Mayor
Duke W. Coon

Mayor Pro Tem
Harry Hardman

Council Member, Place 1
David Hairel

Council Member, Place 2
Shana R. Arthur

Council Member, Place 4
Howard Wood

Council Member, Place 5
Marsha Porter

City Administrator
Gary A. Scott

Deputy City Administrator
Nancy S. Mikeska

Assistant City Administrator
Norman McGuire

City Attorney
Michael T. Garner

Interim City Secretary
Sami H. Quinlan

CITY OF CONROE

CITY OF CONROE COUNCIL MEETING AGENDA
CITY HALL, COUNCIL CHAMBERS
300 W. DAVIS, CONROE, TX 77301

CONVENES: MARCH 12, 2025 -- 2:00 P.M.
RECONVENES: MARCH 13, 2025 -- 6:00 P.M.

CALL TO ORDER

ROLL CALL

CITIZEN INQUIRIES -- NOT TO EXCEED 30 MINUTES

Citizen Inquiries are limited to 3 minutes per person. Speakers are limited to addressing only topics on the current agenda. The Citizen Inquiry Form is available on the table outside of the Council Chambers and must be completed and given to the Police Officer prior to the beginning of the meeting. Persons turning in incomplete Citizen Inquiry Forms will not be called upon to speak.

WORK SESSION

1. Administrative Update
   N. Mikeska

2. Discuss appeals and waivers to denials of an exemption from the City of Conroe's temporary moratorium on development.
   N. McGuire

3. Foster Rd. Expansion Update
   Councilman Wood and N. McGuire

4. Discuss additional funds for Water Well 5 rehab.
   N. McGuire

5. Discuss bid award for 400 HP motor pump.
   N. McGuire

6. Discuss odor control curtain enclosure for Conroe Central Wastewater Treatment Plant.
   N. McGuire

7. Discuss the design proposal from Iteris for the Fiber Connectivity Project that has Congressional funding.
   N. McGuire

8. Discuss the construction material testing proposal from Geoscience.
   N. McGuire

9. Discuss a Resolution authorizing the application and acceptance of the FY 25/26 Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant.
   P. Sims

10. Presentation on Archery Tournament and Course.
    N. Mikeska

11. Presentation on Downtown Ranger Program.
    N. Mikeska

12. Discuss a Petition consenting to the annexation of 55.55 acres of land, more or less, into the boundaries of the East Montgomery County Utility District No. 3.
    N. Mikeska

13. Discuss a Resolution supporting special legislation for the creation of Montgomery County Municipal District (MUD) No. 263, an In-City MUD, and authorize the Mayor to sign support letter.
    N. Mikeska

14. Discuss a Resolution City of Conroe's casting 170 votes for Montgomery Central Appraisal District's Board of Directors.
    M. Garner

15. Discuss the consolidation of the work session agenda with the action agenda, to be held on one day, twice a month, on the second and fourth Thursdays of the month.
    Mayor and Council

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 relating to:

16. *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 and governing documents of the Conroe Local Government Corporation (Sec.551.071).
    *Legal advice concerning pending litigation in Docket No. 24-08-11842. (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

CITIZEN PARTICIPATION - NOT TO EXCEED 30 MINUTES

Citizen Participation comments are limited to 3 minutes per person. Speakers are permitted to make comments or address concerns regarding matters related to city business or affairs that are in the scope of the authority of the City Council. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the speaker. The Citizen Participation Form is available on the table outside of the Council Chambers. It must be completed and given to the Police Officer prior to the beginning of the meeting. Persons turning in incomplete Citizen Participation Forms will not be called upon to speak.

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

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.

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Other

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

Description
Discuss appeals and waivers to denials of an exemption from the City of Conroe's temporary moratorium on development.

Summary / Recommendation
Discuss appeals and waivers to denial of an exemption from the City of Conroe's temporary moratorium on development.

CITY OF CONROE

Workshop

Item Type: Presentation

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

N. McGuire

Joint Meeting: No Joint Meeting

Description
Discuss additional funds for Water Well 5 rehab.

Summary/Recommendation
After a survey was performed, it was determined that further jetting would be needed to clear the debris from the well casing. Staff recommends additional funds for PO 25-01125 in the amount of $105,992.00 to Weisinger Inc.

1. Is the request necessary?
Yes

2. Why was the item not budgeted in the normal budget process?
Not known at the time.

3. Why can a transfer not be made within the department?
No funds available.

Source of Funds & Amount of Amendment Needed:

Reserves: $105,992.00	Grants: $
Bond Proceeds: $	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	$105.992.00					$105,992.00
Total	**$105,992.00**	**$**	**$**	**$**	**$**	**$105,992.00**
Net Impact	**$105,992.00**	**$**	**$**	**$**	**$**	**$105,992.00**

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

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

Fiscal Impact

Expenditure Amount: $105,992.00
Revenue Amount:
Account Number: 002-2820-9030
Budget Amendment Required Y/N: Y
Financial Review Complete:
Financial Review Notes:

Attachments

Weisinger Quote

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

February 26, 2025

City of Conroe
P.O. Box 3066
Conroe, TX 77305

Attn: Daniel Roberts

Ref: Water Well No. 05 Recommendations

Mr. Roberts:

A television survey was also performed on Water Well No. 5. Please see the findings below.

A TV Survey was performed on 02/25/2025 to investigate conditions of the well after successfully fishing out the airline in the well. The static water level was 408' and the total depth viewed was 907'. Reviewing the survey video revealed mild scale build-up at 106' onward. Based on records the well depth is 1270 ft with the top of the first screen at 910', indicating 353 ft of fill in the well, with the majority of the screen section submerged in fill. Our recommendations at this time are to attempt to clear the fill/debris by jetting over the top, resurvey the well, and present a report of our findings. Further recommendations will be presented upon the completion of the jetting operations.

Well Rehabilitation

- Haul work pipe, air compressor, and ancillary equipment necessary for jetting operations
- Service rig and crew to jet fill/debris from the well
  (Based on 100 hours of jetting operations, add or subtract $915.00/Hr. for any jetting operations conducted that differ from the 100 hours initially estimated)
- Resurvey the well and present report of findings

Total of Scope of Services Outlined Above $105,992.00

Notes:
1. **Quote is based on 100 hours of jetting, any additional or less hours will be added or deducted at a rate of $915.00/hour**
2. **During the jetting process, the fill level is monitored at regular intervals. If fill continuously enters the well at any time, the jetting operations will be stopped, and the City will be informed.**
3. **The quote is based on using water available on-site for jetting.**

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

Sincerely,

Charlie Liesberger

CITY OF CONROE
300 W. Davis St.
P.O. Box 3066
Conroe, TX 77305-3066
(936) 522-3000

PURCHASE ORDER

PO Number: 25-01125 **Date:** 11/19/2024

Request #: REQ15449 **Vendor #:** 00447

ISSUED TO: WEISINGER INCORPORATED
18150 I-45 NORTH
WILLIS, TX 77318-

SHIP TO: CITY OF CONROE - DEAN TOWERY SERVIC
Attn:PURCHASING WAREHOUSE
401 SGT ED HOLCOMB BLVD S.
Conroe, TX 77304

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	WATER WELL 5 REHAB		002-2820-9030		0.00	274,430.00

This Purchase Order constitutes a legal contract to buy products or services.
The seller agrees this purchase cannot exceed the total stated amount below.

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	274,430.00

Authorized by: Teri Lynn Hatch **Date:** 11-19-24

1. Original invoice plus one copy must be sent to: City of Conroe, 300 W Davis St, PO Box 3066, Conroe, TX 77305-3066.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from federal excise and state tax - ID# 74-6000555

CITY OF CONROE

Workshop

Item Type: Bid Award

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

N. McGuire

Joint Meeting: No Joint Meeting

Description
Discuss bid award for 400 HP motor pump.

Summary / Recommendation
This bid award will be for the purchase of a spare motor pump for water well. Bids were received on February 27, 2025. Staff recommends to award to the low bid Lufkin Armature in the amount of $64,776.00.

Fiscal Impact

Expenditure Amount:	$64,776.00
Revenue Amount:	
Account Number:	508-8040-9030 I54
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Lufkin bid award

Purchasing

CITY OF CONROE

Est. 1904

TO: Daniel Roberts - Water and Sewer Superintendent
Jennifer Gilmore - Public Works Administrative Assistant

FROM: Teri-Lynn Hatch – Senior Buyer

CC: Norman McGuire, Assistant City Administrator/Director of Public Works
Kristina Colville, CPPO, CPPB, Assistant Director of Purchasing

DATE: February 28, 2025

RE: Vendor Recommendation – 0227-2025 400 HP Motor Pump

Council Approval: **X** Yes _____ No

Bids were successfully received on February 27, 2025. The Purchasing and Public Works staff reviewed the responses compared pricing.

The following vendors responded to the request:

Lufkin Armature	$64,776.00
Nassau Trading Inc.	$76,147.00
Weisinger Inc.	$79,238.00

After careful consideration, staff recommendation for the low bid is awarded to:

Lufkin Armature in the amount of $64,776.00

2024-2025 400 HP Pump Tabulation	QUANTITY	Lufkin Armature	Nassau Trading Inc	Weisinger Inc	
400HP 1800RPM, 5807P Frame 460 Volt Vertical Hallow Shaft Titun US Motor		$ 64,776.00	$ 76,147.00	$ 79,238.00	
Total		$ 64,776.00	$ 76,147.00	$ 79,238.00	$ -

CITY OF CONROE

PROJECT OVERVIEW/ SCOPE

The City of Conroe is requesting bids for a New 400HP, 1800 RPM, 5807P Frame, 460 Volt, Vertical Hollow Shaft, TITAN US Motor.

CONTRACT

A contract in the form of a purchase order will be issued.

WARRANTIES

List any warranties for parts:

24 Months Installed
30 Months Manufactured

Name of Vendor: Lufkin Armature

Federal ID Number: 75 1325910

A Corporation of the State of: Texas

Telephone Number: 936-632-6607

Email: john@lufkinelectric.com

Website: _____

Mailing Address: 2300 N Timberland Dr.

City/State/Zip: Lufkin TX 75901

Authorized Signature: [signature]

Printed Name: John Worley

Note: Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing this bid, each bidder is expected to include in his base bid the cost of the items so specified.

PRICING SHEET

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	BEST DELIVERY DATE
1	1 or MORE	New 400HP, 1800 RPM, 5807P Frame, 460 Volt, Vertical Hollow Shaft, **TITAN US Motor.**	64,776	14 Weeks

TERMS, CONDITIONS AND CLAUSES

Lufkin Armature Works, Inc.

2300 N. Timberland Dr.
Lufkin, TX 75901

Estimate

Date	Estimate #
1/8/2025	907165

Name / Address
CITY OF CONROE PO BOX 3066 CONROE, TX 77305 ATTN: PUBLIC WORKS

P.O. No.	Terms	Rep	FOB	Project
	30 Days	IH		

Description	Cost	Class	Total
NIDEC 400 HP 1800 RPM 5807P TEFC 2-3/16" Coupling 14 Week Lead Time PPA/Lufkin	64,776.00		64,776.00

Subtotal	$64,776.00
Sales Tax (8.25%)	$0.00
Total	$64,776.00

Signature _____

D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.

E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Bid.

Lufkin Armature
(Company Name)

2300 North Timberland Dr.
(Street Address / P.O. Box)

Lufkin TX 75901
(City / State / Zip Code)

936-632-6607
(Phone)

John Worley
(Name of Authorized Agent – Printed)

(Authorized Agent Signature)

2/28/25
(Date)

CITY OF CONROE

Est. 1904

City of Conroe
401 Sgt. Ed Holcomb Blvd S.
Conroe, Texas 77304

ADDENDUM NO. 1
DATE ISSUED: 2/06/2025

PROJECT NAME: 400 HP Pump for Public Works

This revision shall be considered part of the contract documents for the above-named project and shall be incorporated integrally with the previously issued documents. Wherein provisions of the revisions differ from the provisions of the original documents and/or the provisions of the previously issued addendum, the provisions of this revision shall govern and take precedence.

See attached Submittal 57 – Complete spec and drawings of proposed motor.

By the signature affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above-referenced solicitation.

ACKNOWLEDGED: _____

Authorized Signature: John Worley

Printed Name: John Worley

Respondent/Contractor: _____

Date: 2/28/25

Kristina Colville, Assistant Director of Purchasing

CITY OF CONROE

Workshop

Item Type: Bid Award

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss odor control curtain enclosure for Conroe Central Wastewater Treatment Plant.

Summary / Recommendation

Only bid was received on February 20, 2025. Staff has met with vendor and recommends awarding to Johnson Equipment in the amount of $79,967.00.

Fiscal Impact

Expenditure Amount:	$79,967.00
Revenue Amount:	
Account Number:	501-8050-9030-975
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Johnson Equipment Bid Award

Purchasing

CITY OF CONROE

Est. 1904

TO: Steven Huhn – WWTP Operator PW-QC
Jennifer Gilmore - Public Works Administrative Assistant

FROM: Teri-Lynn Hatch, Senior Buyer

CC: Norman McGuire, Assistant City Administrator/Director of Public Works
Kristina Colville, CPPO, CPPB, Assistant Director of Purchasing

DATE: February 24, 2025

RE: Vendor Recommendation – Odor Control Curtain Enclosure

Council Approval: _X_ Yes _____ No

The Odor Control Curtain Enclosure Bid was opened on February 20, 2025. The Purchasing department and Public Works staff reviewed the single response.

Bid Details:

- **Vendor**: Johnson Equipment
- **Bid Amount**: $79,967.00

After thorough consideration, we recommend awarding this bid to Johnson Equipment. They were the only respondent who attended the pre-bid meeting, took the necessary measurements, and submitted a complete bid. Given that Johnson Equipment met all requirements and was the sole bidder, we believe their proposal represents the best option for moving forward with this project.

2024-2025 Odor Control Curtain Tabulation	QUANTITY	Johnson Equipment			
Curtain, Frames and supplies		$ 76,967.00			
Total		$ 76,967.00	$ -	$ -	$ -

vendor registry powered by mdf commerce

Submissions

Online file submissions and itemized price submissions

Sealed Solicitation Details | Notify | Recruit | Pre-Solicitation Sign-up | Add Note | Questions | Submissions | Analytics

OPEN SUBMISSIONS

Solicitation Name: Odor Control Enclosure for Conroe Central Waste Water Treatment Plant
Deadline: 2/20/2025 2:00 PM
Opening Date: 2/20/2025 2:12 PM
Opened By: Stephanie Ramirez

INVITATION FOR BIDS

CITY OF CONROE BID #0220-2025

CWWTP ODOR CONTROL ENCLOSURE

CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305

RESPONSES DUE FEBRUARY 20, 2025 BY 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive Bids, electronically through Vendor registry or delivered manually, in **duplicate**. The bids shall be appropriately marked **"BID 0220-2025 CWWTP ODOR CONTROL ENCLOSURE"** and delivered to the Purchasing Department, 401 Sgt. Ed Holcomb Blvd. S., Conroe Texas 77304 no later than 2:00 PM on February 20, 2025.

There will be a pre-bid meeting on Wednesday February 12, 2025 at 9:00 AM, located at the Conroe Central Wastewater Plant, 1890 Ed Kharbat Drive, Conroe Texas 77301.

Specifications and Bid documents may be reviewed and downloaded online at www.cityofconroe.org, Department - Purchasing or Vendor Registry. Questions concerning this bid shall also be submitted on Vendor Registry.

No Bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to Local Government Code the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the bid. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC: February 3, 2025

February 10, 2025

CITY OF CONROE, TEXAS

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe is requesting bids for Odor Control Enclosure for Conroe Central Waste Water Treatment Plant located at 1890 Ed Kharbat Drive, Conroe 77301.

SPECIFICATION / SCOPE OF WORK/PRICING

Curtain to enclose the headworks structure at a wastewater treatment facility with tarp or curtain material. Any mounting material or anything made of metal will need to be stainless steel as this is a corrosive environment. The idea for the project is to contain any sewer smell to this area so the curtain will need to be anchored down to prevent the wind from blowing them around.

- The fume control curtains must be designed to form a wall, which will completely surround the equipment and source of the fumes.
- Slide system must be integrated at the top of the partitions to allow employees the ability to roll or slide the fume control curtains out of the way for accessibility when not needed.
- The fumes and the odors need be kept confined to the area where they originate.
- Curtains need to form a one-sided wall which is almost air tight from the floor to the ceiling even if there are obstructions on the ceiling structures that might be in the way.

PRE-BID MEETING

Location: Conroe Central Waste Water Treatment Plant
1890 Ed Kharbat Drive, Conroe 77301

Date: Wednesday, February 12, 2025

Time: 9:00AM

CONTRACT

A contract in the form of a purchase order will be issued.

WARRANTIES

List any warranties for parts:

_____

_____

_____

Name of Vendor: Johnson Equipment Company

Federal ID Number: 75-1228888

A Corporation of the State of: Texas

Telephone Number: 972-661-9822

Email: contracts@jequip.com

Website: www.jequip.com

Mailing Address: 4674 Olin Rd.

City/State/Zip: Dallas, Tx 75244

Authorized Signature: Chris Hammons

Printed Name: Chris Hammons

CITY OF CONROE PURCHASING DEPARTMENT

Length and Height	Area	QTY	Pricing	Total
4 FT x 21 FT	Left Front Side			$
15 FT x 21 FT	Front of Bin			$
5 FT x 21 FT	Right Front Side			$
13 FT x 21 FT	Right Side by Bin			$
14 FT x 13.5 FT	Further Right Side			$
5 FT x 13.5 FT	Small Back Side			$
15 FT x 13.5 FT	Back Side Bin			$
4 FT x 10 FT	Small Back Side			$
Stainless Steel Frame or Mounting supplies				$
Labor				$
Shipping				$
			TOTAL	$

Company Name Johnson Equipment Company







TERMS, CONDITIONS AND CLAUSES

1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder/s who provides the goods and services at the best value for the City.

2.0 **Questions and Inquires** -Bidder's desiring further information or interpretation must request such information in the questions section of Vendor Registry.

3.0 **Submission of Bids** - Submit electronically through Vendor Registry or deliver one original and one copy to the Purchasing Department.

Contact: Purchasing Department
Teri-Lynn Hatch – Buyer II Warehouse Supervisor
401 Sgt. Ed Holcomb Blvd. S.
Conroe, TX. 77304

4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

7.0 **Materials and Services -** The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

8.0 **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, Bidder 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.

9.0 **NA**

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

11.0 **NA**

12.0 **NA**

13.0 **NA**

14.0 **NA**

15.0 **NA**

16.0 **Dealings with Public Servants Affirmation** - Bidder 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.

17.0 **Debts and Delinquencies Affirmation** - Bidder 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.

18.0 **NA**

19.0 **Dispute Resolution (General)** - 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.

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

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

22.0 **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.

23.0 **Excluded Parties:** - Bidder 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

24.0 **NA**

25.0 **NA**

26.0 **Foreign Terrorist Organizations** - Bidder 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.

27.0 **Firearm Entities and Trade Associations Discrimination** - If Bidder is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bidder 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 Bidder does not make that verification, Bidder must so indicate in its Response and state why the verification is not required.

28.0 **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 Agency.

29.0 **NA**

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

31.0 **No Conflict of Interest -** Bidder 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.

32.0 **NA**

33.0 **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, Bidder 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.

34.0 **Signature Authority** - By submitting the Response, Bidder 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 Bidder and to bind the Bidder under any contract that may result from the submission of this Response.

35.0 **NA**

36.0 **Suspension and Debarment** - Bidder 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.

37.0 **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.

38.0 **NA**

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

40.0 **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.

41.0 **Disclosure of Interested Parties** - Bidder represents and warrants that if selected for award of a contract as a result of the Solicitation, Bidder 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.

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

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

44.0 **Force Majeure** - Neither Bidder 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.

45.0 **Immigration** - Bidder 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.

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

47.0 **Legal and regulatory actions -** Bidder 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 Bidder 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 Bidder's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Bidder is unable to make the preceding representation and warranty, then Bidder 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 Bidder's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Bidder represents and warrants that it shall notify Agency 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 Agency shall constitute breach of contract and may result in immediate termination of the contract

48.0 **Limitation on Authority** - Bidder 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. Bidder may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

49.0 **Lobbying Prohibition** - Bidder represents and warrants that City's payments to Bidder and Bidder'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.

50.0 **NA**

51.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.

52.0 **NA**

53.0 **NA**

54.0 **Refund** - Bidder will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.

55.0 **NA**

56.0 **NA**.

57.0 **NA**

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

59.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Bidder shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

60.0 **Insurance Requirements:**

NO BID WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Bidder shall procure and maintain, at its expense, during the term of this bid, 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 Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

61.0 **NA**

62.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder 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 Bidder.

63.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.

64.0 **Unit Prices** - The unit price of each of the bid items in the bid proposal shall include it pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

65.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.

66.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

67.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.

68.0 **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 to be prepared by the PARKS SUPERINTENDENT for execution by the OWNER and the BIDDER. 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 BIDDER for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the BIDDER for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or
Method (B) - By agreed lump sum; or
Method (C) - Actual field cost of the work, plus fifteen (15) percent.

69.0 **Payment -** The City Staff shall review all Bidders' application for payment and supporting data to determine the amount owed to the Bidder. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

70.0 **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.

71.0 NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and sent to each person having a bid package.

72.0 **Bid Agreement and Certification:**

The Undersigned Agrees That:

A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.

C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.

E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Bid.

Johnson Equipment Company	Chris Hammons
(Company Name)	(Name of Authorized Agent – Printed)
4674 Olin Rd.	Chris Hammons
(Street Address / P.O. Box)	(Authorized Agent Signature)
Dallas, Tx 75244	2/27/2025
(City / State / Zip Code)	(Date)
972-661-9822	
(Phone)	

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

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

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

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 goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Carol Tarbert
Regional Sales Manager
ctarbert@jequip.com
+1 7134163043
www.jequip.com

Quote Description:
Zoneworks Curtain Enclosure Budgetary Quote
Stainless Steel Option

QUOTE: QT-572062 01/15/2025

PREPARED FOR:
City Of Conroe Wastewater Division
1890 Ed Kharbat Drive
Conroe, Texas 77301, United States

Steven Huhn

SEND PURCHASE ORDER TO:
Johnson Equipment Company
11606 Bammel North Houston Road
Houston, Texas 77066, United States
713-856-6000
Carol Tarbert
ctarbert@jequip.com
+1 7134163043 (mobile)

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	SCL-SPECIAL SCL Stationary Non-Insulated Curtain Wall 18oz Gray FR vinyl fabric	1	$28,892.00	$28,892.00
2	MSL 10x10 Strip Doors & 304 Stainless Frames 101412ML	1	$42,600.00	$42,600.00
3	72800046 TAPE,TYPE B,3"X30'ROLL	5	$170.00	$850.00
4	MSL Scissor Lift Rental/Usage	1	$1,750.00	$1,750.00
5	71100016 STEEL,ANG,SS,1/8X2X2X10'	13	$221.15	$2,875.00

Freight and Handling	Included
Installation	Included
Tax	ADD
TOTAL	$ 76,967.00

Quote Summary:

Quote is valid for 30 days. Thank you for your business!

Carol Tarbert
Regional Sales Manager
ctarbert@jequip.com
+1 7134163043
www.jequip.com

Quote Description:
Zoneworks Curtain Enclosure Budgetary Quote
Stainless Steel Option

Labor and materials needed to install a curtain wall enclosure around the existing wastewater treatment area by the hill to control odors. Includes Installation of two 10x10 self standing frames and strip doors in the East and West ''walls'' in front of the dumpster for dumpster roll of access.

The SCL curtain includes wind stationary T&H connections to sustain hold in normal wind conditions.

L1- SCL stationary non-insulated curtain wall system, 18oz GRAY FR vinyl fabric.

Curtain sizes as follows:

Curtain A: 29'-0"W x 21'-0"H

Curtain B: 44'-0"W x 21'-0"H

Curtain C: 29'-0"W x 21'-0"H

Curtains to include fabric corner/wall/tee connectors as required by layout.

No filler curtains included.

Field cut-outs for existing piping included by JECO during installation.

Curtains supplied in nominal 5'W panels, with hook/loop closure strips along each vertical edge for field joining. Hemmed top edge for mounting with self-drill/tap screws and fender washers (by others). Curtains include 8''H integral trimmable bottom sweeps, same fabric and color as main curtain cover fabric.

****Curtains A, B & C to include 24''H vision starting at 48'' AFF.****

SCL quoted for odor control app.

L2 - OPTION INCLUDED AL- Y-T&H overlap connections throughout to resist separating due to wind pressure or other applied pressure. List price adder for curtains A, B & C.**

Note: Interior or exterior applied curtains with potential for applied pressure should be backed with wind resistant structure to the extent that no more than about 100 SF of curtain would be unsupported between structure members (usually dock level to roof structure. Channel or tube (by others). Curtain will need to be fastened to structure on approx. 15'' centers throughout using std. curtain mounting hardware (1/4''x1 1/4'' HWH self-drill/tap screws & fender washers).

Notes:

- The pricing on this quote is quoted in United States Dollars.

- **Reviewing compliance of R-value requirements with local, city and state building codes involved with any project is the responsibility of the Rite-Hite sales representative when applicable.**

- Stainless angle is required p/n 71100016 (2"x2"x1/8" Stainless steel angle x 10'-0" lengths) for bottom of curtain attachment to concrete grade/floor.

- Std. vinyl curtains, use 3''W x 30'-0''L rolls of Type B vinyl patch tape p/n 72800046 (included)

- Std. Vinyl FR curtain color choices are blue, white, green, gray, tan, yellow, red & black. (Yellow, red & black could be subject to additional lead time). **GRAY QUOTED.**

Approx. stationary curtain weights: SCL & SCW = 0.13#/sf, TZ15 = 0.35/sf, TZ35 = 0.44#/sf, TZ40+ = 0.88#/sf, SZ = 1.35#/sf, SZ2 = 0.44#/sf. Contact factory for all others.

Two (2) 10 x 10 Strip Doors with frames. Strip CUrtain overlap to 100% instead of 2/3^{rds}. to add weight to the door.

Below is the Stainless steel Bracket – the 1st is ''push on'' type, the 2nd is plate & nut style. No difference in price.

101412ML, 304 Stainless Steel Frames --Two (2) Options

Carol Tarbert
Regional Sales Manager
ctarbert@jequip.com
+1 7134163043
www.jequip.com

Quote Description:
Zoneworks Curtain Enclosure Budgetary Quote
Stainless Steel Option

L2: 304 stainless steel frame for 10'-0"W x 10'-0"H strip door (strip door by others). 5" square stainless-steel tube, 1/2" stainless steel floor anchor plates. Welded construction. Field welded assembly. *Frame is std. painted steel tube design with open tube ends & std. welds. **DOES NOT** include sanitary welds, nor capped tube ends & may not meet stringent wash-down requirements. **DEDUCT OF $1550.00 FOR L2**

L3: Alternate to L2 Stand-alone tubular, 304 stainless steel frame for 10'-0"W x 10'-0"H strip door (strip door by others). 5" square stainless-steel tube, 1/2" stainless steel floor anchor plates. Welded construction. *Frame is designed to meet stringent wash-down requirements (no harborage). Tube ends are capped & all welds are sanitary welds, etched to remove burn marks. Std. weld practices applied to remove high spots, weld splatter, etc.. Three-piece design. Sanitary field welded assembly required. **THIS OPTION IS PRICED**

Labor and lift rentals for installation included.Freight estimated.

LINE	PRODUCT DESCRIPTION
1	SCL-SPECIAL SCL Stationary Non-Insulated Curtain Wall 18oz Gray FR vinyl fabric

REFERENCE LINKS

How to Survey Zoneworks Stationary Curtains
Zoneworks SCL Sell/Spec Sheet
Zoneworks Video

zoneworks®

BY RITEHITE®

SCL Fabric Curtain Walls

- Divide spaces to suit requirements of various functional areas
- Control dust, fumes, and odors
- Provide privacy or increase visual separation
- Improve area aesthetics
- Create interior storage areas
- Conserve or recapture vital floor space



800-456-0600 | www.ritehite.com

RITEHITE®
ALWAYS LOOKING AHEAD

SCL Fabric Curtain Walls



Easily transform any space into smaller, separate zones

Constructed of industrial fabric, Zoneworks® SCL Curtain Walls are custom-designed and available in stationary or sliding configurations to suit a wide variety of applications.

High-durability construction

18-ounce vinyl fabric is fire retardant and meets NFPA-701 standards. Flexible bottom sweep seals against floor. Galvanized T-880 track and hangers with two-wheel trolleys are provided for the SCL Sliding Curtain Wall design.

Easy installation

SCL Curtain Walls suspend easily from ceiling joists or roof deck. Custom engineering ensures proper fit around corners and obstructions.

Compatible with all doors

Any door type can be incorporated into the design of a stationary SCL Curtain Wall. If desired, door framing can be designed into most applications.

Available options

- Sliding design
- Chain-weighted bottom pocket
- Clear vision panels
- Wash-down design options
- Fabric head curtain
- Stand alone mounting frames

Zoneworks Warranty

Zoneworks products come with a 12-month money-back guarantee of customer satisfaction and 5 year parts and workmanship warranty.

Note: Retrofit installation of any full height wall or curtain to an existing building may necessitate re-configuration or expansion of building fire suppression sprinkler system to maintain code compliance. It is the responsibility of the end user to consult with their insurer and/or local fire officials prior to installation of any retrofit curtains or walls.





RITEHITE®
ALWAYS LOOKING AHEAD

R23SCLSS0209H2

Milwaukee, Wisconsin, USA
www.ritehite.com
P 414-355-2600 (800-456-0600)
F 414-355-9248

Rite-Hite® and Zoneworks® are trademarks of Rite-Hite Holding Corporation. Rite-Hite products may be covered by one or more U.S. patents with other U.S. and foreign patents pending. Patent coverage: www.ritehite.com/patents. The information herein is provided as a general reference only regarding the use of the applicable products. The specifications stated here are subject to change. Manufactured by Rite-Hite Environmental Enclosure Corporation.

LINE	PRODUCT DESCRIPTION
1	SCL-SPECIAL SCL Stationary Non-Insulated Curtain Wall 18oz Gray FR vinyl fabric

REFERENCE LINKS

How to Survey Zoneworks Stationary Curtains
Zoneworks SCL Sell/Spec Sheet
Zoneworks Video

PRODUCT SPECIFICATION
SCL STATIONARY CURTAIN WALL

Product Application

- Provides indoor/outdoor area separation, privacy and airflow barrier.
  - Separation of work areas – privacy, confidentiality, etc.
  - Dust/debris/fume control
  - Closure of interior openings
  - Other applications upon engineering review
- Operating temperature range without vision: -30˚F to 180˚F
- Operating temperature range with vision: -30˚F to 150˚F

Product Design

- Curtain – 18 oz/sq yd FR vinyl fabric
  - NFPA-701 and CF

Product Construction

- 5’ wide panels to 39’ AFF total height
  - Two-piece vertical panels over 39’ AFF total height (“Y” Touch & Hold field joint)
- Overlapping vertical Touch & Hold panel-to-panel connections
  - Optional “Y” Touch & Hold panel-to panel connections
- Two needle lock stitching on all sewn joints and attachments
- All seam terminations back tacked
- Double fabric layer panel top for panel support
  - Designed for field trimming or folding to accommodate roof pitch
- 9” high integral base fabric sweep (can be field trimmed)
- Panels designed for field trimming around obstacles and penetrations
- Low temp adhesive backed patch tape provided for sealing field cuts
- Submittal/Approval/Installation drawings supplied with each order
- SCL product weight: 0.125# per SQFT

Available Product Options

- Clear PVC Vision Panels (20 mil) – full panel width or window (51” max. height)
- 2/0 zinc plated chain weight in curtain panel bottom pocket (1” AFF)
- Overhead filler panels (for separate curtains above and below bar joists or trusses)
- Strip Doors (low temp PVC, stationary or swivel mount hardware, by others)
- Strip door frames (stand-alone – 4”x4” sq tube, painted black, floor plate mount)
- High speed door frames (stand- alone – 4”x4” sq tube, painted black, gusseted floor plate mount)
- Stand- alone mounting frames for flexible walls (contact Zoneworks representative for design details)
- Flexible wall - support hanger
  - 2”x2”x1/8” ASTM A36 galvanized angle

Rite-Hite Environmental Enclosures Corporation
8900 North Arbon Drive Milwaukee, WI 53223
1.800.553.4834
Rev 2 - July 2022

Application Note: Retrofit installation of any full height wall or curtain to an existing building may necessitate re-configuration or expansion of building fire suppression sprinkler system to maintain code compliance. It is the responsibility of the end user to consult with their insurer and/or local fire officials prior to installation of any retrofit curtains or walls.

Carol Tarbert
Regional Sales Manager

ctarbert@jequip.com
+1 7134163043

www.jequip.com
11606 Bammel North Houston Road
Houston, Texas 77066
United States

TERMS AND CONDITIONS

Standard Terms:

- Standard Remarks: Unless otherwise specified in writing:
- Proposal price predicated on current steel costs as of the date of this proposal. Variance in steel price could effect product pricing depending on timing of order placement. Verification of pricing required before order placement.
- PAYMENTS: Net invoices will be paid within 30 days after the date of invoice or 30 days after date of delivery of goods conforming to this order, whichever occurs last.
- Prices are based on installation of equipment during normal business hours and normal business week(M-F) and based on all equipment being installed on same trip with driveway approach poured prior to start of installation.
- All permits are excluded from scope of work and pricing. All permits or authorizations necessary are by others.
- All prices for installation are for mechanical installation only. All wire, wiring, conduit, electrical hookup, including control wiring, by other unless specified above.
- Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel. If union labor is required additional charges will apply.
- Offloading of equipment at time of delivery is the responsibility of others.
- Pricing does not include Payment and/or Performance Bond unless otherwise stated.

Proposal Acceptance

I have read and agree to the terms and conditions ☐

Name: _____ Title: _____

Date Signed: _____ PO#: _____

Signature: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2025

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
1307 E. Ennis Ave.
Ennis TX 78946

CONTACT NAME: DeAnna Biehle
PHONE (A/C, No, Ext): 817-900-9925 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: DBiehle@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Aspen American Insurance Company	43460
INSURER B : The Hanover Insurance Company	22292
INSURER C : Federal Insurance Company	20281
INSURER D : National Union Fire Insurance Company Of Pittsburg	19445
INSURER E : Great Northern Insurance Company	20303
INSURER F : Granite State Insurance Company	23809

INSURED JOHNEQU-01
Johnson Equipment Company
4674 Olin Rd.
Dallas TX 75244

COVERAGES **CERTIFICATE NUMBER:** 637734025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			3606-92-35 HOU	6/30/2024	6/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			250-78-28	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C A	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5671-64-30 CX00HVQ24	6/30/2024 6/30/2024	6/30/2025 6/30/2025	EACH OCCURRENCE AGGREGATE Excess Liab: Each/Agg	$ 5,000,000 $ 5,000,000 $ 10,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 048-24-0266	6/30/2024	6/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E C B	Installation Floater *** Leased/Rented Equipment Crime/Fidelity Policy			3606-92-35 HOU 0671-64-53 WUC LHDH354526	6/30/2024 6/30/2024 6/30/2024	6/30/2025 6/30/2025 6/30/2025	Blanket Coverage Limit: Limit:	750,000*** 100,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability and Pollution Liability:
Policy No. ENP0006440-04
Effective 6/30/2024 - 6/30/2025
Carrier: Lloyd's
Limit: $2,000,000
Retention: $25,000
Mold is included within the Pollution Liability with no sublimit.
No Water Intrusion Exclusion attached to Pollution policy.
See Attached...

CERTIFICATE HOLDER

City of Conroe
P.O. BOX 3066
Conroe TX 77305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: JOHNEQU-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Johnson Equipment Company 4674 Olin Rd. Dallas TX 75244
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

***Installation Floater includes coverage:
Any one location: $750,000
In Transit $750,000
Temporary location: $750,000
$1,000 Deductible

The General Liability and Automobile Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status (General Liability AI status includes completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Worker's Compensation policies include a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder requires it.

The General Liability and Automobile Liability polices include a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers' Compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days advance notice if the policy is canceled by company other than for nonpayment of premium. Notice is sent to certificate holders with e-mail addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured request cancellation.

XCU is not excluded from the General Liability policy. There is no contractual liability exclusion on the General Liability policy.

Excess/Umbrella follows form over the general liability, auto, and employers liability policies.

This is to confirm there are no modifications to the ISO CG 00 01 04 13 (or equivalent) to the following Employers Liability language: “This exclusion does not apply to the liability assumed by the insured under an insured contract.”

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CHUBB® **Chubb Commercial Excess And Umbrella Insurance**

Declarations

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address
JOHNSON EQUIPMENT COMPANY
PO BOX 802009
DALLAS, TX 75380

Policy Number 5671-64-30

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of *INDIANA*

Producer No. IT5845 / 0082788

Producer HIGGINBOTHAM INSURANCE AGENCY INC
PO BOX 908
FORT WORTH, TX 76101-0000

Policy Period

From: JUNE 30, 2024 To: JUNE 30, 2025
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium

$203,366.00

Limits Of Insurance

Excess Coverage Other Aggregate Limit (as applicable)	$5,000,000
Umbrella Coverages Aggregate Limit	$5,000,000
Products Completed Operations Aggregate Limit	$5,000,000
Advertising Injury and Personal Injury Aggregate Limit	$5,000,000
Each Occurrence Limit	$5,000,000

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY

Secretary

Michelle McLaughlin
President

Authorized Representative

Date July 10, 2024

Chubb. Insured.℠

Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: JUNE 30, 2024

Policy Number: 5671-64-30

Insured: JOHNSON EQUIPMENT COMPANY

Description		***Limits***	
Employers Liability			
Insurer:	COMMERCE AND INDUSTRY INSURANCE COMPANY		
Policy No.:	WC 048-24-0266	*Coverage B - Employer's Liability*	
Policy Period:	06/30/2024	*Bodily Injury By Accident*	
to:	06/30/2025	$1,000,000	*Each Accident*
		Bodily Injury By Disease	
		$1,000,000	*Policy Limit*
		$1,000,000	*Each Employee*
Commercial General Liability			
Insurer:	GREAT NORTHERN INSURANCE COMPANY		
Policy No.:	3606-92-35	$1,000,000	*Each Occurrence*
Policy Period:	06/30/2024	$2,000,000	*General Aggregate*
to:	06/30/2025	$2,000,000	*Products/Completed Operations Aggregate*
Occurrence		$1,000,000	*Personal and Advertising Injury (aggregate when applicable)*
Automobile Liability			
Insurer:	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.		
Policy No.:	2507828	$1,000,000	*Each Accident*
Policy Period:	06/30/2024		
to:	06/30/2025		

Schedule Of Underlying Insurance

Effective Date: JUNE 30, 2024

Policy Number: 5671-64-30

Insured: JOHNSON EQUIPMENT COMPANY

Description		***Limits***	
Employee Benefits Liability			
Insurer:	GREAT NORTHERN INSURANCE COMPANY		
Policy No.:	3606-92-35	$1,000,000	*Each Claim*
Policy Period:	06/30/2024		
to:	06/30/2025	$1,000,000	*Aggregate*

Claims Made

Retroactive Date 08/25/2021

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

July 10, 2024

CHUBB® **Chubb Commercial Excess And Umbrella Insurance**

Schedule Of Forms

Policy Period	JUNE 30, 2024	*To*	JUNE 30, 2025
Effective Date	JUNE 30, 2024		
Policy Number	5671-64-30		
Insured	JOHNSON EQUIPMENT COMPANY		
Name of Company	FEDERAL INSURANCE COMPANY		
Date Issued	July 10, 2024		

As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:

	Form Number	
PREMIUM BILL	07-10-0542	(10/06)
PREMIUM BILL	07-10-0542I	(10/06)
DIRECT BILL NOTICE	99-10-0460	(02/97)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002	99-10-0732	(01/15)
IMPORTANT NOTICE - OFAC	99-10-0792	(09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
TX IMPORTANT NOTICE	99-10-0881	(12/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2267	(02/09)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922	(07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815	(07/01)
TX MANDATORY - CONDITIONS - CANCELLATION	07-02-1066	(10/03)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1988	(02/04)
COVERAGE-CRISIS ASSISTANCE EXCESS AND UMB	07-02-2440	(12/10)
COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07-02-2483	(03/12)
CLAIMS MADE - COV. A EXCESS FOLLOW-FORM	07-02-0859	(07/01)
POLLUTION EXCL. - EXCESS FOLLOW-FORM COV. A	07-02-0885	(07/01)
NAMED INSURED	07-02-1477	(07/01)
BIOLOGICAL AGENTS EXCL.	07-02-1692	(07/01)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	07-02-1958	(01/15)
POL EXCL - WELDING FUMES, GASES OR MATERIALS	07-02-2167	(03/17)
EXCL. ASBESTOS,SILICA,SIM CMPDS, MIXED DUST	07-02-2194	(04/05)
NOTICE OF CANCEL TO SCHED PERSONS OR ORGS-TX	07-02-2408	(04/13)
COV B EXCL-INTELLECTUAL PROP LAWS OR RIGHTS	07-02-2420	(05/10)
CRISIS ASSISTANCE SERVICE PROVIDERS	07-02-2455	(12/10)
POLICY EXCLUSION - WAR	07-02-2741	(03/17)
POLICY EXCLUSION – VIOLATION OF LAWS ADDRESSING DATA PRIVACY	07-02-2978	(04/23)
POLICY EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR	07-02-2172	(06/23)

INFORMATION IN VIOLATION OF LAW		
COV A EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY WITH EXCEPTIONS; COV B EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY	07-02-2853	(04/23)

Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: JUNE 30, 2024

Policy Number: 5671-64-30

Insured: JOHNSON EQUIPMENT COMPANY

Description		***Limits***	
Employers Liability			
Insurer:	COMMERCE AND INDUSTRY INSURANCE COMPANY		
Policy No.:	WC 048-24-0266	*Coverage B - Employer's Liability*	
Policy Period:	06/30/2024	*Bodily Injury By Accident*	
to:	06/30/2025	$1,000,000	*Each Accident*
		Bodily Injury By Disease	
		$1,000,000	*Policy Limit*
		$1,000,000	*Each Employee*
Commercial General Liability			
Insurer:	GREAT NORTHERN INSURANCE COMPANY		
Policy No.:	3606-92-35	$1,000,000	*Each Occurrence*
Policy Period:	06/30/2024	$2,000,000	*General Aggregate*
to:	06/30/2025	$2,000,000	*Products/Completed Operations Aggregate*
Occurrence		$1,000,000	*Personal and Advertising Injury (aggregate when applicable)*
Automobile Liability			
Insurer:	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.		
Policy No.:	2507828	$1,000,000	*Each Accident*
Policy Period:	06/30/2024		
to:	06/30/2025		

Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: JUNE 30, 2024

Policy Number: 5671-64-30

Insured: JOHNSON EQUIPMENT COMPANY

Description		***Limits***	
Employee Benefits Liability			
Insurer:	GREAT NORTHERN INSURANCE COMPANY		
Policy No.:	3606-92-35	$1,000,000	*Each Claim*
Policy Period:	06/30/2024		
to:	06/30/2025	$1,000,000	*Aggregate*

Claims Made

Retroactive Date 08/25/2021

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

July 10, 2024

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured,** other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured,** that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance;** or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits,** or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured, loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract;**

Bodily Injury And Property Damage Liability Coverage (continued)

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage does not apply to any part of:

A. **loss** to which **underlying insurance** would apply, regardless of whether or not:

1. **underlying insurance** is available; and
2. the applicable **underlying limits** have been exhausted;

B. **loss** to which **underlying limits** apply; or

C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured, loss** because of liability:

- imposed by law; or
- assumed in an **insured contract;**

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

A. **loss** to which **underlying insurance** would apply, regardless of whether or not:

1. **underlying insurance** is available; and
2. the applicable **underlying limits** have been exhausted;

B. **loss** to which **underlying limits** apply; or

C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured:**

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit:**

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

1. the expenses we incur.
2. the cost of:
   a. bail bonds; or
   b. bonds required to:
      (1) appeal judgments; or
      (2) release attachments;

   but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to $1000 a day because of time off from work.
4. costs taxed against the **insured** in the **suit,** except any:
   a. attorney fees or litigation expenses; or
   b. other loss, cost or expense;

   in connection with any injunction or other equitable relief.
5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

Supplementary Payments *(continued)*

6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

B. Supplementary Payments does not include any fine or other penalty.

C. Supplementary Payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

Who Is An Insured/ Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds:**

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance,** but not beyond the extent of any limitation imposed under any contract or agreement.

Who Is An Insured/ Umbrella Coverage B

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds**.

Sole Proprietorships

If you are an individual, you and your spouse are **insureds;** but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds;** but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds;** but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds;** but they are **insureds** only with respect to the conduct of your business.

CHUBB®

Liability Insurance

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Type text here

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Owners, Lessees Or Contractors - Completed Operations

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the applicable location described in the Schedule performed for such person or organization and included in the **products-completed operations hazard.**

However,

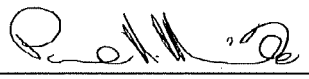
- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Schedule

ALL ORGANIZATIONS TO WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT, SIGNED PRIOR TO LOSS, TO WHICH THIS ENDORSEMENT APPLIES.
ALL ORGANIZATIONS TO WHOM YOU ARE REQUIRED BY

WRITTEN CONTRACT, SIGNED PRIOR TO LOSS, TO WHICH THIS ENDORSEMENT APPLIES.

All other terms and conditions remain unchanged.

Authorized Representative 

CHUBB®

Liability Insurance

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Architects, Engineers Or Surveyors

Any architect, engineer or surveyor engaged by you is an **insured**; but they are **insureds** only with respect to liability arising out of premises owned or occupied by or rented or loaned to you, or ongoing operations performed by you or on your behalf.

No architect, engineer or surveyor is an **insured** with respect to liability arising out of the rendering or failure to render any professional service or advice to or for you, including:

- preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

Type text here

Architects, Engineers Or Surveyors (continued)

- giving directions or instructions, or failing to give them.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies to the designated person or organization.

Designated Person Or Organization

ALL ORGANIZATIONS TO WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT, SIGNED PRIOR TO LOSS, TO WHICH THIS ENDORSEMENT APPLIES.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit

A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.

1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.

2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, and for all **medical expenses**, regardless of the number of:

   a. **insureds**;

   b. claims made or **suits** brought; or

   c. persons or organizations making claims or bringing **suits**.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit (continued)

3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.

B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.

1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and

2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.

C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.

D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.

E. If the applicable **project** has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the **project** will still be deemed to be the same **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.

F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

Definitions

As used in this endorsement, the following words and phrases have special meanings described below.

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owened by or rented to you) on which you are performing operations.

CHUBB®

Liability Insurance

Endorsement

Effective Date June 30, 2024

Policy Number 3606-92-35 HOU

Schedule

Combined Total Aggregate Limit: $ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Policy Conditions

Endorsement

Policy Period	June 30, 2024 to June 30, 2025
Effective Date	June 30, 2024
Policy Number	3606-92-35 HOU
Insured	JOHNSON EQUIPMENT COMPANY
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 30, 2024

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

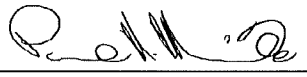
- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative 

ENDORSEMENT

This endorsement, effective 12:01 A.M. June 30, 2024 to June 30, 2025
forms a part of Policy No. 250-78-28
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

 Includes copyrighted material of Insurance Services Office, Inc. with its permission.

ENDORSEMENT

This endorsement, effective 12:01 A.M. June 30, 2024 to June 30, 2025

forms a part of Policy No. 250-78-28

issued to JOHNSON EQUIPMENT COMPANY

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. June 30, 2024 to June 30, 2025
forms a part of Policy No. 250-78-28
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. June 30, 2024 to June 30, 2025
forms a part of Policy No. 250-78-28
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective June 30, 2024 forms a part of Policy No. WC 048-24-0266

Issued to Johnson Equipment Company

By Granite State Insurance Company

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective June 30, 2024 forms a part of Policy No. WC 048-24-0266

Issued to Johnson Equipment Company

By Granite State Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective June 30, 2024 forms a part of Policy No. WC 048-24-0266

Issued to Johnson Equipment Company

By Granite State Insurance Company

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

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:
2025-1275338

Date Filed:
02/27/2025

Date Acknowledged:
02/27/2025

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

JOHNSON EQUIPMENT COMPANY
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.

0220-2025
The fume control curtains must be designed to form a wall, which will completely surround the equipment and source of the fumes.
• Slide system must be integrated at the top of the partitions to allow

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DOS SANTOS, Adriano	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Bid Award, Other

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss the design proposal from Iteris for the Fiber Connectivity Project that has Congressional funding.

Summary / Recommendation

Discuss the proposal from Iteris to design the Fiber Connectivity project. This project is to extend approximately 7.5 miles of Fiber optics around Loop 336 and tie in some of our City facilities. The original proposed contract was $289,920.80, but Purchasing negotiated the cost down to $241,544, resulting in $48,376 in savings. This project is 80% Congressional funded.

Fiscal Impact

Expenditure Amount:	$241,544
Revenue Amount:	
Account Number:	Multiple
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

610/8070/9030/I96=$120,772 610/8070/9030/I97=$120,772

Attachments

Contract - Iteris

PROFESSIONAL SERVICES AGREEMENT
FIBER CONNECTIVITY PROJECT

Project Overview

This Scope of Work represents the activities necessary to deliver Plans, Specification and Engineer's Estimate (PS&E) level package to expand the City's fiber optic network to additional
intersections and facilities within the City.

TASK 1. Project Management/Project Administration

This task includes all project management activities related to the PS&E tasks and activities associated with the City of Conroe Station Fiber Expansion Project.

Task 1.1 – Project Management

This task will consist of the overall management of the project by the assigned project manager and support personnel of Iteris. This task includes the development of monthly progress reports, billing statements, task staffing plans, quality assurance of document deliverables, maintaining project schedule, maintaining project budget, coordinating overall activities of the Project Team, and being the main client point of contact for all project related discussions.

Task 1.2 – Progress Reporting

Throughout the duration of this project, Iteris shall develop monthly progress reports to accompany the invoice. The progress reports shall summarize the progress of each task/sub-task, identify the activities to be accomplished during the next progress period, identify any issues/concerns that could prohibit the accomplishment of future activities. Iteris shall also schedule and conduct recurring project progress report meetings with the Project Team to report project progress, provide opportunities to discuss issues, submit deliverables, receive feedback on submitted items reviewed, and discuss upcoming activities. A summary of "To-Do" items; responsibility, and status of those items will be provided at each meeting. These meetings may be scheduled as teleconferences / web conferences or face to face meetings. Meeting minutes will be produced by Iteris. A kick-off meeting will be held in month 1 of the contract in Conroe with City staff, other stakeholders and Iteris staff.

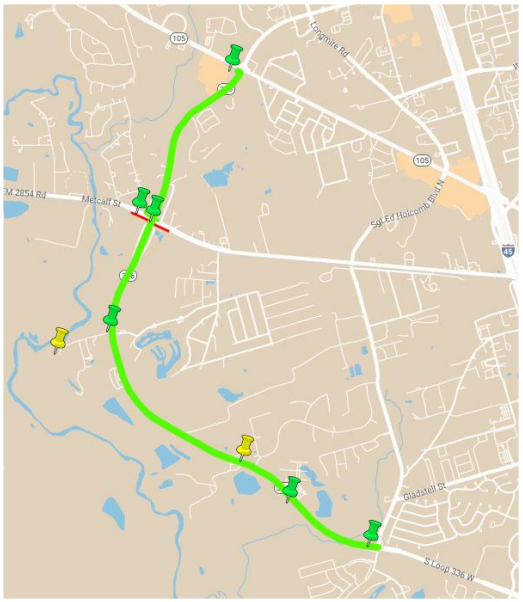
TASK 2. Communication System Fiber Expansion Design

Iteris staff shall develop a complete construction-ready PS&E package for the two (2) corridors identified during the scoping meeting on 01/07/2025. The project goal is to expand upon existing City fiber optic infrastructure and bring connectivity to additional intersections and City facilities. The PS&E package will be designed to TxDOT current standards and specifications.

- Corridor A: Loop 336 (West)
  - Limits: Sgt Ed Holcomb Boulevard to State Loop 105
  - Approximate Distance: ~ 4 Miles

- Corridor B: Loop 336 (East)
  - Limits: Ladera Creek Trace to State Loop 105
  - Approximate Distance: ~ 2.90 Miles

A. Loop 336 West



Signalized Intersection(s)	City Facilities
LP 336 @ Sgt Ed Holcomb Boulevard	
LP 336 @ (Shopping Center??)	
LP 336 @ Owen Drive	ESV#8
LP 336 @ Metcalf St (West)	(Emergency Service Valve Station)
LP 336 @ Metcalf St (East)	
LP 336 @ SL 105	

Loop 336 (West) has an approximate project limit of 4 miles. This section will connect six (6) traffic signals and one (1) City Facility to the proposed fiber optic cable. Tentatively, the

mainline fiber cable will be proposed on the North side of the roadway utilizing 144 Strand Single Mode Fiber Optic Cable (SMFO) and connect to the intersection using 12 Strand SMFO cable. Final design and layout will be determined after collecting information from field investigations, utility requests and discussion with all stakeholders. To minimize conflicts with the Railroad slightly south of Metcalf St, rigid metal conduit will be attached to the bridge overpass. It is not anticipated to cause any conflict with the railroad at this time.

B. Loop 336 East



Signalized Intersection(s)	City Facilities
LP 336 @ Ladera Creek Trace	Carl Barton Jr Park
LP 336 @ Barton Woods Boulevard	
LP 336 @ FM 3083	
LP 336 @ SL 105	

Loop 336 (East) has an approximate project limit of 2.9 miles. This section will connect four (4) traffic signals and one (1) City Facility to the proposed fiber optic cable. Tentatively, the mainline fiber cable will be proposed on the South side of the roadway utilizing 144 Strand Single Mode Fiber Optic Cable (SMFO) and connect to the intersection using 12 Strand SMFO cable. Final design and layout will be determined after collecting information from field investigations, utility requests and discussion with all stakeholders. To minimize conflicts with the railroad tracks approximately 2000' South of SL 105, rigid medal conduit will be attached to the bridge overpass. It is not anticipated to cause any conflict with the railroad at this time.

The following sheets will be developed and included in the plan set. (Sheet counts are estimates and will be finalized during the design process)

- Title Sheet (1)
- General/Construction Notes Sheets (2)
- Index of Sheets (1)
- Quantity Sheet (1)
- Layout Sheets (TBD)
- Detail Sheets (TBD)
- Fiber Schematics (TBD)
- Traffic Control Plans (TxDOT Standards)

60% Plans

- Review existing drawings.
    - Iteris will review any existing design/as built drawings for existing infrastructure along the project limits. A few project locations are currently under construction or recently constructed under separate TxDOT projects. These drawings can provide future existing conditions that may not be available during field investigations.
- Site visit to verify existing conditions
    - Iteris staff will walk the project limits of each corridor to identify the optimal route(s) for the communication infrastructure while taking detailed field notes. Anything of importance or potential constructability concern will be discussed with the City.
- Finalize Base Map

Iteris will develop the base map using the latest aerial imagery available. They will be stitched together and used as a base for the detailed design. Plan layout sheets will be 100' scale for the area(s) between intersections and other City facilities. Additional sheets will be developed for the intersections/facilities to capture the detail needed for construction. Typically, anywhere from 20' to 50' scale. Additional details such as: traffic signal infrastructure, Right-of-Way (ROW) boundaries and any additional elements needed for accuracy will be included.

- Utility Base Map
    - Iteris will develop a utility base map that shows all pertinent utilities within the project limits. These utilities will be located as discussed in the Utility Coordination Section.
- Detail Design Layout
    - Detailed design will be developed based on field notes, base map data and discussion with the stakeholders.
    - Layout/Plan Sheets for each corridor will be developed and used to represent the design for the PS&E package. Layout sheets will include conductor schedules and any pertinent design information. Quantity information will be shown and follow TxDOT Standard Bid Item codes.
    - Additional Plan Sheets will be developed in support of the submittal (Title Sheet, General Notes, Index of Sheets, Quantity Sheets, etc.)
    - Engineers Construction Cost Estimate will be developed using recent bid pricing from TxDOT and City projects.
    - The preliminary specifications list will be developed using a combination of TxDOT and City specifications. Standard TxDOT Specifications will be used if the City does not have a specification.
- Facilitate 60% Design Review Meeting.
    - An in-person design meeting will be held to walk through each corridor to discuss design decisions and changes that are to be made for the 90% submittal. TxDOT shall be included in the plan review process and review meeting.

Deliverable:

- 60% Design Plans, Specifications and Engineer's Estimate

90% Plans

- Detail Design Layout
  - Detailed design will be revised based on discussion with the stakeholders from the 60% review meeting.
  - Layout/Plan Sheets for each corridor will be revised for the PS&E package. Layout sheets will include updated conductor schedules and design information. Quantity information will be updated and follow TxDOT Standard Bid Item codes.
  - Fiber Splicing schematics will be developed with input from City IT.
  - Additional Plan Sheets will be updated in support of the submittal (Title Sheet, General Notes, Index of Sheets, Quantity Sheets, etc.)

Engineers Construction Cost Estimate will be updated using recent bid pricing from TxDOT and City projects.

  - Relevant TxDOT standard plans will be added to the plan set
  - The specifications list will be revised using a combination of TxDOT and City specifications. Standard TxDOT Specifications will be used if the City does not have a specification.
- Facilitate 90% Design Review Meeting.
  - An in-person design meeting will be held to walk through each corridor to discuss design decisions and changes that are to be made for the 100% submittal. TxDOT shall be included in the plan review process and review meeting.

Deliverable:

- 90% Design Plans, Specifications and Engineer's Estimate

100% Plans

1. Update all plans to 100% submittal level based on 90% plan review
   a. Finalize Engineers Construction Cost Estimate
   b. Finalize Specification List
2. Finalize Full PS&E Design Package
   a. Package will include Final design layouts (signed and sealed), standards (TxDOT and City), Traffic Control, Engineers Estimate, Project Specifications
   b. All required bid documents will be filled out in accordance with TxDOT/City standards and requirements.
3. Facilitate 100% Design Review Meeting
4. Update PS&E Packet/Sign/Seal/Submit Final PS&E Packet

Deliverables:

1. 100% Design Plans, Specifications and Engineer's Estimate (PS&E Package)

TASK 3. Utility Coordination

Iteris will perform a SUE Quality Level D for utilities from ROW line to face of curb/edge of pavement on the side of the roadway where new conduit will be installed within the project limits listed previously. Iteris will also research available right-of-way (ROW) plans to determine the location of the ROW and utility easements within the project limits. All utilities, ROW and Easement found will be added into the utility base map(s).

SUE Utility Designations

Utility Quality Levels (QL): Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

a. **Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, locations marked by DIGTESS, and data repositories.**

- Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records.

- Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.

- Quality Level A – Locate: Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet (30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

Utility Coordination

The Utility Coordinator shall perform records research from all available resources. Research shall include information on right-of-way (ROW) easement limits. The Utility Coordinator shall call Texas811 requesting private utilities to be identified. The Utility Coordinator shall work with City of Conroe staff for assistance in locating publicly owned utilities.

Once located, the utility coordinator shall identify all utility companies within the project limits and get contact information for each utility company. The consultant shall identify all public utilities and obtain contact information for each public utility agency.

Once the fiber conduit path has been identified, utility layout exhibits will be developed. These exhibits will be given to the utility company for review and comment regarding utility conflicts. It is anticipated that the 60% plans shall be sufficient for utility exhibits.

ASSUMPTIONS:

1. The City of Conroe/TxDOT shall provide copies of old plan sets, if available.
   - Anticipate mapping communication/fiber, electric, natural gas, water, wastewater/sanitary sewer, and storm drain/storm sewer, and traffic signals.

Deliverables:

- List of utility company contacts

- Copies of existing plans used to locate utilities, ROW and easements.
- Updated electronic files in MicroStation format showing all utilities, ROW and utility easements.

TASK 4. Post 100% Plans/Project Letting (Optional)

Post 100% Plans/Project Letting

- The TxDOT plan review and submittal is a two-step process. The first step involves the TxDOT Houston District design group. Engagement with the TxDOT Houston District will be throughout the 60%, 90% and 100% review process. After TxDOT Houston District design staff approve the PS&E package, the PS&E package is sent to the TxDOT Design Division for review. The TxDOT Design Division Reviewer may have comments that require changes to the PS&E package.
- Iteris will respond and address all comments from the TxDOT Design Division and update the PS&E package.

Deliverables (some deliverables may be combined):

Post 100% Signed/Sealed PS&E Package

TASK 5. Construction Support (Optional)

Iteris will provide construction support services during the construction of the fiber expansion project. Services include:

- Address design questions during the construction advertisement period and/or pre-bid meeting.
- Review construction contractor bids to determine if the contractor has addressed all elements of the design.
- Participate/Facilitate Pre-Construction Meeting and regularly scheduled construction progress meetings.
- Review and Respond to Request for Information (RFI) submitted by the contractor.
- Prepare construction change orders, if required due to a RFI.
- Maintain record of contractor planned vs actual quantities and cost by pay item.
- Provide on-site construction review during key milestones

Support the City in the oversight of punch list items

- Document fiber infrastructure locations by capturing the coordinates of each ground box, splice cabinet or other appurtenance installed.
- Develop as-built drawings
- Update Fiber Optic Schematic

ASSUMPTIONS:

- The City/TxDOT shall provide field inspectors to monitor contractor's work on a day-to- day basis.
- The City/TxDOT shall review, approve and track all contractor invoices.

Deliverables:

- Pre-Bid Comment Table
- Pre-Construction Meeting Minutes
- Construction Progress Meeting Minutes
- RFI Resolution Notices
- RFI/Change Order Drawings and Associated Documentation related to the RFI/Change Order
- Contractor Planned v Actual Quantity Table

- On-Site Construction Review Notices
- As-Built Drawings, including splice charts

Updated Fiber Optic Network Schematic

Compensation

Fee

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

PS&E Fee $241, 544

PROJECT COST AND PAYMENT TERMS

This section will highlight the project costs.

Iteris shall be reimbursed for labor and other direct costs spent to complete the activities identified in the scope of work. Labor shall be billed at rates shown in the table below.

Job Classification	Contract Rate (per hour)
Senior PM – QA/AC Manager	$347.00
Project Manager	$277.00
Senior Engineer	$242.00
Design Engineer	$184.00
Junior Engineer	$149.00
Engineering Technician	$121.00
Integration Specialist	$232.00
Senior Project Controls Specialist	$175.00
Project Controls – Admin/Clerical	$115.00

Other direct costs, such as travel and meals, shall be reimbursed at cost.

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 ITERIS 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 ITERIS have violated any federal antitrust law; and (3) neither I nor any representative of the ITERIS have directly or indirectly communicated any of the contents of this Contract to a competitor of the ITERIS or any other company, corporation, firm, partnership or individual engaged in the same line of business as the ITERIS

B. Assignment:

ITERIS 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, ITERIS 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 ITERIS 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 ITERIS 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 ITERIS agrees that the contract can be terminated if ITERIS knowingly or intentionally fails to comply with a requirement of that subchapter.

E. Critical Infrastructure Affirmation:

Pursuant to Government Code Section 2275.0102, ITERIS certifies that neither it nor its parent company, nor any affiliate of ITERIS 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:

ITERIS 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.

A. Disaster Recovery Plan:

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

B. 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.

C. Excluded Parties:

ITERIS 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.

D. False Statements:

ITERIS 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.

E. Foreign Terrorist Organizations:

ITERIS 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:

ITERIS 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 ITERIS 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 ITERIS WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS A NAMED DEFENDANT IN ANY LAWSUIT AND ITERIS MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. ITERIS AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

N. No Conflicts of Interest:

ITERIS 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, ITERIS 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, ITERIS 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 ITERIS and to bind the ITERIS 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, ITERIS 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:

ITERIS 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 ITERIS 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:

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

W. Disclosure of Interested Parties:

ITERIS represents and warrants that if selected for award of a contract as a result of the Solicitation, ITERIS 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 ITERIS 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:

ITERIS 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 ITERIS 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 ITERIS'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 ITERIS is unable to make the preceding representation and warranty, then ITERIS 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 ITERIS'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, ITERIS 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:

ITERIS 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. ITERIS may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

AA. Media Releases:

ITERIS 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. ITERIS 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:

ITERIS, 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:

ITERIS 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 ITERIS 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:

ITERIS 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 ITERIS 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. ITERIS 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 ITERIS 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, ITERIS 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 ITERIS 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:

ITERIS 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 ITERIS has not been found to be liable for such practices in such proceedings. ITERIS 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:

ITERIS 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, the 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 the City. ITERIS shall not remove City Property from the continental United States. In addition, ITERIS may not use any computing device to access City's network or e-mail while outside of the continental United States. ITERIS 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 ITERIS, ITERIS 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 ITERIS's use of City Property that exceeds the contract scope. ITERIS shall fully reimburse such charges to City within ten (10) calendar days of ITERIS's receipt of City's notice of the 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 ITERIS to proceed with the work.

OO. Consequential Damages:

The Client shall not be liable to ITERIS and ITERIS 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 ITERIS, 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 ITERIS's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event ITERIS or any other party encounters any hazardous or toxic materials, or should it become known to ITERIS that such materials may be present on or near the project site that may affect the performance of ITERIS's services, ITERIS 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 ITERISs 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:

ITERIS 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. ITERIS may use such instructions, reports, data, plans and information in performing or furnishing services under this Agreement.

RR. Insurance Requirements:

ITERIS 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

ITERIS agrees to furnish insurance certificates, showing compliance with this section.

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 _____ day of _____2025.

ITERIS

Printed Name: _____

Title: _____

Signature: _____

The City of Conroe, Texas

By: _____
Duke W. Coon
Mayor

Attest: _____
Sami Quinlan
Acting City Secretary

City of Conroe LP 336 Fiber Optic Communication Design
Fee Estimate (2/24/2025)

	TASK	ITERIS STAFF									Total Hours	ODCs	Total Cost
		D Hartmann	S Hunter	Q Nguyen	R Wilson	T Nguyen	R Taylor	T Compton	L Tyree				
		Senior PM/ QA-QC	Project Mgr	Senior Engineer	Junior Engineer	Integration Specialist	Engineer Tech	Senior Proj Controls	Project Controls	ITERIS TOTAL			
	Contract Labor Rate (Fully Burdened)	$ 347.00	$ 277.00	$ 242.00	$ 149.00	$ 232.00	$ 121.00	$ 175.00	$ 115.00				
Task 1	**Project Management and Coordination**	52.00	8.00	0.00	0.00	0.00	0.00	10.00	10.00	$23,160.00	80	$1,092.00	$24,252.00
	Project Management and Coordination	16	8					10	10	$10,668.00	44		
	Prepare Monthly Progress Reports/Invoices	6								$2,082.00	6		
	Facilitate Project Progress Meetings	6								$2,082.00	6		
	Prepare/Distribute/File Project Correspondence	6								$2,082.00	6		
	Prepare/Distribute Meeting Minutes	6								$2,082.00	6		
	Docment Phone/Conference Calls	6								$2,082.00	6		
	Coordinate Various Team Member Work	6								$2,082.00	6		
Task 2	**Fiber Expansion Design**	6.00	98.00	450.00	382.00	0.00	0.00	0.00	0.00	$195,046.00	936	$3,506.00	$198,552.00
	60% Design									$0.00	0		
	Review Existing Drawings		8	8						$4,152.00	16		
	Site Visit		16	16	16					$10,688.00	48		
	Develop Base Map MicroStation Model			60	40					$20,480.00	100		
	Plan Exhibit Development for Review									$0.00	0		
	Title Sheet			4	4					$1,564.00	8		
	Layout Sheets		40	160	160					$73,640.00	360		
	Detail Sheets			8	8					$3,128.00	16		
	Preliminary Quantity Estimate			12	12					$4,692.00	24		
	Preliminary Engr Construction Cost		4	6						$2,560.00	10		
	60% Review Meeting	2	2	2	2					$2,030.00	8		
	90% Design									$0.00	0		
	Title Sheet			2	2					$782.00	4		
	General/Construction Notes Sheets			8	2					$2,234.00	10		
	Index of Sheets			2	4					$1,080.00	6		
	Estimate of Quantity Sheet			8	4					$2,532.00	12		
	Layout Sheets		16	60	60					$27,892.00	136		
	Detail Sheets			16	8					$5,064.00	24		
	Traffic Control Plans			8	4					$2,532.00	12		
	Revised Quantity Estimate			8						$1,936.00	8		
	Revised Engr Construction Cost			4	2					$1,266.00	6		
	90% Review Meeting	2	2	2	2					$2,030.00	8		
	100% Design									$0.00	0		
	Title Sheet			2	2					$782.00	4		
	General/Construction Notes Sheets			2	2					$782.00	4		
	Index of Sheets			2	4					$1,080.00	6		
	Estimate of Quantity Sheet			4	4					$1,564.00	8		
	Layout Sheets		8	24	24					$11,600.00	56		
	Detail Sheets			8	8					$3,128.00	16		
	Traffic Control Plans			4	4					$1,564.00	8		
	Revised Quantity Estimate			4						$968.00	4		
	Revised Engr Construction Cost			4	2					$1,266.00	6		
	100% Review Meeting	2	2	2	2					$2,030.00	8		
Task 3	**Utility Coordination**	0.00	0.00	32.00	72.00	0.00	0.00	0.00	0.00	$18,472.00	104	$268.00	$18,740.00
	Input 811 Requests				40					$5,960.00	40		
	Field Visit to record 811 Markings			16						$3,872.00	16		
	Utility Exhibits/ Utility Base Map Development			16	32					$8,640.00	48		
	Total Labor Hours (Core Tasks)	58.00	106.00	482.00	454.00	0.00	0.00	10.00	10.00	$236,678.00	1,120	*$4,866.00*	$241,544.00
										TOTAL (Core Tasks)			$241,544.00

Task 4	**Post 100% Design/Signed-Sealed Plans (Optional Task)**	0	8	40	8	0	0	0	0	$13,088.00	56	$0.00	$13,088.00
	Address TxDOT Division comments		8	40	8					$13,088.00	56		
										$0.00	0		
Task 5	**Construction Support (Optional Task)**	0	32	32	0	0	0	0	0	$16,608.00	64	$0.00	$16,608.00
	Construction Support		32	32						$16,608.00	64		
										$0.00	0		
	Total Labor Hours (Optional Tasks)	0	40	72	8	0	0	0	0	$29,696.00	120	0	$29,696.00
										TOTAL (Optional Tasks)			$29,696.00

TOTAL (Core + Optional Tasks)	$271,240.00

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:
2025-1261873

Date Filed:
01/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Iteris, Inc.
Austin, 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.
LP 336
Fiber Expansion

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bergera, Joe	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Iteris, Inc, and my date of birth is 8/26/1975.

My address is 1700 Carnegie Avenue, Suite 100 (street), Santa Ana (city), CA (state), 92705 (zip code), USA (country).

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

Executed in Orange County, State of CA, on the 28 day of January (month), 2025 (year).

Christine Brady

Signature of authorized agent of contracting business entity
(Declarant)

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:
2025-1261873

Date Filed:
01/28/2025

Date Acknowledged:
03/04/2025

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

Iteris, Inc.
Austin, 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.

LP 336
Fiber Expansion

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bergera, Joe	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2024

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

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

PRODUCER Woodruff-Sawyer & Co. 2 Park Plaza, #500 Irvine CA 92614	**CONTACT NAME:** WS Certificates **PHONE (A/C, No, Ext):** 844-972-6326 **FAX (A/C, No):** **E-MAIL ADDRESS:** Certificates@woodruffsawyer.com
INSURED ITERINC-01 Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Insurance Company 35289 **INSURER B :** American Casualty Company of Reading 20427 **INSURER C :** Valley Forge Insurance Company 20508 **INSURER D :** Lexington Insurance Company 19437 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1275758729 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			6057362701	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6057362682	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Owned/Hired Comp/Coll	$ 1,000,000 $ $ $ $ Ded's $1000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6057362679	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6057544401 6057544415	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Architects and Engineers Professional Liability Claims Made Form			015136071	4/1/2024	4/1/2025	Aggregate Limit Each Claim Limit SIR	$5,000,000 $5,000,000 $500,000

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

CERTIFICATE HOLDER

Iteris, Inc. (Basic)
1700 Carnegie Avenue, Suite 100
Santa Ana CA 92705-5551

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zoe Overbay

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Keyword Search

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Simple Search | Search Editor

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- ◉ All Words
- ○ Exact Phrase

e.g. 1606N020Q02

Z475JYLWFCK8 ×

Showing 1 - 2 of 2 results

Sort by: Date Modified/Updated

ITERIS, INC ● Active Registration

Unique Entity ID
Z475JYLWFCK8

CAGE Code
56372

Physical Address
1700 CARNEGIE AVE STE
100, SANTA ANA, CA 92705
USA

Entity

Expiration Date
Mar 25, 2025

Purpose of Registration
All Awards

Multiple Award Schedule

Contract Opportunities

Notice ID: 47QSMD20R0001

...

Awardee
ITERIS, INC. 1700
CARNEGIE AVE STE 100
SANTA ANA CA USA
92705-5551

Unique Entity ID
Z475JYLWFCK8

Current Response Date
June 29, 2022 at 09:12
AM PDT

Notice Type
Original Award Notice

Updated Date
Jun 29, 2022

Published Date
Jun 29, 2022

Department/Ind.Agency
GENERAL SERVICES
ADMINISTRATION

Subtier
FEDERAL ACQUISITION
SERVICE

Office
GSA/FAS FURNITURE
SYSTEMS MGT DIV

CITY OF CONROE

Workshop

Item Type: Bid Award, Other

Meeting Date: 03/12/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss the construction material testing proposal from Geoscience.

Summary / Recommendation

Discuss the proposal for construction material testing for Water Plant No. 32 from Geoscience. This project includes material testing for the construction of a water plant consisting of a 2,000-gpm Jasper well, a 1.5-million-gallon composite elevated water storage tank, a precast building for motor control center and disinfection systems; a 1,000-kW emergency generator, SCADA & electrical works, site fencing, yard piping, site grading, driveway and site paving, site restoration and miscellaneous related works in Conroe, Texas. This vendor is on our approved vendor list.

Fiscal Impact

Expenditure Amount:	$75,000
Revenue Amount:	
Account Number:	500-8040-9030-J15
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Signed Contract

PROFESSIONAL SERVICES AGREEMENT

CONTRACT #:2024-19.2 Construction Material Testing
Water Plant No. 32 – Thompson Road, Willis Texas 77318

City of Conroe, Texas

Project Overview

The site is located at Thompson Road, Willis, TX 77318, to the south of FM 1097, about 1500-feet to the north of Thompson Road and Park Slope Place. The proposal has been prepared based off of the following provided information:

- ✓ Plan Set – Plans 2024-19 Plant 32 (NNW Region) – Conformed
- ✓ Soil Report – GETI Report No. 24G12798, dated October 18, 2024.

Project Description: This project includes the construction of a 1,500,000-gallon elevated composite water storage tank including control building and site improvements, which include:

- Jasper Water Well, approx. 2,000 gpm pumping rate
- 1,500,000-gallon composite elevated water storage tank (EST)Approximate Height = 140 ft.
- Conc. Shaft Diameter = 53 ft.
- Tank Bowl Diameter = 83 ft.
- Head Range = 40 ft.
- MCC Building (Prestressed Concrete Building – 40'x30' on a concrete slab),
- 650 kW Generator on a Concrete pad,
- Asphalt driveway and yard paving.

Field Testing: Field tests will be performed on an on-call basis. To schedule a technician the project superintendent or assigned individual of the project must contact the Geoscience dispatch, preferably at least 24 hours in advance. We will be flexible, but proper scheduling is key to avoid any lapse in testing. It is our intention to assign a full-time technician to this project.

Laboratory Testing: Laboratory tests will be required for verification of field tests and classification purposes. Testing will be in accordance with our standard procedures for earthworks, subgrade improvement, foundations, concrete, structural steel erection, steel coatings and asphalt paving.

Scope for Material Testing: The City of Conroe provided a scope for Geoscience services on this project,as follows:
Earthwork:

- Sample building pad subgrade, select fill, trench backfill and treated pavement subgrade. Prepare test samples for Atterberg Limits, M-D relationship and % fines:
- Sample and test CSS backfill
- Observe subgrade soil for chemical treatment; provide recommendations for treatment
- Perform field gradation test for treated subgrade, check depth of treated subgrade
- Observe proof-roll of EST and building, generator foundation subgrades etc.
- Field compaction test of yard and roadway embankment areas

2. Foundations
- a. For shallow foundation, obtain pocket penetrometer readings on soil cuttings near the bearing
- stratum and document approx. shear strength
- b. Observe foundation excavations.
- c. Observe and document reinforcement of foundation

3. Cast-in-Place Concrete
- a. Observe, sample and test concrete for EST, Building, Generator and other structures.
- Sample 1 Set of test cylinders every 50 CY for structures
- b. Test Cylinders: EST Shaft - 1 Set of test cylinders for every 50 CY or as required; Building
- Slabs - 1 set every 100 CY; min. 4-cylinders per set

4. EST Structural Steel – welded connections
- a. Visual check of welded joints
- b. Review contractor provided Ultrasonic test reports, as necessary

5. EST Coating – provide NACE Level II Inspector
- a. Observe and check surface preparations
- b. Conduct testing of ambient conditions prior to coating applications
- c. Observe costing system mixing, coating application, check DFT of coating and provide reports
- with DFT measurements, pictures, location of tests etc.
- d. Oversee/Observe Holiday Testing performed by the Contractor

6. Asphalt Paving
a. Sample and test asphalt pavement
b. Perform in-situ density test; coring not required.

Engineering reports will be prepared by a registered engineer and will present the results of the field tests, supported by laboratory data together with our analyses of the results. We will provide digitally signed reports via our Laboratory Information Management System (LIMS), SpectraQest.

Project Documents: For our proposal, scope of work and estimated fee to be as specific as possible we will require additional project documents, but specifically, the contractor schedule. Presently the schedule is for 570 days with the following significant dates.

1. Pre-Construction Meeting:	March 17, 2025
2. Notice to Proceed:	April 1, 2025
3. Substantial Completion:	October 23, 2026

Compensation

A. Fee

Geoscience Engineering & Testing, Inc. shall complete the Scope of Services above for the following Fees:

1. Construction Material Testing Services: $75,000.00

Grand Total $ 75,000.00

Schedule

A. Scope of Services above shall be ongoing during the course of the construction project approximately 570 days) (from the date of authorization).

Client Provided Services

A. City of Conroe to provide test hole staking.

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 GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. have violated any federal antitrust law; and (3) neither I nor any representative of the GEOSCIENCE ENGINEERING & TESTING, INC. have directly or indirectly communicated any of the contents of this Contract to a competitor of the GEOSCIENCE ENGINEERING & TESTING, INC. or any other company, corporation, firm, partnership or individual engaged in the same line of business as the GEOSCIENCE ENGINEERING & TESTING, INC..

B. Assignment:

GEOSCIENCE ENGINEERING & TESTING, INC. 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, GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. agrees that the contract can be terminated if the GEOSCIENCE ENGINEERING & TESTING, INC. knowingly or intentionally fails to comply with a requirement of that

subchapter.

E. Critical Infrastructure Affirmation:

Pursuant to Government Code Section 2275.0102, GEOSCIENCE ENGINEERING & TESTING, INC. certifies that neither it nor its parent company, nor any affiliate of GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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.

A. Disaster Recovery Plan:

Upon request of City, GEOSCIENCE ENGINEERING & TESTING, INC. shall provide the descriptions of its business continuity and disaster recovery plans.

B. 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.

C. Excluded Parties:

GEOSCIENCE ENGINEERING & TESTING, INC. 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.

D. False Statements:

GEOSCIENCE ENGINEERING & TESTING, INC. 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.

E. Foreign Terrorist Organizations:

GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS A NAMED DEFENDANT IN ANY LAWSUIT AND GEOSCIENCE ENGINEERING & TESTING, INC. MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. GEOSCIENCE ENGINEERING & TESTING, INC. AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

N. No Conflicts of Interest:

GEOSCIENCE ENGINEERING & TESTING, INC. 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, GEOSCIENCE ENGINEERING & TESTING, INC. 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, GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. and to bind the GEOSCIENCE ENGINEERING & TESTING, INC. 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, GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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:

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

W. Disclosure of Interested Parties:

GEOSCIENCE ENGINEERING & TESTING, INC. represents and warrants that if selected for award of a contract as a result of the Solicitation, GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC.'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 GEOSCIENCE ENGINEERING & TESTING, INC. is unable to make the preceding representation and warranty, then GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC.'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, GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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. GEOSCIENCE ENGINEERING & TESTING, INC. may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

AA. Media Releases:

GEOSCIENCE ENGINEERING & TESTING, INC. 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. GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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. GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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, GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC. has not been found to be liable for such practices in such proceedings. GEOSCIENCE ENGINEERING & TESTING, INC. 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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. GEOSCIENCE ENGINEERING & TESTING, INC. shall not remove City Property from the continental United States. In addition, GEOSCIENCE ENGINEERING & TESTING, INC. may not use any computing device to access City's network or e-mail while outside of the continental United States. GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC., GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC.'s use of City Property that exceeds the contract scope. GEOSCIENCE ENGINEERING & TESTING, INC. shall fully reimburse such charges to City within ten
(10) calendar days of GEOSCIENCE ENGINEERING & TESTING, INC.'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 GEOSCIENCE ENGINEERING & TESTING, INC. to proceed with the work.

OO. Consequential Damages:

The Client shall not be liable to GEOSCIENCE ENGINEERING & TESTING, INC. and GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC., 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 GEOSCIENCE ENGINEERING & TESTING, INC.'s scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event GEOSCIENCE ENGINEERING & TESTING, INC. or any other party encounters any hazardous or toxic materials, or should it become known to GEOSCIENCE ENGINEERING & TESTING, INC. that such materials may be present on or near the project site that may affect the performance of GEOSCIENCE ENGINEERING & TESTING, INC.'s services, GEOSCIENCE ENGINEERING & TESTING, INC. 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 GEOSCIENCE ENGINEERING & TESTING, INC.s 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:

GEOSCIENCE ENGINEERING & TESTING, INC. 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. GEOSCIENCE ENGINEERING & TESTING, INC. may use such instructions, reports, data, plans and information in performing or furnishing services under this Agreement.

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 5th day of March 2025.

GEOSCIENCE ENGINEERING & TESTING, INC., INC.

By:_____

Printed Name: Telfryn L. John, PE

Title: President / Principal Engineer

The City of Conroe, Texas

By: _____
Duke W. Coon
Mayor

Attest: _____
Sami Quinlan
Acting City Secretary

City of Conroe Fee Schedule - Construction Materials Testing & Geotechnical									
Effective: January 1, 2025									
10100	Principal, P.E.					24	Hr.	200.00	$4,800.00
10200	Project Manager					60	Hr.	125.00	$7,500.00
10300	Project Engineer, P.E. or Project Geologist, P.G.						Hr.	150.00	$0.00
10400	Graduate Engineer and Graduate Geologist						Hr.	100.00	$0.00
10500	Technician, NICET IV						Hr.	85.00	$0.00
10600	Technician, NICET III, HMA-II						Hr.	75.00	$0.00
10700	Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger, TxDOT Soil SB-101					300	Hr.	65.00	$19,500.00
10800	Technician, OT					25	Hr.	97.50	$2,437.50
10900	Technician (Non-Certified)					24	Hr.	60.00	$1,440.00
11000	Senior Welding Inspector, SCWI, NACE III						Hr.	125.00	$0.00
11100	Welding Inspector, CWI, ACCP II, NACE I/II					160	Hr.	95.00	$15,200.00
11200	Associate Welding Inspector						Hr.	75.00	$0.00
11300	Inspector, ASNT III						Hr.	115.00	$0.00
11400	NDT Inspector Level II with asst. (2 man crew)						Hr.	125.00	$0.00
15000	Vehicle Charge					64	Trip	75.00	$4,762.50
15100	REIMBURSABLE EXPENSES								$0.00
15200	Services provided by quotation							Cost + 10%	
	Sub Total Labor								$55,640.00
Portland Cement Concrete									
30100	Compressive Str. (Cylinder)					320	Ea	17.00	$5,440.00
30200	Flexural Str. (Beam)						Ea	27.00	$0.00
30300	Split Tensile Str. (Incl prep)						Ea	109.00	$0.00
30400	Time of Set by Penetration						Ea	320.00	$0.00
30500	Linear Shrinkage & Thermal Coef (Bar)						Set 3	328.00	$0.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete						Set 3	116.00	$0.00
30700	Density of Structural Ltwt. Concrete						Ea	81.00	$0.00
30800	Concrete Coring, Minimum Charge						Min	338.00	$0.00
30900	Concrete Coring (4" diameter to 6" Thickness)						Ea	105.00	$0.00
31000	Concrete Coring, additional thickness (6" to 12")						In	9.00	$0.00
31100	Concrete Coring, additional thickness (Over 12")						In	12.00	$0.00
31110	Concrete Coring (6" diameter to 6" Thickness)						Ea	150.00	$0.00
31112	Concrete Coring, 6”, additional thickness (6" to 12")						In.	13.50	$0.00
31113	Concrete Coring, 6”,additional thickness (Over 12")						In	18.00	$0.00
31200	Preparation of Core, Cap & Test						Ea	78.00	$0.00
31300	Measuring Length of Core						Ea	13.00	$0.00
31400	Rebar Pull Test						Ea.	500.00	$0.00
40100	Mix Design Review					3	Ea	218.00	$654.00
31500	Probe Penetration Test Equipment (plus probes)						Day	92.00	$0.00
	Sub Total Portland Cement Concrete								$6,094.00

City of Conroe Fee Schedule - Construction Materials Testing & Geotechnical									
Effective: January 1, 2025									
HMAC									$0.00
40100	Mix Design Review					2	Ea	218.00	$436.00
40200	HMAC Design (In-Place)						Ea	2,177.00	$0.00
40300	Trail Batch (up to 5 points)						Ea	1,633.00	$0.00
40400	Additional Points						Ea	235.00	$0.00
40500	Extraction/Gradation					12	Ea	203.00	$2,436.00
40600	Specific Gravity					12	Ea	72.00	$864.00
40700	HVEEM Stability					12	Set	95.00	$1,140.00
40800	Bulk Density - Lab Molded or Core					12	Set	54.00	$648.00
40900	Bulk Density Core					48	Ea	48.00	$2,304.00
41000	Molding Specimens						Set	63.00	$0.00
41100	Maximum Theoretical Specific Gravity						Ea	91.00	$0.00
41200	Apparent Specific Gravity						Ea	68.00	$0.00
41300	Abson Recovery						Ea	327.00	$0.00
41400	Moisture Susceptibility						Ea	476.00	$0.00
41500	Penetration						Ea	86.00	$0.00
41600	Ductility						Ea	115.00	$0.00
41700	Viscosity						Ea	95.00	$0.00
41800	Asphalt Coring, Minimum Charge					4	Min	338.00	$1,352.00
41900	Asphalt Coring (4”Dia. to 6" Thickness)						Ea	93.00	$0.00
42000	Asphalt Coring (4”Dia. over 6" Thickness)						In	8.00	$0.00
42150	Asphalt Coring (6” Dia. to 6" Thickness)						Ea	140.00	$0.00
42160	Asphalt Coring , 6” Dia. Over 6” Thickness						In.	12.00	$0.00
42200	Measuring Thickness of Asphalt						Ea	8.00	$0.00
42300	PMA Extraction/Gradation						Ea	272.00	$0.00
42400	PMA Extraction/Gradation						Ea	169.00	$0.00
	Sub Total HMAC								$9,180.00
Masonry									$0.00
60100	Compressive Strength, Mortar Cubes						Set 6	140.00	$0.00
60200	Compressive Strength, Mortar Cubes						Ea	23.00	$0.00
60300	Compressive Strength, Mortar or Grout Cylinder						Ea	23.00	$0.00
60400	Compressive Strength, Grout Prism						Set 3	140.00	$0.00
60500	Measurement, Brick						Ea	55.00	$0.00
60600	Compressive Strength Test, Brick						Ea	33.00	$0.00
60700	Flexural Strength Test, Brick						Ea	43.00	$0.00
60800	Absorption of Brick, 24 hr.						Ea	72.00	$0.00
60900	Absorption of Brick, 5 hr.						Ea	71.00	$0.00
61000	Measurement, CMU						Ea	29.00	$0.00
61100	Weight, CMU						Ea	81.00	$0.00
61200	Moisture Content, CMU						Ea	81.00	$0.00
61300	Compressive Strength, CMU						Ea	87.00	$0.00
61400	Compressive Strength, CM Hollow Prism						Ea	136.00	$0.00
70100	Density of SFRM						Ea	38.00	$0.00
70200	Cohesion/Adhesion of SFRM						Ea	29.00	$0.00
	Sub Total Masonry								$0.00

City of Conroe Fee Schedule - Construction Materials Testing & Geotechnical

Effective: January 1, 2025

Roofing						$0.00
80100	Cut Out Roofing Sample Evaluation		Ea	353.00		$0.00
80200	Moisture in Mineral Aggregate for BUR		Ea	59.00		$0.00
80300	Analysis of New Built-Up Roof Membranes		Ea	325.00		$0.00
80400	Compressive Strength of Ltwt. Insul. Concrete		Set of 4	114.00		$0.00
80500	Compressive Strength of Ltwt. Insul. Concrete		Ea	30.00		$0.00
80600	Unit Weight of Ltwt. Insul. Concrete		Set of 2	51.00		$0.00
	Sub Total Roofing					$0.00
Soils						
90100	Liquid & Plastic Limits	5	Ea	70.00		$350.00
90200	Moisture Content of Soils by Mass		Ea	9.00		$0.00
90300	Moisture Content by Microwave		Ea	30.00		$0.00
90400	Sieve Analysis		Ea	57.00		$0.00
90500	Sieve Analysis w/ Hydrometer		Ea	128.00		$0.00
90600	Percent Passing #200 Sieve	5	Ea	50.00		$250.00
90700	Specific Gravity		Ea	59.00		$0.00
90800	pH of Soils		Ea	17.00		$0.00
90900	Unconfined Compressive Strength		Ea	45.00		$0.00
91100	Unconsolidated-undrained Trixial Compression		Ea	63.00		$0.00
91200	One-Dimension Consolidation		Ea	361.00		$0.00
91300	Consolidation, Additional Increment		Ea	51.00		$0.00
91400	Dispersive Characteristic by Pinhole Test		Ea	286.00		$0.00
91500	Dispersive Characteristic by Crumb Test		Ea	38.00		$0.00
91600	Double Hydrometer		Ea	177.00		$0.00
91700	Soil Suction - Filter Paper		Ea	57.00		$0.00
91900	California Bearing Ratio		Ea	215.00		$0.00
92000	Soil Shrinkage Factors by Mercury Method		Ea	63.00		$0.00
92100	Soil Shrinkage Factors by Wax Method		Ea	76.00		$0.00
92200	One-Dimensional Swell, Cohesive Soil		Ea	292.00		$0.00
92300	OMD Standard Compaction	3	Ea	235.00		$705.00
92400	OMD Modified Compaction		Ea	218.00		$0.00
92500	Max. & Min. Density - Sand		Ea	212.00		$0.00
92600	Percent Solids in Lime Slurry		Ea	43.00		$0.00
92700	Optimum Lime Content - pH Method		Ea	235.00		$0.00
92800	Optimum Lime Content - PI Method		Ea	242.00		$0.00
94100	Cement Sand Compressive Strength	8	Ea	70.00		$560.00
94200	Cement Content of Soil-Cement		Ea	313.00		$0.00
94300	Sieve Analysis - Base Material	2	Ea	95.00		$190.00
94400	Compressive Strength Treated Base		Ea	258.00		$0.00
94500	OMD Standard Compaction, Treated - Lime	2	Ea	225.00		$450.00
94600	OMD Standard Compaction, Treated - Cement	2	Ea	239.00		$478.00
95100	Nuclear Density Gauge	15	Trip	50.00		$750.00
	Sub Total Soils					$3,733.00

Slip-Lining and Manhole Repair						$0.00
100100	Coring/Drilling of Manhole Grout		Hole	61.00		$0.00
100200	Coring and Strength of Gunite Panel		Core	122.00		$0.00
100300	Flexural Strength/Modulus of Elasticity of Liner		Coupon	343.00		$0.00
	Sub Total Slip Lining and Manhole Repair					$0.00

City of Conroe Fee Schedule - Construction Materials Testing & Geotechnical									
Effective: January 1, 2025									
Geotechnical Field Investigation									$0.00
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')						Ft	19.00	$0.00
11020	Soil Boring, Intermittent 3-in. dia. (50' to 100')						Ft	21.00	$0.00
11030	Soil Boring, Continuous 3-in. (0 to 20')						Ft	21.00	$0.00
11031	Soil Boring, Continuous 3-in. (20 to 50')						Ft	25.00	$0.00
11032	Soil Boring, Continuous 3-in. (50 to 100')						Ft	35.00	$0.00
11040	Soil Boring over 100' (Surcharge)						Ft	7.00	$0.00
11050	Wash Boring						Ft	9.00	$0.00
11060	Auger Boring						Ea	40.00	$0.00
11070	Undisturbed/Split-Spoon in Wash/Auger Borings						Ea	353.00	$0.00
11071	Piezometer Installation						Ft	16.00	$0.00
11072	Piezometer Abandonment						Ft	16.00	$0.00
11080	Grouting of Completed Boring						Ft	10.00	$0.00
11090	A.T.V. Surcharge						Ft	7.00	$0.00
11100	Minimum Charge (to be used if charge are less than $782.00)						LS	782.00	$0.00
11110	Mobilization/Demobilization						LS	349.00	$0.00
11120	TDH Cone Penetration Test						Ea	27.00	$0.00
11130	ATV Mobilization Surcharge						LS	136.00	$0.00
11140	Portable Rig Drilling (Crew of two)						Hr	177.00	$0.00
11150	Standby (Crew of Two)						Hr	170.00	$0.00
	Sub Total Geotechnical Field Investigation								$0.00
	Total of Estimate								**$74,647.00**

Workshop

Meeting Date: 03/12/2025
Department: Fire
Contact: Paul Sims, Fire Chief
Submitted By: Mike Legoudes, Assistant Fire Chief

Item Type: Resolution, Consent

P. Sims

Joint Meeting: No Joint Meeting

Description

Discuss a Resolution authorizing the application and acceptance of the FY 25/26 Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant.

Summary / Recommendation

Discuss a resolution authorizing the application and acceptance of the FY 25/26 Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant. If awarded, this grant will partially fund the backup generator replacements at Fire Stations 1 and 6. The 25/26 grant requires a 25% (twenty-five percent) City of Conroe funding match.

Fiscal Impact

Expenditure Amount:	$142,463.00
Revenue Amount:	$106,847.00
Account Number:	001-1300
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Resolution

CERTIFICATE FOR RESOLUTION

I.

On the _____ day of March, 2025, 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 R. 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.

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

RESOLUTION NO. _____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) HAZARD MITIGATION GRANT PROGRAM FOR BACKUP GENERATOR REPLACEMENT AT FIRE STATIONS 1 AND 6 FOR THE FY 2025-2026; AUTHORIZING THE FIRE CHIEF OF THE CITY OF CONROE, TEXAS TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY AND RELATED TO THE GRANT APPLICATION(S); PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of _____, seconded by _____, 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 March, 2025.

_____
SAMI H. QUINLAN, Interim City Secretary

RESOLUTION NO. _____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) HAZARD MITIGATION GRANT PROGRAM FOR BACKUP GENERATOR REPLACEMENT AT FIRE STATIONS 1 AND 6 FOR THE FY 2025-2026; AUTHORIZING THE FIRE CHIEF OF THE CITY OF CONROE, TEXAS TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY AND RELATED TO THE GRANT APPLICATION(S); PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * *

WHEREAS, the City Council of the City of Conroe, Texas, finds it in the best interest of the citizens of Conroe, that the Fire Department's Backup Generator for Fire Stations 1 and 6 replacement program be funded for Fiscal Year 2025-2026 and an application be to the Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant Program to assist in this funding; and

WHEREAS, the City of Conroe shall agree to provide applicable matching funds for said program as required by the Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant Program; and

WHEREAS, in the event of loss or misuse of any funds received under an awarded grant, the City of Conroe assures that the funds will be returned to the TDEM in full.

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

Section 1. The facts and matters set forth in the recitals are true and correct.

Section 2. That the City of Conroe approves submission of the grant application for the backup generator replacement for Fire Stations 1 and 6 to the TDEM.

Section 3. The City of Conroe designates Fire Chief Paul D. Sims as the City's authorized official with the power to apply for, accept, reject, alter or terminate a grant from the Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant Program on behalf of the City of Conroe.

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

PASSED AND APPROVED this _____ day of March, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
Michael T. Garner, City Attorney

ATTEST:

_____
Sami H. Quinlan, Interim City Secretary

Meeting Date: 03/12/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Presentation

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

Description
Presentation on Archery Tournament and Course.

Summary / Recommendation
Presentation on Archery Tournament and Course.

Meeting Date: 03/12/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Presentation

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

Description
Presentation on Downtown Ranger Program.

Summary / Recommendation
Presentation on Downtown Ranger Program.

Meeting Date: 03/12/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Resolution

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

Description
Discuss a Petition consenting to the annexation of 55.55 acres of land, more or less, into the boundaries of the East Montgomery County Utility District No. 3.

Summary / Recommendation
Discuss a Petition consenting to the annexation of 55.55 acres of land, more or less, into the boundaries of the East Montgomery County Utility District No. 3.

Attachments

Petition East Co Utility District Annexing 55+ Acres
M & B East Co Utility District Annexing 55+ Acres
Resolution East Montgomery County Utility District Annexing 55* Acres

EXHIBIT "A"

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

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

EAST MONTGOMERY COUNTY IMPROVEMENT DISTRICT (referred to herein as the "Landowner"), being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the Central Appraisal District of Montgomery County, Texas, and East Montgomery County Municipal Utility District No. 3 (the "District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petition for consent to include additional land in a municipal utility district. In support of this Petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by Senate Bill 1784, Act of the 77th Legislature of the State of Texas, dated June 16, 2001. The District operates pursuant to Chapter 49 and Chapter 54, Texas Water Code, as amended.

II.

Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the Montgomery Central Appraisal District. Landowner represents and warrants that the lienholder consenting to this petition below is the only holder of liens against the land sought to be annexed.

III.

The land sought to be added to the District consists of two tracts, the acreage of which are accurately described by metes and bounds in **Exhibits "A-1" and "A-2",** attached hereto and incorporated herein for all purposes, and is situated wholly within Montgomery County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of the Texas Local Government Code, Section 42.021 et seq., as amended, said area is within the extraterritorial jurisdiction of the City of Conroe and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

IV.

The general nature of the work proposed to be done in the area sought to be annexed 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, domestic 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 harmful excesses of water in the area; and
(4) provide roads and parks and recreational facilities.

V.

There is a necessity for the improvements above described for the following reasons. 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 land sought to be added to the District is not supplied with an adequate waterworks and sanitary sewer system, drainage system, roads, parks or recreational facilities, nor is it presently economically feasible for such facilities to be provided to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system, drainage and storm sewer system, and roads, parks and recreational facilities for and within the land sought to be added to the District. A public necessity exists for the addition of the aforesaid lands to the District in order to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, drainage and storm sewer system, and roads, parks and recreational facilities, so as to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

Petitioner agrees and covenants to abide by the conditions set forth in **Exhibit B**, attached hereto and made a part hereof for all purposes, until such time as said conditions may be changed by City of Conroe ordinance or resolution, either specific or general.

VII.

It is estimated by the Petitioner, from such information as is available at this time, that the development contemplated within the proposed area to be annexed will have a value of approximately $50,888,200.00.

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

Dated this the 7th day of November, 2024.

EAST MONTGOMERY COUNTY
IMPROVEMENT DISTRICT

By: _____
Frank McCrady
President/CEO

Petitioner

ATTEST:

By: _____
Katherine Persson
Secretary

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on November 7, 2024, by Frank McCrady, President/CEO of the East Montgomery County Improvement District.

DAWN ELIZABETH HUMPHREY
Notary Public, State of Texas
Comm. Expires 07-27-2026
Notary ID 2945120

(SEAL)

_____
Notary Public in and for the
State of Texas

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

By: _____
Phil Maybee
President, Board of Directors

Attest:

By: _____
Asst. Secretary

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this November 14, 2024, by Phil Maybee, President of East Montgomery County Municipal Utility District No. 3.

JACQUELYN GOODWIN
Notary Public, State of Texas
Commission Expires 06-06-2028
Notary ID 130686756

_____
Notary Public in and for the
State of Texas

(SEAL)

The undersigned, being the holder of liens against the Property described in the foregoing Petition, hereby acknowledges and consents to said Petition.

THIRD COAST BANK, a Texas state bank
(formerly known as THIRD COAST BANK SSB)

By: Tim C Baker
Name: Tim Baker
Title: EVP Regional President

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on this the 18th day of November, 2024, by Gabriela Santos, Notary of THIRD COAST BANK, a Texas state bank (formerly known as THIRD COAST BANK SSB, on behalf of said bank.

(SEAL)

GABRIELA SANTOS
Notary Public, State of Texas
Commission Expires 04-10-2027
Notary ID 134295323

Gabriela Santos
Notary Public in and for the
State of T E X A S

EXHIBIT "A-2"

18.92 Acres of Land
Thomas Waring Survey, Abstract No. 608
Milton Robertson Survey, Abstract 44
Montgomery County, Texas

METES AND BOUNDS DESCRIPTION
18.92 ACRES OF LAND
THOMAS WARING SURVEY, ABSTRACT NO. 608
MILTON ROBERTSON SURVEY, ABSTRACT 44
MONTGOMERY COUNTY, TEXAS

Description of 18.92 acres or 824,186 square feet of land, being all of that certain called 50.000-acre tract, conveyed to Bak Hyun Pak, by deed recorded under Montgomery County Clerk's File No. 9701175 on January 8, 1997, and being further situated within the Thomas Waring Survey, Abstract No. 608, and Milton Robertson Survey, Abstract 44, Montgomery County, Texas;

All Bearing referenced herein are based on the monumented south boundary line of that certain 1,177.3611-acre tract conveyed by deed to C.E. Campbell Interest, L.P. as recorded under Montgomery County Clerk's File No. 99101071, called South 89°18'20" East. (To convert bearing base to NAD83 Horizontal Projection, Zone Texas Central 4203, rotate -4°10'25", being North 03°28'45" East, unless otherwise noted).

BEGINNING at a 5/8-inch iron rod with cap found marking the northwest corner of a called 29.100-acre tract conveyed to East Montgomery County Improvement District by deed recorded under Montgomery County Clerk's File No. 2021146144, same being on the south boundary of a called 40.000-acre tract conveyed to Victor Pinedo and Carolina Gaeta by deed recorded under Montgomery County Clerk's File No. 2004-030732, same marking the northeast corner of the herein described tract;

THENCE South 05° 28' 22" East, along the westerly line of said 29.100-acre tract, for a distance of 490.01 feet, to a 5/8-inch iron rod with plastic cap found for corner;

THENCE South 19° 11' 20" West, along westerly line of said 29.100-acre tract, for a distance of 300.00 feet, to a 5/8-inch iron rod with plastic cap found for corner, same being on the northly line of a called 10.00 acre tract conveyed to East Montgomery County Improvement District, by deed recorded under Montgomery County Clerk's File No. 2020110361, same being the southwest corner of said 29.10 acre tract, same being the southeast corner of the herein described tract;

THENCE North 70° 48' 40" West, along the southern line of said 50.00 acre tract, same being the northerly line of said 10.00 acre tract, passing a 5/8-inch iron rod with plastic cap found at 296.58 feet marking the northwest corner of said 10.00 acre tract and the northeast corner of a called 5.80 acre tract (Tract 2) conveyed to Jasinto Deleon, by deed recorded under Montgomery County Clerk's File No. 2008109461, continuing for a total distance of 1,401.89 feet to a 5/8-inch iron rod with plastic cap set for corner, same being the southeast corner of a called 2.00 acre tract remaining out of the called 50.00 acre tract;

THENCE North 02° 08' 41" East, entering into said 50.00-acre tract, for a distance of 291.60 feet, to a 5/8-inch iron rod with plastic cap set for corner, same being the northeast corner of a called 2.00-acre tract remaining out of the called 50.00-acre tract;

THENCE North 87° 51' 19" West, within said 50.00-acre tract, for a distance of 356.02 feet, to a 5/8-inch iron rod with plastic cap set for corner, same being the northeast corner of a called

EXHIBIT "A-2"

18.92 Acres of Land
Thomas Waring Survey, Abstract No. 608
Milton Robertson Survey, Abstract 44
Montgomery County, Texas

2.00-acre tract remaining out of the called 50.00-acre tract, same being on the easterly right-of-way of Cooper Road;

THENCE North 12° 22' 15" East, along the easterly right-of-way of said Cooper Road, same being the westerly line of said 50.00-acre tract, for a distance of 20.36 feet to a 5/8-inch iron rod with plastic cap set for corner;

THENCE North 06° 23' 36" East, along the easterly right-of-way of said Cooper Road, same being the westerly line of said 50.00-acre tract, for a distance of 50.10 feet to a found pinched iron pipe found for corner, same being the northwest corner of said 50.00-acre tract, same being the southwest corner of said 40.00-acre tract;

THENCE South 87° 51' 19" East, along the northly line of said 50.00-acre tract, same being the southerly line of said 40.00-acre tract, for a distance of 1,711.99 feet to the **POINT OF BEGINNING** and containing within these calls 824,186 square feet or 18.92 acres of land.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN, EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Compiled by:
J.A. Costanza & Associates Engineering, Inc.
T.B.P.L.S. Firm Registration No. 10114300
4301 Center Street, Deer Park, Texas 77536
281-930-9339
October 30, 2024

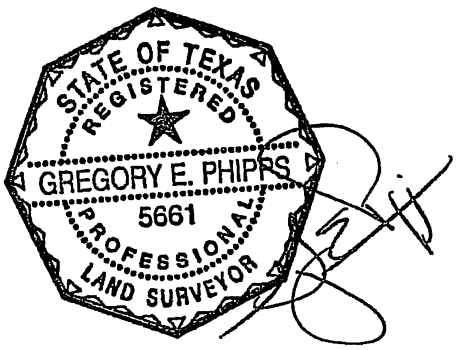


Exhibit B
Conditions

(a) Prior to the sale or offer to sell any bonds of the District, the undersigned proponents will have a duplicate original of this Agreement approved, ratified, and executed by the governing body and officers of the District, and will deliver, or cause to be delivered, such executed Agreement to the Legal Department of the City of Conroe. Bonds may be issued by the District only for the purpose of purchasing and constructing or purchasing or constructing, or under contract with the City of Conroe, or otherwise acquiring waterworks systems and sanitary sewer systems, storm sewer systems and drainage facilities, park and recreational facilities, and roads, or parts of such systems, facilities, and roads, and to make any and all necessary purchases, constructions, 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/or maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds shall expressly provide that the District reserves 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 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 ninety-five percent (95%) of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will 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 that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Conroe, Texas, annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. 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.

(b) The District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and Engineering of the City of Conroe or to his or her designated representatives, before the commencement of any construction within the District, all plans and specifications for the construction of waterworks systems and sanitary sewer systems, storm sewer systems and drainage facilities, park and recreational facilities, and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances installed or used within the District will conform exactly 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, will comply with the City of Conroe's standard plans and specifications. Prior to the construction of such systems, facilities, and roads within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced.

The construction of the District's waterworks systems and sanitary sewer systems, storm sewer systems and drainage facilities, park and recreational facilities, and roads will 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 systems, facilities, and roads, the Director of Public Works and Engineering of the City of Conroe, or his or her designated representatives, will make periodic on- the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Department of Health, as required by Section 20(a) of Article 4477-1, Texas Revised Civil Statutes. The District will agree to make periodic analyses of its discharge pursuant to the provisions of the Texas Water Quality Board (now the Texas Commission on Environmental Quality) Order No. 69-1219-1 and further will agree to send copies of all such effluent data to Public Works and Engineering, City of Conroe, as well as to the Texas Commission on Environmental Quality. The District will agree that representatives of the City of Conroe may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof. The District will agree that development in the District will be monitored to assure that it does not exceed wastewater treatment plant capacity.

(d) The District, its Directors, officers, or the developers and landowners will not permit the construction of nor commit to any development within the District that will result in a wastewater flow to the serving treatment facility that exceeds that facility's legally permitted average daily flow limitations.

(e) The owner or the developer of the land included within the limits of the District, prior to the sale of any lot or parcel of land, shall obtain the approval of a Planning Commission of the City of Conroe of a plat which will be duly recorded in the Map and Plat Records of Montgomery County, Texas, and otherwise comply with the rules and regulations of the Planning Department of the City of Conroe.

CERTIFICATE FOR RESOLUTION

I.

On the 13th day of March, 2025, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Duke W. Coon, Mayor; Hary Hardman, Mayor Pro Tem, Council Members Shana Arthur, David Hairel, Howard Wood, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF EAST MONTGOMERY COUNTY UTILITY DISTRICT NO. 3

III.

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

IV.

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

SIGNED AND SEALED this 13th day of March, 2025.

_____

SAMI QUINLAN, Asst. City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF EAST MONTGOMERY COUNTY UTILITY DISTRICT NO. 3

* * * * * * * * * * *

WHEREAS, by Resolution No. 4125-14, passed and approved on April 10, 2014, as subsequently amended by Resolution No. 4222-15, passed and approved on March 26, 2015 (the "Consent Resolution"), the City Council of the City of Conroe, Texas, (the "City") established certain terms and conditions (the "Consent Conditions") applicable to the annexation of territory in the extraterritorial jurisdiction of the City of Conroe, Texas by East Montgomery County Utility District No. 3 (the "District"); and

WHEREAS, such terms and conditions include, among other matters, the requirement that the City's written consent be granted by resolution or ordinance of the City Council prior to the annexation of additional land to the District; and

WHEREAS, by petition dated November 7, 2024, a copy of which petition is on file with the City Secretary of the City of Conroe, Texas and incorporated herein by reference, East Montgomery County Improvement District, joined by the District has requested the City's consent to the District's annexation of 55.55 acres of land described in the petition attached hereto as Exhibit A and incorporated herein by reference, said land to be annexed and included within the boundaries of the District and made subject to the previously established Consent Conditions prescribed by the Consent Resolution; and

WHEREAS, the City Council finds and determines that it is in the public interest to grant the petition and permit the land described in Exhibit A to be included within the boundaries of the District;

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

Section 1. All of the matters and facts set out in the preamble hereof are true and correct.

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution is agreed upon subject to the Districts understanding that any change to the District's boundary, where sub-dividing, increasing, or decreasing must be approved by the City of Conroe prior to the action by the District.

Section 4. The City Council of the City of Conroe, Texas, hereby consents to the District's annexation of the lands described by metes and bounds in the Petition attached hereto as Exhibit A, said consent being given subject to the Consent Conditions heretofore established by the Consent Resolutions which conditions are extended and made applicable to the property described in the attached Petition upon the annexation of such property by the District. This consent shall be automatically revoked if the District does not complete the annexation within 180 days of the date of this resolution, otherwise to remain in full force and effect.

Section 5. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 13th day of March, 2025.

_____
DUKE W. COON, MAYOR

APPROVED AS TO FORM:

_____
MIKE GARNER, City Attorney

ATTEST:

_____
SAMI QUINLAN, Asst. City Secretary

Meeting Date: 03/12/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Resolution

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

Description
Discuss a Resolution supporting special legislation for the creation of Montgomery County Municipal District (MUD) No. 263, an In-City MUD, and authorize the Mayor to sign support letter.

Summary / Recommendation
iscuss a Resolution supporting special legislation for the creation of Montgomery County Municipal District (MUD) No. 263, an In-City MUD, and authorize the Mayor to sign support letter.

Attachments

Resolution MUD 263
MUD 263 Special Legislation
Letter for Mayor's Signature

CERTIFICATE FOR RESOLUTION

I.

On the 13th day of March, 2025, 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 R. 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 was called and a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____-25

A RESOLUTION SUPPORTING SPECIAL LEGISLATION CREATING MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 263

III.

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

IV.

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

SIGNED AND SEALED this 13th day of March, 2025.

_____
SAMI QUINLAN, City Secretary

RESOLUTION NO. _____-25

A RESOLUTION SUPPORTING SPECIAL LEGISLATION CREATING MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 263

WHEREAS, the landholder of the District has requested the City of Conroe's support for the legislative creation of Montgomery County Municipal Utility District No. 263; and

WHEREAS, the City of Conroe has no objection to the proposed legislation in substantially the form attached hereto as Exhibit A.

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

Section 1. The City has no objection to the passage of special legislation in substantially the form attached hereto as Exhibit A by the Texas Legislature for purposes of authorizing the creation of Montgomery County Municipal Utility District No. 263, which shall be subject to City district consent conditions.

Section 2. This Resolution shall be in effect immediately upon adoption.

PASSED AND APPROVED this 13th day of March, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
MICHAEL GARNER, City Attorney

ATTEST:

_____
SAMI QUINLAN, Asst. City Secretary

By: _____ __.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the Montgomery County Municipal Utility District No. 263; 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 _____ to read as follows:

CHAPTER . MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 263

SUBCHAPTER A. GENERAL PROVISIONS

Sec. .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. 263.

Sec. .0102. NATURE OF DISTRICT. The district is a

municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. .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. .0104. CONSENT OF MUNICIPALITY REQUIRED. The temporary directors may not hold an election under Section .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 as required by applicable law.

Sec. .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. .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. .0201. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section .0202, directors serve staggered four-year terms.

Sec. .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 .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 .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 .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. .0301. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. .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. .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. .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. .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.

Sec. .306. DIVISION OF DISTRICT. (a) The board, on its own motion or on receipt of a petition signed by the owner or owners of a majority of the assessed value of the real property in the district, may adopt an order dividing the district.

(b) An order dividing a district may create one or more new districts and may provide for the continuation of the district.

(c) An order dividing the district shall:

(1) name any new district;

(2) include the metes and bounds description of the territory of each of the districts;

(3) appoint temporary directors for any new district; and

(4) provide for the division of assets and liabilities

between the districts.

(d) The board may adopt an order dividing the district before or after the date the board holds an election to confirm the district's creation.

(e) The district may be divided only if the district:

(1) has never issued any bonds; and

(2) is not imposing ad valorem taxes.

(f) A new district created by the division of the district may not, at the time the new district is created, contain any land outside the area described by Section 2 of the Act enacting this chapter.

(g) On or before the 30th day after the date of adoption of an order dividing the district, the district shall file the order with the commission and record the order in the real property records of each county in which the district is located.

(h) This chapter applies to any new district created by the division of the district, and a new district has all the powers and duties of the district.

(i) A new district created by the division of the district shall hold a confirmation and directors' election.

(j) If the creation of the new district is confirmed, the new district shall provide the election date and results to the commission.

(k) A new district created by the division of the district must hold an election as required by this chapter to obtain voter approval before the district may impose a maintenance tax or issue bonds payable wholly or partly from ad valorem taxes.

(l) The district may continue to rely on confirmation, directors', bond, or tax elections held prior to the division.

(m) Municipal consent to the creation of the district and to the inclusion of land in the district acts as municipal consent to the creation of any new district created by the division of the district and to the inclusion of land in the new district.

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. .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 .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. .0402. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section .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. .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. .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. .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. 263 initially includes all the territory contained in the following area:

BEING a 87.24 acre tract of land in the John Corner Survey, Abstract 8, Montgomery County, Texas, and being all of a called 6.795 acre tract of land as recorded in Montgomery County Clerk's

File No. 2016-115162, all of a called 2.538 acre tract as recorded under Montgomery County Clerk’s File No. 2017-004689, all of a called 3.874 acre tract as recorded in Montgomery County Clerk’s File No. 9810532, all of a called 51.052 acre tract as recorded in County Clerk's File No. 2016-053457, a portion of a called 7.03 acre tract of land as recorded in County Clerk's File No. 2021-055312, and a portion of a called 26.11 acre tract of land as recorded in County Clerk's File No. 2020-099492. Said 87.24 acre tract being more particularly described as follows, with all bearings and grid coordinates referenced to NAD ’83 Texas Central Zone

COMMENCING at a 5/8” iron rod found { N: 10134219.32, E: 3770074.82} on the southerly Right of Way of State Highway 105, for the northwesterly corner of the JW Jolene Subdivision as recorded in Cabinet Z Sheet 6077 of the County Map Records, also being the northeasterly corner of the said 26.11 acre tract

THENCE S 09deg 54'13" W a distance of 807.15 feet along the westerly line of the JW Jolene Subdivision to a 5/8” iron rod found for the southwesterly corner of JW Jolene Subdivision and the POINT OF BEGINNING of the herein described tract;

THENCE S 79deg 28'19" E a distance of 321.02 feet along the southerly line of the JW Jolene Subdivision, to a 5/8” iron rod found for the southeasterly corner of the said JW Jolene Subdivision, also being the southwesterly corner of a called 3.50 acre tract of land as recorded in County Clerk's File No. 9356111;

THENCE S 79deg 46'38" E a distance of 189.11 feet along the southerly line of the said 3.50 acre tract, to a 5/8” iron rod found on the westerly line of Roman Hills Subdivision, Section 1 as recorded in Cabinet A, Sheet 81 of the County Map Records;

THENCE along the westerly line of Roman Hills Subdivision Section 1 the following:

THENCE S 52deg 21'56" W a distance of 32.70 feet;

THENCE S 21deg 37'14" W a distance of 369.55 feet;

THENCE S 56deg 37'54" W a distance of 1220.44 feet;

THENCE N 80deg 51'39" W a distance of 9.37 feet to the southeasterly corner of a called 11.06 acre tract of land as recorded in County Clerk's File No. 2020-142820

THENCE N 09deg 54'13" E a distance of 794.76 feet along the easterly line of the said 11.06 acre tract to a 5/8" iron rod found for the northeasterly corner of the said 11.06 acre tract;

THENCE N 80deg 05'47" W a distance of 600.00 feet to a 5/8" iron rod found for the northwesterly corner of the said 11.06 acre tract;

THENCE S 09deg 54'12" W a distance of 812.79 feet along the westerly line of the said 11.06 to a ½" iron rod for the southwesterly corner of the said 11.06 acre tract, on the northerly line of a called 104.5 acre tract of land as recorded in County Clerk's File No. 2022-122722;

THENCE N 80deg 07'54" W a distance of 1075.26 feet along the northerly line of the said 104.5 acre tract to a 5/8" iron rod found for the southwesterly corner of the said 51.052 acre tract;

THENCE N 09deg 54'32" E a distance of 416.02 feet along the westerly line of the said 51.052 acre tract to the southeasterly corner of the said 3.874 acre tract;

THENCE N 80deg 07'20" W a distance of 10.57 feet to a 60' Right of Way known as Club Drive and recorded in County Clerk's File No. 9219822;

THENCE along the northeasterly line of Club Drive the following:

THENCE N 09deg 52'40" E a distance of 204.93 feet;

THENCE with a curve turning to the left with an arc length of 1042.73', with a radius of 1082.90', with a chord bearing of N 17deg 42'39" W, with a chord length of 1002.91';

THENCE N 45deg 10'35" W a distance of 458.77 feet;

THENCE with a curve turning to the right with an arc length of 322.04', with a radius of 337.41', with a chord bearing of N 17deg 51'07" W, with a chord length of 309.95' to the southerly Right of Way of State Highway No. 105 and being the northwesterly corner of the herein described tract;

THENCE along the southerly line of State Highway No 105 the following:

THENCE S 80deg 28'30" E a distance of 43.41 feet;

THENCE S 80deg 27'13" E a distance of 649.95 feet;

THENCE S 83deg 59'40" E a distance of 151.78 feet;

THENCE S 83deg 46'05" E a distance of 150.43 feet;

THENCE S 80deg 12'35" E a distance of 306.70 feet;

THENCE S 69deg 41'13" E a distance of 216.36 feet;

THENCE N 19deg 48'21" E a distance of 40.00 feet;

THENCE S 80deg 07'48" E a distance of 550.86 feet to the northwesterly corner of a called 3.948 acre tract of land as recorded in County Clerk's File No. 2016-102606;

THENCE S 09 deg 57'38" W a distance of 867.19 feet to the southwesterly corner of the said 3.948 acre tract;

THENCE S 80deg 05'47" E a distance of 200.00 feet to the southeasterly corner of the said 3.948 acre tract;

THENCE N 09deg 54'13" E a distance of 50.68 feet to a point

along the easterly line of the said 3.948 acre tract;

THENCE S 79deg 28'19" E a distance of 885.05 across the said 7.03 acre tract and the said 26.11 acre tract, to the POINT OF BEGINNING, and containing 87.24 acres of land, more or less.

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 ____, 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 January 1, 2026.

300 W. Davis
Conroe, Texas 77301

(936) 522-3009
duke.coon@cityofconroe.org

CITY OF CONROE
Est. 1904
From the Office of Mayor, Duke W. Coon

March 13, 2025

March __, 2025

The Honorable Lois Kolkhorst
Texas Senate District 18

The Honorable Will Metcalf
Texas House District 16

Re: Legislation proposing to create Montgomery County Municipal Utility District No. 263 (MUD 263)

Senator Kolkhorst and Representative Metcalf:

Please accept this correspondence as confirmation that the City of Conroe has no objection to the referenced legislation to create MUD 263. The City has reserved the right to issue formal consent to the creation of MUD 263 at a future date upon submission of a petition for same by the owner of land within the proposed district.

Should you have any questions regarding this matter, please do not hesitate to contact Nancy Mikeska, Deputy City Administrator and Director of Community Development, at (936) 522-3600.

Very truly yours,

Mayor Duke W. Coon
Mayor, City of Conroe

cc: Nancy Mikeska
Deputy City Administrator and Director of Community Development, City of Conroe

Sincerely,

Duke W. Coon
Mayor
City of Conroe

Meeting Date: 03/12/2025
Department: Legal
Contact: Mike Garner, City Attorney
Submitted By: Mike Garner, City Attorney

Workshop

Item Type: Resolution

Item Type: Resolution
M. Garner
Joint Meeting: No Joint Meeting

Description
Discuss a Resolution City of Conroe's casting 170 votes for Montgomery Central Appraisal District's Board of Directors.

Summary / Recommendation
The City is allotted 170 votes to cast for Montgomery Central Appraisal District's Board of Directors. The 170 can be cast for a single nominee or distributed among the eleven candidates.

Attachments

Dynamic/Garner/City Council
Dynamic/Garner/City Council

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of March, 2025, 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 R. 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 except to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CASTING THE CITY OF CONROE'S VOTES ON THE OFFICIAL BALLOT FO THE BOARD OF DIRECTORS ELECTON, 2025-2026 TERM, MONTGOMERY CENTRAL APPRAISAL DISTRICT.

III.

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

IV.

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

SIGNED AND SEALED this _____ day of March, 2025.

_____

SAMI QUINLAN, Interim City Secretary

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CASTING THE CITY OF CONROE'S VOTES ON THE OFFICIAL BALLOT FO THE BOARD OF DIRECTORS ELECTON, 2025-2026 TERM, MONTGOMERY CENTRAL APPRAISAL DISTRICT.

WHEREAS, Chapter 6, Texas Tax Code, establishes Appraisal Districts in each county within the State of Texas; and

WHEREAS, the County of Montgomery (herein after referred to as "the County" is a county located within the State of Texas; and

WHEREAS, the Montgomery Central Appraisal District (herein after referred to as "MCAD") is the appointed Appraisal District for the County; and

WHEREAS, the City of Conroe (herein after referred to as "the City") is located within Montgomery County; and

WHEREAS, the City is subject to MCAD; and

WHEREAS, the City is entitled to cast 170 votes in the election of the Board of Directors, for the 2024-2025 term, of MCAD; and

WHEREAS, the City may distribute the 170 votes as the City Council determines in the best interest of the City; and

WHEREAS, City Council has reviewed the candidacy of each of the candidates for the Board of Directors of MCAD as follows:

Arthur Bredehoft	Bruce Rieser
Dale Inman	Shaquille Sampson
Dr. Jerry Nash	Charles Shirley
Casey Olsen	Frank Smith
Luis Pedraza	Bruce Tough
Misty Perrine	

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

Section 1. That the City Council has cast _____ votes of the City's 170 votes for Arthur Bredehoft.

Section 2. That the City Council has cast _____ votes of the City's 170 votes for Dale Inman.

Section 3. That the City Council has cast _____ votes of the City's 170 votes for Dr. Jerry Nash.

Section 4. That the City Council has cast _____ votes of the City's 170 votes for Casey Olsen.

Section 5. That the City Council has cast _____ votes of the City's 170 votes for Luis Pedraza.

Section 6. That the City Council has cast _____ votes of the City's 170 votes for Misty Perrine.

Section 7. That the City Council has cast _____ votes of the City's 170 votes for Bruce Rieser.

Section 8. That the City Council has cast _____ votes of the City's 170 votes for Shaquille Sampson.

Section 9. That the City Council has cast _____ votes of the City's 170 votes for Charles Shirley.

Section 10. That the City Council has cast _____ votes of the City's 170 votes for Frank Smith.

Section 11. That the City Council has cast _____ votes of the City's 170 votes for Bruce Tough.

Section 12. This Resolution shall be effective immediately and shall be submitted to MCAD before March 21, 2025, in accordance with Chapter 6, Texas Tax Code.

PASSED AND APPROVED this the ____ day of March, 2025.

_____
DUKE W. COON, Mayor

APROVED AS TO FORM:

_____
Michael T. Garner, City Attorney

ATTEST:

_____
Sami H. Quinlan, Interim City Secretary

MONTGOMERY CENTRAL APPRAISAL DISTRICT

MONTGOMERY CENTRAL APPRAISAL DISTRICT
SHERRY C. HUNTER, RPA, CCA
CHIEF APPRAISER

109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

City of Conroe
Duke W. Coon, Mayor
PO BOX 3066
Conroe, Texas 77305-3066

February 25, 2025

Re: **VOTING BALLOT FOR THE ELECTION TO APPOINT FIVE (5) DIRECTORS TO THE MONTGOMERY CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS**

As you know, the taxing units are following a new procedure to select appraisal district directors this year as directed by SB 2 (Texas Property Tax Code Sections See 6.0301 and 6.03). All taxing units have completed the process that the law specifies for selecting a nominee. We are now entering the phase whereby the taxing units that are qualified to vote under Section 6.03(d) will select the directors from among the nominated candidates for the five (5) open seats on the appraisal district's board of directors. This letter begins the final step in the process of appointing five directors.

Pursuant to the voting entitlement calculations under Texas Property Tax Code Section 6.03(d), **City of Conroe** has **170** votes.

The governing body of each taxing unit is entitled to cast its votes for a candidate(s) of its choice from the names appearing on the appropriate Certification of Ballot. Your votes may be cast for one candidate or distributed among the candidates listed on the Certification of Ballot. See Property Tax Code Section 6.03 (c). Please be certain to write down the number of votes you wish to cast for the person(s) for whom you are casting your votes.

Each governing body that casts its votes for one or more of the candidates must formally adopt a resolution naming the person(s) for whom it votes, the number of votes cast for each person, and submit a certified copy to the chief appraiser. **The vote must be by resolution.**

The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to ***The Office of the Chief Appraiser, at 109 Gladstell St., Conroe, Texas 77301 or by mail at PO Box 2233, Conroe, TX 77305 by 5pm on March 21, 2025.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted.

The resolutions, or a certified copy thereof, together with the completed Certification of Ballot can also be submitted ***via e-mail to MCADBOD@mcad-tx.org*, with a Subject line stated "Ballot for Board of Directors". Emails must be received by 5pm on March 21, 2025, to be counted as timely**. If submitting the ballot via e-mail, the original must also be mailed to the address shown above via regular first-class mail.

The five candidates receiving the most votes will be appointed to the board of directors. S.B. 2 requires that in this first election three (3) members will be appointed to a three-year term, and two (2) members to a one-year term. The attached voting resolution states that the three candidates receiving the highest votes will serve three-year terms and the two candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

In counting votes cast in the final election involving all voting taxing units entitled to vote, the Tax Code requires the chief appraiser to separate the ballots returned by the Conservation and Reclamation Districts. Pursuant to Section 6.03(k), the candidate who receives the most votes of the Conservation and Reclamation Districts is considered to have received all the votes cast by the Conservation and Reclamation Districts. The other candidates receiving votes from the Conservation and Reclamation Districts who did not receive the most votes cast are considered to have received no votes from the Conservation and Reclamation Districts.

The chief appraiser will count the votes specified under the provisions contained within the Texas Property Tax Code. The chief appraiser will then declare the results and notify the winners, the nominees, and the presiding officers of each taxing unit by March 24, 2025.

A tie vote will be resolved by a method of chance chosen by the chief appraiser.

If you have any questions concerning the election, please contact me.

Sincerely,
Sherry C. Hunter, RPA, CCA
Chief Appraiser

Enclosures: Official Ballot
Resolution to Cast Votes

MONTGOMERY CENTRAL APPRAISAL DISTRICT

OFFICIAL BALLOT OF THE SPECIAL DISTRICTS CANDIDATE FOR THE MONTGOMERY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Please cast your **entitled votes (please see attachment)** for the candidate(s) of your choice to serve on the Board of Directors for the Montgomery Central Appraisal District for the term:

CANDIDATE	VOTES CAST
Arthur Bredehoft	_____
Dale Inman	_____
Dr. Jerry Nash	_____
Casey Olsen	_____
Luis Pedraza	_____
Misty Perrine	_____
Bruce Rieser	_____
Shaquille Sampson	_____
Charles Shirley	_____
Frank Smith	_____
Bruce Tough	_____

_____
Signature of Presiding Officer

Please return this completed Ballot with a Resolution by March 21, 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE

_____

Name of Taxing Entity

CASTING ITS VOTE TO APPOINT DIRECTORS
TO THE MONTGOMERY CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS

WHEREAS, the chief appraiser of the Montgomery Central Appraisal District has delivered to the presiding officer of this governing body the names of those duly nominated to be named a candidate to be appointed to serve on the board of directors of the Montgomery Central Appraisal District; and

WHEREAS, _____ (name of taxing entity) deems it appropriate and in the public interest to cast its vote for the candidate(s) of its choice to be appointed to serve on the board of directors of the Montgomery Central Appraisal District's Board of Directors; now, therefore

BE IT RESOLVED BY _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That _____ (name of taxing entity) does hereby cast its vote, by casting _____votes for the person(s) indicated on the enclosed Certificate of Ballot to be appointed to serve on the board of directors of the Montgomery Central Appraisal District.

Section 3. That the three candidates receiving the highest vote totals will serve three-year terms and the candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

Section 4. That the presiding officer be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Montgomery Central Appraisal District no later than 5:00 p.m. on March 21, 2025.

PASSED AND APPROVED this _____ day of _____ 2025.

_____

Presiding Officer

ATTEST

_____

Witness



Arthur J. Bredehoft
10 East Cottage Green St.
The Woodlands, TX 77382-1184
713-208-9726 (cell) and Email: arthurbredehoft@gmail.com

Objective:

Providing Leadership and Strategic Advice thru Collaboration in bring value for Customers and the Community.

Employment History:
2021-August

AJB Advisors,LLC.-Consigliere

1998-2020

A.P. Moller-Maersk
Positions in Sales-Customer Experience and Relationship Development.
Last Positions: Director of Global Key Account Management

1998-1978

Other Shipping and General Agents Companies.

Education:
1979

Masters in Business Administration-Marketing:
Seton Hall University-South Orange, New Jersey

1974

B.A. Political Science:
Jersey City State College- Jersey City, New Jersey

Community Activities:

Montgomery County Appraisal Director: October 2018-December 2019
Montgomery County Appraisal Director: January 2022-December 2024

Development Standards Woodlands Township: 2018-2025

Municipal Water Utility Metro Mud-Director: 2022-2026(term)

Former Municipal Water Utility Nbr.47 Director: 2003-2020 (term)
Former Woodlands Water Agency Trustee; 2015-2020.

Regional H-Water Planning Group: Since August 2022
Community Water Group: 2024-Advisory In Nature
Montgomery County Library Advisory Board: 2012-2027

Alden Bridge Residential Design Review Committee: 1999-2018

The Woodlands Home Owners Association, Directors: 2005-2009

Alden Bridge Village Association: 1999-2005
President: 2003-2005 &Vice President and Area Representative 2003-1999

Adopt-A-Path: Alden Bridge since 1999

George's Coffee Club of The Woodlands, Texas since 2021

Cottage Green Home Owners Association: April 2022-2024; President

Interfaith of The Woodlands- 2003-Current; Board of Advisor.

Dale Inman

Cell: 281-460-4900
Email: dale77304@gmail.com
Address: 411 S. Rivershire Drive, Conroe, TX 77304

OBJECTIVE

As a long-time servant of the people of Montgomery County, I look forward to continued service as a member of the MCAD.

PROFESSIONAL SUMMARY

- Current Senior Pastor of The Woodlands Bible Church
- Owner/Agent Nationwide Insurance Agency 1994-2018
  Strategic Area Manager of 3 offices with 25 employees.
- Senior Pastor Autumn Creek Baptist Church. Houston, Tx (6 years-current)
  Planning all activities, serving diverse populations, staff development
  Developed 3 church plants- Korean, Chinese, Spanish (community development)
- Adjunct Faculty Lee College: Professor of Business (2017-present)
- Faculty North Harris Montgomery College (1992-1998)
- Senior Pastor Calvary Road Baptist Church. Willis, Tx. (10 years).
- Faculty at Southwestern Baptist Theological Seminary. (7 years).

EDUCATION

- Sam Houston State University- MBA: Finance/Accounting
- Sam Houston State University- BBA: Marketing.
- Southwestern Baptist Theological Seminary- Masters of Divinity
  Language Specialization: Old Testament Hebrew / New Testament Greek.

ACCOMPLISHMENTS

- Board President of Veterans Patriots United (PTSD)
- Successfully developed multiple business ventures (Entrepreneurship)
- Foster parent/ Adoption advocate.
- Owned/managed insurance agency with $3.5 million in annual revenue.
  - Grew agency to 3500 clients. Budgeting, hiring, training, etc.

HOBBIES

- Reading
- Raising horses and cattle at our family farm in Huntsville.
- Building, woodwork, and construction.

Jerry A. Nash, Ph.D., FACHE

Dr. Jerry Nash is a seasoned healthcare executive and community leader with over 30 years of experience driving financial success, business development, and organizational efficiency in the healthcare industry. Known for his strategic planning, leadership, and innovative approaches, Dr. Nash has excelled in both not-for-profit and for-profit environments, managing multiple facilities and fostering impactful relationships with physicians and stakeholders.

With a Ph.D. in Developmental and Child Psychology from the University of Kansas, Dr. Nash combines academic expertise with practical leadership to improve clinical outcomes and organizational performance. He has a proven track record in cost containment, employee and patient satisfaction, quality improvement, and facility design, particularly in the development of cardiac and oncology programs.

Throughout his career, Dr. Nash has held executive roles, including CEO of Conroe Regional Medical Center and East Houston Regional Medical Center, where he successfully managed multi-million-dollar operations and led transformative initiatives. He also served as President/CEO of McAllen Heart Hospital, Vice President of Operations at Brim Healthcare, and Administrator/CEO for multiple facilities under OSF Healthcare System.

In addition to his professional achievements, Dr. Nash is deeply committed to serving his community. He is an active board member for several non-profit organizations, including Love Heals Youth, Access Builds Children, and the Child Welfare Board. His leadership extends to numerous community-focused initiatives such as the Montgomery County Economic Development Council, United Way, and the American Heart Association.

Currently, Dr. Nash is co-owner of Conroe based J&J Exports and Imports,LLC and Bomber Energy Drink, USA.

As a Fellow of the American College of Healthcare Executives and a recipient of numerous accolades, Dr. Nash remains a steadfast advocate for healthcare excellence and community well-being.

I have lived in Montgomery County for 19 years. My wife Jennifer and I have 3 children: twin daughters, Kari and Emily (22), and a son Jeffrey (17). My wife Jenn is a Nurse. Our daughter Emily graduated from Montgomery High School, then pursued her higher education at Lonestar Montgomery graduating with Honors and moving on to Texas A&M in College Station to gain her Batchelor's degree, and currently earning her master's degree from LSU. My daughter Kari graduated from Montgomery High School and then enlisted in the Army. She completed her enlistment time in the Army and is now pursuing higher education at Lonestar Montgomery. Our son Jeffrey is currently a Senior at Montgomery High School and is a member of the MHS varsity Golf Team. I was raised in the farming and ranching industry in Eastern Montana. I attended the University of Mary in North Dakota, Miles Community College in Montana, Chadron State college in Nebraska and Lonestar college in Montgomery. I was partners in a construction company for 9 years building homes and large-scale military housing projects In North Dakota, South Dakota, and Montana. I have worked in the offshore oil and gas industry for the last 15 years, first with Anadarko Petroleum and after the Occidental Petroleum buyout, I am currently still employed by Occidental Petroleum as the Gulf of Mexico Data Advisor and Business Process Owner. I am part owner of a molding and milling company here in Montgomery County (AIM Manufacturing). I sit on the board of directors of the Montgomery Economic Development Corporation, and I am on my second term as a Montgomery City Councilman. I believe my strong business experience and common-sense approach makes me well suited to bring value to the Montgomery Central Appraisal District's Board of Directors.

RESOLUTION NO. R-2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SUBMITTING NOMINEE(S) AS CANDIDATE(S) FOR THE ELECTION OF THE MONTGOMERY CENTRAL APPRAISAL DISTRICTS BOARD OF DIRECTORS.

WHEREAS, the City of Montgomery of Montgomery County Texas has been certified by the Chief Appraiser of the Montgomery Central Appraisal District as being eligible and entitled to nominate candidates to be placed on the county-wide ballot for the Montgomery Central Appraisal District's board of Directors; and

WHEREAS, Pursuant to Section 6.03 of the Texas Property Tax Code, the City of Montgomery may nominate a candidate for each of the five (5) positions to be filled on the Board of Directors; and

WHEREAS, the City Council of the City of Montgomery has determined that it is in the public interest to nominate the following person(s) as candidate(s) for an appointment to Board of Directors of the Montgomery Central Appraisal district.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS nominates the following person(s) for candidate(s) for appointment of the Board of Directors of the Montgomery Central Appraisal district.

Casey Olson _____ _____

_____ _____

_____

PASSED AND APPROVED this 10th day of **December**, **2024** by 04 (ayes) to 00 (nays) with 00 abstentions by a vote of the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Subject: Nomination for Montgomery County Appraisal District Board of Directors 12/9/2024

Dear Taxing Unit,

I am writing to formally submit my request for consideration for a position on the Montgomery County Appraisal District Board of Directors. I feel a strong sense of duty to give back to the community that has blessed me so generously over the years. It is with this spirit that I wish to serve my neighbors and fellow citizens in this capacity.
I believe I am qualified for this role due to my diverse experience in problem-solving, relationship-building, and budgeting. These skills have equipped me to work collaboratively to achieve common goals, and I am confident they will contribute to the success of the Appraisal District Board.
My motivation for seeking this position is not for personal gain—whether financial or social. Rather, I am committed to ensuring an efficient, fair, and transparent appraisal process that serves the needs of all stakeholders. I understand the vital role that tax revenues play in funding our local, state, and federal governments, and I will work diligently to help achieve appropriate and sustainable tax revenue goals.
Thank you for considering my nomination. I look forward to the opportunity to contribute to the continued growth and fairness of our community.

Sincerely,

Luis Pedraza

Bio for JL (LUIS) PEDRAZA

- Retired from Chevron Phillips Corporation in May 2019.
- Republican Precinct Chair #110 from 2021 to present. Currently Chair the Republican Party Review Committee, member of the Legislative, MOCO 1st and Technology Committees.
- Chaired the Resolution Committee SD4 convention in May 2024. Presented findings to the entire SD4 convension body.
- Eagle Forum Treasurer 2024.

PROPESSIONAL EXPERIENCE

July 2012 to May 2019 - Chevron Phillips Chemical Company
Senior Environmental Specialist at Cedar Bayou's Plant in Baytown Texas and Drilling Specialties Company (DSC) a wholly owned subsidiary of the Chevron Phillips Chemical Company.

December 2008 to July 2012- Chevron Phillips Chemical Company
Environmental Advisor for Chevron Phillips Chemical Company at the corporate Head Quarters in the Woodlands Texas.

May 2003 to December 2008- Lyondell Chemical Company
Principle Environmental Engineer for the Lyondell Chemical Company.

February 2000 to May 2003- Dow Chemical Company
In February 2000, Union Carbide Corporation was merged by the Dow Chemical Company. Job function changed to the Site's Leverage Specialist for the Dow Chemical Company.

August 1979 to February 2000 Union Carbide Corporation Production Engineer and Environmental Engineer.

Education
University of Texas - Austin, Texas
Earned B.S. degree in Chemical Engineering May 1979

Misty Perinne

Misty Perinne is a dedicated community leader and experienced sales professional with a strong background in government, nonprofit leadership, and residential development. She has been actively involved in various leadership roles that support responsible governance, community growth, and strategic development in Montgomery County.

Since December 2022, Misty has served as a Board Member for the Montgomery Central Appraisal District (MCAD), she originally volunteered to fill the remaining term of a vacated position. In 2024 Misty was elected in the general election to fill a 2-year term.

With over two decades of experience in institutional food service equipment sales, Misty serves as the Central Regional Sales Manager for IFE Group, where she oversees sales and marketing efforts across the Central United States, Central and South America, and Europe. Her expertise in business development, contract negotiations, and client relations has positioned her as a leader in her industry.

Beyond her professional achievements, Misty is deeply involved in community service, holding multiple leadership positions in government, nonprofit, and residential organizations. She is committed to fostering sustainable growth, responsible development, and community engagement in Montgomery County.

Volunteer Experience

Community and Government Leadership

- **Montgomery County Appraisal District (MCAD) Board Member** (December 2022 – Present)
- **Montgomery County Grants & Community Development Advisory Committee, Pct 3 Committee Member** (2021 – Present)
- **Montgomery County Precinct 3 Commissioner's Advisory Council, Member** (2015 – 2024)
- **South Montgomery County Fire Department ESD 8, Commissioner** (2019 – Present)

Nonprofit and Organizational Leadership

- **Holcomb YMCA, Board Chair** (2020 – Present)
- **Delta Gamma Foundation, National Cabinet – Director of Grants** (2004-2012)
- **Houston Montgomery County Delta Gamma Alumnae Chapter**
  - **Founding Member** (Established Chapter in 2010)
  - **President** (2005 – 2011)

Residential and Community Development

- **Benders Landing Estates Board of Directors**
  - **Board Member** (2014 – Present)
  - **President** (2015 – Present)
- **Benders Landing Estates Architectural Control Committee**
  - **Voting Member** (2013 – 2021)
  - **Board Liaison** (2021 – Present)

R. BRUCE RIESER

Retired Airline Executive
President and Founder of SKR Consulting LLc

After completing a thirty-four year career at British Airways, I retired as Director Properties, the Americas. In that role, I was responsible for all of the corporation's real estate assets and airport replationships in the Western Hemisphere. In 2011, I founded SKR Consulting which provides tactical, operation and real estate advice to the Transportaion industry.

CONTACT

713-628-3422 (mobile)
bruce @skr-llc.com

PERSONAL

I was born in Columbus, Ohio the oldest of five siblings.

Having an airline career inevitably means moving around. I have resided in Chicago, Detroit, New York, London, Pittsburgh, Philadelphia and Houston.

For thirty-nine years, I have been married to my wife Sarah. Our adult daughter, Katelin, resides in Houston.

Sarah an I are also members of Grace Woodlands Church.

My hobbies include reading, playing with our dog Ozzie and the occasional round of golf.

EXPERIENCE AND QUALIFICATIONS

1989-Present - Resident of Montgomery County
1977-2010 - British Airways, Director Properties, the Americas
2011-Present - President and Founder SKR Consulting LLc
2016-2022 - Vice Chairman The Woodlands Township BoD
2016-2022 - Chairman Visit The Woodlands
2016-2018 - Woodlands Road Utility District 1 BoD
2016-2022 - Chairman Township One Water Taskforce
2018-2022 - Economic Development Committee

ADDITIONAL AFFILIATIONS

1995-2005 - President British American Business Council Houston
2002-2005 - National BABC Board of Directors, Washington DC
1997-2002 - Vice Chairman The Children's Assessment Center Foundation Board of Directors Houston
2011-2021 - Anchor Industries BoD Evansville, IN.
2023-Present - Mighty Oaks Foundation Board of Directors Houston
2023-Present - President, Texas Patriots PAC BoD

CHARLES R. SHIRLEY

- Owner, Aidan Capital Management, Inc., a real estate investment and advisory company.
- Treasurer, Montgomery County Hospital District.
- Treasurer, Montgomery County Republican Party.

PROFESSIONAL EXPERIENCE

February 2000 to Present – Aidan Capital Management, Inc.
Aidan Capital works as a partner with various public companies. For almost 25 years, we have provided financing using our own capital and the capital of institutional investors, private equity groups, and hedge funds. We act as a principal in each transaction. Our firm is composed of professionals with over 80 years of experience in the public markets, in real estate development, and the natural resources industries.

January 2023 to Present – Montgomery County Hospital District
In November 2022, I was elected to the Montgomery County Hospital District board of directors. I currently serve as Treasurer.

MCHD provides healthcare to the indigent residents of Montgomery County. In addition to managing its Health Care Assistance Program (HCAP), MCHD operates the county's 911 ambulance service, manages the county's Public Health District and offers a variety of community and professional education programs.

November 1996 to February 2000 – Citigroup (Smith Barney)
Before starting my own investment advisory business, Aidan Capital, I worked as an investment advisor for Smith Barney.

October 1995 to November 1996 – Dole/Kemp '96 presidential campaign
While working for the Department of Energy in Washington, DC, I served as the National Coordinator for Native Americans for Bob Dole presidential campaign.

Education

Washburn University School of Law - Topeka, Kansas
Earned Juris Doctor December 1988

University of Kansas - Lawrence, Kansas
Earned Bachelor's degree in English May 1985

Frank Smith Biography

Frank Smith was born in Austin, Texas, and has been in service to his community his entire adult life. He graduated from Smiley High School in 1966 when he was named the Most Outstanding Player in Texas. Frank was in the United States Marine Corps from 1969-1975, where he was the #1 boot camp recruit. He worked his way up through the ranks, first as a Corporal, then as a Sergeant in his third year, when he was made a squad leader.

In 1982 Frank moved to Montgomery County, Texas and he has resided in that great county ever since. He first lived in Woodbranch for 15 years, where he and his beautiful wife of 48 years raised their two sons, who graduated from New Caney High School. In 1996 Frank and Debby moved to Stonecrest Ranch, where Frank served as one of the original Board Members of the Stonecrest Homeowner's Association.

Frank served as a Board Member of the Splendora Baptist Church, where he also served as a Sunday school teacher, and a Training Union Director. Frank was a founding member of Santa's Kids, providing bicycles to children in need for 12 years. He has been the owner/operator of ET Motors in New Caney for 36 years.

Candidate Profile: Bruce Tough

Bruce Coulson Tough currently serves on the Montgomery Central Appraisal District Board as Chairman. He earned his undergraduate degree from the University of Houston, graduating with a Bachelor of Science Degree with Honors. He received his Doctorate of Jurisprudence from the University of Houston Law Center. Tough is the founder of Tough Law Firm, PLLC, voted as the 2010 Small Business of the Year Award by the Lone Star College System, Montgomery College, located in The Woodlands area.

Tough moved to The Woodlands, Texas in 1996 and first became involved in the community by becoming elected as a director on The Woodlands Community Association Board (WCA), the forerunner of the current Woodlands Township. He held the position on WCA from 1999 to 2010, holding the position of president from 2000-2004. He was also elected as Chairman of The Woodlands Community Service Corporation, which provided city type services to all the residents of The Woodlands. Bruce was honored as a hometown hero in The Woodlands and Citizen of the Year for his service to the community.

Bruce Tough was elected as President of The Woodlands Fire Department in 2000-2004, 2006-2011 during which time the department increased it Public Protection Class rating, commonly referred to as an ISO rating, from an ISO (4) Four to an ISO (1) One. The department also built a state of the art training facility and central fire station to meet the preparedness and development needs of regional entities in the area of emergency management and response under Tough's leadership.

In 2003, Bruce Tough was elected as a Trustee on the Conroe Independent School District and served in that position until 2008. Also in 2008, Tough was elected for the position of Director on the Board of Directors of the newly formed government entity, The Woodlands Township. He served as Chairman of the Board from 2010-2015.

Tough has served as a Director and Chairman of The Woodlands Area Chamber of Commerce/ The Woodlands Chamber of Commerce, Team Leader and MC of the Annual Economic Outlook Conference, District Chairman of the Boy Scouts of America Tall Timbers District and the George Strake District, as well as many other civic activities in The Woodlands, Montgomery County and Houston region.

Bruce Tough has served on many boards and organizations, including the Center for Houston's Future, March of Dimes, and he currently serves on the Houston advanced Research Center.

Bruce Tough resides with his wife, Diana, and four daughters, Madison, Tara, Abby and Sydney, in The Woodlands, Texas.

Meeting Date: 03/12/2025
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Yanira Peres-Gutierrez, Adm. Assistant - Legal

Workshop

Item Type: Executive Session

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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 and governing documents of the Conroe Local Government Corporation (Sec.551.071).
*Legal advice concerning pending litigation in Docket No. 24-08-11842. (Sec.551.071).
*Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
*Personnel Matters (Sec.551.074).

Summary / Recommendation
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