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: MAY 7, 2025 -- 2:00 P.M.
RECONVENES: MAY 8, 2025 -- 6:00 P.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 service and easement matters pertaining to Ms. Jennifer Ward-Kinser.
   Mayor Coon and Councilman Wood

3. Discuss the implementation of a temporary city-wide Development Moratorium within the city limits of Conroe.
   N. McGuire

4. Discuss appeals and waivers to denial of an exemption from the temporary moratorium on development.
   N. McGuire

5. Discuss redirecting CIP funding from Old Conroe Road project to infrastructure projects.
   N. McGuire

6. Discuss naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.
   N. McGuire

7. Conduct a Public Hearing to discuss the naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.
   N. McGuire

8. Discuss bid award for Water Plant 17 MCC Panel and Equipment.
   N. McGuire

9. Conduct a Public Hearing Concerning the Resolution Declaring Conroe as Having a Population Greater Than 100,000 Persons.
   N. Mikeska

10. Discuss the Re-Organization of the Engineering Department.
    N. Mikeska

11. Discuss a Resolution consenting to the addition of approximately 69.974 acres of territory, more or less, within the Boundaries of Montgomery County Municipal Utility No. 211.
    N. Mikeska

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

13. Discuss engaging a law firm, not to exceed $75,000.00, for matters related to review of and recommending amendments to the City's Home Rule Charter.
    M. Garner

14. Discuss an Ordinance to Article VII, Chapter 58 of the City's Code of Ordinance relating to management of the City's rights-of-way.
    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

Reconvene Open Meeting

CITIZEN PARTICIPATION - NOT TO EXCEED 30 MINUTES

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

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

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

RECESS

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

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

Meeting Date: 05/07/2025
Department: Mayor & Council
Contact: Duke Coon, Mayor
Submitted By: Sami Quinlan, Interim City Secretary

Workshop

Item Type: Consent

Item Type: Consent
Mayor Coon and Councilman Wood
Joint Meeting: No Joint Meeting

Description
Discuss service and easement matters pertaining to Ms. Jennifer Ward-Kinser.

Summary / Recommendation
Discuss service and easement matters pertaining to Ms. Jennifer Ward-Kinser.

Attachments

Kinser

Outlook

Fw: Requesting to be on Agenda

From Howard Wood <HWood@cityofconroe.org>
Date Thu 5/1/2025 12:38 PM
To Duke Coon <duke.coon@cityofconroe.org>; Gary Scott <gscott@cityofconroe.org>; Jennifer Kinser <jennifer@thejkproperties.com>

1 attachment (35 KB)
Letter to HW.pdf;

Ms. Kinser,

Thank you for the email and information, received.

Mayor and Gary,
I would like to add this to agenda for next weeks meeting for discussion and potential action. Any objections, please let me know.

Thank you both,
HW

Get Outlook for iOS

From: Jennifer Kinser <jennifer@thejkproperties.com>
Sent: Thursday, May 1, 2025 12:34 PM
To: Howard Wood <HWood@cityofconroe.org>
Subject: Requesting to be on Agenda

You don't often get email from jennifer@thejkproperties.com. Learn why this is important

Councilman Wood,

Please see the attached letter and let me know when you have a follow up to provide.

Best Regards,

Jennifer Ward-Kinser
jennifer@thejkproperties.com
936-444-9306



The JK-Properties RE Group
Brokered by EXP REALTY LLC
VP Property Manager - Ward Properties LLC
936-444-9306
jennifer@thejkproperties.com
"We do everything for you but the packing"

Councilman Howard Wood,

I have exhausted all avenues over the last year with regards to many emails, private meetings with administration, citizen inquiry on two separate council meetings and two private meetings with Mayor Coon, Nancy Mikeska, Gary Scott, Norman McGuire and councilwoman Shana Arthur. As of January 27, 2025, nothing has been accomplished, and I have not been personally notified or kept abreast of anything pertaining to a resolve of our issues.

As stated, both of our properties have been owned for 50+ years without water and sewage utilities. I have been continuously working with the mud on the project for Roman Hills/The Sundowners Food Park with new developments to share. As for our property at Lake Conroe Forest pertaining to easements required under a state annexation; I stated to all that "time was of the essence" and that time is now.

I ask kindly that you place these items on agenda for the upcoming council meeting.

1) Petition for Consent to Annexation of Sundowner Food Park by Stanely Lake MUD for approximately 1.6 acres of frontage commercial property located on SH-105W in Montgomery County.

2) Direct staff to obtain public drainage easement (DE and/or PUE&DE) required to convey stormwater specified in Conroe annexation 2233-14 and from TxDOT ROW for Lake Conroe Forest frontage commercial property on SH-105W.

Best Regards,

Jennifer Ward-Kinser

Meeting Date: 05/07/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Presentation, Resolution

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

Description
Discuss the implementation of a temporary city-wide Development Moratorium within the city limits of Conroe.

Summary / Recommendation
Discuss the Implementation of a Temporary City-Wide Development Moratorium Within the City Limits of Conroe.

Meeting Date: 05/07/2025
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 temporary moratorium on development.

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

Meeting Date: 05/07/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Resolution

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

Description
Discuss redirecting CIP funding from Old Conroe Road project to infrastructure projects.

Summary / Recommendation
Discuss redirecting CIP funding from Old Conroe Road project to infrastructure projects.

Attachments

Counicl Packet
Resolution
Interlocal Agreement - Montgomery County

Engineering

CITY OF CONROE

Est. 1904

To: **Gary Scott, City Administrator**

Cc: **Nancy Mikeska, Deputy City Administrator**

From: **Norman McGuire, Assistant City Administrator/Director of Public Works**

Date: **April 29, 2025**

Subject: **Old Conroe Road Project - HGAC Funded 80/20 Project (Loop 336 South to FM 1488)**

After a comprehensive review of the Old Conroe Road Project, staff is recommending the formal cancellation of the initiative. Attached is a report and supporting documentation detailing that the City has spent approximately $4.7 million to date. It also outlines projected future costs, which are estimated to require an additional $42.5 million in debt, primarily due to the lack of commitment from a key partner in this endeavor. We have also attached a map showing a visualization of out of the approximate 5.5 mile project only 1.25 miles is in our existing City limits.

Given the current circumstances, staff does not believe it is fiscally responsible to continue allocating taxpayer funds toward a project that lacks full cooperative support. Continuing down this path would require significant additional investment with uncertain returns and minimal assurance of project completion in the intended form.

Instead, we recommend that the City focus its efforts and resources on building stronger, more resilient water and sewer infrastructure. These systems are fundamental to public health, development planning, and long-term sustainability. Prioritizing utility infrastructure addresses both current service demands and future growth, ensuring responsible stewardship of City funds.

Staff respectfully requests this item be presented to the City Council for formal approval to cancel the Old Conroe Road Project and authorize staff to reallocate resources toward high-priority water and sewer infrastructure.

Thank you for your continued leadership and commitment to the growth and safety of our community.

EXPENSE REPORT

For Office Use Only

PROJECT NAME: OLD CONROE ROAD - SOUTH LOOP 336 TO FM 1488

DESCRIPTION: WIDENING FROM 2 TO 4-LANE AND EXTEND ROADWAY INCLUDING BRIDGE OVER WEST FORK OF SAN JACINTO RIVER

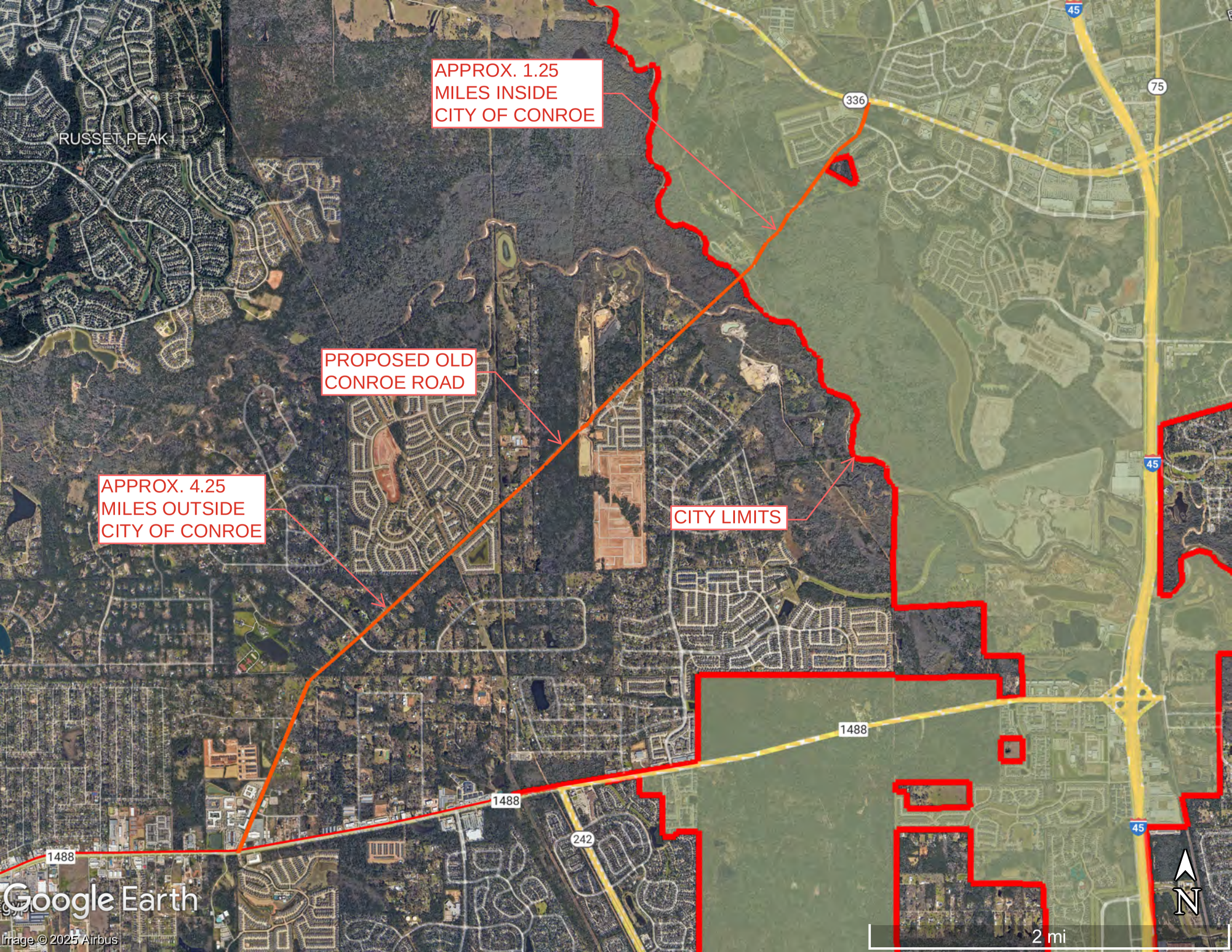
Purpose Budget Overview Preparation **CSJ:** 0912-37-231

VENDOR	DESCRIPTION	CONTRACT AMOUNT	SPENT TO DATE	REMAINING	RESOLUTION / APPROVALS	NOTES
LJA ENGINEERING	PRELIMINARY DESIGN	$3,980,000.00	$3,146,336.76	$833,663.24		APPROVED BY COUNCIL 11/8/18; PARTNER TO PAY $2,000,000.
THE GOODMAN CORP	GRANT SERVICES	$199,778.00	$24,800.93	$174,977.07		APPROVED BY COUNCIL 5/11/23
LJA ENGINEERING	DETAILED DESIGN	$6,000,000.00	$1,509,069.28	$4,490,930.72		APPROVED BY COUCIL 5/11/23; PARTNER TO PAY 50% OF LOCAL MATCH.
TXDOT	AFA -DESIGN/ INITIAL REVIEW FEES	$30,000.00	$30,000.00	$0.00	4744-23; APPROVED 5/11/23	PAGE 19 FOR BREAKDOWN; PARTNER TO PAY 50% OF LOCAL MATCH
Total		**$10,209,778.00**	**$4,710,206.97**	**$5,499,571.03**		

VENDOR	DESCRIPTION	ESTIMATED	PERCENTAGE	CITY'S COST	NEXT STEPS	NOTES
PROPERTY OWNERS	APPRAISALS	$1,265,000.00	50%	$632,500.00	COUNCIL AUTHORIZATION; REQUEST AFA FOR	CURRENT APPRAISED VALUES; REQUEST AFA
CONTRACTOR	CONSTRUCTION COST	$192,000,000.00	20%	$38,400,000.00	COUNCIL AUTHORIZATION; REQUEST AFA FOR	Project cost $192.43 Million; 80/20 MATCH
Total		**$193,265,000.00**				

OVERVIEW:	NOW	FUTURE
SPENT TO DATE	$4,710,206.97	
OUTSTANDING DESIGN COSTS		$5,499,571.03
FUTURE ROW COSTS		$632,500.00
FUTURE CONSTRUCTION		$38,400,000.00
PARTNER'S PREVIOUS OBLIGATION		($2,000,000.00)
TOTALS	$4,710,206.97	$42,532,071.03
ESTIMATED COST TO THE CITY:		$47,242,278.00

NOTE: CHANGE ORDERS ARE TYPICALLY 100% AT THE COST OF THE LOCAL GOVERNMENTS COST WITHOUT APPROVAL.


APPROX. 1.25
MILES INSIDE
CITY OF CONROE
PROPOSED OLD
CONROE ROAD
APPROX. 4.25
MILES OUTSIDE
CITY OF CONROE
CITY LIMITS
RUSSET PEAK
336
75
45
1488
242
Google Earth
Image © 2025 Airbus
2 mi
N

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of May, 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, REGARDING THE CANCELLATION AND SHELVING OF THE OLD CONROE ROAD PROJECT AND PROVIDING FOR THE REDIRECTION OF FUNDS; AUTHORIZING NOTIFICATION TO INVOLVED ENTITIES; 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 May, 2025.

_____

SAMI H. QUINLAN, Interim City Secretary

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, REGARDING THE CANCELLATION AND SHELVING OF THE OLD CONROE ROAD PROJECT AND PROVIDING FOR THE REDIRECTION OF FUNDS; AUTHORIZING NOTIFICATION TO INVOLVED ENTITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Conroe and Montgomery County had previously identified the Old Conroe Road project as a priority infrastructure improvement, and preliminary project planning was undertaken with assistance from the Houston-Galveston Area Council (H-GAC), LJA Engineering, and Montgomery County; and

WHEREAS, the continuation and construction of the Old Conroe Road project was contingent upon a funding partnership with Montgomery County, which has not materialized; and

WHEREAS, without the participation of Montgomery County, the City finds it financially unfeasible to proceed with the project at this time; and

WHEREAS, the City recognizes the potential value of the project and is willing to revisit it if future funding opportunities become available; and

WHEREAS, bond funds were previously allocated to the Old Conroe Road project, and the City Council finds it in the best interest of the City to reallocate those funds to other necessary and eligible City projects.

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

Section 1. The City Council hereby cancels the active pursuit of the Old Conroe Road project due to the absence of a funding partnership with Montgomery County.

Section 2. The Old Conroe Road project shall be shelved and revisited only if sufficient funding becomes available from Montgomery County, State, Federal, or other viable sources.

Section 3. The City Administrator is hereby authorized and directed to formally notify the following entities of this decision:

a. Houston-Galveston Area Council (H-GAC);

b. LJA Engineering; and

c. Montgomery County.

Section 4. The bond funds previously allocated to the Old Conroe Road project shall be redirected to other necessary and eligible City capital improvement projects, subject to compliance with bond requirements and applicable laws.

Section 5. This resolution shall be effective from adoption.

PASSED AND APPROVED this the ___ day of May, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM: ATTEST:

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

#3 9.M.26

NOV 1 3 2018

INTERLOCAL AGREEMENT
FOR PRELIMINARY ENGINEERING DESIGN FOR OLD CONROE ROAD

THIS AGREEMENT is made between the CITY OF CONROE, TEXAS, a Texas home rule municipality hereinafter called "CITY", and MONTGOMERY COUNTY, TEXAS, a political subdivision of the State of Texas hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, the Old Conroe Road project is a proposed extension of Old Conroe Road from Loop 336 in Conroe, Texas to FM 1488 in the unincorporated territory of Montgomery County, Texas; and

WHEREAS, the project has an estimated total cost of $120,855,704 and will result in a new bridge crossing the San Jacinto River and a four lane roadway connecting Loop 336 to FM 1488; and

WHEREAS, the project is an HGAC approved project included in the 2017-2020 Transportation Improvement Plan and the 2040 Regional Transportation Plan; and

WHEREAS, the project will benefit both the CITY and the unincorporated areas of COUNTY; and

WHEREAS, the parties have agreed to share the cost of the preliminary engineering design for the project;

NOW THEREFORE, this Agreement is made and entered into by CITY and COUNTY as follows:

ARTICLE I
Preliminary Engineering

1.01 CITY will contract with LJA ENGINEERING for the preliminary design of the Project in accordance with the schedule of fees attached hereto as Exhibit A. The estimated cost of the Preliminary Design is $3,980,000. CITY and COUNTY will each pay 50% of the preliminary design cost but in no event shall COUNTY be obligated to pay more than One Million, Nine Hundred Ninety Thousand dollars $1,990,000 ("County Share").

1.02 CITY shall provide contract administration for the engineering services contract and shall review and approve and pay each invoice for services. CITY shall bill COUNTY upon completion and receipt of the Preliminary Design for COUNTY's 50% share of the Preliminary Design not to exceed $1,990,000. COUNTY shall promptly pay the invoice within the time prescribed by law.

1.03. This Agreement applies only to the Preliminary Design of the Project and not to participation in other design or construction related expenses. By entering into this Agreement each party certifies to the other that it has available from current funds of the entity an amount sufficient to cover the party's one-half share of the cost of Preliminary Design estimated in paragraph 1.01 together with an additional contingency of 10% to cover any necessary increases in contract price, or that it will levy such taxes as may be necessary to provide for payment of the parties obligation in accordance with paragraph 6.01. Notwithstanding the foregoing, in no event will the County Share exceed $1,990,000.

ARTICLE II
Effective Date and Term

2.01 This Agreement shall be effective upon approval of the governing bodies of each entity and upon execution by the authorized representative of each such body. The effective date will be the date on which all parties have executed the Agreement.

2.02 This Agreement shall have a term of one year beginning on the effective date. This Agreement shall automatically renew for additional one year terms until terminated or until the engineering design services have been fully performed and both parties have paid their share of the cost of the engineering services.

ARTICLE III
Hold Harmless

3.01 To the extent permitted by State law, each party does hereby agree to waive all claims against, release, and hold harmless the other and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

3.02 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE IV
Immunity

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE V
Notices

All notices required or authorized under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

CONROE: Conroe City Administrator
P.O. Box 3066
Conroe, Texas 77305

COUNTY: Montgomery County Judge
301 N. Thompson, Suite 210
Conroe, Texas 77301

with a copy to: Charlie Riley, Commissioner Pct. 2
19110 Unity Park Dr.
Magnolia, Tx 77355
Email: Charlie.riley@mctx.org

County Attorney, Montgomery County
Attn: B. D. Griffin
501 N. Thompson, Suite 300
Conroe, TX 77301
Email: bd.griffin@mctx.org

Any party may change its address or authorized agent by giving written notice to each of the remaining parties.

ARTICLE VI
General Provisions

6.01 Obligation to Levy Taxes. The parties agree that this Agreement is a contract for joint payment of road construction and improvements as provided by Texas Gov. Code Section 791.028.

6.02 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

6.03 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this Agreement without the written consent of each other party.

6.04 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Montgomery County, Texas, and that exclusive venue shall lie in Montgomery County, Texas.

6.05 Remedies, Non-Waiver. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of all parties. It is further agreed that one or more instances of forbearance by any party in the exercise of its respective rights shall in no way constitute a waiver thereof.

6.06 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements concerning the same subject matter. This Agreement may only be modified by a writing executed by all parties. This Agreement may be signed in multiple counterparts each of which shall be an original for all purposes.

[Signatures are contained on one or more separate execution page(s)]

CITY OF CONROE

By: _____
TOBY POWELL, Mayor
Date Signed: 12.4.2018

ATTEST:

_____
SOCO M. GORJON, City Secretary

MONTGOMERY COUNTY, TEXAS

By: _____
CRAIG DOYAL, County Judge
Date Signed: NOV 13 2018

ATTEST:

_____
MARK TURNBULL, County Clerk

COMMISSIONER'S COURT
TEXAS
MONTGOMERY COUNTY

Meeting Date: 05/07/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Ordinance

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

Description
Discuss naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.

Summary / Recommendation
Discuss naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.

Attachments

Ordinance

CERTIFICATE FOR ORDINANCE

I.

On the _____ day of _____ , 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 Ordinance, to-wit:

ORDINANCE NO. _____-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CHANGING THE NAME OF "MIKE MEADOR PARKWAY EXTENSION" TO "REDEMPTION WAY"; 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 Ordinance, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

IV.

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

SIGNED AND SEALED this _____ day of _____, 2025.

_____

SAMI H. QUINLAN, Interim City Secretary

ORDINANCE NO. _____-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CHANGING THE NAME OF "MIKE MEADOR PARKWAY EXTENSION" TO "REDEMPTION WAY"; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, the City Council exercises control over the naming of public streets within the City of Conroe and desires to change the name of "Mike Meador Parkway Extension" to "Redemption Way"; and

WHEREAS, pursuant to Code of Ordinances, City of Conroe, Texas Section 58-166, the City Council of the City of Conroe has heretofore conducted a public hearing on the proposed street name change, notice of such public hearing having been given at least three days in advance of the hearing date by written notice mailed to the owner of each property effected by the proposed change and by publication in the Courier, a newspaper of general circulation within the City of Conroe; and

WHEREAS, the City Council finds and determines that the proposed street name change would not be duplicative, confusing or otherwise detrimental to the public interest:

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

Section 1. "Mike Meador Parkway Extension" in the City of Conroe is hereby renamed "Redemption Way".

Section 2. The Director of Public Works is hereby authorized and directed to post street name signs in accordance with this ordinance.

Section 3. The City Secretary shall provide a copy of this ordinance to the U.S. Postmaster, the Director of the 9-1-1 Emergency Communications District, and to each City Department Head.

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

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
MICHAEL T. GARNER, City Attorney

ATTEST:

_____
SAMI H. QUINLAN, Interim City Secretary

Meeting Date: 05/07/2025
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 Public Hearing to discuss the naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.

Summary / Recommendation
Public Hearing to discuss the naming of the new section of roadway connecting to the Montgomery County Correction facilities, Redemption Way.

Attachments

Publication

PLACE YOUR AD IN ANOTHER SITE

ORDER DETAILS

Order Number:	**IPLHCN0081187**
Order Status:	Saved
Classification:	Legals
Package:	Legal Notices HCN
Site:	houstoncommunitynews
HOU Online:	$0.00
One Affidavit:	$7.00
Final Cost:	$202.28
Payment Type:	
User ID:	

PREVIEW FOR AD NUMBER IPL0024915

3.18inches x 2.34inches

NOTICE OF PUBLIC HEARING
ON PROPOSED NAMING OF THE NEW SECTION OF THE ROADWAY CONNECTING TO THE MONTGOMERY COUNTY CORRECTIONS FACILITIES TO REDEMPTION WAY, IN CONROE TEXAS

The City Council of the City of Conroe will conduct a Public Hearing on Wednesday, **May 7, 2025** at 2:00 pm in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The Purpose of the hearing is to receive public comments regarding the naming of the new section of the roadway connecting to the Montgomery County Corrections Facilities, as recorded in File No. 2011114068 in the Official Records of Real Property of Montgomery County, Texas (Doc. No. 2024099478) to Redemption Way, and being located within the City of Conroe, Montgomery County, Texas.

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

The public is invited to attend and make comment.

Signed this 1st day of May, 2025.

_____
Sami Quinlan
Interim - City Secretary
IPLHCN0081187

SCHEDULE FOR AD NUMBER IPL0024915

May 2, 2025

Conroe Courier

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Workshop

Meeting Date: 05/07/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Mandy Hyman, Adm Specialist II PW

Item Type: Presentation

N. McGuire

Joint Meeting: No Joint Meeting

Description
Discuss bid award for Water Plant 17 MCC Panel and Equipment.

Summary/Recommendation
We received three bids on April 15, 2025 for water plant 17 MCC panel and equipment. After consideration, staff decided to award the bid to the lowest bidder which also had the quickest delivery. Staff recommends awarding to Wingo Services Company in the amount of $90,875.00.

1. Is the request necessary?
Yes

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

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

Source of Funds & Amount of Amendment Needed:

Reserves: $90,875.00	Grants: $
Bond Proceeds: $	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual	$90,875.00					$90,875.00
Capital						
Total	**$90,875.00**	**$**	**$**	**$**	**$**	**$90,875.00**
Net Impact	**$90,875.00**	**$**	**$**	**$**	**$**	**$90,875.00**

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

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

Fiscal Impact

Expenditure Amount: $90,875.00
Revenue Amount:
Account Number: 508-8040-9030
Budget Amendment Required Y/N: Y
Financial Review Complete:
Financial Review Notes:

Attachments

Water Plant 17 Panel and Equipment

Purchasing

CITY OF CONROE

Est. 1904

TO: Daniel Roberts - Water and Sewer Superintendent
Mandy Hyman - Public Works Administrative Assistant

FROM: Teri-Lynn Hatch - Senior Buyer/ Warehouse Supervisor

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

DATE: April 16, 2025

RE: Vendor Recommendation – #0415-25 - Removal, Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment"

Council Approval: XX Yes _____ No

Following the bid submission and evaluation for the Removal, Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment project, closed on Tuesday, April 15, 2025. Purchasing and Public Works staff have thoroughly reviewed all submitted proposals. We are pleased to present the following recommendation for your approval.

The following vendors responded to the request:

McDonald Municipal & Industrial	$192,469.00
W.W. Payton Corporation	$200,360.00
Wingo Service Company	$ 90,875.00

After careful consideration, it is our recommendation to award the contract for the Removal, Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment to Wingo Service Company Inc., in the amount of $**90,875.00.** Wingo Service Company Inc. submitted the lowest bid and have received all the required insurance requirements the project.

We respectfully submit this recommendation for your approval.

Water Plant 17 MCC Panel & Equipment Bid Tabulation	Wingo Service Company Inc.	McDonald Municipal & Industrial	WW Payton Corporation		
LV MCC GEAR	$ 42,643.00	$ 192,469.00	$ 150,000.00		
LV MCC START UP	$ 3,000.00	Included	$ 5,000.00		
LV SOFTSTART	$ 45,142.00	Included	$ 45,000.00		
DELIVERY TIME # OF DAYS	90.00	329.00	360.00		
TOTAL	$ 90,875.00	$ 192,469.00	$ 200,360.00		

INVITATION FOR BIDS

CITY OF CONROE

BID# 0415-25 - REMOVAL, REPLACEMENT, STARTUP AND COMMISSIONING OF THE WATER PLANT #17 MCC PANEL AND EQUIPMENT

CITY OF CONROE PURCHASING DEPARTMENT
401 SGT. ED HOLCOMB BLVD.
CONROE, TEXAS 77304

RESPONSES DUE APRIL 15, 2025 BY 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids electronically through Vendor Registry or in duplicate for the removal, replacement, startup and commissioning of the Water Plant #17 MCC panel and equipment. The proposals shall be appropriately marked **"Bid #0415-25 - Removal, Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment"** and delivered to the Assistant Director of Purchasing, 401 Sgt Ed Holcomb Blvd, Conroe, Texas 77304. Bids will be publicly opened and read on **Tuesday, April 15,** at **2:00 p.m.** in the Towery Service Center Conference Room, 401 Sgt. Ed Holcomb Blvd. 77304.

Specifications and bidding documents may be secured from www.cityofconroe.org, departments, purchasing, CIVCAST.

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 lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City.

CC: 04/02/25 & 04/9/25

CITY OF CONROE, TEXAS

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe will be accepting Proposals from respondents to remove, replace and perform startup and commissioning of the City of Conroe's Water Plant #17 MCC Panel and Equipment. The City of Conroe reserves the right to retain any components, all other components shall be disposed of by vendor. Proposals shall include any and all equipment or services necessary to remove and dispose of existing MCC gear as well as provide installation, startup and commissioning of the following new MCC gear. Respond electronically through CIVCAST, manually in a sealed envelope labeled **Bid# 0415-25 - Removal, Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment"** and delivered to the Assistant Director of Purchasing, 401 Sgt Ed Holcomb Blvd, Conroe, Texas 77304. Bids will be publicly opened and read on **Tuesday, April 15,** at **2:00 p.m.** in the Towery Service Center Conference Room, 401 Sgt. Ed Holcomb Blvd. 77304.

SPECIFICATION / SCOPE OF WORK/PRICING

1.0 GENERAL SPECIFICATIONS

Product Name: LV MCC

- 1 New MCC and installation and start up assistance.
    - Product Details: 1 - Model 6 LVMCC Comms-Model 6 MCC - Industrial Package Engineered To Order (ETO)

- POWER SYSTEM DATA: System Voltage: 480V 3PH 3W 60Hz System Source Type: 3 Phase Wye System Source Ground Point: Common Point Grounded Max Available Fault Current (RMS): 65kA

- BUS SYSTEM DATA: Power Bus: 800A Tin Plated Copper Vertical Bus: 300A Tin Plated Copper Bus Bracing: 65kA Horizontal Ground Bus: 300A Tin Plated Copper Vertical Ground Bus: Tin Plated Copper

- ENCLOSURE DATA: Enclosure Type: 20" Deep General-Purpose Type 1 Exterior Color: ANSI 49 Interior Color: White

- STRUCTURE FEATURES: Equipment Mounting Height: 72" Rodent Barriers

- COMMON DEVICE FEATURES: Control Power: 120Vac Wiring Type: Class 1 Type B Wiring Manual Vertical Bus Shutters Drawing Format: PDF - Single Multi Page File Unit Nameplate Gray Surface / White Letters

- PRODUCT ACCESSORIES: TeSys T Handheld Display

- SPECIAL PRICING AND SECTION COUNT DATA: 3 - Total Section(s) in Lineup 2 - Section(s) with 300A Tin Plated Copper Vertical Bus 1 - Section(s) with 600A Tin Plated Copper Vertical Bus

- DIMENSIONS AND WEIGHT Dimensions: 60.00"W X 20"D X 94.5"H Approximate Weight: 2375.00 lbs. / 1077.30 kgs

- INCOMING Connection Type: Cable Entry Direction: Through the Top

- MAIN 65KA Interrupting Rating Aluminum Mechanical Lugs: (3) 3/0 - 500 kcmil Wires/Phase Long-time + Instantaneous Protection 15" Extra Mounting Height Device Height - 33 in

- FULL VOLTAGE NON-REVERSING STARTERS:
    - 1 - 3 HP NEMA Size 1 FVNR Starter w/Circuit Breaker Motor Circuit Protector 65kA Interrupting Rating TeSys T with Modbus RTU (2 wire) Comms I/O Expansion Module No Overload Displays (HMI) or RJ45 Port Transient Suppressor 100VA Control Power Transformer #16 AWG MTW Control Wire 22mm XB5 Pilot Devices Hand-Off-Auto Selector Switch Start/Stop Push Button Motor On Pilot Light: Red Motor OFF Pilot Light: Green Reset Button Control Panel Mounted Fishtape Unit Plugs Device Height - 12 in

- SOFT START CONTROLLERS 1 - Altistart 22, 400 HP, Standard Duty with Circuit Breaker and SSRV Model C59 65kA Interrupting Rating Circuit Breaker Alarm Switch Circuit Breaker Shunt Trip 120Vac 100VA Control Power Transformer Auxiliary Run Contacts #16 AWG MTW Control Wire Fishtape Unit Plugs Device Height - 54 in

- DISTRIBUTION TRANSFORMERS 1 - 15 kVA, 1-Ph Distribution Transformer w/ 120/240 Volt Secondary Wire to Panel in Unit 2A Circuit Breaker Primary Disconnect 65kA Interrupting Rating Aluminum Winding; 150 C Temperature Rise Fishtape Unit Plugs Device Height - 36 in

- PANELBOARDS 18 Circuits NQ Panelboard w/ Main Circuit Breaker 120/240V 1Ph 3W 60Hz Connected to XFMR in Unit 2M Copper Interior Fishtape Unit Plugs Device Height - 27 in

- MISCELLANEOUS DEVICES 1 - Bus Bar Surge Arrestor Fishtape Unit Plugs Device Height - 6 in 1 - 21" Configured Space 1 - 9" Configured Space 1 - 18" Configured Space

LV MCC GEAR	$ 42,643.00
LV MCC START UP	$ 3,000.00
LV SOFTSTART	$ 45,142.00
DELIVERY TIMELINE # OF DAYS	90

- ❖ All bidders must meet or exceed the minimum specifications to be considered as a valid bid.

- ❖ The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. The Contractor shall have control over the execution of the work and shall have sole responsibility and obligation for the hiring and supervision of its employees. **THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**

- ❖ The Contractor is responsible for the behavior of their employees. The Contractor's employees will act and behave in a professional manner at all times while performing maintenance for the City. Any contact with the public must be courteous. The Contractor must have a supervisor on site at all times who can communicate in the English language.

- ❖ The Contractor and/or their employees shall have a clean and professional appearance. The Contractor and/or their employees shall be required to work in a clean uniformed shirt. Uniformed shirt shall indicate company's name in a manner that is clearly identifiable to the public. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.

- ❖ The Contractor shall be responsible for replacement or compensation for damage to any City property as a result of his/her work.
- ❖ The Contractor shall correspond via email or telephone with the City representative(s) daily to report work completed each day that rehab is performed under this contract.
- ❖ The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- ❖ The Contractor **MUST** submit **COMPLETED BID PACKET** to qualify as an acceptable bid.
- ❖ The Contractor shall provide three valid names, addresses, and telephone numbers of references in which the Contractor has performed similar services.

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 a Purchase Order.

AWARD

The award will be based on low bid pricing.

Name of Vendor: Wingo Service Company Inc.

Federal ID Number: 76-0295421

A Corporation of the State of: Texas

Telephone Number: 281-367-9990

Email: asheldt@wingocompanies.com

Website: www.wingocompanies.com

Mailing Address: 11173 Cox Rd.

City/State/Zip: Conroe , TX 77385

Authorized Signature: A. Sheldt

Printed Name: Al Sheldt

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 CIVCAST or deliver one original and one copy to the Purchasing Department marked **"Bid# 0415-25 - Removal,**

Replacement, Startup and Commissioning of the Water Plant #17 MCC Panel and Equipment", located at the Dean Towery Service Center.

Contact: Teri-Lynn Hatch – Senior Buyer Warehouse Supervisor
Purchasing Department, Dean Tower Service Center
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.

Wingo Service Company Inc.
(Company Name)

11173 Cox Rd.
(Street Address / P.O. Box)

Conroe, TX 77385
(City / State / Zip Code)

281-367-9990
(Phone)

Al Sheldt
(Name of Authorized Agent – Printed)

A. Sheldt
(Authorized Agent Signature)

04/15/2025
(Date)

WINGO SERVICE COMPANY INC.

April 15, 2025

Wingo Service Company Lift Station, Water Plant, and MCC Replacement Resume

The following list comprises the recent experience of Wingo Service Company in the field of Municipal Sewage Lift Stations, MCC Replacements, and Water Plant Rehabilitation and Construction as an Electrical Subcontractor or a General Contractor.

1. **Harris County MUD 183 – Water Plant No. 1 Motor Control Center Replacement**
   A. Wingo was the General Contractor
   B. Contract Amount $309,000
   C. The engineer was Jones / Carter.

2. **San Jacinto River Authority – Lake Conroe Dam Service Outlet Electrical Upgrades**
   A. Wingo was the General Contractor
   B. Contract Amount $436,246
   C. Engineer was Freese and Nichols, Inc.

3. **San Jacinto River Authority – GRP Building 12 and Maintenance Building Backup Power**
   A. Wingo was the General Contractor
   B. Contract Amount $361,518
   C. Engineer was Kalluri Group, Inc.

4. **Montgomery County MUD No. 4 – Capetown Lift Station Improvements**
   A. Wingo was the Electrical Subcontractor
   B. Subcontract Amount $77,000
   C. The engineers were Baird, Gilroy & Dixon and Bleyl Engineering
   D. Gael, Inc. was the General Contractor

5. **Lago Bello MUD No. 1 – Barrett Crossing Lift Station**
   A. Wingo was the Electrical Subcontractor
   B. Subcontract Amount $90,000
   C. Engineer was Odyssey Engineering Group
   D. Gael, Inc. was the General Contractor

6. **Tattor Road Municipal District – Lynngate Lift Station**
   A. Wingo was the Electrical Subcontractor
   B. Subcontract Amount $78,000
   C. Engineer was Vogler & Spencer Engineering, Inc.
   D. Sustanite Support Services was the General Contractor

11173 Cox Road - Conroe, TX 77385
Telephone: 281-367-9990 Fax: 281-367-0915
Visit us @ www.wingocompanies.com

Electrical License #: 23335
Security License #: B11686

7. **Harris County MUD 358 – Wastewater Treatment Plant Electrical Improvements**
   A. Wingo was the General Contractor
   B. Contract Amount $181,500
   C. Engineer was BGE, Inc.

8. **Bridgestone MUD – Construction of Lift Station No. 8**
   A. Wingo was the Electrical Subcontractor
   B. Subcontract Amount $95,000
   C. Engineer was Quiddity
   D. Peltier Brothers Construction was the General Contractor

9. **City of Shenandoah – Tamina Broadway, Sweet Rest and Johnson Road Lift Stations**
   A. Wingo is the Electrical Subcontractor
   B. Subcontract Amount is $292,080
   C. Engineer is Bleyl Engineering
   D. PMG Project Management Group is the General Contractor

10. **Intercontinental Crossing MUD – Westfield 27 – Lift Station No. 2**
    A. Wingo was the Electrical Subcontractor
    B. Subcontract Amount was $63,000
    C. Engineer was Jones Engineering Solutions
    D. PMG Project Management Group was the General Contractor

11. **Park Vista At El Tesoro Lift Station**
    A. Wingo is the Electrical Subcontractor
    B. Subcontract Amount is $135,000
    C. Engineer is Pape-Dawson Engineers
    D. PMB Project Management Group is the General Contractor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2025

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	CONTACT NAME: Dee Bartlett	
Sanford & Tatum Insurance Agency	PHONE (A/C, No, Ext): (806) 792-5564	FAX (A/C, No): (806) 792-9344
PO Box 64790	E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
Lubbock TX 79464	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Company	35289
INSURED	INSURER B : Everest Indemnity Insurance Co	10851
Wingo Service Company, Inc	INSURER C : Texas Mutual Insurance Co.	22945
11173 Cox Rd	INSURER D : Ironshore Specialty Ins. Co.	25445
	INSURER E :	
Conroe TX 77385	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7094668350	10/13/2024	10/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution - Worksites	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7094631749	10/13/2024	10/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XC8EX00475-241	10/13/2024	10/13/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002038631	10/13/2024	10/13/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			PEO900772-05	10/13/2024	10/13/2025	Each Wrongful Act Aggregate Limit	$1,000,000 $1,000,000

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

The General Liability, Auto & Excess Liability Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto, Excess Liability & Workers' Comp. policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto, Excess Liability & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. The endorsement does not provide for notice of cancellation if the Named Insured requests cancellation.

CERTIFICATE HOLDER

City of Conroe
401 Sgt. Ed Holcomb Blvd. S.
Conroe TX 77304

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

Dianna Tatum

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AGENCY CUSTOMER ID: 00055563

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Sanford & Tatum Insurance Agency	Wingo Service Company, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

cancellation if the Named Insured requests cancellation.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

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Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/13/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002038631 of Texas Mutual Insurance Company effective on 10/13/24

Issued to: WINGO SERVICE COMPANY, INC.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

10/7/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization: ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NONCONTRIBUTORY FOR ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Sub-paragraph **a.** of **Paragraph 5. Other Insurance, SECTION IV – CONDITIONS** is replaced by the following:

5. Other Insurance

a. This insurance is excess over, and will not contribute with any "other insurance", whether primary, excess, contingent or on any other basis. However, "other insurance" does not include:

(1) Insurance specifically written as excess over this policy; or

(2) Insurance held by an additional insured described in paragraph **2.** of **SECTION II – WHO IS AN INSURED** for which they are listed as a named insured, but only under a written contract:

(a) Requiring a specific limit of insurance that is in excess of the "underlying limits of insurance";

(b) Requiring that this insurance be primary insurance and not contribute with that of the additional insured; and

(c) Executed prior to the loss.

In such case as described in sub-paragraph **(2)** above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

B. The followings definitions in **SECTION V. – DEFINITIONS** are deleted and replaced with the following:

5. "Other insurance" means insurance, or any type of self-insurance or other mechanism by which an insured arranges for the funding of legal liabilities, which is available to any insured and covers injury or damage to which this insurance applies, other than:

a. "Underlying insurance"; or

b. Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.

15. "Underlying insurance" means the "first underlying insurance", any self-insured retention and any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" will include any renewal or replacement of such policies.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V –DEFINITIONS** or the Definitions of the "first underlying insurance".

SECTION I - COVERAGES

A. Insuring Agreement

1. Excess Liability

We will pay on behalf of the insured the amount of the "ultimate net loss" in excess of the "underlying limits of insurance" to which this insurance applies. The coverage provided by this policy will:

a. Follow the terms, definitions, conditions and exclusions that are contained in the "first underlying insurance", unless otherwise directed by this policy, including any attached endorsements; and

b. Not be broader than that provided by the "first underlying insurance".

2. Defense

We will have the right, but not the duty to defend or associate in the defense of the insured against any suit seeking damages to which this insurance may apply. If we exercise such right, any expense related to such right will be “defense expenses” under this policy. After the limits of this policy are used up in the payment of:

a. Judgments;

b. Settlements; or

c. “Defense expenses”, if “defense expenses” are included within and erode the limits of insurance of the “first underlying insurance”,

we will not provide any defense under this policy.

B. Exclusions

This insurance does not apply to:

1. Asbestos

a. Any liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos.

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any insured or by any other person or entity.

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2. Nuclear

a. Any liability:

(1) With respect to which the insured is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, **(b)** the insured is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. Any liability resulting from the hazardous properties of "nuclear material", if:

(1) The "nuclear material" **(1)** is at any "nuclear facility" owned by the insured or operated by the insured or on the Insured's behalf, or **(2)** has been discharged or dispensed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the insured or on the insured's behalf; or

(3) The liability arises out of the furnishing by the insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to property damage to such "nuclear facility" and any property thereat.

For the purposes of this exclusion, liability for property damage includes all forms of radioactive contamination of property.

3. First Party Auto

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

4. Pollution

a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "first underlying insurance".

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SECTION II - WHO IS AN INSURED

The following persons and organizations are insured under this insurance:

1. Any person or organization qualifying as such under the “first underlying insurance”.

2. Any additional insured qualifying as such under the "first underlying insurance", but only:

a. To the extent of the insurance provided the additional insured under the “first underlying insurance”, and not otherwise excluded by this policy; and

b. Where coverage is required to be provided to an additional insured under a contract or agreement. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:

i. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or

ii. The Limits of Insurance shown in the Declarations of this policy.

3. Newly acquired or formed organizations, if:

a. The organization is acquired by you during the policy period through consolidation, purchase of assets, merger, or assumption of control and active management;

b. The “first underlying insurance” and all other “underlying insurance” have added the organization as an insured;

c. You provide notice to us; and

d. We endorse the organization as an insured onto this policy.

Any newly acquired or formed organizations endorsed onto this policy may be subject to an additional premium and to a premium audit.

SECTION III - LIMITS OF INSURANCE

A. The Limits of Insurance shown under this policy's Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. Claims made, “suits” brought, or number of vehicles involved; or

3. Persons or organizations making claims or bringing “suits”.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy only applies in excess of the "underlying limits of insurance".

2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance". The Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance".

3. Subject to Paragraph **B. 2.** above, the Each Occurrence limit is the most we will pay for the sum of all "ultimate net loss" arising out of any one “occurrence” to which this policy applies.

C. If “defense expenses” are included within and erode the limits of insurance of the “first underlying insurance” then “defense expenses” are included within and erode the Limits of Insurance of this policy on the same basis as the “first underlying insurance”. If “defense expenses” do not reduce the limits of insurance of the “first underlying insurance” then they do not reduce the Limits of Insurance of this policy.

D. If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the Aggregate Limit, as described in Paragraph **B. 2.** above.

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E. If a limit of insurance of the "underlying insurance" applies on an aggregate basis, and;

1. When such limit has been exhausted by payment of "suits", claims or "defense expenses" arising solely out of "occurrences" which took place during this policy period, this insurance applies excess of such exhausted limit; or

2. When such limit has been reduced or exhausted by payment of "suits", claims or "defense expenses" arising out of "occurrences" which took place before or after this policy period, this insurance applies as if such payments had not been made.

SECTION IV – CONDITIONS

1. Appeals

a. If the "underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "underlying limits of insurance", we may do so at our own expense.

b. We will be liable for taxable costs, pre- and post- judgment interest and disbursements associated with such appeal. Such payments will not reduce the Limits of Insurance.

2. Bankruptcy

a. Bankruptcy or Insolvency of Insured (Or Inability To Pay)

Bankruptcy or insolvency of the insured or the insured's estate does not relieve us of our duties**.**

b. Bankruptcy or Insolvency of Underlying Insurer

If any "underlying insurer" becomes bankrupt or insolvent, this insurance:

(1) Does not replace such "underlying insurance"; and

(2) Applies as though such "underlying insurance" was available and collectible.

3. Duties In The Event of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and witnesses;

(3) The nature and location of any injury or damage arising out of the "occurrence"; and

(4) All information available to identify this policy, including the name of any "insured".

b. If a claim is made or "suit" is brought against any insured which may result in a claim under this policy, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

c. For any claim or "suit" which may result in a claim under this policy, you and any other involved insured or their representative must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;

(5) Take all necessary steps to protect any insured's and our interests;

(6) Cooperate with "underlying insurers", as required by their terms and conditions;

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(7) Not at any time make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or "suit" without our written consent;

(8) If any "underlying insurer" denies coverage for any reason, see to it that we receive written notice of such denial as soon as practicable. Such notice will contain the reason for such denial as stated by the "underlying insurer".

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "ultimate net loss" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and will not contribute with any "other insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this insurance.

b. When this insurance is excess over "other insurance", we will pay only our share of the loss that exceeds the sum of:

(1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self insured amounts under all that "other insurance".

6. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The Premium for this policy, as stated in 6. of the Declarations is not subject to an adjustment unless a rate is stated in the Declarations or an endorsement is attached to this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first named insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be distributed as follows:

a. First, we will be entitled to recover to the extent of our payment; and

b. Next, any remaining amounts will be paid to the "underlying insurers" or any other party to the extent of their payment.

The expenses of the recovery will be distributed in proportion to the share of each party's recovery. But, if we conduct the recovery proceedings by ourselves:

i. We will pay all expenses; and

ii. If we make a recovery, we will be reimbursed in full from the recovery for our expenses before the recovery is distributed.

10. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this policy will not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional. However, you must report such failure or any omission to us as soon as practicable after its discovery.

12. Maintenance of Underlying Insurance

a. You will maintain all of the "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations in full force and effect throughout this policy period, except for reduction of aggregate limits due to payment of claims, settlements or judgments.

b. Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.

c. You will notify us as soon as practicable when any "underlying insurance" is changed or no longer in effect.

d. The first Named Insured will furnish us, a complete copy of the "underlying insurance" and any subsequently issued endorsements.

13. Endorsements To This Policy

Reference to Commercial Liability Umbrella or Commercial Excess Liability Coverage Part in any endorsement that is attached to or made a part of this policy will mean this policy.

14. Minimum Premium And Minimum Earned Premium

Earned premium will be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations. In the event of cancellation by you, there will be no return of any portion of the Minimum Earned Premium.

15. Office of Foreign Assets Control

Payments of loss under this insurance will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

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SECTION V – DEFINITIONS

1. "Defense expenses" mean payments allocated to a specific claim or "suit" for its investigation, settlement, or defense, including:

a. Attorney fees and all other litigation expenses;

b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance;

c. The approved Claims Organization service expenses or fees;

d. All court costs taxed against the insured in the claim or "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured;

e. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable self insured retention;

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable self-insured retention; and

g. Any amount under Paragraph **A. 2**. of **SECTION I-COVERAGES**.

"Defense expenses" do not include normal operating expenses, salaries or expenses of our employees or your employees.

2. "Hazardous properties" includes radioactive, toxic or explosive properties.

3. "First underlying insurance" means the policy listed in the Declarations under the schedule of "underlying insurance" as the "first underlying insurance".

4. "Occurrence" as defined in the "first underlying insurance" applies to this insurance, whether described as an "occurrence", injury, accident, offense, act, incident, error, omission, event or wrongful act.

5. "Other insurance" means insurance which is available to any insured and covers injury or damage to which this insurance applies, other than:

a. "Underlying insurance"; or

b. Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.

6. "Nuclear facility" means:

a. Any nuclear reactor;

b. Any equipment or device designed or used for **(i)** separating the isotopes of uranium or plutonium, **(ii)** processing or utilizing "spent fuel", or **(iii)** handling, processing or packaging "nuclear waste";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "nuclear waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. "Nuclear material" means "source material", "special nuclear material" or "by-product material".

8. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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9. “Nuclear waste” means any waste material **(a)** containing “by-product material” and **(b)** resulting from the operation by any person or organization of a “nuclear facility” included within the definition of “nuclear facility”.

10. “Pollutants” mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. “Pollution cost or expense” means any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

b. Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

12. “Source material”, “special nuclear material” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.

13. “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

14. "Suit" as defined in the “first underlying insurance” applies to this insurance. If the term “suit” is not defined in the “first underlying insurance”:

a. “Suit” means a civil proceeding in which damages to which this insurance applies are alleged; and

b. “Suit” includes **(1)** an arbitration proceeding in which such damages are claimed and to which any insured must submit or does submit with our consent; and **(2)** any other alternative dispute resolution proceeding in which such damages are claimed and to which any insured submits with our consent.

15. "Underlying insurance" means the "first underlying insurance", any self-insured retention and any policies of insurance listed in the Declarations under the schedule of "underlying insurance". “Underlying insurance” will include any renewal or replacement of such policies and any “other insurance” available to you.

16. "Underlying limits of insurance" means the total sum of the limits of all applicable "underlying insurance" listed under this policy's Declarations.

17. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

18. "Ultimate net loss" means the total sum, after reduction for recoveries, salvages collectible and “other insurance”, that the insured becomes legally obligated to pay as damages under this policy by reason of settlements, judgments, arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

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Meeting Date: 05/07/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Hearing

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

Description
Conduct a Public Hearing Concerning the Resolution Declaring Conroe as Having a Population Greater Than 100,000 Persons.

Summary / Recommendation
Following Discussion on the Resolution Declaring Conroe as Having a Population Greater Than 100,000 Conduct a Public Hearing to Receive Public Comment.

Attachments

Resolution Declaring 100,000 Popultation

CERTIFICATE FOR RESOLUTION

I.

On the 8th day of May 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 Howard Wood, Shana Arthur, David Hairel and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF CONROE, TEXAS, DECLARING THE CITY OF CONROE, TEXAS TO HAVE A POPULATION OVER 100,000 PERSONS.

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 8th day of May, 2025.

_____

SAMI H. QUINLAN, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF CONROE, TEXAS, DECLARING THE CITY OF CONROE, TEXAS TO HAVE A POPULATION OVER 100,000 PERSONS.

* * * * * * * * * * *

WHEREAS, the City of Conroe has experienced an unprecedented growth since the most recent census in 2020;

WHEREAS, the population of the City of Conroe in January 2023 was estimated at 108,242 persons by Neilsberg Research Foundation, in January of 2025 was estimated to be 119,576 persons by the 2025 World Population Review, and was estimated in 2025 to be 122,507 persons per Texas Demographics; and

WHEREAS, the City of Conroe has been recognized by multiple sources on multiple occasions to be one of the fastest growing Cities in America; and

WHEREAS, the City of Conroe's historic growth has been well documented and published by many reports, reviews, and writings; and

WHEREAS, the City of Conroe is continuing to grow at an accelerated rate and expects this growth to continue for many years to come.

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

THAT, the City of Conroe City Council declares the City to have a population in excess of 100,000 persons, is increasing its Extraterritorial Jurisdiction from three and one-half (3 ½) miles to five (5) miles, and assumes all the responsibilities and benefits thereof.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 8th day of May, 2025.

_____

DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____

MIKE GARNER
City Attorney

ATTEST:

_____

SAMI H. QUINLAN
Assistant City Secretary

Meeting Date: 05/07/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Other

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

Description
Discuss the Re-Organization of the Engineering Department.

Summary / Recommendation
Discuss the Re-Organization of the Engineering Department.

Meeting Date: 05/07/2025
Department: Community Development
Contact: Nancy Mikeska, Deputy City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Deputy City Administrator and Community Development Director

Workshop

Item Type: Resolution

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

Description
Discuss a Resolution consenting to the addition of approximately 69.974 acres of territory, more or less, within the Boundaries of Montgomery County Municipal Utility No. 211.

Summary / Recommendation
Discuss a Resolution consenting to the addition of approximately 69.974 acres of territory, more or less, within the Boundaries of Montgomery County Municipal Utility No. 211.

Attachments

MUD 211 Petition to Add 69+ Acres
MUD 211 Survey for 69+ Acres
MUD 211 M & B for 69+ Acres
MUD 211 Resolution for Adding 69+ Acres

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

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

The undersigned, M/I HOMES OF HOUSTON, LLC, a Delaware limited liability company (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Conroe, Texas (the "City"), for its written consent to the annexation by the District of approximately 69.974 acres of land described by metes and bounds in **Exhibits A-1, A-2, and A-3** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on July 11, 2022. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Montgomery Central Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Montgomery County, Texas.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Montgomery County, Texas. No part of the Land is within the extraterritorial jurisdiction (as such term is defined in Texas Local Government Code, Section 42.021 et seq., as amended) or corporate limits of any incorporated city, town, or village. All of the Land may properly be annexed into the District.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, and road facilities.

V.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Montgomery County, Texas, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, and road facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, and such road facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is $8,590,000.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on March 24, 2025.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 211

By: _____

Name: JOHN BUFORD

Title: President

ATTEST:

By: _____

Name: AUSTIN GOINGS

Title: Secretary

(SEAL)

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211 TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 24, 2025, by John Buford, as President, and Austin Goings, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211, a political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC STATE OF TEXAS
RACHEL WOOTEN
My Notary ID # 131588021
Expires May 31, 2026

(NOTARY SEAL)

_____
Notary Public, State of Texas

M/I HOMES OF HOUSTON, LLC,
a Delaware limited liability company

By: _____
Brannon Boozer,
Vice President of Land

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

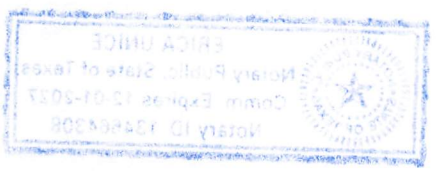
This instrument was acknowledged before me on March 18, 2025, by Brannon Boozer, Vice President of Land of M/I Homes of Houston, LLC, a Delaware limited liability company, on behalf of said limited liability company.

ERICA UNICE
Notary Public, State of Texas
Comm. Expires 12-01-2027
Notary ID 134664308

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:
Exhibits A-1, A-2, and A-3: Descriptions of the Land
Exhibit B: Conditions of the City

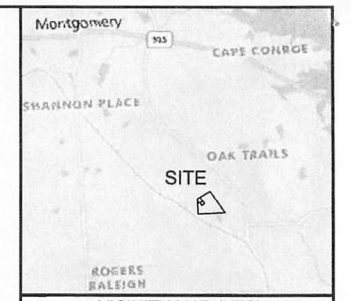




Line Table		
No.	Bearing	Length
L1	S87°14'44"W	48.43'
L2	N07°47'40"W	81.66'
L3	S85°12'51"W	133.67'
L4	N35°19'03"W	39.49'
L5	N55°28'46"E	23.34'

0 40' 80'
SCALE: 1" = 40'

LEGEND	
	PROPERTY LINE
	ADJOINER LINE
	CHAINLINK FENCE LINE
	BARBWIRE FENCE LINE
	GRATE INLET
	ELECTRIC METER
	ELECTRIC RISER
	POWER POLE
	ELECTRIC BOX
	LIGHT POLE
	TRANSFORMER
	ELECTRIC PEDESTAL
	WATER VAULT
	WATER VALVE
	WATER METER
	WATER RISER
	WATER WELL
	FIRE HYDRANT
	GAS METER
	CLEAN OUT
	SIGN #1
	AIR CONDITIONING UNIT
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	CABLE PEDESTAL
	FIBEROPTIC HANDHOLD
	FIBEROPTIC VAULT
	BOLLARD
	SANITARY MANHOLE
	SEPTIC LID
	PROPANE TANK



VICINITY MAP (NTS)

CALLED EXHIBIT A (TRACT 1)

Being 3.000 acres (130,680 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 3.000 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 2009031718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE North 59°28'20" East, 258.56 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres, same being the north line of the the herein described tract to a point for the northeast corner of the herein described tract;

THENCE South 35°19'03" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of the herein described tract to a point for the southeast corner of the herein described tract;

THENCE South 55°28'46" West, 270.31 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'03" West, 39.49 feet along a south line of the herein described tract to a point for an interior angle point;

THENCE South 69°12'51" West, 133.67 feet along a south line of the herein described tract to a point for the most southerly southwest corner of the herein described tract;

THENCE North 07°47'40" West, 81.66 feet along a southwest line of the herein described tract to a point for an interior southwest corner of the herein described tract;

THENCE South 87°14'44" West, 48.43 feet along a southwest line of the herein described tract to a point in the southeast line of said 123.962 acres common to the west line of said 69.974 acres for the most westerly southwest corner of the herein described tract;

THENCE North 02°48'09" West, 240.39 feet along said common line and the west line of the herein described tract to the **POINT OF BEGINNING** and containing 3.000 acres (130,680 sq. ft.) of land in Montgomery County, Texas.

CALLED EXHIBIT B (TRACT 2)

Being 2.000 acres (87,120 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 2.000 acres being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 2009031718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres;

THENCE North 59°28'20" East, 258.56 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres to a point for the northeast corner of a called 3.000 acres (Exhibit A) recorded under Clerk's File No. 2021015628 O.P.R.M.C.T.;

THENCE South 35°19'03" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of said 3.000 acres to a point for the southeast corner of said 3.000 acres;

THENCE North 55°28'46" East, 23.34 feet to a point for the north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 35°19'03" East, 296.71 feet along the northeast line of the herein described tract to a point for the east corner of the herein described tract;

THENCE South 55°28'46" West, 293.65 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'03" West, 296.71 feet along the southwest line of the herein described tract to a point for the west corner of the herein described tract;

THENCE North 55°28'46" East, 293.65 feet along the northwest line of the herein described tract to the **POINT OF BEGINNING** and containing 2.000 acres (87,120 sq. ft.) of land in Montgomery County, Texas.

The survey reflects boundary and easement information as per a commitment for title insurance issued by First American Title Insurance Company G.F. Number 2684457-FW26, effective October 21, 2024, issued November 07, 2024, no additional research regarding the existence of easements or restrictions of record has been performed by Landpoint.

EXCEPTIONS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT LISTED UNDER GENERAL NOTE 1

10a-d. Exceptions [Surveyor's remark: These are not survey items.]

10e. Easement:
Recorded: September 16, 1997 in County Clerk's File No. 9759097, of the Official Public Records, Montgomery County, Texas.[Surveyor's remark: Applies as shown and blanket in nature.]

10f. Easement:
Recorded: February 10, 2000 in County Clerk's File No. 2000-011265, of the Official Public Records, Montgomery County, Texas.[Surveyor's remark: Applies as shown and blanket in nature.]

10g. Easement: Access
Recorded: February 05, 2021 in County Clerk's File No. 2021015628, of the Official Public Records, Montgomery County, Texas. [Surveyor's remark: Applies as shown.]

10h-w. INTENTIONALLY DELETED

10x. Terms, conditions, provisions and stipulations contained in the document entitled Affidavit to the Public evidencing an on- site wastewater treatment system or on-site sewage facility (OSSF), as recorded on November 06, 1997, in County Clerk's File No. 9772020, Official Public Records, Montgomery County, Texas. [Surveyor's remark: Applies not plottable.]

10y-dd. Mineral Exceptions [Surveyor's remark: These are not survey items.]

10ee. Exceptions [Surveyor's remark: These are not survey items.]

NOTES:

1. Said described property is located within an area having a Zone designation "X" (unshaded) by the Federal Emergency Management Agency, on Flood Insurance Rate Map No. 48339C0350G, with a date of identification of August 18, 2014, for Community Number 480296.

   Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
2. Surface or subsurface faulting, hazardous waste, wetland designations or other environmental issues have not been addressed within the scope of the survey.
3. All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD83.
4. At the time of this survey, there is no evidence to suggest recent earth moving work, building construction or building additions on the subject tract.
5. At the time of this survey, the surveyor was not made aware of, nor was there any evidence to suggest proposed changes in street right-of-way lines or recent street or sidewalk construction.
6. There has not been any field delineation of wetlands by a qualified specialist hired by the client, there have not been any delineation markers observed in the process of surveying the Subject Property.
7. A Certificate of Insurance will be furnished upon request.
8. At the time of this survey there was no visual evidence of site use as a solid waste dump, sump or sanitary landfill.
9. At the time of this survey there was no visual evidence of cemeteries, gravesites or burial grounds.
10. There were no encroachments or setback violations observed in the process of fieldwork.
11. All utilities are shown per observed evidence only.

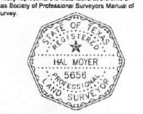
ABBREVIATIONS LEGEND

B.L.	BUILDING LINE
C.F.	CLERK FILE
FND	FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY, TEXAS
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
IR	IRON ROD
No.	NUMBER
OHE	OVERHEAD ELECTRIC
RCP	REINFORCED CONCRETE PIPE
RP	REAL PROPERTY RECORDS
STM	STORM
TBM	TEMPORARY BENCHMARK
VOL. PG.	VOLUME AND PAGE
W/	WITH

CERTIFIED TO:
M/I Homes of Houston, LLC, A Delaware Limited Liability Company is the Purchaser of both tracts.
The Owner of the 65 Acre tract should be "The Keep Holdings Unlimited LLC"
The Owner of the 5 Acre tract should be "Thomas Mills and Evangeline Joy Reed"
First American Title Guaranty Company

I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 4 Land Title Survey.

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: December 05, 2024
Revised Date: December 09, 2024 changed certification
Revised Date: December 16, 2024 Certification

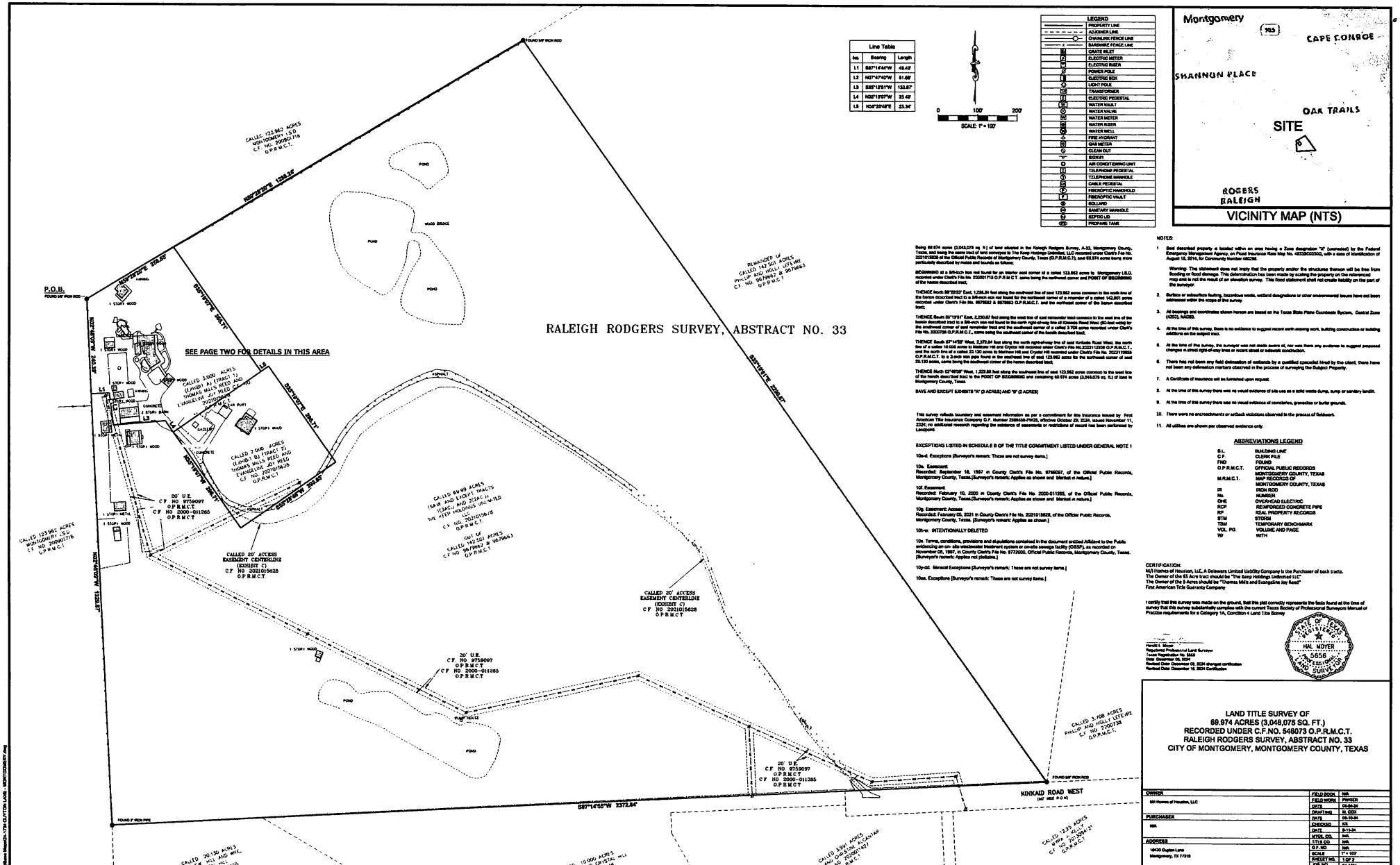


LAND TITLE SURVEY OF 69.974 ACRES (3,048,075 SQ. FT.) RECORDED UNDER C.F.NO. 546073 O.P.R.M.C.T. RALEIGH RODGERS SURVEY, ABSTRACT NO. 33 CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS

OWNER	FIELD BOOK	N/A
M/I Homes of Houston, LLC	FIELD WORK	PW/SER
	DATE	08-24-24
	DRAFTING	N. COX
PURCHASER	DATE	09-10-24
N/A	CHECKED	KS
	DATE	9-11-24
	MTGE. CO.	N/A
ADDRESS	TITLE CO.	N/A
18430 Dayton Lane Montgomery, TX 77356	G.F. NO.	N/A
	SCALE	1" = 40'
	SHEET NO	2 OF 2
	JOB. NO	24-1734

LANDPOINT 1311 BROADFIELD BLVD., SUITE 275 HOUSTON, TX 77084 TX FIRM NO. 10194220 PHONE: (800) 348-5354

X:\2024\24-1734\Working\Dwg Sheets\24-1734 DAYTON LANE - MONTGOMERY.dwg



Line Table		
No.	Bearing	Length
L1	S87°14'44"W	49.43'
L2	N07°47'40"W	81.68'
L3	S85°15'51"W	133.87'
L4	N35°19'57"W	85.49'
L5	N59°25'48"E	23.34'

0 100' 200'
SCALE: 1" = 100'

LEGEND	
	PROPERTY LINE
	ADJOINER LINE
	CHAINLINK FENCE LINE
	BARBWIRE FENCE LINE
	CRATE INLET
E	ELECTRIC METER
E	ELECTRIC RISER
	POWER POLE
E	ELECTRIC BOX
	LIGHT POLE
TR	TRANSFORMER
E	ELECTRIC PEDESTAL
WV	WATER VAULT
	WATER VALVE
WM	WATER METER
	WATER RISER
	WATER WELL
	FIRE HYDRANT
GM	GAS METER
	CLEAN OUT
"G"	SIGN #1
AC	AIR CONDITIONING UNIT
T	TELEPHONE PEDESTAL
T	TELEPHONE MANHOLE
CA	CABLE PEDESTAL
F	FIBEROPTIC HANDHOLD
F	FIBEROPTIC VAULT
	SOLLAND
S	SANITARY MANHOLE
	SEPTIC LID
PD	PROPANE TANK

VICINITY MAP (NTS)

Being 69.974 acres (3,048,075 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, said being the same tract of land conveyed to The Keep Holdings Underwood, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), said 69.974 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 2009901718 O.P.R.M.C.T. same being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE North 89°29'29" East, 1,298.34 feet along the southeast line of said 123.962 acres common to the south line of the herein described tract to a 5/8-inch iron rod found for the northwest corner of a remainder of a called 142.501 acres recorded under Clerk's File No. 9679662 & 9679663 O.P.R.M.C.T. and the northeast corner of the herein described tract;

THENCE South 35°19'51" East, 2,230.87 feet along the west line of said remainder tract common to the east line of the herein described tract to a 5/8-inch iron rod found in the north right-of-way line of Kinkaid Road West (60-foot wide) for the southwest corner of said remainder tract and the southeast corner of a called 3.708 acres recorded under Clerk's File No. 2100738 O.P.R.M.C.T., same being the southeast corner of the herein described tract;

THENCE South 87°14'55" West, 2,372.84 feet along the north right-of-way line of said Kinkaid Road West, the north line of a called 16.030 acres to Matthew Hill and Crystal Hill recorded under Clerk's File No.2022113938 O.P.R.M.C.T., and the north line of a called 23.130 acres to Matthew Hill and Crystal Hill recorded under Clerk's File No. 2022119635 O.P.R.M.C.T. to a 3-inch iron pipe found in the southeast line of said 123.962 acres for the southwest corner of said 20.130 acres, same being the southwest corner of the herein described tract;

THENCE North 02°45'05" West, 1,323.58 feet along the southeast line of said 123.962 acres common to the west line of the herein described tract to the POINT OF BEGINNING and containing 69.974 acres (3,048,075 sq. ft.) of land in Montgomery County, Texas.

SAVE AND EXCEPT EXHIBITS "A" (3 ACRES) AND "B" (2 ACRES)

This survey reflects boundary and easement information as per a commitment for title insurance issued by First American Title Insurance Company G.F. Number 2598456-FW25, effective October 23, 2024, issued November 11, 2024; no additional research regarding the existence of easements or restrictions of record has been performed by Landpoint.

EXCEPTIONS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT LISTED UNDER GENERAL NOTE 1

10a-d. Exceptions (Surveyor's remark: These are not survey items.)

10e. Easement:
Recorded: September 16, 1987 in County Clerk's File No. 8756057, of the Official Public Records, Montgomery County, Texas.(Surveyor's remark: Applies as shown and blanket in nature.)

10f. Easement:
Recorded: February 10, 2000 in County Clerk's File No. 2000-011265, of the Official Public Records, Montgomery County, Texas.(Surveyor's remark: Applies as shown and blanket in nature.)

10g. Easement; Access
Recorded: February 03, 2021 in County Clerk's File No. 2021015628, of the Official Public Records, Montgomery County, Texas. (Surveyor's remark: Applies as shown.)

10h-w. INTENTIONALLY DELETED

10x. Terms, conditions, provisions and stipulations contained in the document entitled Affidavit to the Public evidencing an on- site wastewater treatment system or on-site sewage facility (OSSF), as recorded on November 06, 1997, in County Clerk's File No. 9777000, Official Public Records, Montgomery County, Texas. (Surveyor's remark: Applies not plottable.)

10y-dd. Mineral Exceptions (Surveyor's remark: These are not survey items.)

10aa. Exceptions (Surveyor's remark: These are not survey items.)

NOTES:

1. Said described property is located within an area having a Zone designation "X" (unshaded) by the Federal Emergency Management Agency, on Flood Insurance Rate Map No. 48339C0230G, with a date of identification of August 18, 2014, for Community Number 480280.

   Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
2. Surface or subsurface faulting, hazardous waste, wetland designations or other environmental issues have not been addressed within the scope of the survey.
3. All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD83.
4. At the time of this survey, there is no evidence to suggest recent earth moving work, building construction or building additions on the subject tract.
5. At the time of the survey, the surveyor was not made aware of, nor was there any evidence to suggest proposed changes in street right-of-way lines or recent street or sidewalk construction.
6. There has not been any field delineation of wetlands by a qualified specialist hired by the client, there have not been any delineation markers observed in the process of surveying the Subject Property.
7. A Certificate of Insurance will be furnished upon request.
8. At the time of this survey there was no visual evidence of site use as a solid waste dump, sump or sanitary landfill.
9. At the time of this survey there was no visual evidence of cemeteries, gravesites or burial grounds.
10. There were no encroachments or setback violations observed in the process of fieldwork.
11. All utilities are shown per observed evidence only.

ABBREVIATIONS LEGEND

B.L.	BUILDING LINE
C.F.	CLERK FILE
FND	FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY, TEXAS
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
IR	IRON ROD
No.	NUMBER
OHE	OVERHEAD ELECTRIC
RCP	REINFORCED CONCRETE PIPE
RP	REAL PROPERTY RECORDS
STM	STORM
TBM	TEMPORARY BENCHMARK
VOL. PG.	VOLUME AND PAGE
W/	WITH

CERTIFICATION:
MJ Homes of Houston, LLC, A Delaware Limited Liability Company is the Purchaser of both tracts.
The Owner of the 63 Acre tract should be "The Keep Holdings Underwood LLC"
The Owner of the 6 Acres should be "Thomas Mills and Evangeline Joy Reed"
First American Title Guaranty Company

I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 4 Land Title Survey

Harold E. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: December 05, 2024
Revised Date: December 09, 2024 changed certification
Revised Date: December 16, 2024 Certification

STATE OF TEXAS REGISTERED HAL MOYER 5656 PROFESSIONAL LAND SURVEYOR

LAND TITLE SURVEY OF
69.974 ACRES (3,048,075 SQ. FT.)
RECORDED UNDER C.F.NO. 546073 O.P.R.M.C.T.
RALEIGH RODGERS SURVEY, ABSTRACT NO. 33
CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS

OWNER	FIELD BOOK	N/A
MH Homes of Houston, LLC	FIELD WORK	PW/SEH
	DATE	09-09-24
PURCHASER	DRAFTING	M. COX
	DATE	09-10-24
N/A	CHECKED	KS
	DATE	9-11-24
	NTGY. CO.	N/A
ADDRESS	TITLE CO.	N/A
18430 Dugton Lane	G.F. NO.	N/A
Montgomery, TX 77316	SCALE	1" = 100'
	SHEET NO.	1 OF 2
	JOB NO.	24-1734

LANDPOINT 1311 BROADFIELD BLVD., SUITE 270 HOUSTON, TX 77084 TX FIRM NO. 10194220 PHONE: (800) 346-3354

X:\2024\24-1734\Working\Survey Maps\24-1734 CLIFTON LANE - MONTGOMERY.dwg

EXHIBIT A-1

LANDPOINT

METES & BOUNDS DESCRIPTION
69.974 ACRES (3,048,075 SQ. FT.)
RALEIGH RODGERS SURVEY, A-33
MONTGOMERY COUNTY, TX

Being 69.974 acres (3,048,075 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being the same tract of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 69.974 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 200901718 O.P.R.M.C.T. same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE North 59°28'20" East, 1,288.24 feet along the southeast line of said 123.962 acres common to the north line of the herein described tract to a 5/8-inch iron rod found for the northwest corner of a rmainder of a called 142.501 acres recorded under Clerk's File No. 9679662 & 9679663 O.P.R.M.C.T. and tne northeast corner of the herein described tract;

THENCE South 35°19'51" East, 2,290.67 feet along the west line of said remainder tract common to the east line of the herein described tract to a 5/8-inch iron rod found in the north right-of-way line of Kinkaid Road West (60-feet wide) for the southwest corner of said remainder tract and the southwest corner of a called 3.708 acres recorded under Clerk's File No. 2200738 O.P.R.M.C.T., same being the southeast corner of the herein described tract;

THENCE South 87°14'55" West, 2,372.84 feet along the north right-of-way line of said Kinkaid Road West, the north line of a called 10.000 acres to Matthew Hill and Crystal Hill recorded under Clerk's File No.2022112939 O.P.R.M.C.T., and the north line of a called 20.130 acres to Matthew Hill and Crystal Hill recorded under Clerk's File No. 2022119655 O.P.R.M.C.T. to a 2-inch iron pipe found in the southeast line of said 123.962 acres for the northwest corner of said 20.130 acres, same being the southwest corner of the herein described tract;

THENCE North 02°46'09" West, 1,329.88 feet along the southeast line of said 123.962 acres common to the west line of the herein described tract to the **POINT OF BEGINNING** and containing 69.974 acres (3,048,075 sq. ft.) of land in Montgomery County, Texas.

SAVE AND EXCEPT EXHIBITS "A" (3 ACRES) AND "B" (2 ACRES)



Landpoint, LLC
1311 Broadfield Blvd., Suite 275
Houston, TX 77084
TBPELS Firm No. 10194220
Job No. 24-1734

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: 02/19/2025

Save and Except
Exhibit "A"

LANDPOINT

METES & BOUNDS DESCRIPTION
3.000 ACRES (130680 sq. ft.)
RALEIGH RODGERS SURVEY, A-33
MONTGOMERY COUNTY, TX

Being 3.000 acres (130,680 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 3.000 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 200901718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE North 59°28'20" East, 258.55 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres, same being the north line of the the herein described tract to a point for the northeast corner of the herein described tract;

THENCE South 35°19'07" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of the herein described tract to a point for the southeast corner of the herein described tract;

THENCE South 55°28'46" West, 270.31 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'07" West, 35.49 feet along a south line of the herein described tract to a point for an interior angle point;

THENCE South 85°12'51" West, 133.87 feet along a south line of the herein described tract to a point for the most southerly southwest corner of the herein described tract;

THENCE North 07°47'40" West, 81.66 feet along a southwest line of the herein described tract to a point for an interior southwest corner of the herein described tract;

THENCE South 87°14'44" West, 46.43 feet along a southwest line of the herein described tract to a point in the southeast line of said 123.962 acres common to the west line of said 69.974 acres for the most westerly southwest corner of the herein described tract;

THENCE North 02°46'09" West, 240.39 feet along said common line and the west line of the herein described tract to the **POINT OF BEGINNING** and containing 3.000 acres (130,680 sq. ft.) of land in Montgomery County, Texas.



Landpoint, LLC
1311 Broadfield Blvd., Suite 275
Houston, TX 77084
TBPELS Firm No. 10194220
Job No. 24-1734

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: 02/19/2025

LANDPOINT

Save and Except
Exhibit "B"

METES & BOUNDS DESCRIPTION
2.000 ACRES (87,120 sq. ft.)
RALEIGH RODGERS SURVEY, A-33
MONTGOMERY COUNTY, TX

Being 2.000 acres (87,120 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 2.000 acres being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 200901718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres;

THENCE North 59°28'20" East, 258.55 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres to a point for the northeast corner of a called 3.000 acres (Exhibit A) recorded under Clerk's File No. 2021015628 O.P.R.M.C.T.;

THENCE South 35°19'07" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of said 3.000 acres to a point for the southeast corner of said 3.000 acres;

THENCE North 55°28'46" East, 23.34 feet to a point for the north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 35°19'07" East, 296.71 feet along the northeast line of the herein described tract to a point for the east corner of the herein described tract;

THENCE South 55°28'46" West, 293.65 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'07" West, 296.71 feet along the southwest line of the herein described tract to a point for the west corner of the herein described tract;

THENCE North 55°28'46" East, 293.65 feet along the northwest line of the herein described tract to the **POINT OF BEGINNING** and containing 2.000 acres (87,120 sq. ft.) of land in Montgomery County, Texas.



Landpoint, LLC
1311 Broadfield Blvd., Suite 275
Houston, TX 77084
TBPELS Firm No. 10194220
Job No. 24-1734

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: 02/19/2025

EXHIBIT A-2

LANDPOINT

METES & BOUNDS DESCRIPTION
3.000 ACRES (130680 sq. ft.)
RALEIGH RODGERS SURVEY, A-33
MONTGOMERY COUNTY, TX

Being 3.000 acres (130,680 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 3.000 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 200901718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE North 59°28'20" East, 258.55 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres, same being the north line of the the herein described tract to a point for the northeast corner of the herein described tract;

THENCE South 35°19'07" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of the herein described tract to a point for the southeast corner of the herein described tract;

THENCE South 55°28'46" West, 270.31 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'07" West, 35.49 feet along a south line of the herein described tract to a point for an interior angle point;

THENCE South 85°12'51" West, 133.87 feet along a south line of the herein described tract to a point for the most southerly southwest corner of the herein described tract;

THENCE North 07°47'40" West, 81.66 feet along a southwest line of the herein described tract to a point for an interior southwest corner of the herein described tract;

THENCE South 87°14'44" West, 46.43 feet along a southwest line of the herein described tract to a point in the southeast line of said 123.962 acres common to the west line of said 69.974 acres for the most westerly southwest corner of the herein described tract;

THENCE North 02°46'09" West, 240.39 feet along said common line and the west line of the herein described tract to the **POINT OF BEGINNING** and containing 3.000 acres (130,680 sq. ft.) of land in Montgomery County, Texas.



Landpoint, LLC
1311 Broadfield Blvd., Suite 275
Houston, TX 77084
TBPELS Firm No. 10194220
Job No. 24-1734

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: 02/19/2025

EXHIBIT A-3

LANDPOINT

METES & BOUNDS DESCRIPTION
2.000 ACRES (87,120 sq. ft.)
RALEIGH RODGERS SURVEY, A-33
MONTGOMERY COUNTY, TX

Being 2.000 acres (87,120 sq. ft.) of land situated in the Raleigh Rodgers Survey, A-33, Montgomery County, Texas, and being situated in and a part of 69.974 acres of land conveyed to The Keep Holdings Unlimited, LLC recorded under Clerk's File No. 2021015628 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T); said 2.000 acres being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod found for an interior east corner of a called 123.962 acres to Montgomery I.S.D. recorded under Clerk's File No. 200901718 O.P.R.M.C.T. and the northwest corner of said 69.974 acres;

THENCE North 59°28'20" East, 258.55 feet along the southeast line of said 123.962 acres common to the north line of said 69.974 acres to a point for the northeast corner of a called 3.000 acres (Exhibit A) recorded under Clerk's File No. 2021015628 O.P.R.M.C.T.;

THENCE South 35°19'07" East, 385.71 feet departing said common line over and across said 69.974 acres along the east line of said 3.000 acres to a point for the southeast corner of said 3.000 acres;

THENCE North 55°28'46" East, 23.34 feet to a point for the north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 35°19'07" East, 296.71 feet along the northeast line of the herein described tract to a point for the east corner of the herein described tract;

THENCE South 55°28'46" West, 293.65 feet along the southeast line of the herein described tract to a point for the south corner of the herein described tract;

THENCE North 35°19'07" West, 296.71 feet along the southwest line of the herein described tract to a point for the west corner of the herein described tract;

THENCE North 55°28'46" East, 293.65 feet along the northwest line of the herein described tract to the **POINT OF BEGINNING** and containing 2.000 acres (87,120 sq. ft.) of land in Montgomery County, Texas.



Landpoint, LLC
1311 Broadfield Blvd., Suite 275
Houston, TX 77084
TBPELS Firm No. 10194220
Job No. 24-1734

Harold L. Moyer
Registered Professional Land Surveyor
Texas Registration No. 5656
Date: 02/19/2025

EXHIBIT "B"

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Conroe, or otherwise acquiring waterworks systems, sanitary sewer collection and treatment systems and drainage facilities, roads, and parks and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Notwithstanding the foregoing, the District may, in addition, issue refunding bonds of any type permitted by Texas law, including, without limitation, current or exchange refunding bonds and advance refunding bonds. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds not later than any date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and, except for refunding bonds, shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any premium as well as the interest rate borne by such bonds, shall not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) No land will be added or annexed to the District until the City of Conroe has given its written consent by resolution of the City Council to such addition or annexation.

(c) The District, its directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative before the commencement of any construction within the District all plans and specifications. All water wells, water meters, all valves, pipes and appurtenances installed or used within the District shall conform to the specifications of the City of Conroe. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District shall comply with the city of Conroe's standard plans and specifications. The District will advertise for bids for all construction contracts calling for the expenditure of more than $150,000 and will endeavor to receive four (4) or more bids for all work. Prior to the construction of such facilities within the District, the District, or its engineer, shall give

written notice by registered or certified mail to the City of Conroe, stating the date that such construction will be commenced. The construction of the District's water, sanitary, sewer and drainage facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Conroe, and during the progress of the construction and installation of such facilities, the City of Conroe or an employee thereof, shall be permitted *to* make periodic on-the-ground inspections.

(d) Prior to the construction or installation of additions; water wells within the District, the District, its Directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative plans and specifications with respect to the construction of such wells, together with such information concerning the projected usages of water to be supplied from such wells as may reasonably be necessary to demonstrate that the construction and operation of such additional wells will have no materials adverse effect upon the underlying water bearing strata within the City of Conroe limits and its extraterritorial jurisdiction.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

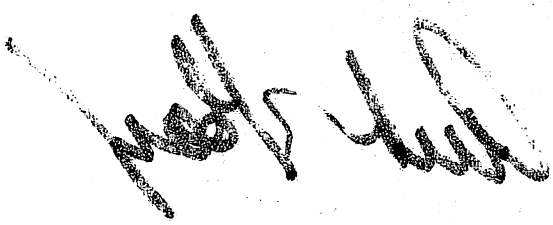
I, the undersigned Secretary of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Montgomery County Municipal Utility District No. 211 that was filed with the Board of Directors of the District on March 24, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on March 24, 2025.

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211

By: _____
Secretary, Board of Directors

(SEAL)



CERTIFICATE FOR RESOLUTION

I.

On the 8th day of May 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 Howard Wood, Shana Arthur, David Hairel and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF THE MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211.

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 _____, 2025.

_____

SAMI H. QUINLAN, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE ADDITION OF TERRITORY WITHIN THE BOUNDARIES OF THE MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 211.

* * * * * * * * * * *

WHEREAS, by Ordinance No. 2604-22, passed and approved on February 10, 2022 (the "Ordinance "), the City Council of the City of Conroe, Texas, granted its consent to the creation of Montgomery County Municipal Utility District No. 211 (the "District"); and

WHEREAS, such consent was given upon and subject to the terms and conditions set forth in the Ordinance (the "Consent Conditions"); and

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

WHEREAS, by petition dated March 18, 2025, a copy of which petition is attached hereto as Exhibit A and incorporated herein by reference, M/I HOMES OF HOUSTON, LLC, a Delaware limited liability company joined by the District has requested the City's consent to the District's annexation of 69.974 acres of land described in the petition attached hereto as Exhibit A and incorporated herein by reference, said land to be annexed and included within the boundaries of the District and made subject to the previously established Consent Conditions prescribed by the Ordinance; and

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

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

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

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

Section 3. The District agrees to not to alter the District boundaries, whether sub-dividing, increasing/adding, or decreasing the boundaries, without the consent of the City, regardless of legislative or state granted authority to do so.

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

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

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

ATTEST:

_____
Mike Garner, City Attorney

_____
SAMI H. QUINLAN, Assistant City Secretary

Meeting Date: 05/07/2025
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 Kyler 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 May, 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 May, 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 Keaton Hineman and Kyler Ferris 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 Keaton Hineman and Kyler Ferris expire in April 2025; and

WHEREAS, Keaton 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 Keaton 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: 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 APPROVED this the _____ day of May, 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: 05/07/2025
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 engaging a law firm, not to exceed $75,000.00, for matters related to review of and recommending amendments to the City's Home Rule Charter.

Summary / Recommendation

Consider a resolution authorizing the City Administrator and City Attorney to engage a law firm, not to exceed $75,000.00, to review the City's Home Rule Charter and recommend and advise on proposed amendments to the Charter, as authorized by Section 11.13 of the Charter and Chapter 9 of the Texas Local Government Code.

Meeting Date: 05/07/2025
Department: Legal
Contact: Mike Garner, City Attorney
Submitted By: Mike Garner, City Attorney

Workshop

Item Type: Ordinance

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

Description
Discuss an Ordinance to Article VII, Chapter 58 of the City's Code of Ordinance relating to management of the City's rights-of-way.

Summary / Recommendation
This ordinance if passed, it will amend certain of sections of Article VII, Chapter 58 Right-of-Way Management of the City's Code of Ordinances. The proposed changes to the Article VII will: 1) increase the permit application fees; 2) limit permits to a defined area and prohibit activity in rights-of-way of City capital improvement projects; 3) requirement for liability insurance and surety bonds for ROW restoration; 4) Citizen notification and conflict resolution procedures; 5) existing infrastructure identification; 6) reinspection fees; 7) worksite access by City personnel; 8) civil penalties and work stoppage for ROW restoration failure; 9) requirements that work commence within three months of permit issuance and completion within 180 days of issuance; and 10) increased fines for Criminal violations.

Attachments

Dynamic/Garner/Public Works

CERTIFICATE FOR ORDINANCE

I.

On the ____ day of May, 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 Ordinance, to-wit:

ORDINANCE NO. ____-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING, ARTICLE VII, CHAPTER 58 OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS RELATED TO RIGHT-OF-WAY MANAGEMENT; EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

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

IV.

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

SIGNED AND SEALED this ____ day of May, 2025.

_____

SAMI H. QUINLAN, Interim City Secretary

ORDINANCE NO. ____-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING, ARTICLE VII, CHAPTER 58 OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS RELATED TO RIGHT-OF-WAY MANAGEMENT; EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, Article VII, Chapter 58 of the Code of Ordinance, City of Conroe, Texas, has been adopted to protect the City's infrastructure located in the rights-of-way, minimize the disruption of pedestrian and vehicular traffic, and 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 to limit visual obstruction and distraction of motor vehicle operators, prevent litter, prevent visual blight; and

WHEREAS, the proposed amendments herein to Article VII of Chapter 58 further advance legitimate governmental interests of protecting the City's infrastructure and traffic safety and the regulations contained therein go no farther than reasonably necessary to accomplish such objectives.

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

Section 1. The recitals set forth in the preamble to this ordinance are adopted as the findings and determinations of the City Council.

Section 2. Article VII, Chapter 58, Code of Ordinances, City of Conroe, Texas, is hereby amened by deleting the struck through the language and inserting the underlined language of Article VII.

Sec. 58-324. Permit required for construction in right-of-way; exceptions.

. . .

(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 ~~$100.00~~ $500.00 expecting to feel but. For applications requiring in excess of five hours of review time an additional fee of ~~$30.00~~ $100.00 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 ~~$500.00~~ $1,000.00. 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.

(d) A permit shall state the person's construction schedule. A permit shall not issue for more than contiguous _____ linear feet of

utility infrastructure nor for any right-of-way in a City capital improvement project is ongoing.

(e) An applicant must maintain liability insurance consistent with the same coverage amounts and terms required by Section 58-328 during the course of any work authorized by an issued permit. The coverage provided shall be on an "occurrence" basis and shall include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion, and collapse hazards. Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than thirty (30) days before cancellation, failing to renew, or reducing policy limits. The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.

(f) The user shall file a surety bond from a surety company authorized to do business in the State of Texas in the amount of five hundred thousand dollars ($5000,000.00) to guarantee the restoration of the right-of-way in the event the user leaves a job site in the right-of-way unfinished, incomplete, or unsafe.

(g) Each application shall include the applicant's procedure for notifying resident and property of owners of pending construction under the per and Conflict Resolution Plan for residents and property owners to address damage to private property, consistent with the requirement of Section 58-326.5 of this article.

Sec. 58-325. General standards for construction in rights-of-way.

. . .

(e) Persons constructing in the right-of-way are responsible for obtaining line locations from all affected utilities at least 48 hours in advance of beginning any work and are responsible for verifying the location by hand digging or other appropriate methods not to include use of GIS maps. 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. If a person fails to retore the right-of-way to a

condition that is equal to or better than its condition prior to the construction or fails to meet the requirements of the permit for construction, the Director of Public Works shall impose a fee $120.00 of the construction site for each reinspection.

(g) Access to site. All construction and installation in the right-of-way shall be in accordance with the permit for the structures. The public works director shall be provided access to the work and to such further information as may reasonably be required to ensure compliance with the permit. A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the public works director at all times when construction or installation work is occurring.

(h) The Director of Public Works may issue a stop work order for any permitted project under this Article upon any deviation of the approved plans under the permit or any violation of this Article, the Code of Ordinances, the City's design manual, or State and Federal laws and regulations. The Director of Public Works shall also levy civil penalties as provided in Appendix A. Civil penalties must be paid within 15 days. The Director of Public Works shall deny all future permits under this Article until such civil penalties as paid in full.

Sec. 58-326. 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~~ three months after approval of the application and shall ~~diligently pursue installation to completion, otherwise such permit shall~~ expire in 180 days from issuance. All permits shall expire within six months of issuance. The director may in his sole discretion grant reasonable extensions of time as requested by the network provider.

Sec. 58-326.5. Resident notification and Conflict Resolution Plan.

(a) Persons issued a permit under this article shall notify residents or property owners of pending construction 14 days prior to commence of construction through the use of door hangers, mailings, and social media message boards.

(b) Persons issued a permit under this article shall provide a Conflict Resolution Plan for residents and property owners to address damage to private property. The plan shall include the person's phone numbers and e-mail addresses for addressing damage to private property.

. . .

Sec. 58-331. 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 ~~$500.00~~ $2,000.00. In cases of continuing violation, each separate day that a violation continues constitutes a separate offense.

Section 3. A violation of this ordinance shall be punishable upon conviction by a fine in an amount not to exceed $,2,000.00 as provided by Section 1-13, Code of Ordinances, of the City of Conroe, Texas.

Section 4. 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 5. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of Conroe at least twice within ten days after passage. This Ordinance shall become effective upon the expiration of ten (10) days following the date of its passage, and upon publication, as provided herein.

PASSED AND APPROVED this ____ day of May, 2025.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM: ATTEST:

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

Meeting Date: 05/07/2025
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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