Mayor
Duke W. Coon

Mayor Pro Tem
John Sellars

Council Member, Place 1
David Hairel

Council Member, Place 2
Shana R. Arthur

Council Member, Place 3
Kristin Hoisington

Council Member, Place 4
Ken Blevins

City Administrator
David M. Willard

Interim City Attorney
Olson & Olson

City Secretary
Sami H. Quinlan

CITY OF CONROE

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

AUGUST 27, 2026 - 9:30 A.M.

HB 1522 Taxpayer Impact Statement

This statement shows the estimated annual property tax bill for a median-valued homestead in Conroe ($232,000), comparing the **current tax rate**, the **no-new-revenue rate**, and the **proposed tax rate options**.

Tax Rate Scenario	Tax Rate per $100 Valuation	Estimated Annual Tax Bill	Difference from Current FY
Current FY 25-26	$0.4272	$991.10	N/A
No-New-Revenue Rate	$0.4270	$990.64	($0.46)
Proposed FY 26-27*	TBD	N/A	N/A

Proposed Budget:

Can be found online at https://www.cityofconroe.org/services/finance/financial_reports

Notes:

*The City Council will consider/propose a tax rate on August 27, 2026.

CALL TO ORDER

ROLL CALL

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

INVOCATION/PLEDGE

CITIZEN INQUIRIES – NOT TO EXCEED 30 MINUTES

Citizen inquires are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations in respect to any person. The Citizen Inquiry Form is available on the table outside of the Council Chambers and

must be 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.

AGENDA

1. Discuss and Consider a Resolution authorizing and approving the execution of a grant agreement with the Texas Water Development Board in the amount of $15,000,000.00, authorizing the execution of an escrow agreement, delegating to certain City officials and staff the authority to effectuate matters herein resolved, and other matters related thereto.
   B. Taylor

2. Presentation to update the City Council on the status of the Impact Fee Study and seek direction.
   B. Taylor

3. Presentation to update the City Council on the status of the Drainage Fee Study and seek direction.
   B. Taylor

4. Discuss and Consider the CenterPoint agreement to provide service to the Water Plant No. 32 site.
   B. Taylor

5. Discuss and Consider the bid for mowing services for the City of Conroe facilities, parks and other municipal sites.
   B. Taylor

6. Discuss and Consider the bids for Turf Management Carl Barton Jr. Park.
   B. Taylor

7. Discuss and Consider Updating Civil Service Police Compensation Ranges for Fiscal Year 2026-2027.
   J. Buckholtz

8. Discuss and Consider possible action regarding an Ordinance of the City Council of the City of Conroe, Texas, disannexing and removing approximately 1.5 acres of land from the corporate limits of the City; and providing for other related matters.
   Olson and Olson

9. Discuss and Consider adoption of an Ordinance consenting to a petition for consent to annex land into Montgomery County Municipal Utility District No. 56 and providing conditions to the granting of consent.
   Olson and Olson

10. Discuss and Consider approval of the Montgomery County Emergency Communication District Budget for FY 2027.
    Olson and Olson

11. Discussion of Charter Section 7.04 Council Authority Versus Citizen Petition Process for Placing Measures on the Ballot: ("The Flock Discussion That Should Have Happened").
    Councilman Hairel and Councilwoman Arthur

12. Discussion of State and Local Statutes Governing Firefighter Collective Bargaining Ballot Placement Under Chapter 174 Texas Local Government Code.
    Councilman Hairel and Councilwoman Arthur

13. Discussion of City Personnel Conduct, Ethics, and Social Media Policies: ("Where Does Advocacy End").
Councilman Hairel and Councilwoman Arthur

14. Discuss and Consider FY 27 Purchase Order to Montgomery County for 2% Hotel Occupancy Tax Collections.
A. Gibbs

15. Discuss and Consider the Resubmission of the 2026 No-New-Revenue and Voter-Approval Tax Rates.
A. Gibbs

16. Discuss and Consider Reproposing a Tax Rate for Tax Year 2026 and Scheduling a Public Hearing on the Proposed FY 26-27 Tax Rate, if required.
M. Monteilh

17. Discuss Updates to the FY 26-27 Budget.
A. Gibbs

18. Conduct a Public Hearing for the FY 2026-2027 Budget.
M. Monteilh

19. Discuss and Consider Postponing Adoption of the FY 26-27 Budget until Thursday, September 10, 2026, at 6:00 PM.
M. Monteilh

20. Discuss and Consider July 2026 Monthly Financial Summary Report.
A. Gibbs

Recess Open Meeting in order to conduct Closed Executive Session for consultation with Interim City 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:

21. *Private consultation with Interim City Attorney to seek advice concerning pending or contemplated litigation. (Sec. 551.071)
*SJRA GRP Contract Litigation. (Sec. 551.071)
*Legal advice related to the Hotel Convention Center project. (Sec. 551.071)
*Deliberation concerning the purchase, exchange, lease or value of real property, to include but not limited to MSEC, Inc. Water & Wastewater Assets. (Sec. 551.072)
*Personnel Matters. (Sec. 551.074)
Mayor Coon

Reconvene Open Meeting

The Consent Agenda may be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by the Mayor, any Council Member, or the City Administrator.

CONSENT AGENDA

22. Council Minutes held July 9, 2026.

PAYMENT OF STATEMENTS

23. Vendor: Arkitektura Development Inc.
Construction - FMA Home Elevations
$59,014.82
B. Taylor

24. Vendor: Comal Design Group
Construction - FMA Home Elevations
$62,250.30
B. Taylor

25. Vendor: Larry Young Paving Inc
Construction - Street Rehab - Lake Conroe Forest Phase 2
$232,826.00
B. Taylor

26. Vendor: Schneider Electric USA, Inc.
SCADA at Water Wells
$553,774.00
J. Miller

27. Vendor: T Construction LLC
Sewer Rehab Cedar Ln & San Jacinto
$68,138.66
B. Taylor

28. Vendor: T Construction LLC
Construction - SSOI Section 10 & 11
$71,386.68
B. Taylor

29. Vendor: Weisinger Incorporated
Water Well #27 Rehab
$562,432.00
J. Miller

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.

Adjourn

I certify that the above notice of meeting was posted on the bulletin board in City Hall, 300 West Davis, and in other places accessible to the public on the 21st day of August, 2026.

_____
Cherilyn Williams, Assistant City Secretary

Agenda Items: Council may vote and/or act upon each of the items listed in this agenda in an order considered to be convenient to the public and Council. One agenda item will be discussed at a time unless logic and practical consideration allow similar topics to be considered together for purposes of convenience and efficiency.

It is the policy of the City of Conroe to afford disabled persons maximum access to all public meetings. The City of Conroe will make reasonable accommodations to address the needs of persons with vision or hearing impairments or other disabilities, including the provision of readers or sign language interpreters when requested reasonably in advance.

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: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Engineering Manager
Submitted By: Brandy Taylor, Community Development Director

Regular Council

Item Type: Resolution

Item Type: Resolution
B. Taylor
Joint Meeting: No Joint Meeting

Description

Discuss and Consider a Resolution authorizing and approving the execution of a grant agreement with the Texas Water Development Board in the amount of $15,000,000.00, authorizing the execution of an escrow agreement, delegating to certain City officials and staff the authority to effectuate matters herein resolved, and other matters related thereto.

Summary / Recommendation

Discuss and Consider a Resolution authorizing and approving the execution of a grant agreement with the Texas Water Development Board in the amount of $15,000,000.00, authorizing the execution of an escrow agreement, delegating to certain City officials and staff the authority to effectuate matters herein resolved, and other matters related thereto. The City's contribution to the projects is established in the CIP.

Attachments

Memo for Grant
Budget Water Plant 05
Budget Water Plant 07
Budget Water Plant 13
Texas Water Development Board Contract
TWDB Resolution 26-060
City Resolution
Escrow Agreement
Conroe Funding Request
Press Release_May 31, 2025
Rep. Will Metcalf letter

Engineering

CITY OF CONROE

Est. 1904

To: Mayor, Mayor Pro-Tem, City Council

CC: David Willard, City Administrator

From: Brandy Taylor, CTCD, CTCM, Director of Community Development

Brandy Taylor

Date: August 18, 2026

Subject: TWDB – $15M Grant for CIP Projects Water Plant 05, 07, and 13

The Texas Water Development Board (TWDB) approved a $15,000,000 grant to the City of Conroe under Project No. 21932 (TWDB Resolution 26-060) to fund critical water system improvements. The grant, authorized through Senate Bill 1 of the 89th Texas Legislature, is for funding the construction and rehabilitation of city water wells to improve system reliability, increase production capacity, and support the City's continued growth. The TWDB commitment requires the City to execute a Grant Agreement and establish an Escrow Agreement prior to closing and release of funds.

The proposed improvements which are established in the CIP include:

- Re-drilling Water Well No. 5 and new control building
- Re-drilling Water Well No. 7
- Re-drilling Water Well No. 13

These projects will replace aging wells, improve operational reliability, and increase water production capacity to meet current and future demands.

Approval of the resolution authorizes acceptance of a $15,000,000 grant from the Texas Water Development Board. The grant will be administered through an escrow account in accordance with TWDB requirements and does not require repayment.

Staff recommends approval of the resolution authorizing execution of the Grant Agreement and Escrow Agreement and authorizing designated City officials to execute all necessary documents to complete the grant closing and administering the project.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling and Control Building - Plant #5 - Senate/House Funding

Project Code: WTR25-35 **Rank:** C

Project Type: Water **Project Manager:** Engineerin

Start Date: 2025-10-01 **Completion Date:** 2028-09-3

Location: First Street - 1199 N. First Street

Project Summary: This project will construct a new Jasper well to replace the existing well. The existing well has been in serv over 60 years and the well only producing 1,000 gpm. Based on historical usage and per the latest well ma

Project Forecast

	Prior Years	2027	2028	2029	2030	2031	2032-2036
Funding Source							
Bond Proceeds	-	3,710,000	723,000	-	-	-	-
Intergovernmental - Federal	-	3,790,000	-	-	-	-	-
Total Funding Source	**-**	**$7,500,000**	**$723,000**	**-**	**-**	**-**	**-**
Expenditure							
Improvements >$10,000	500,000	7,500,000	723,000	-	-	-	-
Total Expenditure	**$500,000**	**$7,500,000**	**$723,000**	**-**	**-**	**-**	**-**

Operating Impacts

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

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Total Cost
4,433,000
3,790,000
$8,223,000
8,723,000
$8,723,000

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #7 - Senate/House Funding

Project Code: WTR25-36 **Rank:** 05

Project Type: Water **Project Manager:** Engineering

Start Date: 2025-10-01 **Completion Date:** 2028-09-30

Location: 1599 Old Magnolia Road

Project Summary: This project will construct new Jasper well to replace existing Well #7 located at Southwest Water Plant. The existing well is in service for over 45-years and the well is only producing approximately 1,100 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and future demands. Proposed construction will include following: Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.

Project Forecast

	Prior Years	2026	2027	2028	2029	2030	2031-2035	Total Cost
Funding Source								
Intergovernmental - Federal	-	800,000	5,200,000	-	-	-	-	6,000,000
Total Funding Source	**-**	**$800,000**	**$5,200,000**	**-**	**-**	**-**	**-**	**$6,000,000**
Expenditure								
Improvements >$10,000	-	800,000	5,200,000	-	-	-	-	6,000,000
Total Expenditure	**-**	**$800,000**	**$5,200,000**	**-**	**-**	**-**	**-**	**$6,000,000**

Operating Impacts

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

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #13 - Senate/House Funding

Project Code: WTR25-34 **Rank:** 03

Project Type: Water **Project Manager:** Engineering

Start Date: 2025-10-01 **Completion Date:** 2027-09-30

Location: 9901 Carl Pickering Boulevard

Project Summary: This project will construct new Jasper well to replace existing remote well #13 located at Carl Pickering Blvd. The existing well is in service for over 35-years and the well is only producing approximately 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and futuer demands. Proposed construciton will include following:
-Plugging existing well; drilling new 2,000 gpm Jasper well, a 650 kW generator and related works.

Project Forecast

	Prior Years	2026	2027	2028	2029	2030	2031-2035	Total Cost
Funding Source								
Intergovernmental - Federal	-	500,000	4,710,000	-	-	-	-	5,210,000
Total Funding Source	**-**	**$500,000**	**$4,710,000**	**-**	**-**	**-**	**-**	**$5,210,000**
Expenditure								
Improvements >$10,000	-	500,000	4,710,000	-	-	-	-	5,210,000
Total Expenditure	**-**	**$500,000**	**$4,710,000**	**-**	**-**	**-**	**-**	**$5,210,000**

Operating Impacts

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

General Revenue Grant Agreement

TEXAS WATER DEVELOPMENT BOARD

AND

THE CITY OF CONROE

MONTGOMERY COUNTY, TEXAS

TWDB COMMITMENT NO. G1002387

TWDB PROJECT NO. 21932

TWDB RESOLUTION NO. 26-060

THE CITY OF CONROE
TWDB COMMITMENT NO. G1002387
TWDB PROJECT NO. 21932
TWDB RESOLUTION NO. 26-060

GRANT AGREEMENT

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ARTICLE II. Authority and Recitals 5
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ARTICLE VI. Non-Performance and remedies 9
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EXHIBITS

TWDB Resolution No. 26-060 ..... EXHIBIT A
The City of Conroe's Resolution ..... EXHIBIT B
Escrow Agreement ..... EXHIBIT C

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

TWDB Commitment No. G1002387

GRANT AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
THE CITY OF CONROE

RECITALS

On May 11, 2026, the TWDB, by Resolution 26-060, made a commitment to the City of Conroe (City) to provide a grant in the amount of $15,000,000 in accordance with House Bill 500, 89th Leg. R.S., Article VI and Senate Bill 1, 89th Leg. R.S., Article IX for the purpose of constructing a water supply project for the City.

The TWDB and the City are the Parties to this Agreement.

THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Grant Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth in this Agreement.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Grant Agreement and the attached exhibits.

Construction Progress Report means the TWDB approved form for periodically reporting eligible expenses.

Eligible Expenses means the expenses authorized by the Legislation.

Escrow Account means an account established by the City, as further defined in 31 TAC § 363.2(14), that will be used to hold the Grant Funds in accordance with an escrow agreement acceptable to the Executive Administrator, attached as **EXHIBIT C,** until the Executive Administrator authorizes the release of the Grant Funds to the City.

Executive Administrator means the Executive Administrator of the TWDB or a designated representative, as set forth in 31 TAC § 363.2(16).

Force Majeure means a failure or delay in a Party's performance under this Agreement that is caused by acts of God, war, strike, fires, explosions, 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 that, by the exercise of all reasonable due diligence, such Party is unable to overcome.

Grant Funds means the appropriated funds that the TWDB committed in the TWDB Resolution, in an amount not to exceed $15,000,000 to finance the Project including any investment earnings from appropriated funds.

Legislation means House Bill 500, 89th Leg. R.S., Article VI and Senate Bill 1, 89th Leg. R.S., Article IX.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Project means the project for which the TWDB is providing financial assistance under this Agreement as further described in the TWDB Resolution and identified as Project No. 21932.

State means the State of Texas.

Surplus Funds means those funds, including investment earnings, remaining after the City has submitted a final accounting to the Executive Administrator under 31 TAC § 363.42(a)(2)(C).

TAC means the Texas Administrative Code.

TWDB means the Texas Water Development Board.

TWDB Resolution means TWDB Resolution No. 26-060, dated May 11, 2026, providing the financial assistance to the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND REPRESENTATIONS

2.1. AUTHORITY. This Agreement is authorized and required by the Legislation and the TWDB Resolution.

2.2. REPRESENTATIONS. The Parties agree that the following representations are true and correct and form the basis of this Agreement:

A. The TWDB may provide financial assistance in the form of a grant for all or a portion of the Project costs in an amount that the TWDB has determined to be eligible.

B. On May 11, 2026, the TWDB considered request by the City for financial assistance from the appropriated General Revenue. Based on the representations made by the City in that request, the TWDB adopted the TWDB Resolution in which the TWDB:

1. determined that the City is eligible for financial assistance and qualifies for the grant; and

2. made a commitment to provide a grant to the Cityin an amount not to exceed $15,000,000.

C. The TWDB and the City enter this Agreement to set forth the terms and conditions for the Grant Funds. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB through the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.

ARTICLE III. LEGAL REQUIREMENTS

3.1. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its authorized representatives, agrees to complete the Project in compliance with all federal and state laws and regulations applicable to the Project.

3.2. PROGRESS REPORTS. The City must submit status reports on the progress of the project as requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the status reports and the projected needs for the project.

3.3. PROCUREMENT. The City must engage in competitive procurements for work on the Project. All purchases for goods, services or commodities made with funds provided under this Agreement must comply with State and local procurement and contracting laws.

3.4. IRON AND STEEL. The City must abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States as required by Texas Government Code § 2252.202.

3.5. FOREIGN TERRORIST ORGANIZATION. The City certifies that it will not enter into a contract with any contractor or subcontractor that is engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

3.6. LOBBYING PROHIBITION. The City represents and warrants that TWDB's payments to the City and the City's receipt of appropriated or other funds under this contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

ARTICLE IV. SPECIAL COVENANTS AND REPRESENTATIONS

4.1. CONDITIONS FOR DISBURSEMENT OF GRANT FUNDS. Grant Funds will not be deposited into the Escrow Account or released until the applicable requirements in the TWDB Resolution are met.

4.2. DELIVERY OF GRANT FUNDS. The TWDB will deposit the Grant Funds in an approved Escrow Account to be released to the City by the Executive Administrator upon receipt of Progress Reports approved by the TWDB.

4.3. FINAL ACCOUNTING. The City must provide a final accounting of funds at the completion of the Project.

4.4. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Grant Funds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

4.5. ASSURANCES RELATED TO STATE FUNDS.

A. [political subdivisions]The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

B. The City certifies that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.

C. The City certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 364.003.

ARTICLE V. TERMINATION AND REMEDIES

5.1. TERMINATION. The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the City must immediately discontinue all work in connection with the performance of this Agreement and must promptly cancel all existing orders or other financial commitments chargeable to funding provided under this Agreement provided, however, that any costs for Eligible Expenses incurred before the receipt of such written notice by the City must be payable from the funding provided under this Agreement.

Within thirty (30) days of the notice of termination, the City must submit a statement

showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor before the date of termination.

5.2. REMEDIES.

A. The City will have all remedies available in law or equity.

B. The TWDB will have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

6.1. INDEMNIFICATION.

A. The City is an independent contractor and, therefore, is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. Nothing in this Agreement will be construed as consent by the State of Texas, the TWDB, or any state agency or entity as consent to be sued in any matter arising out of this Agreement.

B. Grant Funds for the Project must not be used by the City when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law.

C. To the extent allowed by law, the City releases the TWDB, its officers, employees and agents, and the members of its governing body from any and all liability, cost, expense, damage, or loss of whatever nature directly or indirectly resulting from, arising out of, in connection with, or related to activities under this Agreement. Any defense must be coordinated by the City with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit, and respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. The City and TWDB agree to furnish timely written notice to each other of any such claim.

6.2. PERMITS. The City is responsible for timely filing applications for all licenses, permits, registrations, and other authorizations that may be required for the City to complete the Project.

6.3. RECORDS. The City must comply with all terms and conditions relating to records of

the Project.

A. Duty to Maintain Records. The City must maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City must also require its contractors to maintain financial accounting records consistent with Generally Acceptable Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and reflect recordation of the transactions at or about the time the transactions occurred.

B. Duty to Retain Records. The City must retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable State law relating to retention and access to records. The City must retain all records related to this Agreement for a period of three (3) years after Project completion;

C. Public Information Act. The City understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. The City is required to make any information created or exchanged with the State pursuant to this Agreement 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 State.

D. Access to Records.

1. State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Grant Funds received under the contract or subcontract.

2. TWDB. The City agrees that the standards of administration, property management, audit procedures, procurement, and financial management, and

the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement must be made available for audit, examination, excerption, and transcription by the TWDB within a reasonable time after a request from the TWDB.

6.4 STANDARDS OF PERFORMANCE.

A. Personnel. The City must assign only qualified personnel to perform the services required under this Agreement. The City is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

B. Professional Standards. The City must provide the services and deliverables in accordance with applicable professional standards. The City represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Agreement.

C. Independent Contractor. Both the City and TWDB, in the performance of this Agreement, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

D. Nepotism. The City must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of the City's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

G. Open Meetings. The City must comply with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

6.5. AFFIRMATIONS AND CERTIFICATIONS.

A. Debts and Delinquencies Affirmation. The City agrees that any payments due under the Agreement will be applied towards any debt or delinquency that is owed to the State of Texas.

B. E-Verify Program. The City certifies that for contracts for services, the City will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Agreement to determine the eligibility of: (1) all persons employed by the City to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by the City to perform work pursuant to the Agreement within the United States of America.

C. Entities that Boycott Israel. Pursuant to Texas Government Code § 2270.002, the City certifies that either (1) it meets one of the exemption criteria under § 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement resulting from this solicitation. The City must state any facts that make it exempt from the boycott certification.

D. Executive Head of a State Agency Affirmation. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, the City certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this Agreement was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the City must provide the following information:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____

6.6. UPDATING INFORMATION. The City must provide the TWDB with updated information, reports, statements, and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Grant Funds. The City must promptly notify the TWDB of any material change in the activities, prospects, or conditions of the City relating to the Project, or its ability to perform its duties, covenants, and agreements under this Grant Agreement.

6.7. FORCE MAJEURE. Neither the City nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure will 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.

6.8. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided

by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

6.9. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties.

6.10. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or relinquishment for the future of the strict performance of any term, provision, or condition of this Agreement or any other applicable term, provision, or condition.

6.11. GOVERNING LAW AND VENUE. This Agreement is 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 this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

6.12. NOTICES. All notices, notifications, or requests required or permitted by this Agreement must be in writing and must be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice will be effective when received by the Party to whom notice is sent.

Texas Water Development Board	The City of Conroe
Attn: Executive Administrator	Attn: Mayor
1700 N. Congress Ave., 6th Floor	300 West Davis
Austin, Texas 78711-3231	Conroe, TX 77301

6.13. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement will expire upon successful completion of the Project and Final Accounting in accordance with Section 5.4 of this Agreement.

TEXAS WATER DEVELOPMENT BOARD

_____

Bryan McMath
Executive Administrator

_____

Date

The City of Conroe

_____

Duke W. Coon
Mayor

_____

Date

EXHIBIT A

TWDB Resolution No. 26-060

EXHIBIT B

The City of Conroe Resolution

EXHIBIT C

Escrow Agreement

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE CITY OF CONROE
FROM THE GENERAL REVENUE FUND
THROUGH A GRANT IN THE AMOUNT OF $15,000,000

(26-060)

Recitals:

The 89th Texas Legislature, through Senate Bill 1, 89th Leg. R.S., Article IX, appropriated to the Texas Water Development Board (TWDB) an amount not to exceed $15,000,000 out of the General Revenue Fund for the purpose of constructing a water supply project for the City of Conroe (City), Texas.

The City seeks financial assistance in the amount of $15,000,000 in grant funds to finance water supply improvements identified as Project No. 21932.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

The TWDB hereby finds that the project is eligible to receive funds in accordance with Senate Bill 1.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Conroe, Texas for a grant in the amount of $15,000,000 from the General Revenue Fund. This commitment will expire on June 21, 2027.

Such commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent on the City executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.

2. The Grant Agreement must contain a provision that the City agrees to comply with all of the conditions set forth in the TWDB Resolution.

3. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

4. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in

accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

5. Financial assistance funds shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

6. Prior to closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.

7. Before closing, the City shall submit to the escrow agent a closing memo signed by the Executive Administrator.

8. The City must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

9. The City shall submit progress reports with sufficient documentation on costs on a quarterly or monthly basis to allow for the timely distribution of the grant funds.

APPROVED and ordered of record this 11th day of May 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 5/11/26

ATTEST:

Bryan McMath, Executive Administrator

CERTIFICATE FOR RESOLUTION

I.

On the 27th day of August, 2026, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke W. Coon, Mayor; John Sellars, Mayor Pro Tem; Council Members, David Hairel, Shana R. Arthur, Kristin Hoisington and Ken Blevins,** 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. 26-___

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF $15,000,000, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT, DELEGATING TO CERTAIN CITY OFFICIALS AND STAFF THE AUTHORITY TO EFFECTUATE MATTERS HEREIN RESOLVED, AND OTHER MATTERS RELATED THERETO.

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 27th day of August, 2026.

_____

Sami H. Quinlan, City Secretary

RESOLUTION NO. 26-__

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF $15,000,000, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT, DELEGATING TO CERTAIN CITY OFFICIALS AND STAFF THE AUTHORITY TO EFFECTUATE MATTERS HEREIN RESOLVED, AND OTHER MATTERS RELATED THERETO.

* * * * * * * * * *

WHEREAS, the Texas Water Development Board (the *TWDB*) adopted TWDB Resolution No. 26-060 (the *Resolution*) on May 11, 2026 making a commitment to provide a grant in the total amount of $15,000,000 to the City of Conroe (the *City*) from the General Reserve Grant Fund to finance certain water system improvements, identified as Project No. 21932;

WHEREAS, pursuant to the Resolution, the TWDB agreed to provide $15,000,000 to the District in form of a grant upon execution of a grant agreement (the *Grant Agreement*); and

NOW THEREFORE, BE IT RESOLVED BY the City Council of The City of Conroe, Texas (the *Governing Body*) that:

Section 1. APPROVAL OF GRANT AGREEMENT. The Grant Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved and the Mayor or City Secretary are each hereby individually authorized to execute the Grant Agreement on behalf of the City.

Section 2. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as part of this Resolution.

Section 3. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

Section 4. ESCROW AGREEMENT. The Escrow Agreement, dated the date hereof (the *Agreement*), by and between the City and a qualified escrow agent (the *Escrow Agent*) and relating to the Grant Agreement and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement, together with such changes or revisions as may be required by the Grant Agreement or as may benefit the City, is hereby authorized to be executed by an Authorized Official, for and on behalf of the City and as the act and deed of this Governing Body; and such Agreement as executed by said Authorized Official shall be deemed approved by the Governing Body and constitute the Agreement herein approved.

Section 5. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Governing Body hereby delegates to the Mayor, the Mayor Pro Tem, the Interim City Administrator, the Chief Financial Officer (or any individual serving in an interim or on an acting basis in this capacity), and/or the City Secretary (each of the foregoing, an *Authorized Official*) the authority to independently select the counterparty to any agreement with the Escrow Agent or any other contract that is determined by an Authorized Official, the City's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Grant Contracts*), and, as necessary, to execute the Ancillary Grant Contracts on behalf and as the act and deed of the City. The Governing Body has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

Section 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED AND APPROVED this the 27th day of August, 2026.

_____
DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____
Loren Smith, Interim City Attorney

ATTEST:

_____
Sami H. Quinlan, City Secretary

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between the City of Conroe, Texas, a political subdivision of the State of Texas in Montgomery County, Texas, (the City), acting by and through its Chief Financial Officer and Zions Bancorporation, National Association, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Grant Agreement, pursuant to which the City will accept certain contractual obligations (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a project identified as Project No. 21932 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number G1002387 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "Conroe TWDB Commitment G1002387" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Grant Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall invest escrowed Proceeds only in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). The City is responsible for directing the Escrow Agent to invest all public funds in a manner that is consistent with both the PFIA and its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or a designated representative. No written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed

upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation, or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed

by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

Zions Bancorporation, National Association
Amegy Bank Division
1801 Main Street, Suite 460
Houston, Texas 77002
713-232-6093
andrea.abbott@amegybank.com

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Chief Financial Officer
City of Conroe
300 W. Davis
Conroe, TX 77305

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATION OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Escrow Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary**.**

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Escrow Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code, as amended.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Escrow Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Escrow Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20: INDEMNIFICATION. To the extent permitted by law, the City agrees to indemnify the Escrow Agent, its directors, officers and employees, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 21: EMAIL. The Escrow Agent may accept and act upon instructions sent by unsecured e-mail, facsimile, or similar electronic means, provided the City delivers an incumbency certificate identifying authorized persons and updates it as necessary. If the Escrow Agent elects to act on such instructions, its understanding shall be controlling, and it shall not be liable for any loss arising from reliance on or compliance with them, even if they conflict with later written instructions; provided the Escrow Agent will use good faith efforts to comply with subsequent instructions once received. The City assumes all risks associated with using such electronic methods, including unauthorized instructions and interception or misuse by third parties.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Conroe, Texas

By: _____
Chief Financial Officer
Date: _____

City of Conroe, Texas

Zions Bancorporation, National Association,
as Escrow Agent

By: _____
Title: _____
Date: _____

EXHIBIT A

Fee Schedule

- Acceptance Fee: Waived
    - This is a one-time fee paid at closing that covers the review of governing documents, CIP/KYC, account setup, and performing duties associated with closing.
- Annual Administration Fee: $750
    - The annual administration fee is payable in advance at closing and on each anniversary date thereafter without pro-ration.

Purchasing

CITY OF CONROE

Est. 1904

February 18, 2026

Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

Re: Funding Request for Construction of New Water Wells – $15,000,000

To Whom It May Concern:

The City of Conroe respectfully submits this formal request to the Texas Water Development Board (TWDB) for funding in the amount of $15,000,000 to support critical water infrastructure improvements within our municipal water system.

This request is made in direct alignment with the joint statement released on May 15, 2025, by Representative Will Metcalf (R-Conroe) and Senator Brandon Creighton (R-Conroe) announcing the allocation of state funds for the construction of new water wells to support local and regional water supply needs.

Several of the City's existing water wells have aged significantly and experienced substantial declines in production capacity. These wells were constructed decades ago and no longer meet the demands of our rapidly growing community or modern reliability standards. The existing water system provides water to a population of 159,201 customers. This number includes all wholesale customers inside and outside the City limits.

Replacement wells constructed to higher-capacity design specifications are urgently needed to ensure:

- Reliable water service to residents and businesses
- Adequate production capacity during peak demand
- System resiliency during emergency events
- Compliance with state and regional long-term water supply strategies

The City plans to re-drill wells on existing sites where infrastructure, utility corridors, and land ownership are already established, maximizing efficiency and minimizing overall project cost.

The City requests $15,000,000 to complete the following three critical improvements:

1. **Water Well Re-Drilling – Plant No. 13**
   Location: 9901 Carl Pickering Boulevard
   Requested Amount: $5,210,000
   Scope**:** Re-drilling and equipping a new, higher-capacity well to replace the existing, low-production well.
   Lat/Long: 30°21'5.51"N; 95°25'57.18"W

2. **Water Well Re-Drilling and Control Building – Plant No. 5**
   Location**:** 1199 N. First Street
   Requested Amount: $3,790,000
   Scope: Re-drilling the existing well and constructing a new control building to house electrical, supervisory, and monitoring equipment.
   Lat/Long: 30°19'18.69"N; 95°27'18.65"W

3. **Water Well Re-Drilling – Plant No. 7**
   Location: 1599 Old Magnolia Road
   Requested Amount: $6,000,000
   Scope**:** Re-drilling and equipping a replacement well designed to achieve significantly improved production capacity.
   Lat/Long: 30°17'19.98"N; 95°28'55.71"W

The City of Conroe is committed to responsibly managing and enhancing its water supply infrastructure to support current and future residents. Funding assistance from the Texas Water Development Board will enable the City to move forward with these vital improvements and ensure we continue delivering safe, reliable, and sustainable drinking water.

We appreciate your consideration of this funding request and welcome the opportunity to provide any additional documentation, technical reports, or project details needed for review.

Please feel free to contact us at any time.

Norman McGuire
Asst. City Administrator
Director of Public Works

TWDB-0201
Rev 2/23

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Montgomery §

APPLICANT City of Conroe §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Norman McGuire as the Authorized Representative of the City of Conroe, who being by me duly sworn, upon oath says that:

1. The decision by the City Council of the City of Conroe, Texas (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the City Council of the City of Conroe, Texas (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of Conroe (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of Conroe (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
n/a.

5. The City of Conroe (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of Conroe (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of Conroe (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Official Representative

Title: Asst. City Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, by Norman McGuire,

on this 24th day of Feb., 2026

(NOTARY'S SEAL)

Notary Public, State of Texas

BRANDY M TAYLOR
Notary ID #125611523
My Commission Expires
March 26, 2026

TWDB-0201B
Rev 11/16

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Montgomery §
APPLICANT City of Conroe §

I, the undersigned, Secretary of the City of Conroe Texas, DO HEREBY CERTIFY as follows:

1. That on the 22nd day of January, 2026, a regular/special meeting of the City Council of the City of Conroe, Texas was held; the duly constituted members of the City Council being as follows:

Duke W. Coon, Mayor; Howard Wood, Mayor Pro Tem; Council Members, David Hairel, Shana R. Arthur, Hary Hardman, and Marsha Porter

all of whom were present at the meeting, except the following:

none

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the City Council of the City of Conroe, Texas requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the City Council for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by Council Member Hardman and seconded by Council Member Porter, the resolution was passed and adopted by the City Council by the following vote:

5 voted "For" 0 voted "Against" 0 abstained

all as shown in the official minutes of the January 22, 2026 for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the City of Conroe; the qualified and acting members of the City Council on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the City Council; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Conroe, this the 19th day of February, 2026.

(SEAL)

Jamie D. Quinlan
City Secretary

CERTIFICATE FOR RESOLUTION

I.

On the 22nd day of January, 2026, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke W. Coon, Mayor; Howard Wood, Mayor Pro Tem; Council Members David Hairel, Shana R. Arthur, Harry Hardman, and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. 4891-26

A RESOLUTION OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AS AUTHORIZED BY HOUSE BILL 500, PASSSED BY THE 89TH TEXAS LEGISLATURE.

III.

Upon motion of Council Member Hardman, seconded by Council Member Porter, 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 22nd day of January, 2026.

Sami H. Quinlan

SAMI H. QUINLAN, City Secretary

RESOLUTION NO. 4891-26

A RESOLUTION OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AS AUTHORIZED BY HOUSE BILL 500, PASSSED BY THE 89TH TEXAS LEGISLATURE.

* * * * * * * * * * *

WHEREAS, the City Council of the City of Conroe, Texas, hereby finds and determines that there is an urgent need for the construction of water source facilities in the City; and

WHEREAS, such Project maybe be reasonably financed only with the financial assistance obtained from the Texas Water Development Board; and

WHEREAS, House Bill 500 of the 89th Texas Legislature appropriate $15,000,000.00 dollars for the City of Conroe to fund the construction of new water wells within the City.

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

Section 1. The recitals set forth in the preamble to this Resolution are adopted as the findings and determinations of the City Council.

Section 2. The City Council hereby accepts the funding provided for by House Bill 500 of the 89th Texas Legislature. The Director of Public Works is hereby authorized to submit to the Texas Water Development Board, and any other State agency as may be required, all documentation necessary to apply for, receive, and administer such funds for the construction of water wells connected to the City's freshwater facilities.

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

PASSED AND APPROVED this 22nd day of January, 2026.

DUKE W. COON, Mayor

APPROVED AS TO FORM:

GRETCHEN L. KERSTEN, Assistant City Attorney

ATTEST:

SAMI H. QUINLAN, City Secretary

BRANDON CREIGHTON
STATE SENATOR
DISTRICT 4

Metcalf secures $15 Million for Conroe Water Wells in State Budget, Creighton protects the effort from being removed

FOR IMMEDIATE RELEASE
May 31, 2025

Contact: Erin Wilson
512.463.0104

AUSTIN, TEXAS — Representative Will Metcalf (R-Conroe) and Senator Brandon Creighton (R-Conroe) announced today that the Texas supplemental state budget, House Bill 500, includes $15 million for the construction of new water wells in the City of Conroe. This critical investment will support long-term growth and ensure a reliable water supply for families and businesses across Montgomery County.

"As one of the fastest-growing regions in Texas, Montgomery County needs dependable infrastructure—and that starts with water," said Senator Creighton. "I've been focused on this issue since my first elected role on the Lone Star Groundwater Board, working to ensure our water policies are transparent, accountable, and built for long-term sustainability and economic growth. From Harvey recovery to historic water infrastructure deliverables, this is a major win for Conroe in the budget. I'm grateful to Representative Metcalf for securing this funding in the budget. I was proud to fight to protect it in the Senate. People are realizing what we've always known—Conroe is a great place to live, work, and raise a family—and building infrastructure must match that momentum."

With Conroe's rapid growth, these new water wells are essential to ensuring a stable, long-term water supply for homes, businesses, and public infrastructure. They will reduce strain on existing systems, support future development, and strengthen our region's resilience during droughts or emergencies.

"During my time in the Texas House of Representatives, it has been an honor to serve my hometown community—building trusted relationships, gaining valuable experience, and earning the credibility needed to deliver meaningful results when it matters most. Following the City of Conroe's urgent call for help, my team and I worked diligently to advocate for targeted state investment to address the city's water infrastructure challenges," said Representative Will Metcalf. "I am proud to have delivered $15 million in the state budget to construct new water well infrastructure. This critical investment will help ensure a safe, reliable water supply for our community. I am grateful to Senator Creighton for his partnership in keeping this funding intact through the final stages of the budget process—and for his continued work on water issues important to our region. Together, we have tackled major reforms, including my legislation, House Bill 1982 in 2017, which transformed the Lone Star Groundwater Conservation District from an appointed board to an elected one—bringing much needed transparency and accountability to our local water governance. I am proud of the reputation and relationships I have built at the state level, which continue to yield real, tangible benefits for the people of House District 16. As a lifelong Conroe resident and Committee Chairman in the legislature, I will always use my role to deliver real, meaningful results for the community I proudly call home."

The $15 million in funding is included in HB 500, the 2026–2027 state budget, and will be available starting in the new fiscal year on September 1, 2025.

###

STATE OF TEXAS
HOUSE OF REPRESENTATIVES
WILL METCALF
District 16

May 21, 2026

Dear Mayor Coon,

Thank you for your service to our community. I wanted to provide you with an important update regarding the $15 million appropriation I secured during the 89th Texas Legislature for the City of Conroe water well infrastructure project.

Over my years serving House District 16 in the Texas House of Representatives, one of my top priorities has always been protecting our community by investing in critical infrastructure before challenges become crises. As Conroe has experienced significant growth over the past decade, it became increasingly clear that the City's aging water infrastructure and operational water well capacity required meaningful long-term investment to help ensure a safe and reliable water supply for our residents and businesses.

Because of these growing needs, I worked diligently during the 89th Legislative Session to advocate for targeted state investment to support the City of Conroe's water infrastructure priorities. Thanks to the relationships, experience, and credibility I have built through years of service to this community, I was proud to secure a $15 million appropriation through HB 500 specifically for the City of Conroe water well project. This investment represents a major commitment by the State of Texas toward strengthening the long-term resiliency and reliability of Conroe's water infrastructure while helping prepare our community for continued growth.

I am pleased to share that the Texas Water Development Board (TWDB) has officially moved into the implementation phase.

Based on updates provided by TWDB, the City should receive, or may have already received, a Board Action Letter outlining the next procedural steps. Those next steps are expected to include:

- Execution of grant and escrow agreements with TWDB
- Establishment of an escrow account for the project funds
- Selection of a project closing date
- Coordination with TWDB financial staff regarding implementation and reimbursement procedures

TWDB has also indicated that the City will likely need City Council authorization to execute the grant and escrow agreements as the process moves forward. Once the closing occurs, the funds will be released into the escrow account and made available for project implementation activities.

As part of the administration process, TWDB will require periodic progress reports documenting project status and the use of funds throughout planning, design, and construction phases. TWDB has communicated that these reporting requirements are intended to provide oversight and accountability for taxpayer-funded appropriations while helping ensure the project continues moving forward efficiently.

CAPITOL OFFICE: P.O. BOX 2910 • AUSTIN, TEXAS 78768-2910 • (512) 463-0726 • (512) 463-8428 FAX
DISTRICT OFFICE: 1835 SPIRIT OF TEXAS WAY • SUITE 100 • CONROE, TEXAS 77301 • (936) 539-0068 • (936) 539-0066 FAX
WILL.METCALF@HOUSE.TEXAS.GOV

STATE OF TEXAS
HOUSE OF REPRESENTATIVES
WILL METCALF
District 16

I wanted to ensure the Mayor and Council were aware of these developments and anticipated next steps as the City prepares to move into the formal agreement and implementation phase of this important project.

I appreciate the partnership of the City of Conroe throughout this effort. Protecting and preparing our community for the future requires strong collaboration between state and local leadership, and I remain committed to advocating for investments that help keep Montgomery County strong, safe, and prepared for continued growth.

Please do not hesitate to reach out if my office can ever be of assistance as this project progresses.

Sincerely,

Will Metcalf
State Representative, House District 16

CAPITOL OFFICE: P.O. BOX 2910 • AUSTIN, TEXAS 78768-2910 • (512) 463-0726 • (512) 463-8428 FAX
DISTRICT OFFICE: 1835 SPIRIT OF TEXAS WAY • SUITE 100 • CONROE, TEXAS 77301 • (936) 539-0068 • (936) 539-0066 FAX
WILL.METCALF@HOUSE.TEXAS.GOV

Meeting Date: 08/27/2026
Department: Public Works
Contact: Brandy Taylor, Engineering Manager
Submitted By: Brandy Taylor, Community Development Director

Regular Council

Item Type: Presentation

Item Type: Presentation
B. Taylor
Joint Meeting: No Joint Meeting

Description
Presentation to update the City Council on the status of the Impact Fee Study and seek direction.

Summary / Recommendation
Freese and Nichols to update the City Council on the status of the Impact Fee Study and seek direction.

Attachments

Presentation

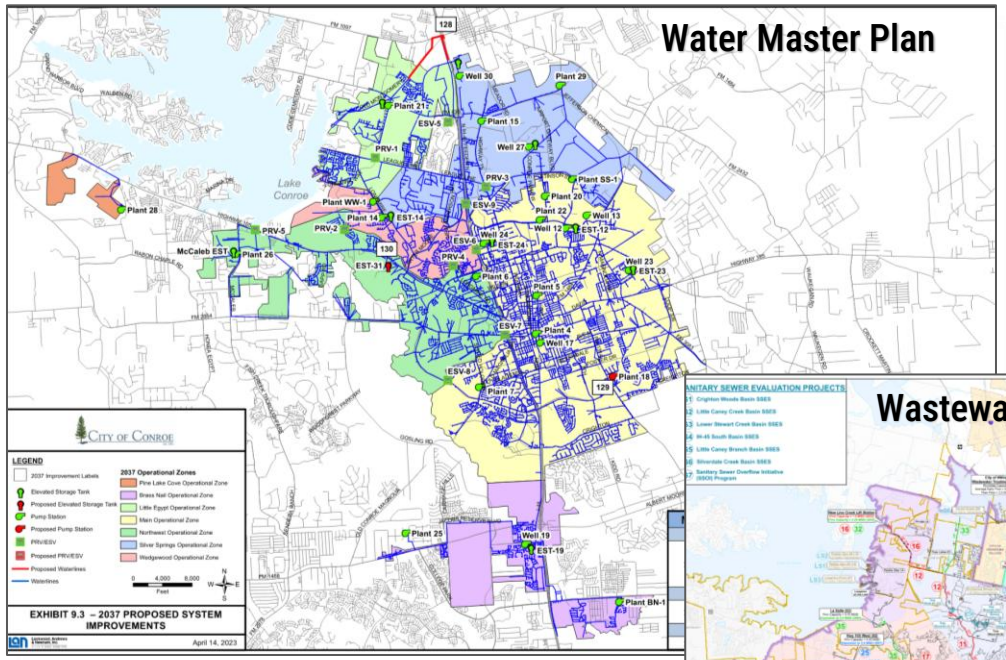
WATER, WASTEWATER & ROADWAY IMPACT FEE

August 27, 2026

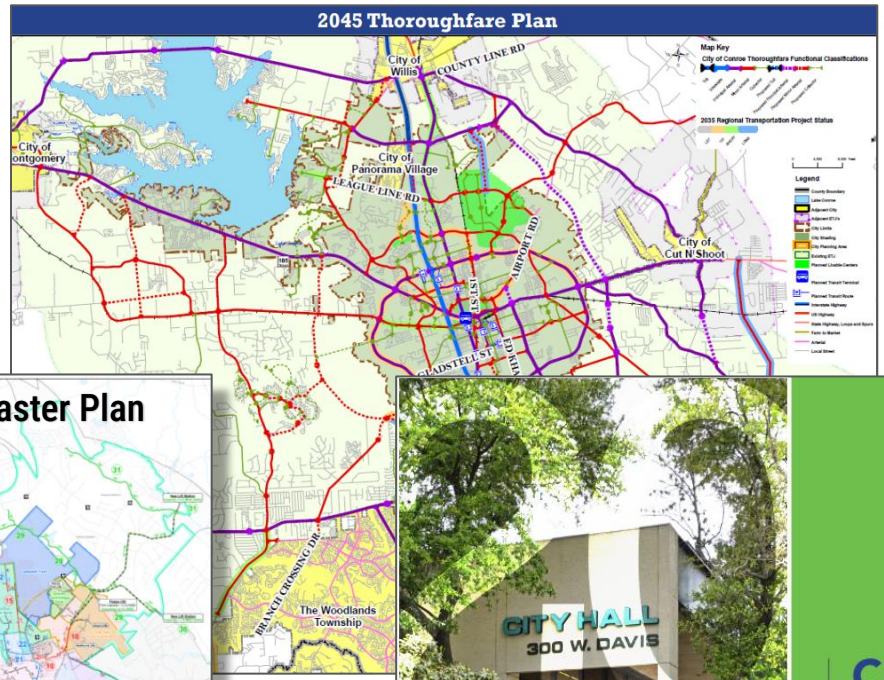
FREESE AND NICHOLS

IMPLEMENTING THE PLAN…

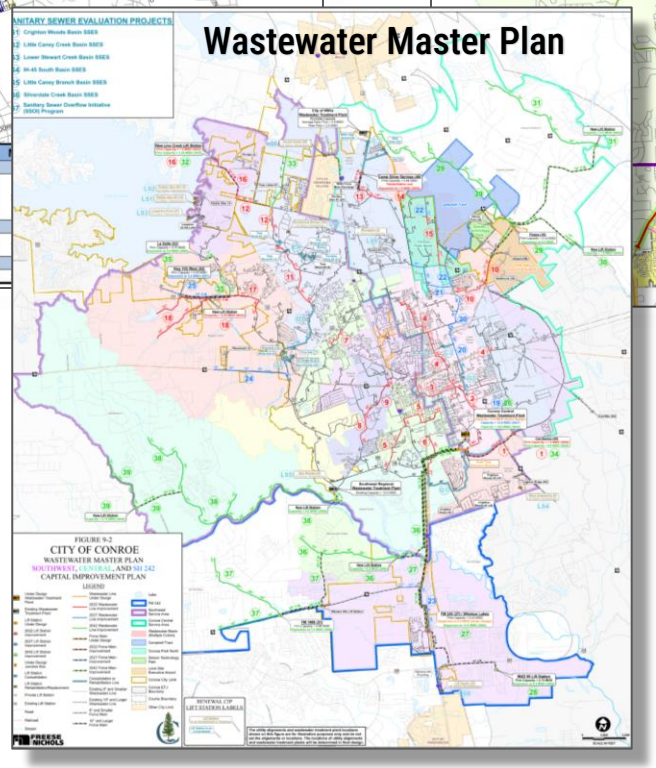
Water Master Plan

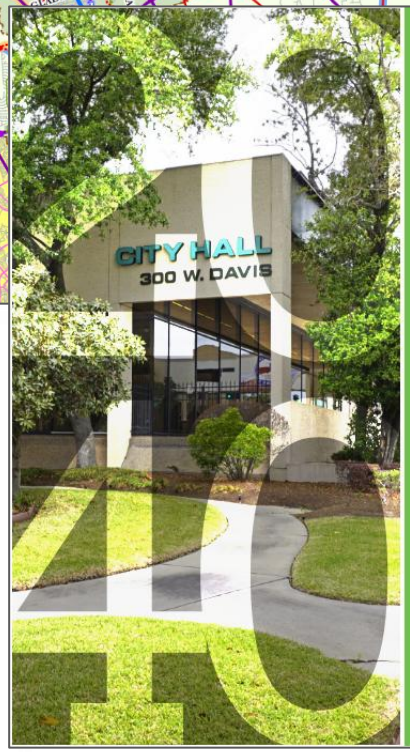


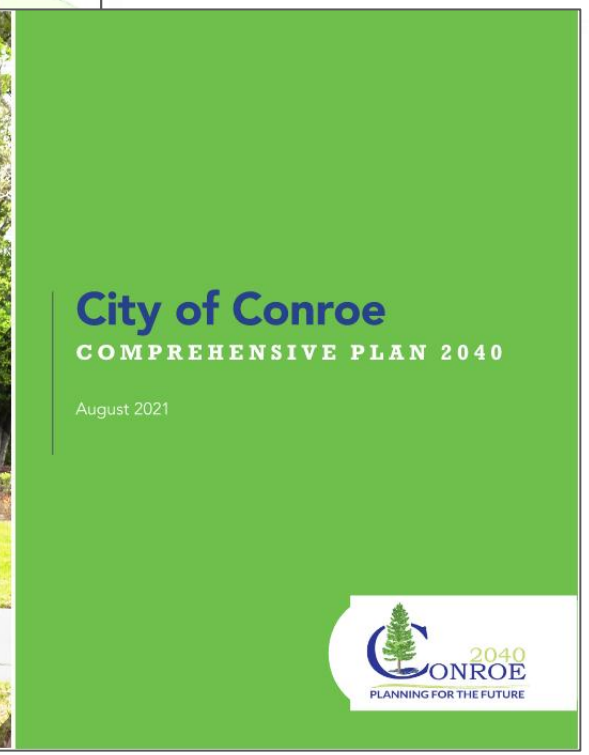
2045 Thoroughfare Plan



Wastewater Master Plan







WHAT ARE IMPACT FEES?

> One-time charge assessed to all new developments for a portion of costs related to specific capital improvements in impact fee eligible Capital Improvement Plan (CIP)



Systematic, structured approach to assessment of fees

THE BASIC QUESTION

WHO PAYS FOR INFRASTRUCTURE TO SERVE GROWTH?

IMPACT FEES

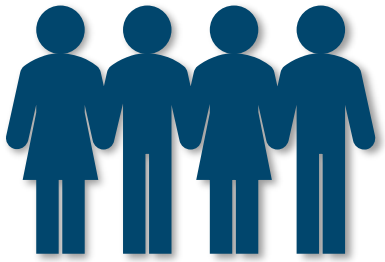
New development shares the cost





NO IMPACT FEES

Existing and future rate payers pay for all capital projects



IMPACT FEE BACKGROUND

- Governed by Chapter 395 of the Texas Local Government Code (TLGC)
- State law requires impact fees to be updated every 5 years
- Why have impact fees?
  - ✓ **Funding Tool** to help address growth related capital improvements
  - ✓ Allows cities to **recoup costs** associated with infrastructure needed to serve future development, and **makes growth pay for a share of the growth**
  - ✓ Reduces full cost burden of new facilities on **existing customers**

IMPACT FEE BACKGROUND

A **Capital Improvements Advisory Committee (CIAC)** is appointed by the City Council for the impact fee process per TLGC Chapter 395 to guide the conduct of the study.

Role of CIAC

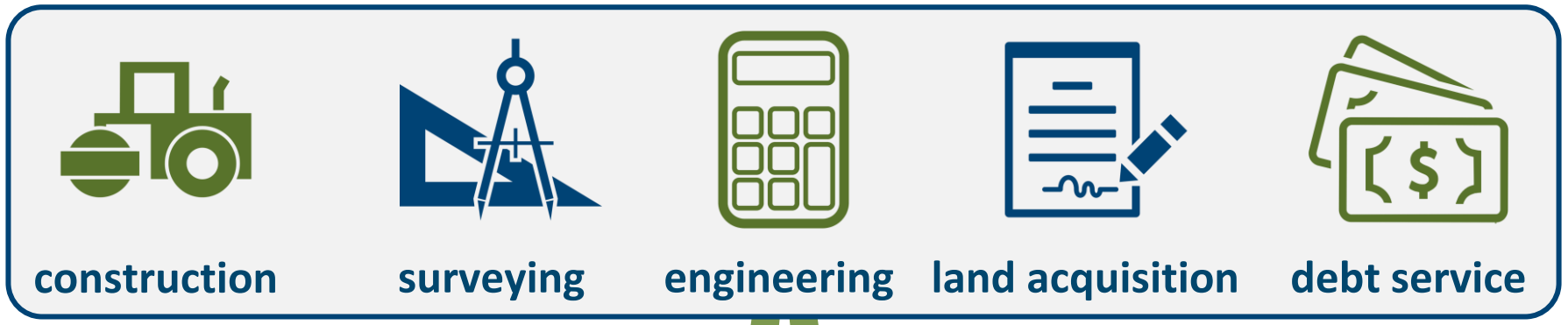
- **Provide input on:**
  - ✓ Land Use Assumptions
  - ✓ Capital improvement plans (CIPs) for Water and Wastewater
- **Provide written comments** to Council on the recommended impact fees

Composition

- Not less than 5 members
- Not less 50% of the membership must present real estate, development, or building industries

City Council sets the impact fee to be collected

WHAT CAN FEES PAY FOR?





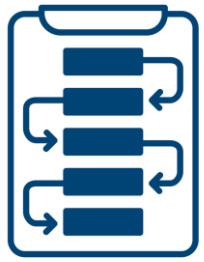
water and wastewater infrastructure

roadway facilities

Impact Fees can also pay for required updates to the

- **Fee schedule**
- **Impact Fee CIP**

(Not Staff time, but contracted study updates)

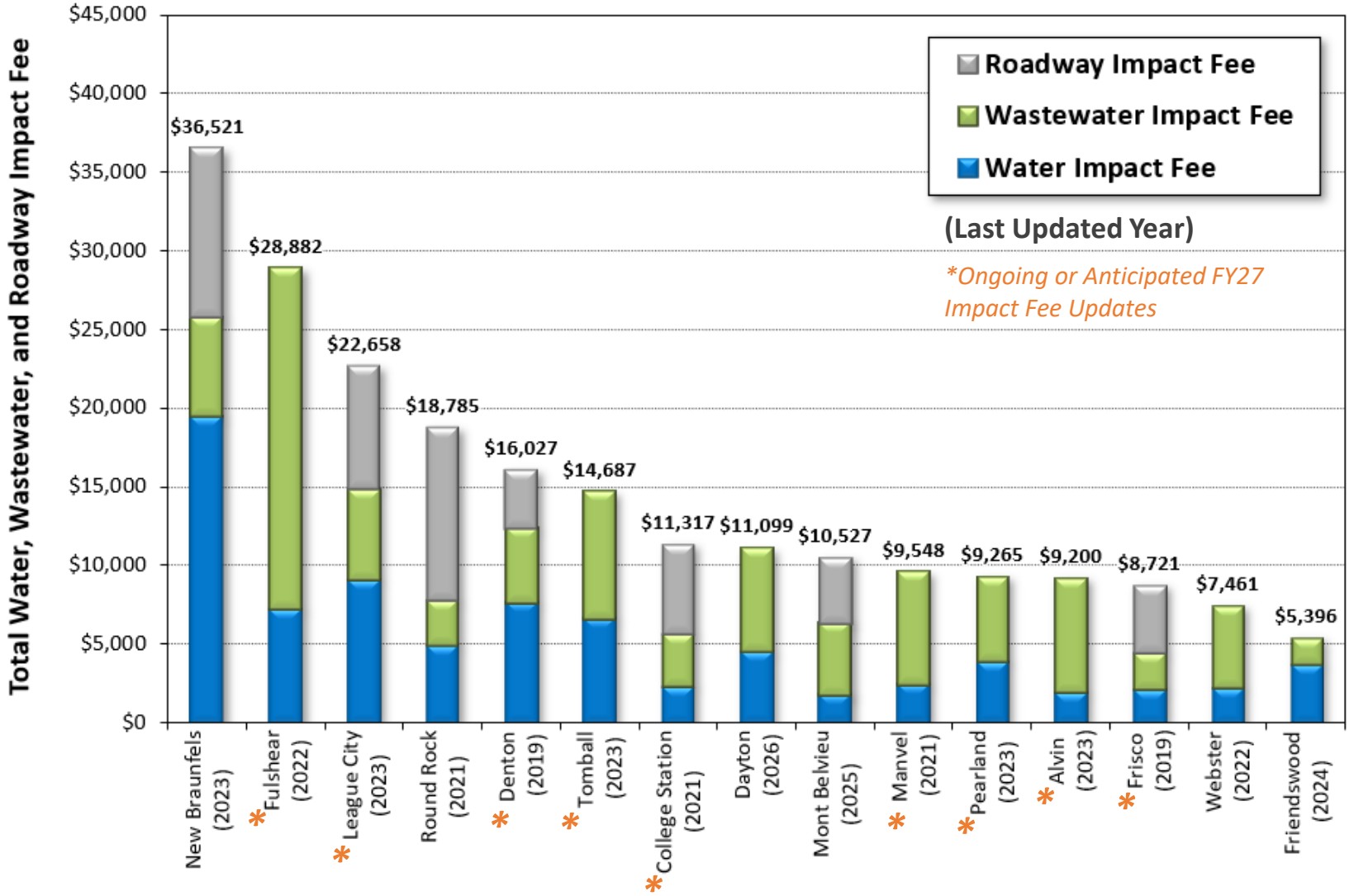


included in the **Impact Fee Capital Improvement Plan**

BENCHMARKING

- **Study** = Technical derivation of fee; maximum allowable fee that can be ***Assessed***
- **Policy direction** as to what will be ***Collected***

Comparison of Adopted Impact Fees per Single-Family Residential Home



Roadway Impact Fee shown is maximum in city and can vary by service area

IMPACT FEE PROCESS

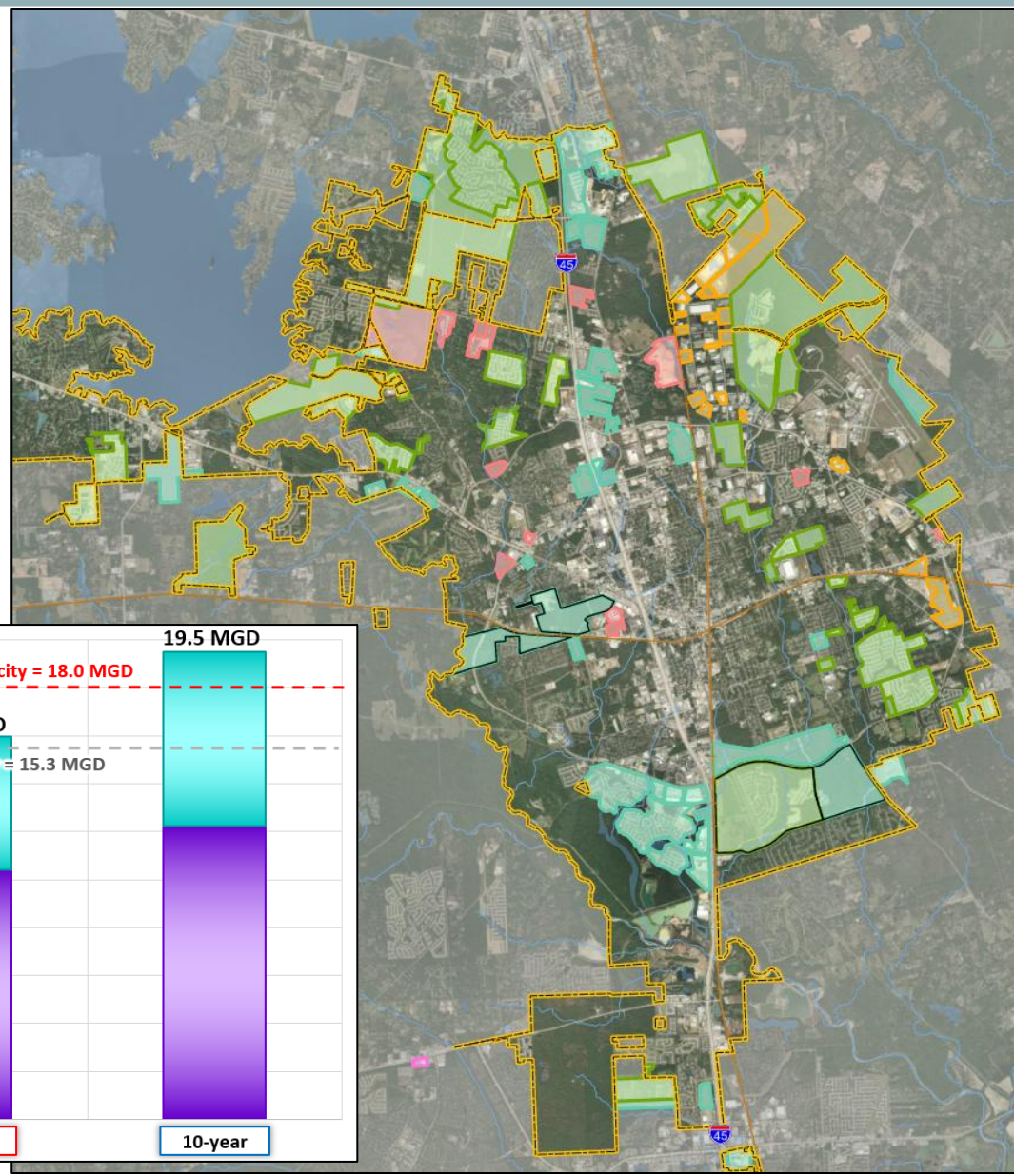
- Develop 10-Year Land Use Assumptions — *In Progress*
- Identify 10-Year Impact Fee Capital Improvements Plan — *In Progress*
- Establish CIAC
- CIAC Workshop: LUA & Impact Fee CIP
- Public Hearing No. 1 and Council Approval of LUA & CIP
- Conduct Impact Fee Calculations and Develop Report
- CIAC Workshop: Impact Fees
- Public Hearing No. 2 and Council Adoption of Impact Fees

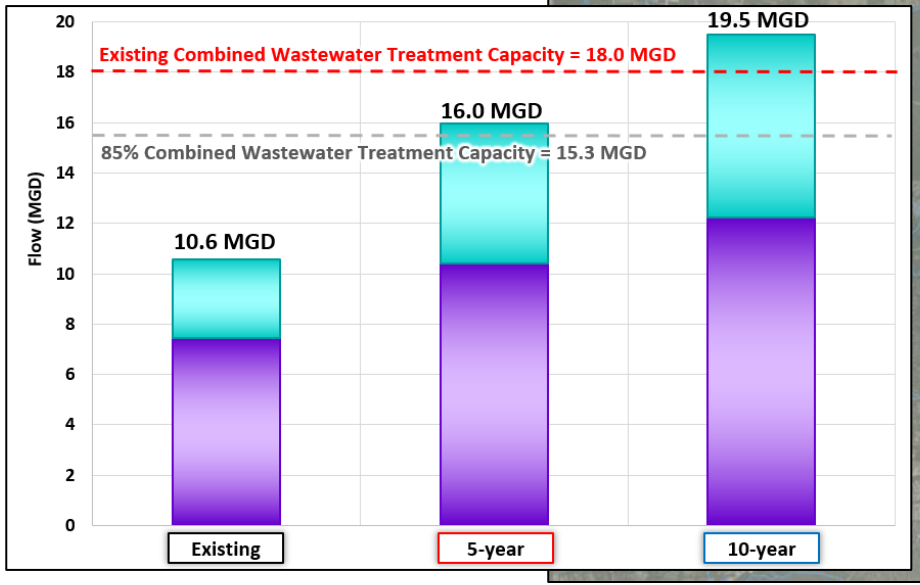
Legend

- Council Meeting/Action
- CIAC Meeting
- Study Task

W/WW PROGRESS

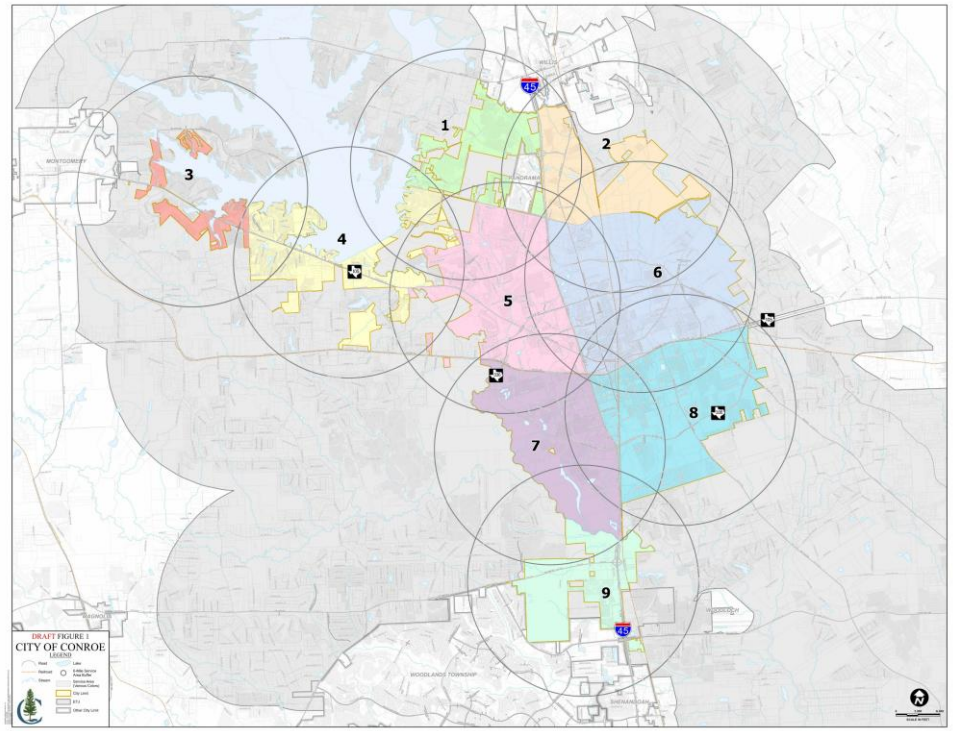
- Developed updated growth, demand and flow projections
  - ☑ Received latest anticipated development data from city staff in March 2026
  - ☑ Updated projections have been incorporated into the wastewater model
- Began identification of impact fee eligible CIP projects

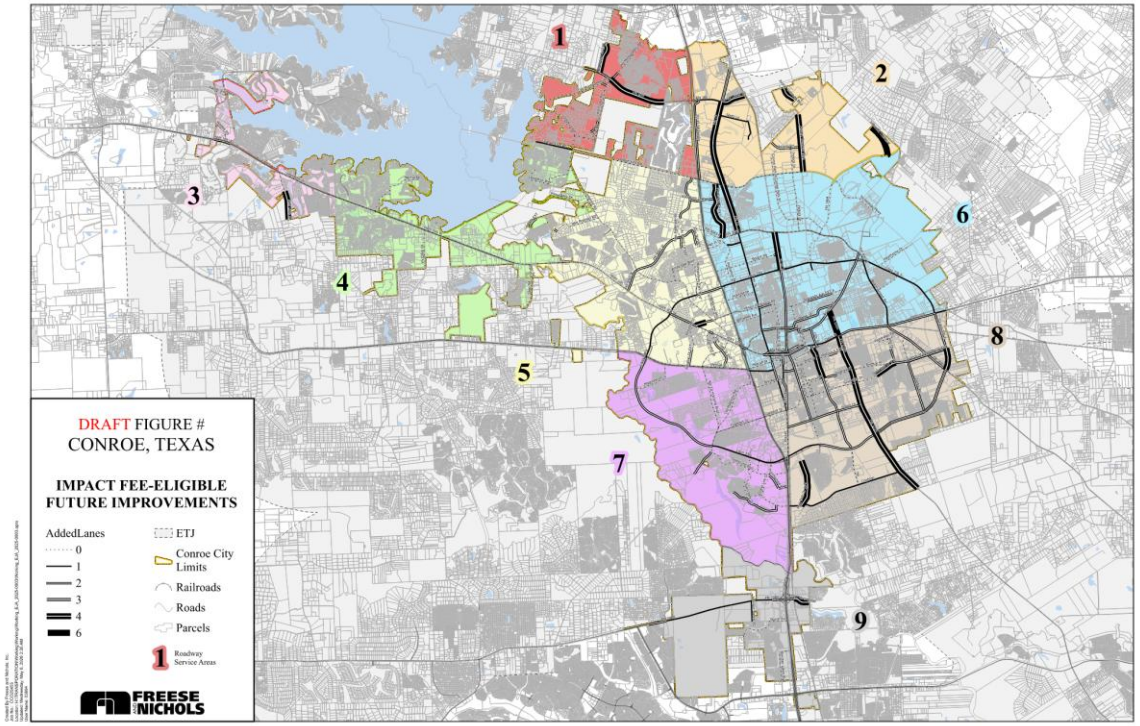




ROADWAY PROGRESS

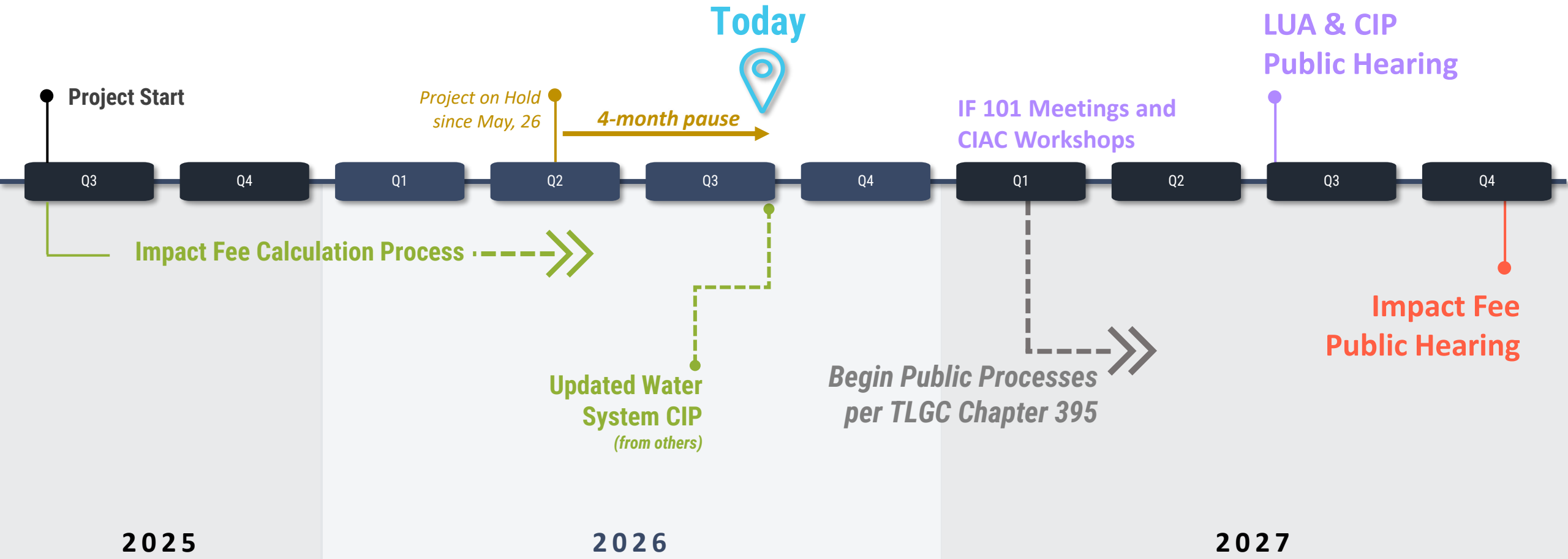
- Defined roadway impact fee service areas
- Current roadway network analyses and forecasted growth prepared
- Began impact fee eligible CIP projects identification process





IMPACT FEE PROCESS SCHEDULE

CIP = Capital Improvement Plan
LUA = Land Use Assumptions
IF = Impact Fee
CIAC = Capital Improvements Advisory Committee



Thank you!

Edmund Haas, AICP | 214-217-2321
E-mail: Eddie.Haas@freese.com

Ishita Rahman, PE | 832-456-4747
E-mail: Ishita.Rahman@freese.com

FREESE AND NICHOLS

Meeting Date: 08/27/2026
Department: Public Works
Contact: Brandy Taylor, Engineering Manager
Submitted By: Brandy Taylor, Community Development Director

Regular Council

Item Type: Presentation

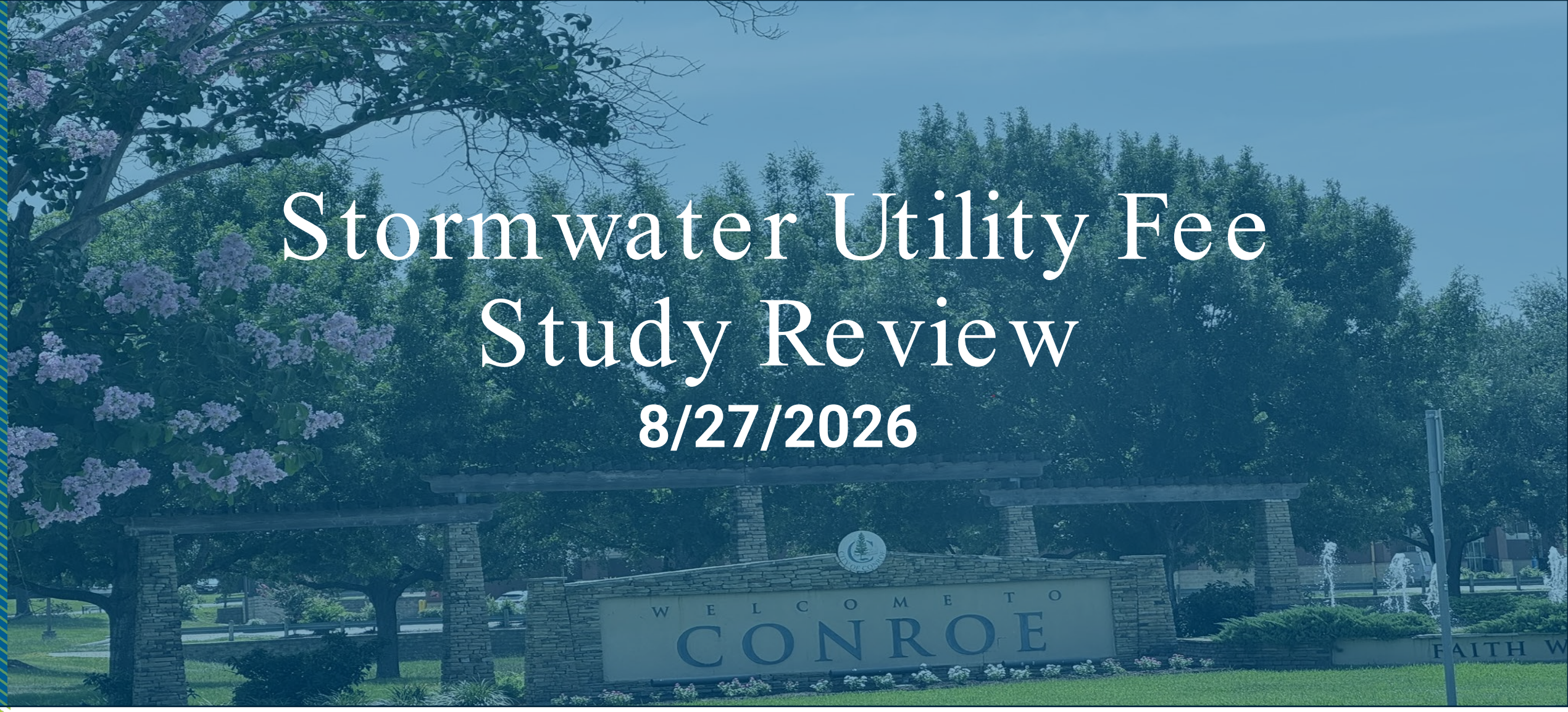
Item Type: Presentation
B. Taylor
Joint Meeting: No Joint Meeting

Description
Presentation to update the City Council on the status of the Drainage Fee Study and seek direction.

Summary / Recommendation
Freese and Nichols to update the City Council on the status of the Drainage Fee Study and seek direction.

Attachments

Presentation



Stormwater Utility Fee Study Review

8/27/2026

CITY OF CONROE
Est. 1904

FREESE AND NICHOLS

Stormwater System Overview

What It Is

- Network of pipes, inlets, channels, waterways
- Includes constructed and natural features



What It Does

- Protects life safety, roads and property
- Reduces flooding risk
- Minimizes erosion
- Improves water quality



How It's Funded

- General fund (current)
- Stormwater utility fee (under consideration)



What is a Stormwater Utility Fee?

Authorized by State Law

Local Government Code 552, Subchapter C
(Municipal Drainage Utility Systems Act)

Provides funding dedicated to support stormwater system

Service-based fee which includes regulatory compliance, O&M and capital improvements

Must be reasonable, equitable, and non-discriminatory



Eligible Stormwater Programs

- **Regulatory Compliance & Agreements**
  - Phase II MS4
  - FEMA Floodplain Administration
- **Storm System Operations & Maintenance**
  - Current O&M service level
  - Future service demands
  - Plan for future development
- **Capital Improvement Projects**
  - Correct known flooding problems
  - Creek erosion
  - Regional solutions
  - Correct water quality problems
  - Greenway system enhancements

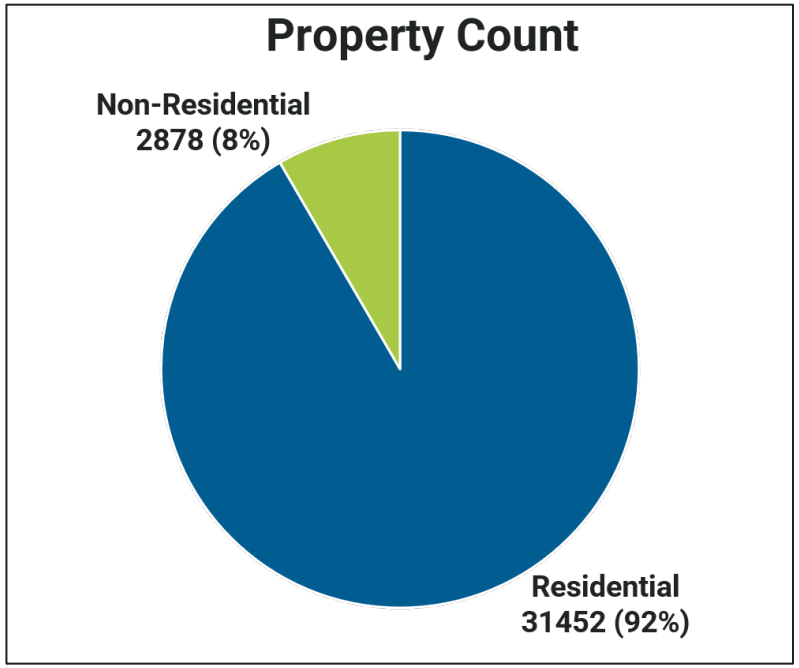


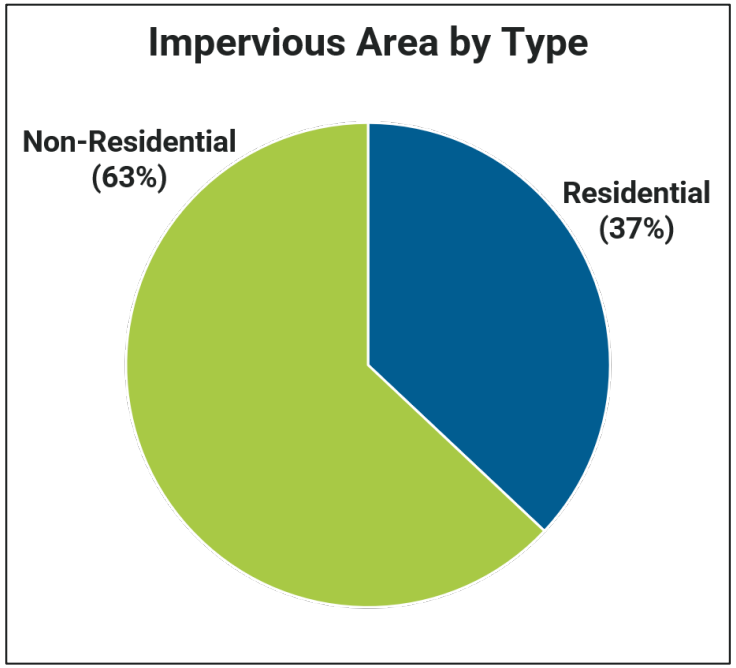




Impervious Area Basis for Charges

Property Summary





Residential Example



Non-Residential Example



Key Considerations

1 Residential Rate Structure

Flat Rate OR **Tiered Rate**

- Stable revenue
- Lower administrative burden

- More equitable
- Higher administrative burden

2 $ / ERU = Level of Service

Lower $/ERU
Reactive, Baseline Services

Higher $/ERU
Proactive Management

Rate selected directs service level provided

3 Exemptions

Mandatory
State-required exemptions

Council Discretion
City, County, Religious, ISDs/Charter Schools, Closed Cemeteries

4 Effective Date

- Timing should allow for system setup and public outreach.
- Pending Council direction

Approach based on Prior Council Feedback Received Jan 30th & April 23rd

1. **Fee Structure**
   - Flat Residential (reassess tier structure in 1-3 years)
   - Per-ERU Non-Residential

2. **Exemptions**
   - None
   - City, County, Tax-Exempt Religious, ISDs / Charter Schools, Closed Cemeteries

3. **Monthly Rate**
   - Fee at $4.00 / Month / Residence
   - $4.00 / ERU / month for Non-Residential properties
   - Generates ~$4.4M annually (FY27, assuming Oct 1 go-live date)

What Would Conroe's Stormwater Fee Pay For?

Service-based fee which includes regulatory compliance, O&M and capital improvements

Capital Improvements

- Alligator Creek Drainage Rehab
- Live Oak Cree Dredging
- Canterbury and Oxford Culvert Upgrade
- Hunnington Drive Drainage Improvements
- Other Drainage Improvements

Operations and Maintenance

- Staff
  - Senior Assistant Engineer (75%)
  - Senior Engineering Inspector (50%)
  - Administrative Assistant (50%)
- Ongoing Maintenance Activities

Conroe Stormwater Utility Fee

Structure	Example Property	Example Fee
Residential Flat fee of $4.00/month		3,200 sq ft impervious area **$4.00/month**
Non-Residential $4.00/ERU/month 1 ERU = 3,200 square feet of impervious area		144,707 sq ft impervious area 46 ERUs $4.00/ERU/month **$184.00/month**

Residential Benchmarks

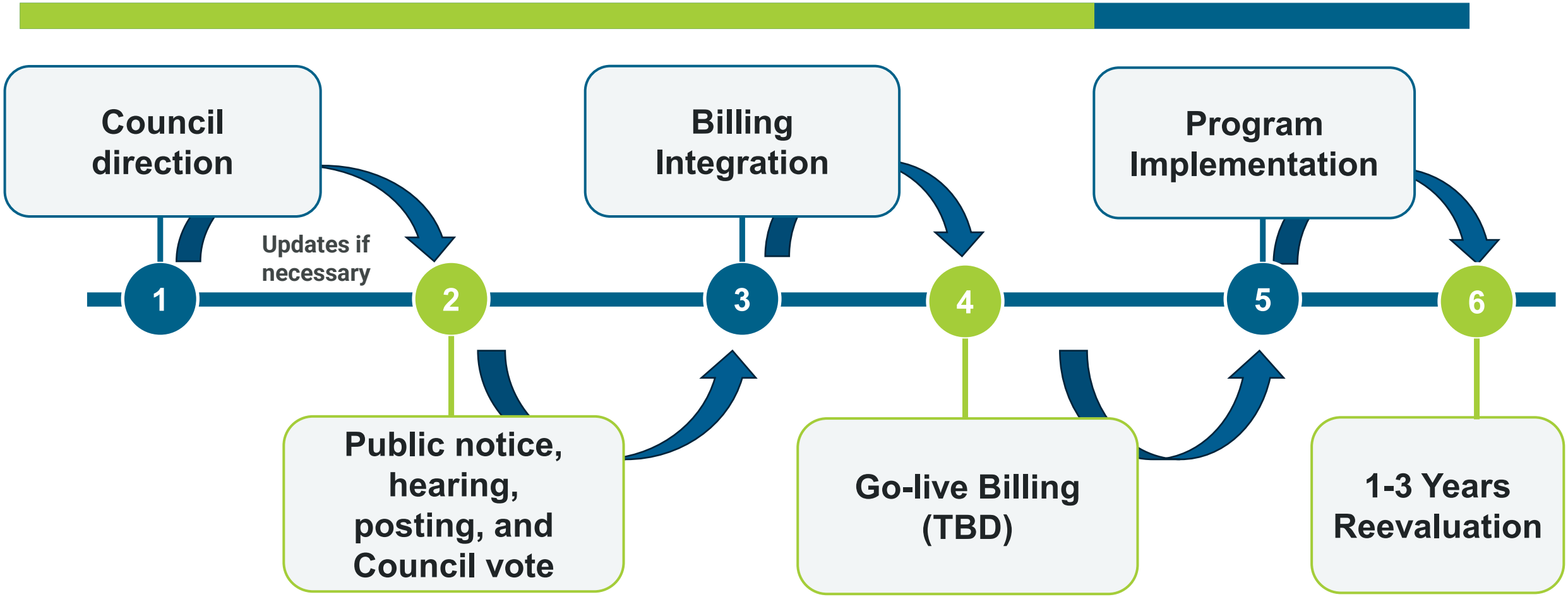


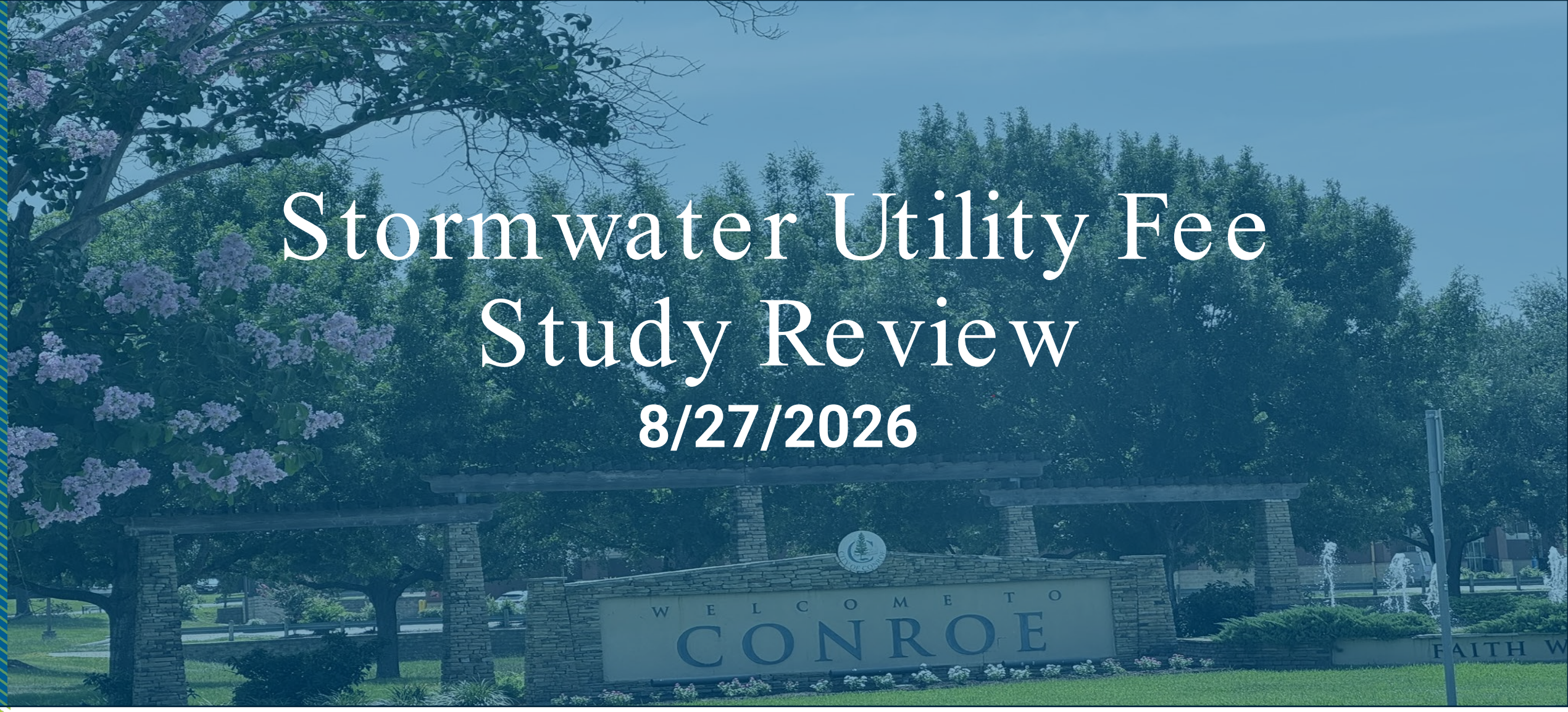
Non-Residential Benchmarks



30,000 sq ft Impervious Area

Next Steps


Council direction
Updates if necessary
Billing Integration
Program Implementation
1
2
3
4
5
6
Public notice, hearing, posting, and Council vote
Go-live Billing (TBD)
1-3 Years Reevaluation



Stormwater Utility Fee Study Review

8/27/2026

CITY OF CONROE
Est. 1904

FREESE AND NICHOLS

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Brandy Taylor, Community Development Director

Item Type: Other

B. Taylor

Joint Meeting: No Joint Meeting

Description

Discuss and Consider the CenterPoint agreement to provide service to the Water Plant No. 32 site.

Summary / Recommendation

Discuss and Consider the CenterPoint agreement to provide service to the Water Plant No. 32 site.

Fiscal Impact

Expenditure Amount:	$185,515.32
Revenue Amount:	
Account Number:	500/8040/9030/J15
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

CenterPoint Agreement

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is entered into as of the ____ day of _____, _____, and is between CenterPoint Energy Resources Corp. ("**CenterPoint**") and City of Conroe ("**Customer**").

CenterPoint operates as a public utility within various parts of the state of Texas (the "**Service Territory**") and provides natural gas utility service ("**Utility Service**") through its local distribution pipeline system located in the Service Territory (the "**Distribution System**") to Utility Service customers pursuant to CenterPoint's tariffs on file with the Railroad Commission of Texas.

Customer has requested CenterPoint, and CenterPoint is willing, to install additional Distribution System facilities to enable CenterPoint to provide Utility Service to Customer's property located in the Service Territory at 12364 Thompson Rd Willis TX 77318 (the "**Subject Property**") for use at Customer's manufacturing plant or other facilities located on the Subject Property (the "**Plant**").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter provided, Customer and CenterPoint do hereby agree, as follows:

1. Construction Work. Subject to the terms and conditions herein, CenterPoint will design, construct and install such natural gas transportation facilities and other equipment as CenterPoint deems necessary in its sole discretion (collectively, the "**Facilities**") to enable the transportation and delivery of natural gas by CenterPoint from an existing receipt point on the Distribution System to a delivery point established by CenterPoint on or near the Subject Property where CenterPoint's meter for the Plant is or will be located (the "**Delivery Point**"), for use by Customer at the Plant. Exhibit A attached hereto depicts the approximate location of Facilities to be installed by CenterPoint, but the parties acknowledge that the actual as-built location of the Facilities may vary from the depiction in Exhibit A. The Facilities will be designed to deliver up to eleven thousand five hundred fifty cubic feet (11.55 Mcf) of natural gas per hour at an operating pressure of no less than ten pounds per square inch gauge (10 PSIG), with a maximum allowable operating pressure (MAOP) of 60 PSIG to the Delivery Point; provided, however, that the maximum operating pressure available from the Facilities is dependent on the upstream pipeline supply pressure available from time to time. Except for any easement and ingress and egress rights that CenterPoint may require from Customer pursuant to Section 9 hereof to construct, install, operate and maintain any portion of the Facilities to be placed in or on the Subject Property (a "**Subject Property Easement**"), CenterPoint shall be responsible for obtaining any and all third party agreements and governmental licenses and permits necessary to install, maintain and operate the Facilities (collectively, the "**Authorizations**") and for appropriate site clean-up for construction activity on the Subject Property while the construction and installation of the Facilities is in progress and upon completion of such construction and installation.

2. Customer Equipment. Customer shall be solely responsible for the acquisition, installation, maintenance and operation of over pressure protection, any piping and equipment and all permits, inspections, and easements that may be necessary to transport the natural gas from the Delivery Point to the Plant or any other location on the Subject Property where Customer intends to use the natural gas (collectively, the "**Customer Installation Requirements**").

3. Construction Dates. CenterPoint shall use commercially reasonable efforts to complete the Facilities and have them operationally ready within 365 days after the last receipt by CenterPoint of the following items: i) the Agreement executed by the Customer, ii) the Upfront

Payment from Customer pursuant to Section 4, iii) any required Authorizations, and iv) if requested from Customer pursuant to Section 9, a Subject Property Easement (the last date of such receipt, the "**Start Date**"). CenterPoint shall notify Customer when the Facilities are completed and operationally ready to provide Utility Service (the date of that notice, the "**Completion Date**"). Notwithstanding the foregoing, CenterPoint shall not be required to complete the Facilities until the Customer Installation Requirements have been satisfied to CenterPoint's reasonable satisfaction and, if the Plant is under construction, the slab or foundation for the Plant has been completed. CenterPoint and Customer shall coordinate the date for CenterPoint's work on any part of the Facilities to be constructed on the Subject Property, and Customer agrees that it will ensure that no heavy machinery will be operated by Customer's employees or contractors in the vicinity of where that work will occur.

4. Upfront Payment. As consideration for the construction of the Facilities, Customer shall make an upfront payment of $185,515.32 (the "**Upfront Payment**") to CenterPoint prior to the Start Date. Customer agrees that the Upfront Payment represents Customer's consideration to CenterPoint for the construction of the Facilities, but it is not intended to constitute payment for any Utility Service provided by CenterPoint over the Facilities.

5. Early Termination. If, after the Upfront Payment has been paid, but before the Completion Date, Customer terminates this Agreement (the "**Project Cancellation Notice Date**"), Customer shall be responsible for all actual and documented costs reasonably incurred by CenterPoint, up to the Project Cancellation Notice Date, plus all actual and documented costs reasonably incurred by CenterPoint for cancelling, demobilizing, and terminating the project, including any reasonable cancellation charges and other reasonable costs and expenses incurred by CenterPoint from third-party vendors in connection with CenterPoint's cancellation (collectively, the "**Project Cancellation Costs**"). CenterPoint may immediately invoice the Customer for the positive difference between the Project Cancellation Costs minus the Upfront Payment, (the "**Agreement Termination Fee**"). Customer shall pay to CenterPoint the Agreement Termination Fee no later than ten (10) days after receipt of the invoice for the Agreement Termination Fee. Customer shall be entitled to a refund equal to the positive difference of the Upfront Payment minus the Project Cancellation Costs.

6. Force Majeure; Reimbursement for Unforeseen Construction Costs.

(a) CenterPoint shall not be liable for any delays in, or suspensions of, the construction of the Facilities caused by a Force Majeure Event. For purposes of this Agreement, the term "**Force Majeure Event**" shall mean acts of God, adverse weather conditions, inability to obtain any necessary Authorizations after reasonable effort to obtain them has been made, earthquakes, riots, wars, strikes or labor disputes, unavailability of required materials, acts or omissions of third parties not under the affected party's control, a change in law or other governmental action, and other such events or circumstances which are beyond the reasonable control of CenterPoint.

(b) Customer shall reimburse CenterPoint for any and all environmental compliance costs related to soil contaminant testing, screening, disposal, and remediation if pre-existing contaminated soil or other pre-existing environmental pollutants or hazardous substances are discovered during the excavation for the Facilities outside of the Subject Property to the extent that (i) such testing, screening, disposal, remediation or other environmental compliance is required by law and (ii) such costs do not arise from CenterPoint's own negligent or intentional misconduct.

7. Ownership and Maintenance of the Facilities. CenterPoint shall at all times own the Facilities and will operate and maintain the Facilities as part of the Distribution System for so long as CenterPoint must use the Facilities to provide Utility Service to the Delivery Point.

8. Warranty and Disclaimer. CenterPoint represents and warrants to Customer that the construction and installation of the Facilities will be performed in a good and workmanlike manner in accordance with all applicable pipeline safety requirements and the terms of this Agreement. Except for the foregoing, CENTERPOINT HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE FACILITIES AND THEIR CONSTRUCTION AND INSTALLATION (INCLUDING ALL GOODS, MATERIALS AND SERVICES FURNISHED WITH RESPECT THERETO), WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Subject Property Easement. Customer hereby grants CenterPoint the right to install, maintain, repair, remove, replace and operate any portion of the Facilities to be installed on or under the Subject Property, including reasonable rights of ingress and egress on and across the Subject Property, during normal business hours (except in cases of imminent danger) and subject to Customer's reasonable security and business interruption precautions. If requested by CenterPoint, Customer shall execute and deliver to CenterPoint a separate Subject Property Easement for such Facilities for recording purposes. Any Subject Property Easement requested hereunder will be prepared by CenterPoint and must be executed by Customer and delivered to CenterPoint prior to the Start Date.

10. Indemnification. Notwithstanding anything herein to the contrary, Customer hereby releases CenterPoint from any liability for any pre-existing hazardous substances, pollutants or contaminants on, in or under the Subject Property. To the extent any hazardous substances, pollutants or contaminants are discovered or detected on the Subject Property, either prior to, during or after CenterPoint's work is completed, and such substances, pollutants, or contaminants were not brought on the Subject Property by CenterPoint, its employees or contractors or released by the Facilities, then Customer shall at its expense, take such steps as are required by applicable law with respect to such hazardous substances, pollutants or contaminants, and shall protect, defend, indemnify and hold harmless CenterPoint against any and all claims arising therefrom.

11. Damages. A party's liability for failure to perform its obligations under this Agreement, which failure is not excused by a Force Majeure Event, shall be limited to direct actual damages only and all other remedies at law or in equity are waived. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE. This Section is not to be construed as limiting the indemnification obligations of either party under Section 10.

12. Independent Contractor. In performing its obligations hereunder, CenterPoint shall act as an independent contractor and not as the agent of Customer. No subcontractor or other person or entity hired or engaged by CenterPoint or any subcontractor thereof shall be an agent of Customer.

13. Notices. Any notice to be given by a party hereto upon another party hereto in connection with this Agreement must be in writing and shall be sent to such other party at its delivery address for notice set forth below (i) by regular U.S. mail, private delivery service or recognized overnight courier, or (ii) by facsimile or email transmission.

Delivery address
for notice to Customer:

City of Conroe
Attention: TARA GAHA
700 Metcalf St
Conroe, Texas 77301
Telephone No: 936-522-3133
Email: TGAGA@CITYOFCONROE.ORG

Delivery address
for notice to CenterPoint:

CenterPoint Energy Resources Corp.
Attention: Contract Administration
P.O. Box 2628
Houston, TX 77252
Telephone No.: 713-207-4322
FAX No.: 713-207-0854
Email: cerccontracts@centerpointenergy.com

Any party hereto may designate a different delivery address for notice to such party by giving notice thereof to the other party hereto.

14. Governing Law and Severability. This Agreement shall be governed by and construed according to the laws of the State of Texas excluding, however, any conflict of laws rule that would apply the law of another jurisdiction. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Agreement.

15. Further Assurances. The parties will execute and deliver any and all other instruments or documents and take such other and further action as may be reasonably necessary or appropriate in order to give effect to the terms and provisions of this Agreement.

16. Compliance with Law and Regulations. This Agreement shall be subject to all valid and applicable laws and to the applicable valid rules, regulations or orders of any regulatory agency or governmental authority having jurisdiction over the parties or this Agreement. The parties shall be entitled to regard all applicable laws, rules and regulations (federal, state or local) as valid and may act in accordance therewith until such time as the same may be declared invalid by a final, non-appealable judgment of a court of competent jurisdiction. The parties shall at all times observe and comply with any and all applicable laws, rules and regulations (federal, state or local) in the performance of their obligations under this Agreement.

17. Entire Agreement, Amendment and Interpretation. This Agreement represents the entire agreement by and between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. This Agreement may not be amended except by written agreement duly executed by the parties hereto. This Agreement shall not be construed as creating any third party beneficiaries hereof. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. All references in this Agreement to Sections, subsections and other subdivisions refer to the corresponding Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. No waiver of any provision, breach or remedy under this Agreement shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this

Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this Agreement shall be sufficient to bind a party hereto to the same extent as an original.

18. Term. The term of this Agreement commences on the date first written above and ends at the later of the Completion Date, or on the date that all payment and performance obligations in Section 4 hereof are satisfied, whichever occurs last, except that Sections 7, 8, and 10 hereof shall survive this Agreement's termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
(*Signature*)

_____
(*Name*)

_____
(*Title*)

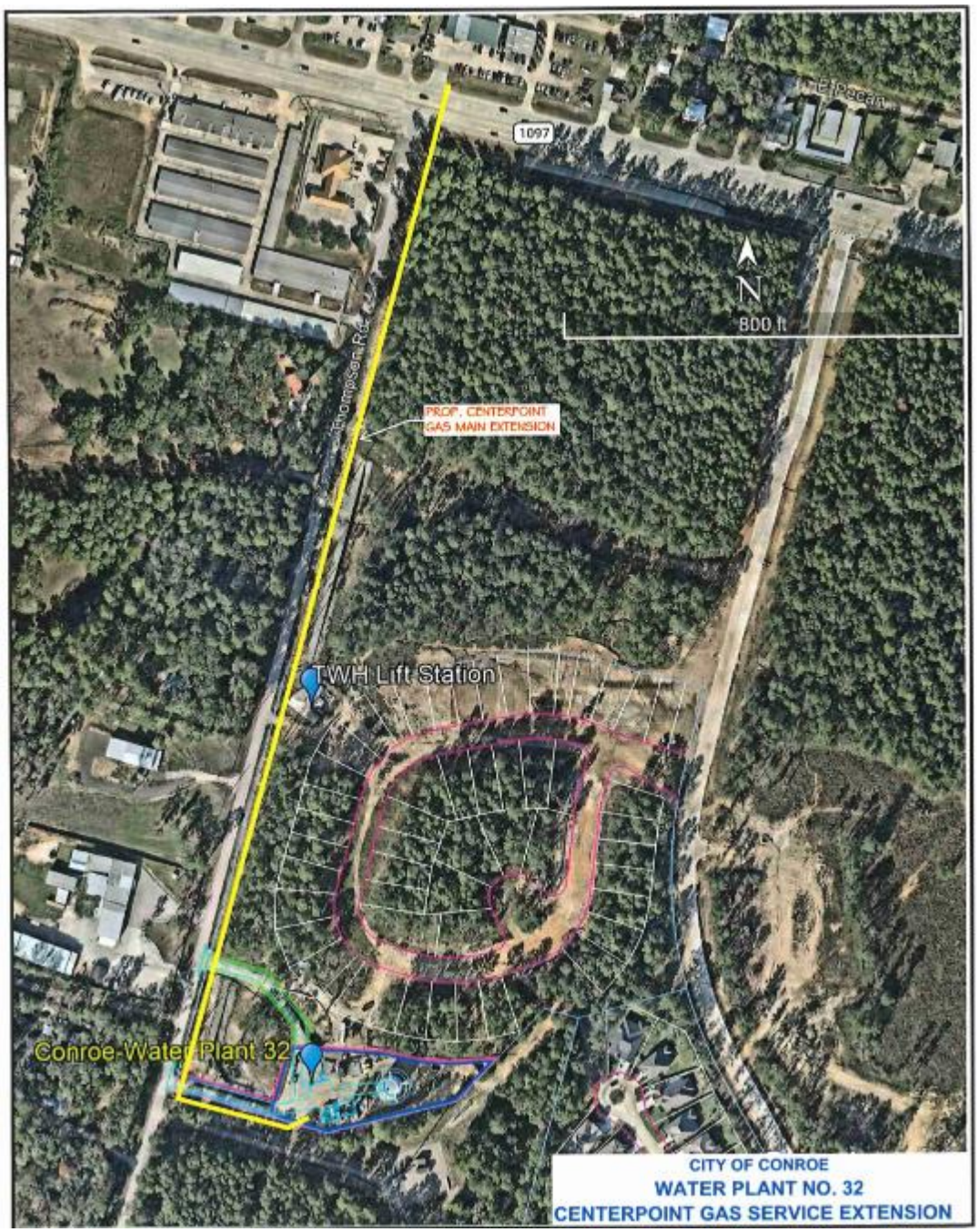
CITY OF CONROE

By: _____
(*Signature*)

_____
(*Name*)

_____
(*Title*)

EXHIBIT A TO THE FACILITIES AGREEMENT



Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Brandy Taylor, Community Development Director

Item Type: Bid Award

B. Taylor

Joint Meeting: No Joint Meeting

Description

Discuss and Consider the bid for mowing services for the City of Conroe facilities, parks and other municipal sites.

Summary / Recommendation

Discuss and Consider the bid for mowing services for the City of Conroe facilities, parks and other municipal sites. Staff recommends the award to Rotolo Consultants in the amount of $567,707.50.

Fiscal Impact

Expenditure Amount:	$567,707.50
Revenue Amount:	
Account Number:	Various Departments
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Memo Recommendation
Services Contract

Purchasing

CITY OF CONROE

Est. 1904

To: Lauren Arnold – Assistant Director, Parks Operations

CC: David Willard – City Administrator

From: Stephanie Ramirez – CTCD, Buyer II

Date: August 10, 2026

Subject: Bid Recommendation: Annual Mowing Services

Council Approval: X Yes __No

Purchasing staff solicited competitive bids on behalf of the Parks Department to secure a vendor to provide mowing services for numerous departments. Bids were opened on July 16, 2026. Seven bids were received and evaluated. Below are the bid amounts received.

- Yellowstone Landscape $783,265.00
- Silversand Services $771,586.80
- Ambassador Services $767,176.60
- BrightView Landscape Services $619,321.29
- Monarch Landscaping Services $602,113.38
- Alpha Lawn Care $596,725.00
- **Rotolo Consultants** **$567,707.50**

Purchasing conducted an administrative review of all submitted documents, including reference checks. To ensure a broad range of expertise in the evaluation process, Purchasing engaged staff from across the City. Representatives from Parks, Police, Fire and Purchasing participated in scoring the bids.

Based on this review, Purchasing recommends awarding the contract to **Rotolo Consultants** in the amount of **$567,707.50** based on the overall scores listed below.

Vendor	Experience & Qualifications	Cost	References	Prior experience with the City of Conroe	Total Score
Alpha Lawn Care & Sprinkler Systems	17.6	55.4	1.4	3.6	78
Ambassador Services	18.8	43.2	7.2	3.8	73
BrightView Landscape Services, Inc.	21.6	52.4	4.6	1.4	80
Rotolo Consultants, Inc.	**21**	**59.2**	**8.2**	**1.4**	**89.8**
Yellowstone Landscape	12.4	28.8	3.6	1.4	46.2
Monarch Landscaping Services, LLC*	0	0	0	0	0
Silversand services*	0	0	0	0	0

*Did not attend mandatory pre-bid

Rotolo Consultants, Inc.

www.RotoloConsultants.com

Rooted in Tradition · Growing the Future

Annual Mowing Services Proposal

Prepared For: City of Conroe, Texas

RFP No. 0716-2026

Organization of Contents

RFP No. 0716-2026

Cover Letter
Table of Contents
Executive Summary
Company Profile & Qualifications

- History & Locations
- Our Scope of Services
- Municipal Experience
- Regional Management Staffing

Operational Approach

- Understanding of the Scope
- Staffing & Equipment Deployment
- Production Schedule & Weekly Operations
- Athletic Field Maintenance Strategy
- Quality Assurance & Contract Success

Operating Procedures

- Staffing & Supervision
- Safety Program
- Quality Control & Daily Reporting

References
Appendix

- Required Forms & Certifications

Tab 1 – Cover Letter



July 16, 2026

City of Conroe Purchasing Department
Attn: Stephanie Ramirez, Buyer II
700 Metcalf Street
Conroe, TX 77301
RE: RFP No. 0716-2026 – Annual Mowing Services

Dear Ms. Ramirez:

Rotolo Consultants, Inc. (RCI) is pleased to submit our proposal in response to the City of Conroe's Request for Proposals No. 0716-2026 for Annual Mowing Services.

For nearly five decades, RCI has partnered with municipalities, parks departments, school systems, and other public agencies to provide dependable landscape maintenance services throughout the Southeast. Our experience maintaining parks, athletic fields, medians, rights-of-way, municipal campuses, and public facilities has equipped us with the personnel, equipment, and operational systems necessary to successfully perform the services required by the City of Conroe.

We understand the City's objective is to secure a contractor capable of delivering complete, timely, safe, and professional mowing services while maintaining the appearance, functionality, and safety of its public properties. Should RCI be selected, we are committed to providing responsive management, consistent communication, and a proactive approach to quality assurance to ensure all work is performed in accordance with the contract requirements.

Enclosed is our qualifications proposal, which demonstrates our understanding of the requested services and our capability to successfully perform this contract. As required by the solicitation, all pricing information, including the completed Bid Sheet and Bid Breakdown Sheet, has been submitted separately through the City's OpenGov Procurement Portal and is therefore not duplicated within this proposal.

Thank you for your time and consideration. We appreciate the opportunity to be considered for this contract and look forward to the possibility of serving the City of Conroe. Should you require any additional information, supporting documentation, or clarification regarding our proposal, please contact:

Mike McNeill
Director of Maintenance Estimating
Rotolo Consultants, Inc.
Email: MMcNeill@rotoloconsultants.com

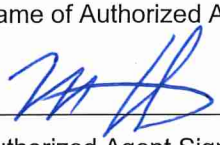
Sincerely,

Michael Rotolo
President & Chief Operations Officers | Rotolo Consultants, Inc.

Tab 2 - Acceptance of Conditions/ Scope of Work



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

Rotolo Consultants, Inc.	Michael Rotolo
(Company Name)	(Name of Authorized Agent – Printed)
38001 Brownsvillage Road	
(Street Address / P.O. Box)	(Authorized Agent Signature)
Slidell, LA 70460	7/15/2026
(City / State / Zip Code)	(Date)
(800) 641-2427	
(Phone)	

RCI

LANDSCAPE • MAINTENANCE • CONSTRUCTION

Tab 3 – Company Background



EXECUTIVE SUMMARY

Rotolo Consultants, Inc. (RCI) is pleased to submit this Proposal in response to the City of Conroe RFP #0716-2026 for Annual Mowing Services. Headquartered in Slidell, Louisiana, with local operations for this contract supported out of our office at 22931 Mossy Oaks Rd, Spring, TX 77389 RCI, has built a reputation across the Gulf South and Southeast United States as a trusted, performance-driven commercial landscaping contractor serving municipalities, institutions, and commercial clients.

This proposals details RCI's precise operational approach to delivering mowing, edging, string-line trimming, and blowing services across the City of Conroe's full portfolio of parks, facilities, athletic fields, and right-of-way locations. RCI's deployment plan is built around three purpose-configured crews — two traditional three-person general maintenance crews and one specialized two-person autonomous mowing crew — comprising eight total field personnel per weekly service cycle.

RFP Number	RFP #0716-2026	**Response Due**	July 16, 2026 – 1:00 PM
Client	City of Conroe, TX	**Contract Start**	October 1, 2026
Total Crew	8 field personnel / cycle	**Contract Term**	1 year + (4) 1-year renewals
Total Site Locations	~78 distinct sites	**Service Model**	3 crews, weekly cycle



From Roots to Results: Transforming Landscapes with Excellence and Innovation Since 1978

Since opening our doors as a local plant nursery in 1978, Rotolo Consultants, Inc. (RCI) has been providing clients across the U.S. with full-suite landscape and construction services. Over the years, RCI has grown from a family nursery into a leader in the green industry, known for our commitment to quality, innovation, and customer satisfaction. Our team of skilled professionals brings a wealth of expertise to every project, ensuring that each client's vision and needs are brought to life with precision and care.

Our success is built on strong relationships with our clients coupled with the use of state-of-the-art equipment and the latest industry techniques delivering results that not only meet but exceed our clients' expectations. We pride ourselves on our responsiveness and our ability to tailor our services to the specific needs of each property. RCI is committed to providing exceptional service that supports the visions of our clients.

Our team possesses the ability to handle a diverse range of projects, from large-scale commercial developments and high-end resorts to school districts and municipalities. We maintain 1,000+ properties across the country— and we do it with creativity, passion and integrity. Our full-suite landscape maintenance services include:

- Annual Installations
- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Athletic Fields Management
- GIS Mapping
- Debris Removal
- ROW Maintenance
- Landscape Assessments
- Mulching
- Chemical Application
- Horticultural Services





OUR MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

OUR CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

45+ years in business.

Recognized as one of the top 20 largest commercial landscape companies in the U.S.



27 operational locations across 8 states.



1,000+ employees



1,000+ landscape maintenance clients

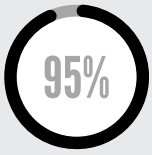


100+ current construction clients



300+ fleet

Over $20 million in owned equipment



Retention rate of over 95% on existing maintenance clients

Prepared to Deliver Superior Service, Every Time

RCI holds professional relationships with industry leaders such as Isuzu, John Deere, and Stihl. Our purchasing power assures government-level pricing structure and "front of the line" ability to secure equipment on short notice. In addition, with **over $20 million** of owned equipment currently, RCI has the ability to deploy any level of equipment and vehicles required initially to commence operations at any level.

RCI has the ability and proven track record to quickly staff large-scale operations. We hold the philosophy of maintaining "bench strength" management and supervisors at all times in order to absorb the on average **15% year-over-year growth** that we have successfully absorbed over the last decade. Our ongoing internal training system ensures all staff are fully trained on all equipment employed on a job site. With multiple purchasing agents, all necessary stock, supplies, and inventory are identified and in place prior to the start of any project we undertake.

Built within our entire proposal are the staff and equipment to assure a quality project. Historically, we have a **retention rate of over 95%** on existing landscape maintenance clientele. This does not happen by accident but only through proper management and staffing with checks and controls ensuring every team member is held responsible for their area of work.

RCI is also proud of our **300+ fleet** of trucks and numerous large equipment pieces. As proud R&D partners with John Deere and Rain Bird, we serve as strategic account holders for both. RCI remains on the cutting edge of what is happening within the green industry, standing ready to offer our clients superior service.

As a top contractor, we provide full-suite landscape and construction services, including:

LANDSCAPE MAINTENANCE

- Athletic Fields Management
- Turf Debris Removal
- ROW Maintenance
- Landscape Assessments
- Mulch
- Annuals
- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance Chemicals/Horticultural Services

CONSTRUCTION

- Hardscape
- Aquatics
- Design & Build
- Lighting
- Erosion Control
- Irrigation
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

DISASTER RELIEF

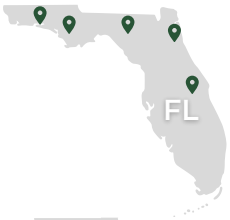
- Tree Removal
- Debris Removal
- Landscape, Aquatic, Hardscape Renovation & Emergency Repair
- Labor & Equipment Assists
- Hurricane Relief
- Property Assessments
- Demolition
- Pressure Washing
- Mold Remediation
- Roof Repair

DESIGN + ASSIST

- Land Planning
- Landscape Architecture
- GIS Mapping & Presentations
- Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design



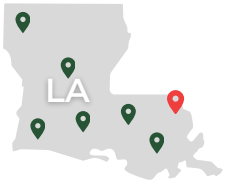
ALABAMA
- Alexander City
- Birmingham
- Mobile
- Tuscaloosa



FLORIDA
- Destin
- Jacksonville
- Kissimmee
- Orlando
- Panama City Beach
- Tallahassee



GEORGIA
- Columbus



LOUISIANA
- Alexandria
- Baton Rouge
- Lake Charles
- Lafayette
- New Orleans
- Shreveport
- Slidell



MISSISSIPPI
- Biloxi
- Hattiesburg
- Jackson



SOUTH CAROLINA
- Clemson



TENNESSEE
- Memphis
- Nashville



TEXAS
- Austin
- Houston
- Sugarland

27 Operational Locations

CONTACT US:
(800) 641-2427
info@RotoloConsultants.com
www.RotoloConsultants.com

Tab 4 -
Qualifications



Municipal Maintenance Expertise

Rotolo Consultants, Inc. currently maintains 200+ active municipal jobs with a combined annualized value exceeding $18.27 million. Our municipal portfolio includes city parks, streetscapes, rights-of-way, public facilities, athletic complexes, greenways, community centers, ponds, and other public infrastructure across multiple states. We provide comprehensive grounds maintenance, horticulture, irrigation, athletic field maintenance, vegetation management, and enhancement services while consistently delivering safe, responsive, and contract-compliant operations.

MUNICIPAL PORTFOLIO

200+ | ACTIVE MUNICIPAL CONTRACTS

$18.27 MILLION | ANNUAL MUNICIPAL REVENUE

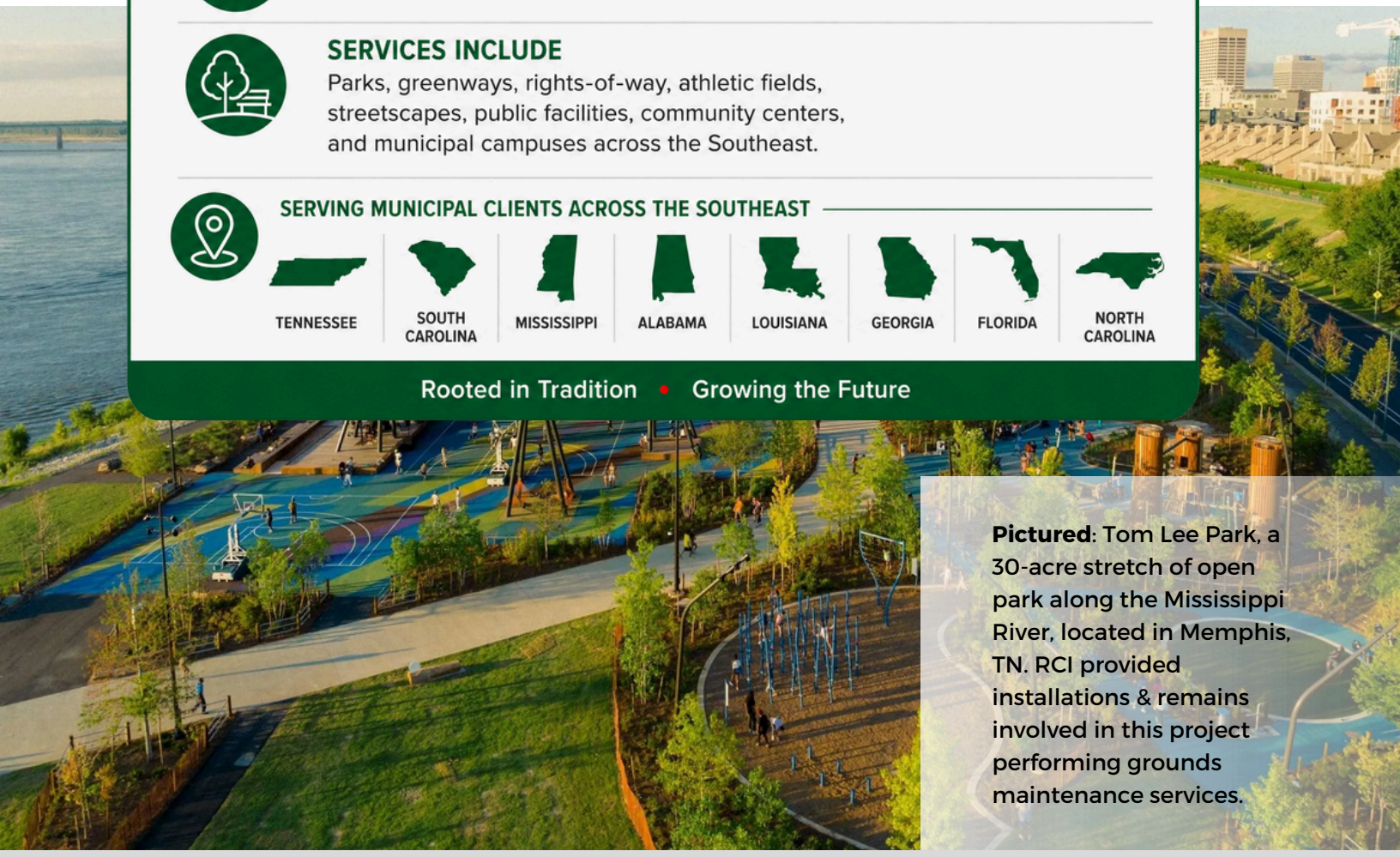
SERVICES INCLUDE

Parks, greenways, rights-of-way, athletic fields, streetscapes, public facilities, community centers, and municipal campuses across the Southeast.

SERVING MUNICIPAL CLIENTS ACROSS THE SOUTHEAST

TENNESSEE | SOUTH CAROLINA | MISSISSIPPI | ALABAMA | LOUISIANA | GEORGIA | FLORIDA | NORTH CAROLINA

Rooted in Tradition • Growing the Future



Pictured: Tom Lee Park, a 30-acre stretch of open park along the Mississippi River, located in Memphis, TN. RCI provided installations & remains involved in this project performing grounds maintenance services.

Representative Municipal Portfolio by State

Division	Representative Municipal Contracts
Florida	City of Kissimmee; City of St. Cloud (US 192 Community Redevelopment District); Central Florida Tourism Oversight District (Section 26); City of Tallahassee; City of Orlando facilities; numerous municipal parks, streetscapes, and public facilities
Louisiana	Ernest N. Morial Convention Center; Lafayette Public Library System; St. Tammany Parish Department of Public Works; City of Lafayette municipal facilities; municipal parks and public buildings throughout South Louisiana
Mississippi	Mississippi Department of Transportation; City of Richland Streetscapes (West Harper Street, Lowe Circle, Scarborough Street); municipal parks and public facilities throughout the Gulf Coast and Central Mississippi
Alabama	City of Wetumpka; Town of Summerdale Library; municipal parks, public facilities, and streetscape maintenance throughout Alabama
Tennessee	City of Germantown (Parks & Greenways, Public Spaces, Rights-of-Way, The Grove, Area 1); Bert Ferguson Park; Fletcher Creek Park; Metropolitan Nashville Airport Authority; City of Memphis Rights-of-Way and Medians
Texas	The Woodlands Township; City of Deer Park; City of Katy; City of Waller; municipal streetscapes, parks, and public facilities throughout the Houston metropolitan area
South Carolina	Greenville County Community Center; Greenville County Parks & Ponds; Greenville County Pavilion Recreation Center; municipal parks and public facilities
Georgia	Municipal landscape maintenance services supporting public facilities and municipal infrastructure within the Atlanta metropolitan area

Michael Rotolo | President & Chief Operations Officer

Michael Rotolo has been with RCI since 2005 and serves as the company's President and Chief Operations Officer. He is a graduate of the Georgia Institute of Technology where he earned a degree in Mechanical Engineering. With nearly two decades of experience at RCI, Michael's experience and expertise ensures the highest quality of services are provided to each and every RCI client. Under his leadership, the company has seen significant growth and innovation, continually adapting to meet the evolving needs of its clients. His passion for engineering and leadership is matched only by his dedication to making a positive impact both within and outside of RCI.

Brandt Martin | Chief Operations Officer of Maintenance

As Chief Operations Officer of Maintenance, Brandt Martin oversees all aspects of multiple maintenance divisions throughout a seven-state area with a specific focus on customer relations, contracting, acquisition/integration, resource allocation and field operations. Brandt Martin is an accomplished executive with 15+ years in landscape and construction. In partnership with his executive management team, Brandt creates customer service packages that support the company's mission and goals while providing best-in-class products and services for the company's maintenance clients across the Southeastern U.S.

David Wells | Regional Vice President

David Wells serves as Regional Vice President of Maintenance for RCI. With over two decades of experience and nearly 15 years at RCI, he has held various leadership roles at the company. Since joining in 2010, David Wells has served as Supervisor, Area Manager, Regional Manager, Division Manager, and currently RVP of Maintenance. He brings a wealth of industry knowledge to every role he undertakes. His dedication to excellence, coupled with his extensive experience in all facets of landscaping operations, positions him as a seasoned and accomplished professional in the industry.

University Medical Center

New Orleans, LA

RCI delivered comprehensive landscape construction, aquatic and hardscape installations, and continues to provide expert maintenance to ensure the property's visual and functional excellence.



Steven Pugh | Corporate Irrigation Expert

Having over 30 years of industry experience Steven is passionate about helping customers build top-tier landscape irrigation systems. In 1996, Steven obtained his Texas Irrigation License, Certified Irrigation Technician (CIT), Backflow Testers Certification, and Landscape Irrigation Auditor Certification (CLIA) from Texas A&M. Steven was also a former ASP for Rain Bird Pump Station(s), Rain Bird IQ Central, and PPS Pump Station(s) as well as Rain Bird Maxi-Com certified. Steven specializes in water conservation, creating irrigation systems that work in harmony with the natural environment to keep landscapes looking their best. He currently leads RCI's team of irrigation techs that are certified by the Irrigation Association.

Eddy Fernandez | Corporate Safety Officer

As Safety Manager, Eddy Fernandez identifies, develops, and implements risk management programs, policies, and initiatives, including analysis and recognition of trends as well as risk mitigation programs to manage exposure and loss. Eddy leads RCI's weekly toolbox talk giving managers a weekly safety topic to discuss in further detail with crews each day. Eddy is bilingual with the ability to speak and write both English and Spanish. With over 24 years of experience in safety management, Eddy boasts many safety certifications, a few of which being OSHA 10, 30, 500, and 501.

Russell Harris | Corporate Horticulturist, ISA Certified Arborist

Russell Harris, RCI's Corporate Horticulturist and ISA Certified Arborist (#SO-11483A), supports the construction and maintenance divisions at RCI across all markets. Harris has a Bachelor of Science in Horticultural Systems and a Master of Science in Horticulture and Pesticide Chemistry. He has been a licensed Commercial Pesticide Applicator for industrial, right of way, ornamentals & turf, and aquatics since 1997, and has held a horticultural service license since 1997. His work experience includes 25+ years working in the golf course industry, landscape industry, and as a county agent.

Mark Bradley | Division Manager

Mark Bradley serves as Division Manager for Rotolo Consultants, Inc. (RCI) in Houston, Texas, where he oversees landscape maintenance operations, client relations,and operational performance for commercial, institutional, and public-sector clients throughout the region. With more than 19 years of leadership experience in landscape operations, branch management, and revenue growth strategy, Mark brings a strong background in team development, contract management, operational efficiency, and client retention. Prior to joining RCI, he held senior leadership roles with nationally recognized landscape firms, successfully managing multi-million-dollar operations, expanding regional revenues, and leading large-scale workforce and business development initiatives. Mark earned a Bachelor of Business Administration in Management from St. Edward's University and previously held FINRA Series 6 and 63 securities licenses, along with Texas Life, Health, and HMO insurance licenses. His leadership approach emphasizes operational accountability, scalable growth, risk mitigation, and long-term client partnership development.

Dalin Stanton | Regional Manager

Dalin Stanton is Regional Manager with Rotolo Consultants, Inc. (RCI), where he directs regional operations and supports overall performance. He brings over two years of experience in landscaping and more than five years in management, blending field knowledge with strong organizational skills. Dalin's responsibilities include scheduling, resource management, and staff development. He holds a Bachelor of Science in Construction Management from Utah Valley University. With a hands-on leadership style and a background spanning construction and grounds services, Dalin is well equipped to manage contract execution and ensure consistent service delivery.

- Proactive Management
- Workload Capacity
- Professional Crews
- Dedicated Personnel
- Full-Vetted Staff
- Insured & Compliant
- Exceptional Service
- Consistent Safety Training
- Cutting-Edge Equipment

Role	Primary Focus	Key Responsibilities
Division Manager- Mark Bradley	Operational leadership and regional oversight	• Directs Regional & Area Managers to achieve growth and profitability • Provides overall operational direction, reporting, and budget management • Manages key client relationships and service quality at a regional level • Oversees hiring, training, mentoring, and performance evaluations • Ensures operational alignment with company policies and standards
Regional Manager- Dalin Stanton	Customer experience and program delivery	• Leads customer onboarding, contract reviews, and renewals • Conducts site assessments and audits to maintain standards • Collaborates with clients on enhancement budgets and property improvements • Directs Area Managers to achieve property-level financial goals • Ensures responsive communication and issue resolution
Area Manager- Arnett Whisenhunt	Daily field operations and crew management	• Oversees crews and equipment to optimize service efficiency • Creates and executes property-specific service plans • Directs and supervises daily crew operations and safety • Communicates proactively with clients and Regional Managers • Resolves property issues promptly and enforces quality standards



Understanding of the Scope

Rotolo Consultants, Inc. (RCI) understands that the City of Conroe requires a contractor capable of delivering consistent, high-quality mowing services across a diverse portfolio of municipal properties, including parks, athletic fields, public safety facilities, administrative campuses, transportation facilities, medians, rights-of-way, and undeveloped properties. The City's objective is to maintain these public assets in a safe, attractive, and professional condition while adhering to established mowing frequencies, site-specific requirements, and operational standards.

To accomplish this, RCI has developed a production model that aligns directly with the City's three maintenance frequencies. Rather than relying on a single workforce to service every property type, RCI will dedicate specialized crews and purpose-built equipment to each service category. This approach improves production efficiency, minimizes travel time, and provides the flexibility necessary to accommodate weather events, special events, seasonal growth, and other operational adjustments without affecting service quality.

Prior to proposal submission, our estimating team evaluated the City's site portfolio and developed a routing strategy that groups properties by geographic proximity and maintenance frequency. This production plan reduces unnecessary travel, maximizes productive field hours, and ensures every property can be serviced within the required maintenance cycle.



Staffing & Equipment Deployment

RCI will deploy a total of eight (8) field crew members organized into three distinct crews, each matched to the specific demands of their assigned scope. RCI's three-machine equipment stack per general crew is intentionally tiered to handle every terrain type encountered across the City's portfolio — from tight gated aquatic facility perimeters to expansive median strips on South Loop 336 and Dallas Street. No site will require subcontracting or equipment substitution. All equipment will carry backup units as required by the specifications.

Crew	Personnel	Equipment Complement	Primary Assignment	Cycle Days
Crew A	3 persons	30" Push Mower 60" Z-Turn Mower 96" Z-Turn Mower	42-Visit & 19-Visit General Sites (Parks, Facilities, ROW, Medians)	4 days (42-visit) 5 days (combined)
Crew B	3 persons	30" Push Mower 60" Z-Turn Mower 96" Z-Turn Mower	42-Visit & 19-Visit General Sites (Parks, Facilities, ROW, Medians)	4 days (42-visit) 5 days (combined)
Carl Barton Autonomous Crew	2 persons	72" Autonomous Mower (1" cutting height capable)	Carl Barton Jr. Park Athletic Fields (Soccer, Softball, Baseball — 52 visits/yr)	2 days / week

RCI's scheduling model is built around a repeating weekly cycle that ensures all sites are serviced within their contracted frequency windows while maintaining crew efficiency and flexibility. The cycle is structured as follows:

Service Tier	Crew(s) Assigned	Working Days / Cycle	Annual Frequency	Notes
42-Visit Locations Only	Crew A + Crew B	4 Working Days	42×/year	Mon–Thu cycle; full site list excluding 19-visit add-ons
42-Visit + 19-Visit Locations (Combined Weekly Cycle)	Crew A + Crew B	5 Working Days	Blended (19 or 42/yr)	19-visit sites added on Day 5 (Fri) — approx. every other week
Carl Barton Jr. Park Athletic Fields	Autonomous Crew (2 persons)	2 Working Days	52×/year	Fields mowed weekly independent of general crews

RCI will perform all services during the City's approved work hours and provide a proposed mowing schedule prior to contract commencement. An English-speaking supervisor will be present during all operations, maintain daily communication with the City's designated representatives, and oversee quality and safety. Services will be rescheduled when weather conditions could cause turf damage, and all mowing, edging, trimming, blowing, and cleanup will be completed concurrently during each visit. RCI will also adhere to all site access and security requirements, including maintaining secured gates at aquatic facilities.

Production Schedule & Weekly Operations

RCI's operational approach is built around the City's three maintenance frequencies. The two general maintenance crews will complete all 42-visit locations during a four-day production cycle. The remaining day is reserved for servicing 19-visit locations during their scheduled maintenance cycle, allowing all required properties to be completed within a standard five-day work week.

The athletic field crew operates independently from the general maintenance crews and completes the Carl Barton Jr. Park athletic fields over a two-day cycle each week. This separation prevents conflicts between athletic field maintenance and municipal landscape operations while ensuring the City's sports facilities receive the specialized attention they require.

Weekly Production Schedule

Crew	Monday	Tuesday	Wednesday	Thursday	Friday
Crew A	Schedule A Locations	Schedule A Locations	Schedule A Locations	Schedule A Locations	Scheduled Schedule B Locations
Crew B	Schedule A Locations	Schedule A Locations	Schedule A Locations	Schedule A Locations	Scheduled Schedule B Locations
Athletic Field Crew	Carl Barton Jr. Park	Carl Barton Jr. Park	Equipment Maintenance / Flex	Weather Recovery / Flex	Weather Recovery / Flex

This production strategy provides operational flexibility for weather delays, special events, emergency requests, or other unforeseen conditions while maintaining compliance with the City's required service frequencies.

All work will be performed during the City's specified operating hours unless otherwise authorized. Crew supervisors will remain in communication with City representatives throughout the work week and will adjust routing as necessary to accommodate City priorities.

Athletic Field Maintenance Strategy

RCI recognizes that Carl Barton Jr. Park represents the most specialized portion of this contract. Athletic fields require greater precision, lower mowing heights, and a higher level of consistency than traditional municipal landscapes.

To meet these requirements, RCI will dedicate a separate two-person crew equipped with a 72-inch autonomous mower specifically selected for sports turf maintenance. This equipment provides highly consistent cutting heights, repeatable mowing patterns, and precise boundary control while allowing field personnel to focus simultaneously on perimeter trimming, field inspections, and quality assurance.

General park equipment will not be relied upon for athletic field production except as contingency backup equipment.

Field maintenance operations will include:

- Scheduled mowing at City-required heights
- Concurrent trimming of inaccessible areas
- Removal of debris prior to mowing
- Protection of skinned infields and sports infrastructure
- Routine inspection of mowing quality
- Blade maintenance to ensure a consistently clean cut
- Backup equipment available when required

This dedicated approach enables athletic field maintenance to continue uninterrupted regardless of production activities occurring elsewhere throughout the City.

Quality Assurance, Communication & Schedule Flexibility

RCI's quality management program is designed to ensure every property is maintained consistently throughout the contract term. Each crew will be led by an English-speaking supervisor responsible for daily production oversight, safety compliance, quality inspections, and communication with the City's designated representatives. Supervisors will verify that mowing, edging, trimming, blowing, and debris removal are completed concurrently during each visit in accordance with the contract specifications.

Should hazardous conditions, damaged infrastructure, irrigation failures, or other maintenance concerns be identified during routine service, they will be reported immediately to the appropriate City representative.

Daily operational planning will allow crews to respond efficiently to changing field conditions, including rain events, drought conditions, special events, athletic programming, and emergency requests. When weather prevents safe mowing or creates rutting conditions, affected properties will be rescheduled while maintaining overall production commitments.

RCI's equipment inventory, dedicated staffing model, and route optimization strategy provide the operational flexibility necessary to maintain consistent service levels throughout the contract while minimizing disruptions caused by equipment failures or changing site conditions.

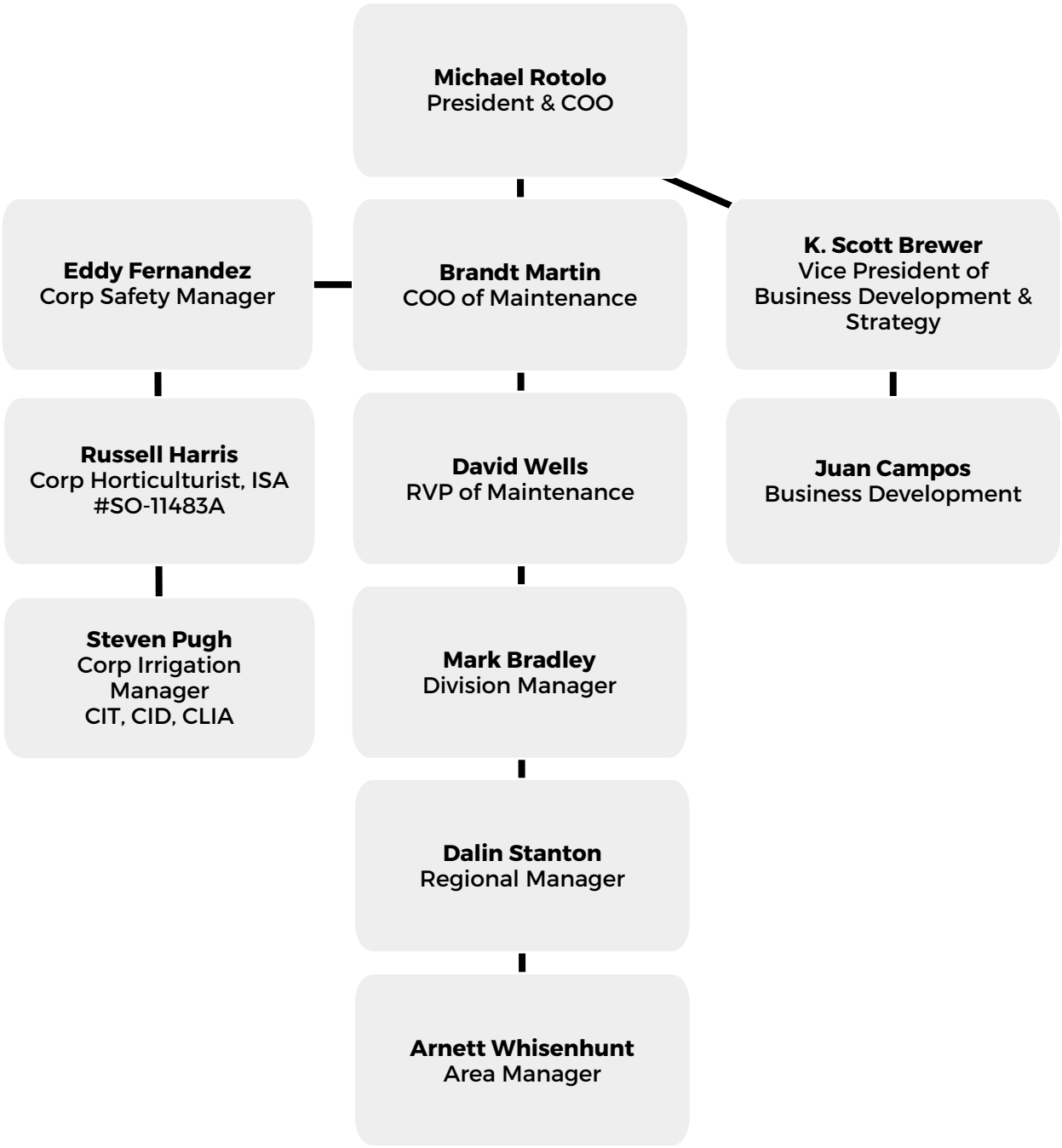
Commitment to Successful Contract Performance

RCI's operational plan is specifically designed around the City's service requirements rather than a generic landscape maintenance approach. Dedicated crews, specialized equipment, optimized routing, and clearly defined production schedules provide the resources necessary to maintain the City's parks, athletic fields, municipal facilities, and public spaces efficiently and consistently.

By assigning specialized equipment—including 96-inch wide-area mowers for high-production open turf areas and a dedicated 72-inch autonomous mower for athletic field maintenance—RCI maximizes productivity without compromising quality. This operational model enables our teams to complete required service cycles efficiently while maintaining the high standards expected by the City of Conroe.

RCI is prepared to begin work immediately upon contract award and is committed to delivering complete, timely, safe, and professional mowing services throughout the duration of the contract.

Organizational Chart for The City of Conroe - Annual Mowing Services



Quality Assurance: Our Commitment to Consistency & Care

At RCI, we are dedicated to ensuring that every property we service receives top-tier care and attention to detail. Our approach to quality assurance focuses on regular monitoring, proactive solutions, and open communication to keep landscapes healthy, beautiful, and functional year-round.

Regular Site Inspections

- Our supervisors perform weekly and monthly site inspections, ensuring that all work meets contract standards. During these visits, we assess everything from mowing and pruning to irrigation performance and overall landscape health.

Detailed Service Reports

- Using **RCI Service NOW!**, we document every service in real time and provide clients with with post-service reports. These reports include task summaries, photos of the serviced landscapes, and notes regarding your property.

Proactive Issue Resolution

- Our team is trained to promptly address concerns, ensuring that minor property issues don't escalate into larger problems. Client feedback is integral to this process, and we welcome open dialogue to continuously improve our services.

Our Promise to Clients

At RCI, client satisfaction is our driving force. We build strong relationships by being available, responsive, and open in our communication. We see ourselves as partners in the care of your property, and we are committed to ensuring your experience with RCI is exceptional at every level. If an issue arises, we respond quickly and transparently—working with our clients to resolve it promptly and prevent it from happening again.

Why It Works

By combining expert oversight, responsive communication, and advanced tracking tools, RCI provides reliable and consistent service that our clients trust. Your satisfaction is at the core of everything we do, and we take pride in delivering landscapes that exceed expectations.

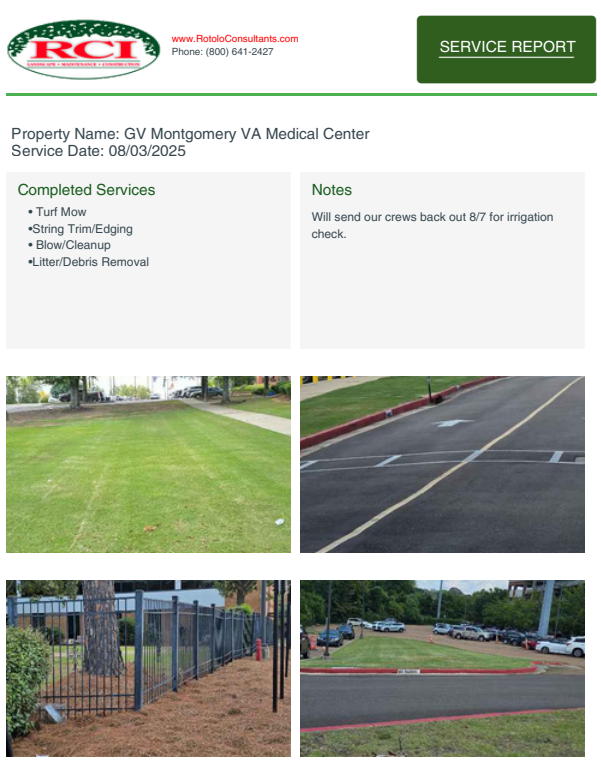
Simple, Informative Service Updates

Keeping our clients informed is a cornerstone of RCI's approach to landscaping services. The RCI Service NOW! platform is used to record, organize, and share service activity in a consistent, accessible format. This process ensures property and facility managers receive accurate updates, visual documentation, and a complete service history for their sites.

Key Feature	Description
Breakdown of Services Delivered	Includes tasks such as debris or limb removal, mulch application, mowing, edging, and pruning.
Photo Documentation	Visual record of services performed and conditions observed on-site.
Chemical Application Reports	Stored and accessible for compliance, inspections, and facility manager record-keeping.

How It Works

- **Service Logging**: Site managers enter details of work performed—both routine and specialized—directly into the mobile app during or immediately after service.
- **Photo Capture**: Each visit includes images showing completed work and any areas requiring attention.
- **Automated Reports**: Once data entry is complete, the system generates a PDF service summary and sends it by email to the property or facility manager.
- **Centralized Records**: All reports, including chemical application logs, are stored in a secure database for easy retrieval.



Powered by RCI Service NOW! — Ensuring every service is recorded, verified, and accessible when you need it.

Hiring Approach

Rotolo Consultants, Inc. is a first-tier contractor providing opportunities for industry professionals to learn, grow, and thrive at work. We are positively impacting the commercial landscape industry through dynamic and consistent training and continued education. We focus on having vibrant company to employee relationships. Our recruiting team partners with local colleges and universities to create a pipeline for career placement with industry-relevant graduates. This process includes participation in locally hosted career days, college fairs, and involvement with the National Association of Landscape Professionals (NALP) organization. Following are some specifics relative to our staffing procedures:

RCI's Commitment to Employee Screening, Training, & Development

- **Drug Screening**: Initial testing and random checks throughout employment.
- **Motor Vehicle Record Check**: Ensures authorized drivers and assesses employment suitability.
- **E-Verify Compliance**: Fully compliant with E-Verify for employment eligibility verification.



- **New Employee Orientation**: Covers company policy, safety training, benefits, and management structure.
- **Ongoing Training**: Weekly safety meetings and training on equipment operation, chemical handling, vehicle safety, and job-specific hazards.
- **Equipment Training**: Hands-on training with project managers and safety directors ensures mastery and continuous learning in the field.
- **ExakTime**: RCI utilizes this geolocation-based time tracking app, allowing crews to clock in/out via smartphones (even offline), supervisors to manage check-ins and cost codes on-site, and managers to generate reports on job hours, work hours, and productivity.

RCI Five-Year Safety Performance Overview

For over five years, Rotolo Consultants, Inc. (RCI) has demonstrated a sustained commitment to workplace safety through consistently low Days Away, Restricted, or Transferred (DART) and Total Case Rate (TCR/TRIR) metrics. After improving from a DART rate of 0.53 and TCR/TRIR of 0.50 in 2020 to industry-leading performance, RCI achieved both a DART rate and TCR/TRIR of 0.11 in 2025, reflecting only one OSHA-recordable incident during the year. These results, combined with our current 0.82 Experience Modification Rate (EMR) effective July 1, 2026, demonstrate the effectiveness of RCI's comprehensive safety management system, employee training programs, and proactive approach to risk management. RCI continues to foster a culture in which safety is integrated into every aspect of its operations.

Lower EMR. Proven Results.

RCI maintains a current Experience Modification Rate (EMR) of 0.82, effective July 1, 2026. This rating reflects the effectiveness of our company-wide safety management system, comprehensive employee training, and disciplined approach to risk reduction. An EMR substantially below the industry benchmark of 1.00 demonstrates a sustained history of preventing workplace injuries while controlling workers' compensation losses. When combined with OSHA performance metrics of 0.11 DART and 0.11 TCR/TRIR, RCI offers clients a proven, safety-focused contractor capable of delivering reliable service while maintaining exceptional workplace safety performance.

Year	RCI DART	RCI TCR	Industry DART	Industry TCR
2020	0.53	0.5	~2.1*	~3.5*
2021	0.41	0.4		
2022	0.23	0.2		
2023	0.1	0.1		
2024	0.19	0.2		
2025	0.11	0.11		

- DART (Days Away, Restricted, or Transferred rate) measures severe injury cases impacting work.
- TCR (Total Case Rate) accounts for all recordable incidents.

*U.S. Bureau of Labor Statistics. (2023). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, 2022 (Table 1). U.S. Department of Labor. https://www.bls.gov/iif/oshwc/osh/os/summ1_00_2022.htm

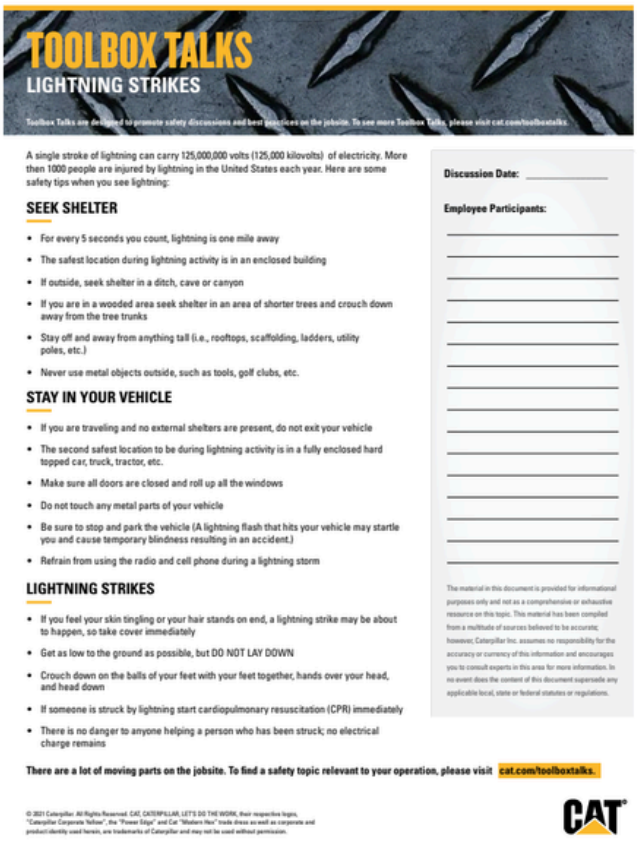
Current Safety Performance.

Current Safety Performance	RCI Rating
Experience Modification Rate (EMR)	0.82
EMR Effective Date	7/1/2026
DART Rate	0.11
TCR/TRIR	0.11

What is a Toolbox Talk?
A toolbox talk, is a short and informal safety discussion held among workers and management. It typically occurs at the worksite, often near the equipment and tools, and lasts 10 to 15 minutes. A toolbox talk aims to address specific safety issues or concerns relevant to the job and reinforce safe work practices. RCI's Corporate Safety Representative distributes weekly Toolbox Talk materials with sign in sheets to verify completion to all members of our organization on a weekly basis.

When Are They Done?
Toolbox talks are typically conducted before the start of a work shift or at the beginning of a specific task. They are often a daily or weekly routine, especially in high-risk industries like construction, manufacturing, and mining. These talks allow employees to prepare for their tasks mentally, highlight potential hazards, and set the tone for a safety-focused workday. Toolbox talks are particularly useful when introducing new equipment or procedures, as they help familiarize workers with any changes and potential risks.

Below is an example of a Toolbox Talk provided to all teams within our organization.



TOOLBOX TALKS
LIGHTNING STRIKES

Toolbox Talks are designed to promote safety discussions and best practices on the jobsite. To see more Toolbox Talks, please visit cat.com/toolboxtalks.

A single stroke of lightning can carry 125,000,000 volts (125,000 kilovolts) of electricity. More then 1000 people are injured by lightning in the United States each year. Here are some safety tips when you see lightning:

SEEK SHELTER

- For every 5 seconds you count, lightning is one mile away
- The safest location during lightning activity is in an enclosed building
- If outside, seek shelter in a ditch, cave or canyon
- If you are in a wooded area seek shelter in an area of shorter trees and crouch down away from the tree trunks
- Stay off and away from anything tall (i.e., rooftops, scaffolding, ladders, utility poles, etc.)
- Never use metal objects outside, such as tools, golf clubs, etc.

STAY IN YOUR VEHICLE

- If you are traveling and no external shelters are present, do not exit your vehicle
- The second safest location to be during lightning activity is in a fully enclosed hard topped car, truck, tractor, etc.
- Make sure all doors are closed and roll up all the windows
- Do not touch any metal parts of your vehicle
- Be sure to stop and park the vehicle (A lightning flash that hits your vehicle may startle you and cause temporary blindness resulting in an accident.)
- Refrain from using the radio and cell phone during a lightning storm

LIGHTNING STRIKES

- If you feel your skin tingling or your hair stands on end, a lightning strike may be about to happen, so take cover immediately
- Get as low to the ground as possible, but DO NOT LAY DOWN
- Crouch down on the balls of your feet with your feet together, hands over your head, and head down
- If someone is struck by lightning start cardiopulmonary resuscitation (CPR) immediately
- There is no danger to anyone helping a person who has been struck; no electrical charge remains

Discussion Date: _____

Employee Participants:

The material in this document is provided for informational purposes only and not as a comprehensive or exhaustive resource on this topic. This material has been compiled from a multitude of sources believed to be accurate; however, Caterpillar Inc. assumes no responsibility for the accuracy or currency of this information and encourages you to consult experts in this area for more information. In no event does the content of this document supersede any applicable local, state or federal statutes or regulations.

There are a lot of moving parts on the jobsite. To find a safety topic relevant to your operation, please visit cat.com/toolboxtalks.

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CAT

English



TOOLBOX TALKS
LIGHTNING STRIKES

Toolbox Talks are designed to promote safety discussions and best practices on the jobsite. To see more Toolbox Talks, please visit cat.com/toolboxtalks.

Un solo rayo puede transportar 125.000.000 voltios (125.000 kilovoltios) de electricidad. Más de 1.000 personas resultan heridas por rayos en Estados Unidos cada año. Aquí tienes algunos consejos de seguridad para cuando veas un rayo:

BUSCAR REFUGIO

Por cada 5 segundos que cuentes, un rayo estará a una milla de distancia.
- El lugar más seguro durante la actividad eléctrica es un edificio cerrado.
- Si estás al aire libre, busca refugio en una zanja, cueva o cañón.
- Si estás en una zona boscosa, busca refugio en una zona con árboles bajos y agáchate lejos de los troncos.
- Mantente alejado de objetos altos (es decir, tejados, andamios, escaleras, postes de electricidad, etc.).
- Nunca uses objetos metálicos en el exterior, como herramientas, palos de golf, etc.

PERMANEZCA EN SU VEHÍCULO

- Si viaja y no hay refugios externos, no salga de su vehículo.
- El segundo lugar lugar mas seguro durante una tormenta electrica es un camión, tractor, etc., completamente cerrado y con techo rígido.
- Asegúrese de que todas las puertas estén cerradas y suba todas las ventanas.
- No toque ninguna parte metálica de su vehículo.
- Asegúrese de detenerse y estacionar el vehículo (un rayo que impacte su vehículo podría sobresaltarlo y causar ceguera temporal, lo que podría provocar un accidente).
- Evite usar la radio y el teléfono celular durante una tormenta eléctrica.

CAÍDAS DE RAYO

- Si siente un hormigueo en la piel o se le erizan los pelos, es posible que esté a punto de caer un rayo, así que protéjase inmediatamente.
- Agáchese lo más posible, pero NO SE TUEQUE.
- Agáchese sobre las puntas de los pies con los pies juntos, las manos sobre la cabeza y la cabeza agachada.
- Si a alguien le cae un rayo, inicie la reanimación cardiopulmonar (RCP) inmediatamente.
- No hay peligro para nadie que ayude a una persona que ha sido alcanzada por un rayo; no queda carga eléctrica.

Fecha de discusión: _____

Participantes empleados:

El material de este documento se proporciona únicamente con fines informativos y no constituye un recurso exhaustivo sobre este tema. Este material se ha recopilado a partir de diversas fuentes que se consideran precisas; sin embargo, Caterpillar Inc. no asume ninguna responsabilidad por la exactitud ni la vigencia de esta información y le recomienda consultar con expertos en la materia para obtener más información. En ningún caso el contenido de este documento sustituye a las leyes o normativas locales, estatales o federales aplicables.

There are a lot of moving parts on the jobsite. To find a safety topic relevant to your operation, please visit cat.com/toolboxtalks.

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CAT

Spanish

At Rotolo Consultants, Inc. (RCI), we take great pride in maintaining our equipment to the highest standards. Proper care not only ensures our tools and vehicles are in top condition but also helps us deliver the best service to our clients.

Routine Maintenance: A Priority

We approach equipment care with a proactive mindset. For example, mowers are monitored based on usage hours and cutting performance, ensuring timely maintenance. Trucks and other vehicles follow a strict maintenance schedule, with logs updated weekly to track their condition and service history.

Driver Responsibility

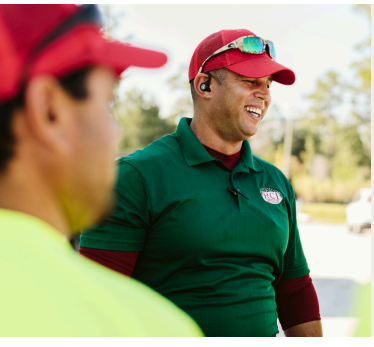
Each vehicle has a dedicated driver who is accountable for its care. Drivers maintain a folder with essential documents and checklists to monitor the truck's performance daily. This system ensures that any issues are quickly identified and addressed.

Comprehensive In-House Repairs

From transmission and engine swaps to custom fabrication and body repairs, all our equipment maintenance is handled in-house. This allows us to maintain full control over the quality of work and minimize downtime.

Data-Driven Care

Fuelers track mileage for all vehicles, providing valuable data for scheduling maintenance. This ensures our fleet stays efficient and reliable while avoiding costly, unexpected repairs.



At RCI, equipment care isn't just about keeping things running—it's about upholding the high standards our clients deserve. By investing in proper maintenance, we ensure our team has the tools they need to deliver exceptional results every time.



JDLink: Smarter Fleet Management

Rotolo Consultants, Inc. (RCI) uses JDLink, John Deere's advanced telematics solution, to enhance our fleet's performance and reliability. This cutting-edge technology helps us manage our equipment more effectively, ensuring that we deliver contracted services on time and without interruptions.

What is JDLink?

JDLink is a remote monitoring system that connects us to our equipment, providing real-time insights into machine performance, location, and usage. It empowers us to track and manage our fleet efficiently, whether on-site or remotely.

How JDLink Helps Us:

Keeping Equipment Running

- **Remote Diagnostics and Programming**: JDLink allows for remote diagnostics and troubleshooting. This means we can address issues faster, sometimes before they even become a problem, minimizing downtime.
- **Proactive Maintenance**: Automated maintenance tracking ensures our machines are serviced on schedule, extending their life and maximizing availability.

Getting the Job Done

- **Right Machine, Right Place**: JDLink shows us how our machines are being used so we can make sure they're in the right place and doing the right job.
- **Tracking Locations**: Knowing exactly where our equipment is helps us plan better and respond faster if something comes up.

Cost Savings

- **Fuel Efficiency**: By monitoring fuel consumption and idle time, we identify opportunities to reduce waste and operating costs.
- **Theft Prevention**: Geo-fencing and curfew features help us protect our assets and recover equipment quickly if theft occurs.

Using JDLink means we're better prepared to handle challenges and keep our projects on track. It helps us stay efficient, keep our equipment in good shape, and deliver the quality work our clients expect.

Commitment to Safe & Sustainable Practices
RCI prioritizes safe, sustainable pest management strategies that protect people, landscapes, and the environment. Our Integrated Pest Management (IPM) approach minimizes chemical use by combining cultural, biological, physical, and chemical controls to manage pests effectively while reducing economic, health, and environmental risks.

This approach ensures:

- Compliance with USDA guidelines and all federal/state regulations.
- Licensed chemical technicians on every property, ensuring region-specific compliance.
- Transparent, documented application practices available for client review.

IPM Framework at RCI

Method	Purpose
Cultural Practices	Strengthen turf/plant health to reduce vulnerability to pests.
Biological & Genetic Agents	Use natural predators and resistant plant varieties to minimize infestations.
Physical Controls	Utilize barriers, traps, or manual removal where practical.
Selective Chemical Use	Apply pesticides only when necessary, targeting specific threats.

Result: Lower long-term maintenance costs, reduced environmental impact, and healthier landscapes.

Rigorous Compliance & Licensed Expertise

- **Licensed Technicians**: All pesticide applications are conducted by state-licensed commercial chemical applicators.
- **Regional Compliance**: RCI strictly adheres to all local, state, and federal pesticide regulations unique to each region and property under our care.
- **Strict PPE & Label Compliance**: All spray technicians wear protective equipment and follow EPA-approved label instructions.
- **Detailed Recordkeeping**: Clients receive a written record of every pesticide application, including product, rate, location, timing, and justification.
- **Inspection Ready**: Records are maintained for on-demand audits by state and federal agencies.

Building Expertise & Ensuring Safety
RCI invests heavily in staff development to ensure client confidence and regulatory compliance.

Training Component	Details
Initial Training	Classroom instruction + safety certification prior to field assignment.
One-Year Apprenticeship	Field experience under licensed supervision.
Certification	National Pesticide Applicator Certification Core Manual + state licensure.
Continuing Education	Seminars through cooperative extensions and state agriculture agencies.

Why This Matters for Clients
✔️ **Licensed Professionals** – Every application performed by certified chemical technicians.
✔️ **Regulatory Confidence** – Compliance with the highest federal, state, and property-specific standards.
✔️ **Sustainability** – Reducing pesticide use through proactive, environmentally sound strategies.
✔️ **Transparency** – Every application documented, every step accountable.



Irrigation Services:
Expertise in Irrigation Management

Why Choose RCI for Irrigation Management?

Rotolo Consultants, Inc. (RCI) offers best-in-class irrigation system monitoring, installation, maintenance, and repair services to clients. With over 45 years of excellence in landscape and green industry services, RCI has earned a reputation for providing innovative, water-wise, and cost-effective irrigation solutions tailored to meet the specific needs of each property. Our proactive approach ensures that every irrigation system we manage operates at peak efficiency, conserving resources while maintaining the lush, vibrant landscapes our clients desire.

Key Features of RCI's Irrigation Services

Service Area	What We Deliver	Client Benefit
Proactive Inspections	Scheduled, system-wide inspections to identify issues early	Prevents small issues from escalating into costly failures
Real-Time Resolution	On-call Corporate Irrigation Manager & certified techs	Immediate response minimizes downtime
Advanced Reporting	Performance metrics, maintenance recommendations, and repair summaries	Data-driven decisions for property managers
Water Optimization	Rain Bird IQ & smart monitoring tools	30–50% savings on water usage

Partner with RCI for Smarter Irrigation Management

From residential developments to large-scale commercial properties, RCI's irrigation programs are designed to deliver measurable value and long-term results. Our certified specialists, proactive management, and advanced monitoring tools position RCI as a trusted partner for cost-effective, sustainable, and reliable irrigation solutions.



Client Benefits:

- **Cost Efficiency**: Up to 30–50% reduction in water costs.
- **Reliability**: Proactive inspections prevent costly failures.
- **Sustainability**: Water-wise solutions support environmental goals.
- **Expertise**: Certified specialists deliver measurable results.

Our Expertise: Industry-Leading Knowledge

Led by our Corporate Irrigation Manager, Steven Pugh—who brings 30+ years of industry experience and multiple certifications—RCI delivers irrigation management rooted in innovation, preventative care, and environmental responsibility.

Key Strengths:

- Preventative maintenance reduces long-term costs.
- Smart monitoring systems optimize performance.
- Cutting-edge tools and methods keep systems reliable with minimal downtime.

RCI's Certified Irrigation Specialists

Our tiered certification program ensures clients are supported by highly trained experts at every level.

Certification Stage	Role & Expertise	Certification Authority
Stage 1	Irrigation Helper/Apprentice – Assists in projects, builds foundational skills	Internal Training
Stage 2	Certified Irrigation Technician – Licensed professional	Irrigation Association / State Licenses
Stage 3	Landscape Irrigation Auditor – Specializes in efficiency audits	Irrigation Association
Stage 4	Authorized Pump Technician – Factory-certified (Rain Bird, Watertronics)	Manufacturer Certified
Stage 5	Certified Irrigation Designer (CID) – Develops water-wise, innovative systems	Irrigation Association

Comprehensive Training & Certification Programs

RCI's team is supported by ongoing training and manufacturer certifications that ensure unmatched quality. The training pathways include:

- **Irrigation 101 & 102**: Basics of irrigation components and system setup.
- **Advanced Courses**: Troubleshooting, water conservation strategies, remote irrigation management.
- **Factory Certifications**: Rain Bird Maxi-Com, Precision Pumping Systems, and other cutting-edge technologies.



Disaster Relief Services:
Emergency Response & Aid In the Wake of Disaster

Rapid Response. Proven Recovery. Trusted Experience.

With over 45 years of landscape and infrastructure expertise, RCI operates a dedicated Disaster Relief Division prepared to respond immediately to natural disasters. Our teams are often mobilized before the storm passes, ensuring communities and facilities can recover faster and safer.

- **Hurricane Ida** - LA & MS
- **Hurricane Laura** - Lake Charles, LA
- **Hurricane Sally** - Gulf Shores, AL
- **Hurricane Delta** - Lake Charles, LA
- **Hurricane Zeta** - Gulf Shore, AL
- **Houston Port Fires** - Houston, TX
- **Hurricane Harvey** - Houston, TX
- **Hurricane Katrina** - LA & MS
- **Hurricane Michael** - FL Panhandle
- **Hurricane Maria** - Puerto Rico
- **Hurricane Florence** - North & South Carolina
- **BP Oil Spill** - Gulf Coast
- **Joplin Tornado** - Joplin, MO
- **Omaha Floods** - Omaha, NE
- **ExxonMobil Spill** - Yellowstone River, MT

RCI has the ability to provide immediate assistance and solutions in incredibly overwhelming situations and is typically able to mobilize teams at the same time emergency service vehicles are on the road. We've helped a variety of clients navigate disaster damage, including casinos, large residential complexes, and complete cities. We've also helped various communities recover from hurricanes, tornados, fires, floods, and more. RCI is committed to providing all necessary tools for recovery. We are prepared to handle hazardous materials, monitor debris, and plan pre-events during storm season.

In the wake of disaster, RCI can provide push crews to clear debris, demolition crews, crews to repair or install hardscape features, and landscape repair or redesign. We work with our clients to revert properties to their previous state, providing restorative solutions within clients' budgets.

What Our Clients Say

"We were really impressed with RCI post-hurricane. They were out at Algiers the Thursday right after the hurricane—before we even opened to patients. RCI had outside looking like nothing ever happened before our first patient arrived."

– Manager of Clinic Operations, Ochsner Health System

Client	Contract Information	Reference	Relevance to This Project
Mississippi Department of Transportation (MDOT) – District 1	Active • Multiple annual right-of-way mowing and litter removal contracts totaling more than $1.44 million annually across interstate and U.S. highway corridors. Services include recurring mowing cycles, litter removal, traffic-sensitive operations, and coordinated field deployment across multiple counties.	Johnny W. ShieldsDistrict Maintenance EngineerMississippi Department of Transportation(662) 842-1122	Demonstrates RCI's ability to manage large-scale recurring mowing operations, optimize routing across geographically dispersed locations, maintain strict production schedules, and safely perform work in high-visibility public environments.
City of Kissimmee	Since July 1, 2025 • $599,268.63 annually. Comprehensive landscape maintenance for municipal parks, public facilities, and rights-of-way, including turf mowing, edging, pruning, fertilization, weed control, pest management, irrigation inspection, litter removal, and seasonal enhancements.	Rob CarterCity of Kissimmee(407) 518-2381Robert.Carter@kissimmee.gov	Demonstrates experience maintaining multiple municipal properties through recurring service schedules, coordinated field operations, and integrated landscape maintenance programs for high-visibility public spaces.
City of Longwood	Since March 12, 2026 • $203,655.80 annually. Municipal mowing and landscape maintenance services for roadway rights-of-way, municipal facilities, stormwater sites, utility locations, and landscaped public areas. Services include mowing, edging, string trimming, shrub maintenance, litter removal, weed control, irrigation inspections, minor repairs, and maintenance of high-visibility municipal corridors.	Matthew HockenberryDeputy Director of Public WorksCity of Longwood(407) 263-2379mjhockenberry@longwoodfl.org	Demonstrates RCI's experience delivering comprehensive municipal mowing and landscape maintenance services across diverse public assets while maintaining consistent quality, scheduling, and responsiveness.
Samsung C&T	Since August 15, 2025 • Approximately $738,935 annually (combined Taylor and Austin facilities). Commercial landscape maintenance including weekly mowing, edging, blowing, horticultural services, wildflower mowing, mulch installation, water feature maintenance, and emergency response services across two large manufacturing campuses.	Juneha YoonSamsung C&T(512) 621-9608	Demonstrates RCI's ability to coordinate recurring maintenance across large, high-profile properties requiring efficient routing, specialized maintenance practices, responsive service, and consistent operational performance.
Central Florida Tourism Oversight District (CFTOD)	Since February 2024 • Approximately $149,571 annually. Landscape maintenance for a high-visibility public district, including turf care, shrub maintenance, irrigation monitoring, palm care, pond edge maintenance, mulch installation, and seasonal color enhancements.	Jessie Mack BurnsCentral Florida Tourism Oversight District(321) 395-1590	Demonstrates experience maintaining high-profile public properties requiring dependable weekly maintenance, coordinated field operations, schedule flexibility, and consistent attention to detail in heavily visited public spaces.

MUNICIPAL & PUBLIC SECTOR CLIENTS — SERVING COMMUNITIES ACROSS THE GULF SOUTH

For more than four decades, Rotolo Consultants, Inc. (RCI) has partnered with municipalities and public agencies across the Gulf South to maintain, enhance, and beautify civic spaces. Our clients recognize RCI for professionalism, responsiveness, and dependable delivery of high-quality landscape and infrastructure maintenance—across parks, medians, public facilities, and large-scale municipal corridors.

The Woodlands Township - Texas

RCI provides comprehensive landscape maintenance for more than 140 parks throughout The Woodlands, including irrigation management, seasonal plantings, and a seven-day waste collection route. During RCI's tenure, The Woodlands Township has earned top industry honors, including the 2025 Texas Recreation & Park Society Gold Medal Award and recognition as a national finalist for the NRPA Gold Medal Award, reflecting the exceptional quality of its parks and green spaces. The Township commends RCI's professionalism, flexibility, and commitment to maintaining the community's award-winning landscapes.

> "Their staff is knowledgeable, courteous, and communicative… they consistently deliver professional, high-quality service across all of our parks and public areas."
> **— Jared Davis, Parks Superintendent, The Woodlands Township**

United States Coast Guard - New Orleans Base

RCI provides full-service landscape maintenance and enhancement projects through Citi Approved Enterprise, earning recognition for craftsmanship, reliability, and customer service.

> "Their ability to transform outdoor spaces into breathtaking landscapes sets them apart. Their meticulous execution and communication make the entire experience seamless."
> **— Ingrid Thibodeaux, Citi Approved Enterprise (USCG Contract Partner)**

City of Memphis - Tennessee

RCI maintains city medians and public right-of-way landscapes, consistently meeting expectations for performance, communication, and responsiveness.

> "RCI is doing a great job managing our City medians! Thanks for all the hard work."
> **— David Howell, City of Memphis**

Awards

Top Workplaces

RCI has placed in The Times-Picayune Top Workplaces for the last decade. Through a partnership with the Philadelphia-based employee research and consulting firm Energage, employee surveys were conducted to assess the top workplaces. Top companies possess three traits: they celebrate good news, give employees a voice, and make "people-informed" decisions.



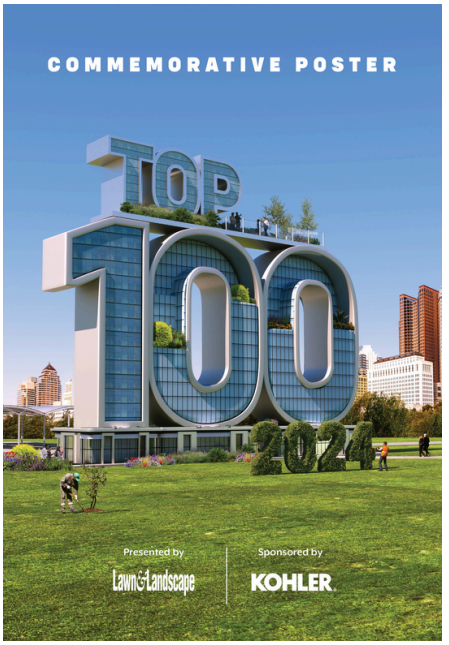
ENR Top 600 Specialty Contractors

Companies that make this list are ranked according to construction revenue in millions from specialty contracting in a prime or subcontracting capacity. RCI is proud to rank 459 in 2024 and ranks consistently each and every year.



Top 100 Commercial Landscape Companies in the U.S. and Canada

This list is comprised of companies from the U.S. as well as Canada. Rankings are based on yearly revenue from the previous year sourced from landscape profit centers. RCI consistently ranks among the top companies listed.





Pictured: A reel-mowed soccer field in **The Woodlands Township**—home of the 2025 TRAPS Texas Gold Medal Award for excellence in parks and recreation.

Additional Materials:
Visit Our Website

To explore recent project highlights, company news, and ongoing developments at RCI, please visit our website:



Plant Talk with RCI's Horticulturist, Russell Harris

Cultivating Excellence: Meet RCI's Horticulturist, Russell Harris Spring is a season of vibrant growth — and at RCI , we're proud to have a seasoned horticulturist like Russell Harris guiding our approach to color, texture, and plant health across the landscapes we design and maintain. With years of

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Celebrating Earth Day and Arbor Day

At RCI, we understand the importance of sustainability, both for the environment and for our communities. As we celebrate Earth Day and Arbor Day this April, we reflect on how we integrate eco-friendly practices into our landscaping services and the critical role trees play in enhancing both the

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Transforming LSU's Aquatic Facilities

Our role in this large-scale project was to install key landscaping and hardscaping elements that seamlessly integrate with LSU's existing campus while ensuring functionality, safety, and aesthetic appeal.

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Luxury Meets Landscape: Four Seasons Hotel New Orleans

At the Four Seasons New Orleans, the thoughtfully curated outdoor spaces invite guests to immerse themselves in the city's charm while enjoying a tranquil, luxurious atmosphere.

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Get to Know Your RCI Landscape Designers: Manny Lopez and Allen Worthington

At RCI, our landscape designers bring more than just technical skills to the table—they bring passion, creativity, and a deep respect for the environments they shape. Two of our talented designers, Manny Lopez and Allen Worthington , took time to share their journey into landscape

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Why Hiring a Landscape Architect is Essential for Your Commercial or Public Space

When planning a commercial or public space, the landscape plays a crucial role in setting the tone, enhancing functionality, and ensuring the long-term sustainability of the environment. Whether it's an office park, a public plaza, or a commercial retail development, the expertise of a landscape architect

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Transforming Your Commercial Properties with Beautiful and Functional Hardscapes

Hardscapes, which include elements such as patios, walkways, retaining walls, and seating areas, define the structure of your landscape, enhancing both aesthetics and usability.

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The Benefits of Smart Irrigation in Commercial Landscaping

Investing in a smart irrigation system is a win-win for commercial properties looking to reduce water usage, cut costs, and promote sustainability.

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Behind the Design: Q&A with RCI's Landscape Architects

Celebrating National Landscape Architecture Month At RCI, our landscape architecture team is the creative force behind some of the most dynamic outdoor environments across the Gulf Coast. In celebration of National Landscape Architecture Month, we caught up with two of our talented

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Celebrating Landscape Architecture Month at RCI: Insights from Gene Peters, Director of Landscape Architecture

As we celebrate National Landscape Architecture Month this April, RCI is proud to highlight our talented team of landscape architects and designers who work tirelessly to create exceptional outdoor spaces. In this post, we sit down with Gene Peters, our Director of Landscape Architecture, to learn

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Complicated in the Big Easy

The transformation of the World Trade Center into a luxury property was a huge undertaking, to say the least -- the project cost more than $500 million and took more than three years to complete.

Continue reading



Did you know that May is National ALS Awareness Month?

RCI had the exciting opportunity to partner with Ochsner to spread ALS awareness and support through the planting of a special garden at their main campus in New Orleans.

Continue reading

The Right People. The Right Attitude. The RCI Difference.

RCI has always operated under the philosophy that we must expect more from ourselves than any client ever would. We know from the start what a truly extraordinary project should look like, and we work tirelessly with our clients to achieve the highest standards.

The Rotolo family has assembled a team that shares our passion for providing the best possible service. When we hire, we are not just looking for the right experience or the right skill set. We are looking for the right attitude. The result: Our team members are willing to put in the hard work and long hours needed to deliver the highest level of quality on remarkably complex projects under the most demanding schedules. Thanks to this dedication, our clients come back to us again and again.

What we have done for our clients, we can do for you. There is an art to creating a stunning outdoor environment - just as there is an art to building a dedicated, expert team with the skills and drive to deliver a flawless finished product.

We place the highest priority on attracting and hiring the very best people to serve you. While many of our core employees have been with us for years, we actively recruit and hire fresh talent - whether it is the bright new college graduate or someone with 30 years experience. Above all, we look for an enthusiastic, determined outlook. We know that with the right attitude, we can accomplish anything for you!



Tab 5 - Complete Proposal



pools. At no time will the Contractor be permitted to blow clippings or debris into storm sewers or left in a place where it can be carried by water runoff into storm sewers.

- Edging – The Contractor shall use proper equipment standard to the turf and golf industry. The Contractor shall edge by means of vertical cutting any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, clean and neat and maintain a minimum depth of one (1) inch and a minimum width of one quarter (1/4) inch. Contractor shall perform task using a vertical rotary bladed edging device. Use of string line trimmers for edging is strictly prohibited and will result in deductions from Contractor's monthly invoice.

- String Line Trimming – The Contractor shall use proper equipment standard to the turf and golf industry. All turf areas that cannot be cut by mowers shall be cut by string line equipment unless otherwise indicated. All trimming must be accomplished concurrently with mowing operations. Turf cut shall be maintained equal to mowing height. STRICT CAUTION shall be maintained while trimming around tree trunks and other landscape plant materials. Contractor shall trim to pond water line at locations where water bodies are present. Water line may vary depending on weather / drought conditions.

- Litter/Debris Disposal – All trash and general debris shall be removed prior to each mowing. Any trash or paper mowed over by the Contractor shall be picked up immediately after occurrence. All fallen tree branches less than three (3) inches in diameter shall be removed from site before each mowing. Disposal of trash, debris and tree limbs is available by approval at the Dean Towery Service Center, 401 Sgt. Ed Holcomb Blvd. South.

- Undeveloped Property Mowing – Contractor shall mow as close to stationary objects as practical. String line trimming may not be required.

- Fire Training Facility – Contractor shall mow as close to stationary objects as practical. String line trimming will be required around all objects and facilities.

3. PRICING

PARKS & RECREATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR1	Candy Cane Park	Frequency	42	$860.31	36133.02
PR2	Aquatic Center (interior)	Frequency	42	$354.89	14905.38
PR3	Roberson Park	Frequency	42	$147.15	6180.3
PR4	Milltown Park	Frequency	42	$94.10	3952.2
PR5	Conroe Founders Plaza	Frequency	42	$53.05	2228.1
PR6	Heritage Place Park	Frequency	42	$200.22	8409.24

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR7	Stewarts Creek Park	Frequency	42	$247.81	$10,408.02
PR8	Booker T. Washington Park	Frequency	42	$222.75	$9,355.50
PR9	Lewis Park	Frequency	42	$213.85	$8,981.70
PR10	Dugan Park	Frequency	19	$51.57	$979.83
PR11	Kasmiersky Park	Frequency	42	$431.18	$18,109.56
PR12	McDade Park	Frequency	42	$751.55	$31,565.10
PR13	Flournoy Park	Frequency	42	$117.56	$4,937.52
PR14	Dr. Martin Luther King, Jr. Park	Frequency	42	$293.01	$12,306.42
PR15	John Burge Park at Shadow Lakes	Frequency	42	$186.71	$7,841.82
PR16	Lions Park	Frequency	42	$160.99	$6,761.58
PR17	Lone Star Flag Park	Frequency	42	$55.79	$2,343.18
PR18	White Oak Point Park	Frequency	42	$58.49	$2,456.58
PR19	Wiggins Village Park	Frequency	42	$166.09	$6,975.78
PR20	OJJ Enrichment & Recreation Center	Frequency	42	$503.59	$21,150.78
PR21	Owen Park	Frequency	42	$879.63	$36,944.46
PR22	Community Pool	Frequency	42	$45.44	$1,908.48
PR23	Crooke St. Property	Frequency	19	$42.70	$811.30

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR24	Hicks St. Property	Frequency	19	$14.88	$282.72
PR25	Dallas Street Medians	Frequency	42	$192.48	$8,084.16
PR26	Holly Hills Medians	Frequency	19	$33.10	$628.90
PR27	Faith Walston Memorial	Frequency	42	$34.92	$1,466.64
PR28	I-45 Triangle	Frequency	42	$24.12	$1,013.04
PR29	S. Frazier Medians	Frequency	42	$94.65	$3,975.30
PR30	Maurel Drive Medians	Frequency	19	$13.61	$258.59
PR31	Montgomery Park Blvd	Frequency	19	$77.20	$1,466.8
PR32	Teas Road Medians	Frequency	19	$17.70	$336.30
PR33	South Loop 336 Medians	Frequency	42	$334.86	$14,064.12
PR34	McDade Estates Property	Frequency	19	$349.04	$6,631.76
PR35	Artesian Lakes Property	Frequency	19	$21.86	$415.34
PR36	Main Street Parking	Frequency	42	$40.71	$1,709.82
TOTAL					$295,979.34

ADMINISTRATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
ADM1	Conroe Municipal Complex	Frequency	42	$148.14	$6,221.88
ADM2	Walter P. Jett	Frequency	19	$235.61	$44,76.59
ADM3	Isaac Conroe House	Frequency	42	$26.96	$1,132.32
TOTAL					$11,830.79

TRANSPORTATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
TR1	Transportation Administration	Frequency	42	$115.28	$4,841.76
TOTAL					$4,841.76

FIRE DEPT.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
FD1	Fire Station 1	Frequency	42	$92.64	$3,890.88
FD2	Fire Station 2	Frequency	42	$70.77	$2,972.34
FD3	Fire Station 3	Frequency	42	$66.50	$2,793.00
FD4	Fire Station 4	Frequency	42	$64.63	$2,714.46
FD5	Fire Station 5	Frequency	42	$86.37	$3,627.54
FD6	Fire Station 6	Frequency	42	$68.70	$2,885.4
FD7	Fire Station 7	Frequency	42	$151.84	$6,377.28
FD8	Fire Station 8 (under construction)	Frequency	42	$185.07	$7,772.94

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
FD9	Fire Station 9 (Vacant Property)	Frequency	19	$264.11	$5,018.09
FDTF	Fire Training Facility	Frequency	19	$181.82	$3,454.58
TOTAL					$41,506.51

POLICE DEPT.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PD1	Conroe Police Station	Frequency	42	$351.50	$14,763.00
PD2	Firearms Training Facility	Frequency	42	$232.73	$9,774.66
TOTAL					$24,537.66

CARL BARTON, JR. PARK

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
CBJP1	Soccer Field 1	Frequency	52	29.08	$1,512.16
CBJP2	Soccer Field 2	Frequency	52	27.29	$1,419.08
CBJP3	Soccer Field 3	Frequency	52	31.36	$1,630.72
CBJP4	Soccer Field 4	Frequency	52	28.41	$1,477.32
CBJP5	Soccer Field 5	Frequency	52	29.84	$1,551.68
CBJP6	Soccer Field 6	Frequency	52	29.71	$1,544.92
CBJP7	Soccer Field 7	Frequency	52	29.42	$1,529.84
CBJP8	Soccer Field 8	Frequency	52	29.78	$1,548.56
CBJP9	Soccer Field 9	Frequency	52	27.54	$1,432.08

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
CBJP10	Softball White	Frequency	52	$70.27	$3,654.04
CBJP11	Softball Black	Frequency	52	70.04	$3,642.08
CBJP12	Softball Green	Frequency	52	69.97	$3,638.44
CBJP13	Softball Yellow	Frequency	52	70.06	$3,643.12
CBJP14	Zak Kahn Blue	Frequency	52	63.51	$3,302.52
CBJP15	Zak Kahn Green	Frequency	52	51.23	$2,663.96
CBJP16	Zak Kahn Yellow	Frequency	52	50.7	$2636.4
CBJP17	Zak Kahn Red	Frequency	52	64.15	$3335.8
CBJP18	5Plex Blue	Frequency	52	40.19	$2,089.88
CBJP19	5Plex Black	Frequency	52	39.33	$2,045.16
CBJP20	5Plex Green	Frequency	52	40.26	$2,093.52
CBJP21	5Plex Yellow	Frequency	52	47.32	$2,460.64
CBJP22	5Plex Red	Frequency	52	$39.78	$2,068.56
CBJP23	Common Areas	Frequency	42	$3,287.88	$138,090.96
TOTAL					$189,011.44

DEPARTMENT TOTALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Parks & Recreation	1	LS	$295,979.34	$295,979.34
2	Administration	1	LS	$11,830.79	$11,830.79

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Transportation	1	LS	$4,841.76	$4,841.76
4	Fire Dept	1	LS	$41,506.51	$41,506.51
5	Police Dept	1	LS	$24,537.66	$24,537.66
6	Carl Barton, Jr Park	1	LS	$189,011.44	$189,011.44
TOTAL					$567,707.50

4. GENERAL SPECIFICATIONS

The City of Conroe will be accepting Proposals from respondents. The objective of this bid is to obtain mowing services for the City of Conroe facilities, parks and other municipal sites. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of the contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an Annual Mowing Services Contract..

- 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, telephone or fax 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1489062

Date Filed:
07/14/2026

Date Acknowledged:
08/06/2026

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

Rotolo Consultants, Inc.
Slidell, LA United States

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

City of Conroe, TX

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

RFP # 0716-2026
Annual Mowing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rotolo, Michael	Slidell , LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Rotolo, and my date of birth is 11/01/1981.

My address is 23589 Goodlife Lane, Covington (city), LA (state), 70435 (zip code), USA (country).

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

Executed in St. Tammany Parish County, State of Louisiana, on the 15th day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ROTOCON-04 CHIMEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/6/2026

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 World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	CONTACT NAME: Linda Bourgeois PHONE (A/C, No, Ext): (504) 229-5274 242199 FAX (A/C, No): E-MAIL ADDRESS: lindabourgeois@worldinsurance.com
INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Rd Slidell, LA 70460-4875	INSURER A : Arch Specialty Insurance Company — NAIC # 21199 INSURER B : MS Transverse Specialty Insurance Company — NAIC # 41807 INSURER C : Harleysville Insurance Company of NY — NAIC # 10674 INSURER D : Great American E & S Insurance Company — NAIC # 37532 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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:			ZAGLB1104202	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ZACAT1206902	1/1/2026	1/1/2027	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 $			EMR0000085900	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE Prods/Comp Ops	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	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		ZAWCI1058801	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability Lay			CRA0000142	1/1/2026	1/1/2027	Ea Occ/Aggregate	3,000,000
D	Profess/Pollution			CPPLD000323400	7/1/2026	7/1/2027	Occurrenc/Aggregate	2,000,000

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

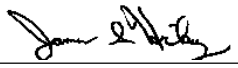
CERTIFICATE HOLDER

City of Conroe
300 West Davis
Conroe, TX 77301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ROTOLO CONSULTANTS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
UXAXDD7KAYC1	**488A5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 16, 2027**	
Physical Address	Mailing Address	
38001 Brownsvillage RD **Slidell, Louisiana 70460-4875** **United States**	**38001 Brownsvillage Road** **Slidell, Louisiana 70460** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Rotolo Consultants, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Louisiana 01	**Louisiana / United States**	**www.rotoloconsultants.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 16, 2026	**Feb 16, 2026**	**Dec 1, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1977	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**488A5**

Points of Contact

Electronic Business

Kenneth S brewer, Director
38001 Brownsville RD.
Slidell, Louisiana 70460
United States

Michael Rotolo
894 Robert BLVD.
Slidell, Louisiana 70458
United States

Government Business

Kenneth S Brewer, Director
38001 Brownsville RD.
Slidell, Louisiana 70460
United States

Brian Rotolo
894 Robert BLVD.
Slidell, Louisiana 70458
United States

Past Performance

Joseph Rotolo, Jr.
894 Robert BLVD.
Slidell, Louisiana 70458
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**561730**	**Landscaping Services**
	236220	**Commercial And Institutional Building Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238990	**All Other Specialty Trade Contractors**
	541320	**Landscape Architectural Services**
	541330	**Engineering Services**
	561320	**Temporary Help Services**
	562112	**Hazardous Waste Collection**
	562219	**Other Nonhazardous Waste Treatment And Disposal**
	562910	**Remediation Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
LOUISIANA	**(blank)**	**(blank)**
ALABAMA		
MISSISSIPPI		

July 16, 2026

MEMORANDUM

TO: Stephanie Ramirez, Buyer II
City of Conroe Purchasing Department
700 Metcalf St, Conroe, TX 77301

FROM: Michael Rotolo, President
Rotolo Consultants, Inc.

DATE: July 16, 2026

RE: VetHUB Certification Status
RFP #0716-2026 – Annual Mowing Services

Rotolo Consultants, Inc. (RCI) is not currently certified through the VetHUB program and does not hold VetHUB certification at the time of this submission.

This memorandum is submitted in accordance with Vendor Questionnaire Item 6 of RFP #0716-2026 as documentation of our non-certified status. RCI remains fully qualified to perform all services described within the scope of this solicitation and respectfully requests that this disclosure be accepted in lieu of a VetHUB certification document.

Should you require any additional information regarding our certification status or qualifications, please do not hesitate to contact our office.

Respectfully submitted,

Michael Rotolo

Michael Rotolo
President, Rotolo Consultants, Inc.
38001 Brownsvillage Rd. | Slidell, LA 70460
(800) 641-2427

REQUEST FOR PROPOSAL

CITY OF CONROE
RFP # 0716-2026

Annual Mowing Services

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

RESPONSE DUE Thursday, July 16, 2026 BY 1:00 pm

CITY OF CONROE Purchasing DEPARTMENT

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EVALUATION

VENDOR QUESTIONNAIRE

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13. Divider

Attachments:

A - RFP 0716-2026 Mowing Specs

B - Attachment B

C - Attachment A

D - Fire Station 8 LP

E - Previous Bid Tab 09.2021

1. PROJECT OVERVIEW

The objective of this bid is to obtain mowing services for the City of Conroe facilities, parks and other municipal sites. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of the contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an Annual Mowing Services Contract.. RFP # 0716-2026: Annual Mowing Services - Thursday, July 16, 2026 at 1:00 pm through OpenGov Procurement.

2. SCOPE OF WORK

2.1. General Specifications

- Bids are based by function, frequency, and annual total of each function, as described by the Annual Maintenance Program.

- All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- The Contractor will be monitored by the Directors and/or their representative(s) for each of the departments listed in this contract.
- 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 Director or their representative(s) will have the right to add or delete any scheduled maintenance cycle at their discretion based on an as-needed basis including but not limited to prevailing weather, drought conditions, construction, pest issues, special events, athletic programming, etc.
- The Contractor shall submit to the City a proposed mowing schedule. Mowing services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless approved otherwise by the Director or their representative(s). The Contractor's schedule shall be flexible to allow for changes to program or event schedules. No work shall be performed on weekends or holidays, unless specifically approved by the Director or their representative(s).
- The Contractor shall have adequate backup equipment in reserve to allow for breakdowns. Insufficient equipment shall be cause for rejection or termination of any and all bids. A list of equipment may be requested by the City.
- 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 shirts 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 employ methods as to such that employees have gone through background checks and drug testing. The City may request documentation as proof at any point.
- The Contractor and/or their employees who operate a motor vehicle within the boundaries of City of Conroe properties shall meet the license and insurance requirements of the State of Texas.
- The Contractor shall be responsible for replacement or compensation for damage to any City property as a result of their work.
- Smoking is prohibited on all City properties. The Contractor and/or their employees shall refrain from using tobacco and non-tobacco (vaping) products while on City property. *Code of Ordinances Section 26-174 (a) (10).*
- Any hazardous conditions or damaged City property observed during normal maintenance or as a result of the Contractor's maintenance must be reported immediately by the Contractor to the Parks and Recreation Administration office at (936) 522-3841.

- The Contractor shall correspond via email or telephone with the Director and/or their representative(s) daily to report work completed each day that maintenance 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.
- Site acreage is given in approximate only and may not represent mowing volume. The Contractor is responsible for visiting each site prior to submitting a bid for this contract. **NO EXCEPTIONS WILL BE MADE AFTER BID IS AWARDED.**
- All mowing, edging, string line trimming and blowing services shall be accomplished concurrently.
- Some sites and facilities will require performing services on certain days and/or times to minimize disruption of services and/or programs.
- Some sites, facilities and/or specific areas will require performing services with smaller mowing equipment such as walk-behind and/or push mowers.
- Some sites and facilities will have gated access.
- At no time shall the Contractor's employees leave gates unsecured in or around aquatic facilities. Employees shall enter site and immediately close and secure gate(s) behind themselves.
- The Contractor shall prearrange any road closures needed to complete services through the City of Conroe Public Works Department and the Parks and Recreation Department.
- The bid shall include the BID SHEET for a duration of twelve (12) months.
- The Contractor **MUST** submit BID SHEET and BID BREAKDOWN SHEET 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.
- Invoices may be submitted monthly for completed work. **NO PAYMENT WILL BE MADE FOR INCOMPLETE WORK**. Acceptance by the City of Conroe shall constitute all items bid being received in good order and to the City of Conroe's satisfaction. If a site is determined to be unsatisfactory the Contractor will have 24 hours after notification by the City of Conroe to comply otherwise the site will be considered incomplete. The Contractor shall not invoice for return trips necessary to complete any deficiencies discovered by the contract administrator nor for any services not performed due to site conditions.
- For additional information contact:
- o **Parks and Recreation Facilities** - Lauren Arnold, Assistant Director – Park Operations, 1504 Parkwood West, Conroe, Texas 77301, 936-522-3843 or email LArnold@cityofconroe.org;
  o **Conroe Police Department** – Ron Hatch, 2300 Plantation Drive., Conroe, Texas 77304, 936-522-3269 or email RHatch@cityofconroe.org;
  o **Conroe Fire Department** – Jim Joyner, Assets Coordinator, 700 Old Montgomery Road, Conroe, Texas 77304, 936-522-3166 or email JJoyner@cityofconroe.org;
  o **Administration** – Steven Perez, Downtown Facilities Manager, 300 West Davis St., Conroe, Texas 77301, 936-522-3163 or email STPerez@cityofconroe.org;

o **Transportation Department** – Frederick Johnson, Transit Program Manager, 100 Park Place, Conroe, Texas 77301, 936-522-3533 or email FJohnson@cityofconroe.org.

2.2. Program Function Specifications

The sites, frequency schedules, mow height and specific maintenance requirements for each location are listed on **Attachment A**. Maps may be included for some locations to clarify the boundaries of the properties on **Attachment B**.

- Equipment – The Contractor shall use proper mowing equipment standard to the turf and golf industry. Commercial rotary mulching mowers will be required for all sites except Carl Barton, Jr. Park athletic fields. Golf rough mowers with hydraulic powered spindles and decks capable of moving with ground contours are recommended for Carl Barton, Jr. Park athletic fields. The Contractor shall start with clean equipment as to not deposit weed seed onto athletic fields. Cutter blades shall remain sharp for proper turf cut. Other types of grass cutting equipment may be used provided they have been approved by the City of Conroe representative. All equipment must be operated at a speed to provide the optimal desired cut. All equipment shall be kept in good operation condition and shall be maintained to provide a clean sharp cut of vegetation at all times. The Contractor shall be responsible for any damage caused by faulty equipment (i.e. fluid leak on turf). Equipment shall have all safety guards, shrouds and discharge shoots properly in place and in good condition while performing services. Discharge shoots must always remain in the down position. **Altered or missing safety guards, shrouds and discharge shoots on/from equipment shall be grounds for immediate termination of contract.**

- Mowing/Blowing – Mowing shall include all grassy areas within the park or facility. Mow height for parks, facilities and general common areas shall be a minimum of two (2) inches and a maximum of three (3) inches unless otherwise indicated. Common areas shall be defined as any open turf area free of woody vegetation and are subject to mowing under this contract. Mow height for Carl Barton, Jr. Park baseball/softball fields shall be a minimum of one (1) inch and a maximum of one and one-half (1-1/2) inch. Mow height for Carl Barton, Jr. Park soccer fields shall be a minimum of one and one-half (1-1/2) inch and a maximum of two (2) inches. Athletic fields shall be defined as any turf area within a chain link fence area of baseball / softball fields or any turf area within the established corners of soccer fields. At no time shall grass clippings be discharged onto skinned areas of baseball or softball fields, landscape beds, tree wells or bodies of water. The Contractor shall mow as close as practical to all fixed objects (but no greater than 30 inches), exercising extreme care not to damage trees, plants, shrubs, or other equipment which are part of the facility. Additionally, mowing shall include designated public right-of-ways, ditches, etc. adjacent to each site. Excessive grass clippings left on turf areas shall be properly removed from the site. THE CONTRACTOR SHALL NOT MOW DURING PERIODS OF RAIN OR WHENEVER THE POSSIBLILITY OF RUTTING WILL OCCUR. The Contractor shall be held responsible for any rutting caused by their equipment. Proper care shall be taken to prevent turf scalping. Contractor shall mow in alternate directions where feasible during each mowing. Bagging mower clippings may be required in aquatic facilities or adjacent to splash pad areas to minimize grass clippings from entering pools and filtration systems. Pricing at all sites assumes that bagging and/or removing clippings will be required when excessive turf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris. Absolutely no mowing equipment is permitted on/in pool decks, splash pads, sports courts, pavilions or gazebos for any reason. The Contractor shall mow in a direction that minimizes grass clipping discharge onto sidewalks and hard surfaces or into pools, splash pads, tree wells and landscape beds. The Contractor shall blow off grass clippings **immediately**, especially at building entrances to prevent grass clippings from being tracked into buildings. Caution shall be exercised around door openings and

pools. At no time will the Contractor be permitted to blow clippings or debris into storm sewers or left in a place where it can be carried by water runoff into storm sewers.

- Edging – The Contractor shall use proper equipment standard to the turf and golf industry. The Contractor shall edge by means of vertical cutting any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, clean and neat and maintain a minimum depth of one (1) inch and a minimum width of one quarter (1/4) inch. Contractor shall perform task using a vertical rotary bladed edging device. Use of string line trimmers for edging is strictly prohibited and will result in deductions from Contractor's monthly invoice.

- String Line Trimming – The Contractor shall use proper equipment standard to the turf and golf industry. All turf areas that cannot be cut by mowers shall be cut by string line equipment unless otherwise indicated. All trimming must be accomplished concurrently with mowing operations. Turf cut shall be maintained equal to mowing height. STRICT CAUTION shall be maintained while trimming around tree trunks and other landscape plant materials. Contractor shall trim to pond water line at locations where water bodies are present. Water line may vary depending on weather / drought conditions.

- Litter/Debris Disposal – All trash and general debris shall be removed prior to each mowing. Any trash or paper mowed over by the Contractor shall be picked up immediately after occurrence. All fallen tree branches less than three (3) inches in diameter shall be removed from site before each mowing. Disposal of trash, debris and tree limbs is available by approval at the Dean Towery Service Center, 401 Sgt. Ed Holcomb Blvd. South.

- Undeveloped Property Mowing – Contractor shall mow as close to stationary objects as practical. String line trimming may not be required.

- Fire Training Facility – Contractor shall mow as close to stationary objects as practical. String line trimming will be required around all objects and facilities.

3. PRICING

PARKS & RECREATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR1	Candy Cane Park	Frequency	42		
PR2	Aquatic Center (interior)	Frequency	42		
PR3	Roberson Park	Frequency	42		
PR4	Milltown Park	Frequency	42		
PR5	Conroe Founders Plaza	Frequency	42		
PR6	Heritage Place Park	Frequency	42		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR7	Stewarts Creek Park	Frequency	42		
PR8	Booker T. Washington Park	Frequency	42		
PR9	Lewis Park	Frequency	42		
PR10	Dugan Park	Frequency	19		
PR11	Kasmiersky Park	Frequency	42		
PR12	McDade Park	Frequency	42		
PR13	Flournoy Park	Frequency	42		
PR14	Dr. Martin Luther King, Jr. Park	Frequency	42		
PR15	John Burge Park at Shadow Lakes	Frequency	42		
PR16	Lions Park	Frequency	42		
PR17	Lone Star Flag Park	Frequency	42		
PR18	White Oak Point Park	Frequency	42		
PR19	Wiggins Village Park	Frequency	42		
PR20	OJJ Enrichment & Recreation Center	Frequency	42		
PR21	Owen Park	Frequency	42		
PR22	Community Pool	Frequency	42		
PR23	Crooke St. Property	Frequency	19		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PR24	Hicks St. Property	Frequency	19		
PR25	Dallas Street Medians	Frequency	42		
PR26	Holly Hills Medians	Frequency	19		
PR27	Faith Walston Memorial	Frequency	42		
PR28	I-45 Triangle	Frequency	42		
PR29	S. Frazier Medians	Frequency	42		
PR30	Maurel Drive Medians	Frequency	19		
PR31	Montgomery Park Blvd	Frequency	19		
PR32	Teas Road Medians	Frequency	19		
PR33	South Loop 336 Medians	Frequency	42		
PR34	McDade Estates Property	Frequency	19		
PR35	Artesian Lakes Property	Frequency	19		
PR36	Main Street Parking	Frequency	42		
TOTAL					

ADMINISTRATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
ADM1	Conroe Municipal Complex	Frequency	42		
ADM2	Walter P. Jett	Frequency	19		
ADM3	Isaac Conroe House	Frequency	42		
TOTAL					

TRANSPORTATION

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
TR1	Transportation Administration	Frequency	42		
TOTAL					

FIRE DEPT.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
FD1	Fire Station 1	Frequency	42		
FD2	Fire Station 2	Frequency	42		
FD3	Fire Station 3	Frequency	42		
FD4	Fire Station 4	Frequency	42		
FD5	Fire Station 5	Frequency	42		
FD6	Fire Station 6	Frequency	42		
FD7	Fire Station 7	Frequency	42		
FD8	Fire Station 8 (under construction)	Frequency	42		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
FD9	Fire Station 9 (Vacant Property)	Frequency	19		
FDTF	Fire Training Facility	Frequency	19		
TOTAL					

POLICE DEPT.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
PD1	Conroe Police Station	Frequency	42		
PD2	Firearms Training Facility	Frequency	42		
TOTAL					

CARL BARTON, JR. PARK

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
CBJP1	Soccer Field 1	Frequency	52		
CBJP2	Soccer Field 2	Frequency	52		
CBJP3	Soccer Field 3	Frequency	52		
CBJP4	Soccer Field 4	Frequency	52		
CBJP5	Soccer Field 5	Frequency	52		
CBJP6	Soccer Field 6	Frequency	52		
CBJP7	Soccer Field 7	Frequency	52		
CBJP8	Soccer Field 8	Frequency	52		
CBJP9	Soccer Field 9	Frequency	52		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
CBJP10	Softball White	Frequency	52		
CBJP11	Softball Black	Frequency	52		
CBJP12	Softball Green	Frequency	52		
CBJP13	Softball Yellow	Frequency	52		
CBJP14	Zak Kahn Blue	Frequency	52		
CBJP15	Zak Kahn Green	Frequency	52		
CBJP16	Zak Kahn Yellow	Frequency	52		
CBJP17	Zak Kahn Red	Frequency	52		
CBJP18	5Plex Blue	Frequency	52		
CBJP19	5Plex Black	Frequency	52		
CBJP20	5Plex Green	Frequency	52		
CBJP21	5Plex Yellow	Frequency	52		
CBJP22	5Plex Red	Frequency	52		
CBJP23	Common Areas	Frequency	42		
TOTAL					

DEPARTMENT TOTALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Parks & Recreation	1	LS		
2	Administration	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Transportation	1	LS		
4	Fire Dept	1	LS		
5	Police Dept	1	LS		
6	Carl Barton, Jr Park	1	LS		
TOTAL					

4. GENERAL SPECIFICATIONS

The City of Conroe will be accepting Proposals from respondents. The objective of this bid is to obtain mowing services for the City of Conroe facilities, parks and other municipal sites. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of the contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an Annual Mowing Services Contract..

- 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, telephone or fax 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.

5. CONTRACT TERM

10/01/2026 with (4) 1 year renewals. Price increase will be considered based on Consumer Price Index, only at renewal date. 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.

6. AWARD

The award will be based on best value to the City.

7. PAYMENT/CONTRACT

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

Name of Vendor: Rotolo Consultants, Inc.

Federal ID Number: 72-1285520

A Corporation of the State of: Louisiana

Telephone Number: (800) 641-2427

Email: maintenance@rotoloconsultants.com

Website: www.rotoloconsultants.com

Mailing Address: 38001 Brownsvillage Road

City/State/Zip: Slidell, LA 70460

Authorized Signature:

Printed Name: Michael Rotolo

8. TERMS, CONDITIONS AND CLAUSES

8.1. 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.

8.2. QUESTIONS AND INQUIRES

Bidder's desiring further information or interpretation must request such information in the questions section of OpenGov.

8.3. SUBMISSION OF BIDS

Submit electronically through the OpenGov Procurement Portal.

Contact:

Stephanie Ramirez, Buyer II
Purchasing Department, CMC Building

700 Metcalf St
Conroe, TX. 77301

Proposals not delivered by this time will be unopened.

8.4. INFORMATION CLARIFICATION

All questions shall be asked through OpenGov. 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.

8.5. 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.

8.6. REFERENCES

The City of Conroe may request bidders to supply, with this Request for Proposal, 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.

8.7. 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.

8.8. 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.

8.9. 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.

8.10. 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.

8.11. 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.

8.12. 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).

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. 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.

8.18. 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.

8.19. 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.

8.20. 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.

8.21. 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.

8.22. 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.

8.23. 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.

8.24. 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.

8.25. 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.

8.26. 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.

8.27. 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.

8.28. 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.

8.29. 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.

8.30. 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.

8.31. 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.

8.32. 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.

8.33. 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.

8.34. 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.

8.35. 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.

8.36. 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.

8.37. 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.

8.38. 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.

8.39. 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.

8.40. 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.

8.41. 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.

8.42. 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.

8.43. EQUAL EMPLOYMENT OPPORTUNITY

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

8.44. 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.

8.45. 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.

8.46. 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.

8.47. 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.

8.48. 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.

8.49. 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.

8.50. 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.

8.51. NO QUANTITY GUARANTEES

Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.

8.52. 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.

8.53. 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.

8.54. 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.

8.55. 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.

8.56. 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.

8.57. 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.

8.58. 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.

8.59. 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.

8.60. 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.

8.61. 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.

8.62. ALTERNATE ITEMS

No alternate bids or bid items will be considered unless they are specifically requested by the proposal.

8.63. 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.

8.64. CORRECTIONS

Erasures or other corrections in the bid must be noted over the signature of the bidder.

8.65. 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.

8.66. 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.

8.67. 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 PURCHASING DEPARTMENT 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.

8.68. PAYMENT

City staff 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.

8.69. 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.

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.

8.70. BUILDING PERMITS AND APPROVALS

The Vendor is responsible for obtaining all required building permits, inspections, and approvals necessary to perform installation or related work on City of Conroe property.

No permit fees shall be charged to the Vendor for work conducted on City-owned property.

The Vendor must coordinate with the City's Building, Permitting and Inspections Department to ensure compliance with all applicable local building codes and regulations prior to commencing any installation or modification.

Copies of all required permits must be provided to the City of Conroe Purchasing Department before work begins.

9. 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
Worker's Compensation	As required by Texas Law

Employer's Liability	$500,000 each occurrence
Public Liability (Bodily injury)	$1,000,000 combined single limit
Public Liability (Property damage)	$1,000,000 combined single limit
Automobile Liability (Bodily injury)	$200,000 each person
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.

10. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience and Qualifications.**	Points Based	25 *(25% of Total)*
2.	**Cost.**	Points Based	60 *(60% of Total)*
3.	**References.**	Points Based	10 *(10% of Total)*
4.	**Prior experience with the City of Conroe.**	Points Based	5 *(5% of Total)*

11. VENDOR QUESTIONNAIRE

1. Response Format*
Please upload Response Format here.

*Response required

2. Certificate of Insurance*
Please upload insurance documents here.

*Response required

3. Form 1295*
Please upload documents here.

*Response required

4. Signed Addendums*
Please upload documents here.

*Response required

5. Agreement and Certification*
The Undersigned Agrees That:

A. No Federal, State, County or Municipal taxes have been included in the RFP 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.

☐ Please confirm

*Response required

6. Are you VetHUB Certified?*

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1. VetHUB Certification*

*Response required

When equals "No"

6.2. Please upload a memo stating that you are not VetHUB Certified*

*Response required

7. Sam.Gov Status*

Sign up with Sam.Gov Home | SAM.gov

Upload document

*Response required

8. Acknowledgement of Terms & Conditions*

Please download the below document, complete, and upload.

- Acknowledgement_of_Terms_an...

*Response required

9. Acknowledgement of Respondent*

By clicking "Please confirm" below, Bidder agrees to provide any additional information requested during bid selection process.

☐ Please confirm

*Response required

10. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

12. RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Failure by a Proposer to include all listed items will result in their proposal being rejected.

Tab I – Cover Letter
Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City will sign the letter.
Please include all contact information.

Tab 2 – Acceptance of Conditions/ Scope of Work
Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

Include a statement of your understanding of the scope of work.

Tab 3 – Company Background
1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

Tab 4 – Qualifications
1. Describe and demonstrate firm qualifications, experience and project understanding.

Tab 5 – Complete Proposal, meeting the Scope of Work including the following:
1. Include your complete response including:

- Complete breakdown of pricing
- Insurance Certificate
- 1295 form
- Sam.gov
- Workforce Certifications
- Detailed Scope of Work
- Suggested Maintenance Schedule
- State Contract Pricing (if available)
- Part Pricing
- RFP Pricing Sheet

Tab 6 – References
1. Provide five (5) references of similar projects for which your company has, in whole or in part, provided services.

Tab 7 - List of Ongoing and Completed Projects

1. Provide a list of similar projects in which your company is currently involved, or has been involved.
2. Please list project description, client contact information, and current status.

13. Divider

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rotolo Consultants, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

38001 Brownsvillage Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Slidell, LA 70460

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	1	2	8	5	5	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] CFO **Date** 1/27/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
ROTOLO CONSULTANTS, INC

Doing Business As (DBA) Name
RCI

Company ID
228993

Enrollment Date
Jul 08, 2009

Employer Identification Number (EIN)
721285520

Unique Entity Identifier (UEI)

DUNS Number
182939475

Total Number of Employees
500 to 999

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Rotolo Consultants, Inc. dba RCI
File Number: 803284717
Assumed Name:
Rotolo Consultants, Inc.

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 01/19/2021

Effective: 01/19/2021

Ruth R. Hughs
Secretary of State

Franchise Tax Account Status

As of : 07/11/2023 15:59:26

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

ROTOLO CONSULTANTS, INC. DBA RCI	
Texas Taxpayer Number	32070345148
Mailing Address	38001 BROWNSVILLAGE RD SLIDELL, LA 70460-4875
Right to Transact Business in Texas	ACTIVE
State of Formation	LA
Effective SOS Registration Date	04/06/2019
Texas SOS File Number	0803284717
Registered Agent Name	CT CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75202

Form 00-366 (Rev. 7-24/11)

GLENN HEGAR
Texas Comptroller

TEXAS USE TAX PERMIT

Taxpayer number
3-20703-4514-8
Effective date
09/01/2021

TEX. TAX CODE ANN. CH. 151

Taxpayer name and mailing address

ROTOLO CONSULTANTS, INC. DBA RCI
38001 BROWNSVILLAGE RD
SLIDELL LA 70460-4875

GLENN HEGAR
Comptroller of Public Accounts

NAICS CODE: 561730
Landscaping Services

THIS PERMIT IS NON-TRANSFERABLE

Detach here and prominently display your permit only. Retain the portion below for your records.

Is The Information Printed on This Permit Correct?
The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below by entering your taxpayer name and taxpayer number, and your corrected information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. Contact your local Comptroller's field office for this change and to request a new permit: www.comptroller.texas.gov/about/contact/locations.php.

More helpful information about your permit is on the back of this document.

TEXAS USE TAX PERMIT

Taxpayer name shown on the permit	Taxpayer number shown on the permit
ROTOLO CONSULTANTS, INC. DBA RCI	3-20703-4514-8

Please enter only the information that has to be corrected.

Correct taxpayer name	Daytime phone *(Area code and number)*

Correct mailing address

City	State	ZIP code	FEI number

If you are no longer in business,
enter the date of your last business transaction.....

For additional information, see the back of this form.

sign here	Taxpayer or authorized agent	Date

If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.

You have certain rights *under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.*

Form 00-366 (Back)(Rev. 7-24/11)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, cancelled or forfeited for a violation of any provision of any taxing statutes administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

This permit replaces the permit you now hold. All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.

Taxpayer name and mailing address

ROTOLO CONSULTANTS, INC. DBA RCI
38001 BROWNSVILLAGE RD
SLIDELL LA 70460-4875

Form 00-366 (Back)(Rev. 7-24/11)

General Information

- Operating without a valid permit is a misdemeanor punishable by a fine of not more than $500 per day.
- This permit must be displayed in your place of business. The information on your permit is public information.
- This permit must be copied and a copy kept at each additional place of business or storage.
- Please use your taxpayer number as a reference in any correspondence or inquiry with the Comptroller's office.

No Longer in Business?

If you are no longer in business or have closed a business location, there is action you need to take to satisfy your tax responsibility with the Comptroller's office. Visit www.comptroller.texas.gov/taxes/resources/end-tax.php.

File and Pay Online

We encourage you to file and pay electronically using our Webfile system. Webfile automatically calculates tax due, offers online payment options, provides a printable confirmation page that verifies you successfully transmitted your return and allows you to view prior transactions and reports. If you are a new taxpayer, you will receive your first Texas tax return in the mail, and it will include your Taxpayer number and your eight-character Webfile number (which you will need to access Webfile). When you are ready to file, visit www.Comptroller.Texas.Gov and select Webfile *(or use the QR code included here).*

Download Tax Forms

Find tax forms online at www.comptroller.texas.gov/taxes/forms.

If You Need Assistance

For additional assistance, find contact information at www.comptroller.texas.gov/about/contact. For information about specific taxes and fees, visit www.comptroller.texas.gov/taxes.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

November 23, 2025

ZACKERY B KIDD
ZACKERY KIDD
16911 TRANQUILITY PARK DR
CYPRESS TX 77429

TDA Client No. 00678676
TDA License No. 0922081

Dear ZACKERY B KIDD,

We are pleased to inform you that your COMMERCIAL pesticide applicator license has been reissued and is enclosed. Your license is effective as of November 30, 2025 and will expire at midnight on November 30, 2026. Please review the information printed above and on your license carefully. You are required to notify the Texas Department of Agriculture within 30 days of any change in the information you provided in the application or renewal of this license.

A client number has been printed on your certificate. This number will be used to provide you with more efficient service by acting as a cross-reference to all TDA licenses you may obtain, as well as any other contacts you may have with TDA. By referencing your client number, both you (through Internet access) and authorized TDA personnel will be able to review and process most or all of your licensing, license renewal and contact information from a single access point.

A COMMERCIAL applicator license authorizes you to purchase and apply, or supervise purchases and applications of restricted-use and state-limited-use pesticides or regulated herbicides to the land of another person for hire or compensation. You may only make such applications in circumstances covered by the use categories for which you are certified. These categories appear as endorsements on your license.

To renew this license, you will need to obtain five continuing education units (CEUs), prior to renewal of the license. The required five CEUs must include a minimum of one hour each from two of the following continuing education categories: integrated pest management, laws and regulations, or drift minimization. Additional requirements pertaining to CEUs and a list of approved courses can be obtained from TDA's web site or by contacting TDA's Pesticide Certification and Compliance program at our Austin headquarters at (800) TELL TDA (800-835-5832).

For commercial and noncommercial applicators certified in the AERIAL application category, three of the required five CEUs must be associated with aerial application operations to include one CEU each in: laws and regulations; drift minimization; and pesticide safety addressing "human factors".

PLEASE NOTE: TDA will randomly audit a number of applicators to check for compliance with CEU requirements. If you are selected for audit, you will receive a letter asking you to send TDA a copy of each certificate of completion you received during the relevant time period. You may also be asked to provide access to or copies of CEU documentation during routine or complaint-related inspections.

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

COMMERCIAL PESTICIDE APPLICATOR LICENSE

ZACKERY KIDD

16911 TRANQUILITY PARK DR
CYPRESS TX 77429

License No: 0922081
Effective Date: 11/30/2025
Expires: 11/30/2026

Front side

Categories: 3A,5,6

Descriptions:

1A	Field Crop	3A	Landscape Maint
1B	Fruit, Nut, & Veg	3B	Nursery Plant Prod
1C	Pasture & Rangeland	4	Seed Treatment
1D	Vertebrate Pest	5	Vegetation Mgmt
1E	Farm Commodity Pest Control	6	Aquatic
1F	Animal Health	7	Demonstr & Research
1G	Citrus	8	Reg Pest Control
1H	Livestock Prot Collar	9	Aerial Application
1I	M-44 Device	11	Soil Fumigation
2	Forest Pest Control	12	Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

ZACKERY KIDD
16911 TRANQUILITY PARK DR
CYPRESS TX 77429

License No: 0922081
Effective Date: November 30, 2025
Expires: November 30, 2026
Categories: 3A,5,6

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed LICENSED IRRIGATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION
Date Fee Paid: 09/14/2023
Amount Paid: $ 111

TEST SCORE: N/A

CONTACT INFORMATION
LANDSCAPE IRRIGATION LICENSING
(512)239-0170

For general information about licensing visit:
www.tceq.texas.gov/licensing
Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

STEVEN C PUGH

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

License Number: **LI0005717**
Issue Date: **10/27/2023**
Expiration Date: **10/31/2026**

Interim Executive Director
Texas Commission on Environmental Quality

Tab 6 - References



Client	Contract Information	Reference	Relevance to This Project
Mississippi Department of Transportation (MDOT) – District 1	Active • Multiple annual right-of-way mowing and litter removal contracts totaling more than $1.44 million annually across interstate and U.S. highway corridors. Services include recurring mowing cycles, litter removal, traffic-sensitive operations, and coordinated field deployment across multiple counties.	Johnny W. ShieldsDistrict Maintenance EngineerMississippi Department of Transportation(662) 842-1122	Demonstrates RCI's ability to manage large-scale recurring mowing operations, optimize routing across geographically dispersed locations, maintain strict production schedules, and safely perform work in high-visibility public environments.
City of Kissimmee	Since July 1, 2025 • $599,268.63 annually. Comprehensive landscape maintenance for municipal parks, public facilities, and rights-of-way, including turf mowing, edging, pruning, fertilization, weed control, pest management, irrigation inspection, litter removal, and seasonal enhancements.	Rob CarterCity of Kissimmee(407) 518-2381Robert.Carter@kissimmee.gov	Demonstrates experience maintaining multiple municipal properties through recurring service schedules, coordinated field operations, and integrated landscape maintenance programs for high-visibility public spaces.
City of Longwood	Since March 12, 2026 • $203,655.80 annually. Municipal mowing and landscape maintenance services for roadway rights-of-way, municipal facilities, stormwater sites, utility locations, and landscaped public areas. Services include mowing, edging, string trimming, shrub maintenance, litter removal, weed control, irrigation inspections, minor repairs, and maintenance of high-visibility municipal corridors.	Matthew HockenberryDeputy Director of Public WorksCity of Longwood(407) 263-2379mjhockenberry@longwoodfl.org	Demonstrates RCI's experience delivering comprehensive municipal mowing and landscape maintenance services across diverse public assets while maintaining consistent quality, scheduling, and responsiveness.
Samsung C&T	Since August 15, 2025 • Approximately $738,935 annually (combined Taylor and Austin facilities). Commercial landscape maintenance including weekly mowing, edging, blowing, horticultural services, wildflower mowing, mulch installation, water feature maintenance, and emergency response services across two large manufacturing campuses.	Juneha YoonSamsung C&T(512) 621-9608	Demonstrates RCI's ability to coordinate recurring maintenance across large, high-profile properties requiring efficient routing, specialized maintenance practices, responsive service, and consistent operational performance.
Central Florida Tourism Oversight District (CFTOD)	Since February 2024 • Approximately $149,571 annually. Landscape maintenance for a high-visibility public district, including turf care, shrub maintenance, irrigation monitoring, palm care, pond edge maintenance, mulch installation, and seasonal color enhancements.	Jessie Mack BurnsCentral Florida Tourism Oversight District(321) 395-1590	Demonstrates experience maintaining high-profile public properties requiring dependable weekly maintenance, coordinated field operations, schedule flexibility, and consistent attention to detail in heavily visited public spaces.

SERVICE CONTRACT

CITY OF CONROE

Annual Mowing Services

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

CITY OF CONROE Parks Operation DEPARTMENT

Introduction

Contract is made and entered into Thursday, October 1, 2026 by and between THE CITY OF CONROE, TEXAS, a Texas Home Rule Municipality, hereinafter referred to as "CITY", and Vendor Name

Hereinafter referred to as "RESPONDENT", and is as follows:

1. The Project

The PROJECT is generally referred to as the # 0716-2026, Annual Mowing Services, located in Conroe, Texas as indicated by this Contract.

2. Administration

Lauren Arnold

Assistant Director - Park Operations

1504 Park Wood West

Conroe, TX 77301

3. Compensation

For the Performance of the Work, Lump Sum of: $567,707.50
TOTAL SUM OF PROPOSAL ITEMS 1 TO 81 (Gen. Conditions, overhead and profit are to be attributed within each item)
Five Hundred Sixty Seven Thousand, Seven Hundred Seven Dollars and Fifty Cents
Amount written in words (This governs)
567,707.50
(Amount in figures)

4. Contract Term

One (1) year with up to four (4) one year renewals.

5. Contract Documents

The Contract Documents consist of the documents hereinafter described, the terms and conditions of which are incorporated herein by reference. The terms of these documents are the terms of the Contract. The Contract Documents are hereinafter listed in order of precedence. In the event of any conflict between the terms and conditions of one document and that of another, the document first listed shall be deemed controlling over a subsequent document. In the event of any conflict between the terms and conditions of any document, and the provisions of an amendment to that document, then the terms of such amendment shall be deemed controlling. In order of precedence, the Contract Documents are:

A. This Contract; # Project ID

B. The Respondent's executed Offer Bid Form;

C. Including all subsequent addenda _1_ through _1_ thereto;

D. The Instructions to Proposers and Special Provisions to the City of Conroe, Texas.

E. Any Amendments to General or Special Conditions.

F. The General and Special Conditions of the Contract for Professional Services.

6. Entire Agreement

This Contract contains the whole agreement between the parties and there are no representations, terms, conditions, or collateral agreements other than those expressly set forth herein.

7. Terms, Conditions and Clauses

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

2. **Questions and Inquires** - Responder's desiring further information or interpretation must request such information in the questions section of OpenGov.

3. **Submission of Quotes** - Submit electronically through OpenGov City of Conroe, TX Procurement Portal

4. **Information Clarification** - All questions shall be asked through OpenGov. Should a Responder 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. **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 Responses. In preparing his Response, each Responder is expected to include in his base Response the cost of the items so specified.

6. **References** - The City of Conroe may request Responders to supply, with this Invitation to Response, 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. **Materials and Services** - The Responder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Responder shall furnish all data pertinent to specifications and warranties, which apply to items in the Response.

8. **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 Response sheet. Prices shall be all inclusive. Any price not shown on the Response 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 Responder and included in the Response price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Responder must indicate both items required and attendant cost or forfeit the right to payment.

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

10. **Assignment** - Respondent 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. **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Respondent 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. **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, Response 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. **COVID-19 Vaccine Passport Prohibition** - Respondent 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 Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

14. **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Respondent 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 Respondent's compliance with the required controls.

15. **Dealings with Public Servants Affirmation** - Respondent 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.

16. **Debts and Delinquencies Affirmation** - Respondent 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.

17. **Disclosure** - There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

18. **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.

19. **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.

20. **Excluded Parties** - Respondent 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

21. **False Statements** - Respondent 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

22. **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.

23. **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Respondent 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

24. **Indemnification** - Respondent shall indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, Responders, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related damages, costs, attorney fees, and expenses to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury or damage to property, and/or otherwise related to respondent's performance, and/or failures to pay a subResponder or supplier by the respondent or its agents, employees, subResponders, order fulfillers, consultants under contract to respondent, or any other entity over which the Responder exercises control, or suppliers of subResponders in the execution or performance of the contract. The defense shall be coordinated by respondent with the office of the Texas attorney general when Texas state agencies are named defendants in any lawsuit and respondent may not agree to any settlement without first obtaining the concurrence from the office of the Texas attorney general. Respondent and agency agree to furnish timely written notice to each other of any such claim.

25. **No Conflict of Interest** - Respondent 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.

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

27. **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.

28. **Suspension and Debarment** - Respondent 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.

29. **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.

30. **Texas Responder Affirmation** - Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Responder as defined in Section 2155.444(c) of the Texas Government Code.

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

32. **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.

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

34. **Discounts** - If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent 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 Respondent.

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

36. **Force Majeure** - Neither Respondent 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.

37. **Immigration** - Respondent 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.

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

39. **Legal and Regulatory Actions** - Respondent 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 Respondent 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 Respondent'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 Respondent is unable to make the preceding representation and warranty, then Respondent 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 Respondent'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, Respondent 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

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

41. **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.

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

43. **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.

44. **Record Retention** - Respondent 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 Respondent 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.

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

46. **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.

47. **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.

48. **SubResponders** - Respondent 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 Respondent shall be in writing and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subResponder(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

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

50. **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, Respondent shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

51. **Insurance Requirements**: **NO RESPONSE WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE RESPONSE**The Responder shall procure and maintain, at its expense, during the term of this Response, at least the following insurance, covering work performed.COVERAGELIMITSWorker's CompensationAs required by Texas LawEmployer's Liability$ 500,000 each occurrencePublic Liability (Bodily injury)$1,000,000 combined single limitPublic Liability (Property damage)$1,000,000 combined single limitAutomobile Liability (Bodily injury)$ 200,000 each personAutomobile Liability (Property damage)$ 50,000 each occurrence
The Responder agrees to furnish insurance certificates, showing the Responders compliance with this section if required by the City.

52. **Reserved**.

53. **Reserved**.

54. **Conditions of Work** - Responders 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 Responder of any obligations to furnish material and labor necessary to complete the project.

55. **Conditions of Conduct** - At all times any agent, officer, or employee of Responder 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 Responder.

56. **Alternate Items** - No alternate Responses or Response items will be considered unless they are specifically requested by the proposal.

57. Unit Prices - The unit price of each of the Response items in the Response 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 Response represents the total Response. Any Response 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.

58. **Corrections** - Erasures or other corrections in the Response must be noted over the signature of the Responder.

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

60. **Award of / Rejection of Responses** - The City reserves the right to consider as unqualified to do the work, any Responder 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.

61. **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 Department Signatory for execution by the OWNER and the RESPONDER. 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.

    a. Any request by the RESPONDER for a change in the proposal shall be made prior to beginning the work covered by the proposed change.
    It is agreed that the basis of compensation to the RESPONDER 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.

62. **Payment** – City Staff shall review all Responders' application for payment and supporting data to determine the amount owed to the Responder. 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.

63. **Reimbursements** - There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

64. **Response 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 Responder, authorized to represent the Responder 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 of the specifications, terms, conditions and clauses pertaining to this quote.

RESPONDENT

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

CITY OF CONROE

SIGNATURE

Duke W. Coon

FULL NAME

DATE SIGNED

Mayor

TITLE

SIGNATURE

Sami Quinlan

FULL NAME

DATE SIGNED

City Secretary

TITLE

NOTARY

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Brandy Taylor, Community Development Director

Item Type: Bid Award

B. Taylor
Joint Meeting: No Joint Meeting

Description
Discuss and Consider the bids for Turf Management Carl Barton Jr. Park.

Summary / Recommendation
Discuss and Consider the bids for Turf Management at Carl Barton Jr. Park. Staff recommends the award to Ambassador Services in the amount of $257,790.94.

Fiscal Impact

Expenditure Amount:	$257,790.94
Revenue Amount:	
Account Number:	001-1450-8033
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

Recommendation Packet
Services Contract

Purchasing

CITY OF CONROE

Est. 1904

To: Lauren Arnold – Assistant Director, Parks Operations

CC: David Willard – City Administrator

From: Stephanie Ramirez – CTCD, Buyer II

Date: August 6, 2026

Subject: Bid Recommendation: Turf Management Services

Council Approval: X Yes __No

Purchasing staff solicited competitive bids on behalf of the Parks Department to secure a vendor to provide turf management at Carl Barton, Jr. Park. Bids were opened on July 9, 2026. Six bids were received and evaluated. Below are the bid amounts received.

- DPTV Tango, LLC $554,180.00
- Greenscapes SIX, LLC $546,525.00
- Texas Multi-Chem $525,625.00
- Sports Field Holdings, LLC $327,212.70
- BrightView Landscape Services $278,360.63
- **Ambassador Services** **$257,790.94**

Purchasing conducted an administrative review of all submitted documents, including reference checks. To ensure a broad range of expertise in the evaluation process, Purchasing engaged staff from across the City. Representatives from Parks and Purchasing participated in scoring the bids.

Based on this review, Purchasing recommends awarding the contract to **Ambassador Services** in the amount of **$257,790.94** based on the overall scores listed below. The contractor was lowest bid and has previous experience with the City.

Vendor	Experience & Qualifications	Cost	References	Prior experience with the City of Conroe	Total Score
Ambassador Services	**20.6**	**57.4**	**8**	**4.8**	**90.8**
BrightView Landscape Services	22.8	52.6	6.4	2.2	84
DPTV Tango LLC	20	22.8	3.2	1.2	47.2
Greenscapes SIX, LLC	22.8	27	5.2	3.2	58.2
Sports Field Holdings LLC	22	40.2	8.2	4	74.4
Texas Multi-Chem	21.2	27.8	8.8	1.4	59.2

Proposal for City of Conroe Annual Turf Management Services

07/09/2026



Submitted to:

Stephanie Ramirez, Buyer II
City of Conroe
700 Metcalf St
Conroe, TX 77301
Phone: +1 (281) 727-0117
Email: SRamirez@cityofconroe.org
RFP No.: RFP#0709-2026

Submitted by:

Jamileth Rivas, Sr. Sales Coordinator
Ambassador Services, LLC
3808 World Houston Pkwy. Houston, TX 77032
Phone: 281-727-0117 Main | +1 (281) 727-0117 Direct
Email: jamileth.guillen@ambassadorusa.com

Confidential and privileged information

Ambassador Services

07/09/2026

City of Conroe
700 Metcalf St
Conroe, TX 77301

Stephanie,

Ambassador Services, LLC is proud to submit a proposal to **City of Conroe**.

We understand that nothing is more important than the health and safety of staff, visitors, and clients. From janitorial and disinfection services to floor care, landscaping, HVAC maintenance and more. We offer safe, reliable, and comprehensive facility and grounds maintenance servicesto businesses and governmental institutions across the state of Texas. In our years of experience servicing diverse industries, we've learned how to balance budgetary constraints with peace of mind,ensuring your facilities and grounds are well-maintained, secure, and on budget.

Our company was founded in 2007 with a commitment to total quality management and driving long-term success by focusing on customer satisfaction and continuous improvement. With more than 100 years of combined leadership experience in the facilities maintenance and grounds management industries, we understand the unique challenges and protocols commercial buildings require. Find a sampling of some of our recent accomplishments and what you can expect from our leadership team:

- Large footprint servicing a total of 395 properties and 20 million square feet maintained nightly
- Capability and a proven track record of effectively managing a single account in the public sector amounting to 90 buildings and total facility size of 2.8 million square feet
- #36 National ranking among Fortune Fastest-Growing Inner City 100 Businesses in 2019 and once again in 2021. "Fast 100" #47 ranking by the Houston Business Journal, 2021
- Hands-on leadership team offering immediate responsiveness to customers and transparency in communication
- Maintains over a 92% customer retention rate over the last 8 years, along with a high employee retention rate
- Privately owned and minority operated company with personal accountability

Ambassador Services also invests in the communities we serve through donations, and staff volunteering. We appreciate the opportunity to share our proposal includingour qualifications, methodology and costs. We've put a great amount of focus on being price competitive, in our efforts to deliver exceptional value to your organization. We look forward to working with **City of Conroe** and welcome any questions regarding our proposal if any arise.

Sincerely,

Jamileth Rivas
Sr. Sales Coordinator, Ambassador Services LLC
281-727-0117 Main | +1 (281) 727-0117 Direct | jamileth.guillen@ambassadorusa.com



Company Profile

About Us

Ambassador Services provides reliable, consistent service that gets the job done right while giving our customers the peace of mind to focus on their businesses—not their facilities or grounds. Our professional, resourceful associates are trained to be proactive in their service while ensuring proper safety guidelines are always followed.

Ambassador Services was launched with a vision of adding extra care into everything we do. As experts in facility maintenance and grounds management, we understand that delivering consistent, high-quality service is key to building lasting partnerships. The business operates out of our central office in Houston, Texas and offers its services across the United States.

Ambassador Services provides total Integrated Facility Maintenance Services you can count on to support seamless daily operations for your facilities, while protecting your infrastructure and capital investments, for a workplace experience to propel your business forward.

Our Services

- Janitorial/Custodial
- Carpet and hard floor maintenance
- Facilities maintenance
- Parking lot sweeping and striping
- Window cleaning
- Pressure washing
- Grounds control
- HVAC Maintenance
- Emergency responseservices
- Green cleaning programs
- Recycling programs
- Staffing services

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Get to know us at Ambassador Services

Ambassador Services has decades of experience in providing reliable facility maintenance and grounds management services. Our service programs are a solid and firm commitment to deliver exceptional facility and grounds maintenance performance with an attention to detail that exceedsyour expectations, as stated in our service level agreement. We offer more than just competitive pricing; we provide you with a sense of security and trust. Our associates go through an extensive background check and training process to ensure your facility is serviced at the highest standards, while focusing on every detail.

The Ambassador Services difference

At Ambassador Services, we strive to be the extension of your maintenance department. Our proven operational metrics, immediate responsiveness, and solid commitment to each and every customer set us apart.



Proven track record for consistent qualityand timeliness



“Above and beyond” commitment to honoring our service-level agreements (SLAs)



Immediate responsiveness to customers and transparency in communication



Privately owned and operated company with personal accountability foreverything we do



Larger footprint than most of our industry peers



Seasoned leadership with decades of combined experience progressive growth in operations

Business philosophy

From commercial janitorial/custodial services and floor care to landscaping and HVAC maintenance, our team of experts consistently delivers. Whether you’re receiving an immediate response to a call or taking advantage of our consultative expertise, we can help identify and meet your unique needs knowing that high-quality service is key to building lasting partnerships.

Confidential and privileged information

Why Ambassador Services

Our values

Proactive, driven, resourceful

When it comes to servicing our clients, our team members are proactive, driven, and resourceful. We're mindful of our work, while operating with honesty and integrity. These values, combined with our strong work ethic, has gained us the trust of peers, management, and our valued customers alike.

Our consultative expertise is among the best in the industry because AmbassadorServices listens to our clients' needs and guides them toward the most effective service solutions.

Our vision

Eco-innovation

We're not only focused on growth, but also on making an even greater commitment to innovation and sustainability by employing the latest technology and reducing our eco footprint. We establish long-term partnerships, and our dedication to our clients and ouremployees will always come first.

Our approach

Safety and transparency

We offer reliable, consistent service, allowing you to focus on your business priorities while we take care of the rest. Our approachable, resourceful service team receives extensive procedural and safety training, going above and beyond to service your facilityand grounds to the highest standards.

You can also count on our business team to deliver transparent metrics and reporting,so you always know exactly how we're doing.



Company Values — Our culture and employees

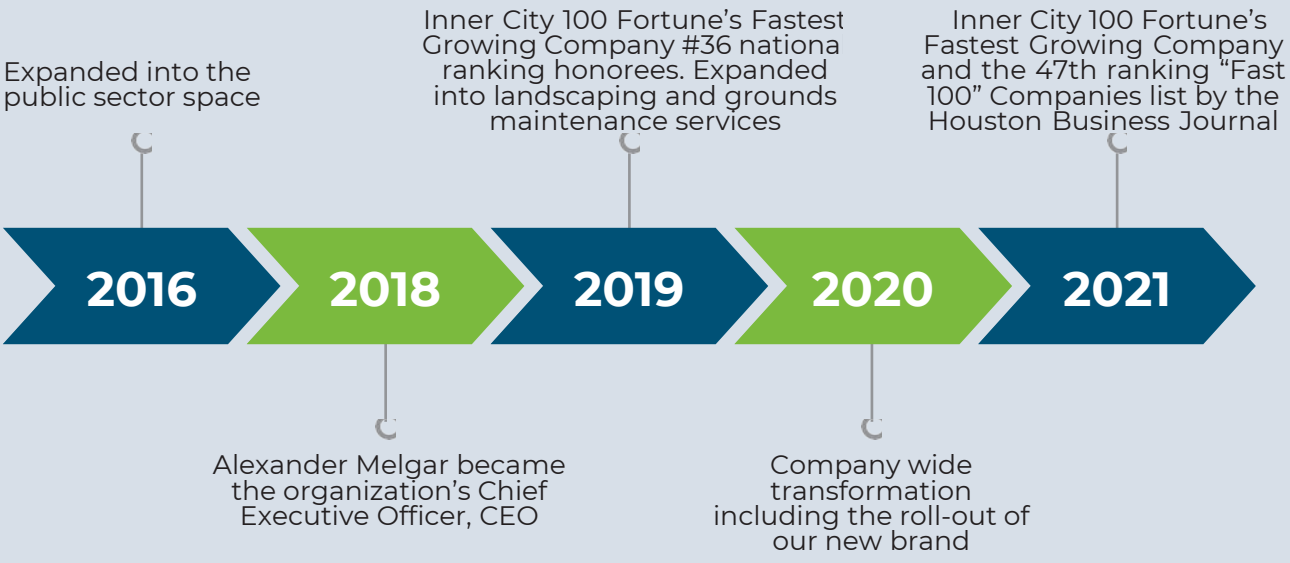
Our CEO, Alexander Melgar, started his career as a janitor. Early on, he learned the power of nurturing growth within himself and others.As he began managing his staff, he realized the need to share the company's vision so they could all feel part of something greater than themselves. He knew when people have an opportunity to contribute to a mission worth pursuing, not only will they stay, but they will also grow together as a team.

At Ambassador Services, everyone is treated with respect. We're a team of ingenious, open-minded individuals. Our open-door policy has served us well in the past and continues to offer a pipeline for some of the most brilliant ideas from employees at all levels. We encourage teamwork. Inclusiveness and collaboration are paramount to driving our consistent growth over the years.

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Company Milestones Timeline





Confidential and privileged information

Our Services

Custom service programs that cut costs

Ambassador believes that every service program should be customized around your specific needs, schedules, and demands. We begin every partnership by learning about your needs and goals, and our team will tailor a solution that best fits the needs and preferences of your organization.

Our Services include:

- Janitorial and Custodial
- Floor Maintenance and Refinishing
- Carpet Cleaning
- Emergency Response Services
- Water Extraction and Fire Restoration
- Disinfection and Decontamination
- HVAC Maintenance
- Parking-lot Sweeping
- Window Cleaning
- Pressure Washing
- Landscaping Design and Maintenance
- Lawn Mowing and Maintenance
- Shrub and Tree Installation
- Topdressing
- Seeding and Fertilizing
- Sports Field Management
- Irrigation System Installation, Repair and Maintenance
- Seasonal Color

Facilities we serve include:

- Hospitals and Healthcare services
- Government entities
- Educational institutions
- Houses of worship
- Financial institutions
- Office buildings
- Manufacturing
- Industrial plants
- Warehouses
- Airports
- Auto dealerships
- Retail/Shopping centers
- Food and beverage facilities
- Entertainment facilities
- Amusement parks
- Gyms/Health clubs
- Country clubs
- And Many others







Professional industry associations

Community involvement

Ambassador Services understands the importance of giving back to our community. We highly encourage supporting causes that our customers are involved in, and we've been supporting our own for many years, including:

- Toys for Tots
- Avance Schools
- Habitat for Humanity
- Sugar Land First United Methodist Church

Awards and accolades

Over the last five years, we have earned the #36 national ranking among Fortune's Fastest-Growing Inner City 100 Businesses back in 2019 and once again in the year, 2021

We've recently made the 47th ranking "Fast 100" Companies list by the Houston Business Journal, 2021

Recognized as a Premier Service Company by The City of Houston 2011–2015

Confidential and privileged information

Customer References

Extensive experience and proven expertise

At Ambassador Services, we understand the importance of selecting a good, reliable company; manyprivate businesses and governmental entities have selected Ambassador Services as their premier service provider for their maintenance needs for over a decade. Our track record of customer retention of 92+% speaks for itself. Here you will find some of our loyal customers for who Ambassador has created a customized solution for their maintenance needs. We are confident in the work that we provide for our clients and understand the importance of planning for a stable workplace that has astrong selection, recruiting, and screening process.
For your reference, please find below a list of clients we're currently servicing:

1. **The Woodlands Township**

   Services Type: Grounds Maintenance
   Service Address:
   8203 Millennium Forest Dr Suite 200 Spring, Texas 77381, United States

   Contact Name: Jared Davis
   Contact Title: Parks Superintendent
   Email: jdavis@thewoodlandstownship-tx.gov
   Tel.: +1 (281) 210-3941

   Service Description:
   Weekly, monthly and quarterly mowing, blowing and edging services as well as irrigations inspections along with bed maintenance, bed enhancements, chemical applications, tree maintenance, and medians.

2. **City of Shenandoah**

   Services Type: Grounds Maintenance
   Service Address:
   29955 North Freeway Service Road Shenandoah Texas 77381

   Contact Name: Rual Porras
   Contact Title: Assistant Public Works Director
   Email: rporras@shenandoahtx.us
   Tel.: +1 (281) 298-5522

   Service Description:
   Weekly, monthly and quarterly mowing, blowing and edging services as well as irrigations inspections along with bed maintenance, bed enhancements, chemical applications, tree maintenance, medians and ride aways along with interstate highway mowing 145 north ride away and muldgin services.

3. **Montgomery County**

   Services Type: Grounds Maintenance
   Service Address:
   9055 Airport Rd Suite 200 Conroe, Texas 77303, United States

   Contact Name: Ed Mayo
   Contact Title:
   Email: edward.mayo@thelonestar.org
   Tel.: +1 (936) 206-0196

   Service Description:
   Grounds maintenance services for municipal facilities.

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Leadership Team Profile

We have assembled a team of some of the most experienced, hands-on leaders in the facility maintenance and landscaping management industries on our operations side, paired with talented functional management from diverse sectors such as technology, manufacturing, and professional services.



Alexander Melgar

CEO

Alexander Melgar is an accomplished services industry executive with a proven track record for leading high-performing organizations to exceptional growth. He joined Ambassador Services in 2012 in the capacity of Chief Operating Officer after more than 18 years of progressive responsibility in the janitorial services industry. Since then, he's merged three companies, streamlining operations and reducing costs while improving customer satisfaction. Mr. Melgar has led the organization to revenue growth of 157% over the last five years while maintaining a 92% customer retention rate. He holds a bachelor's degree from the University of Houston with a concentration in management and operations and is a graduate from The Stanford Entrepreneurship Initiative Executive Program.

Carlos Telles

Managing Director

Carlos Telles is an operations dynamo. With 16 years of industry experience, he's been leading the overall operations at Ambassador Services with a keen interest in fostering innovation. Training and development of services personnel is one of his key strengths—he's always ready to roll up his sleeves to guide the team. Equally important is his consistent track record for delivering exponential business growth, which has earned him the respect and admiration of many in the organization. Mr. Telles is passionate and decisive when it comes to meeting the needs of our customers while supporting our associates day in and day out.



Confidential and privileged information



Artemio Garcia

Director of Finance

A proud graduate of the University of Texas at Austin, Artemio Garcia received a Bachelor of Business Administration in finance and a bachelor of arts in economics. His solid education combined with more than 13 years of experience in his field makes our Director of Finance an invaluable asset and the go-to person for many in the organization. Years ago, Mr. Garcia set his professional sights toward business development and accounts receivable financing. Currently, his work is centered around in-depth labor analysis, supply analysis, and departmental budgets. His keen attention to detail is paramount in creating financial reports and forecasts to support our fast-growing business.

Gene Gattis

Director of Operations



Gene Gattis brings more than 30 years' experience in the facilities maintenance industry to Ambassador Services. His proven track record of consistently maximizing value to both internal and external stakeholders exemplify his understanding of how service providers act as partners to businesses they support, sharing common goals and expectations. Not one to shy away from challenging environments, Gene's pragmatic leadership helps ensure the field operations group thrives in any setting. With a focus on understanding every client's business objective, he holds his team to the highest quality and service delivery standards. Gene's extensive managerial experience lends an operations-centric view to our leadership while ensuring our teams work seamlessly with every business we service.

Confidential and privileged information

Staffing Procedures



Planning for a stable workforce

Ambassador Services is an equal opportunity employer and does not discriminate against any employee or applicant for employment based on race, sex, sexual orientation, gender identity, religion, age, color, veteran's status, disability, or ethnicity.

We are committed to hiring and retaining the most qualified personnel for each facility. Our initial screening process, employee incentive programs, training, and management programs attract talented individuals who take pride in their work.

Selection process

We're keen on recruiting, screening, training, managing, and retaining exceptional people that contribute to high-performing teams and deliver an amazing customer experience.

Recruiting

- Social Media, Online Job Boards, Newspaper and Radio Ads, Workforce Commissions
- Networking and Employee Referrals
- Onsite and External Job Fairs
- Streamlined Recruiting Process with Applicate Tracking System

Screening

- National, state & county criminal background checks
- Pre-employment, Post Accident and Reasonable Suspicion Drug testing
- Bi-Annual Motor Vehicle Records check
- Fingerprinting (available when required)
- Fingerprint Applicant Services of Texas (FAST)
- Work style and Personality Test (supervisory and management)

Retention

Ambassador Services has several initiatives in place to promote its retention efforts:

- Thorough and consistent hiring practices
- Experienced supervision and coaching
- Goal setting, performance management and benchmarking programs
- Personal development opportunities and internal promotions
- Recognition and incentives
- Training and development
- Employee satisfaction surveys and exit interviews
- Competitive compensation and excellent benefits, including health, dental, vision, and life insurance

Confidential and privileged information

Personnel training and methods

We can't expect new employees to be experts. At Ambassador Services we make a conscious effort to train, coach, motivate, and encourage our employees to reach their full potential. Employees are empowered to carry out our plans and directives and control the quality of their work. Well-trained, competent employees who are given the opportunity to do what is right, are the cornerstone of a successful operation.

All Ambassador Services employees undergo an initial on-boarding program and on-site training designed to set our employees up for success.

During the on-boarding and training program our employees will be trained in multiple areas of the business. The program includes facility maintenance practices and step-by-step operational procedures for all the equipment and supplies they will use. In the grounds management side, our training program coversindustry standard landscaping techniques, and the safe use of landscaping equipment and substances to care for diverse grounds.

Our associates are evaluated on the basis of their attitude, dependability, quality of work, and productivity.

Some of these tools include:

- Scripted Standard Operating Procedure
- Standard Operating Procedures, SOP handouts
- Step-by-step demonstrations

We ensure associates understand and adhere to their learning through:

- Knowledge assessments and certifications
- Skills checklists
- Visual observations
- Quality inspections
- Customer feedback

On-boarding and training categories

- Orientation program - Personnel manual review
  - Probationary period
  - Property security and reporting
  - Safety awareness
  - Customer property
  - Customer relations
- Management & development
- Supervision and quality control certification
- Human resources counseling certification
- Safety at work site certification
- Operational Trainings
  - Hazard communications
  - Asbestos awareness
  - Quality control
  - Job Task
  - Chemical safety
  - Equipment safety
  - Basic first aid
  - Blood borne pathogen safety



Confidential and privileged information

Operational Structure

Account management

We take pride in delivering on our great customer experience promise starting with responsive account management. We leverage a task priority system to help with tracking service performance and timely progress reports. We also document inspections and enable clients to access our online portal for full reporting. In addition, customer surveys and Quarterly Business Reviews (QBRs) help keep communication channels open to address any concerns, no matter how small. Key Performance Indicators (KPIs) include inspection overall ratings, issue and response time and consistent service delivery.

Dedicated team to your project

Business Development Manager	Director of Operations	Project Manager
Responsible for determining client's facility needs and outlining the scope of work, staff requirements, recommended cadence of service and overall cost of project.	Ultimately responsible of addressing client's concerns with full authority to adjust processes and modify procedures catering to our customer's needs.	Client's first point of contact, accountable for meeting our service-level agreement and ensuring total customer satisfaction.

Account Coordinator	Supervisors	Team Leads	Technicians
Office-based liaison responsible to support operations with day-to-day duties and responsibilities, prompt elevation and issue resolution.	Responsible for the coordination of our staff, performing regular inspections and reporting any issues to the project manager.	Responsible for overseeing a team of associates and addressing any staff or circumstances to ensure service continuation.	Actual field service team members responsible for completing the tactical work as assigned.

Confidential and privileged information

Operational Procedures

Transition planning

Our transition planning process will begin by immediately tackling team formation, ordering equipment, ordering small tools, as well as account organization, while providing live update(s) to clients. We understand that those can be some of the most crucial and time sensitive priorities to address. Our standard pre-startup plan includes seven critical phases for the success of an implementation.



Team formation
During this phase our designated team will visit with your team, method of communication will be established, and the process of implementation will be described to the participants.

Discovery and documentation
Ambassador Services team will meet with our new client's staff to tour the areas to be serviced. We will document any areas of concern, limited-access areas, and those requiring particular attention. Our management team will draft a customized training program and assign service areas accordingly.

Recruitment
Our Human Resources department initiates the process of recruiting additional members of the team. All members will undergo a rigorous screening process, including national background check, licenses, and certification verification.

On-boarding and training
New team members undergo our standard training and certification program, along with completing additional instruction specifically catering to your facilities.

Procurement of equipment & supplies
Our operations team orders and applies logistic of delivery of material and equipment required for the performance of the services. All equipment and material will be delivered at job site labeled, and ready to use prior to the start-up.

Pre-start up walkthrough
Ambassador Services to meet with client's team one last time before the start-up day. The goal of that discussion is to ensure that any areas of concern are documented.

They will also cover the logistics of parking and access to the work area.

Start-up date
Additional supervisory support will come onsite, training leads will inspect all serviced areas to confirm services meet requirements.

Confidential and privileged information

Performance Measurement

During our performance measurement phase, we hand out surveys, enact a quality and safety audit and run a project implementation check off with your feedback in mind. If/when issues arise the operations supervisor should be notified promptly of your concerns. They will document it in our internal systems and work back with the team to address them. Managerial personnel at the site and corporate will have system visibility to those areas of concern and will be supporting the team and tracking timely progress.

Our approach to resolving issues is through a consistent observation of the steps below:

- Gather information
- Analyze the issue and identify root cause
- Develop a correction plan, and issue prevention
- Communication with all parties involved
- Implementation
- Validation or incorporating any adjustments needed

Commitment to quality

All of us at Ambassador Services firmly believe that the race for quality has no finish line. We understand that quality assurance is a key component to the success of our programs and instrumental in earning your trust. Our assurance and inspection program integrates three key elements to continuously monitor and report our job performance:

- Comprehensive walk-through with computer generated inspections
- Customer satisfaction surveys
- Quarterly business reviews

We sincerely value our customer relationships and employ quality assurance and inspection programs throughout the life of each of our service level agreements. In addition, we foster transparency at all levels of the business, and our clients always have access to metrics and thorough reporting.



Comprehensive inspection plans

Our team of supervisors perform a daily walkthrough of all serviced areas. They captureo outcomes in an electronic inspection system, enabling our managers to guarantee your space has been serviced according to specifications.
Detailed reports are shared daily with our customers via our electronic portal. We also provide clients with a monthly survey including detailed inspections of all serviced areas.

Confidential and privileged information

Safety and Security

We know nothing is more important than the health and safety of your staff and visitors. Our personnel are trained and tested on full lock-down procedures to prevent exterior access to facilities they're maintaining, day or night.

Our recruitment process includes national, state, and county-level criminal background checks, drug testing, motor vehicle records check, and fingerprinting where required. We always hire locally to help ensure our associates are community-friendly, and our service team receives extensive procedural and safety training and goes above and beyond to service your facility to the highest standards.

You'll know when members of our crew are around as they will be easily identifiable with an Ambassador Services company badge and logged uniforms.

Uniforms and badges

A first impression has the potential to make a lasting one. That's why Ambassador Services is committed to ensuring our associates maintain a professional appearance. All field employees are required to wear professional uniforms, such as shirts, polo shirts, buttoned shirts, smocks or aprons and shirts and hats with refraction tops.

Ambassador Services takes every step to ensure the safety of our employees and buildings we service. Every employee will receive an identification badge the first day of employment. Badges will have the following information on it:

- Employee's name
- Employee's title
- Employee's picture

Ambassador Services can provide a sample badge upon request.



Confidential and privileged information

Emergency response and disaster recovery

Getting thrust into an emergency situation is challenging enough even when you do have a plan in place for mitigating it. Not having a plan will make it even more difficult to navigate uncertainty.

Remaining organized and communicating clearly are essential steps in making it through an emergency.

Establishing a disaster plan

Disasters can quickly derail all but the most carefully prepared organizations. As your service provider, we ensure that our response is as controlled as possible, our centralized communication enables us to act in a swift and effective way for a wide range of challenging circumstances.

As part of our standard services, we'll create a disaster plan for your facility before an emergency arises, to enable you to maintain business continuity for as long as possible. This plan includes:

- A Memorandum of Understanding (MOU) outlining how we will operate in a disaster and detailing what processes and supplies are required to do the job right
- A command center for central communication
- An established hierarchy of priorities and actions
- Clearly identified cross-functional teams
- Inventory and resource lists readily available for distribution to teams
- Sensible, thorough plans that lead to quick actions and efficient results



Our dedicated Emergency Response phone line offers 24/7 coverage should an emergency arise. You will also be provided direct line contacts for the Account Coordinator and Project Manager. Our customer support staff operates the phone lines after business hours. All customer support staff is trained to assess any issues that arise and direct messages to the appropriate project manager and supervisors. In the event of a disaster, our call center personnel will escalate the handling of maintenance support as needed from the Project Manager, and ultimately through the Director of Operations.

On a daily basis we go the extra mile to support your business.

Confidential and privileged information

Our Technology

Facility management software and inspections

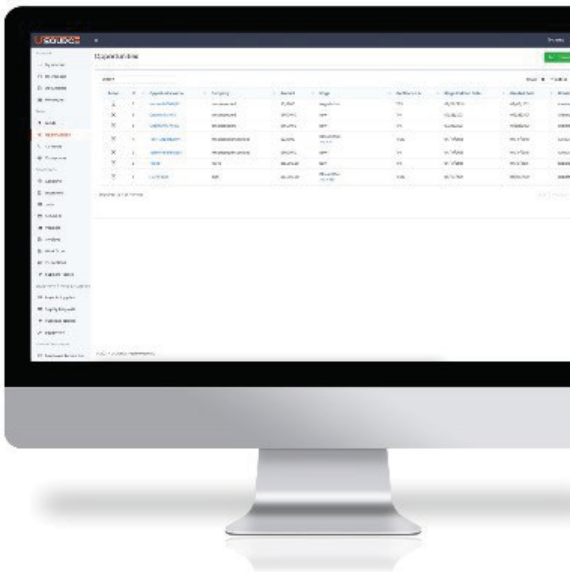
Technical overview

We have been leveraging diverse online tools and resources to manage business data requirements.In addition, we stay abreast of the latest technologies through active participation in industry associations and regular vendor consultation on new equipment, innovative products and supplies.

Facility Management Software

You can also count on our business team to deliver transparent metrics and reporting, so you always know exactly how we're doing. Ambassador Services utilizes a web-based program to manage quality control. There are eight key areas we focus on:

- Inspections
- Mobile surveys
- Work orders
- Job scheduling
- Service requests
- Reports
- Time tracking
- Inventory



We use advanced software tools to help ensure efficient operations, including:

- Electronic inspections with image capture
- Submit tickets, track progress through resolution
- Time and attendance monitoring



New clients are introduced to the technology through training sessions. The training will enable customers to navigate the system and access any relevant information to meet requirements.

Device-based inspection system is tailored to the scope ofwork by group and site. A core sampling is taken on every visit by the route supervisor to include deficiencies and has the functionality of photographic input to document performance, both positive and areas for improvement.
The data is then analyzed by task type to identify additional training needs in the field, as well as deficiencies for corrective measure. The system will isolate to specific areas.

Access site-specific information and data reporting on the number of employees onsite, work completed, timing of staffat your site, employee details, timecards, employee licenses &certifications, and more.

Confidential and privileged information

Scope of Work

07/09/2026

City of Conroe
700 Metcalf St
Conroe, TX 77301
+1 (281) 727-0117

Please see scope of work below.

Confidential and privileged information

3.0 PROGRAM FUNCTION SPECIFICATION

- **Turf Management –** The use of fertilizers, pesticides and growth regulators is permitted by a licensed applicator and must be applied in accordance with all federal, state and local regulations. A valid copy of Contractor's Commercial Pesticide Applicators License shall be required prior to any chemical application. **Contractor shall post notice of chemical applications and re-entry time prior to any chemical application as required by federal, state, or local law.** Final approval of all fertilizers and chemicals rests solely with the City of Conroe.

- Turf Fertilization – Contractor shall apply a quality fertilizer with a micronutrient packet to achieve approximately four pounds of nitrogen per 1,000 ft^2 on athletic fields four (4) times per year. Each application should apply approximately one pound of nitrogen per 1,000 ft^2. Fertilizer's nitrogen formulation shall consist of a blend of 60% water soluble (quick release) and 40% water insoluble (slow release). Contractor shall use a fertilizer blended with K-Mag for the October fertilization. Fertilizer application shall coincide with core aeration. Fertilizer blends shall be submitted for approval by the Assistant Director – Park Operations.

- Turfgrass Weed Control (Pre/Post Emergent) – Contractor shall apply pre/post emergent chemical treatment to athletic fields targeting grassy weeds, sedges and broadleaf weeds during the spring/summer months and broadleaf weeds during the fall/winter months when soil and air temperatures are ideal for maximum weed control. Common turfgrass weeds are any of those identified in but not limited to in publication by Reynolds, C. PhD and Elmore, M. PhD, "Weeds of Texas Turf", *Aggie Turf*, 2022, https://aggieturf.tamu.edu/turfgrass-weed/. Contractor shall make recommendations to the City regarding types of chemicals to be used for approval. Chemicals shall be labeled for intended use on athletic fields.

- Plant Growth Regulator (PGR) – Contractor shall apply plant growth regulator on athletic turf fields at six (6) week intervals May through October with first application on/about May 1 to control vertical growth and improve color, root mass, blade health and stress tolerance. PGR shall be labeled for both warm and cool season grasses and have a proven record across a diverse species of turfgrasses.

- Core Aeration – Contractor shall perform core aeration to a minimum depth of four inches on athletic fields to reduce compaction four (4) times per year. City of Conroe shall mark each sprinkler head and valve box prior to aeration to prevent damage. Contractor damage to irrigation system including sprinkler heads will be the responsibility of the contractor. Removal of cores is not necessary. Core aeration shall coincide with fertilizer application.

- Fire Ant Control – Contractor shall apply a broadcast fire ant bait to provide year-long fire ant control.

- Athletic Field Turf Topdressing – Contractor shall provide an athletic field turf topdressing treatment two (2) times per year and shall coincide with core aeration and fertilization treatments. Contractor shall provide a uniform topdressing treatment to achieve a ¼" layer of topdressing material. A ¼" layer of topdressing material equals approximately 0.8 cubic yards of material per 1,000 ft^2. A dry compost enriched sandy loam material is the preferred topdressing material. Final approval of selected topdressing material rests solely with the City of Conroe.

- Turf Insect/Fungus Control – (**As needed**) Contractor may be requested by the City to provide turf treatment when obvious insect or fungal turf damage occurs. Contractor shall identify turf pest and notify the City with recommendations for control. Contractor shall submit a per acre application rate plus a percentage markup over costs on supplies if any.


Carl Barton, Jr. Park
2500 South Loop 336 East / 77302
Legend
CBJP
Ladera Creek | New Homes by Stylecraft
Living Word Church
Ladera Creek | New Homes by Stylecraft
Living Word Church
336
Jays Garage Door Repair Conroe
S Loop 336 E
Carl Barton Jr Park
TLC Specialty Weed Control
Voyager Ln
Explorer Way
Georgan
Little Caney Creek
Carl Barton jr park
Strong Horse Dr
Strong Horse Dr
Strong Horse Dr
Crighton Rd
Conroe Porter Rd
Elite Pools
Google Earth
1000 ft
N

BID BREAKDOWN SHEET
Carl Barton, Jr. Park

2500 S. Loop 336 E.	Approx .Ac.	Annual Frequency	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Unit Cost	Total Cost
Athletic Fields (22)	**36**															
Turf grass Fertilization		4				1		1		1		1			$ 5,970.31	$ 23,881.24
Turf grass Weed Control – Pre/Post Emergent		5		Post -E	Pre-E				Post -E	Post -E		Pre-E			$ 21,600	$ 108,000
Turfgrass Plant Growth Regulator							1	Mid June		1	Mid Sept				$ 3420	$ 17,100
Core Aerate		4				1		1		1		1			$ 7,250	$ 29,000
Turf Topdressing		2				1				1					$ 21,750	$ 43,500
Fire Ant Control		5		1		1		1		1		1			$ 3,723.83	$ 18,619.14
Common Area	**57**															
Fire Ant Control		3		1				1				1			$ 5,896.85	$ 17,690.56
Total Turf Management																$ 257,790.94

BID SHEET
ANNUAL MOWING SERVICES CONTRACT
CONROE PARKS AND RECREATION DEPARTMENT
CARL BARTON, JR. PARK

Company Name: Ambassador Services, LLC

Address: 3808 World Houston Parkway, Houston, TX 77032

Phone: 281-727-0117

Owner or Representative: Amanda Grissom
(Print)

Signature: Amanda Grissom Date: 7/9/2026

TURF MANAGEMENT TOTAL BID: $ 257,790.94

- Turf Insect/Fungus Control (as requested)

  Per Acre Application Rate: $56.29 /Acre
  Supplies Markup Percentage 30 % over cost

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 of the specifications, terms, conditions and clauses pertaining to this quote.

Ambassador Services LLC	Jamileth Rivas
(Company Name)	(Name of Authorized Agent – Printed)
3808 World Houston Pkwy	Jamileth Rivas
(Street Address / P.O. Box)	(Authorized Agent Signature)
Houston, TX 77032	7/7/2026
(City / State / Zip Code)	(Date)
281-727-0117	rfp@ambassadorusa.com
(Phone)	(Email)

CITY OF HOUSTON
OFFICE of BUSINESS OPPORTUNITY

John Whitmire

Mayor

Cylenthia Hoyrd
Director
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.0600
F. 832.393.0647
www.houstontx.gov

Ambassador Services, LLC

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is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 26-2-15696

NAICS 561210: FACILITIES (EXCEPT COMPUTER OPERATION) SUPPORT SERVICES
NAICS 561720: JANITORIAL SERVICES
NAICS 561730: LANDSCAPE CARE AND MAINTENANCE SERVICES

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm’s certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: https://houston.mwdbe.com/?TN=houston.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/6/2026

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 Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-688-1500 **FAX (A/C, No):** 713-688-7967 **E-MAIL ADDRESS:** ecerts@bch-insurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Great American Ins. (ARC) 16691 **INSURER B :** National Union Fire Ins (ICS Holmes) **INSURER C :** SiriusPoint Specialty Insurance (CSDZ) **INSURER D :** Travelers Lloyds Insurance Company 41262 **INSURER E :** **INSURER F :**
INSURED AMBASSADOR Ambassador Services, LLC 3808 World Houston Houston TX 77032	

COVERAGES **CERTIFICATE NUMBER:** 1110695224 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			4886190	12/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			2429466	12/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			IPSEX00000090	12/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34213347	12/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	CRIME-Employee Theft Contractors Equipment			CAPPE7794610300 QT630C1738771TLC	10/15/2025 12/1/2025	10/15/2026 9/1/2026	Limit/Deductible Limit/Deductible	$500,000/$5,000 $852,212/$2,500

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

The policy includes Blanket additional insured on the general liability per forms CG2010 1219, CG2037 1219 and auto per form 87950 with a waiver of subrogation on the general liability per form CG2404, auto per form 62897 and Workers Compensation per form WC000313 when required by written contract. The policy includes Blanket Primary & Non-Contributory on the general liability per form CG2001 and auto liability per form 74445 when required by written contract. A Blanket 30 Day Notice of Cancellation is provided on the General Liability per form 107414 and the workers compensation per form WC990056 when required by written contract.

CERTIFICATE HOLDER

City of Conroe
300 West Davis
Conroe TX 77301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Timothy J. Brady

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW.	**ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW.	**ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ambassador Services, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

3808 World Houston Parkway

6 City, state, and ZIP code

Houston, TX 77032

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	3	2	2	9	5	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 11/21/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AMBASSADOR SERVICES LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y8KNC8GVHG67	**9G3U5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 7, 2027**	
Physical Address	Mailing Address	
3808 World Houston PKWY **Houston, Texas 77032-2475** **United States**	**3808 World Houston PKWY** **Houston, Texas 77032-2475** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 18	**Texas / United States**	**www.ambassadorusa.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 19, 2026	**May 7, 2026**	**Dec 14, 2022**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 30, 2007	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Minority-Owned Business
Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9G3U5

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********53**

Lock Box Number
(blank)

Financial Institution
COMERICA BANK - TEXAS

Account Number
*********69**

Automated Clearing House

Phone (U.S.)
2817270117

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Ambassador Services, LLC
11710 North Freeway
Suite 200
Houston, Texas 77060
United States

Taxpayer Information

EIN
*******9588**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Ambassador Services LLC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Ceo

TIN Consent Date
May 7, 2026

Address
11710 N Freeway
Houston, Texas 77060

Signature
Alex Melagr

Points of Contact

Accounts Receivable POC

Esmeralda Torres, Accounts Receivable

Specialist
invoicing@ambassadorusa.com
2817270117

Electronic Business

Amanda Grissom
rfp@ambassadorusa.com
2817270117

11710 North Freeway
Suite 200
Houston, Texas 77060
United States

Government Business

Amanda Grissom
rfp@ambassadorusa.com
2817270117

11710 North Freeway
Suite 200
Houston, Texas 77060
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**561720**	**Janitorial Services**
	561730	**Landscaping Services**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$19,000,000.00

Number of Employees (in accordance with 13 CFR 121)
500

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1486409

Date Filed:
07/07/2026

Date Acknowledged:
08/06/2026

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

Ambassador Services, LLC
Houston, TX United States

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

City of Conroe

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

RFP#0709-2026
ANNUAL TURF MANAGEMENT SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Melgar, Alex	Houston, TX United States	X	
Telles, Carlos	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Amanda Grissom, and my date of birth is 8/20/1990.

My address is 3808 World Houston Pkwy., Houston (city), TX (state), 77032 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 7th day of July (month), 20 26 (year).

Amanda Grissom

Signature of authorized agent of contracting business entity
(Declarant)

SERVICE CONTRACT

CITY OF CONROE

Annual Turf Management Services



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

CITY OF CONROE Parks Operation DEPARTMENT

Introduction

Contract is made and entered into Thursday, October 1, 2026 by and between THE CITY OF CONROE, TEXAS, a Texas Home Rule Municipality, hereinafter referred to as "CITY", and Vendor Name

Hereinafter referred to as "RESPONDENT", and is as follows:

1. The Project

The PROJECT is generally referred to as the # 0709-2026, Annual Turf Management Services, located in Conroe, Texas as indicated by this Contract.

2. Administration

Lauren Arnold

Assistant Director - Park Operations

1504 Park Wood West

Conroe, TX 77301

3. Compensation

For the Performance of the Work, Lump Sum of: $257,790.94
TOTAL SUM OF PROPOSAL ITEMS 1 TO 7 (Gen. Conditions, overhead and profit are to be attributed within each item)
Two Hundred Fifty Seven Thousand, Seven Hundred Ninety Dollars and Ninety-Four Cents.
Amount written in words (This governs)
257,790.94
(Amount in figures)

4. Contract Term

One (1) year with up to four (4) one year renewals.

5. Contract Documents

The Contract Documents consist of the documents hereinafter described, the terms and conditions of which are incorporated herein by reference. The terms of these documents are the terms of the Contract. The Contract Documents are hereinafter listed in order of precedence. In the event of any conflict between the terms and conditions of one document and that of another, the document first listed shall be deemed controlling over a subsequent document. In the event of any conflict between the terms and conditions of any document, and the provisions of an amendment to that document, then the terms of such amendment shall be deemed controlling. In order of precedence, the Contract Documents are:

A. This Contract; # Project ID

B. The Respondent's executed Offer Bid Form;

C. Including all subsequent addenda _1_ through _2_ thereto;

D. The Instructions to Proposers and Special Provisions to the City of Conroe, Texas.

E. Any Amendments to General or Special Conditions.

F. The General and Special Conditions of the Contract for Professional Services.

6. Entire Agreement

This Contract contains the whole agreement between the parties and there are no representations, terms, conditions, or collateral agreements other than those expressly set forth herein.

7. Terms, Conditions and Clauses

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

2. **Questions and Inquires** - Responder's desiring further information or interpretation must request such information in the questions section of OpenGov.

3. **Submission of Quotes** - Submit electronically through OpenGov City of Conroe, TX Procurement Portal

4. **Information Clarification** - All questions shall be asked through OpenGov. Should a Responder 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. **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 Responses. In preparing his Response, each Responder is expected to include in his base Response the cost of the items so specified.

6. **References** - The City of Conroe may request Responders to supply, with this Invitation to Response, 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. **Materials and Services** - The Responder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Responder shall furnish all data pertinent to specifications and warranties, which apply to items in the Response.

8. **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 Response sheet. Prices shall be all inclusive. Any price not shown on the Response 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 Responder and included in the Response price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Responder must indicate both items required and attendant cost or forfeit the right to payment.

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

10. **Assignment** - Respondent 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. **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Respondent 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. **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, Response 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. **COVID-19 Vaccine Passport Prohibition** - Respondent 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 Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

14. **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Respondent 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 Respondent's compliance with the required controls.

15. **Dealings with Public Servants Affirmation** - Respondent 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.

16. **Debts and Delinquencies Affirmation** - Respondent 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.

17. **Disclosure** - There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

18. **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.

19. **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.

20. **Excluded Parties** - Respondent 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

21. **False Statements** - Respondent 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

22. **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.

23. **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Respondent 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

24. **Indemnification** - Respondent shall indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, Responders, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related damages, costs, attorney fees, and expenses to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury or damage to property, and/or otherwise related to respondent's performance, and/or failures to pay a subResponder or supplier by the respondent or its agents, employees, subResponders, order fulfillers, consultants under contract to respondent, or any other entity over which the Responder exercises control, or suppliers of subResponders in the execution or performance of the contract. The defense shall be coordinated by respondent with the office of the Texas attorney general when Texas state agencies are named defendants in any lawsuit and respondent may not agree to any settlement without first obtaining the concurrence from the office of the Texas attorney general. Respondent and agency agree to furnish timely written notice to each other of any such claim.

25. **No Conflict of Interest** - Respondent 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.

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

27. **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.

28. **Suspension and Debarment** - Respondent 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.

29. **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.

30. **Texas Responder Affirmation** - Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Responder as defined in Section 2155.444(c) of the Texas Government Code.

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

32. **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.

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

34. **Discounts** - If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent 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 Respondent.

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

36. **Force Majeure** - Neither Respondent 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.

37. **Immigration** - Respondent 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.

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

39. **Legal and Regulatory Actions** - Respondent 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 Respondent 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 Respondent'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 Respondent is unable to make the preceding representation and warranty, then Respondent 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 Respondent'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, Respondent 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

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

41. **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.

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

43. **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.

44. **Record Retention** - Respondent 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 Respondent 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.

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

46. **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.

47. **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.

48. **SubResponders** - Respondent 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 Respondent shall be in writing and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subResponder(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

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

50. **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, Respondent shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

51. **Insurance Requirements**: **NO RESPONSE WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE RESPONSE**The Responder shall procure and maintain, at its expense, during the term of this Response, at least the following insurance, covering work performed.COVERAGELIMITSWorker's CompensationAs required by Texas LawEmployer's Liability$ 500,000 each occurrencePublic Liability (Bodily injury)$1,000,000 combined single limitPublic Liability (Property damage)$1,000,000 combined single limitAutomobile Liability (Bodily injury)$ 200,000 each personAutomobile Liability (Property damage)$ 50,000 each occurrence
The Responder agrees to furnish insurance certificates, showing the Responders compliance with this section if required by the City.

52. **Reserved**.

53. **Reserved**.

54. **Conditions of Work** - Responders 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 Responder of any obligations to furnish material and labor necessary to complete the project.

55. **Conditions of Conduct** - At all times any agent, officer, or employee of Responder 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 Responder.

56. **Alternate Items** - No alternate Responses or Response items will be considered unless they are specifically requested by the proposal.

57. Unit Prices - The unit price of each of the Response items in the Response 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 Response represents the total Response. Any Response 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.

58. **Corrections** - Erasures or other corrections in the Response must be noted over the signature of the Responder.

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

60. **Award of / Rejection of Responses** - The City reserves the right to consider as unqualified to do the work, any Responder 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.

61. **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 Department Signatory for execution by the OWNER and the RESPONDER. 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.

    a. Any request by the RESPONDER for a change in the proposal shall be made prior to beginning the work covered by the proposed change.
    It is agreed that the basis of compensation to the RESPONDER 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.

62. **Payment** – City Staff shall review all Responders' application for payment and supporting data to determine the amount owed to the Responder. 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.

63. **Reimbursements** - There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

64. **Response 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 Responder, authorized to represent the Responder 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 of the specifications, terms, conditions and clauses pertaining to this quote.

RESPONDENT

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

CITY OF CONROE

SIGNATURE

Duke W. Coon

FULL NAME

DATE SIGNED

Mayor

TITLE

SIGNATURE

Sami Quinlan

FULL NAME

DATE SIGNED

City Secretary

TITLE

NOTARY

Meeting Date: 08/27/2026
Department: Police
Contact: Jon Buckholtz, Police Chief
Submitted By: Courtney Earl, Administrative Assistant - PD

Regular Council

Item Type: Other

CITY OF CONROE

Item Type: Other
J. Buckholtz
Joint Meeting: No Joint Meeting

Description
Discuss and Consider Updating Civil Service Police Compensation Ranges for Fiscal Year 2026-2027.

Summary / Recommendation
Discuss and Consider Updating Civil Service Police Compensation Ranges for Fiscal Year 2026-2027.

Attachments

PD Civil Service Comp Ranges

Civil Service Police Compensation Ranges

Fiscal Year 2025-2026

Police

Grade	1	2	3	4	5	6	7	8
Cadet	58,137							
Officer P1	68,815	72,087	75,517	79,108	82,870	86,812	90,941	95,266
Sergeant P2	97,273	103,207	109,503					
Lieutenant P3	113,862	119,042	124,459					
Captain P4	129,396	133,278	137,275					
Deputy Chief P5	151,151	163,243	176,300					

INCENTIVE PAY- Police Effective Date 10/1/2011

Associates degree	$	70	Intermediate Certificate	$	210
Bachelors degree	$	125	Advanced Certificate	$	300
			Masters Certificate	$	526

INCENTIVE PAY-Communications Officers

Intermediate	$250
Advanced	$350
Masters	$500

Civil Service Police Compensation Ranges

Fiscal Year 2026-2027

Police

Grade	Cadet/1	2	3	4	5	6	7	8
Officer P1	60,462	85,224	88,654	92,245	96,007	99,949	104,078	108,403
Sergeant P2	113,984	119,918	126,214					
Lieutenant P3	131,362	136,542	141,959					
Captain P4	160,854	164,736	168,733					
Deputy Chief P5	183,151	195,243	208,300					

INCENTIVE PAY- Police Effective Date 10/1/2011

Associates degree	$	70	Intermediate Certificate	$	210
Bachelors degree	$	125	Advanced Certificate	$	300
			Masters Certificate	$	526

INCENTIVE PAY-Communications Officers

Intermediate	$250
Advanced	$350
Masters	$500

Meeting Date: 08/27/2026
Department: Mayor & Council
Contact:
Submitted By: Cherilyn Williams, Assistant City Secretary

Regular Council

Item Type:

Item Type:
Joint Meeting:

Description
Discuss and Consider possible action regarding an Ordinance of the City Council of the City of Conroe, Texas, disannexing and removing approximately 1.5 acres of land from the corporate limits of the City; and providing for other related matters.
Olson and Olson

Summary / Recommendation

Attachments

Disannexation Ordinance
Exhibit A1 & A2 & B

CERTIFICATE FOR ORDINANCE

I.

On the _____ day of _____, 2026, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke Coon**, **Mayor; John Sellars, Mayor Pro Tem; Council Members Shanan R. Arthur, David Hairel, Kristin Hoisington, and Ken Blevins**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, DISANNEXING AND REMOVING CERTAIN TERRITORY FROM THE CORPORATE LIMITS OF THE CITY OF CONROE, TEXAS; APPROXIMATELY 1.5 ACRES OF LAND CURRENTLY LOCATED WITHIN THE CITY CONSISTING OF TWO PARCELS IDENTIFIED AS MONTOGOMERY CENTRAL APPRAISAL DISTRICT PARCEL ID NOS. 259987 AND 511028; PROVIDING FOR EFFECTIVE DATE; AND ORDAINING OTHER RELATED MATTERS

III.

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

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

SIGNED AND SEALED this ____ day of _____, 2026.

_____
Sami Quinlan, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, DISANNEXING AND REMOVING CERTAIN TERRITORY FROM THE CORPORATE LIMITS OF THE CITY OF CONROE, TEXAS; APPROXIMATELY 1.5 ACRES OF LAND CURRENTLY LOCATED WITHIN THE CITY CONSISTING OF TWO PARCELS IDENTIFIED AS MONTOGOMERY CENTRAL APPRAISAL DISTRICT PARCEL ID NOS. 259987 AND 511028; PROVIDING FOR EFFECTIVE DATE; AND ORDAINING OTHER RELATED MATTERS

* * * * * * * * * *

WHEREAS, Jaba Interests, LLC, a Texas limited liability company (the "Owner"), is the owner of approximately 1.5 acres of real property with such property consisting of two (2) parcels being identified as Montgomery Central Appraisal District Parcel ID No. 259987 (“Parcel 1”), and Montgomery Central Appraisal District Parcel No. 511028 (“Parcel 2”), with Parcel 1 and Parcel 2 being more specifically depicted and described in **Exhibits "A-1"** and **"A-2"** respectively, each of which is attached hereto and incorporated herein for all purposes; and

WHEREAS, Parcel 1 and Parcel 2 (collectively the “Property”) are currently located within the corporate limits of the City of Conroe (the “City”) as more particularly described by metes and bounds in **Exhibit "B",** attached hereto and incorporated herein for all purposes; and

WHEREAS, Texas Local Government Code § 43.142 also authorizes a home-rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality; and

WHEREAS, Section 1.05 of the Charter of the City of Conroe (the “City Charter”) permits the disannexation by the City of territory within the corporate limits of the City which is not suitable or necessary for City purposes; and

WHEREAS, in accordance with section 1.05 of the City Charter the City Council finds that the Property is not suitable or necessary for City purposes, and that disannexation of the property is appropriate and in the public interest and in the exercise of its discretion, elects to grant disannexation pursuant to § 43.142 and Section 1.05 of the City Charter.

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

Section 1. The recitals set forth in the preamble to this Ordinance are hereby adopted as findings of the City Council.

Section 2. The Property more particularly described in **Exhibits "A-1", "A-2",** and **"B",** attached hereto is hereby disannexed and removed from the corporate limits of the City of Conroe, Texas.

Section 3. The boundaries and limits of the City of Conoe, Texas are hereby amended to exclude all of the Property described in **Exhibits "A-1", "A-2",** and **"B".** Said Property is hereby disannexed from the City, and the City's official boundary maps and records shall be amended accordingly. The City Secretary is directed to file a certified copy of this Ordinance with the Montgomery County Clerk and to provide notice to the Montgomery Central Appraisal District as required by law. City staff is further authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Ordinance.

Section 4. All rights and remedies of the City are expressly saved as to any and all violations of the City's ordinances or charter that may have accrued prior to the effective date of this Ordinance, and as to any such violations, the City's ordinances shall remain in full force and effect.

Section 5. Should any section, part, clause, sentence, or provision of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. If this Ordinance is for any reason ineffective as to any part of the area hereby disannexed, such ineffectiveness shall not affect the disannexation of the remainder of the area. Any lands included within the general description of territory set out herein that are presently within the limits of any other city, or within the extraterritorial jurisdiction of any other city, or that are not within the City's jurisdiction to disannex, are hereby expressly excluded and excepted from the territory to be disannexed.

Section 6. This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
Duke Coon, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
Interim City Attorney Sami Quinlan, City Secretary

EXHIBIT "A-1"

Depiction of MCAD Property ID No. 259987 to be Disannexed from the City

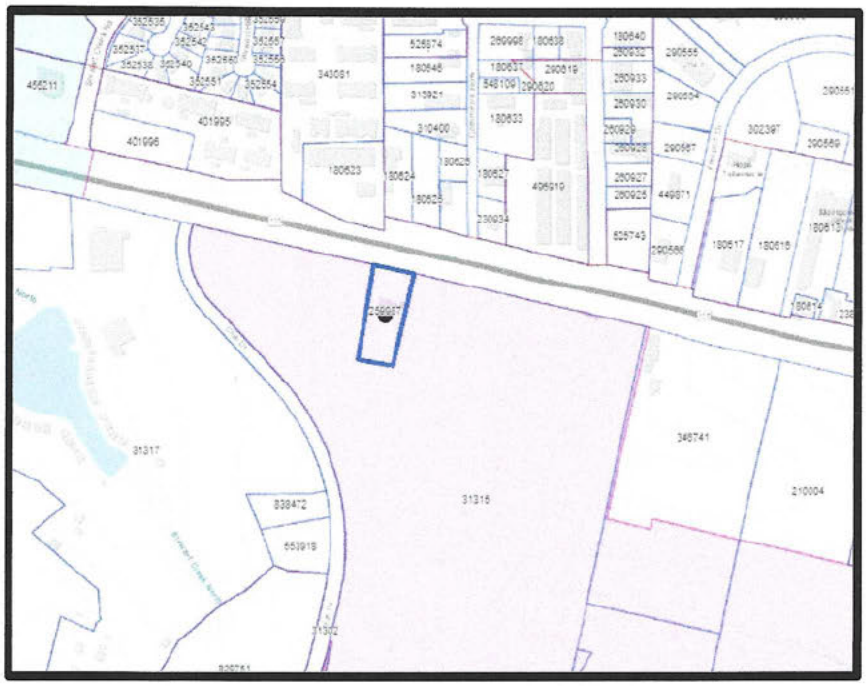


EXHIBIT "A-2"

Depiction of MCAD Property ID No. 511028 to be Disannexed from the City

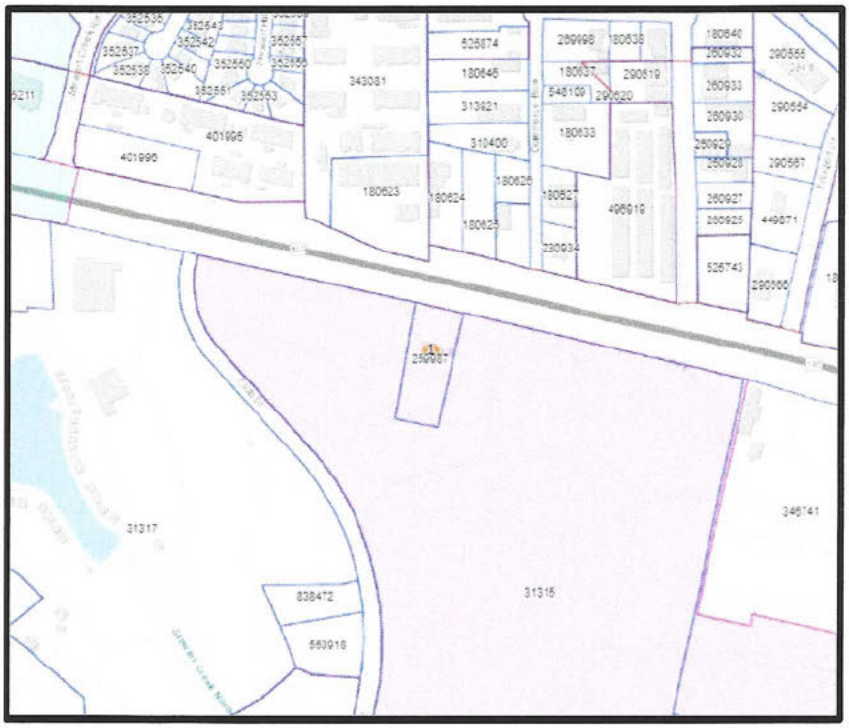


EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

File No.: 1617690

BEING a 1.500 acre tract of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas, being the remainder of that certain called 3.874 acre tract described in instrument to DREI WINDE, recorded under Clerk's File Number 9810532, of the Real Property Records of Montgomery County, Texas, (R.P.R.M.C.T.), said 1.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the southerly right-of-way of State Highway 105 West, (SH105W), (variable width), for the northwesterly corner of that certain called 52.44 acre tract described in instrument to William W. Wilcox, recorded under Clerk's File Number 2001-039987, of the Official Public Records of Montgomery County, Texas, (O.P.R.M.C.T.), being the northeasterly corner of the remainder of said 3.874 acre tract and the herein described 1.500 acre tract;

THENCE South 13°16'53" West, 441.78 feet, with the easterly line of the remainder of said 3.874 acre tract, the westerly line of said 52.44 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the easterly northeast corner of that certain called 4.905 acre tract described in instrument to BLOH Enterprises, Inc., recorded under Clerk's File Number 2012029698, O.P.R.M.C.T. being the southeasterly corner of the remainder of said 3.874 acre tract and the herein described 1.500 acre tract;

THENCE North 76°43'07" West, 148.96 feet, with the easterly north line of said 4.905 acre tract, the southerly line of the remainder of said 3.874 acre tract, to a 1/2 inch iron rod found for an interior corner of said 4.905 acre tract, being the southwesterly corner of the remainder of said 3.874 acre tract and the herein described 1.500 acre tract;

THENCE North 13°16'17" East, 432.23 feet, with the westerly line of the remainder of said 3.874 acre tract, being the northerly east line of said 4.905 acre tract and the easterly line of that certain called 6.795 acre tract described in instrument to Southern Lifestyles, recorded under Clerk's File Number 2000-092298, O.P.R.M.C.T., to a 'A inch iron rod found in the southerly right-of-way of said SH105W, for the northeasterly corner of said 6.795 acre tract, being the northwesterly corner of the remainder of said 3.874 acre tract and the herein described 1.500 acre tract;

THENCE South 80°21'44" East, 150.36 feet, with the southerly right-of-way of said SH105W, the northerly line of the remainder of said 3.874 acre tract, to the POINT OF BEGINNING;

CONTAINING a computed area of 1.500 acres of land within this Field Note Description.

Meeting Date: 08/27/2026
Department: Mayor & Council
Contact:
Submitted By: Cherilyn Williams, Assistant City Secretary

Regular Council

Item Type:

Item Type:
Joint Meeting:

Description
Discuss and Consider adoption of an Ordinance consenting to a petition for consent to annex land into Montgomery County Municipal Utility District No. 56 and providing conditions to the granting of consent.
Olson and Olson

Summary / Recommendation

Attachments

MUD 56 City Consent Ordinance - Revised
Petition for Consent to Annex Land

CERTIFICATE FOR ORDINANCE

I.

On the ____ day of August, 2026, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke W. Coon, Mayor; John Sellars, Mayor Pro Tem; Council Members David Hairel, Shana R. Arthur, Kristin Hoisington, and Ken Blevins,** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to-wit: _____. The Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

ORDINANCE NO. _____-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CONSENTING TO A PETITION FOR CONSENT TO ANNEX LAND INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 56; PROVIDING CONDITIONS TO THE GRANTING OF CONSENT; AND PROVIDING AN EFFECTIVE DATE.

III.

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

IV.

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

SIGNED AND SEALED this __ day of August, 2026.

_____

SAMI H. QUINLAN, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CONSENTING TO A PETITION FOR CONSENT TO ANNEX LAND INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 56; PROVIDING CONDITIONS TO THE GRANTING OF CONSENT; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * *

WHEREAS, Montgomery County Municipal Utility District No. 56 and CC SCOA III, L.P. (collectively, the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Section 42.042, Texas Local Government Code, have submitted a written petition, attached hereto as Exhibit A, (the "Petition") to the City of Conroe, Texas (the "City") to request the City's consent to the annexation of an approximately 42.1-acre tract of land, as more particularly described in Exhibit A to the Petition, (the "Property") into the boundaries of Montgomery County Municipal Utility District No. 56 ("the District");

WHEREAS, the District and Property lie wholly within the extraterritorial jurisdiction of the City;

WHEREAS, the City Council of the City has considered the Petition and is willing to consent to the inclusion of the Property into the boundaries of the District, subject to the terms and conditions set forth herein and in the attached "Exhibit B";

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

Section 1. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

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, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Ordinance 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. Subject to the terms and conditions set forth herein and in "Exhibit B" attached to this Ordinance, the Petition is hereby granted, and 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. This consent shall be automatically revoked if the District does not complete the annexation within 180 days of the date of this Ordinance, otherwise to remain in full force and effect.

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

[Execution page to follow.]

PASSED AND APPROVED this the ___ day of August, 2026.

_____

DUKE W. COON, Mayor

APPROVED:

_____

City Attorney

ATTEST:

_____

SAMI H. QUINLAN, City Secretary

Exhibit A

PETITION FOR CONSENT

Exhibit B

TERMS & CONDITIONS TO CITY'S CONSENT

I. Bond Purposes

To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer collection system and sewage disposal plant, storm sewer systems, drainage facilities, parks and recreational facilities, or road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within the District.

II. Bond Restrictions

(a) Such bonds will expressly provide that the District reserves the right to redeem said bonds on any date not later than subsequent to the fifteenth (15^{th}) anniversary of the date of issuance without premium and that such bonds, other than refunding bonds, will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than ninety-five percent (95%) of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one (1) month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

III. No Unilateral Annexation of City Land

No land located within the extraterritorial jurisdiction of the City of Conroe, Texas will be added or annexed to the District until the City of Conroe, Texas has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

IV. District Facilities

(a) Prior to construction of any District facilities within the property presently located in the extraterritorial jurisdiction of the City of Conroe, Texas, the District shall submit to the City all plans and specifications of all District facilities for review and approval of the City.

(b) The District shall construct all District facilities within the portion of the Property presently located in the extraterritorial jurisdiction of the City, according to the plans and specifications approved by the City, including those approved by the City in a development or utility agreement regarding the District.

(c) The City shall have a right to inspect District facilities within the portion of the Property presently located in the extraterritorial jurisdiction of the City, in all phases of construction – from design through final completion.

(d) All District facilities related to water, sewer, and wastewater within the portion of the Property presently located in the extraterritorial jurisdiction of the City shall be designed to connect with existing or planned City facilities of the same purposes.

(e) All District facilities related to parks and roads within the portion of the Property presently located in the extraterritorial jurisdiction of the City shall be designed to connect with existing or planned City parks and roads.

V. Development Plan

Prior to any subdivision of land within the property presently located in the extraterritorial jurisdiction of the City of Conroe, Texas, the Developer shall provide a development plan to the City for its approval that clearly indicates that the proposed subdivision is in conformance with the City's subdivision regulations.

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 56

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

Montgomery County Municipal Utility District No. 56 and CC SCOA III, L.P. (collectively, the "Petitioner"), acting pursuant to the provisions of Chapters 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Conroe, Texas, ("City") for its written consent to the annexation by the District of the 42.1 acre tract of land described by metes and bounds in **Exhibits A and B** ("Land"), which are 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 27, 1982. 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.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Appraisal District. Petitioner represents that there are no lienholders on the Land.

III.

The Land is situated wholly within Montgomery County, Texas. All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government Code, as amended) of the City of Conroe, Texas. No part of the Land is within the limits of any incorporated city, town, or village. All of the Land may properly be annexed into the District.

IV.

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.

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, 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, and it is not presently economically feasible for the Land to provide for such systems 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. 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, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

V.

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 $4,000,000.

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.

RESPECTFULLY SUBMITTED on April 16, 2026

Montgomery County Municipal Utility District No. 56
a political subdivision of the State of Texas

By: Clarance W. Bull
Name: CLARANCE W. BULL
Title: DIRECTOR - PRESIDENT

(SEAL)

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on April 16, 2026, by Clarance Bull, as President of the Board of Directors of Montgomery County Municipal Utility District No. 56, a political subdivision of the State of Texas, on behalf of said political subdivision.

JOE RONALD YOUNG
5939639
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 19, 2029

Notary Public, State of Texas

CC SCOA III, LP,
a Texas limited partnership

By: CC SCOA III, GP, L.L.C.,
a Texas limited liability company,
as general partner

By: _____
Name: Drew Stewart
Title: VP

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on March 27, 2026, by Drew Stewart, VP of CC SCOA III, GP, L.L.C., a Texas limited liability company, as general partner of CC SCOA III, LP, a Texas limited partnership, on behalf of said company and partnership.

Jill Stewman
My Commission Expires
6/22/2029
Notary ID 11733813

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachment
Exhibits A and B - Legal Descriptions of the Land

METES AND BOUNDS DESCRIPTION
FOR

A 20.70-acre tract of land located in the BBB & C RR Company Survey, A-, Montgomery County, Texas; said 20.70-acre tract being a portion of a called 1,576.1910-acre tract of land (Tract 2, South Tract) conveyed to CC SCOA III, L.P. in deed recorded in Montgomery County Clerk's File (M.C.C.F.) No. 2018094303 and in correction deed recorded in M.C.C.F. No. 2021025919; said 20.70-acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983 established for the Central Zone from the North American Datum of 1983 (2011 Adj.);

BEGINNING: At a 5/8-inch iron rod with cap stamped "COSTELLO INC" found for the northeast corner of The Highlands Sec 14, a subdivision recorded in Cabinet Z, Sheets 9777-9780 of the Montgomery County Map Records (M.C.M.R.), same being on the westerly line of a called 10.34-acre drainage easement recorded in M.C.C.F. No. 2021096095;

THENCE: With the north line of said Sec 14, S 86°35'30" W at a distance of 1339.06 feet passing a 5/8-inch iron rod with cap stamped "COSTELLO INC" found for the northwest corner of said Sec 14 and continuing through aforesaid 1,576.1910-acre tract for a total distance of 1533.92 feet;

THENCE: Continuing through said 1,576.1910-acre tract, the following three (3) courses:

1. Along a non-tangent curve to the left, having a radial bearing of N 83°32'13" W, a radius of 1008.00 feet, a central angle of 10°03'34", a chord bearing and distance of N 01°26'00" E, 176.75 feet, for an arc length of 176.97 feet;

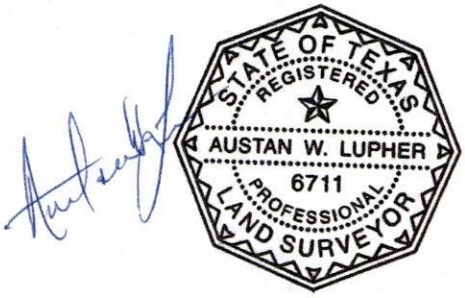
2. N 03°35'47" W, a distance of 230.28 feet;

3. Along a non-tangent curve to the left, having a radial bearing of N 31°03'34" W, a radius of 197.75 feet, a central angle of 67°58'56", a chord bearing and distance of N 24°56'58" E, 221.11 feet, for an arc length of 234.63 feet to north line of said 1,576.1910-acre tract and the south Right-of-way line of State Highway 99 (Grand Parkway, 400-feet wide) recorded in M.C.C.F. No. 2015020419;

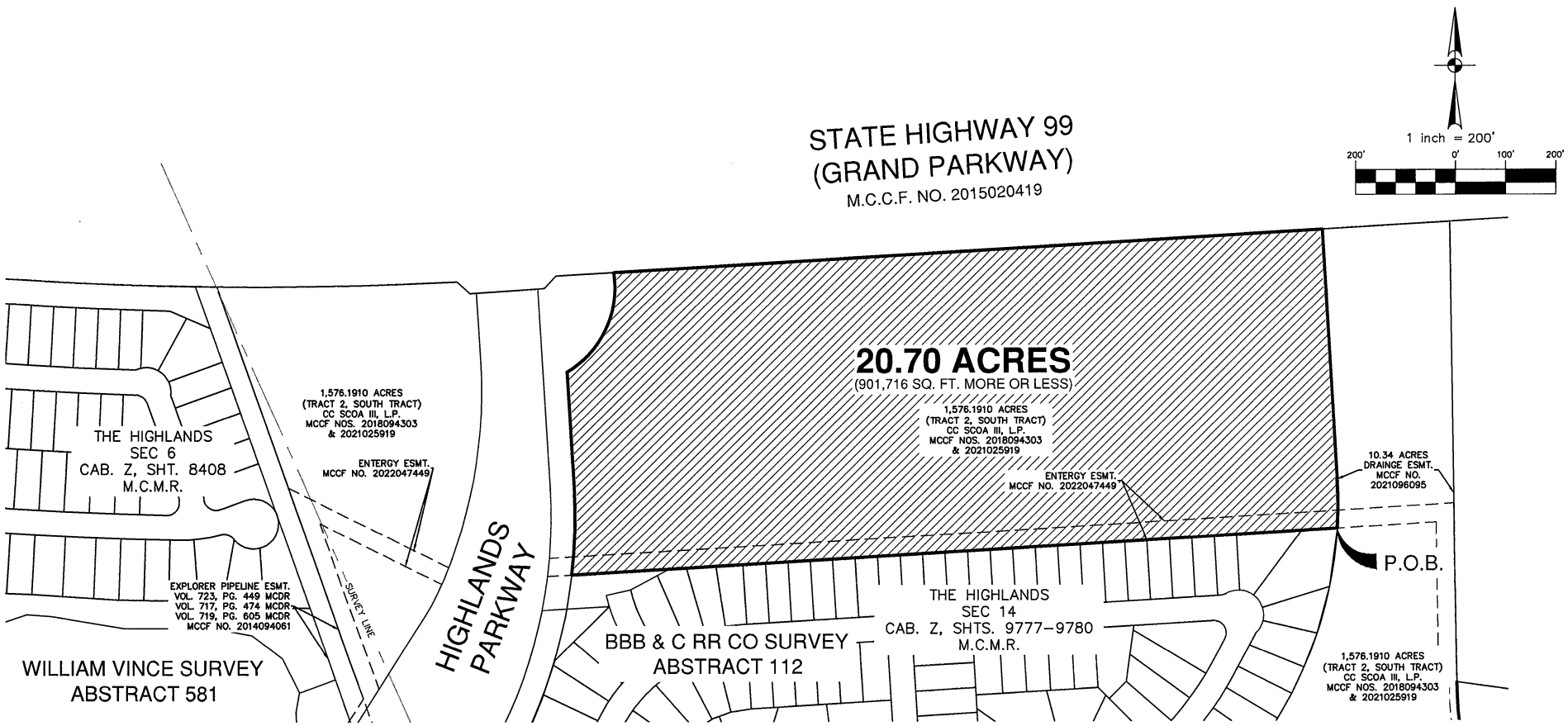
THENCE: With the common line of said 1,576.1910-acre tract and south Right-of-way line of State Highway 99, N 86°35'29" E a distance of 1420.08 feet to the northwest corner of aforesaid 10.34-acre drainage easement;

THENCE: With the west line of said 10.34-acre drainage easement, S 03°24'31" E a distance of 499.15 feet;

THENCE: Continuing with the west line of said 10.34-acre drainage easement, along a non-tangent curve to the right, having a radial bearing of S 86°03'52" W, a radius of 827.21 feet, a central angle of 07°04'00", a chord bearing and distance of S 00°24'08" E, 101.96 feet, for an arc length of 102.02 feet to the POINT OF BEGINNING, and containing 20.70 acres of land.



PREPARED BY: Pape-Dawson Consulting Engineers, LLC
DATE: April 7, 2025
Job No.: 41539-00-012
DOC. ID. F:\Costello\SDrive\NEW\Wilkerson Tract\The Highlands Commercial South\111625.docx



NOTES:
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS.

LEGEND:

M.C.C.F.	MONTGOMERY COUNTY CLERK'S FILE
M.C.M.R.	MONTGOMERY COUNTY MAP RECORDS
M.C.D.R.	MONTGOMERY COUNTY DEED RECORDS
FD.	FOUND
I.R.	IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NO.	NUMBER
R.O.W.	RIGHT -OF -WAY

EXHIBIT OF
20.70 ACRES (901,716 SQ.FEET)
SITUATED IN THE
BBB & C RR CO SURVEY, A-112 &
WILLIAM VINCE SURVEY, A-581
MONTGOMERY COUNTY, TEXAS

PAPE-DAWSON ENGINEERS
2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.428.2400
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

MARCH 2025 ~ JOB No.: 41539-00

Date: Mar 24, 2025, 10:15am User ID: BRoyner
File: F:\Castello\SDrive\NEW Wilkerson Tract\The Highlands Commercial South\111625 Commercial Tract.dwg

METES AND BOUNDS DESCRIPTION
FOR

A 21.40-acre tract of land located in the B.B.B. & C. R.R. Company Survey, A-112, Montgomery County, Texas; said 21.40-acre tract being a portion of a called 1,576.1910-acre tract of land (Tract 2, South Tract) conveyed to CC SCOA III, L.P. in deed recorded in Montgomery County Clerk's File (M.C.C.F.) No. 2018094303 and in correction deed recorded in M.C.C.F. No. 2021025919; said 21.40-acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 (2011 Adj.) based on the RTK Cooperative Network Stations HROD_g1012 and HWDS_g0417:

BEGINNING: at a 5/8-inch iron rod with cap found at the southwest corner of a called 28.69-acre tract of land (Parcel 642) conveyed to the State of Texas in M.C.C.F. No. 2014037849, a southeasterly corner of Part 1 of a called 22.09-acre Right-of-Way Easement and Runoff Easement conveyed to the State of Texas in M.C.C.F. Nos. 2015020430 and 2015020587, and an interior corner of said 1,576.1910-acre tract, same being on the north line of a called 11.1815-acre "Less & Except" tract of land recorded in aforesaid M.C.C.F. Nos. 2018094303 and 2021025919;

THENCE: with the north line of said 11.1815-acre "Less & Except" tract and a southerly line of said Part 1 Easement, S 86°33'15" W, a distance of 117.23 feet to a TXDOT disc in concrete found at the northwest corner of said 11.1815-acre "Less & Except" tract and an interior corner of said Part 1 easement;

THENCE: with the west line of said 11.1815-acre "Less & Except" tract and an easterly line of said Part 1 Easement, S 03°48'40" E, a distance of 627.79 feet to a TXDOT disc in concrete found at a southerly corner of said Part 1 Easement;

THENCE: through aforesaid 1,576.1910-acre tract and with the south line of said Part 1 Easement, N 81°55'52" W, a distance of 785.79 feet to a TXDOT disc in concrete found at the southwest corner of said Part 1 Easement and being on the east line of a called 10.34-acre Drainage Easement recorded in M.C.C.F. No. 2021096095;

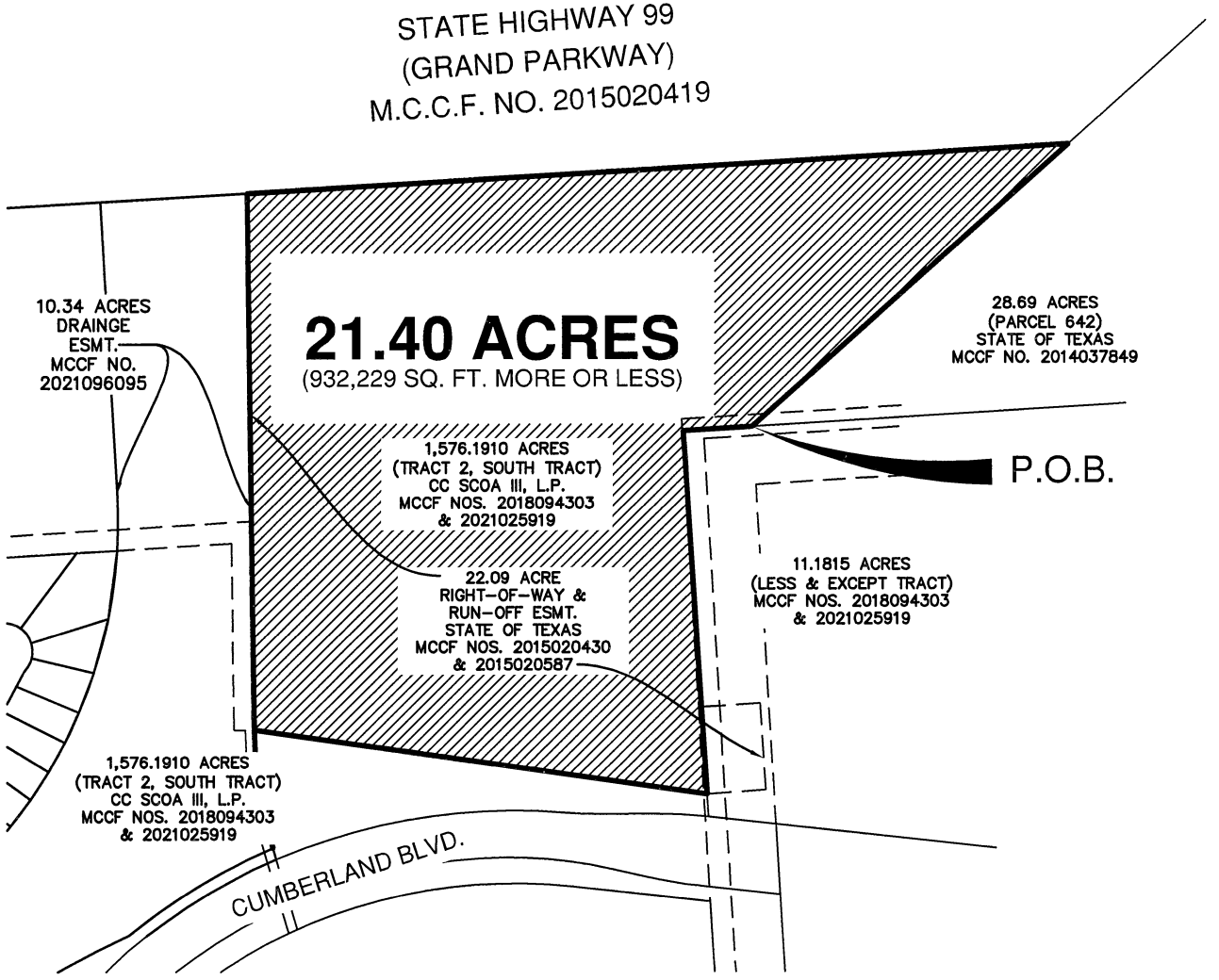
THENCE: with the west line of said Part 1 Easement and the east line of said 10.34-acre Drainage Easement, N 00°52'22" W, a distance of 925.57 feet to a TXDOT disc in concrete found at the northwest corner of said Part 1 Easement and being on the existing southerly right-of-way line of State Highway 99 (Grand Parkway-width varies) as recorded in M.C.C.F. Nos. 2015020419 and 2014037849;

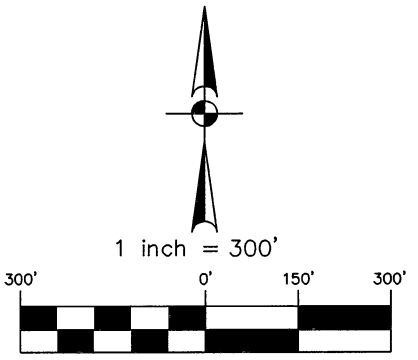
THENCE: with the north line of said Part 1 Easement and said existing southerly right-of-way line of State Highway 99, N 86°35'29" E, a distance of 1411.92 feet to a 5/8-inch iron rod with cap stamped "PAPE-DAWSON" set at the northeast corner of said Part 1 Easement, same being on the west line of aforesaid 28.69-acre tract (Parcel 642);

THENCE: with the east line of said Part 1 Easement and the west line of said 28.69-acre tract (Parcel 642), S 48°06'14" W, a distance of 728.17 feet the POINT OF BEGINNING, and containing 21.40 acres of land in Montgomery County, Texas.



PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 22, 2024
Job No.: 49135-24
M&B No.: 219324
DOC. ID. F:\Costello\SDrive\NEW\Wilkerson Tract\The Highlands Commercial South\219324.docx





NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (2011 ADJ.) epoch 2010.00.

LEGEND:

M.C.C.F.	MONTGOMERY COUNTY CLERK'S FILE
M.C.M.R.	MONTGOMERY COUNTY MAP RECORDS
M.C.D.R.	MONTGOMERY COUNTY DEED RECORDS
FD.	FOUND
I.R.	IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NO.	NUMBER
R.O.W.	RIGHT -OF -WAY

EXHIBIT OF A

21.40 ACRE (932,229 SQ.FT.)
SITUATED IN THE
BBB & C RR CO SURVEY, A-112
MONTGOMERY COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.428.2400
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

SHEET 1 OF 1
NOVEMBER 2024 ~ JOB No.: 49315-24

Date: Nov 22, 2024, 10:08am User ID: BRoyner
File: F:\Costello\SDrive\NEW Wilkerson Tract\The Highlands Commercial South\Highlands South Commercial Base.dwg

Meeting Date: 08/27/2026
Department: Mayor & Council
Contact:
Submitted By: Sami Quinlan, City Secretary

Regular Council

Item Type:

Item Type:
Joint Meeting:

Description
Discuss and Consider approval of the Montgomery County Emergency Communication District Budget for FY 2027.
Olson and Olson

Summary / Recommendation

Attachments

Resolution
Correspondence

RESOLUTION NO. _____

RESOLUTION APPROVING THE MONTGOMERY COUNTY EMERGENCY COMMUNICATION DISTRICT BUDGET FOR FISCAL YEAR 2027.

* * * * * * * * * *

WHEREAS, on _____ the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year 2026 that begins on October 1, 2026; and

WHEREAS, the MCECD Board of Managers has submitted the proposed budget to the City of Conroe for approval in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309; and

WHEREAS, to be effective the budget must be approved by the Montgomery County Commissioners Court and by a majority of the governing bodies of the participating jurisdictions; and

WHEREAS, if the governing body of a participating jurisdiction does not approve or disapprove of MCECD's budget before the sixty first (61st) day after the date of receipt, the budget is approved by that participating jurisdiction by operation of law;

WHEREAS, the budget is satisfactory as submitted;

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

Section 1. That the Montgomery County Emergency Communication District's Budget for the Fiscal Year 2027 is approved.

PASSED AND APPROVED this 13th day of August, 2026.

_____

DUKE W. COON, Mayor

APPROVED AS TO FORM:

_____

LOREN B. SMITH, Interim City Attorney

ATTEST:

_____

SAMI H. QUINLAN, City Secretary

July 9, 2026

Mayor Duke W. Coon
City of Conroe
PO Box 3066
Conroe, TX 77305-3066

Dear Mayor Coon:

The Montgomery County Emergency Communication District (MCECD) hereby submits its proposed budget for Fiscal Year 2027 in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 30, 2026. The fiscal year will begin on October 1, 2026.

To go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If your governing body does not act within that time, your city's approval is granted automatically.

We would be honored to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Abby Barocio at 936 523-5912 or abarociol@mc911.org with the date and time of the meeting at which the District's budget will be considered. Additional budget details are available upon request.

I appreciate your continued support of 9-1-1 in Montgomery County and your prompt attention to this matter.

Respectfully,



Chip VanSteenberg
Executive Director

CC: City Secretary: Sami H. Quinlan
Enclosures

RESOLUTION APPROVING THE MONTGOMERY COUNTY EMERGENCY COMMUNCIATION DISTRICT BUDGET FOR FISCAL YEAR 20267

WHEREAS, on June 30, 2026, the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year that begins on October 1, 20256; and

WHEREAS, the MCECD Board of Managers has submitted the proposed budget to _____ (Name of Participating Jurisdiction) for approval in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309; and

WHEREAS, to go into effect the budget must be approved by the Montgomery County Commissioners Court and by a majority of the governing bodies of the participating jurisdictions; and

WHEREAS, if the governing body of a participating jurisdiction does not approve or disapprove of MCECD's budget before the sixty first (61st) day after the date receipt, the budget is approved by that participating jurisdiction by operation of law; and

WHEREAS, the budget is satisfactory as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ (Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency Communication District's Budget for Fiscal Year 2027 is approved.

Passed and approved this _____ day of _____, 2026.

_____

Title: _____

ATTEST: _____

Name: _____

Title: _____

MEMORANDUM

TO: **County and City Officials**

FROM: **Chip VanSteenberg, Executive Director**

DATE: **July 8, 2026**

SUBJECT: **MCECD Proposed Budget for Fiscal Year 2027**

The Board of Managers for the Montgomery County Emergency Communication District (MCECD) proposes the attached budget for Fiscal Year 2027. This budget is submitted in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. Before it can go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days to act on this budget. If no action is taken by the governing body, approval is granted by default. The new fiscal year will begin on October 1, 2026.

This memo provides information about MCECD and the proposed budget.

MCECD INFORMATION

The Montgomery County Emergency Communication District (MCECD) is a special purpose district authorized and created under Chapter 772 of the State of Texas Health and Safety Code. MCECD is governed by a Board of Managers consisting of five voting members and one non-voting member. The voting members are determined as follows: two appointed by the Montgomery County Commissioner's Court, two elected by the cities within the district, and one elected by the fire departments that operate in the district. The principal provider of telephone service in the county appoints the non-voting member; AT&T is the principal provider.

MCECD provides and maintains the 9-1-1 telephone system used by five 9-1-1 emergency call centers in Montgomery County, which are known as Public Safety Answering Points (PSAPs). MCECD does not operate a PSAP or employ call-takers; PSAPs are individually operated by public safety organizations. Two of the PSAPS are primary,

meaning they answer original 9-1-1 calls and route them to the appropriate agency depending upon location and the nature of the emergency. The two primary PSAPs are operated by the Montgomery County Sheriff Office and the Conroe Police Department. The other three are secondary PSAPs which receive 9-1-1 calls via a transfer from a primary. The secondary PSAPs are operated by the Montgomery County Hospital District, The Woodlands Fire Department, and the Conroe Independent School District Police Department.

MCECD undertakes the following activities:

- Operate a Next Generation 9-1-1 IP-network to intake and process 9-1-1 calls and route them to the correct PSAP
- Provide and maintain the hardware, software and data network for a county-wide 9-1-1 call-handling system
- Financially support two primary PSAPs to answer and screen 9-1-1 calls
- Maintain a Geographic Information System (GIS) and a comprehensive database of street center lines, street names, address ranges, service boundaries and other critical information
- Serve as the official addressor for the entire county
- Provide an early warning communication service
- Conduct public education on when to call 9-1-1 and what information to provide
- Assist PSAPs in training telecommunicators in the use of the 9-1-1 system

PROPOSED BUDGET – Operating Deficit

This budget has an operating deficit of $430,900. This deficit was anticipated and is covered by reserves set aside for this purpose. Next Generation 9-1-1 (NG911) operating costs account for $365,900 of the deficit. The other $65,000 is a planned expenditure to improve the financial outlook of MCECD's retirement plan by increasing its funded ratio of the plan and reducing future liabilities.

This operating deficit is not just a local problem. The new costs for NG911 plus general inflationary pressure have put Texas emergency communication districts in a financial bind. The districts forecasted these conditions years ago and pressed the Texas legislature to increase 9-1-1 funding.

In 2021, the legislature allocated funds from the federal American Rescue Plan Act to create a grant program for NG911. MCECD was awarded $1.7 million which was drawn down over the three fiscal years.

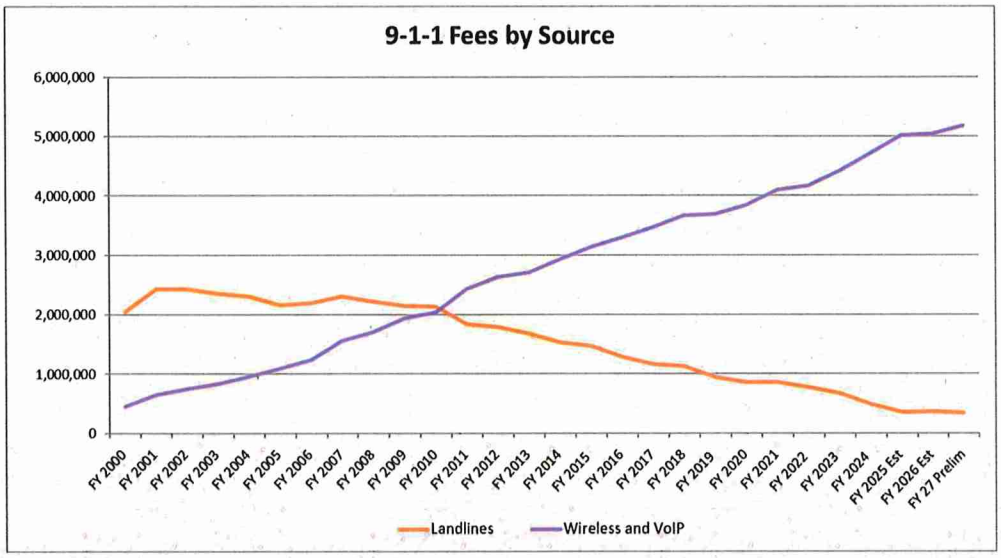
In 2023, the Legislature allocated money for 9-1-1 from the voter-approved Broadband Infrastructure Fund (BIF). MCECD received $3.6 million from that fund which was put in reserve to cover future NG911 costs. This was a one-time allocation, and those funds are being drawn on to cover the deficit.

In the 2025 legislative session, 9-1-1 funding was not addressed at all. Emergency communication districts across the state are now grappling with how to meet budget demands once the BIF money runs out. Given the legislature's reluctance to address 9-1-1 funding with a reliable funding stream, MCECD plans to reduce spending in future years to maximize the use of the BIF reserve.

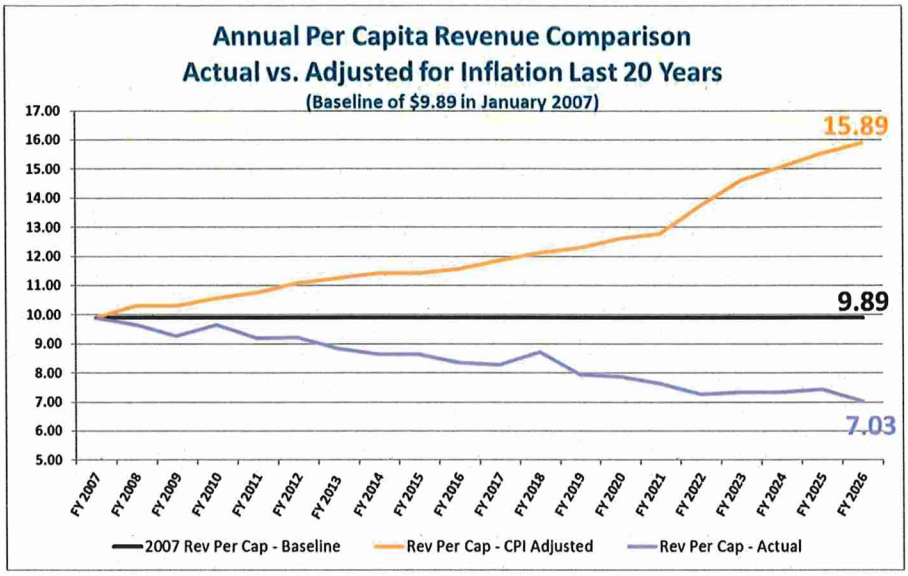
PROPOSED BUDGET - Revenue

MCECD is funded by fees assessed on telephone service. Mobile phone customers with a contract service plan pay $0.50 per month, per phone. Pre-paid wireless plans are charged a 9-1-1 fee equal to 2% of the retail price for airtime. The fee for a land line and for Voice over Internet Protocol (VoIP) range from $0.62 to $1.66 per month for residential service. For business customers, the monthly fee starts at $1.29 and goes up to $2.23.

Revenue from wireless service continues to increase while land line revenue rapidly declines. VoIP revenue peaked in FY 2021 has slightly declined since.



The fallout of of these long-term trends is that MCECD operates at lower revenue per capita than it did 20 years ago in both real and adjusted terms. MCECD collected $9.89 per person in 2007. That amount has dropped to $7.03, a decrease of $2.86. If adjusted for inflation, the 2007 amount equals $15.89 in today's dollars. Therefore, MCECD is providing 9-1-1 service for 56% less than it did in 2007.



MCECD expects to collect $5,792,700 of revenue in FY 2027, which is 2.1% more than the budget for the current year. An increase in 9-1-1 fees from wireless customers will slightly offset revenue decreases from other sources.

PROPOSED BUDGET – Operating Expenditures

The proposed budget for expenses is $6,223,600 which is 2.8% ***above*** the budget for FY 2026. MCECD's operating budget is broken into three major categories of expenditures – Cost of Services, Personnel Costs, and General & Administrative Costs.

Cost of Services went up by $83,300 in this budget, an increase of 2.3%. It is the largest category of costs and accounts for nearly 60% of all expenditures. The single largest line-item of the budget is in this section: Call-taking Contracts. MCECD has interlocal agreements with the Montgomery County Sheriff Office (MCSO) and the Conroe Police Department (CPD) to answer 9-1-1 calls. In exchange, MCECD reimburses these agencies for a limited amount of their payroll expenses. That reimbursement is budgeted at $2,302,800, which is 37% of MCECD's total operating budget. This section also includes $734,400 for 9-1-1 network connections and operating costs.

Other major expenses in the Cost of Services category are:

- $192,400 for service enhancements such as foreign language translations service, Smart 9-1-1 safety profiles, and an emergency notification system, and
- $198,900 in certificate pay to incentivize professional development for 9-1-1 telecommunicators.

The second category of operating expenditures is Personnel Costs. The district budgets for 11 full-time staff members who provide technical support, addressing, mapping, public education, database management, training, and administration. There are no

changes proposed with staffing in the upcoming fiscal year. There is, however, a plan to increase the contribution to the district's retirement plan to reduce future liabilities. The personnel budget is 7.4% higher than the current year budget due to this contribution.

The final and smallest category of operating expenditures is General & Administrative Costs. The proposed budget for this category is 5.5% ***below*** the budget for the current year. The decrease is mainly due to reductions in general consulting fees and public service advertisements.

PROPOSED BUDGET – Capital Expenses

Besides operating expenditures, MCECD also budgets for capital and other non-operating outlays. The capital budget includes $715,000 to replace the servers and switches for the call-handling equipment. Another $150,000 is set aside for grants to emergency call centers and projects that improve interoperability among the call centers.

The district purchased 15 acres to develop a new regional emergency communication center and a multi-agency data center. The budget includes $800,000 to cover pre-development and/or design expenses for the property. The total budget for capital expenses is $1,911,000.

ADDITIONAL DATA AVAILABLE UPON REQUEST

Additional data on the budget is available upon request. MCECD can supply audited financial statements, historical budget information, and details of line-item expenditures. Contact Abby Barocio to make your request: abarocio@mc911.org or 936 523-5912.

Montgomery County Emergency Communication District
Proposed Budget for Fiscal Year 2027

OPERATING REVENUES & EXPENSES	FY 2026 Budget	FY 2027 Budget
REVENUES		
9-1-1 Fees	$ 5,327,800	$ 5,532,700
Interest Earned	242,000	258,000
Other Income	2,000	2,000
NG911 Grant Program	100,000	-
Total Revenues	**$ 5,671,800**	**$ 5,792,700**
OPERATING EXPENSES		
Cost of Services	$ 3,569,900	$ 3,653,200
Personnel Costs	2,037,900	2,099,200
General & Administrative Costs	444,800	471,200
Total Expenditures	**$ 6,052,600**	**$ 6,223,600**
Operating Surplus (Deficit) of Revenues over Expenditures	**$ (380,800)**	**$ (430,900)**
Use of Reserves - NG 9-1-1 Allocation from Broadband Infrastructure Fund	**315,800**	**430,900**
Use of Reserves - FY 2025 Operating Surplus for TCDRS Funding Policy	**65,000**	**-**
Net Surplus (Deficit)	**$ -**	**$ -**
Emergency Allocation for Repairs and Replacements	**$ 350,000**	**$ 350,000**

CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS	FY 2026 Budget	FY 2027 Budget
Estimated Project Costs		
Technology	$ 961,000	$ 1,060,000
PSAP Improvement Grants	150,000	100,000
Facilities	800,000	830,000
Vehicles	-	-
Total Estimated Project Costs	**$ 1,911,000**	**$ 1,990,000**

Proposed 6/30/26

Montgomery County Emergency Communication District
Proposed Budget for Fiscal Year 2027

Cash Flow Forecast

Operating Funds		
	Estimated Cash Balance on 10/1/2026	$ 6,037,600
	Operating Surplus (Deficit)	(430,900)
	Less Capital Purchases and Major Projects	(1,990,000)
	Estimated Cash Balance on 9/30/2027	3,616,700
Restrictions on Reserves	Emergency Allocation for Repairs and Replacements	100,000
	Allocation from Texas Broadband Infrastruture Fund*	3,198,800
	Pension and OPEB Deferrals	188,100
	Total Reserve Restrictions	3,486,900
	Operating Reserve	**$ 129,800**

***Allocation from Texas Broadband Infrastucture Fund for NG 9-1-1**

FY 2024 - Orginal Allocation	3,629,700
FY 2025 - Estimated Drawdown	-
FY 2026 - Estimated Drawdown	18,700
FY 2026 - Budgeted Drawdown	430,900
Remaining Allocation	3,198,800

Montgomery County Emergency Communications District
Proposed Budget for FY 2027

(Line item details are included for reference only)

	FY 2024	FY 2025 (unadjusted)	FY 2026 Budget	FY 2026 Estimate	Variance (est.)	FY 2027 Budget	Increase (Decrease)	Inc (Dec)
REVENUES								
911 Fees - Landline/Primary	389,326	288,519	237,900	252,700	14,800	249,700	11,800	5.0%
911 Fees - Landline/Resellers	111,130	74,447	66,900	122,800	55,900	99,000	32,100	48.0%
911 Fees - Wireless/Contract	3,505,314	3,939,641	3,930,000	4,060,300	130,300	4,206,000	276,000	7.0%
911 Fee - Wireless/Prepaid	275,903	235,495	223,000	195,200	(27,800)	196,000	(27,000)	-12.1%
911 Fees - VoIP	943,404	898,623	870,000	786,900	(83,100)	782,000	(88,000)	-10.1%
Interest Earned	198,792	373,088	242,000	228,300	(13,700)	258,000	16,000	6.6%
Misc. Income	299	1,745	2,000	1,100	(900)	2,000	-	0.0%
NG911 Grant Program	693,767	303,804	100,000	254,600	154,600	-	(100,000)	-100.0%
State Funding	3,629,734	-	-	-	-	-	-	-
Total Revenues	**9,747,670**	**6,115,361**	**5,671,800**	**5,901,900**	**230,100**	**5,792,700**	**120,900**	**2.1%**
OPERATING EXPENSES								
Cost of Services	3,365,775	3,691,926	3,569,900	3,449,800	(120,100)	3,653,200	83,300	2.3%
Personnel Costs	1,659,873	1,813,666	2,037,900	2,031,500	(6,400)	2,099,200	61,300	3.0%
General & Administrative Costs	414,771	427,357	444,800	439,300	(5,500)	471,200	26,400	5.9%
Total Expenditures	**5,440,419**	**5,932,949**	**6,052,600**	**5,920,600**	(132,000)	**6,223,600**	**171,000**	**2.8%**
SUMMARY								
Revenues	9,747,670	6,115,361	5,671,800	5,901,900	230,100	5,792,700	120,900	2.1%
Operating Expenses	5,440,419	5,932,949	6,052,600	5,920,600	(132,000)	6,223,600	171,000	2.8%
Surplus/(Deficit)	**4,307,250**	**182,413**	**(380,800)**	**(18,700)**	362,100	**(430,900)**	**(50,100)**	

Montgomery County Emergency Communications District
Proposed Budget for FY 2027

	FY 2024	FY 2025 (unadjusted)	FY 2026 Budget	FY 2026 Estimate	Variance (est.)	FY 2027 Budget	Increase (Decrease)	Inc (Dec)
Operating Expenses Line Item Detail								
COST OF SERVICES								
Communication								
9-1-1 Trunks & Exchanges	402,505	855,959	747,600	665,700	(81,900)	734,400	(13,200)	-1.8%
9-1-1 Fiber & Data Connections	70,510	42,816	61,600	46,800	(14,800)	48,600	(13,000)	-21.1%
Operational Telephone & Data	55,346	52,094	66,400	67,100	700	64,200	(2,200)	-3.3%
Communications Subtotal	**528,361**	**950,869**	**875,600**	**779,600**	**(96,000)**	**847,200**	**(28,400)**	**-3.2%**
Education								
Conferences and Seminars	5,709	18,421	13,500	12,600	(900)	14,400	900	6.7%
Travel Expenses	25,138	29,350	34,800	33,500	(1,300)	34,800	-	0.0%
Tuition Reimbursement	-	-	600	1,900	1,300	1,200	600	100.0%
Education Subtotal	**30,848**	**47,771**	**48,900**	**48,000**	**(900)**	**50,400**	**1,500**	**3.1%**
Service Delivery								
Call-taking Contracts	2,253,131	2,165,315	2,182,200	2,186,900	4,700	2,302,800	120,600	5.5%
Certificate Pay Reimbursements	186,933	183,810	199,400	195,000	(4,400)	198,900	(500)	-0.3%
Service Enhancements	303,502	286,109	201,800	152,200	(49,600)	192,400	(9,400)	-4.7%
Network and System Monitoring	63,000	58,052	62,000	88,000	26,000	61,500	(500)	-0.8%
Other Servcies	-	-	-	100	100	-	-	0.0%
Service Delivery Subtotal	**2,806,567**	**2,693,286**	**2,645,400**	**2,622,200**	**(23,200)**	**2,755,600**	**110,200**	**4.2%**
TOTAL - COST OF SERVICES	**3,365,775**	**3,691,926**	**3,569,900**	**3,449,800**	**(120,100)**	**3,653,200**	**83,300**	**2.3%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2027

	FY 2024	FY 2025 (unadjusted)	FY 2026 Budget	FY 2026 Estimate	Variance (est.)	FY 2027 Budget	Increase (Decrease)	Inc (Dec)
PERSONNEL COSTS								
Wages & Salary								
Regular	973,721	979,027	1,116,600	1,070,300	(46,300)	1,151,800	35,200	3.2%
Leave Time	165,263	161,954	144,200	174,800	30,600	166,400	22,200	15.4%
Allowances	22,866	22,672	25,200	23,500	(1,700)	24,000	(1,200)	-4.8%
Longevity	5,076	5,508	3,900	4,100	200	4,600	700	17.9%
Overtime	17,436	13,668	15,000	8,200	(6,800)	10,200	(4,800)	-32.0%
Wages and Salary Subtotal	**1,184,362**	**1,182,830**	**1,304,900**	**1,280,900**	**(24,000)**	**1,357,000**	**52,100**	**4.0%**
Employment Taxes								
Social Security	68,629	68,197	71,900	73,900	2,000	77,800	5,900	8.2%
Medicare	16,558	16,456	17,500	17,800	300	19,400	1,900	10.9%
Unemployment Insurance	-	32	200	100	(100)	200	-	0.0%
Employment Taxes Subtotal	**85,188**	**84,684**	**89,600**	**91,800**	**2,200**	**97,400**	**7,800**	**8.7%**
Benefits								
Retirement	120,098	275,611	367,800	371,200	3,400	317,200	(50,600)	-13.8%
Group Insurance	255,732	254,833	259,500	267,100	7,600	303,600	44,100	17.0%
Supplemental Insurance	9,571	11,389	11,600	18,600	7,000	20,000	8,400	72.4%
Workers Compensation	4,922	4,319	4,500	1,900	(2,600)	4,000	(500)	-11.1%
Benefits Subtotal	**390,324**	**546,152**	**643,400**	**658,800**	**15,400**	**644,800**	**1,400**	**0.2%**
TOTAL - PERSONNEL COSTS	**1,659,873**	**1,813,666**	**2,037,900**	**2,031,500**	**(6,400)**	**2,099,200**	**61,300**	**3.0%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2027

	FY 2024	FY 2025 (unadjusted)	FY 2026 Budget	FY 2026 Estimate	Variance (est.)	FY 2027 Budget	Increase (Decrease)	Inc (Dec)
GENERAL & ADMINISTRATIVE COSTS								
Supplies								
Office Supplies	1,677	1,319	3,000	1,800	(1,200)	2,700	(300)	-10.0%
Computers & Electronics	877	16,423	3,500	4,800	1,300	9,000	5,500	0.0%
Small Equipment	16	8,990	15,000	9,900	(5,100)	10,800	(4,200)	-28.0%
Operating Supplies	46,884	45,983	37,800	35,500	(2,300)	37,800	-	0.0%
Business Meetings	16,574	13,126	17,600	13,900	(3,700)	15,700	(1,900)	-10.8%
Supplies Subtotal	**66,028**	**85,842**	**76,900**	**65,900**	**(11,000)**	**76,000**	**(900)**	**-1.2%**
Contract Services								
Professional Fees	50,113	72,734	54,300	53,200	(1,100)	55,800	1,500	2.8%
Maintenance	47,973	45,390	49,800	48,800	(1,000)	49,800	-	0.0%
General Consulting	4,809	20,736	12,000	21,900	9,900	21,600	9,600	80.0%
Bank Fees	443	447	-	100	100	-	-	0.0%
Property Insurance	45,168	50,495	49,500	59,500	10,000	66,200	16,700	33.7%
Software & Licensing	111,004	62,807	99,300	99,600	300	101,100	1,800	1.8%
Printing	2,266	(486)	1,800	1,300	(500)	1,500	(300)	-16.7%
Equipment Leasing	5,717	5,557	5,900	5,900	-	5,900	-	0.0%
Postage	893	834	900	900	-	900	-	0.0%
Advertisements	16,950	9,739	21,000	16,800	(4,200)	21,600	600	2.9%
Legal Notices	1,718	66	-	200	200	-	-	0.0%
Dues & Subscriptions	4,054	7,687	4,200	6,500	2,300	7,200	3,000	71.4%
Waste Disposal	5,860	7,440	9,600	3,900	(5,700)	4,200	(5,400)	-56.3%
Misc Fees	50	6,227	200	500	300	400	200	100.0%
Contract Services Subtotal	**297,018**	**289,673**	**308,500**	**319,100**	**10,600**	**336,200**	**27,700**	**9.0%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2027

	FY 2024	FY 2025 (unadjusted)	FY 2026 Budget	FY 2026 Estimate	Variance (est.)	FY 2027 Budget	Increase (Decrease)	Inc (Dec)
Transportation								
Fuel	1,346	439	1,800	1,000	(800)	1,400	(400)	-22.2%
Vehicle Maint. & Inspections	1,653	1,039	1,500	1,500	-	1,600	100	6.7%
Mileage Reimbursement	580	1,353	1,300	800	(500)	900	(400)	-30.8%
Insurance (auto)	2,230	2,377	2,700	2,500	(200)	2,800	100	3.7%
Transportation Subtotal	**5,809**	**5,207**	**7,300**	**5,800**	**(1,500)**	**6,700**	**(600)**	**-8.2%**
Utililties								
Water & Sewer	3,884	4,517	4,500	4,800	300	4,800	300	6.7%
Natural Gas	1,227	836	1,000	800	(200)	900	(100)	-10.0%
Electricity	40,804	41,282	46,600	42,900	(3,700)	46,600	-	0.0%
Utilities Subtotal	**45,916**	**46,635**	**52,100**	**48,500**	**(3,600)**	**52,300**	**200**	**0.4%**
TOTAL - GENERAL & ADMIN COSTS	**414,771**	**427,357**	**444,800**	**439,300**	**(5,500)**	**471,200**	**26,400**	**5.9%**
TOTAL - OPERATING EXPENSES	**5,440,419**	**5,932,949**	**6,052,600**	**5,920,600**	**(132,000)**	**6,223,600**	**171,000**	**2.8%**
CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS								
Technology	121,224	179,008	961,000	462,000	(499,000)	1,060,000	99,000	10.3%
Interoperability Projects	126,320	44,373	150,000	167,000	17,000	100,000	(50,000)	-33.3%
Facilities	3,565	7,191	800,000	70,600	(729,400)	830,000	30,000	-
Vehicles	-	-	-	-	-	-	-	-
TOTAL - CAPITAL OUTLAY & PSAP IMP. GRANTS	**251,109**	**230,572**	**1,911,000**	**699,600**	**(1,211,400)**	**1,990,000**	**79,000**	**4.1%**

July 9, 2026

Mayor Duke W. Coon
City of Conroe
PO Box 3066
Conroe, TX 77305-3066

Dear Mayor Coon:

The Montgomery County Emergency Communication District (MCECD) hereby submits its proposed budget for Fiscal Year 2027 in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 30, 2026. The fiscal year will begin on October 1, 2026.

To go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If your governing body does not act within that time, your city's approval is granted automatically.

We would be honored to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Abby Barocio at 936 523-5912 or abarociol@mc911.org with the date and time of the meeting at which the District's budget will be considered. Additional budget details are available upon request.

I appreciate your continued support of 9-1-1 in Montgomery County and your prompt attention to this matter.

Respectfully,



Chip VanSteenberg
Executive Director

CC: City Secretary: Sami H. Quinlan
Enclosures

Regular Council

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Eddie Tenorio, Accountant II

Item Type: Other

A. Gibbs
Joint Meeting: No Joint Meeting

Description
Discuss and Consider FY 27 Purchase Order to Montgomery County for 2% Hotel Occupancy Tax Collections.

Summary / Recommendation
The purpose of this agenda item is to create a Purchase Order to pay Montgomery County for 2% Hotel Occupancy Tax for monthly collections not to exceed FY 26 annual Contribution Cap of $946,711.00. This agreement with Montgomery County began February 16, 1998 and expires December 31, 2028.

Fiscal Impact

Expenditure Amount:	$630,889.67
Revenue Amount:	$630,889.67
Account Number:	004-2100
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments
County HOT Cap Details
County HOT Agreement 1
County HOT Agreement 2

Fiscal Year	Contribution Cap*	Monthly Payment (1/12 of Contribution CAP)	Less Monthly Recapture	Proposed Monthly Payment less Overpayment recapture	Annual Payments with Overpayment Recapture	Annual Recapture Amount	
2024	$ 817,805	$ 68,150.39	$ 26,318.46	$ 41,831.93	501,983.20	315,821.52	
2025	$ 858,695	$ 71,557.91	$ 26,318.46	$ 45,239.45	542,873.43	315,821.52	
2026	$ 901,630	$ 75,135.81	$ 26,318.46	$ 48,817.35	585,808.18	315,821.52	
2027	$ 946,711	$ 78,892.60	$ 26,318.46	$ 52,574.14	630,889.67	315,821.52	
2028	$ 994,047	$ 82,837.23	$ 26,318.46	$ 56,518.77	169,556.31	78,955.38	(1)
						1,342,241.46	

Notes:

(1) Agreement ends December 31, 2028

Finance and Administration

CITY OF CONROE

Est. 1904

February 15, 2024

Montgomery County
Rakesh Pandey
County Auditor
501 N Thompson, #205
Conroe, Texas 77301

Dear Mr. Pandey,

Per the City of Conroe and Montgomery County agreement for management of Hotel Occupancy funds dated April 10, 1997 and amendment dated October 15, 2001, the City agrees to pay Montgomery County from the hotel occupancy tax revenues actually collected by City an amount equal to 2% of the consideration paid for occupancy of a hotel room within the City of Conroe and its extraterritorial jurisdictions, "**provided in no event shall the annul amount of such payments exceed the Contribution Cap initially established at $230,000, which cap shall increase at the rate of 5% compound annually.**"

The City has reviewed and determined that our actual remittance paid to date have exceeded the annual Contribution Caps by $1,342,241.51. To remedy the overpayment above the Contribution Cap and prevent future overpayments, The City of Conroe will remit to Montgomery County for monthly FY2024 Hotel Occupancy collections $41,831.93 per month. Below is the schedule of payments through the expiration of the agreement of December 31, 2028.

Fiscal Year	Contribution Cap*	Monthly Payment (1/12 of Contribution CAP)	Less Monthly Recapture	Proposed Monthly Payment less Overpayment recapture	Annual Payments with Overpayment Recapture	Annual Recapture Amount
2024	$ 817,805	$ 68,150.39	$ 26,318.46	$ 41,831.93	501,983.20	315,821.52
2025	$ 858,695	$ 71,557.91	$ 26,318.46	$ 45,239.45	542,873.43	315,821.52
2026	$ 901,630	$ 75,135.81	$ 26,318.46	$ 48,817.35	585,808.18	315,821.52
2027	$ 946,711	$ 78,892.60	$ 26,318.46	$ 52,574.14	630,889.67	315,821.52
2028	$ 994,047	$ 82,837.23	$ 26,318.46	$ 56,518.77	169,556.31	78,955.38
						1,342,241.46

Along with this letter you will find a report detailing the contribution cap, payments made to Montgomery County for Hot Occupancy collections and calculation of annual over payments.

If you have any questions or would like additional information, please do not hesitate to call my office at (936) 522-3051.

Thank you,

Karen Scott, CPA
Senior Accountant

/attachment

#13
1-26-07

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY FUNDS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

WHEREAS, the City of Conroe, Texas (hereinafter called CITY), acting pursuant to Texas Tax Code Chapter 351 imposes and collects a hotel occupancy tax within the corporate limits and extraterritorial jurisdiction of the municipality; and

WHEREAS, acting pursuant to Texas Tax Code § 351.101(c) CITY may contract with another governmental entity and may delegate the management and supervision of activities and programs to be funded with revenue from the tax; and

WHEREAS, CITY and the County of Montgomery, State of Texas (hereinafter called COUNTY), by joint resolution approved by COUNTY on April 7, 1997, and by CITY on April 10, 1997 (hereinafter called the JOINT RESOLUTION), did provide for the payment to COUNTY of a portion of CITY's hotel occupancy tax revenues to be used for the general purposes of supporting COUNTY's proposed Civic Center/Multipurpose Facility; and

WHEREAS, CITY and COUNTY desire to contract for the management of the tax funds to be paid by CITY to COUNTY under the terms of the JOINT RESOLUTION:

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

Section 1. COUNTY shall manage and expend the hotel occupancy taxes paid to it by CITY under this Agreement for the direct enhancement and promotion of tourism and the convention and hotel industry within the City of Conroe and its extraterritorial jurisdiction, provided however that the use of such tax funds shall be limited exclusively to the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center or visitor information centers within the City of Conroe or its extraterritorial jurisdiction.

Section 2. Tax revenues expended by COUNTY under this agreement may be spent for day to day operations, supplies, salaries, office rental, travel expenses, and other administrative costs if those costs are incurred directly in the promotion and servicing of expenditures authorized under Section 1 of this Agreement.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas
Issued 03-14-07
By Stacy Wilson

COMMISSIONERS COURT MONTGOMERY COUNTY

Section 3. Annually, prior to the expenditure tax revenues paid under this Agreement, COUNTY shall submit a budget of the proposed expenditure of the tax revenues to CITY's governing body for its approval. No tax revenues may be expended by COUNTY under this Agreement prior to the approval of such budget, which approval shall not be unreasonably withheld. In addition COUNTY shall, at the beginning of each calendar quarter, report to CITY's governing body listing the expenditures made from the tax proceeds.

It is agreed and understood that COUNTY has, through its annual budget provided for the expenditure of the tax revenues to be paid under this Agreement and CITY hereby approves such budget in satisfaction of the requirements of this Section for the period through September 30, 1998.

Section 4. The provisions of Texas Tax Code, § 351.101(c) relating to the management and expenditure of hotel occupancy tax funds pursuant to delegation agreements are hereby incorporated herein by reference, and COUNTY shall be responsible for compliance therewith. Such incorporation shall not be deemed to expand the purposes for which the tax revenues may be used by COUNTY such purposes being contractually limited to those authorized by Section 1 and Section 2 of this Agreement.

Section 5. The tax revenues which are the subject of this Agreement shall be paid to COUNTY monthly in arrears following collection by CITY. CITY acting pursuant to the JOINT RESOLUTION did heretofore commence the levy and collection of an additional increment of hotel occupancy tax for the purposes of satisfying the JOINT RESOLUTION, such levy having commenced on July 1, 1997. This Agreement shall apply to the hotel tax revenues collected by CITY for the period commencing on July 1, 1997, and not later than 30 days following the effective date of this Agreement CITY shall make an initial payment to COUNTY which shall include the increment of the tax revenues heretofore collected.

Section 6. CITY agrees to pay to COUNTY from the hotel occupancy tax revenues actually collected by CITY an amount equal to 2% of the consideration paid for occupancy of a hotel room within the City of Conroe and its extraterritorial jurisdiction, provided however in no event shall the annual amount of such payments exceed the Contribution Cap hereafter established. The Contribution Cap shall be initially established at the annual sum of $230,000, which cap shall increase at the rate of 5% compounded annually. Notwithstanding the Contribution Cap, the occupancy tax funds paid by City to County shall include that portion of taxes actually collected at the rate of 2% of the consideration paid for occupancy of a room in a hotel or motel which first commences operation after the completion of the Civic Center/Multipurpose Facility and which is located within two miles of the Facility.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas
Issued 03-14-07
By Stacey Wilson

COMMISSIONERS COURT MONTGOMERY COUNTY TEXAS

Section 7. Acting pursuant to Texas Local Government Code Chapter 383 COUNTY may order the creation of a county development district and may levy and collect a county hotel occupancy tax. This agreement shall be deemed automatically terminated if COUNTY shall order the creation of a county development district within the extraterritorial jurisdiction of CITY. Creation of a county development district including the Del Lago Resort and Conference Center located on Lake Conroe shall also result in the automatic termination of this agreement regardless of whether or not such territory is located within the extraterritorial jurisdiction of CITY. Such termination shall not effect the right of COUNTY to receive tax proceeds collected for the period prior to the date upon which COUNTY shall order creation of any such district, the Agreement being continued in effect for such limited purposes.

Section 8. This agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing agreed to by both parties.

Section 9. This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of any claims or causes of action arising out of this Agreement shall lie in the District Court of Montgomery County, Texas.

Section 10. This agreement shall be effective immediately upon adoption and shall expire on June 30, 2007.

THE CITY OF CONROE, TEXAS

By: Carter Moore
Carter Moore, Mayor
Date: 3-16-98

Attest:

Marla J. Porter
City Secretary

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas
Issued 03-14-07
By Stacey Wilson

COMMISSIONER'S COURT
MONTGOMERY COUNTY
TEXAS

MONTGOMERY COUNTY, TEXAS

By: _____
Name: Alan B. Sadler
Date: January 26, 1998

Attest:

Mark Turnbull
County Clerk

COMMISSIONER'S COURT MONTGOMERY COUNTY TEXAS

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas
Issued 03-14-07
By Stacy Wilson

COMMISSIONER'S COURT MONTGOMERY COUNTY TEXAS

Rev. 1/5/98

#10
10-15-01

AMENDMENT TO AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY FUNDS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This agreement is made this 15 day of October, 2001, by and between the City of Conroe, Texas (hereinafter called CITY) and the County of Montgomery, State of Texas, (hereinafter called COUNTY) and amends the agreement of the parties dated February 16, 1998 (the ORIGINAL AGREEMENT) by which the parties contracted for the management of certain CITY hotel occupancy tax funds by COUNTY.

CITY and COUNTY jointly acknowledge the mutual receipt of valuable consideration for this agreement and do hereby agree as follows:

Section 10 of the ORIGINAL AGREEMENT dated February 16, 1998 is hereby amended to read:

Section 10. This agreement shall be concurrent with and shall expire upon the expiration or termination of the agreement of the parties dated October 15, 2001 related to COUNTY participation in Reinvestment Zone No. Three, City of Conroe, Texas.

Except to the extent expressly amended by this agreement the ORIGINAL AGREEMENT of the parties is hereby ratified and remains in full force and effect.

THE CITY OF CONROE, TEXAS

By: Carter Moore
CARTER MOORE, MAYOR

Attest:

Marla J. Porter
MARLA J. PORTER, CITY SECRETARY

THE COUNTY OF MONTGOMERY, STATE OF TEXAS

By:
ALAN B. SADLER, COUNTY JUDGE

Attest:

Mark Turnbull
MARK TURNBULL, COUNTY CLERK

COMMISSIONER'S COURT TEXAS MONTGOMERY COUNTY

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Michael Monteilh, Finance Manager

Regular Council

Item Type: Other

Item Type: Other
A. Gibbs
Joint Meeting: No Joint Meeting

Description
Discuss and Consider the Resubmission of the 2026 No-New-Revenue and Voter-Approval Tax Rates.

Summary / Recommendation
This item is to resubmit the No-New-Revenue and Voter-Approval Tax Rates for the 2026 Tax Year to the City Council as recalculated by the Montgomery County Tax Assessor/Collector, Tammy McRae. The City intends to use unencumbered funds from the debt service fund in order to maintain the $0.1250 debt service tax rate. As such, the no-new-revenue rate must be recalculated and resubmitted to the governing body. All taxing units (other than water districts) that levied property taxes in 2025 and intend to levy them in 2026 must have their Tax Assessor/Collector calculate a No-New-Revenue and Voter-Approval tax rate. The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for City of Conroe from the same properties in both the 2025 tax year and the 2026 tax year. The 2026 No-New-Revenue Tax rate is $0.4270/$100. The voter-approval rate is the highest tax rate that City of Conroe may adopt without holding an election to seek voter approval of the rate. It is generally limited to a 3.5% increase over the No-New-Revenue tax rate plus the current debt service tax rate plus the unused increment rate. The 2026 Voter-Approval Tax rate is $0.4878/$100. Staff recommends that the City Council accepts the resubmission of the No-New-Revenue and Voter-Approval tax rates for the fiscal year beginning October 1, 2026, and end September 30, 2027, as provided by Montgomery County Tax Assessor/Collector, Tammy McRae.

Attachments
City of Conroe Notice of 2026 Tax Rates

Notice About 2026 Tax Rates

Property tax rates in City of Conroe.

This notice concerns the 2026 property tax rates for City of Conroe. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.4270/$100
This year's voter-approval tax rate	$0.4878/$100

To see the full calculations, please visit 400 N. SAN JACINTO
CONROE, TEXAS 77301
tammy.mcrae@mctx.org for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Fund	90,393,644
General Obligation Interest & Sinking Fund/TIRZ	39,544,559

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Certificates of Obligation, Series 2005	405,000	65,848	1,000	471,848
Certificates of Obligation, Series 2014	1,570,000	124,031	1,000	1,695,031
Limited Tax Refunding Bonds, Series 2015	3,285,000	400,275	1,000	3,686,275
Certificates of Obligation, Series 2015	255,000	121,600	1,000	377,600
Certificates of Obligation, Series 2016	365,000	190,819	1,000	556,819
Certificates of Obligation, Series 2017	640,000	556,400	1,000	1,197,400
Limited Tax Refunding Bonds, Series 2018	725,000	134,500	1,000	860,500
Certificates of Obligation, Series 2018	1,125,000	1,761,625	1,000	2,887,625
Certificates of Obligation, Series 2019	845,000	801,825	1,000	1,647,825
Limited Tax Refunding Bonds, Series 2019	560,000	106,250	1,000	667,250
Certificates of Obligation, Series 2020B	470,000	332,450	1,000	803,450
Limited Tax Refunding Bonds, Series 2020	1,165,000	293,625	1,000	1,459,625
Certificates of Obligation, Series 2021B	395,000	531,775	1,000	927,775
Certificates of Obligation, Series 2022A (OJJCC)	1,115,000	1,076,175	1,000	2,192,175
Certificates of Obligation, Series 2022B	715,000	1,928,913	1,000	2,644,913
Certificates of Obligation,	120,000	332,250	1,000	453,250

Series 2023A Limited Tax Refunding Bonds, Series 2023	130,000	661,500	1,000	792,500

Total required for 2026 debt service	$23,321,861
- Amount (if any) paid from funds listed in unencumbered funds	$2,662,095
- Amount (if any) paid from other resources	$0
- Excess collections last year	$3,272,627
= Total to be paid from taxes in 2026	$17,387,139
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2026	$0
= Total debt levy	$17,387,139

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Tammy McRae, Tax Assessor-Collector on 08/19/2026 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Michael Monteilh, Finance Manager

Regular Council

Item Type: Other

Item Type: Other
M. Monteilh
Joint Meeting: No Joint Meeting

Description
Discuss and Consider Reproposing a Tax Rate for Tax Year 2026 and Scheduling a Public Hearing on the Proposed FY 26-27 Tax Rate, if required.

Summary / Recommendation
This item is to repropose a tax rate for the 2026 tax year and schedule a public hearing on the FY 26-27 tax rate during the regularly scheduled Council meeting on Thursday, September 10, 2026, at 6:00 p.m., in the Council Chambers at City Hall, 300 W. Davis St. Conroe, Texas 77301, if required. The City's tax year 2026 voter-approval rate had to be recalculated based on utilizing unencumbered funds in the debt service fund. Since the Council considered the previously calculated voter-approval rate at the August 13, 2026, meeting, the Council will have to reconsider a tax rate, based on the new calculation. Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and allow taxpayers, in certain cases, to roll back or limit a tax increase. Entities that adopt a tax rate that exceeds the lower of the No-New-Revenue tax rate or the Voter-Approval tax rate are required to hold a public hearing and publish a newspaper ad before adopting a tax rate. The notice is titled "Notice of Public Hearing on Tax Increase." The notice will state the proposed tax rate along with how each member of the Council voted for the proposed rate, and as such, this item will need to be a recorded/roll call vote. This item is only proposing a tax rate and is not adopting the tax rate. The City Council can adopt a rate lower than the one proposed, but it cannot adopt a rate higher. The tax rate will be formally adopted at the September 10, 2026, City Council meeting.

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Michael Monteilh, Finance Manager

Regular Council

Item Type: Presentation

CITY OF CONROE

Item Type: Presentation
A. Gibbs
Joint Meeting: No Joint Meeting

Description
Discuss Updates to the FY 26-27 Budget.

Summary / Recommendation
Discuss updates to the FY 26-27 Budget and get direction from Council.

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Michael Monteilh, Finance Manager

Regular Council

Item Type: Hearing

CITY OF CONROE

Item Type: Hearing
M. Monteilh
Joint Meeting: No Joint Meeting

Description
Conduct a Public Hearing for the FY 2026-2027 Budget.

Summary / Recommendation
This item is to conduct a Public Hearing for the FY 2026-2027 Budget.

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Michael Monteilh, Finance Manager

Regular Council

Item Type: Other

CITY OF CONROE

Item Type: Other
M. Monteilh
Joint Meeting: No Joint Meeting

Description
Discuss and Consider Postponing Adoption of the FY 26-27 Budget until Thursday, September 10, 2026, at 6:00 PM.

Summary / Recommendation
Per Texas Local Government Code Sec. 102.007 (a) "At the Conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget." This action could be the adoption of the budget or a vote to postpone the final budget vote. Staff recommends a motion be made to "postpone the adoption of the FY 26-27 Budget until Thursday, September 10, 2026, at 6:00 PM.

Meeting Date: 08/27/2026
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Shelly Owens, Capital Asset Accountant

Regular Council

Item Type: Presentation, Other

CITY OF CONROE

Item Type: Presentation, Other
A. Gibbs
Joint Meeting: No Joint Meeting

Description
Discuss and Consider July 2026 Monthly Financial Summary Report.

Summary / Recommendation
Discuss and Consider July 2026 Monthly Financial Summary Report.

Attachments

MFSR - July 2026

CITY OF CONROE
Est. 1904

Monthly Financial Summary Report

July 2026

Fiscal Year 2026

CITY OF CONROE
Est. 1904

To: **Mayor & City Council**

From: **Ariel Gibbs, Chief Financial Officer**

Date: **August 27, 2026**

Subject: **Financial Summary Report for July 2026**

Attached is the Financial Summary Report for July 2026. This report aims to summarize the City's financial activities and provide current, accurate information for the Council, administration, and citizens.

The report is organized into four main sections:

I- General Fund's Financial Statements
   1. Balance Sheet
   2. Statement of Revenue, Expenditures and Changes in Fund Balance

II- Water and Sewer Operating Fund's Financial Statements
   1. Balance Sheet
   2. Statement of Revenue, Expenditures and Changes in Fund Balance

III- Main Revenues
   1. Sales Tax
   2. Property Tax
   3. Permits
   4. Water
   5. Wastewater

IV- CIP Report

CITY OF CONROE
Est. 1904

As of July 31, 2026:

- ✓ The General Fund's fund balance stands at $103,888,126. July 2026 has a negative net income of ($3,768,879) and the year-to-date (YTD) net income shows a gain of $8,524,322.
- ✓ The Water and Sewer Operating Fund's fund balance is $72,083,838 with a gain of $4,025,165 in July 2026 and the YTD net income reflects a gain of $8,732,985.
- ✓ Sales tax revenue for July 2026 increased by $142,141 or 2.51%, compared to the same month last year. The YTD sales tax revenue has increased by $1,225,535 or 2.06% compared to the previous year.
- ✓ Property tax revenue for July 2026 increased by $49,150 or 96.62% compared to the same month last year. The YTD Property tax revenue has increased by $3,484,168 or 7.73% compared to the previous year.
- ✓ Building permit revenue for July 2026 decreased by ($32,648) or (5.28%) compared to the same month last year. The YTD Building permit revenue has decreased by ($633,422) or (9.20%) compared to the previous year. The decrease in revenue is primarily attributable to a large, one-time permit issued in the prior year for a new school construction project (Timber Mill High School). That permit significantly increased last year's revenue and was not repeated in the current year, resulting in a year-over-year decline.
- ✓ Water revenue for July 2026 increased by $200,739 or 11.17% compared to the same month last year. The YTD Water revenue has increased by $918,200 or 5.40% compared to the previous year.
- ✓ Sewer revenue for July 2026 increased by $268,388 or 9.15% compared to the same month last year. The YTD Sewer revenue has increased by $3,020,656 or 10.99% compared to the previous year.

✓ Project Types' Remaining Balances:

Row Labels	Sum of Budget, Inception to Date	Sum of Expenditures +	Sum of Remaining Balance
Facilities	10,199,000	7,325,268	2,873,732
Sewer	17,923,000	5,529,503	12,393,497
Signals	6,302,000	1,793,115	4,508,885
Streets	37,804,000	7,634,763	30,169,237
Water	44,989,000	23,273,941	21,715,060
Grand Total	**117,217,000**	**45,556,590**	**71,660,411**



GENERAL FUND'S FINANCIAL STATEMENTS

Account	Name	Balance
Fund: 001 - GENERAL FUND		
Assets		
001-1001	Claim on CASH	-4,095,263.35
001-1002	PETTY CASH	299.00
001-1004	DEPOSITS IN TRANSIT-PROP. TAX	0.00
001-1005	RETURNED CHECKS	3,458.14
001-1006	CASH BOX/DRAWER	4,105.00
001-1007	JACK KIOSK CASH	600.00
001-1012	COC Sweep Alternative	1,277,032.87
001-1020	CASH-HMGP PROJ #1257-008	0.00
001-1034	CASH - 2010 JAG GRANT	0.00
001-1100	PROPERTY TAX REC. CURR.	834,291.86
001-1101	PROPERTY TAX REC. DEL.	1,052,219.79
001-1102	ALLOW FOR UNCOLL. ACCT.	-5,731,717.00
001-1103	ALLOW FOR PROP TAX REC	-149,456.32
001-1105	ACCOUNTS RECEIVABLE	28,065.00
001-1109	ACCTS REC-LEASES - GASB	2,659,077.94
001-1110	LEASE RECEIVABLE	54,781.33
001-1111	ACTIVENET RECEIVABLES	1,008,512.75
001-1112	RECEIVABLE FIRE STA4 SALE	0.00
001-1113	UNAPPLIED CASH (AR MISC)	-88,058.04
001-1114	A/R-OUTSIDE AGENCY FUEL	0.00
001-1115	FRANCHISE FEES RECEIVABLE	-30,998.86
001-1116	MISC. RECEIVABLE	55,340.05
001-1117	FEMA RECEIVABLE	0.00
001-1118	TxDPS DIV EMRG MGMT-RECEIVABLE	0.00
001-1119	FBI RECEIVABLE	0.00
001-1121	COMMISSIONS RECEIVABLE - TAX OFFICE	26,701.39
001-1122	SWEEP INTEREST RECEIVABLE	0.00
001-1123	ANIMAL SHELTER RECEIVABLE	0.00
001-1124	US DEPT. OF ENERGY RECEIVABLE	0.00
001-1128	TRAFFIC CAMERA FINES RECEIVABL	0.00
001-1129	ALLOWANCE-TRAFFIC CAMERA FINES	0.00
001-1133	TxDOT RECEIVABLE	0.00
001-1134	MONT CO. AUTO THEFT RECEIVABLE	0.00
001-1135	DEA RECEIVABLE	1,007.92
001-1138	AR-CODE ENFORCEMENT FEE	0.00
001-1140	RECEIVABLE ALARMS	255,909.66
001-1143	BVP RECEIVABLE	0.00
001-1144	SJRA RECEIVABLE	0.00
001-1145	GRANT RECEIVABLE	13,643.60
001-1146	MIXED BEVERAGE RECEIVABLE	0.00
001-1147	TAX RECEIVABLE	6,368,574.00
001-1200	DUE FROM ENTERPRISE FUND	0.00
001-1500	DUE FROM OTHER FUNDS	4,192,338.00
001-1501	PREPAID INSURANCE	0.00
001-1502	PREPAID RENT	75,830.00
001-1503	DUE FR FD42-MADELEY BLDG	0.00
001-1504	DUE FROM DEBT SERVICE	0.00
001-1505	DUE FROM OTHER GOVTS	12,373,525.17
001-1506	DUE FROM SPECIAL REVENUE	0.00
001-1507	DUE FROM FIRE R & R	0.00
001-1508	DUE FROM CHAMBER	0.00
001-1509	DUE FROM CONROE TOWER	0.00
001-1510	INTEREST RECEIVABLE	0.00

Balance Sheet

Account	Name	Balance	
001-1512	LEASE RECEIVABLE-CHAMBER	0.00	
001-1513	LEASE INTEREST RECEIVABLE	0.00	
001-1515	PREMIUM (DISCOUNT) ON INVESTMENTS	0.00	
001-1516	DUE FROM EMPLOYEES	-12,103.90	
001-1517	PREPAID POSTAGE	18,401.19	
001-1520	DUE FROM COMPONENT UNIT	0.00	
001-1523	DUE FROM FUND 53	0.00	
001-1524	DUE FROM FUND 0024	0.00	
001-1525	DUE FROM FUND 0025	0.00	
001-1526	DUE FROM FUND 0026	0.00	
001-1527	DUE FROM FUND 0064	0.00	
001-1528	DUE FROM FUND 0065	0.00	
001-1529	DUE FROM FUND 0071	0.00	
001-1530	DUE FROM FUND 0007	0.00	
001-1531	DUE FROM FUND 0077	0.00	
001-1532	DUE FROM FUND 0010	0.00	
001-1533	DUE FROM FUND 0008	0.00	
001-1534	DUE FROM FUND 009	0.00	
001-1536	DUE FROM FUND 43	0.00	
001-1539	DUE FROM FUND 030	0.00	
001-1550	INVENTORY - GAS	50,070.46	
001-1551	INVENTORY - MISC (NON W/S)	5,210.63	
001-1553	INVENTORY - FLEET	0.00	
001-1555	INVESTMENTS - TEXPOOL	24,016,257.76	
001-1556	INVESTMENTS - REPO SWEEP	0.00	
001-1557	INVESTMENTS-MONEY MKT MTL FDS	0.00	
001-1560	INVESTMENTS-CERT. OF DEPOSIT	17.16	
001-1561	INVESTMENTS - TEXSTAR	19,269,457.81	
001-1562	INVESTMENTS - T CLASS/MBIA	20,912,620.08	
001-1563	INVESTMENTS - MBIA	0.00	
001-1564	INVESTMENTS - IDP	0.00	
001-1566	INVESTMENTS-TEXAS CLASS GOVT FUND	21,900,628.60	
001-1567	INVESTMENTS - LOGIC	21,592,353.63	
001-1601	INVESTMENTS-GOVT CASH IG	0.00	
001-1602	INVESTMENTS - TREAS NOTE	0.00	
001-1603	DISCOUNT ON T-BILL	0.00	
001-1604	INVESTMENTS FNMAD	0.00	
001-1605	DISCOUNT ON FNMAD	0.00	
001-1606	INVESTMENTS FFCBC	0.00	
001-1607	DISCOUNT ON FFCBC	0.00	
001-1608	INVESTMENTS FHLBC	7,120.50	
001-1609	DISCOUNT ON FHLBC	0.00	
001-1610	INVESTMENTS FHLMC	0.00	
001-1611	DISCOUNT ON FHLMC	0.00	
001-1612	INVESTMENTS MUNICIPAL BONDS	0.00	
001-1613	INVESTMENTS COMMERCIAL PAPER	0.00	
001-1618	INVESTMENTS WELLS FARGO	0.00	
001-1619	DISCOUNT ON WELLS FARGO	0.00	
001-1670	INVESTMENTS - FMV ADJUSTMENT	0.00	
001-1906	SECURITY DEPOSIT	0.00	
	Total Assets:	**127,949,853.82**	**127,949,853.82**

Liability

001-2009	AP ACCRUALS	113,099.35	
001-2010	ACCOUNTS PAYABLE	24,013.65	
001-2011	DEFICIT IN POOLED CASH	0.00	
001-2013	DUE TO METRO - Q CARD SALES	0.00	
001-2015	ACCTS PAYABLE-O/S CHECKS	0.00	
001-2016	RETAINAGE PAYABLE	0.00	
001-2018	ACCRUED PAYROLL	0.00	
001-2020	CASH BOND LIABILITY	1,653.00	

Balance Sheet

Account	Name	Balance
001-2022	PERFORMANCE BOND LIAB	0.00
001-2023	CISD FINE LIABILITY	-50.00
001-2024	CLOSED CASE REIMBURSEMENTS	0.00
001-2025	DISCOUNT ON BONDS	0.00
001-2026	HOTEL OCCUPANCY TAX LIABILITY	0.00
001-2027	STATE COURT COSTS	38,482.93
001-2028	STATE CHILD SAFETY SEAT	1,896.49
001-2030	PARK DEPOSIT LIABILITY	14,250.00
001-2031	REFUNDABLE DEPOSITS	89,667.20
001-2037	REIMB PERF/MAINT BONDS	148,433.80
001-2039	ESCROW ACCOUNTS - BIP	0.00
001-2075	SALES TAX LIABILITY	490.30
001-2080	SALES TAX LIAB-GARBAGE	65,310.67
001-2090	CONTRACTS PAYABLE	0.00
001-2100	DUE TO OTHER GOVERNMENTS	-2,293.12
001-2103	TRAPS - EVENT HOST	-2,711.15
001-2105	DUE TO MONT COUNTY	0.00
001-2110	DUE TO STATE OF TEXAS	0.00
001-2146	DUE TO FUND 2	0.00
001-2153	DUE TO FUND 9	3,093,856.68
001-2154	DUE TO FUND 10	0.00
001-2155	DUE TO FUND 25	0.00
001-2156	DUE TO FUND 31	0.00
001-2157	DUE TO FUND 52	0.00
001-2158	DUE TO FUND 42	0.00
001-2159	DUE TO FUND 56	0.00
001-2161	DUE TO FUND 63	0.00
001-2163	DUE TO FUND 81	0.00
001-2165	DUE TO FUND 036	0.00
001-2230	ACCRUED WAGES PAYABLE	0.00
001-2235	COMPENSATED ABSENCES	0.00
001-2236	NON-CURR COMP ABSENCES	0.00
001-2250	COMPENSATED ABSENCES	0.00
001-2251	ACC'D S/F INS LIABILITY	0.00
001-2252	NON-CURRENT OPEB LIABILITY	0.00
001-2254	NET PENSION OBLIG.-FIRE R/R	0.00
001-2275	UNCLAIMED PROPERTY	67,744.14
001-2276	SEVERANCE PAY LIABILITY	0.00
001-2277	CATASTROPHIC LEAVE PAYABLE	25,657.84
001-2699	ADVANCES FROM OTHER FUNDS	16,000,000.00
001-2732	ICMA PENSION	0.00
001-2799	CLEARING	0.00
001-2900	DEFERRED TAXES	2,256,088.72
001-2901	DEFERRED REV-REFUSE COLL	66,823.93
001-2902	DEFERRED REVENUE	39,239.04
001-2903	DEFERRED - MUNICIPAL COURT	636,857.00
001-2924	DEF REV-ENTERGY FRANCHISE	-0.09
001-2930	DEFERRED LEASE REVENUE	2,666,067.56
	Total Liability:	**25,344,577.94**

Equity

001-3000	BUDGETARY FUND BALANCE	0.00
001-3010	APPROPRIATION CONTROL	0.00
001-3020	REVENUE ESTIMATE CONTROL	0.00
001-3030	RESERVE FOR ENCUMBRANCE	0.00
001-3031	PRIOR YEARS RESERVE FOR ENCUMB	0.00
001-3040	ENCUMBRANCE CONTROL	0.00
001-3041	PRIOR YEARS ENCUMB CONTROL	0.00
001-3114	RESERVE-DEFERRED EXPENDITURES	0.00
001-3140	RETAINED RISK-SFUND INS	0.00
001-3150	FUND BALANCE/RES FOR INV	0.00

Balance Sheet

Account	Name	Balance
001-3151	RES FOR RESTRICTED ASSETS	0.00
001-3160	FUND BALANCE/UNRESERVED	0.00
001-3161	FND BAL/CONVENTION BUREAU	0.00
001-3162	DESIGNATED FOR EQUIPMENT REPL.	0.00
001-3170	RESTRICTED FOR DEBT SERVICE	0.00
001-3410	INVENTORIES	106,371.00
001-3420	PREPAID ITEMS	105,174.00
001-3452	COURT TECHNOLOGY FUND	0.00
001-3453	COURT EFFICIENCY FUND	0.00
001-3454	COURT SECURITY FUND	0.00
001-3455	SEIZED ASSETS	2,075,943.81
001-3456	JUVENILE CASE MANAGER	0.00
001-3457	TRUANCY PREVENTION FUND	0.00
001-3458	COMMERCIAL VEHICLE ENFORCEMENT PR	0.00
001-3460	RED LIGHT CAMERAS	254,183.00
001-3466	STATE FRANCHISE 1% PEG FEE	788,133.85
001-3467	TREE MITIGATION REVENUE	870,996.20
001-3468	FY APPROPRIATIONS	0.00
001-3469	SEV PAY 2% SINKING FUND	30,277.88
001-3470	DEBT SERVICE	0.00
001-3473	SELF FUNDED INSURANCE	0.00
001-3474	TREE ENFORCEMENT	390,934.12
001-3600	UNASSIGNED	89,458,940.15
	Total Beginning Equity:	**94,080,954.01**
Total Revenue		126,077,220.89
Total Expense		117,552,899.02
Revenues Over/Under Expenses		**8,524,321.87**
	Total Equity and Current Surplus (Deficit):	**102,605,275.88**
	Total Liabilities, Equity and Current Surplus (Deficit):	**127,949,853.82**

CITY OF CONROE
FISCAL YEAR 2025-2026
STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE
PERIOD ENDING 07-31-2026

GENERAL FUND

SOURCE OF FUNDS	ACTUAL JULY 2026	ACTUAL JULY 2025	VARIANCE 1 FAVORABLE (UNFAVORABLE)	%	ACTUAL YTD 2026	ACTUAL YTD 2025	VARIANCE 2 FAVORABLE (UNFAVORABLE)	%	ANNUAL BUDGET	BUDGET REMAINING	%
REVENUES:											
4010 - CURRENT TAXES	100,019.97	50,869.81	49,150.16	97%	48,581,193.53	45,097,025.14	3,484,168.39	8%	47,873,933.00	(707,260.53)	101%
4020 - DELINQUENT TAX	13,058.80	(7,158.28)	20,217.08	-282%	642,434.91	194,231.23	448,203.68	231%	125,247.00	(517,187.91)	513%
4030 - FRANCHISE FEES	311,343.31	355,972.71	(44,629.40)	-13%	6,595,345.39	4,569,043.22	2,026,302.17	44%	9,448,560.00	2,853,214.61	70%
4035 - NETWORK NODES RECEIPTS	-	-	-	0%	850.00	500.00	350.00	70%	2,250.00	1,400.00	38%
4040 - SALES TAX	4,358,281.76	4,251,675.81	106,605.95	3%	45,447,836.82	44,528,685.70	919,151.12	2%	53,325,665.00	7,877,828.18	85%
4070 - MIXED BEVERAGE	51,912.10	56,146.37	(4,234.27)	-8%	350,460.19	342,360.47	8,099.72	2%	530,263.00	179,802.81	66%
4080 - IN LIEU OF TAXES	-	-	-	0%	1,526,961.00	-	1,526,961.00	0%	1,526,961.00	-	100%
4510 - LICENSES	-	250.00	(250.00)	-100%	41,530.88	3,931.50	37,599.38	956%	5,393.00	(36,137.88)	770%
4520 - PERMITS	585,660.59	618,308.71	(32,648.12)	-5%	6,250,922.29	6,884,344.47	(633,422.18)	-9%	7,635,165.00	1,384,242.71	82%
4521 - STORM WATER PERMITS	27,200.00	15,649.22	11,550.78	74%	183,157.60	197,070.22	(13,912.62)	-7%	225,983.00	42,825.40	81%
4530 - WRECKER/TAXI PERMITS	15.00	15.00	-	0%	3,905.00	2,025.00	1,880.00	93%	2,136.00	(1,769.00)	183%
4532 - ALARM PERMITS-NEW/RENEWAL	7,769.17	8,007.08	(237.91)	-3%	83,382.03	76,186.32	7,195.71	9%	101,279.00	17,896.97	82%
4533 - EXCESSIVE ALARM FEES	3,000.00	7,900.00	(4,900.00)	-62%	29,570.00	28,200.00	1,370.00	5%	51,098.00	21,528.00	58%
5010 - REFUSE COLLECTION	79,190.27	56,087.88	23,102.39	41%	702,963.88	490,032.34	212,931.54	43%	629,100.00	(73,863.88)	112%
5020 - COPIES	1,056.60	716.44	340.16	47%	11,158.09	14,939.91	(3,781.82)	-25%	16,987.00	5,828.91	66%
5040 - PLANNING & ZONING FEES	85,473.01	68,744.39	16,728.62	24%	1,108,990.95	1,113,615.18	(4,624.23)	0%	1,241,521.00	132,530.05	89%
5117 - CODE ENFORCEMENT FEE	-	-	-	0%	25.00	335.00	(310.00)	-93%	-	(25.00)	0%
5122 - CODE VIOLATION	-	-	-	0%	2,000.00	-	2,000.00	0%	335.00	(1,665.00)	597%
5150 - SERVICE CHARGES	36.00	46.50	(10.50)	-23%	407.00	917.00	(510.00)	-56%	1,084.00	677.00	38%
5190 - TICKET SALES	1,473.00	683.00	790.00	116%	5,414.90	78,350.89	(72,935.99)	-93%	130,883.00	125,468.10	4%
5191 - TICKET SALES - FIXED ROUTE	834.65	2,472.32	(1,637.67)	-66%	16,008.13	20,967.13	(4,959.00)	-24%	20,333.00	4,324.87	79%
5192 - TICKET SALES - ADA	160.00	901.00	(741.00)	-82%	7,989.34	8,864.87	(875.53)	-10%	10,148.00	2,158.66	79%
5193 - COMMUTER SERVICE FARES	12,255.00	6,945.88	5,309.12	76%	122,652.00	13,238.88	109,413.12	826%	-	(122,652.00)	0%
5510 - TRAFFIC & CRIMINAL FINES	77,305.76	108,928.05	(31,622.29)	-29%	878,700.56	1,225,792.87	(347,092.31)	-28%	1,442,689.00	563,988.44	61%
5540 - COMMERCIAL VEHICLE FINES	666.80	2,074.00	(1,407.20)	-68%	11,737.00	8,245.84	3,491.16	42%	9,543.00	(2,194.00)	123%
6010 - INTEREST ON INVESTMENTS	339,869.42	429,371.75	(89,502.33)	-21%	3,313,739.27	3,424,794.29	(111,055.02)	-3%	2,459,995.00	(853,744.27)	135%
6020 - PENALTY & INTEREST	22,591.44	16,293.31	6,298.13	39%	286,748.58	232,345.30	54,403.28	23%	212,436.00	(74,312.58)	135%

CITY OF CONROE

CITY OF CONROE
FISCAL YEAR 2025-2026
STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE
PERIOD ENDING 07-31-2026

GENERAL FUND

SOURCE OF FUNDS	ACTUAL JULY 2026	ACTUAL JULY 2025	VARIANCE 1 FAVORABLE (UNFAVORABLE)	%	ACTUAL YTD 2026	ACTUAL YTD 2025	VARIANCE 2 FAVORABLE (UNFAVORABLE)	%	ANNUAL BUDGET	BUDGET REMAINING	%
6030 - LEASE INCOME	25,822.38	33,438.70	(7,616.32)	-23%	374,479.30	492,003.57	(117,524.27)	-24%	230,000.00	(144,479.30)	163%
6036 - PROCEEDS - SALES OF CAPITAL ASSETS	-	120,000.00	(120,000.00)	-100%	53,683.30	280,000.00	(226,316.70)	-81%	-	(53,683.30)	0%
6049 - RENTALS	73,976.78	46,421.65	27,555.13	59%	378,050.54	333,503.16	44,547.38	13%	405,686.00	27,635.46	93%
6050 - RECREATIONAL	311,158.13	136,551.17	174,606.96	128%	1,183,092.09	622,718.32	560,373.77	90%	817,433.00	(365,659.09)	145%
6051 - PARKS PROGRAMS	350,062.22	176,041.56	174,020.66	99%	1,326,719.57	1,274,644.15	52,075.42	4%	1,653,256.00	326,536.43	80%
6052 - PARKS DONATIONS	1,713.77	348.00	1,365.77	392%	90,202.53	97,635.72	(7,433.19)	-8%	106,354.00	16,151.47	85%
6053 - ANIMAL SHELTER FEES	(21,810.30)	28,608.50	(50,418.80)	-176%	57,366.94	77,321.50	(19,954.56)	-26%	40,200.00	(17,166.94)	143%
6054 - TREE MITIGATION REVENUE	-	-	-	0%	460,910.00	-	460,910.00	0%	5,525.00	(455,385.00)	8342%
6056 - TREE ENFORCEMENT REVENUE	-	-	-	0%	-	12,000.00	(12,000.00)	-100%	12,000.00	12,000.00	0%
6060 - UNANTICIPATED REVENUES	8,633.03	11,653.74	(3,020.71)	-26%	42,784.38	226,967.46	(184,183.08)	-81%	157,038.00	114,253.62	27%
6070 - SHORT & OVER	-	0.81	(0.81)	-100%	(0.89)	64.39	(65.28)	-101%	-	0.89	0%
6080 - DONATIONS	767.00	1,084.29	(317.29)	-29%	132,471.33	92,280.52	40,190.81	44%	103,426.00	(29,045.33)	128%
6105 - SEIZED ASSETS - INTERGOV	8,865.92	1,439.83	7,426.09	516%	305,565.71	99,073.24	206,492.47	208%	-	(305,565.71)	0%
6106 - INTERGOVERNMENTAL - LOCAL	327,626.85	201,633.64	125,993.21	62%	2,450,637.77	2,324,722.39	125,915.38	5%	2,909,176.00	458,538.23	84%
6107 - INTERGOVERNMENTAL - STATE	674,199.25	-	674,199.25	0%	1,914,344.12	626,305.84	1,288,038.28	206%	861,870.00	(1,052,474.12)	222%
6108 - INTERGOVERNMENTAL - FEDERAL	216,322.07	328,238.70	(111,916.63)	-34%	374,443.91	1,165,413.77	(790,969.86)	-68%	410,608.00	36,164.09	91%
6110 - INSURANCE PROCEEDS	21,110.58	8,704.84	12,405.74	143%	250,165.95	170,878.37	79,287.58	46%	82,853.00	(167,312.95)	302%
6550 - TRANSFER IN	(50.00)	31,006.00	(31,056.00)	-100%	476,220.00	451,060.00	25,160.00	6%	2,653,214.00	2,176,994.00	18%
TOTAL REVENUES:	**8,077,570.33**	**7,176,072.38**	**901,497.95**	**13%**	**126,077,220.89**	**116,902,635.17**	**9,174,585.72**	**8%**	**137,477,626.00**	**11,400,405.11**	**92%**
EXPENDITURES											
1041 - ADMINISTRATION	13,823.44	67,905.96	(54,082.52)	-80%	1,473,919.75	614,655.15	859,264.60	140%	818,117.00	(655,802.75)	180%
1042 - MAYOR AND CITY COUNCIL	264,716.92	71,225.89	193,491.03	272%	895,304.37	643,130.35	252,174.02	39%	1,973,196.00	1,077,891.63	45%
1043 - COMMUNICATIONS	15,507.24	15,059.15	448.09	3%	130,236.60	134,894.26	(4,657.66)	-3%	217,621.00	87,384.40	60%
1044 - TRANSPORTATION	194,107.69	264,891.32	(70,783.63)	-27%	2,102,803.93	2,338,055.13	(235,251.20)	-10%	3,410,796.00	1,307,992.07	62%
1050 - DOWNTOWN DEVELOPMENT	10,220.93	11,189.39	(968.46)	-9%	102,645.47	137,620.36	(34,974.89)	-25%	530,642.00	427,996.53	19%
1060 - LEGAL	83,294.17	146,781.39	(63,487.22)	-43%	1,177,044.63	729,912.90	447,131.73	61%	984,284.00	(192,760.63)	120%
1070 - MUNICIPAL COURT	183,355.01	137,112.63	46,242.38	34%	954,864.34	932,107.79	22,756.55	2%	1,454,378.00	499,513.66	66%
1080 - FACILITIES MANAGEMENT	115,041.34	110,159.73	4,881.61	4%	938,602.66	777,455.42	161,147.24	21%	1,691,369.00	752,766.34	55%
1100 - FINANCE	179,114.93	165,848.68	13,266.25	8%	1,905,226.01	2,157,745.71	(252,519.70)	-12%	2,988,810.00	1,083,583.99	64%
1110 - CDBG ADMINISTRATION	1,529.64	30,381.72	(28,852.08)	-95%	139,904.96	169,155.40	(29,250.44)	-17%	283,255.00	143,350.04	49%
1120 - PURCHASING-WAREHOUSE	81,700.84	64,523.78	17,177.06	27%	450,482.69	791,752.12	(341,269.43)	-43%	888,686.00	438,203.31	51%
1130 - INFORMATION TECHNOLOGY	614,240.41	404,451.68	209,788.73	52%	5,220,742.23	4,667,711.18	553,031.05	12%	6,093,841.00	873,098.77	86%
1160 - HUMAN RESOURCES	132,944.36	116,715.13	16,229.23	14%	1,324,658.53	1,092,496.63	232,161.90	21%	1,339,361.00	14,702.47	99%
1200 - POLICE	3,283,972.96	2,950,311.17	333,661.79	11%	26,398,546.54	24,386,674.65	2,011,871.89	8%	31,789,718.00	5,391,171.46	83%

CITY OF CONROE
FISCAL YEAR 2025-2026
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AND CHANGES IN FUND BALANCE
PERIOD ENDING 07-31-2026

GENERAL FUND

SOURCE OF FUNDS	ACTUAL JULY 2026	ACTUAL JULY 2025	VARIANCE 1 FAVORABLE (UNFAVORABLE)	%	ACTUAL YTD 2026	ACTUAL YTD 2025	VARIANCE 2 FAVORABLE (UNFAVORABLE)	%	ANNUAL BUDGET	BUDGET REMAINING	%
1206 - POLICE ANIMAL SERVICES	173,628.06	139,655.86	33,972.20	24%	1,153,895.53	764,129.32	389,766.21	51%	1,717,699.00	563,803.47	67%
1209 - COMMERCIAL VEHICLE ENFORCEMENT PROGRAM	16,313.08	16,145.64	167.44	1%	136,015.64	127,632.53	8,383.11	7%	166,536.00	30,520.36	82%
1300 - FIRE	3,259,688.65	2,958,304.80	301,383.85	10%	23,747,076.63	21,000,428.86	2,746,647.77	13%	27,453,270.00	3,706,193.37	86%
1400 - PARKS & RECREATION ADMINISTRATION	104,731.44	93,966.26	10,765.18	11%	845,743.32	693,719.46	152,023.86	22%	1,121,979.00	276,235.68	75%
1410 - CK RAY RECREATION CENTER	98,143.80	112,362.72	(14,218.92)	-13%	942,271.57	967,942.32	(25,670.75)	-3%	1,238,502.00	296,230.43	76%
1430 - SENIOR CENTER	86,046.09	31,867.52	54,178.57	170%	535,092.37	204,886.07	330,206.30	161%	484,753.00	(50,339.37)	110%
1440 - AQUATIC CENTER	246,437.26	196,549.19	49,888.07	25%	1,139,468.28	1,019,237.16	120,231.12	12%	1,533,801.00	394,332.72	74%
1450 - PARKS OPERATIONS	283,833.20	294,870.73	(11,037.53)	-4%	2,476,013.03	2,368,106.35	107,906.68	5%	3,384,354.00	908,340.97	73%
1470 - OSCAR JOHNSON JR. ENRICHMENT & RECREATION CENTER	266,700.28	249,948.57	16,751.71	7%	2,181,940.47	1,685,960.15	495,980.32	29%	3,118,276.00	936,335.53	70%
1500 - COMMUNITY DEVELOPMENT	139,586.51	191,317.36	(51,730.85)	-27%	2,356,027.77	1,296,256.51	1,059,771.26	82%	2,309,333.00	(46,694.77)	102%
1530 - DRAINAGE MAINTENANCE	96,256.08	111,206.17	(14,950.09)	-13%	847,714.24	730,112.28	117,601.96	16%	1,527,004.00	679,289.76	56%
1540 - STREETS MAINTENANCE	452,980.94	472,657.27	(19,676.33)	-4%	4,243,817.05	3,738,370.47	505,446.58	14%	5,843,310.00	1,599,492.95	73%
1550 - SIGNAL MAINTENANCE	103,082.77	81,018.05	22,064.72	27%	838,466.83	801,243.30	37,223.53	5%	1,949,491.00	1,111,024.17	43%
1560 - SIGN MAINTENANCE	74,587.62	91,083.63	(16,496.01)	-18%	690,716.59	750,846.02	(60,129.43)	-8%	958,303.00	267,586.41	72%
1570 - ENGINEERING	422,150.54	328,656.38	93,494.16	28%	4,031,614.20	2,908,917.63	1,122,696.57	39%	5,102,834.00	1,071,219.80	79%
1580 - BUILDING INSPECTIONS & PERMITS	178,722.68	194,436.19	(15,713.51)	-8%	1,605,156.67	1,793,058.24	(187,901.57)	-10%	2,333,789.00	728,632.33	69%
1700 - WAREHOUSE STOCK	(39,358.71)	(38,748.88)	(609.83)	2%	(213,120.47)	73,895.56	(287,016.03)	-388%	-	213,120.47	0%
1800 - GF NON-DEPARTMENTAL	709,349.03	708,324.69	1,024.34	0%	26,780,006.59	17,865,294.79	8,914,711.80	50%	20,964,246.00	(5,815,760.59)	128%
TOTAL EXPENDITURE:	**11,846,449.20**	**10,790,179.77**	**1,056,269.43**	**10%**	**117,552,899.02**	**98,363,404.07**	**19,189,494.95**	**20%**	**135,671,554.00**	**18,118,654.98**	**87%**
EXCESS/DEFIC:	(3,768,878.87)	(3,614,107.39)	(154,771.48)	4%	8,524,321.87	18,539,231.10	(10,014,909.23)		1,806,072.00	(6,718,249.87)	
FUND BALANCE, BEGINNING	107,657,004.77	99,843,232.55			95,363,804.03	77,689,894.06					
FUND BALANCE, ENDING	**103,888,125.90**	**96,229,125.16**			**103,888,125.90**	**96,229,125.16**					



WATER AND SEWER OPERATING FUND'S FINANCIAL STATEMENTS

Account	Name	Balance
Fund: 002 - WATER & SEWER OPERATING		
Assets		
002-1001	Claim on CASH	3,282,606.71
002-1002	PETTY CASH	0.00
002-1005	RETURNED CHECKS	0.00
002-1006	CASH BOX/DRAWER	3,400.00
002-1007	JACK KIOSK CASH	1,200.00
002-1012	COC Sweep Alternative	665,808.38
002-1102	ALLOW FOR UNCOLL. ACCT.	-77,766.49
002-1104	A/R-UTILITY REFUNDS DUE	-2,720.34
002-1105	ACCOUNTS RECEIVABLE	7,997,248.98
002-1106	W/S RECEIVABLES-ACCRUAL	3,549,336.97
002-1107	ACCTS REC - UTILITY AMP	26,453.37
002-1108	ACCTS REC - UNAPP UTIL CREDITS	-432,949.86
002-1109	ACCTS REC-MISC UB/PW ADM	143,690.93
002-1110	LEASE RECEIVABLE	150.00
002-1111	RECEIVABLE SEC INTEREST	0.00
002-1113	UNAPPLIED CASH (AR MISC)	0.00
002-1114	A/R-FUEL PURCHASE	0.00
002-1116	MISC. RECEIVABLE	215,376.06
002-1120	RECEIVABLE TAPS	0.00
002-1122	SWEEP INTEREST RECEIVABLE	0.00
002-1130	SEWER ASSESS RECEIVABLE	0.00
002-1131	UNBILLED S ASSESS REC	0.00
002-1132	ALLOW S. ASSESS REC	2,249.33
002-1139	PORTER SUD RECEIVABLES	0.00
002-1140	RECEIVABLE ALARMS	0.00
002-1141	ACCTS REC EXCESS NP ALARMS	0.00
002-1146	GRANTS RECEIVABLE	0.00
002-1148	AR SENT TO COLLECTIONS	1,130,559.83
002-1500	DUE FROM OTHER FUNDS	0.00
002-1506	DUE FROM SPECIAL REVENUE	0.00
002-1510	INTEREST RECEIVABLE	0.00
002-1511	RENT RECEIVABLE	0.00
002-1515	PREMIUM (DISCOUNT) ON INVESTMENTS	0.00
002-1516	DUE FROM EMPLOYEES	0.00
002-1518	PREPAID RETAINER FOR MAILINGS	8,000.00
002-1537	DUE FROM GENERAL FUND	0.00
002-1552	INVENTORY - WATER & SEWER	2,067,251.90
002-1555	INVESTMENTS - TEXPOOL	4,312,859.20
002-1556	INVESTMENTS - REPO SWEEP	0.00
002-1561	INVESTMENTS - TEXSTAR	11,587,028.83
002-1562	INVESTMENTS - T CLASS/MBIA	9,490,535.95
002-1564	INVESTMENTS - IDP	0.00
002-1566	INVESTMENTS-TEXAS CLASS GOVT FUND	20,398,862.46
002-1567	INVESTMENTS - LOGIC	12,588,593.02
002-1601	INVESTMENTS-GOVT CASH IG	0.00
002-1602	INVESTMENTS - TREAS NOTE	0.00
002-1603	DISCOUNT ON T-BILL	0.00
002-1604	INVESTMENTS FNMAD	0.00
002-1605	DISCOUNT ON FNMAD	0.00
002-1606	INVESTMENTS FFCBC	0.00
002-1607	DISCOUNT ON FFCBC	0.00
002-1608	INVESTMENTS FHLBC	0.00
002-1609	DISCOUNT ON FHLBC	0.00

Balance Sheet

Account	Name	Balance	
002-1610	INVESTMENTS FHLMC	0.00	
002-1611	DISCOUNT ON FHLMC	0.00	
002-1612	INVESTMENTS MUNICIPAL BONDS	0.00	
002-1670	INVESTMENTS - FMV ADJUSTMENT	0.00	
002-1700	N/R NORTHWOOD ACRES	0.00	
002-1701	N/R WOODLAND ESTATES	7,182.95	
002-1705	DEFERRED OUTFLOWS - CONTRIBUTIONS	528,097.00	
002-1706	DEFERRED OUTFLOWS - OPEB CONTRIBUT	449,299.00	
002-1708	ALLOW FOR UNCOLL. ACCT.	-7,182.95	
002-1710	DEFERRED OUTFLOWS - OTHER PENSION	916,424.00	
002-1715	DEFERRED OUTFLOWS - OTHER OPEB	459,927.00	
002-1818	INTANG. ASSETS-INDEFINITE LIFE	1,721,379.78	
002-1819	INTANGIBLE ASSETS	0.00	
002-1830	LAND	2,701,906.08	
002-1835	BUILDING & IMPROVEMENTS	8,924,881.61	
002-1839	CONSTRUCTION IN PROGRESS	36,908,881.94	
002-1840	INFRASTRUCTURE	476,738,377.38	
002-1858	MACHINERY & EQUIPMENT	14,198,442.13	
002-1860	RIGHT-OF-USE ASSET	34,671.35	
002-1861	SUBSCRIPTION ASSETS	58,921.40	
002-1940	ACCUM. AMORT. - LEASES	-21,839.23	
002-1941	ACCUMULATED AMORT.-SUBSCRIPTIONS	-45,882.32	
002-1950	ACCUM. DEPR - BUILDINGS	-1,840,799.86	
002-1960	ACCUM. DEPR.-MACHINERY & EQUIP.	-8,449,272.83	
002-1970	ACCUM. DEPR. - INFRASTRUCTURE	-157,908,564.04	
	Total Assets:	**452,332,625.62**	**452,332,625.62**
Liability			
002-2009	AP ACCRUALS	1,461,341.00	
002-2010	ACCOUNTS PAYABLE	-0.01	
002-2012	CONROE BEAUTIFICATION	0.00	
002-2016	RETAINAGE PAYABLE	0.00	
002-2017	AQUA TEXAS LIABILITY	1,280.00	
002-2018	ACCRUED PAYROLL	0.00	
002-2021	SJRA-GRP CONTRACT LIABILITY	0.00	
002-2029	LSGCD-GRP LIABILITY-SJRA	0.00	
002-2031	REFUNDABLE DEPOSITS	0.00	
002-2034	NON CURR W&S DEP LIAB	630,289.00	
002-2035	W/S DEPOSIT LIABILITY	1,886,851.28	
002-2037	REIMB PERF/MAINT BONDS	92,715.75	
002-2040	CONTRACTS PAYABLE REIMB	0.00	
002-2041	ACC.INTEREST-CONT.PAY.	0.00	
002-2050	UTILITY BILL ASSISTANCE DONATIONS	0.00	
002-2100	DUE TO OTHER GOVERNMENTS	0.00	
002-2101	DUE TO OTHER DISTRICTS	0.00	
002-2150	DUE TO GENERAL FUND	0.00	
002-2230	ACCRUED WAGES PAYABLE	0.00	
002-2235	COMPENSATED ABSENCES	529,589.03	
002-2236	NON-CURR COMP ABSENCES	1,531,134.07	
002-2248	SUBSCRIPTION LIABILITY - CURRENT	0.00	
002-2249	LEASE LIABILITY - CURRENT	7,051.80	
002-2250	COMPENSATED ABSENCES	0.00	
002-2251	ACC'D S/F INS LIABILITY	0.00	
002-2252	NON-CURRENT OPEB LIABILITY	1,070,182.00	
002-2253	NET PENSION LIABILITY/TMRS	3,870,379.00	
002-2260	NONCURR PORTION LT DEBT	0.00	
002-2277	CATASTROPHIC LEAVE PAYABLE	0.00	
002-2330	DEFERRED REV.W/S ASSESS	0.00	
002-2560	LEASE LIABILITY	6,143.49	
002-2561	SUBSCRIPTION LIABILITY	0.00	
002-2610	NET ASSTS, INV CAP ASSETS	0.00	

Balance Sheet

Account	Name	Balance
002-2620	NET ASSETS, RESTRICTED	0.00
002-2810	DEFERRED INFLOWS - OTHER PENSION	472,719.00
002-2815	DEFERRED INFLOWS - OTHER OPEB	1,422,275.00
	Total Liability:	**12,981,950.41**
Equity		
002-3000	BUDGETARY FUND BALANCE	0.00
002-3010	APPROPRIATION CONTROL	0.00
002-3020	REVENUE ESTIMATE CONTROL	0.00
002-3030	RESERVE FOR ENCUMBRANCE	0.00
002-3031	PRIOR YEARS RESERVE FOR ENCUMB	0.00
002-3040	ENCUMBRANCE CONTROL	0.00
002-3041	PRIOR YEARS ENCUMB CONTROL	0.00
002-3140	RETAINED RISK-SFUND INS	0.00
002-3160	FUND BALANCE/UNRESERVED	8,448,373.55
002-3180	CONTRIBUTED CAPITAL	0.00
002-3300	NET ASSETS INV CAP ASSETS	422,169,316.34
002-3301	NET ASSETS, RESTRICTED	0.00
002-3302	NET ASSETS, INVESTED	0.00
002-3700	PRIOR PERIOD ADJUSTMENT	0.00
	Total Beginning Equity:	**430,617,689.89**
Total Revenue		70,272,153.63
Total Expense		61,539,168.31
Revenues Over/Under Expenses		**8,732,985.32**
	Total Equity and Current Surplus (Deficit):	**439,350,675.21**
	Total Liabilities, Equity and Current Surplus (Deficit):	**452,332,625.62**

CITY OF CONROE

CITY OF CONROE
FISCAL YEAR 2025-2026
STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE
PERIOD ENDING 07-31-2026

WATER AND SEWER OPERATING FUND

SOURCE OF FUNDS	ACTUAL JULY 2026	ACTUAL JULY 2025	VARIANCE 1 FAVORABLE (UNFAVORABLE)	%	ACTUAL YTD 2026	ACTUAL YTD 2025	VARIANCE 2 FAVORABLE (UNFAVORABLE)	%	ANNUAL BUDGET	BUDGET REMAINING	%
REVENUES:											
5100 - WATER CHARGES	1,997,070.59	1,796,331.59	200,739.00	11%	17,908,952.76	16,990,752.87	918,199.89	5%	21,299,439.00	3,390,486.24	84%
5105 - GR WATER CONSERVATION FEE	74,084.50	25,073.86	49,010.64	195%	281,735.60	234,074.80	47,660.80	20%	303,118.00	21,382.40	93%
5109 - MFR LIFELINE CREDIT	(1,413.72)	(1,394.80)	(18.92)	1%	(13,453.13)	(9,864.04)	(3,589.09)	36%	5,556.00	19,009.13	-242%
5110 - SEWER CHARGES	3,202,941.20	2,934,553.60	268,387.60	9%	30,503,870.57	27,483,214.61	3,020,655.96	11%	34,331,536.00	3,827,665.43	89%
5115 - SURFACE WATER FEE	1,311,446.77	1,330,837.17	(19,390.40)	-1%	12,045,441.74	12,415,368.32	(369,926.58)	-3%	15,079,566.00	3,034,124.26	80%
5119 - MFR LIFELINE CREDIT - SEWER	(4,707.78)	(4,646.84)	(60.94)	1%	(44,801.65)	(32,862.61)	(11,939.04)	36%	18,509.00	63,310.65	-242%
5120 - WATER TAPS	104,675.00	127,840.00	(23,165.00)	-18%	632,157.94	741,957.50	(109,799.56)	-15%	931,342.00	299,184.06	68%
5130 - SEWER TAPS	7,500.00	4,200.00	3,300.00	79%	51,200.00	35,100.00	16,100.00	46%	67,877.00	16,677.00	75%
5140 - RECONNECTS	70.00	630.00	(560.00)	-89%	2,765.00	5,335.00	(2,570.00)	-48%	5,615.00	2,850.00	49%
5150 - SERVICE CHARGES	105,860.53	83,491.75	22,368.78	27%	997,821.65	747,032.25	250,789.40	34%	861,733.00	(136,088.65)	116%
5180 - PRETREATMENT FEES	24,402.23	8,038.72	16,363.51	204%	317,609.12	271,223.08	46,386.04	17%	343,937.00	26,327.88	92%
6010 - INTEREST ON INVESTMENTS	183,417.49	183,300.41	117.08	0%	1,611,522.21	2,062,323.92	(450,801.71)	-22%	1,483,719.00	(127,803.21)	109%
6020 - PENALTY & INTEREST	62,310.32	61,915.29	395.03	1%	604,453.95	593,588.18	10,865.77	2%	728,568.00	124,114.05	83%
6025 - IRRIGATION VIOLATIONS	-	17,200.00	(17,200.00)	-100%	103,300.00	132,800.00	(29,500.00)	-22%	115,600.00	12,300.00	89%
6030 - LEASE INCOME	-	-	-	0%	-	-	-	0%	300.00	300.00	0%
6060 - UNANTICIPATED REVENUES	1,098.00	199.12	898.88	451%	1,808,894.52	17,227.52	1,791,667.00	10400%	28,480.00	(1,780,414.52)	6351%
6070 - SHORT & OVER	0.32	9.81	(9.49)	-97%	(29.24)	178.52	(207.76)	-116%	-	29.24	0%
6106 - INTERGOVERNMENTAL - LOCAL	273,529.43	302,855.74	(29,326.31)	-10%	3,461,212.59	2,665,576.66	795,635.93	30%	2,926,671.00	(534,541.59)	118%
6107 - INTERGOVERNMENTAL - STATE	-	-	-	0%	(1,875.00)	-	(1,875.00)	0%	-	1,875.00	0%
6110 - INSURANCE PROCEEDS	-	-	-	0%	1,375.00	-	1,375.00	0%	-	(1,375.00)	0%
6550 - TRANSFER IN	-	17,636.83	(17,636.83)	-100%	-	176,368.30	(176,368.30)	-100%	-	-	0%
TOTAL REVENUES:	7,342,284.88	6,888,072.25	454,212.63	7%	70,272,153.63	64,529,394.88	5,742,758.75	9%	78,531,566.00	8,259,412.37	89%
EXPENDITURES											
2800 - UTILITY BILLING	320,850.23	334,978.67	(14,128.44)	-4%	2,382,059.51	2,607,112.00	(225,052.49)	-9%	3,607,277.00	1,225,217.49	66%
2810 - PUBLIC WORKS	111,609.16	268,071.28	(156,462.12)	-58%	2,371,793.32	2,050,657.25	321,136.07	16%	2,751,114.00	379,320.68	86%
2820 - WATER	454,928.10	523,533.93	(68,605.83)	-13%	5,198,906.81	6,414,448.19	(1,215,541.38)	-19%	7,062,205.00	1,863,298.19	74%
2821 - SURFACE WATER	1,219,716.48	1,583,606.06	(363,889.58)	-23%	12,455,803.33	14,521,956.23	(2,066,152.90)	-14%	14,983,619.00	2,527,815.67	83%
2880 - CONROE CENTRAL WASTEWATER PLANT	169,115.65	178,853.52	(9,737.87)	-5%	1,729,575.56	1,643,424.36	86,151.20	5%	2,744,415.00	1,014,839.44	63%
2881 - SOUTHWEST WASTEWATER PLANT	238,572.69	387,118.57	(148,545.88)	-38%	2,346,703.22	2,773,161.78	(426,458.56)	-15%	3,291,495.00	944,791.78	71%
2882 - SEWER	223,198.69	198,643.32	24,555.37	12%	2,009,528.63	1,772,813.53	236,715.10	13%	3,263,877.00	1,254,348.37	62%
2883 - PUMP & MOTOR MAINTENANCE	191,077.46	215,716.29	(24,638.83)	-11%	1,411,410.16	1,289,493.64	121,916.52	9%	1,695,801.00	284,390.84	83%
2900 - W&S NON-DEPARTMENTAL	388,051.07	327,175.08	60,875.99	19%	31,633,387.77	24,019,245.07	7,614,142.70	32%	33,104,403.00	1,471,015.23	96%

TOTAL EXPENDITURE:	3,317,119.53	4,017,696.72	(700,577.19)	-17%	61,539,168.31	57,092,312.05	4,446,856.26	8%	72,504,206.00	10,965,037.69	85%
EXCESS/DEFIC:	4,025,165.35	2,870,375.53	1,154,789.82	40%	8,732,985.32	7,437,082.83	1,295,902.49		6,027,360.00	(2,705,625.32)	
NET POSITION, BEGINNING	216,465,639.97	151,619,826.03			211,757,820.00	147,053,118.73					
NET POSITION, ENDING	**220,490,805.32**	**154,490,201.56**			**220,490,805.32**	**154,490,201.56**					

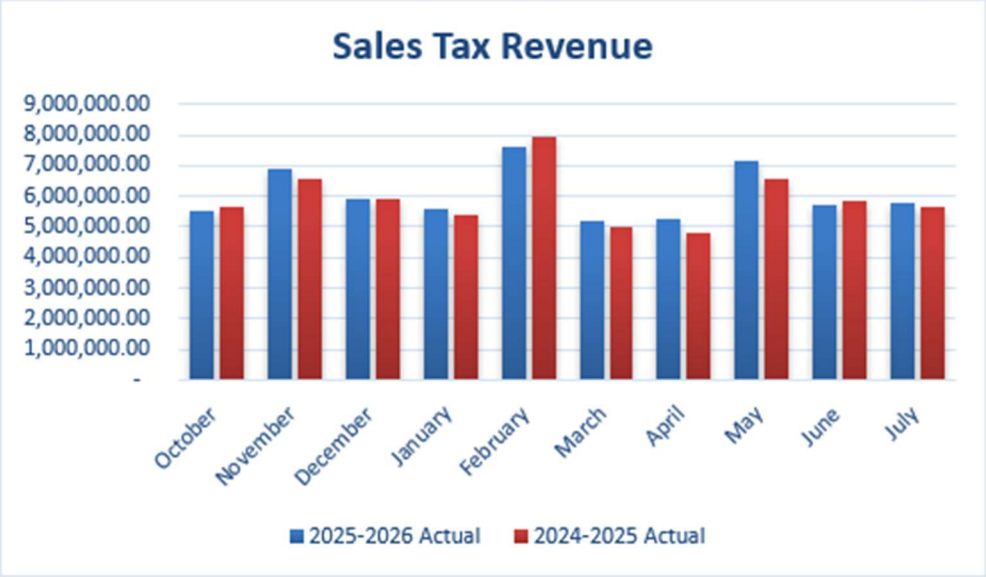
CITY OF CONROE
Est. 1904

MAIN REVENUES

CITY OF CONROE
Est. 1904

SALES TAX COMPARISON

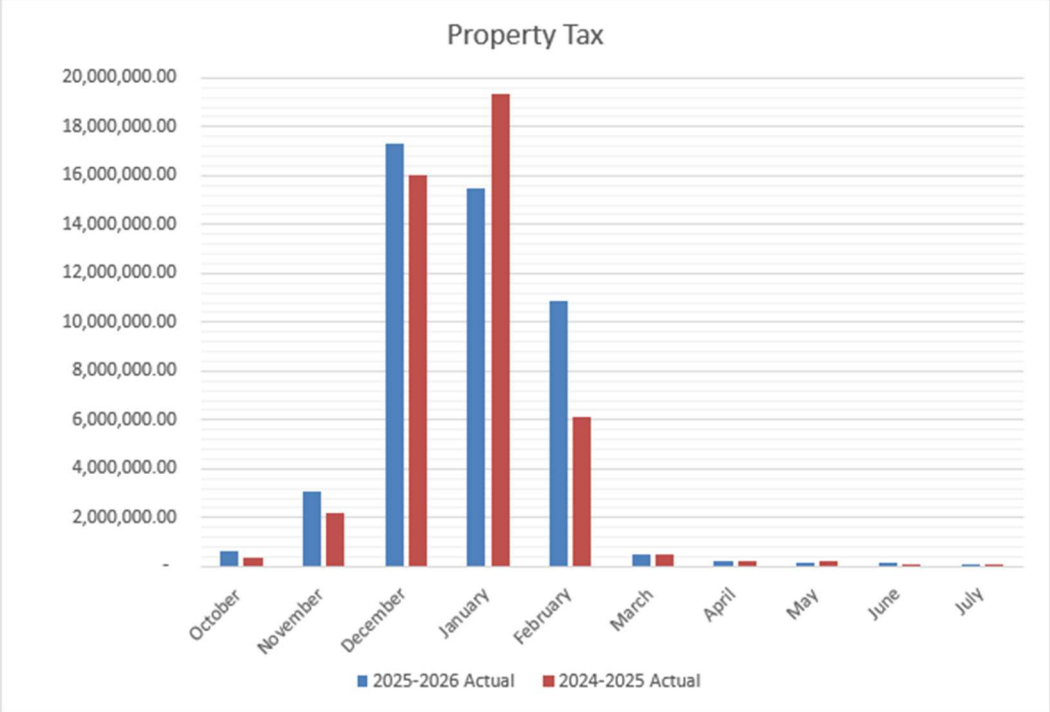
Cash Basis	FY2026			FY2025			Variance	Percentage Increase/ (Decrease)
	General Fund	CIDC	Sales Tax Revenue	General Fund	CIDC	Sales Tax Revenue		
October	4,128,798.16	1,376,266.05	5,505,064.21	4,245,704.45	1,415,234.82	5,660,939.27	-155,875.06	-2.75%
November	5,164,286.65	1,721,428.88	6,885,715.53	4,918,758.18	1,639,586.05	6,558,344.23	327,371.30	4.99%
December	4,425,382.28	1,475,127.43	5,900,509.71	4,422,166.99	1,474,055.66	5,896,222.65	4,287.06	0.07%
January	4,177,167.87	1,392,389.28	5,569,557.15	4,055,517.36	1,351,839.12	5,407,356.48	162,200.67	3.00%
February	5,712,607.03	1,904,202.33	7,616,809.36	5,963,854.92	1,987,951.64	7,951,806.56	-334,997.20	-4.21%
March	3,888,398.17	1,296,132.71	5,184,530.88	3,742,735.16	1,247,578.38	4,990,313.54	194,217.34	3.89%
April	3,956,618.24	1,318,872.75	5,275,490.99	3,615,709.78	1,205,236.58	4,820,946.36	454,544.63	9.43%
May	5,368,616.85	1,789,538.96	7,158,155.81	4,932,911.66	1,644,303.89	6,577,215.55	580,940.26	8.83%
June	4,267,679.81	1,422,559.94	5,690,239.75	4,379,651.39	1,459,883.80	5,839,535.19	-149,295.44	-2.56%
July	4,358,281.76	1,452,760.59	5,811,042.35	4,251,675.81	1,417,225.27	5,668,901.08	142,141.27	2.51%
TOTAL	**45,447,836.82**	**15,149,278.92**	**60,597,115.74**	**44,528,685.70**	**14,842,895.21**	**59,371,580.91**	**1,225,534.83**	2.06%
YEARLY BUDGET	**53,325,665.00**	**17,775,227.00**	**71,100,892.00**	**50,731,281.00**	**16,819,540.00**	**67,550,821.00**		
BALANCE	**7,877,828.18**	**2,625,948.08**	**10,503,776.26**	**6,202,595.30**	**1,976,644.79**	**8,179,240.09**		



CITY OF CONROE
Est. 1904

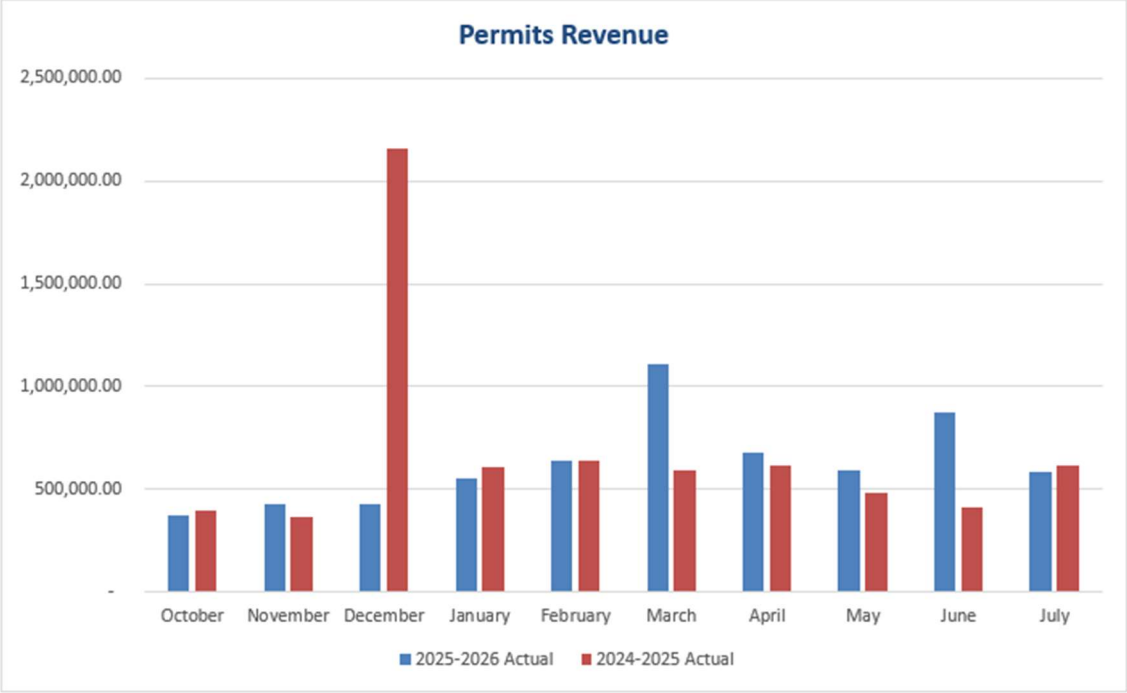
PROPERTY TAX COMPARISON

Cash Basis	FY2026 General Fund	FY2025 General Fund	Variance	Percentage Increase/ (Decrease)
October	648,621.75	327,679.00	320,942.75	97.94%
November	3,055,232.38	2,224,129.22	831,103.16	37.37%
December	17,340,877.80	16,026,310.32	1,314,567.48	8.20%
January	15,509,950.95	19,375,739.47	(3,865,788.52)	-19.95%
February	10,857,625.66	6,110,256.60	4,747,369.06	77.70%
March	524,763.73	512,764.11	11,999.62	2.34%
April	230,831.75	225,889.68	4,942.07	2.19%
May	190,094.69	231,671.05	(41,576.36)	-17.95%
June	123,174.85	11,715.88	111,458.97	951.35%
July	100,019.97	50,869.81	49,150.16	96.62%
TOTAL	**48,581,193.53**	**45,097,025.14**	**3,484,168.39**	**7.73%**
YEARLY BUDGET	**47,873,933.00**	**46,105,668.00**		
BALANCE	**(707,260.53)**	**1,008,642.86**		



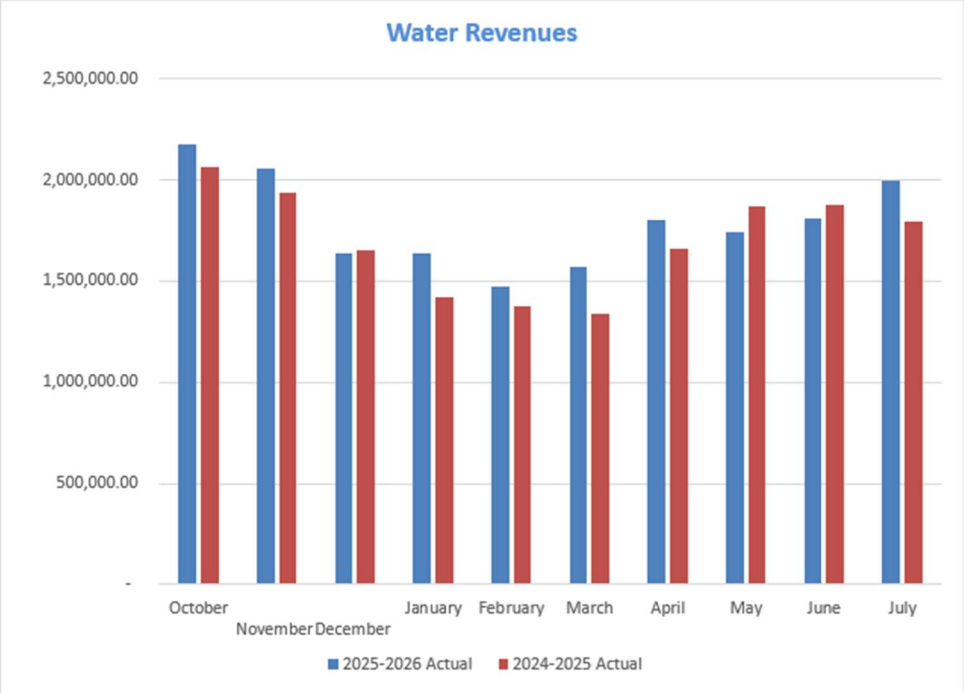
Permits- General Fund

Cash Basis	FY2026	FY2025	Variance	Percentage Increase/ (Decrease)
October	374,168.79	396,149.83	(21,981.04)	-5.55%
November	424,176.33	363,572.96	60,603.37	16.67%
December	425,679.57	2,155,414.15	(1,729,734.58)	-80.25%
January	550,075.78	609,881.82	(59,806.04)	-9.81%
February	641,838.24	637,907.43	3,930.81	0.62%
March	1,106,791.65	595,422.09	511,369.56	85.88%
April	679,384.63	612,540.78	66,843.85	10.91%
May	591,888.62	481,643.48	110,245.14	22.89%
June	871,258.09	413,503.22	457,754.87	110.70%
July	585,660.59	618,308.71	(32,648.12)	-5.28%
TOTAL	**6,250,922.29**	**6,884,344.47**	**(633,422.18)**	**-9.20%**
YEARLY BUDGET	**7,635,165.00**	**8,055,818.00**		
BALANCE	**1,384,242.71**	**1,171,473.53**		



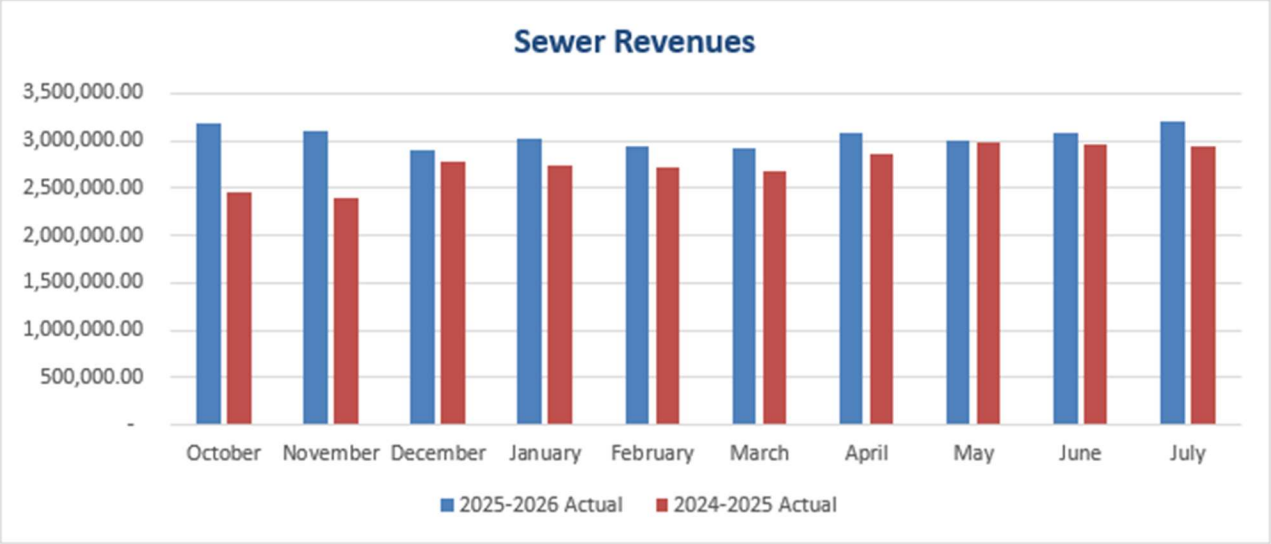
Water Revenues- W&S Operating Fund

Cash Basis	FY2026	FY2025	Variance	Percentage Increase/ (Decrease)
October	2,176,941.81	2,063,684.91	113,256.90	5.49%
November	2,060,194.14	1,934,470.49	125,723.65	6.50%
December	1,635,078.13	1,655,628.68	(20,550.55)	-1.24%
January	1,640,741.87	1,424,046.40	216,695.47	15.22%
February	1,474,283.76	1,373,970.60	100,313.16	7.30%
March	1,567,982.10	1,338,911.17	229,070.93	17.11%
April	1,803,733.28	1,656,625.47	147,107.81	8.88%
May	1,742,101.86	1,872,977.13	(130,875.27)	-6.99%
June	1,810,825.22	1,874,106.43	(63,281.21)	-3.38%
July	1,997,070.59	1,796,331.59	200,739.00	11.17%
TOTAL	**17,908,952.76**	**16,990,752.87**	**918,199.89**	**5.40%**
YEARLY BUDGET	**21,299,439.00**	**22,223,248.00**		
BALANCE	**3,390,486.24**	**5,232,495.13**		



Sewer Revenues- W& S Operating Fund

Cash Basis	FY2026	FY2025	Variance	Percentage Increase/ (Decrease)
October	3,191,074.19	2,457,947.55	733,126.64	29.83%
November	3,102,832.67	2,390,269.82	712,562.85	29.81%
December	2,912,684.53	2,782,167.88	130,516.65	4.69%
January	3,020,471.01	2,731,812.08	288,658.93	10.57%
February	2,950,111.15	2,719,305.18	230,805.97	8.49%
March	2,932,385.14	2,672,591.72	259,793.42	9.72%
April	3,084,752.00	2,854,162.09	230,589.91	8.08%
May	3,013,442.41	2,984,596.67	28,845.74	0.97%
June	3,093,176.27	2,955,808.02	137,368.25	4.65%
July	3,202,941.20	2,934,553.60	268,387.60	9.15%
TOTAL	**30,503,870.57**	**27,483,214.61**	**3,020,655.96**	**10.99%**
YEARLY BUDGET	**34,331,536.00**	**29,799,921.00**		
BALANCE	**3,827,665.43**	**2,316,706.39**		





CIP REPORTS

Capital Improvement Program (CIP Projects)
FY 25-26
As of 7/31/26

Capital Improvement Program (CIP) Projects

P-Code	Project Name	Project Type	Budget, Inception to Date	Expenditures + Encumbrances ITD	Remaining Balance	ITD as % of Budget
FIR25-18	Fire Station No. 1 Parking Lot Pavement Replacement	Facilities	308,000	258,745	49,255	84%
I26	City Hall 1st Floor Improvements	Facilities	500,000	154,466	345,534	31%
I37	Fire Department - Fire Station #8	Facilities	9,391,000	6,912,057	2,478,943	74%
SWR25-43	Sewer Rehab - Foster Oaks	Sewer	283,000	205,823	77,177	73%
J05	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105 - Mit/MOD Gran	Sewer	7,500,000	147,977	7,352,023	2%
I84	Lift Station Expansion - SH 105 West	Sewer	2,558,000	138,825	2,419,175	5%
I57	Gravity Main Replacement - Grand Lake Creek	Sewer	2,607,000	351,437	2,255,563	13%
J06	Sewer Line Rehab - Rivershire Subdivision	Sewer	4,975,000	4,685,441	289,559	94%
I97	Fiber Connectivity - South Loop 336 - West - Congressional Earmark	Signals	1,382,000	172,510	1,209,491	12%
I96	Fiber Connectivity - South Loop 336 - East - Congressional Earmark	Signals	1,154,000	193,617	960,384	17%
I76	Signals Upgrades - IH-45 at North Loop 336	Signals	1,775,000	374,654	1,400,346	21%
G95	Signal System Upgrades - City Wide Radars - 5 Year Plan	Signals	564,000	526,535	37,465	93%
J24	Signal - Metcalf at SH 75	Signals	463,000	12,368	450,632	3%
J25	Signal - SH 105 East at 6th Street	Signals	964,000	513,432	450,568	53%
I94	Street Rehab - Valwood Drive - Congressional Earmarks	Streets	5,218,000	276,874	4,941,126	5%
I95	Street Rehab and Drainage Upgrades - FM 1488 Area - Congressional Earmark	Streets	1,360,000	156,375	1,203,625	11%
I92	Street Rehab - Tanglewood-Briarwood Phase 2B Congressional Earmarks	Streets	89,000	10,506	78,494	12%
G58	Road Widening with Improvements - Old Conroe Road South Section - HGAC Participation	Streets	11,990,000	2,057,252	9,932,748	17%
H31	Road Widening with Improvements - TIRZ #3 - Old Conroe Road North Section - HGAC Partici	Streets	14,515,000	2,639,411	11,875,589	18%
I78	Street Rehab - East Semands Street Area	Streets	4,632,000	2,494,345	2,137,655	54%
WTR25-34	Water Well Re-Drilling - Plant #13 - Senate/House Funding	Water	6,000	5,550	450	93%
WTR25-35	Water Well Re-Drilling and Control Building - Plant #5 - Senate/House Funding	Water	723,000	97,762	625,238	14%
J26	Water Plant #33 - Longmire Road League Line	Water	16,000,000	159,745	15,840,255	1%
I66	Water Plant #31 - FM 2854	Water	500,000	131,774	368,226	26%
I28	Water Well & Plant - Pine Lake Cove	Water	2,246,000	1,287,564	958,436	57%
J15	Water Plant #32 - Howard Hughes	Water	16,060,000	14,274,199	1,785,801	89%
I44	Water Line Rehab - Conroe Hospital Area	Water	3,302,000	2,945,978	356,022	89%
I83	Water Well Re-Drilling - Plant #14	Water	6,152,000	4,371,368	1,780,632	71%
Total			**$ 117,217,000**	**$ 45,556,589**	**$ 71,660,411**	

Meeting Date: 08/27/2026
Department: Mayor & Council
Contact:
Submitted By: Cherilyn Williams, Assistant City Secretary

Regular Council

Item Type:

CITY OF CONROE

Item Type:
Joint Meeting:

Description
Council Minutes held July 9, 2026.

Summary / Recommendation

Attachments

Minutes 7-9-26

Mayor
Duke W. Coon

Mayor Pro Tem
John Sellars

Council Member, Place 1
David Hairel

Council Member, Place 2
Shana R. Arthur

Council Member, Place 3
Kristin Hoisington

Council Member, Place 4
Ken Blevins



CITY OF CONROE

Interim City Administrator
David M. Willard

Interim City Attorney
Loren B. Smith

City Secretary
Sami H. Quinlan

CITY OF CONROE
COUNCIL MEETING MINUTES

JULY 9, 2026 – 6:00 P.M.

CALL TO ORDER
ROLL CALL

PRESENT: *Mayor Coon*
Mayor Pro Tem Sellars
Council Members Hairel, Arthur, Hoisington, and Blevins
Interim City Administrator David Willard
Interim City Attorney Loren B. Smith
City Secretary Sami H. Quinlan

After a roll call by the City Secretary establishing a quorum was present, the Council Meeting was called to order at 6:00 p.m. by Mayor Coon.

The meeting agenda, which was posted in accordance with the Texas Government Code, Chapter 551, was presented.

Agenda packets containing data relating to agenda items had been furnished to Council Members prior to the meeting of the Council.

Agenda items were considered by the Council. The action taken concerning such item is shown on the official Council Action Sheet attached hereto and made a part of these Minutes.

After all business was properly brought before the Council had been considered, City Council adjourned.

_____
Duke W. Coon, Mayor

ATTEST:

_____
Sami H. Quinlan, City Secretary

OFFICIAL MINUTES OF THE CONROE CITY COUNCIL MEETING

INVOCATION & PLEDGE: **Pastor Steve Morris – Refuge Church**

Mayor Coon recognized the First Responders in the room.

CITIZEN INQUIRY

Deborah Farris addressed Council regarding the Flock camera system.

Joseph Senn addressed Council regarding the Flock camera system.

Betty Boren Avery addressed Council regarding the Interim City Attorney and Agenda Item 7, Lone Star Groundwater Conservation District.

Gary Reynolds addressed Council regarding the Flock camera system.

Chris Dooley addressed Council regarding the Flock camera system.

James Fletes addressed Council regarding the Flock camera system.

Josh Graff addressed Council regarding the Flock camera system.

Jennifer Ward addressed Council regarding the OJJERC playground equipment.

Nick Vonas addressed Council regarding the OJJERC facility.

Jeffrey Fletes addressed Council regarding the Flock camera system.

Harry Keyser addressed Council regarding the Special Events application process, a permit for an inflatable figure and Agenda Item 3, Southern California Lighting.

Savannah Stroder addressed Council regarding the Citizen Inquiry section.

Brittany Crandel addressed Council regarding the Flock camera system.

John Kessler addressed Council regarding Agenda Item 6, disannexation, Agenda Item 7, Lone Star Groundwater Conservation District, and Agenda Item 8, regarding in person Executive Session attendance for Council Members.

Mike Stoecker addressed Council regarding Agenda Item 7, Lone Star Groundwater Conservation District.

Rob Hamilton addressed Council regarding the OJJERC playground equipment, Agenda Item 3, Southern California Lighting, and the Owen Recreation Center.

Paul Cote addressed Council regarding Agenda Item 7, Lone Star Groundwater Conservation District.

Bob Leilih addressed Council regarding Agenda Item 7, Lone Star Groundwater Conservation District.

Christina Pantaleon addressed Council regarding the Flock camera system.

Cindy Siple addressed Council regarding The Players Theatre Company.

Webb Melder addressed Council regarding Agenda Item 7, Lone Star Groundwater Conservation District.

WILLIS ISD – ELEMENTARY SCHOOL NO. 07

Assistant Director of Engineering Brandy Taylor presented Council the proposed school zone for Willis Independent School District No. 07 along MP Clark Road. Mrs. Taylor stated the current posted speed was 45 mph and the proposed school zone speed would be 25 mph.

A motion was made by Mayor Pro Tem Sellars to approve the proposed school zone for Willis Independent School District No. 07 along MP Clark Road, as discussed and presented. Councilman Blevins seconded the motion. Motion carried unanimously.

WATER WELL STATUS UPDATE

Interim Public Works Director Jason Miller presented Council a detailed Water Well status update.

Mayor Coon recessed the Open Meeting for a 10-minute break at 7:18 p.m. and reconvened at 7:28 p.m.

SOUTHERN CALIFORNIA LIGHTING – ANNUAL RENEWAL AGREEMENT

Assistant Director of Community Services Shawn Davis presented Council the annual renewal agreement with Southern California Lighting. Staff recommended approval of the first one-year renewal option with Southern Lighting for the Candy Cane Park drive through celebration in the amount of $300,000.00.

A motion was made by Councilman Hairel to approve the annual renewal agreement with Southern California Lighting, as discussed and presented. Councilwoman Hoisington seconded the motion. Councilman Hairel withdrew his motion.

A motion was made by Councilman Blevins to defer the annual renewal agreement with Southern California Lighting. Councilwoman Hoisington seconded the motion. Motion carried unanimously.

MONTHLY FINANCIAL SUMMARY REPORT – MAY 2026

Chief Financial Officer Ariel Gibbs presented Council the May 2026 Monthly Financial Summary Report.

A motion was made by Mayor Pro Tem Sellars to approve the May 2026 Monthly Financial Summary Report, as discussed and presented. Councilwoman Arthur seconded the motion. Motion carried unanimously.

MONTGOMERY COUNTY EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS

Interim City Attorney Loren B. Smith presented Council a proposed Resolution to nominate a member to the Montgomery County Emergency Communications District Board of Managers. Mr. Smith recommended nominating Fire Chief Paul D. Sims to serve during the term beginning on October 1, 2026 and expiring on September 30, 2028.

A motion was made by Councilman Blevins to approve a proposed Resolution to nominate Chief Sims to the Montgomery County Emergency Communications District Board of Managers, as discussed and presented. Councilman Hairel seconded the motion. Motion carried unanimously.

DISANNEXING & REMOVING CERTAIN TERRITORY

Interim City Attorney Loren B. Smith presented Council a proposed Ordinance of the City of Conroe, Texas, disannexing and removing certain territory from the corporate limits of the City approximately 13.26 acres; and providing for other related matters. Justin Pruiett, attorney representing Mr. John Buck, addressed Council with a detailed presentation.

A motion was made by Councilwoman Hoisington to approve a proposed Ordinance of the City of Conroe, Texas, disannexing and removing certain territory from the corporate limits of the City; and providing for other related matters, as discussed and presented. Mayor Pro Tem Sellars seconded the motion. Councilman Hairel and Councilwoman Arthur voted against. Motion carried.

A motion was made by Councilman Hairel to amend the motion to seek more information regarding a unified sight parcel of land. Councilwoman Arthur seconded the motion. Councilman Blevins, Councilwoman Hoisington, and Mayor Pro Tem Sellars voted against. Motion failed.

LONE STAR GROUNDWATER CONSERVATION DISTRICT

Mayor Duke Coon presented Council a proposed Resolution relating to Lone Star Groundwater Conservation District's proposed desired future conditions. Executive Director Lone Star Groundwater District Sarah Kouba addressed Council and gave a detailed presentation. There was a lengthy discussion held by Council.

A motion was made by Mayor Pro Tem Sellars to approve a proposed Resolution relating to Lone Star Groundwater Conservation District's proposed desired future conditions, as discussed and presented. Councilman Blevins seconded the motion. Councilman Hairel and Councilwoman Arthur voted against. Motion carried.

A motion was made by Councilman Hairel to amend the motion to defer until citizens have public comment time and the Council has a workshop. Councilwoman Arthur seconded the motion. Councilwoman Hoisington, Councilman Blevins, and Mayor Pro Tem Sellars voted against. Motion failed.

A Roll Call Vote was made by City Secretary Sami H. Quinlan:

For: **Mayor Pro Tem Sellars, Councilman Blevins, Councilwoman Hoisington**
Against: **Councilman Hairel, Councilwoman Arthur**

REPEALING RESOLUTION 4840-25 – REQUIRING IN-PERSON ATTENDANCE – EXECUTIVE SESSION

Mayor Duke Coon presented Council a proposed Resolution Repealing Resolution 4840-25, requiring in-person attendance of Council Members during authorized Executive Session of the City Council.

A motion was made by Mayor Pro Tem Sellars to approve a proposed Resolution Repealing Resolution 4840-25, requiring in-person attendance of Council Members during authorized Executive Session of the City Council, as discussed and presented. Councilwoman Hoisington seconded the motion. Councilwoman Arthur and Councilman Hairel voted against. Motion carried.

At 8:40 p.m. Mayor Coon along with Council, Interim City Administrator David M. Willard, Interim City Attorney Loren B. Smith and City Secretary Sami H. Quinlan, recessed into a 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:

*Private consultation with Interim City Attorney to seek advice concerning pending or contemplated litigation. (Sec. 551.071)
*Deliberation concerning the purchase, exchange, lease or value of real property, to include but not limited to MSEC, Inc. Water & Wastewater Assets. (Sec. 551.072)
*Personnel Matters. (Sec. 551.074)
*Personnel Matters – Human Resources Director. (Sec. 551.074)

Mayor Coon convened the Open Meeting at 9:32 p.m.

CONSENT AGENDA

Councilman Blevins made a motion to approve Items 10 – 18 in its entirety. Mayor Pro Tem Sellars seconded the motion. Motion carried unanimously.

PAYMENT OF STATEMENTS:

•	Allied Breathing Air	Inv. 20260389 SCBA fill station & compressor for ST8	$ 58,507.89
•	ICON GC LLC	Inv. Payment 1 Construction – Street Rehab Glenwood Park	$ 188,622.04
•	Mont. Co. Elections Administrator	Inv. Final Invoice-Charter Amendment Election-11-4-2025	$ 61,635.00
•	North America Fire Equip. Co. (NAFECO)	Inv. 1419193 New hire gear & replacement bunker gear	$ 175,290.50
•	SLI Design Inc.	Inv. Payment 6 Construction-Build Agreement Fire Station No. 8	$ 429,744.21
•	Texkota Enterprises	Inv. Payment 6 Waterline Rehab Conroe Hospital Area	$ 244,749.75
•	Weisinger Inc.	Inv. Payment 12 Construction-Replacement-Water Well No. 14	$ 1,051,308.00
•	Weisinger Inc.	Inv. Payment 15 Construction-Replacement-Water Well No. 6	$ 139,502.75
•	Wharton-Smith Inc	Inv. Payment 15 Construction Water Plant No. 32	$ 1,433,237.06

BRIEFING

None

COUNCIL MEMBER INQUIRY TIME

None

Mayor Coon recognized David Willard as our new Interim City Administrator.

There being no further business to consider, a motion was made by Councilwoman Arthur, seconded by Mayor Pro Tem Sellars to adjourn the City Council meeting.

CITY OF CONROE

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Engineering Manager
Submitted By: Nichelle Jones, Project Specialist

Joint Meeting: No Joint Meeting
B. Taylor

Vendor Name
Vendor: Arkitektura Development Inc.

Invoice Number
205-071826-01

Description
Construction - FMA Home Elevations

Amount
$59,014.82

Attachments

Arkitektura Development - Inv 205-071826-01

Purchase Order Invoice Tabulation
FY 25-26

Vendor Info: Arkitektura Development Inc
236 IBIS St
Webster, TX 77598

Project No.: 2021-50

Approved by Council: 6/1/2026

Project/Description: Construction - FMA Home Elevations

Purchase Order Number 26-02645

Date	Invoice #	Amount
7/18/2026	215-071826-01	$ 53,043.12
7/18/2026	205-071826-01	$ 59,014.82
		Finance, pay Invoice with PO Line Item 2

Total Spent: $ 112,057.94

Contract Amount:	$	373,526.47
Amendment:	$	-
Adjusted Contract:	$	373,526.47
Total Paid	$	112,057.94
Remaining Contract Balance:	**$**	**261,468.53**

Percentage of Contract Paid: 30%

Percentage of Amendment: 0%

Engineering Projects Coordinator

Anne Tran, PE
Senior Assistant City Engineer, Development

JSWA, Inc.
Mitigation and Buyout Consultants

11160 South Lakes Dr., #630
Reston, VA 20191

Jswa1@outlook.com

July 27, 2026

Brandy Taylor
401 Sgt. Ed Holcomb Blvd.
Conroe, TX 77304

Dear Ms. Taylor,

This request is for Draw Number 1 for the home at 205 Sherbrook Circle as part of the Home Elevation program for TWDB Contract 2100012751.

There are four phases to this draw process. They include:

- Phase 1: Pre-elevation/mobilization – 30% of the total elevation contract
- Phase 2: Raised, ready to set, the city building department inspections – 30%
- Phase 3: Structure elevated to design height, foundation installed, and the Mechanicals have been reconnected – 30%
- Phase 4: Final inspection, occupancy certificate issued, and all grant requirements met – 10%

Arkitektura Development, Inc has provided the required information for this draw, and it is attached with this letter. We are hereby requesting payment as follows:

- Contractor: Arkitektura Development, Inc
- Contractor Address: 236 Ibis Street, Webster, TX 77598
- This Draw Number: 1
- Amount due this draw: $59,014.82

As always, if you have any questions please do not hesitate to reach out.

Sincerely,

Jeffrey S. Ward

INVOICE 205-071826-01

Arkitektura Development, Inc.
Never Flood Again with the ARK

236 Ibis Street
Webster, TX 77598
Phone 832-385-0106
Fax 281 957-9192

DATE: 7/18/2026

TO:
CITY OF CONROE
700 Metcalf Street
Conroe, Texas 77301

FOR:
PHASE 1: MOBILIZATION
HILL RESIDENCE
205 Sherbrook Circle
Conroe, TX 77385

DESCRIPTION		AMOUNT
Phase 1 / Mobilization - 30% of the total ELEVATION CONTRACT AMOUNT $196,716.06	30% X $196,716.06	$ 59,014.82
	TOTAL	$ 59,014.82

Make all checks payable to: Arkitektura Development, Inc.
Total due upon receipt. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

Docusign Envelope ID: 438C7B56-233D-4685-A11F-3FF03E763BB8

ELEVATION AGREEMENT

Arkitektura Development, Inc.

INTRODUCTION/PARTIES

This Elevation Agreement (AGREEMENT) is made by, between, and among the, James Hill (HOMEOWNER), and **Arkitektura Development, Inc.** (CONTRACTOR), each of whom is a PARTY hereto and who collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with elevation services for the IMPROVEMENTS to be elevated located at **205 Sherbrook Circle, Conroe, TX 77385** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as LUMP SUM BID PROPOSAL (Exhibit A) for the Sum of **$196,716.06 (dollars & 06/100 cents)**. It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after this agreement has been signed by the PARTIES. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been issued and a NOTICE TO PROCEED has been issued. **In the event that the CONTRACTOR has not provided Performance and Payment Bonds the Contractor will not be given notice to proceed and the work will not begin until said Performance and Payment Bonds are is provided. If CONTRACTOR is unable to provide a Performance and Payment Bonds, the RECIPENT will be instructed to choose another contractor.**

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

CONTRACTOR:

Arkitektura Development, Inc.
Name of Designated contact person: **Phillip Contreras**
Address: 236 Ibis Street
Webster, TX 77598

Telephone **281-957-9192**
Email: **pc@arkdevinc.com**

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Harris County or Harris County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: James Hill

HOMEOWNER'S contact: 281 780 2939
Address of Homeowner: 205 sherbrook cir. Conroe TX 77385

Telephone: 2817802939
Email: Jamesedhill4675@gmail.com

Homeowner Initial JH ES

Contractor Initial PC

*Only those person(s) listed within the real property records on file in the Office of the Harris County or Harris County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the Contractor, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the Contractor prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA Sever Repetitive Loss Program Grant

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
    a. Exhibit A: Lump Sum Bid Proposal/Project Cost sheet

    A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit B. Exhibit B is **not** incorporated herein and is attached hereto solely for documentation purposes.

2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.

3. **CITY** means city of Conroe, TX.

4. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from the Grant Administrator to CONTRACTOR.

5. **COMPLETION DATE** means the one hundredth (150th) calendar day following the COMMENCEMENT DATE.

6. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.

7. (Not Used)

8. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in LUMP SUM BID PROPOSAL per Grant Guidelines (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT ***does not include*** NON-ELEVATION COSTS.

9. **ELEVATION COSTS** means the miscellaneous costs itemized in LUMP SUM BID PROPOSAL (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.

10. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, et. seq; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

11. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the Engineer Plans and Concurrence, and all of the following have been executed and delivered to the CITY:
    a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
    b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
        i. verified work completed in compliance with terms of grant;
        ii. verified Design Engineer compliance;
        iii. verified ADA compliance (if required);
        iv. submit copy of new survey (if required);
        v. submit copy of new elevation certificate
    c. Proof that all utilities for the home have been installed and are operable;
    d. Lien Waiver Affidavits executed by Contractor, who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
    e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
    f. Any other requirement(s) specified herein.

12. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

13. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding LUMP SUM BID PROPOSAL (Exhibit A). The elevation of that single-family residence may consist of the following:
    a. Slab elevation;
    b. Slab separation and elevation;
    c. Pier and beam elevation;
    d. Piling and beam elevation; and/or
    e. other as specified in LUMP SUM BID PROPOSAL (Exhibit A)

14. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in LUMP SUM BID PROPOSAL (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are ***not eligible*** for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit B.

15. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided by CONTRACTOR in ENGINEER PLANS AND SPECIFICATIONS. The proposal engineering can be commenced once contracts are fully executed.

16. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.

17. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as LUMP SUM

BID PROPOSAL (Exhibit A).

18. **WORKSITE means the site within the PROPERTY where the elevation construction is occurring and any** surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. Payment and Draw Schedule

Payments to CONTRACTOR/Draw Schedule:

In the event that CONTRACTOR has provided Performance and Payment Bonds, CONTRACTOR shall be entitled to request up to Four (4) disbursements from the REVISED ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation to CITY;

a. **Mobilization** - 20% of the Exhibit A - CONTRACTOR accepted bid for completion of this work) upon receipt of:
   a.) Copies of requisite permits
   b.) Copy of fully executed ELEVATION AGREEMENT between OWNER and CONTRACTOR.
   2. Photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
   3. Signed and notarized Contractor Lien Waiver Affidavit (Interim) Form; and
   4. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

b. **Phase 2 - Raised, ready to set, building department inspections** – second 40% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and CONTRACTOR' S submittal of the following:
   1. CONTRACTOR itemized invoice;
   2. Progress Report;
      a.) Building department concurrence
      b.) Concurrence as to 60% completion
      c.) Copies of requisite permits
      d.) Wind Storm compliance
      e.) Grant compliance
      f.) RECIPIENT acceptance
   3. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
   4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
   5. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 - Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the Exhibit A - CONTRACTOR accepted bid for completion of this work, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR itemized invoice;
2. Progress Report;
   a.) Building department concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) OWNER acceptance
3. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
5. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** – Remaining Balance of Exhibit A - CONTRACTOR accepted bid for completion of this work, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. Final CONTRACTOR itemized invoice;
2. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
3. Certificate of occupancy;
4. New survey (if required);
5. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
6. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final)** Form;
7. Copy of CONTRACTOR Warranties that have been signed by OWNER
8. HOMEOWNER acceptance;
9. Grant compliance reconciliation (if non-grant work was also performed); and
10. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

CONTRACTOR is required to obtain and provide to CITY and Homeowner, a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.

In the event that the CONTRACTOR has not provided payment and Performance Bonds CONTRACTOR will not be given notice to proceed and the work will not begin until said Performance Bond is provided. If CONTRACTOR is unable to provide a Performance Bond, the RECIPENT will be instructed to choose another contractor.

Allowable costs shall be determined in accordance with the OMB Circular A-87, 44 Code of Federal Regulations (CFR) Part 78, 44 CFR, Part 13, and other applicable Severe Repetitive Loss (SRL) program guidance. The payment to the selected CONTRACTOR shall be provided upon request from the HOMEOWNER as each phase of the project is completed and approved by the building inspection department and submittal of required receipts from the HOMEOWNER.

The final payment of funds to the CONTRACTOR will be made only after Project completion, submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review.

Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list THE CITY OF CONROE and the HOMEOWNER as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;

An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;

Workers' compensation policy providing statutory Texas benefits;

A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and

A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A One-year workmanship and materials warranty;
2. A two-year mechanical and delivery system warranty; and
3. A ten-year foundation warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment until such Warranty policy has been delivered to HOMEOWNER with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

The following Clauses are required clauses for any contract with a consultant for a grant in which the Texas Water Development Board (TWDB) is the granting agency. The parties agree to the terms and conditions of these clauses in addition to the other provisions of this agreement. The required clauses are as follows:

STATE AUDITOR CLAUSE

By executing this AGREEMENT, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this AGREEMENT. The CONTRACTOR shall comply with and cooperate in any such investigation
or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also
agrees to include a provision in any subcontract related to this AGREEMENT that requires the CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the AGREEMENT.

FINANCIAL RECORDS

The RECIPIENT(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD.
Accounting by the RECIPIENT(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP

The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this AGREEMENT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this AGREEMENT and developed by the RECIPIENT(S) or its contracted parties pursuant to this AGREEMENT shall become the joint property of the RECIPIENT(S), the CITY, and the BOARD. These materials shall not be copyrighted or patented by the RECIPIENT(S) or by any consultants involved in this AGREEMENT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the RECIPIENT(S) or its CONTRACTOR(S) will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this AGREEMENT. Any material subject to a BOARD copyright and produced by the RECIPIENT(S) or BOARD pursuant to this AGREEMENT may be printed by the RECIPIENT(S) or the BOARD at their own cost and distributed by either at their discretion. The RECIPIENT(S) may otherwise

utilize such material provided under this AGREEMENT as it deems necessary and appropriate, including the right to publish and distribute the materials or
any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.
The RECIPIENT(S) and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this AGREEMENT.

NO DEBT AGAINST THE STATE

27.01 This shall not be construed as creating any debt by or on behalf of the State of Texas, and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

For the purpose of this AGREEMENT, the RECIPIENT(S) will be considered an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The RECIPIENT(S) shall obtain all necessary insurance, in the judgment of the RECIPIENT(S), to protect themselves, the RECIPIENT, the BOARD, and employees and officials of the BOARD from liability arising out of this AGREEMENT.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE BOARD, THE STATE OF TEXAS, THE HOMEOWNER(S) HARMLESS, TO THE EXTENT THE RECIPIENT(S) MAY DO SO IN ACCORDANCE WITH STATE LAW, FROM ANY AND ALL LOSSES, DAMAGES, LIABILITY, OR CLAIMS THEREFORE, ON ACCOUNT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER CAUSED BY THE RECIPIENT(S), ARISING OUT OF THE ACTIVITIES UNDER THIS AGREEMENT.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER will cooperate with the reasonable requests of CONTRACTOR, as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with CONTRACTOR in arranging for inspections by representatives of the Code Enforcement of the progress of elevation from time to time and will promptly comply with Code Enforcement requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

B. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation from NTP to grant closure of project. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company or local inspectors for reconnection are not eligible costs hereunder.

C. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks.

D. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work. Contractor not responsible for damage to landscape.

E. No Changes in Scope of Work: No changes will be made in the LUMP SUM BID PROPOSAL, except on the written approval of the contractor.

F. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and

obtained the consent of such lien holder for the project contracted for herein as identified in LUMP SUM BID PROPOSAL. HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. Contractor is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

G. Reserved

H. Liens: HOMEOWNER will not suffer or permit any mechanics' or material men's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the Contractor such security or indemnity as the Contractor may reasonably require.

I. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

J. HOMEOWNER's Representations: HOMEOWNER represents the following to the CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded .
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the Contractor in connection with this Agreement are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the Contractor signs this AGREEMENT with full knowledge of the same.
6. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of Homeowner to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

K. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the Contractor. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the LUMP SUM BID PROPOSAL (Exhibit A); (iii) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, Conroe requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation: Promptly after the signing event, CONTRACTOR will determine when all occupants must vacate during the construction period. When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within 7 days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property.

C. No Changes in Scope of Work: No changes will be made in the LUMP SUM BID PROPOSAL (Exhibit A) except on the prior written approval of the CONTRACTOR and GRANT ADMINISTRATION.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the CITY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in LUMP SUM BID PROPOSAL (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow reasonable access to the records in CONTRACTOR'S possession, custody, or control.

F. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

G. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

H. Elevation Timing; CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than thirty (30) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT: extension may be granted for excusable delays and rain days.

I. **Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR.

J. Lead and Asbestos: CONTRACTOR is not responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement.

K. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements ; and
5. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

L. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft of building materials for the duration of the contract period of performance as specified in LUMP SUM BID PROPOSAL (Exhibit A).

M. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

N. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

O. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance with the State of Texas standards in place at the time of executing this agreement which include:

1. A one-year workmanship and materials warranty;
2. A two-year mechanical and delivery system warranty; and
3. A ten-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

P. Limited Warranty to Homeowner; CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services.

Q. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT. The CONTRACTOR shall be responsible for procuring all appropriate licenses and permits which may be required for the performance of the subject work.

R. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the Homeowner. Such consent, if granted, shall relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

S. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions are to be recoverable by the CONTRACTOR. The Contractor is not responsible for cause of any preexisting, existing construction or conditions that are not in compliance with any local, State, Windstorm or any other codes or regulations to be made comply with same. (Example: Room additions not engineered and built per AIA industry standards, remodel additions, home improvements not engineered, permitted or not built according to AIA industry standards, flooded flooring foundation with no rebar, wire mesh in foundation, flooded windows and doors, flooded walls and doors, etc.)

ARTICLE VII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for thirty (30) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with the Homeowner. In the event of CONTRACTOR's default, the Homeowner shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY.
3. Complete the work, either with or without using CONTRACTOR.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.

5. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the Homeowner has the right to pursue other remedies permitted by law or in equity.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with CONTRACTOR;
4. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, CONTRACTOR shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently, notwithstanding sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice. All earned funds shall be payable to CONTRACTOR on demand.
   iii. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

C. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

D. Duty To Provide Additional Information: HOMEOWNER shall, within three (3) business days of receipt, furnish to CONTRACTOR copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER or the PROPERTY.

E. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas.

F. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

H. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to

the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

I. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

J. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

Docusign Envelope ID: 438C7B56-233D-4685-A11F-3FF03E763BB8

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

Docusign Envelope ID: 438C7B56-233D-4685-A11F-3FF03E763BB8

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

CONTRACTOR:

Phillip Contreras President

Signature and Title

Phillip Contreras, President

Printed Name and Title of person signing for CONTRACTOR

4/2/2025

Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Signed by:
James Hill
B021E48EA0DA488...

Signature of Homeowner

4/2/2025

Date Signed by Homeowner above

Signed by:
Eva Suago
1BA3131546D24F7...

Signature of Homeowner

4/2/2025

Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

City of Conroe FMA Program Home Elevation Services

Lien Waiver Affidavit [Interim]

by Contractor

BEFORE ME, the undersigned authority, personally appeared Phillip Contreras (hereinafter referred to as "Contractor"), of Arkitektura Development, Inc. , City of Webster , County of Harris , State of Texas, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

"Pursuant to an Agreement made by and between undersigned Contractor and Hill (hereinafter referred to as "Owner"), whereby Contractor agreed to furnish labor, services and/or material for the elevation of a single family residence (the "Project"), located at 205 Sherbrook Circle , City of Conroe , Montgomery County, Texas, and made a part hereof for all purposes (the "Property"); and

In consideration of payment in the sum of $ 59,014.82 , receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Contractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Project and/or Property (whether choate or inchoate, and including, without limitations, all mechanics and materialmen liens under the laws of the State of Texas), on account of any materials or services furnished and/or work and labor performed by Contractor or Contractor's employees in connection with the home elevation construction/improvements on or about the Project and/or the Property through 07/18/2026 (date) (except as set forth in writing attached hereto) (hereinafter referred to as the "Cutoff Date"). The undersigned Contractor further states, acknowledges and affirms that as of the date hereof (1) all payments, exclusive of retainage, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date, together will all applicable local, state or federal taxes or assessments payable by Contractor, have been paid; (2) all labor performed and materials supplied by the undersigned Contractor and Contractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding of the loan proceeds used to pay for labor and material furnished by the Contractor, Contractor agrees that all mechanics' liens owed by Contractor are subordinate and inferior to the Deed of Trust lien held by the lender lending money for elevation of the Property (the "Lender"). The undersigned Contractor further agrees to indemnify and hold Owner and the Lender harmless against all liability, cost, or expense, including attorneys' fees and court and other costs, from any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Lien Waiver Affidavit[Interim]. The undersigned Contractor makes these representations with knowledge and awareness of Section §53.026 of the Texas Property Code, pertaining to sham contracts, false statements, and interdependent contractual relationships in construction projects. "

EXECUTED this 18th of July, 2026.

Arkitektura Development, Inc.

[Name of Subcontractor]

By: _____

Printed Name: Phillip Contreras

Title: Owner

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared Phillip Contreras, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th of July, 2026.

(Seal)

Alexa Scott NOTARY PUBLIC STATE OF TEXAS ID# 131259449 Exp: 08-24-2029

Notary Public, State of Texas

My commission expires 08-24-2029

City of Conroe FMA Program Home Elevation Services

Lien Waiver Affidavit [Interim]

by Subcontractor

BEFORE ME, the undersigned authority personally appeared Priscilla Gonzales of Survey 1, Inc. , City of Alvin , County of Brazoria , State of TX (hereinafter referred to as "Subcontractor"), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

"Pursuant to an Agreement made by and between undersigned Subcontractor and Arkitektura Development, Inc. (hereinafter referred to as "Contractor"), whereby Subcontractor agreed to furnish labor, services and/or material for the elevation of a single family residence (the "Project"), located at 205 Sherbrook Circle , Conroe , Montgomery County, Texas, and made a part hereof for all purposes (the "Property"), and owned by Hill ("Owner"); and

In consideration of payment in the sum of $ 972.44 receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Subcontractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims, actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Contractor, Project and/or the Property (whether choate or inchoate, and including, without limitations, all mechanics and materialmen liens under the laws of the State of Texas), on account of any materials or services furnished and/or labor or work performed by the undersigned Subcontractor or Subcontractor's employees in connection with the home elevation construction/improvements on or about the Project and/or the Property through 4/30/2026 (date) (except as set forth in writing attached hereto) (hereinafter referred to as the "Cutoff Date"). The undersigned Subcontractor further states, acknowledges and affirms that as of the date hereof (1) all payments, exclusive of retainage, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date have been paid, together with all applicable local, state or federal taxes or assessments payable by Subcontractor; (2) all labor performed and materials supplied by the undersigned Subcontractor and Subcontractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding of the loan proceeds used to pay for labor and material furnished by the undersigned Subcontractor or Contractor, the undersigned Subcontractor agrees that all mechanics' liens owed by Subcontractor are subordinate and inferior to the deed of trust lien held by the lender lending money for elevation of the Property (the "Lender"). The undersigned Subcontractor further agrees to indemnify and hold Owner and the Lender harmless against all liability, cost, or expense, including attorney's fees and court and other costs, from any claim or action by Subcontractor or any person claiming by, through, or under Subcontractor with respect to the representation and waivers in this Lien Waiver Affidavit[Interim]. The undersigned Subcontractor makes these representations with knowledge and awareness of §53.026 of the Texas Property Code, pertaining to sham contracts, false statements, and interdependent contractual relationships in construction projects."

EXECUTED this 30th of April, 2026.

Survey 1, Inc.

[Name of Subcontractor]

By: P. [signature]

Printed Name: Priscilla Gonzales

Title: Accounts Receivable

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared Priscilla Gonzales, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of April, 2026.

(Seal)

MELISSA LEE BLALOCK
Notary ID #129081811
My Commission Expires
August 8, 2028

Notary Public, State of Texas

My commission expires August 8, 2028

Melissa Lee Blalock

City of Conroe

Floodplain Plan Approval

Engineering Department
700 Metcalf St. Conroe, TX 77301
Engineering@CityofConroe.org
936.522.3100 (Main)

REFERENCE NO.	ISSUANCE DATE	EXPIRATION DATE	SUBMITTAL FEE	COST ESTIMATE	PLAN REVIEWER
FP-26-21	July 8, 2026	July 8, 2031	$300.00	0.00	Anne Tran

PROJECT INFORMATION

PROJECT NAME
205 SHERBROOKE CIRCLE HOME LIFT
ADDRESS: 205 SHERBROOK CIRCLE CONROE, TX 77385
SUBDIVISION:RIVERBROOK-SHERBROOK
PROPERTY DESCRIPTION: 0.81 Acreage

PROPERTY OWNER
HILL, JAMES EDWARD
205 SHERBROOK CIRCLE CONROE TX 77385
N/A - 2817802939
FLOODZONE INFORMATION: 48339C 0530

PROPERTY INFORMATION

PROPOSED IMPROVEMENTS

Floodplain Development

APPLICANT

PHILLIP CONTRERAS
236 IBIS STREET WEBSTER, TX 77598
CONDG1@YAHOO.COM - 2819579192

PROJECT CLASSIFICATION

FIRM Panel: 48339C 0530
Work Class: Residential

Clearing: Grading (fill/excavation): true Drainage Improvement:
Water,sewer or septic change: Road,street or bridge construction:

New Structure: Demoliton: Addition: Alteration: true Relocation:

PROJECT INSPECTOR

Development Inspector

NOTICES & REQUIREMENTS

The contractor must have copies of the following on the jobsite at all times: the Design Manual, the Standard Specifications for the Construction of Streets and Drainage, and the Standard Specifications for the Construction of Water and Sanitary Sewer.

All construction plans were prepared by a Licensed Professional Texas. License status has been verified through the Texas Board of Professional Engineers.

PREREQUISITIONS

Pre- Construction Meeting: • Pre-Clearing Inspection • MS4 Permit (if applicable) • Any Related Permits

AFFADAVIT OF PLAN APPROVAL

The Applicant hereby certifies that he/she will construct, or cause to be constructed, said development in compliance with all applicable laws, codes, ordinances, rules, and design criteria of the City of Conroe and any other federal, state, or local unit of government. Constructability and sound engineering practices remain the responsibility of the engineer of record. Development & Floodplain Permits shall become null and void after five (5) years from the date issued. The Engineer/Developer shall revise or provide additional plans if conditions in the field necessitate significant design changes (as determined by the City), and any revisions made to the approved plans must be submitted for review. Approved plans must be kept on-site at all times. Construction of the project is required to meet all City of Conroe guidelines prior to the requesting Initial Certification. When construction is complete, the Engineer/Developer will provide as-built drawings and certify that all required improvements were constructed according to the approved construction plans and applicable City standards.

Opengov System
Issued By

July 8, 2026
Date

Applicant Signature

Date

July 15, 2026

To: Arkitektura Development, Inc.
263 Ibis Street
Webster, TX 77598

Subject: Phase 1 – Mobilization Letter
Address: 205 Sherbrook Cir
Conroe, TX 77385

Based on our visual inspection of the above reference project and our design drawings submitted on 05/19/2026, the structure appears structurally stable to be elevated, in compliance with our submitted engineering plans, which conform to all applicable requirements of the 2021 International Residential Code. Once the house is tunneled under the existing concrete foundation, the engineer of record must be notified for further inspections. The contractor assumes complete and sole responsibility for ensuring the safety of this structure, its personnel, and subcontractors during the elevation process. Should you have any additional questions, please contact our office at 504-454-0500.

The contractor shall be fully responsible for taking adequate means and measures to ensure the stability of the building and its components during construction, especially during the hurricane season. These shall include, but are not limited to, necessary shoring, temporary bracing, dewatering, etc.

Sincerely,

STATE OF TEXAS
HERMINIO CRUZ
105712
LICENSED
PROFESSIONAL ENGINEER

Herminio O. Cruz, PE
TX PE License No. 105712

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name: **Hill**

Policy Number:

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: **205 Sherbrook Circle**

Company NAIC Number:

City: **Conroe** State: **Texas** ZIP Code: **77385**

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: **Lots 29-30, Riverbrook-Sherbrook**

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): **Residential**

A5. Latitude/Longitude: Lat. **30° 14' 02.94"N** Long. **95° 27' 08.09"W** Horiz. Datum: ☐ NAD 1927 ☑ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: **1B**

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): **N/A** sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☑ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: **N/A** Engineered flood openings: **N/A**

d) Total net open area of non-engineered flood openings in A8.c: **N/A** sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): **N/A** sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): **N/A** sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: **464** sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☑ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: **N/A** Engineered flood openings: **N/A**

d) Total net open area of non-engineered flood openings in A9.c: **N/A** sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): **N/A** sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): **N/A** sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: **Montgomery County Unincorp** B1.b. NFIP Community Identification Number: **480483**

B2. County Name: **Montgomery** B3. State: **Texas** B4. Map/Panel No.: **48339C 0530** B5. Suffix: **G**

B6. FIRM Index Date: **8-18-14** B7. FIRM Panel Effective/Revised Date: **8-18-14**

B8. Flood Zone(s): **AE** B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): **123.6'**

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☑ FIS ☐ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☑ Other/Source: **NAVD 1988/2001 ADJ**

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☑ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☑ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: **205 Sherbrook Circle**

City: **Conroe** State: **Texas** ZIP Code: **77385**

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☑ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: **BL 1164** Vertical Datum: **NAVD 1988/2001 ADJ**

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☐ NAVD 1988 ☑ Other: **NAVD 1988/2001 ADJ**

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☑ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	**114.93**	☑ feet ☐ meters
b) Top of the next higher floor (see Instructions):	**N/A**	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	**N/A**	☐ feet ☐ meters
d) Attached garage (top of slab):	**114.78**	☑ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	**114.53**	☑ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☑ Finished	**113.9**	☑ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☑ Finished	**114.4**	☑ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	**N/A**	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☑ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: **Richard Fussell** License Number: **4148**

Title: **R.P.L.S**

Company Name: **Survey 1, Inc. Firm#100758-00**

Address: **2408 Mustang Road**

City: **Alvin** State: **Texas** ZIP Code: **77511**

Telephone: **281.393.1382** Ext.: Email: **survey1@survey1inc.com**

Signature: Date: **2-4-2026**



Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

1). Centerline of Street Elevation - 113.94'
2). TBM Elevation - 113.94'
3). TBM Location - Mag nail in centerline of Sherbrook Circle near center of property
4). C2e used for A/C
5). 500 Year Elevation - 127.3'

Job# 1-161553-26

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
205 Sherbrook Circle

City: **Conroe** State: **Texas** ZIP Code: **77385**

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: **205 Sherbrook Circle**	**FOR INSURANCE COMPANY USE**
City: **Conroe** State: **Texas** ZIP Code: **77385**	Policy Number:
	Company NAIC Number:

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: **205 Sherbrook Circle**	**FOR INSURANCE COMPANY USE**
City: **Conroe** State: **Texas** ZIP Code: **77385**	Policy Number: _____
	Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. **Is all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
205 Sherbrook Circle

City: **Conroe** State: **Texas** ZIP Code: **77385**

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: **Front of Home 2-3-2026**

Clear Photo One



Photo Two

Photo Two Caption: **Back of Home 2-3-2026**

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
205 Sherbrook Circle

City: **Conroe** State: **Texas** ZIP Code: **77385**

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: **Side of Home 2-3-2026**

Clear Photo Three



Photo Four

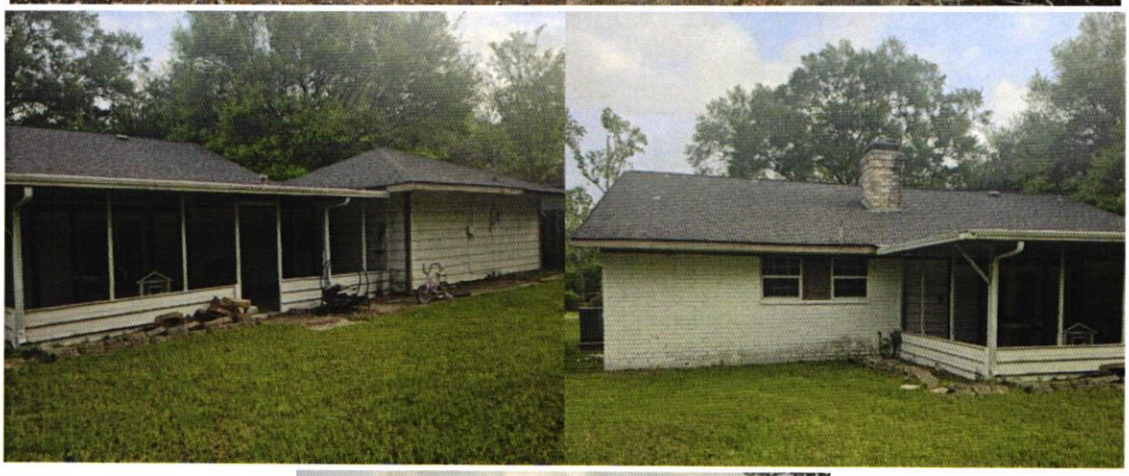
Photo Four Caption: **Side of Home 2-3-2026**

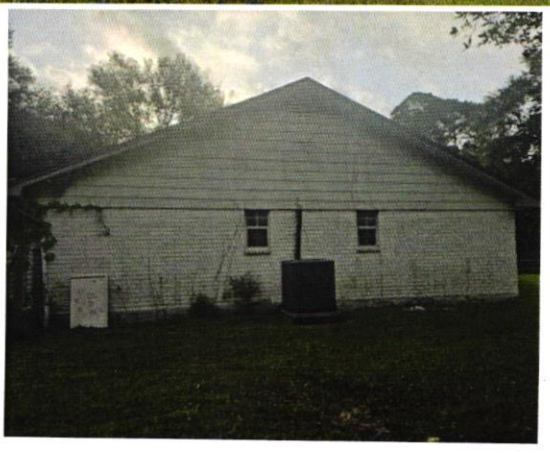
Clear Photo Four

ARKITEKTURA – PHOTOS – 205 SHERBROOK DRIVE









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

PURCHASE ORDER

PO Number: 26-02645 **Date:** 06/11/2026

Request #: REQ17339 **Vendor #:** 12543

ISSUED TO: ARKITEKTURA DEVELOPMENT INC
236 IBIS ST
WEBSTER, TX 77598-

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	215 Sherbrook - FMA Home Elevations		610-8030-9030	J11-XP	0.00	176,810.41
2	0	205 Sherbrook - FMA Home Elevations		610-8030-9030	J11-XP	0.00	196,716.06

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

Authorized by: Teri Lynn Hatch **Date:** 6-11-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	373,526.47

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

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Nichelle Jones, Project Specialist

Joint Meeting: No Joint Meeting
B. Taylor

Vendor Name
Vendor: Comal Design Group

Invoice Number
2369

Description
Construction - FMA Home Elevations

Amount
$62,250.30

Attachments

Comal - Inv 2369

Purchase Order Invoice Tabulation
FY 25-26

Vendor Info: Comal Design Group
23410 Grande Reserve Dr Ste 801
Katy, TX 77494-4983

Project No.: 2021-50

Approved by Council: 6/1/2026

Project/Description: Construction - FMA Home Elevations

Purchase Order Number 26-02606

Date	Invoice #	Amount
5/4/2026	2350	$ 60,961.80
5/4/2026	2351	$ 58,722.00
5/4/2026	2352	**$ 62,250.30**
5/4/2026	2353	**$ 14,400.00**
5/4/2026	2354	$ 14,400.00
5/4/2026	2355	$ 14,400.00
5/21/2026	2358	$ 63,169.50
5/21/2026	2359	$ 30,034.50
6/30/2026	2365	$ 58,722.00
6/30/2026	2366	$ 58,722.00
7/30/2026	2368	$ 62,250.30
7/30/2026	2369	$ 62,250.30

Total Spent: $ 560,282.70

Contract Amount:	$	1,003,527.00
Amendment:	$	-
Adjusted Contract:	$	1,003,527.00
Total Paid	$	560,282.70
Remaining Contract Balance:	**$**	**443,244.30**

Percentage of Contract Paid: 56%

Percentage of Amendment: 0%

Engineering Projects Coordinator

Anne Tran, PE
Senior Assistant City Engineer, Development

JSWA, Inc.
Mitigation and Buyout Consultants

11160 South Lakes Dr., #630
Reston, VA 20191
Jswa1@outlook.com

August 03, 2026

Brandy Taylor
401 Sgt. Ed Holcomb Blvd.
Conroe, TX 77304

Dear Brandy Taylor,

This request is for Draw Number 3 for the home at 214 Sherbrook Circle as part of the Home Elevation program for TWDB Contract 2100012751.

There are four phases to this draw process. They include:

- Phase 1: Pre-elevation/mobilization – 30% of the total elevation contract
- Phase 2: Raised, ready to set, the city building department inspections – 30%
- Phase 3: Structure elevated to design height, foundation installed, and the Mechanicals have been reconnected – 30%
- Phase 4: Final inspection, occupancy certificate issued, and all grant requirements met – 10%

Comal Design has provided the required information for this draw, and it is attached with this letter. We are hereby requesting payment as follows:

- Contractor: Comal Design
- Contractor Address: 23410 Grand Reserve Dr, Ste 801, Katy, TX 77494

- This Draw Number: 3
- Amount due this draw: $62,250.30

As always, if you have any questions please do not hesitate to reach out.

Sincerely,

Jeffrey S. Ward

Comal Design Group
23410 Grand Reserve #801
Katy, TX 77494 US
2816877363
clintharris@comaldesign.com
www.comaldesign.com

INVOICE

BILL TO
Conroe, TX

INVOICE # 2369
DATE 07/30/2026
DUE DATE 07/30/2026
TERMS Due on receipt

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Project Management	Home Elevation Project - 214 Sherbrook Cir (Draw 3)	0.30	207,501.00	62,250.30

BALANCE DUE **$62,250.30**

Scan to pay

BANK PayPal venmo affirm

Anvil Engineering
TBPE Firm No. 16660
anvileng.com 832-437-6251
810 S Mason Road - Suite 201
Katy, Texas 77450

Project Address:	214 Sherbrook Circle, Conroe, Texas
Date:	July 30, 2026
To:	Clint Harris

RE: 90% Concurrence

To Whom it May Concern:

The residence located at the above noted address was lifted on July 8, 2026. The structure is currently supported by concrete masonry unit (CMU) pilasters.

Foundation construction was completed on July 27, 2026.

The completion of foundation construction is indicative of the project being 90% complete.

I recommend that construction continue.

If you need any further assistance, please do not hesitate to contact me.

Matt Gray, PE



Jersey Village Home Elevation Program

Lien Waiver Affidavit [Interim]

by Contractor

BEFORE ME, the undersigned authority, personally appeared Clint Harris, President of Comal Design Group, LLC (hereinafter referred to as "Contractor"), of 23410 Grand Reserve Dr. Ste. 801, City of Katy, County of Harris, State of Texas, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

"Pursuant to an Agreement made by and between undersigned Contractor and Alexander & Rosanna Giles (hereinafter referred to as "Owners"), whereby Contractor agreed to furnish labor, services and/or material for the elevation of a single-family residence (the "Project"), located at 214 Sherbrook Cir. Conroe, TX 77385 and made a part hereof for all purposes (the "Property"); and

In consideration of payment in the sum of **$62,250.30**, receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Contractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Project and/or Property (whether choate or inchoate, and including, without limitations, all mechanics and material men liens under the laws of the State of Texas), on account of any materials or services furnished and/or work and labor performed by Contractor or Contractor's employees in connection with the home elevation construction/improvements on or about the Project and/or the Property. The undersigned Contractor further states, acknowledges and affirms that as of the date hereof (1) all payments, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date, together will all applicable local, state or federal taxes or assessments payable by Contractor, have been paid; (2) all labor performed and materials supplied by the undersigned Contractor and Contractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding of the loan proceeds used to pay for labor and material furnished by the Contractor, Contractor agrees that all mechanics' liens owed by Contractor are subordinate and inferior to the Deed of Trust lien held by the lender lending money for elevation of the Property (the "Lender"). The undersigned Contractor further agrees to indemnify and hold Owner and the Lender harmless against all liability, cost, or expense, including attorneys' fees and court and other costs, from any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Lien Waiver Affidavit [Interim]. The undersigned Contractor makes these representations with knowledge and awareness of Section §53.026 of the Texas Property Code, pertaining to sham contracts, false statements, and interdependent contractual relationships in construction projects."

EXECUTED this 29th day of July, 2026.

Comal Design Group, LLC

[Name of Contractor]

By: Clint Harris Comal Design Group

Printed Name: Clint Harris

Title: President

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared Clint Harris, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of July, 2026.

MEREDITH HARRIS
Notary Public, State of Texas
Comm. Expires 11-01-2027
Notary ID 125641652

Notary Public, State of Texas

Meredith Harris

My commission expires 11-01-2027

Conroe Texas Home Elevation Program

Contractor Request for Payment

Homeowner Name: Alexander & Rosanna Giles

Phase: 03

Property Address: 214 Sherbrook Cir. Conroe, TX 77385

Home Elevation Contractor Name: Comal Design Group

I. Home Elevation Contractor's Certification and Request for Inspection

I hereby certify:

- ❑ The information presented on this form is true and complete to the best of my knowledge
- ❑ Elevation, repairs, or rehabilitation work performed to date on the above-referenced address has been completed in accordance with the terms and requirements of the FEMA funded elevation program and the City.
- ❑ All expenses for which payment is being requested herein were incurred on the above-referenced address
- ❑ Payments due to contractors, sub-contractors and vendors for all expenses incurred to date have been paid in full.

Start Date: 05-19-2026 Permit Date: 04-30-2026 (NTP 05-05-2026)

I hereby request authorization of payment for work completed for Draw 03 in the amount of: $ 62,250.30

Signature of Contractor — Date: 07-24-2026

II. Homeowner Certification

I / We agree that the work performed to date by the above-referenced Contractor has been satisfactorily completed in accordance with the terms of the Agreement dated: 05-03-2025

I hereby approve and authorize payment to Contractor for Draw 03 in the amount of: $ 62,250.30

Alexander Giles

Signature of Homeowner — Date: 07 / 25 / 2026

III. Conroe's Project Manager Certification

I hereby certify the work for which Contractor is requesting payment has been performed and satisfactorily completed in accordance with City requirements, including all applicable construction standards and specifications.

I hereby approve and authorize payment to Contractor for Draw 03 in the amount of: $ 62,250.30

Signature of PM — Date: 7/31/26

Dropbox Sign

Audit trail

Title	Homeowner Concurrence - 90%
File name	Homeowner_Accepta...herbrook_Cir_.pdf
Document ID	2bfb2ecd1775065c72251b8d7ca324e8eaccd923
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**07 / 24 / 2026** 16:17:21 UTC-5	Sent for signature to Alexander Giles (alexander.giles@msn.com) from clintharris@comaldesign.com IP: 129.222.78.4
VIEWED	**07 / 25 / 2026** 19:40:31 UTC-5	Viewed by Alexander Giles (alexander.giles@msn.com) IP: 172.58.50.126
SIGNED	**07 / 25 / 2026** 19:41:31 UTC-5	Signed by Alexander Giles (alexander.giles@msn.com) IP: 172.58.50.126
COMPLETED	**07 / 25 / 2026** 19:41:31 UTC-5	The document has been completed.

COMAL
ENGINEERING | DESIGN

23410 Grand Reserve Dr. Ste. 801
Katy, TX 77494
Phone: (281) 436-4400

MEMORANDUM

To: City of Conroe

From: Comal Design Group, LLC

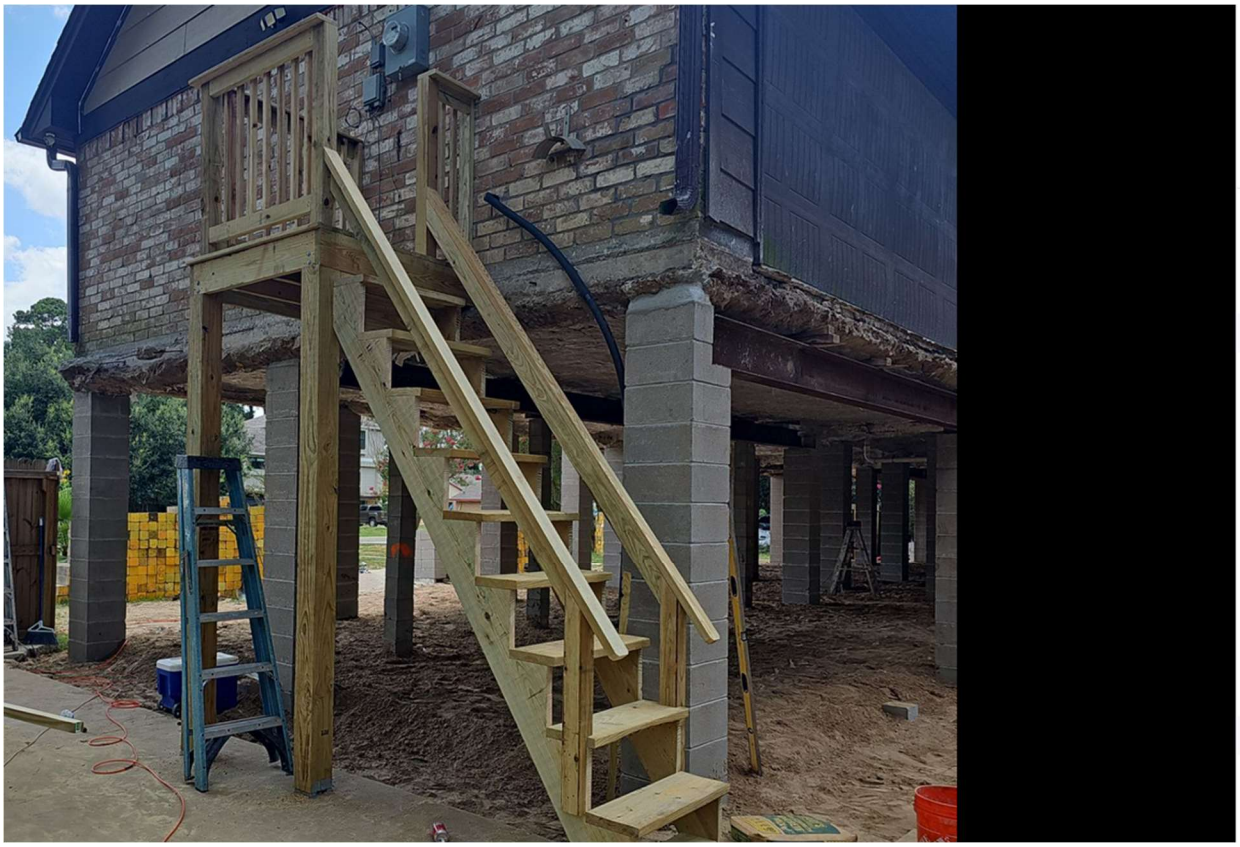
Subject: Draw 3 Photos – 214 Sherbrook Cir. Conroe, TX 77385

Lat/Long: Lat. N 30.234697 Long. W 95.450881

FEMA Project Number: TWDB Contract 2100012751 FMA 2021







214 Sherbrook Cir
Conroe, TX 77385

CH Clint Harris
07/28/2026, 2:40 PM

Add Tags

Tasks
New Task

Description
Add a description...

Comments
Add a comment...



214 Sherbrook Cir
Conroe, TX 77385

CH Clint Harris
07/28/2026, 2:38 PM

Add Tags

Tasks
New Task

Description
Add a description...

Comal Design Group
23410 Grand Reserve #801
Katy, TX 77494 US
2816877363
clintharris@comaldesign.com
www.comaldesign.com

INVOICE

BILL TO
Conroe, TX

INVOICE # 2369
DATE 07/30/2026
DUE DATE 07/30/2026
TERMS Due on receipt

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Project Management	Home Elevation Project - 214 Sherbrook Cir (Draw 3)	0.30	207,501.00	62,250.30

BALANCE DUE **$62,250.30**

Scan to pay

BANK PayPal venmo

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

PURCHASE ORDER

PO Number: 26-02606 **Date:** 06/01/2026

Request #: REQ17301 **Vendor #:** 12521

ISSUED TO: COMAL DESIGN GROUP
23410 GRANDE RESERVE DR STE 801
KATY, TX 77494-4983

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		0 210 Sherbrook - ADA		610-8030-9030	J11-XP	0.00	28,800.00
2		0 211 Sherbrook - ADA		610-8030-9030	J11-XP	0.00	28,800.00
3		0 211 Sherbrook - FMA Home Elevation		610-8030-9030	J11-XP	0.00	210,565.00
4		0 214 Sherbrook - FMA Home Elevation		610-8030-9030	J11-XP	0.00	207,501.00
5		0 213 Sherbrook - FMA Home Elevation		610-8030-9030	J11-XP	0.00	195,740.00
6		0 210 Sherbrook - FMA Home Elevation		610-8030-9030	J11-XP	0.00	203,206.00
7		0 311 Commanche - FMA Home Elevation		610-8030-9030	J11-XP	0.00	100,115.00
8		0 213 Sherbrook - ADA		610-8030-9030	J11-XP	0.00	28,800.00

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

Authorized by: Teri Lynn Hatch **Date:** 6-1-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	1,003,527.00

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

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Nichelle Jones, Project Specialist

Joint Meeting: No Joint Meeting
B. Taylor

Vendor Name
Vendor: Larry Young Paving Inc

Invoice Number
Payment 1

Description
Construction - Street Rehab - Lake Conroe Forest Phase 2

Amount
$232,826.00

Attachments

Larry Young Paving - Payment 1

Purchase Order Invoice Tabulation
FY 25-26

VENDOR INFO: Larry Young Paving, Inc.
1825 Silver Hill Road
Bryan, TX 77807

Project No.: 2024-01

Council Approval: 4/26/2026

PROJECT/DESCRIPTION: **Construction - Street Rehab - Lake Conroe Forest Ph 2**

PURCHASE ORDER NUMBER: 26-02560

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 245,080.00	$ 12,254.00	$ -	$ 232,826.00

Total Spent: $ 232,826.00

Original Contract:	$	2,973,337.75
Change Orders:	$	-
Adjusted Contract:	$	2,973,337.75
Total Paid on Contract	$	232,826.00
Remaining Contract Balance	**$**	**2,740,511.75**

Percentage of Contract Paid: 8%

Percentage of Contract Time (Substantial Completion): 24%

Percentage of Change Orders: 0.00%

Engineering Projects Coordinator

Tara B. Gaha, PE
Senior Assistant City Engineer, CIP

City of Conroe
Public Works - Engineering
700 Metcalf Street, Conroe, TX 77301

For Official Use Only

Date Received:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Project Name: Street Rehabilitation - Lake Conroe Forest Phase II
Contractor: Larry Young Paving, Inc
Address: 1852 Silver Hill Rd., Bryan, TX 77807

Project No.: 2024-01
Phone: (346) 533-9894
Email: r.mcfarland@larryyoungpaving.

Pay Estimate No.: 01
Pay Period (MMM, YYYY): Jul, 2026
Date From: 7/1/2026
Date To: 7/31/2026

ESTIMATE NO. 01

A. CONTRACT TIME:

Notice to Proceed Date:	Jun 21, 2026	*Original Contract Time:*	180 *Days*
Construction Start Date:	Jul 06, 2026	*Approved Add'l Contract Time:*	0 *Days*
Current Sub. Comp. Date:	Feb 01, 2027	*Revised Contract Time:*	180 *Days*
Percent Time Expended:	32.22%	*Contract Time Used To-Date:*	58 *Days*
Percent In-Place Work (Complete):	8.24%	*Remaining Contract Time:*	122 *Days*

B. CONTRACT AMOUNTS:

Original Contract Amount:	$2,973,337.75	
Approved Change Orders:		Approved Days
Change Order No. 1:	$ -	-
Change Order No. 2:	$ -	-
Change Order No. 3:	$ -	-
Change Order No. 4:	$ -	-
Change Order No. 5:	$ -	-
Total Change Orders:	$ -	-
Total Current Contract Amount:	$2,973,337.75	

C. EARNINGS TO-DATE:

Total Percentage of Work Complete in-Place:		8.24%
Total Work Completed To-Date (incld. all executed Change Orders):		$245,080.00
Total Earnings To-Date:		**$245,080.00**

D. DEDUCTIONS:

Retainage of Total Earnings To-Date at:	5%	$	12,254.00
Retainage Release at:	0%	$	-
Total days Liquidated Damages incurred:	0		
Total Liquidated Damages @$1,000/day:		$	-
Total Deductions To-Date:		$	12,254.00

E. AMOUNT DUE THIS PERIOD:

Total Earnings To-Date:	$	245,080.00
Total Deductions:	$	12,254.00
Total Payments Due:	$	232,826.00
Less Previous Payments:	$	-
Total Due This Period:	$	232,826.00

F. CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Larry Young Paving, Inc

Signature: [signature]
Date: 8/18/2026

State of: Texas County of: Brazos

Subscribed and sworn to before me this 18 day of August 2026

SARAH TORGUE NOTARY PUBLIC STATE OF TEXAS ID 135517048 EXP 05-23-2029 Notary seal

Notary Public: [signature] My commission expires: 05/23/2029

G. FIELD VERIFICATION AND CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the undersigned certify that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Signature: [signature] Date: 8/18/26

PROJECT ENGINEER / CONSTRUCTION MANAGER:

Signature: [signature] Date: 8/18/26

AMOUNT CERTIFIED: $ 232,826.00

H. ADMINISTRATIVE APPROVALS

PROCESSED FOR PAYMENT:

Signature: [signature] Date: 8/18/26

APPROVED:

Signature: [signature] Date: 8/19/2026

PAY ESTIMATE - SCHEDULE OF VALUES

Project: Street Rehabilitation - Lake Conroe Forest Phase II
Contractor: Larry Young Paving, Inc

Pay Estimate No. 1
Period Ending Jul, 2026

ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST				
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD	% TTD	
Section A:	Base Bid Items												
1	MOBILIZATION (MAX. 5% OF CONSTRUCTION AMOUNT)	1.00	LS	$ 120,000.00	$120,000.00		0.50	0.50	$ -	$ 60,000.00	$ 60,000.00	50%	
2	SWPPP, PLANS, NOI, MONITORING, MAINTENANCE & REPORTING (INCL. INSTALL & REMOVAL)	1.00	LS	$ 14,000.00	$14,000.00		0.10	0.10	$ -	$ 1,400.00	$ 1,400.00	10%	
3	PREPARING ROW, PER TXDOT ITEM 100	7.00	STA	$ 2,400.00	$16,800.00			-	$ -	$ -	$ -	0%	
4	EXCAVATION (ROADWAY) INCLUDING OFFSITE DISPOSAL, DEPTH PER PLANS OR AS DIRECTED, PER TxDOT ITEM 105	100.00	CY	$ 34.00	$3,400.00			-	$ -	$ -	$ -	0%	
5	EXCAVATION (CHANNEL PER PLANS), PER TXDOT ITEM 110	100.00	CY	$ 44.00	$4,400.00			-	$ -	$ -	$ -	0%	
6	SUBGRADE WIDENING (DENSITY CONTROL), PER TXDOT ITEM 112	1,790.00	SY	$ 7.00	$12,530.00			-	$ -	$ -	$ -	0%	
7	BACKFILL (TYPE A), PER TXDOT ITEM 134	1,320.00	CY	$ 50.00	$66,000.00			-	$ -	$ -	$ -	0%	
8	FL BS (TY D GR 1-2)(COMPLET IN PLACE), PER TxDOT ITEM 247	40.00	CY	$ 99.00	$3,960.00			-	$ -	$ -	$ -	0%	
9	REWORK BS MATL (TY C)(8")(DENSE CONT), PER TxDOT ITEM 251	62,704.00	SY	$ 2.50	$156,760.00		11685.00	########	$ -	$ 29,212.50	$ 29,212.50	19%	
10	LIME TREAT SUBGRADE (6"), PER TxDOT ITEM 260	1,320.00	SY	$ 15.00	$19,800.00			-	$ -	$ -	$ -	0%	
11	CEMENT, PER TXDOT ITEM 275	1,130.00	TON	$ 220.00	$248,600.00		192.00	192.00	$ -	$ 42,240.00	$ 42,240.00	17%	
12	CEMENT TREAT (EXIST MATL) (8")(6% CEMENT), per TxDOT Item 275	62,704.00	SY	$ 3.50	$219,464.00		11685.00	########	$ -	$ 40,897.50	$ 40,897.50	19%	
13	CEMENT TREAT SUBGRADE (COMP IN PLACE) (TY A GRADE 1 TO 2)(7") PER TXDOT ITEM 275	165.00	SY	$ 210.00	$34,650.00			-	$ -	$ -	$ -	0%	
14	PRIME COAT (SS-1), PER TXDOT ITEM 310	9,677.00	GAL	$ 4.75	$45,965.75			-	$ -	$ -	$ -	0%	
15	D-GR HMA TY-D PG64-22, PER TxDOT ITEM 341	7,097.00	TON	$ 145.00	$1,029,065.00			-	$ -	$ -	$ -	0%	
16	TRENCH EXCAVATION PROTECTION, PER TxDOT ITEM 402	100.00	LF	$ 2.75	$275.00			-	$ -	$ -	$ -	0%	
17	12-INCH THICK STONE (TYPE R - GROUTED), RIP RAP MATERIAL WITH NONWOVEN GEOTEXTILE, COMPLETE IN PLACE, PER TXDOT ITEM 432	49.00	SY	$ 200.00	$9,800.00			-	$ -	$ -	$ -	0%	
18	RIPRAP (CONC)(6"), COMPLETE IN PLACE	78.00	SY	$ 190.00	$14,820.00			-	$ -	$ -	$ -	0%	
19	RC PIPE (CL III) (12"), COMPLETE IN PLACE	140.00	LF	$ 92.00	$12,880.00		32.00	32.00	$ -	$ 2,944.00	$ 2,944.00	23%	
20	RC PIPE (CL III) (15"), COMPLETE IN PLACE	212.00	LF	$ 95.00	$20,140.00		140.00	140.00	$ -	$ 13,300.00	$ 13,300.00	66%	
21	RC PIPE (CL IV) (15"), COMPLETE IN PLACE	56.00	LF	$ 100.00	$5,600.00			-	$ -	$ -	$ -	0%	
22	RC PIPE (CL III) (18"), COMPLETE IN PLACE	384.00	LF	$ 110.00	$42,240.00		181.00	181.00	$ -	$ 19,910.00	$ 19,910.00	47%	
23	RC PIPE (CL IV) (18"), COMPLETE IN PLACE	70.00	LF	$ 120.00	$8,400.00			-	$ -	$ -	$ -	0%	
24	RC PIPE (CL III) (24"), COMPLETE IN PLACE	190.00	LF	$ 130.00	$24,700.00		52.00	52.00	$ -	$ 6,760.00	$ 6,760.00	27%	
25	RC PIPE (CL IV) (36"), COMPLETE IN PLACE	50.00	LF	$ 240.00	$12,000.00			-	$ -	$ -	$ -	0%	
26	INLET (TY E, 5X5), (INCLUDING CONNECTING EXISTING PIPE)	2.00	EA	$ 5,300.00	$10,600.00			-	$ -	$ -	$ -	0%	
27	PSET (15") (3:1), COMPLETE IN PLACE	16.00	EA	$ 1,200.00	$19,200.00		8.00	8.00	$ -	$ 9,600.00	$ 9,600.00	50%	
28	PSET (18") (3:1), COMPLETE IN PLACE	23.00	EA	$ 1,100.00	$25,300.00		7.00	7.00	$ -	$ 7,700.00	$ 7,700.00	30%	
29	PSET (24")(3:1), COMPLETE IN PLACE	10.00	EA	$ 1,400.00	$14,000.00		2.00	2.00	$ -	$ 2,800.00	$ 2,800.00	20%	
30	PSET (36") (3:1), COMPLETE IN PLACE	4.00	EA	$ 3,900.00	$15,600.00			-	$ -	$ -	$ -	0%	

PAY ESTIMATE - SCHEDULE OF VALUES

Project: Street Rehabilitation - Lake Conroe Forest Phase II
Contractor: Larry Young Paving, Inc

Pay Estimate No. 1
Period Ending Jul, 2026

ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST			% TTD	
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD		
31	REMOVE STM PIPE (15"-24") (ALL MATERIALS), PER TxDOT ITEM 495	963.00	LF	$ 23.00	$22,149.00		192.00	192.00	$ -	$ 4,416.00	$ 4,416.00	20%	
32	REMOVE STM PIPE (30"-48") (ALL MATERIALS), PER TxDOT ITEM 496	76.00	LF	$ 28.00	$2,128.00			-	$ -	$ -	$ -	0%	
33	REMOVE STR (INLET), PER TxDOT ITEM 497	3.00	EA	$ 1,400.00	$4,200.00			-	$ -	$ -	$ -	0%	
34	BARRICADES, SIGNS, TRAFFIC HANDLING & WORK ZONE SAFETY, PER TXDOT ITEM 502	1.00	LS	$ 39,000.00	$39,000.00		0.10	0.10	$ -	$ 3,900.00	$ 3,900.00	10%	
35	REMOVE & REPLACE DRIVEWAYS (ASPH) INCLUDING BASE (2" HMAC OVER 6" ASB), EXCAVATION INCLD, PER TXDOT ITEM 530	2,033.00	SY	$ 86.00	$174,838.00			-	$ -	$ -	$ -	0%	
36	REMOVE AND REPLACE DRIVEWAYS (CONC) (6"), INCLUDING BASE (6" CONC OVER 6" CSS BASE), EXCAVATION INCLD, PER TXDOT ITEM 530	125.00	SY	$ 180.00	$22,500.00			-	$ -	$ -	$ -	0%	
37	REFL PAV MRK TY I(W) 24" (SLD)(100MIL), SEALER & SURFACE PREP INCLD, COMPLETE IN PLACE, PER TXDOT ITEM 666, 672, 678	530.00	LF	$ 12.00	$6,360.00			-	$ -	$ -	$ -	0%	
38	REFL PAV MRK TY I(Y) 4" (SLD)(100MIL) INCLUDING SEALER & SURFACE PREP, COMPLETE IN PLACE, PER TXDOR ITEMS 666,	21,746.00	LF	$ 1.00	$21,746.00			-	$ -	$ -	$ -	0%	
39	CLEARING & GRUBBING INCLUDING TREE REMOVAL (OFFSITE DISPOSAL), PER TXDOT ITEM 752	1.00	AC	$ 15,000.00	$15,000.00			-	$ -	$ -	$ -	0%	
40	DITCH CLEANING & RESHAPING, PER TxDOT ITEM 760, COMPLETE IN PLACE (WHEN APPROVED BY THE CITY)	2,230.00	LF	$ 11.00	$24,530.00			-	$ -	$ -	$ -	0%	
41	CEMENT STABILIZED SAND (2 SK/TON), COMPLETE IN PLACE (WHEN AUTHORIZED) (min. unit bid	1,000.00	CY	$ 82.00	$82,000.00			-	$ -	$ -	$ -	0%	
42	CUT AND RESTORE PAVEMENT (ASPH), COMPLETE IN PLACE	525.00	SY	$ 80.00	$42,000.00			-	$ -	$ -	$ -	0%	
43	HYDROMULCH SEEDING, COMPLETE IN PLACE	65,836.00	SY	$ 0.75	$49,377.00			-	$ -	$ -	$ -	0%	
44	BLOCK SOD, COMPLETE IN PLACE	650.00	SY	$ 7.00	$4,550.00			-	$ -	$ -	$ -	0%	
45	REMOVE AND REPLACE CHAINLINK FENCE (4-FT), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	200.00	LF	$ 53.00	$10,600.00			-	$ -	$ -	$ -	0%	
46	REMOVE AND REPLACE CABLE/WIRE FENCE (4-FT), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	200.00	LF	$ 46.00	$9,200.00			-	$ -	$ -	$ -	0%	
47	REMOVE & REPLACE MAILBOX, COMPLETE IN PLACE (WHEN APPROVED BY CITY	5.00	EA	$ 330.00	$1,650.00			-	$ -	$ -	$ -	0%	
48	ADJUST WATER VALVES, INCLD. CONC. PAD, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 32.00	$160.00			-	$ -	$ -	$ -	0%	
49	ADJUST MH RIMS (STORM), INCLUDING CONC. PAD, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 1,200.00	$6,000.00			-	$ -	$ -	$ -	0%	

PAY ESTIMATE - SCHEDULE OF VALUES

Project: Street Rehabilitation - Lake Conroe Forest Phase II
Contractor: Larry Young Paving, Inc

Pay Estimate No. 1
Period Ending Jul, 2026

ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST				
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD	% TTD	
50	ADJUST MH RIMS (SAN SWR), INCLUDING CONC. PAD, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 1,500.00	$7,500.00			-	$ -	$ -	$ -	0%	
51	ADJUST SEWER CLEANOUTS, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 280.00	$1,400.00			-	$ -	$ -	$ -	0%	
52	WATERLINE WET CONNECTION (6-8 IN), INCLUDING FITTINGS, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 3,500.00	$17,500.00			-	$ -	$ -	$ -	0%	
53	REMOVE AND REPLACE WATERLINE (6 IN)(BLUE PVC C900, DR-18), INCLUDING FITTINGS, COMPETE IN PLACE (WHEN APPROVED BY CITY)	500.00	LF	$ 79.00	$39,500.00			-	$ -	$ -	$ -	0%	
54	REMOVE AND REPLACE WATERLINE (8 IN)(BLUE PVC C900, DR-18), INCLUDING ALL FITTINGS, COMPETE IN PLACE (WHEN APPROVED BY CITY)	500.00	LF	$ 89.00	$44,500.00			-	$ -	$ -	$ -	0%	
55	INSERTABLE VALVE (6 IN), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	2.00	EA	$ 10,000.00	$20,000.00			-	$ -	$ -	$ -	0%	
56	INSERTABLE VALVE (8 IN), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	2.00	EA	$ 12,000.00	$24,000.00			-	$ -	$ -	$ -	0%	
57	UTILITY CONTIGENCY (TO BE USED WHEN APPROVED BY THE CITY)	1.00	LS	$ 50,000.00	$50,000.00			-	$ -	$ -	$ -	0%	
58					$0.00			-	$ -	$ -	$ -	#DIV/0!	
59					$0.00			-	$ -	$ -	$ -	#DIV/0!	
60					$0.00			-	$ -	$ -	$ -	#DIV/0!	
Section B: CHANGE ORDERS													
1								-	$ -	$ -	$ -		
2								-	$ -	$ -	$ -		
TOTAL CONTRACT *(Including all approved COs)* :					$2,973,337.75				WORK COMPLETED TO DATE:		$245,080.00	8.24%	

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

PURCHASE ORDER

PO Number: 26-02560 **Date:** 05/01/2026

Request #: REQ17231 **Vendor #:** 07115

ISSUED TO: LARRY YOUNG PAVING, INC.
1852 SILVER HILL RD
BRYAN, TX 77807-7306

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Street Rehabilitation -Lake Conroe Forest Phase II		610-8060-9030	I91 XP	0.00	2,973,337.75

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

Authorized by: Teri Lynn Hatch **Date:** 5-1-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	2,973,337.75

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

Regular Council

Meeting Date: 08/27/2026
Department: Public Works
Contact: Jason Miller, Public Works Director
Submitted By: Hailey Baxter, PW Admin Assistant

Joint Meeting: No Joint Meeting
J. Miller

Vendor Name
Vendor: Schneider Electric USA, Inc.

Invoice Number
7006535394

Description
SCADA at Water Wells

Amount
$553,774.00

Attachments

Schneider Electric

Purchase Order Invoice Tabulation
FY 25-26

Vendor Info:	Schneider Electric USA, Inc. 10178
Council Approval:	10/24/2024
Project/Description:	SCADA at Several Water Wells
Purchase Order Number:	25-01034-R1
Purchase Order Amount:	$553,774.01

Date	Invoice #	Amount
11/24/2025	7006535394	$553,774.00

Total Due:	$	553,774.00
Remaining Purchase Order Balance:	$	0.01
Percentage of Contract Paid:		100%

PUBLIC WORKS DIRECTOR

8-19-2026

DATE

Invoice

Page 1 / 1

Document Number	7006535394
Billing Date	Nov 24, 2025
Invoice Amount in USD	553,774.00
Customer Number	1000016984
Customer Ref. No	25-01034
Schneider Order No	50987800
Quote Number	Q-5266293

Invoice-To

CITY OF CONROE
300 W DAVIS ST
CONROE TX 77301-2897

Bill-To

CITY OF CONROE
300 W DAVIS ST
CONROE TX 77301-2897

Ship-To

City of Conroe
401 SGT Ed Holcomb Blvd S
CONROE TX 77304

Special Markings/ Instructions

Remit-To
Schneider Electric USA Inc
21418 Network Place
CHICAGO , IL 60673-1214

Daniel Lodi
002-2820-9030
25-01034

For questions concerning payment of this Invoice, please contact: Leylani Arteaga , E-mail : Leylani.Arteaga@se.com , Phone: 401-792-4467

Billing ID	Description
1	Down Payment
2	Monthly Progress Payment

Total Net Amount	553,774.00
Sales Tax	0.00
Amount to Pay	**553,774.00**

Terms of Payment: Net due date is Dec 24, 2025

Weights - Volumes		Unit
Gross weight	2	LB
Net weight	0	LB
Volume	0	

Line no. (Cust. Line)*	Material Designation	Description Cust. Material No. Material Entered Product Marking Surcharges	Qty
10 (10)	SRVLVMPLC Well Migrations	PLC Modernization	1
20 (10)	SRVLVMPLC Well Migrations	PLC Modernization	1
30 (20)	SRVLVMPLC Workstations	PLC Modernization	1
40 (20)	SRVLVMPLC Workstations	PLC Modernization	1
50 (30)	SRVLVMPLC Spare Part	PLC Modernization	1
60 (30)	SRVLVMPLC Spare Part	PLC Modernization	1

*Note - Cust. Line number was automatically generated if not provided by customer.
This account is due and payable subject to the latest conditions of sale as published.
Please refer to the Schneider Electric US website: https://www.schneider-electric.us/en/download/document/0100PL0043 for a copy of the current conditions of sale.

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

PURCHASE ORDER

PO Number: 25-01034-R1 **Date:** 10/01/2025

Request #: REQ15362 **Vendor #:** 10178

ISSUED TO: SCHNEIDER ELECTRIC USA INC
201 WASHINGTON ST, ONE BOSTON PLACE
SUITE 2700
BOSTON, MA 02108-

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	SCADA AT SEVERAL WATER WELLS		002-2820-9030		0.00	553,774.00
2	0	SCADA AT SEVERAL WATER WELLS		002-2820-9030		0.00	0.01

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

Authorized by: Teri-Lynn Hatch **Date:** 8-19-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	553,774.01

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

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Engineering Manager
Submitted By: Nichelle Jones, Project Specialist

Joint Meeting: No Joint Meeting
B. Taylor

Vendor Name
Vendor: T Construction LLC

Invoice Number
Payment 5

Description
Sewer Rehab Cedar Ln & San Jacinto

Amount
$68,138.66

Attachments

T Construction - Payment 5

Purchase Order Invoice Tabulation
FY 25-26

VENDOR INFO: T Construction LLC
12601 McNair St
Houston,TX 77015

Project No.: 2026-02

Council Approval: 1/8/2026

PROJECT/DESCRIPTION: Sewer Rehab - Cedar Ln & S San Jacinto

PURCHASE ORDER NUMBER: 26-02305

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 56,102.50	$ 2,805.13	$ -	$ 53,297.38
2	$ 68,644.50	$ 3,432.23	$ 53,297.38	$ 11,914.90
3	$ 76,244.50	$ 3,812.23	$ 65,212.28	$ 7,220.00
4	$ 78,059.60	$ 3,902.98	$ 72,432.28	$ 1,724.35
5	$ 149,784.50	$ 7,489.23	$ 74,156.62	$ 68,138.66

Total Spent: $ 142,295.28

Original Contract:	$	354,296.50
Change Orders:	$	-
Adjusted Contract:	$	354,296.50
Total Paid on Contract	$	142,295.28
Remaining Contract Balance	**$**	**212,001.23**

Percentage of Contract Paid: 40%

Percentage of Contract Time (Substantial Completion): 96%

Percentage of Change Orders: 0.00%

Engineering Projects Coordinator

Tara B. Gaha, PE
Senior Assistant City Engineer, CIP

City of Conroe
Public Works - Engineering
700 Metcalf Street, Conroe, TX 77301

For Official Use Only

Date Received:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Project Name: Sanitary Sewer Rehab - Cedar Ln. & S. San Jacinto Area
Contractor: T Construction
Address: 12601 McNair St. Houston, TX 77015

Project No.: 2026-02
Phone: (832) 582-8420
Email: lojeda@tconstructionllc.com

Pay Estimate No.: 05
Pay Period (MMM, YYYY): Jul, 2026
Date From: 7/1/2026
Date To: 7/31/2026

ESTIMATE NO. 05

A. CONTRACT TIME:

Notice to Proceed Date:	Feb 05, 2026	*Original Contract Time:*	220 *Days*
Construction Start Date:	Feb 20, 2026	*Approved Add'l Contract Time:*	0 *Days*
Current Sub. Comp. Date:	Aug 29, 2026	*Revised Contract Time:*	220 *Days*
Percent Time Expended:	86.36%	*Contract Time Used To-Date:*	190 *Days*
Percent In-Place Work (Complete):	42.28%	*Remaining Contract Time:*	30 *Days*

B. CONTRACT AMOUNTS:

Original Contract Amount:	$354,296.50	
Approved Change Orders:		Approved Days
Change Order No. 1:	$ -	-
Change Order No. 2:	$ -	-
Change Order No. 3:	$ -	-
Change Order No. 4:	$ -	-
Change Order No. 5:	$ -	-
Total Change Orders:	$ -	-
Total Current Contract Amount:	$354,296.50	

C. EARNINGS TO-DATE:

Total Percentage of Work Complete in-Place:	42.28%
Total Work Completed To-Date (incld. all executed Change Orders):	$149,784.50
Total Earnings To-Date:	$149,784.50

D. DEDUCTIONS:

Retainage of Total Earnings To-Date at:	5%	$ 7,489.23
Retainage Release at:	0%	$ -
Total days Liquidated Damages incurred:	0	
Total Liquidated Damages @$1,000/day:		$ -
Total Deductions To-Date:		$ 7,489.23

E. AMOUNT DUE THIS PERIOD:

Total Earnings To-Date:	$ 149,784.50
Total Deductions:	$ 7,489.23
Total Payments Due:	$ 142,295.28
Less Previous Payments:	$ 74,156.53
Total Due This Period:	$ 68,138.75

F. CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: T Construction

Signature: [signature]
Date: 8/14/2026

MAYRA A MARTINEZ
Notary Public, State of Texas
Comm. Expires 4/17/2029
Notary ID 135511364

State of: TX County of: Harris

Subscribed and sworn to before me this 14th day of August 2026

Notary Public: [signature] My commission expires: 4/17/2029

G. FIELD VERIFICATION AND CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the undersigned certify that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Signature: [signature] Date: 8/17/26

PROJECT ENGINEER / CONSTRUCTION MANAGER:

Signature: [signature] Date: 8/17/26

AMOUNT CERTIFIED: $ 68,138.75

H. ADMINISTRATIVE APPROVALS

PROCESSED FOR PAYMENT:

Signature: [signature] Date 8/17/26

APPROVED:

Signature: [signature] Date: 8/17/2026

PAY ESTIMATE - SCHEDULE OF VALUES

Project: Sanitary Sewer Rehab - Cedar Ln. & S. San Jacinto Area

Contractor: T Construction

Pay Estimate No. 5

Period Ending Jul 30, 2026

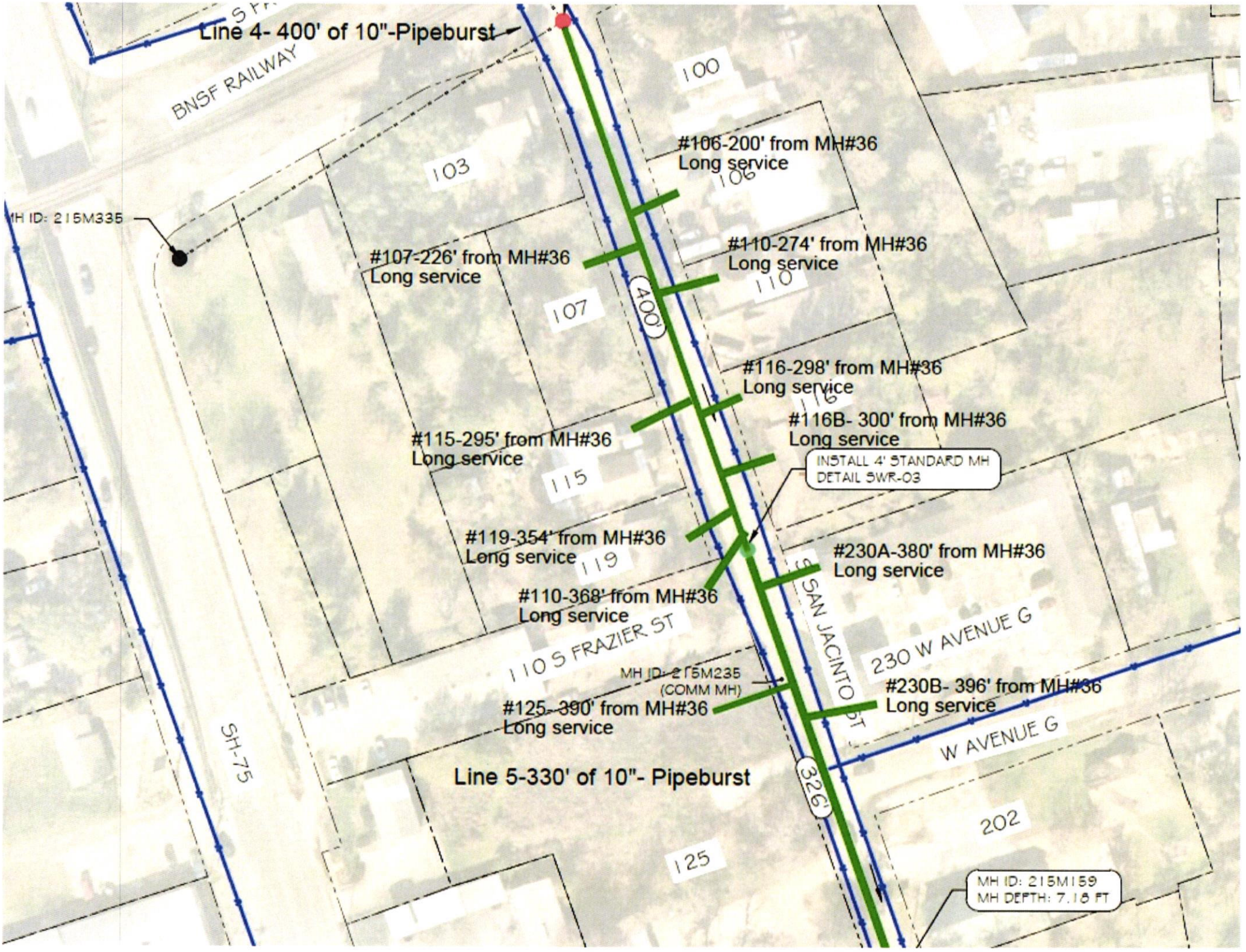
ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST			% TTD	
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD		
Section A:	Base Bid Items												
1	MOBILIZATION (max. 5% of Construction Amount)	1.00	LS	$ 20,000.00	$20,000.00	0.50	0.25	0.75	$ 10,000.00	$ 5,000.00	$ 15,000.00	75%	
2	BARRICADES, SIGNS, TRAFFIC HANDLING & WORK ZONE SAFETY PER TXDOT ITEM 502	1.00	LS	$ 2,750.00	$2,750.00	0.25	0.25	0.50	$ 687.50	$ 687.50	$ 1,375.00	50%	
3	CLEANING & CCTV INSPECTION (PRE-INSTALLATION) (ALL PIPE SIZE), PER COC SPEC 00300-012	2,205.00	LF	$ 3.20	$7,056.00			-	$ -	$ -	$ -	0%	
4	CLEANING & CCTV INSPECTION (POST-INSTALLATION) (ALL PIPE SIZE), PER COC SPEC 00300-012	2,205.00	LF	$ 2.10	$4,630.50			-	$ -	$ -	$ -	0%	
5	SEWER REHAB (PIPE BURST) (8-IN TO 8-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	1,103.00	LF	$ 43.00	$47,429.00	640.00	0.00	640.00	$ 27,520.00	$ -	$ 27,520.00	58%	
6	SEWER REHAB (PIPE BURST) (10-IN TO 10-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	1,102.00	LF	$ 58.00	$63,916.00		730.00	730.00	$ -	$ 42,340.00	$ 42,340.00	66%	Line 4 -400' & Line 5-330'
7	REHAB SWR MH (CEMENT LINING) (1-IN TH; 12.56 SF/VF) (SPRAY-APPLY), COMPLETE IN PLACE, PER COC SPEC 00300-023	58.00	VF	$ 130.00	$7,540.00			-	$ -	$ -	$ -	0%	
8	RE-CONNECT SAN SWR SERV. (SHORT TAP)(ALL SIZE) INCLUDING SERVICE LEADS, CLEANOUT AND CUT & RESTORE (CONC. OR ASPH), COMPLETE IN PLACE, PER COC SPEC 00300-009	8.00	EA	$ 1,300.00	$10,400.00	8.00	0.00	8.00	$ 10,400.00	$ -	$ 10,400.00	100%	
9	RE-CONNECT SAN SWR SERV. (LONG TAP) (ALL SIZE) INCLUDING SERVICE LEADS, CLEANOUT AND CUT & RESTORE (CONC. OR ASPH), COMPLETE IN PLACE, PER COC SPEC 00300-009	38.00	EA	$ 2,050.00	$77,900.00	4.00	11.00	15.00	$ 8,200.00	$ 22,550.00	$ 30,750.00	39%	
10	TEMPORARY SEWER BYPASS, INCLUDING BYPASS PLAN (SIGNED & SEALED), SET UP, MAINTENANCE, MONITORING & REMOVAL, COMPLETE IN PLACE, PER COC SPEC 00300-002	1.00	LS	$ 5,500.00	$5,500.00	0.33	0.20	0.53	$ 1,815.00	$ 1,100.00	$ 2,915.00	53%	
11	REMOVE AND REPLACE MH R&C (24") (SEWER)(MATCH EXISTING), COMPLETE IN PLACE	4.00	EA	$ 950.00	$3,800.00	3.00	0.00	3.00	$ 2,850.00	$ -	$ 2,850.00	75%	
12	REMOVE AND REPLACE MH R&C (32") (SEWER)(MATCH EXISTING), COMPLETE IN PLACE	5.00	EA	$ 1,300.00	$6,500.00			-	$ -	$ -	$ -	0%	
13	REMOVE END OF LINE SAN SWR CLEANOUT (6IN),(WHEN APPROVED BY CITY)	3.00	EA	$ 1,050.00	$3,150.00			-	$ -	$ -	$ -	0%	
14	SAN SEWER MANHOLE (PRECAST) (ø4-FT; STD) (R&C) (ALL DEPTHS), COMPLETE IN PLACE (WHEN APPROVED BY CITY), PER COC SPEC 00300-006	4.00	EA	$ 7,600.00	$30,400.00	1.00	0.00	1.00	$ 7,600.00	$ -	$ 7,600.00	25%	
15	5' X 5' MH CONCRETE APPRON, COMPLETE IN PLACE, PER PLAN DETAIL, (WHEN APPROVED BY CITY)	8.00	EA	$ 1,050.00	$8,400.00	1.00	0.00	1.00	$ 1,050.00	$ -	$ 1,050.00	13%	

PAY ESTIMATE - SCHEDULE OF VALUES

Project: Sanitary Sewer Rehab - Cedar Ln. & S. San Jacinto Area
Contractor: T Construction

Pay Estimate No. 5
Period Ending Jul 30, 2026

ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
		QTY.	UNIT	UNIT PRICE	AMOUNT	QUANTITY			COST			% TTD	
						PREV.	CURRENT	TTD	PREV.	CURRENT	TTD		
16	INSTALL SAN SWR (8-IN) (PVC SDR-26) (OPEN-CUT) (ALL DEPTHS) (UNPAVED AREA), INCLD EXIST PIPE REMOVAL, BEDDING & BACKFILL, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	100.00	LF	$ 54.00	$5,400.00	98.00	0.00	98.00	$ 5,292.00	$ -	$ 5,292.00	98%	
17	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE, PER COC SPEC 00100-004, (WHEN APPROVED BY CITY)	100.00	LF	$ 2.50	$250.00		19.00	19.00	$ -	$ 47.50	$ 47.50	19%	
18	POINT REPAIR & OBSTRUCTION REMOVAL(ALL DEPTHS) (ALL SIZE) (MIN. 10-FT SECTION), COMPLETE IN PLACE, PER COC SPEC 00300-021 (WHEN APPROVED BY CITY)	5.00	EA	$ 145.00	$725.00	1.00	0.00	1.00	$ 145.00	$ -	$ 145.00	20%	
19	CUT & RESTORE PVMT OR DRIVEWAY (ASPH), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	100.00	SY	$ 69.00	$6,900.00			-	$ -	$ -	$ -	0%	
20	CUT & RESTORE PVMT OR DRIVEWAY (CONC), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	100.00	SY	$ 82.00	$8,200.00			-	$ -	$ -	$ -	0%	
21	BLOCK SOD, COMPLETE IN PLACE, PER COC SPEC 00100-016 (WHEN APPROVED BY CITY)	400.00	SY	$ 8.00	$3,200.00			-	$ -	$ -	$ -	0%	
22	LOCATE UTILITY (SUE) (QL-A) (HYDRO-VAC) (ALL DEPTHS), PER COC SPEC 00100-021, AS DIRECTED BY THE ENGINEER (MIN. $500/EA)	5.00	EA	$ 500.00	$2,500.00	5.00	0.00	5.00	$ 2,500.00	$ -	$ 2,500.00	100%	
23	CEMENT STABILIZED SAND BACKFILL, COMPLETE IN PLACE, PER COC SPEC 00100-014, (WHEN APPROVED BY CITY)(MIN BID $55/CY)	50.00	CY	$ 55.00	$2,750.00			-	$ -	$ -	$ -	0%	
24	UTILITY CONTINGENCY (TO BE USED ONLY WITH APPROVAL FROM THE CITY)	1.00	LS	$ 25,000.00	$25,000.00			-	$ -	$ -	$ -	0%	
Section B:	CHANGE ORDERS												
1								-	$ -	$ -	$ -		
2								-	$ -	$ -	$ -		
	TOTAL CONTRACT *(including all approved COs)*:				$354,296.50				WORK COMPLETED TO DATE:		$149,784.50	42.28%	


Line 4- 400' of 10"-Pipeburst
BNSF RAILWAY
100
103
106
#106-200' from MH#36
Long service
MH ID: 215M335
#107-226' from MH#36
Long service
#110-274' from MH#36
Long service
107
110
400'
#116-298' from MH#36
Long service
116
#116B- 300' from MH#36
Long service
#115-295' from MH#36
Long service
INSTALL 4' STANDARD MH
DETAIL SWR-03
115
#119-354' from MH#36
Long service
119
#230A-380' from MH#36
Long service
#110-368' from MH#36
Long service
SAN JACINTO ST
230 W AVENUE G
110 S FRAZIER ST
MH ID: 215M235
(COMM MH)
#230B- 396' from MH#36
Long service
#125- 390' from MH#36
Long service
W AVENUE G
SH-75
Line 5-330' of 10"- Pipeburst
326'
202
125
MH ID: 215M159
MH DEPTH: 7.16 FT

T CONSTRUCTION, L.L.C.

12605 McNair St * Houston, Texas 77015 * Ph. 832-582-8420 * Fax. 832-582-8421

July 14,2026

Project: Proposed Sewer Rehab- Cedar ln & S. San Jacinto St. Area

T Construction, LLC respectfully is notifying about a Rain out for the month of July 2026.
Proposed Sewer Rehab- Cedar ln & S. San Jacinto St. Area Project.

- 7.14.2026- Rain Out – No Activity
- From 1 to 2 inches of rainfall
- No work reason: Rain prevents safe/productive field work

If you have any questions, please do not hesitate to contact me.

Sincerely,

Yesenia Vasquez Assistant Project Manager,
T Construction LLC

Phone: 832-526-0741
Fax: 832-582-8421
Email: yvasquez@tconstructionllc.com
Website: www.tconstructionllc.com
Address: 12601 McNair St. Houston,
TX 77015

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

PURCHASE ORDER

PO Number: 26-02305 **Date:** 01/16/2026

Request #: REQ16938 **Vendor #:** 03547

ISSUED TO: T CONSTRUCTION LLC
12601 MCNAIR ST
HOUSTON, TX 77015-

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Construction-Sewer Rehab-Cedar Ln & S San Jac		002-2882-9030		0.00	354,296.50

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

Authorized by: Teri Lynn Hatch **Date:** 1-16-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	354,296.50

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

Regular Council

Meeting Date: 08/27/2026
Department: Engineering
Contact: Brandy Taylor, Community Development Director
Submitted By: Nichelle Jones, Project Specialist

Joint Meeting: No Joint Meeting
B. Taylor

Vendor Name
Vendor: T Construction LLC

Invoice Number
Payment 7

Description
Construction - SSOI Section 10 & 11

Amount
$71,386.68

Attachments

T Construction - Payment 7

Purchase Order Invoice Tabulation
FY 25-26

VENDOR INFO: T Construction LLC
12601 McNair St
Houston,TX 77015

Project No.: 2024-10

Council Approval: 11/13/2025

PROJECT/DESCRIPTION: **Construction-SSOI Section 10 & 11**

PURCHASE ORDER NUMBER:

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 85,869.25	$ 4,293.46	$ -	$ 81,575.79
2	$ 174,857.20	$ 8,742.86	$ 81,575.79	$ 84,538.55
3	$ 262,005.20	$ 13,100.26	$ 166,114.34	$ 82,790.60
4	$ 438,771.20	$ 21,938.56	$ 248,904.94	$ 167,927.70
5	$ 607,358.75	$ 30,367.94	$ 416,832.64	$ 160,158.17
6	$ 672,723.75	$ 33,636.19	$ 576,990.81	$ 62,096.75
7	$ 748,920.25	$ 37,446.01	$ 639,087.56	$ 71,386.68

Total Spent: $ 710,474.24

Original Contract:	$	1,497,067.90
Change Orders:	$	1,000.00
Adjusted Contract:	$	1,498,067.90
Total Paid on Contract	$	710,474.24
Remaining Contract Balance	**$**	**787,593.66**

Percentage of Contract Paid: 47%

Percentage of Contract Time (Substantial Completion): 63%

Percentage of Change Orders: 0.07%

Engineering Projects Coordinator

Tara B. Gaha, PE
Senior Assistant City Engineer, CIP

City of Conroe
Public Works - Engineering
700 Metcalf Street, Conroe, TX 77301

For Official Use Only

Date Received:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Project Name: SSOI Sections 10 & 11
Contractor: T Construction, LLC
Address: 12601 McNair St. Houston, TX 77015

Project No.: 2024-10
Phone: (832) 582-8420
Email: lojeda@tconstructionllc.com

Pay Estimate No.: 07
Pay Period (MMM, YYYY): Jul, 2026
Date From: 7/1/2026
Date To: 7/31/2026

ESTIMATE NO. 07

A. CONTRACT TIME:

Contract Execution Date:	Dec 04, 2025	*Original Contract Time:*	200 *Days*
Construction Start Date::	Jan 05, 2026	*Approved Add'l Contract Time:*	20 *Days*
Current Sub. Comp. Date:	Aug 13, 2026	*Revised Contract Time:*	220 *Days*
Percent Time Expended:	100.45%	*Contract Time Used To-Date:*	221 *Days*
Percent In-Place Work (Complete):	50.03%	*Remaining Contract Time:*	-1 *Days*

B. CONTRACT AMOUNTS:

Original Contract Amount: **$1,497,067.90**

Approved Change Orders:		**Approved Days**
Change Order No. 1:	$ -	20
Change Order No. 2:	$ -	-
Change Order No. 3:	$ -	-
Change Order No. 4:	$ -	-
Change Order No. 5:	$ -	-
Total Change Orders:	**$ -**	**20**
Total Current Contract Amount:	**$1,497,067.90**	

C. EARNINGS TO-DATE:

Total Percentage of Work Complete in-Place:	50.03%
Total Work Completed To-Date (incld. all executed Change Orders):	$748,920.25
Total Earnings To-Date:	**$748,920.25**

D. DEDUCTIONS:

Retainage of Total Earnings To-Date at:	5%	$ 37,446.01
Retainage Release at:	0%	$ -
Total days Liquidated Damages incurred:	1	
Total Liquidated Damages @$1,000/day:		$ 1,000.00
Total Deductions To-Date:		**$ 38,446.01**

E. AMOUNT DUE THIS PERIOD:

Total Earnings To-Date:	$ 748,920.25
Total Deductions:	$ 38,446.01
Total Payments Due:	$ 710,474.24
Less Previous Payments:	$ 639,087.56
Total Due This Period:	**$ 71,386.68**

F. CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: T Construction, LLC

Signature: Yesenia
Date: 8/14/2026

MAYRA A MARTINEZ
Notary Public, State of Texas
Comm. Expires 4/17/2029
Notary ID 135511364
(Notary seal)

State of: TX County of: Harris

Subscribed and sworn to before me this 14th day of August 2026

Notary Public: Mayra Martinez My commission expires: 4/17/2029

G. FIELD VERIFICATION AND CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the undersigned certify that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Signature: Date: 8/18/2026

PROJECT ENGINEER / CONSTRUCTION MANAGER:

Signature: Date: 8/18/2026

AMOUNT CERTIFIED: $ 71,386.68

H. ADMINISTRATIVE APPROVALS

PROCESSED FOR PAYMENT:

Signature: Date: 8/18/2026

APPROVED:

Signature: Date: 8/18/2026

PAY ESTIMATE - SCHEDULE OF VALUES

Project: SSOI Sections 10 & 11
Contractor: T Construction, LLC

Pay Estimate No. 7
Period Ending Jul 31, 2026

ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST				
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD	% TTD	
Section A:	Base Bid Items												
1	MOBILIZATION (max. 5% of Construction Amount) [*]	1.00	LS	$ 48,000.00	$48,000.00	0.70	0.15	0.85	$ 33,600.00	$ 7,200.00	$ 40,800.00	85%	
2	BARRICADES, SIGNS, TRAFFIC HANDLING & WORK ZONE SAFETY PER TXDOT ITEM 502	1.00	LS	$ 8,500.00	$8,500.00	0.70	0.00	0.70	$ 5,950.00	$ -	$ 5,950.00	70%	
3	CLEANING & CCTV INSPECTION (PRE-INSTALLATION) (ALL PIPE SIZE), PER COC SPEC 00300-012	14,482.00	LF	$ 4.75	$68,789.50	9911.00	0.00	9,911.00	$ 47,077.25	$ -	$ 47,077.25	68%	
4	CLEANING & CCTV INSPECTION (POST-INSTALLATION) (ALL PIPE SIZE), PER COC SPEC 00300-012	14,482.00	LF	$ 3.70	$53,583.40			-	$ -	$ -	$ -	0%	
5	SEWER REHAB (STATIC PIPE BURST) (8-IN TO 8-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	5,900.00	LF	$ 38.00	$224,200.00	5458.00	260.00	5,718.00	$ 207,404.00	$ 9,880.00	$ 217,284.00	97%	
6	SEWER REHAB (PNEUMATIC PIPE BURST) (8-IN TO 8-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	2,325.00	LF	$ 36.00	$83,700.00	2043.00	0.00	2,043.00	$ 73,548.00	$ -	$ 73,548.00	88%	
7	SEWER REHAB (PNEUMATIC PIPE BURST) (10-IN TO 10-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	3,487.00	LF	$ 45.00	$156,915.00	3010.00	387.00	3,397.00	$ 135,450.00	$ 17,415.00	$ 152,865.00	97%	
8	SEWER REHAB (PNEUMATIC PIPE BURST) (15-IN TO 15-IN) (HDPE, DR 19) (ALL DEPTH), COMPLETE IN PLACE, PER COC SPEC 00300-020	2,770.00	LF	$ 60.00	$166,200.00		15.00	15.00	$ -	$ 900.00	$ 900.00	1%	Entry Pit Excavated on 7/28
9	REHAB SWR MH (CEMENT LINING) (1-IN TH; 12.56 SF/VF) (SPRAY-APPLY), COMPLETE IN PLACE, PER COC SPEC 00300-023	759.00	VF	$ 220.00	$166,980.00			-	$ -	$ -	$ -	0%	
10	RE-CONNECT SAN SWR SERV. SAME SIDE OF THE STREET OR BACKYARD (SHORT TAP)(ALL SIZE)(SERVICE LEADS AND CLEANOUT INCLD), COMPLETE IN PLACE (QWIKSEAL- FERNCO OR EQUIVALENT), PER COC SPEC 00300-009	117.00	EA	$ 850.00	$99,450.00	138.00	1.00	139.00	$ 117,300.00	$ 850.00	$ 118,150.00	119%	
11	RE-CONNECT SAN SWR SERVICE ACROSS THE STREET (LONG TAP) (ALL SIZE)(SERVICE LEADS AND CLEANOUT INCLD), (QWIKSEAL- FERNCO OR EQUIVALENT), COMPLETE IN PLACE, PER COC SPEC 00300-009	18.00	EA	$ 1,200.00	$21,600.00	21.00	0.00	21.00	$ 25,200.00	$ -	$ 25,200.00	117%	
12	MH VENT STRUCTURE (4-IN), INCLUDING ALL APPERTUNANCES, COMPLETE IN PLACE, PER PLAN DETAIL	4.00	EA	$ 4,500.00	$18,000.00			-	$ -	$ -	$ -	0%	
13	TEMPORARY SEWER BYPASS, INCLUDING BYPASS PLAN (SIGNED & SEALED), SET UP, MAINTENANCE, MONITORING & REMOVAL, COMPLETE IN PLACE, PER COC SPEC 00300-002	1.00	LS	$ 5,000.00	$5,000.00		0.15	0.15	$ -	$ 750.00	$ 750.00	15%	
14	RAISED MH TOP, INCLUDING EMBANKMENT (SELECT FILL, DENSITY CONTROLLED) & REINF. CONC. PAD, (FOR MH IN THE FLOOD PLAIN), PER PLAN DETAIL, COMPLETE IN PLACE	13.00	EA	$ 1,200.00	$15,600.00			-	$ -	$ -	$ -	0%	

PAY ESTIMATE - SCHEDULE OF VALUES

Project: SSOI Sections 10 & 11
Contractor: T Construction, LLC

Pay Estimate No. 7
Period Ending Jul 31, 2026

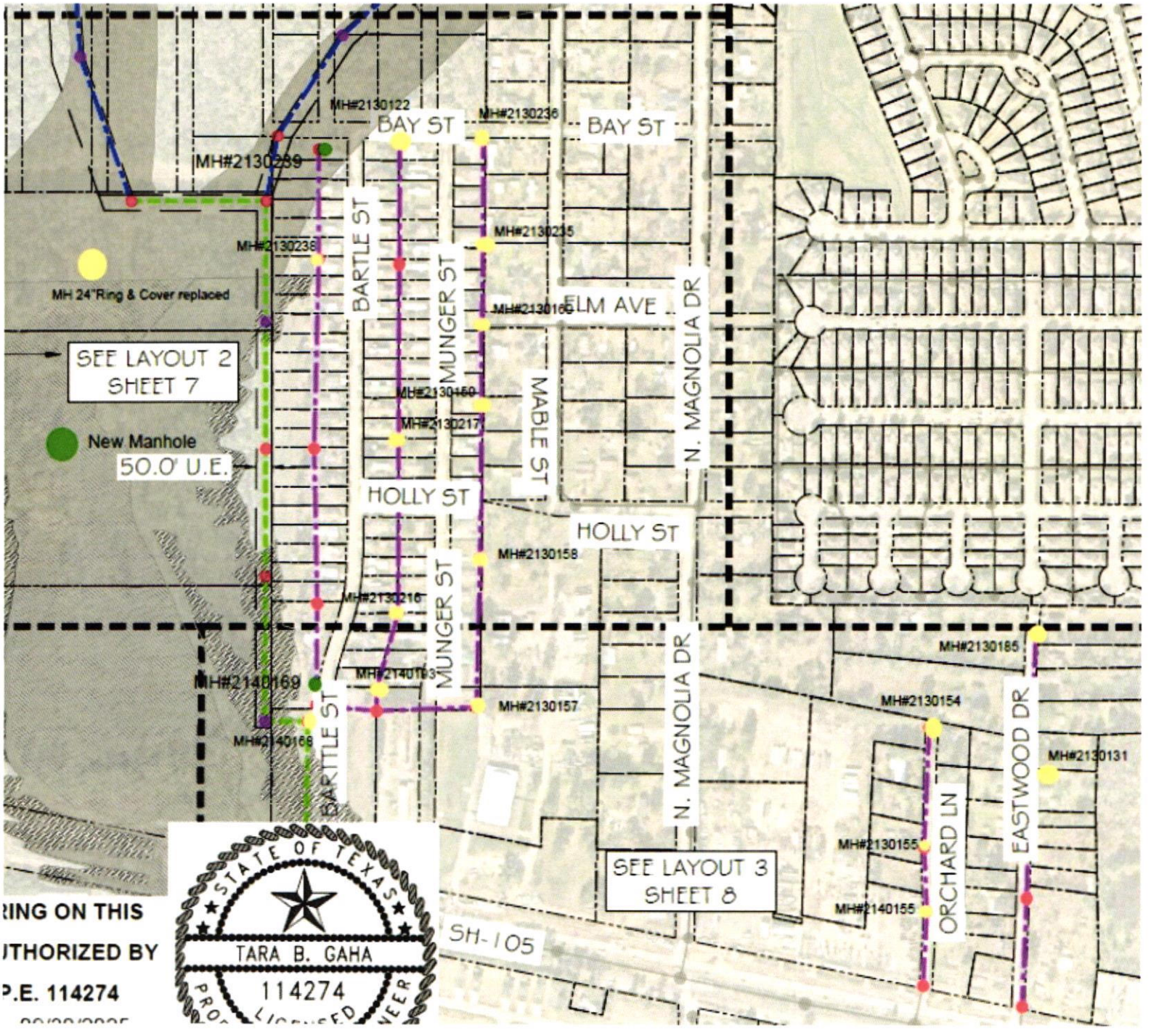
ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
						QUANTITY			COST			% TTD	
		QTY.	UNIT	UNIT PRICE	AMOUNT	PREV.	CURRENT	TTD	PREV.	CURRENT	TTD		
15	REMOVE AND REPLACE MH R&C (32") (SEWER), (BOLTED AND SEALED), COMPLETE IN PLACE	20.00	EA	$ 1,550.00	$31,000.00			-	$ -	$ -	$ -	0%	
16	REMOVE AND REPLACE MH R&C (24") (SEWER), COMPLETE IN PLACE	26.00	EA	$ 1,300.00	$33,800.00	2.00	17.00	19.00	$ 2,600.00	$ 22,100.00	$ 24,700.00	73%	
17	REMOVE AND REPLACE MH R&C (32") (SEWER), COMPLETE IN PLACE (WHEN APPROVED BY THE CITY)	5.00	EA	$ 2,500.00	$12,500.00			-	$ -	$ -	$ -	0%	
18	REMOVE SAN SWR CLEANOUT (6IN), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	5.00	EA	$ 150.00	$750.00			-	$ -	$ -	$ -	0%	
19	SAN SEWER MANHOLE (PRECAST) (ø4-FT; STD) (R&C) (ALL DEPTHS), COMPLETE IN PLACE (WHEN APPROVED BY CITY), PER COC SPEC 00300-006	5.00	EA	$ 7,100.00	$35,500.00	2.00	1.00	3.00	$ 14,200.00	$ 7,100.00	$ 21,300.00	60%	337 Bartle St- MH#2130239
20	SAN SEWER MANHOLE (PRECAST) (ø5-FT, STD) (R&C)(ALL DEPTHS), COMPLETE IN PLACE (WHEN APPROVED BY CITY), PER COC SPEC 00300-006	5.00	EA	$ 8,600.00	$43,000.00		1.00	1.00	$ -	$ 8,600.00	$ 8,600.00	20%	211 Bartle st- MH#2140169
21	5' X 5' MH CONCRETE APPRON, COMPLETE IN PLACE, PER PLAN DETAIL, (WHEN APPROVED BY CITY)	30.00	SY	$ 160.00	$4,800.00			-	$ -	$ -	$ -	0%	
22	SAN SEWER EXTERAL DROP STRUCTURE (ALL SIZES), COMPLETE IN PLACE, PER PLAN DETAIL, (WHEN APPROVED BY THE CITY)	5.00	EA	$ 4,500.00	$22,500.00			-	$ -	$ -	$ -	0%	
23	REHAB (ALL SIZES) SAN SWR (CIPP METHOD), COMPLETE IN PLACE, PER COC SPEC 00300-026 (WHEN APPROVED BY CITY)	200.00	LF	$ 34.00	$6,800.00			-	$ -	$ -	$ -	0%	
24	MECHANICAL CLEANING (INCLUDING REMOVAL OF ROOTS AND TUBERCULATION (WHEN APPROVED BY CITY)	500.00	LF	$ 18.00	$9,000.00			-	$ -	$ -	$ -	0%	
25	INSTALL SAN SWR (8-IN) (PVC SDR-26) (OPEN-CUT) (ALL DEPTHS) (UNPAVED AREA), INCLD EXIST PIPE REMOVAL, BEDDING & BACKFILL, COMPLETE IN PLACE (WHEN APPROVED BY CITY)	500.00	LF	$ 30.00	$15,000.00	20.00	0.00	20.00	$ 600.00	$ -	$ 600.00	4%	
26	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE, PER COC SPEC 00100-004, (WHEN APPROVED BY CITY)	500.00	LF	$ 2.00	$1,000.00	1043.00	151.00	1,194.00	$ 2,086.00	$ 302.00	$ 2,388.00	239%	
27	POINT REPAIR (ALL DEPTHS) (ALL SIZE) (MIN. 10-FT), COMPLETE IN PLACE, PER COC SPEC 00300-021 (WHEN APPROVED BY CITY)	10.00	EA	$ 250.00	$2,500.00			-	$ -	$ -	$ -	0%	
28	CUT & RESTORE PVMT OR DRIVEWAY (CONC), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	250.00	SY	$ 150.00	$37,500.00		7.33	7.33	$ -	$ 1,099.50	$ 1,099.50	3%	200 Munger St
29	CUT & RESTORE PVMT (ASPH), COMPLETE IN PLACE (WHEN APPROVED BY CITY)	100.00	SY	$ 140.00	$14,000.00			-	$ -	$ -	$ -	0%	

PAY ESTIMATE - SCHEDULE OF VALUES

Project: SSOI Sections 10 & 11
Contractor: T Construction, LLC

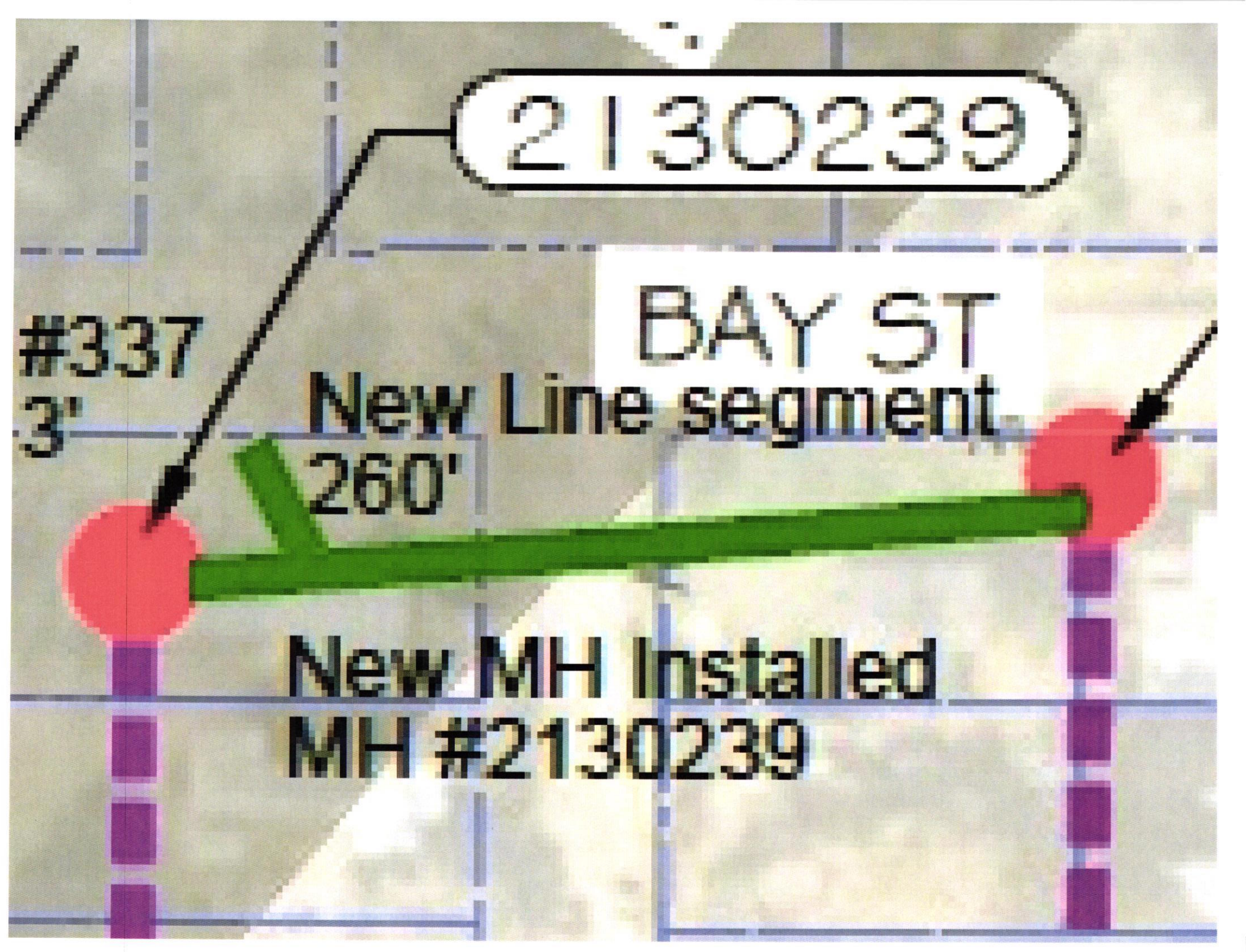
Pay Estimate No. 7
Period Ending Jul 31, 2026

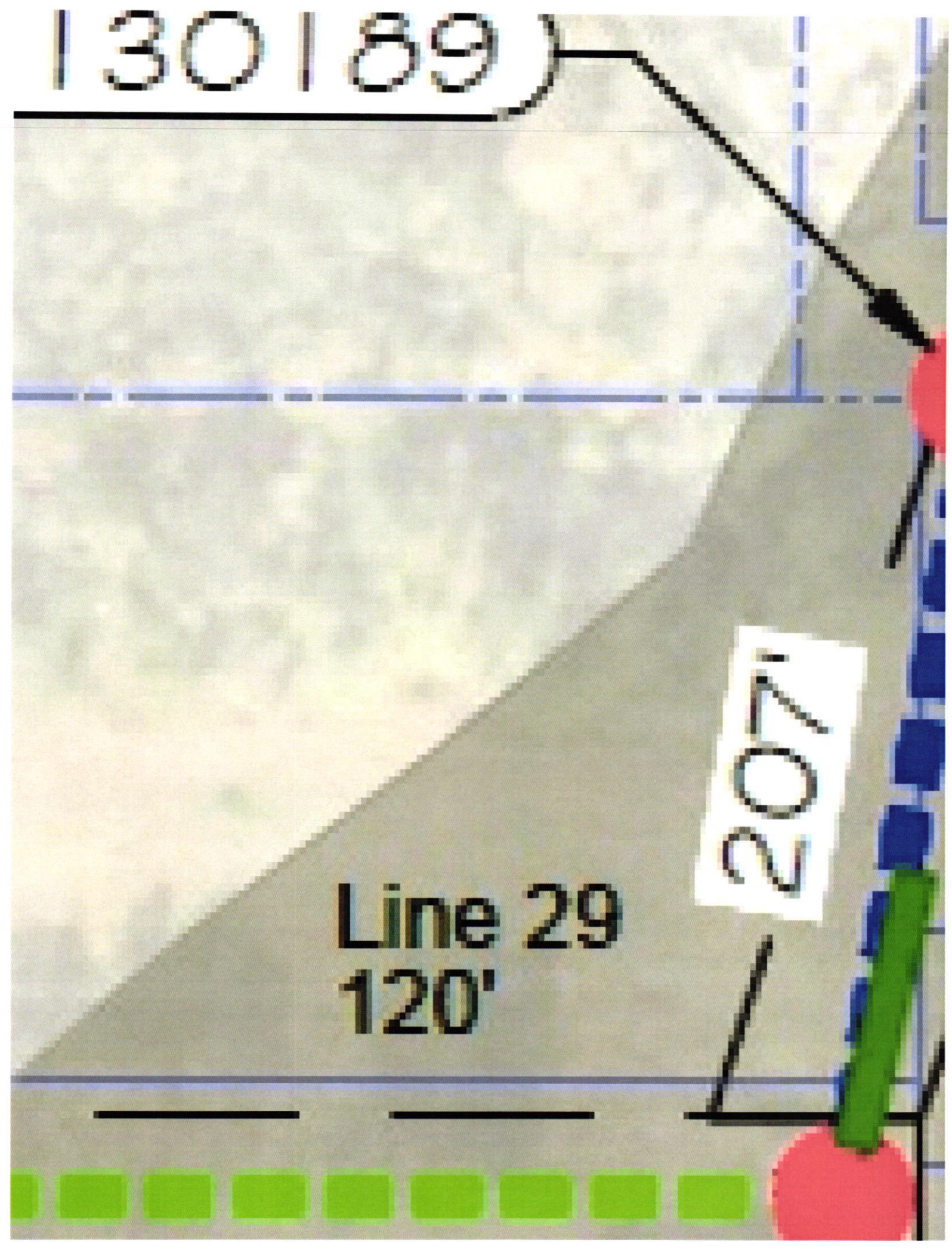
ITEM NO.	ITEM DESCRIPTION	SCHEDULE OF VALUES				CONTRACTOR'S ESTIMATE							COMMENTS
		QTY.	UNIT	UNIT PRICE	AMOUNT	QUANTITY			COST			% TTD	
						PREV.	CURRENT	TTD	PREV.	CURRENT	TTD		
30	REMOVE AND REPLACE FENCE (6') (CHAINLINK), COMPLETE IN PLACE, PER COC SPEC 00100-012 (WHEN APPROVED BY CITY)	100.00	LF	$ 10.00	$1,000.00	28.00	0.00	28.00	$ 280.00	$ -	$ 280.00	28%	
31	REMOVE AND REPLACE FENCE (6') (WOODEN), COMPLETE IN PLACE, PER COC SPEC 00100-011 (WHEN APPROVED BY CITY)	100.00	LF	$ 8.00	$800.00	56.00	0.00	56.00	$ 448.00	$ -	$ 448.00	56%	
32	BLOCK SOD ESTABLISHMENT, COMPLETE IN PLACE, PER COC SPEC 00100-015 (WHEN APPROVED BY CITY)	1,000.00	SY	$ 10.00	$10,000.00			-	$ -	$ -	$ -	0%	
33	HYDROMULCH SEEDING, COMPLETE IN PLACE, PER COC SPEC 00100-016 (WHEN APPROVED BY CITY)	1,000.00	SY	$ 2.10	$2,100.00	5.50	0.00	5.50	$ 11.55	$ -	$ 11.55	1%	
34	LOCATE UTILITY (SUE) (QL-A) (HYDRO-VAC) (ALL DEPTHS), PER COC SPEC 00100-021, AS DIRECTED BY THE EGINEER (MIN. $500/EA)	5.00	EA	$ 500.00	$2,500.00	2.00	0.00	2.00	$ 1,000.00	$ -	$ 1,000.00	40%	
35	CLEARING AND GRUBBING, INCLUDING DISPOSAL OFFSITE, PER COC SPEC 00100-006, (WHEN APPROVED BY CITY)	0.50	AC	$ 3,000.00	$1,500.00	0.80	0.00	0.80	$ 2,400.00	$ -	$ 2,400.00	160%	
36	DEWATERING (GROUNWATER & SURFACE), INCLUDING DEWATERING SYSTEM SIZING, SETUP & OPERATION, PER COC SPEC 00100-005, COMPLETE IN PLACE (MI BID $35.00/LF)	500.00	LF	$ 35.00	$17,500.00			-	$ -	$ -	$ -	0%	
37	CEMENT STABILIZED SAND BACKFILL, COMPLETE IN PLACE, PER COC SPEC 00100-014, (WHEN APPROVED BY CITY)(MIN BID $55/CY)	100.00	CY	$ 55.00	$5,500.00	64.89	0.00	64.89	$ 3,568.95	$ -	$ 3,568.95	65%	
38	UTILITY CONTIGENCY (TO BE USED ONLY WITH APPROVAL FROM THE CITY)	1.00	LS	$ 50,000.00	$50,000.00			-	$ -	$ -	$ -	0%	
Section B: CHANGE ORDERS													
1								-	$ -	$ -	$ -		
2								-	$ -	$ -	$ -		
TOTAL CONTRACT *(including all approved COs)*:					$1,497,067.90				WORK COMPLETED TO DATE:		$748,920.25	50.03%	

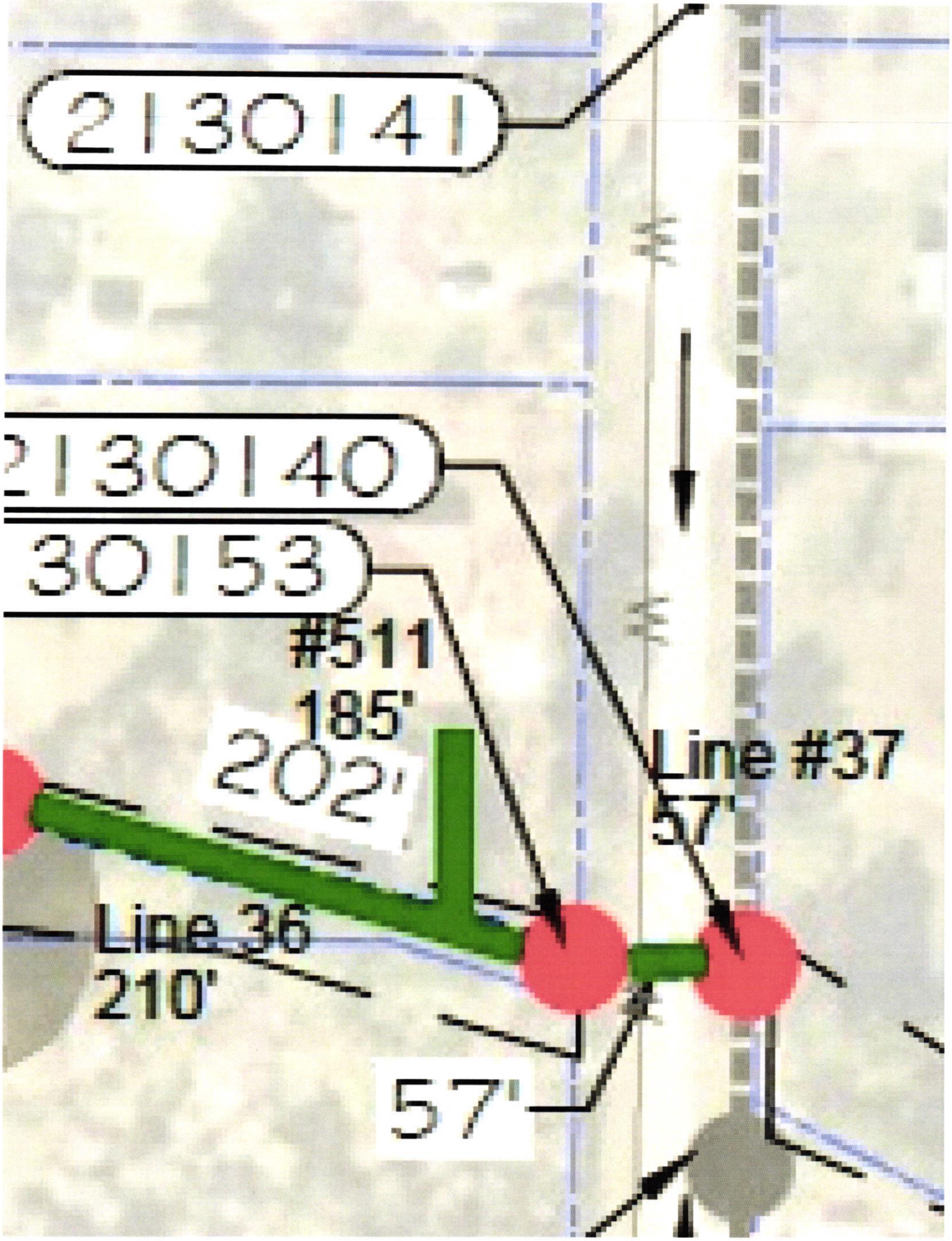


RING ON THIS
ITHORIZED BY
P.E. 114274

STATE OF TEXAS
TARA B. GAHA
114274


2130239
BAY ST
#337
3'
New Line segment
260'
New MH Installed
MH #2130239


130 89
Line 29
120'
20'


213041
213040
30153
#511
185'
202'
Line #37
57'
Line 36
210'
57'

T CONSTRUCTION, L.L.C.

12605 McNair St * Houston, Texas 77015 * Ph. 832-582-8420 * Fax. 832-582-8421

July 14, 2026

Project: Sanitary Sewer Rehab-SSOI Program- Section 10 & 11

T Construction, LLC respectfully is notifying about a Rain out for the month of July 2026. **Sanitary Sewer Rehab-SSOI Program- Section 10 & 11.**

- 07/14/2026- Rain Out – No Activity
- Predicted to have 1-2 inches of Rainfall
- No work reason: Rain prevents safe/productive field work

If you have any questions, please do not hesitate to contact me.

Sincerely,

Yesenia Vasquez
Assistant Project Manager
T Construction LLC
Phone: (832)-526-0741
Fax: (832)-582-8421
Email: yvasquez@tconstructionllc.com

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

PURCHASE ORDER

PO Number: 26-02199 **Date:** 11/24/2025

Request #: REQ16776 **Vendor #:** 03547

ISSUED TO: T CONSTRUCTION LLC
12601 MCNAIR ST
HOUSTON, TX 77015-

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

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Construction SSOI Section 10 & 11		509-8050-9030	SWR24-10-XP	0.00	651,027.90
2	0	Construction SSOI Section 10 & 11		509-8050-9030	J04-XP	0.00	850,000.00

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

Authorized by: Teri Lynn Hatch **Date:** 11-24-25

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	1,501,027.90

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

Regular Council

Meeting Date: 08/27/2026
Department: Public Works
Contact: Jason Miller, Public Works Director
Submitted By: Hailey Baxter, PW Admin Assistant

Joint Meeting: No Joint Meeting
J. Miller

Vendor Name
Vendor: Weisinger Incorporated

Invoice Number
37517

Description
Water Well #27 Rehab

Amount
$562,432.00

Attachments

Weisinger Inc. Well 27 Rehab

Purchase Order Invoice Tabulation
FY 25-26

Vendor Info:	Weisinger Incorporated 00447
Council Approval:	4/23/2026
Project/Description:	Water Well # 27 Rehab
Purchase Order Number:	26-02556
Purchase Order Amount:	$562,432.00

Date	Invoice #	Amount
6/30/2026	37517	$562,432.00

Total Due:	$	562,432.00
Remaining Purchase Order Balance:	$	-
Percentage of Contract Paid:		100%

PUBLIC WORKS DIRECTOR

8-18-26

DATE

WEISINGER INCORPORATED

PO Box 909
Willis, Tx 77378

Invoice

Date	Invoice #
6/30/2026	37517

Bill To	Ship To
CITY OF CONROE - DEAN TOWERY SERV. CENTER 401 SGT ED HOLCOMB BLVD S. CONROE , TX 77304 ATTN: Daniel Roberts	Water Well No. 27 - **Weisinger Job 3866**

P.O. No.	Terms
26-02556	Due on receipt

Quantity	Description	Rate	Amount
1	Well Rehabilitation - Haul work pipe and ancillary equipment necessary for wirebrushing and disinfection operations - Service rig and crew to perform wire-brush operations - Perform a downhole sodium hypochlorite disinfection treatment with a double disk surge block - Resurvey the well and present a report of findings	32,958.00	32,958.00
1	GOOD CUSTOMER DISCOUNT	-88,881.00	-88,881.00

Subtotal	$562,432.00
Sales Tax (0.0%)	$0.00
Payments/Credits	$0.00
Balance Due	$562,432.00

Daniel Roberts 2820-8060 26-02556

Phone #	Fax #	E-mail	Web Site
(936)756-7721	(936)756-7723	AR@weisingerinc.com	www.weisingerinc.com

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

PURCHASE ORDER

PO Number: 26-02556 **Date:** 05/01/2026

Request #: REQ17239 **Vendor #:** 00447

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

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

ITEM	UNITS DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 WATER WELL #27 MAJOR EQUIPMENT REPAIRS		002-2820-8060		0.00	32,958.00
2	0 WELL #27 REPAIRS		002-2820-8060		0.00	529,474.00

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

Authorized by: Teri Lynn Hatch **Date:** 6-4-26

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	562,432.00

1. Original invoice plus one copy must be sent to: City of Conroe, 300 W Davis St, PO Box 3066, Conroe, TX 77305-3066.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
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8. Vendor or manufacturer bears risk of loss or damage until property received.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from federal excise and state tax - ID# 74-6000555