrations.

5.0 Not Included In This Agreement

- Deployment or configuration of Office Pro Plus Desktop City software
- Reconfiguration of Outlook profiles
- Modifications to Active Directory except those specifically listed in this agreement
- Deployment of Microsoft's Defender for Cloud Apps
- BitLocker Encryption
- Deployment, configuration, or modification to any user devices
- Creation and configuration of an SMTP relay to support City configured third-party applications and devices
- Multi-Factor Authentication for on-premises devices
- Migration of any Power BI, Power Automate, or Power Apps content
- Enablement of Teams Voice/dial-tone
- Enablement of Teams Audio-Conferencing dial-in telephone numbers
- Migration of PSTs [Define/Describe what a PST is]
- Migration of non-native Microsoft Exchange Online Archives
- Migration of mailboxes over 100GB including auto-expanded archive mailboxes are out of scope for this engagement
- Migration of email items that are 150MB or greater is out of scope for this engagement
- Support or remediation of profile redirection through group policy or other mechanisms.
- Updates to links, code, scripts, or other objects tied to the files being migrated.

6. Project Deliverables

6.1.

Phase	Deliverable
Discovery and Design	Project schedule Master Migration Document Discovery and Design Document Collaboration Governance Template
Enablement	As-built document
Migration	Data validation spreadsheet

6.2. Project Governance

6.2.1. Timeline

The expected timeline from project kickoff to completion is nine (9) weeks.

Planet will work independently during configuration.

This contract is governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the contract and the TX DIR contract, the TX DIR contract will supersede.

6.2.2. Resource Plan Estimated Allocation requirements for City Staff.

- Project Manager 30% time over the course of the project
- Infrastructure / E-mail SME 30% time over the course of the project
- Collaboration SME 30% time over the course of the project

7. Pricing

Phase	Amount
Discovery and Design	**$27,994.20**
Senior Project Lead	$8,574.80
Cloud Strategist	$18,691.90
Project Director	$727.50
Enablement	**$23,231.50**
Senior Project Lead	$6,596.00
Cloud Strategist	$15,908.00
Project Director	$727.50
Migration	**$51,036.55**
Senior Project Lead	$13,521.80
Cloud Strategist	$36,787.25
Project Director	$727.50
Stabilization and Support	**$11,979.50**
Senior Project Lead	$3,298.00
Cloud Strategist	$7,954.00
Project Director	$727.50
TOTAL	**$114,241.75**

*Includes all associated and relevant fees (e.g., Texas DIR-CPO- 4444). Please see Carahsoft quote for combined total.

8. OCM Bronze with Evolve365:

8.1. General Info

This contract is governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the SOW and the TX DIR contract, the TX DIR contract will supersede.

8.2. Deliverables

8.2.1. OCM, Evolve 365 & Training Services

Planet will provide Organizational Change Management (OCM) , Evolve 365, and end user training. The services will begin with the OCM Teams, transition to the Evolve 365 Learning Strategist, the Planet resource that will assist in deploying Evolve 365 and then to end user training.

9. Service Details

9.1. Online Learning Portal

An Evolve 365 dedicated online portal will be created and available for the City 24/7 on any web accessible browser. SSO authentication will be configured on your Evolve Portal and users will be registered on the Evolve 365 portal automatically the first time they visit the site. The Learning Strategist will customize the content displayed within the Learning Portal, based on the available content catalog. A listing of the current content catalog can be reviewed at the following website:

https://o365support.com/wp-content/uploads/2023/01/Content-Catalog.pdf

Before launching the Evolve 365 portal, the Learning Strategist will review the suggested home page layout and highlighted training with City and make any needed changes.

Changes may include:

- Highlighted subjects
- Page layout
- Spotlight training videos
- New/updated logos and images
- Other requested items

Immediately after the site has been configured and branded; the Learning Strategist will work with the City's Global 365 Administrator to configure access and provide administrative training, which will include:

- Home Page Setup & Layout
- Library Page Setup & Layout
- Learning Paths Dashboard
- Search
- Reports
- Solution Sender
- Authoring Content in Evolve 365

9.2. Learning Strategist Monthly Check-Ins

Learning Strategists will complete a check-in each month with the City team to review any upcoming learning activities, any new features being deployed and provide an overview of the current adoption of Microsoft 365 and Evolve 365. These check-ins are crucial to the success of Evolve 365 and Office Adoption and will be the delivery mechanism for the following resources:

- Proactively discuss, identify, and resolve end users' issues and concerns with training and technologies before they become bigger problems, which can help to improve City satisfaction and technology adoption.
- Information on Microsoft 365 industry developments and new products or services that may impact the City's environment.
- Provide a sounding board for City's when they are making critical business decisions that may impact their end users and the technologies, they use day to day.

9.3. Custom Learning

Planet provides customized training communications tailored to specific audiences. Learning Campaigns will be delivered as an Outlook Template (.oft) with images and hyperlinks to share in communication channels that allow attachments, links, and images. The topics for Learning Campaigns will be decided during the Strategy Syncs, coordinated with upcoming trainings, or be created as a follow up on completed webinars.

9.4. Custom Learning Webcasts

Online Webcasts covering any End User topic within Microsoft 365 are available. The webcast may be customized to include guidance specific to the City's environment but will not be custom created based on the City specific solution (i.e., webinar for a custom application or a custom business solution built in Microsoft 365).

Webcasts will be delivered once monthly. If requested, Planet will provide support for biweekly webinars during a migration or project, up to one webinar a week, however, the weekly webinar must be selected from our list of standard Microsoft 365 End User Webinars.

Webinars will be hosted in Microsoft Live Event, Microsoft Teams Webinar, Microsoft Team Meeting, GoToMeeting or GoToWebinar, based on the Citys preferred options and availability for end users.

9.5. Custom Learning Paths (Training Playlists)

Creation of customized learning playlists, which includes groups of videos put together based on a topic and designed to be played in sequence taking a user through an entire topic or lesson. Customized learning paths can be created, or custom content can be added to standard learning paths. Users can self-enroll in these trainings or be assigned training.

Examples of custom learning paths include:

- Remote Daily Briefings
- Hosting Cross Environment Meetings
- Onboarding New Recruits
- Microsoft 365 for Managers

- Getting Started with Microsoft Teams
- My First Day using Microsoft 365
- Working from Home

In addition to the training content, other items may be added to a learning path to assist users with retention such as activities or quizzes, such as:

- Activities – When added to a learning path, activities ask users to complete simple tasks based on the training topic in the related application(s). Users log the time it took to complete the activity and notes from their experience.
- Quizzes – Can include multiple choice, multi-select, or text field question types. Customizable settings for quizzes include:
    - Set a passing percentage
    - The option to retake any learning path within Evolve 365 has the capability to produce a completion certificate. These certificates can have custom signatures, making them great for mandatory or compliance training.

9.6. Adoption Reports

The Learning Strategist will prepare and provide the Monthly Adoption Reports. This report can be customized to ensure the most relevant information is shared.

Usage Metrics and Activities to Track may include:

- New users on the site
- Training Consumption
- New and Updated Training within Evolve 365
- Champion Activities (if / as applicable)
    - Champion Summit Topics
    - Train the Trainer Session & Attendance
- Learning Strategist Activities (if / as applicable)
    - Training Registration & Attendance
    - Communication
    - Learning Campaigns
    - Team Posts

9.7. Adoption, Communication & Launch Plan

Planet will provide a proposed rollout plan to assist in the deployment and adoption of Microsoft 365 (and/or related technology or application), including specific communication templates that can be used. Specific details of these templates (dates, content locations, instructions, etc.) will need to be completed by the City's deployment team. The City is responsible for following the correct internal approval process and sending the communications. All Launch Plans include the following deliverables:

- Discovery Session on Required Communications
- Documented Schedule of Proposed Communications Delivery
- Creation of Up to 8 Emails based on a technology, policy, project, or application launch.
- Assignments for Content Creation (i.e. - what information do we need from who)

- "Ready to Send" Communication Files (.oft & .doc files)

10.3. OCM Bronze

10.3.1. OCM Discovery
Planet will provide a strategy to the City to facilitate the following:

- Change impact analysis: to understand the cultural and IT environment
- Standard end-user survey: to collect the main pain points, usages, verbatim that lead to identify risks and opportunities
- Communication & Assistance workshop: to identify the most appropriate awareness and readiness options
- Recommendation workshop: to present the findings and recommendations in term of strategy

10.3.2. Deliverables
Planet will deliver the following to the City [define when and how often the deliverables will be delivered]:

- Impact analysis grid
- Survey report
- Communication plan framework (no emails, only planning)
- Recommendations and Findings report

12. Terms & Pricing
Evolve 365 is a one-year subscription service that begins on the date you authenticate users to the Portal. Any user who accesses Evolve 365 during the subscription year consumes one of the available licenses for that subscription year. At renewal, customers have the option to review their users list and remove any existing users to free up licenses going into the new subscription. During a subscription, a customer will be allowed to exceed their allotted user count by up to 500 users before they must purchase more user licenses. New users can be added to the site in groups of 500 users or upon contract renewal.

Qty	Description	Price
1000	Evolve 365 End User Adoption and Training 12 Months (minimum 101 Users) (Price is Per User)	$26,190.00
202	Evolve Consultant	$36,248.90
120	OCM Consultant	$21,534.00
36	Senior Project Lead	$5,936.40
Total		$89,909.30

*Includes all associated and relevant fees (e.g., Texas DIR-CPO- 4444). Please see Carahsoft quote for combined total.

13. Additional Terms and Conditions

13.1. **Price of Materials and Sales Tax-** Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

13.2. **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

13.3. **Assignment** - Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the City Any attempted assignment in violation of this provision is void and without effect.

13.4. **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

13.5. **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

13.6. **Contracting Information Responsibilities** - In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the Contractor on request of the City, and (3)

on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

13.7 **COVID-19 Vaccine Passport Prohibition** - Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.

13.8. **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Contractor's compliance with the required controls.

13.9. **Dealings with Public Servants Affirmation** - Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

13.10. **Debts and Delinquencies Affirmation** - Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.

13.11. **Disaster Recovery Plan** - In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to City the descriptions of its business continuity and disaster recovery plans.

13.12. **Dispute Resolution** - Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code. OR The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract. If the Contractor's claim for breach of Contract cannot be resolved informally with the City, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor 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 the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the City if the parties are unable to resolve their disputes as described above. Notwithstanding any other provision of the Contract to the contrary,

unless otherwise requested or approved in writing by the City, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law. (EXCEPTION: See "Dispute Resolution (Engineering, Architectural, or Construction Services)" Section 2260.004 of the Texas Government Code states the following:

> (a) Each unit of state government that enters into a contract to which this chapter applies shall include as a term of the contract a provision stating that the dispute resolution process used by the unit of state government under this chapter must be used to attempt to resolve a dispute arising under the contract.
> (b) The attorney general shall provide assistance to a unit of state government in developing the contract provision required by this section.

Supplemental text to the required clause may include specific details of the City's dispute resolution process adopted by rule.

13.13. **Energy Company Boycotts -** If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

13.14. **Entities that Boycott Israel -** If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

13.15. **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.

13,16. **Excluded Parties:** - Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control

13.17. **False Statements -** Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract

13.18 **Financial Participation Prohibited** - Contractor certifies that the individual or business

entity named in this contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

13.19. **Foreign Terrorist Organizations** - Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13.20 **Firearm Entities and Trade Associations Discrimination** - If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

13.21 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting City.

13.22. **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

13.23. **Indemnification:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, 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 CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. CONTRACTOR AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

13.24 **No Conflict of Interest -** Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

13.25. **Prior Disaster Relief Contract Violation** - Under Sections 2155.006 and 2261.053 of the

Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

13.26. **Public Information Act -** Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

13.27. **Signature Authority** - By submitting the Response, Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.

13.28. **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

13.29. **Suspension and Debarment** - Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

13.30. **Terms and Conditions Attached to Response -** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

13.31. **Reserved.**

13.32. **Americans with Disabilities Act** - Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

13.33. **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

13.34. **Disclosure of Interested Parties** - Contractor represents and warrants that if selected for

award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

13.35. **Discounts** - If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. City will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

13.36. **Equal Employment Opportunity -** Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

13.37. **Force Majeure** - Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

13.38. **Immigration** - Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 *et seq.*) and all subsequent immigration laws and amendments.

13.39. **Independent Contractor** - Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the City.

13.40 **Legal and regulatory actions -** Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental City actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental City actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. In addition, Contractor represents and warrants that it shall notify City in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update City shall constitute breach of contract and may result in immediate termination of the contract

13.41. **Limitation on Authority** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

13.42. **Lobbying Prohibition** - Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

13.43. **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

13.44. **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

13.45. **Record Retention** - Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

13,46. **Refund** - Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by City which are not expressly authorized under the contract.

13.47. **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

13.48. **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

13,49. **Subcontractors** - Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the City. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), City is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

13.50. **Survival** - Expiration or termination of the contract for any reason does not release

Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

13.51. **Termination for Convenience** - City may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if City terminates early. Upon termination under this provision, Contractor shall refund to City any amounts attributable to the terminated months within thirty (30) days of the termination.

13.52. **Insurance Requirements:**

NO CONTRACT WILL BE AWARDED IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Contractor shall procure and maintain, at its expense, during the term of this contract, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Worker's Compensation	- As required by Texas Law
B.	Employer's Liability	- $ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- $1,000,000 combined single limit
D.	Public Liability (Property damage)	- $1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- $ 200,000 each person
F.	Automobile Liability (Property damage)	- $ 50,000 each occurrence

The Contractor agrees to furnish insurance certificates, showing the contractor's compliance with this section if requested by the City.

13.53 **Conditions of Conduct** - At all times any agent, officer, or employee of Contractor shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Contractor.

13.54. **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

13.55 **Default** - The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

13.56. **E-Verify Program**: - Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

13.57 **Critical Infrastructure Affirmation** - Pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

13.58. **Damage to Government Property** - Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Contractor shall notify the City in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the contract.

13.59. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**
Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Carahsoft represents and warrants that it complies with the requirements of the state risk and authorization management program and Carahsoft agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

13.60. Cybersecurity Training
Carahsoft represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program

Signatures

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

Conroe, TX

Name

Title

Signature

Date

Carahsoft

Elaine Shadid

Name

Service Contract Specialist

Title

Signature

06/27/2024

Date

Planet Technologies

DocuSigned by:
Steve Winter
C550DDD5D763483...

Steve Winter

Exec Vice President

6/27/2024

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Westley Bachmeyer
IT Infrastructure and Security Supervisor
City of Conroe TAGITM
300 West Davis Suite #200
Attn: Purchasing Warehouse - Dean Towery Svc Cntr
Conroe, TX 77301 United States

EMAIL: wbachmeyer@cityofconroe.org

PHONE: (936) 522-3487

FROM: Annie Crosson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Annie.Crosson@carahsoft.com

PHONE: (571) 591-6298

TERMS:
DIR Contract No. DIR-CPO-4444
Expiration Date: January 23, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	43929757
QUOTE DATE:	03/15/2024
QUOTE EXPIRES:	04/14/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$204,151.05
TOTAL QUOTE:	$204,151.05

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	PTI-SPL-01-754	Senior Project Lead, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	52	$8,574.80
2	PTI-CS-01-754	Cloud Strategist, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01		$198.85	TX DIR	94	$18,691.90
3	PTI-PD-01-754	Project Director, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50
4	PTI-SPL-01-754	Senior Project Lead, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	40	$6,596.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

5	PTI-CS-01-754	Cloud Strategist, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01	$198.85	TX DIR	80	$15,908.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
6	PTI-PD-01-754	Project Director, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50
7	PTI-SPL-01-754	Senior Project Lead, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	82	$13,521.80
8	PTI-CS-01-754	Cloud Strategist, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01		$198.85	TX DIR	185	$36,787.25
9	PTI-PD-01-754	Project Director, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50
10	PTI-SPL-01-754	Senior Project Lead, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	20	$3,298.00
11	PTI-CS-01-754	Cloud Strategist, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01		$198.85	TX DIR	40	$7,954.00
12	PTI-PD-01-754	Project Director, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50

QUOTE DATE: 03/15/2024
QUOTE NO: 43929757

13	PTI-EEUATMUPPU-01-12	Evolve 365 End User Adoption and Training 12 Months (minimum 101 Users) (Price is Per User) OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-EEUATMUPPU-01-12	$26.1900	TX DIR	1,000	$26,190.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
14	PTI-C-01-754	Consultant Evolve Consultant; OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-C-01		$179.4500	TX DIR	202	$36,248.90
15	PTI-C-01-754	Consultant OCM Consultant; OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-C-01		$179.45	TX DIR	120	$21,534.00
16	PTI-SPL-01-754	Senior Project Lead OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	36	$5,936.40

SUBTOTAL:	$204,151.05
TOTAL PRICE:	**$204,151.05**
TOTAL QUOTE:	**$204,151.05**

***This quote and the accompanying SOW are governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the SOW and the TX DIR contract, the TX DIR contract will supersede.**

****Please reference TX DIR-CPO-4444 on all purchase orders.**

Microsoft 365 Project

Why and what does it mean for the City of Conroe

- Why, what is the driving force to move?
- Microsoft 365 Office Suites
- Microsoft Azure Active Directory (Azure AD)
- Microsoft G5 Security
- Microsoft G5 Compliance
- Costs

CITY OF CONROE

Microsoft 365 Project

What are the driving factors forcing a change?

- Our backend email system (Microsoft Exchange 2016) is reaching End-of-Life (EOL) as of October 14, 2025
  - Microsoft will no longer support and update our critical city email systems.
- Access to Microsoft Office applications through the Microsoft Cloud.
- Need access to Microsoft Azure Active Directory's advanced features for identity and access management.
- Huge benefits from the added Security and Compliance solutions provided within the cost of the Microsoft 365 user licenses.
- Why perform this change now?
  - Transitioning to Microsoft 365 for Government, incorporating Exchange Online in the cloud, is a process that requires time. Microsoft 365 offers more than just email functionality; it represents a significant technological upgrade for all Microsoft systems utilized by city employees. The current challenges stemming from the Mitel phone system have been causing widespread communication issues across the city. With Microsoft 365, there is also the added benefit of a cutting-edge phone system.

October 14, 2025



Exchange Server 2016 entered the Extended Support period on October 13, 2020, five years after its release [1]. The end of extended support, or end of life, for Exchange Server 2016 is planned for **October 14, 2025** [1] [2]. Microsoft will support Exchange 2016 and 2019 until October 14, 2025, and after that, only the next version of Exchange Server will be supported [2]. The next version of Exchange Server will be supported as long as there is substantive market demand [3].

What is Microsoft 365?
(Office Suites)

Microsoft 365 (M365) includes all the Microsoft Office tools we currently use but managed and hosted in the Microsoft cloud.

- Office suite (Word, Excel, Outlook, and PowerPoint)

Along with the tools we are accustomed to using, there are some added features and tools that will enhance how we communicate, collaborate, and share data.

- Microsoft Teams
- OneDrive
- SharePoint



City of Conroe
Information Technology

Microsoft Azure Active Directory (Identity and Access Management)

Microsoft Azure Active Directory (Azure AD) is a cloud-based identity and access management service provided by Microsoft. An Azure AD tenant, received when signing up for Microsoft 365 cloud services, offers key components and features:

- **Users and Groups**: Manage user accounts and groups with role assignments.
- **Single Sign-On (SSO)**: Access multiple applications with one set of credentials.
- **Application Management**: Configure access control for cloud and on-premises applications.
- **Conditional Access**: Enforce security requirements based on specific conditions.
- **Identity Protection**: Detect and address risky sign-in attempts.
- **Azure AD Connect**: Integrate on-premises Active Directory with Azure AD for user synchronization.
- **Azure AD B2B and B2C**: Securely collaborate with external partners or offer identity services to customers.
- **Azure AD Domain Services**: Provide managed domain services without on-premises domain controllers.
- **Reporting and Monitoring**: Access reports and logs for auditing and monitoring.
- **Role-Based Access Control (RBAC)**: Define access control policies based on assigned roles.
- **Azure AD Privileged Identity Management (PIM)**: Manage access to privileged roles.

Azure AD continues to evolve with new functionalities and enhancements for improved identity and access management.

Microsoft 365 G5 Security (Cybersecurity)

Microsoft 365 G5 Security offers advanced security and compliance features for the city. It includes:

- **Defender for Endpoint:** Prevents, detects, and responds to advanced threats on network endpoints.
- **Defender for Office 365:** Protects email, Teams, SharePoint, and OneDrive from advanced threats.
- **Defender for Identity:** Detects and investigates advanced attacks and insider threats.
- **Cloud App Security:** Secures cloud applications with visibility, control, and threat protection.
- **Azure AD Premium P2:** Offers advanced identity and access management capabilities.
- **Azure Information Protection (AIP) P2:** Classifies and protects sensitive data.
- **Information Protection and Governance:** Protects data and manages governance across Microsoft 365.
- **Advanced Threat Analytics (ATA):** Detects and investigates suspicious activities in the network.
- **Compliance Manager:** Assesses compliance posture against industry standards and regulations.
- **Customer Lockbox:** Provides additional control over access to customer data during service operations.

These components evolve over time with Microsoft's updates and enhancements.

Microsoft 365 G5 Compliance (Compliance and Risk Management)

- Microsoft 365 G5 Compliance is a subscription plan by Microsoft offering advanced compliance and risk management features for the city. It includes:
- **Advanced Data Governance:** Classifies and manages data based on sensitivity and compliance requirements.
- **Data Loss Prevention (DLP):** Monitors and protects sensitive data across Microsoft 365 services.
- **Information Protection:** Classifies, labels, and encrypts sensitive data to ensure compliance.
- **Insider Risk Management:** Identifies and mitigates insider threats by monitoring user activities.
- **Communication Compliance:** Monitors and enforces compliance policies for communication channels.
- **eDiscovery:** Searches, identifies, and exports content across Microsoft 365 for legal and compliance purposes.
- **Advanced Audit:** Provides visibility into user and administrator activities across Microsoft 365.
- **Customer Lockbox:** Provides control over access to customer data during service operations.
- **Compliance Manager:** Assesses compliance posture against industry standards and regulations.
- **Service Trust Portal:** Accesses compliance documentation and audit reports.
- These components are regularly updated and enhanced by Microsoft.

What are the costs?

City of Conroe
Information Technology

Currently Budgeted in FY24

Service	Vender	Costs	DIR Contract
Implementation Services	Carahsoft	$204,151	DIR-CPO- 4444
*Microsoft 365 Licenses	SHI	$217,925	DIR-TSO-4092

The Carahsoft contract has been reviewed by purchasing, legal, and InfoTech.

* The Microsoft 365 Licenses are an estimate based on the city employee count. During the implementation project, Carahsoft will work with us to define license requirements. The cost should be at or lower than the estimate.

Once we have the final license costs from SHI, we will present them to the council for approval.

Actions/Recommendations

City of Conroe
Information Technology

- Approve the Microsoft 365 project, which includes approval of the Carahsoft Implementation contract.

Staff Recommends Approval



CITY OF CONROE

INFORMATION TECHNOLOGY

Thank You

Meeting Date: 07/10/2024
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Mike Garner, Interim City Attorney

Workshop

Item Type: Ordinance

Item Type: Ordinance

A. Houser

Joint Meeting: No Joint Meeting

Description

Discuss amending Section 2-31 of the Code of Ordinances with respect to the combination car/cell phone allowance paid to City Council members.

Summary / Recommendation

This proposed amendment to Section 2-31 of the Code of Ordinances will change the way City Council members are paid the currently authorized car and cell phone allowance from a single, combined payment to a separate payment for the car allowance and separate payment for the cell phone allowance.

Attachments

City Council Allowances

CERTIFICATE FOR ORDINANCE

I.

On the ___ day of July, 2024, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke Coon, Mayor; Harry Hardman, Mayor Pro Tem; Council Members David Hairel, Shana Arthur, 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 Ordinance, to-wit:

ORDINANCE NO. ____-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING, CHAPTER 2, SECTION 2-31, COMPENSATION OF MAYOR AND COUNCIL MEMBERS, OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS; EFFECTIVE DATE AND 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 is attached to and follows this Certificate.

SIGNED AND SEALED this ___ day of July, 2024.

_____
Sami H. Quinlan, Asst. City Secretary

ORDINANCE NO. ____-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING, CHAPTER 2, SECTION 2-31, COMPENSATION OF MAYOR AND COUNCIL MEMBERS, OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS; EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, Section 3.04 of the City of Conroe Home Rule Charter provides the Mayor and members of the City Council may receive such pay or compensation, including necessary expenses incurred in the performance of their official duties, as may be prescribed and set by ordinance.

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

Section 1. Section 2-31(e), Code of Ordinances, City of Conroe, Texas is amended by deleting the language in strikeout text and inserting the underlined language to the existing section, to read as follows:

Sec. 2-31. Compensation of mayor and council members.

. . .

(e) The mayor, mayor pro tem, and all other council members ~~shall~~ may be paid a ~~combination car/cell phone allowance of $1,175.00 per month.~~ separate car allowance equal to the standard car allowance payable to eligible employees and a separate Tier 3 cell phone and data allowance. The mayor, mayor pro tem, or a member of city council may individually decline to accept either allowance or both allowances.

Section 3. This ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this ____ day of July, 2024.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
Michael T. Garner, Interim City Attorney

ATTEST:

_____
Sami H. Quinlan, Asst. City Secretary

Meeting Date: 07/10/2024
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 Coon

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).

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).