

MINUTES OF MEETING  
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

August 30, 2019

The Board of Directors (“Board”) of Conroe Municipal Management District No. 1 of Montgomery County, Texas (“District”) met in regular session, open to the public, on August 30, 2019, at 11322 IH 45 South, Conroe Texas 77304, inside the boundaries of the District, and the roll was called of the members of the Board:

Christopher M. Denison	President
Dennis Bailey	Vice President
Charles Reinhardt	Secretary
Barry Corbitt	Assistant Vice President
Vacant	Assistant Secretary

and all of the above were present, except Director Bailey, thus constituting a quorum.

Also present at the meeting were Bob Douglas and Stephen Brovarone of Conroe CS Texas Holdings, L.P.; Eddie Rucker of LJA Engineering, Inc. (“LJA”); Pamela Logsdon of AVANTA Services; Delia Yanez of Assessments of the Southwest, Inc.; Stephen Eustis of Robert W. Baird & Co., Inc. (“R.W. Baird”); Brian Lopera of McCall Gibson Swedlund Barfoot PLLC; and Nancy Carter and Jessica Richardson of The Muller Law Group, PLLC.

PUBLIC COMMENTS

There were no members of the public who wished to address the Board.

MINUTES

The Board considered approving the minutes of the July 9, 2019, regular meeting. Following review and discussion, Director Reinhardt moved to approve the minutes of the July 9, 2019, meeting. Director Corbitt seconded the motion, which passed by unanimous vote.

UNLIMITED TAX BONDS, SERIES 2019 AND UNLIMITED TAX ROAD BONDS, SERIES 2019

DEVELOPER REIMBURSEMENT REPORTS

Mr. Lopera presented and reviewed developer reimbursement reports reflecting the supplemental developer reimbursements due from the \$7,160,000 Unlimited Tax Bonds, Series 2019 and the District’s \$2,915,000 Unlimited Tax Road Bonds, Series 2019 (collectively, the “Bonds”). He noted these reimbursements reflect interest due to the developer. Following review and discussion, Director Reinhardt moved to approve the developer reimbursement reports and to authorize disbursement of the proceeds of the Bonds in accordance with the reports. Director Corbitt seconded the motion, which passed unanimously.

## FINANCIAL AND BOOKKEEPING MATTERS

Ms. Logsdon presented and reviewed the bookkeeper's report, including the year-to-date budget comparison, and the list of checks for approval. She reported that a transfer was made to the District's general fund to cover the deficit reflected in the report. Ms. Logsdon noted handwritten checks for District meeting expenses and the printing of District Board Books. Next, she presented and reviewed the District's quarterly investment report, a copy of which is attached. Following review and discussion, Director Reinhardt moved to approve the bookkeeper's report, including payment of the checks presented for approval. Director Corbitt seconded the motion, which passed unanimously. A copy of the bookkeeper's report is attached.

## TAX ASSESSMENT AND COLLECTIONS MATTERS

Ms. Yanez presented and reviewed the monthly tax assessor/collector's report, including checks presented for payment, and the delinquent tax roll. She noted that the District's 2018 taxes were 99.48% collected as of July 31, 2019. Following review and discussion, Director Reinhardt moved to approve the tax assessor/collector's report, including the checks presented for payment. Director Corbitt seconded the motion, which passed unanimously. A copy of the tax assessor/collector's report is attached.

## 2019 TAX RATE, SET PUBLIC HEARING DATE, AND AUTHORIZE NOTICE OF PUBLIC HEARING

Mr. Eustis distributed and reviewed a letter to the Board from R.W. Baird regarding the proposed 2019 tax rate, a copy of which is attached. He noted that R.W. Baird recommends that the District levy a total 2019 tax rate of \$0.90 per \$100 assessed value consisting of \$0.445 to provide for the District's water, sewer, and drainage debt service obligations, \$0.275 to provide for the District's road debt service obligations, and \$0.18 to provide for the District's maintenance and operations. Ms. Carter reviewed with the Board the procedures for levying a tax in the District. Following review and discussion, Director Corbitt moved to authorize the tax assessor/collector to publish notice of the District's tax rate hearing on September 18, 2019, to consider a proposed 2019 tax rate of \$0.90 per \$100 of assessed valuation. Director Reinhardt seconded the motion, which passed unanimously.

## REPORT ON DEVELOPMENT

Mr. Douglas and Mr. Brovarone presented and reviewed a report on development in the District, including a copy of the District's lot plan, a copy of which is attached. No Board action was needed.

## CITY OF CONROE MATTERS

### SANITARY SEWER EMISSION ABATEMENT

Mr. Douglas updated the Board on construction of a venting control facility to reduce the odor related to the City of Conroe sanitary sewer line.

Ms. Carter presented to the Board a recommendation from Kimley-Horn for payment of Pay Application No. 3 in the amount of \$37,395 for construction of the venting control facility, as presented by R&B Group. Following review and discussion, Director

Reinhardt moved to approve payment of Pay Application No. 3, subject to receipt of a properly executed pay application and affidavit of bills paid. Director Corbitt seconded the motion, which passed unanimously.

#### ECONOMIC DEVELOPMENT

There was no discussion regarding economic development matters with the City.

#### REPORT REGARDING APPLICATION TO UNITED STATES ARMY CORPS OF ENGINEERS FOR INDIVIDUAL PERMIT

Ms. Carter stated she had no updated regarding the U.S. Army Corps of Engineers response to the District's submitted appeal.

#### ENGINEERING MATTERS

Mr. Rucker presented and reviewed the engineer's report, a copy of which is attached.

Mr. Rucker recommended the Board award the following contracts to the lowest responsible bidders and approve the letter financing agreements with GCP Loan Subsidiary 1 LP for:

1. water, sewer, and drainage facilities to serve Grand Central Park, Section 18 in the amount of \$265,000.00 to Crostex Construction, Inc. ("Crostex");
2. paving and appurtenances to serve Grand Central Park, Section 19 in the amount of \$195,421.40 to Lexton Construction, LLC ("Lexton").

Mr. Rusk reported on the following District construction projects and recommended approval of the following:

1. Pay Application No. 4 in the amount of \$73,211.40, as submitted by Crostex for water, sewer, and drainage to serve Crescent Campus Boulevard, Phase 2A;
2. Engineering Design Change Order No. 3 in the amount of \$20,000.00 as submitted by LJA and Change Order No. 1 in the amount of \$63,902.35, as submitted by Triple B Services for changes to the design plan and resulting construction changes for paving and appurtenances to serve Crescent Campus, Phase 2A;
3. Approval of Pay Application No. 1, as submitted by Precise Services, Inc. ("Precise"), in the amount of \$18,000.00 and a time extension of five days for paving and appurtenances to serve City Central Avenue, Phase 1;
4. Approval of time extensions of four days, seven days, ten days, and six days for water, sewer, and drainage and clearing and grubbing to serve City Central Avenue, Phase 1, as submitted by C.E. Barker;
5. Pay Application No. 4 in the amount of \$29,079.00, as submitted by Crostex for water, sewer, and drainage to serve Grand Central Park, Section 14;

6. Pay Application No. 2 in the amount of \$38,115.00, and a time extension in the amount of eleven days and five days, as submitted by Precise for paving and appurtenances to serve Grand Central Park, Section 14;
7. Pay Application No. 4 in the amount of \$302,117.76 and Pay Application No. 5 in the amount of \$15,508.57 and time extensions in the amount of eight days and six days, as submitted by C.E. Barker, Ltd. (“C.E. Barker”) for water, sewer, and drainage facilities to serve Town Park Drive and Grand Central Park, Section 13;
8. Pay Application No. 1 in the amount of \$61,365.15 and Pay Application No. 2 in the amount of \$164,736.96, and Change Order No. 1 for additional pavers, and increased dirt work, as submitted by Precise for paving and appurtenances to serve Town Park Drive and Grand Central Park, Section 13;
9. Pay Application No. 4 in the amount of \$68,796.00 and Change Order No. 2 in the amount of \$1,400.00 as submitted by C.E. Barker for water, sewer, and drainage facilities to serve Autumn Elm Circle;
10. Pay Application No. 2 in the amount of \$2,250.00, and time extensions in the amount of twelve days and five days as submitted by Precise for paving and appurtenances to serve Autumn Elm Circle;
11. Pay Application No. 3 in the amount of \$43,641.00, as submitted by 5J Services for construction of lift station no. 2 and the force main to serve Grand Central Park;
12. Pay Application No. 3 in the amount of \$150,390.54, as submitted by Crostex for water, sewer, and drainage facilities to serve Grand Central Park, Sections 15 and 16;
13. Pay Application No. 1 in the amount of \$405,688.92, as submitted by Crostex for water, sewer, and drainage facilities to serve Grand Central Park, Section 17;
14. Change Order No. 1 correcting a typographical error to the ownership entity for paving and appurtenances to serve Grand Central Park, Section 17;
15. Change Order No. 1 correcting a typographical error to the ownership entity for paving and appurtenances to serve Grand Central Park, Section 19; and
16. Pay Application No. 1 in the amount of \$94,050.00 and Change Order No. 1 in the amount of \$61,525 for additional clearing and grubbing, as submitted by Crostex for clearing and grubbing to serve parcels southeast of Deer Lake.

Following review and discussion and based on the engineer's recommendation, Director Reinhardt moved to: 1) approve the engineer's report; 2) award the contracts and approve the letter financing agreement for the projects reflected above contingent on receipt of bonds, insurance, approved plans, and Form 1295s; and 3) approve the pay applications and change orders for the projects reflected above and detailed in the engineer's report. Director Corbitt seconded the motion, which passed unanimously.

#### ROAD ENGINEERING MATTERS

The Board reviewed the road engineering report, a copy of which is attached. No Board action was needed.

#### PARK AND RECREATIONAL FACILITIES

The Board reviewed the landscape architect report from Clark Condon & Associates ("Clark Condon") regarding park matters, a copy of which is attached. Following review and discussion, Director Corbitt moved to: 1) authorize Clark Condon to begin design of Grand Central park Sections 10, 11, and 12 landscaping and Crescent Campus at I-45 entry; and 2) approve Pay Application 8B in the amount of \$24,408.53 and Pay Application No. 9A in the amount of \$58,080.51, as submitted by HD Outdoor Design, LC. Director Reinhardt seconded the motion, which passed unanimously.

#### LEGISLATIVE UPDATE

Ms. Carter presented a summary, a copy of which is attached, on legislative matters relating to water and levee districts from the 86<sup>th</sup> Regular Legislative Session.

#### ORDER AMENDING AND RESTATING RECORDS MANAGEMENT PROGRAM

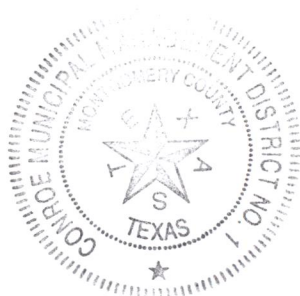
Ms. Carter presented an Amended and Restated Records Management Program. After review and discussion, Director Reinhardt moved to adopt an Order Establishing Records Management Policy and Amending and Restating Records Management Program and to file same with the Texas State Library. Director Corbitt seconded the motion, which passed by unanimous vote.

#### APPOINTMENT OF DIRECTOR FOR VACANT POSITION

No action was taken regarding the appointment of a new director.

There being no further business to come before the Board, the meeting was adjourned.

(SEAL)



  
Secretary, Board of Directors

LIST OF ATTACHMENTS TO MINUTES

	Minutes
	<u>Page</u>
bookkeeper's report.....	2
quarterly investment report.....	2
tax assessor/collector's report.....	2
letter regarding proposed 2019 tax rate.....	2
development report.....	2
engineer's report.....	3
landscape architect report.....	5
legislative update.....	5

Any documents referenced in these minutes and not attached herein are retained in the District's official records in accordance with the District's Record Management Program and are available upon request.



August 21, 2019

President and Board of Directors  
Conroe Municipal Management District No. 1  
Montgomery County, Texas

Re: Levy of 2019 Tax Rate

Dear Board Members:

The Montgomery Central Appraisal District has recently certified the 2019 value for your district at \$159,818,065 and an additional \$4,270,408 remains uncertified. The uncertified value is the Appraisal District's estimated minimum amount of value that will be ultimately certified by the Appraisal District. Last year, the District's value was certified at \$119,419,321 and the Board of Directors levied a total tax rate of \$0.90 per \$100 of assessed valuation. The tax rate was composed of a maintenance tax rate of \$0.345 per \$100 of assessed valuation, a water, sewer, and drainage debt service tax rate of \$0.295 per \$100 of assessed valuation and a road debt service tax rate of \$0.26 per \$100 of assessed valuation. For illustration purposes, we have enclosed the cash flow analysis based upon our 2019 recommended debt service tax rate. This analysis is based upon the following assumptions:

- 1) A 2019 net taxable value of \$164,088,473 (an increase of approximately 37.41%);
- 2) 98% tax collections;
- 3) No growth beyond an estimate of value as of April 1, 2019 of \$178,832,539;
- 4) Debt Service Fund balances as of July 9, 2019;
- 5) Interest earnings of 1.50% on surplus funds; and
- 6) Adequate ending debt service coverage balances.

Based on this analysis, we are recommending the Board of Directors consider levying a 2019 total tax rate of \$0.90 per \$100 of assessed valuation composed of a maintenance tax rate of \$0.18 per \$100 of assessed valuation, a water, sewer, and drainage debt service tax rate of \$0.445 per \$100 of assessed valuation and a road debt service tax rate of \$0.275 per \$100 of assessed valuation.

Sincerely,  
Robert W. Baird & Co. Incorporated

A handwritten signature in black ink that reads "Jan Bartholomew". The signature is written in a cursive, flowing style.

Jan Bartholomew  
Managing Director

Enclosure(s)

**Conroe Municipal Management District No. 1**  
 2019 WS&D Debt Service Tax Rate Analysis

Year Ending 7/31	Beginning Fund Balance as of 07/09/2019	Fund Interest Earnings @ 1.500%	2019 Capitalized Interest	Other Income 2	Prior Year Taxable AV	AV Growth Percentage	Tax Rate / \$100 of Assessed Value	Tax Collections @ 98.00%	Total Funds Available	Current Debt Service	Total Debt Service	Ending Balance	Debt Service Coverage %
2019	432,508	391	227,688	-	119,419,321	-	-	-	660,587	230,056	230,056	430,530	58.599%
2020	430,530	6,458	-	-	164,088,473	37.405%	0.445000	715,590	1,152,578	734,706	734,706	417,872	55.783%
2021	417,872	6,268	-	-	178,832,539	8.985%	0.445000	779,889	1,204,028	749,100	749,100	454,928	60.207%
2022	454,928	6,824	-	-	178,832,539	-	0.445000	779,889	1,241,641	755,610	755,610	486,031	64.242%
2023	486,031	7,290	-	-	178,832,539	-	0.445000	779,889	1,273,210	756,560	756,560	516,650	67.356%
2024	516,650	7,750	-	-	178,832,539	-	0.445000	779,889	1,304,289	767,045	767,045	537,244	69.630%
2025	537,244	8,059	-	-	178,832,539	-	0.445000	779,889	1,325,191	771,570	771,570	553,621	71.392%
2026	553,621	8,304	-	-	178,832,539	-	0.445000	779,889	1,341,814	775,470	775,470	566,344	72.727%
2027	566,344	8,495	-	-	178,832,539	-	0.445000	779,889	1,354,728	778,725	778,725	576,003	73.299%
2028	576,003	8,640	-	-	178,832,539	-	0.445000	779,889	1,364,532	785,825	785,825	578,707	73.526%
2029	578,707	8,681	-	-	178,832,539	-	0.445000	779,889	1,367,276	787,075	787,075	580,201	73.201%
2030	580,201	8,703	-	-	178,832,539	-	0.445000	779,889	1,368,793	792,613	792,613	576,180	71.820%
2031	576,180	8,643	-	-	178,832,539	-	0.445000	779,889	1,364,712	802,256	802,256	562,455	69.829%
2032	562,455	8,437	-	-	178,832,539	-	0.445000	779,889	1,350,781	805,475	805,475	545,306	67.517%
2033	545,306	8,180	-	-	178,832,539	-	0.445000	779,889	1,333,374	807,663	807,663	525,712	64.570%
2034	525,712	7,886	-	-	178,832,539	-	0.445000	779,889	1,313,486	814,175	814,175	499,311	61.276%
2035	499,311	7,490	-	-	178,832,539	-	0.445000	779,889	1,286,689	814,850	814,850	471,839	57.604%
2036	471,839	7,078	-	-	178,832,539	-	0.445000	779,889	1,258,806	819,106	819,106	439,699	53.186%
2037	439,699	6,595	-	-	178,832,539	-	0.445000	779,889	1,226,184	826,719	826,719	399,465	48.523%
2038	399,465	5,992	-	-	178,832,539	-	0.445000	779,889	1,185,346	823,244	823,244	362,102	43.677%
2039	362,102	5,432	-	-	178,832,539	-	0.445000	779,889	1,147,422	829,044	829,044	318,378	38.222%
2040	318,378	4,776	-	-	178,832,539	-	0.445000	779,889	1,103,043	832,969	832,969	270,074	32.333%
2041	270,074	4,051	-	-	178,832,539	-	0.445000	779,889	1,054,014	835,288	835,288	218,726	26.149%
2042	218,726	3,281	-	-	178,832,539	-	0.445000	779,889	1,001,896	836,463	836,463	165,433	35.087%
2043	165,433	2,482	-	-	178,832,539	-	0.445000	779,889	947,804	471,494	471,494	476,310	0.000%
<b>Totals</b>		<b>166,183</b>	<b>227,688</b>	<b>-</b>			<b>Average Tax Rate: 0.427200</b>	<b>18,653,030</b>		<b>19,003,099</b>	<b>19,003,099</b>		

Maintenance taxes are levied at the discretion of the Board of Directors of the District. Should the Board determine that a maintenance tax is necessary, we estimate the following:

<b>2018 M&amp;O Tax Rate</b>	\$ 0.34500	@ a 98.00% collections rate generated \$403,757.
<b>Proposed 2019 M&amp;O Tax Rate</b>	\$ 0.18000	@ a 98.00% collections rate generates \$289,452.
<b>Parity M&amp;O Tax Rate</b>	\$ 0.25250	@ a 98.00% collections rate generates \$406,037.
<b>M&amp;O Tax Rate to Balance Budget</b>	\$ 0.17750	@ a 98.00% collections rate generates \$285,432.
<b>Maximum Authorized M&amp;O Tax Rate</b>	\$ 1.00000	
<b>Value of One Penny</b>	\$ 16,081	@ a 98.00% collections rate.
<b>Proposed 2019 Total Tax Rate</b>	\$ 0.90000	
<b>Parity Tax Rate</b>	\$ 0.89388	
<b>Total Rate to Avoid a Rollback Election</b>	\$ 0.96500	
<b>2019 M&amp;O Rollback Rate</b>	\$ 0.37000	@ a 98.00% collections rate generates \$594,985.
<b>Last Year's Average Tax Bill</b>	\$ 3,051	
<b>This Year's Proposed Average Tax Bill</b>	\$ 3,072	
<b>Percentage Change</b>	0.68%	
<b>Value of One Penny on This Year's Average Tax Bill</b>	\$ 34	



**Conroe Municipal Management District No. 1**  
2019 Road Debt Service Tax Rate Analysis

Year Ending 7/31	Beginning Fund Balance as of 07/09/2019	Fund Interest Earnings @ 1.500%	2019 Capitalized Interest	Other Income 2	Prior Year Taxable AV	AV Growth Percentage	Tax Rate / \$100 of Assessed Value	Tax Collections @ 98.00%	Total Funds Available	Current Debt Service	Total Debt Service	Ending Balance	Debt Service Coverage %
2019	409,664	370	91,923	-	119,419,321	-	-	-	501,957	206,063	206,063	295,894	64.555%
2020	295,894	4,438	-	-	164,088,473	37.405%	0.275000	442,218	742,551	458,363	458,363	284,188	61.064%
2021	284,188	4,263	-	-	178,832,539	8.985%	0.275000	481,954	770,405	465,398	465,398	305,007	65.624%
2022	305,007	4,575	-	-	178,832,539	-	0.275000	481,954	791,536	464,778	464,778	326,758	69.688%
2023	326,758	4,901	-	-	178,832,539	-	0.275000	481,954	813,614	468,888	468,888	344,726	72.935%
2024	344,726	5,171	-	-	178,832,539	-	0.275000	481,954	831,851	472,648	472,648	359,203	76.256%
2025	359,203	5,388	-	-	178,832,539	-	0.275000	481,954	846,545	471,048	471,048	375,497	78.358%
2026	375,497	5,632	-	-	178,832,539	-	0.275000	481,954	863,084	479,208	479,208	383,876	79.668%
2027	383,876	5,758	-	-	178,832,539	-	0.275000	481,954	871,588	481,843	481,843	389,745	79.721%
2028	389,745	5,846	-	-	178,832,539	-	0.275000	481,954	877,545	488,886	488,886	388,659	80.110%
2029	388,659	5,830	-	-	178,832,539	-	0.275000	481,954	876,443	485,154	485,154	391,289	79.704%
2030	391,289	5,869	-	-	178,832,539	-	0.275000	481,954	879,112	490,929	490,929	388,183	79.063%
2031	388,183	5,823	-	-	178,832,539	-	0.275000	481,954	875,960	490,979	490,979	384,981	77.682%
2032	384,981	5,775	-	-	178,832,539	-	0.275000	481,954	872,709	495,589	495,589	377,120	76.291%
2033	377,120	5,657	-	-	178,832,539	-	0.275000	481,954	864,731	494,318	494,318	370,413	74.473%
2034	370,413	5,556	-	-	178,832,539	-	0.275000	481,954	857,923	497,380	497,380	360,543	72.132%
2035	360,543	5,408	-	-	178,832,539	-	0.275000	481,954	847,905	499,840	499,840	348,065	69.378%
2036	348,065	5,221	-	-	178,832,539	-	0.275000	481,954	835,240	501,693	501,693	333,547	66.400%
2037	333,547	5,003	-	-	178,832,539	-	0.275000	481,954	820,504	502,333	502,333	318,172	63.339%
2038	318,172	4,773	-	-	178,832,539	-	0.275000	481,954	804,898	502,330	502,330	302,568	60.311%
2039	302,568	4,539	-	-	178,832,539	-	0.275000	481,954	789,060	501,680	501,680	287,380	56.299%
2040	287,380	4,311	-	-	178,832,539	-	0.275000	481,954	773,645	510,455	510,455	263,190	51.780%
2041	263,190	3,948	-	-	178,832,539	-	0.275000	481,954	749,091	508,280	508,280	240,811	47.185%
2042	240,811	3,612	-	-	178,832,539	-	0.275000	481,954	726,377	510,360	510,360	216,017	112.708%
2043	216,017	3,240	-	-	178,832,539	-	0.275000	481,954	701,211	191,660	191,660	509,551	0.000%
<b>Totals</b>		<b>120,908</b>	<b>91,923</b>	<b>-</b>			<b>Average Tax Rate: 0.264000</b>	<b>11,527,153</b>		<b>11,640,097</b>	<b>11,640,097</b>		

Maintenance taxes are levied at the discretion of the Board of Directors of the District. Should the Board determine that a maintenance tax is necessary, we estimate the following:

<b>2018 M&amp;O Tax Rate</b>	\$ 0.34500	@ a 98.00% collections rate generated \$403,757.
<b>Proposed 2019 M&amp;O Tax Rate</b>	\$ 0.18000	@ a 98.00% collections rate generates \$289,452.
<b>Parity M&amp;O Tax Rate</b>	\$ 0.25250	@ a 98.00% collections rate generates \$406,037.
<b>M&amp;O Tax Rate to Balance Budget</b>	\$ 0.17750	@ a 98.00% collections rate generates \$285,432.
<b>Maximum Authorized M&amp;O Tax Rate</b>	\$ 1.00000	
<b>Value of One Penny</b>	\$ 16,081	@ a 98.00% collections rate.
<b>Proposed 2019 Total Tax Rate</b>	\$ 0.90000	
<b>Parity Tax Rate</b>	\$ 0.89388	
<b>Total Rate to Avoid a Rollback Election</b>	\$ 0.96500	
<b>2019 M&amp;O Rollback Rate</b>	\$ 0.37000	@ a 98.00% collections rate generates \$594,985.
<b>Last Year's Average Tax Bill</b>	\$ 3,051	
<b>This Year's Proposed Average Tax Bill</b>	\$ 3,072	
<b>Percentage Change</b>	0.68%	
<b>Value of One Penny on This Year's Average Tax Bill</b>	\$ 34	

accurate report of collections and disbursements pertaining to the tax fund to the best of our knowledge.

**TAX ASSESSOR / COLLECTOR CASH RECEIPTS AND DISBURSEMENTS REPORT**

	Current Month (7/1/2019 - 7/31/2019)	Fiscal Year (8/1/2018 - 7/31/2019)	Tax Year (10/1/2018 - 9/30/2019)
<b>Beginning Balance :</b>	<b>34,838.88</b>	<b>24,761.99</b>	<b>23,523.42</b>
<b>Plus Collections :</b>			
Taxes Collected:			
Debt Service Taxes	1,305.38	350,303.83	350,303.83
Maintenance Taxes Due General Operating Fund	1,526.62	424,145.23	409,677.28
Road Taxes	1,150.50	308,742.35	308,742.35
Penalties and Interest on Tax Accounts	597.38	5,343.17	4,825.45
Delinquent Attorney Fees and Court Costs	0.00	717.68	49.28
Overpayments	1,359.32	2,002.99	2,002.99
Current Year Value Reduction Refund	0.00	1,333.78	1,333.78
Prior Year Value Reduction Refund	0.00	0.00	0.00
Litigation Refund	0.00	0.00	0.00
Redeposit of Checks	0.00	0.00	0.00
Interest Earned	1.68	229.72	223.96
Certificate and Notice To Purchaser Income	0.00	10.00	10.00
Outstanding Payments	0.00	0.00	0.00
Deposit from Other District or Rebate from CAD	0.00	6.21	6.21
General Fund/Escrow/Other Sources	0.00	0.00	0.00
<b>Total Collections Received :</b>	<b>5,940.88</b>	<b>1,092,834.96</b>	<b>1,077,175.13</b>
<b>Less Disbursements :</b>			
Debt Service Transfers	0.00	330,000.00	330,000.00
Maintenance Transfers	725.57	423,150.66	408,150.66
Road Tax Transfers	546.81	307,591.85	307,591.85
Overpayments Refunded	0.00	643.67	643.67
Current Year Value Reductions Refunded	0.00	1,333.78	1,333.78
Prior Year Value Reductions Refunded	0.00	0.00	0.00
Litigation Refund	0.00	0.00	0.00
Professional Consultant Fees	0.00	0.00	0.00
Delinquent Tax Attorney Fees	0.00	717.68	49.28
Hourly Fees/Meeting Attendance/SPA Work	0.00	0.00	0.00
Tax Assessor/Collector	1,972.74	5,844.72	5,844.72
CAD Quarterly Payment, Estimate/Certificate Fee	0.00	8,847.51	7,667.51
Late Rendition Penalty Reimbursement to CAD	0.00	0.00	0.00
Bond and Continuing Disclosure Work	0.00	500.00	500.00
Aerial Photography	0.00	0.00	0.00
Truth in Taxation Publication	0.00	845.90	845.90
Postage	0.00	521.85	521.85
Bank Charges	0.00	0.00	0.00
Statutory Interest	0.00	0.00	0.00
Insurance Bond Premiums	0.00	50.00	0.00
Returned Checks from Bank	0.00	0.00	0.00
Refund of Other District's Deposit	0.00	0.00	0.00
Escheated Funds Transferred to State	0.00	0.00	0.00
Certificate Reimbursement	0.00	0.00	0.00
Delivery Reimbursement	0.00	0.00	0.00
Other Fees	0.00	14.69	14.69
<b>Total Disbursements :</b>	<b>3,245.12</b>	<b>1,080,062.31</b>	<b>1,063,163.91</b>
<b>Ending Balance :</b>	<b>37,534.64</b>	<b>37,534.64</b>	<b>37,534.64</b>

Tax Fund balance covered by FDIC.

Prepared by Assessments of the Southwest, Inc.

P.O. Box 1368

Friendswood TX 77549-1368

(281)-482-0216

Page 1 of 4

**Conroe Management District #1 TAX ASSESSOR / COLLECTOR**  
**TAX RATE AND VALUE REPORT AS OF July 31, 2019**

**Cert Taxable Value**  
115,916,239

**Supplemental Value**  
3,503,082

**Net Taxable Value**  
119,419,321

**Total Tax Rate**  
0.90000

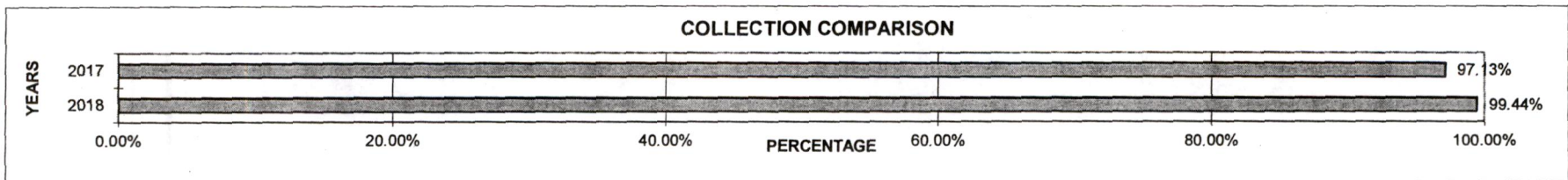
<u>Year</u>	<u>Taxable Value</u>	<u>I &amp; S Rate</u>	<u>I &amp; S Levy</u>	<u>M &amp; O Rate</u>	<u>M &amp; O Levy</u>	<u>Road Rate</u>	<u>Road Levy</u>	<u>Total Tax Rate</u>
2018	119,419,321	0.29500	352,287.00	0.34500	411,996.66	0.26000	310,490.23	0.90000
2017	56,090,526	0.00000	0.00	0.90000	504,814.73	0.00000	0.00	0.90000
2016	13,318,610	0.00000	0.00	0.90000	119,867.49	0.00000	0.00	0.90000
2015	7,919,900	0.00000	0.00	0.90000	71,279.10	0.00000	0.00	0.90000

**Conroe Management District #1 TAX ASSESSOR / COLLECTOR**  
**RECEIVABLES REPORT AS OF July 31, 2019**

<b>Land Value</b>	<b>Improvement Value</b>	<b>Personal Property</b>	<b>Exemption Value</b>	<b>Total Value</b>
<u>74,315,557</u>	<u>64,429,990</u>	<u>25,990</u>	<u>19,352,216</u>	<u>119,419,321</u>

<u>Year</u>	<u>Value Levy</u>	<u>Rollback / Uncollectibles</u>	<u>Rendition Penalty/ Late Fees</u>	<u>Total Levy</u>	<u>Taxes Due 10/1</u>	<u>Adjustments</u>	<u>Collections</u>	<u>Balance</u>	<u>% Collected</u>
2018	1,074,773.89	0.00	0.00	1,074,773.89	1,076,107.67	-1,333.78	1,068,723.46	6,050.43	99.44%
2017	504,814.73	0.00	0.00	504,814.73	33.02	0.00	0.00	33.02	99.99%
2016	119,867.49	0.00	0.00	119,867.49	0.00	0.00	0.00	0.00	100.00%
2015	71,279.10	0.00	0.00	71,279.10	0.00	0.00	0.00	0.00	100.00%

**TOTALS      1,076,140.69      -1,333.78      1,068,723.46      6,083.45**



Cash Balance : July 31, 2019 \$37,534.64

Collections Received to Date : \$2,820.97

Check No.	Payee	Amount	Type of Disbursement
WIRED 8.23.19	Conroe Management District #1 M&O	1,526.62	Maintenance Transfers
WIRED 8.23.19	Conroe Management District #1 Road	1,150.50	Road Tax Transfers
1055	1097 PENNYMAC	43.21	Overpayments Refunded
1056	WELLS FARGO HOME MORTGAGE 2 ACCOUNTS	1,316.11	Overpayments Refunded
1057	MONTGOMERY CAD	2,301.66	CAD Quarterly Payment, Estimate/Certificate Fee

Total Disbursements : \$6,338.10

Cash Balance: August 21, 2019 \$34,017.51

Tax Fund balance covered by FDIC.

# TAXROLL

## CONROE MANAGEMENT DIST #1

ACCOUNT IDENTIFICATION		OWNERSHIP	LEGAL DESCRIPTION		EXEMPTIONS / ADDN CODING					PTD	TYPE	VALUATION	
ID:R000241141 GEO:0553750007200 ALT:53750007200 MIN:R468123		AMADOR, JOHN W & ADILENE 236 TRILLIUM PARK LOOP CONROE, TX 77304-5178	S537500 - GRAND CENTRAL PARK 01, BLOCK 2, LOT 24 SITUS: 236 TRILLIUM PARK LOOP								A1	IMP HS	251,950
											A1	LND HS	67,240
												TOTAL MKT	319,190
												ASSESSED	319,190
YEAR	TAXING ENTITIES	DLQ DATE	EXEMPTIONS	TAXABLE	RATE PER \$100	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE	
2017	005 CONROE MGMT DISTRICT #1	09/01/2018		199,950	0.9000000	1,799.55	1,766.53	33.02	7.92	8.19	0.00	49.13	
2018	005 CONROE MGMT DISTRICT #1	02/01/2019		319,190	0.9000000	2,872.71	0.00	2,872.71	545.81	683.70	0.00	4,102.22	
					=====								
						4,672.26	1,766.53	2,905.73	553.73	691.89	0.00	4,151.35	
ID:R000255759 GEO:0553750002801 ALT:53750002801 MIN:R481672		COLLAZO, ASHLEY NICOLE 253 TRILLIUM PARK LOOP CONROE, TX 77304-5099 OWNER INTEREST 0.5	S537500 - GRAND CENTRAL PARK 01, BLOCK 1, LOT 28, HOMESTEAD 50.000000% UDI SITUS: 253 TRILLIUM PARK LOOP DIVIDED ACRES: .000								A1	IMP HS	130,620
											A1	LND HS	29,450
												TOTAL MKT	160,070
												ASSESSED	160,070
YEAR	TAXING ENTITIES	DLQ DATE	EXEMPTIONS	TAXABLE	RATE PER \$100	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE	
2018	005 CONROE MGMT DISTRICT #1	02/01/2019		160,070	0.9000000	1,440.63	0.00	1,440.63	273.72	342.87	0.00	2,057.22	
					=====								
						1,440.63	0.00	1,440.63	273.72	342.87	0.00	2,057.22	
ID:R000255764 GEO:0553750700500 ALT:53750700500 MIN:R480310		HAMILTON ANDREW 101 DAWNING RAYS CT CONROE, TX 77304-2242	S537507 - GRAND CENTRAL PARK 07, BLOCK 1, LOT 5 SITUS: 101 DAWNING RAYS CT								C1	LND NON HS	69,550
												TOTAL MKT	69,550
												ASSESSED	69,550
YEAR	TAXING ENTITIES	DLQ DATE	EXEMPTIONS	TAXABLE	RATE PER \$100	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE	
2018	005 CONROE MGMT DISTRICT #1	02/01/2019		69,550	0.9000000	625.95	0.00	625.95	118.93	148.98	0.00	893.86	
					=====								
						625.95	0.00	625.95	118.93	148.98	0.00	893.86	
ID:R000255792 GEO:0553750800900 ALT:53750800900 MIN:R479903		SZABO STEVE & MARIA 211 MOON DANCE CT CONROE, TX 77304-2241	S537508 - GRAND CENTRAL PARK 08, BLOCK 1, LOT 9 SITUS: 211 MOON DANCE CT								O1	LND HS	39,710
												TOTAL MKT	39,710
												ASSESSED	39,710
YEAR	TAXING ENTITIES	DLQ DATE	EXEMPTIONS	TAXABLE	RATE PER \$100	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE	
2018	005 CONROE MGMT DISTRICT #1	02/01/2019		39,710	0.9000000	357.39	0.00	357.39	67.90	85.06	0.00	510.35	
					=====								
						357.39	0.00	357.39	67.90	85.06	0.00	510.35	

# TAXROLL SUMMARY

## CONROE MANAGEMENT DIST #1

YEAR	TAXING ENTITY	#PROPS	TAXABLE	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE
2017	005 CONROE MGMT DISTRICT #1	1	199,950	1,799.55	1,766.53	33.02	7.92	8.19	0.00	49.13
2018	005 CONROE MGMT DISTRICT #1	4	588,520	5,296.68	0.00	5,296.68	1,006.36	1,260.61	0.00	7,563.65
		=====	=====	=====	=====	=====	=====	=====	=====	=====
		5	788,470	7,096.23	1,766.53	5,329.70	1,014.28	1,268.80	0.00	7,612.78

## GRAND CENTRAL PARK

### SFR LOT STATUS (Updated Monthly)

- 558 Developed lots
- 252 Occupied homes
  - 46 Homes sold to buyers
  - 53 Spec homes in inventory
  - 8 Existing model homes
    - 1 Model homes under construction
- 124 Builder VDL
  - 24 Developer VDL
- 137 Lots under construction
  - 62 Lots under design

### HOME SALES, TRAFFIC & STARTS (Updated Weekly)

- 2 Home sales week of August 19<sup>th</sup> – 25<sup>th</sup>
- 19 Home sales prior 4 weeks
- 68 Home sales YTD 2019 vs. 90 home sales YTD for 2018 (24% less sales)
- 64 Homes starts YTD 2019 vs. 115 home starts YTD for 2018 (44% less starts)
- 298 Home sales PTD
- 346 Home starts PTD



# SFR LOT STATUS MAP

- 9 MODELS
- 252 OCCUPIED
- 46 BUYER
- 53 SPEC
- 198 LOT INVENTORY
- 558

UPDATED: AUGUST 27, 2019



Section 7  
21 - 55' Patio Lots Darling

Section 9  
9 - 65' Patio Lots Darling

Section 3  
22 - 55' Patio Lots Darling

Section 2  
29 - 55' Lots David Weekley  
29 - 55' Lots Perry  
58 - Total Section

Section 1  
42 - 50' Lots David Weekley  
40 - 50' Lots Perry  
2 - 55' Lots Perry  
1 - 55' Lot Developer  
85 - Total Section

Section 8  
38 - 28' Duplex Lots Lennar

Section 12  
7 - 55' Lots Westin  
25 - 55' Lots Drees  
14 - 65' Lots Westin  
46 - Total Section

Section 4  
50 - 35' Duplex Lots Village Builders  
20 - 40' Duplex Lots Village Builders  
70 - Total Section

Section 11  
8 - 65' Lots Drees  
4 - 65' Lots Jaeger  
12 - Total Section

Section 5  
70 - 45' Duplex Lots Coventry

Section 10  
35 - 55' Lots David Weekley  
36 - 55' Lots Perry  
71 - Total Section

Section 6  
28 - 65' Lots Drees  
28 - 65' Lots Jaeger  
56 - Total Section



The WEST VILLAGE of  
GRAND CENTRAL PARK

**ENGINEER'S REPORT  
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1  
AUGUST 30, 2019**

**Agenda Item - Engineering Matters, including:**

- a. Authorize design of projects in the service area: **(Board Action Item)**
  - i. Water, sewer, and drainage to serve Grand Central Park Section 20 **(Board Action Item)**
  - ii. Paving and appurtenances to serve Grand Central Park Section 20 **(Board Action Item)**
  - iii. LOMR-F to serve Grand Central Park Tract I45-07A **(Board Action Item)**
- b. Approve plans and specifications and authorize the advertisement of bids in the service area:
  - i. Lake Excavation and Drainage Facilities to serve The Lake House Amenity Center Lake (LJA Job Nos. 2274-1904A and 2274-1904B).
    - Nothing at this time.
- c. Review bids and award contracts for projects in the service area:
  - i. Crescent Campus Blvd. Bridge Spanning Silverdale Creek (LJA Job # 2274-1707C)
    - Nothing at this time.
  - ii. Water, Sewer and Drainage to Serve Grand Central Park Section 18 (LJA Job No. 2274-0018D). **(Board Action Item)**
    - Six bids received on July 17, 2019. We recommend award of contract to low bidder in the amount of \$265,000 to Crostex Construction, Inc.
  - iii. Paving and Appurtenances to Serve Grand Central Park Section 18 (LJA Job No. 2274-0018E).
    - Project bids on September 4, 2019.
  - iv. Paving and Appurtenances to Serve Grand Central Park Section 19 (LJA Job No. 2274-0019C). **(Board Action Item)**
    - Four bids received on July 17, 2019. We recommend award of contract to low bidder in the amount of \$195,421.40 to Lexton Construction, LLC.

- v. Traffic Signal at Urban Avenue and Loop 336 (LJA Job No. 2274-1810).
  - Project bids on September 12, 2019.
- vi. Interim Grinder Pump to Service I45-06A (LJA Job No. 2274-1903).
  - Nothing at this time.
- vii. Grand Central Park Lakehouse Amenity Center (LJA Job No. 2274-1902).
  - Project bids on September 12, 2019.
- d. Approval of pay estimates, change orders, and final inspection as appropriate, for projects in the service area, including:
  - i. Water, sewer, and drainage to Serve Crescent Campus Boulevard Phase 2A (Crostex Construction Inc.) (LJA Job # 2274-1706B) **(Board Action Item)**
    - Pay Estimate No. 4 in the amount of \$73,211.40.
  - ii. Paving and appurtenances to Serve Crescent Campus Boulevard Phase 2A (Triple B Services) (LJA Job # 2274-1706C) **(Board Action Item)**
    - There are no pay estimates for consideration at this time.
    - Engineering Change Order No. 3 proposal in the amount of \$20,000.
    - Change Order No. 1 in the amount of \$63,902.35.
  - iii. Clearing & Grubbing, Water, sewer, and drainage to Serve City Central Avenue Phase 1 (C.E. Barker) (LJA Job # 2274-1710B). **(Board Action Item)**
    - There are no pay estimates for consideration at this time.
    - Time Extension approvals – PA 1: 4 days; PA 2: 7 days; PA 3: 10 days and PA 4: 6 days.
  - iv. Paving and appurtenances to Serve City Central Avenue Phase 1 (Precise Services) (LJA Job # 2274-1710C). **(Board Action Item)**
    - Pay Estimate No. 1 in the amount of \$18,000.00.
    - Time Extension approval – PA 1: 5 days.
  - v. Water, Sewer and Drainages to Serve Grand Central Park Section 14 (Crostex Construction Inc.) (LJA Job # 2274-0014B). **(Board Action Item)**
    - Pay Estimate No. 4 in the amount of \$29,079.00.
  - vi. Paving and Appurtenances to Serve Grand Central Park Section 14 (Precise Services) (LJA Job # 2274-0014C). **(Board Action Item)**
    - Pay Estimate No. 2 in the amount of \$38,115.00.
    - Time Extension approvals – PA 1: 11 days; PA 2: 5 days.

- vii. Water, Sewer and Drainage to Serve Town Park Drive Phase 2 and Grand Central Park Section 13 (C.E. Barker, Ltd.) (LJA Job # 2274-1805B) **(Board Action Item)**
  - Pay Estimate No. 4 in the amount of \$302,117.76.
  - Pay Estimate No. 5 in the amount of \$15,508.51.
  - Time Extension approvals – PA 3: 8 days; PA 4: 6 days; PA 5: 1 day.
  
- viii. Paving and Appurtenances to Serve Town Park Drive Phase 2 and Grand Central Park Section 13 (Precise Services) (LJA Job #2274-1805C). **(Board Action Item)**
  - Pay Estimate No. 1 in the amount of \$61,365.15.
  - Pay Estimate No. 2 in the amount of \$164,736.96.
  - Change Order No. 1 in the amount of \$236,524.96.
  
- ix. Water, Sewer and Drainage to Serve Autumn Elm Circle (C.E. Barker, Ltd.) (LJA Job # 2274-1808B) **(Board Action Item)**
  - Pay Estimate No. 4 in the amount of \$68,796.00.
  - Change Order No. 2 in the amount of \$41,400.00.
  
- x. Paving and Appurtenances to Serve Autumn Elm Circle (Precise Services) (LJA Job #2274-1808C) **(Board Action Item)**
  - Pay Estimate No. 2 in the amount of \$2,250.00.
  - Time Extension approvals – PA 1: 12 days; PA 2: 5 days.
  
- xi. Lift Station No. 2 and Force Main to Serve Grand Central Park (5J Services, LLC) (LJA Job # 2274-1807). **(Board Action Item)**
  - Pay Estimate No. 3 in the amount of \$43,641.00.
  
- xii. Water, Sewer and Drainage to Serve Grand Central Park Section 15 and Section 16 (Crostex Construction) (LJA Job # 2274-0015B and 2274-0016). **(Board Action Item)**
  - Pay Estimate No. 3 in the amount of \$150,390.54.
  
- xiii. Paving and Appurtenances to Serve Grand Central Park Sections 15 and 16 (D&J Construction) (LJA Job # 2274-0015C & 2274-0016C).
  - There are no pay estimates for consideration at this time.
  
- xiv. Water, Sewer and Drainage to Serve Grand Central Park Section 17 (Crostex Construction, Inc.) (LJA Job # 2274-0017B). **(Board Action Item)**
  - Pay Estimate No. 1 in the amount of \$ 405,688.92.

xv. Paving and Appurtenances to Serve Grand Central Park Section 17 (Lexton Construction, LLC) (LJA Job # 2274-0017C). **(Board Action Item)**

- Change Order No. 1 in the amount of \$0.

xvi. Water, Sewer and Drainage to Serve Grand Central Park Section 19 (Crostex Construction, Inc.) (LJA Job No. 2274-0019B). **(Board Action Item)**

- Change Order No. 1 in the amount of \$0.

xvii. Clearing and Grubbing to Serve 38.2 Acre Group of Parcels Southeast of Deer Lake (Crostex Construction) (LJA Job No. 2274-1803). **(Board Action Item)**

- Pay Estimate No. 1 in the amount of \$94,050.00.
- Change Order No. 1 in the amount of \$61,525.00.

e. LOMR-F for Grand Central Park, Section 17.

- No Action.
- Awaiting final lot grading.

f. Deeds and easements and utility conveyances.

- No Action.

g. Storm Water Pollution Prevention items.

- No Action.



August 13, 2019  
AVO 33186

## Conroe Municipal Management District No. 1 - Engineering Report

### 1. Road engineering matters, including:

- a) Authorization for design of projects in the service area;

No items month.

- b) Approval of contracts, letter financing agreements, or cost sharing agreements for projects in the service area, including:

- i. Grand Central Park, Greenway Village (formerly, Grand Central Park West Village Commercial Tract WV03);
- Control Staking and project layout under way

No items this month. Updates are below.

- ii. Grand Central Park West Village Loop 336 at development middle driveway traffic signal.

- Signal & Striping submitted Sept. 17<sup>th</sup> to City of Conroe.
- Received comments back from TxDOT December 10, 2018. Working with TxDOT & City of Conroe on their comments and requirements.
- 03-2019 Addressing additional TxDOT comments on striping plans
- 04-2019 Addressing 2<sup>nd</sup> round of TxDOT comments
- 06-2019 Addressed 3<sup>rd</sup> round of TxDOT comments and resubmitted back to area engineer, Adam Galland. (striping at medical driveway changed during plan approval process which required redesign for striping)
- 07-2019 Additional TxDOT comments being addressed and coordinated
- 08-09-2019 Received additional comments from TxDOT and are addressing

- c) Status of Traffic Impact Analysis for east access drives (I-45):

- TIA has been approved

**Half Associates, Inc.**  
**Daniel Lozano, PE, LEED AP**  
**Vice President**



HALFF ASSOCIATES, INC.

14800 ST. MARY'S LANE, STE. 160  
HOUSTON, TX 77079-2943

TEL: 713-588-2450  
FAX: 281-310-5259

WWW.HALFF.COM

**CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1**  
**SUMMARY OF CASH TRANSACTIONS**  
**FOR THE PERIOD July 1, 2019 to August 21, 2019**  
(Unaudited)

		<u>GENERAL FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>DEBT SERVICE FUND</u>
<b>BALANCE</b>	<b>1-Jul-2019</b>	<b>\$15,895.87</b>	<b>\$0.00</b>	<b>\$0.00</b>
RECEIPTS		725.57	5,363,695.41	320,156.81
DISBURSEMENTS		(33,461.88)	(3,442,664.72)	0.00
INVESTMENT PROCEEDS		60,000.00	3,442,664.72	0.00
INVESTMENT PURCHASES		(28,700.57)	(5,363,695.41)	(320,156.81)
TRANSFERS		0.00	0.00	0.00
<b>BALANCE</b>	<b>31-Jul-2019</b>	<b>\$14,458.99</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CURRENT MONTHS ACTIVITY:</b>				
RECEIPTS		0.00	0.00	0.00
DISBURSEMENTS		(29,767.85)	(917,870.86)	0.00
		(20,676.23)		
INVESTMENT PROCEEDS		0.00	0.00	0.00
INVESTMENT PURCHASES		0.00	0.00	0.00
TRANSFERS		0.00	0.00	0.00
<b>CURRENT CASH BALANCE</b>		<b>(35,985.09)</b>	<b>(917,870.86)</b>	<b>0.00</b>
<b>CURRENT INVESTMENTS - TexPool</b>		<b>147,712.43</b>	<b>2,239,370.14</b>	<b>1,164,077.92</b>
<b>CASH BALANCES</b>	<b>21-Aug-2019</b>	<b>111,727.34</b>	<b>1,321,499.28</b>	<b>1,164,077.92</b>

**RESERVE FOR CAPITAL OUTLAY**

WSD BONDS	\$1,129,226
ROAD BONDS	1,110,144
TAX INCREMENT-ROADS	133

**RESERVE FOR DEBT SERVICE**

WSD BONDS	\$661,102
ROAD BONDS	502,976

PAMELA M LOGSDON, CPA  
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092  
(713) 934.9107 Fax (713) 934.9443 pmlogsdon@AVANTA serv.com

# CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

## CASH TRANSACTIONS

<u>Vendor/Customer</u>	<u>Document</u>		<u>Description</u>	<u>Receipts</u>	<u>Disbursements</u>
	<u>Number</u>	<u>Date</u>			
<b>FOR THE MONTH ENDED JULY 31, 2019</b>					
<b>GENERAL FUND</b>					
AAAC WILDLIFE REMOVAL	1445	07/09/19	BEAVER TRAPPING	-	5,350.00
BERG OLIVER ASSOCIATES INC	1446	07/09/19	ENVIRONMENTAL CONSULTING-	-	1,975.00
LJA ENGINEERING & SURVEYING	1447	07/09/19	GENERAL THRU 05/31/2019	-	4,082.84
PAMELA M LOGSDON, CPA	1448	07/09/19	ACCOUNTING SERVICES- JAN-MAR	-	8,858.89
THE MULLER LAW GROUP, PLLC	1449	07/09/19	THRU 07/31/2019	-	12,149.25
RAPID RESEARCH INC	1450	07/09/19	ABTRACTOR'S CERTIFICATE	-	361.47
THE DOCUMENT GROUP	1451	07/09/19	BOARD BOOKS	-	199.80
ENTERGY	1452	07/09/19	510 GRAND CENTRAL PKW thru 06/2	-	364.63
SHANNON WAUGH	1453	07/09/19	WEBSITE HOSTING- JUN 2019	-	120.00
TRF FROM TAX TO GF- MAINT	J116	07/15/19	TRF FROM TAX TO GF- MAINT	725.57	-
<b>GENERAL FUND TOTALS</b>				<b>\$725.57</b>	<b>\$33,461.88</b>
<b>CAPITAL PROJECTS FUND</b>					
<b>SERIES 2019 - WSD</b>					
TEXAS COMMISSION ON	1456	07/09/19	CPF-SER 2019 BOND ISSUE-\$7,160,000		17,900.00
TEXAS ATTORNEY GENERAL	1458	07/09/19	CPF-SER 2019- WSD TX ATTY GEN		7,160.00
THE MULLER LAW GROUP, PLLC	2019073001	07/30/19	CPF- SERVICES-SER 2019 WSD BONDS		173,200.00
GCP LOAN SUBSIDIARY I, LP	2019073002	07/30/19	CPF- DEV REIM- SER 2019 WSD BONDS		1,581,953.35
SER 2019 WSD BOND FUNDING	J118	07/30/19	SER 2019 WSD BOND FUNDING	2,620,072.91	-
<b>SERIES 2019 - ROAD</b>					
TEXAS ATTORNEY GENERAL	1459	07/09/19	CPF-SER 2019 ROAD- TX ATTY GEN		2,915.00
THE MULLER LAW GROUP, PLLC	2019073011	07/30/19	CPF- SERVICES-SER 2019 ROAD BONDS		87,450.00
GCP LOAN SUBSIDIARY I, LP	2019073012	07/30/19	CPF- DEV REIM- SER 2019 ROAD BONDS		1,572,086.37
SER 2019 ROAD BOND FUNDING	J119	07/30/19	SER 2019 ROAD BOND FUNDING	2,743,622.50	-
<b>CAPITAL PROJECTS FUND TOTALS</b>				<b>\$5,363,695.41</b>	<b>\$3,442,664.72</b>
<b>DEBT SERVICE FUND</b>					
TRF FROM TAX DSF- ROAD	J117	07/15/19	TRF FROM TAX DSF- ROAD	546.81	-
SER 2019 WSD BOND FUNDING	J118	07/30/19	SER 2019 WSD BOND FUNDING	227,687.50	-
SER 2019 ROAD BOND FUNDING	J119	07/30/19	SER 2019 ROAD BOND FUNDING	91,922.50	-
<b>DEBT SERVICE FUND TOTALS</b>				<b>\$320,156.81</b>	<b>\$0.00</b>



# CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

## CASH TRANSACTIONS

<u>Vendor/Customer</u>	<u>Document</u>		<u>Description</u>	<u>Receipts</u>	<u>Disbursements</u>
	<u>Number</u>	<u>Date</u>			
<b>FOR THE PERIOD ENDED AUGUST 21, 2019</b>					
<b><u>GENERAL FUND</u></b>					
ENTERGY	1422	08/08/19	510 GRAND CENTRAL PKW thru 07/3	-	474.01
BERG OLIVER ASSOCIATES INC	1460	08/21/19	ENVIRONMENTAL CONSULTING- JUI	-	6,800.00
LJA ENGINEERING & SURVEYING	1461	08/21/19	GENERAL THRU 07/26/2019	-	8,669.29
THE MULLER LAW GROUP, PLLC	1462	08/21/19	GENERAL THRU 08/31/2019	-	13,201.75
SHANNON WAUGH	1463	08/21/19	WEBSITE HOSTING- JUL 2019	-	182.00
ZUBER, MONICA	1464	08/21/19	FOOD REIMBURSEMENT-07/09/2019	-	190.80
SHARON M. MATTOX, PLLC	1465	08/21/19	SILVERDALE CREEK- MAY 2019	-	250.00
<b>GENERAL FUND TOTALS</b>				<b>\$0.00</b>	<b>\$29,767.85</b>
<b><u>CAPITAL PROJECT FUND</u></b>					
DIGI-COLOR, LP	1466	08/21/19	CPF- SER 2019 BONDS	-	1,876.23
IPREO LLC	1467	08/21/19	CPF- SER 2019 BONDS	-	1,300.00
MCCALL GIBSON & COMPANY PLLC	1468	08/21/19	CPF-BONDS SER 2019	-	1,500.00
ORRICK, HERRINGTON, SUTCLIFFE	1469	08/21/19	CPF-SER 2019 RD, DISCLOSURE CO	-	16,000.00
RW BAIRD & CO	WIRE	08/21/19	SER 2019 WSD		144,978.14
GCP LOAN SUBSIDIARY I, LP	WIRE	08/21/19	SER 2019 WSD		519,502.21
GCP LOAN	WIRE	08/21/19	SER 2019 WSD		3,578.52
RW BAIRD & CO	WIRE	08/21/19	SER 2019 ROAD		60,078.14
GCP LOAN SUBSIDIARY I, LP	WIRE	08/21/19	SER 2019 ROAD		103,703.25
GCP LOAN	WIRE	08/21/19	SER 2019 ROAD		65,354.37
<b>CAPITAL PROJECTS FUND TOTALS</b>				<b>\$0.00</b>	<b>\$917,870.86</b>
<b><u>DEBT SERVICE FUND</u></b>					
<b>DEBT SERVICE FUND TOTALS</b>				<b>\$0.00</b>	<b>\$0.00</b>

# CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

August 21, 2019

(Unaudited)

## SUMMARY OF INVESTMENTS

BANK	ACCT #	RATE	Purchase DATE	Maturity DATE	AMOUNT
<b>GENERAL FUND</b>					
CENTRAL BANK-CHECKING 3314091					
TexPool	79499-79499-0000-5	2.8760%			\$147,578.98
TexPool-TAX INCREMENT-Roads	79499-79499-0000-7	2.8760%			133.45
for East/West Major Thoroughfare, Loop Road, Traffic Signals @ Loop 336, Sgt E Holcomb Blvd, Major Commercial Collectors, Major Thoroughfare/Loop Rd Major Collector					
<b>TOTAL GENERAL FUND INVESTMENTS</b>					<b>\$147,712.43</b>
<b>CAPITAL PROJECTS FUND</b>					
TexPool - 2018 <u>WSD</u>	79499-79499-0000-1	2.8760%			\$234,226.70
TexPool - 2019 WSD / 2018 BAN	79499-79499-0000-6	2.8760%			894,999.67
TexPool - 2018 <u>ROAD</u>	79499-79499-0000-3	2.8760%			25,917.24
TexPool - 2019 <u>ROAD</u>	79499-79499-0000-8	0.0000%			1,084,226.53
<b>TOTAL CAPITAL PROJECTS FUND INVESTMENTS</b>					<b>\$2,239,370.14</b>
<b>DEBT SERVICE FUND</b>					
TexPool - 2018 <u>WSD</u>	79499-79499-0000-2	2.8760%			\$661,101.77
TexPool - 2018 <u>ROAD</u>	79499-79499-0000-4	2.8760%			502,976.15
<b>TOTAL DEBT SERVICE FUND INVESTMENTS</b>					<b>\$1,164,077.92</b>

## PUBLIC FUNDS INVESTMENT ACT TRAINING REQUIREMENT

ACCOUNTANT - PAMELA LOGSDON

COMPLETED - MAY 2019

## BONDS ISSUED

	AMOUNT	NET EFFECTIVE RATE	SOLD	
SERIES 2018 WSD	5,500,000	3.798443%	29-Jan-18	
SERIES 2019/BAN 2018 - WSD	7,160,000	3.578230%	9-Jul-19	2018 BAN -sold 10/31/2018 \$4,010,000 @ 3.5%
SERIES 2018 ROAD	4,785,000	3.941553%	21-Feb-18	
SERIES 2019 ROAD	2,915,000	3.541863%	9-Jul-19	

## SCHEDULE OF DEBT SERVICE PAYMENTS

	DUE on or BEFORE	PRINCIPAL	INTEREST	TOTAL	FISCAL YEAR AMOUNT DUE
REGIONS BANK	1-Sep-19	255,000.00	181,118.75	436,118.75	
REGIONS BANK	1-Mar-20		365,295.72	365,295.72	801,414.47

**CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1**  
**STATEMENT OF REVENUES AND EXPENDITURES - GENERAL FUND**  
**FOR THE TWELVE MONTHS ENDED JULY 31, 2019**

	Year to Date 31-Jul-19 <u>Actual</u>	ANNUAL 2019 <u>Budget</u>	Variance	FYE JULY 31, 2018 <u>Actual</u>
<b>REVENUES</b>				
PROPERTY TAX REVENUE	423,151	480,000	(56,849)	490,314
PROPERTY TAX REVENUE - CONROE TAX REBATE	-	-	0	-
INTEREST ON INVESTMENTS	3,701	3,000	701	2,051
MISC REVENUES	-	10,000	(10,000)	-
DEVELOPER ADVANCES-OPERATIONS	-	-	0	25,000
<b>TOTAL REVENUES</b>	<b><u>426,851</u></b>	<b><u>493,000</u></b>	<b><u>(66,149)</u></b>	<b><u>517,364</u></b>
<b>EXPENDITURES</b>				
<b>PROFESSIONAL FEES</b>				
LEGAL-GENERAL	95,760	95,208	552	94,251
LEGAL-TAX INCREMENT	-	-	0	-
LEGAL-OTHER	-	-	0	-
FINANCIAL ADVISOR FEES	-	-	0	-
AUDITING FEES	11,100	10,000	1,100	9,250
ENGINEERING-GENERAL	40,814	60,000	(19,186)	65,433
<b>CONTRACTED SERVICES</b>				
ACCOUNTANT FEES	26,584	45,000	(18,417)	36,308
<b>MAINTENANCE &amp; REPAIRS</b>				
MAINTENANCE & REPAIRS ROUTINE	5,350	-	5,350	10,600
MAINT-STORM WATER CHANNEL & SET ASIDES	-	120,000	(120,000)	-
LANDSCAPE MAINT-STORM WTR CHANNEL	-	10,000	(10,000)	-
PARK MAINTENANCE	6,350	-	6,350	-
UTILITIES	5,946	12,000	(6,054)	3,079
<b>ADMINISTRATIVE EXPENSES</b>				
ELECTION EXPENSES	-	-	0	-
INSURANCE	6,229	6,000	229	5,444
PRINTING AND OFFICE SUPPLIES	9,697	7,000	2,697	7,738
BANK CHARGES	-	-	0	-
LEGAL NOTICES	-	1,000	(1,000)	266
MEETING EXPENSE	-	-	0	-
TRAVEL AND EXPENSES	-	-	0	-
CONTINGENCIES	-	20,000	(20,000)	-
<b>TOTAL EXPENDITURES</b>	<b><u>207,829</u></b>	<b><u>386,208</u></b>	<b><u>(178,379)</u></b>	<b><u>232,369</u></b>
<b>EXCESS REVENUES (EXPENSES) FROM OPERATIONS</b>	<b>219,023</b>	<b>106,792</b>	<b>(244,528)</b>	<b>284,995</b>
<b>TAX INCREMENT</b>				
TAX INCREMENT-MONTGOMERY CO	97,435	-	97,435	-
TAX INCREMENT-CITY OF CONROE	-	-	0	-
ROADS FROM TAX INCREMENT PMTS	(97,435)	-	(97,435)	-
<b>FUTURE REIMB FROM BOND SALE</b>				
DEVELOPER ADVANCES-CONSTRUCTION	-	245,000	245,000	125,000
LEGAL-CONSTRUCTION	-	-	0	(489)
LEGAL-CONST-ROADS	(3,084)	(10,000)	(6,916)	(4,381)
LEGAL-CONST-WATER/SEWER/DRAIN	(28,361)	(25,000)	3,361	(19,129)
LEGAL-CONST-WETLAND/EVNIROMENTAL	(160,812)	(200,000)	(39,188)	(166,419)
LEGAL-PARKS	(5,460)	(10,000)	4,540	(3,779)
FUTURE CPF REIMB FROM BOND SALE	(26,068)	-	(26,068)	(11,270)
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b><u>(4,763)</u></b>	<b><u>106,792</u></b>	<b><u>(63,799)</u></b>	<b><u>204,529</u></b>

# CLARK CONDON

MEMORANDUM

**TO:** Conroe Municipal Management District #1  
**FROM:** Elizabeth Gilbert  
**DATE:** August 13, 2019  
**PROJECT:** Grand Central Park Landscape Projects  
**DISTRIBUTION:** File

RE: Update on Landscape Projects within Conroe Municipal Management District #1

Current Projects Under Construction:

**1. Grand Central Park Streetscapes Phase I**

Scope of Work: Planting, irrigation and concrete trail.

Contractor: HD Outdoor Designs, LC

Contract Amount: \$618,182.62

Change Order Amounts to Date Added to Contract: \$26,743.20

**Payment Application #8B** submitted for \$24,408.53

**Payment Application #9A** submitted for \$58,080.51

**2. West Village Pathways Phase II**

Scope of Work: Extension of pathways through new areas of West Village and along Grand Central Parkway.

Contractor: D.L Meacham LP

Contract Amount: \$275,843.35

Comments: Signed contracts received on August 13, 2019; Notice to Proceed to follow.

Construction Projects Pending Contracts:

**1. Twilight Park and Mystic Pond**

Scope of Work: Twilight Park design includes walkways, playground, fitness stations, site furnishings, landscape and irrigation; Mystic Pond design includes renovation of existing bridge, new fishing piers, gazebo, fire pit, site lighting and site furnishings.

Contractor: D.L Meacham LP

Contract Amount: \$830,809.95

Comments: Contracts are pending final approval by developer; permitting comments are being addressed and will be resubmitted to City of Conroe on August 15, 2019.

Design Proposals for New Projects for approval:

**1. Grand Central Park Section 10, 11 & 12**

Scope of Work: Landscape architectural design services for landscape reserves and cul-de-sacs islands in Section 10, 11 and 12 of the West Village. Refer to attached proposal.

**2. Grand Central Park Crescent Campus Entry**

Scope of Work: Landscape architectural design services for entry and streetscape for Crescent Campus from I-45 to round-about. Refer to attached proposal.

END OF MEMO

# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

August 12, 2019

Bob Douglas  
Sr. Vice President  
Johnson Development Corporation  
11322 I-45 South  
Conroe, TX 77304

Re: Grand Central Park Streetscapes Phase I (GCP Loan Subsidiary 1 LP)  
**Payment Application No. 8B**

Dear Bob,

The attached Payment Application No. 8B, for the referenced project, dated August 7, 2019 was received from HD Outdoor Designs, Inc.

I have reviewed the payment application relative to existing progress on the project and recommend payment in the amount of **\$24,408.53** at this time. Work associated with this payment application includes planting and irrigation.

Please contact me at [akonyha@clarkcondon.com](mailto:akonyha@clarkcondon.com) or at (713) 871-1414 if you have any questions.

Best regards,



Andrew Konyha, PLA  
Principal

# APPLICATION AND CERTIFICATION FOR PAYMENT

**OWNER:** Conroe Municipal Mgmt District 1  
 c/o The Muller Law Group, PLLC  
 202 Century Square Blvd  
 Sugar Land, TX 77478

**PJ:** GCP Streetscapes Phase 1 - BID FORM B  
**CONTRACT DATE:** 07/01/18

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

**APPLICATION NO:** 8  
**APPLICATION DATE:** 08/07/19  
**PERIOD TO:** 08/07/19  
**PROJECT NOS:** N/A

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM CONTRACTOR:**  
 HD Outdoor Designs, LLC  
 16106 Garden Hill Ln  
 Houston, TX 77095

**DEVELOPER:** GCP Loan Subsidiary I LP  
 c/o The Muller Law Group, PLLC  
 16555 Southwest Freeway, Suite 200  
 Sugar Land, TX 77479

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

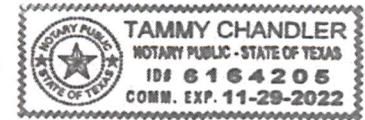
1. ORIGINAL CONTRACT SUM	\$	<u>219,184.60</u>
2. NET CHANGE BY CHANGE ORDERS	\$	<u>11,530.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>230,714.60</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>214,439.60</u>
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	<u>\$21,443.96</u>
b. 0 % of Stored Material (Column F on G703)	\$	<u>Included in above</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>16,275.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>192,995.64</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>168,587.11</u>
8. CURRENT PAYMENT DUE	\$	<u>24,408.53</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>37,718.96</u>

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: HD Outdoor Designs, LLC

By: Drew Hawkins

By: Drew Hawkins 8/7/18



State of: Texas County of: Harris

Subscribed and sworn to before me this 7th day of August, 2019.

Notary Public: Tammy Chandler Commission expires: November 29, 2022

By: Tammy Chandler

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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.

AMOUNT CERTIFIED ..... \$ 24,408.53

(Attach explanation of amount certified by this from the amount applied. Initial all figures on this Application and on the continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Chris H Date: 08.12.2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$11,530.00	
TOTALS	\$11,530.00	\$0.00
NET CHANGES by Change Order	\$11,530.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, GPC Streetscapes Phase 1 BID FORM B, containing

APPLICATION NO: 8

Contractor's signed certification is attached.

APPLICATION DATE: 8/7/2019

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/7/2019

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
			1	Miscellaneous Items: Mobilization					
2	Miscellaneous Items: Bonds	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$700.00
3	Miscellaneous Items: Traffic Control	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
5	Hardscape: Concrete Sidewalk (3150 sf)	\$18,900.00	\$18,900.00	\$0.00	\$0.00	\$18,900.00	100.00%	\$0.00	\$1,890.00
6	Hardscape: Pavers In Medians (280 sf)	\$3,446.80	\$3,446.80	\$0.00	\$0.00	\$3,446.80	100.00%	\$0.00	\$344.68
7	Hardscape: Curb Ramp (3)	\$876.00	\$876.00	\$0.00	\$0.00	\$876.00	100.00%	\$0.00	\$87.60
9 - 36	Softscape: Plants and Trees	\$22,227.67	\$0.00	\$14,670.26	\$0.00	\$14,670.26	66.00%	\$7,557.41	\$1,467.03
37	Softscape: Fine Grade and Sod (11K sf)	\$3,630.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,630.00	\$0.00
38	Softscape: Bed Prep & Pinestraw Mulch @ Full (2500 sf)	\$975.00	\$0.00	\$0.00	\$0.00	\$0.00		\$975.00	\$0.00
39	Softscape: Irrigation System	\$155,629.13	\$140,066.21	\$12,450.33	\$0.00	\$152,516.54	98.00%	\$3,112.59	\$15,251.65
40	Softscape: 30 Day Landscape Maintenance	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,000.00	\$0.00
	CO: Concrete Sidewalk	\$1,080.00	\$1,080.00	\$0.00	\$0.00	\$1,080.00	100.00%	\$0.00	\$108.00
	CO: Town Park Drive: Site/Dirt Work	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$700.00
	CO: Concrete: Ramp Demo & Replacement @ Town Park & GCP	\$950.00	\$950.00	\$0.00	\$0.00	\$950.00	100.00%	\$0.00	\$95.00
	CO: Town Park Drive: Excavation / Dirt Work - Wetland area	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$250.00
<b>GRAND TOTALS</b>		<b>\$230,714.60</b>	<b>\$187,319.01</b>	<b>\$27,120.59</b>	<b>\$0.00</b>	<b>\$214,439.60</b>	<b>78%</b>	<b>\$16,275.00</b>	<b>\$21,443.96</b>
									\$37,718.96

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL RELEASE OR WAIVER OF LIENS

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

OWNER:

Conroe Municipal Mgmt District 1

GENERAL CONTRACTOR:

HD Outdoor Designs LLC

PROJECT NAME:

GCP Streetscapes Phase I - Form Bid B

STATE of Texas

COUNTY of Montgomery

The undersigned, in consideration of the sum of \$ 24408<sup>53</sup> hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 8-1-19 (period waived by pay application) under contract with Conroe Dist 1 GCP, on the job of GCP Streetscapes, to the following property: GCP Streetscapes Phase I - Form Bid B. This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and material men that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Project have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, the undersigned's activities on, or improvement to, the Project.

This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed and all costs or expenses incurred (including, but limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit and general conditions costs) relative to the work or improvements at the Project as of the date of this Waiver, except for the Payment or retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against Owner, the Developer referenced as being responsible for payment in the Contract Documents, any other person or entity with a legal or equitable interest in the Project, as of the date of this Waiver, except as follows:

This Waiver is specifically made for the benefit of the Owner and the Developer, and any other person or entity with a legal or equitable interest in the Property. The amount of money set forth as due and owing in the immediately preceding Waiver dated N/A, when received and deposited, will be deemed paid in full.

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers has placed his hand and seal this 7 day of Aug, 2019

Witnessed and subscribed before me this

7 day of August, 2019

[Signature]

NOTARY PUBLIC in and for TEXAS

FIRM OR COMPANY:

HD Outdoor Designs LLC

By:

Drew Hawk Knutz

Name:

Drew Hawk Knutz

Title:

Owner





AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

representing Contractor under the following Contract:

Owner: Conroe Municipal Management District No. 1, a political subdivision of the State of Texas  
c/o The Muller Law Group, PLLC

Contractor: HD Outdoor Designs, LLC

Date: 8-7-2019

Project: GOP Streetscapes Phase 1 - Bid Form B

The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By Drew Hawkins

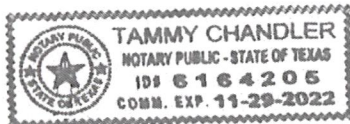
Name Drew Hawkins

Title Owner

Subscribed and sworn before me, the undersigned authority, on this the 7 day of August 2019

Loanah

Notary Public in and for the State of Texas



# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

August 12, 2019

Bob Douglas  
Sr. Vice President  
The Johnson Development Corporation  
11322 I-45 South  
Conroe, TX 77304

Re: Grand Central Park Streetscapes Phase I (Conroe CS Texas Holdings)  
**Payment Application No.9A**

Dear Bob,

The attached Payment Application No. 9A, for the referenced project, dated August 7, 2019 was received from HD Outdoor Designs, Inc.

I have reviewed the payment application relative to existing progress on the project and recommend payment in the amount of **\$58,080.51** at this time. Work associated with this payment application includes planting and irrigation.

Please contact me at [akonyha@clarkcondon.com](mailto:akonyha@clarkcondon.com) or at (713) 871-1414 if you have any questions.

Best regards,



Andrew Konyha, PLA  
Principal

# APPLICATION AND CERTIFICATION FOR PAYMENT

**OWNER:** Conroe Municipal Mgmt District 1  
 c/o The Muller Law Group, PLLC  
 202 Century Square Blvd  
 Sugar Land, TX 77478

**PJ:** GCP Streetscapes Phase 1 - BID FORM A  
**CONTRACT DATE:** 07/01/18

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

**APPLICATION NO:** 9  
**APPLICATION DATE:** 8/7/2019  
**PERIOD TO:** 8/7/2019  
**PROJECT NOS:** N/A

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM CONTRACTOR:**  
 HD Outdoor Designs, LLC  
 16106 Garden Hill Ln  
 Houston, TX 77095

**DEVELOPER:** Conroe CS Texas Holdings  
 c/o The Muller Law Group, PLLC  
 16555 Southwest Freeway, Suite 200  
 Sugar Land, TX 77479

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	398,998.02
2. Net change by Change Orders	\$	15,213.20
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	414,211.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	263,825.46
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	26,382.55
b. 0 % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	150,385.76
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	237,442.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	179,362.40
8. CURRENT PAYMENT DUE	\$	58,080.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	176,768.31

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: HD Outdoor Designs, LLC

By: Drew Hawkins

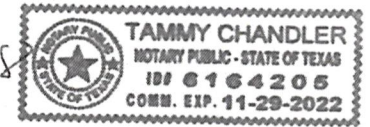
By: Drew Hawkins 8/7/18

State of: Texas County of: Harris

Subscribed and sworn to before me this 7th day of August, 2019.

Notary Public: Tammy Chandler Commission expires: November 29, 2022

By: T Chandler



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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.

AMOUNT CERTIFIED ..... \$ 58,080.51

(Attach explanation of amount certified if less than the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Chad H Date: 08.12.2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$15,213.20	
Total approved this Month	\$0.00	
<b>TOTALS</b>	<b>\$15,213.20</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$15,213.20</b>	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, GPC Streetscapes Phase 1 - BID FORM A

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 8/7/2019

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/7/2019

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			1	Miscellaneous Items: Mobilization					
2	Miscellaneous Items: Bonds	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$700.00
3	Miscellaneous Items: Traffic Control	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
5	Hardscape: Concrete Sidewalk (6865 sf)	\$44,100.00	\$44,100.00	\$0.00	\$0.00	\$44,100.00	100.00%	\$0.00	\$4,410.00
6	Hardscape: Pavers In Medians (1100 sf)	\$13,541.00	\$13,541.00	\$0.00	\$0.00	\$13,541.00	100.00%	\$0.00	\$1,354.10
7	Hardscape: Curb Ramp (8)	\$2,920.00	\$2,920.00	\$0.00	\$0.00	\$2,920.00	100.00%	\$0.00	\$292.00
9 - 40	Softscape: Plants and Trees	\$162,435.89	\$0.00	\$53,604.00	\$0.00	\$53,604.00	33.00%	\$108,831.89	\$5,360.40
41	Fine Grade and Sod (49200 sf)	\$16,236.00	\$0.00	\$0.00	\$0.00	\$0.00		\$16,236.00	\$0.00
42	Softscape: Bed Prep & Pinestraw Mulch @ Full (37K sf)	\$14,430.00	\$0.00	\$4,761.90	\$0.00	\$4,761.90	33.00%	\$9,668.10	\$476.19
43	Softscape: Irrigation System	\$123,352.63	\$111,017.36	\$6,168.00	\$0.00	\$117,185.36	95.00%	\$6,167.27	\$11,718.54
44	Softscape: 30 Day Landscape Maintenance	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,000.00	\$0.00
45	Softscape: Bed Prep & Pinestraw Mulch @ Partial (21750 sf)	\$8,482.50	\$0.00	\$0.00	\$0.00	\$0.00		\$8,482.50	\$0.00
CO	CO: Add'l Pavers in Medians (470 sf)	\$5,785.70	\$5,785.70	\$0.00	\$0.00	\$5,785.70	100.00%	\$0.00	\$578.57
CO	CO: Add'l Concrete at non-existing driveway/walkway (315 sf)	\$1,890.00	\$1,890.00	\$0.00	\$0.00	\$1,890.00	100.00%	\$0.00	\$189.00
CO	CO: Redo 5 Landings	\$3,752.50	\$3,752.50	\$0.00	\$0.00	\$3,752.50	100.00%	\$0.00	\$375.25
CO	CO: Raise Manhole 3"	\$1,172.50	\$1,172.50	\$0.00	\$0.00	\$1,172.50	100.00%	\$0.00	\$117.25
CO	CO: Move Walkway from tree - 18"	\$1,112.50	\$1,112.50	\$0.00	\$0.00	\$1,112.50	100.00%	\$0.00	\$111.25
	CO: Concrete / Ramp	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$150.00
<b>GRAND TOTALS</b>		<b>\$414,211.22</b>	<b>\$199,291.56</b>	<b>\$64,533.90</b>	<b>\$0.00</b>	<b>\$263,825.46</b>	<b>76%</b>	<b>\$150,385.76</b>	<b>\$26,382.55</b>
									<b>\$176,768.31</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL RELEASE OR WAIVER OF LIENS

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

OWNER: Conroe Municipal Mgmt District 1  
GENERAL CONTRACTOR: HD Outdoor Designs LLC  
PROJECT NAME: GCP Streetscapes Phase 1 - Bid Form A  
STATE of Texas  
COUNTY of Montgomery

The undersigned, in consideration of the sum of \$58080<sup>SI</sup>, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 5/7/19 (period waived by pay application) under contract with Conroe Dist 1 / GCP on the job of GCP Streetscapes to the following property: GCP Streetscapes Phase 1 - Bid Form A. This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and material men that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Project have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, the undersigned's activities on, or improvement to, the Project.

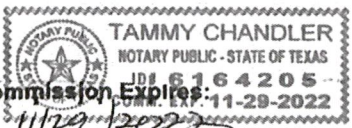
This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed and all costs or expenses incurred (including, but limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit and general conditions costs) relative to the work or improvements at the Project as of the date of this Waiver, except for the Payment or retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against Owner, the Developer referenced as being responsible for payment in the Contract Documents, any other person or entity with a legal or equitable interest in the Project, as of the date of this Waiver, except as follows:

This Waiver is specifically made for the benefit of the Owner and the Developer, and any other person or entity with a legal or equitable interest in the Property. The amount of money set forth as due and owing in the immediately preceding Waiver dated N/A, when received and deposited, will be deemed paid in full.

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers has placed his hand and seal this 7 day of AUG 2019

Sworn to and subscribed before me this 7 day of Aug, 2019  
[Signature]

FIRM OR COMPANY: HD Outdoor Designs LLC  
By: [Signature]  
Name: Drew Hawkins  
Title: Owner



My Commission Expires 11/29/2022

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

representing Contractor under the following Contract:

Owner: Conroe Municipal Management District No. 1, a political subdivision of the State of Texas  
c/o The Muller Law Group, PLLC

Contractor: HD Outdoor Designs, LLC

Date: 8/7/19

Project: GOP Streetscapes Phase I - Bid Form A

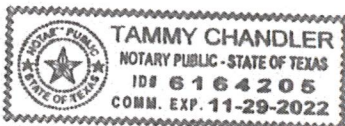
The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By Drew Hawkins  
 Name Drew Hawkins  
 Title Owner

Subscribed and sworn before me, the undersigned authority on this the 7 day of Aug 2019

[Signature]  
 Notary Public in and for the State of Texas



# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

phone 713.871.1414 fax 713.871.0888

CLARKCONDON.COM

June 4, 2019

Bob Douglas  
GCP Loan Subsidiary 1, L.P.  
11322 I-45 South  
Conroe, TX 77304

**Re: Grand Central Park Sections 10, 11 & 12**

Dear Bob,

We are pleased to provide this proposal for landscape architectural design associated with Grand Central Park in Conroe, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** – The Landscape Architect will be responsible for providing landscape architectural design and documentation services for the entry and streetscape for Sections 10, 11 & 12 (refer also to attachment). This will be accomplished by working closely with the Client and Design Team. The estimated construction budget is +/- \$350,000.00. Scope of work includes design and documentation for the following:

1. Landscape and landscape up-lighting for the landscape reserves in Sections 10, 11, and 12.
2. Landscape for the cul-de-sac islands in Sections 10, 11, and 12.
3. Irrigation will be design build through contractor with parameters given by the designer.

**PRELIMINARY DESIGN** - The Landscape Architect and Design Team will prepare Preliminary Design drawings for the project. Drawings will indicate general concepts, spatial relationships, scale and form, responding to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and surrounding area.
2. Project management and coordination with Design Team to develop Preliminary Design concepts.
3. Organize and schedule meetings with Client and/or authorized representative to review design concepts.
4. Prepare a budgetary construction cost estimate based on Preliminary Design.

**DESIGN DEVELOPMENT** – Design Development will be initiated after the Client's approval of the Preliminary Design. During this phase, we will refine the design and budgets for the project. Design Development drawings will depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

1. Project management and coordination with Design Team.
2. Select materials for all landscape architecture aspects, i.e. monumentations, walkways, walls, and plantings.
3. Organize and schedule Client meetings.
4. Prepare cost estimates based on Design Development drawings.
5. Irrigation parameters.
6. Present to the Client and Owner.
7. Prepare an outline specification.
8. Indicate landscape lighting fixture locations.
9. Coordinate with electrical and utility requirements.
10. Deliverables include site plans at 1" = 20' scale indicating all elements approved during Design Development.

**CONSTRUCTION DOCUMENTS** – The Construction Documents phase will be initiated after the Client's approval of the Design Development drawings. The Landscape Architect will prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Design Development. Services to be provided in this phase include:

1. Site plans at 1" = 40'-0" scale indicating all elements approved during Design Development.
2. Details for all improvements with specifications as required for proper construction, installation, or finishing of all landscape components.
3. Specifications in MasterSpec Format.
4. Layout plans dimensioning all proposed improvements.
5. Planting plans including all tree, shrub, vine, and groundcover selections for all locations.
6. Coordinate with electrical engineer on site lighting and fixture documentation.
7. Tree protection and removal plans, details, and mitigation calculations. Compliance with local tree ordinance and coordinate with forestry department for trees removed from the site as necessary.
8. Final construction cost estimate to include unit costs at current construction dollars.
9. Organize and schedule Client meetings.
10. Prepare project manual including contract documents and technical specifications.
11. Conduct project QA/QC review with Project Team.
12. Issue signed and sealed permit set.
13. Final Construction Documents in reproducible format and digital format, AutoCAD.

**BIDDING** – After completion and approval of the Construction Documents, the Landscape Architect will assist Client with putting the plans out for public and private bid. This scope assumes we will prepare two bid packages, one for private improvements and one for reimbursement improvements.

1. Distribution of bid documents.
2. Conduct a pre-bid conference.
3. Preparation of addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.

**CONSTRUCTION ADMINISTRATION** – The Landscape Architect will provide Construction Administration for the project. Services to be provided in this phase include:

1. Periodic site visits (approximately 8 visits). The Design Team will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Based on site visits, and the data comprising the pay application, the Landscape Architect will review and certify to the Owner that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
7. Review change orders for approval by the Client.



**FEE** - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Preliminary Design	\$3,500.00
Design Development	\$6,000.00
Construction Documents	\$9,000.00
Bidding/Pricing	\$3,000.00
Construction Administration*	<u>\$8,500.00</u>

**TOTAL** **\$30,000.00**

Supplemental Services

MEP Engineering \$5,000.00

\*Construction Administration services will be billed hourly a maximum.

**REIMBURSABLE EXPENSES** - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, permit and review fees, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses will be billed at cost plus 15%.

**ADDITIONAL SERVICES** – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal will be submitted to the owner for approval prior to the start of any out-of-scope work.

## HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates will be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

## EXCLUSIONS TO THE CONTRACT

1. Topographic and boundary surveys
2. Existing site engineering and utility base information
3. Soil engineering, geotechnical consultant services or related testing
4. Civil engineering
5. Fountain Design and/or Consultant
6. Archeological Investigation
7. Environmental Investigation
8. LEED Documentation

**BILLING** - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

**STANDARD OF CARE** – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

**OWNERSHIP OF DOCUMENTS** – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

**INDEMNIFICATION** – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

**ASSIGNMENT** – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

**GOVERNING LAW** – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**JURISDICTION** – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners  
P.O. Box 12337 Austin, TX 78711-2337  
(512) 305-9000 – Phone / (512) 305-8900 Fax

**TERMINATION** - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

**WAIVER OF SUBROGATION** – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

**DISPUTE RESOLUTION** - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas

**WAIVER OF CONSEQUENTIAL DAMAGES** – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

**COMPLETE AGREEMENT** – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



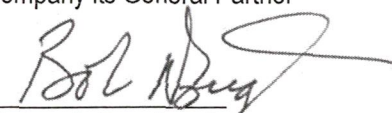
Sheila M. Condon FASLA  
President / Landscape Architect

**GCP LOAN SUBSIDIARY 1 LP, a Texas limited partnership**

By: CS Loan Sub 1 LLC,  
a Texas limited liability company its General Partner

By: Conroe CS Texas Holdings LP, a Delaware limited  
partnership, its Manager

By: Johnson Conroe CS GP LLC, a Texas limited  
liability company its General Partner

By:   
Robert B. Douglas, Jr.  
Vice President

**CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1**

By: \_\_\_\_\_

President, Board of Directors

# CLARK CONDON

July 17, 2019

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

phone 713.871.1414 fax 713.871.0888

CLARKCONDON.COM

Bob Douglas  
GCP Loan Subsidiary 1, L.P.  
11322 I-45 South  
Conroe, TX 77304

**Re: Grand Central Park Crescent Campus Entry**

Dear Bob,

We are pleased to provide this proposal for landscape architectural design associated with Grand Central Park in Conroe, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** – The Landscape Architect will be responsible for providing landscape architectural design and documentation services for the entry and streetscape for Crescent Campus at I-45 to Round-about (refer also to attachment). This will be accomplished by working closely with the Client and Design Team. The estimated construction budget for streetscape and monumentation, but not including art, is +/- \$1.2 million. Scope of work includes design and documentation for the following:

1. Main entry monument and related landscape at Crescent Campus and I-45.
2. Streetscape design from monument to Round-about.
3. Landscape, irrigation, signage, street light and landscape up-lighting.

**PRELIMINARY DESIGN** - The Landscape Architect and Design Team will prepare Preliminary Design drawings for the project. Drawings will indicate general concepts, spatial relationships, scale and form, responding to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Project management and coordination with Design Team to develop Preliminary Design concepts.
3. Organize and schedule meetings with Client and/or authorized representative to review design concepts.
4. Prepare a budgetary construction cost estimate based upon Preliminary Design.

**DESIGN DEVELOPMENT** – Design Development will be initiated after the Client's approval of the Preliminary Design. During this phase, we will refine the design and budgets for the project. Design Development drawings will depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

1. Project management and coordination with Design Team.
2. Select materials for all landscape architecture aspects, i.e. monumentation, walkways, walls, and plantings.
3. Organize and schedule Client meetings.
4. Prepare cost estimates based on Design Development drawings.
5. Irrigation concept and main line layout.
6. Present to the Client and Owner.
7. Prepare an outline specification.
8. Review and coordinate area drain locations and elevations.
9. Indicate landscape lighting fixture locations.
10. The Landscape Architect will be responsible for meeting ADA requirements.
11. Coordinate with architectural, mechanical, electrical, structural, and utility requirements.
12. Preliminary tree protection and removal plan and details.
13. Deliverables include site plans at 1" = 20' scale indicating all elements approved during Design Development.

**CONSTRUCTION DOCUMENTS** – The Construction Documents phase will be initiated after the Client's approval of the Design Development drawings. The Landscape Architect will prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Design Development. Services to be provided in this phase include:

1. Site plans at 1" = 20'-0" scale indicating all elements approved during Design Development.
2. Details for all improvements with specifications as required for proper construction, installation, or finishing of all landscape components.
3. Specifications in MasterSpec Format.
4. Layout plans dimensioning all proposed improvements.
5. Coordinate with civil engineer on grading and drainage.
6. Planting plans including all tree, shrub, vine, and groundcover selections for all locations.
7. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
8. Coordinate with electrical engineer on site lighting and fixture documentation.
9. Tree protection and removal plans, details, and mitigation calculations. Compliance with local tree ordinance and coordinate with forestry department for trees removed from the site as necessary.
10. Final construction cost estimate to include unit costs at current construction dollars.
11. Organize and schedule Client meetings.
12. Prepare project manual including contract documents and technical specifications.
13. Conduct project QA/QC review with Project Team.
14. Issue signed and sealed permit set.
15. Submit plans to TDLR for review.
16. Final Construction Documents in reproducible format and digital format, AutoCAD.

**BIDDING** – After completion and approval of the Construction Documents, the Landscape Architect will assist Client with putting the plans out for public and private bid. This scope assumes we will prepare two bid packages, one for private improvements and one for reimbursement improvements.

1. Distribution of bid documents.
2. Conduct a pre-bid conference.
3. Preparation of addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.

**CONSTRUCTION ADMINISTRATION** – The Landscape Architect will provide Construction Administration for the project. Services to be provided in this phase include:

1. Periodic site visits (approximately 10 visits). The Design Team will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.

5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Based on site visits, and the data comprising the pay application, the Landscape Architect will review and certify to the Owner that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
7. Review change orders for approval by the Client.

**FEE** - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Preliminary Design	\$20,000.00
Design Development	\$18,000.00
Construction Documents	\$54,000.00
Bidding/Pricing	\$6,000.00
Construction Administration*	<u>\$15,000.00</u>
<b>TOTAL</b>	<b>\$113,000.00</b>

<u>Supplemental Services</u>	
MEP Engineering	\$12,000.00
Structural Engineering	\$8,000.00

\*Construction Administration services will be billed hourly to a maximum.

**REIMBURSABLE EXPENSES** - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, permit and review fees, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses will be billed at cost plus 15%.

**ADDITIONAL SERVICES** – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal will be submitted to the owner for approval prior to the start of any out of scope work.

**HOURLY RATES**

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates will be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

**EXCLUSIONS TO THE CONTRACT**

1. Topographic and boundary surveys
2. Existing site engineering and utility base information
3. Soil engineering, geotechnical consultant services or related testing
4. Civil engineering
5. Fountain Design and/or Consultant

6. Archeological Investigation
7. Environmental Investigation
8. LEED Documentation

**BILLING** - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

**STANDARD OF CARE** – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

**OWNERSHIP OF DOCUMENTS** – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

**INDEMNIFICATION** – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

**ASSIGNMENT** – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

**GOVERNING LAW** – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**JURISDICTION** – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners  
P.O. Box 12337 Austin, TX 78711-2337  
(512) 305-9000 – Phone / (512) 305-8900 Fax

**TERMINATION** - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

**WAIVER OF SUBROGATION** – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

**DISPUTE RESOLUTION** - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas

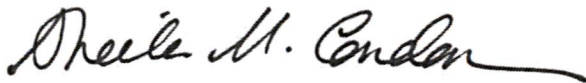
**WAIVER OF CONSEQUENTIAL DAMAGES** – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

**COMPLETE AGREEMENT** – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



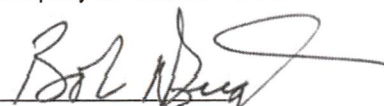
Sheila M. Condon FASLA  
President / Landscape Architect

**GCP LOAN SUBSIDIARY 1 LP, a Texas limited partnership**

By: CS Loan Sub 1 LLC,  
a Texas limited liability company its General Partner

By: Conroe CS Texas Holdings LP, a Delaware limited  
partnership, its Manager

By: Johnson Conroe CS GP LLC, a Texas limited  
liability company its General Partner

By:   
Robert B. Douglas, Jr.  
Vice President



Crescent Campus Entry  
6/4/19

CLARK CONDON

CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: \_\_\_\_\_

President, Board of Directors



### 2019 Texas Legislative Session Top Bills of Interest

#### SB 2 – Property Tax Reform

Classifies water districts into 3 categories:

District Type	Basis for Classification	Rollback Election Trigger	Tax Rate Result after Rollback Election
Low Tax Rate District  (or Special Taxing Unit)	O&M tax rate is less than \$0.025	MANDATORY  Proposed total tax on average homestead increases by more than 8%	Debt Service Tax Rate (if applicable)  + Contract Tax Rate (if applicable)  + O&M Tax Rate (equal to rate that yields 108% of O&M tax on average homestead in previous year)
Developed	95% of WSD has been financed	MANDATORY  Proposed total tax on average homestead increases by more than 3.5%  <i>**note: if a District is both Developed and Low Tax Rate, follow Low Tax Rate analysis</i>	Debt Service Tax Rate (if applicable)  + Contract Tax Rate (if applicable)  + O&M Tax Rate (equal to rate that yields 103.5% of O&M tax on average homestead in previous year)  + Unused Tax Increment (allows “banking” of unused 3.5% increase from previous 3 years)  <i>**note: special exceptions may apply if area is in an area with a disaster declaration during that year</i>
Other	All other	UPON PETITION  Proposed total tax on average homestead increases by more than 8%	Debt Service Tax Rate (if applicable)  + Contract Tax Rate (if applicable)  + O&M Tax Rate (equal to rate that yields 108% of O&M tax on average homestead in previous year)

#### Tax Rate Publications

- Prescribes form Notice of Public Hearing on proposed tax rate (before tax rate hearing).
- Requires Notice of Vote on Tax Rate (if mandatory or petition for election is triggered)

#### Annual Budget (Developed Districts only).

- Must also include as an appendix to the annual budget: (i) audited financial statements, (ii) Bond transcripts, and (iii) engineer’s reports (from bond election).

#### Transparency

- Requires access to a generally accessible website for information, including notice of tax hearings.
- Requires additional filings with Comptroller for biennial reporting.

## SB 239 – Water District Meetings

<b>Meeting Materials</b>	<ul style="list-style-type: none"> <li>• Only applies to MUDs, FWSDs, WCIDs, or WIDs with a population of 500 or more). <ul style="list-style-type: none"> <li>○ Does not apply to LIDs.</li> </ul> </li> <li>• District must make an audio recording of a tax rate hearing if requested at least 3 days prior. <ul style="list-style-type: none"> <li>○ A copy of the recording must be provided to requestor within 5 days after the hearing, and the recording must be kept for at least 1 year.</li> </ul> </li> <li>• Meeting minutes must be posted to the District’s website (if a website is kept).</li> </ul>
<b>In-District Meeting Location</b>	<ul style="list-style-type: none"> <li>• Requires additional notices for establishing out-of-District meeting locations.</li> <li>• Once 50 residents live in the District, 5 or more can petition to require in-District (or within 10 miles) meetings.</li> <li>• Certain exceptions can be made if a suitable location does not exist.</li> <li>• Creates a procedure for residents to request that TCEQ designate an in-District meeting place.</li> </ul>
<b>Website Changes</b>	<ul style="list-style-type: none"> <li>• TCEQ must add information to its website explaining the process for requesting that the TCEQ designate an in-District (or within 10 miles) meeting location. <ul style="list-style-type: none"> <li>○ District must link TCEQ website to its website with plain language on how a resident may petition to require in-District (or within 10 miles) meetings.</li> </ul> </li> </ul>
<b>Water Bill Changes</b>	<ul style="list-style-type: none"> <li>• If water or sewer service is provided, the following must be included on a bill: <ul style="list-style-type: none"> <li>○ “For more information about the District, including the District’s Board and Board meetings, please go to the Comptroller’s Special Purpose District Public Information Database or (district website, if applicable).”</li> </ul> </li> </ul>

## HB 2590 – Water District Clean Up

<b>City Consent</b>	Clarifies city consent requirements and timelines for legislatively created water districts.
<b>O&amp;M Tax Ballot Language</b>	Specifies ballot language that must be used in an O&M tax election.
<b>Fire Fighting Services</b>	Clarifies that districts serving non-residential customers can enter into contracts for fire-fighting services.
<b>Temporary (Initial) Directors</b>	Clarifies residency requirements for temporary directors appointed by the TCEQ.
<b>Conversion to a MUD</b>	Procedural modifications for districts wishing to convert to a MUD.
<b>MUD Road Powers</b>	Expands authority for MUD to construct and finance all public roads and allows MUDs to operate and maintain public roads.
<b>Contracts for Water &amp; Wastewater</b>	Allows MUDs to contract with retail public utilities for water or sewer service to serve customers in the District.
<b>MUD Defined Areas</b>	<ul style="list-style-type: none"> <li>• Reduces size of MUD that can establish “defined area” from 1,500 to 1,000 acres.</li> <li>• Clarifies procedures and notice requirements.</li> </ul>

### **HB 305 – Websites**

- For Districts that have websites and are authorized to levy taxes, must post
  - Contact information, including (i) mailing address, (ii) telephone #, and (iii) email address
  - List of Elected Officers.
  - Date and location of next election for officers. Requirements & deadline for filing for candidacy (must be continuously posted for at least 1 year before election day).
  - Agendas & Minutes.

### **SB 944 – Public Information – Temporary Custodians and AG Form**

- Provides that employees or officers (including former employees/officers) who transact official business are considered “temporary custodians” of public information to the extent it has not been transmitted to the governmental entity’s public information officer.
- Requires employee/officer to forward to governmental body or preserve in original form in a backup on personal device in accordance with records retention policy.
- Requires public information officer to make reasonable efforts to obtain public information from a temporary custodian.
- Clarifies that a temporary custodian cannot claim a personal or property right to public information created or received while acting in an official capacity.
- Clarifies manner in which request for information can be made and requires certain website postings if website forms are allowed to be used for information requests.

### **SB 2840 – Public Comments**

- Requires entity to allow public comments, but allows entity to establish rules.
- Must allow for time extension (at least 2x) if simultaneous translation equipment is not available for the benefit of a non-English speaker.
- Prohibits rules that disallow criticism of governing body/entity.

### **SB 1640 – Quorum Violations**

- Provides misdemeanor criminal penalty for individuals who knowingly participate in communications that would result in a “walking quorum” (reinstates law that was declared unconstitutionally vague by Texas Criminal Court of Appeals).

### **SB 494 – Public Information and Open Meetings During & After an Emergency**

- Sets forth procedures applicable to public meetings disclosure of public information in event of emergency, urgent public necessity, or catastrophic event.
- Extends meeting posting deadline to one hour before meeting; restricts discussion and action to only items related to emergency/urgent necessity.
- Allows gov’t body to suspend application of Open Meeting Act for 7 days during “catastrophe” – requires notice to be provided to Attorney General and public.
- Request for public information received during suspension period is considered received on first business day after suspension period ends.

### **HB 2202 – LID Directors**

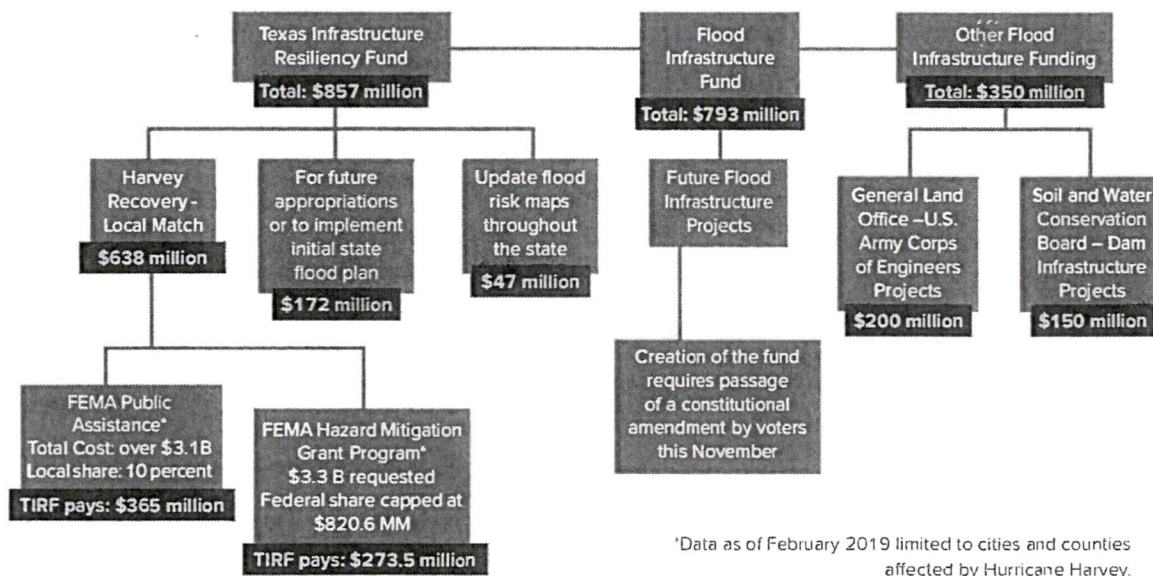
- Allows County to expand Board to 5 directors in districts with populations greater than 2,000.
- Increases threshold for election petition from greater of 100 electors or 10% of the total number of electors in the District.
- Removes requirement to name nominees in petition requesting director election.

## SB 7 and 8 – Harvey and Flood Protection

- Allocates money from “Rainy Day Fund” and mandates establishment of State Flood Plan.
- Creates Texas Infrastructure Resiliency Fund – “TIRF” (\$857 million).
- Creates Flood Infrastructure Fund – “FIF” (\$793 million), subject to voter approval.

### Flood Resilience: Senate Bill 7 Funding Accounts

Senate Bill 7 is the conduit for \$2 billion in flood recovery and resilience funding appropriated by the supplemental appropriations bill, Senate Bill 500. SB 7 creates two funds – the Texas Infrastructure Resiliency Fund (TIRF) and the Flood Infrastructure Fund (FIF) – administered by the Texas Water Development Board, to address both immediate recovery needs and future flood mitigation.



Graphic Source: Greater Houston Builders Association

<b>Disaster Recovery &amp; Resiliency</b>
SB 6 – emergency management, response, & recovery
HB 5 – debris management & disaster recovery
HB 6 – disaster relief & recovery
HB 7 – disaster preparation for state agendas & subdivisions
SB 285 – disaster preparedness & mitigation
SB 289 – disaster recovery housing
SB 339 & HB 3815 – disclosure notice for residential property re floodplains, floodways, or reservoir
SB 416 – post-disaster legal counsel by Attorney General to political subdivisions
SB 442 – disclosure regarding flood coverage under a commercial or residential property insurance policy
SB 443 – post-disaster residence homestead exemptions
SB 799 – business advisory council for disaster recovery
SB 812 – limit on appraised value of replacement improvements to a residence homestead after a disaster
HB 26 – notice of releases from state-regulated, gate-controlled dams
HB 492 & HJR 34 – post-disaster temporary tax exemption
HB 2320 – utility hardening; notices of utility bill payment assistance
HB 2325 – information and communication of governmental and other entities re disasters and HHS
HB 2340 – relates to emergency and disaster management, response, and recovery
HB 2345 – creation of the Institute for a Disaster Resilient Texas (A&M)
HB 2794 – reorganization of the Texas Department of Emergency Management

**Misc. Other Bills of Interest**

<b>Water Districts</b>	
SB 911	TCEQ Oversight of Districts
SB 2245	Enforcement of County Traffic Regulations on District-Owned Road
HB 304	Municipal Management Districts (clean-up)
HB 2018	Municipal Management Districts (annexation and exclusion)
HB 2365	Districts Created by Special Legislation
HB 2914	District Dissolution

<b>Transparency and Open Government</b>	
SB 943	Public Information – Contracting Information
HB 81	Disclosure of Event Costs
HB 3001	Comptroller Database for Special Purpose Districts (procedural changes)

<b>Bonds and Bond Elections</b>	
SB 30	Bond Elections (ballot language requirements)
HB 440	Bonds Elections (procedural and notice changes)
HB 477	Bond Elections (procedural and notice changes, including Voter Information Document)

<b>Elections</b>	
HB 933	website posting of election information
HB 1048	use of county early voting polling places by a political subdivision
HB 1850	requirement to make certain voter information available

<b>Contracting and Procurement</b>	
SB 65	Lobbying Contract Disclosure
SB 793	Contract Provisions – BDS (prohibition on contracting with entities that boycott Israel)
HB 1495	Lobbying (Montgomery County)
HB 2263	GLO Electricity Contracts
HB 2706	Public Funds Investment Act (minor modifications)
HB 2826	Contingent Fee Legal Contracts

<b>Cities and Counties</b>	
SB 1303	ETJ Expansion
HB 347	Municipal Annexation
HB 1174	County Assistance Districts (dissolution)
HB 4257	Municipal Annexation – Water Rates

<b>Construction</b>	
HB 1059	Green Stormwater Infrastructure (Low Impact Development)
HB 1999	Construction Claims (defects in public buildings)

<b>Property Taxes</b>	
SB 911	SB 1856 – Tax Refunds
SB 2245	HB 1883 – deferred payment for military personnel
HB 304	HB 1885 – waiver of penalties & interest for mortgagee error
HB 2018	HB 2441 – disabled & over-65 exemptions

# Kimley»»Horn

July 31, 2019

Mr. Robert B. Douglas, Jr.  
GCP Loan Subsidiary 1, L.P.  
101 Elk Trace Parkway  
Montgomery, Texas 77316

**RE: *Conroe Municipal Management District No. 1 Venting Control Design and Site Design  
Progress Estimate No. 3***

Dear Mr. Douglas,

Enclosed for your approval is Progress Estimate No. 3 for the referenced project as submitted by R&B Group, Inc.

We have reviewed this estimate with our project representative, and the quantities are in accordance with the work performed. Therefore, we recommend payment in the amount of \$37,395.00.

Please call me at 281-619-8460 if you have any questions regarding this estimate.

Sincerely,



Lance McLeod, P.E., PMP  
Project Manager



Steven Freeman, P.E.  
Project Manager

ENCLOSURE

R+B Group, Inc.  
 1213 N. Durham  
 Houston, Texas 77008

**LETTER OF TRANSMITTAL**

Office: 713-862-5800  
 Fax: 713-862-5807

Date:	July 25, 2019	450
Re:	Conroe Municipal Management District No. 1	
	Venting Control Unit and Site Design	

TO: Kimley-Horn  
 11700 Katy Freeway Ste 800  
 Houston TX 77079

Attn: Mr. Michael Moriarty, P.E.

**Attached is:**

Shop Drawings   
  Prints   
  Plans   
  Specifications  
 Copy of letter   
 Change order   
 Other

Copies	Submittal No.	GC Ref. No.	Description
1PDF	450-03	450-03	Invoice Number 3

THESE ARE TRANSMITTED as checked below:

For approval   
  Approved as submitted   
  Resubmit \_\_\_ copies for approval  
 For use   
 Approved as noted   
 Submit \_\_\_ copies for distribution  
 As requested   
 Returned for corrections   
 Return \_\_\_ corrected prints  
 For review and comment   
 Other \_\_\_\_\_

REMARKS:

cc: Job File

SIGNED:   
 T. Michael Haralson



R+B Group, Inc  
1213 North Durham Dr  
Houston, TX 77008-6522

(713) 862-5800

This submittal is certified to  
be in conformance with  
contract documents unless  
noted herein

By: Brian D. Morrison

Date: 7/25/2019

Submittal No: 450-03

GC Ref No: 450-03

Spec Section: \_\_\_\_\_



DATE: July 30, 2019

Conroe Municipal Management District No. 1  
c/o Kimley-Horn  
11700 Katy Freeway Suite 800  
Houston, Texas 77079

R + B Invoice No.: 8034

R & B Group, Inc Job No. 450

ATTN: Mr. Micael Moriarty, P.E.

Conroe Municipal Management District No. 1  
Venting Controll Unit and Site Design

MONTHLY STATEMENT NO. THREE  
FOR PERIOD:

July 1 to July 30, 2019

This estimate of work completed and materials supplied in this accounting period has been used to calculate the current amount due the Contractor as a progress payment.

CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT	\$	<u>721,544.00</u>
Change Orders:	No. ONE	<u>\$0.00</u>	
	No. TWO	<u>\$0.00</u>	
	No. THREE	<u>\$0.00</u>	
	CURRENT CONTRACT AMOUNT		<u>\$721,544.00</u>

BID ITEM	DESCRIPTION	CONTRACT				PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE	
		QTY	UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
<b>BASE BID ITEMS</b>											
<b>1</b>	<b>Clearing and Grubbing, Site Prep, Offloading and Installation of Anua Equipment</b>										
1.01	Bonds and Insurance	1	LS	\$10,000.00	\$10,000.00	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
1.02	Mobilization	1	LS	\$20,000.00	\$20,000.00	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00
1.03	Demobilization	1	LS	\$4,000.00	\$4,000.00	0	\$ -	0	\$ -	0	\$ -
1.04	O & M Manuals	1	LS	\$1,000.00	\$1,000.00	0	\$ -	0	\$ -	0	\$ -
1.05	As Built Drawings	1	LS	\$1,000.00	\$1,000.00	0	\$ -	0	\$ -	0	\$ -
1.06	Stabilized Construction Access	1	LS	\$1,000.00	\$1,000.00	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
1.07	SWPPP Plan and Implementation	1	LS	\$5,000.00	\$5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
1.08	Site Preparation	1	LS	\$10,000.00	\$10,000.00	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
1.09	Excavation and Select Fill	1	LS	\$100,000.00	\$100,000.00	1	\$ 100,000.00	0	\$ -	1	\$ 100,000.00
1.10	Installation of Precast Sumps	1	LS	\$1,000.00	\$1,000.00	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
1.11	Offloading of ANUA Equipment	1	LS	\$20,000.00	\$20,000.00	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00
1.12	Installation of Filter Media	1	LS	\$20,000.00	\$20,000.00	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00
1.13	Installation of Concrete Fan Pedestals	1	LS	\$5,000.00	\$5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
1.14	Installation of Fans	1	LS	\$2,000.00	\$2,000.00		\$ -		\$ -	0	\$ -
1.15	Installation of Sump Pumps	1	LS	\$1,000.00	\$1,000.00		\$ -		\$ -	0	\$ -
1.16	Misc Piping	1	LS	\$6,000.00	\$6,000.00		\$ -		\$ -	0	\$ -
1.17	Final Site Grading	1	LS	\$10,000.00	\$10,000.00		\$ -		\$ -	0	\$ -
1.18	Hydromulch Seeding	1	LS	\$5,000.00	\$5,000.00		\$ -		\$ -	0	\$ -
<b>2</b>	<b>Concrete Driveway</b>	930	SY	\$75.00	\$69,750.00		\$ -		\$ -	0	\$ -
<b>3</b>	<b>4" Concrete Path</b>	34	SY	\$40.00	\$1,360.00		\$ -		\$ -	0	\$ -
<b>4</b>	<b>Concrete Slab</b>	1475	SF	\$50.00	\$73,750.00	1475	\$ 73,750.00	0	\$ -	1475	\$ 73,750.00
<b>5</b>	<b>4" PVC Wastewater Piping</b>	204	LF	\$10.00	\$2,040.00	204	\$ 2,040.00	0	\$ -	204	\$ 2,040.00
<b>6</b>	<b>4" PVC P Trap</b>	2	EA	\$100.00	\$200.00	2	\$ 200.00	0	\$ -	2	\$ 200.00
<b>7</b>	<b>4" x 4" PVC Tee</b>	1	EA	\$100.00	\$100.00	1	\$ 100.00	0	\$ -	1	\$ 100.00
<b>8</b>	<b>4" PVC 90 Degree Dual Sweep Cleanout</b>	1	EA	\$200.00	\$200.00	1	\$ 200.00	0	\$ -	1	\$ 200.00
<b>9</b>	<b>30" FRP Air Duct Piping</b>	132	LF	\$100.00	\$13,200.00		\$ -		\$ -	0	\$ -
<b>10</b>	<b>30" x 30" FRP Tee</b>	1	EA	\$1,200.00	\$1,200.00		\$ -		\$ -	0	\$ -
<b>11</b>	<b>30" FRP 90 Degree Fitting</b>	4	EA	\$1,500.00	\$6,000.00		\$ -		\$ -	0	\$ -
<b>12</b>	<b>30" Bubble Tight Isolation Damper</b>	2	EA	\$8,000.00	\$16,000.00		\$ -		\$ -	0	\$ -
<b>13</b>	<b>Trench Safety</b>	564	LF	\$1.00	\$564.00		\$ -		\$ -	0	\$ -
<b>14</b>	<b>Connect to Existing FRP Manhole</b>	1	EA	\$1,000.00	\$1,000.00		\$ -		\$ -	0	\$ -
<b>15</b>	<b>Water Meter</b>	1	LS	\$1,000.00	\$1,000.00	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
<b>16</b>	<b>2" PVC Water Pipe</b>	248	LF	\$20.00	\$4,960.00	248	\$ 4,960.00	0	\$ -	248	\$ 4,960.00
<b>17</b>	<b>2" x 2" PVC Tee</b>	1	EA	\$20.00	\$20.00	1	\$ 20.00	0	\$ -	1	\$ 20.00
<b>18</b>	<b>2" RPZ Backflow Preventer</b>	1	LS	\$2,500.00	\$2,500.00	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00
<b>19</b>	<b>2" Water Service Connection W/ Lead</b>	1	LS	\$2,500.00	\$2,500.00	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00
<b>20</b>	<b>Removable Bollards</b>	14	EA	\$300.00	\$4,200.00		\$ -		\$ -	0	\$ -
<b>TOTAL BASE UNIT PRICES</b>					<b>\$422,544.00</b>		<b>\$ 279,270.00</b>		<b>\$ -</b>		<b>\$ 279,270.00</b>

BID ITEM	DESCRIPTION	CONTRACT			PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE		
		QTY	UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
	Previous Page Totals				\$422,544.00		\$ 279,270.00		\$ -		\$ 279,270.00
<b>21</b>	<b>Electical and Lighting System</b>										
21.01	Install Service Entrance	1	LS	\$1,000.00	\$1,000.00	\$ -	0.9 \$ 900.00	0.9	\$ 900.00	0.9	\$ 900.00
21.02	Install Switch Gear	1	LS	\$30,000.00	\$30,000.00	\$ -	0.9 \$ 27,000.00	0.9	\$ 27,000.00	0.9	\$ 27,000.00
21.03	Install Control Panels	1	LS	\$1,000.00	\$1,000.00	\$ -	0.9 \$ 900.00	0.9	\$ 900.00	0.9	\$ 900.00
21.04	Install Motors/ Pumps	1	LS	\$1,000.00	\$1,000.00	\$ -	\$ -	0	\$ -	0	\$ -
21.05	Install Sight Lighting	1	LS	\$6,000.00	\$6,000.00	\$ -	0.25 \$ 1,500.00	0.25	\$ 1,500.00	0.25	\$ 1,500.00
21.06	Rough In Filter Slab	1	LS	\$12,000.00	\$12,000.00	1 \$ 12,000.00	0 \$ -	1	\$ 12,000.00	1	\$ 12,000.00
E: June 2	Rough In Transformer Slab	1	LS	\$10,000.00	\$10,000.00	\$ -	1 \$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
21.08	Underground Conduit	1	LS	\$12,000.00	\$12,000.00	1 \$ 12,000.00	0 \$ -	1	\$ 12,000.00	1	\$ 12,000.00
21.09	Wire in URD	1	LS	\$10,000.00	\$10,000.00	\$ -	\$ -	0	\$ -	0	\$ -
21.10	Exposed Outdoor Conduit	1	LS	\$10,000.00	\$10,000.00	\$ -	\$ -	0	\$ -	0	\$ -
21.12	Wire in Exposed Outdoor Conduit	1	LS	\$2,000.00	\$2,000.00	\$ -	\$ -	0	\$ -	0	\$ -
21.13	Grounding	1	LS	\$5,000.00	\$5,000.00	\$ -	0.25 \$ 1,250.00	0.25	\$ 1,250.00	0.25	\$ 1,250.00
<b>22</b>	<b>Electric Service Allowance</b>	1	AL	\$20,000.00	\$20,000.00	\$ -	\$ -	0	\$ -	0	\$ -
<b>23</b>	<b>Natural Gas Service Allowance</b>	1	AL	\$15,000.00	\$15,000.00	\$ -	\$ -	0	\$ -	0	\$ -
<b>24</b>	<b>Entergy Construction Allowance And Gate</b>	1	AL	\$20,000.00	\$20,000.00	\$ -	\$ -	0	\$ -	0	\$ -
<b>25</b>	<b>10' Black Vinyl Coated Chain Link Fence and Gate</b>	1	LS	\$36,000.00	\$36,000.00	\$ -	\$ -	0	\$ -	0	\$ -
<b>TOTAL BASE UNIT PRICES</b>					<b>\$613,544.00</b>	<b>\$ 303,270.00</b>	<b>\$ 41,550.00</b>	<b>\$ 344,820.00</b>			

BID ITEM	DESCRIPTION	QTY	CONTRACT			PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE	
			UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
	Previous Page Totals				\$613,544.00		\$ 303,270.00		\$ 41,550.00		\$ 344,820.00
	<b><u>Alternate Number 1 Items</u></b>										
<b>A1</b>	<b>Generator and Appurtenances</b>										
A1.01	Form Generator Slab	1	LS	\$2,000.00	\$2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00
A1.02	Rough In Generator Slab	1	LS	\$2,000.00	\$2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00
A1.03	Pour Generator Slab	1	LS	\$2,000.00	\$2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00
A1.04	Provide and Install Generator	1	LS	\$100,000.00	\$100,000.00	0	\$ -	0	\$ -	0	\$ -
A1.05	Connect Generator	1	LS	\$2,000.00	\$2,000.00	0	\$ -	0	\$ -	0	\$ -
	<b>TOTAL ALTERNATE BID ITEMS</b>			\$108,000.00	\$108,000.00		\$ 6,000.00		\$ -		\$ 6,000.00
	<b>BASE BID + ALTERNATE BID</b>				\$721,544.00		\$309,270.00		\$41,550.00		\$350,820.00

R & B GROUP, INC.

DATE: July 30, 2019

Conroe Municipal Management Distric MONTHLY STATEMENT NO. THREE

Work to date (Total from proceeding section) \$350,820.00

CHANGE ORDERS:

<u>No.</u>	<u>% Complete</u>	<u>\$0.00</u>
<u>No.</u>	<u>% Complete</u>	<u>\$0.00</u>
<u>No.</u>	<u>% Complete</u>	<u>\$0.00</u>

NET CHANGE ORDERS TO DATE \$0.00

AMOUNT DUE DATE: June 20, 2019 \$ 350,820.00

LESS 10% RETAINAGE \$35,082.00

SUBTOTAL \$315,738.00

\$0.00

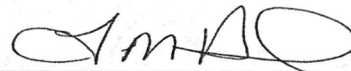
TOTAL AMOUNT DUE TO DATE \$315,738.00

LESS PREVIOUS INVOICES \$278,343.00

AMOUNT DUE THIS PAYMENT \$37,395.00

I certify that work performed during this period was performed substantially in accordance with the Contract Documents.

R & B GROUP, INC.



T. Michael Haralson Vice President

This estimate of construction progress is based on records and information furnished by the Contractor and on my observation. Payment is recommended.

Approved By: \_\_\_\_\_

**CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT**

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Mr. T. Michael Haralson the Vice President of R & B Group, Inc. ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 7th day of March, 2019 by and between CONTRACTOR and Conroe Municipal Management District No.1, for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

**"Construction of Grand Central Park Venting Control Facility Site Design "**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with CONTRACTOR's Application for Partial Payment No. 3, dated July 30, 2019 (the "Application Date"), represents the actual cost of sound materials that have been or will be fabricated into the Work in compliance with the agreed to plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims for materials supplied in connection with the aforesaid Partial Payment, and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

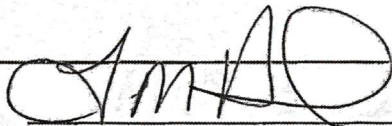
CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.

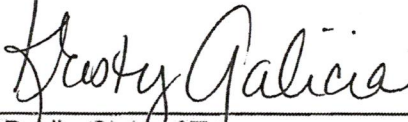
CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

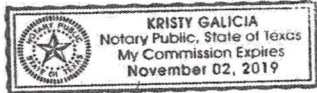
Executed this 30th day of July, 2019.

By:   
Name T. Michael Haralson  
Printed:  
Title: Vice President

STATE OF TEXAS §  
COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 30th day of July, 2019, to certify which, witness my hand and seal of office.

  
Notary Public, State of Texas  
Notary's Name Printed:



Kristy Galicia  
My commission expires: 11/2/2019



FORM I: CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

\*\*\*\*\*

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Venting Control Facility and Site Design

Job No. 067801100

On receipt by the signer of this document of a check from GCP Loan Subsidiary 1, LP (maker of check) in the sum of \$ 37,395.00 payable to R&B Group, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Conroe Municipal Management District No. 1 (owner) located at Montgomery County, Texas (location) to the following extent: Venting Control Facility and Site Design (job description).

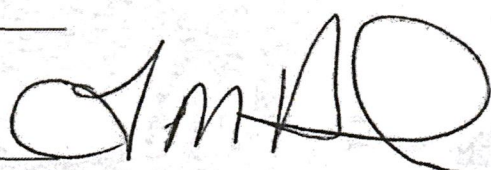
This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to CMMD No. 1 (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The Signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

R&B Group, Inc.  
(Company Name)

By: T. Michael Haralson  
(Signature)



Title: Vice President

Date: 7/31/19