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: APRIL 23, 2025 -- 2:00 P.M.
RECONVENES: APRIL 24, 2025 -- 9:30 A.M.

CALL TO ORDER

ROLL CALL

WORK SESSION

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.

1. Administrative Update
   N. Mikeska

2. Discuss permit requirement for construction in the right-of-way per Ordinance 2373-17.
   N. McGuire

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

4. Discuss temporary Development Moratorium within certain specified areas of the city.
   N. McGuire

5. Conduct a (2ND) Public Hearing on an Ordinance of the City Of Conroe, Texas, enacting a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in certain, specified areas of the city; providing for an effective date, extensions, exceptions and exemptions, appeals, and other related matters.
   N. McGuire

6. Discuss the purchase of OpenGov Software for Building Inspections & Permits, Engineering, and the Purchasing Department.
   N. McGuire

7. Discuss purchase of 4 replacement PD Tahoes.
   J. Buckholtz

8. Discuss the awarding of RFQ Design/Build Services and Contract Negotiations for Conroe Fire Station #8 to SLI Group, Inc.
   P. Sims

9. Discuss the $115,732.70 increase of the purchase order to Montgomery County Utility District #138 (Pine Cove Section) pursuant to the Utility and Road Agreement due to the increase and collections in the Certified Taxable Value.
   N. Mikeska

10. Discuss approving an amendment to the Amended and Restated Montgomery County Public Health District Cooperative Agreement with Montgomery County and the City of Panorama Village.
    M. Garner

11. Discuss a Resolution requiring in-person attendance of Council Members during authorized executive sessions of City Council.
    M. Garner

12. Discuss a Resolution reappointing directors to the Conroe Municipal Management District No. 1 Board of Directors.
    M. Garner

13. Discuss Re-appointment of two directors to the board of the Westwood Magnolia Parkway Improvement District.
    M. Garner

14. Discuss a Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the Blue Heron Bay Property Owners Association to provide funding to assist with silt remediation
    M. Garner

Recess Open Meeting in order to conduct Closed Executive Session for consultation with attorney to receive legal advice concerning the following threatened, contemplated or pending claims and litigation, and to deliberate other matters as authorized by Texas Government Code Chapter 551 relating to:

15. *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

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.

Reconvene Open Meeting

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

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

RECESS

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: 04/23/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Presentation

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

Description
Discuss permit requirement for construction in the right-of-way per Ordinance 2373-17.

Summary / Recommendation
Discuss Ordinance No. 2373-17 Permit Requirements for Construction in the Right-of-Way such as current fiber construction.

Attachments

Ordinance 2373-17

CERTIFICATE FOR ORDINANCE

I.

On the 24th day of August, 2017, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Toby Powell, Mayor; Mayor Pro Tem Duke Coon; Council Members Gil Snider, Duane Ham, and Seth Gibson,** 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: **Councilman Martin**. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

ORDINANCE NO. 2373-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING CHAPTER 58, CODE OF ORDINANCES, CITY OF CONROE, TEXAS BY ADOPTION OF A NEW ARTICLE I STYLED "RIGHT-OF-WAY MANAGEMENT" AND A NEW ARTICLE II STYLED "NETWORK PROVIDERS AND NETWORK NODES"; PROVIDING FOR PERMITTING, ADMINISTRATION AND ENFORCEMENT INCLUDING IMPOSITION OF A CRIMINAL PENALTY NOT TO EXCEED $500 UPON CONVICTION OF A VIOLATION; PROVIDING FOR THE ADOPTION OF A DESIGN MANUAL GOVERNING THE INSTALLATION OF NETWORK FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; APPROVING THE FORM OF A POLE ATTACHMENT AGREEMENT; PROVIDING FOR PUBLICATION, EFFECTIVE DATE AND OTHER RELATED MATTERS

III.

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

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

SIGNED AND SEALED this 24th day of August, 2017.

SOCO M. GORJON, City Secretary

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING CHAPTER 58, CODE OF ORDINANCES, CITY OF CONROE, TEXAS BY ADOPTION OF A NEW ARTICLE I STYLED "RIGHT-OF-WAY MANAGEMENT" AND A NEW ARTICLE II STYLED "NETWORK PROVIDERS AND NETWORK NODES"; PROVIDING FOR PERMITTING, ADMINISTRATION AND ENFORCEMENT INCLUDING IMPOSITION OF A CRIMINAL PENALTY NOT TO EXCEED $500 UPON CONVICTION OF A VIOLATION; PROVIDING FOR THE ADOPTION OF A DESIGN MANUAL GOVERNING THE INSTALLATION OF NETWORK FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; APPROVING THE FORM OF A POLE ATTACHMENT AGREEMENT; PROVIDING FOR PUBLICATION, EFFECTIVE DATE AND OTHER RELATED MATTERS

* * * * * * * * * *

WHEREAS, the City Council exercises supervision and control over the public rights-of-way within the city; and

WHEREAS, the City has made substantial investment in sidewalks, street paving, traffic signals, water mains, sewer and drainage improvements and other important infrastructure located in such rights-of-way and maintained by the City at public expense; and

WHEREAS, on a daily basis thousands of pedestrian and vehicular trips occur within such rights-of-way and the adoption of this ordinance is necessary to promote traffic safety and minimize the disruption of pedestrian and vehicular traffic; and

WHEREAS, this ordinance is necessary to provide competitively neutral and non-discriminatory management to coordinate the use of limited space by all parties entitled to use and occupy the public rights-of-way and to secure fair and reasonable compensation to the City for the use of the public rights-of-way by third parties.

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

Section 1. The recitals in the preamble of this ordinance are adopted as the findings, purpose and intent of the City Council.

Section 2. Chapter 58 STREETS AND SIDEWALKS, Code of Ordinances, City of Conroe, Texas is hereby amended by the addition of a new Article I styled "Right-of-Way Management", and a new Article II styled "Network Providers and Network Nodes" to read as provided in Exhibit A attached hereto and incorporated herein by reference the same as if fully set forth in this ordinance.

Section 3. The City of Conroe Design Manual for the Installation of Network Nodes and Node Support Poles a copy of which is attached hereto as Exhibit B is hereby adopted to govern the installation of network nodes and node support poles and facilities in the public rights-of-way of the City of Conroe.

Section 4. The Pole Attachment Agreement, the form of which is attached hereto as Exhibit C is hereby approved and adopted as the standard form of pole attachment agreement for the placement of network facilities on City of Conroe owned poles in the city's public rights-of-way. The Mayor is authorized to execute such agreements in connection with the issuance of permits for the installation of network facilities in public street rights-of-way.

Section 5. Wherever any provision of this ordinance provides for the amendment of the Code of Ordinances, City of Conroe, Texas such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified ordinance shall be deemed invalid on the basis of a variance in the number or section of this ordinance and its codified provisions. The failure to codify the specified provisions of this ordinance shall not affect their validity or enforcement.

Section 6. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

Section 7. The changes made by this ordinance are prospective only and do not limit the right of the municipality to enforce prior ordinance provisions with respect to conditions which existed or conduct which occurred before this ordinance became effective, such prior law being continued in effect for this purpose.

Section 8. This ordinance shall be effective on September 1, 2017 except the penal provisions hereof which shall become effective ten days after passage. The City Secretary shall cause the caption of this ordinance, including any penalty, to be published in a newspaper of general circulation within the City, such notice to be published at least twice within ten (10) days of the date of passage.

PASSED AND APPROVED this 24th day of August 2017.

TOBY POWELL, Mayor

APPROVED AS TO FORM:

MARCUS L. WINBERRY, City Attorney

ATTEST:

SOCO M. GORJON, City Secretary

Chapter 58

STREETS AND SIDEWALKS

Article I. Right-of-Way Management

Section 58-1. Purpose and intent.

(a) The City Council exercises supervision and control over the public rights-of-way within the city and has made substantial investment in sidewalks, street paving, traffic signals, water mains, sewer and drainage improvements and other important infrastructure located in such rights-of-way and maintained by the City at public expense. On a daily basis thousands of pedestrian and vehicular trips occur within such rights-of-way. This chapter is intended to:

(1) protect the city infrastructure located within the rights-of-way;

(2) minimize the disruption of pedestrian and vehicular traffic and promote traffic safety;

(3) provide competitively neutral and non-discriminatory management to coordinate the use of limited space by all parties entitled to use and occupy the public rights-of-way; and

(4) secure fair and reasonable compensation to the City for the use of the public rights-of-way by third parties.

(b) This article show be construed in accordance with any applicable state law including Texas Local Government Code Chapters 283 and 284 and Public Utilities Regulatory Act Chapter 66 and to the extent of any conflict between this article and an applicable state law, the state law will govern.

Section 58-2. Definitions.

In this article:

"*Director*" means the director of public works who shall be responsible for the administration of this article.

"*Emergency repairs*" means repairs necessary to restore utility service or prevent the imminent disruption of utility service.

"*Utility infrastructure*" means electric lines, telephone lines, natural gas lines, cable television or telecommunications lines, network nodes and poles, water lines or sewer lines.

"*Visibility triangle*" means a triangle sight area, at all intersections, which shall include that portion of any public right-of-way and any corner lot within the adjacent curb lines and a diagonal line intersecting such curb lines at points 35 feet back from their intersection, such curb lines being extended if necessary to determine the point of intersection.

Section 58-3. Authority to use and occupy rights-of-way.

(a) This article is intended to regulate the construction and repair of improvements in public rights-of-way by persons possessing the legal authority to use and occupy such rights-of-way. Any

applicant for a permit under this article must demonstrate the applicant's authority and neither this article nor any permit issued under this article shall constitute an independent basis for such legal authority.

(b) Persons and entities possessing the legal authority to use and occupy the rights-of-way include:

(1) Certificated telecommunications providers acting under Texas Local Government Code Chapter 283;

(2) Network providers acting under Texas Local Government Code Chapter 284;

(3) Cable and video service providers holding a State Issued Certificate of Franchise Authority and acting under Public Utilities Regulatory Act Chapter 66;

(4) Public utilities acting under a franchise agreement with the City; and

(5) Persons or entities authorized to place encroachments in the right-of-way under a separate agreement with the City.

(c) The city shall be compensated for the use and occupancy of its rights-of-way in conformity with applicable law or as provided by the terms of a franchise agreement or encroachment agreement.

Section 58-4. Permit required for construction in right-of-way; exceptions.

(a) It is unlawful for any person to dig up, break up, cut, excavate, drill, tunnel or construct in, under or upon any public right-of-way, sidewalk or street, or to place any earth or excavated material on a public right-of-way without first obtaining a permit to from the city to work in the right-of-way.

(b) A permit is not required for:

(1) Emergency repairs necessary to restore utility service or prevent the imminent disruption of utility service, provided that the person performing the work applies for a permit on the first business day after beginning the work;

(2) the repair, replacement or maintenance of any existing utility infrastructure that is lawfully located in the right-of-way if the work does not require cutting or breaking any sidewalk or pavement, or digging, excavating, drilling or tunneling in or under the right-of-way and no traffic lane closure longer than twelve hours is required to perform the work;

(3) public works construction, repair or maintenance work performed by the City of Conroe or the State of Texas or a contractor engaged by the City or State to perform such work.

(c) The director shall prescribe the form of application for a permit issued under this article. Unless the applicant is exempt from the payment of a permit fee, each application shall be accompanied by an application fee of $100. For applications requiring in excess of five hours of review time an addition fee of $30 per hour of review time shall be paid upon issuance of a permit, but in no event may the permit fee exceed a maximum of $500. Certificated telecommunications providers are exempt from the permit fee but must submit the required application and obtain a permit before commencing any construction in the right-of-way.

Section 58-5. General standards for construction in rights-of-way.

(a) No facilities shall be constructed or placed within the right-of-way in any manner that would constitute a hazard to vehicular or pedestrian traffic. Except for poles, no surface structure that is greater than two feet in height above the surface of the adjacent street may be placed in a visibility triangle.

(b) The director must be notified twenty four (24) hours in advance of any boring or excavation in the right-of-way. Unless otherwise specifically allowed in writing by the director, all excavations within the right-of-way shall be filled and compacted within twenty-four (24) hours of excavation and pavements of streets, alleys and sidewalks shall be completely restored within fourteen (14) days of excavation.

(c) Traffic control during construction activities shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices. Except for emergency repairs all lane closures on major thoroughfares or in school zones must be approved in advance by the director.

(d) All work within the right-of-way must conform to applicable federal, state and local laws and regulations. Persons constructing in the right-of-way are responsible for storm water management and erosion control related to the work. Erosion control measures including silt fencing must be in place prior to beginning work and must be maintained throughout the construction. Barricades shall be maintained around open holes and all trench safety requirements will be observed.

(e) Persons constructing in the right-of-way are responsible for obtaining line locations from all affected utilities at least forty-eight (48) hours in advance of beginning any work and are responsible for verifying the location by hand digging or other appropriate methods. Any damage to the facilities of the city or a third party must be reported to the director immediately.

(f) After construction is complete the right-of-way must be restored to a condition that is equal to or better than its condition prior to the construction and meets any requirements of the permit for construction.

Section 58-6. Time for installation.

A person authorized to place facilities within a right-of-way shall begin installation for which a permit is granted not later than six months after approval of the application and shall diligently pursue installation to completion, otherwise such permit shall expire. The director may in his sole discretion grant reasonable extensions of time as requested by the network provider.

Section 58-7. Design Manuals.

All construction within the right-of-way shall be in conformity with the technical standards and specifications governing construction and improvements in the rights-of-way contained in design manuals approved by the City Council for this purpose. When approved by the City Council the design manuals shall be incorporated into this article by reference and shall have the force of ordinance. Compliance with the applicable provisions of the design manual shall be a condition of each permit issued under this article.

Section 58-8. Insurance requirements.

(a) Each person or entity that places facilities within the public right-of-way must obtain and maintain insurance throughout the time the facilities remain in right-of-way. The insurance coverage must meet the following minimum requirements:

Worker's Compensation	Statutory Limit
Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit
Liability Insurance Commercial General Liability* (*No standard coverages may Be excluded. Include XCU and Contractual liability coverage.)	$1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability Insurance Commercial Auto Liability* (*including owned, hired and non-owned autos)	$1,000,000 Combined Single Limit
Umbrella Liability (Following Form and Drop Down Provisions included)	$5,000,000 Each occurrence

(b) Insurance certificate reflecting the required coverages shall be on file with the city at all times that any facilities remain in the right-of-way. The certificate must reflect that city is entitled to advance notice at least 30 days prior to any cancellation of the policy.

(c) A public utility may satisfy the requirements of this section by self-insuring if it provides evidence of approval for self-insurance issued by the Texas Public Utilities Commission as provided by Utilities Code Section 53.064.

Section 58-9. Indemnity.

(a) A network provider or a certified telecommunications provider that places facilities in the city's public rights-of-way must indemnify the city as provided by Texas Local Government Code Section 283.057.

(b) Except as provided by (a) of this section, any person or entity placing facilities in the city's public rights-of-way must indemnify the city as follows:

EACH PERSON OR ENTITY PLACING FACILITIES IN THE PUBLIC RIGHT-OF-WAY SHALL PROMPTLY DEFEND, INDEMNIFY AND HOLD THE CITY OF CONROE HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES OR EXPENSES:

1. FOR THE REPAIR, REPLACEMENT, OR RESTORATION OF THE CITY'S PROPERTY, EQUIPMENT, MATERIALS, STRUCTURES, AND FACILITIES THAT ARE DAMAGED, DESTROYED OR MADE DEFECTIVE AS A RESULT OF THE ACTS OR OMISSIONS OF THE PERSON OR ENTITY; AND

2. FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, CAUSES OF ACTION, AND JUDGMENTS FOR:

    a. DAMAGE TO OR LOSS OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE PERSON, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS, CITY'S AGENTS, OFFICERS AND EMPLOYEES, AND THIRD PARTIES); AND/OR

    b. DEATH, BODILY INJURY, ILLNESS, DISEASE, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE AGENTS, OFFICERS AND EMPLOYEES OF THE PERSON, PERSON'S SUBCONTRACTOR'S AND CITY AND THIRD PARTIES), ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT OR WILLFUL ACT OR OMISSIONS OF THE PERSON, ITS AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS, IN THE PERFORMANCE OF ACTIVITIES PURSUANT TO THE USE OF THE PUBLIC RIGHTS-OF-WAY.

THIS INDEMNITY PROVISION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE ANY RIGHTS, CONTRACTUAL OR OTHERWISE, FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY.

Section 58-10. Requirement to conform to public improvements.

Whenever by reason of reconstruction, widening or straightening of streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works projects, it shall be deemed necessary by the director to remove, alter, change, adapt, or conform the facilities of any right-of-way user, such alterations shall be made by the owner of the facilities at the owner's expense within ninety (90) days from issuance of notice to the user to make the alternations. Facilities not moved prior to the expiration of such time or any agreed extension shall be deemed abandoned.

Section 58-11 Penalties for violation.

(a) Any person, firm or corporation who violates a provision of this article shall be guilty of a misdemeanor and upon conviction thereof may be fined in any amount not exceeding five hundred dollars ($500). In cases of continuing violation, each separate day that a violation continues constitutes a separate offense.

(b) Proof of a culpable mental state is not required to prove the commission of an offense under this article.

Article II. Network providers and network nodes.

Section 58-31. Governing law.

(a) This article shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

(b) Except to the extent of any conflict with this article or Chapter 284, the provisions of Article I of this chapter, including the penalty provisions of Section 58-11, shall also apply to the use and occupancy of public rights-of-way by network providers.

Section 58-32. Definitions.

In this article:

"Chapter 284" means Texas Local Government Code Chapter 284. Terms used in this article shall have the meaning assigned by Chapter 284 unless a different meaning is clearly intended.

"Design manual" means the City of Conroe Design Manual for the Installation of Network Nodes and Node Support Poles adopted by ordinance of the City Council and incorporated herein by reference.

Section 58-33. Use and occupancy of public rights-of-way by network providers.

(a) Pursuant to this article a wireless network provider has the nonexclusive right to use and occupy the public rights-of-way in the City for the purpose of constructing, maintaining, and operating its facilities used in the provision of wireless service. All wireless network providers shall comply with the terms of the city's Design Manual for the Installation of Network Nodes and Node Support Poles, the terms of which are incorporated herein by reference.

(b) The terms of this chapter shall apply to all wireless network providers' facilities used, in whole or part, in the provision of wireless services throughout the City, including any annexed areas upon the effective date of annexation or the date the City provides the company written notice, whichever date occurs later.

Section 58-34. General construction and maintenance requirements.

A network provider shall construct and maintain network nodes and network support poles in a manner that does not:

(1) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

(2) Obstruct the legal use of a public right-of-way by other utility providers;

(3) Violate nondiscriminatory applicable codes;

(4) Violate or conflict with the City's publicly disclosed public right-of-way design specifications; or

(5) Violate the federal Americans with Disabilities Act of 1990 (ADA).

Section 58-35. Permit applications.

(a) Except as otherwise provided in Chapter 284, a network provider shall obtain a permit or permits from the city to install a network node, node support pole, or transport facility in a city public right-of-way.

(b) As required by Chapter 284, the city shall not require a network provider to perform services for the city.

(c) A network provider that wants to install or collocate multiple network nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for not more than 30 Network nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation or collocation of those Network nodes.

(d) The network provider shall provide the following information in its permit applications:

(1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the city's Design Manual and applicable codes;

(2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this chapter;

(3) A certificate that the Network node(s) complies with applicable regulations of the Federal Communications Commission; and certification that the proposed network node(s) will be placed into active commercial service by or for the network provider not later than the 60th day after the date of construction and final testing of each Network node is completed.

(4) A certificate of insurance that provides that the Network Provider and its contractor has at least $1,000,000.00 in general liability coverage.

(e) A network provider is not required to apply, obtain a permit, or pay a rate to the City for:

(1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;

(2) Replacing or upgrading a network node or network pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or

(3) The installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles in compliance with the National Electrical Safety Code.

(f) Regardless of whether or not a permit is required, the network provider or its contractors shall notify the City at least 24 hours in advance of any work described in (e).

Section 58-36. Review of applications by city.

(a) The city shall determine whether a network facility permit application is complete and notify the applicant of that determination:

(1) For Network nodes and Note Support Poles: no later than 30 days after the date the City receives the permit application; and

(2) For a Transport Facility: no later than 10 days after the date the City receives the permit application.

(b) The City shall approve or deny a completed application within the following time periods after the date a complete application is submitted to the City:

(1) For Network nodes: No later than 60 days after the date the City receives the complete application.

(2) For Network Support Poles: No later than 150 days after the date the City receives the complete application.

(3) For Transport Facilities: No later than 21 days after the City receives the complete application.

(c) If an application is denied by the city, it shall document the basis for the denial, including the specific applicable city code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.

(d) The applicant may cure the deficiencies identified in the denial notice without paying an additional application fee, other than any fee for actual costs incurred by the City if the applicant cures the deficiencies within 30 days from the date the City denies the application.

(e) The City shall approve or deny the revised completed application after a denial not later than the 90th day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

Section 58-37. Fees and rental rates.

(a) As compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.

(b) **Network Nodes:**

(1) **Application Fee**: The application fee shall be $75.00 for each Network node for up to but not more than 30 Network nodes.

(2) **Annual Public Right-of-Way Rate Fee**: The annual public right-of-way rate shall be $250.00 per Network node installed in the City public rights-of-way.

(3) **Public Right-of-Way Rate Adjustment**: As provided in Chapter 284, Section 284.054, the city may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer

Price Index (CPI). The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

(c) **Node Support Poles**:

(1) The application fee for each network support pole shall be $75.00.

(d) **Transfer Facilities**:

(1) The application fee for each transfer facility shall be $75.00.

(2) The annual transfer facility rental rate shall be $28.00 monthly for each network node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the amount of other City right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under Chapter 66 of the Texas Utility Code.

(e) **Micro Network Nodes**:

(1) No application fee is required for a micro network node if the installation is attached on lines between poles or node support poles.

(f) **Collocation of Network Nodes on Service Poles**

(1) Subject to the City's Pole Service Agreement, the collocation of network nodes on City service poles shall be at a rate of $20.00 per year per service pole.

(g) **City-Owned Municipal Utility Poles**:

(1) A network provider shall pay an annual pole attachment rate for the collocation of a network node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(h) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

Section 58-38. Installations in historic districts and design districts.

(a) A network provider must obtain advance written consent from the City Council before collocating new network nodes or installing new node support poles in an area of the City that has been zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. The network provider shall be required to comply with the aesthetic requirements in the approved Design Manual.

(b) City of Conroe Design District No. 1 is hereby designated encompassing the area bounded by Frazier Street on the west, Cochran Street on the north, Pacific Street on the east and the Santa Fe Railroad on the south.

Section 58-39. Installations in municipal parks and residential areas.

(a) A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory and written consent if the public right-of way:

(1) Is in a municipal park; or

(2) Is adjacent to a street or thoroughfare that is:

i. Not more than 50 feet wide; and

ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

(b) In addition to the above, a network provider installing a network node or Node Support Pole in a public right-of way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

(c) The network provider shall be further required to comply with guidelines set out in the city's Design Manual.

City of Conroe
Design Manual

for the

Installation of Network Nodes and Node Support Poles

pursuant to Tex. Loc. Gov. Code, Chapter 284.

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Conroe, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301[1], the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City's Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.[2]

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Conroe, Texas or its lawful successor.

City Administrator shall mean City Administrator or designee

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and c*ollocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law. All references to *Historic Districts* shall mean historic preservation districts

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-

way may include sidewalks and utility easements, a "Street" does not. A "street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas***. In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way

without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic District and Design Districts***. In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. ***Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. ***Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. **Least preferable locations**.

1. **Residential Areas and Parks**. A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. **Historic Districts and Design Districts**. A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

3. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles*. Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment*. Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

2. obstruct the legal use of a public right-of-way by other utility providers;

3. violate nondiscriminatory applicable codes;

4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.

5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.[3]

2. *State and Federal Rights-of-way permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication or SCADA Networks*.

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment*:

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground

equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of $500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordnances concerning improperly located facilities in the rights-of-way.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Tess must be called so that the area can be flagged for underground utilities.

C. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site*. There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

(1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

(2) 55 feet above ground level.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Administrator and Parks Director in writing.

3. *Minimize Ground equipment density*:

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. *Water, Sewer and Storm Drainage Lines:*

Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

(1) Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.

(2) If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.

(3) At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.

(4) *Existing Water Lines:* No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.

(5) *Existing Sewer Lines*: No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.

(6) *Existing Storm Drainage Lines:* No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

5. *Blocking streets, roads, alleys or lanes:*

Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction.

F. Municipal Service Poles:

1. *In accordance with Agreement*: Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis*: Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments*: All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a

Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Installations on Traffic Signals*: Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

i. Be encased in a separate conduit than the traffic light electronics;

ii. Have a separate electric power connection than the traffic signal structure; and

iii. Have a separate access point than the traffic signal structure; and

4. *Installations on Street signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

i. Be encased in a separate conduit than any City signage electronics;

ii. Have a separate electric power connection than the signage structure;

iii. Have a separate access point than the signage structure; and

5. *Restoration of City facilities and private property*: The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected

and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

C. Allowed Colors.

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Colors in Historic Districts and Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

1. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

2. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

1. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

2. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and feral law, including the common-law.

3. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street ort public rights-of-way to enhance the traveling publics use for travel and transportation.

3. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider 's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

4. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

2. The City Administrator shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

3. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Administrator deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Administrator in writing of such removal or Abandonment and shall file with the City Administrator the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. DRUG POLICY. Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE.** The City has appropriated $0.00 to pay for the cost of any removal or storage of Micro Network Node,

Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. **OWNERSHIP**. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Administrator, Network Provider shall trim under the supervision and direction of the Public Works Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Administrator.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Administrator.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The City Council shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

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[1] Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

[2] The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless

telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

[3] Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

(1) electric meters;

(2) concealment elements;

(3) telecommunications demarcation boxes;

(4) grounding equipment;

(5) power transfer switches;

(6) cut-off switches; and

(7) vertical cable runs for the connection of power and other services.

(c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.

(d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

TEXAS LOCAL GOVERNMENT CODE CHAPTER 284

POLE ATTACHMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, effective this _____ day of _____20___, by and between the CITY OF CONROE, TEXAS, hereinafter called "the City", and _____, hereinafter called "the Network Provider," and is as follows:

WHEREAS, the Network Provider is a wireless telecommunications *network provider* as that term is defined in Section 284.002 of the Texas Local Government Code ("the Code); and

WHEREAS, the City owns certain public rights-of-way with service and or utility poles within its municipal territorial limits; and

WHEREAS, the Network Provider desires to attach certain *Network Nodes,* as that term is defined in Section 284.002 of the Code, on City-owned service poles and/or utility poles; and

WHEREAS, the Network Provider and the City desire to enter into this Agreement to secure authority from the City for the Network Provider to install certain Network Nodes on such City poles, subject to the City's Design Manual for the Installation of Network Nodes and Node Support Poles ("the Design Manual") and the City's Right-of-Way Management Ordinance; and

WHEREAS, this Agreement is entered into pursuant to Chapter 284 of the Texas Local Government Code, in order to address the desires of the Network Provider and the procedures of the City; and

WHEREAS, the Network Provider and the City acknowledge that this Agreement is binding upon the City and the Network Provider and their respective successors and assigns for the term (defined below) of this Agreement; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. **Location of the City Poles**. The Service and/or Utility Poles owned by the City on which the Network Nodes are to be attached by the Network Provider are generally described as:

_____

_____

_____

_____

_____

_____

2. The Network Provider acknowledges that it has received and reviewed the applicable provisions in the City Design Manual and the Right-of-Way Management Ordinance; and further acknowledges that this Pole Attachment Agreement is subject to the terms and regulations of each.

3. The Network Provider agrees to pay the City for collocation of its Network Nodes at the following annual rates:

a. City Service Poles: $20.00 per year per service pole.

b. City Utility Poles: An annual pole attachment rate applied on a per-foot basis consistent with Section 54.024 of the Texas Utilities Code.

4. The City acknowledges that it will comply with the requirements of the Code and that it will allow the collocation of Network Nodes on the City service and utility poles on a non-exclusive, nondiscriminatory basis, subject to the Network Provider paying the applicable fees to the City and complying with the Design Manual and the Right-of-Way Management Ordinance.

5. Pursuant to Section 284.301 of the Texas Local Government Code, the Network Provider agrees that the City is authorized to enforce all of the City's regulations that do not materially interfere with the use of Network Nodes.

6. The primary term of this Agreement shall be five (5) years commencing upon the effective date first set forth above. This Agreement shall be automatically renewed and extended for subsequent one (1) year terms unless at least sixty (60) days prior to the expiration of the term either party shall give written notice to the other of the party's intent to terminate the Agreement at the end of the current term.

7. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand or by registered or certified US mail. Notice to the Network Provider and the City may be addressed as follows:

_____

_____

_____

_____

Conroe City Administrator
Conroe City Hall
300 W. Davis Street
Conroe, Texas 77301

8. This Agreement may be enforced by Network Provider or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

10. This Agreement shall be governed by the law of the State of Texas and construed in conformity with the provisions of Texas Local Government Code, Chapter 284. Venue shall lie in Conroe, Montgomery County, Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF CONROE, TEXAS

_____ Dated: _____
Mayor

ATTEST:

_____
City Secretary

NETWORK PROVIDER:

_____
Signature of Authorized Officer

_____ Dated: _____
Title of Authorized Officer

Meeting Date: 04/23/2025
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 denial 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.

Attachments

HF Mgmt. Dev.Company

Docusign Envelope ID: 1894AA0D-3381-495E-81B2-12280E122F3C

Howard Hughes.

c/o HF Management Development Company, LLC
9950 Woodloch Forest Drive
Suite 1100
The Woodlands, Texas 77380
howardhughes.com

April 14, 2025

Mayor and City of Conroe City Council
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Norman McGuire
Director of Public Works, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

APR 15 2025
CM
CITY OF CONROE
CITY SECRETARY'S OFFICE

Michael Garner
City Attorney, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Re: Second Notice – Failure to Respond to Appeal Under Ordinance No. 2174-24 and Continued Denial of Legally Protected Permits

To the City Council of the City of Conroe, Texas:

On December 20, 2024, HF Management Development Company, LLC ("HF Management") submitted a formal appeal (attached as Exhibit A to this letter) pursuant to Ordinance No. 2174-24 (the "Moratorium Ordinance"), requesting an exception and waiver from the moratorium on development activity within The Woodlands Hills. Under the City's own ordinance, a written decision from the City Council was due within ten (10) business days.

On February 3, 2025, HF Management sent a first notice reminding the City of its overdue obligation to respond (attached as Exhibit B to this letter). As of today—more than 90 days after the appeal was submitted—the City has provided no response. This ongoing failure is a clear violation of the City's own ordinance and further undermines the credibility of the appeal process outlined therein.

Since the moratorium was enacted in August 2024, HF Management has acted in extraordinary good faith—often at our own cost—to support the City's infrastructure goals. We have:

- Donated certain well site land, valued at approximately $500,000;

- Cleared and prepared the site for construction at no cost to the City;
- Increased pipe diameter in Section 43 at our cost to accommodate future capacity;
- Coordinated with Entergy and CenterPoint to expedite utility access;
- Deferred development to the City of Willis to alleviate demand on Conroe's water system.

Despite these efforts, the City continues to withhold building permits for platted, vested lots—including some already under contract for homes to be built for homebuyers—and has yet to offer any formal path forward.

The proposed MOU recently shared by the City only deepens our concerns. It seeks to impose vague and undefined obligations on HF Management, makes no acknowledgement of our vested rights under Texas law, the Development Agreement, or the Utility Allocation Agreement, and provides no binding commitments or enforceable milestones from the City. It seeks further concessions—most notably, the accelerated conveyance of a fire station site—without offering the basic courtesy of a response to our pending appeal or any tangible progress on permit approvals.

This is not a partnership. It is a pattern of unilateral delay and avoidance, despite repeated and measurable actions on our part to support the City's infrastructure needs.

We are not asking the City to compromise public safety. We ask that the City be transparent and forthcoming about whether it has a plan—and to make a clear and binding commitment to implement it. At this point, we expect the following:

1. **Immediate Commitment to Short-Term Permits:**
   - Approval of the 10 permits previously proposed moves forward without delay.
   - The City commits in writing to a defined quantity and timeline for further permit releases upon completion of the Moran Ranch Water Plant and the I-45 water line.
   - We are open to reasonable flexibility, provided there is a provision requiring the City to diligently pursue activation of these facilities, with a drop-dead date by which permit releases will begin.

2. **Long-Term Commitment Upon Completion of the New Well:**
   - The City commits to a defined scale and cadence of permit releases upon completion of the new well at The Woodlands Hills.
   - As with the short-term commitment, we are open to coordination around operational realities, but not to open-ended or vague promises.
   - The commitment must include a schedule, a quantity, and a requirement for ongoing coordination and transparency.

If the City cannot provide this level of clarity, it becomes clear that there is no plan or intent to resolve the issue. HF Management also reiterates its formal demand that the City Council issue a written response to our pending appeal within ten (10) business days of receipt of this letter. Failure to do so may compel us to pursue alternative remedies available under state law and our binding agreements. We are not interested in escalating conflict. We continue to prefer resolution through partnership and transparency. But we can no longer tolerate inaction, nor will we allow further erosion of our legal position through silence or incremental side negotiations.

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- Cleared and prepared the site for construction at no cost to the City;
- Increased pipe diameter in Section 43 at our cost to accommodate future capacity;
- Coordinated with Entergy and CenterPoint to expedite utility access;
- Deferred development to the City of Willis to alleviate demand on Conroe's water system.

Despite these efforts, the City continues to withhold building permits for platted, vested lots—including some already under contract for homes to be built for homebuyers—and has yet to offer any formal path forward.

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   - Approval of the 10 permits previously proposed moves forward without delay.
   - The City commits in writing to a defined quantity and timeline for further permit releases upon completion of the Moran Ranch Water Plant and the I-45 water line.
   - We are open to reasonable flexibility, provided there is a provision requiring the City to diligently pursue activation of these facilities, with a drop-dead date by which permit releases will begin.

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If the City cannot provide this level of clarity, it becomes clear that there is no plan or intent to resolve the issue. HF Management also reiterates its formal demand that the City Council issue a written response to our pending appeal within ten (10) business days of receipt of this letter. Failure to do so may compel us to pursue alternative remedies available under state law and our binding agreements. We are not interested in escalating conflict. We continue to prefer resolution through partnership and transparency. But we can no longer tolerate inaction, nor will we allow further erosion of our legal position through silence or incremental side negotiations.

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Please consider this letter as a final notice and opportunity for the City to fulfill its procedural and substantive obligations. HF Management reserves all rights and remedies under state law, including but not limited to those under Chapter 245 of the Texas Local Government Code, our Development Agreement dated June 30, 2016, and the Utility Functions and Services Allocation Agreement.

Sincerely,

DocuSigned by:
Joseph Valane
7CE0321585B3479...

Joseph Valane
General Counsel
HF Management Development Company, LLC
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380

Docusign Envelope ID: 1694AA0D-5381-495E-81B2-12260E122F3C

EXHIBIT A

Howard Hughes

c/o HF Management Development Company, LLC
9950 Woodloch Forest Drive
Suite 1100
The Woodlands, Texas 77380
howardhughes.com

December 20, 2024

City of Conroe City Council
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Greg Hall
Assistant Director of Public Works, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Michael Garner
Interim City Attorney, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Re: Request for Exception and Waiver from application of Ordinance No. 2174-24, the "Moratorium Ordinance," adopted August 29, 2024, to The Woodlands Hills development in Conroe, Texas.

To the City Council of the City of Conroe, Texas:

HF Management Development Company, LLC ("HF Management"), owner and developer of The Woodlands Hills development, a current and ongoing single-family residential subdivision being developed in the City of Conroe, requested that the City of Conroe Public Works Department grant an exception to the application of the Moratorium Ordinance to The Woodlands Hills Development on October 24, 2024, a copy of which is attached as Exhibit A to this letter. The City of Conroe Public Works Department denied that request in writing on December 3, 2024, a copy of which is attached as Exhibit B to this letter.

HF Management now appeals the decision of the City's Public Works Department to the City Council of the City of Conroe pursuant to its rights under state law.[1] In considering this appeal, it is essential to recognize that the Development Agreement defines "Developer" to include "HF Management

[1] See. Sec. 212.137, Texas Local Government Code, requiring a city adopting a moratorium on property development to provide for a waiver.

Docusign Envelope ID: 1894AA0D-3381-495E-81B2-12266E122F3C

and/or its assigns, and/or successors in interest to the Property, provided such assigns or successors engage in Substantial Development Activities on the Property".

The builder partners developing portions of The Woodlands Hills meet this definition as assigns or successors in interest to the Property and are entitled to the same rights under the Development Agreement and state law. As such, the issues raised in this appeal apply not only to HF Management but also to the rights of builder partners developing portions of The Woodlands Hills. These builder partners, as property owners and Developers under the Development Agreement, have vested rights that must also be protected under applicable laws.

City Council must consider this appeal based solely on the legal rights of the property owners and within the legal limits of the City's authority regarding moratoriums under state law. Nevertheless, HF Management recognizes the importance of being sensitive to the utility challenges currently faced by the City of Conroe and has taken proactive steps to ensure that granting this request for exception and waiver does not exacerbate those challenges. For example, HF Management has adjusted the phasing of The Woodlands Hills development to prioritize construction within the portion of the development located in the jurisdiction of the City of Willis. As a result, HF Management anticipates significant reductions in needed building permits for new homes and water taps from the City of Conroe for at least 18 months. Despite this accommodation, the moratorium continues to adversely impact builders seeking permits for new homes in 19 delivered sections accepted by City before the moratorium was enacted, resulting in 150 vacant lots and two sections awaiting final acceptance by the City, totaling 67 lots available for builder purchase. Granting this exception and waiver would allow that limited number of home to be completed, alleviating immediate disruptions without placing undue strain on the City's utilities. Once HF Management completes the portion of the development within the City of Willis, construction of the remaining lots in the City of Conroe's jurisdiction will resume. By that time, we anticipate the City's utility infrastructure will be more than sufficient to service the remainder of the development.

State law imposes clear limitations on what the City of Conroe can legally do with a moratorium ordinance. Specifically, the following restrictions apply to The Woodlands Hills development:

- The City must grant a waiver to property that has obtained a right under a development agreement.[2]
- The City may not apply its moratorium to a project that is "grandfathered" under the state "Vested Rights Statute."[3]
- The City may not apply its moratorium to a project that has already been "approved for development."[4]

---

[2] See Sec. 212.137(a)(1), Texas Local Government Code, which requires that a moratorium ordinance must allow a permit applicant to apply for a waiver by "claiming a right obtained under a development agreement."

[3] See Chapter 245, Texas Local Government Code, requiring to City to consider permit applications on the basis of rules and regulations in place at the time the first permit application was filed with the City.

[4] See Section 212.135(b)(2)(B), Texas Local Government Code, requiring a city that has adopted a moratorium to show that the moratorium is limited to "property that has not been approved for development because of the insufficiency of existing essential public facilities."

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Please consider the circumstances that support the application of these limitations on the City's legal authority.

I. Rights Under a Development Agreement.

HF Management entered into a Development Agreement with the City of Conroe on June 30, 2016, a copy of which is attached to the October 24, 2024 letter from HF Management to the City of Conroe, attached here as Exhibit A.

The Development Agreement is a deal between the City and HF Management. The City gets annexation rights, a fire station site, and other things. In return, HF Management and its builder partners get to build The Woodlands Hills according to the development standards approved in the Development Agreement. If the City has utility shortages years later, those are utility issues that must be applied only to new development. The City does not get to reneg on older deals that have already been made. For this reason, state law specifically protects property owners that have acquired rights under a Development Agreement. These rights were secured in 2016, years before the moratorium ordinance was adopted. City Council must vote to fulfil its obligations and honor deals it has already made by approving the exception and waiver for The Woodlands Hills development, thereby protecting the interests of all property owners, including HF Management and its builder partners.

II. Rights Under the State Grandfathering Statute.

The State Grandfathering Statute, also called the "Vested Rights Statute," codified in Chapter 245, Texas Local Government Code, requires a city to effectively freeze regulations in place once a project starts. All permits required to complete a project must be evaluated by a City on the basis of "ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project."[5] The Property qualifies as a "project" under Chapter 245; and the Development Agreement, as well as the approved plats listed in Exhibit A, all of which were approved by the City before the adoption of the Moratorium Ordinance, qualify as a "permit" under Chapter 245.

By denying the exemption request, the City's Public Works Department has taken the position that The Woodlands Hills development is required to be developed not just under the rules and regulations in place when the first permit was submitted, but also new ordinances and regulations such as the Moratorium Ordinance. This violates state law and is illegal.

The state statute authorizing the City to adopt a moratorium specifically states that any moratorium adopted by a city does not apply to grandfathered projects:

> "Sec. 212.138. EFFECT ON OTHER LAW. A moratorium adopted under this subchapter does not affect the rights acquired under Chapter 245 or common law."[6]
>
> "Sec. 212.139. LIMITATION ON MORATORIUM. (a) A moratorium adopted under this subchapter does not affect an application for a project in progress under Chapter 245. (b) A municipality may not adopt a moratorium under this subchapter that:

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[5] See Texas Local Government Code Sec. 245.002(b).
[6] See Texas Local Government Code Sec. 212.138.

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(1) prohibits a person from filing or processing an application for a project in progress under Chapter 245; or
(2) prohibits or delays the processing of an application for zoning filed before the effective date of the moratorium."[7]

The City has also previously agreed that The Woodlands Hills development is protected by the Vested Rights Statute in Sec. 3.02 The Development Agreement provides in Section 3.02, that:

> **Section 3.02 Vested Rights.** The City and the Developer agree that this Agreement constitutes a "permit" for the purposes of Texas Local Government Code Chapter 245, and that Chapter 245 shall apply to the development of the Property. The development of the Property shall be governed by those City Ordinances that are in effect on the Effective Date, except as otherwise provided herein or except where the Developer chooses to avail itself of changes in the City Ordinances that enhance or protect the development of the Property by providing written notice to the City of its intent to do so. This Agreement shall not be construed to prohibit the City's application to the Project or the Property of new or amended ordinances or regulations that are exempt from the application of Chapter 245, as provided by §245.004 of said Chapter 245. For
>
>
>
> the purposes of this Agreement and Chapter 245, the Project to which this Agreement applies is limited to the development of the Property and shall not be deemed to include any private improvements that may be subsequently constructed upon the developed Property, including, without limitation, any such improvement that may be construction by a Consumer.

The Woodlands Hills development is grandfathered against application of the Moratorium Ordinance as a matter of state law. The City has already previously agreed that this would be the case. City Council must vote consistent with this to grant an exception and waiver to the Moratorium Ordinance.

III. Rights For Projects Approved for Development.

State law also requires that a moratorium must be limited to "property that has not been approved for development because of the insufficiency of existing essential public facilities."[8] A moratorium enacted to prevent a shortage of essential public facilities that affects approved development is invalid. The City of Conroe has already approved The Woodlands Hills for development when it approved a subdivision plat for the development, therefore, the Moratorium Ordinance cannot be applied to this development under state law.

The Texas Supreme Court has clarified this exact issue for us in the *City of Lorena v. BMTP Holdings* case,[9] where the Court held that "approved for development" means property that is approved for either construction or subdivision platting and therefore not subject to a moratorium adopted later. The Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. Because plat approval occurred before the passage of the moratorium, the property qualified as property "approved for development" under the state moratorium statute. The Court stated clearly that property approved for development does not distinguish between property approved for subdivision or property approved for construction. Therefore, a project is exempt from a moratorium if it is approved for either subdivision or construction

---

[7] See Texas Local Government Code Sec. 212.139.
[8] See Texas Local Government Code Sec. 212.135(b).
[9] See *City of Lorena v. BMTP Holdings*, 409 S.W.3d 634 (Tex. 2013).

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or both. The Court also explained that cities can adopt a moratorium only when the moratorium is limited to property not approved for development. Property approved for development before the enactment of a moratorium does not fall under a moratorium's provisions.

The facts of the *City of Lorena* case are virtually identical to The Woodlands Hills development. City Council must vote consistent with the Texas Supreme Court's guidance and state statute to grant an exception and waiver to this development.

IV. Conclusion

HF Management and its builder partners have made substantial investments in The Woodlands Hills based on the assurances provided by the Development Agreement, the protections guaranteed under state law, and the approvals previously granted by the City of Conroe. These legal foundations establish HF Management's and its builder partners' rights to develop The Woodlands Hills free from the limitations of the Moratorium Ordinance.

The City Council now has the opportunity—and obligation—to correct the Public Works Department's denial of the requested exemption and waiver. State law is unequivocal in its protection of vested rights under development agreements, grandfathered projects, and properties already approved for development. These protections ensure that developers can rely on the legal and regulatory framework in place at the time their projects commence, allowing for the orderly and predictable development of communities.

In this case, HF Management has demonstrated that:

a. **The Development Agreement guarantees vested rights** to develop The Woodlands Hills, and the City has a legal and contractual obligation to honor its commitments.

b. **The project is protected under the state's grandfathering statute (Chapter 245)**, which prohibits the application of new regulations, such as the Moratorium Ordinance, to ongoing projects that began under prior rules.

c. **The project has already been approved for development**, as evidenced by the City's approval of subdivision plats, making it exempt from the moratorium under state law and supported by Texas Supreme Court precedent.

By granting an exception and waiver to the Moratorium Ordinance, the City Council will not only comply with its legal obligations but also reaffirm its commitment to fostering trust and collaboration with its development partners. This decision is critical to ensuring the continued growth of The Woodlands Hills and to preserving the City's reputation as a reliable and law-abiding municipality.

HF Management urges the City Council to vote to uphold the rights guaranteed under the Development Agreement, the protections afforded by state law, and the standards established by the Texas Supreme Court. This action is necessary to fulfill the City's legal obligations and to enable The Woodlands Hills to proceed as envisioned.

HF Management respectfully urges the City Council to act on this request within 10 days of receipt, as required by state law and the City's own Moratorium Ordinance. To date, the City has not fulfilled its

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obligation to timely address prior requests for exception and waiver, resulting in significant unanticipated carrying costs for HF Management and its builder partners in The Woodlands Hills development. These delays have disrupted the development's business plan and created unnecessary financial strain. Prompt approval of this request, as mandated by law, is critical to mitigating further impacts and ensuring the continued success of The Woodlands Hills development.

Sincerely,

Joseph Valane

Joseph Valane
General Counsel
HF Management Development Company, LLC
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380

Docusign Envelope ID: 1894AA0D-3381-495E-81B2-12286E122F3C

EXHIBIT A

Section #	Recording Info	DOC#
TWDC-HHC-4	Cab Z- Sh 4887 through 4889	2017112483
TWH Sec.2	Cab Z- Sh 5394 through 5398	2018107666
TWH Sec.6	Cab Z- Sh 6327 through 6330	2020023870
TWH Sec.12	Cab Z- Sh 6509 through 6512	2020049765
TWH Sec.12A	Cab Z- Sh 7910 through 7912	2021147377
TWH Sec.16	Cab Z- Sh 8729 through 8732	2022076946
TWH Sec.17	Cab Z- Sh 8128 through 8133	2022008224
TWH Sec.18	Cab Z- Sh 8670 through 8676	2022072336
TWH Sec.19	Cab Z- Sh 8249 through 8253	2022018955
TWH Sec.20	Cab Z- Sh 9025 through 9029	2022123409
TWH Sec.21	Cab Z- Sh 8001 through 8005	2021169414
TWH Sec.24	Cab Z- Sh 9970 through 9973	2023103395
TWH Sec.25	Cab Z- Sh 8737 through 8740	2022079226
TWH Sec.26	Cab AA- Sh 0791 through 0797	2024074573
TWH Sec.27	Cab AA- Sh 0798 through 0801	2024074579
TWH-Sec.29	Cab Z- Sh 9599 through 9602	2023052313
TWH-Sec.34	Cab Z- Sh 9938 through 9942	2023099285

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Exhibit B

Engineering

CITY OF CONROE

Est. 1904

December 03, 2024

HF Management Development Company, LLC
ATTN: Daniel Kolkhorst
9950 Woodloch Forest Dr., Ste. 1100
The Woodlands, TX 77380

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - HF Management Development Company, LLC, The Woodlands Hills

Dear Mr. Kolkhorst:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for HF Management Development Company, LLC, The Woodlands Hills. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. Building permits issued before August 23, 2024, which are open and active, will be allowed to move forward to completion, however, no new building permits will be accepted. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with the requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works
/gh

Exhibit B

Howard Hughes

c/o HF Management Development Company, LLC
9950 Woodloch Forest Drive
Suite 1100
The Woodlands, Texas 77380
howardhughes.com

February 3, 2025

City of Conroe City Council
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Greg Hall
Assistant Director of Public Works, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Michael Garner
Interim City Attorney, City of Conroe
300 W. Davis
P.O. Box 3066
Conroe, TX 77305

Re: Follow-Up on Appeal – Request for Exception and Waiver from Ordinance No. 2174-24 (Moratorium Ordinance)

To the City Council of the City of Conroe, Texas:

On **December 20, 2024**, HF Management Development Company, LLC ("HF Management") submitted an appeal (attached as Exhibit A to this letter) to the City regarding the denial of our request for an exception and waiver from the Moratorium Ordinance. This appeal was submitted in accordance with the procedures outlined in the Moratorium Ordinance, which explicitly requires the City to issue a decision within **10 days**.

As of today, no response has been received. The City has a clear legal obligation to act on this appeal within the required timeframe, and this delay is not only a violation of the Moratorium Ordinance but also creates unnecessary uncertainty for our development and financial harm to our business and builder partners.

We respectfully request an immediate response to our appeal. Should you require any additional information or clarification regarding our submission, please do not hesitate to contact our office at (281) 213-1171. We look forward to resolving this matter promptly.

Sincerely,

Joseph Valane

Joseph Valane
General Counsel
HF Management Development Company, LLC
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380

Meeting Date: 04/23/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Ordinance, Other

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

Description
Discuss temporary Development Moratorium within certain specified areas of the city.

Summary / Recommendation
Discuss temporary Development Moratorium within certain specified areas of the city.

Attachments

Ordinance
Exhibit A
Exhibit B

CERTIFICATE FOR ORDINANCE

On the ___ day of April, 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.

I.

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

ORDINANCE NO. ____-25

AN ORDINANCE OF THE CITY OF CONROE, TEXAS, ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN CERTAIN, SPECIFIED AREAS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE, EXTENSIONS, EXCEPTIONS AND EXEMPTIONS, APPEALS, AND OTHER RELATED MATTERS.

II.

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

III.

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

SIGNED AND SEALED this ____ day of April, 2025.

_____
SAMI H. QUINLAN, Interim City Secretary

ORDINANCE NO. ____-25

AN ORDINANCE OF THE CITY OF CONROE, TEXAS, ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN CERTAIN, SPECIFIED AREAS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE, EXTENSIONS, EXCEPTIONS AND EXEMPTIONS, APPEALS, AND OTHER RELATED MATTERS.

WHEREAS, the City Council of the City of Conroe ("City Council"), Texas, finds that it is facing significant historic commercial and residential growth; and

WHEREAS, City Council finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction on real property in the City limits; and

WHEREAS, Section 51.001, Texas Local Government Code provides the City general authority to adopt an ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the Texas Local Government Code, to include Chapter 212, grants the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City's Public Works Director and Engineering, based on their training and experience, are of the professional opinion that the City's current water supply and/or water supply infrastructure is currently insufficient to support additional residential and commercial development while safely providing water to current residential and commercial customers as required by the Texas Water Code and Texas Department of Environmental Quality regulations; and

WHEREAS, the City conducted an analysis to determine the adequacy of the City's current regional water facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the analysis by the City's Director of Public Works, contained herein as Attachment "A", the City Council has made findings related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, City Council finds that certain essential public and private infrastructure, being water facilities throughout the City Limits, are inadequate and insufficient to adequately serve new development while safely providing water to current residential and commercial customers and

WHEREAS, relying on the professional opinions of the City's Public Works Director, the City Council makes the following findings with respect to the outstanding permits issued by the City prior to this moratorium:

1. Taking into account all water that has been committed by contract, certain City water facilities are at capacity; and
2. Based on the contractual commitments that will utilize all additional capacity of certain City water plants, there is currently no additional capacity available to commit to development of lots in the certain, specified areas of the City served by certain City water plants as described in "Exhibit B"; and
3. This moratorium should be reasonably limited to property located in said certain, specified areas of the City served by certain City water plants as described in "Exhibit B", and as determined by the City's Engineer and City's Public Works Director.

WHEREAS, until actions can be taken to increase the water capacity of the City of Conroe, allowing for additional water service connections will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in certain, specified areas of the City served by certain City water plants as described in "Exhibit B" will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of essential public facilities, water capacity, and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within certain, specified areas of the City served by certain City water plants while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with, Subchapter E, Chapter 212, Texas Local Government Code; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety; and

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

Section 1. The facts and matters set forth in the preamble are hereby found to be true and correct.

Section 2. That the City Council of the City of Conroe does hereby adopt as a part of this Ordinance the several findings of fact as set out in the preamble to this Ordinance, to include the Analysis attached hereto as "Exhibit A", and finds that the several conclusions reached therein are true, correct and accurate and are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

Section 3. As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City, then the common meanings in accordance with ordinary usage;

A. "Commercial property" means authorized for use other than single-family.

B. "Essential public facilities" means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.

C. "Permit" means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

D. "Project" means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

E. "Property development" means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

F. "Residential property" means property authorized for single-family.

Section 4. **APPLICABILITY**: The City of Conroe hereby enacts this Ordinance in order to implement a temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to the certain, specified areas of the City served by certain City water plants as described in "Exhibit B".

Unless a project falls within an exception as provided herein, this temporary moratorium applies to all applications for property development permits within the certain, specified areas of the City served by certain City water plants as described in "Exhibit B". Permits and/or Plans which may be affected by the Moratorium are subject to approval or rejection as determined by the City Engineering and Public Works departments. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

Section 5. PURPOSE: This temporary moratorium is being enacted to: (i) prevent a shortage of essential public facilities, namely water facilities that are operating at capacity taking into account all water committed with permits and by contract; and (ii) for the protection of the health, safety and well-being of the residents, citizens and inhabitants of the City of Conroe, Texas, to prevent a shortage of essential public facilities being water services.

Section 6. ENACTMENT: The City of Conroe hereby enacts this Ordinance implementing a temporary moratorium on the City's acceptance, review, approval, and issuance of permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property for residential and commercial property development within the certain, specified areas of the City served by certain City water plants as described in "Exhibit B".

Section 7. DURATION: The initial duration of this temporary moratorium shall be for a period of one hundred twenty (120) days after enactment of this Ordinance, or repeal of this Ordinance by City Council, whichever is sooner. During said period of moratorium, the City shall cease accepting permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property for residential and commercial property development within the certain, specified areas of the City served by certain City water plants as described in "Exhibit B" as provided under all Ordinances that may be related thereto of the City of Conroe, including all amendments thereto during the period of moratorium.

Section 8. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

Section 9. ADOPTIONS OF PROVISION OF CHAPTER 212: Further, the City of Conroe adopts verbatim the waiver procedures required by Local Government Code, Section 212.137 on the date the moratorium takes effect and, as applicable, the limitations on the moratorium as specified in the Local Government Code, Section 212.139(a) and (b).

Section 10. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

1. **No Impact Projects**. The temporary moratorium implemented by this Ordinance does not apply to a project that does not impact water capacity. To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.
2. **Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of April 18, 2025, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to April 18, 2025. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the engineering department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, and development rules pursuant to Local Government Code Chapter 212, Subchapter G, may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

B. Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain water infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E, may apply for waiver in accordance with City policy.

Section 11. DETERMINATIONS & APPEALS:

A. Exceptions. The Director of Public Works, or his designee, shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions as provided herein. Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.

B. City Council. City Council shall make a final decision on waivers within 10 days of filing of application.

C. Waivers. The decision to approve an Exemption, as provided for above, shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

Section 12. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

Section 13. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 14. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

Section 15. EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage.

Section 16. PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

READ & ACKNOWLEDGED on First Reading on the ____ day of April, 2025.

READ & APPROVED on the Second Reading on the ____ day of April, 2025.

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

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
MICHAEL T. GARNER, City Attorney SAMI H. QUINLAN, Interim City Secretary

Exhibit “A”

Health Concerns Posed by Deficient Water

Public water production and distribution systems and sanitary sewer collection and treatment systems are clearly considered by citizens to be essential services, and the requirements that they comply with minimum State standards to ensure the public health and safety reinforces the criticality of their proper sizing, maintenance, and operation. However, their general “invisibility” tends to make them a public resource whose maintenance and expansion costs are often deferred until significant issues such as large water line breaks, low water pressure issues, or sanitary sewer overflows in visible locations make them impossible to ignore. TCEQ is the State agency regulating public water and sanitary sewer systems and addressing deficiencies in systems posing public health risks. However, with some problematic indicators such as water system pressures below 20 psi or sanitary sewer overflows, by the time TCEQ is aware of a problem, the time needed to expand the infrastructure up to 2 ½-3 years (for water wells, infrastructure needed where easements are required). The public utility system may incur significant fines from the TCEQ over that period, and citizens will have the inconvenience of things like boil water notices and sanitary sewer overflows. As an example, the nearby City of Magnolia has now been under a moratorium since December of 2022. A public water system, particularly those where significant development is occurring, can avoid these sorts of TCEQ imposed or extended time period moratoriums by having master plan studies created and regularly updated and by funding the expansions and critical maintenance recommended in them.

Two things the TCEQ monitors to assess potential deficiencies (and attendant risk) in a public water system are production capacity relative to number of connections served and any pressures in the system falling below 20 psi (even if they occur during emergency conditions. Lack of adequate production capacity is monitored because it can lead to substandard pressures, which can cause a public health risk. If pressures fall below 20 psi in a water distribution system, there is a risk that water and contaminants from outside the pipes can be pulled into the water distribution system and then travel to other locations in it. Systems must report to the TCEQ pressures below 20 psi and issue boil water notices for any area where water from outside the pipes might have travelled in the system.

The TCEQ pressure requirement during any normal operating condition is maintenance of 35 psi everywhere in the system. Pressures below 35 psi need not be reported to TCEQ, but they provide a buffer, so that during special or emergency conditions, such as a line break, well failure, or firefighting the public water system will still be able to maintain at least 20 psi everywhere. If a system has areas going below 35 psi during normal operating conditions at peak demand periods of the day, that buffer is absent during special or emergency conditions. It is impossible to always measure pressure everywhere in a water system, and the buffer helps ensure that a line break or other special condition does not cause pressure below 20 psi at some unmonitored location.

Two of the things the TCEQ monitors to assess potential deficiencies (and attendant risk) in a sanitary sewer system are treatment capacity relative to number of connections served and sanitary sewer manhole overflows indicating inadequate line sizing relative to peak flows. The public health risk posed by overflows has to do with raw sewage and its contaminants getting onto properties in the City and then travelling into and through our creeks and drainageways. TCEQ has a buffer built into their standards, as pipes are required to be sized so sewage peak flows stay at or below the top of pipe. However, unlike the 35 psi in the water system which can be monitored

for, it is more difficult to monitor the level of sewage in manholes at the peak hour throughout the City. Public sewer system owners often become aware of deficiencies only when the buffer has been used up by increased flows from development and a manhole starts having overflows, often during large rainstorms and peak demand hours (since older sanitary sewers take in some drainage water from outside them during large rain events).

History Behind Water System Capacity Deficiencies

A City of Conroe Water Master Plan report dated May 2016 was prepared by Lockwood, Andrews and Newman (LAN). It included the development of recommended CIP projects, with the recommended times of completion for the projects set to ensure the water system capacity expansion being built in each recommended project would be operational before the new demands necessitating that expansion connected to the system. The prioritization also included consideration of required maintenance for some areas of the existing system.

This Master plan presented 30 projects on the list with a planning range of 5 years (to be operational by about 2022). The total cost in 2016 for these 30 projects was $51.5 million. To have all these operational by 2021, this $51.5 million would have needed to be included and approved in the CIP budget between 2016 and 2019. An additional 12 projects with a total cost of
$50.7 million were on the list with a planning range of 10 years (to be operational by 2027). This $50.7 million would have needed to be included and approved in a CIP budget between 2020 and 2024. Though the total master plan recommended budget to 2017-2024 was $102.2 million, the approximate total of CIP budget actually allocated to water well projects during the 2017-2024 time period was
$70,800,000.

When a Water Master Plan is created, particularly in an area where the pace of development so accelerated, it is prudent to allocate the resources to keep it up to date with current plans for development. The master plan was updated by LAN in 2022. This update presented a prioritized CIP list of 21 projects needing to be completed by 2027 with a total cost of $95.1 million in 2022 dollars. I did not compare the exact lists, but this would indicate to me that at least 9 projects from the previous master plan that were supposed to be built by 2022 had not yet been built and probably had not been funded at the time the 2022 master plan update was occurring. It also included a list of 7 projects with a total cost of $39.3 million to be completed by 2032 (thus probably funded by 2029) if the City was to keep pace with development.

In April 2023 the City received a Summary of Investigation Findings from the TCEQ. A TCEQ investigation had indicated that the City's required minimum water production capacity had reached 96% of the provided capacity based on the current number of connections, and thus, the City was required to submit to the TCEQ information on our plan to reduce that percentage back down to 85% maximum that is supposed to be maintained. The TCEQ requires public water systems to maintain some reserve capacity to accommodate in case of well failures, a little unexpected development, or other such things. The Engineering department submitted such a plan, demonstrating our intent to grow our production capacity to achieve 82% again by the Spring of 2025, to the TCEQ and it was approved in September 2023. However, this made the TCEQ aware that the City is not running with adequate reserve capacity in the overall system until the Spring of 2025.

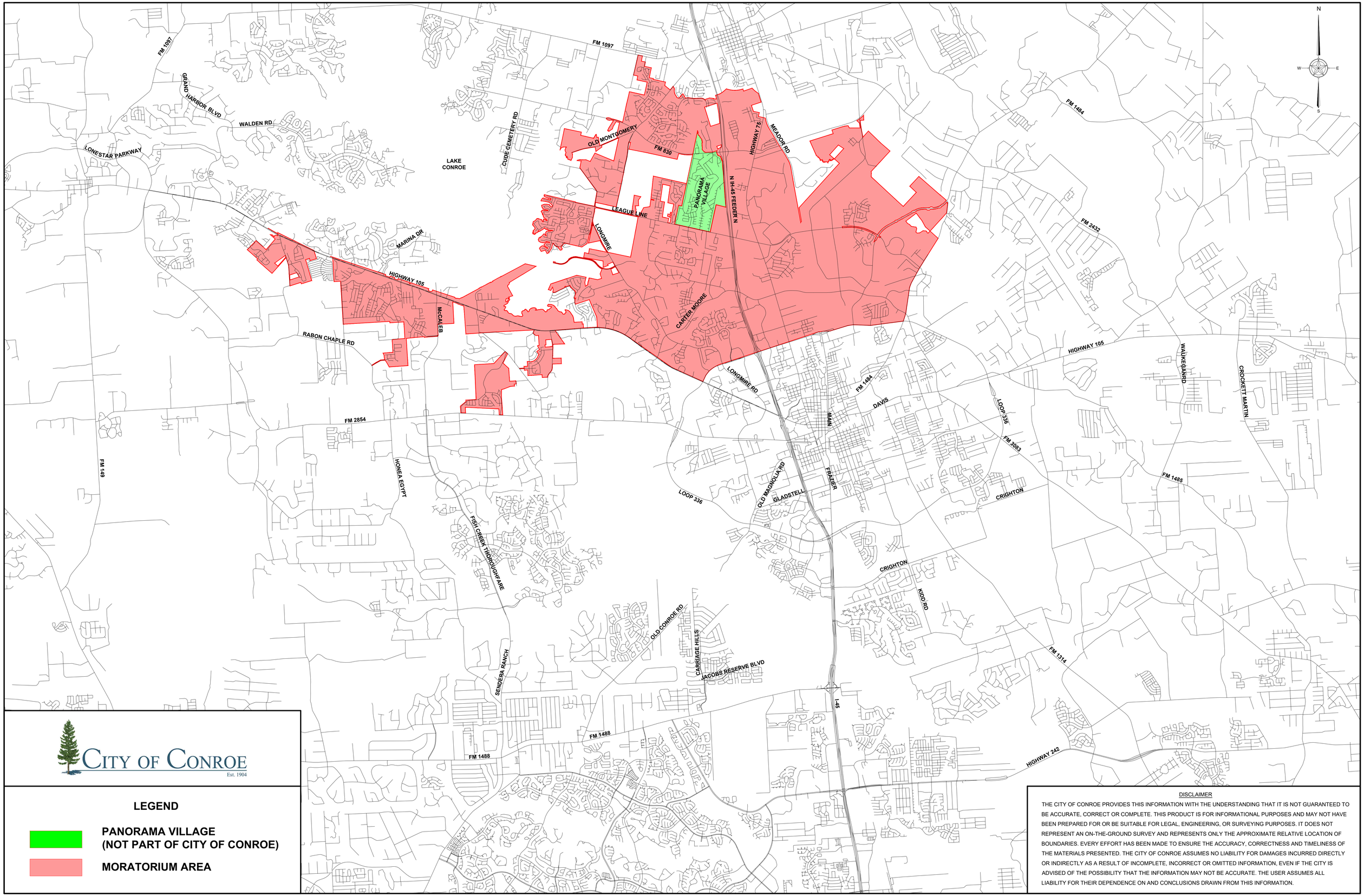
Exhibit “A”

In the late summer of 2023, there were indications that in the two northern water operating zones of the City our existing system capacity was reaching a point where provided capacity was over 100% of the water production capacity in those zones. This sort of issue can manifest as an inability to maintain minimum TCEQ required operating pressures in the water system. For a couple of years some Engineering staff have been aware of difficulties maintaining the minimum required 35 psi in the higher areas of the Watercrest subdivision. In late summer of 2023, Engineering staff heard reports from Public Works staff of similar pressure issues in the most westerly part of The Woodlands Hills. We also began receiving plan review comments from Public Works reviewers on engineering plans for Pines at Seven Coves, with the statement made that they could not be approved until the Moran Ranch elevated storage tank was operational.

LAN is tasked with working on a focused analysis of the two northerly operating zones and determine the cause of these problems, as they were happening earlier than the 2022 Master Plan update would have indicated. To date, it is still unclear to me whether development has been occurring in these areas at a more accelerated pace than accounted for in the 2022 Master Plan update, these “early” problems indicate greater than anticipated irrigation demands, or some other issue. However, the recent analyses by LAN have made clear that these two northern operating areas had inadequate pressures last summer, and there are no currently available operating strategies available to improve the situation other than rules limiting irrigation and adequate enforcement of those rules. The possibilities of additional water supply from SJRA and from Willis both have been discussed, but neither seems likely to be implemented before higher demands start an impact on the City water system. Even with rules limiting irrigation, if they are not strictly enforced, Conroe will have substandard pressures with their attendant risk of public health impacts in the future.

Some projects currently in design or under construction may be operational by the end of 2025. When they commence operation, the City should evaluate the need to lift the moratorium in applicable sections of the City. Water Plant No. 30, located at 11798 Interstate 45 North, is expected to begin production in September 2025. Water Plant No. 29, located at 10289 Farrell Road, is anticipated to be completed and operational by late July 2025. Once both plants are online, the City and LAN will be able to assess the need for the moratorium.

When a public water system in such a situation does not choose to enact a moratorium on development, thereby allowing system construction to catch up to the additional demands being placed by development, this can eventually result in significant fines by the TCEQ. It can also result in TCEQ mandating tighter timelines (with their higher design and construction costs) to build infrastructure necessary to bring the system back into compliance. In addition, it can result in extended periods when customers of the water system may be under boil water notices to mitigate the public health risks of water lines with substandard pressures. It is clearly in the best interest of the citizens of Conroe and the customers of its water system to move toward a moratorium on our own initiative, before TCEQ fines begin or the TCEQ requires the issuance of a moratorium. Being proactive in our approach will also give the City time to find and assess all the legal commitments the City must provide water to others and determine how best to handle those commitments without triggering any lawsuits against the City.



CITY OF CONROE
Est. 1904

LEGEND

- PANORAMA VILLAGE (NOT PART OF CITY OF CONROE)
- MORATORIUM AREA

DISCLAIMER

THE CITY OF CONROE PROVIDES THIS INFORMATION WITH THE UNDERSTANDING THAT IT IS NOT GUARANTEED TO BE ACCURATE, CORRECT OR COMPLETE. THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF BOUNDARIES. EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY, CORRECTNESS AND TIMELINESS OF THE MATERIALS PRESENTED. THE CITY OF CONROE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF INCOMPLETE, INCORRECT OR OMITTED INFORMATION, EVEN IF THE CITY IS ADVISED OF THE POSSIBILITY THAT THE INFORMATION MAY NOT BE ACCURATE. THE USER ASSUMES ALL LIABILITY FOR THEIR DEPENDENCE ON AND CONCLUSIONS DRAWN FROM THIS INFORMATION.

Meeting Date: 04/23/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Hearing

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

Description
Conduct a (2ND) Public Hearing on an Ordinance of the City Of Conroe, Texas, enacting a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in certain, specified areas of the city; providing for an effective date, extensions, exceptions and exemptions, appeals, and other related matters.

Summary / Recommendation
Conduct a Public Hearing (2ND) on AN ORDINANCE OF THE CITY OF CONROE, TEXAS, ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN CERTAIN, SPECIFIED AREAS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE, EXTENSIONS, EXCEPTIONS AND EXEMPTIONS, APPEALS, AND OTHER RELATED MATTERS.

Attachments

2ND PUBLIC HEARING NOTICE

April 16, 2025

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

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING (2ND)**
TEMPORARY MORATORIUM ON DEVELOPMENT WITHIN CERTAIN SPECIFIED AREAS OF THE CITY
CITY OF CONROE, TEXAS

Dear Courier:

Please publish the attached Public Hearing Notice in April 18, 2025, issue of The Courier.

If you have any questions, please call me on (936) 522-3012. Thank you for your continued assistance.

Sincerely,

Sami Quinlan
Interim City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING (2ND)
TEMPORARY MORATORIUM ON DEVELOPMENT WITHIN CERTAIN SPECIFIED AREAS OF THE CITY
CITY OF CONROE, TEXAS

The City Council of the City of Conroe, Texas, will conduct a Public Hearings on Wednesday, April 23, 2025, at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearings is to receive public comments regarding a temporary Moratorium on Development within certain specified areas of the city, which is located in Conroe, Texas.

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

The public is invited to attend and make comments.

Signed this 16th day of April 2025.

_____
Sami Quinlan
Interim City Secretary

Workshop

Meeting Date: 04/23/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Item Type: Bid Award

N. McGuire

Joint Meeting: No Joint Meeting

Description
Discuss the purchase of OpenGov Software for Building Inspections & Permits, Engineering, and the Purchasing Department.

Summary/Recommendation
The Building Inspections, Permits, and Engineering Department has identified the need for a comprehensive software solution to manage development projects and permits. OpenGov, a platform vetted through the DIR state contracts, has been selected due to its compatibility with the City's existing Cartegraph software. City staff have collaborated extensively with OpenGov, InfoTech, the I.T. Department, and the Purchasing Department to ensure the proposed system meets the City's operational requirements, local and state buying requirements. The department's current software, BluePrince, will no longer be supported beyond the end of the year, necessitating the transition. Additionally, the Purchasing Department will benefit from discounted pricing on its module, further enhancing the value of this investment for taxpayers. This implementation will also support city-wide contract tracking through the newly established Centralized Purchasing Department. This contract is a total of $519,798.56 for a three year term. The first year of implementation is $261,474,.21 for both Engineering/Permits & Inspection and Purchasing together, year no. 02 of the contract is $126,011.89 is for all departments together, and year 3 is $132,312.46 total. There is a remaining amount of approximately $298,000 remaining from a prior attempt at implementing software that will cover the first year for all departments.

1. Is the request necessary?
Yes this software will replace the existing software that will no longer be supported after this year.

2. Why was the item not budgeted in the normal budget process?
This was budgeted in 2021 for CityView, which ended up failing. Staff went back to find a better solution by involving multiple departments and doing extensive research to find the best fit for the City.

3. Why can a transfer not be made within the department?
Some of the money will be in each department. Other money will need to be transferred between Public Works, Engineering, Building Inspections & Permits, and Purchasing to cover the cost of the software.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $520,000 over 3-years	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	261,474.21	126,011.89	132,312.46			$519,798.56
Total	**$261,474.21**	**$126,011.89**	**$132.312.46**	**$**	**$**	**$519,798.56**
Net Impact	**($261,474.21)**	**($126,011.89)**	**($132.312.46)**	**$**	**$**	**($519,798.56)**

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: $519,798.56 over 3 years
Revenue Amount: 0
Account Number: Multiple

Account Number: Multiple
Budget Amendment Required Y/N: Y
Financial Review Complete:
Financial Review Notes:
Departments: 1570/8041, 1120/8041, 1580/8041; Previously there was approx. $298,000 remaining on the purchase order for CityView when the City canceled the contract. This money should be available for the first year purchase.

Attachments

SOQ
SOW
Quote

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/10/2025, 12:43 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Conroe, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-11254
Expires On: 4/30/2025

Ship To
City of Conroe, TX
Larry Cantrell
lcantrell@cityofconroe.org

Quote For:
Name:
Company: City of Conroe, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2025
Overall POP End Date: 4/30/2028

Term 1- Permitting 05/01/2025-04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,529.05	$2,529.05
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$42,595.76	$42,595.76
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$26,864.49	$26,864.49
OPGV-GHBP-B200300M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between $200-300 Million - 0Y	442.00	$236.56	$104,559.52
			Term 1- Permitting TOTAL:	$186,109.85

Term 1- Procurement 05/01/2025-04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$38,461.00	$38,461.00
OPGV-HALG-B200300M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y	156.00	$236.56	$36,903.36
			Term 1- Procurement TOTAL:	$75,364.36

Term 2- Permitting 05/01/2026-04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,655.51	$2,655.51
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$44,725.55	$44,725.55
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$28,207.71	$28,207.71
			Term 2- Permitting TOTAL:	$85,627.85

Term 2- Procurement 05/01/2026-04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$40,384.04	$40,384.04
			Term 2- Procurement TOTAL:	$40,384.04

Term 3- Permitting 05/01/2027-04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,788.28	$2,788.28
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$46,961.83	$46,961.83
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$29,618.10	$29,618.10
			Term 3- Permitting TOTAL:	$89,909.22

Term 3- Procurement 05/01/2027-04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$42,403.24	$42,403.24
			Term 3- Procurement TOTAL:	$42,403.24

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Statement of Work

City of Conroe, TX

Creation Date: 04/14/2025
SoW Expiration Date: 07/14/2025
Document Number: PS-08071.1
Created by: A.C. Long

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Conroe, TX ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.
   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.
   4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
   4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
   4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

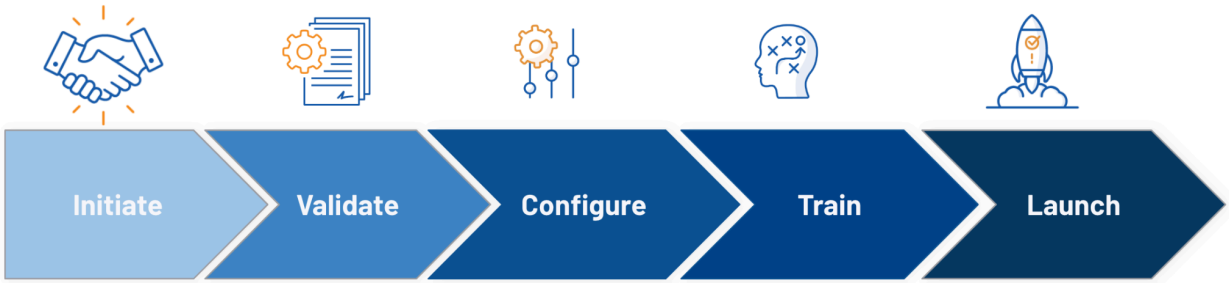
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1		Month 2	Month 3	Month 4
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation Workshops					
	Solicitation Development					
	Solicitation Templates					
	Contract Managment					
Configure	eSignature & Contract Assembly					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Contract Management
- DocuSign eSignatures

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:
- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:
- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:
- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria
- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:
- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:
- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria
- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:
- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided templates:
    - One (1) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.

    - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided templates :
    - One (1) Construction Contract Template will be built based on examples collected from the customer up to one hundred (100) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.

- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

DocuSign eSignatures

OpenGov will:

- Enable DocuSign integration.
- Provide instructions on how to connect DocuSign.

Customer will:

- Gather and provide relevant process information for DocuSign integration.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on the DocuSign Integration.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
    - Proposal Viewer Agreement
    - Interview Invitation
    - Non-Award Letter
    - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Creating Bids with Generic Templates
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
    - Writing Solicitations using templates
    - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List
- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts
- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates
- PDF or Word format, including all related attachments and documents.

Admin Documents
- PDF or Word format

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Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/10/2025, 12:43 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Conroe, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-11254
Expires On: 4/30/2025

Ship To
City of Conroe, TX
Larry Cantrell
lcantrell@cityofconroe.org

Quote For:
Name:
Company: City of Conroe, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2025
Overall POP End Date: 4/30/2028

Term 1- Permitting 05/01/2025-04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,529.05	$2,529.05
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,062.53	$1,062.53
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,124.48	$2,124.48
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$42,595.76	$42,595.76
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$26,864.49	$26,864.49
OPGV-GHBP-B200300M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between $200-300 Million - 0Y	442.00	$236.56	$104,559.52
			Term 1- Permitting TOTAL:	$186,109.85

Term 1- Procurement 05/01/2025-04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$38,461.00	$38,461.00
OPGV-HALG-B200300M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y	156.00	$236.56	$36,903.36
			Term 1- Procurement TOTAL:	$75,364.36

Term 2- Permitting 05/01/2026-04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,655.51	$2,655.51
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,115.66	$1,115.66
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,230.70	$2,230.70
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$44,725.55	$44,725.55
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$28,207.71	$28,207.71
			Term 2- Permitting TOTAL:	$85,627.85

Term 2- Procurement 05/01/2026-04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$40,384.04	$40,384.04
			Term 2- Procurement TOTAL:	$40,384.04

Term 3- Permitting 05/01/2027-04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GWCS-B200300M-RR-3Y	Accounting & Finance Export - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-GVCS-B200300M-RR-3Y	Autofill Interface - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GZCS-B200300M-RR-3Y	Bluebeam Integration - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-GBDS-B200300M-RR-3Y	Document Management Interface - Between $200-300 Million - 3Y	1.00	$2,788.28	$2,788.28
OPGV-GTCS-B200300M-RR-3Y	Esri ArcGIS Integration - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GYCS-B200300M-RR-3Y	Flag Integration - Between $200-300 Million - 3Y	1.00	$1,171.44	$1,171.44
OPGV-GQCS-B200300M-RR-3Y	Master Address Table or Assessor System Integration - Between $200-300 Million - 3Y	1.00	$2,342.23	$2,342.23
OPGV-HAIP-B200300M-RR-3Y	Permitting and Licensing - Building Essentials Without Fire - Between $200-300 Million - 3Y	1.00	$46,961.83	$46,961.83
OPGV-HAKS-B200300M-RR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $200-300 Million - 3Y	1.00	$29,618.10	$29,618.10
			Term 3- Permitting TOTAL:	$89,909.22

Term 3- Procurement 05/01/2027-04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-3Y	OpenGov Core Procurement and Contracts - Between $200-300 Million - 3Y	1.00	$42,403.24	$42,403.24
			Term 3- Procurement TOTAL:	$42,403.24

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

CITY OF CONROE

Workshop

Meeting Date: 04/23/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Mandy Hyman, Adm Specialist II PW

Item Type: Presentation

J. Buckholtz

Joint Meeting: No Joint Meeting

Description

Discuss purchase of 4 replacement PD Tahoes.

Summary / Recommendation

Approve purchase of 4 replacement PPV Tahoes for the Police Department. Bids were opened 12-5-2024 for 17 or more Tahoes for FY 24-25. Sames Chevrolet was awarded the bid and fulfilled the order for 17. PD needs 4 additional Tahoes to replace wrecked vehicles, and Sames cannot fulfill the additional 4. The second low bid that can fulfill this order is Caldwell Country Chevrolet. They will honor their initial pricing from the pre-bid.

Fiscal Impact

Expenditure Amount:	$228,540.00
Revenue Amount:	
Account Number:	003-3010-9060
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Attachments

Caldwell Chevrolet

2024-2025 Bid #1205PD-2024 Chevrolet Police Tahoe Tabulation	QUANTITY	Buckalew	Caldwell	Sames			
PD Tahoes - Blue and White	**4**	$ 58,300.00	$ 57,135.00	$ 53,663.50			
			Buyboard Contract # 724-23				
Total		$ 233,200.00	$ 228,540.00	$ 214,654.00	$ -	$ -	$ -

No longer available

2nd low bid, Buyboard pricing

Replacement for wrecked PD Tahoes

INVITATION FOR BIDS

2024-2025
CITY OF CONROE BID#1205PD-2024
CHEVROLET POLICE TAHOE VEHICLES

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

RESPONSES DUE THURSDAY
DECEMBER 5, 2024
@ 2:00PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed proposals electronically through Vendor Registry or delivered in duplicate, (including one (1) original and (1) complete copies for New Police Vehicles. The proposals shall be appropriately marked **"BID #1205PD-2024 City of Conroe Chevrolet Police Tahoe Vehicles"** and delivered to the Assistant Director of Purchasing, Purchasing Department, Dean Towery Service Center, 401 Sgt. Ed Holcomb Blvd., Conroe Texas 77304. Proposals will be publicly opened and the respondent's names read aloud on **Thursday, December 5, 2024,** at **2:00 p.m.** in the Purchasing Department, Dean Towery Service Center, 401 Sgt. Ed Holcomb Blvd., Conroe Texas 77304.

Specifications and RFP documents may be secured from www.cityofconroe.org, Services, Purchasing, Bid Opportunities.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids, award to multiple vendors and to waive informalities in submission of bids. The City of Conroe also reserves the right to award this proposal to the bidder who provides goods or services at the best value for the City.

CC: 11/14/24 & 11/25/24

KC/tlh

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe is requesting bids for 2024-2025 Chevrolet Police Tahoe Vehicles.

SPECIFICATION / SCOPE OF WORK/PRICING

The pricing document specifies the scope of 2024-2025 Chevrolet Police Tahoe.

CONTRACT TERM

The City of Conroe shall have the right to cancel this contract with 30 days written notice for unresolved problems. Otherwise the contract shall be for one (1) year.

AWARD

The award will be based on the bid response that is the best value to the City of Conroe. Best value criteria is lowest Purchase Price and or best Delivery time will be factors in the evaluation.

CONTRACT

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

WARRANTIES

List any warranties for parts:

N/A

Name of Vendor: Caldwell Country Chevrolet

Federal ID Number: 973226026

A Corporation of the State of: Texas

Telephone Number: 9795671500

Email: avery+@caldwellcountry.com

Website: www.caldwellcountrychevrolet.com

Mailing Address: PO BOX 27

City/State/Zip: Caldwell, TX 77836

Authorized Signature: [signature]

Printed Name: Avery+ Knapp

CITY OF CONROE PURCHASING DEPARTMENT

2024-2025 VEHICLE BID PRICING SHEET

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	BEST DELIVERY DATE
1	17 Or more	**2025 Full Size Police Package Chevrolet Tahoe SUV (Pursuit Rated) as per Specification** **Model:** Tahoe PPV CC10706 **Year** 2025	$ 57,135	$ 971,295	180 DAYS

CITY OF CONROE
PURCHASING DEPARTMENT
MINIMUM SPECIFICATIONS

Police Package Pursuit SUVs

SUV SPECIFICATION 17-1203-PD

Year: 2024-2025

Model: Typical PPV Tahoe Police Package Vehicle w/ All Standard Equipment (Rear Wheel Drive)

GVWR: 7200 lbs C5Z

Emissions: As Required by Federal/ Texas Standards – FE9

Engine: 5.3L EcoTec3 V8

Trans: 10 Speed Auto

Axle: 3.23 Ratio GU5

Body Color: White - With Custom Blue over white per COC color scheme.

Seats: Front: Bucket Cloth

Tires: 20" Standard Full Size

STANDARD 9C1 FEATURES NOTED

Protected Idle

Remote keyless entry package: 4 additional remote key fobs

SELECTED OPTIONS

Front: Bucket Cloth – 5Y1
** No Center Console, No Rear or 3rd row seats, and no rear door panels

Heavy Duty Floor Covering - Vinyl

Driven Door Lock Auto Lock Override -BCB

Auxiliary 700 Amp Battery - K5S

All Cars Keyed Common - 6E2

Driven Side Spot Lamp - 7X3

Liftgate Warning Lamps – T53

Auxiliary Dome Lamp - 6C7

Horn and Siren Control Provision – 6J4

Full Size Spare Tire

Bluetooth Phone Capability/ Steering wheel access to radio & phone

The paint code is PPG13599 for blue. (blue / white / blue)

Approved By:

Department Head — Date: 11-6-24

Fleet Manager — Date: 11/19/24



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

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

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

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

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

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

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

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

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

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

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 Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor

does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

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

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

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

25.0 **Financial Participation Prohibited** - Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

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

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

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

30.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER 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 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 -** Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

32.0 **Prior Disaster Relief Contract Violation -** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

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 Contractor and to bind the Contractor under any contract that may result from the submission of this Response.

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

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

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 **Texas Bidder Affirmation** - Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

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

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

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

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

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

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

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

47.0 **Legal and regulatory actions** - Contractor 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 Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Contractor 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** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

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

50.0 **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.

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

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

54.0 **Refund** - Contractor 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 **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.

56.0 **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.

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

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

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, Contractor 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 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

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 CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR 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 Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. 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.

Caldwell Downtown Chevrolet
(Company Name)

PO Box 27
(Street Address / P.O. Box)

Caldwell, TX 77836
(City / State / Zip Code)

979 567 5900
(Phone)

Averyt Knapp
(Name of Authorized Agent – Printed)

(Authorized Agent Signature)

11/19/24
(Date)

CITY OF CONROE

Est. 1904

City of Conroe
PO Box 3066
Conroe, Texas 77305

ADDENDUM NO. 1

DATE ISSUED: 11/14/24

PROJECT NAME: #1205PD-2024 Cheverolet Police Tahoe

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 previously issued addendum, the provisions of this revision shall govern and take precedence.

Added document Forms SB1295, CIQ, SB252, SB19 and SB13.

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

ACKNOWLEDGED: 11/19/2024

Authorized Signature [signature]

Printed Name Brent Knapp

Respondent/Contractor Caldwell Country Chevrolet

Date 11/19/2024

Teri-Lynn Hatch/Buyer II Warehouse Supervisor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1240662

Date Filed:
11/19/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet, II LLC
Caldwell, 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.
Bid# 1205PD-2024
Chevrolet Police Tahoe Vehicles

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Adrienne Gattis, and my date of birth is 9/23/1976.

My address is PO Box 27 (street), Caldwell (city), TX (state), 77836 (zip code), USA (country).

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

Executed in Burleson County, State of Texas, on the 19 day of Nov. (month), 2024 (year).

Adrienne Gattis
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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

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

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

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

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

Avent Knapp

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

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

None

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

None

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

7 Signature of vendor doing business with the governmental entity

11/19/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

_____ ("Company or Business Name")

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

11/19/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 19 day of November, 2024, personally appeared Avent Knapp, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Adrienne Gallis
My Commission Expires
03/31/2025
ID No 125250244

Adrienne Gallis
NOTARY SIGNATURE

11/19/2024
Date

CITY OF CONROE
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

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

Caldwell County Chevrolet
Company Name

12057PD-2024
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

M. Lu
Purchasing Representative

11/19/2024
Date

_____ ("Company or Business Name")

Senate Bill 19 Verification

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

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

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

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

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

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

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

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

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

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

11/19/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 19 day of NOV., 2024, personally appeared Avery Knapp, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY PUBLIC STATE OF TEXAS
Adrienne Gattis
My Commission Expires
03/31/2025
ID No 125250244

NOTARY SIGNATURE

11/19/2024
DATE

_____ ("Company or Business Name")

Senate Bill 13 Verification

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

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

11/19/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 19 day of Nov, 2024, personally appeared Avent Knapp, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Adrienne Gattis
My Commission Expires
03/31/2025
ID No 125250044

NOTARY SIGNATURE

11/19/2024
DATE

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 18, 2024

Sent via email to: averyt@caldwellcountry.com

AVERYT KNAPP
Caldwell Country Chevrolet
800 E Highway 21
Caldwell TX 77836

Re: Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services
BuyBoard Contract 724-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services, Contract 724-23 effective 12/1/2023 through November 30, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2025.

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

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

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

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by:

Meeting Date: 04/23/2025
Department: Fire
Contact: Paul Sims, Fire Chief
Submitted By: Mike Legoudes, Assistant Fire Chief

Workshop

Item Type: Bid Award

Item Type: Bid Award
P. Sims
Joint Meeting: No Joint Meeting

Description
Discuss the awarding of RFQ Design/Build Services and Contract Negotiations for Conroe Fire Station #8 to SLI Group, Inc.

Summary / Recommendation
Discuss the awarding of RFQ Design/Build Services and Contract Negotiations for Conroe Fire Station #8 to SLI Group LLC.

Attachments

Recommendation Memo
SLI Submittal

Purchasing

CITY OF CONROE

Est. 1904

TO: Paul Sims, Chief of Fire

FROM: Kristina Colville, CPPO, CPPB, Assistant Director of Purchasing

CC: Gary Scott, City Administrator
Nancy Mikeska, Deputy City Administrator/Director of Community Development
Norman McGuire, Assistant City Administrator/Director of Public Works

DATE: April 8, 2025

RE: Fire Station #8 Design/Build Contract

The Purchasing Department solicited Request for Qualifications (RFQs) for the above project. On March 6, 2025, six (6) responses were received and three (3) were chosen for interviews. A committee was formed consisting of staff from the Purchasing and Fire Department to review the qualifications and score the RFQs.

Accumulative Scores	
LDF Construction/BRW Architects	83
Grossman Design Build	92
SLI Group Inc	97

Recommendation:

The Committee is pleased to recommend SLI Group Inc. for consideration in response to the Request for Qualifications (RFQ) for Design/Build of Fire Station #8. With extensive expertise in design/build projects, SLI Group Inc. is exceptionally well-suited to support the City's objectives and priorities.

SLI Group Inc. has a proven track record of design/build and construction of multiple government facilities with a mission to stay within budget. They had several good references from multiple agencies.

The Committee is confident that SLI Group Inc will deliver exceptional results, exceeding expectations with their high-quality, professional design/build services. Their expertise and approach make them a valuable partner in advancing the City's construction goals.

Furthermore, we are requesting to enter into contractual negotiations with SLI Group Inc. and upon both sides arriving at an agreed upon scope, design and costs, we will return to the council for approval.

SLI

GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION



15810 Park Ten Place, Ste. 300
Houston, TX 77084
713-465-4650
www.sligroup.com

SLI
GROUP, INC. ...an integrated design/build firm

March 6, 2025

Attn: Kristina Colville

RE: Introduction Letter

Dear, Kristina Colville

SLI is a Houston based, full-service Design/Build firm with over 48 years of experience in commercial design and development.

Our staff of licensed architects, designers, estimators, purchasing agents, construction managers, and project superintendents work together on a daily basis, to develop the *most cost-effective* assemblies for each project. With all team members under the SLI umbrella, you have a single source of responsibility for the entire project. *Our proven method facilitates fast-track schedules, eliminates contractor-driven change orders, and lowers overall project costs.*

SLI assumes the responsibility, with no excuses, for delivering a quality project, on time, and within budget. We know how to handle and eradicate adversarial conflicts to guarantee the best result.

We sincerely want the opportunity to provide a successful project. We can assure you that using SLI will produce the highest quality in the fastest and most cost-effective manner. We hope to have the opportunity to demonstrate the advantages of using SLI to you, regardless of the size of the project, and gain your confidence in the benefits of using SLI's proven track record for excellence.

Thank you

Yours very truly,

SLI GROUP, INC.

Brett Lucksinger
Principal

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A. Executive Summary

B. Prime DBE/Team Profile
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- DBE Project Examples for last (5) years

D. Organizational Plan and Project Approach (Evaluation Criteria 2)
- DBE Team Organization Chart
- Development Schedule

E. Personnel (Evaluation Criteria 3)
- Resumes of Design-Build Team

F. Consultant Services (Evaluation Criteria 4)
- Resumes of Consultants

G. References (Evaluation Criteria 5)
- Additional References

H. Financial Stability (Evaluation Criteria 6)
- Statement of Financial Condition
- Letter of Credit/Surety Company
- Bank Reference

I. Additional Information
- Non-Collusion Affidavit
- Certificate of Interested Parties
- Conflict of Interest Questionnaire
- Addendum No. 1

SLI GROUP, INC. ...an integrated design/build firm

EXECUTIVE SUMMARY

15810 Park Ten Place, Suite 300 • Houston, Texas 77084 • 713-465-4650 • Fax 713-465-8555
www.sligroup.com

SLI GROUP, INC. ...an integrated design/build firm

A. EXECUTIVE SUMMARY:

Established in 1976, S.L.I.'s primary mission has been to offer comprehensive design-build services to the commercial sector. The company has been recognized as an industry leader in facility design and construction, consistently ranking among the top ten design-build firms in various surveys. Some notable clients in our portfolio include Montgomery County ESD 9, Montgomery County ESD 3, Wilson County ESD 4, Woodforest National Bank, Shell Federal Credit Union, Prosperity Bank, The Woodlands Christian Academy, Community Bank of Texas, and numerous other respected organizations.

Our team is composed of accomplished Architects, Interior Designers, and Builders who collaborate seamlessly on a daily basis. This unique collaboration between architects and builders fosters remarkable efficiency and cost-effectiveness in design and construction. S.L.I. provides a wide array of Professional Services, including Architecture & Interior Design, Furniture & Fixture Procurement, Construction Contracting & Management, Cost Estimating, Master Planning, and more.

At S.L.I., we spare no effort to get things right the first time because we recognize our responsibility for the project long after it becomes operational. We uphold the essence of teamwork, ensuring that the Architect, Designer, Construction Management Team, and Client all work together as one cohesive unit, eliminating the adversarial relationships often seen in traditional construction. Cost control is a core principle for us, beginning at project inception and extending through project completion. When partnering with S.L.I., worries about Change Orders, a common issue with numerous Architects and General Contractors, become a thing of the past.

Being a genuine Integrated Design Build firm, S.L.I. comprehends its accountability for the entire project schedule, commencing from the initial design phase and culminating at project completion. We understand that the project timeline begins ticking the moment the project is initiated, and on-time delivery is imperative for project success. Using Development Schedules and Project Schedules, S.L.I. thoroughly plans the entire project timeline from the start of conceptual drawings to client move-in.

Leading our proposed DBE team is Mr. Brett Lucksinger, a Firm Principal, providing more than 25 years of experience in Design Build Services and holding ownership in S.L.I Group, Inc. Additionally, Mr. Lucksinger brings over seven years of expertise in the fire service, where he served as an Engineer/Operator at Community Volunteer Fire Department in Fort Bend and Harris County, Texas.

The DBE team is experienced, competent, and prepared to provide all the requested services, including design and construction, in compliance with all applicable laws, rules, and regulations.

All the members of the proposed DBE team are presently part of the S.L.I. workforce and will continue to be actively involved in the project until its successful completion.

S.L.I., if awarded, will provide General Liability Insurance, Workers' Compensation, and Professional Liability Insurance within (5) days of notification of contract award, as well as Payment and Performance bonds prior to the start of construction phase services.

At the time of submission, S.L.I. has no knowledge of any addenda.

SLI GROUP, INC. ...an integrated design/build firm

DBE TEAM PROFILE

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SLI GROUP, INC. ...an integrated design/build firm

B. PRIME DBE/TEAM PROFILE

- **DBE/Team Name**: SLI Group, Inc.,
- **Local/Home Office**: 15810 Park Ten Place - Suite 300- Houston, Texas 77084
- **Primary Contact**: Mr. Brett Lucksinger
  - **Email Address**: blucksinger@sligroup.com
  - **Phone**: (713) 465- 4650 Fax: (713) 465-8555
- **SLI Group, Inc., was established under the current name on April 12, 1976**
- ***See the attached*- Listing of SLI Firm Principals**
  - **Principal-In-Charge for Project**
    - Mr. Brett Lucksinger
    - Email: blucksinger@sligroup.com
    - Phone: (713) 465-4650
- **Names under which the DBE has operated**:
  - SLI Design, Inc.
  - SLI Construction, Inc.
- **The total number of full time staff to be assigned to this engagement:** 13
  - Brett Lucksinger - *DBE Firm Principal & Team Leader*
  - Jeff Culp - *DBE Project Manager*
  - Brandon McGee – *Director of Construction*
  - Ken Canal – *Site Superintendent*
  - James White – *Safety Coordinator*
  - Tom Baiker, *AIA- Architect*
  - Evelyn Chen, *TAID- FF&E Director*
  - Brenda Hughes, *IIDA, RID, NCIDQ- Interior Designer Director*
  - Rhonda Godfrey- *Contract Administrator*
  - CJG Engineers – Britt Gardner, P.E., S.E. – *Structural Engineers*
  - Jones Engineering, L.P. – N. Curt Jones, P.E. & Tom Jones, P.E.-*MEP Engineers*
  - W.D. Engineers – Will D. Wilkinson, P.E.- *Civil Engineers*
- **Professional Services provided by SLI Group, Inc.,**

SLI GROUP, INC. ...*an integrated design/build firm*

- Architecture & Interior Design
- Furniture & Fixture Procurement
- Construction Contracting & Management
- Site Location & Feasibility Studies
- Project Supervision
- Cost Estimating
- Preliminary and Master Planning
- Value Engineering

- *There are no judgements, claims, mediation/arbitration proceedings, and/or lawsuits, against SLI Group, Inc., or its officers pertaining to similar services, in the past five (5) years and/or outstanding.*

- ***Please see attached***- Certificate of Insurance.

- ***Please see attached***- Summary of Experience Modification Rate (EMR) For the past three (3) years, and safety policies and procedures.

- SLI Group, Inc. certifies that each architect or engineer that is a member of our team was selected based on demonstrated competence and qualifications in the manner provided by Texas Government Code, Section 2254.

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SLI
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FIRM PRINCIPALS

Sarah Lucksinger, T.A.I.D., Chairman and Chief Executive Officer
Ms. Lucksinger began the S.L.I. Group, Inc. in 1976. After experiencing the problems that arise in typical architect/interior design/general contractor/supplier/owner projects she developed the design-build company that exists today. Ms. Lucksinger has developed a cohesive Team of architects, interior designers, contractors, estimators, purchasing agents, accountants and superintendents who are dedicated to quality and committed to the goals and expectations of the client.

With a background in Business Administration and Environmental Design (Texas Technological University), 45 years of hands-on planning, design and construction and a proven track record for performance, Ms. Lucksinger is prepared to apply full-time effort to assure an on-time, within budget completed project.

Scott Hollingsworth, DBIA, President
Joining S.L.I. in 1999, Scott brings over 20 years of commercial construction project development and management experience. Scott is a member of the Design Build Institute of America and is totally committed to the value design/build brings to projects. Having spent 16 years with Turner Construction Company prior to joining SLI, Scott offers clients a unique combination of expertise in both pre-construction and construction services.

Scott graduated with a Bachelor of Science in Construction Management, Bradley University – Peoria, Illinois.

Todd A. Lucksinger, J.D., Executive Vice President and Chief Operating Officer
Todd oversees day-to-day management of the Design/Build projects. In addition, as a member of the Construction Law Section of the State Bar of Texas, Todd is knowledgeable of the legal issues inherent to the construction industry.

SLI GROUP, INC.

Todd received his Bachelor of Business Administration from the University of Texas at Austin and his Juris Doctorate from DePaul University

Brett R. Lucksinger, Executive Vice President and Construction Services Director
Brett oversees the quality and performance of SLI's Design/Build projects. Brett has worked in every phase of Design/Build and is committed to the on-time and in-budget delivery of quality projects. His first-hand knowledge of construction assemblies and innovative problem-solving abilities provides clients with the assurance of a project that will be built with quality and delivered on-time.

Mr. Lucksinger attended the University of New Mexico where he majored in Business Administration.

Thomas B. Baiker, A.I.A., Vice President and Director of Architecture
Mr. Baiker oversees all architectural drawings and specifications. He is proficient in Auto Cad. His knowledge of Building code requirements and A.D.A. compliance assures well-planned, barrier free environments.

Mr. Baiker received his undergraduate degree at the University of Pittsburgh and his Master of Architecture at the University of Houston. His field experience brings an understanding of the complexity of communication required between contractor and architect to assure a well-designed and well-constructed project.

Don M. Matthews, Vice President and Director of Project Cost Compliance
Mr. Matthews brings 35 years experience in construction cost estimating and quality control to the Project Team. Mr. Matthews has developed an on-line estimating system that produces accurate construction and finish-out costing. Using an easy-to-read standard spreadsheet format that can be integrated with other compatible systems, Mr. Matthews tracks the project costs at all stages to assure budget compliance and cost control.

Mr. Matthews attended the University of Houston, Houston, Texas, School of Business, University of Miami, Miami, Florida, Computer Science, Federal Building Trades Commission, and is qualified nationally for General Contracting Licenses (Building Unlimited). He brings a high level of experience and expertise in estimating and cost compliance to the Project Team.

SLI
GROUP, INC.

Christopher J. Adams, CPA, Vice President and Director of Marketing

Chris has over 35 years of accounting, marketing, and project management experience. His business and accounting background enable him to identify our clients' needs and correlate them with the project budget. His experience with demographic and statistical analysis provides a unique perspective to the design process.

Chris graduated from Wayne State University with a Bachelor's Degree in Business Administration in 1981. He received his CPA license in 1983.

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www.sligroup.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2025

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 Marsh & McLennan Agency LLC 2500 City West Blvd Ste 2400 Houston TX 77042	**CONTACT NAME:** Kelly Bell **PHONE (A/C, No, Ext):** 713-780-6632 **FAX (A/C, No):** **E-MAIL ADDRESS:** Kelly.m.bell@marshmma.com
INSURED SLIDE-2 SLI Design, Inc. 15810 Park Ten Place, Suite 300 Houston TX 77084	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Houston Casualty Company — 42374 **INSURER B :** Amerisure Insurance Company — 19488 **INSURER C :** Amerisure Mutual Insurance Company — 23396 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 79837251 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	CPP21141000501	3/1/2025	3/1/2026	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 $
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA21140980502	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	CU21141020502	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC21140990401	3/1/2025	3/1/2026	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
C A	Installation Floater Professional & Pollution Liability			IM21141010502 HCC2571487	3/1/2025 3/1/2025	3/1/2026 3/1/2026	Installation/Deduct. Per Claim/Aggregate Deductible	$400,000/$2,500 $2,000,000 $25,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is as executed written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is as executed written contract between the named insured and the certificate holder that requires it. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording. The Umbrella Liability policy follows form over underlying General Liability, Auto Liability and Employer's Liability. Blanket 30 days notice of cancellation applies, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Conroe
300 West Davis
Conroe, TX 77301

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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MARSH & McLENNAN AGENCY

2500 City West Blvd. #2400
Houston TX 77042

MAIN 713-780-6100

www.marshmc.com

March 4, 2025

SLI Group, Inc.
15810 Park Ten Place, #300
Houston, TX 77084

RE: Workers Compensation
Experience Modification History

To Whom It May Concern,

As the agent for SLI Group, Inc., this is to confirm that the following reflects their Workers Compensation Experience Modification history:

Policy Term	Modifier
03/01/2025	.89
03/01/2024	.89
03/01/2023	.88
03/01/2022	.87
03/01/2021	.84

If you have any questions or need additional information, please don't hesitate to contact our office.

Regards,

Kelly M. Bell
Account Executive
Kelly.M.Bell@Marshmma.com
(713) 679-8162

SLI GROUP, INC. ...an integrated design/build firm

DBE TEAM EXPERIENCE

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SLI GROUP, INC. ...an integrated design/build firm

C. PRIME DBE/TEAM'S DESIGN-BUILD EXPERIENCE

- ***Please see the attached*** Representative list of Design-Build Project examples performed in the last five (5) years.

15810 Park Ten Place, Suite 300 • Houston, Texas 77084 • 713-465-4650 • Fax 713-465-8555
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SLI Group, Inc.
Representative list of Design Build Projects
LAST FIVE (5) YEARS

PROJECT NAME	LOCATION	CLIENT NAME	YEAR DESIGN STARTED	PROJECT CONSTRUCTION COST	SUBSTANTIAL COMPLETION	MAIN CONSULTANTS	SLI GROUP STAFF MEMBERS	CONTRACTOR/BUILDER
Montgomery County ESD 3 Station 34	Montgomery, TX	Montgomery County ESD #3 Name: Leonard Mikeska Email: Leonard.Mikeska@mcesd3.org Phone: 936-520-0585	2024	$1,596,639.00	May-25	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Pro E	Jeff Culp-Project Manager Ken Canal-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Wilson County	Floresville, TX	Wilson County ESD 4 Name: David Adams Email: David.Adams@wcesd4tx.net Phone: 830-343-3120	2024	$1,318,434.00	March-25	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-WD Engineering	Jeff Culp -Project Manager Corey Griffin-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Montgomery County ESD 3 Station 34 - Admin	Montgomery, TX	Montgomery County ESD #3 Name: Leonard Mikeska Email: Leonard.Mikeska@mcesd3.org Phone: 936-520-0585	2024	$615,161.00	March-25	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Pro E	Hunter Kotch -Project Manager Ronnie Guyote-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union - Cypress	Deer Park, TX	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2023	$3,173,609.00	February-25	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Pro E	Hunter Kotch -Project Manager Travis Dorough-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union - Orem	Deer Park, TX	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2023	$3,173,102.00	November-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Pro E	Hunter Kotch -Project Manager Donald Mehas-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Neches Federal Credit Union - Drive Thru	Neches, TX	Neches Federal Credit Union Name: Vickie Conkle Email: Vconkle@nechesfcu.org Phone: 409-749-6301	2024	$262,698.00	October-24	MEP Engineers-Jones Engineers, L.P.	John Booth-Project Manager Ryan McGee-Superintendent James White-Safety Coordinator Architect-Tom Baiker	SLI Group, Inc.
Stellar Bank - Galleria	Houston, TX	Stellar Bank Name: Jim Sturgeon Email: jsturgeon@cbotx.com Phone: 713.308.5743	2023	$331,280.00	September-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers	John Booth -Project Manager Chris Durnell-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Sarah Lucksinger FF&E- Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union - Laporte	Deer Park, TX	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2024	$249,392.00	August-24	MEP Engineers-Jones Engineers, L.P.	Hunter Kotch -Project Manager Donald Mehas-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.

Stellar Bank - Woodway	Houston, TX	Stellar Bank Name: Jim Sturgeon Email: jsturgeon@cbotx.com Phone: 713.308.5743	2024	$222,797.00	August-24	Architect - SLI Group	John Booth -Project Manager Clifford Deal-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Sarah Lucksinger FF&E- Krista Morales	SLI Group, Inc.
Gulf Coast Educators FCU	Pasadena, TX	Gulf Coast Educators Name: Taylor Herbert Email: thebert@gcefcu.org	2023	$574,598.00	July-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Pro E	Tommy Kuban -Project Manager Jarrod Cavness-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Austin Bank - Montgomery	Spring, TX	Austin Bank Name: Keith Fletcher Email: Kfletcher@austinbank.com Phone: 903.759.3828	2023	$2,346,289.00	July-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers -PRO E	Jeff Culp-Project Manager Nathan Fowler -Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Sarah Lucksinger FF&E-Evelyn Chen	SLI Group, Inc.
Neches Federal Credit Union - ITM's	Neches, TX	Neches Federal Credit Union Name: Vickie Conkle Email: Vconkle@nechesfcu.org Phone: 409-749-6301	2023	$409,276.00	June-24	MEP Engineers-Jones Engineers, L.P. Civil Engineers-PRO E	John Booth-Project Manager Nathan Fowler-Superintendent James White-Safety Coordinator Architect-Tom Baiker	SLI Group, Inc.
Prosperity Bank - Gainesville	El Campo, TX	Prosperity Bank Name: Bob Dowdell Email: bob.dowdell@prosperityusa.com Phone: 713-275-6508	2023	$2,845,419.00	June-24	MEP Engineers-Sutton Eldridge Structural Engineers-CJG Engineers Civil Engineers-Brockett Davis	Richard Mancilla -Project Manager Corey Griffin-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Gulf Coast Educators FCU -Sweeny	Pasadena, TX	Gulf Coast Educators Name: Taylor Herbert Email: thebert@gcefcu.org	2023	$292,810.00	May-24	Architect -SLI Group	Tommy Kuban -Project Manager Jarrod Cavness-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Neches Federal Credit Union - Nall	Neches, TX	Neches Federal Credit Union Name: Vickie Conkle Email: Vconkle@nechesfcu.org Phone: 409-749-6301	2023	$509,350.00	May-24	Archtecture- SLI Group	John Booth-Project Manager Ryan McGee-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E-Evelyn Chen	SLI Group, Inc.
Capital Bank	San Jacinto City, TX	Capital Bank Name: Vincent Wright Email: svwright@capitalbanktx.com Phone: 713-675-4588	2023	$489,062.00	April-24	MEP Engineers-Jones Engineers, L.P.	Richard Mancilla-Project Manager Pierce Hollister -Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E-Evelyn Chen	SLI Group, Inc.
Normangee State Bank	Normangee, TX	Normangee State Bank Name: Joe Shaw Email: joelshow@msn.com Phone: 936-396-3611	2023	$2,633,344.00	March-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Civil Engineers-WD Engineering	Jeff Culp -Project Manager Travis Dorough-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Texas First Bank	Conroe, TX	Texas First Bank Name:Sean Kapp	2023	$2,780,216.00	February-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Ardurra	Tommy Kuban-Project Manager Graham Burns-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E-Evelyn Chen	SLI Group, Inc.

First State Bank	Athens, TX	First State Bank Name: Jason Hayes Email: jhayes@bankfsb.com Phone: 903-676-1900	2023	$2,608,738.00	February-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Vasquez Engineering	Jeff Culp -Project Manager Corey Griffin-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union - Home Office Remodel	Deer Park, TX	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2022	$3,613,456.00	November-24	MEP Engineers-Jones Engineers, L.P.	Hunter Kotch -Project Manager Ronnie Guyote-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
The Woodlands Christian Academy-Fine Arts	Woodlands, TX	The Woodlands Christian Academy Name: Tom Hauser Email: thauser@twca.net Phone: 936-273-2555	2022	$10,665,312.00	July-24	MEP Engineers-Telios Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-Kimley Horn	Tommy Kuban -Project Manager Ken Canal-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior	SLI Group, Inc.
Grace Presbyterian Church	Houston, TX	Grace Presbyterian Church Name: Teressa Barner Email: tbarner@graceschool.org Phone: 713-267-5074	2022	$2,240,208.00	June-24	MEP - Swoboda Engineers Structural Engineers-CJG Engineers Civil Engineers-PRO E	Tommy Kuban -Project Manager Chris Durnell-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Krista Morales	SLI Group, Inc.
Neches Federal Credit Union - Tolivar	Neches, TX	Neches Federal Credit Union Name: Vickie Conkle Email: Vconkle@nechesfcu.org Phone: 409-749-6301	2023	$2,780,216.00	January-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers-AWC	John Booth-Project Manager Ryan McGee-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Juanitas	Houston, TX	Juanitas Restaurant Name: Miguel Nunez Email: Miguel@juanitasrestaurant.com Phone: 281-251-0206	2023	$1,490,631.00	May-24	MEP Engineers-EBE Engineers Structural Engineers-CJG Engineers	Tommy Kuban-Project Manager Ryan McGee-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.
Bank of BCS	Brenham, TX	Bank of Brenham Name: Anna Jones Email: aljones@bankbcs.com Phone: 979-599-9030	2022	$6,474,398.00	April-24	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineer - Kimley-Horn	Jeff Culp-Project Manager Doug Ritter-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Sarah Lucksinger FF&E- Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union - Administration	Deer Park, Texas	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2023	$28,956,271.00	December-24	MEP Engineers-Jones Engineers, Inc. Structural Engineers-CJG Engineers Civil Engineers -WD Engineering, Inc.	Hunter Kotch -Project Manager Ronnie Guyote-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Candy Leatherwood FF&E- Evelyn Chen	SLI Group, Inc.
Austin Bank - Creekside	Spring, TX	Austin Bank Name: Keith Fletcher Email: Kfletcher@austinbank.com Phone: 903.759.3828	2022	$2,810,667.00	July-23	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineers -LJA	Jeff Culp-Project Manager Cleve Griffin -Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Hillary Belk FF&E- Evelyn Chen	SLI Group, Inc.
Stellar Bank - 9 Greenway 8th Floor	Houston, TX	Stellar Bank Name: Jim Sturgeon Email: jsturgeon@cbotx.com Phone: 713.308.5743	2022	$1,814,095.00	August-23	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers	Tommy Kuban -Project Manager Pierce Hollister-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Hillary Belk FF&E- Evelyn Chen	SLI Group, Inc.
Montgomery County ESD #9 Station 81	Conroe, TX	Montgomery County ESD #9 Station 81 Name: Raymond Flannelly Email: raymond.flannelly@mcesd9.org Phone: 936-231-3527	2022	$3,798,425.00	December-22	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers	Jeff Culp-Project Manager Travis Dorough-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.

Montgomery County ESD #3 Station 31	Conroe, TX	Montgomery County ESD #3 Station 31 Name: Leonard Mikeska Email: Leonard.Mikeska@mcesd3.org Phone: 936-520-0585	2022	$4,341,651.00	June-23	MEP Engineers-Jones Engineers, L.P. Structural Engineers-CJG Engineers Civil Engineer - HG Green	Jeff Culp-Project Manager Travis Dorough-Superintendent James White-Safety Coordinator Architect-Tom Baiker Interior Design-Brenda Hughes FF&E-Evelyn Chen	SLI Group, Inc.
Shell Federal Credit Union-Parking Garage/Skybridge	Deer Park, Texas	Shell Federal Credit Union Name: Jose Rodriguez Email: jose.rodriguez@shellfcu.org Phone: 713-844-1112	2020	$14,469,000.00	April-21	MEP Engineers-Dominion Interests, Inc. Structural Engineers-CJG Engineers Civil Engineers -WD Engineering, Inc.	Hunter Kotch -Project Manager Ronnie Guyote-Superintendent James White-Safety Coordinator Architect- Tom Baiker Interior Design-Brenda Hughes FF&E- Evelyn Chen	SLI Group, Inc.

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ORGANIZATIONAL PLAN

AND

PROJECT APPROACH

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www.sligroup.com

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D. ORGANIZATIONAL PLAN AND PROJECT APPROACH

- **Team Organization Chart**
  - ***Please see the attached proposed Team Organization Chart***

- **Development Schedule**
  - ***Please see the attached proposed Development Schedule***

- **Cost Control**

During the Pre-construction and Construction Phases:

- SLI takes a minimum of 3 bids in each major category of work and determines the best value.
- SLI purchases materials direct from the factory ensuring the best price, while minimizing the risk of underlying sub-contractor and supplier liens.
- SLI provides complete bid to budget analysis including all FF&E project costs.
- At the conclusion of Part 1 services, you have a complete bid with no risk of contractor driven Change Orders.

- **Describe DBE/Team's methodology for working to deliver the project within budget and Procuring subcontracts, scope confirmation, amounts and proper payment.**
  - Use of extensive historical cost data to ensure correct budget values.
  - Vast experience in the costing of design and construction.
  - Use of SLI's Value Engineering process to determine the most cost-effective assemblies.
  - In House preliminary plan scrub reviews to eliminate conflicts between architectural and engineering plan details.
  - In House preliminary scope reviews to ensure that contractual scopes match plan details.
  - Materials are ordered and delivered in advance to save time, avoid material price increases, and shipping delay issues.
  - Final scope review with subcontractor/vendor prior to contract award.
  - Payment terms are clearly spelled out in the contract documents.
  - 10% Retainage held on all subcontracts to ensure punch items are complete prior to final payment.
  - Both Procore Project Management Software and Great Plains Accounting Software are used to ensure proper payments.
  - Notarized supplier release documents are required from all subcontractors purchasing any construction materials.
  - Notarized Progress and Final Release of Lien documents are required from all subcontractors, to ensure no liens are filed on the project.

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- **Schedule Control**

  - **Describe DBE/Team's typical scheduling methods during the pre-construction, construction phases, commissioning, and occupancy.**

    - During ***Pre-construction***, we use historical data to create a project development schedule that encompasses the entire design-build process from project inception, through design and construction completion. As a part of the development schedule, we use Microsoft Project to create a detailed construction schedule to verify that our budget meets the overall project timeline. We determine within the critical path which items needs to be ordered as soon as the project is awarded, to make sure the estimated lead time does not interfere with the project schedule. Ordering long lead items in advance will ensure the project substantial completion date is met. SLI also discusses with each subcontractor and vendor any time saving methods that may help expedite the schedule. We will incorporate these into the schedule if found feasible. If any delays are incurred, the project owner will be notified in writing. Any delay incurred, not including any Owner requested Change Orders or other unforeseen conditions, will be able to be made up, after hours and during weekends, if provided access to the space at these times.
    - During ***Construction Phases***, communication across our team is pivotal from inception to completion, especially during construction in order to maintain the schedule. Team meetings are held twice a week to discuss and resolve design and construction concerns. Clients are always encouraged to join in on these meetings. All team members are always in the know of what is occurring on the project, with the usage of our management software all teams, from Owner/Client to Vendors are aware of exactly where we are with scheduling on the project.
    - During ***Commissioning,*** we initially incorporated this phase into our project schedule, i.e., pre-construction assessments, inspections, verifications, systems startups, training and review training for owner's staff and final commissioning, therefore with everything scheduled up front, nothing will be overlooked.
    - ***Occupancy***: At the completion of the project, the owner will be issued a warranty and service manual. There will be no cost warranties for warrantable repairs made during the first twelve months, we will offer extended warranties, when they are available. The owner will also be provided with as-built drawings of the project.

- **Describe DBE/Team's typical schedule control methods during construction.**
  - During construction, four-week look ahead schedules are created and updated on a weekly basis. These schedules are reviewed at the twice weekly team meetings and compared against the Master Project Schedule. All subcontracts are tied to the Master Project Schedule and have minimum man-power requirements to ensure the schedule is maintained. In the event a subcontractor falls behind schedule, they are required to work weekends and provide additional manpower to catch up.

Quality Control Summary

SLI Group is unwavering in its dedication to Quality Control. We operate as a united team of Architects, Designers, Engineers, and Construction Professionals, collaborating seamlessly from project inception to completion.

During the Design Quality Control phase, we engage in numerous client meetings, diligently reviewing plans to ensure they align with the client's vision. Any requested modifications are promptly integrated. These meetings offer our clients early decision-making opportunities, covering various aspects such as Furniture, Fixtures, Equipment, space functionality, and more. This proactive approach serves to preempt issues before the construction phase begins.

In the Construction Quality Control process, the entire team assumes the responsibility of upholding rigorous quality standards. This is accomplished through daily observations, planned inspections, weekly team meetings, and other strategic measures. This comprehensive oversight ensures that challenges are minimized, and all project stakeholders remain well-informed and synchronized throughout the project's duration.

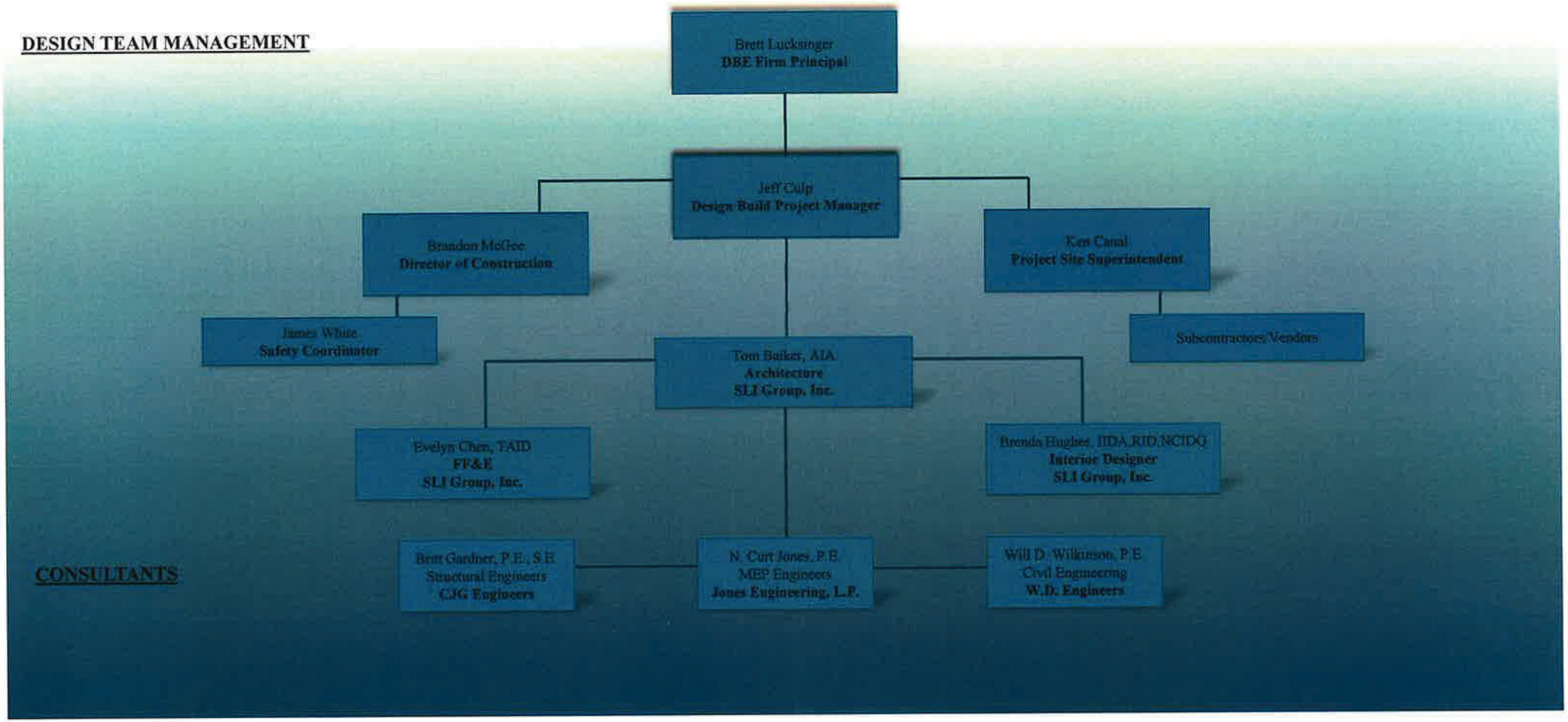
The Project Manager takes the lead in coordinating and overseeing various QC activities, including Pre-Construction Assessments, Scheduled Inspections and Verifications, Daily Monitoring and Testing Reports, Process Checklists, Problem Reporting, Corrective Actions, Non-Conformance Reporting, and more.

In the face of challenges that may arise during the project's course, SLI is committed to addressing them through collective effort. Our internal checks and well-established Quality Control Processes provide the assurance of a successful project delivery.

City of Conroe Fire Department
Station #8
Development Schedule
March 5, 2025

Project Schedule Summary:				
	Preliminary Design and Estimating	1 Month		
	Architecture, Engineering & Bidding	3 Months		
	Fire Station Construction	8 Months		
	Punch and Move-in	1 Month		
Project Schedule Detail:				
ITEM	**REQUIREMENT**	**RESPONSIBLE**	**DURATION**	**Complete**
		Note: All Durations Days are counted Monday - Friday		
	Preliminary Design and Cost Estimation	SLI Group	**20 Days**	3/24/2025 - 4/21/25
	Issue and Review Design-Build Agreement	**CFD/SLI Group**	**+ 10 Days**	4/14/2025
	Execute Design-Build Agreement	**CFD/SLI Group**	**+ 5 Days**	5/5/2025
	Release Civil Engineer, Structural Engineer & MEP Engineer	SLI Group	**+ 1 Day**	5/6/2025
	20% Design Meeting	**CFD/SLI Group**	**+ 5 Days**	5/13/2025
	50% Design Review Meeting - Select preliminary interior and exterior finishes, finalize MEP changes	**CFD/SLI Group**	**+ 15 Days**	6/3/2025
	70% Design Review Meeting - Finalize Interior Finishes	**CFD/SLI Group**	**+ 5 Days**	6/10/2025
	90% Drawing Review - Review and approve drawings prior to issue for permit and bid	**CFD/SLI Group**	**+ 10 Days**	7/1/2025
	Drawings scrub and final corrections	SLI Group	**+ 15 Days**	7/22/2025
	Issue Drawings for Bid and Permit	SLI Group	**+ 1 Day**	7/23/2025
	Bids Due	Subcontractors	**+ 10 Days**	8/6/2025
	Review and Qualify Bids	SLI Group	**+ 15 Days**	8/27/2025
	Issue Design-Build Amendment	SLI Group	**+ 2 Days**	8/29/2025
	Execute Design-Build Amendment	**CFD/SLI Group**	**+ 5 Days**	9/5/2025
	Pre-Construction			
	Award subcontracts and order materials	SLI Group	**+ 20 Days**	10/3/2025
	Construction and Finish-out			
	Mobilization	SLI Group	**+ 1 Day**	10/6/2025
	Station 8 Construction	SLI Group	**+ 160 Day**	5/18/2026
	SLI Pre-Punch Walk-through & Corrections	SLI	**+ 10 Days**	6/1/2026
	CFD Punch Walkthrough & Corrections	**CFD/SLI Group**	**+ 5 Days**	6/8/2026
	CFD Move-in Station 8	**CFD**	**+ 5 Days**	6/15/2026

SLI GROUP, INC. TEAM ORGANIZATION CHART



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PERSONNEL

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E. PERSONNEL

- ***Please see the attached Resumes of the Design-Build Team.***

- Work Related History:

- ***Brett Lucksinger*** is an SLI Firm Principal and Vice President of SLI Group, Inc. and will serve as the Design Build Team Leader for the *City of Conroe Station 8.* Brett has worked in every phase of Design/Build for more than 25 years and is committed to the on-time and in budget delivery of quality projects. His first-hand knowledge of construction assemblies and innovative problem-solving abilities provides clients with the assurance of a project that will be built with both quality and on-time delivery.

- ***Tom Baiker AIA*** is the Director of Architecture and oversees all architectural drawings and specifications. He will serve as the Architect for the *City of Conroe Station 8*. Tom received his undergraduate degree at the University of Pittsburgh, and his Master of Architecture at the University of Houston. Tom has over 32 years in the industry and has been with SLI Group, Inc., for 30 years. Tom's field experience brings knowledge and understanding of the complexity of the communication required between contractor and architect to ensure a well-designed and well-constructed project.

- ***Brenda Hughes, IIDA, RID, NCIDQ*** is the Director of Interior Design and oversees the Interior Design aspects of Projects at SLI Group and will serve as the resource for Interiors for the *City of Conroe Station 8.* Brenda received her undergraduate degree from Illinois State University with a Bachelor of Science. Brenda has been with SLI Group, Inc., for 16 years and has over 17 years of experience in Interior Design. Brenda's diverse experience and knowledge has resulted in satisfied clients over the years.

- ***Evelyn W. Chen, TAID*** is the Director of the FF&E Division at SLI Group and oversees the FF&E aspects of projects and will serve as the FF&E resource, for the *City of Conroe Station 8.* Evelyn received her undergraduate degree in Home Economics Teacher Education, from the University of Houston and Evelyn has been with SLI Group for 40 years and has over 40 years in the industry. Evelyn's attention to detail, spirited attitude, ability to manage all types/sizes of projects, is a major asset to the team for this project.

- ***Jeff Culp*** is a Senior Project Manager and has been with SLI for 10 years. He will serve as the Design Build Project Manager for the *City of Conroe Station 8,* and will work directly with Brett Lucksinger. Jeff attended Louisiana Tech University where he received his undergraduate degree, a Bachelor of Science in Construction Engineering, he has over 30 years of experience in the industry and his experience and capability to handle the toughest projects and scheduling demands, is why we have chosen Jeff for this Project.

- ***Brandon McGee*** is the Director of Construction and has been with SLI for 15 years and he will serve as his current status for the *City of Conroe Station 8.* and work directly with Jeff Culp, Travis Dorough and Mark Lane Jr. Brandon attended McNeese State University and received a Bachelor of Science Degree in Business Administration as well as Louisiana State University-Shreveport where he obtained a Bachelor of Science in Physical Therapy. Brandon is a pivotal part of the SLI organization, his role is critical in making sure, that all projects are in sync with our Safety Guidelines and those set by OSHA, as well as the budget and schedule SLI has set in place. Brandon has extensive experience in the Construction Industry and has over 20 years of experience.

- ***Ken Canal*** is a Site Superintendent and has been with SLI for 10 years. He lives in the Spring area and has done numerous projects in the spring and surrounding areas. He will serve as the main Project Site Superintendent for the City of Conroe Fire Department Station 8 Project and will work directly with Jeff Culp on this project. His tenacity, skillset, positive attitude, and knowledge are his greatest traits and keep our clients very pleased, and clients even request his presence on their projects. Ken has worked on some of the most difficult projects per scheduling, challenging site conditions, and inclement weather conditions, but always delivers a successful project. Ken has been chosen as Site Superintendent for this project.

E. PERSONNEL- CONSULTANTS

- ***Britt Gardner, P.E., S.E.,*** is a Firm Principal with CJE Engineers, and will serve as part of the Design Build Team as a Structural Engineer. Britt has been providing services for more than 25 years and has an impressive background and knowledge in their trade. Their attention to details and level of professionalism is what attracted SLI to the Firm. SLI Group and CJG Engineers has worked on many projects in the past and will continue their relationship moving forward.

- ***N. Curt Jones, P.E., CBCP, LEED AP***, is a Principal/Owner of Jones Engineers and has more than 40 years in the Mechanical and Electrical Engineering Profession and will serve as part of the Design Build Team as an MEP Engineer. He obtained his Bachelor of Science in Mechanical Engineering from the University of Texas. Curt has worked on many different types of projects, both private and public, and has a solid reputation in the industry. Jones and SLI Group has a fantastic relationship and has worked on different projects over their history.

- ***Thomas L. Jones, P.E.,*** is a Principal/Owner and Project Manager of Jones Engineers and has more than 3 years in the Electrical Engineering Profession and will serve as part of the Design Build Team as an MEP Engineer. Thomas obtained his Bachelor of Science in Engineering Technology from Texas A&M University. He has vast experience and in-depth knowledge of

electrical engineering systems. Along with his business partner their reputation precedes them, which makes their working relationship with SLI Group, Inc., great.

- Brief Summary

SLI Group, Inc. is a fully integrated commercial Design Build Firm, consisting of a team of well qualified and seasoned professionals, including Architects, Interior Designers, Estimators, Purchasing Agents, Construction Managers, Site Superintendents, and dedicated Support Staff. This collective expertise has led to decades of successful projects for our clients. In fact, the staff at SLI has collectively overseen the delivery of over 2000 high-quality Design Build projects throughout the State of Texas over the course of our company's history.

At SLI, we are committed to remaining at the forefront of current trends and technology. To achieve this, we regularly organize continuing education sessions for all our team members, during which leading manufacturers and technology companies showcase the most recent advancements in the market. This proactive approach ensures that both our team and our clients stay well-informed and up to date.

With a vast base of knowledge, the proposed Design Build Team is highly qualified to ensure the client's project is delivered successfully, both on schedule and within the budget.

BRETT LUCKSINGER

PRINCIPAL – SLI GROUP, INC.

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
BLUCKSINGER@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

EDUCATION

UNIVERSITY OF NEW MEXICO

SOUTHWEST TEXAS STATE UNIVERSITY

CAREER HISTORY

SLI GROUP, INC. 1997 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Combination Fire Station & Admin - Conroe, TX – 14,600 SQ FT

MONTGOMERY COUNTY ESD 3 STATION 31
Fire Station - Montgomery, TX – 14,300 SQ FT

AUSTIN BANK
Dayton Branch – Dayton, TX – New Construction

WOODFOREST NATIONAL BANK
Various Projects – New Construction and Renovations

SHELL FEDERAL CREDIT UNION
Various Locations – New Constructions and Renovations

FIRST STATE BANK
Various Locations – New Construction and Renovations

MOODY NATIONAL BANK
Various Locations – New Construction and Renovations

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management

CERTIFICATIONS

- Community Volunteer Fire Department (2013- Present)
- Firefighter 1
- Firefighter 2
- Engineer - Operator
- State Firefighters' and Fire Marshals' Association of Texas
- OSHA 10 Hour Certification
- First Aid and CPR/AED Certification
- Scaffolding
- Fall Protection and PPE

TOM BAIKER

DIRECTOR OF ARCHITECTURE

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
TBAIKER@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

EDUCATION

UNIVERSITY OF PITTSBURGH
Bachelor of Arts

UNIVERSITY OF HOUSTON
Master of Architecture

CAREER HISTORY

SLI GROUP, INC. 1993 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Conroe, TX - New Construction

MONTGOMERY COUNTY ESD 3 STATION 31
Montgomery, TX - New Construction

STELLAR BANK
Various Locations – Interior Remodel and New Construction

THE WOODLANDS CHRISITAN ACADEMY
Various Projects – The Woodlands, TX – New Construction

SHELL FEDERAL CREDIT UNION
Various Locations – Interior Remodel and New Construction

WOODFOREST NATIONAL BANK
Various Location – New Construction and Renovations

GRACE PRESBYTERIAN CHURCH
Houston, TX – Interior Remodel

FIRST NATIONAL BANK OF SOUTHLAKE
Southlake, TX - New Construction

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management

CERTIFICATIONS

- State of Texas Registrations #14288 Architect
- The American Institute of Architects (AIA)

BRENDA HUGHES

DIRECTOR OF INTERIOR DESIGN

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
BHUGHES@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

EDUCATION

ILLINOIS STATE UNIVERSITY
Bachelor of Science - Family and Consumer Sciences - Interior Design

CAREER HISTORY

SLI GROUP, INC. 2007 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Conroe, TX - New Construction

MONTGOMERY COUNTY ESD 3 STATION 31
Montgomery, TX - New Construction

PROSPERITY BANK
Various Locations – Interior Remodel and New Construction

THE WOODLANDS CHRISITAN ACADEMY
Various Projects – The Woodlands, TX – New Construction

SHELL FEDERAL CREDIT UNION
Various Locations – Interior Remodel and New Construction

GRACE PRESBYTERIAN CHURCH
Houston, TX – Interior Remodel

GRACE SCHOOL
Houston, TX – Interior Remodel

FIRST NATIONAL BANK OF SOUTHLAKE
Southlake, TX - New Construction

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management

CERTIFICATIONS

- International Interior Design Association (IIDA)
- Registered Interior Designer (RID)
- National Council for Interior Design Qualification (NCIDQ)

EVELYN CHEN

FURNITURE, FIXTURE, AND EQUIPMENT DIRECTOR

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
ECHEN@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

EDUCATION

UNIVERSITY OF HOUSTON
Bachelor of Science - Education

CAREER HISTORY

SLI GROUP, INC. 1981 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Combination Fire Station & Admin - Conroe, TX – New Construction

MONTGOMERY COUNTY ESD 3 STATION 31
Fire Station - Montgomery, TX – New Construction

GULF COAST EDUCATOR FEDERAL CREDIT UNION
Various Locations – New Construction and Renovations

AUSTIN BANK
Dayton Branch – Dayton, TX – New Construction

WOODFOREST NATIONAL BANK
Various Projects – New Construction and Renovations

SHELL FEDERAL CREDIT UNION
Various Locations – New Constructions and Renovations

FIRST NATIONAL BANK TEXAS
Various Locations – New Construction

GRACE SCHOOL
Houston, TX – Interior Remodel

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management

CERTIFICATIONS

- Texas Associations of Interior Designers (TAID)
- Notary Public in State of Texas

JEFF CULP

SENIOR PROJECT MANAGER

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-248-4527
JAMES@JPWSAFETY.COM
P.O. BOX 561
SPICEWOOD, TX 78669

EDUCATION

LOUISIANA TECH UNIVERSITY
Bachelor of Science – Construction Engineering

CAREER HISTORY

SLI GROUP, INC. 2013 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Conroe, TX - New Construction

MONTGOMERY COUNTY ESD 3 STATION 31
Montgomery, TX - New Construction

KRISPY KREME
College Station, TX - New Construction

NORMANGEE STATE BANK
Normangee, TX – New Construction

MEMBERS TRUST FEDERAL CREDIT UNION
Stephenville, TX – Major Upgrades/ Renovation

GULF COAST EDUCATORS FEDERAL CREDIT UNION
Houston, TX – Interior Build Out

CITY OF SUGARLAND
Sugarland, TX – Police and Courts Buildings
Sugarland, TX – Air Traffic Control Tower

JOHNSON SPACE CENTER (JOC)
Houston, TX – Bio-Regenerative Planetary Life Support Systems Test Facility
Houston, TX – Utility Tunnel System Rehabilitation – Multiple Phases
Houston, TX – Thermal Control Systems Test Facility

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management
- On Screen Takeoff
- FastTrack Scheduling

CERTIFICATIONS

- OSHA 30 Hour Certification
- Flagger Certification

BRANDON MCGEE

DIRECTOR OF CONSTRUCTION

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
BMCGEE@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

EDUCATION

MCNEESE STATE UNIVERSITY
Bachelor of Science – Business Administration

LOUISIANA STATE UNIVERSITY - SHREVEPORT
Bachelor of Science – Physical Therapy

CAREER HISTORY

SLI GROUP, INC. 2008 – Present

EXPERIENCE

MONTGOMERY COUNTY ESD 9 STATION 81
Combination Fire Station & Admin - Conroe, TX – 14,600 SQ FT

MONTGOMERY COUNTY ESD 3 STATION 31
Fire Station - Montgomery, TX – 14,300 SQ FT

HABITAT FOR HUMANITY RESTORE
Retail Space – Conroe, TX – 22,000 SQ FT

THE WOODLANDS CHRISITAN ACADEMY
Academic Building – The Woodlands, TX – 63,000 SQ FT

SHELL FEDERAL CREDIT UNION
Home Office – Deer Park, TX – 100,000 SQ FT

HOUSTON CHRISTIAN HIGH SCHOOL
Maintenance Building - Houston, TX – 10,800 SQ FT

MONUMENT BAPTIST CHURCH
Multipurpose Building – Deer Park, TX – 8,000 SQ FT

PRIMEWAY FEDERAL CREDIT UNION
Home Office - Houston, TX – 22,000 SQ FT

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management
- On Screen Takeoff
- FastTrack Scheduling

CERTIFICATIONS

- OSHA 30 Hour Certification
- First Aid and CPR/AED Certification

KENNETH CANAL

PROJECT SUPERINTENDENT
SLI GROUP, INC.

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-465-4650
BHUGHES@SLIGROUP.COM
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TX 77084

CAREER HISTORY

Project Superintendent

SLI Group, Inc. 2022 – Present
Adkon Systems 2020-2022
SLI Group, Inc. 2013-2020
R Hassel Builders 2005-2013
Global Construction 2003-2005
Texas Regional Construction 1999-2003

EXPERIENCE

MONTGOMERY COUNTY ESD 3 STATION 34
Fire Station - Montgomery, TX – 3,744SQ ADDITION

MONTGOMERY COUNTY ESD 3 STATION 31
Fire Station - Montgomery, TX – 14,300 SQ

The Woodlands Christian Academy Fine Arts
Fine Arts Building – The Woodlands, TX – 22,585 SQ FT

WOODFOREST NATIONAL BANK
Parking Garage – The Woodlands, TX – Three Story New Construction

WOODFOREST NATIONAL BANK
Operations Center – The Woodlands - Multiple Floor Renovations

Energy Capital Credit Union
Spring – New Construction

SHELL FEDERAL CREDIT UNION
Spring – New Construction

St. Paul Orthodox Christian Church
Katy, TX – New Construction

Prosperity Bank
Dayton – New Construction

City of Baytown
City Hall Addition – New Construction and Renovations

SKILLS/SOFTWARE

- Client and Project Team Communication
- Microsoft Project
- Expert at Problem Solving
- Procore Project Management
- Fluent in Spanish

CERTIFICATIONS

- OSHA 30 Hour Certification
- First Aid and CPR/AED Certification
- Scaffolding
- Fall Protection and PPE

JAMES WHITE

SAFEY COORDINATOR/ OFFICER

SLI GROUP, INC.

ARCHITECTURE | DESIGN | CONSTRUCTION

CONTACT

713-248-4527
JAMES@JPWSAFETY.COM
P.O. BOX 561
SPICEWOOD, TX 78669

EDUCATION

TEXAS A&M UNIVERSITY
Bachelor of Science - Industrial Distribution

EXPERIENCE

James White has worked on every single project performed by SLI Group, Inc., in the last 17 years and has over 20 years of experience.

SKILLS/SOFTWARE

- Client and Project Team Communication
- Time Management
- Client Focused Problem Solving
- Procore Project Management

CERTIFICATIONS

- OSHA 10 Hour Certification
- OSHA 30 Hour Certification
- First Aid and CPR/AED Certification
- Board of Certified Safety Professionals (BCSP) – Certified Safety Professional (CSP)

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CONSULTANT SERVICES

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www.sligroup.com

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F. CONSULTANT SERVICES

- SLI Group, Inc., has extensive experience working with our proposed consultants and their project experience is impeccable. Our relationships span across, many years working as a team in the completion of successful, owner satisfied projects.
    - ***Please see the attached resumes for the following proposed consultants***
        - **Britt Gardner**, P.E., S.E. - CJG Engineers
            - 30 Year working relationship with SLI Group
        - **N. Curt Jones, P.E.** - Jones Engineers
            - 25 Year working relationship with SLI Group
        - **Thomas L. Jones, P.E.** - Jones Engineers
            - 25 Year working relationship with SLI Group
        - **Will D. Wilkinson**, P.E. - WD Engineering
            - 10 Year working relationship with SLI Group

Sheldon EMS Building
Sheldon, Texas
Construction Cost: $1,200,000
Completion Date: (Completed 2011)

Owner: City of Sheldon
Sheldon, Texas 77049

8,500 square foot steel framed EMS building with an 800 square foot mezzanine and outdoor covered canopy.

Sheldon Community Fire and Rescue Station #3
Sheldon, Texas
Construction Cost: $1,400,000
Completion Date: (Completed 2011)
LEED Silver Registered

Owner: City of Sheldon
Sheldon, Texas 77049

Single story 10,000 square foot steel framed fire station building with high bay roof over half of the building and low roof with a small second floor area on the other half of the building.

Galveston Fire & EMS Station #5
Galveston, Texas
Construction Cost: $1,500,000
Completion Date: (completed 2010)

Owner: City of Galveston
823 Rosenberg
Galveston, Texas 77553

11,300 square foot single story tilt wall and steel framed fire and EMS building.

Pasadena Fire Station #3
Pasadena, Texas
Construction Cost: $1,200,000
Completion Date: (completed 2010)

Owner: City of Pasadena
1211 Southmore
Pasadena, Texas 77501

Single story 10,000 square foot steel framed fire station building with high bay roof over half of the building and low roof with a small second floor area on the other half of the building.

Pasadena Fire Station #4
Pasadena, Texas
Construction Cost: $1,200,000
Completion Date: (completed 2010)

Owner: City of Pasadena
1211 Southmore
Pasadena, Texas 77501

Single story 10,000 square foot steel framed fire station building with high bay roof over half of the building and low roof with a small second floor area on the other half of the building.

Bayer Fire Station & EOC
Baytown, Texas
Construction Cost $
Completion Date: (completed 2009)

Owner: Bayer Chemical Plant
8500 West Bay Road
Baytown, Texas 77520

2-story, 19,000 square foot, five apparatus bays and emergency operations center. Tilt wall and steel framed.

Kemah Volunteer Fire Station #1
Kemah, Texas
Construction Cost: $1,000,000
Completion Date: 2004

Owner: City of Kemah
1401 Highway 146
Kemah, Texas 77565

Single story 7,000+ square foot fire station with light tower, three bay apparatus room, dispatch room, three offices, meeting room, dormitory room, and lunch room.

League City Fire Station #5
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2004

Owner: City of League City
300 W. Walker
League City, Texas 77573

7,500 square foot, single story fire station with 3 apparatus bays and operations space.

League City Fire Station #1
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2004

Owner: City of League City
300 W. Walker
League City, Texas 77573

7,500 square foot, single story fire station with three apparatus bays and operations space.

Tomball Fire Station
Tomball, Texas
Completion Date: 2003

Owner: City of Tomball
401 Market Street
Tomball, Texas 77375

Two story steel framed structure with concrete tilt wall panels.

League City Fire Station #2
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2003

Owner: City of League City
300 W. Walker
League City, Texas 77573

7,500 square foot, single story fire station with three apparatus bays and operations space.

La Porte Fire Station #4
La Porte, Texas
Construction Cost: $1,000,000
Completion Date: 2002

Owner: City of La Porte
604 W. Fairmont Parkway
La Porte, Texas 77571

7,800 square foot, single story pre-engineered building foundation.

Clear Lake Fire Station

League City EMS Building

Seabrook Fire Station

Tomball Fire Station-Holderreith Rd.

Webster Fire Station

N.CURT JONES P.E., CBCP, LEED AP

PRESIDENT, G.P.

CONTACT

713-222-7766
INFO@JONESENGINGINEERS.COM
9820 WHITHORN DRIVE
HOUSTON, TX 77095

EDUCATION

UNIVERSITY OF TEXAS
Bachelor of Science in Mechanical Engineering

REGISTRATION

REGISTERED PROFESSIONAL ENGINEER IN TEXAS
#58428

BACKGROUND SUMMARY

Over The past 40 years, Curt has developed a solid experience base in mechanical, electrical, plumbing, and fire protection engineering. His background includes employment with major engineering firms in Houston and in the Washington, D.C. Area, providing both design and project management. Curt has been the principal owner of Jones Engineers for 26 years.

CITY OF RESIDENCE

HOUSTON, TX

PROJECT EXPERIENCE

Mr. Jones has provided the design of electrical, plumbing and mechanical systems his entire professional career. Projects include high rise office towers, central plants, municipal, airports, university, Independent School District, Criminal Justice, commercial and residential facilities.

Electrical distribution (normal and stand-by) have been included in all building designs. Fire Alarm design has been involved in most of the building designs, in addition to large campus wide fire alarm systems. Communication and data systems have been included in a number of facilities, including computer rooms and telecom systems.

The mechanical systems along with the HVAC is his core area of expertise. Unusual requirements and impossible space constraints are stimulating challenges. Central plant design and modifications are a large percentage of his designs. Providing design both in the Northeast and in the Gulf Coast been challenging. Humidity issues in the Gulf Coast area are of particular interest.

JONES ENGINEERS, L.P.
Consulting Mechanical/Electrical/Plumbing Engineers

THOMAS L.JONES P.E., CBCP, LEED AP

PRINCIPAL PROJECT MANAGER

CONTACT

713-222-7766
INFO@JONESENGINGINEERS.COM
9820 WHITHORN DRIVE
HOUSTON, TX 77095

EDUCATION

TEXAS A&M UNIVERSITY

Bachelor of Science in Engineering Technology

BACKGROUND SUMMARY

Thomas in-depth knowledge of electrical engineering comes from a variety of experiences in the building, space, power, and petroleum industries. His specific expertise includes information systems design, fire/life safety systems design, and electrical power distribution systems design.

EXPERIENCE

HISTORICAL PRESERVATION/RESTORATION

Sealy Mansion Conversion to Open Gates Conference Center, Clayton Center for Genealogical Research, Wharton Theater, Capitan Theater, Rialto Theater, Grimes County Courthouse, Hawkins Ranch, Galveston Historical Society Green Revival House, University of Houston Downtown Willow Street Pump Station, New Hope Housing at Brays Crossing, Austin Middle School, Oak Forest Library

CRIMINAL JUSTICE

Texas Department of Criminal Justice (TDCJ):
Darrington Unit Fire Alarm, Michael Unit Fire Alarm, Jester III Unit, Michael Unit Underground Piping, Connnally Unit RTU Replacement, Goree Unit Lock, Jester IV HVAC Assessment, Jester IV Rooftop Unit Replacement, McConnal Unit – RTU Replacement, Ramsey Rooftop Units, Sugar Land Boiler Replacement

HIGHER EDUCATION

University of Texas at Austin:
J.B. Connally Center, Sid Richardson Hall, Lady Bird Johnson Memorial Mural, LBJ School of Public Affairs Renovation
University of Texas Medical Branch:
Levin Hall Renovation, Decontamination Room Houston Community College
University of Houston Central Campus:
Center for Students with Disabilities, Cullen College of Engineering Renovation, Krost Hall and Law School Library Stephen F. Austin University
Kingwood College Porter Branch Rice University

INDUSTRIAL

World Houston Buildings, American Alloy Steel, Techway SouthWest, Chem One Warehouse, ACS Renovation, American Warehouse, Techway SouthWest Building #3,
Fawn Trail Warehouse, Jet Lube, Inc. Warehouse, Industrial Polymers Warehouse, Wireline
Technologies, Petroquip, DIAPac Warehouse - Pinemont, Summers Electric, CW Rod Tool
Company, J. A. Green Building Warehouse Leases, Kristen Warehouse, Carboline Warehouse, Produce Warehouse, Westbrae Warehouse, Buxton Warehouse, CIS Office and Warehouse, Federal Express Warehouse

JONES ENGINEERS, L.P.
Consulting Mechanical/Electrical/Plumbing Engineers

CJG ENGINERS

CONSULTING
STRUCUTRAL
ENGINEERS

CONTACT

713-780-3345
INFO@CJGENGINEERS.COM
3200 WILLCREST DRIVE
HOUSTON, TX, 77042

Montgomery County ESD 9 Station 81
Conroe, Texas
Completion Date: (Completed 2023)

Montgomery County ESD 3 Station 31
Conroe, Texas
Completion Date: (Completed 2023)

SHELDON EMS BUILDING
8,500 square foot steel framed EMS building with an 800 square foot mezzanine and
outdoor covered canopy.
Sheldon, Texas
Construction Cost: $1,200,000
Completion Date: 2011

GALVESTON FIRE AND EMS STATION #5
11,300 square foot single story tilt wall and steel framed fire and EMS building.
Galveston, Texas
Construction Cost: $1,500,000
Completion Date: 2010

PASADENA FIRE STATION #3
Single story 10,000 square foot steel framed fire station building with high bay roof over half of the building and low roof with a small second floor area on the other half of the building.
Pasadena, Texas
Construction Cost: $1,200,000
Completion Date: 2010

PASADENA FIRE STATION #4
Single story 10,000 square foot steel framed fire station building with high bay roof over half of the building and low roof with a small second floor area on the other half of the building.
Pasadena, Texas
Construction Cost: $1,200,000
Completion Date: 2010

BAYER FIRE STATION AND EOC
2-story, 19,000 square foot, five apparatus bays and emergency operations center. Tiltwall and steel framed.
Baytown, Texas Completion Date: 2009

CJG ENGINEERS

CJG ENGINERS

CONSULTING
STRUCUTRAL
ENGINEERS

CONTACT

713-780-3345
INFO@CJGENGINEERS.COM
3200 WILLCREST DRIVE
HOUSTON, TX, 77042

LEAGUE CITY FIRE STATION #5
7,500 square foot, single story fire station with 3 apparatus bays and operations space.
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2004

LEAGUE CITY FIRE STATION #1
7,500 square foot, single story fire station with 3 apparatus bays and operations space.
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2004

LEAGUE CITY FIRE STATION #2
7,500 square foot, single story fire station with 3 apparatus bays and operations space.
League City, Texas
Construction Cost: $1,000,000
Completion Date: 2003

TOMBALL FIRE STATION
Two story steel framed structure with concrete tilt wall panels.
Tomball, Texas
Completion Date: 2003

LA PORTE FIRSE STATION #4
7,800 square foot, single story pre-engineered building foundation.
La Porte, Texas
Construction Cost: $1,000,000
Completion Date: 2002

CLEAR LAKE FIRE STATION

SEABROOK FIRE STATION

LEAGUE CITY EMS BUILDING

TOMBALL FIRE STATION - HOLDERREITH ROAD

WEBSTER FIRE STATION

CJG ENGINEERS

WILLIAM DAVIS WILKINSON, P.E.

PRESIDENT

CONTACT

713-301-4922
WILL@WDENGINGINEERING.COM
410 ASBURY STREET
HOUSTON, TX 77095

LICENSURE

F-8795 (TEXAS BOARD OF PROFESSIONAL ENGINEERS)

85626 (CIVIL ENGINEERING)

LIMITS OF INSURANCE LIABILITIES

GENERAL LIABILITY: $2,000,000; PROFESSIONAL LIABILITY: $1,000,000

FIRM OVERVIEW

FIRM OVERVIEW
WD Engineering was founded in 2005 to provide quality engineering services to customers/clients. The firm's founder has over 25 years of experience in private and public civil engineering and has close associations with Architects, Surveyors,
Geotechnical Engineers, city and county personnel, and other subconsultants to help provide smooth coordination that assures each client a complete, well-designed project.
WD Engineering provides civil design services for education facilities, financial institutions, retail centers, restaurants, medical offices, private businesses, single family development; roadways, and other commercial development. WD Engineering provides the design of the civil portion of the project as well as coordination with government entities required for permitting and pipeline companies.
As part of the design process, WD Engineering provides services for preliminary, design, bidding, and construction phases, as required. WD Engineering provides services within the Greater Houston Area including the counties of Harris, Montgomery, Galveston, Fort Bend, Brazoria, Liberty, Chambers, and other surrounding counties.
A step-by-step approach by WD Engineering involves review of the geotechnical investigation for any potential soil issues, a review of the survey for potential conflicts, a determination of the detention and mitigation requirements for the site, a review of the site floodplain, and a review of the building requirements to determine if utilities adjacent to the site are adequate. WD Engineering then performs the project design to help assure a smooth project from start to finish.
For a majority of the projects designed by WD Engineering, we provide the design of grading, paving, and utilities. Utility design includes water, sanitary, and storm sewer. On certain projects as required, WD Engineering will also provide the design of detention facilities, storm water pollution prevention features during construction, storm water quality permanent features, sanitary sewer force mains and lift stations, plan and profile drawings, drainage analyses, and roadway design.

EDUCATION

TEXAS A&M UNIVERSITY
Bachelor of Science in Agricultural Engineering

PROJECT DISCIPLINES

Site Development, Land Development, Street Design - Drainage, Water Transmission, Water Distribution, Wastewater Collection and Transport

PROJECT EXPERIENCE

Land Development, Municipal Utility Districts, Planning - Designing

WD Engineering

WILLIAM DAVIS WILKINSON, P.E.

PRESIDENT

CONTACT

713-301-4922
WILL@WDENGINGINEERING.COM
410 ASBURY STREET
HOUSTON, TX 77095

MEMBERSHIPS

National Society of Professional Engineers, Society of American Military Engineers

ACCOLADES

Society of American Military Engineers, Young Engineer of the Year – 2003

EDUCATION FACILITIES

- Parr Elementary Driveway, Parking, and Playground Additions, Clear Creek ISD
- Clear Creek Main Transportation Renovation and Parking Replacement, Clear Creek ISD
- Clear Path Alternative Renovations, Clear Creek ISD
- Campbell Elementary New School, Clear Creek ISD
- Renovations to Hall and Landolt Elementary Schools, Clear Creek ISD
- Renovations to Bauerschlag, Go Forth, and Stewart ES, Clear Creek ISD
- Renovations to The Learning Center, Clear Creek ISD
- League City Elementary Replacement, Clear Creek ISD
- Stewart Elementary Building and Parking Additions, Clear Creek ISD
- Renovations to Ross Elementary, Clear Creek ISD
- Greene Elementary Building and Parking Additions, Clear Creek ISD
- McWhirter Elementary Replacement, Clear Creek ISD
- Kathleen Street Roadway Project, Mont Belvieu, Barber's Hill ISD
- Windfern Annex Renovations, Cypress Fairbanks ISD
- Additions and Renovations to Cypress Springs High School, Cypress Fairbanks ISD
- Hamilton Middle School Addition, Cypress Fairbanks ISD
- Package K - Renovations to Maintenance & Operations Facility and Pridgeon Stadium,
- Cypress Fairbanks ISD Package P - 09 Additions and Renovations to Telge Transportation Center, Cy-FairAnnex, Ag Barn, Exhibit Center, Science Res. Center, Cypress-Fairbanks ISD
- Cypress Fairbanks College, Modular Building Relocations, Lone Star College - North Harris/Montgomery
- Cate Projects - Career & Technology Education, Kempner High School Agricultural BarnAddition, Fort Bend ISD
- PEP Center, Galena Park ISD
- Goose Creek Main Transportation Center, Goose Creek ISD
- Goose Creek Warehouse Facility and Green Center Renovation Project, Goose Creek Consolidated ISD
- Goose Creek Remodel Jones Road Sanitary Sewer Replacement, Goose Creek
- Consolidated ISD
- Goose Creek Elementary School Driveway Additions, Goose Creek Consolidated ISD
- Sterling Athletic Facility, Goose Creek Consolidated ISD
- Sterling Softball Parking Lot and Field Regrading, Goose Creek Consolidated ISD
- Memorial Sports Complex Expansion, Goose Creek Consolidated ISD
- Stuart Career Center Automotive Center, Goose Creek Consolidated
- Hyland Alternative Learning Center Renovations, Goose Creek Consolidated ISD

WILLIAM DAVIS WILKINSON, P.E.

PRESIDENT

CONTACT

713-301-4922
WILL@WDENGINGINEERING.COM
410 ASBURY STREET
HOUSTON, TX 77095

EDUCATION FACILITIES CONTINUED

- Renovations to Stallworth Stadium, Goose Creek Consolidated ISD
- Condit Elementary Replacement, Houston ISD
- RGCI Package E for Long Middle School, Houston ISD
- Renovations to Lamar High School, Houston ISD
- Montgomery Elementary Grading Modifications and Renovation, Houston ISD
- Katy Agricultural Center, Katy ISD
- Memorial Parkway Elementary Parking Modifications, Katy ISD
- Reconstruction of the Katy High School West Campus and Renovations at Katy High
- School, Katy ISD
- Package 2 - Dewalt School Renovations; La Porte Elementary Renovations; La Porte
- Junior High Additions & Renovations, La Porte ISD
- Dewalt and Lomax Parking Lot Additions, La Porte ISD
- Dewalt and Lomax Parking Lot Additions, La Porte ISD
- McNair Career Center- Phase I, Lee College
- McNair Career Center- Phase II, Lee College
- McNair Career Center/Future Library Access Driveway, Lee College
- Driveway Addition to Lone Star Elementary, Montgomery ISD
- Montgomery Intermediate School Grading Modifications, Montgomery ISD
- Montgomery Elementary Sanitary Sewer Modifications, Montgomery ISD
- Dekaney High School Building Addition, Spring ISD
- Renovations to Smith Elementary School, Spring ISD
- Bammel Replacement Elementary School, Spring ISD
- Ella Boulevard Sidewalk Addition, Spring ISD
- St. John's School Lower School Renovation, St. John's School District

FINANCIAL SITE DEVELOPMENT

- Border Federal Credit Union, Eagle Pass, Texas
- Citizens National Bank Expansion, Teague, Texas
- Crosby State Bank Addition, Baytown, Texas
- Energy Capital Credit Union, Jersey Village, Texas
- Enterprise Bank, Brookshire, Texas
- Enterprise Bank - North Loop, Houston, Texas
- First Service Credit Union - Clearwood St, Houston, Texas
- First State Bank Expansion, Malakoff, Texas
- Houston Business Bank, Houston, Texas
- Houston Municipal Employees FCU Expansion, Houston, Texas
- Investex - Atascocita, Houston, Texas
- Investex - North Durham, Houston, Texas
- Moody National Bank, Alvin, Texas
- Moody National Bank, Angleton, Texas
- Moody National Bank, Cinco Ranch, Katy,Texas
- Moody National Bank , Seabrook, Texas

WILLIAM DAVIS WILKINSON, P.E.

PRESIDENT

CONTACT

713-301-4922
WILL@WDENGINGINEERING.COM
410 ASBURY STREET
HOUSTON, TX 77095

FINANCIAL SITE DEVELOPMENT CONTINUED

-Neches Federal Credit Union, Port Neches, Texas
- Patriot Bank Drive-Thru - Memorial/Knox, Houston
- Patriot Bank Drive-Thru Expansion, Headwig Village, Texas
- PrimeWay Federal Credit Union, Harris County, Texas
- Shell Federal Credit Union, La Porte, Texas
- Shell Federal Credit Union, Pearland, Texas
- Shell Federal Credit Union, Southmore, Texas
- Shell Federal Credit Union - Wilson Road, Houston, Texas
- TDECU Addition, Port Lavaca, Texas
- Texas First, Highland, Texas
- USE Credit Union - Kuykendahl, Harris County, Texas
- Woodforest National Bank Expansion, Spring, Texas

LAND DEVELOPMENT

- Enchanted Oaks Subdivision, Pasadena, Texas
- Modigliani Townhome Subdivision, Houston, Texas
- Becker Park Manufactured Home Site, Channelview, Texas
- Memorial Springs, Sections Four thru Seven, Harris County, Texas
- Memorial Creek Estates, Section Four, Harris County, Texas
- Bradbury Forest, Section Two, Harris County, Texas
- Village of College Place, Section One, Harris County, Texas

The Mansions Subdivision, Conroe Texas

OTHER COMMERCIAL/SITE DEVELOPMENT

- Express Energy Services, Pleasanton, Texas
- Abshier-Meuth Animal Hospital, Baytown, Texas
- Advantage Autoworks, North Richland Hills, Texas
- Barriga Clinic, Houston, Texas
- BL Technologies, Inc., Tomball, Texas
- Castro Warehouse, Harris County, Texas
- Chevron on Fountain View, Houston, Texas
- Church of the Good Shepherd Expansion, Tomball, Texas
- Cray Valley Building, Jefferson County, Texas
- Cypress Bend Storage, Harris County, Texas
- Davis Bros. Parking Expansion, Houston, Texas
- Derryberry Office and Warehouse, Baytown, Texas
- Dollar General - North Main, Baytown, Texas
- Electro-Quip Building No. 2, Harris County, Texas
- Ellis Professional Office Building, Pearland, Texas
- EMSI Building, Baytown, Texas FBW Investments Building, Houston, Texas
- Finish Strong Sports, Houston, Texas
- Garth Road Medical Office Buildings, Baytown, Texas
- GITP Retail Center, South Main, Houston, Texas
- Hargrave Medical Office Building, Harris County, Texas
- Harris County Emergency Service District No. 5, Harris County, Texas
- Harris County Emergency Service District No. 5 (Station II), Barrett, Texas
- Highlands Fire Station, Harris County, Texas Hyundai of Huntsville, Huntsville, Texas

Houston Wine Merchant, Houston, Texas

WILLIAM DAVIS WILKINSON, P.E.

PRESIDENT

CONTACT

713-301-4922
WILL@WDENGINGINEERING.COM
410 ASBURY STREET
HOUSTON, TX 77095

OTHER COMMERCIAL/SITE DEVELOPMENT CONTINUED

- -La Rue Retail Center on Richmond, Houston, Texas
- League City Animal Shelter, League City, Texas
- Monument Baptist Expansion, Deer Park, Texas
- Planet Lincoln Pavement Modifications, Spring, Texas
- Pearland Office Center on FM 518 and Pine Hollow, Pearland, Texas

Riceland Pavilion Shopping Center, Baytown, Texas

SLI GROUP, INC. ...an integrated design/build firm

REFERENCES

15810 Park Ten Place, Suite 300 • Houston, Texas 77084 • 713-465-4650 • Fax 713-465-8555
www.sligroup.com

SLI GROUP, INC. ...an integrated design/build firm

G. REFERENCES

- *"References for each projected included in section 6.C"*

1. **Montgomery County ESD 9**
   - Chief Raymond Flannelly
     Phone: 281-250-1984
     Email: Raymond.flannelly@mcesd9.org

2. **Montgomery County ESD 3**
   - Chief Leonard Mikeska
     Phone: 936-520-0585
     Email: jambler@twca.net

3. **Wilson County ESD 4**
   - President: Bill Gleeson
     Phone: 830-391-1547
     Email: board.president@wcesd4tx.net

4. **Prosperity Bank**
   - Deke Hayes- Executive Vice President
     Dallas/ Fort Worth Area Chairman
     Phone: 214-780-2075
   Email: deke.hayes@prosperitybankusa.com

5. **St Paul Antiochian Orthodox Church**
   - Fr. Richard J Petranek
     Phone: 281-703-5133
     Email: abounarichard@gmail.com

6. **Sage Capital Bank**
   - Tray Rankin- President & CEO
     Phone: 830-672-8585
     Email: trankin@sagecapitalbank.com

7. **Gulf Coast Educators Federal Credit Union**
   - Joe Ditta- Executive Vice President
     Phone: 281-925-4125
     Email: jditta@gcefcu.org

8. **St. Anthony The Great Orthodox Church**
   - Father Anthony Baba
     Phone: 281-995-0582
     Email: franthony@stanthonythegreat.org

9. **Harmony Commons**
   - Zach Armstrong- Owner
     Phone: 832-623-0303
     Email: zarmstrong@jbeardcompany.com

10. **Austin Bank- Lufkin**
    - Keith Fletcher- SVP, Security & Facilities Manager
      Phone: 903-759-3828 Ext: 2227
      Email: KFletcher@austinbank.com

SLI GROUP, INC. ...an integrated design/build firm

H. FINANCIAL STABILITY

Please see the attached following items:

- Statement of Financial Condition (**under separate cover**)
- Letter of Credit/Stability from Surety Company
- Bank Reference

SLI Group Inc., is not in default (past or current) on any loan agreement or financing agreement with any bank, financial institution, or other entity.

MarshMcLennan Agency

Francine Hay
Senior Account Executive
Surety Department

Marsh & McLennan Agency
2500 City West Blvd., Suite 2400
Houston, TX 77042
Direct: 713-780-6613
francine.hay@marshmma.com

January 29, 2025

To Whom It May Concern:

The Hartford, through its various operating entities, has issued surety bonds to SLI Group, Inc. since 2011, during which time we have favorably considered projects up to $15,000,000 single and $30,000,000 aggregate. Our experience with SLI Group, Inc. has been excellent, and we highly recommend them to you. The Hartford is licensed to do business in the State of Texas and has an A.M. Best Rating of A+ (Superior), Size Group XV, ($2 Billion or greater). Currently SLI Group, Inc has full bonding capacity available for any and all projects.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between SLI Group, Inc. and Hartford Fire Insurance Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

This letter will expire one hundred and eighty (180) days from the above date.

Sincerely,

Francine Hay
Senior Account Executive

Frost

Post Office Box 1315
Houston, Texas 77251-1315
713-388-7600

January 29, 2025

To Whom It May Concern

Re: SLI Design Inc.

The referenced company has been a client at Frost Bank since May 1999.Their average demand deposits have a medium six-figure balance and handles as agreed. SLI Design also has a medium six-figure line of credit available to use, and is also handled as agreed.

We consider SLI Design an excellent client at Frost Bank. If you require any further information please do not hesitate to call me at 713.388.1406.

Sincerely,

Jaz Washington

Jaz Washington
Vice President
1005 Waugh Dr. STE A
Houston, Texas 77019

Frost Bank is a subsidiary of Cullen/Frost Bankers, Inc. NYSE Symbol: CFR, a Texas financial services company offering banking, investments and insurance.

SLI GROUP, INC. ...an integrated design/build firm

ADDITIONAL INFORMATION

15810 Park Ten Place, Suite 300 • Houston, Texas 77084 • 713-465-4650 • Fax 713-465-8555
www.sligroup.com

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

By the signature below, the signatory for the responder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Name: Brett Lucksinger

Title: Principal

Company: S.L.I. Group, Inc.

Date: 3/4/2025

SUBSCRIBED and sworn to before me the undersigned authority by Brett Lucksinger the Principal of, S.L.I. Group, Inc. on behalf of said bidder.

RHONDA GODFREY
My Notary ID # 7223284
Expires May 6, 2025

_____
Notary Public in and for the
State of Texas

My commission expires: 5/8/25

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:
2025-1276870

Date Filed:
03/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
S.L.I. Group, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fire Station #8
Design-Build Services

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. [X]

6 UNSWORN DECLARATION

My name is Brett Lucksinger, and my date of birth is 11/24/1975.

My address is 2271 Clens Road (street), Bellville (city), TX (state), 77418 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 4th day of March (month), 2025 (year).

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:
2025-1276870

Date Filed:
03/04/2025

Date Acknowledged:
04/09/2025

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

S.L.I. Group, Inc.
Houston, TX United States

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

City of Conroe

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

Fire Station #8
Design-Build Services

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. [X]

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)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

None

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

7

Signature of vendor doing business with the governmental entity

3/5/2025

Date

CITY OF CONROE

Est. 1904

City of Conroe
PO Box 3066
Conroe, Texas 77305

ADDENDUM NO. 1
DATE ISSUED: 02/27/25

PROJECT NAME: RFQ - FIRE STATION 8 DESIGN-BUILD SERVICES

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 previously issued addendum, the provisions of this revision shall govern and take precedence.

Q&A:

Q.1. Who is responsible for Geotechnical Investigations?

A. The City of Conroe is doing the Geotechnical Investigations.

Q.2. When will the site list be posted?

A. It is posted.

Q.3. Would Conroe consider using a previously utilized design that is site-adapted in order to meet timeline objectives?

A. yes, as long as it fits the site.

Q.4. Is an ICC 500 storm shelter desired for this project?

A. It is not a requirement, but it can be an option for an interior office or dorm.

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

ACKNOWLEDGED: Yes (SLI Group, Inc.)

Authorized Signature _____

Printed Name Brett Lucksinger

Respondent/Contractor SLI Group, Inc.

Date March 6, 2025

Kristina Colville 02/27/25

Kristina Colville, Assistant Director of Purchasing

Workshop

Meeting Date: 04/23/2025
Department: Finance
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Karen Scott, Accountant

Item Type: Other

N. Mikeska

Joint Meeting: No Joint Meeting

Description

Discuss the $115,732.70 increase of the purchase order to Montgomery County Utility District #138 (Pine Cove Section) pursuant to the Utility and Road Agreement due to the increase and collections in the Certified Taxable Value.

Summary/Recommendation

The current approved budget is $400,000.00. Per the agreement, the City of Conroe will pay based on the current city tax collection rate of 96.5%. Based on that collection rate, the payment due by April 30, 2025 is $500,002.85. The balance of payment to MUD #138 due to additional collections will be due by August 30, 2025. Staff recommends the increase of the purchase order and payment to Montgomery County District # 138 (Pine Cove Section) pursuant to the Utility and Road Agreement based on current taxes collected.

1. Is the request necessary?

The increase is necessary due to new home sales.

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

The increase in appraisal value was not indicated in May 2024 during estimated budget.

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

No other funds available for this item.

Source of Funds & Amount of Amendment Needed:

Reserves: 115,733	0
0	0

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$115,733					$115,733
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual	$115,733					$115,733
Capital						
Total	**$115,733**	**$**	**$**	**$**	**$**	**$115,733**
Net Impact	**$-0-**	**$**	**$**	**$**	**$**	**$-0-**

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

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

Meeting Date: 04/23/2025
Department: Legal
Contact: Mike Garner, City Attorney
Submitted By: Mike Garner, City Attorney

Workshop

Item Type: Other

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

Description
Discuss approving an amendment to the Amended and Restated Montgomery County Public Health District Cooperative Agreement with Montgomery County and the City of Panorama Village.

Summary / Recommendation
Consider an amendment to the Amended and Restated Montgomery County Public Health District Cooperative Agreement with Montgomery County and the City of Panorama Village.

Attachments

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

FIRST AMENDMENT TO AMENDED AND RESTATED MONTGOMERY COUNTY PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT

This First Amendment to the Amended and Restated Cooperative Montgomery County Public Health District Agreement (this "First Amendment") is made by and among MONTGOMERY COUNTY, TEXAS, ("**County**"), the CITY OF PANORAMA VILLAGE, TEXAS, and the CITY OF CONROE, TEXAS (jointly referred to as "**Cities**"), under Chapter 121, Subchapter E of the Texas Health and Safety Code laws of the State of Texas, acting by and through their respective authorized officers and representatives.

To the extent that the Montgomery County Hospital District has responsibilities and obligations described in this Agreement, its Board of Directors has approved this First Amendment.

RECITALS

WHEREAS, the County and Cities previously entered into that certain *Amended Restated Montgomery County Public Health District Cooperative Agreement* (the "Agreement")on or about October 1, 2023; and

WHEREAS, the County and Cities have determined that the Agreement should be amended by this First Amendment.

NOW THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the County and Cities agree as follows:

FIRST AMENDMENT

1. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Amendment.

2. Section 3.2.1 is Amended as shown below and incorporated herein for all purposes:

> 3.2.1 As of the Effective Date of this Agreement, MCPHD has over Three Million Dollars ($3,000,000.00) in its operating account. The Members agree that there should always be emergency contingency funds available to the MCPHD in the event of a pandemic or other unforeseen major public health crisis. Therefore, the Members agree that funds in the MCPHD combined balance in its operating and investment accounts should never fall below One Million Nine Hundred Thousand Dollars ($1,900,000.00), herein **"the Emergency Contingency Threshold."**

3. Section 3.2.3 is deleted in its entirety.

~~3.2.3 Subject to the Nonappropriation of Funds provision in Section 9.5 of this Agreement, Montgomery County shall provide funding to MCPHD in the amount of $600,000.00 per year (paid $50,000.00 per month) for fiscal year 2025 beginning October 1, 2024.~~

4. Except as specifically amended in this First Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.

5. The Effective Date of this First Amendment is March 31, 2025.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to be effective as of the Effective Date first written above.

ATTEST

_____
County Clerk

MONTGOMERY COUNTY

_____
Montgomery County Judge

ATTEST

_____
Conroe City Secretary

CITY OF CONROE

_____
Mayor

ATTEST

_____
Panorama Village City Secretary

CITY OF PANORAMA VILLAGE

_____
Mayor

MONTGOMERY COUNTY HOSPITAL DISTRICT

This Amended and Restated Montgomery County Public Health District Cooperative Agreement has been approved by the Board of Directors of the Montgomery County Hospital District.

_____
Randy Johnson, Chief Executive Officer

#2 8N4C

OCT 10 202

AMENDED AND RESTATED
MONTGOMERY COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT

This Amended and Restated Cooperative Agreement (this "**Agreement**") is made by and among MONTGOMERY COUNTY, TEXAS, ("**County**"), the CITY OF PANORAMA VILLAGE, TEXAS, and the CITY OF CONROE, TEXAS (jointly referred to as "**Cities**"), under Chapter 121, Subchapter E of the Texas Health and Safety Code laws of the State of Texas, acting by and through their respective authorized officers and representatives.

To the extent that the Montgomery County Hospital District has responsibilities and obligations described in this Agreement, its Board of Directors has approved this Agreement.

RECITALS

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "**Act**"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in a county for the purpose of providing and furnishing essential public health programs, and

WHEREAS, the County and Cities previously entered into that certain *Montgomery County Public Health District Cooperative Agreement* on or about July 30, 2010, as amended and formed the Montgomery County Public Health District ("MCPHD:"). The *Montgomery County Public Health District Cooperative Agreement* and any amendments are hereinafter jointly referred to as the "Prior Agreement". The Prior Agreement was entered into to acquire state and federal grants and other funding to provide those certain essential public health services that had been funded by the County. This Amended and Restated Cooperative Agreement supersedes the Prior Agreement in its entirety; and

WHEREAS, Montgomery County, the City of Panorama Village, and the City of Conroe (hereinafter "**the Members**") desire to continue the operation of a Public Health District in Montgomery County, Texas; and

WHEREAS, the MCPHD shall serve all of Montgomery County, Texas.

WHEREAS, the Montgomery County Hospital District ("**MCHD**") is a political subdivision of the State of Texas, operating under the provisions of chapter 1063 of the Texas Special District Local Laws Code; and

WHEREAS, MCHD is authorized to furnish public health programs and services to the residents of Montgomery County, Texas; and

WHEREAS, previous funding received by MCPHD through the Texas Medicare 1115 Waiver DSRIP Program terminated in 2022; and

WHEREAS, the Members desire that MCHD continue serving as the managing entity of the Montgomery County Public Health District ("**MCPHD**"), subject to the terms and conditions set out in this Agreement and the Interlocal Cooperative Agreement between MCHD and the County executed concurrently with this Agreement ("**Interlocal Cooperative Agreement**"), as that Interlocal Cooperative Agreement may be amended from time to time; and

WHEREAS, in the interest of essential public health, to avoid the unnecessary duplication of services, and to provide operational efficiency for the taxpayers of Montgomery County, the County and Cities desire that the Montgomery County Public Health District be dissolved and terminated on September 30, 2025 and its essential public health services and programs be merged into a new department of the MCHD, subject to applicable laws, the Interlocal Cooperative Agreement, and the approval of the governing boards of the County, the Cities and MCHD; and

WHEREAS, the Parties desire that the County continue to provide funding to MCPHD for the purpose of providing essential public health services and programs to the residents of Montgomery County; and

Whereas, the Parties have memorialized their agreement and understandings into this Agreement.

NOW THEREFORE, Montgomery County, the City of Panorama Village, and the City of Conroe by and through their respective governing bodies, do hereby agree to the continued operation of the MONTGOMERY COUNTY PUBLIC HEALTH DISTRICT for two years in accordance with and subject to the following Agreement:

GENERAL PROVISIONS

1.1 **Definitions**

1.1.1 "Act" means the Local Public Health Reorganization Act.

1.1.2 "Board" means the Administrative Board of the MCPHD.

1.1.3 "District" means the Montgomery County Public Health District.

1.1.4 "Effective Date" of this Agreement means October 1, 2023.

1.1.5 "Essential public health services" means those services defined in the Act at Section 121.002(1) of the Texas Health and Safety Code.

1.1.6 "Executive Director" means the chief administrative officer of the MCPHD.

1.1.7. "Governing bodies' means the Commissioners Court, city councils, or governing boards of the Members of the Public Health District.

1.1.8. "Health Authority" means the physician who is to administer the state and local laws relating to public health.

1.1.9 "MCHD" means the Montgomery County Hospital District.

1.1.10 "MCPHD" means the Montgomery County Public Health District.

1.1.11 "Member" means Montgomery County, the City of Conroe and the City of Panorama Village, each of which is a participant in the MCPHD.

1.2 **MCHD Responsibilities and Obligations.** Following the Effective Date, MCHD shall continue performing the services set out in the prior Interlocal Agreement for the Provision of Public Health Services under the terms and conditions therein stated, and MCPHD hereby accepts and agrees to the following terms and conditions for the services assumed by MCHD:

1.2.1 **Employee Positions.** Designated MCHD employees are hired and assigned to perform essential public health services for MCPHD. MCHD will continue managing the current MCPHD employee positions in MCPHD health-related areas, which positions may be changed from time to time by MCHD. These positions shall include contracted physicians as Local Health Authority and Clinic Medical Director.

1.2.2 **Grant Funded Positions.** The Parties acknowledge that MCPHD employee positions, excluding the MRC Coordinator, are currently funded or partially funded by one or more state and federal grants and the County's contribution to the local essential public health services.

1.2.3 **Public Health Service Grants.** From the Effective Date forward, as grants expire MCHD will continue to apply for the following grants to continue essential public health services for Clinic (TB, STD, Immunizations); Epidemiology; and Health Preparedness.

1.2.4 **MCPHD Lease Space**. The MCHD leased space currently provided to MCPHD since 2012 will remain at $21.00 per square foot during the term of this Agreement while MCPHD is operational.

1.2.5 **Montgomery County Health Authority.** MCHD shall cooperate and work with the appointed Montgomery County Health Authority when necessary on matters pertaining to the performance of services under this Agreement. MCHD shall pay the Montgomery County Health Authority out of the funds made available through grants and/or the COUNTY contribution to health services.

1.2.6 **Accounting.** MCHD agrees that it will keep accurate records of the services and expenditures related to all services provided to the MCPHD pursuant to this Agreement. Upon request, MCHD shall make available to the Members its books and records of such services and expenditures for its review and inspection at a mutually agreeable time.

1.2.7 **Consideration of Unanticipated Health Emergencies**. The Parties acknowledge that the grant funds acquired for the services provided under this Agreement may not be sufficient in the event of an unexpected widespread occurrence such as an outbreak, epidemic (e.g. COVID-19, Ebola, Hantavirus, rabies, influenza, SARS, cholera), or intervention of emerging or new diseases constituting public health threats (chemical or biological). MCHD shall name a liaison to discuss any emergency issues which may arise during the term of this Agreement with the Board of the MCPHD. Contact information shall be shared by the Parties on or prior to the Effective Date of this Agreement.

1.2.8 **Continuing Legal Compliance.** To the extent that the MCPHD may have a continuing legal duty to serve the citizens of the MCPHD service area for public health issues, MCPHD agrees to cooperate and coordinate with MCHD for services contemplated under this Agreement.

1.3 **No Encumbrance of Existing MCHD Funds.** Other than funds received from grants as described in the preceding section, MCHD is not responsible to provide any funding from its budget to pay salaries or expenses related to the employee positions that are the subject of this Agreement. The Parties agree that the full cost to MCHD of the new positions will be paid from grant funding, County contributions for local health services, MCPHD reserve funds, or obtained directly by MCHD from state, federal or other sources. If the total of all funding is not sufficient to pay the full cost for the aforementioned employee positions, MCHD shall have the right to contribute funding from its own reserves in its sole discretion. If MCHD chooses not to provide funding; MCHD shall notify the MCPHD and the Members in writing and all parties agree to meet and confer in good faith to resolve any funding shortfall. To the extent the Parties find that funding is not available to cover the full cost of the aforementioned employee positions, then MCHD may suspend *or* terminate one or more of the employees at its sole discretion.

II. COOPERATIVE AGREEMENT

2.1 This Agreement shall commence on the Effective Date and shall continue in effect for two years until September 30, 2025 as agreed upon by all Members of this Agreement. This Agreement must be approved by the governing body of each Member and signed by the authorized officer of each governing body.

2.2 This Agreement may be modified at the request of a Member, subject to the unanimous approval of all existing Members and MCHD. Modification of the Agreement shall be in writing.

2.3 A copy of this Agreement and any subsequent modifications shall be included in the minutes of the governing body of each Member and shall be filed with the county clerk, the city clerk of affected municipalities, and the Texas Department of Health Services.

2.4 A school district or other governmental entity may apply to become a member of the MCPHD. The governing body of each existing Member shall review the application from the school district or other governmental entity seeking membership in the MCPHD. Upon written approval by each existing Member's governing body, the school district or other governmental entity may be admitted to membership upon such terms as are acceptable to the applicant and Members. Procedures for the admission, withdrawal and expulsion of Members shall be initiated by and implemented through the Executive Director. Any determination as to admission, withdrawal and expulsion shall occur after due diligence and consideration of all facts, and such consideration shall include, but not be limited to, all rules of the Act.

2.5 The County and Cities agree that on or before September 30, 2025 the essential public health services currently provided by MCPHD will be assumed by and merged into a new department(s) of MCHD. In contemplation of this merger of public health services and the concurrent dissolution of MCPHD, MCHD will apply for public health service grants as they expire and other available sources to fund those Montgomery County's essential public health services currently provided by MCPHD.

2.6 MCPHD will be dissolved on September 30, 2025. Procedures for the dissolution of the Public Health District shall be initiated by and through the Executive Director. Any Member may withdraw from MCPHD prior to that date upon request of its governing body with the consent of a majority of the remaining Members, or by the giving written notice to the remaining Members and the MCPHD Executive Director of its intention to withdraw with at least six months' notice prior to the end of MCPHD's fiscal year. If the City of Conroe or City of Panorama Village withdraws, no dissolution shall occur as long as one remaining Member is a municipality. If Montgomery County withdraws, the MCPHD shall be dissolved.

2.7 All actions to dissolve MCPHD shall be exercised in accordance with existing local, state, and federal laws and rules as they pertain to the termination of personnel, property and the responsibility to provide services.

III. FINANCIAL ADMINISTRATION

3.1 Financial administration of the MCPHD shall be contracted to the Montgomery County Hospital District.

3.2 From the Effective Date forward, MCHD shall seek funding from the Texas Department of Health Services or its successor (or any other state or federal agency), and from public or private grants for provision of elected Public Health Services grants to continue essential public health services, specifically for Clinic (TB, STD and Immunizations); Epidemiology; and Health Preparedness. Any Member may, at its sole discretion, provide funding to the MCPHD for any funding shortfalls to the MCPHD.

3.2.1 As of the Effective Date of this Agreement, MCPHD has over Three Million Dollars ($3,000,000.00) in its operating account. The Members agree that there should always be emergency contingency funds available to the MCPHD in the event of a pandemic or other unforeseen major public health crisis. Therefore, the Members agree that funds in the MCPHD combined balance in its operating and investment accounts should never fall below Two Million Five Hundred Thousand Dollars ($2,500,000.00), herein **"the Emergency Contingency Threshold."**

3.2.2 Subject to the Nonappropriation of Funds provision found in Section 9.5 of this Agreement, Montgomery County shall provide funding in the amount of Ninety Thousand Dollars ($90,000.00), paid at $7,500.00 per month, to the MCPHD for fiscal year 2024 beginning October 1, 2023.

3.2.3 Subject to the Nonappropriation of Funds provision in Section 9.5 of this Agreement, Montgomery County shall provide funding to MCPHD in the amount of $600,000.00 per year (paid $50,000.00 per month) for fiscal year 2025 beginning October 1, 2024.

3.2.4 In the event that MCHD is notified that the County or other Members will not pay to maintain the Emergency Contingency Threshold amount described in Subsections 3.1.1 above, the Parties understand that MCHD may terminate its management of MCPHD with 120 days' written notice and the management thereby assumed by the County or other third-party manager as determined by the Administrative Board.

3.2.5 The current annual MCPHD Management Fee of $100,00.00 as referenced in the Prior Agreement, as amended, shall be paid to the MCHD by MCPHD during the two-year term of this Agreement for managing MCPHD support services, including but not limited to accounting, I.T. services, H. R. services, etc.

3.3 Funding is designed to cover shortfall of costs necessary for implementation of the programs, services, and administrative needs of the MCPHD, which may include, but are not limited to the costs for:

3.3.1. MCPHD staff salaries and fringe benefits

3.3.2. supplies

3.3.3. suitable office quarters

3.3.4. health and clinic centers

3.3.5. health services and facilities

3.3.6 transportation

3.3.7 maintenance

3.4 The MCPHD or its designee shall be allowed to access and collect fees for its services (such as immunizations) as may be lawful under any existing laws, regulations, or existing business practices.

3.5 The Executive Director will provide to the Members no later than Ninety (90) days after the close of the fiscal year a financial report containing the assets and liabilities of the MCPHD, a balance sheet income and expense report, and a general report of the activities of the MCPHD. The Executive Director shall also provide financial reports to Members as needed upon request by a Member or for grant applications and requirements.

IV. EXECUTIVE DIRECTOR

4.1. The founding County and Cities shall appoint the Chief Executive Officer of the Montgomery County Hospital District as the Executive Director of the MCPHD. The Executive Director shall be the chief administrative officer of the MCPHD and shall manage the MCPHD director who shall be responsible for the day-to-day operations of the MCPHD. The Executive Director of the MCPHD shall serve without compensation by the MCPHD, and no Member will be required to fund his or her position.

4.2. If the Executive Director is a physician licensed and in good standing in the State of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the MCPHD. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be appointed as provided in Section 8.1.

4.3. The Executive Director shall be an ex-officio non-voting Member of the Administrative Board.

4.4. At any time, if two-thirds or more of the Members, through a vote of the Administrative Board, determine the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the MCPHD'S policies, the Executive Director may be terminated immediately. In that event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director from the MCHD staff.

4.5. The Executive Director may employ such full or part-time employees as are needed to carry out the programs of the MCPHD. These employees shall be employees of the MCHD, or other government entity as contemplated by this Agreement, and perform those duties as are assigned to them. The compensation of such personnel shall be determined by the Executive Director as contemplated by Section 6.1, subject to the laws of the State of Texas. The Executive Director shall have the authority, subject to provisions of the policies and procedures of the MCPHD, to hire, terminate, direct, and control the work, as functionally appropriate, of such employees. The Executive Director may contract for services as needed to carry out the programs of the MCPHD.

4.6. Only the Executive Director or his/her designee acting in compliance with any business practices or policies and procedures established and approved by the Members, may, in the name of and on behalf of the MCPHD, enter into contracts or execute and deliver instruments. Any contracts or legal instruments shall be subject to policies and limits that the Members may choose to impose on the authority of the Executive Director.

V. PURPOSE OF THE DISTRICT

5.1. The MCPHD may perform public health functions that any of its Members may perform unless otherwise restricted by law. The Executive Director, with approval from the Administrative Board, shall determine which public health programs and services will be provided by the MCPHD based on needs assessment and the availability of resources, No Member may force the MCPHD to undertake a particular program or service, and each Member shall be responsible to maintain services required by law which are not undertaken and performed by the MCPHD.

5.2. The MCPHD may provide specific essential public health services requested by a Member even if such services are not needed or desired by other Members, subject to the following conditions:

5.2.1. funding is provided by the specific Member requesting the services or a grant funds the specific services requested;

5.2.2. the Administrative Board approves the services to be provided, and

5.2.3. acceptance or approval of the project by the Montgomery County Hospital District or other third-party provider.

5.3. The MCPHD shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.4. The MCPHD may provide "essential public health services" as defined in Section 121.002 of the Act.

5.4.1. monitor the health status of individuals in the community to identify community health problems;

5.4.2. diagnose and investigate community health problems and community health hazards;

5.4.3. inform, educate, and empower the community with respect to health issues;

5.4.4. mobilize community partnerships in identifying and solving community health problems;

5.4.5. develop policies and plans that support individual and community efforts to improve health;

5.4.6. enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.4.7. link individuals who have a need for community and personal health services to appropriate community and private providers;

5.4.8. ensure a competent workforce for the provision of essential public health services;

5.4.9. research new insights and innovative solutions to community health problems; and

5.4.10. evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.5. By way of illustration but not by way of requirement or limitation, the MCPHD may also provide public health services such as the following: communicable disease control and prevention services; tuberculosis and sexually transmitted disease control services; public health education, information and referral services; health emergency preparedness and response; and collaborating with others to address public health issues.

5.6. Members and other government entities, as well as private institutions both within and outside of Montgomery County, Texas, may contract with MCPHD to provide additional public health services upon approval of the Administrative Board and providing there is adequate funding.

VI. ASSIGNMENT OF DUTIES TO MONTGOMERY COUNTY HOSPITAL DISTRICT

6.1. MCPHD shall contract with the Montgomery County Hospital District to administer all programs, services, and administrative needs of the MCPHD. Any and all funding given to, acquired by or earned in the name of the MCPHD shall be assigned to the Montgomery County Hospital District for the sole purpose of administering MCPHD programs during the term of this Agreement.

VII ADMINISTRATIVE BOARD

7.1. The MCPHD shall have an Administrative Board which shall consist of one person, who is an employee, designee, or elected official from each of the following:

1. Montgomery County;
2. City of Conroe;
3. One representative from School Districts or Special Districts who are Members;
4. One representative from Member Cities other than the City of Conroe;
5. One representative from the Montgomery County Hospital District;
6. the Executive Director who is a non-voting Member, and
7. the Public Health Authority who is a non-voting Member.

Each person serving on the Board may serve as long as the Member governing body desires such person to serve. Each Member is responsible to appoint a person to serve on the Board promptly in case of resignation and vacancy. The person must have resided in Montgomery

County for at least three years prior to serving on the Board for a two-year term beginning in January. No person shall receive compensation for serving on the Board. No Board representative may be removed except by affirmative vote of all Members other than the Member whose Board representative is subject to potential removal.

7.2. The Executive Director and the individual serving as the appointed Health Authority shall serve as non-voting Members of the Board. The Board, by majority vote, shall elect a Chairman and a Vice Chairman, who may not be the Executive Director, to conduct meetings in accord with rules of order as approved by the Board. The Board shall have no direct control over the operations of the MCPHD, other than those matters expressly provided for under the terms of this Agreement.

7.3 The Administrative Board is designed to advise the MCPHD on matters of public health and maintain communications with Members of the MCPHD'S activities. The Board shall meet at least twice a year or more frequently as needed for special issues. The Executive Director may call a meeting as needed for special issues.

7.4 All meetings of the Administrative Board shall be conducted in accordance with the Texas Open Meetings Act. The Executive Director or his/her designee shall be responsible for posting meeting notices and keeping minutes of the meeting.

VIII. HEALTH AUTHORITY AND EMPLOYEE MATTERS

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the majority of Members through the Board, shall appoint a physician licensed and in good standing in the state of Texas as a Board Member of the MCPHD to serve as the Health Authority. If no local physician can be found who is willing to serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the MCPHD in all matters of local quarantine, disease prevention and suppression, control of contagious infections, and epidemic diseases withing the MCPHD's jurisdiction. The Health Authority is a state officer when performing duties prescribed by state law. (Section 121.024 of the Texas Health and Safety Code).

IX. MISCELLANEOUS PROVISIONS

9.1. **Controlling Law.** The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the MCPHD. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. **No Waiver of Immunities.** As provided in the Act, the MCPHD is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a Member of a public health district is not liable under Chapter 101 for any conduct of the MCPHD's personnel or for any condition o use of the MCPHD's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity or other immunities available under the law.

9.3. **Transfer of Remaining MCPHD Funds.** When the MCPHD is terminated and dissolves on September 30, 2025, after payment of all liabilities, the MCPHD's unencumbered assets will be transferred to a MCHD designated special account for the continued essential public health services it will provide to the residents of Montgomery County under the terms of its Interlocal Agreement with the County. However, if a particular grant requires distribution under a certain method or manner, such requirement shall be followed.

9.4 **Nonappropriation of Funds.** If any Member's governing body fails to appropriate sufficient funds necessary to adequately comply with the terms of this Agreement, an Event of Nonappropriation shall be deemed to have occurred and the Member shall give written notice of same to the other Members within thirty (30) days. Any Member and MCHD shall have the right to terminate this Agreement at any time after an Event of Nonappropriation has occurred.

9.5 **Amendment and Counterparts.** This Agreement may be amended at any time by a written amendment approved, signed and dated among all the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

9.6 **Non-Assignability.** No Party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other Party.

9.7 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services contemplated under this Agreement, and supersedes the Prior Agreement and all prior such Agreements between the Parties.

9.8 The MCPHD shall abide by all applicable laws such as the Texas Open Meetings Act, the Texas Public Information Act, applicable bill laws, and applicable privacy laws such as the Health Insurance and Portability and Accountability Act (HIPPA).

9.9 This Agreement shall become effective on the Effective Date as defined above.

ATTEST

County Clerk

MONTGOMERY COUNTY

Montgomery County Judge

ATTEST

Conroe City Secretary

CITY OF CONROE

Mayor

ATTEST

Panorama Village City Secretary

CITY OF PANORAMA VILLAGE

Mayor

MONTGOMERY COUNTY HOSPITAL DISTRICT

This Amended and Restated Montgomery County Public Health District Cooperative Agreement has been approved by the Board of Directors of the Montgomery County Hospital District.

Randy Johnson, Chief Executive Officer

Meeting Date: 04/23/2025
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 requiring in-person attendance of Council Members during authorized executive sessions of City Council.

Summary / Recommendation
The resolution if passed will require the Mayor and members of City Council to attend executive sessions during public City Council meetings to conduct a private consultation with the City's attorneys to seek advice about threatened, pending or contemplated litigation, a settlement offer, or others matters authorized by law. Attendance of such executive sessions by either telephone or video conference will not be permitted. This proposal is imperative to ensure members of the City's governing body have a complete understanding of the information conveyed and to protect the City's expectation that such information remains confidential and privileged to the City.

Attachments

Dynamic/Garner/City Council

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of April, 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, REQUIRING IN-PERSON ATTENDANCE DURING CLOSED EXECUTIVE SESSIONS OF THE CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

III.

Upon motion of Council Member _____**,** seconded by Council Member _____, all members present voted for adoption of the Resolution. 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 April, 2025.

_____
SAMI H. QUINLAN, Interim City Secretary

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, REQUIRING IN-PERSON ATTENDANCE DURING CLOSED EXECUTIVE SESSIONS OF THE CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Conroe, Texas, the governing body of the City of Conroe, may adjourn into closed executive session during public City Council meetings to conduct a private consultation with the City's attorneys to seek advice about threatened, pending or contemplated litigation, a settlement offer, or others matters authorized by law; and

WHEREAS, communications to and from attorneys employed and retained by the City in the rendition of professional legal services to the City are confidential and therefore privileged to the City of Conroe; and

WHEREAS, in-person communication between members of City Council and the City's attorneys during authorized private consultation is imperative to ensure members of the City's governing body have a complete understanding of the information conveyed and to protect the City's expectation that such information remains confidential and privileged to the City; and

WHEREAS, the City Council shall determine its own rules of procedure and may compel the attendance of members of City Council, pursuant to Section 3.10 of the City of Conroe's Home Rule Charter.

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

Section 1. That participation of the Mayor and members of City Council, the City's governing body, in authorized executive sessions of City Council meetings shall be in person and not by remote video or telephone conference.

Section 2. This resolution shall be effective from adoption.

PASSED AND APPROVED this the ___ day of April, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
MICHAEL T. GARNER, City Attorney

ATTEST:

_____
SAMI H. QUINLAN, Interim City Secretary

Meeting Date: 04/23/2025
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 reappointing directors to the Conroe Municipal Management District No. 1 Board of Directors.

Summary / Recommendation
This a resolution if adopted will reappoint Directors Keaton Hineman and Kyle Ferris to the Conroe Municipal Management District No. 1 Board of Directors.

Attachments

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

CERTIFICATE FOR RESOLUTION

I.

On the ____ day of April, 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.

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, APPROVING THE REAPPOINTMENT OF DIRECTORS FOR CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1.

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 April, 2025.

_____

SAMI QUINLAN, Interim City Secretary

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, APPROVING THE REAPPOINTMENT OF DIRECTORS FOR CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1.

* * * * * * * * * * * * * * * *

WHEREAS, Conroe Municipal Management District No. 1 (hereafter the "District No. 1") was duly created pursuant to Order of the Texas Commission on Environmental Quality dated August 14, 2019; and

WHEREAS, District No. 1's Board of Directors by a resolution dated February 18, 2025 requested the City of Conroe, Texas (hereafter the "City"), reappoint Michael Kragh and Tarynn Fossati to the Board of Directors for District No. 1 pursuant to Section 375.064 of the Texas Local Government Code; and

WHEREAS, the current terms of Directors Keton Hineman and Kyler Ferris expire in April 2025; and

WHEREAS, Keton Hineman and Kyler Ferris are qualified by law to serve as directors of District No. 2 and are not disqualified from serving as directors of District No. 1 by reason of any law; and

WHEREAS, the City Council of the City of Conroe, Texas, desires to approve the (re)appointment of Keton Hineman and Kyler Ferris to serve as directors for District No. 1 for the terms of office expiring April 2029, or until their successors shall be appointed and qualified.

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

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

Section 2: Keton Hineman and Kyler Ferris are approved as Directors of Conroe Municipal Management District No. 1 to serve in that capacity for the term of office which expires on April 23, 2029, or until their successors shall be appointed and qualified.

PASSED AND APPROVED this the _____ day of April, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
MICHAEL T. GARNER, City Attorney SAMI H. QUINLAN, Interim City Secretary

MULLER
LAW GROUP
A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

March 18, 2025

Mr. Michael Garner
City of Conroe
300 W. Davis St.
Conroe, Texas 77301

Re: Conroe Municipal Management District No. 1 ("District")

Dear Mr. Garner:

Enclosed please find one executed updated original of the Resolution Requesting City Council of the City of Conroe to Approve Appointment of Directors to the District's Board of Directors, along with a draft Order of City Council Approving Appointment of Directors ("Order").

Please add approval of the appointment of directors to the District's Board of Directors and approval of the Order to the next City Council agenda, and please return one certified copy of the fully signed Order to my attention for the District's files.

Should you require anything further, please call me at 281-500-6050 or email me at amy@mullerlawgroup.com. Thank you for your assistance.

Sincerely,

Amy N. Love
Legal Assistant

Enclosures

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the undersigned officer of the Board of Directors of Conroe Municipal Management District No. 1, hereby certify as follows:

1. The Board of Directors of Conroe Municipal Management District No. 1 convened in regular session on February 18, 2025, at the regular meeting place thereof, inside the boundaries of the District, and the roll was called of the members of the Board:

Keaton Hineman	President
Kyler Ferris	Vice President
Chase Wortham	Secretary/Treasurer
Jager Livingston	Assistant Secretary
Chase Johnson	Assistant Vice President

and all of said persons were present, except Director Ferris, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION REQUESTING CITY COUNCIL OF THE CITY OF CONROE, TEXAS TO APPROVE APPOINTMENT OF DIRECTORS TO CONROE MUNICIPAL UTILITY DISTRICT NO. 1

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED on February 18, 2025.



Secretary, Board of Directors

RESOLUTION REQUESTING CITY COUNCIL OF THE CITY OF CONROE, TEXAS TO APPROVE APPOINTMENT OF DIRECTORS TO CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

Keaton Hineman and Kyler Ferris have heretofore been appointed as directors of Conroe Municipal Management District No. 1 ("District"), for terms expiring on April 23, 2025; and

Section 375.064, Texas Local Government Code, requires the Board of Directors of the District to recommend to the governing body of the City of Conroe, Texas ("City"), who shall approve or disapprove such recommendation, individuals for appointment to succeeding positions to the District's Board of Directors; and

Keaton Hineman and Kyler are qualified by law to serve as directors of the District's Board of Directors, and are not disqualified from serving as directors of the District's Board of Directors by reason of any law; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

Section 1: The Board of Directors hereby recommends and requests that the City Council of the City of Conroe, Texas approve the appointment of Keaton Hineman and Kyler Ferris as directors of Conroe Municipal Management District No. 1 Board of Directors for terms of office expiring on April 23, 2029.

PASSED AND APPROVED on February 18, 2025.

President, Board of Directors

CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1
MONTGOMERY COUNTY
TEXAS

(SEAL)

ORDER APPROVING APPOINTMENT OF DIRECTORS FOR CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

The Texas Commission on Environmental Quality has heretofore approved the appointed directors of the Conroe Municipal Management District No. 1 ("District") for terms expiring on April 23, 2025; and

The terms of Directors Keaton Hineman and Kyler Ferris expire on April 23, 2025; and

Directors Keaton Hineman and Kyler Ferris are qualified by law to serve as directors of the District, and are not disqualified from serving as directors of the District by reason of any law; and

Section 375.064, Texas Local Government Code requires the Board of Directors of the District to recommend to the governing body of the City of Conroe, Texas, who shall approve or disapprove such recommendation, individuals for appointment to succeeding positions to the District's Board of Directors; and

The City Council of the City of Conroe, Texas, desires to approve the appointment of Keaton Hineman and Kyler Ferris to serve as directors for the District for the terms of office expiring April 23, 2029, or until their successors shall be appointed and qualified; now therefore

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the City Council of the City of Conroe, Texas that:

Section 1: The foregoing recitals be and the same are hereby found to be true and correct.

Section 2: Directors Keaton Hineman and Kyler Ferris are approved as Directors of Conroe Municipal Management District No. 1 to serve in that capacity for the term of office which expires on April 23, 2029, or until their successors shall be appointed and qualified.

PASSED AND ADOPTED on _____ _____, 2025.

_____
Duke W. Coon, Mayor

ATTEST:

_____
Sami Quinlan, City Secretary
(SEAL)

Meeting Date: 04/23/2025
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 Re-appointment of two directors to the board of the Westwood Magnolia Parkway Improvement District.

Summary / Recommendation
The Westwood Magnolia Parkway Improvement District is located in the southwest ETJ of Conroe. The City and the district have entered into a SPA that provides for long term sharing of the Districtâ€™s sales tax. The Districtâ€™s enabling legislation authorizes the City to appoint a representative to sit on the Districtâ€™s board of directors. The District has requested the City Council re-appoint James D. Wallace and Brent Everson to serve as the two Conroe positions on the seven member board.

Attachments

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

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of April, 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, APPOINTING DIRECTORS TO THE BOARD OF THE WESTWOOD MAGNOLIA PARKWAY IMPROVEMENT DISTRICT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____**,** seconded by Council Member _____, all members present voted for adoption of the Resolution. 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 April, 2025.

_____
SAMI H. QUINLAN, Interim City Secretary

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, APPOINTING DIRECTORS TO THE BOARD OF THE WESTWOOD MAGNOLIA PARKWAY IMPROVEMENT DISTRICT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

WHEREAS, the Westwood Magnolia Parkway Improvement District is a special district in Montgomery County created pursuant to Chapter 323, Acts of the 78th Legislature, Regular Session, 2003 as amended; and

WHEREAS, the District is governed by a board of directors consisting of not less than five members serving staggered four year terms; and

WHEREAS, the governing body of the City of Conroe, Texas is authorized to appoint members to the board of directors of the District from a list recommended by the District; and

WHEREAS, the District has requested the City Council to appoint the persons named below who possesses the qualifications necessary for service on the District board.

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

Section 1. James D. Wallace is appointed to serve as a director of the Westwood Magnolia Parkway Improvement District for a term expiring on June 1, 2029.

Section 2. Brent Everson is appointed to serve as a director of the Westwood Magnolia Parkway Improvement District for a term expiring on June 1, 2029.

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

PASSED AND APPROVED this the ___ day of April, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
MICHAEL T. GARNER, City Attorney SAMI H. QUINLAN, Interim City Secretary

WESTWOOD MAGNOLIA PARKWAY IMPROVEMENT DISTRICT

"IMPROVING TODAY'S INFRASTRUCTURE FOR TOMORROW'S BUSINESS"

April 11, 2025

Mr. Gary Scott
City of Conroe
300 West Davis
Conroe, TX 77301

Reference: Reappointment of WMPID Directors Everson and Wallace

Dear Members of the Conroe City Council,

As Chairman of the Board of Directors (the "Board") of the Westwood Magnolia Parkway Improvement District ("WMPID"), an improvement district located within the extraterritorial jurisdiction of the City of Conroe, I am writing to request the reappointment of Mr. Brent Everson and Mr. James "David" Wallace to the WMPID Board of Directors.

The WMPID Board is currently comprised of 7 appointed members, two of which are appointed by the City of Conroe. The director's term is four years.

Please consider this matter at the next City Council meeting. The current term expires June 1st, and we would greatly appreciate receiving the reappointment letter by May 1, 2025. Please let me know if you have any questions.

Sincerely,

Brent Everson
Chairman of the Board

cc: Robert Eissler, Executive Director

Meeting Date: 04/23/2025
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 authorizing the Mayor to enter into a Memorandum of Understanding with the Blue Heron Bay Property Owners Association to provide funding to assist with silt remediation

Summary / Recommendation
This resolution will authorize the Mayor to enter in a Memorandum of Understanding with the Blue Heron Bay Property Owners Association to provide funding in the amount of $84,000.00 to assist with silt remediation in Lake Conroe adjacent to the Association's shoreline property. The proposed funding is equal to the amount of civil fines the City imposed against and collected from a developer for failing to prevent silt runoff. Per the Memorandum of Understanding, the Association is responsible for hiring a contractor able to perform the work. The Association is responsible for obtaining all necessary permits for performing the remediation and ensure the work complies with all applicable laws and regulations. Finally, the funding may not be remitted until the Association demonstrates all remediation has been completed, passed required inspections, and subcontractors of the chosen contractor have been paid.

Attachments

Dynamic/Garner/City Council

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CONROE AND
THE BLUE HERON BAY PROPERTY OWNERS ASSOCIATION

This Agreement is made by and between the Blue Heron Bay Property Owners Association, hereafter called "the Association", and the City of Conroe, hereafter called "the City", and is as follows:

WHEREAS, the Association is an association of residential property owners located in Montgomery County, Texas, governed by established by-laws on file with the Montgomery County Clerk's real property records, DOC #2020054771; and,

WHEREAS, the residential property of the Association lies south SH-105 and borders a portion of Lake Conroe, hereafter, "the Bay"; and,

WHEREAS, the Association seeks to remediate silt in the Bay; and,

WHEREAS, the City has previously imposed against and collected from a developer civil fines with regard to purported violations of building/development permits as it relates to silt run-off from the developer's property into the Bay; and

WHEREAS, the Association fully understands and confesses that the City of Conroe is in no means or matter responsible for any past, current or future silt run-off into or accumulation in the Bay; and

WHEREAS, the Association fully understands and confesses that any financial assistance that the City may provide herein to the Association to assist in the Association's silt remediation of the Bay is in no means or matter an admission or acknowledgment of responsibility on the part of City for any past, current or future silt run-off into or accumulation in the Bay; and

WHEREAS, the expenditure of the City funds under this agreement will accomplish the public purpose of [*state the public purpose this will accomplish*], the City will have sufficient control over the public funds by not remitting the funds until all silt remediation has been completed and approved, and the City and/or its citizens will receive [*state the return benefit to the City or City residents*] as a benefit for the remission of the funds.

NOW THEREFORE, subject to all requirements, restrictions, limitations, and covenants in this Memorandum of Understanding, the Association and the City mutually agree as follows:

1. The Association shall contract with a person, entity, vendor, business or organization, hereafter "the Contractor", of the Associations choosing to complete any work necessary to remediate silt accumulation in the Bay.
2. The Association is hereby responsible to members of the Association for ensuring the Contractor is chosen and employed by the Association in accordance with the Association's by-laws and any applicable laws and regulations of Montgomery County, Texas, the San Jacinto River Authority, the State of Texas, the United State of America, or any other regulatory authority with jurisdiction.

3. The Association and the Contractor shall be solely responsible for securing any engineering studies, impact studies, licenses, and/or permits required by the laws and regulations of Montgomery County, Texas, the San Jacinto River Authority, the State of Texas, the United State of America, or any other regulatory authority with jurisdiction.

4. Prior to commencement of the silt remediation in the Bay, the Association shall provide to the City's Director of Public Works a copy of the Association's contract with the Contractor employed to complete the silt remediation, to include a list of all subcontractors employed by the Contractor, the Contractor's cost estimation to complete the silt remediation, a copy of all required engineering studies and impact studies related to the silt remediation, and a copy of any necessary permits or licenses issued to the Association and/or the Contractor to complete the silt remediation.

5. The City shall pay the Association a sum of Eighty-Four Thousand Dollars ($84,000.00) upon submission by the Association to the City's Director of Public Works a certificate of completion with regard to the silt remediation, an invoice for the completed work from the Contractor to the Association, proof that any subcontractors employed by the Contractor have been paid, and that any post-remediation inspections related to issued permits or licenses have been completed and passed by any required regulatory authority. The payment amount herein does not represent any liability, whether in whole or in part, on the part of the City.

6. Term. This Agreement shall commence upon execution of the Agreement by the City and the Association and shall continue in force and effect until completion of the silt remediation by the Association, as evidence by the requirements of this Agreement and payment of $84,000.00 by the City to the Association. This Agreement shall terminate and payment by the City shall not be required if Association fails to commence silt remediation of the Bay before July 1, 2025.

7. Law and venue. This agreement shall be interpreted in accordance with the laws of the State of Texas. Venue of any claims or controversies arising under this Agreement shall lie in the District Court of Montgomery County, Texas.

8. Indemnification. The Association agrees to indemnify and hold harmless the City and any and all of the City's officers, agents, elected representatives, and employees from and against all suits and causes of action, claims, losses, demands and expenses, arising in any manner by reason of or incident to, the performance of this Agreement and the silt remediation of the Bay on the part of Association and the Association's officers, agents, employees, contractors or subcontractors, to include disputes between and/or among the Association, the Association's members and property owners, the Contractor, any subcontractors of the Contractor's, and any regulatory action by Montgomery County, Texas, the San Jacinto River Authority, the State of Texas, the United State of America, or any other regulatory authority with jurisdiction.

9. The Association fully understands and confesses that any legal claim the Association may have with respect to past, present, and future silt run-off into the Bay lies with individuals or entities not related to or affiliated with the City and the Association hereby waives any claim against the City with respect to any past, present, or future silt run-off into or

accumulation in the Bay as well as with respect to any work performed by the Contractor with regard to silt remediation of the Bay.

10. Insurance. The Association shall provide upon the execution of this Agreement, a Certificate of Insurance naming the City of Conroe as an additional insured party. The Association must show proof of Comprehensive General Liability Insurance with a combined single limit of $1,000,000 per occurrence. Each of the policies shall contain a provision that the policy shall not be canceled or the terms or conditions materially changed without 30 days prior written notice to City.

11. Notices. For the purposes of this Agreement, all notices or communications required or authorized under this Agreement shall be directed by each party to the other through:

City of Conroe, Texas	Board of Directors
City Administrator	Blue Heron Bay POA
300 West Davis	P.O. Box 833
Conroe, Texas 77301	Montgomery, Texas 77356

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed on this _____ day of April, 2025.

CITY OF CONROE, TEXAS

By: _____
DUKE W. CON, Mayor
City of Conroe, Texas

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed on this _____ day of April, 2025.

BLUE HERON BAY
PROPERTY OWNERS ASSOCIATION

By:_____

Name:_____

Title:_____

Meeting Date: 04/23/2025
Department: Legal
Contact: Mike Garner, City Attorney
Submitted By: Yanira Peres-Gutierrez, Adm. Assistant - Legal

Workshop

Item Type: Executive Session

Item Type: Executive Session
Mayor Coon
Joint Meeting: No Joint Meeting

Description
*SJRA GRP Contract litigation (Sec.551.071).
*QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
*Legal advice concerning contract provisions related to Hotel Convention Center project 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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