NOTICE OF REGULAR & JOINT MEETING OF CONROE CITY COUNCIL AND CONROE LOCAL GOVERNMENT CORPORATION
WORK SESSION
CITY HALL COUNCIL CHAMBERS - 300 WEST DAVIS ST. CONROE TX

CONVENES: WEDNESDAY, NOVEMBER 8, 2023 - 2:00 P.M. - RECESS
RECONVENES: THURSDAY, NOVEMBER 9, 2023 - 9:30 A.M.

VIDEO CONFERENCE PARTICIPATION ALLOWED:

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

EXECUTIVE SESSION

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

CALL TO ORDER

CALL OF ROLL

CITIZEN INQUIRIES -- NOT TO EXCEED 30 MINUTES

Citizen inquiries are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.

WORK SESSION

CONVENE MEETING OF THE CITY COUNCIL OF CONROE, TEXAS AND THE CONROE LOCAL GOVERNMENT CORPORATION (CLGC).
MEETING AGENDA

1. Discuss FY 23-24 Hyatt Regency Conroe Hotel & Convention Center Operating Budget.
   C. Boothe

2. Vendor: DPR Construction
   C. Boothe

ADJOURN CLGC MEETING, RESUME CITY COUNCIL MEETING

3. Discuss purchase in excess of $50,000 for stop loss insurance.
   A. Houser

4. Discuss the bids for Water Plant No. 30 - Moran Ranch.
   C. Bogert

5. Discuss Payment to UD#3 & UD#4.
   N. McGuire

6. Conduct a Public Hearing for two 2023 Direct Annexation Parcel of Land known as: Parcel 2023-04, FM 2854 Development, approximately 64.66 acres; located North of FM 2854 Rd., East of Woodmark Subdivision, and West of N Loop 336 W.; and 2023-05 MacKenzie Creek Section 5, approximately 19.98 Acres, located North of Creighton Rd., East of S Loop 336 E and West of FM 3083 Rd.
   N. Mikeska

7. Discussion and approval of an Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023A; Awarding the Sale Thereof; and Containing Matters Incident Thereto.
   C. Boothe

8. Discussion and approval of an Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023B; Awarding the Sale Thereof; and Containing Matters Incident Thereto.
   C. Boothe

9. Discuss the FY 22-23 4th Quarter Investment Report.
   C. Boothe

10. Discuss a Resolution consenting to MUD No. 138's request to sell bonds with a maturity scheduled duration of 25.5 years.
    M. Garner

Recess Open Meeting in order to conduct Closed Executive Session for consultation with attorney to receive legal advice concerning the following threatened, contemplated or pending claims and litigation, and to deliberate other matters as authorized by Texas Government Code Chapter 551.071, 551.072, and 551.074 relating to:

11. *SJRA GRP Contract litigation (Sec.551.071).
    *QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
    *Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071).
    *Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
    *Personnel Matters: to include City Auditor annual evaluation. (Sec.551.074).
    Mayor Czajkoski

Reconvene Open Meeting

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

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

RECESS

Meeting Date: 11/08/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Collin Boothe, Asst. City Administrator and Director of Finance

Workshop

Item Type: Presentation

C. Boothe

Joint Meeting: CLGC

Description

Discuss FY 23-24 Hyatt Regency Conroe Hotel & Convention Center Operating Budget.

Summary / Recommendation

The purpose of this agenda item is to consider the operating budget for the hotel and convention center as proposed budget by Hyatt Corporation. The budget request also includes reimbursable expenses, professional services expenses, and property insurance. Staff recommends approval.

Fiscal Impact

Expenditure Amount:	$11,873,819
Revenue Amount:	$10,059,476
Account Number:	Fund 700
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS

Financial Review Notes:

Fund 700 is the CLGC Operating. A new fund will be created to account for the Hotel Operations.

Attachments

Hyatt Hotel-CC Budget Presentation
FY24 Hotel-CC Operating Budget
Projected Net Ending Fund Balance



EXECUTIVE STRATEGY AND VISION

Hyatt Regency Conroe

FY 2024 Budget & Business / Marketing Plan

10/11/2023

Executive Strategy and Vision

Hyatt Regency Conroe officially opened on May 25, 2023. The hotel's location offers easy access to downtown Conroe, The Woodlands, Bush Intercontinental Airport (IAH), and downtown Houston. As the first non-resort, full-service hotel in the city, Hyatt Regency Conroe offers an upgraded option for business and leisure travelers to Conroe and The Woodlands and will be supported by the continued growth of the City.

Hyatt Regency Conroe is thoughtfully designed to promote connections by offering options for all travelers. We have hosted large and small meetings, local tradeshows with over 1000 attendees, and business travelers with specific needs in Conroe. Locals and neighbors have connected over cocktails at Avenue A as they enjoy serene views of tall pines through floor to ceiling windows. Families trying to beat the heat of a Texas summer have enjoyed our pool and outdoor social patio.

We continue to deploy marketing efforts that will raise awareness for the hotel and promote our Grand Opening offer in an effort to attract travelers to the area. Our strategies are guided by our goal of building a loyal base of business in the market and offering a “retreat from the city”. We look forward to creating a solid foundation for future success.



MARKET OVERVIEW

Market Overview

Conroe's continued population growth and the strategic initiatives of the Conroe Economic Development Council have created a need for business travel and provided Hyatt Regency Conroe with opportunities to capture leisure guests. This will be key to creating and maintaining a sustained base of business for the hotel. We are currently targeting neighbors, locals and area businesses through digital marketing, print ads, local partnerships, and participation in community events.

We are located at the entrance to Grand Central Park, a master-planned community on the south side of the city. We are primed to capitalize on the continued development of residential homes and commercial businesses in the area immediately surrounding the hotel. The Sam Houston State College of Osteopathic Medicine is building a 1,000 space parking garage that is intended to support the addition of a second campus adjacent to the hotel. The business park across the street from the hotel continues to grow and currently offers 4 independent restaurants, a virtual golf entertainment center, and first-class nail salon within walking distance of the hotel.

We continue to market to group business and local events, as this will be key to maintaining profitability and raising our profile in the area. Our 30,000 square foot convention center has attracted numerous social and sports events, including national dance groups, local vendor fairs and regional trade shows. We have realized modest success with corporate groups that need ample space to host their events. We are an attractive option to clients that have frequented The Woodlands hotels and are looking for larger meeting space, flexible contractual terms, and a peaceful retreat from the city. Conroe's central location makes it easily accessible for leisure and business travelers and is a strategic center for manufacturing and distribution companies.



GROUP & EVENTS BUSINESS STRATEGIES

Group Sales and Event Sales – Key Targets and Sales Tools

We have targeted and received interest from several corporate groups, as well as social and hobby groups. We continue to have success with associations and social business due to our meeting space to guest room ratio and available food and beverage outlets.

Corporate Targets	Non-Corporate Targets	Sales Tools
• **Health Services** • **Oil & Gas** • **Manufacturing** • **Insurance** • **Pharmaceutical**	• **Education** • **Association** • **Sports** • **Dance Groups** • **Vendor Shows**	• **Envision Sales** - Proprietary account management system • **CVENT** – Provides visibility on the most widely used sourcing platform for group business. • **Knowland** – Reader board search tool used to research history of accounts in the competitive set • **Intelligence Report -** Shops calls of hotels in the competitive set

Target Market Segments – Business Transient

Assigned a dedicated Business Travel Manager to focus on building a base of business travelers with specific intent to travel to Conroe and the surrounding areas such as Huntsville, New Waverly and The Woodlands. The Business Travel Manager is responsible for coordinating site tours, meeting clients on and off property, and utilize Hyatt Sales Force to identify contacts in the area.

National Accounts

- We are active and visible with national Hyatt accounts using their national discount rate code.

Regional Accounts

- Targeting local accounts in Conroe, The Woodlands and surrounding cities in Montgomery County to secure commitments and create static rates for business travelers.

Travel Consortias

- We are advertising with these agencies to ensure premium placement on their platforms.

Local Awareness

- Participation in large annual events, including Conroe's KidzFest, Summer Concert Series, Montgomery County Fair, Cajun Catfish Festival, and Texas Renaissance Festival.



MARKETING INITIATIVES

Marketing – Print, Digital and Local Campaigns

We will continue to raise awareness for the hotel's opening through strategic partnerships with newspapers, radio, trade magazines and local sponsorships to generate demand for group, local and leisure business.















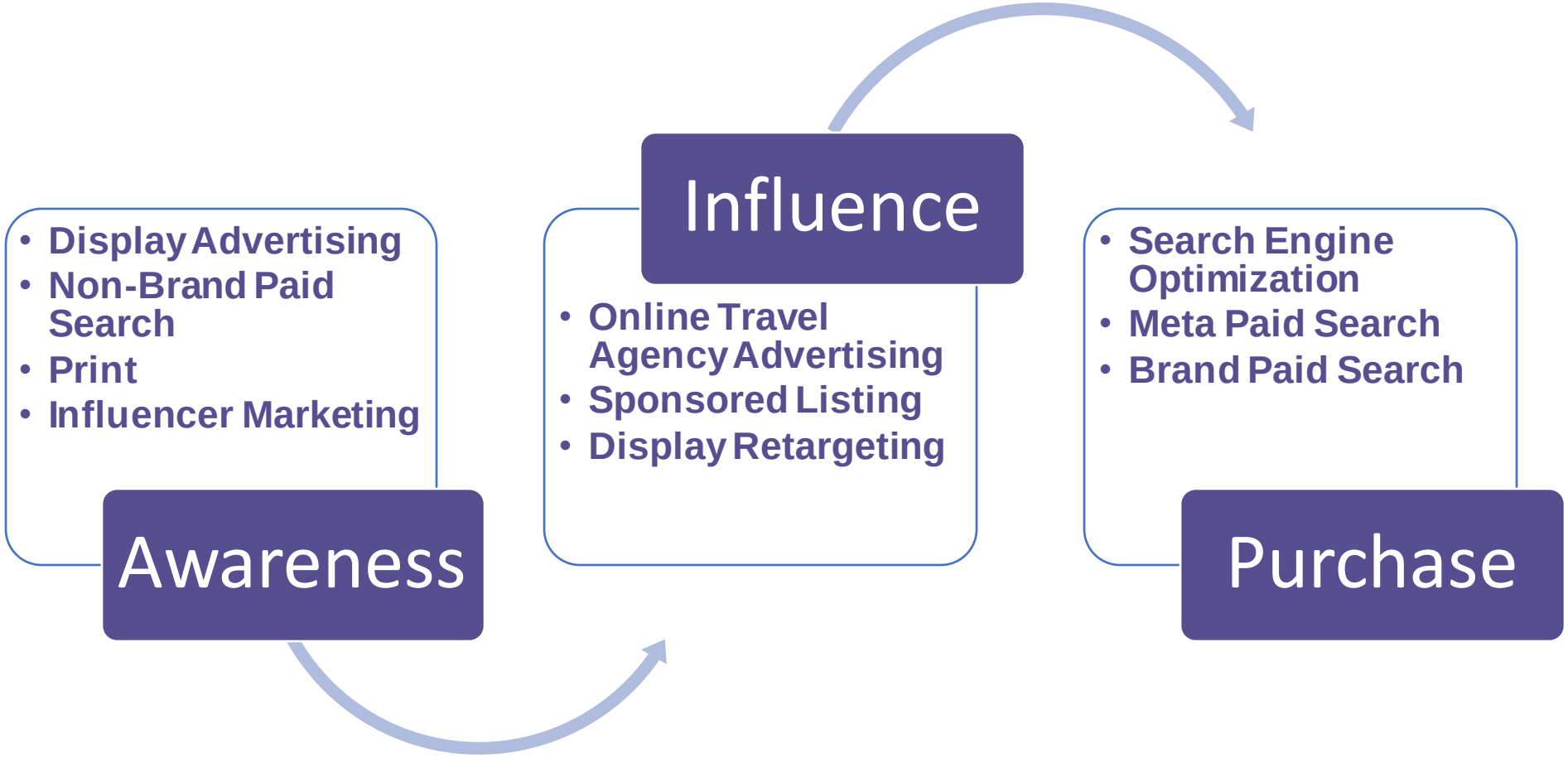








Marketing Strategy - Upper, Mid and Lower Funnel





2024 FISCAL YEAR OPERATING BUDGET

Fiscal Year 2024 Revised Operating Budget

($ in 000's)	FY2024 Proposed Budget
Occupancy	44.1%
Average Rate	$ 162.89
RevPAR	$ 71.85
Rooms Revenue	$ 6,575
F&B Revenue	$ 3,406
Total Revenue	$ 10,059
Operating Expenses	$ 10,942
GOP	$ (882)
GOP %	-8.8%
NOI & Expenses	$ 722
EBITDA	$ (1,604)



HYATT REGENCY®

CONROE

Hyatt Regency Conroe Hotel & Convention Center
Fiscal Year 2024 Operating Budget

		Revised FY2024 Budget	
OPERATING REVENUES			
Operating Revenue	$	10,059,476	
Other	$	-	
Total Operating Revenues	**$**	**10,059,476**	
OPERATING EXPENSES			
Hotel & Convention Center	$	11,663,683	
Other Expenses - GPP Reimbursable Expenses	$	35,136	
Other Expenses - Professional Services	$	175,000	
Other Expenses - Property Insurance (E-1)	$	-	*Note: Budgeted as an operating expense above.*
Other Expenses	$	-	
Total Operating Expenses	**$**	**11,873,819**	
Operating Income (Loss)	**$**	**(1,814,343)**	
DEBT SERVICE - HOTEL REVENUE BONDS			
Conroe LGC 2021A First Lien	$	1,084,100	
Conroe LGC 2021B 2nd Lien	$	1,285,700	
Conroe LGC 2021C 3rd Lien	$	903,600	
TOTAL DEBT SERVICE	**$**	**3,273,400**	
Income (Loss) Before Contributions and Transfers	**$**	**(5,087,743)**	

Conroe Local Government Corporation
Projection of Net Ending Fund Balance - Fund 700

			Projected Net Ending Fund Balance	
Beginning Balance		**$**	**5,133,624**	*Cash contribution from the General Fund*
Actual	**May 2023**	$	4,019,584	
Actual	**Jun 2023**	$	3,153,052	
Actual	**Jul 2023**	$	3,167,148	
Actual	**Aug 2023**	$	3,171,275	
Actual	**Sep 2023**	$	3,045,744	
Projected	**Oct 2023**	$	1,939,448	
Projected	**Nov 2023**	$	1,651,064	
Projected	**Dec 2023**	$	1,362,667	
Projected	**Jan 2024**	$	864,786	
Projected	**Feb 2024**	$	861,272	
Projected	**Mar 2024**	$	765,845	
Projected	**Apr 2024**	$	75,705	
Projected	**May 2024**	$	29,347	
Projected	**Jun 2024**	$	(5,162)	
Projected	**Jul 2024**	$	(143,687)	
Projected	**Aug 2024**	$	(233,269)	
Projected	**Sep 2024**	$	(540,744)	

Notes:

1. Projections based on figures from Hyatt and other Owner expenses.
2. Projections will change based on actual results.
3. Does not include Debt Service Payments

Meeting Date: 11/08/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Other

C. Boothe

Joint Meeting: CLGC

Description
Vendor: DPR Construction

Summary / Recommendation
Pay App 24 - DPRB014685 - September 2023

Fiscal Impact

Expenditure Amount:	$246,434.00
Revenue Amount:	
Account Number:	609-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

DPR Pay App

Purchase Order Invoice Tabulation
FY 22-23

VENDOR INFO: DPR Construction
3200 Southwest Frwy, Suite 1550
Houston, Texas 77027

COUNCIL APPROVAL: 5/26/2021

PROJECT/DESCRIPTION: **Hotel/CC Construction ("A" is Hotel "B" is City)**

PURCHASE ORDER NUMBER: 23-00436

RETAINAGE: **5%**

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
February 17 - A	$ 1,845,650	$ -	$ 92,282	$ 1,753,368	$ -
February 17 - B	$ 790,993	$ -	$ 39,550	$ 751,443	$ -
March 18 - A	$ 2,117,928	$ -	$ (133,272)	$ 2,251,200	$ -
March 18 - B	$ 907,683	$ -	$ (57,117)	$ 964,800	$ -
April 19 - A	$ 1,556,122	$ -	$ 58,197	$ 1,497,926	$ -
April 19 - B	$ 666,910	$ -	$ 24,941	$ 641,968	$ -
May 20 - A	$ 979,365	$ -	$ (142,496)	$ 1,121,861	$ -
May 20 - B	$ 419,728	$ -	$ (61,070)	$ 480,798	$ -
June 21 - A	$ 248,306	$ -	$ (232,741)	$ 481,047	$ -
June 21 - B	$ 106,417	$ -	$ (99,746)	$ 206,163	$ -
July 22 - A	$ 304,934	$ -	$ (1,026,888)	$ 1,331,822	$ -
July 22 - B	$ 130,686	$ -	$ (440,095)	$ 570,781	$ -
August 23 - A	$ -	$ -	$ (723,947)	$ 723,947	$ -
August 23 - B	$ -	$ -	$ (310,263)	$ 310,263	$ -
September 24 - A	$ -	$ -	$ (246,434)	$ 246,434	$ 246,434.00
September 24 - B	$ -	$ -	$ (105,614)	$ 105,614	$ 105,614.00
Total -A Trust portion	$ 59,780,161	$ -	$ 299,951	$ 59,480,211	
Total-B City portion	$ 25,620,099	$ -	$ 128,551	$ 25,491,548	
Total Spent:				$ 84,971,758	**$ 352,048.00**

Original Contract:	$ 2,975,131
Amended Contract:	$ 82,446,083
Adjusted Contract:	$ 85,421,214
Total Paid on Contract	$ 84,971,758
Remaining Contract Balance	**$ 449,456**

Percentage of Contract Paid: 99%

Percentage of Contract Time (Substantial Completion): 78%

Cassie Smith
Assistant Director of Finance

Assistant City Administrator/Director of Finance

Purchase Order Invoice Tabulation
FY 22-23

VENDOR INFO: DPR Construction
3200 Southwest Frwy, Suite 1550
Houston, Texas 77027

COUNCIL APPROVAL: 5/26/2021

PROJECT/DESCRIPTION: **Hotel/CC Construction ("A" is Hotel "B" is City)**

PURCHASE ORDER NUMBER: 23-00436

RETAINAGE: **5%**

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
Pre-Construction-A	$ 1,975,396	$ -	$ -	$ 1,975,396	$ -
Pre-Construction-B	$ 846,629	$ -	$ -	$ 846,629	$ -
Oct App 1 -A	$ 371,097	$ -	$ 18,555	$ 352,542	$ -
Oct App 1 -B	$ 159,041	$ -	$ 7,952	$ 151,089	$ -
Nov App 2-A	$ 518,504	$ -	$ 40,025	$ 478,479	$ -
Nov App 2-B	$ 222,216	$ -	$ 17,154	$ 205,062	$ -
Dec App 3-A	$ 1,691,801	$ -	$ 60,978	$ 1,630,823	$ -
Dec App 3-B	$ 725,057	$ -	$ 26,133	$ 698,924	$ -
Jan App 4-A	$ 2,281,662	$ -	$ 96,122	$ 2,185,540	$ -
Jan App 4-B	$ 977,855	$ -	$ 41,195	$ 936,660	$ -
Feb App 5 - A	$ 3,014,122	$ -	$ 122,025	$ 2,892,098	$ -
Feb App 5 - B	$ 1,291,767	$ -	$ 52,296	$ 1,239,470	$ -
March App 6 - A	$ 4,017,213	$ -	$ 199,226	$ 3,817,986	$ -
March App 6 - B	$ 1,721,663	$ -	$ 85,383	$ 1,636,280	$ -
April App 7 - A	$ 4,450,233	$ -	$ 205,505	$ 4,244,727	$ -
April App 7 - B	$ 1,907,243	$ -	$ 88,074	$ 1,819,169	$ -
May App 8 - A	$ 6,427,215	$ -	$ 306,032	$ 6,121,183	$ -
May App 8 - B	$ 2,754,521	$ -	$ 131,157	$ 2,623,364	$ -
June App 9 - A	$ 4,941,798	$ -	$ 243,270	$ 4,698,528	$ -
June App 9 - B	$ 2,117,912	$ -	$ 104,259	$ 2,013,654	$ -
July App 10 - A	$ 5,045,944	$ -	$ 258,335	$ 4,787,609	$ -
July App 10 - B	$ 2,162,547	$ -	$ 110,715	$ 2,051,832	$ -
August App 11 - A	$ 4,354,469	$ -	$ 216,220	$ 4,138,249	$ -
August App 11 - B	$ 1,866,201	$ -	$ 92,666	$ 1,773,535	$ -
September App 12 - A	$ 3,466,392	$ -	$ 172,169	$ 3,294,224	$ -
September App 12 - B	$ 1,485,597	$ -	$ 73,787	$ 1,411,810	$ -
October App 13 - A	$ 2,929,007	$ -	$ 145,667	$ 2,783,339	$ -
October App 13 - B	$ 1,255,289	$ -	$ 62,429	$ 1,192,860	$ -
November App 14 -A	$ 3,042,638	$ -	$ 217,221	$ 2,825,417	$ -
November App 14 -B	$ 1,303,988	$ -	$ 93,095	$ 1,210,893	$ -
December 15 -A	$ 2,528,689	$ -	$ 270,316	$ 2,258,374	$ -
December 15 -B	$ 1,083,724	$ -	$ 115,850	$ 967,874	$ -
January 16 - A	$ 1,671,678	$ -	$ 83,584	$ 1,588,094	$ -
January 16 - B	$ 716,433	$ -	$ 35,822	$ 680,611	$ -

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Conroe
PO Box 3066
Conroe, TX 77305, US

PROJECT: Conroe Hotel and Convention Center
,

APPLICATION NO.: 24
PERIOD TO: 09/30/2023
PROJECT NO: B20010-00
INVOICE NO.: DPRB014685
CONTRACT DATE : 05/14/2020
OWNER REF NO: CCV=Current Contract Value

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: DPR Construction, A General Partnership
3200 Southwest Freeway
Suite 1550
Houston, TX 77027

ARCHITECT: Garfield Public Private
14911 Quorum Drive
380
Dallas, TX 75254, USA

CONTRACT FOR: Conroe Hotel and Convention Center

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	3,000,476
2. Net change by change orders	$	82,420,738
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	85,421,214
4. TOTAL COMPLETED & STORED TO DATE	$	85,421,214
Column G on G703		
5. RETAINAGE:		
Total retainage Column I	$	402,612
6. TOTAL EARNED LESS RETAINAGE	$	85,018,603
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	$	84,666,554
8. CURRENT PAYMENT DUE	$	352,048
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$	402,611

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		**83,060,483**	**-614,400**
APPROVED THIS MONTH			
Number	Date Approved		
ZSD005.1	**09/18/2023**	**0**	**-25,345**
	Current Total:	**0**	**-25,345**
Net Change by Change Orders			**82,420,738**

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: DPR Construction, A General Partnership

By: _____ Date: 10-30-2023

State of: Texas

County of: Harris

Subscribe and sworn to before me this 30th day of October, 2023

Notary Public: Crystal Carlson

My Commission expires: 5-27-2023

NOTARY PUBLIC STATE OF TEXAS
Crystal Carlson
My Commission Expires
05/27/2025
ID No 125316139

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 352,048.00

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Garfield Public Private

By: _____ Date: 10/30/2023

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.

DPR Construction, A General Partnership

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 24
APPLICATION DATE: 09/30/2023
PERIOD TO: 09/30/2023

INVOICE NO.: DPRB014685

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
0	**ORIGINAL PRECONSTRUCTION SERVICES**										
00	**Preconstruction**										
0.1	Architecture & Engineering - BOKA	2,580,131	1,051,690	3,631,821	3,631,821	0	0	3,631,821	100	0	0
01.A	Preconstruction Cost - DPR	395,000	112,090	507,090	507,090	0	0	507,090	100	-0	0
	Preconstruction Total:	*2,975,131*	*1,163,780*	*4,138,911*	*4,138,911*	*0*	*0*	*4,138,911*	*100*	*-0*	*0*
	ORIGINAL PRECONSTRUCTION	**2,975,131**	**1,163,780**	**4,138,911**	**4,138,911**	**0**	**0**	**4,138,911**	**100**	**-0**	**0**
A	**GENERAL CONDITIONS**										
		0	3,093,834	3,093,834	3,069,894	23,940	0	3,093,834	100	0	0
	Total:	*0*	*3,093,834*	*3,093,834*	*3,069,894*	*23,940*	*0*	*3,093,834*	*100*	*0*	*0*
	GENERAL CONDITIONS Total:	**0**	**3,093,834**	**3,093,834**	**3,069,894**	**23,940**	**0**	**3,093,834**	**100**	**0**	**0**
A.1	**SITE REQUIREMENTS**										
		0	1,849,543	1,849,543	1,849,543	0	0	1,849,543	100	-0	0
	Total:	*0*	*1,849,543*	*1,849,543*	*1,849,543*	*0*	*0*	*1,849,543*	*100*	*-0*	*0*
	SITE REQUIREMENTS Total:	**0**	**1,849,543**	**1,849,543**	**1,849,543**	**0**	**0**	**1,849,543**	**100**	**-0**	**0**
B	**COST OF WORK**										
02.01	**EARTHWORK**										
02.01.50	TLC CCV	0	2,694,481	2,694,481	2,694,481	0	0	2,694,481	100	0	0
	EARTHWORK Total:	*0*	*2,694,481*	*2,694,481*	*2,694,481*	*0*	*0*	*2,694,481*	*100*	*0*	*0*
02.02	**FLAGPOLES**										
02.02.50	Kronberg's Flags & Flagpoles CCV	0	6,700	6,700	6,700	0	0	6,700	100	0	0
	FLAGPOLES Total:	*0*	*6,700*	*6,700*	*6,700*	*0*	*0*	*6,700*	*100*	*0*	*0*
02.03	**RAILING/SITE FURNISHINGS**										

CONTINUATION SHEET

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PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 24
APPLICATION DATE: 09/30/2023
PERIOD TO: 09/30/2023

INVOICE NO.: DPRB014685

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
02.03.50	Outdoor Elements, LLC CCV	0	161,423	161,423	161,423	0	0	161,423	100	0	0
	RAILING/SITE FURNISHINGS Total:	*0*	*161,423*	*161,423*	*161,423*	*0*	*0*	*161,423*	*100*	*0*	*0*
02.04	**LANDSCAPING**										
02.04.50	Brightview CCV	0	461,515	461,515	461,515	0	0	461,515	100	0	0
02.04.99	DPR BUYOUT	0	-5,555	-5,555	-5,555	0	0	-5,555	100	0	0
	LANDSCAPING Total:	*0*	*455,960*	*455,960*	*455,960*	*0*	*0*	*455,960*	*100*	*0*	*0*
02.05	**PAVEMENT MARKINGS**										
02.05.50	PAVEMENT MARKINGS CCV	0	30,470	30,470	30,470	0	0	30,470	100	0	1,524
02.05.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	PAVEMENT MARKINGS Total:	*0*	*30,470*	*30,470*	*30,470*	*0*	*0*	*30,470*	*100*	*0*	*1,524*
02.08	**SWPPP**										
02.08.50	Drake CCV	0	8,565	8,565	8,565	0	0	8,565	100	0	428
02.08.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	SWPPP Total:	*0*	*8,565*	*8,565*	*8,565*	*0*	*0*	*8,565*	*100*	*0*	*428*
02.09	**POOL DECK PAVERS**										
02.09.50	Outdoor Elements CCV	0	136,571	136,571	136,571	0	0	136,571	100	0	0
	POOL DECK PAVERS Total:	*0*	*136,571*	*136,571*	*136,571*	*0*	*0*	*136,571*	*100*	*0*	*0*
03.01	**CONCRETE**										
03.01.50	DPR CW CCV	0	10,052,247	10,052,247	10,052,689	0	0	10,052,689	100	-442	0
03.01.99	DPR BUYOUT	0	-274,284	-274,284	-274,726	0	0	-274,726	100	442	0
	CONCRETE Total:	*0*	*9,777,963*	*9,777,963*	*9,777,963*	*0*	*0*	*9,777,963*	*100*	*0*	*0*
05.01	**PREFAB WALLS**										
05.01.50	DBC CCV	0	4,167,948	4,167,948	4,167,948	0	0	4,167,948	100	0	0
05.01.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	PREFAB WALLS Total:	*0*	*4,167,948*	*4,167,948*	*4,167,948*	*0*	*0*	*4,167,948*	*100*	*0*	*0*
05.02	**PRECAST STRUCTURAL**										
05.02.50	Legacy CCV	0	1,221,499	1,221,499	1,221,499	0	0	1,221,499	100	0	0
05.05.99	DPR BUYOUT	0	-19,087	-19,087	-7,470	-11,617	0	-19,087	100	0	0
	PRECAST STRUCTURAL Total:	*0*	*1,202,412*	*1,202,412*	*1,214,029*	*-11,617*	*0*	*1,202,412*	*100*	*0*	*0*
05.06	**STRUCTURAL STEEL**										

This is a DPR Buyout item. Deductive CO that has been resolved in OCT Pay application. Trade is NOT overbilled on contract.

DPR Construction, A General Partnership

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PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 24
APPLICATION DATE: 09/30/2023
PERIOD TO: 09/30/2023

INVOICE NO.: DPRB014685

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
05.06.50	Postel International, Inc. CCV	0	5,003,856	5,003,856	5,003,856	0	0	5,003,856	100	0	0
05.06.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	STRUCTURAL STEEL Total:	*0*	*5,003,856*	*5,003,856*	*5,003,856*	*0*	*0*	*5,003,856*	*100*	*0*	*0*
05.08	**STAIRS AND HANDRAILS**										
05.08.50	Construction Spc CCV	0	240,398	240,398	240,398	0	0	240,398	100	-0	12,020
05.08.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	STAIRS AND HANDRAILS Total:	*0*	*240,398*	*240,398*	*240,398*	*0*	*0*	*240,398*	*100*	*-0*	*12,020*
06.01	**WATERPROOFING**										
06.01.50	DPR Div. 7 CCV	0	1,180,686	1,180,686	1,180,686	0	0	1,180,686	100	0	0
06.01.99	DPR BUYOUT	0	-22,993	-22,993	-21,942	-1,051	0	-22,993	100	0	0
	WATERPROOFING Total:	*0*	*1,157,693*	*1,157,693*	*1,158,744*	*-1,051*	*0*	*1,157,693*	*100*	*0*	*0*
06.02	**PLASTER/MASONRY**										
06.02.50	Zen CCV	0	1,405,771	1,405,771	1,405,771	0	0	1,405,771	100	0	17,735
06.02.99	DPR BUYOUT	0	-14,373	-14,373	0	-14,373	0	-14,373	100	0	0
	PLASTER/MASONRY Total:	*0*	*1,391,398*	*1,391,398*	*1,405,771*	*-14,373*	*0*	*1,391,398*	*100*	*0*	*17,735*
06.03	**METAL DECKING**										
06.03.50	Vulcraft PO	0	1,290,727	1,290,727	1,290,727	0	0	1,290,727	100	0	0
	METAL DECKING Total:	*0*	*1,290,727*	*1,290,727*	*1,290,727*	*0*	*0*	*1,290,727*	*100*	*0*	*0*
06.04	**METAL SIDING**										
06.04.50	KSC CCV	0	812,658	812,658	812,658	0	0	812,658	100	0	0
	METAL SIDING Total:	*0*	*812,658*	*812,658*	*812,658*	*0*	*0*	*812,658*	*100*	*0*	*0*
07.01	**MEMBRANE ROOFING**										
07.01.50	Chamberlin CCV	0	1,730,949	1,730,949	1,715,525	15,424	0	1,730,949	100	0	0
07.01.99	DPR BUYOUT	0	-48,082	-48,082	-48,082	0	0	-48,082	100	-0	0
	MEMBRANE ROOFING Total:	*0*	*1,682,867*	*1,682,867*	*1,667,443*	*15,424*	*0*	*1,682,867*	*100*	*-0*	*0*
08.01	**DRYWALL**										
08.01.50	DPR DW CCV	0	5,987,680	5,987,680	5,956,700	0	0	5,956,700	99	30,980	0
08.01.99	DPR BUYOUT	0	-148,333	-148,333	-122,758	0	0	-122,758	83	-25,575	0
	DRYWALL Total:	*0*	*5,839,347*	*5,839,347*	*5,833,942*	*0*	*0*	*5,833,942*	*100*	*5,405*	*0*
08.02	**OPERABLE PARTITIONS**										

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PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 24
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PERIOD TO: 09/30/2023

INVOICE NO.: DPRB014685

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
08.02.50	Hudson CCV	0	408,000	408,000	408,000	0	0	408,000	100	0	0
	OPERABLE PARTITIONS Total:	*0*	*408,000*	*408,000*	*408,000*	*0*	*0*	*408,000*	*100*	*0*	*0*
08.04	**EPOXY FLOORING**										
08.04.50	Stonhard CCV	0	52,725	52,725	52,725	0	0	52,725	100	0	0
	EPOXY FLOORING Total:	*0*	*52,725*	*52,725*	*52,725*	*0*	*0*	*52,725*	*100*	*0*	*0*
08.05	**INTERIOR PAINTING**										
08.05.50	R & M Service CCV	0	773,597	773,597	771,773	0	0	771,773	100	1,824	0
08.05.99	DPR BUYOUT	0	-1,993	-1,993	-169	0	0	-169	8	-1,824	0
	INTERIOR PAINTING Total:	*0*	*771,604*	*771,604*	*771,604*	*0*	*0*	*771,604*	*100*	*0*	*0*
08.06	**GLASS AND GLAZING**										
08.06.50	VEW CCV	0	2,715,485	2,715,485	2,715,485	0	0	2,715,485	100	0	0
08.06.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	GLASS AND GLAZING Total:	*0*	*2,715,485*	*2,715,485*	*2,715,485*	*0*	*0*	*2,715,485*	*100*	*0*	*0*
08.07	**SPECIALTIES**										
08.07.50	DPR Specialties CCV	0	259,214	259,214	259,214	0	0	259,214	100	0	12,961
08.07.99	DPR BUYOUT	0	1	1	0	-1	0	-1	-102	1	0
	SPECIALTIES Total:	*0*	*259,215*	*259,215*	*259,214*	*-1*	*0*	*259,213*	*100*	*1*	*12,961*
08.08	**DOOR FRAME HARDWARE**										
08.08.50	Evergreen CCV	0	1,028,911	1,028,911	1,002,078	0	0	1,002,078	97	26,833	50,104
08.08.99	DPR BUYOUT	0	7,349	7,349	0	0	0	0	0	7,349	0
	DOOR FRAME HARDWARE Total:	*0*	*1,036,260*	*1,036,260*	*1,002,078*	*0*	*0*	*1,002,078*	*97*	*34,182*	*50,104*
08.09	**MILLWORK**										
08.09.50	ISEC CCV	0	2,386,427	2,386,427	2,400,535	-14,108	0	2,386,427	100	0	119,321
	MILLWORK Total:	*0*	*2,386,427*	*2,386,427*	*2,400,535*	*-14,108*	*0*	*2,386,427*	*100*	*0*	*119,321*
08.10	**SUREPODS**										
08.10.50	SurePods, LLC CCV	0	4,738,419	4,738,419	4,738,419	0	0	4,738,419	100	0	0
08.10.52	SurePods Install Overage	0	0	0	0	0	0	0	0	0	0
08.10.99	DPR BUYOUT	0	-2,464	-2,464	-2,464	0	0	-2,464	100	0	0
	SUREPODS Total:	*0*	*4,735,955*	*4,735,955*	*4,735,955*	*0*	*0*	*4,735,955*	*100*	*0*	*0*
08.11	**CAULKING**										

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PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 24
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INVOICE NO.: DPRB014685

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08.11.50	CAULKING CCV	0	0	0	0	0	0	0	0	0	0
08.11.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	CAULKING Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
08.14	**FLOORING**										
08.14.50	Arch Floors - CCV	0	1,309,485	1,309,485	1,284,140	0	0	1,284,140	98	25,345	0
08.14.99	DPR BUYOUT	0	-68,452	-68,452	-43,107	0	0	-43,107	63	-25,345	0
	FLOORING Total:	*0*	*1,241,033*	*1,241,033*	*1,241,033*	*0*	*0*	*1,241,033*	*100*	*0*	*0*
08.21	**SIGNAGE**										
08.21.50	Triumph CCV	0	299,317	299,317	299,317	0	0	299,317	100	0	7,483
	SIGNAGE Total:	*0*	*299,317*	*299,317*	*299,317*	*0*	*0*	*299,317*	*100*	*0*	*7,483*
09.01	**CHUTES**										
09.01.50	CHUTES - Lonestar CCV	0	23,500	23,500	23,500	0	0	23,500	100	0	0
	CHUTES Total:	*0*	*23,500*	*23,500*	*23,500*	*0*	*0*	*23,500*	*100*	*0*	*0*
09.02	**KONE**										
09.02.50	ELEVATORS - Kone CCV	0	962,270	962,270	962,270	0	0	962,270	100	0	0
09.02.99	DPR BUYOUT	0	-72,965	-72,965	-72,965	0	0	-72,965	100	0	0
	KONE Total:	*0*	*889,305*	*889,305*	*889,305*	*0*	*0*	*889,305*	*100*	*0*	*0*
10.01	**POOL**										
10.01.50	Outdoor Elements, LLC CCV	0	371,169	371,169	371,169	0	0	371,169	100	0	0
	POOL Total:	*0*	*371,169*	*371,169*	*371,169*	*0*	*0*	*371,169*	*100*	*0*	*0*
10.02	**WINDOW WASHING**										
10.02.50	Probel CCV	0	54,500	54,500	54,500	0	0	54,500	100	0	0
10.03.99	DPR BUYOUT	0	-7,204	-7,204	-7,204	0	0	-7,204	100	0	0
	WINDOW WASHING Total:	*0*	*47,296*	*47,296*	*47,296*	*0*	*0*	*47,296*	*100*	*0*	*0*
10.03	**LOADING DOCK EQUIPMENT**										
10.03.50	Miner, Ltd. CCV	0	18,644	18,644	18,644	0	0	18,644	100	0	0
10.03.99	DPR BUYOUT	0	-2,228	-2,228	-2,228	0	0	-2,228	100	0	0
	LOADING DOCK EQUIPMENT Total:	*0*	*16,416*	*16,416*	*16,416*	*0*	*0*	*16,416*	*100*	*0*	*0*
10.05	**FOOD SERVICE EQUIPMENT**										
10.05.50	Mission CCCV	0	1,346,117	1,346,117	1,319,362	0	0	1,319,362	98	26,755	65,968

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10.05.99	DPR BUYOUT	0	-56,133	-56,133	-56,133	0	0	-56,133	100	0	0
	FOOD SERVICE EQUIPMENT Total:	*0*	*1,289,984*	*1,289,984*	*1,263,229*	*0*	*0*	*1,263,229*	*98*	*26,755*	*65,968*
12.01	**FIRE PROTECTION**										
12.01.50	Northstar CCV	0	797,218	797,218	797,219	0	0	797,219	100	-0	0
12.01.99	DPR BUYOUT	0	-31,578	-31,578	-31,578	0	0	-31,578	100	0	0
	FIRE PROTECTION Total:	*0*	*765,640*	*765,640*	*765,641*	*0*	*0*	*765,641*	*100*	*-0*	*0*
13.01	**HVAC AND PLUMBING**										
13.01.50	Letsos CCV	0	11,567,118	11,567,118	11,565,120	0	0	11,565,120	100	1,998	0
13.01.99	DPR BUYOUT	0	-194,580	-194,580	-192,583	0	0	-192,583	99	-1,997	0
	HVAC AND PLUMBING Total:	*0*	*11,372,538*	*11,372,538*	*11,372,537*	*0*	*0*	*11,372,537*	*100*	*0*	*0*
14.01	**ELECTRICAL**										
14.01.50	ETrio CCV	0	6,240,964	6,240,964	6,240,964	0	0	6,240,964	100	0	0
14.01.99	DPR BUYOUT	0	-170,048	-170,048	-170,048	0	0	-170,048	100	0	0
	ELECTRICAL Total:	*0*	*6,070,916*	*6,070,916*	*6,070,916*	*0*	*0*	*6,070,916*	*100*	*0*	*0*
14.02	**COMMUNICATIONS**										
14.02.50	ieSmart CCV	0	1,397,994	1,397,994	1,397,994	0	0	1,397,994	100	0	0
14.02.99	DPR BUYOUT	0	-5,026	-5,026	-5,026	0	0	-5,026	100	0	0
	COMMUNICATIONS Total:	*0*	*1,392,968*	*1,392,968*	*1,392,968*	*0*	*0*	*1,392,968*	*100*	*0*	*0*
BB	Buyout Billing Credit	0	0	0	-718,411	1,786	0	-716,625	0	716,625	0
	Total:	*0*	*0*	*0*	*-718,411*	*1,786*	*0*	*-716,625*	*0*	*716,625*	*0*
	COST OF WORK Total:	**0**	**72,207,189**	**72,207,189**	**71,448,160**	**-23,940**	**0**	**71,424,219**	**99**	**782,970**	**287,544**
C.1	**CONSTRUCTION CONTINGENCY**										
20.02	**Construction Contingency**										
		0	0	0	782,969	0	0	782,969	0	-782,969	0
	Construction Contingency Total:	*0*	*0*	*0*	*782,969*	*0*	*0*	*782,969*	*0*	*-782,969*	*0*
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	CONSTRUCTION CONTINGENCY	**0**	**0**	**0**	**782,969**	**0**	**0**	**782,969**	**0**	**-782,969**	**0**

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E	**INSURANCE**										
16.01	BOND	0	535,836	535,836	535,836	0	0	535,836	100	-0	26,792
16.02	CONTRACTOR'S LIABILITY INSURANCE	0	1,021,734	1,021,734	1,021,734	0	0	1,021,734	100	0	51,087
16.03	BUILDERS RISK	0	149,453	149,453	149,453	0	0	149,453	100	0	7,473
16.04	SDI	0	594,332	594,332	594,332	0	0	594,332	100	0	29,717
	Total:	*0*	*2,301,355*	*2,301,355*	*2,301,355*	*0*	*0*	*2,301,355*	*100*	*-0*	*115,068*
	INSURANCE Total:	**0**	**2,301,355**	**2,301,355**	**2,301,355**	**0**	**0**	**2,301,355**	**100**	**-0**	**115,068**
F	**FEE**										
		0	1,830,382	1,830,382	1,830,382	0	0	1,830,382	100	-0	0
	Total:	*0*	*1,830,382*	*1,830,382*	*1,830,382*	*0*	*0*	*1,830,382*	*100*	*-0*	*0*
	FEE Total:	**0**	**1,830,382**	**1,830,382**	**1,830,382**	**0**	**0**	**1,830,382**	**100**	**-0**	**0**
Z	**ZNR COSTS**										
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	ZNR COSTS Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Project Total:	**2,975,131**	**82,446,083**	**85,421,214**	***85,421,214***	***-0***	***0***	***85,421,214***	***100***	***-0***	***402,612***

DPR CONSTRUCTION

CONDITIONAL PARTIAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Conroe Hotel and Convention Center - Preconstruction
Job No.: D3-B20010-00

On receipt by the signer of this document of a check from Conroe Local Government Corp c/o City of Conroe (maker of check) in the sum of 352,048 payable to DPR Construction, A General Partnership (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 Local Government Corp c/o City of Conroe (owner) located at _____ (location) to the following extent: Conroe Hotel and Convention Center (job description).

> This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Conroe Local Government Corp c/o City of Conroe (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).

Date: 10/18/23

DPR Construction, A General Partnership

By: _____
Name: Austin Busch
Title: Project Manager

NOTARY PUBLIC - STATE OF TEXAS
Crystal Carlson
My Commission Expires
05/27/2025
ID No. 1253151139

STATE OF TEXAS
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared, Austin Busch, the Project Manager of DPR Construction, A General Partnership known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of said partnership (corporation, limited partnership, etc.)

Sworn to and subscribed before me, under my official hand and seal of office on this the 18th day of September, 2023.

Crystal Carlson

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Exhibit A

AMENDMENT SUMMARY	ADDITIONS	DEDUCTIONS
Total AMENDMENTS Approved in previous months by Owner	$ 85,421,214	$ (3,083,041)
Total approved this Month	$ -	$ -
TOTAL	$ 85,421,214	$ (3,083,041)
NET AMENDMENTS	$	82,338,173

General Conditions/General Requirements

A GENERAL CONDITIONS

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Imagenet Consulting LLC	10111431	510366040		09/06/2023	0.00	505.04	0.00	0.00	505.04
Reconcile	RC	RC		09/30/2023	0.00	-10.00	0.00	0.00	-10.00
PAYROLL									

Reference Labor Log Attached - $23,445

- *TOTAL:*	*23,445.00*	*495.04*	*0.00*	*0.00*	*23,940.04*
- TOTAL:	*23,445.00*	*495.04*	0.00	*0.00*	*23,940.04*
A - GENERAL CONDITIONS TOTAL:	*23,445.00*	*495.04*	*0.00*	*0.00*	*23,940.04*

+ImageNet Consulting

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448

INVOICE NUMBER 512891615

DUE DATE	TOTAL DUE
10/31/2023	$505.04

000013142 01 SP 0.630 106481855059998 P
ACCOUNTS PAYABLE
DPR CONSTRUCTION A GENERAL PARTNERSHIP
3015 E ROBINSON STREET
STE 100
ORLANDO, FL 32801

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448

790448 512891615 000050504

+ImageNet Consulting

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448
800-828-8246
CUSTOMERSUPPORTEF@ONLINECOMMENT.COM

DATE OF INVOICE 10/07/2023
INVOICE NUMBER 512891615
Customer Credit Account Number 1847868

DUE DATE	TOTAL DUE
10/31/2023	$505.04

FOR ADDRESS CORRECTIONS AND INVOICE INQUIRIES, PLEASE CONTACT US AT 800-828-8246

MESSAGES

SAVE TIME : CHAT WITH A REPRESENTATIVE AND MAKE QUICK AND EASY ONLINE PAYMENTS BY VISITING HTTPS://FINANCING.EPORTALDIRECT.COM

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
500-0658312-000		DPR CONSTRUCTION A GENERAL PARTNERSHIP 1001 GRAND CENTRAL PKWY CONROE, TX 77304 HP E776DN COPIER SERIAL NUMBER MXBC10CHL6	
	10/31/2023	CONTRACT PAYMENT	466.55
	10/31/2023	SALES AND USE TAX	38.49

*****A LATE CHARGE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY DUE DATE.*****

Landscape BrightView - 02.04

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
RETENTION BILLING

FROM:	**BrightView Landscape Development, Inc. fka ValleyCrest** **12919 Dessau Rd.** **Austin, Texas 78754**	**Date:** **Application Number:** **Invoice Number:**	**September 15, 2023** **4** **200100035-25**
PHONE:	**512-272-8376**	**Project Name:** **Job Number:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr** **D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:** **Vendor Number: 10018755** (Use Only)	**200100035**

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **09/01/2023** to **09/30/2023**

Contract Summary:

1. Original Subcontract Amount			$ **157,100.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **304,414.58**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **461,514.58**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **461,514.58**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **461,514.58**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **461,514.58**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **0.00**
9. Retention held on this project now due	**5.00**%	<	$ **23,075.73**>

Signature: Antonia Edeler

Title: Regional Mgr

Date: September 15, 2023

DocuSign Envelope ID: 5379F8F2-E4C8-4C05-BFCB-0CB403BDDFEB

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 4
Application Date : 09/15/2023
To : 09/30/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100035-25 **Contract : 200100035**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	001*B20010-00*50*562823473	Furnish and install all labor, material, equipment, submittal/shop drawings, shipping, unloading, misc equipment, and clean-up associated with all landscape turfs as required per plans and specificati	0.00	33,650.00	33,650.00	33,650.00	0.00	0.00	33,650.00	100.0%	0.00	0.00
None	001*B20010-00*50*562823474	ADD: Furnish and install all labor, material, equipment, submittal/shop drawings, shipping, unloading, misc equipment, and clean-up associated with all planter pots as required per plans and specifica	0.00	11,720.00	11,720.00	11,720.00	0.00	0.00	11,720.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267239	ADD: Furnish & Install all decomposed granite w/ stabilizer (G-1) as required per plans and specifications.	0.00	53,800.00	53,800.00	53,800.00	0.00	0.00	53,800.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267240	ADD: Furnish & Install additional metal edging as required per plans and specifications.	0.00	2,150.00	2,150.00	2,150.00	0.00	0.00	2,150.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267241	ADD: Furnish & Install revised fit pit per PR002 as required.	0.00	4,100.00	4,100.00	4,100.00	0.00	0.00	4,100.00	100.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	002*B20010-00*50*743267242	ADD: Include all labor, material, equipment, misc equipment, shipping, unloading, clean-up and testing to furnish and install revised irrigation and sleeves per PR002 as required.	0.00	22,700.00	22,700.00	22,700.00	0.00	0.00	22,700.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267243	ADD: Include all required all labor, material, equipment, submittal/shop drawings, shipping, unloading, clean-up and protections associated with furnishing and installing all landscaping, trees, shrub	0.00	60,850.00	60,850.00	60,850.00	0.00	0.00	60,850.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267244	ADD: Furnish & Install all required groundcover as required per plans and specifications.	0.00	159,250.00	159,250.00	159,250.00	0.00	0.00	159,250.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267245	ADD: Furnish & Install all required bed prep and mulch as required per plans and specifications.	0.00	68,150.00	68,150.00	68,150.00	0.00	0.00	68,150.00	100.0%	0.00	0.00
None	002*B20010-00*50*743267246	Credit: Irrigation sleeve labor as this was installed by DPR.	0.00	(12,950.00)	(12,950.00)	(12,950.00)	0.00	0.00	(12,950.00)	100.0%	0.00	0.00
None	003*B20010-00*50*743284038	DEDUCT: Landscaping (Groundcover) Modification	0.00	(58,752.00)	(58,752.00)	(58,752.00)	0.00	0.00	(58,752.00)	100.0%	0.00	0.00
None	004*B20010-00*50*787279842	ADD: Additional Pool Planter Pots (A-10)	0.00	5,940.00	5,940.00	5,940.00	0.00	0.00	5,940.00	100.0%	0.00	0.00
None	005*B20010-00*50*787298769	Deduct: BV - Credit Irrigation Reduction Per RFI 458	0.00	(13,700.42)	(13,700.42)	(13,700.42)	0.00	0.00	(13,700.42)	100.0%	0.00	0.00
None	006*B20010-00*50*787311375	ADD: Turf at Fire Lane LO Decomposed Granite	0.00	26,364.00	26,364.00	26,364.00	0.00	0.00	26,364.00	100.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	006*B20010-00*50*787311376	DEDUCT: ALL - Remove Decomposed Granite	0.00	(51,200.00)	(51,200.00)	(51,200.00)	0.00	0.00	(51,200.00)	100.0%	0.00	0.00
None	006*B20010-00*50*787311377	ADD BACK: Parking Stalls	0.00	4,045.00	4,045.00	4,045.00	0.00	0.00	4,045.00	100.0%	0.00	0.00
None	006*B20010-00*50*787311378	ADD: Granite at (2) Tree Beds	0.00	374.00	374.00	374.00	0.00	0.00	374.00	100.0%	0.00	0.00
None	007*B20010-00*50*787347883	007:4134-DEDUCT: Brightview - Pressure Washing Backcharge	0.00	(17,631.00)	(17,631.00)	(17,631.00)	0.00	0.00	(17,631.00)	100.0%	0.00	0.00
None	007*B20010-00*50*787347884	007:7238-ADD: Single Bore For Irrigation Sleeves	0.00	2,645.00	2,645.00	2,645.00	0.00	0.00	2,645.00	100.0%	0.00	0.00
None	007*B20010-00*50*787347885	007:7239-ADD: Tree Removal ; Reduction to Pressure Washing (Final Close Out)	0.00	2,910.00	2,910.00	2,910.00	0.00	0.00	2,910.00	100.0%	0.00	0.00
None	008*B20010-00*50*787348366	008:2021-Full and Final - Brightview	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	1	Mobilization	11,500.00	0.00	11,500.00	11,500.00	0.00	0.00	11,500.00	100.0%	0.00	0.00
None	10	As Builts/Closeout Material	350.00	0.00	350.00	350.00	0.00	0.00	350.00	100.0%	0.00	0.00
None	11	Edging Labor	250.00	0.00	250.00	250.00	0.00	0.00	250.00	100.0%	0.00	0.00
None	12	Edging Material	1,550.00	0.00	1,550.00	1,550.00	0.00	0.00	1,550.00	100.0%	0.00	0.00
None	13	Supervision & Project Management	4,700.00	0.00	4,700.00	4,700.00	0.00	0.00	4,700.00	100.0%	0.00	0.00
None	2	Submittals & Procurement	1,380.00	0.00	1,380.00	1,380.00	0.00	0.00	1,380.00	100.0%	0.00	0.00
None	3	Supervision & Project Management	5,550.00	0.00	5,550.00	5,550.00	0.00	0.00	5,550.00	100.0%	0.00	0.00
None	4	Fire Pit Labor	350.00	0.00	350.00	350.00	0.00	0.00	350.00	100.0%	0.00	0.00
None	5	Fire Pit Material	8,150.00	0.00	8,150.00	8,150.00	0.00	0.00	8,150.00	100.0%	0.00	0.00
None	6	Artificial Turf	10,350.00	0.00	10,350.00	10,350.00	0.00	0.00	10,350.00	100.0%	0.00	0.00
None	7	Irrigation Labor	48,160.00	0.00	48,160.00	48,160.00	0.00	0.00	48,160.00	100.0%	0.00	0.00
None	8	Irrigation Material	63,540.00	0.00	63,540.00	63,540.00	0.00	0.00	63,540.00	100.0%	0.00	0.00
None	9	As Builts/Closeout Labor	1,270.00	0.00	1,270.00	1,270.00	0.00	0.00	1,270.00	100.0%	0.00	0.00
		Grand Totals:	**$157,100.00**	**$304,414.58**	**$461,514.58**	**$461,514.58**	**$0.00**	**$0.00**	**$461,514.58**	**100.0%**	**$0.00**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$157,100.00**	**$304,414.58**	**$461,514.58**	**$461,514.58**	**$0.00**	**$0.00**	**$461,514.58**	**100.0%**	**$0.00**	**$0.00**

DocuSign Envelope ID: 5379F8F2-E4C8-4C05-BFCB-0CB403BDDFEB

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Anthonia Edobor (NAME) in the position of Regional Mgr (TITLE)

for BrightView Landscape Development, Inc. fka ValleyCrest (COMPANY NAME), a Individual (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on September 15, 2023 at Austin, Texas (CITY AND STATE).

Anthonia Edobor

SIGNATURE

DocuSign Envelope ID: 5379F8F2-E4C8-4C05-BFCB-0CB403BDDFEB

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $23,075.73 payable to BrightView Landscape Development, Inc. fka ValleyCrest (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 City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted).

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 final 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 up to the date of this waiver and release.

Date 15th day of September, 2023

BrightView Landscape Development, Inc. fka ValleyCrest (Company name)

By Anthonia Edobor (Signature)

Regional Mgr (Title)

This instrument was acknowledged before me on the 15th day of September, 2023, by Anthonia Edobor, Regional Mgr of BrightView Landscape Development, Inc. fka ValleyCrest for the consideration herein expressed, on behalf of same.

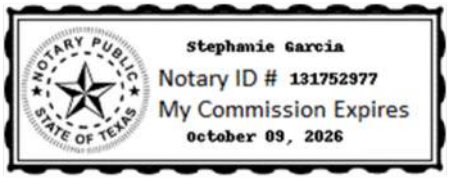
Stephanie Garcia

Notary Public in and for the

STATE OF TEXAS

COUNTY OF

MY COMM. EXP. 10/09/26



NOTICE:

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

The signer of this document has been paid in full in the sum of $461,514.58 for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description). The signer therefore waives and releases 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.

The signer warrants that the signer has already paid or will use the funds received from this final 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 up to the date of this waiver and release.

Date 15th day of September, 2023

BrightView Landscape Development, Inc. fka ValleyCrest (Company name)

By _____ (Signature)

Regional Mgr (Title)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on the 15th day of September, 2023, by Anthonia Edobor, Regional Mgr of BrightView Landscape Development, Inc. fka ValleyCrest for the consideration herein expressed, on behalf of same.

_____

Notary Public in and for the

STATE OF

COUNTY OF

MY COMM. EXP.

Chamberlin - 07.01

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SUBCONTRACTOR PAYMENT APPLICATION
RETENTION BILLING

FROM:	**Chamberlin Houston, LLC** **4545 Langfield** **Houston, Texas 77040**	**Date:** **Application Number:** **Invoice Number:**	**October 05, 2023** **13** **200100024-25**
PHONE:	**713-880-1432**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100024**
		Vendor Number: 10062299 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **09/01/2023** to **09/30/2023**

Contract Summary:

1. Original Subcontract Amount			$ **1,572,753.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **158,196.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **1,730,949.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **1,730,949.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **1,730,949.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **1,715,525.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **15,424.00**
9. Retention held on this project now due	**4.96**%	<	$ **85,776.27**>

Signature: Shaine Hubbard

Title: Operations Manager

Date: October 05, 2023

DocuSign Envelope ID: E3F42C8B-21BD-4964-A90B-552934071844

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 13
Application Date : 10/05/2023
To : 09/30/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100024-25 **Contract : 200100024**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000100	Main Tower Roof (HA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000120	Roofing Labor	257,529.00	0.00	257,529.00	257,529.00	0.00	0.00	257,529.00	100.0%	0.00	0.00
None	000130	Roofing Material	479,420.00	0.00	479,420.00	479,420.00	0.00	0.00	479,420.00	100.0%	0.00	0.00
None	000140	Sheet Metal Labor	61,075.00	0.00	61,075.00	61,075.00	0.00	0.00	61,075.00	100.0%	0.00	0.00
None	000150	Sheet Metal Material	97,552.00	0.00	97,552.00	97,552.00	0.00	0.00	97,552.00	100.0%	0.00	0.00
None	000160	Convention Center Roof (Deck type)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000170	Roofing Labor	158,897.00	0.00	158,897.00	158,897.00	0.00	0.00	158,897.00	100.0%	0.00	0.00
None	000180	Roofing Material	295,805.00	0.00	295,805.00	295,805.00	0.00	0.00	295,805.00	100.0%	0.00	0.00
None	000190	Sheet Metal Labor	37,683.00	0.00	37,683.00	37,683.00	0.00	0.00	37,683.00	100.0%	0.00	0.00
None	000200	Sheet Metal Material	60,191.00	0.00	60,191.00	60,191.00	0.00	0.00	60,191.00	100.0%	0.00	0.00
None	000210	Curb & Pitch Pans Blocking	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000220	Labor	29,830.00	0.00	29,830.00	29,830.00	0.00	0.00	29,830.00	100.0%	0.00	0.00
None	000230	Material	12,785.00	0.00	12,785.00	12,785.00	0.00	0.00	12,785.00	100.0%	0.00	0.00
None	000240	Standard Insurance	10,866.00	0.00	10,866.00	10,866.00	0.00	0.00	10,866.00	100.0%	0.00	0.00
None	000250	Material Escalation	71,120.00	0.00	71,120.00	71,120.00	0.00	0.00	71,120.00	100.0%	0.00	0.00
None	001*B20010-00*50*787275376	ADD: Roofing Material Escalation	0.00	76,018.00	76,018.00	76,018.00	0.00	0.00	76,018.00	100.0%	0.00	0.00
None	002*B20010-00*50*787309421	ADD: Chamberlin - Garage Traffic Coating at Garage Roofs	0.00	8,387.00	8,387.00	8,387.00	0.00	0.00	8,387.00	100.0%	0.00	0.00
None	002*B20010-00*50*787309422	ADD: Chamberlin - Expansion Joints at Garage Roofs	0.00	20,037.00	20,037.00	20,037.00	0.00	0.00	20,037.00	100.0%	0.00	0.00
None	002*B20010-00*50*787309423	ADD: Chamberlin - 2-piece Receiver Flashing	0.00	3,804.00	3,804.00	3,804.00	0.00	0.00	3,804.00	100.0%	0.00	0.00
None	002*B20010-00*50*787309453	DEDUCT: Chamberlin - Convention Center Reduction - Per PR02 Pricing (SS)	0.00	(20,986.00)	(20,986.00)	(20,986.00)	0.00	0.00	(20,986.00)	100.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	003*B20010-00*50*787309517	ADD: Roofing Dry-in Labor: OT Worked 9/23/22 Prior to Rain to Pass Moisture Test	0.00	4,378.00	4,378.00	4,378.00	0.00	0.00	4,378.00	100.0%	0.00	0.00
None	004*B20010-00*50*787336766	004:4139-DEDUCT: Misc Plaster Patching/Repairs - Chamberlin - S-022-3	0.00	(1,200.00)	(1,200.00)	(1,200.00)	0.00	0.00	(1,200.00)	100.0%	0.00	0.00
None	004*B20010-00*50*787336767	004:7206-ADD: DBC/Chamberlin - T&M 3/1 - Backer Rod Due to DBC Panel Misalignment	0.00	1,183.00	1,183.00	1,183.00	0.00	0.00	1,183.00	100.0%	0.00	0.00
None	004*B20010-00*50*787336768	004:7230-ADD: East Side Mech Well Expansion Joint - 5/5 Ticket	0.00	1,313.00	1,313.00	1,313.00	0.00	0.00	1,313.00	100.0%	0.00	0.00
None	005*B20010-00*50*787345193	005:7163.1-ADD: Roofing Material Escalation - Part 2 (Remaining Balance)	0.00	21,030.00	21,030.00	21,030.00	0.00	0.00	21,030.00	100.0%	0.00	0.00
None	005*B20010-00*50*787345194	005:7205-ADD: ACM Coping 24ga	0.00	6,900.00	6,900.00	6,900.00	0.00	0.00	6,900.00	100.0%	0.00	0.00
None	006*B20010-00*50*787345256	006:7208-ADD: Chamberlin - T&M Tickets 3-30,31-23 & 04-10-23 - Expansion L Metal at Parking Garage	0.00	4,092.00	4,092.00	4,092.00	0.00	0.00	4,092.00	100.0%	0.00	0.00
None	006*B20010-00*50*787345257	006:7207-ADD: Chamberlin - T&M 3/1 - Metal Break Metal at Parking Garage	0.00	6,310.00	6,310.00	6,310.00	0.00	0.00	6,310.00	100.0%	0.00	0.00
None	006*B20010-00*50*787345259	006:7095-ADD: Chamberlin - Min. Roofing Walk Pads to meet Manufacturers Warranty	0.00	9,750.00	9,750.00	9,750.00	0.00	0.00	9,750.00	100.0%	0.00	0.00
None	006*B20010-00*50*787359948	006:7234R1-DEDUCT: Chamberlin - Insulation Stainless Jacket Repair - Part 2 (Labor Split)	0.00	(288.00)	(288.00)	(288.00)	0.00	0.00	(288.00)	100.0%	0.00	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	006*B20010-00*50*787359949	006:7234-DEDUCT: Chamberlin - Insulation Stainless Jacket Repair	0.00	(866.00)	(866.00)	(866.00)	0.00	0.00	(866.00)	100.0%	0.00	0.00
None	006*B20010-00*50*787359950	006:4088.1-ADD: Chamberlin - Chamberlin/ZEN/Letsos/Trio - Roofing Repairs	0.00	3,158.00	3,158.00	3,158.00	0.00	0.00	3,158.00	100.0%	0.00	0.00
None	006*B20010-00*50*787359951	006:4048-DEDUCT: Drywall Patching - Leak at Service Elevator Per KJ and Saul DPR DW Repair	0.00	(248.00)	(248.00)	(248.00)	0.00	0.00	(248.00)	100.0%	0.00	0.00
None	007*B20010-00*50*787377113	007:4088-ADD: Chamberlin - Chamberlin/ZEN - Roofing Repairs	0.00	15,424.00	15,424.00	0.00	15,424.00	0.00	15,424.00	100.0%	0.00	0.00
		Grand Totals:	**$1,572,753.00**	**$158,196.00**	**$1,730,949.00**	**$1,715,525.00**	**$15,424.00**	**$0.00**	**$1,730,949.00**	**100.0%**	**$0.00**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$1,572,753.00**	**$158,196.00**	**$1,730,949.00**	**$1,715,525.00**	**$15,424.00**	**$0.00**	**$1,730,949.00**	**100.0%**	**$0.00**	**$0.00**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Shane Hubbard (NAME) in the position of Operations Manager (TITLE)

for Chamberlin Houston, LLC (COMPANY NAME), a Other (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on October 05, 2023 at Houston, Texas (CITY AND STATE).

Shane Hubbard

SIGNATURE

DocuSign Envelope ID: E3F42C8B-21BD-4964-A90B-552934071844

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $101,200.27 payable to Chamberlin Houston, LLC (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 City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted).

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 final 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 up to the date of this waiver and release.

Date 5th day of October, 2023

Chamberlin Houston, LLC (Company name)

By Shane Hubbard (Signature)

Operations Manager (Title)

This instrument was acknowledged before me on the 5th day of October, 2023, by Shane Hubbard, Operations Manager of Chamberlin Houston, LLC for the consideration herein expressed, on behalf of same.

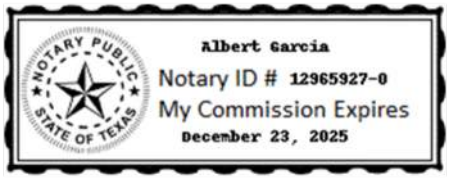
Albert Garcia

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 12/23/25



NOTICE:

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

The signer of this document has been paid in full in the sum of $1,730,949.00 for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description). The signer therefore waives and releases 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.

The signer warrants that the signer has already paid or will use the funds received from this final 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 up to the date of this waiver and release.

Date 5th day of October, 2023

Chamberlin Houston, LLC (Company name)

By _____ (Signature)

Operations Manager (Title)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on the 5th day of October, 2023, by Shane Hubbard, Operations Manager of Chamberlin Houston, LLC for the consideration herein expressed, on behalf of same.

_____

Notary Public in and for the

STATE OF

COUNTY OF

MY COMM. EXP.

ISEC - 08.09

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SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**ISEC Incorporated** **6000 Greenwood Plaza Blvd. Suite 200** **Greewnood Village, Colorado 80111**	**Date:**	**September 11, 2023**
		Application Number:	**15**
		Invoice Number:	**200100029-25**
PHONE:	**303-790-1444**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100029**
		Vendor Number: 10014445 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **09/01/2023** to **09/30/2023**

Contract Summary:

1. Original Subcontract Amount			$	**340,313.00**
2. Approved Subcontract Changes (Attach Change Order)			$	**2,046,114.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$	**2,386,427.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$	**2,386,427.00**
5. Value of Stored Materials:			$	**0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$	**2,386,427.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$	**2,400,535.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$	**(14,108.00)**
9. Less Retention Of	**5.00**%	<	$	**(705.40)**>
10. Amount of This Payment Application (Line 8 - Line 9):			$	**(13,402.60)**

Signature: Chris Bryan

Title: PM

Date: September 11, 2023

DocuSign Envelope ID: 8351E1B2-0D41-4E70-9F31-B469048232C3

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 15
Application Date : 09/11/2023
To : 09/30/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100029-25 **Contract : 200100029**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Project Management	45,030.00	0.00	45,030.00	45,030.00	0.00	0.00	45,030.00	100.0%	2,251.51	0.00
None		Engineering/Submittals	32,601.00	0.00	32,601.00	32,601.00	0.00	0.00	32,601.00	100.0%	1,630.05	0.00
None		Mobilization	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	250.00	0.00
None		Demobilization	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	100.0%	50.00	0.00
None		Level 2 Trim Labor	2,576.00	0.00	2,576.00	2,576.00	0.00	0.00	2,576.00	100.0%	128.80	0.00
None		Level 2 Trim Material	13,972.00	0.00	13,972.00	13,972.00	0.00	0.00	13,972.00	100.0%	698.60	0.00
None		Level 2 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 2 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 2 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 2 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 3 Trim Labor	2,898.00	0.00	2,898.00	2,898.00	0.00	0.00	2,898.00	100.0%	144.90	0.00
None		Level 3 Trim Material	15,718.00	0.00	15,718.00	15,718.00	0.00	0.00	15,718.00	100.0%	785.90	0.00
None		Level 3 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 3 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 3 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 3 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 4 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 4 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 4 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 4 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 4 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 4 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Level 5 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 5 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 5 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 5 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 5 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 5 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 6 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 6 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 6 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 6 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 6 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 6 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 7 Trim Labor	3,462.00	0.00	3,462.00	3,462.00	0.00	0.00	3,462.00	100.0%	173.10	0.00
None		Level 7 Trim Material	18,775.00	0.00	18,775.00	18,775.00	0.00	0.00	18,775.00	100.0%	938.75	0.00
None		Level 7 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 7 Stone Tops Material	8,765.00	0.00	8,765.00	8,765.00	0.00	0.00	8,765.00	100.0%	438.25	0.00
None		Level 7 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 7 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		PS Trim and Paneling Labor	7,225.00	0.00	7,225.00	7,225.00	0.00	0.00	7,225.00	100.0%	361.27	0.00
None		PS Trim and Paneling Material	14,276.00	0.00	14,276.00	14,276.00	0.00	0.00	14,276.00	100.0%	713.80	0.00
None		PS Stone Tops Labor	1,052.00	0.00	1,052.00	1,052.00	0.00	0.00	1,052.00	100.0%	52.60	0.00
None		PS Stone Tops Material	1,568.00	0.00	1,568.00	1,568.00	0.00	0.00	1,568.00	100.0%	78.40	0.00
None		PS Casework Labor	3,810.00	0.00	3,810.00	3,810.00	0.00	0.00	3,810.00	100.0%	190.50	0.00
None		PS Casework Material	12,091.00	0.00	12,091.00	12,091.00	0.00	0.00	12,091.00	100.0%	604.54	0.00
None		K1	90,975.00	0.00	90,975.00	90,975.00	0.00	0.00	90,975.00	100.0%	4,548.75	0.00
None		K2	18,437.00	0.00	18,437.00	18,437.00	0.00	0.00	18,437.00	100.0%	921.85	0.00
None		K3 ADA	5,739.00	0.00	5,739.00	5,739.00	0.00	0.00	5,739.00	100.0%	286.95	0.00
None		K4	1,467.00	0.00	1,467.00	1,467.00	0.00	0.00	1,467.00	100.0%	73.35	0.00
None		K5 ADA	5,739.00	0.00	5,739.00	5,739.00	0.00	0.00	5,739.00	100.0%	286.95	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		K6	6,603.00	0.00	6,603.00	6,603.00	0.00	0.00	6,603.00	100.0%	330.15	0.00
None		QQ1	64,532.00	0.00	64,532.00	64,532.00	0.00	0.00	64,532.00	100.0%	3,226.60	0.00
None		QQ2	3,668.00	0.00	3,668.00	3,668.00	0.00	0.00	3,668.00	100.0%	183.40	0.00
None		QQ3 ADA	15,799.00	0.00	15,799.00	15,799.00	0.00	0.00	15,799.00	100.0%	789.95	0.00
None		QQ4 ADA	2,869.00	0.00	2,869.00	2,869.00	0.00	0.00	2,869.00	100.0%	143.45	0.00
None		QQ5	6,146.00	0.00	6,146.00	6,146.00	0.00	0.00	6,146.00	100.0%	307.30	0.00
None		ES1	14,521.00	0.00	14,521.00	14,521.00	0.00	0.00	14,521.00	100.0%	726.05	0.00
None		ES2	14,521.00	0.00	14,521.00	14,521.00	0.00	0.00	14,521.00	100.0%	726.05	0.00
None		PS1	70,696.00	0.00	70,696.00	70,696.00	0.00	0.00	70,696.00	100.0%	3,534.80	0.00
None		Shop Drawings	18,601.00	0.00	18,601.00	18,601.00	0.00	0.00	18,601.00	100.0%	930.05	0.00
None	001*B20010-00*50*74327244	Millwork - ISEC	0.00	152,428.00	152,428.00	152,428.00	0.00	0.00	152,428.00	100.0%	7,621.40	0.00
None	001*B20010-00*50*74327244	Millwork - ISEC	0.00	1,600,375.00	1,600,375.00	1,600,375.00	0.00	0.00	1,600,375.00	100.0%	80,018.75	0.00
None	002*B20010-00*50*74327595	Millwork - ISEC	(340,313.00)	340,313.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	003*B20010-00*50*787261030	DEDUCT: 3-Meal Ceiling Pre-Fab ilo ISEC Stick Build	0.00	(44,893.00)	(44,893.00)	(44,893.00)	0.00	0.00	(44,893.00)	100.0%	(2,244.65)	0.00
None	004*B20010-00*50*787261039	DEDUCT: Removal of Kitchen Rear Countertop by ISEC (By Mission)	0.00	(8,725.00)	(8,725.00)	(8,725.00)	0.00	0.00	(8,725.00)	100.0%	(436.25)	0.00
None	005*B20010-00*50*787262978	ADD: (ISEC) - Colleague Locker Bench	0.00	19,487.00	19,487.00	19,487.00	0.00	0.00	19,487.00	100.0%	974.35	0.00
None	006*B20010-00*50*787279651	DEDUCT: (ISEC): Credit Vanity w/ Baby Changing Station Change	0.00	(3,011.00)	(3,011.00)	(3,011.00)	0.00	0.00	(3,011.00)	100.0%	(150.55)	0.00
None	007*B20010-00*50*787308877	ADD: ISEC - MT-230 Market Shelving Finish Revision	0.00	1,580.00	1,580.00	1,580.00	0.00	0.00	1,580.00	100.0%	79.00	0.00
None	008*B20010-00*50*787311091	ADD: ISEC - Fridge Opening Filler Panels & Base Infill	0.00	5,336.00	5,336.00	2,668.00	2,668.00	0.00	5,336.00	100.0%	266.80	0.00
None	009*B20010-00*50*787340310	009:4140-DEDUCT: L2 Ceiling Modification Due to Millwork	0.00	(718.00)	(718.00)	0.00	(718.00)	0.00	(718.00)	100.0%	(35.90)	0.00
None	009*B20010-00*50*787340311	009:4143-DEDUCT: Ticket 24095 Level 1 area C drywall patches - 25.1	0.00	(272.00)	(272.00)	0.00	(272.00)	0.00	(272.00)	100.0%	(13.60)	0.00
None	009*B20010-00*50*787340312	009:4149-DEDUCT: Painting Due to Delayed Millwork Installation at L2 Cabinets	0.00	(2,917.00)	(2,917.00)	0.00	(2,917.00)	0.00	(2,917.00)	100.0%	(145.85)	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	009*B20010-00*50*787340313	009:4169-DEDUCT: R&M Paint Impacts Due to Delayed Material - L1 Boradcast, Jr Ballroom Entrance, Ceiling Grand Ballroom at Cove	0.00	(1,194.00)	(1,194.00)	0.00	(1,194.00)	0.00	(1,194.00)	100.0%	(59.70)	0.00
None	009*B20010-00*50*787340314	009:7191-DEDUCT: Interior - L1 Elevator Plywood Stone Wall	0.00	(1,574.00)	(1,574.00)	0.00	(1,574.00)	0.00	(1,574.00)	100.0%	(78.70)	0.00
None	009*B20010-00*50*787340315	009:7191.1-ADJUSTMENT - ADD: Interior (ESTIMATE) - L1 Elevator Plywood Stone Wall	0.00	770.00	770.00	0.00	770.00	0.00	770.00	100.0%	38.50	0.00
None	010*B20010-00*50*787348498	010:4176-ADD: Relocate Market Screen Wall To Align w/ Incorrect Uplight Locations	0.00	1,348.00	1,348.00	0.00	1,348.00	0.00	1,348.00	100.0%	67.40	0.00
None	011*B20010-00*50*787348493	011:7247-ADD: Cutting Metal Rods @ 3-Meal Restaurant	0.00	2,022.00	2,022.00	0.00	2,022.00	0.00	2,022.00	100.0%	101.10	0.00
None	012*B20010-00*50*787350582	012:4164-DEDUCT: ECC Addition Cleaning - ISEC Impact - Lobby, Pre-Function, Ballroom	0.00	(5,243.00)	(5,243.00)	0.00	(5,243.00)	0.00	(5,243.00)	100.0%	(262.15)	0.00
None	012*B20010-00*50*787350583	012:7241-DEDUCT: Ticket 24105 - Lvl 1 Elev Lobby (ISEC) 30%	0.00	(338.00)	(338.00)	0.00	(338.00)	0.00	(338.00)	100.0%	(16.90)	0.00
None	013*B20010-00*50*787371064	013:4093-Deduct: (ISEC) - Additional Wood Slat Ceiling Support/Blocking	0.00	(3,780.00)	(3,780.00)	0.00	(3,780.00)	0.00	(3,780.00)	100.0%	(189.00)	0.00
None	014*B20010-00*50*787371432	014:4103-ADD: ISEC - Added Market Doors	0.00	7,521.00	7,521.00	0.00	7,521.00	0.00	7,521.00	100.0%	376.05	0.00
None	015*B20010-00*50*787371435	015:4163-ADD: (IESC) - Wine Display Valance	0.00	700.00	700.00	0.00	700.00	0.00	700.00	100.0%	35.00	0.00
None	015*B20010-00*50*787371436	015:7237-ADD: CO 15 - Field modify Lobby beams due to ceiling changes	0.00	4,493.00	4,493.00	0.00	4,493.00	0.00	4,493.00	100.0%	224.65	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	015*B20010-00*50*7873714377	015:7237-ADD: CO 18 ADA Bench Modifications	0.00	4,351.00	4,351.00	0.00	4,351.00	0.00	4,351.00	100.0%	217.55	0.00
None	016*B20010-00*50*7873714447	016:4167-DEDUCT: Labor Reconciliation - SEC - Schedule and Material Deficiency Notice	0.00	(21,945.00)	(21,945.00)	0.00	(21,945.00)	0.00	(21,945.00)	100.0%	(1,097.25)	0.00
		Grand Totals:	**$340,313.00**	**$2,046,114.00**	**$2,386,427.00**	**$2,400,535.00**	**$(14,108.00)**	**$0.00**	**$2,386,427.00**	**100.0%**	**$119,321.37**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$340,313.00**	**$2,046,114.00**	**$2,386,427.00**	**$2,400,535.00**	**$(14,108.00)**	**$0.00**	**$2,386,427.00**	**100.0%**	**$119,321.37**	**$0.00**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Chris Bryan (NAME) in the position of PM (TITLE)

for ISEC Incorporated (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment
Impact Stone	Stone and Solid Surface Tops	$146,076.00	$0.00

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2023 at Greenwood Village, Colorado (CITY AND STATE).

Chris Bryan

SIGNATURE

DocuSign Envelope ID: 8351E1B2-0D41-4E70-9F31-B469048232C3

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $(13,402.60) payable to ISEC Incorporated (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 City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (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).

Date 11th day of September, 2023

ISEC Incorporated (Company name)

By Chris Bryan (Signature)

PM (Title)

This instrument was acknowledged before me on the 11th day of September, 2023, by Chris Bryan, PM of ISEC Incorporated for the consideration herein expressed, on behalf of same.

Shana Egolinsky

Notary Public in and for the

STATE OF TEXAS

COUNTY OF KENDALL

MY COMM. EXP. 06/19/25



CITY OF CONROE

Workshop

Item Type: Presentation

Meeting Date: 11/08/2023
Department: Human Resources
Contact: Andre Houser, Human Resources Director
Submitted By: Andre Houser, Human Resources Director

A. Houser

Joint Meeting: No Joint Meeting

Description

Discuss purchase in excess of $50,000 for stop loss insurance.

Summary / Recommendation

Stop loss insurance for FY 2024 for health plan was approved on October 26th. This purchase will be in excess of $50,000; the contract is with Stealth/Optum for $2,128,239. Approval is needed to make that expenditure so purchase order can be prepared. Staff recommends approval.

Fiscal Impact

Expenditure Amount:	$2,128,239
Revenue Amount:	
Account Number:	081-8100-8060
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Meeting Date: 11/08/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Bid Award

C. Bogert

Joint Meeting: No Joint Meeting

Description
Discuss the bids for Water Plant No. 30 - Moran Ranch.

Summary/Recommendation
This project includes construction of a water plant consisting of a 1,500-gpm Jasper well, a one (1.0) million-gallon Composite Elevated Water Storage Tank, a precast building for motor control center and disinfection systems; a 600-kW emergency generator, SCADA & electrical works, site fencing, yard piping, site grading, driveway and site paving, site restoration and miscellaneous related works. On October 19, three (3) bids were received, and the committee reviewed and scored each bid. Staff recommends the project be awarded to W.W. Payton Corporation in the amount of $11,500,000 to be substantially complete in 600 days.

1. Is the request necessary?
Yes, additional water is needed in area.

2. Why was the item not budgeted in the normal budget process?
This project was budgeted, but bids came in higher than estimated. Using unallocated funds for overage. 501 ($384K), 502 ($527K), 505 ($8000), 506 ($710K), 508 ($88,181)

3. Why can a transfer not be made within the department?
No, this is a capital expense.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $1,717,181	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	1,717,181					1,717,181
Total	$1,717,181	**$**	**$**	**$**	**$**	$1,717,181
Net Impact	**($1,717,181)**	**$**	**$**	**$**	**$**	**($1,717,181)**

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

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

Fiscal Impact

Expenditure Amount: $11,500,000

Revenue Amount: $0

Account Number: Multiple - See Below
Budget Amendment Required Y/N: Y
Financial Review Complete:
Financial Review Notes:
508-8040-9030-I53 = $9,382,819
509-8040-9030-I53=$400,000
Unallocated Funds - 501 ($384K), 502 ($527K), 505 ($8000), 506 ($710K), 508 (88,181)

Attachments

Bid Tabulation
CIP Sheet

CITY OF CONROE ENGINEERING **Water Plant #30 - Moran Ranch**	**W.W. Payton Corporation**	**Wharton-Smith, Inc.**	**Industrial TX Corp.**
Base Bid:	$ 11,500,000.00	$ 11,847,145.00	$ 12,525,000.00
Days:	600	630	730
Score:	94	90	84

Best Value: W.W. Payton Corportation

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Plant - Moran Ranch - Developer Agreement

Project Code: I53 **Rank:** C

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

Start Date: 2022-01-01 **Completion Date:** 2024-09-30

Location: Moran Ranch

Project Summary: Install water plant with Elevated storage Tank. Possible Developer Agreement for the City to reimburse cost to the developer.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	400,000	-	-	-	-	-	400,000
Total Funding Source	**-**	**$400,000**	**-**	**-**	**-**	**-**	**-**	**$400,000**
Expenditure								
Improvements >$10,000	9,456,000	400,000	-	-	-	-	-	9,856,000
Total Expenditure	**$9,456,000**	**$400,000**	**-**	**-**	**-**	**-**	**-**	**$9,856,000**

Operating Impacts

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

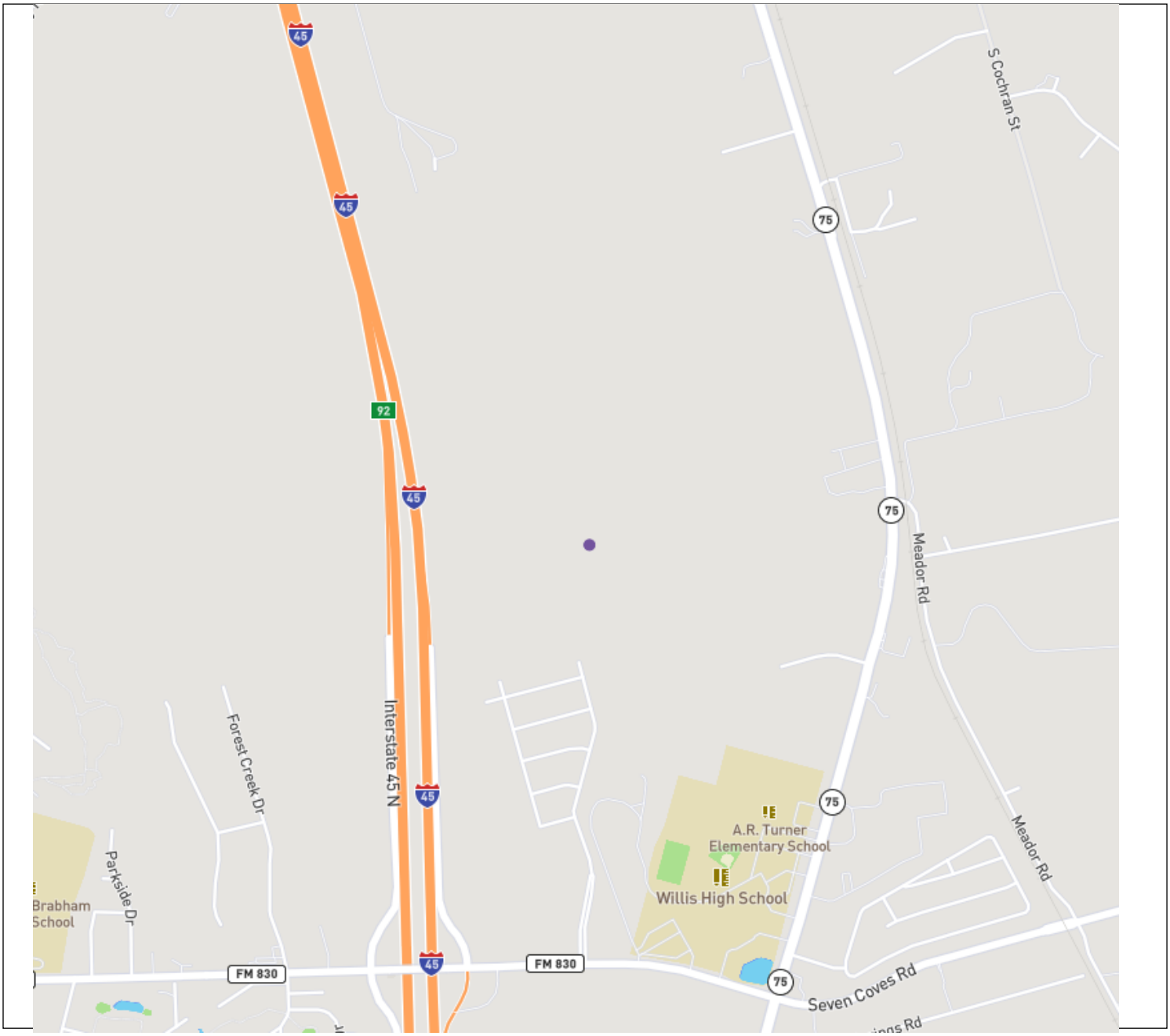
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Plant - Moran Ranch - Developer Agreement

Project Code: I53

Project Type: Water

Project Map:



Meeting Date: 11/08/2023
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

Workshop

Item Type: Presentation

N. McGuire

Joint Meeting: No Joint Meeting

Description
Discuss Payment to UD#3 & UD#4.

Summary/Recommendation
This will be for the 25% of the engineering/capital project fees pertaining to the expansion of the WWTP. Staff reccomends approving the payment to UD#3 & UD #4 in the amount of $1,850,000.00.

1. Is the request necessary?
Yes

2. Why was the item not budgeted in the normal budget process?
Expansion was still being negotiated.

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

Source of Funds & Amount of Amendment Needed:

Reserves: $1,850,000.00	Grants: $
Bond Proceeds: $	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	$1,850,000.00					$1,850,000.00
Total	**$1,850,000.00**	**$**	**$**	**$**	**$**	**$1,850,000.00**
Net Impact	**($1,850,000.00)**	**$**	**$**	**$**	**$**	**($1,850,000.00)**

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

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

Fiscal Impact

Expenditure Amount: $1,850,000.00
Revenue Amount:
Account Number: 002-2900-8060
Budget Amendment Required Y/N: Y
Financial Review Complete: CS
Financial Review Notes:

Attachments

UD#3 & UD#4 Payment

Protocol Bookkeeping, Inc.

MONTGOMERY COUNTY UD 3&4 WWTP
C/O PROTOCOL BOOKKEEPING, INC.
1506 Whispering Pines
Houston, Tx. 77055
Phone 713-686-0860
Fax 713-681-9645
protocolbookkeeping@gmail.com

Vendor # 08214

8/30/2023

City of Conroe
ATTN: City Secretary
P.O. Box 3066
Conroe, Texas 77305
Fax# : 936-522-3009

Re: Section 4.04 of the Strategic Partnership Agreements (SPA's) between Montgomery County UD#3 and UD #4 and the City of Conroe. Capacity Reservation Fee

The Capacity Reservation Fee shall be paid based on the Non-Flow Related WWTP expenses in the budget adopted by the Operation Committee (Attached) for the upcoming calander year and subject to "true up" to actual costs as provided in Section 4.04 (c) of the SPA's. The allocation factors shown in Section B4.02 of Appendix B were applied to determine the Non-Flow Related WWTP Expenses.

25% of Non-Flow Related \$7,878,950 $1,969,737.50

Payment is to be made to Montgomery County UD #3 for deposit into the WWTP Account for the benefit of both Districts as described in the SPA's

119,737.50 paid
EFT# 14284
10/26/23

Please Issue Wire payable to Montgomery County UD #3
Beneficiary: Montgomery County UD #3 & #4
Address: c/o Protocol Bookkeeping, Inc.
1506 Whispering Pines Dr. Houston, Texas 77055
Bank: Central Bank
Address: 11201 Clay Road, Houston, Texas 77041
ABA#: 113001077
ACCT: 6030769

$1,850,000.00
AMT Due for Capital Improvement

002-2900-8060

MC3 WWTP
2024 Budget

Approved 2024 WWTP Budget	Revenue		Flow - Related		Non-Flow Related
Income					
4203 · MCUD #3 Contract Payments	3,067,848				
4204 · MCUD #4 Contract Payments	3,056,364				
4205 - City of Conroe Monthly Charges					
5380 - Interest Revenue					
5400 - CAPACITY RES FEE	1,969,738				
Total Income	8,093,950				
Expense		%		%	
6221 · AUDIT FEES STP	4,250			100	4,250
6222 · ENGINEERING	26,000			100	26,000
6224 · LABORATORY EXPENSE	65,000			100	65,000
6226 · PERMIT FEES	5,000			100	5,000
6230 · SLUDGE MANAGEMENT	115,000	100	115,000		0
6232 · OPERATOR CONTRACT	69,000			100	69,000
6233 · BOOKKEEPING	15,000			100	15,000
6234 · MOWING FACILITIES	10,000			100	10,000
6235 · MAINTENANCE AND REPAIRS	200,000			100	200,000
6240 · OFFICE EXPENSE	2,000			100	2,000
6242 · CHEMICALS	50,000	100	50,000		0
6252 · UTILITIES	100,000	50	50,000	50	62,500
6253 · INSURANCE (Apportioned)	25,000			100	25,000
6331 · MANAGEMENT FEE (Directors)	7,200			100	7,200
6350 · CAPITAL OUTLAY	7,400,000			100	7,400,000
6358 · MISC. EXPENSE	500			100	500
Total Expense	8,093,950		215,000		7,878,950
Net Income	0				

Less Cap. Outlay 7400,000

478,950

x 25%

$ 119,737.50

NON FLOW RELATED ITEMS		7,878,950
BILL TO CITY OF CONROE @ 25% of NON Flow Related items		1,969,738
This includes the following for the WWTP Improvement project of $7,000,000 construction and $400,000 of remaining Engineering Fees COC	MC3	2,775,000
	MC4	2,775,000
	COC	1,850,000
	Total	7,400,000

NOTE: $1850,000.00 for COC portion of capital outlay is held for engineering review and is not being paid on 10.30.23 payment

* AMT DUE
002-2900-8060

Meeting Date: 11/08/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Hearing

Item Type: Hearing

N. Mikeska

Joint Meeting: No Joint Meeting

Description

Conduct a Public Hearing for two 2023 Direct Annexation Parcel of Land known as: Parcel 2023-04, FM 2854 Development, approximately 64.66 acres; located North of FM 2854 Rd., East of Woodmark Subdivision, and West of N Loop 336 W.; and 2023-05 MacKenzie Creek Section 5, approximately 19.98 Acres, located North of Creighton Rd., East of S Loop 336 E and West of FM 3083 Rd.

Summary / Recommendation

Conduct a Public Hearing for two 2023 Direct Annexation Parcel of Land known as: Parcel 2023-04, FM 2854 Development, approximately 64.66 acres; located North of FM 2854 Rd., East of Woodmark Subdivision, and West of N Loop 336 W.; and 2023-05 MacKenzie Creek Section 5, approximately 19.98 Acres, located North of Creighton Rd., East of S Loop 336 E and West of FM 3083 Rd.

Attachments

Request for Annexation 2023 04
M & B 2023 04
Site Plan
Request for Annexation 2023 05
M & B 2023 05
Site Plan 2023 05

Request for Voluntary Annexation to the City Limits

BBR Design & Construction Inc, a Texas Corporation
8 Emory Oak Ct,
The Woodlands, TX 77381

To whom it may concern,

As the owner of the below-referenced property, I would like the City Council to consider my request for annexation. The property in question is located at 0 Fm 2854 Rd, Conroe TX 77304 (A0009 Corner Mary, Tract 14-A). The property is currently undeveloped. The size of the tract is 64.702 acres, and it is contiguous to the city limits.

The tax evaluation data for the property is as follows:

1. Tax Parcel Number(s): 0009-00-01400
2. Owner(s) as listed on Deed: BBR Design & Construction Inc, a Texas Corporation
3. Tax Value (by parcel): $1,150,830

Enclosed, please find the following information:

1. Copy of Survey and Legal Description of the Property;
2. Metes / Bounds of the Property;
3. Copy of All Deeds for the Area to Be Annexed to verify ownership;
4. Locator Map.

Any additional information may be obtained by contacting Juan Salcedo at 832-642-2897.

Sincerely,
BBR Design & Construction Inc, a Texas Corporation

PEDRAZA SURVEYING

31211 Birch Mills Dr, Hockley, TX 77447 | Phone No. (832) 434-1969 | TBPELS Reg. No. 10194739

METES AND BOUNDS DESCRIPTION
64.66-ACRE TRACT IN THE MARY CORNER LEAGUE, A-9
MONTGOMERY COUNTY, TEXAS

Being a 64.66-acre (2,816,432 square foot) tract of land in the Mary Corner League, Abstract 9, same being all of that called 64.0727-acre tract conveyed to Dena Kay Rogers by Montgomery County Clerk's File (M.C.C.F.) No. 2022011740 of the Official Public Records of Real Property (O.P.R.R.P.), same being described as that named Parcel "C" conveyed to Beatrice Steussy Huber by M.C.C.F. No. 8553852 O.P.R.R.P., and being more particularly described by metes and bounds as follows (All bearings referenced hereon are based on the Texas State Plane Coordinate System of 1983, Central Zone (2011 Adjustment)):

COMMENCING at a 1/2" iron rod found lying on the north right-of-way (R.O.W.) line of Farm To Market (FM) Highway No. 2854 (Called 110' R.O.W. by TXDOT R.O.W. Project Control No. 2744-1 & 2), marking the southeast corner of a called 19.9202-acre tract conveyed to Sam H. Steussy, Jr. by M.C.C.F. No. 8553852 O.P.R.R.P., from which a 5/8" iron rod found bears North 87° 03' 04" West a distance of 2,302.24';

THENCE along said north R.O.W. line, South 87° 03' 04" East, a distance of 285.90' to a 3/4" iron rod found for the southeast corner of Woodmark, Section One Replat, a subdivision recorded under M.C.C.F. No. 2012079067 O.P.R.R.P., for the southwest corner of said 64.0727-acre tract, and marking the **POINT OF BEGINNING** of the herein described tract;

THENCE departing said north R.O.W. line, along the common line of said Woodmark, Section One Replat and said 64.0727-acre tract, North 06° 54' 30" East, passing at a distance of 492.9' a 1/2" iron rod found on line, and continuing for a total distance of 522.50' (called North 09° 32' 06" East 522.98') to a 3/4" iron rod found for angle point on the east line of said Woodmark, Section One Replat, the west line of said 64.0727-acre tract, and the west line of the herein described tract;

THENCE along the common line of said Woodmark, Section One Replat and said 64.0727-acre tract, the east line of Woodmark, Section Two Final Plat, a subdivision recorded under M.C.C.F. No. 2013012360 O.P.R.R.P., and the east line of Woodmark, Section Three Final Plat, a subdivision recorded under M.C.C.F. No. 2014006057 O.P.R.R.P., North 02° 43' 59" East, a distance of 2,457.40' (called North 05° 13' 18" East 2,458.29') to a 3/4" iron rod on the south line of a called 75.608-acre tract conveyed to Ismael Zarco Sanchez and Alejandro Zarco Monge M.C.C.F. No. 2022058482 O.P.R.R.P., for the northeast corner of said Woodmark, Section Three Final Plat, for the northwest corner of said 64.0727-acre tract, and the northwest corner of the herein described tract, from which a found iron rod with cap stamped "MOYER SURVEYING 5656" bears South 87° 30' 38" West 93.64';

THENCE along the south line of said 75.608-acre tract and the north line of said 64.0727-acre tract, North 85° 38' 51" East, a distance of 424.06' (called North 88° 08' 12" East 424.10') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking an angle point on the

south line of said 75.608-acre tract, the north line of said 64.0727-acre tract, and the north line of the herein described tract;

THENCE continuing along the south line of said 75.608-acre tract and the north line of said 64.0727-acre tract, North 83° 32' 05" East, a distance of 532.13' (called North 86° 01' 26" East 533.79') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking the northwest corner of a called 99.732-acre tract conveyed to 11400 FM 2854, LLC by M.C.C.F. No. 2016061231 O.P.R.R.P., the northeast corner of said 64.0727-acre tract, and the northeast corner of the herein described tract;

THENCE departing the south line of said 75.608-acre tract, along the east line of said 64.0727-acre tract the following courses and distances:

South 04° 52' 36" East, a distance of 175.40' (called South 02° 20' 16" East 176.46') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking an angle point on the east line of the herein described tract;

South 02° 43' 58" East, a distance of 910.62' (called South 00° 11' 38" East 910.66') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking an angle point on the east line of the herein described tract;

South 03° 26' 01" East, a distance of 1,053.54' (called South 00° 53' 41" East 1,053.59') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking an angle point on the east line of the herein described tract;

South 03° 01' 12" East, a distance of 356.59' (called South 00° 28' 52" East 356.61') to an iron axle found for a southwest corner of said 99.732-acre tract, for the southeast corner of said 64.0727-acre tract, and the southeast corner of the herein described tract;

THENCE along the south line of said 64.0727-acre tract, South 87° 24' 32" West, a distance of 372.05' (called South 89° 56' 52" West 372.07') to an iron pipe found for an angle point on the south line of said 64.0727-acre tract, and an angle point on the south line of the herein described tract;

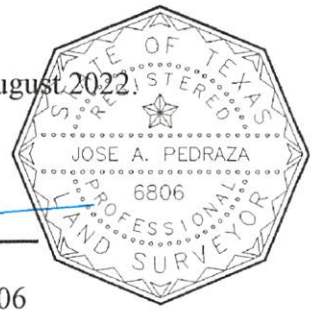
THENCE continuing along the south line of said 64.0727-acre tract, South 87° 07' 47" West, passing at a distance of 142.6' an iron rod found, continuing for a total distance of 561.70' (called South 89° 40' 07" West 562.25') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" marking an angle point on the south line of said 64.0727-acre tract, and an angle point on the south line of the herein described tract;

THENCE continuing along the south line of said 64.0727-acre tract, South 07° 02' 02" West, a distance of 546.51' (called South 09° 32' 06" West 547.47') to a 5/8" iron rod set with cap stamped "PEDRAZA SURVEYING" on said north R.O.W. line, marking an angle point on the south line of said 64.0727-acre tract, and an angle point on the south line of the herein described tract;

THENCE continuing along the south line of said 64.0727-acre tract and along said north R.O.W. line, North 87° 03' 04" West, a distance of 272.59' (called North 84° 33' 00" West 272.60') back to the point of beginning; containing 64.66 acres (2,816,432 square feet) (called 64.0727 acres) of land.

This metes and bounds description is accompanied by a survey drawing of even date.

WITNESS my hand and seal this 3rd day of August 2022.



Jose Angel Pedraza, RPLS, PMP, EIT
Registered Professional Land Surveyor No. 6806



1:9,028
30.323 | -95.526

ENGINEERING
MANAGEMENT, LLC

July 19, 2023

Parcel #: 0370-00-00104
Parcel ID: R222198

Ms. Nancy Mikeska & City Staff:

Tejas Engineering Management, LLC is requesting the voluntary annexation into the official city limits of Conroe, Tx on behalf of our client Mr. Jose Betancourt (Creekside Court Development LP). With this annexation request we plan to develop eighty (80) 45' single family residential lots. The subject property is surveyed to be **19.9822 ACRES (870,425 SQ. FT.)** along **"Creighton Rd"** within the Conroe ETJ.

Additionally, this project has been committed to the annexation into Conroe MMD #2.

Should there be any questions please contact:

Nicholas Eppolito
nre@tejasem.com
(832)964-8322



Jose Antonio Betancourt

President- Creekside Court Development LP

SUBJECT TRACT DESCRIPTION:

Being a 19.9822 acres (870,425 square feet) of land situated in the Alexander McCowan Survey, A-370 of Montgomery County, Texas being all of a called 20.00 acre tract of land as described in an instrument to Ferdinand F. Boudreau, III, et. ux., recorded under Clerk's File Number (C.F.N.) 9232686 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), said 19.9822 acre tract of land being more particularly described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), Central Zone (4203) and referenced to monuments found along the West line of a called 4.498 acre tract of land as cited herein:

COMMENCING at a 3/4 inch iron pipe found for the South corner of a called 4.498 acre tract of land as described in an instrument to Lucio Popoca, et. ux., recorded under C.F.N. 2007047051 of the O.P.R. M.C.T., same being the East corner of a called 1.500 acre tract of land as described in an instrument to Carlos Cruz, recorded under C.F.N. 2001-027018 of the O.P.R. M.C.T., lying on the Northwest right-of-way line of Creighton Road (100 foot wide public right-of-way);

THENCE North 71°10'41" East, along and with the Southeast line of said 4.498 acre tract and the Northwest right-of-way line of said Creighton Road, a distance of 274.72 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the South corner and POINT OF BEGINNING of the herein described tract and said 20.00 acre tract, same being the East corner of said 4.498 acre tract;

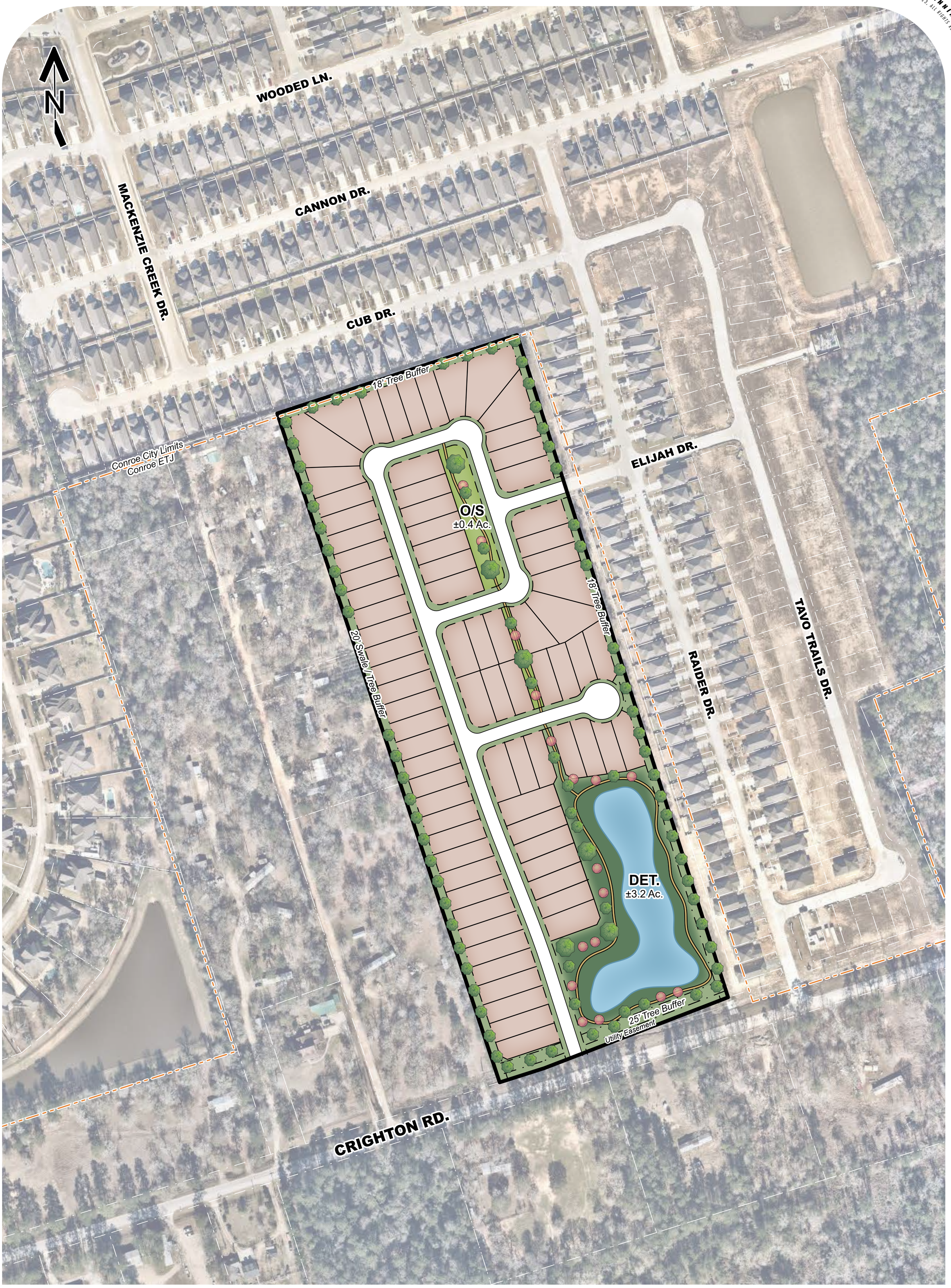
THENCE North 18°24'24" West, along and with the common line of said 4.498 acre tract and said 20.00 acre tract, a distance of 1,583.99 feet to a 1/2 inch iron rod found for the West corner of the herein described tract and said 20.00 acre tract, same being the North corner of a called 2.00 acre tract of land as described in an instrument to Jose Eledio Olmos, et. al., recorded under C.F.N. 2003064482 of the O.P.R. M.C.T., lying on the Southeast line of Lot 4, Block 2 as shown on the plat of MACKENZIE CREEK SECTION 2, a subdivision per plat recorded under Cabinet Z, Sheet 6923 of the Map Records of Montgomery County, Texas;

THENCE North 71°06'12" East, along and with the Northwest line of said 20.00 acre tract and a Southeast line of said MACKENZIE CREEK SECTION 2, passing at a distance of 10.01 feet a 1/2 inch iron rod with cap found for East corner of said Lot 4 and continuing for a total distance of 549.15 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the North corner of the herein described tract and said 20.00 acre tract, same being the West corner of Restricted Reserve “D” of said MACKENZIE CREEK SECTION 2, lying on the Southeast line of Lot 18, Block 2 of said MACKENZIE CREEK SECTION 2, from which a 1/2 inch iron rod with cap found bears North 71°06'12" East, a distance of 20.86 feet for the East corner of said Lot 18 and the South corner of Lot 19, Block 2 of said MACKENZIE CREEK SECTION 2;

THENCE South 18°26'36" East, along and with the Northeast line of said 20.00 acre tract and the Southwest line of said Restricted Reserve “D”, a distance of 1,583.29 feet to a 5/8 inch iron rod with cap stamped “Core Land Surveying” set for the East line of the herein described tract and said 20.00 acre tract, same being the South corner of said Restricted Reserve “D”, lying on the Northwest right-of-way line of said Creighton Road;

THENCE South 71°01'54" West, along and with the Southeast line of said 20.00 acre tract and the Northwest right-of-way line of said Creighton Road, distance of 550.17 feet to the POINT OF BEGINNING and containing a computed 19.9822 acres (870,425 square feet) of land.

META PLANNING + DESIGN
©2023, ALL RIGHTS RESERVED



LOT SUMMARY

	45'x120'	80 LOTS	100%
TOTAL		**80 LOTS**	

OPTION B

a schematic development plan for

CRIGHTON RD.

±20.7 ACRES OF LAND

prepared for

TEJAS ENGINEERING MGMT

META PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 50 100 200

HOU-59001
FEBRUARY 9, 2023

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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META PLANNING + DESIGN

Meeting Date: 11/08/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Ordinance, Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discussion and approval of an Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023A; Awarding the Sale Thereof; and Containing Matters Incident Thereto.

Summary / Recommendation

Attached to this agenda item is a draft of an ordinance that will authorize the issuance of the 2023A Certificates of Obligation (COs) for projects approved in the FY 23-24 Capital Improvement Program (CIP). The issuance will be approximately $8,385,000, plus administrative costs. Also attached is a list of projects that will be funded by the 2023A COs, as well as a copy of the Preliminary Official Statement. The present estimate of cost is listed by each project. John Robuck of BOK Financial Securities, Inc., recommends that the bond sale be negotiated, due to current market conditions. Delivery of the bonds is expected on December 7, 2023. It is recommended: that the City Council approve the Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023A; Awarding the Sale Thereof; and Containing Matters Incident Thereto.

Fiscal Impact

Expenditure Amount:	TBD
Revenue Amount:	$8,385,000
Account Number:	Fund 610
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

2023A Authorizing Ordinance
2023A Project List

ORDINANCE NO. _____

ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF CONROE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023A; AWARDING THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO

WHEREAS, the City of Conroe, Texas (the "City"), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code Chapter 271, Subchapter C, as amended (the "Act"), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) the acquisition, construction, improvement, expansion, rehabilitation and repair of City streets, alleys, bridges and sidewalks; (2) the construction, improvement, expansion, rehabilitation and repair of City traffic signals and traffic signal systems; (3) the improvement and equipment of Westside Recreation Center; (4) parks and recreation improvements; (5) the improvement, rehabilitation and repair of the City's drainage system; and (6) the cost of professional services incurred in connection therewith.

WHEREAS, the City Council authorized the publication of a notice of intention to issue Certificates of Obligation, Series 2023A (the "Certificates") on the 14th day of September, 2023, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) a limited pledge of $1,000 of the surplus revenues of the City's water and sewer system (the "Water and Sewer System"), in the maximum aggregate principal amount of $8,385,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof;

WHEREAS, such notice was published at the times and in the manner required by the Act;

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before November 9, 2023, or the date of passage of this Ordinance.

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, as amended, to pledge the revenues of the Waterworks and Sewer System to the payment of certificates.

WHEREAS, the City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CONROE:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

"Act" shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

"Attorney General" shall mean the Attorney General of the State of Texas.

"Bond Purchase Agreement" means the agreement between the City and the Underwriters providing for the sale of Bonds as provided pursuant to Section 6.1 of this Ordinance.

"Certificate" or "Certificates" shall mean any or all of the City of Conroe, Texas Certificates of Obligation, Series 2023A, authorized by this Ordinance.

"City" shall mean the City of Conroe, Texas and, where appropriate, its City Council.

"City Council" shall mean the governing body of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Construction Fund" shall mean the Certificates of Obligation, Series 2023A Construction Fund established by the City and described in Section 4.3 of this Ordinance.

"Debt Service Fund" shall mean the Certificates of Obligation, Series 2023A Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

"DTC" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Fiscal Year" shall mean the City's then designated fiscal year, which currently is the twelve month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

"Interest Payment Date," when used in connection with any Certificate, shall mean March 1, 2024 and each September 1 and March 1 thereafter until maturity or earlier redemption of such Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" shall mean this Ordinance and all amendments hereof and supplements hereto.

"Outstanding", when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

"Record Date" shall mean the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable Interest Payment Date.

"Register" shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

"Registered Owner" shall mean the person or entity in whose name any Certificate is registered in the Register.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Underwriters" means FHN Financial Capital Markets, Estrada Hinojosa & Company, Inc., and Raymond James & Associates, Inc.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

Section 1.3: Recitals Incorporated. The recitals to this Ordinance are hereby approved by the City Council and incorporated into and made a part of this Ordinance.

ARTICLE II

TERMS OF THE CERTIFICATES

Section 2.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total

authorized aggregate principal amount of _____ MILLION _____ THOUSAND AND NO/100 DOLLARS ($_____) for the purpose of providing all or part of the to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) the acquisition, construction, improvement, expansion, rehabilitation and repair of City streets, alleys, bridges and sidewalks; (2) the construction, improvement, expansion, rehabilitation and repair of City traffic signals and traffic signal systems; (3) the improvement and equipment of Westside Recreation Center; (4) parks and recreation improvements; (5) the improvement, rehabilitation and repair of the City's drainage system; and (6) the cost of professional services incurred in connection therewith.

Section 2.2: Designation, Date and Interest Payment Dates. The Certificates shall be designated as the "City of Conroe, Texas Certificates of Obligation, Series 2023A," and shall be dated December 1, 2023. The Certificates shall bear interest at the rates set forth in Section 2.3 below, from the later of the date of the delivery thereof to the Underwriters or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 2024, and each September 1 and March 1 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 2.3: Numbers, Denomination, Interest Rates and Maturities. The Certificates shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on March 1 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of $5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

Bond Number	Maturity (March 1)	Principal Amount	Interest Rate
R-1	2024	$	%
R-2	2025		
R-3	2026		
R-4	2027		
R-5	2028		
R-6	2029		
R-7	2030		

Bond Number	Maturity (March 1)	Principal Amount	Interest Rate
R-8	2031		
R-9	2032		
R-10	2033		
R-11	2034		
R-12	2035		
R-13	2036		
R-14	2037		
R-15	2038		
R-16	2039		
R-17	2040		
R-18	2041		
R-19	2042		
R-20	2043		

Section 2.4: Redemption Prior to Maturity. (a) The City reserves the right, at its option, to redeem prior to maturity the Certificates maturing on or after March 1, 2034 in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on March 1, 2033 or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) Certificates may be redeemed in part only in integral multiples of $5,000. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 2.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF

CERTIFICATES set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

Section 2.6: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal or thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 2.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal

amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 2.9: Book-Entry Only System. The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.11 hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant or any other person, other than a Certificate holder, as shown on the Register, of any notice with respect to the Certificates, including any notice

of redemption or (c) the payment to any DTC Participant or any other person, other than a Certificate holder as shown in the Register, of any amount with respect to principal of Certificates, premium, if any, or interest on the Certificates.

Except as provided in Section 2.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.10: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 2.11: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (b) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate holders transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 2.12: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in

connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 2.13: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

ARTICLE III

FORM OF CERTIFICATES

The form of the Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate and Form of Assignment shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations, including an insurance legend or statement, if any, as may be necessary or desirable and not prohibited by this Ordinance.

ARTICLE IV

SECURITY FOR THE CERTIFICATES

Section 4.1: Pledge and Levy of Taxes and Revenues. (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) In addition, the principal and interest on the Certificates shall be payable from and secured by a limited, subordinate lien on and pledge of $1,000 of the surplus net revenues of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

(d) To pay the interest coming due on the Certificates prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby

certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 4.2: Debt Service Fund. The Certificates of Obligation, Series 2023A Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Construction Fund. The Certificates of Obligation, Series 2023A Construction Fund (the "Construction Fund") is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Certificates is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 4.4: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor or Mayor Pro Tem to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver

such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the Registered Owners of the Certificates, and shall be disbursed in accordance with this Ordinance.

Section 5.3: Certificates Presented. Subject to the provisions of Section 5.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

Section 6.1: Sale of Certificates; Execution of Bond Purchase Agreement. The Certificates are hereby sold and shall be delivered to the Underwriters at a price of $_____ (representing the par amount of the Certificates of $_____, plus a reoffering premium of $_____, and less an Underwriters' discount of $_____) in accordance with the terms of the Bond Purchase Agreement presented to and hereby approved by the City Council, in substantially the form attached hereto as Exhibit C, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor, Mayor Pro Tem and other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City, and the Mayor, Mayor Pro Tem and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The initial Certificates shall be registered in the name of FHN Financial Capital Markets.

Section 6.2: Approval, Registration and Delivery. The Mayor or Mayor Pro Tem is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor or Mayor Pro Tem and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.3: Offering Documents; Ratings. The City hereby approves the form and contents of the Preliminary Official Statement, attached hereto as Exhibit D and the final Official Statement, attached hereto as Exhibit E, dated as of the date hereof, relating to the Certificates, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Underwriter, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Certificates that was deemed "final" by an authorized official of the City except for the omission of no more than the

information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

Further, the City Council hereby ratifies, authorizes and approves the actions of the Mayor, Mayor Pro Tem, the City's financial advisor and other consultants in seeking ratings on the Certificates from Moody's Investor's Service, Inc. and Standard & Poor's Global Ratings and such actions are hereby ratified and confirmed.

Section 6.4: Application of Proceeds of Certificates. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(1) Accrued interest and additional proceeds in the amount of $0.00 shall be deposited into the Debt Service Fund created in Section 4.2 of this Ordinance;

(2) A portion of the proceeds in the amount of $_____ shall be applied to pay expenses arising in connection with the issuance of the Certificates, including the Underwriters' Discount;

(3) Proceeds in the amount of $_____ shall be deposited into the Construction Fund created in Section 4.3 of this Ordinance; and

(4) Any proceeds of the Certificates remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

Section 6.5: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(1) The City will use all of the proceeds of the Certificates to (i) provide funds for the purposes described in Section 2.1 of this Ordinance, which will be owned and operated by the City and (ii) to pay the costs of issuing the Certificates. The City will not use any portion of the proceeds of the Certificates to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(2) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Certificates to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(3) Principal of and interest on the Certificates will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Certificates.

(4) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(5) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.

(6) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Certificates to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(7) The City represents that not more than fifty percent (50%) of the proceeds of the Certificates will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purpose of the Certificates within the three-year period beginning on the date of issue of the Certificates.

(8) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any

gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(9) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Certificates not been relevant to either party.

(10) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.

(11) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(12) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Certificates and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Certificates, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(13) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder, and may be relied upon by the Certificate holders and any subsequent Certificate holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any

interpretation of the Code or Regulations contained in such opinion will not cause interest on the Certificates to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 6.5 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 6.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, Mayor Pro Tem, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance..

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

Section 7.1: Continuing Disclosure Undertaking. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB, financial information and operating data with respect to the City of the general type described in the Official Statement, being the information described in Exhibit F attached hereto. Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 7.2: Material Event Notices. The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax exempt status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (12), above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and

officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends that the words used in clauses (15) and (16), above, and the definition of Financial Obligation in this Ordinance have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 7.1 hereof by the time required by Section 7.1 hereof.

Section 7.3: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Section 7.2 of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change, legal requirements, a change in law, or a change

in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the Holders and beneficial owners of the Certificates. If the City so amends the provisions of this Article it shall include with any amended financial information or operating data next provided in accordance with Section 7.1 an explanation in narrative form of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 7.4: Information Format. The City information required under this Article shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

(a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable

obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 8.2: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.3: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such

date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.4: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.5: Further Proceedings. The Mayor, Mayor Pro Tem, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.6: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.8: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8.10: Preamble. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

[signature page follows]

PASSED AND APPROVED this 9th day of November, 2023.

Jody Czajkoski, Mayor
City of Conroe, Texas

ATTEST:

Soco M. Gorjon, City Secretary
City of Conroe, Texas

(SEAL)

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF CONROE, TEXAS
CERTIFICATE OF OBLIGATION, SERIES 2023A

NUMBER				DENOMINATION
[1]R-				$_____
REGISTERED				REGISTERED
[2]INTEREST RATE:	DATED DATE:	DELIVERY DATE:	[2]MATURITY DATE:	[2]CUSIP:
_____%	December 1, 2023	December 7, 2023	,	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

[3]THE CITY OF CONROE, TEXAS, a municipal corporation of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date identified above or the most recent interest payment date to which interest has been paid or duly provided for. Interest

[1] Initial Certificate shall be numbered T-1.

[2] Omitted from the Initial Certificate.

[3] The first sentence of the Initial Certificate shall read as follows:

> "THE CITY OF CONROE, TEXAS, a municipal corporation of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on March 1 of each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 2.3 of the Ordinance], upon presentation and surrender of this Certificate at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date identified above or the most recent interest payment date to which interest has been paid or duly provided for."

on this Certificate is payable on March 1, 2024, and each September 1 and March 1 thereafter until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of $_____ issued pursuant to an ordinance adopted by the City Council of the City on November 9, 2023 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) the acquisition, construction, improvement, expansion, rehabilitation and repair of City streets, alleys, bridges and sidewalks; (2) the construction, improvement, expansion, rehabilitation and repair of City traffic signals and traffic signal systems; (3) the improvement and equipment of Westside Recreation Center; (4) parks and recreation improvements; (5) the improvement, rehabilitation and repair of the City's drainage system; and (6) the cost of professional services incurred in connection therewith.

[4]THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after March 1, 2034, in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on March 1, 2033, or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of $5,000. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered

[4] In the Initial Certificate, this paragraph shall read: "THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed $1,000, are pledged to the

payment of the principal of and interest on the Certificates provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor or Mayor Pro Tem and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF CONROE, TEXAS

_____

Mayor or Mayor Pro Tem

(SEAL)

COUNTERSIGNED:

_____

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
THE STATE OF TEXAS	§	

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A., as Paying Agent/Registrar

By_____
Authorized Signature
Date of Authentication:_____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

_____

Registered Owner

Signature Guaranteed:

_____

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

* * *

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB __

EXHIBIT C

BOND PURCHASE AGREEMENT

SEE TAB __

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT

SEE TAB __

EXHIBIT E

OFFICIAL STATEMENT

SEE TAB __

EXHIBIT F

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 7.1 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The audited financial statements of the City, but for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year.

2. The quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under the headings "OFFICIAL STATEMENT SUMMARY," "CITY TAX DEBT," "TAX DATA," "SELECTED FINANCIAL DATA," "ADMINISTRATION OF THE CITY," and in Appendix "B".

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

City of Conroe
2023-A Certificates of Obligation
(Based on FY 23-24 CIP Adopted)

P-Code	Project List	2023-A COs	Non- TIRZ#3 Related	TIRZ #3 Related
TBD	Street Rehab - Lake Conroe Forest Phase 2	$ 248,000	$ 248,000	$ -
TBD	Street Rehab - Tanglewood-Briarwood Phase 2B	89,000	89,000	-
I85	Roadway Extension - Pacific Street	530,000	530,000	-
TBD	Street Rehab - Glenwood Park	2,320,000	2,320,000	-
TBD	Street Rehab - Valwood Area - Congressional Earmark	1,044,000	1,044,000	-
TBD	Street Rehab and Drainage Upgrades - FM 1488 Area - Congressional Earmark	272,000	272,000	-
I34	Signal Upgrades - Mast Arms - Phase 1	530,000	530,000	-
TBD	Fiber Connectivity - South Loop 336 - East - Congressional Earmark	231,000	231,000	-
TBD	Fiber Connectivity - South Loop 336 - West - Congressional Earmark	276,000	276,000	-
TBD	Westside Recreation Center - HVAC Chiller	200,000	200,000	-
TBD	BRIC/FMA Grants	350,000	350,000	-
TBD	Drainage Improvements - Lilly Boulevard	2,295,000	2,295,000	-
	SUBTOTAL	**$ 8,385,000**	**$ 8,385,000**	**$ -**
	% OF TOTAL	**100.0%**	**100.0%**	**0.0%**
	Bond Issuance Cost (Estimate)			
	Bond Issuance Cost (Estimate)	$ -	$ -	$ -
	TOTAL ISSUANCE	***$ 8,385,000***	***$ 8,385,000***	***$ -***
	TOTAL ISSUANCE (Rounded)			
	Streets	4,503,000	4,503,000	-
	Signals	1,037,000	1,037,000	-
	Facilities	-	-	-
	Parks	200,000	200,000	-
	Drainage	2,645,000	2,645,000	-
		8,385,000	**8,385,000**	**-**
	AMOUNT ALLOCATED TO DRAINAGE		**2,645,000**	**31.54%**

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 2

Project Code: TBD **Rank:** C

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2025-09-30

Location: Lake Conroe Forest Subdivision

Project Summary: The project is to mill and overlay approximately 11 miles of 6" asphalt including drainage improvements.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	248,000	3,490,000	-	-	-	-	3,738,000
Total Funding Source	**-**	**$248,000**	**$3,490,000**	**-**	**-**	**-**	**-**	**$3,738,000**
Expenditure								
Improvements >$10,000	-	248,000	3,490,000	-	-	-	-	3,738,000
Total Expenditure	**-**	**$248,000**	**$3,490,000**	**-**	**-**	**-**	**-**	**$3,738,000**

Operating Impacts

No data found for the selected parameters.

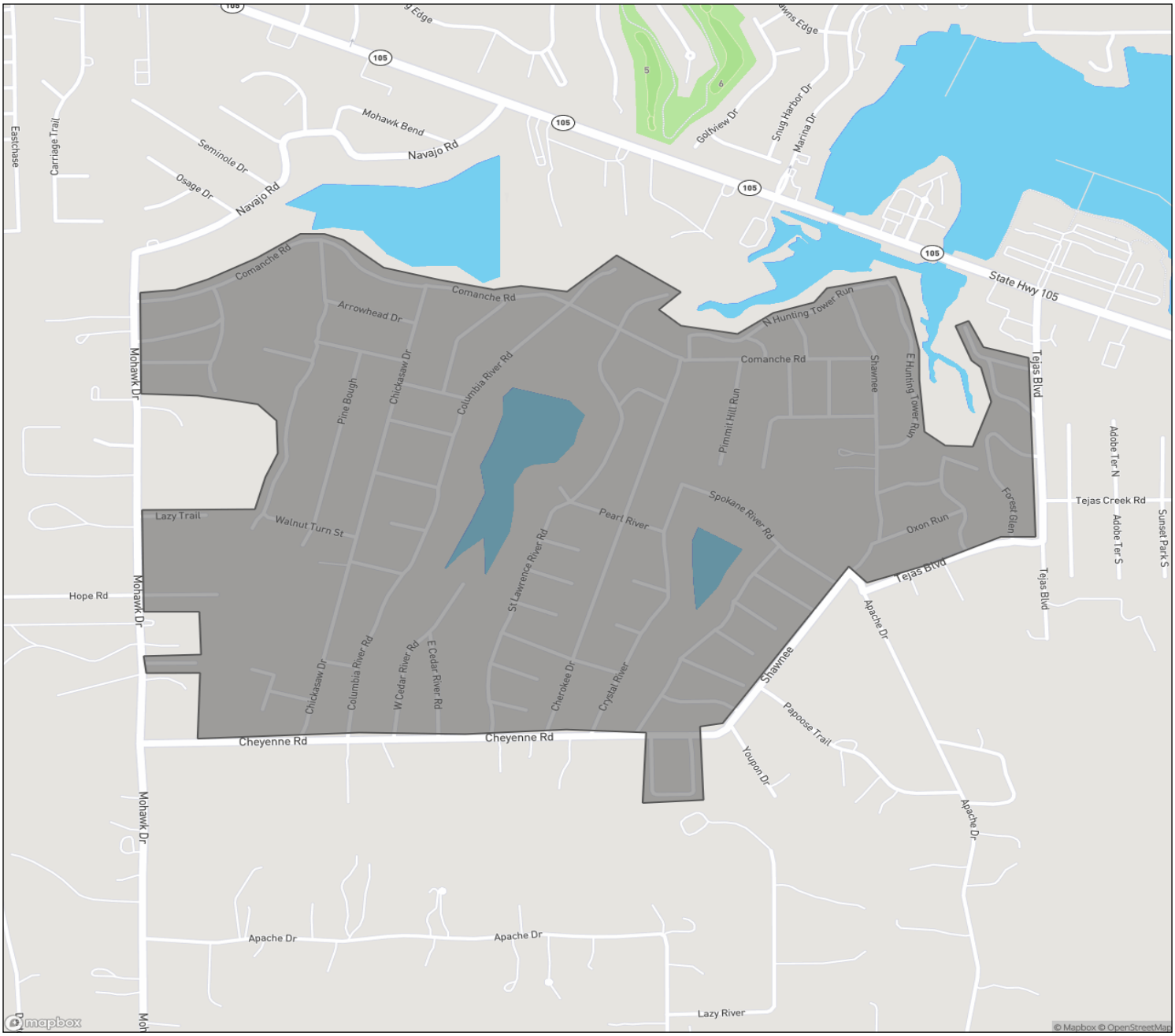
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Lake Conroe Forest Phase 2

Project Code: TBD

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Tanglewood-Briarwood Phase 2B

Project Code: TBD **Rank:** C

Project Type: Streets **Project Manager:** Engineering

Start Date: 2021-10-01 **Completion Date:** 2024-09-30

Location: West Dallas Street to North of Kentwood and North Pacific to North Roberson Street

Project Summary: The project involves replacing approximately two (2) miles of 6" mill and asphalt overlay; collector streets will be replaced with concrete (Thompson & Dallas).

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	89,000	3,269,000	-	-	-	-	3,358,000
Total Funding Source	**-**	**$89,000**	**$3,269,000**	**-**	**-**	**-**	**-**	**$3,358,000**
Expenditure								
Improvements >$10,000	-	89,000	3,269,000	-	-	-	-	3,358,000
Total Expenditure	**-**	**$89,000**	**$3,269,000**	**-**	**-**	**-**	**-**	**$3,358,000**

Operating Impacts

No data found for the selected parameters.

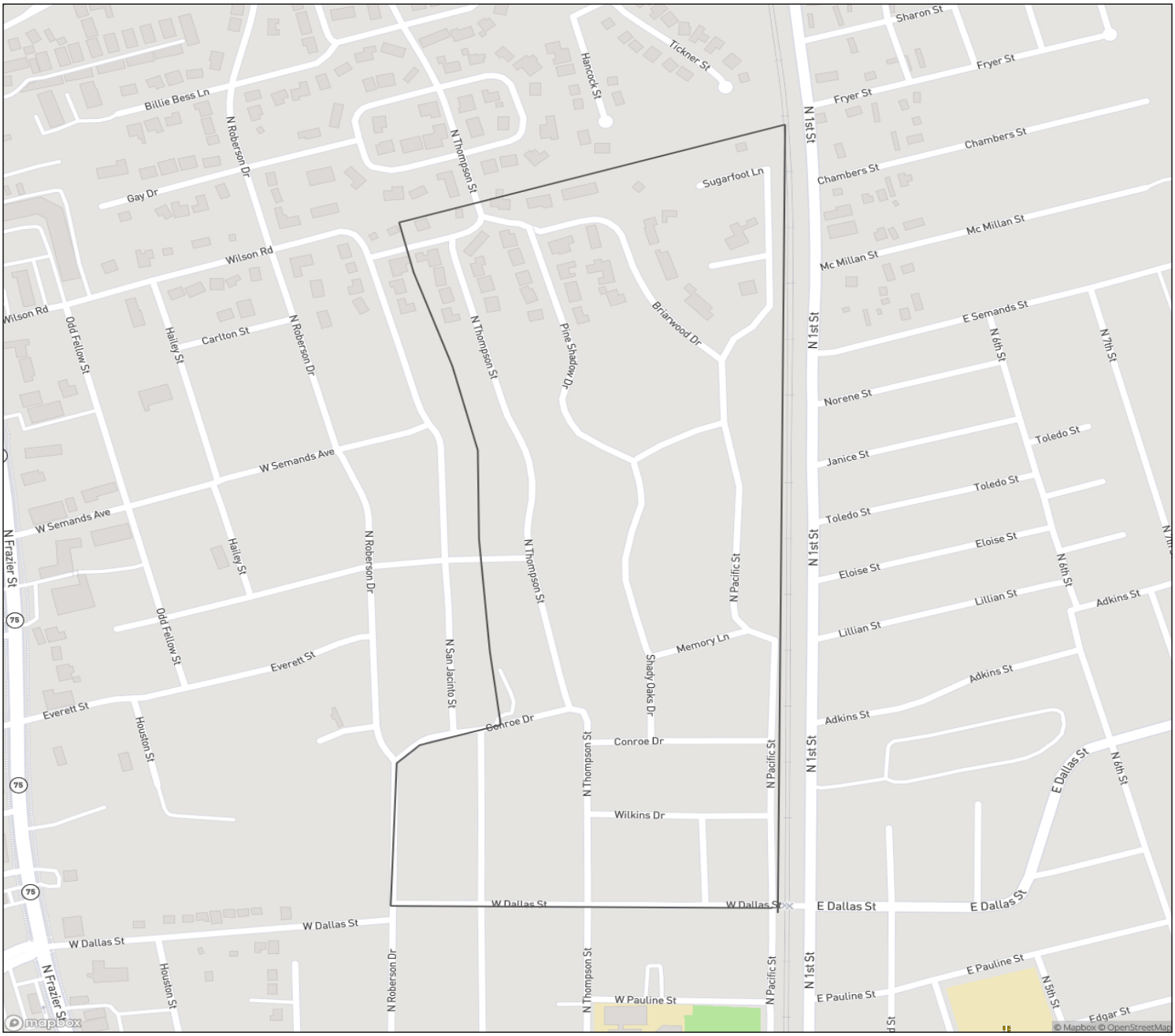
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Tanglewood-Briarwood Phase 2B

Project Code: TBD

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Roadway Extension - Pacific Street

Project Code: I85 **Rank:** 01

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-02-01 **Completion Date:** 2024-09-30

Location: North Main to North Thompson

Project Summary: This project will extend Pacific Street from North Main to North Thompson along BNSF Railroad. Proposed extension will include asphalt pavement with partial curb and gutter section and sidewalk along the north right-of-way. This project will provide alternate circulation route in downtown area in the event of street closures.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	530,000	-	-	-	-	-	530,000
Total Funding Source	**-**	**$530,000**	**-**	**-**	**-**	**-**	**-**	**$530,000**
Expenditure								
Improvements >$10,000	-	380,000	-	-	-	-	-	380,000
Land >$5,000	-	150,000	-	-	-	-	-	150,000
Total Expenditure	**-**	**$530,000**	**-**	**-**	**-**	**-**	**-**	**$530,000**

Operating Impacts

No data found for the selected parameters.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Roadway Extension - Pacific Street

Project Code: I85

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Glenwood Park

Project Code: TBD **Rank:** 02

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2025-09-30

Location: Glenwood Park Subdivision

Project Summary: Rehabilitate approximately 12,000 linear feet of asphalt by mill and overlay in the Glenwood Park Area (Cable Street, McCall Avenue, Lewis Street, Austin Street, Arnold Street, Lester Street).

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	2,320,000	640,000	-	-	-	-	2,960,000
Total Funding Source	**-**	**$2,320,000**	**$640,000**	**-**	**-**	**-**	**-**	**$2,960,000**
Expenditure								
Improvements >$10,000	-	2,320,000	640,000	-	-	-	-	2,960,000
Total Expenditure	**-**	**$2,320,000**	**$640,000**	**-**	**-**	**-**	**-**	**$2,960,000**

Operating Impacts

No data found for the selected parameters.

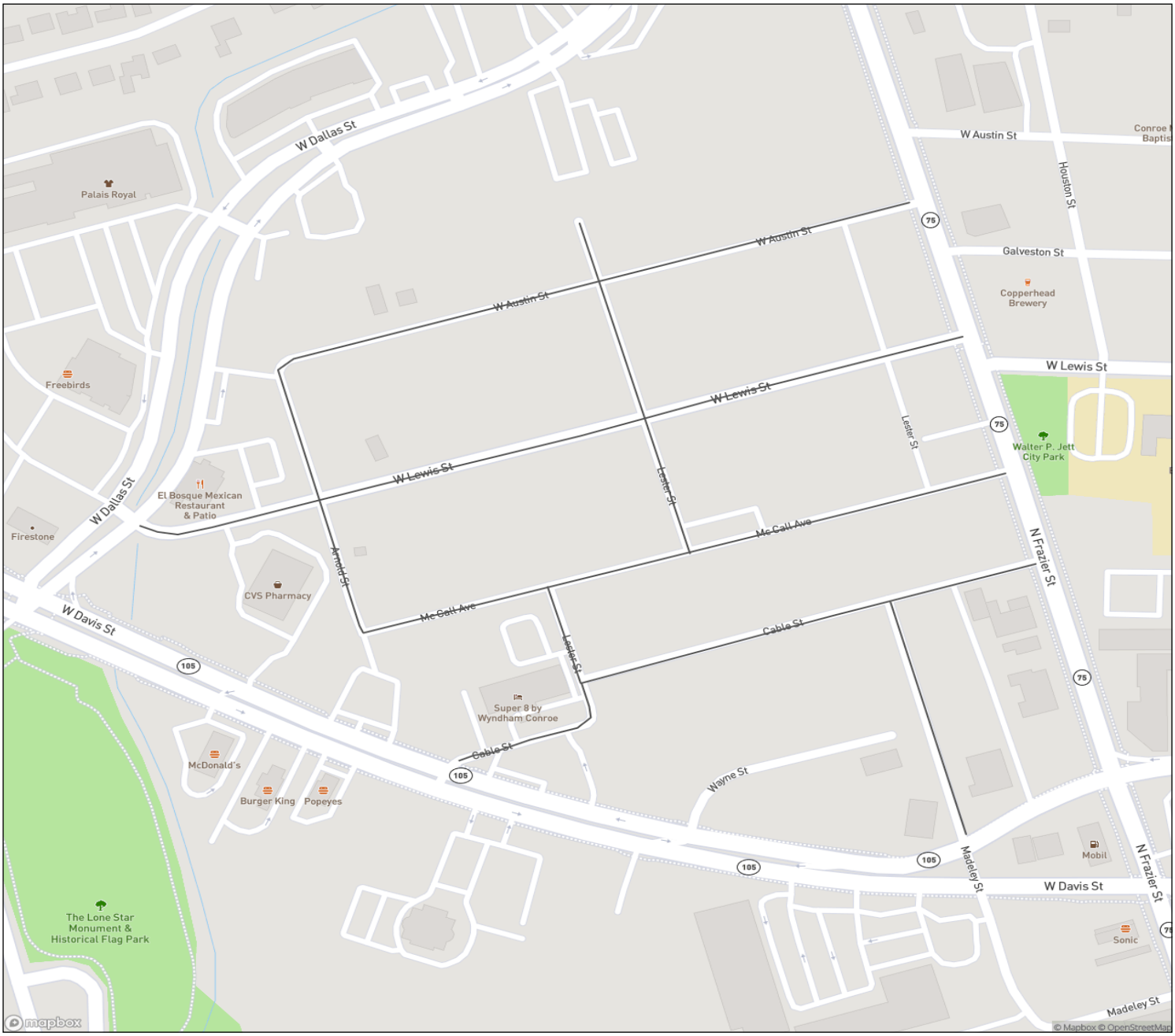
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Glenwood Park

Project Code: TBD

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Valwood Area - Congressional Earmark

Project Code: TBD **Rank:** 04

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Silverdale to Foster, HWY 75 to S. 7th Street, and Foster South

Project Summary: The project will consist of minor base repair and approximately six (6) miles of mill and overlay with minor drainage repair. This project has some sections of open cut ditches and some concrete curb and gutter. Shaded area is not maintained by the City.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	1,044,000	-	-	-	-	-	1,044,000
Intergovernmental - Federal	-	4,174,000	-	-	-	-	-	4,174,000
Total Funding Source	**-**	**$5,218,000**	**-**	**-**	**-**	**-**	**-**	**$5,218,000**
Expenditure								
Improvements >$10,000	-	5,218,000	-	-	-	-	-	5,218,000
Total Expenditure	**-**	**$5,218,000**	**-**	**-**	**-**	**-**	**-**	**$5,218,000**

Operating Impacts

No data found for the selected parameters.

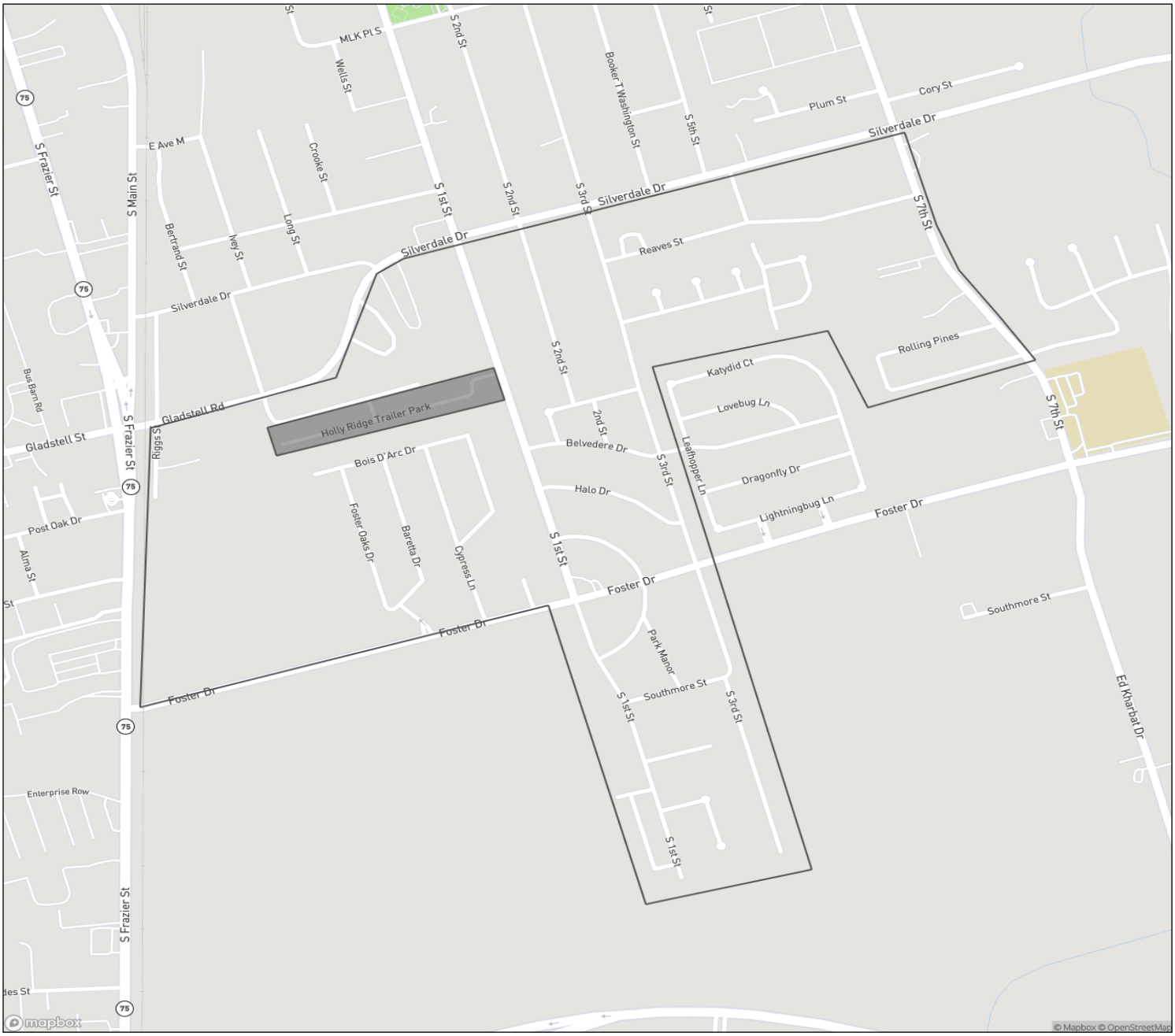
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab - Valwood Area - Congressional Earmark

Project Code: TBD

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab and Drainage Upgrades - FM 1488 Area - Congressional Earmark

Project Code: TBD **Rank:** 05

Project Type: Streets **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Peoples Road, Lexington, Riverbrook and Sherbrook

Project Summary: This project will rehabilitate approximately 14,500 linear feet of asphalt streets in the IH-45/FM 1488 area within the City limits. This project will also include drainage and storm sewer upgrades.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	272,000	-	-	-	-	-	272,000
Intergovernmental - Federal	-	1,088,000	-	-	-	-	-	1,088,000
Total Funding Source	**-**	**$1,360,000**	**-**	**-**	**-**	**-**	**-**	**$1,360,000**
Expenditure								
Improvements >$10,000	-	1,360,000	-	-	-	-	-	1,360,000
Total Expenditure	**-**	**$1,360,000**	**-**	**-**	**-**	**-**	**-**	**$1,360,000**

Operating Impacts

No data found for the selected parameters.

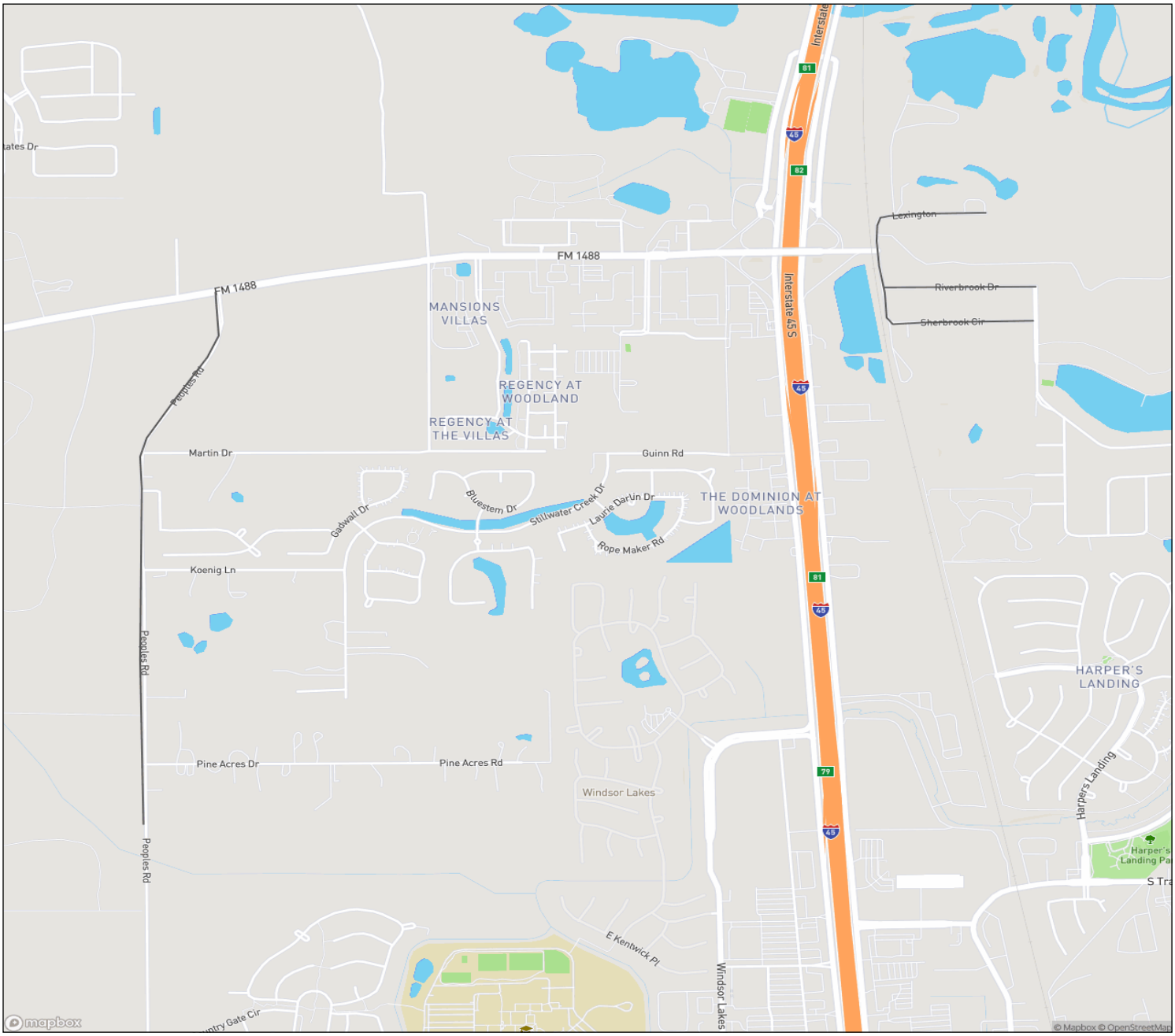
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Street Rehab and Drainage Upgrades - FM 1488 Area - Congressional Earmark

Project Code: TBD

Project Type: Streets

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Signal Upgrades - Mast Arms - Phase 1

Project Code: I34 **Rank:** C

Project Type: Signals **Project Manager:** Engineering

Start Date: 2021-10-01 **Completion Date:** 2024-09-30

Location: Lewis at SH 75, Dallas Street at SH 75, Hillcrest at SH 75, and 10th Street at SH 105 East

Project Summary: Upgrade signals to mast arms per TxDOT Standards within the City limits. Locations for upgrades: 1)Lewis at SH 75; 2) Dallas at SH 75; 3) Hillcrest at SH 75; 4) 10th Street at SH 105 East

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	530,000	-	-	-	-	-	530,000
Total Funding Source	**-**	**$530,000**	**-**	**-**	**-**	**-**	**-**	**$530,000**
Expenditure								
Improvements >$10,000	1,015,000	530,000	-	-	-	-	-	1,545,000
Total Expenditure	**$1,015,000**	**$530,000**	**-**	**-**	**-**	**-**	**-**	**$1,545,000**

Operating Impacts

No data found for the selected parameters.

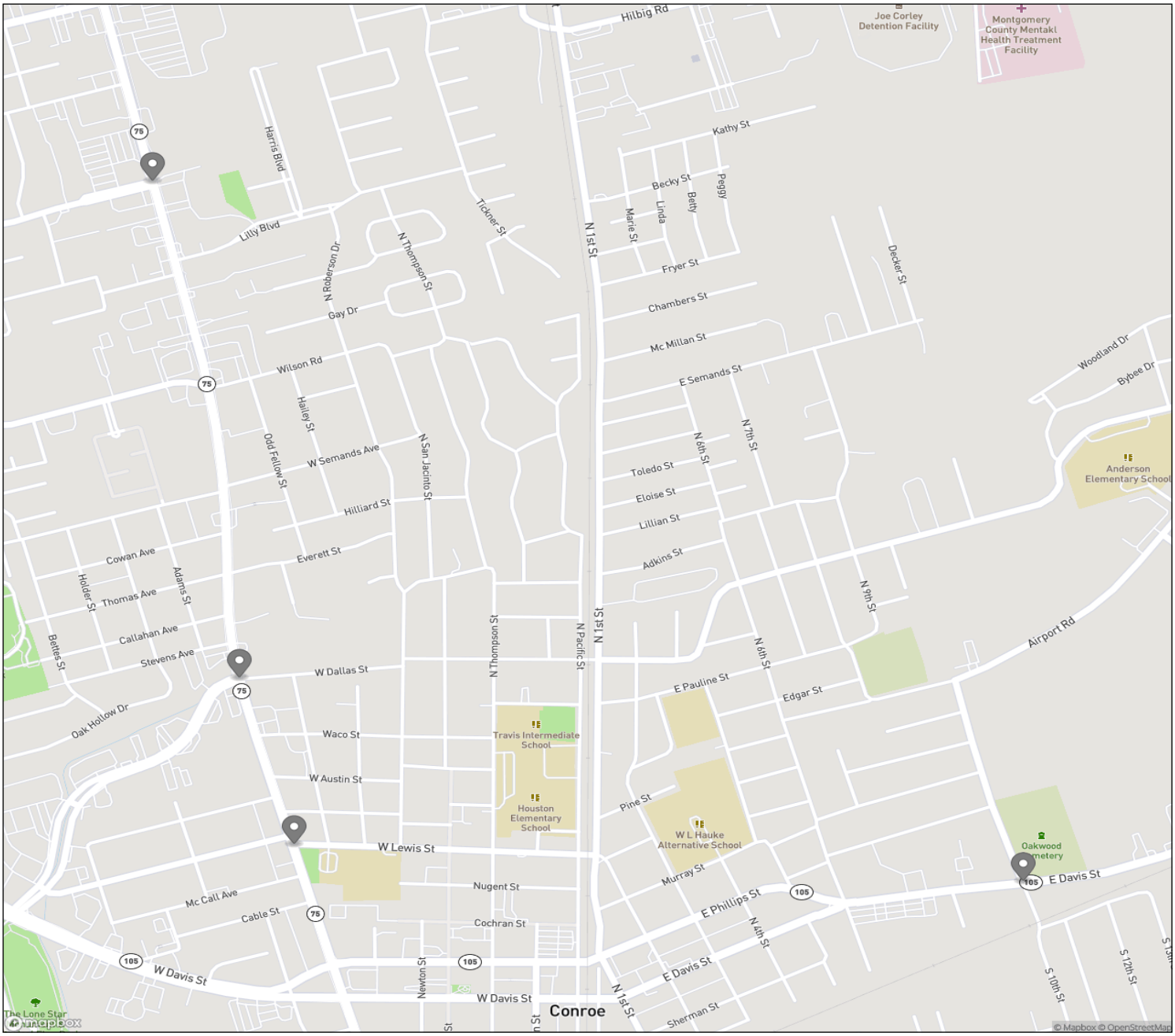
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Signal Upgrades - Mast Arms - Phase 1

Project Code: I34

Project Type: Signals

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Fiber Connectivity - South Loop 336 - East - Congressional Earmark

Project Code: TBD **Rank:** C

Project Type: Signals **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: FM 1314 to SH 105 along S. Loop 336

Project Summary: This project is to extend 3.4 miles of underground fiber optic. If the grant is approved the City will pay 20% of the cost.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	231,000	-	-	-	-	-	231,000
Intergovernmental - Federal	-	923,000	-	-	-	-	-	923,000
Total Funding Source	**-**	**$1,154,000**	**-**	**-**	**-**	**-**	**-**	**$1,154,000**
Expenditure								
Improvements >$10,000	-	1,154,000	-	-	-	-	-	1,154,000
Total Expenditure	**-**	**$1,154,000**	**-**	**-**	**-**	**-**	**-**	**$1,154,000**

Operating Impacts

No data found for the selected parameters.

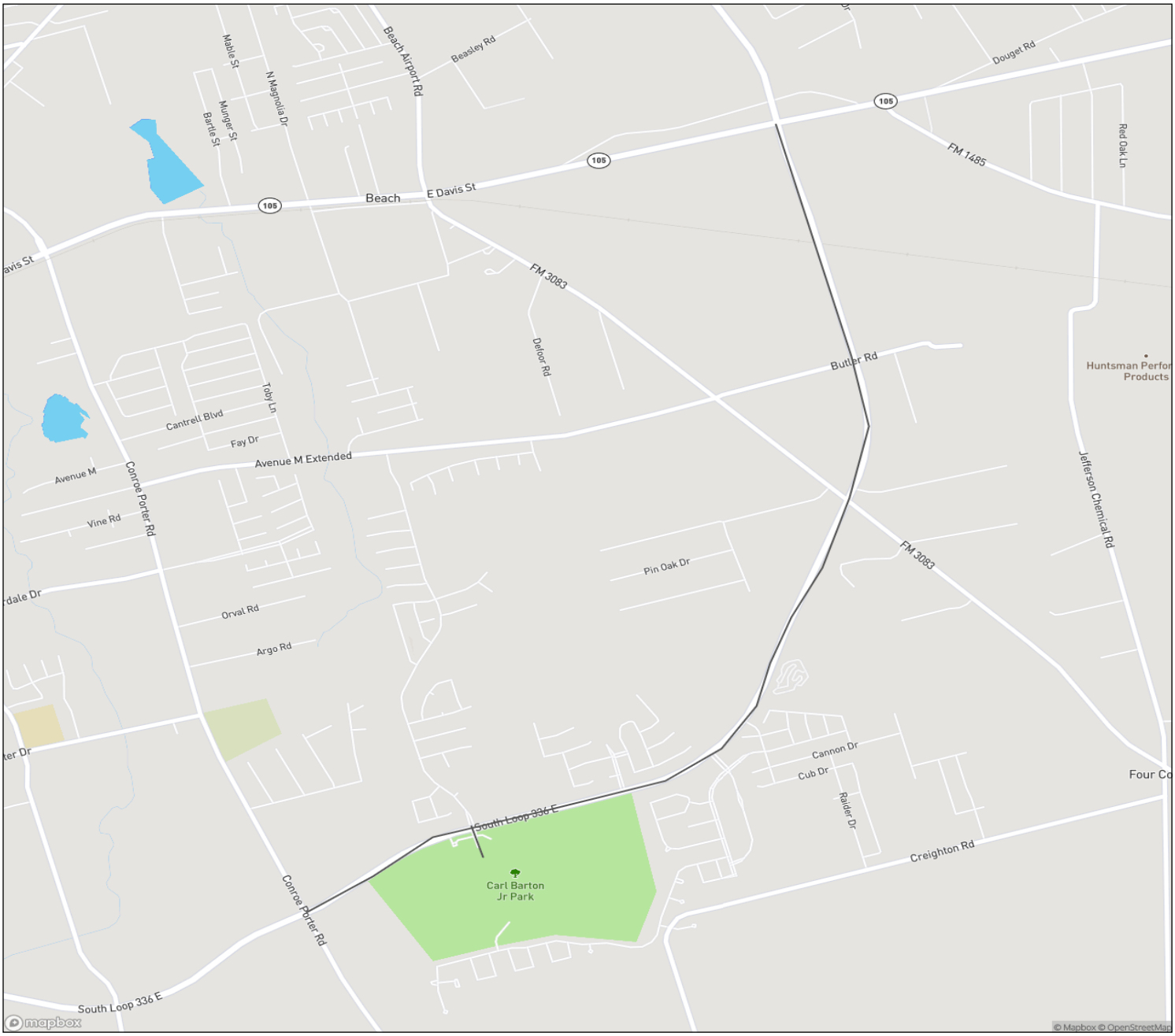
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Fiber Connectivity - South Loop 336 - East - Congressional Earmark

Project Code: TBD

Project Type: Signals

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Fiber Connectivity - South Loop 336 - West - Congressional Earmark

Project Code: TBD **Rank:** C

Project Type: Signals **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: SH 105 West to Sgt. Ed Holcomb Blvd. along S. Loop 336

Project Summary: This project is to extend 4 miles of underground fiber optic.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	276,000	-	-	-	-	-	276,000
Intergovernmental - Federal	-	1,106,000	-	-	-	-	-	1,106,000
Total Funding Source	**-**	**$1,382,000**	**-**	**-**	**-**	**-**	**-**	**$1,382,000**
Expenditure								
Improvements >$10,000	-	1,382,000	-	-	-	-	-	1,382,000
Total Expenditure	**-**	**$1,382,000**	**-**	**-**	**-**	**-**	**-**	**$1,382,000**

Operating Impacts

No data found for the selected parameters.

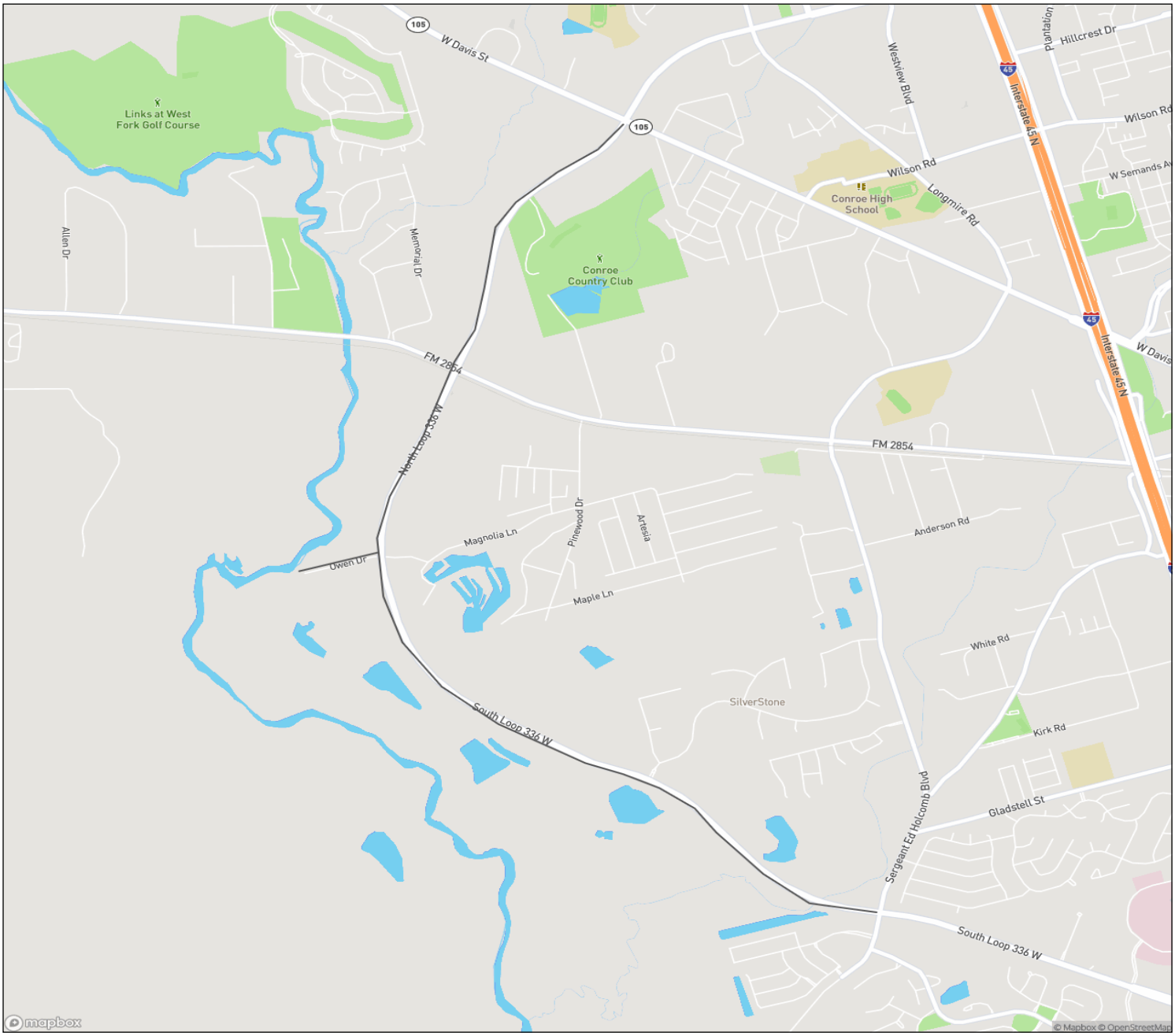
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Fiber Connectivity - South Loop 336 - West - Congressional Earmark

Project Code: TBD

Project Type: Signals

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Westside Recreation Center - HVAC Chiller

Project Code: TBD **Rank:** 01

Project Type: Parks **Project Manager:** TBD

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: 10245 Owen Drive

Project Summary: This project is to replace the 30-year-old HVAC chiller at the Westside Recreation Center (inclusive of electrical and controls).

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	200,000	-	-	-	-	-	200,000
Total Funding Source	**-**	**$200,000**	**-**	**-**	**-**	**-**	**-**	**$200,000**
Expenditure								
Machinery and Equipment >$5,000	-	200,000	-	-	-	-	-	200,000
Total Expenditure	**-**	**$200,000**	**-**	**-**	**-**	**-**	**-**	**$200,000**

Operating Impacts

No data found for the selected parameters.

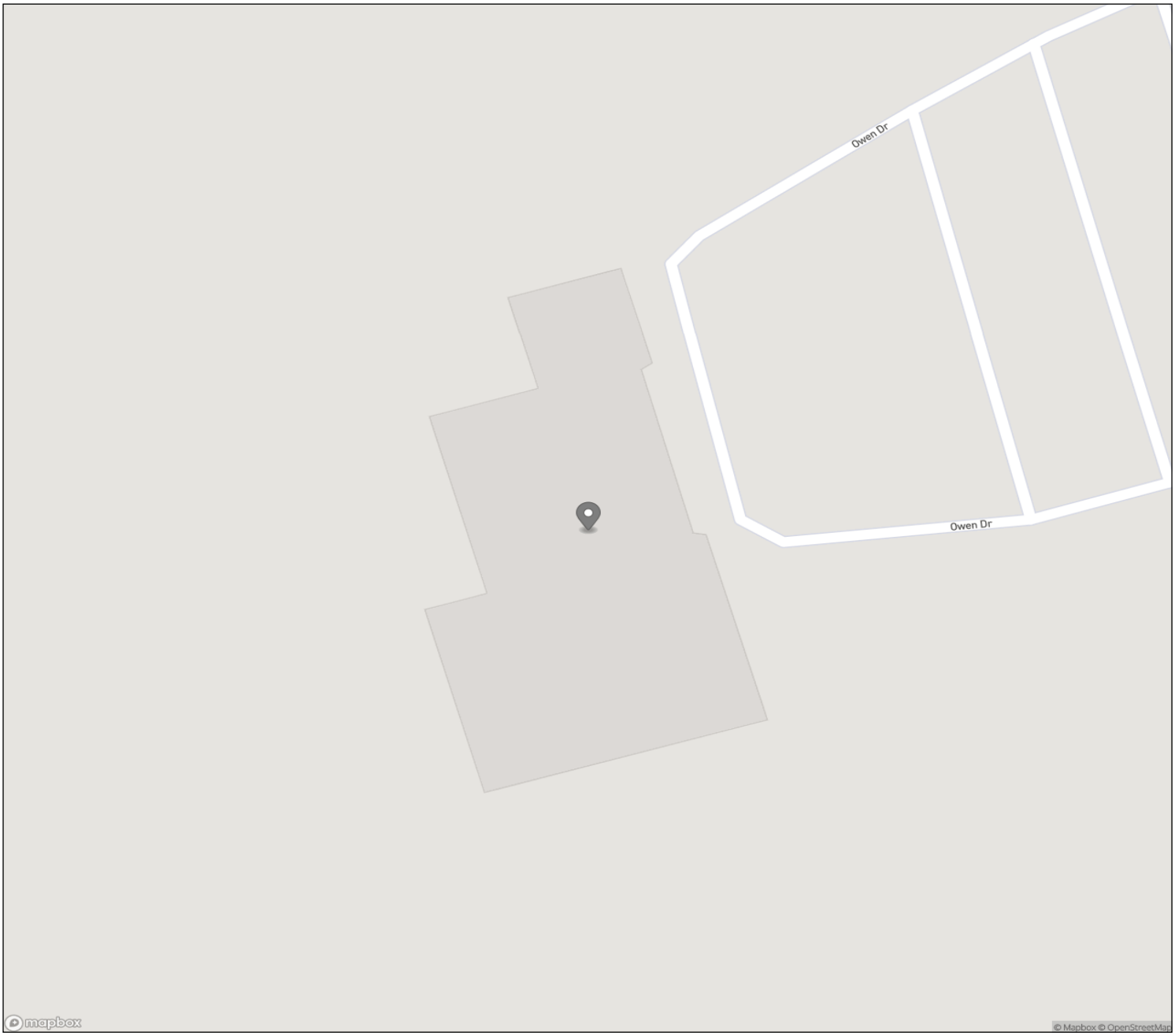
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Westside Recreation Center - HVAC Chiller

Project Code: TBD

Project Type: Parks

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: BRIC-FMA Grants

Project Code: TBD **Rank:** C

Project Type: Drainage **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2025-09-30

Location: Multiple

Project Summary: 2022 Flood Mitigation Assistance (FMA) and the Building Resilient Infrastructure and Communities (BRIC) grant program. The City will be responsible for 20% of $1,893,730. There is potential for the City to contribute less if the locations meet certain criteria. This grant is to elevated slabs on 4 properties and acquire/demolish 2 properties. Property owners have been contacted and are agreeable to the work outlined by the grant.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	350,000	-	-	-	-	-	350,000
Total Funding Source	**-**	**$350,000**	**-**	**-**	**-**	**-**	**-**	**$350,000**
Expenditure								
Improvements >$10,000	-	350,000	-	-	-	-	-	350,000
Total Expenditure	**-**	**$350,000**	**-**	**-**	**-**	**-**	**-**	**$350,000**

Operating Impacts

No data found for the selected parameters.

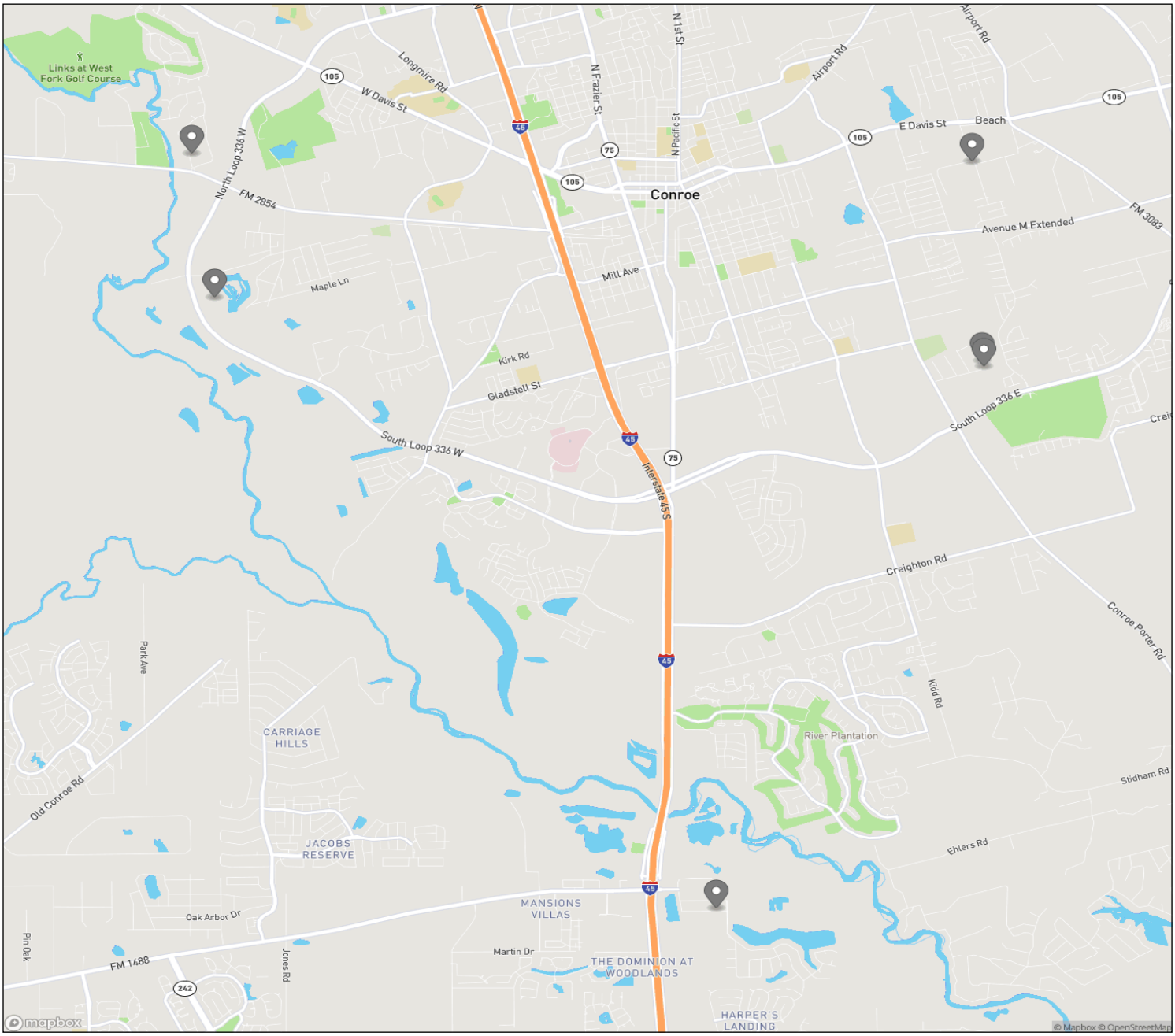
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: BRIC-FMA Grants

Project Code: TBD

Project Type: Drainage

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Drainage Improvements - Lilly Boulevard

Project Code: TBD **Rank:** C

Project Type: Drainage **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: South of Loop 336 on Lilly Boulevard

Project Summary: Upsize storm sewer system causing uncontrolled overflows. The project scope is to construct two proposed grass channels, add curb inlets, headwalls, and reinforced concrete pipe. The benefits of approving this project is to remove nine structures from the drainage problem locations, in which four are deemed repetitive loss. This project has been identified on the Master Drainage plan. Currently this area has four (4) repetitive loss structures and five (5) other structures.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	2,295,000	-	-	-	-	-	2,295,000
Total Funding Source	**-**	**$2,295,000**	**-**	**-**	**-**	**-**	**-**	**$2,295,000**
Expenditure								
Improvements >$10,000	-	2,295,000	-	-	-	-	-	2,295,000
Total Expenditure	**-**	**$2,295,000**	**-**	**-**	**-**	**-**	**-**	**$2,295,000**

Operating Impacts

No data found for the selected parameters.

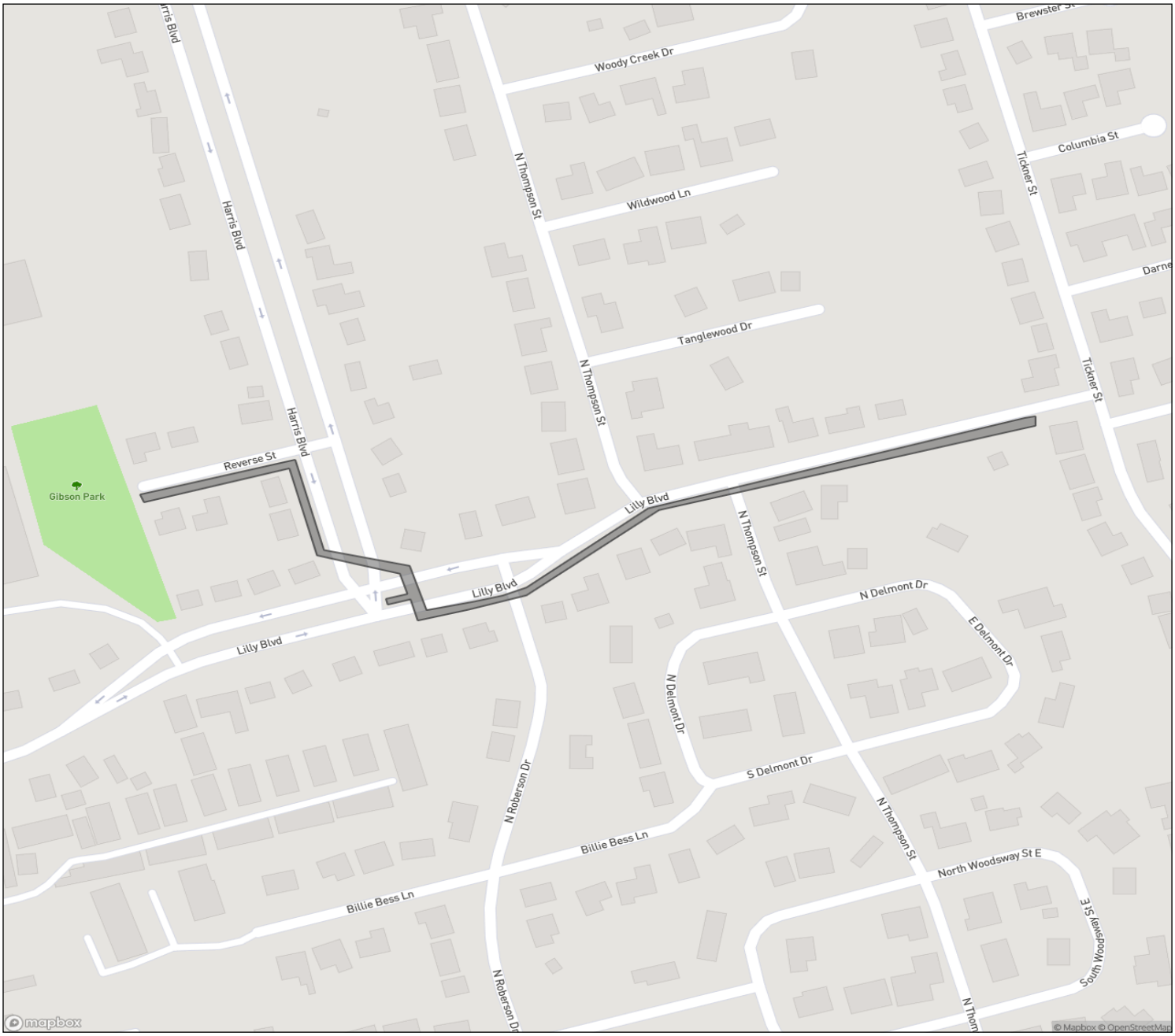
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Drainage Improvements - Lilly Boulevard

Project Code: TBD

Project Type: Drainage

Project Map:



Meeting Date: 11/08/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Ordinance, Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discussion and approval of an Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023B; Awarding the Sale Thereof; and Containing Matters Incident Thereto.

Summary / Recommendation

Attached to this agenda item is a draft of an ordinance that will authorize the issuance of the 2023B Certificates of Obligation (COs) for water and sewer improvement projects approved in the FY 23-24 Capital Improvement Program (CIP). The issuance will be approximately $36,345,000, plus administrative costs. Also attached is a list of projects that will be funded by the 2023B COs, as well as a copy of the Preliminary Official Statement. The present estimate of cost is listed by each project. John Robuck of BOK Financial Securities, Inc., recommends that the bond sale be negotiated, due to current market conditions. Delivery of the bonds is expected on December 7, 2023. It is recommended: that the City Council approve the Ordinance Authorizing and Ordering the Issuance of City of Conroe, Texas Certificates of Obligation, Series 2023B; Awarding the Sale Thereof; and Containing Matters Incident Thereto.

Fiscal Impact

Expenditure Amount:	TBD
Revenue Amount:	$36,345,000
Account Number:	Fund 509
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

2023B Authorizing Ordinance
2023B Project List

ORDINANCE NO. _____

ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF CONROE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023B; AWARDING THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO

WHEREAS, the City of Conroe, Texas (the "City"), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code Chapter 271, Subchapter C, as amended (the "Act"), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system; and (2) cost of professional services incurred in connection therewith.

WHEREAS, the City Council authorized the publication of a notice of intention to issue Certificates of Obligation, Series 2023B (the "Certificates") on the 14th day of September, 2023, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) a limited pledge of $1,000 of the surplus revenues of the City's water and sewer system, in the maximum aggregate principal amount of $36,345,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof;

WHEREAS, such notice was published at the times and in the manner required by the Act;

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before November 9, 2023, or the date of passage of this Ordinance.

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, as amended, to pledge the revenues of the Waterworks and Sewer System to the payment of certificates.

WHEREAS, the City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CONROE:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

"Act" shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

"Attorney General" shall mean the Attorney General of the State of Texas.

"Bond Purchase Agreement" means the agreement between the City and the Underwriters providing for the sale of Bonds as provided pursuant to Section 6.1 of this Ordinance.

"Certificate" or "Certificates" shall mean any or all of the City of Conroe, Texas Certificates of Obligation, Series 2023B, authorized by this Ordinance.

"City" shall mean the City of Conroe, Texas and, where appropriate, its City Council.

"City Council" shall mean the governing body of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Construction Fund" shall mean the Certificates of Obligation, Series 2023B Construction Fund established by the City and described in Section 4.3 of this Ordinance.

"Debt Service Fund" shall mean the Certificates of Obligation, Series 2023B Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

"DTC" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Fiscal Year" shall mean the City's then designated fiscal year, which currently is the twelve month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

"Interest Payment Date," when used in connection with any Certificate, shall mean May 15, 2024 and each November 15 and May 15 thereafter until maturity or earlier redemption of such Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" shall mean this Ordinance and all amendments hereof and supplements hereto.

"Outstanding", when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

"Record Date" shall mean the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable Interest Payment Date.

"Register" shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

"Registered Owner" shall mean the person or entity in whose name any Certificate is registered in the Register.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Underwriters" means FHN Financial Capital Markets, Estrada Hinojosa & Company, Inc., and Raymond James & Associates, Inc.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

Section 1.3: Recitals Incorporated. The recitals to this Ordinance are hereby approved by the City Council and incorporated into and made a part of this Ordinance.

ARTICLE II

TERMS OF THE CERTIFICATES

Section 2.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total

authorized aggregate principal amount of of _____ MILLION _____ THOUSAND AND NO/100 DOLLARS ($_____) for the purpose of providing all or part of the to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system; and (2) cost of professional services incurred in connection therewith.

Section 2.2: Designation, Date and Interest Payment Dates. The Certificates shall be designated as the "City of Conroe, Texas Certificates of Obligation, Series 2023B," and shall be dated December 1, 2023. The Certificates shall bear interest at the rates set forth in Section 2.3 below, from the later of the date of the delivery thereof to the Underwriters or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on May 15, 2024, and each November 15 and May15 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 2.3: Numbers, Denomination, Interest Rates and Maturities. The Certificates shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on November 15 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of $5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

Bond Number	Maturity (November 15)	Principal Amount	Interest Rate
R-1	2024	$	%
R-2	2025		
R-3	2026		
R-4	2027		
R-5	2028		
R-6	2029		
R-7	2030		
R-8	2031		
R-9	2032		
R-10	2033		

Bond Number	Maturity (November 15)	Principal Amount	Interest Rate
R-11	2034		
R-12	2035		
R-13	2036		
R-14	2037		
R-15	2038		
R-16	2039		
R-17	2040		
R-18	2041		
R-19	2042		
R-20	2043		

Section 2.4: Redemption Prior to Maturity. (a) The City reserves the right, at its option, to redeem prior to maturity the Certificates maturing on or after November 15, 2034 in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on November 15, 2033 or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) Certificates may be redeemed in part only in integral multiples of $5,000. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 2.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before

the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

Section 2.6: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal or thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 2.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 2.9: Book-Entry Only System. The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.11 hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant or any other person, other than a Certificate holder, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Certificate holder as shown in the Register, of any amount with respect to principal of Certificates, premium, if any, or interest on the Certificates.

Except as provided in Section 2.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.10: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 2.11: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (b) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate holders transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 2.12: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice

or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 2.13: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

ARTICLE III

FORM OF CERTIFICATES

The form of the Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate and Form of Assignment shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and

variations, including an insurance legend or statement, if any, as may be necessary or desirable and not prohibited by this Ordinance.

ARTICLE IV

SECURITY FOR THE CERTIFICATES

Section 4.1: Pledge and Levy of Taxes and Revenues. (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) In addition, the principal and interest on the Certificates shall be payable from and secured by a limited, subordinate lien on and pledge of $1,000 of the surplus net revenues of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

(d) To pay the interest coming due on the Certificates prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 4.2: Debt Service Fund. The Certificates of Obligation, Series 2023B Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the

Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Construction Fund. The Certificates of Obligation, Series 2023B Construction Fund (the "Construction Fund") is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Certificates is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 4.4: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor or Mayor Pro Tem to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the Registered Owners of the Certificates, and shall be disbursed in accordance with this Ordinance.

Section 5.3: Certificates Presented. Subject to the provisions of Section 5.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

Section 6.1: Sale of Certificates; Execution of Bond Purchase Agreement. The Certificates are hereby sold and shall be delivered to the Underwriters at a price of $_____ (representing the par amount of the Certificates of $_____, plus a reoffering premium of $_____, and less an Underwriters' discount of $_____) in accordance with the terms

of the Bond Purchase Agreement presented to and hereby approved by the City Council, in substantially the form attached hereto as Exhibit C, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor, Mayor Pro Tem and other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City, and the Mayor, Mayor Pro Tem and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The initial Certificates shall be registered in the name of FHN Financial Capital Markets.

Section 6.2: Approval, Registration and Delivery. The Mayor or Mayor Pro Tem is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor, Mayor Pro Tem and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.3: Offering Documents; Ratings. The City hereby approves the form and contents of the Preliminary Official Statement, attached hereto as Exhibit D and the final Official Statement, attached hereto as Exhibit E, dated as of the date hereof, relating to the Certificates, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Underwriter, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Certificates that was deemed "final" by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

Further, the City Council hereby ratifies, authorizes and approves the actions of the Mayor, Mayor Pro Tem, the City's financial advisor and other consultants in seeking ratings on the Certificates from Moody's Investor's Service, Inc. and Standard & Poor's Global Ratings and such actions are hereby ratified and confirmed.

Section 6.4: Application of Proceeds of Certificates. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(1) Accrued interest and additional proceeds in the amount of $0.00 shall be deposited into the Debt Service Fund created in Section 4.2 of this Ordinance;

(2) A portion of the proceeds in the amount of $_____ shall be applied to pay expenses arising in connection with the issuance of the Certificates, including the Underwriters' Discount;

(3) Proceeds in the amount of $_____ shall be deposited into the Construction Fund created in Section 4.3 of this Ordinance; and

(4) Any proceeds of the Certificates remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

Section 6.5: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(1) The City will use all of the proceeds of the Certificates to (i) provide funds for the purposes described in Section 2.1 of this Ordinance, which will be owned and operated by the City and (ii) to pay the costs of issuing the Certificates. The City will not use any portion of the proceeds of the Certificates to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(2) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Certificates to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(3) Principal of and interest on the Certificates will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Certificates.

(4) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the

Certificates or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(5) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.

(6) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Certificates to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(7) The City represents that not more than fifty percent (50%) of the proceeds of the Certificates will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purpose of the Certificates within the three-year period beginning on the date of issue of the Certificates.

(8) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a

reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(9) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Certificates not been relevant to either party.

(10) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.

(11) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(12) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Certificates and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Certificates, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(13) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder, and may be relied upon by the Certificate holders and any subsequent Certificate holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Certificates to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 6.5 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 6.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, Mayor Pro Tem, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance..

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

Section 7.1: Continuing Disclosure Undertaking. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB, financial information and operating data with respect to the City of the general type described in the Official Statement, being the information described in Exhibit F attached hereto. Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 7.2: Material Event Notices. The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax exempt status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (12), above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends that the words used in clauses (15) and (16), above, and the definition of Financial Obligation in this Ordinance have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 7.1 hereof by the time required by Section 7.1 hereof.

Section 7.3: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Section 7.2 of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change, legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such

amendment will not materially impair the interest of the Holders and beneficial owners of the Certificates. If the City so amends the provisions of this Article it shall include with any amended financial information or operating data next provided in accordance with Section 7.1 an explanation in narrative form of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 7.4: Information Format. The City information required under this Article shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

(a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves

the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 8.2: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.3: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.4: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.5: Further Proceedings. The Mayor, Mayor Pro Tem, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.6: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.8: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8.10: Preamble. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

[signature page follows]

PASSED AND APPROVED this 9th day of November, 2023.

Jody Czajkoski, Mayor
City of Conroe, Texas

ATTEST:

Soco M. Gorjon, City Secretary
City of Conroe, Texas

(SEAL)

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF CONROE, TEXAS
CERTIFICATE OF OBLIGATION, SERIES 2023B

NUMBER				DENOMINATION
[1]R-				$_____
REGISTERED				REGISTERED
[2]INTEREST RATE:	DATED DATE:	DELIVERY DATE:	[2]MATURITY DATE:	[2]CUSIP:
_____%	December 1, 2023	December 7, 2023	,	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

[3]THE CITY OF CONROE, TEXAS, a municipal corporation of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date identified above or the most recent interest payment date to which interest has been paid or duly provided for. Interest

[1] Initial Certificate shall be numbered T-1.

[2] Omitted from the Initial Certificate.

[3] The first sentence of the Initial Certificate shall read as follows:

> "THE CITY OF CONROE, TEXAS, a municipal corporation of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on November 15 of each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 2.3 of the Ordinance], upon presentation and surrender of this Certificate at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date identified above or the most recent interest payment date to which interest has been paid or duly provided for."

on this Certificate is payable on May 15, 2024, and each November 15 and May 15 thereafter until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of $_____ issued pursuant to an ordinance adopted by the City Council of the City on November 9, 2023 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred with the design, planning, acquisition, construction, equipping, expansion, repair, renovation and/or rehabilitation of certain public works, to wit: (1) repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system; and (2) cost of professional services incurred in connection therewith.

[4]THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after November 15, 2034, in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on November 15, 2033, or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of $5,000. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the

[4] In the Initial Certificate, this paragraph shall read: "THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed $1,000, are pledged to the payment of the principal of and interest on the Certificates provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the

City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor or Mayor Pro Tem and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF CONROE, TEXAS

_____

Mayor or Mayor Pro Tem

(SEAL)

COUNTERSIGNED:

_____

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
THE STATE OF TEXAS	§	

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A., as Paying Agent/Registrar

By_____
Authorized Signature
Date of Authentication:_____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

_____

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

Signature Guaranteed:

_____

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

* * *

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB __

EXHIBIT C

BOND PURCHASE AGREEMENT

SEE TAB __

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT

SEE TAB __

EXHIBIT E

OFFICIAL STATEMENT

SEE TAB __

EXHIBIT F

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 7.1 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The audited financial statements of the City, but for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year.

2. The quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under the headings "OFFICIAL STATEMENT SUMMARY," "CITY TAX DEBT," "TAX DATA," "SELECTED FINANCIAL DATA," "ADMINISTRATION OF THE CITY," and in Appendix "B".

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

City of Conroe
2023-B Certificate of Obligation Bonds (Water & Sewer)
(Based on FY 23-24 CIP Adopted

	Project List	2023-B COs
I44	Water Line Rehab - Conroe Hospital Area	1,834,000
I53	Water Plant - Moran Ranch - Developer Agreement	400,000
TBD	Water Extension - Old Montgomery Road - Developer Agreement	2,250,000
TBD	Water Line Extension - Dream Center	388,000
I83	Water Well Re-Drilling - Plant #14	3,780,000
I82	Water Well Re-Drilling - Plant #6	3,740,000
TBD	Water Line Rehab - Park Oak Drive	706,000
I56	Gravity Main Replacement - Silverdale	25,000
I71	Gravity Sewer Trunk Line - FM 2854 - Developer Agreement - MUD 183	7,032,000
TBD	SSOI Program - Section 10	850,000
TBD	Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105 - Mit/MOD Grant	1,500,000
TBD	Sewer Line Rehab - Rivershire Subdivision	5,000,000
TBD	Sewer Line Extension - McCaleb Road	3,640,000
TBD	Lift Station & Force Main Upgrades - Crighton Road	1,800,000
TBD	Lift Station Expansion & Gravity Main Replacement - LaSalle	3,400,000
	SUBTOTAL	**$ 36,345,000**

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Rehab - Conroe Hospital Area

Project Code: I44 **Rank:** C

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

Start Date: 2021-10-01 **Completion Date:** 2024-09-30

Location: Medical Center Area, Riverpointe Area, and Loop 336 South Feeder Area.

Project Summary: The project consists of replacing approximately 13,500 linear feet of 8" asbestos cement water lines with new 8" PVC water lines located on Grand Lake Drive (Loop 336 South to Riverpointe), Riverwood Court (Medical Center to Riverpointe), Riverpointe (IH-45 Feeder to Loop 336 South), Medical Center (IH-45 Feeder to Loop 336 South) and George Strake (Medical Center Area). This upgrade is necessary to maintain better circulation in distribution system.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	1,834,000	-	-	-	-	-	1,834,000
Total Funding Source	**-**	**$1,834,000**	**-**	**-**	**-**	**-**	**-**	**$1,834,000**
Expenditure								
Improvements >$10,000	1,438,000	1,834,000	-	-	-	-	-	3,272,000
Total Expenditure	**$1,438,000**	**$1,834,000**	**-**	**-**	**-**	**-**	**-**	**$3,272,000**

Operating Impacts

No data found for the selected parameters.

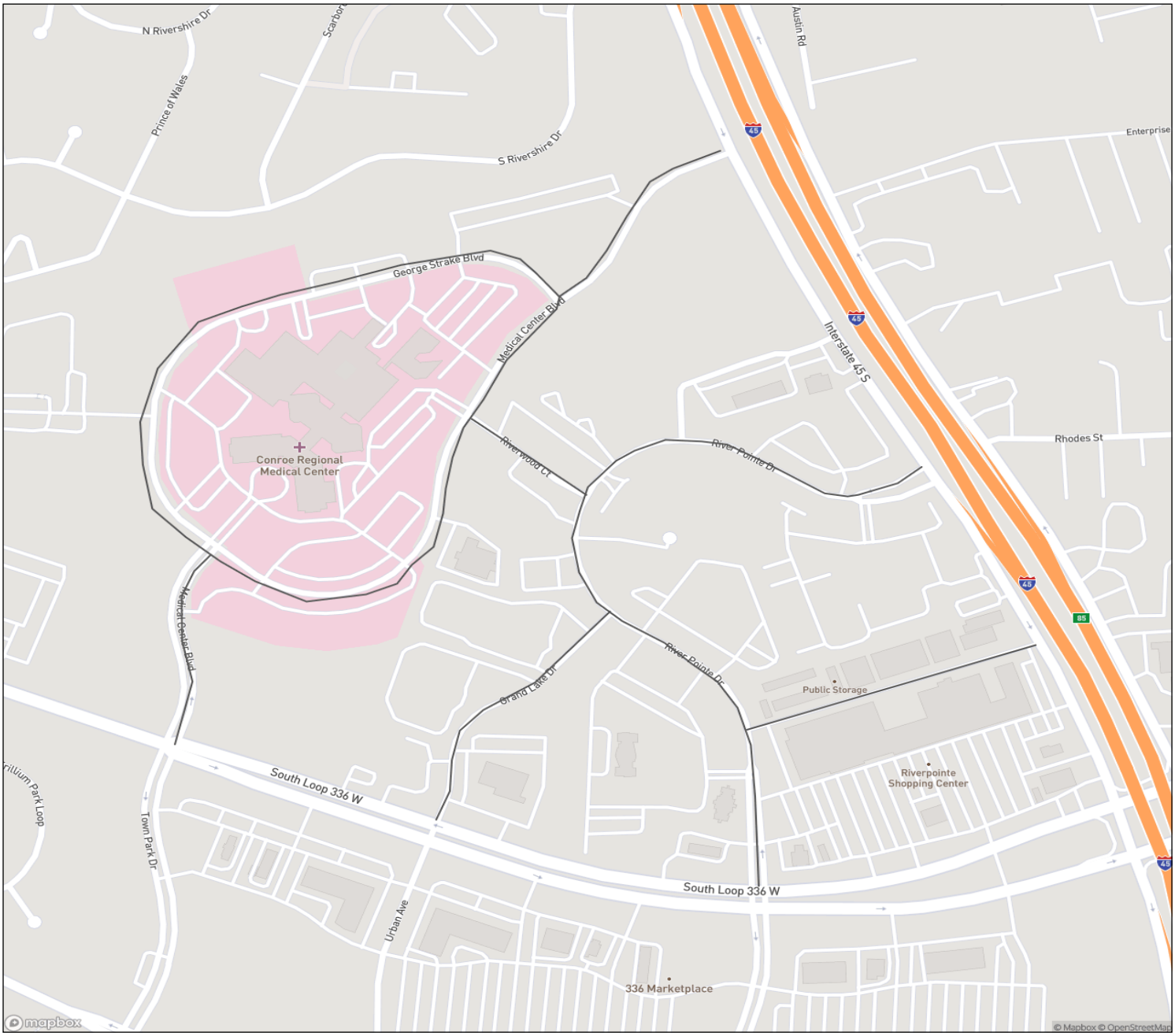
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Rehab - Conroe Hospital Area

Project Code: I44

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Plant - Moran Ranch - Developer Agreement

Project Code: I53 **Rank:** C

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

Start Date: 2022-01-01 **Completion Date:** 2024-09-30

Location: Moran Ranch

Project Summary: Install water plant with Elevated storage Tank. Possible Developer Agreement for the City to reimburse cost to the developer.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	400,000	-	-	-	-	-	400,000
Total Funding Source	**-**	**$400,000**	**-**	**-**	**-**	**-**	**-**	**$400,000**
Expenditure								
Improvements >$10,000	9,456,000	400,000	-	-	-	-	-	9,856,000
Total Expenditure	**$9,456,000**	**$400,000**	**-**	**-**	**-**	**-**	**-**	**$9,856,000**

Operating Impacts

No data found for the selected parameters.

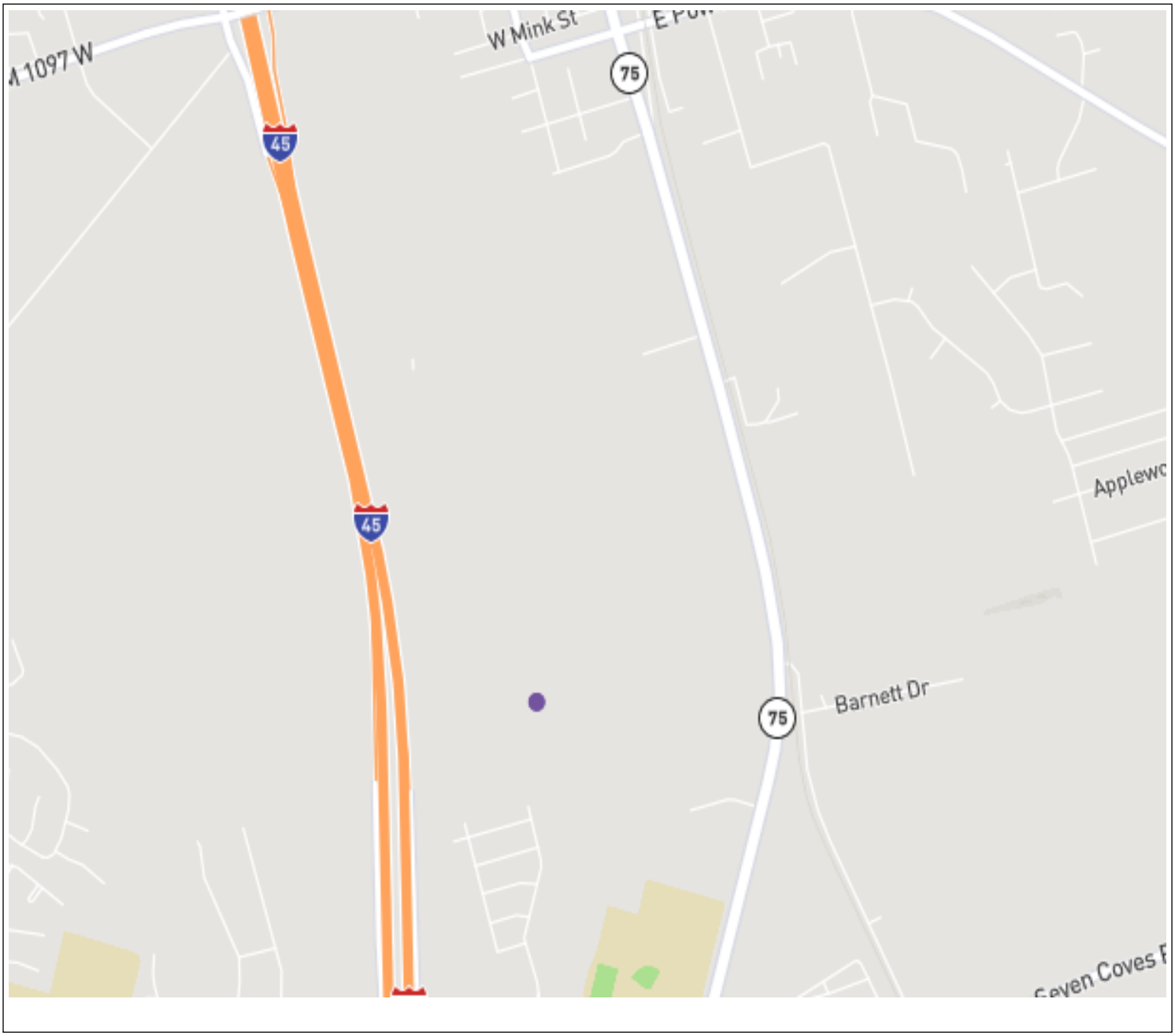
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Plant - Moran Ranch - Developer Agreement

Project Code: I53

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Extension - Old Montgomery Road - Developer Agreement

Project Code: TBD **Rank:** C

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

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Along Old Montgomery Road north of FM 830

Project Summary: Construct approximately 3,100 linear feet of 12" water line. The Woodlands Hill Development will be building this area, but the City will upsize the lines.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	2,250,000	-	-	-	-	-	2,250,000
Total Funding Source	**-**	**$2,250,000**	**-**	**-**	**-**	**-**	**-**	**$2,250,000**
Expenditure								
Improvements >$10,000	-	2,059,000	-	-	-	-	-	2,059,000
Land >$5,000	-	191,000	-	-	-	-	-	191,000
Total Expenditure	**-**	**$2,250,000**	**-**	**-**	**-**	**-**	**-**	**$2,250,000**

Operating Impacts

No data found for the selected parameters.

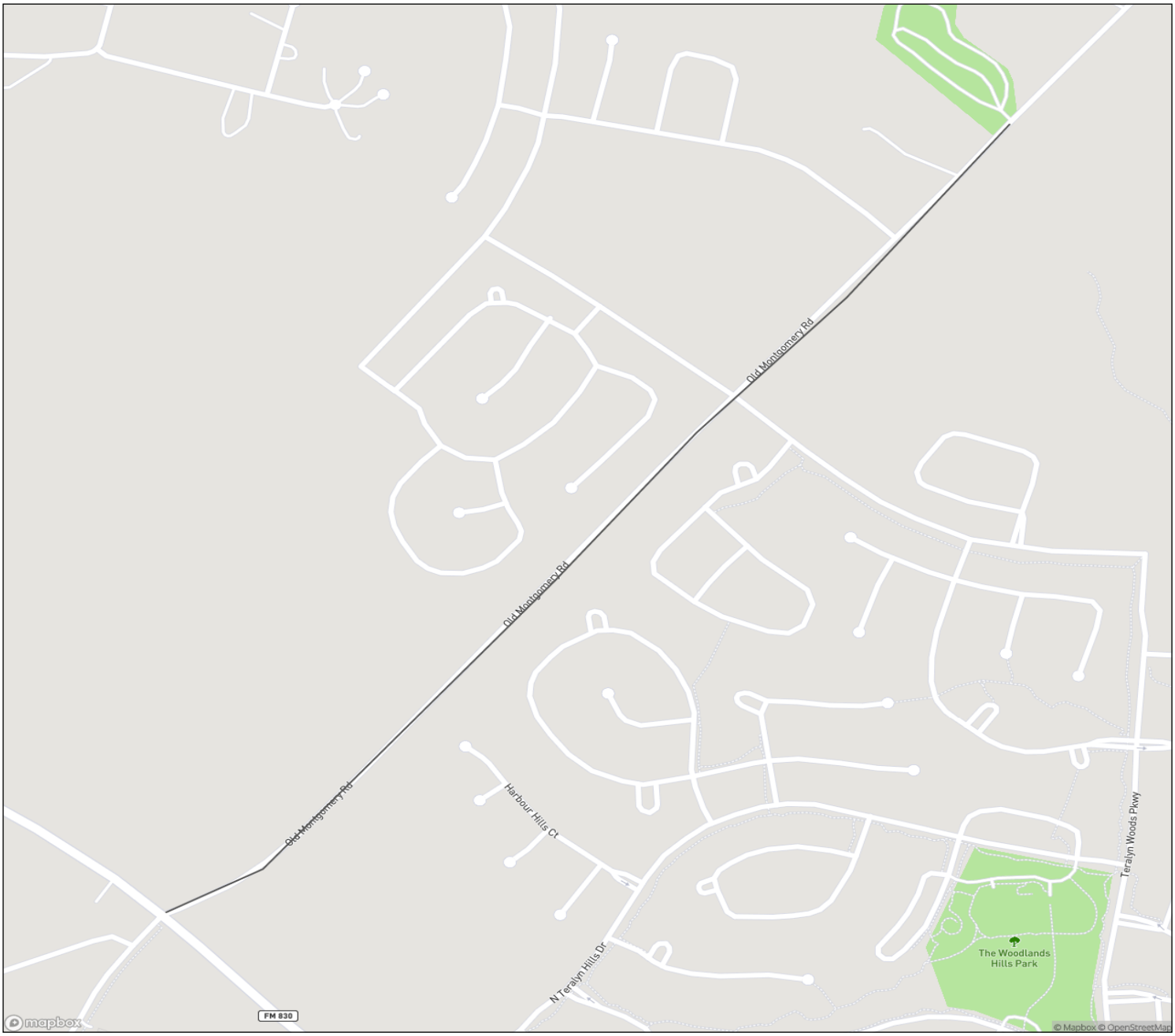
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Extension - Old Montgomery Road - Developer Agreement

Project Code: TBD

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Extension - Dream Center

Project Code: TBD **Rank:** C

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

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Along Avenue E over to Avenue F

Project Summary: Extend approximately 1,500 linear feet of 10" PVC C900 to service the Dream Center Area.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	388,000	-	-	-	-	-	388,000
Total Funding Source	**-**	**$388,000**	**-**	**-**	**-**	**-**	**-**	**$388,000**
Expenditure								
Improvements >$10,000	-	388,000	-	-	-	-	-	388,000
Total Expenditure	**-**	**$388,000**	**-**	**-**	**-**	**-**	**-**	**$388,000**

Operating Impacts

No data found for the selected parameters.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Extension - Dream Center

Project Code: TBD

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #14

Project Code: I83 **Rank:** C

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

Start Date: 2023-03-01 **Completion Date:** 2024-09-30

Location: Wedgewood - 2631 Longmire Road

Project Summary: This project will construct new 2,000 gpm Jasper well to replace existing well at Water Plant#14 (Wedgewood Water Plant). Existing well is in service for over 30-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and further demands. Proposed construction will include following: Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pumps for this location is part of the new Water Master Plan (W113).

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	3,780,000	-	-	-	-	-	3,780,000
Total Funding Source	**-**	**$3,780,000**	**-**	**-**	**-**	**-**	**-**	**$3,780,000**
Expenditure								
Improvements >$10,000	500,000	3,765,000	-	-	-	-	-	4,265,000
Land >$5,000	-	15,000	-	-	-	-	-	15,000
Total Expenditure	**$500,000**	**$3,780,000**	**-**	**-**	**-**	**-**	**-**	**$4,280,000**

Operating Impacts

No data found for the selected parameters.

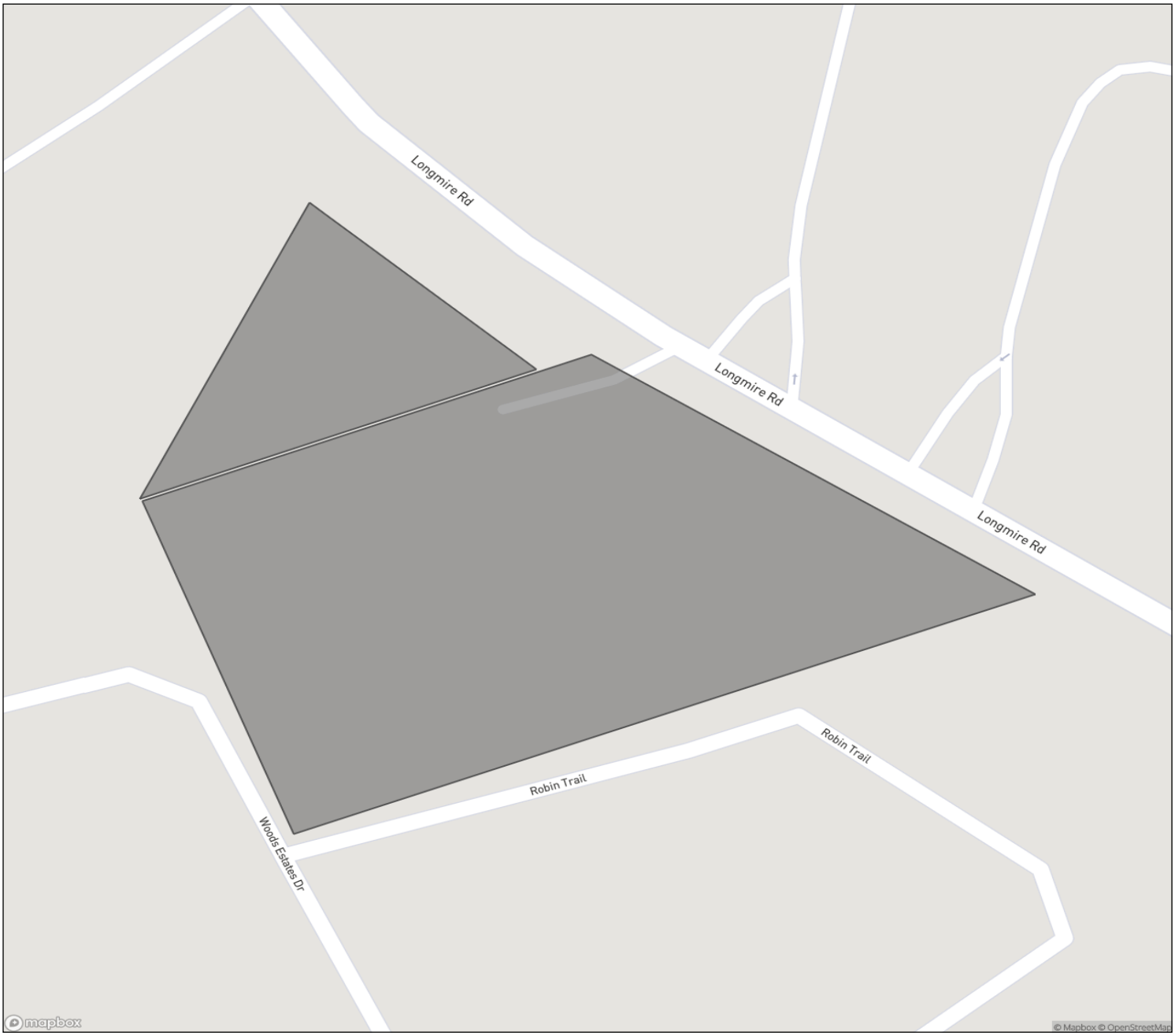
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #14

Project Code: I83

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #6

Project Code: I82 **Rank:** C

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

Start Date: 2023-03-01 **Completion Date:** 2024-09-30

Location: Northwest - 2021 Westview

Project Summary: This project will construct new 2,000 gpm capacity Jasper well to replace existing well at Water Plant#6 (Northwest Water Plant). Existing well is in service for over 50-years and it's production capacity has declined to approx. 1,000 gpm. Based on historical usage and per the latest water master plan report, this water plant will need approximately 2,000 gpm production capacity in order to keep up with current and further demand. Proposed construction will include following: Plugging existing well; drilling new 2,000 gpm Jasper well, electrical upgrades and related works. Upgrading the pups are part of the new Water Master Plan (W112)

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	3,740,000	-	-	-	-	-	3,740,000
Total Funding Source	**-**	**$3,740,000**	**-**	**-**	**-**	**-**	**-**	**$3,740,000**
Expenditure								
Improvements >$10,000	500,000	3,740,000	-	-	-	-	-	4,240,000
Total Expenditure	**$500,000**	**$3,740,000**	**-**	**-**	**-**	**-**	**-**	**$4,240,000**

Operating Impacts

No data found for the selected parameters.

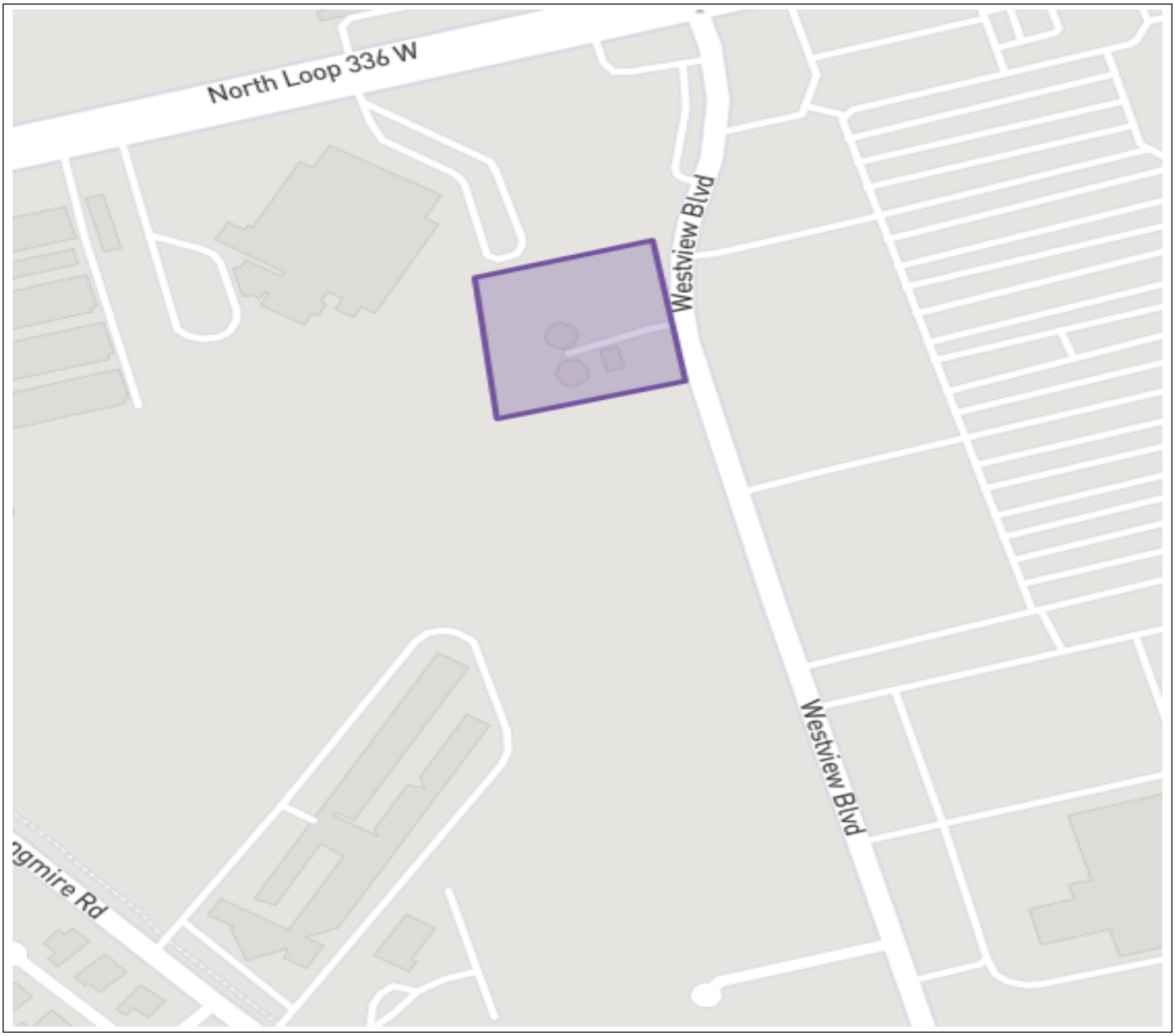
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Well Re-Drilling - Plant #6

Project Code: I82

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Rehab - Park Oak Drive

Project Code: TBD **Rank:** C

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

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Park Oak Drive between Round Oak Lane and Park Oak Drive (cul-de-sac)

Project Summary: Upsize approximately 900 linear feet of existing 4" water line to 8" from west end of Park Oak Drive and interconnect between Round Oak Lane and Park Oak Drive (west cul-de-sac).

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	706,000	-	-	-	-	-	706,000
Total Funding Source	**-**	**$706,000**	**-**	**-**	**-**	**-**	**-**	**$706,000**
Expenditure								
Improvements >$10,000	-	706,000	-	-	-	-	-	706,000
Total Expenditure	**-**	**$706,000**	**-**	**-**	**-**	**-**	**-**	**$706,000**

Operating Impacts

No data found for the selected parameters.

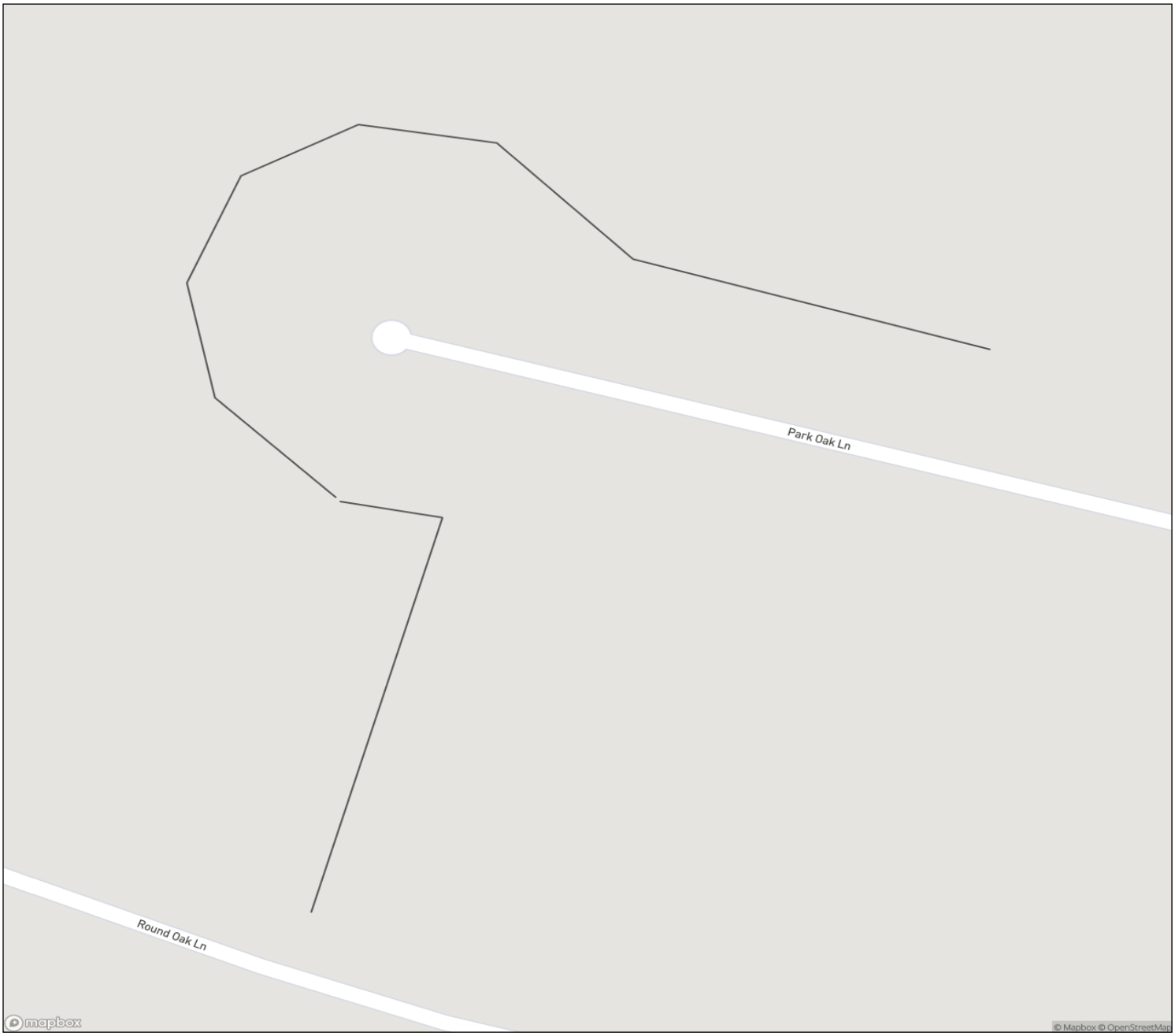
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Water Line Rehab - Park Oak Drive

Project Code: TBD

Project Type: Water

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Main Replacement - Silverdale

Project Code: I56 **Rank:** C

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2022-01-03 **Completion Date:** 2024-09-30

Location: Silverdale Creek Basin

Project Summary: This project consists of replacing 2,250 linear feet of 18" pipe, 3,600 linear feet of 21" pipe, and fourteen (14) 60" diameter manholes and all necessary appurtenances.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	25,000	-	-	-	-	-	25,000
Total Funding Source	**-**	**$25,000**	**-**	**-**	**-**	**-**	**-**	**$25,000**
Expenditure								
Improvements >$10,000	1,909,000	25,000	-	-	-	-	-	1,934,000
Total Expenditure	**$1,909,000**	**$25,000**	**-**	**-**	**-**	**-**	**-**	**$1,934,000**

Operating Impacts

No data found for the selected parameters.

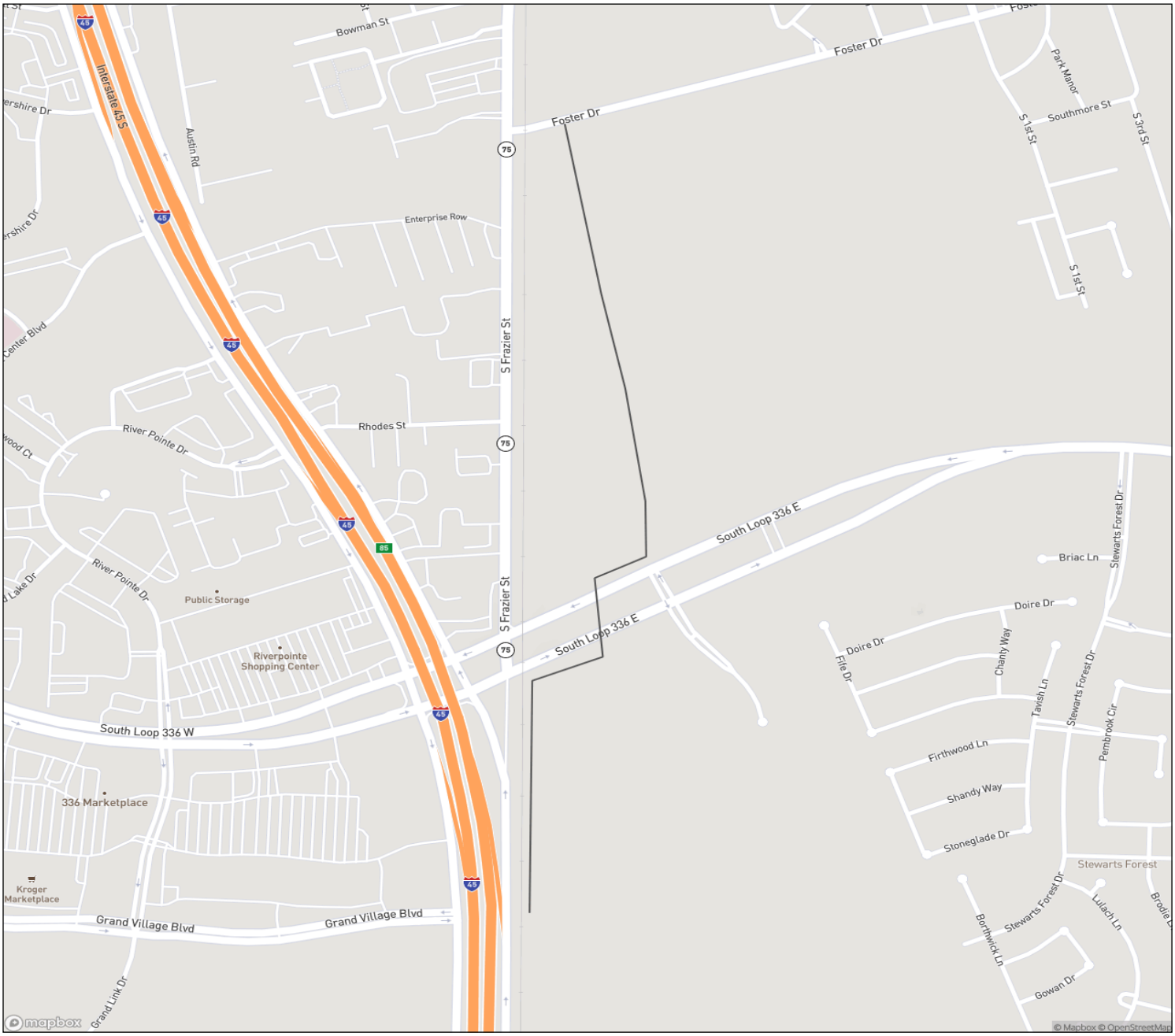
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Main Replacement - Silverdale

Project Code: I56

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Sewer Trunk Line - FM 2854 - Developer Agreement - MUD 183

Project Code: I71 **Rank:** C

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: FM 2854 from West Trunk Line to San Jacinto River to Old Hwy 105

Project Summary: Construct approximately 12,500 linear feet of 30" gravity sewer sewer along FM 2854 from San Jacinto River to Cowl Spur Court. This gravity sewer main will serve existing and new developments along FM 2854 and McCaleb Rd areas.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	7,032,000	-	-	-	-	-	7,032,000
Total Funding Source	**-**	**$7,032,000**	**-**	**-**	**-**	**-**	**-**	**$7,032,000**
Expenditure								
Improvements >$10,000	481,000	7,032,000	-	-	-	-	-	7,513,000
Total Expenditure	**$481,000**	**$7,032,000**	**-**	**-**	**-**	**-**	**-**	**$7,513,000**

Operating Impacts

No data found for the selected parameters.

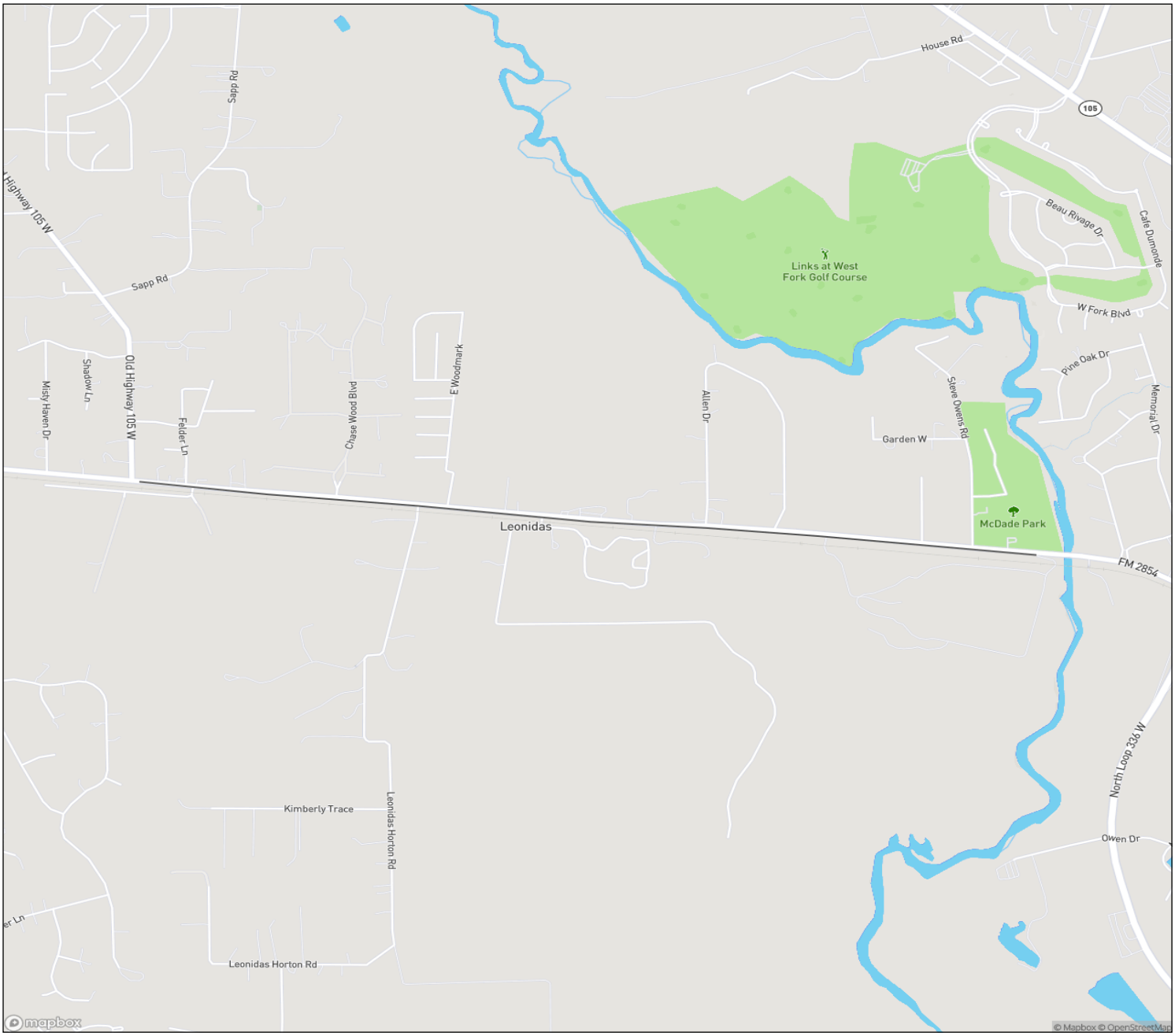
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Sewer Trunk Line - FM 2854 - Developer Agreement - MUD 183

Project Code: I71

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: SSOI Program - Section 10

Project Code: TBD **Rank:** C

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Sanitary Sewer Overflow Initiative Program (SSOI)

Project Summary: The project is an agreement with the Texas Commission on Environmental Quality that requires the City to take action to address sanitary sewer overflows. Funding for this project will be used for sewer line replacement and rehabilitation, manhole inspection and rehabilitation, sewer capacity assessment and studies, lift station improvements, sewer GIS mapping and inventory, information management system initiative and to enhance the fats, oil, grease (FOG) program.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	850,000	-	-	-	-	-	850,000
Total Funding Source	**-**	**$850,000**	**-**	**-**	**-**	**-**	**-**	**$850,000**
Expenditure								
Improvements >$10,000	-	850,000	-	-	-	-	-	850,000
Total Expenditure	**-**	**$850,000**	**-**	**-**	**-**	**-**	**-**	**$850,000**

Operating Impacts

No data found for the selected parameters.

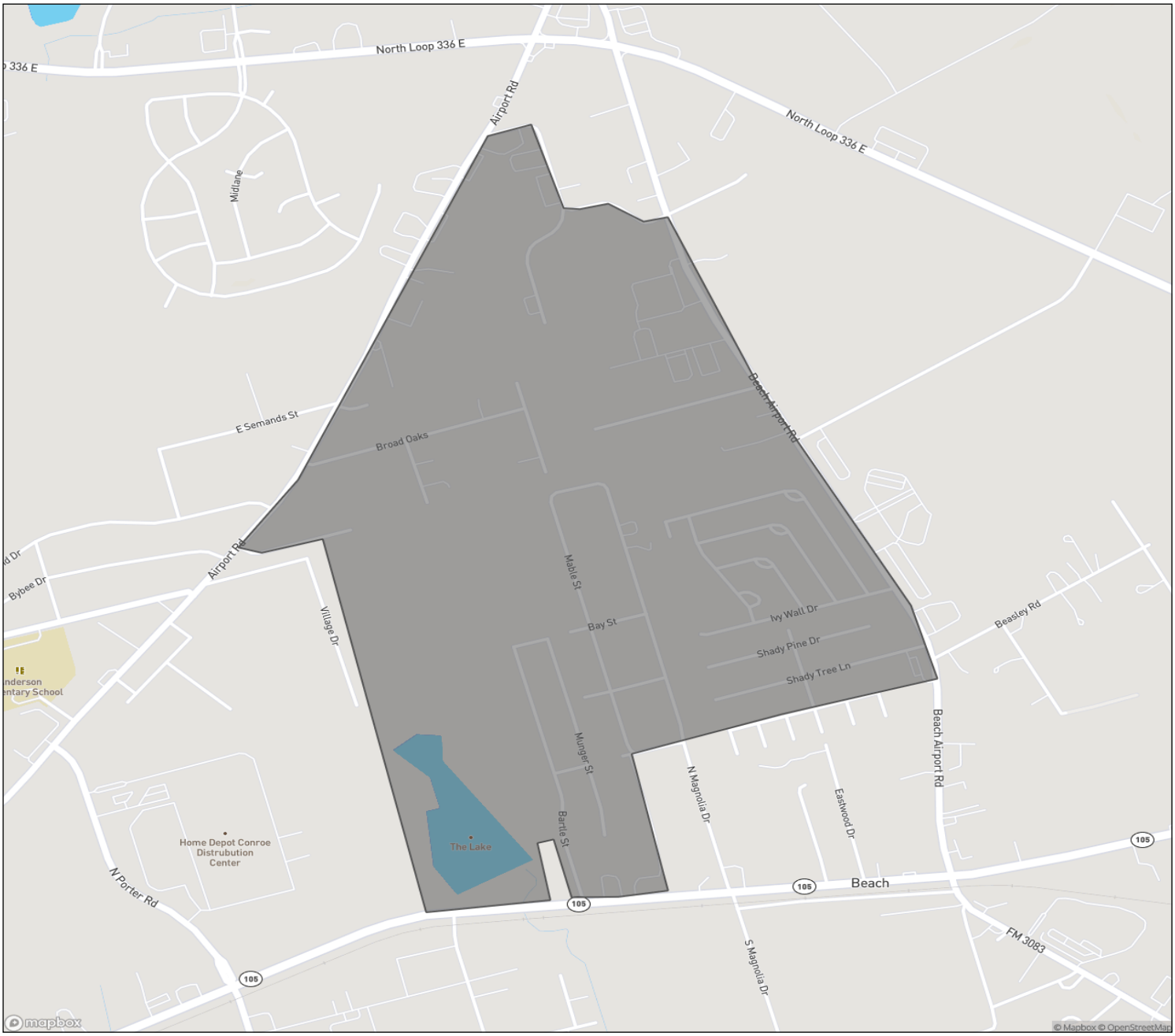
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: SSOI Program - Section 10

Project Code: TBD

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105 - Mit/MOD Grant

Project Code: TBD **Rank:** C

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Eastern portion of the Downtown area and Little Caney Creek Basin

Project Summary: This project consists of replacing 2,000 linear feet 12" pipe, 6,700 linear feet of 15" pipe, 7,250 linear feet of 18" pipe, 4,100 linear feet of 21" pipe, 3,000 linear feet of 24" pipe, and sixty (60) 60" diameter manholes and all necessary appurtenances.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	1,500,000	-	-	-	-	-	1,500,000
Intergovernmental - Federal	-	6,000,000	-	-	-	-	-	6,000,000
Total Funding Source	**-**	**$7,500,000**	**-**	**-**	**-**	**-**	**-**	**$7,500,000**
Expenditure								
Improvements >$10,000	-	7,500,000	-	-	-	-	-	7,500,000
Total Expenditure	**-**	**$7,500,000**	**-**	**-**	**-**	**-**	**-**	**$7,500,000**

Operating Impacts

No data found for the selected parameters.

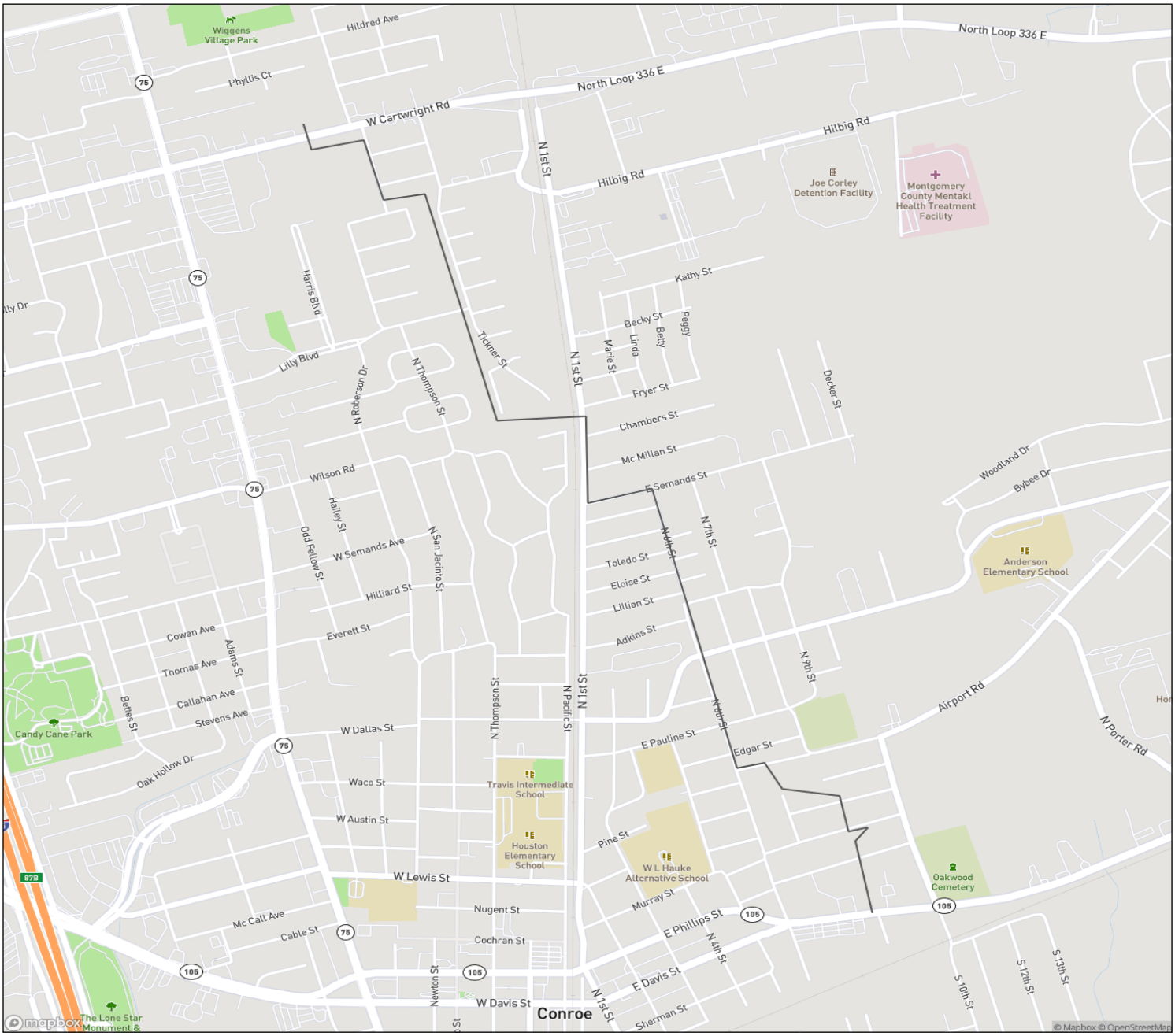
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105 - Mit/MOD Grant

Project Code: TBD

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Rehab - Rivershire Subdivision

Project Code: TBD **Rank:** 01

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Rivershire Subdivision

Project Summary: The scope of this project is to rehab approximate 41,260 linear feet of sewer line of variable size from 6" to 24" using trenchless method, including manhole rehabilitation or replacement in the Rivershire Neighborhood Area.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	5,000,000	-	-	-	-	-	5,000,000
Total Funding Source	**-**	**$5,000,000**	**-**	**-**	**-**	**-**	**-**	**$5,000,000**
Expenditure								
Improvements >$10,000	-	5,000,000	-	-	-	-	-	5,000,000
Total Expenditure	**-**	**$5,000,000**	**-**	**-**	**-**	**-**	**-**	**$5,000,000**

Operating Impacts

No data found for the selected parameters.

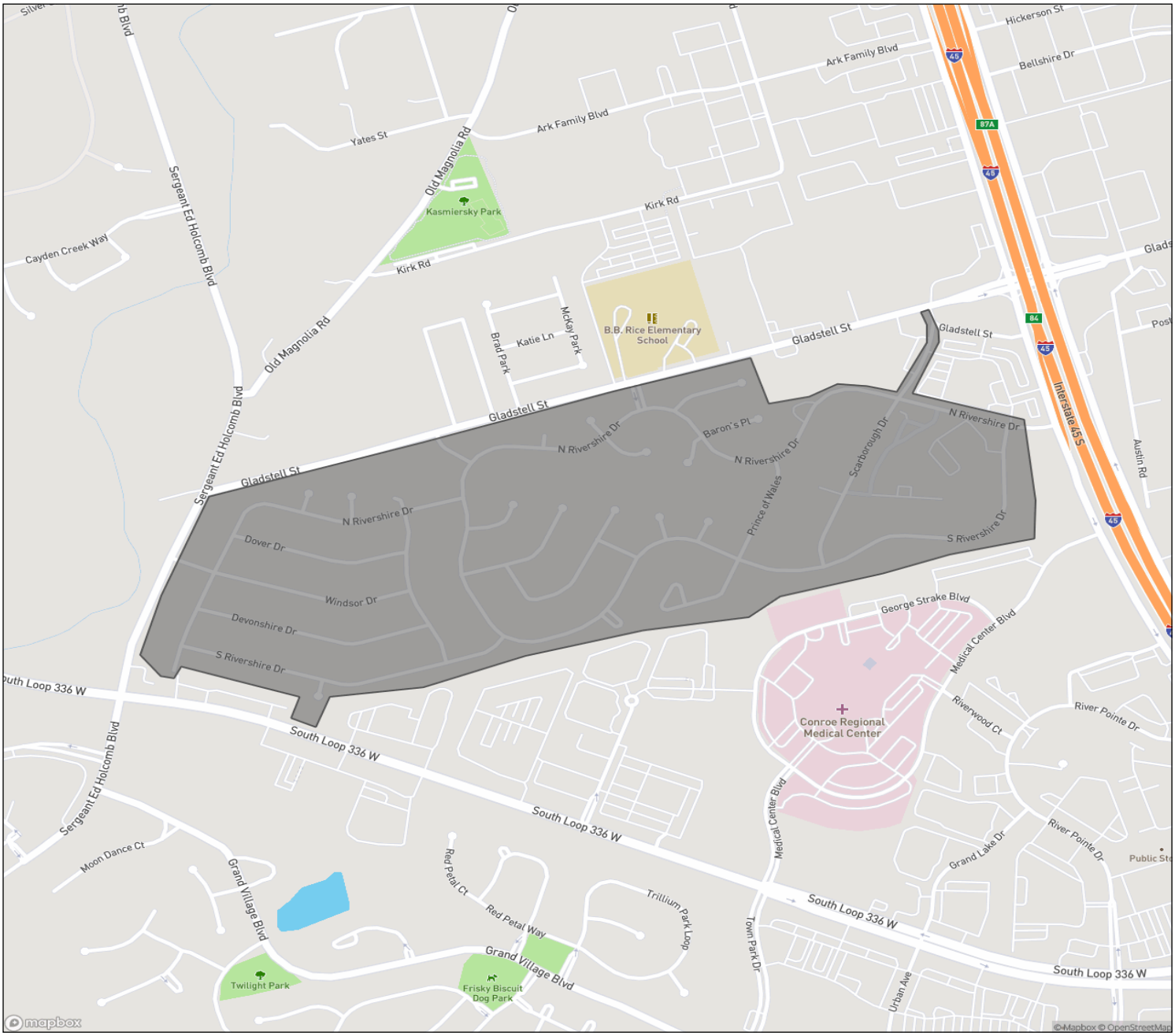
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Rehab - Rivershire Subdivision

Project Code: TBD

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Extension - McCaleb Road

Project Code: TBD **Rank:** 02

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: SH 105 West and McCaleb Road Area

Project Summary: This project will construct approximately 3,000 linear feet of 18" gravity sewer, a new 3.0 MGD lift station and approx. 7,500 linear feet of 12" force main to serve existing and new developments along SH 105 West and McCaleb Road areas.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	3,640,000	-	-	-	-	-	3,640,000
Total Funding Source	**-**	**$3,640,000**	**-**	**-**	**-**	**-**	**-**	**$3,640,000**
Expenditure								
Improvements >$10,000	-	3,640,000	-	-	-	-	-	3,640,000
Total Expenditure	**-**	**$3,640,000**	**-**	**-**	**-**	**-**	**-**	**$3,640,000**

Operating Impacts

No data found for the selected parameters.

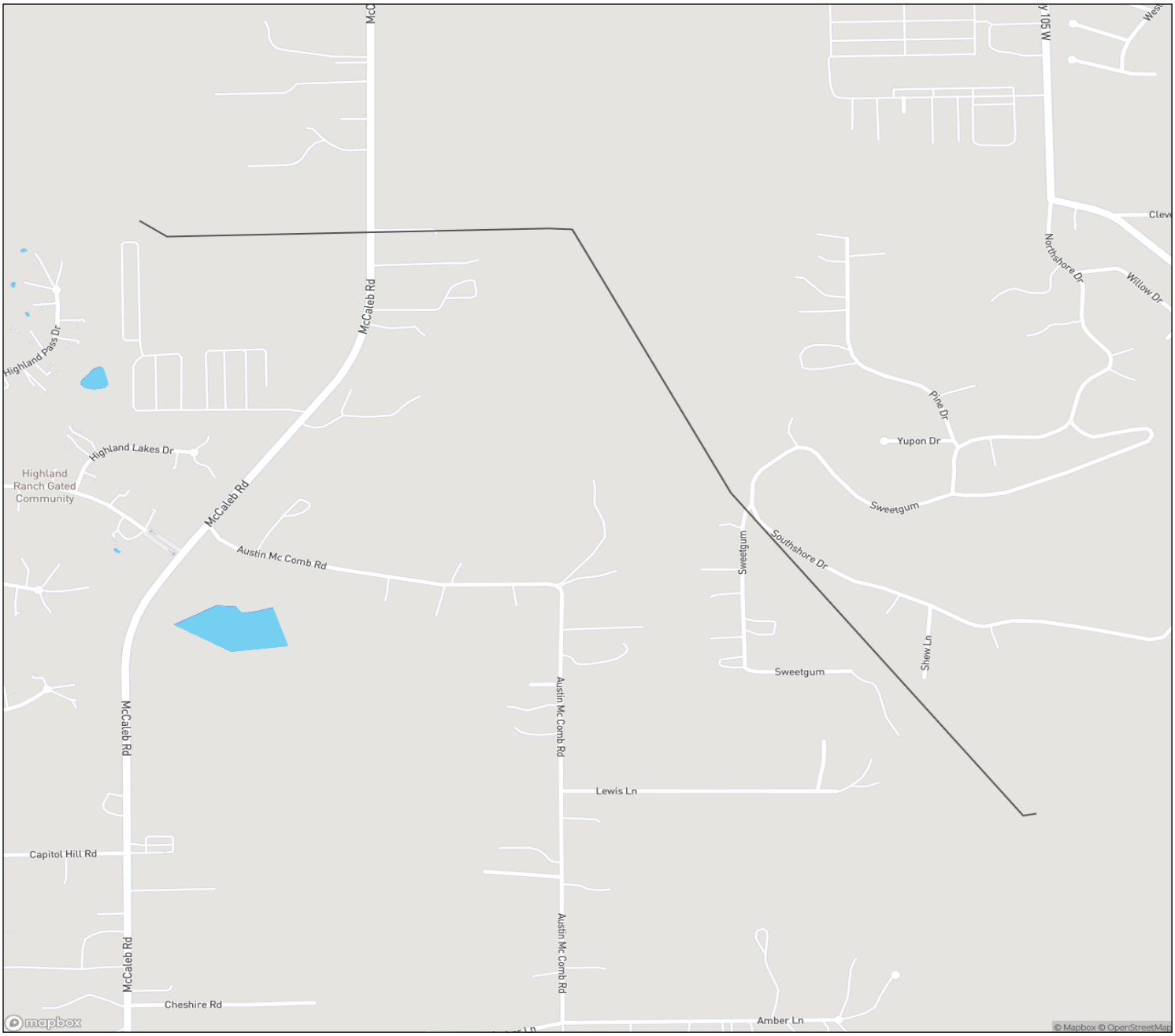
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Sewer Line Extension - McCaleb Road

Project Code: TBD

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Lift Station & Force Main Upgrades - Crighton Road

Project Code: TBD **Rank:** 03

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Crighton Road

Project Summary: This project will upgrade existing lift station to a new lift station with approx. 1.0 MGD capacity and existing 4" force main will be
upgraded to an 8", approx. 5,700 linear feet force main. This upgrade will provide sewer service to existing and new developments
along Crighton Rd and FM 1314 areas.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	1,800,000	-	-	-	-	-	1,800,000
Total Funding Source	**-**	**$1,800,000**	**-**	**-**	**-**	**-**	**-**	**$1,800,000**
Expenditure								
Improvements >$10,000	-	1,800,000	-	-	-	-	-	1,800,000
Total Expenditure	**-**	**$1,800,000**	**-**	**-**	**-**	**-**	**-**	**$1,800,000**

Operating Impacts

No data found for the selected parameters.

City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Lift Station & Force Main Upgrades - Crighton Road

Project Code: TBD

Project Type: Sewer

Project Map:



City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Lift Station Expansion & Gravity Main Replacement - LaSalle

Project Code: TBD **Rank:** 04

Project Type: Sewer **Project Manager:** Engineering

Start Date: 2023-10-01 **Completion Date:** 2024-09-30

Location: Existing LaSalle Lift Station and along LaSalle Branch

Project Summary: This project includes the expansion of the LaSalle Lift Station firm pumping capacity to 2.0 MGD. This project also includes the construction of a 12-inch replacement force main and 21-inch replacement gravity mains downstream of the LaSalle Lift Station. This project is part of the 2018 Wastewater Master Plan.

Project Forecast

	Prior Years	2024	2025	2026	2027	2028	2029-2033	Total Cost
Funding Source								
Bond Proceeds	-	3,400,000	-	-	-	-	-	3,400,000
Total Funding Source	**-**	**$3,400,000**	**-**	**-**	**-**	**-**	**-**	**$3,400,000**
Expenditure								
Improvements >$10,000	-	3,400,000	-	-	-	-	-	3,400,000
Total Expenditure	**-**	**$3,400,000**	**-**	**-**	**-**	**-**	**-**	**$3,400,000**

Operating Impacts

No data found for the selected parameters.

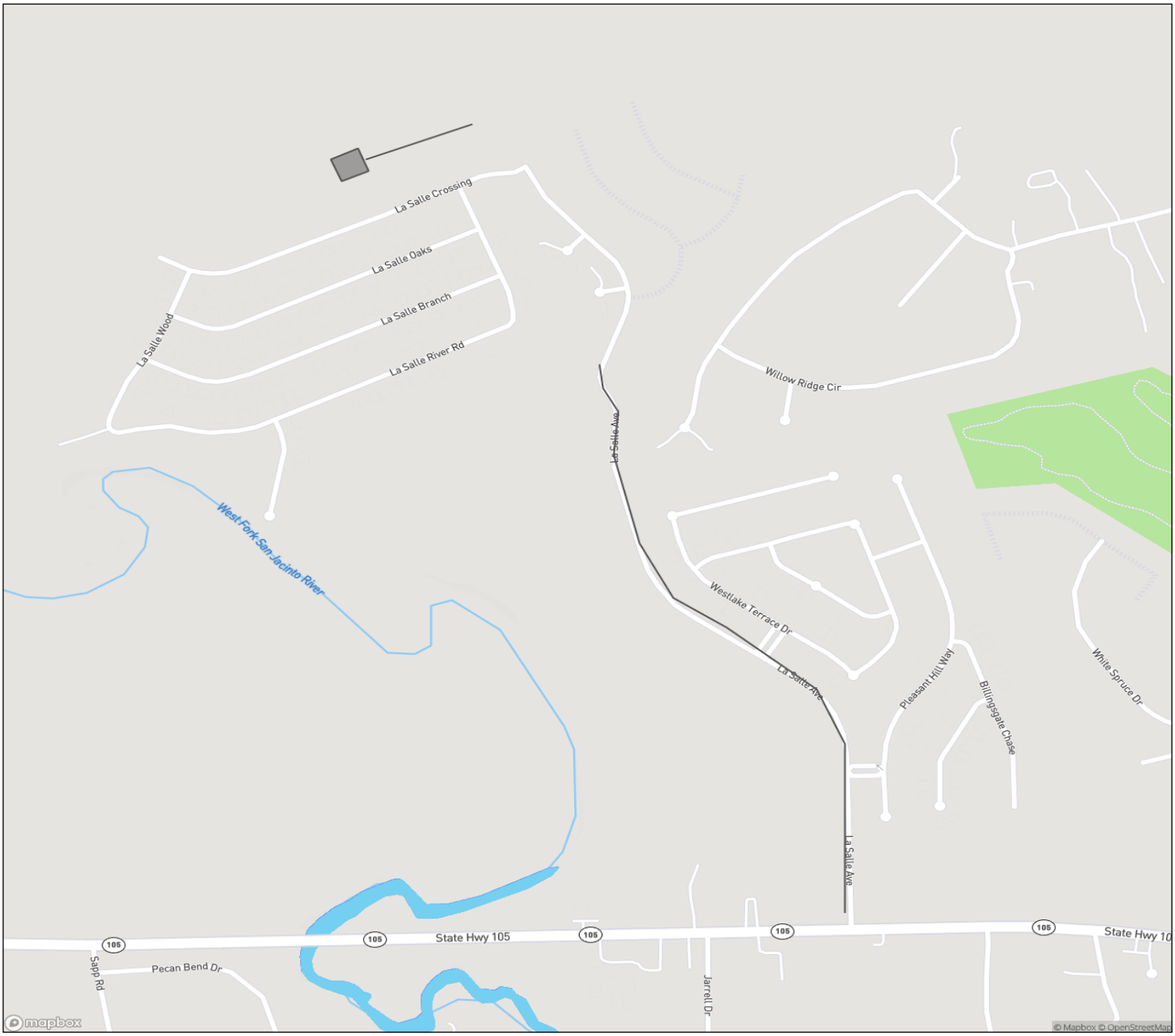
City of Conroe
Capital Improvement Program
Project Sheet

Project Title: Lift Station Expansion & Gravity Main Replacement - LaSalle

Project Code: TBD

Project Type: Sewer

Project Map:



Meeting Date: 11/08/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Michael Monteilh, Financial Analyst

Workshop

Item Type: Presentation

Item Type: Presentation
C. Boothe
Joint Meeting: No Joint Meeting

Description
Discuss the FY 22-23 4th Quarter Investment Report.

Summary / Recommendation
Presentation of the FY 22-23 4th Quarter Investment Report.

Attachments
FY 22-23 4th Quarter Investment Report

Investment Report
City of Conroe
07/01/23 - 09/30/23

This report summarizes the investment position of City of Conroe for the period 07/01/23 to 09/30/23.

	06/30/23	09/30/23
Book Value	389,570,395.33	371,528,236.37
Market Value	388,602,752.35	370,697,559.58
Par Value	390,221,055.46	372,063,740.08
Change in Market Value		243,009.95
Weighted Average Maturity (in Days)	68	70
Weighted Average Yield-to-Maturity of Portfolio	4.8324%	5.1082%
Yield-to-Maturity of 180 Day T-Bill	5.2430%	5.3150%
Accrued Interest		401,846.36
Received and Accrued Interest		4,728,909.05

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, City of Conroe is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of City of Conroe.

Collin Boothe

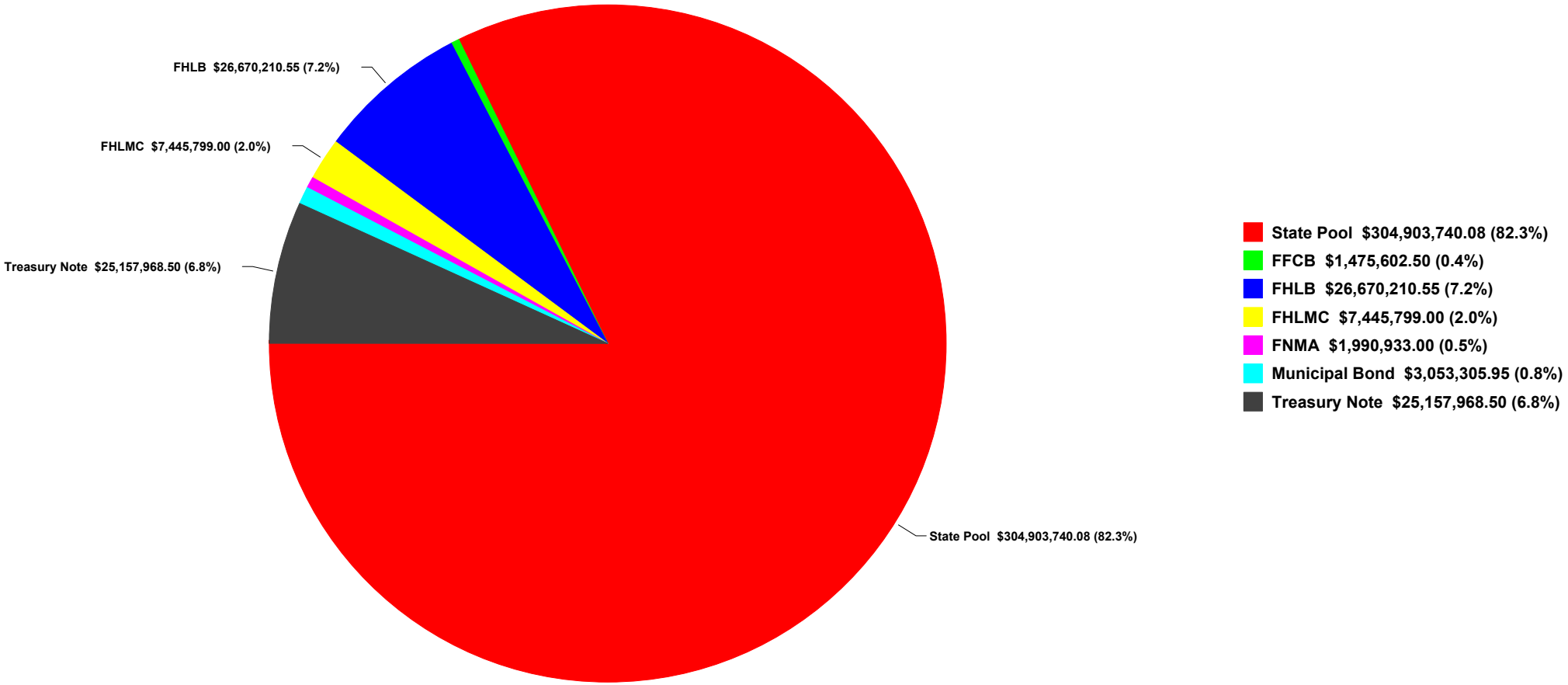
Cassie Smith

Rachel Kulhavy

Michael Monteith

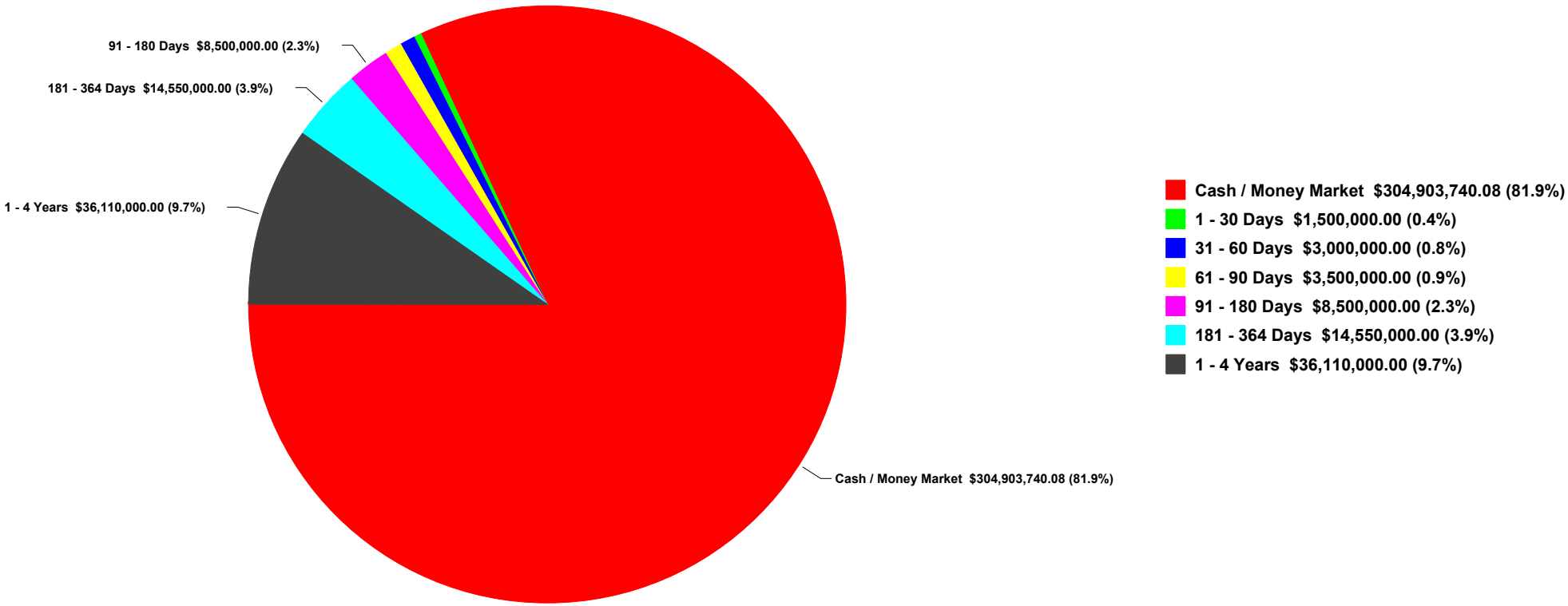
Portfolio Value at Market
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Showing Ending Market Val: $370,697,559.58



Days Remaining to Maturity
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Showing Ending Par Val/Shares: $372,063,740.08



Investment Ratings
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Invest Number	CUSIP	Security Description	Purchase Date	Maturity Date	S & P Rating	Moody's Rating	Fitch Rating	Fund Number
001 - General Fund								
22-0001	3130APCW3	FHLB 0.375 10/21/24	10/21/21	10/21/24	AA+	Aaa		001
22-0005	3130AR5H0	Step Coupon - FHLB 1.25 02/28/24	02/28/22	02/28/24	AA+	Aaa		001
22-0009	3134GXQM9	FHLMC 2.40 10/25/23	04/25/22	10/25/23	AA+	Aaa	AA+	001
22-0011	3133ENWL0	FFCB 2.92 05/16/24	05/16/22	05/16/24	AA+	Aaa	AA+	001
22-0014	91282CBE0	Treasury Note 0.125 01/15/24	05/13/22	01/15/24		Aaa	AA+u	001
23-0003	91282CCX7	Treasury Note 0.375 09/15/24	12/29/22	09/15/24		Aaa	AA+u	001
23-0005	91282CFQ9	Treasury Note 4.375 10/31/24	12/29/22	10/31/24		Aaa	AA+u	001
23-0006	91282CFX4	Treasury Note 4.50 11/30/24	12/29/22	11/30/24		Aaa	AA+u	001
23-0007	3134GYGH9	FHLMC 4.80 02/06/25	02/06/23	02/06/25	AA+	Aaa	AA+	001
23-0014	3130AUVB7	FHLB 5.00 11/28/23	02/28/23	11/28/23	AA+	Aaa		001
23-0016	3130AUWN0	FHLB 5.025 05/28/25	02/28/23	05/28/25	AA+	Aaa		001
23-0017	3130AVH47	FHLB 5.00 01/30/24	03/30/23	01/30/24	AA+	Aaa		001
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			001
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			001
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			001
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			001
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			001
001 - General Fund Total								
002 - W/S Operating								
22-0010	3130ARMV0	FHLB 2.60 04/26/24	04/26/22	04/26/24	AA+	Aaa		002
22-0002	3130AQEE9	FHLB 0.50 06/28/24	12/28/21	06/28/24	AA+	Aaa		002
23-0008	91282CDN8	Treasury Note 1.00 12/15/24	01/31/23	12/15/24		Aaa	AA+u	002
23-0010	91282CED9	Treasury Note 1.75 03/15/25	02/09/23	03/15/25		Aaa	AA+u	002
23-0012	9128284M9	Treasury Note 2.875 04/30/25	02/10/23	04/30/25		Aaa	AA+u	002
22-0013	91282CBA8	Treasury Note 0.125 12/15/23	05/13/22	12/15/23		Aaa	AA+u	002
23-0015	3135GAEY3	FNMA 5.125 02/28/24	02/28/23	02/28/24			F1+	002
23-0020	3130AWSE1	FHLB 5.50 08/14/25	08/14/23	08/14/25	AA+	Aaa		002
23-0021	3130AWVU1	FHLB 5.55 08/28/26	08/28/23	08/28/26	AA+	Aaa		002
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			002
22-0021	91282CFG1	Treasury Note 3.25 08/31/24	09/29/22	08/31/24		Aaa	AA+u	002
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			002
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			002
22-0003	3130AQEE9	FHLB 0.50 06/28/24	12/28/21	06/28/24	AA+	Aaa		002
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			002
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			002
002 - W/S Operating Total								
003 - Equipment Replacement								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			003
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			003
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			003
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			003
003 - Equipment Replacement Total								

Investment Ratings
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Invest Number	CUSIP	Security Description	Purchase Date	Maturity Date	S & P Rating	Moody's Rating	Fitch Rating	Fund Number
004 - Hotel/Motel Occupancy Tax								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			004
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			004
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			004
004 - Hotel/Motel Occupancy Tax Total								
008 - W/S Revenue Reserve								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			008
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			008
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			008
008 - W/S Revenue Reserve Total								
009 - Conroe Industrial Development								
23-0011	91282CEH0	Treasury Note 2.625 04/15/25	02/09/23	04/15/25		Aaa	AA+u	009
22-0008	139078GY9	Municipal Bond - Canyons School 2.75 06/15/24	04/20/22	06/15/24		Aaa	AAA	009
22-0020	9128282N9	Treasury Note 2.125 07/31/24	09/29/22	07/31/24		Aaa	AA+u	009
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			009
22-0015	3130A0XE5	FHLB 3.25 03/08/24	05/13/22	03/08/24	AA+	Aaa		009
22-0012	3130AS2M0	FHLB 2.65 11/24/23	05/24/22	11/24/23	AA+	Aaa		009
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			009
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			009
23-0018	3134GYUQ3	FHLMC 5.60 06/26/25	06/30/23	06/26/25	AA+	Aaa	AA+	009
23-0019	882724J99	Municipal Bond 5.00 08/01/25	07/06/23	08/01/25	AAA		AAA	009
23-0013	3135GAEQ0	FNMA 5.05 11/27/24	02/27/23	11/27/24	AA+	Aaa	AA+	009
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			009
23-0004	91282CDS7	Treasury Note 1.125 01/15/25	12/29/22	01/15/25		Aaa	AA+u	009
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			009
009 - Conroe Industrial Development Total								
010 - Debt Service Fund								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			010
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			010
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			010
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			010
23-0009	3130AURB2	FHLB 4.95 03/28/24	02/09/23	03/28/24	AA+	Aaa		010
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			010
010 - Debt Service Fund Total								
034 - Woodlands Township Regional								
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			034
034 - Woodlands Township Regional Total								
045 - W/S Equip Replacement								
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			045
045 - W/S Equip Replacement Total								
052 - Fleet Services								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			052
052 - Fleet Services Total								

Investment Ratings
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Invest Number	CUSIP	Security Description	Purchase Date	Maturity Date	S & P Rating	Moody's Rating	Fitch Rating	Fund Number
079 - Tax Incr. Reinv. Zone 3								
23-0001	3130AUC28	FHLB 5.01 12/28/23	12/30/22	12/28/23		Aaa		079
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			079
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			079
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			079
079 - Tax Incr. Reinv. Zone 3 Total								
081 - Self Funded Insurance								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			081
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			081
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			081
081 - Self Funded Insurance Total								
088 - Animal Shelter Reserve								
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			088
088 - Animal Shelter Reserve Total								
222 - CLFRF - American Rescue Act								
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			222
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			222
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			222
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			222
222 - CLFRF - American Rescue Act Total								
402 - CIDC CIP Fund, STRB 2019								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			402
402 - CIDC CIP Fund, STRB 2019 Total								
501 - W&S CIP Fund, CO 2018B								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			501
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			501
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			501
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			501
501 - W&S CIP Fund, CO 2018B Total								
502 - W&S CIP Fund, CO 2019B								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			502
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			502
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			502
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			502
502 - W&S CIP Fund, CO 2019B Total								
505 - W&S CIP Fund, CO 2020C								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			505
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			505
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			505
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			505
505 - W&S CIP Fund, CO 2020C Total								
506 - W&S CIP Fund, CO 2021C								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			506

Investment Ratings
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Invest Number	CUSIP	Security Description	Purchase Date	Maturity Date	S & P Rating	Moody's Rating	Fitch Rating	Fund Number
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			506
506 - W&S CIP Fund, CO 2021C Total								
508 - W&S CIP Fund, CO 2022C								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			508
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			508
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			508
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			508
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			508
508 - W&S CIP Fund, CO 2022C Total								
601 - CIP Fund, CO 2018A								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			601
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			601
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			601
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			601
601 - CIP Fund, CO 2018A Total								
602 - CIP Fund, CO 2019A								
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			602
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			602
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			602
602 - CIP Fund, CO 2019A Total								
603 - CONVENTION CENTER CIP								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			603
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			603
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			603
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			603
603 - CONVENTION CENTER CIP Total								
605 - CIP Fund, CO 2020B								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			605
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			605
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			605
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			605
605 - CIP Fund, CO 2020B Total								
606 - CIP Fund, CO 2021B								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			606
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			606
606 - CIP Fund, CO 2021B Total								
607 - CIP Fund, CO 2022A								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			607
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			607
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			607
607 - CIP Fund, CO 2022A Total								
608 - CIP Fund, CO 2022B								
AR-0008	TexPool	State Pool	06/30/19	Open	AAAm			608

Investment Ratings
City of Conroe
Effective Interest - Actual Life
Receipts in Period
09/30/23

Invest Number	CUSIP	Security Description	Purchase Date	Maturity Date	S & P Rating	Moody's Rating	Fitch Rating	Fund Number
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			608
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			608
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			608
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			608
608 - CIP Fund, CO 2022B Total								
609 - HOTEL&CONV CNTR CIDC LOAN								
AR-0010	Texas Class	State Pool	06/30/19	Open	AAAm			609
AR-0009	TexStar	State Pool	06/30/19	Open	AAAm			609
AR-0011	Texas Class Government	State Pool	06/30/19	Open	AAAm			609
609 - HOTEL&CONV CNTR CIDC LOAN Total								
700 - CLGC OPERATING								
AR-0013	LOGIC	State Pool	01/12/23	Open	AAAm			700
700 - CLGC OPERATING Total								

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
088 - Animal Shelter Reserve													
State Pool													
TexStar	AR-0009	State Pool	06/30/19	Open	204,154.63	206,862.75	204,154.63	206,862.75	0.00	0.00	0.00	204,154.63	206,862.75
State Pool Total					**204,154.63**	**206,862.75**	**204,154.63**	**206,862.75**	**0.00**	**0.00**	**0.00**	**204,154.63**	**206,862.75**
088 - Animal Shelter Reserve Total					**204,154.63**	**206,862.75**	**204,154.63**	**206,862.75**	**0.00**	**0.00**	**0.00**	**204,154.63**	**206,862.75**
402 - CIDC CIP Fund, STRB 2019													
State Pool													
Texas Class	AR-0010	State Pool	06/30/19	Open	3,884,368.11	3,421,595.99	3,884,368.11	3,421,595.99	0.00	0.00	0.00	3,884,368.11	3,421,595.99
State Pool Total					**3,884,368.11**	**3,421,595.99**	**3,884,368.11**	**3,421,595.99**	**0.00**	**0.00**	**0.00**	**3,884,368.11**	**3,421,595.99**
402 - CIDC CIP Fund, STRB 2019 Total					**3,884,368.11**	**3,421,595.99**	**3,884,368.11**	**3,421,595.99**	**0.00**	**0.00**	**0.00**	**3,884,368.11**	**3,421,595.99**
601 - CIP Fund, CO 2018A													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	3,306,485.98	3,234,655.58	3,306,485.98	3,234,655.58	0.00	0.00	10,105,710.19	3,306,485.98	3,234,655.58
TexStar	AR-0009	State Pool	06/30/19	Open	1,359,539.56	1,309,367.93	1,359,539.56	1,309,367.93	0.00	0.00	8,081,237.36	1,359,539.56	1,309,367.93
Texas Class	AR-0010	State Pool	06/30/19	Open	2,093,619.88	2,122,517.81	2,093,619.88	2,122,517.81	0.00	0.00	11,307,241.63	2,093,619.88	2,122,517.81
Texas Class Government	AR-0011	State Pool	06/30/19	Open	2,499,436.25	2,531,888.51	2,499,436.25	2,531,888.51	0.00	0.00	9,100,612.26	2,499,436.25	2,531,888.51
State Pool Total					**9,259,081.67**	**9,198,429.83**	**9,259,081.67**	**9,198,429.83**	**0.00**	**0.00**	**38,594,801.44**	**9,259,081.67**	**9,198,429.83**
601 - CIP Fund, CO 2018A Total					**9,259,081.67**	**9,198,429.83**	**9,259,081.67**	**9,198,429.83**	**0.00**	**0.00**	**38,594,801.44**	**9,259,081.67**	**9,198,429.83**
602 - CIP Fund, CO 2019A													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	3,003,355.58	2,695,184.26	3,003,355.58	2,695,184.26	0.00	0.00	0.00	3,003,355.58	2,695,184.26
TexStar	AR-0009	State Pool	06/30/19	Open	2,706,272.61	2,343,938.28	2,706,272.61	2,343,938.28	0.00	0.00	0.00	2,706,272.61	2,343,938.28
Texas Class Government	AR-0011	State Pool	06/30/19	Open	2,793,037.93	2,829,302.26	2,793,037.93	2,829,302.26	0.00	0.00	0.00	2,793,037.93	2,829,302.26
State Pool Total					**8,502,666.12**	**7,868,424.80**	**8,502,666.12**	**7,868,424.80**	**0.00**	**0.00**	**0.00**	**8,502,666.12**	**7,868,424.80**
602 - CIP Fund, CO 2019A Total					**8,502,666.12**	**7,868,424.80**	**8,502,666.12**	**7,868,424.80**	**0.00**	**0.00**	**0.00**	**8,502,666.12**	**7,868,424.80**
605 - CIP Fund, CO 2020B													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	1,328,989.96	1,346,651.44	1,328,989.96	1,346,651.44	0.00	0.00	0.00	1,328,989.96	1,346,651.44
TexStar	AR-0009	State Pool	06/30/19	Open	392,303.42	376,873.26	392,303.42	376,873.26	0.00	0.00	0.00	392,303.42	376,873.26
Texas Class	AR-0010	State Pool	06/30/19	Open	1,744,206.88	1,667,766.74	1,744,206.88	1,667,766.74	0.00	0.00	0.00	1,744,206.88	1,667,766.74
Texas Class Government	AR-0011	State Pool	06/30/19	Open	3,376,929.70	3,397,572.10	3,376,929.70	3,397,572.10	0.00	0.00	0.00	3,376,929.70	3,397,572.10
State Pool Total					**6,842,429.96**	**6,788,863.54**	**6,842,429.96**	**6,788,863.54**	**0.00**	**0.00**	**0.00**	**6,842,429.96**	**6,788,863.54**
605 - CIP Fund, CO 2020B Total					**6,842,429.96**	**6,788,863.54**	**6,842,429.96**	**6,788,863.54**	**0.00**	**0.00**	**0.00**	**6,842,429.96**	**6,788,863.54**
606 - CIP Fund, CO 2021B													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	7,689,976.27	5,578,406.00	7,689,976.27	5,578,406.00	0.00	0.00	0.00	7,689,976.27	5,578,406.00
Texas Class	AR-0010	State Pool	06/30/19	Open	5,960,688.31	4,425,941.12	5,960,688.31	4,425,941.12	0.00	0.00	0.00	5,960,688.31	4,425,941.12
State Pool Total					**13,650,664.58**	**10,004,347.12**	**13,650,664.58**	**10,004,347.12**	**0.00**	**0.00**	**0.00**	**13,650,664.58**	**10,004,347.12**
606 - CIP Fund, CO 2021B Total					**13,650,664.58**	**10,004,347.12**	**13,650,664.58**	**10,004,347.12**	**0.00**	**0.00**	**0.00**	**13,650,664.58**	**10,004,347.12**
607 - CIP Fund, CO 2022A													
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	19,604,592.03	17,920,578.01	19,604,592.03	17,920,578.01	0.00	0.00	21,980,000.00	19,604,592.03	17,920,578.01
TexPool	AR-0008	State Pool	06/30/19	Open	6,382,380.91	6,467,198.93	6,382,380.91	6,467,198.93	0.00	0.00	0.00	6,382,380.91	6,467,198.93
Texas Class	AR-0010	State Pool	06/30/19	Open	8,960,235.00	8,666,710.47	8,960,235.00	8,666,710.47	0.00	0.00	0.00	8,960,235.00	8,666,710.47
State Pool Total					**34,947,207.94**	**33,054,487.41**	**34,947,207.94**	**33,054,487.41**	**0.00**	**0.00**	**21,980,000.00**	**34,947,207.94**	**33,054,487.41**
607 - CIP Fund, CO 2022A Total					**34,947,207.94**	**33,054,487.41**	**34,947,207.94**	**33,054,487.41**	**0.00**	**0.00**	**21,980,000.00**	**34,947,207.94**	**33,054,487.41**
608 - CIP Fund, CO 2022B													
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	20,327,908.10	20,114,397.23	20,327,908.10	20,114,397.23	0.00	0.00	22,000,000.00	20,327,908.10	20,114,397.23
TexPool	AR-0008	State Pool	06/30/19	Open	8,916,585.44	9,035,081.51	8,916,585.44	9,035,081.51	0.00	0.00	0.00	8,916,585.44	9,035,081.51
TexStar	AR-0009	State Pool	06/30/19	Open	4,465,939.47	4,525,180.39	4,465,939.47	4,525,180.39	0.00	0.00	0.00	4,465,939.47	4,525,180.39
Texas Class	AR-0010	State Pool	06/30/19	Open	8,805,184.04	8,820,778.40	8,805,184.04	8,820,778.40	0.00	0.00	0.00	8,805,184.04	8,820,778.40
Texas Class Government	AR-0011	State Pool	06/30/19	Open	6,653,712.45	6,701,767.59	6,653,712.45	6,701,767.59	0.00	0.00	0.00	6,653,712.45	6,701,767.59
State Pool Total					**49,169,329.50**	**49,197,205.12**	**49,169,329.50**	**49,197,205.12**	**0.00**	**0.00**	**22,000,000.00**	**49,169,329.50**	**49,197,205.12**
608 - CIP Fund, CO 2022B Total					**49,169,329.50**	**49,197,205.12**	**49,169,329.50**	**49,197,205.12**	**0.00**	**0.00**	**22,000,000.00**	**49,169,329.50**	**49,197,205.12**
222 - CLFRF - American Rescue Act													

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	2,024,763.31	1,998,192.04	2,024,763.31	1,998,192.04	0.00	0.00	0.00	2,024,763.31	1,998,192.04
TexStar	AR-0009	State Pool	06/30/19	Open	1,790,194.19	1,724,915.31	1,790,194.19	1,724,915.31	0.00	0.00	0.00	1,790,194.19	1,724,915.31
Texas Class	AR-0010	State Pool	06/30/19	Open	898,308.48	597,515.35	898,308.48	597,515.35	0.00	0.00	0.00	898,308.48	597,515.35
Texas Class Government	AR-0011	State Pool	06/30/19	Open	3,794,513.17	3,481,735.68	3,794,513.17	3,481,735.68	0.00	0.00	0.00	3,794,513.17	3,481,735.68
State Pool Total					**8,507,779.15**	**7,802,358.38**	**8,507,779.15**	**7,802,358.38**	**0.00**	**0.00**	**0.00**	**8,507,779.15**	**7,802,358.38**
222 - CLFRF - American Rescue Act Total					**8,507,779.15**	**7,802,358.38**	**8,507,779.15**	**7,802,358.38**	**0.00**	**0.00**	**0.00**	**8,507,779.15**	**7,802,358.38**
700 - CLGC OPERATING													
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	3,133,255.95	3,035,874.56	3,133,255.95	3,035,874.56	0.00	0.00	0.00	3,133,255.95	3,035,874.56
State Pool Total					**3,133,255.95**	**3,035,874.56**	**3,133,255.95**	**3,035,874.56**	**0.00**	**0.00**	**0.00**	**3,133,255.95**	**3,035,874.56**
700 - CLGC OPERATING Total					**3,133,255.95**	**3,035,874.56**	**3,133,255.95**	**3,035,874.56**	**0.00**	**0.00**	**0.00**	**3,133,255.95**	**3,035,874.56**
009 - Conroe Industrial Development													
FHLB													
3130A0XE5	22-0015	FHLB 3.25 03/08/24	05/13/22	Open	1,500,000.00	1,500,000.00	1,477,894.50	1,485,381.00	0.00	0.00	1,519,319.00	1,507,394.39	1,504,716.00
3130AS2M0	22-0012	FHLB 2.65 11/24/23	05/24/22	05/24/23	1,500,000.00	1,500,000.00	1,482,771.00	1,493,485.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
FHLB Total					**3,000,000.00**	**3,000,000.00**	**2,960,665.50**	**2,978,866.50**	**0.00**	**0.00**	**3,019,319.00**	**3,007,394.39**	**3,004,716.00**
FHLMC													
3134GYUQ3	23-0018	FHLMC 5.60 06/26/25	06/30/23	Open	3,000,000.00	3,000,000.00	3,000,000.00	2,981,352.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
FHLMC Total					**3,000,000.00**	**3,000,000.00**	**3,000,000.00**	**2,981,352.00**	**0.00**	**0.00**	**3,000,000.00**	**3,000,000.00**	**3,000,000.00**
FNMA													
3135GAEQ0	23-0013	FNMA 5.05 11/27/24	02/27/23	11/27/24	1,000,000.00	1,000,000.00	991,781.00	993,838.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
FNMA Total					**1,000,000.00**	**1,000,000.00**	**991,781.00**	**993,838.00**	**0.00**	**0.00**	**1,000,000.00**	**1,000,000.00**	**1,000,000.00**
Municipal Bond													
072131MX0	21-0015-01	Municipal Bond Bay City, TX 5.00 09/01/23	01/12/21	Open	755,000.00	0.00	756,936.58	0.00	0.00	755,000.00	848,106.60	760,905.30	0.00
139078GY9	22-0008	Municipal Bond - Canyons School 2.75 06/15/24	04/20/22	Open	3,000,000.00	3,000,000.00	2,925,468.00	2,943,840.00	0.00	0.00	3,024,990.00	3,011,287.52	3,008,352.43
73358W4V3	22-0006-01	Municipal Bond 1.086 07/01/23	03/18/22	Open	3,000,000.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00	2,980,410.00	3,000,000.00	0.00
882724J99	23-0019	Municipal Bond 5.00 08/01/25	07/06/23	Open	0.00	110,000.00	0.00	109,465.95	110,224.40	0.00	110,224.40	0.00	110,204.35
Municipal Bond Total					**6,755,000.00**	**3,110,000.00**	**6,682,404.58**	**3,053,305.95**	**110,224.40**	**3,755,000.00**	**6,963,731.00**	**6,772,192.82**	**3,118,556.78**
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	312,914.27	317,214.62	312,914.27	317,214.62	0.00	0.00	345,000.00	312,914.27	317,214.62
TexPool	AR-0008	State Pool	06/30/19	Open	3,457,571.79	3,503,520.84	3,457,571.79	3,503,520.84	0.00	0.00	0.00	3,457,571.79	3,503,520.84
TexStar	AR-0009	State Pool	06/30/19	Open	2,772,180.62	2,817,690.81	2,772,180.62	2,817,690.81	0.00	0.00	2,446,316.34	2,772,180.62	2,817,690.81
Texas Class	AR-0010	State Pool	06/30/19	Open	1,302,867.31	3,336,590.85	1,302,867.31	3,336,590.85	0.00	0.00	19,228,917.70	1,302,867.31	3,336,590.85
Texas Class Government	AR-0011	State Pool	06/30/19	Open	3,705,508.05	2,749,063.08	3,705,508.05	2,749,063.08	0.00	0.00	3,603,117.20	3,705,508.05	2,749,063.08
State Pool Total					**11,551,042.04**	**12,724,080.20**	**11,551,042.04**	**12,724,080.20**	**0.00**	**0.00**	**25,623,351.24**	**11,551,042.04**	**12,724,080.20**
Treasury Note													
9128282N9	22-0020	Treasury Note 2.125 07/31/24	09/29/22	Open	2,000,000.00	2,000,000.00	1,931,094.00	1,945,546.00	0.00	0.00	1,929,368.54	1,957,776.98	1,967,434.73
91282CDS7	23-0004	Treasury Note 1.125 01/15/25	12/29/22	Open	2,000,000.00	2,000,000.00	1,880,546.00	1,896,094.00	0.00	0.00	1,874,062.50	1,904,297.60	1,919,516.07
91282CEH0	23-0011	Treasury Note 2.625 04/15/25	02/09/23	Open	3,000,000.00	3,000,000.00	2,876,952.00	2,885,391.00	0.00	0.00	2,894,062.50	2,912,399.10	2,924,265.45
Treasury Note Total					**7,000,000.00**	**7,000,000.00**	**6,688,592.00**	**6,727,031.00**	**0.00**	**0.00**	**6,697,493.54**	**6,774,473.68**	**6,811,216.25**
009 - Conroe Industrial Development Total					**32,306,042.04**	**29,834,080.20**	**31,874,485.12**	**29,458,473.65**	**110,224.40**	**3,755,000.00**	**46,303,894.78**	**32,105,102.93**	**29,658,569.23**
603 - CONVENTION CENTER CIP													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TexStar	AR-0009	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Class	AR-0010	State Pool	06/30/19	Open	2,428,698.07	1,160,484.17	2,428,698.07	1,160,484.17	0.00	0.00	0.00	2,428,698.07	1,160,484.17
Texas Class Government	AR-0011	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**2,428,698.07**	**1,160,484.17**	**2,428,698.07**	**1,160,484.17**	**0.00**	**0.00**	**0.00**	**2,428,698.07**	**1,160,484.17**
603 - CONVENTION CENTER CIP Total					**2,428,698.07**	**1,160,484.17**	**2,428,698.07**	**1,160,484.17**	**0.00**	**0.00**	**0.00**	**2,428,698.07**	**1,160,484.17**
010 - Debt Service Fund													
FHLB													
3130AURB2	23-0009	FHLB 4.95 03/28/24	02/09/23	08/09/23	1,000,000.00	1,000,000.00	994,258.00	996,696.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
FHLB Total					**1,000,000.00**	**1,000,000.00**	**994,258.00**	**996,696.00**	**0.00**	**0.00**	**1,000,000.00**	**1,000,000.00**	**1,000,000.00**
FHLB Discount Note													
313384KG3	23-0002-01	FHLB Discount Note 0.00 08/11/23	12/28/22	Open	2,000,000.00	0.00	1,989,456.00	0.00	0.00	2,000,000.00	1,941,742.22	1,989,233.26	0.00

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
FHLB Discount Note Total					**2,000,000.00**	**0.00**	**1,989,456.00**	**0.00**	**0.00**	**2,000,000.00**	**1,941,742.22**	**1,989,233.26**	**0.00**
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	2,403.24	2,436.27	2,403.24	2,436.27	0.00	0.00	0.00	2,403.24	2,436.27
TexPool	AR-0008	State Pool	06/30/19	Open	1,322,204.01	338,028.81	1,322,204.01	338,028.81	0.00	0.00	329,260.25	1,322,204.01	338,028.81
TexStar	AR-0009	State Pool	06/30/19	Open	3,842,850.70	5,402,778.72	3,842,850.70	5,402,778.72	0.00	0.00	2,886,778.30	3,842,850.70	5,402,778.72
Texas Class	AR-0010	State Pool	06/30/19	Open	1,033,000.71	1,047,259.07	1,033,000.71	1,047,259.07	0.00	0.00	0.00	1,033,000.71	1,047,259.07
Texas Class Government	AR-0011	State Pool	06/30/19	Open	1,812,210.24	1,835,739.68	1,812,210.24	1,835,739.68	0.00	0.00	3,594,779.97	1,812,210.24	1,835,739.68
State Pool Total					**8,012,668.90**	**8,626,242.55**	**8,012,668.90**	**8,626,242.55**	**0.00**	**0.00**	**6,810,818.52**	**8,012,668.90**	**8,626,242.55**
010 - Debt Service Fund Total					**11,012,668.90**	**9,626,242.55**	**10,996,382.90**	**9,622,938.55**	**0.00**	**2,000,000.00**	**9,752,560.74**	**11,001,902.16**	**9,626,242.55**
003 - Equipment Replacement													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	1,779,463.91	1,803,111.92	1,779,463.91	1,803,111.92	0.00	0.00	2,846,312.28	1,779,463.91	1,803,111.92
TexStar	AR-0009	State Pool	06/30/19	Open	2,313,693.27	2,344,384.53	2,313,693.27	2,344,384.53	0.00	0.00	2,256,501.06	2,313,693.27	2,344,384.53
Texas Class	AR-0010	State Pool	06/30/19	Open	872,311.83	884,352.23	872,311.83	884,352.23	0.00	0.00	684,448.10	872,311.83	884,352.23
Texas Class Government	AR-0011	State Pool	06/30/19	Open	1,045,976.70	1,059,557.48	1,045,976.70	1,059,557.48	0.00	0.00	0.00	1,045,976.70	1,059,557.48
State Pool Total					**6,011,445.71**	**6,091,406.16**	**6,011,445.71**	**6,091,406.16**	**0.00**	**0.00**	**5,787,261.44**	**6,011,445.71**	**6,091,406.16**
003 - Equipment Replacement Total					**6,011,445.71**	**6,091,406.16**	**6,011,445.71**	**6,091,406.16**	**0.00**	**0.00**	**5,787,261.44**	**6,011,445.71**	**6,091,406.16**
052 - Fleet Services													
State Pool													
Texas Class	AR-0010	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
052 - Fleet Services Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
001 - General Fund													
FFCB													
3133ENWL0	22-0011	FFCB 2.92 05/16/24	05/16/22	10/11/23	1,500,000.00	1,500,000.00	1,465,965.00	1,475,602.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
FFCB Total					**1,500,000.00**	**1,500,000.00**	**1,465,965.00**	**1,475,602.50**	**0.00**	**0.00**	**1,500,000.00**	**1,500,000.00**	**1,500,000.00**
FHLB													
3130APCW3	22-0001	FHLB 0.375 10/21/24	10/21/21	01/21/22	3,000,000.00	3,000,000.00	2,827,689.00	2,858,526.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
3130AR5H0	22-0005	Step Coupon - FHLB 1.25 02/28/24	02/28/22	02/28/23	2,000,000.00	2,000,000.00	1,956,706.00	1,972,944.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
3130AUVB7	23-0014	FHLB 5.00 11/28/23	02/28/23	08/28/23	1,500,000.00	1,500,000.00	1,495,939.50	1,498,561.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130AUWN0	23-0016	FHLB 5.025 05/28/25	02/28/23	02/28/24	3,000,000.00	3,000,000.00	2,973,714.00	2,972,046.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
3130AVH47	23-0017	FHLB 5.00 01/30/24	03/30/23	06/30/23	1,500,000.00	1,500,000.00	1,494,661.50	1,497,256.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
FHLB Total					**11,000,000.00**	**11,000,000.00**	**10,748,710.00**	**10,799,334.00**	**0.00**	**0.00**	**11,000,000.00**	**11,000,000.00**	**11,000,000.00**
FHLMC													
3134GXQM9	22-0009	FHLMC 2.40 10/25/23	04/25/22	05/25/22	1,500,000.00	1,500,000.00	1,485,168.00	1,497,168.00	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3134GYGH9	23-0007	FHLMC 4.80 02/06/25	02/06/23	02/06/24	3,000,000.00	3,000,000.00	2,966,481.00	2,967,279.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
FHLMC Total					**4,500,000.00**	**4,500,000.00**	**4,451,649.00**	**4,464,447.00**	**0.00**	**0.00**	**4,500,000.00**	**4,500,000.00**	**4,500,000.00**
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	2,918,387.93	1,089,265.72	2,918,387.93	1,089,265.72	0.00	0.00	350,000.00	2,918,387.93	1,089,265.72
TexPool	AR-0008	State Pool	06/30/19	Open	3,737,680.23	4,790,267.75	3,737,680.23	4,790,267.75	0.00	0.00	4,830,833.00	3,737,680.23	4,790,267.75
TexStar	AR-0009	State Pool	06/30/19	Open	18,386,239.73	14,002,013.90	18,386,239.73	14,002,013.90	0.00	0.00	6,962,401.91	18,386,239.73	14,002,013.90
Texas Class	AR-0010	State Pool	06/30/19	Open	6,369,180.34	5,856,911.33	6,369,180.34	5,856,911.33	0.00	0.00	4,453,700.29	6,369,180.34	5,856,911.33
Texas Class Government	AR-0011	State Pool	06/30/19	Open	17,188,035.15	16,414,049.35	17,188,035.15	16,414,049.35	0.00	0.00	4,579,136.03	17,188,035.15	16,414,049.35
State Pool Total					**48,599,523.38**	**42,152,508.05**	**48,599,523.38**	**42,152,508.05**	**0.00**	**0.00**	**21,176,071.23**	**48,599,523.38**	**42,152,508.05**
Treasury Note													
91282CBE0	22-0014	Treasury Note 0.125 01/15/24	05/13/22	Open	1,500,000.00	1,500,000.00	1,458,925.50	1,477,500.00	0.00	0.00	1,444,335.94	1,481,852.68	1,490,287.87
91282CCX7	23-0003	Treasury Note 0.375 09/15/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,884,610.00	1,905,938.00	0.00	0.00	1,865,937.50	1,904,465.77	1,923,832.43
91282CFQ9	23-0005	Treasury Note 4.375 10/31/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,975,626.00	1,977,656.00	0.00	0.00	1,997,555.56	1,998,287.46	1,998,601.09
91282CFX4	23-0006	Treasury Note 4.50 11/30/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,978,516.00	1,979,922.00	0.00	0.00	2,004,053.78	2,003,067.18	2,002,534.90
Treasury Note Total					**7,500,000.00**	**7,500,000.00**	**7,297,677.50**	**7,341,016.00**	**0.00**	**0.00**	**7,311,882.78**	**7,387,673.09**	**7,415,256.29**
001 - General Fund Total					**73,099,523.38**	**66,652,508.05**	**72,563,524.88**	**66,232,907.55**	**0.00**	**0.00**	**45,487,954.01**	**72,987,196.47**	**66,567,764.34**
609 - HOTEL&CONV CNTR CIDC LOAN													
State Pool													
TexStar	AR-0009	State Pool	06/30/19	Open	617,855.60	83,893.77	617,855.60	83,893.77	0.00	0.00	0.00	617,855.60	83,893.77
Texas Class	AR-0010	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Class Government	AR-0011	State Pool	06/30/19	Open	3,066,365.82	720,201.83	3,066,365.82	720,201.83	0.00	0.00	0.00	3,066,365.82	720,201.83

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
State Pool Total					**3,684,221.42**	**804,095.60**	**3,684,221.42**	**804,095.60**	**0.00**	**0.00**	**0.00**	**3,684,221.42**	**804,095.60**
609 - HOTEL&CONV CNTR CIDC LOAN Total					**3,684,221.42**	**804,095.60**	**3,684,221.42**	**804,095.60**	**0.00**	**0.00**	**0.00**	**3,684,221.42**	**804,095.60**
004 - Hotel/Motel Occupancy Tax													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	336,128.94	340,595.90	336,128.94	340,595.90	0.00	0.00	1,122,122.39	336,128.94	340,595.90
TexStar	AR-0009	State Pool	06/30/19	Open	415,281.71	420,790.45	415,281.71	420,790.45	0.00	0.00	314,636.06	415,281.71	420,790.45
Texas Class	AR-0010	State Pool	06/30/19	Open	842,184.59	853,809.14	842,184.59	853,809.14	0.00	0.00	1,611,219.89	842,184.59	853,809.14
State Pool Total					**1,593,595.24**	**1,615,195.49**	**1,593,595.24**	**1,615,195.49**	**0.00**	**0.00**	**3,047,978.34**	**1,593,595.24**	**1,615,195.49**
004 - Hotel/Motel Occupancy Tax Total					**1,593,595.24**	**1,615,195.49**	**1,593,595.24**	**1,615,195.49**	**0.00**	**0.00**	**3,047,978.34**	**1,593,595.24**	**1,615,195.49**
081 - Self Funded Insurance													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	962,760.64	975,555.15	962,760.64	975,555.15	0.00	0.00	0.00	962,760.64	975,555.15
TexStar	AR-0009	State Pool	06/30/19	Open	522,660.34	497,304.66	522,660.34	497,304.66	0.00	0.00	0.00	522,660.34	497,304.66
Texas Class Government	AR-0011	State Pool	06/30/19	Open	2,867,105.01	3,814,521.03	2,867,105.01	3,814,521.03	0.00	0.00	0.00	2,867,105.01	3,814,521.03
State Pool Total					**4,352,525.99**	**5,287,380.84**	**4,352,525.99**	**5,287,380.84**	**0.00**	**0.00**	**0.00**	**4,352,525.99**	**5,287,380.84**
081 - Self Funded Insurance Total					**4,352,525.99**	**5,287,380.84**	**4,352,525.99**	**5,287,380.84**	**0.00**	**0.00**	**0.00**	**4,352,525.99**	**5,287,380.84**
079 - Tax Incr. Reinv. Zone 3													
FHLB													
3130AUC28	23-0001	FHLB 5.01 12/28/23	12/30/22	Open	2,000,000.00	2,000,000.00	1,993,258.00	1,997,152.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
FHLB Total					**2,000,000.00**	**2,000,000.00**	**1,993,258.00**	**1,997,152.00**	**0.00**	**0.00**	**2,000,000.00**	**2,000,000.00**	**2,000,000.00**
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TexStar	AR-0009	State Pool	06/30/19	Open	3,568,027.40	5,044,681.79	3,568,027.40	5,044,681.79	0.00	0.00	0.00	3,568,027.40	5,044,681.79
Texas Class	AR-0010	State Pool	06/30/19	Open	1,805,948.79	829,046.72	1,805,948.79	829,046.72	0.00	0.00	4,977,634.20	1,805,948.79	829,046.72
State Pool Total					**5,373,976.19**	**5,873,728.51**	**5,373,976.19**	**5,873,728.51**	**0.00**	**0.00**	**4,977,634.20**	**5,373,976.19**	**5,873,728.51**
079 - Tax Incr. Reinv. Zone 3 Total					**7,373,976.19**	**7,873,728.51**	**7,367,234.19**	**7,870,880.51**	**0.00**	**0.00**	**6,977,634.20**	**7,373,976.19**	**7,873,728.51**
501 - W&S CIP Fund, CO 2018B													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	23,322,577.64	0.00	0.00
TexStar	AR-0009	State Pool	06/30/19	Open	2,619,988.65	2,603,958.25	2,619,988.65	2,603,958.25	0.00	0.00	24,903,669.29	2,619,988.65	2,603,958.25
Texas Class	AR-0010	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	20,129,101.98	0.00	0.00
Texas Class Government	AR-0011	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	23,347,605.57	0.00	0.00
State Pool Total					**2,619,988.65**	**2,603,958.25**	**2,619,988.65**	**2,603,958.25**	**0.00**	**0.00**	**91,702,954.48**	**2,619,988.65**	**2,603,958.25**
501 - W&S CIP Fund, CO 2018B Total					**2,619,988.65**	**2,603,958.25**	**2,619,988.65**	**2,603,958.25**	**0.00**	**0.00**	**91,702,954.48**	**2,619,988.65**	**2,603,958.25**
502 - W&S CIP Fund, CO 2019B													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TexStar	AR-0009	State Pool	06/30/19	Open	2,395,771.03	2,216,144.67	2,395,771.03	2,216,144.67	0.00	0.00	0.00	2,395,771.03	2,216,144.67
Texas Class	AR-0010	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Class Government	AR-0011	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**2,395,771.03**	**2,216,144.67**	**2,395,771.03**	**2,216,144.67**	**0.00**	**0.00**	**0.00**	**2,395,771.03**	**2,216,144.67**
502 - W&S CIP Fund, CO 2019B Total					**2,395,771.03**	**2,216,144.67**	**2,395,771.03**	**2,216,144.67**	**0.00**	**0.00**	**0.00**	**2,395,771.03**	**2,216,144.67**
505 - W&S CIP Fund, CO 2020C													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	1,741,532.57	997,812.78	1,741,532.57	997,812.78	0.00	0.00	0.00	1,741,532.57	997,812.78
TexStar	AR-0009	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Class	AR-0010	State Pool	06/30/19	Open	332,998.57	274,527.32	332,998.57	274,527.32	0.00	0.00	0.00	332,998.57	274,527.32
Texas Class Government	AR-0011	State Pool	06/30/19	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**2,074,531.14**	**1,272,340.10**	**2,074,531.14**	**1,272,340.10**	**0.00**	**0.00**	**0.00**	**2,074,531.14**	**1,272,340.10**
505 - W&S CIP Fund, CO 2020C Total					**2,074,531.14**	**1,272,340.10**	**2,074,531.14**	**1,272,340.10**	**0.00**	**0.00**	**0.00**	**2,074,531.14**	**1,272,340.10**
506 - W&S CIP Fund, CO 2021C													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	4,968,413.07	2,454,320.67	4,968,413.07	2,454,320.67	0.00	0.00	0.00	4,968,413.07	2,454,320.67
Texas Class	AR-0010	State Pool	06/30/19	Open	1,122,865.88	2,555.16	1,122,865.88	2,555.16	0.00	0.00	0.00	1,122,865.88	2,555.16
State Pool Total					**6,091,278.95**	**2,456,875.83**	**6,091,278.95**	**2,456,875.83**	**0.00**	**0.00**	**0.00**	**6,091,278.95**	**2,456,875.83**
506 - W&S CIP Fund, CO 2021C Total					**6,091,278.95**	**2,456,875.83**	**6,091,278.95**	**2,456,875.83**	**0.00**	**0.00**	**0.00**	**6,091,278.95**	**2,456,875.83**

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
508 - W&S CIP Fund, CO 2022C													
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	19,683,375.37	18,768,329.10	19,683,375.37	18,768,329.10	0.00	0.00	21,980,000.00	19,683,375.37	18,768,329.10
TexPool	AR-0008	State Pool	06/30/19	Open	10,863,560.50	10,315,728.70	10,863,560.50	10,315,728.70	0.00	0.00	0.00	10,863,560.50	10,315,728.70
TexStar	AR-0009	State Pool	06/30/19	Open	4,318,294.25	4,365,527.18	4,318,294.25	4,365,527.18	0.00	0.00	0.00	4,318,294.25	4,365,527.18
Texas Class	AR-0010	State Pool	06/30/19	Open	9,048,285.01	9,173,177.17	9,048,285.01	9,173,177.17	0.00	0.00	0.00	9,048,285.01	9,173,177.17
Texas Class Government	AR-0011	State Pool	06/30/19	Open	5,118,566.34	4,181,098.59	5,118,566.34	4,181,098.59	0.00	0.00	0.00	5,118,566.34	4,181,098.59
State Pool Total					**49,032,081.47**	**46,803,860.74**	**49,032,081.47**	**46,803,860.74**	**0.00**	**0.00**	**21,980,000.00**	**49,032,081.47**	**46,803,860.74**
508 - W&S CIP Fund, CO 2022C Total					**49,032,081.47**	**46,803,860.74**	**49,032,081.47**	**46,803,860.74**	**0.00**	**0.00**	**21,980,000.00**	**49,032,081.47**	**46,803,860.74**
045 - W/S Equip Replacement													
State Pool													
TexStar	AR-0009	State Pool	06/30/19	Open	1,520,735.82	1,540,908.46	1,520,735.82	1,540,908.46	0.00	0.00	1,663,675.61	1,520,735.82	1,540,908.46
State Pool Total					**1,520,735.82**	**1,540,908.46**	**1,520,735.82**	**1,540,908.46**	**0.00**	**0.00**	**1,663,675.61**	**1,520,735.82**	**1,540,908.46**
045 - W/S Equip Replacement Total					**1,520,735.82**	**1,540,908.46**	**1,520,735.82**	**1,540,908.46**	**0.00**	**0.00**	**1,663,675.61**	**1,520,735.82**	**1,540,908.46**
002 - W/S Operating													
FHLB													
3130AQEE9	22-0002	FHLB 0.50 06/28/24	12/28/21	03/28/22	1,000,000.00	1,000,000.00	959,839.00	969,801.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
3130AQEE9	22-0003	FHLB 0.50 06/28/24	12/28/21	03/28/22	1,550,000.00	1,550,000.00	1,487,750.45	1,503,191.55	0.00	0.00	1,550,000.00	1,550,000.00	1,550,000.00
3130ARMV0	22-0010	FHLB 2.60 04/26/24	04/26/22	04/26/23	1,500,000.00	1,500,000.00	1,463,938.50	1,476,058.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130ASHG7	22-0019-01	FHLB 3.30 09/29/23	06/29/22	Open	1,200,000.00	0.00	1,193,665.20	0.00	0.00	1,200,000.00	1,200,000.00	1,200,000.00	0.00
3130AWSE1	23-0020	FHLB 5.50 08/14/25	08/14/23	02/14/24	0.00	3,000,000.00	0.00	2,978,613.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00
3130AWVU1	23-0021	FHLB 5.55 08/28/26	08/28/23	05/28/24	0.00	3,000,000.00	0.00	2,970,498.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00
FHLB Total					**5,250,000.00**	**10,050,000.00**	**5,105,193.15**	**9,898,162.05**	**6,000,000.00**	**1,200,000.00**	**11,250,000.00**	**5,250,000.00**	**10,050,000.00**
FNMA													
3135GAEY3	23-0015	FNMA 5.125 02/28/24	02/28/23	08/28/23	1,000,000.00	1,000,000.00	996,027.00	997,095.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
FNMA Total					**1,000,000.00**	**1,000,000.00**	**996,027.00**	**997,095.00**	**0.00**	**0.00**	**1,000,000.00**	**1,000,000.00**	**1,000,000.00**
Municipal Bond													
144609JU9	21-0019-01	Municipal Bond 5.00 08/15/23	03/16/21	Open	855,000.00	0.00	854,394.66	0.00	0.00	855,000.00	952,452.90	859,946.52	0.00
Municipal Bond Total					**855,000.00**	**0.00**	**854,394.66**	**0.00**	**0.00**	**855,000.00**	**952,452.90**	**859,946.52**	**0.00**
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	1,260.49	1,277.81	1,260.49	1,277.81	0.00	0.00	345,000.00	1,260.49	1,277.81
TexPool	AR-0008	State Pool	06/30/19	Open	1,163,360.47	4,201,577.13	1,163,360.47	4,201,577.13	0.00	0.00	6,490,286.12	1,163,360.47	4,201,577.13
TexStar	AR-0009	State Pool	06/30/19	Open	8,750,804.52	8,866,884.39	8,750,804.52	8,866,884.39	0.00	0.00	2,070,313.77	8,750,804.52	8,866,884.39
Texas Class	AR-0010	State Pool	06/30/19	Open	3,821,380.07	5,889,190.28	3,821,380.07	5,889,190.28	0.00	0.00	0.00	3,821,380.07	5,889,190.28
Texas Class Government	AR-0011	State Pool	06/30/19	Open	8,828,667.10	10,943,297.01	8,828,667.10	10,943,297.01	0.00	0.00	2,085,446.96	8,828,667.10	10,943,297.01
State Pool Total					**22,565,472.65**	**29,902,226.62**	**22,565,472.65**	**29,902,226.62**	**0.00**	**0.00**	**10,991,046.85**	**22,565,472.65**	**29,902,226.62**
Treasury Note													
9128284M9	23-0012	Treasury Note 2.875 04/30/25	02/10/23	Open	3,000,000.00	3,000,000.00	2,888,202.00	2,893,593.00	0.00	0.00	2,907,304.69	2,922,978.16	2,933,124.82
912828ZY9	21-0029-01	Treasury Note 0.125 07/15/23	09/29/21	Open	2,000,000.00	0.00	1,996,686.00	0.00	0.00	2,000,000.00	1,995,625.00	1,999,905.51	0.00
91282CBA8	22-0013	Treasury Note 0.125 12/15/23	05/13/22	Open	1,500,000.00	1,500,000.00	1,465,840.50	1,484,179.50	0.00	0.00	1,447,968.75	1,484,883.59	1,493,211.19
91282CDN8	23-0008	Treasury Note 1.00 12/15/24	01/31/23	Open	2,000,000.00	2,000,000.00	1,882,032.00	1,899,296.00	0.00	0.00	1,881,519.00	1,907,004.78	1,922,703.87
91282CED9	23-0010	Treasury Note 1.75 03/15/25	02/09/23	Open	3,000,000.00	3,000,000.00	2,837,343.00	2,852,931.00	0.00	0.00	2,844,609.38	2,872,439.34	2,890,529.81
91282CFG1	22-0021	Treasury Note 3.25 08/31/24	09/29/22	Open	2,000,000.00	2,000,000.00	1,951,562.00	1,959,922.00	0.00	0.00	1,969,453.13	1,981,214.73	1,985,181.28
Treasury Note Total					**13,500,000.00**	**11,500,000.00**	**13,021,665.50**	**11,089,921.50**	**0.00**	**2,000,000.00**	**13,046,479.95**	**13,168,426.11**	**11,224,750.97**
002 - W/S Operating Total					**43,170,472.65**	**52,452,226.62**	**42,542,752.96**	**51,887,405.17**	**6,000,000.00**	**4,055,000.00**	**37,239,979.70**	**42,843,845.28**	**52,176,977.59**
008 - W/S Revenue Reserve													
State Pool													
TexPool	AR-0008	State Pool	06/30/19	Open	1,001,470.38	1,014,779.32	1,001,470.38	1,014,779.32	0.00	0.00	1,440,860.86	1,001,470.38	1,014,779.32
TexStar	AR-0009	State Pool	06/30/19	Open	637,274.93	441,902.72	637,274.93	441,902.72	0.00	0.00	1,096,917.20	637,274.93	441,902.72
Texas Class	AR-0010	State Pool	06/30/19	Open	1,348,574.70	1,367,188.88	1,348,574.70	1,367,188.88	0.00	0.00	2,439,478.29	1,348,574.70	1,367,188.88
State Pool Total					**2,987,320.01**	**2,823,870.92**	**2,987,320.01**	**2,823,870.92**	**0.00**	**0.00**	**4,977,256.35**	**2,987,320.01**	**2,823,870.92**
008 - W/S Revenue Reserve Total					**2,987,320.01**	**2,823,870.92**	**2,987,320.01**	**2,823,870.92**	**0.00**	**0.00**	**4,977,256.35**	**2,987,320.01**	**2,823,870.92**
034 - Woodlands Township Regional													
State Pool													
Texas Class Government	AR-0011	State Pool	06/30/19	Open	365,241.19	369,983.42	365,241.19	369,983.42	0.00	0.00	0.00	365,241.19	369,983.42
State Pool Total					**365,241.19**	**369,983.42**	**365,241.19**	**369,983.42**	**0.00**	**0.00**	**0.00**	**365,241.19**	**369,983.42**

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
034 - Woodlands Township Regional Total					**365,241.19**	**369,983.42**	**365,241.19**	**369,983.42**	**0.00**	**0.00**	**0.00**	**365,241.19**	**369,983.42**
Combined Port													
FFCB													
3133ENWL0	22-0011	FFCB 2.92 05/16/24	05/16/22	10/11/23	1,500,000.00	1,500,000.00	1,465,965.00	1,475,602.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
FFCB Total					**1,500,000.00**	**1,500,000.00**	**1,465,965.00**	**1,475,602.50**	**0.00**	**0.00**	**1,500,000.00**	**1,500,000.00**	**1,500,000.00**
FHLB													
3130A0XE5	22-0015	FHLB 3.25 03/08/24	05/13/22	Open	1,500,000.00	1,500,000.00	1,477,894.50	1,485,381.00	0.00	0.00	1,519,319.00	1,507,394.39	1,504,716.00
3130APCW3	22-0001	FHLB 0.375 10/21/24	10/21/21	01/21/22	3,000,000.00	3,000,000.00	2,827,689.00	2,858,526.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
3130AQEE9	22-0003	FHLB 0.50 06/28/24	12/28/21	03/28/22	1,550,000.00	1,550,000.00	1,487,750.45	1,503,191.55	0.00	0.00	1,550,000.00	1,550,000.00	1,550,000.00
3130AQEE9	22-0002	FHLB 0.50 06/28/24	12/28/21	03/28/22	1,000,000.00	1,000,000.00	959,839.00	969,801.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
3130AR5H0	22-0005	Step Coupon - FHLB 1.25 02/28/24	02/28/22	02/28/23	2,000,000.00	2,000,000.00	1,956,706.00	1,972,944.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
3130ARMV0	22-0010	FHLB 2.60 04/26/24	04/26/22	04/26/23	1,500,000.00	1,500,000.00	1,463,938.50	1,476,058.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130AS2M0	22-0012	FHLB 2.65 11/24/23	05/24/22	05/24/23	1,500,000.00	1,500,000.00	1,482,771.00	1,493,485.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130ASHG7	22-0019-01	FHLB 3.30 09/29/23	06/29/22	Open	1,200,000.00	0.00	1,193,665.20	0.00	0.00	1,200,000.00	1,200,000.00	1,200,000.00	0.00
3130AUC28	23-0001	FHLB 5.01 12/28/23	12/30/22	Open	2,000,000.00	2,000,000.00	1,993,258.00	1,997,152.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
3130AURB2	23-0009	FHLB 4.95 03/28/24	02/09/23	08/09/23	1,000,000.00	1,000,000.00	994,258.00	996,696.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
3130AUVB7	23-0014	FHLB 5.00 11/28/23	02/28/23	08/28/23	1,500,000.00	1,500,000.00	1,495,939.50	1,498,561.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130AUWN0	23-0016	FHLB 5.025 05/28/25	02/28/23	02/28/24	3,000,000.00	3,000,000.00	2,973,714.00	2,972,046.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
3130AVH47	23-0017	FHLB 5.00 01/30/24	03/30/23	06/30/23	1,500,000.00	1,500,000.00	1,494,661.50	1,497,256.50	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3130AWSE1	23-0020	FHLB 5.50 08/14/25	08/14/23	02/14/24	0.00	3,000,000.00	0.00	2,978,613.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00
3130AWVU1	23-0021	FHLB 5.55 08/28/26	08/28/23	05/28/24	0.00	3,000,000.00	0.00	2,970,498.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00
FHLB Total					**22,250,000.00**	**27,050,000.00**	**21,802,084.65**	**26,670,210.55**	**6,000,000.00**	**1,200,000.00**	**28,269,319.00**	**22,257,394.39**	**27,054,716.00**
FHLB Discount Note													
313384KG3	23-0002-01	FHLB Discount Note 0.00 08/11/23	12/28/22	Open	2,000,000.00	0.00	1,989,456.00	0.00	0.00	2,000,000.00	1,941,742.22	1,989,233.26	0.00
FHLB Discount Note Total					**2,000,000.00**	**0.00**	**1,989,456.00**	**0.00**	**0.00**	**2,000,000.00**	**1,941,742.22**	**1,989,233.26**	**0.00**
FHLMC													
3134GXQM9	22-0009	FHLMC 2.40 10/25/23	04/25/22	05/25/22	1,500,000.00	1,500,000.00	1,485,168.00	1,497,168.00	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
3134GYGH9	23-0007	FHLMC 4.80 02/06/25	02/06/23	02/06/24	3,000,000.00	3,000,000.00	2,966,481.00	2,967,279.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
3134GYUQ3	23-0018	FHLMC 5.60 06/26/25	06/30/23	Open	3,000,000.00	3,000,000.00	3,000,000.00	2,981,352.00	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
FHLMC Total					**7,500,000.00**	**7,500,000.00**	**7,451,649.00**	**7,445,799.00**	**0.00**	**0.00**	**7,500,000.00**	**7,500,000.00**	**7,500,000.00**
FNMA													
3135GAEQ0	23-0013	FNMA 5.05 11/27/24	02/27/23	11/27/24	1,000,000.00	1,000,000.00	991,781.00	993,838.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
3135GAEY3	23-0015	FNMA 5.125 02/28/24	02/28/23	08/28/23	1,000,000.00	1,000,000.00	996,027.00	997,095.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
FNMA Total					**2,000,000.00**	**2,000,000.00**	**1,987,808.00**	**1,990,933.00**	**0.00**	**0.00**	**2,000,000.00**	**2,000,000.00**	**2,000,000.00**
Municipal Bond													
072131MX0	21-0015-01	Municipal Bond Bay City, TX 5.00 09/01/23	01/12/21	Open	755,000.00	0.00	756,936.58	0.00	0.00	755,000.00	848,106.60	760,905.30	0.00
139078GY9	22-0008	Municipal Bond - Canyons School 2.75 06/15/24	04/20/22	Open	3,000,000.00	3,000,000.00	2,925,468.00	2,943,840.00	0.00	0.00	3,024,990.00	3,011,287.52	3,008,352.43
144609JU9	21-0019-01	Municipal Bond 5.00 08/15/23	03/16/21	Open	855,000.00	0.00	854,394.66	0.00	0.00	855,000.00	952,452.90	859,946.52	0.00
73358W4V3	22-0006-01	Municipal Bond 1.086 07/01/23	03/18/22	Open	3,000,000.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00	2,980,410.00	3,000,000.00	0.00
882724J99	23-0019	Municipal Bond 5.00 08/01/25	07/06/23	Open	0.00	110,000.00	0.00	109,465.95	110,224.40	0.00	110,224.40	0.00	110,204.35
Municipal Bond Total					**7,610,000.00**	**3,110,000.00**	**7,536,799.24**	**3,053,305.95**	**110,224.40**	**4,610,000.00**	**7,916,183.90**	**7,632,139.34**	**3,118,556.78**
State Pool													
LOGIC	AR-0013	State Pool	01/12/23	Open	65,984,097.38	61,249,373.32	65,984,097.38	61,249,373.32	0.00	0.00	67,000,000.00	65,984,097.38	61,249,373.32
TexPool	AR-0008	State Pool	06/30/19	Open	63,986,683.96	61,090,668.73	63,986,683.96	61,090,668.73	0.00	0.00	50,487,962.73	63,986,683.96	61,090,668.73
TexStar	AR-0009	State Pool	06/30/19	Open	63,600,062.45	61,136,002.22	63,600,062.45	61,136,002.22	0.00	0.00	52,682,446.90	63,600,062.45	61,136,002.22
Texas Class	AR-0010	State Pool	06/30/19	Open	62,674,906.57	60,397,918.20	62,674,906.57	60,397,918.20	0.00	0.00	64,831,742.08	62,674,906.57	60,397,918.20
Texas Class Government	AR-0011	State Pool	06/30/19	Open	63,115,305.10	61,029,777.61	63,115,305.10	61,029,777.61	0.00	0.00	46,310,697.99	63,115,305.10	61,029,777.61
State Pool Total					**319,361,055.46**	**304,903,740.08**	**319,361,055.46**	**304,903,740.08**	**0.00**	**0.00**	**281,312,849.70**	**319,361,055.46**	**304,903,740.08**
Treasury Note													
9128282N9	22-0020	Treasury Note 2.125 07/31/24	09/29/22	Open	2,000,000.00	2,000,000.00	1,931,094.00	1,945,546.00	0.00	0.00	1,929,368.54	1,957,776.98	1,967,434.73
9128284M9	23-0012	Treasury Note 2.875 04/30/25	02/10/23	Open	3,000,000.00	3,000,000.00	2,888,202.00	2,893,593.00	0.00	0.00	2,907,304.69	2,922,978.16	2,933,124.82
912828ZY9	21-0029-01	Treasury Note 0.125 07/15/23	09/29/21	Open	2,000,000.00	0.00	1,996,686.00	0.00	0.00	2,000,000.00	1,995,625.00	1,999,905.51	0.00
91282CBA8	22-0013	Treasury Note 0.125 12/15/23	05/13/22	Open	1,500,000.00	1,500,000.00	1,465,840.50	1,484,179.50	0.00	0.00	1,447,968.75	1,484,883.59	1,493,211.19
91282CBE0	22-0014	Treasury Note 0.125 01/15/24	05/13/22	Open	1,500,000.00	1,500,000.00	1,458,925.50	1,477,500.00	0.00	0.00	1,444,335.94	1,481,852.68	1,490,287.87
91282CCX7	23-0003	Treasury Note 0.375 09/15/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,884,610.00	1,905,938.00	0.00	0.00	1,865,937.50	1,904,465.77	1,923,832.43
91282CDN8	23-0008	Treasury Note 1.00 12/15/24	01/31/23	Open	2,000,000.00	2,000,000.00	1,882,032.00	1,899,296.00	0.00	0.00	1,881,519.00	1,907,004.78	1,922,703.87

Portfolio Position
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 07/01/23	Amor Value On 09/30/23
91282CDS7	23-0004	Treasury Note 1.125 01/15/25	12/29/22	Open	2,000,000.00	2,000,000.00	1,880,546.00	1,896,094.00	0.00	0.00	1,874,062.50	1,904,297.60	1,919,516.07
91282CED9	23-0010	Treasury Note 1.75 03/15/25	02/09/23	Open	3,000,000.00	3,000,000.00	2,837,343.00	2,852,931.00	0.00	0.00	2,844,609.38	2,872,439.34	2,890,529.81
91282CEH0	23-0011	Treasury Note 2.625 04/15/25	02/09/23	Open	3,000,000.00	3,000,000.00	2,876,952.00	2,885,391.00	0.00	0.00	2,894,062.50	2,912,399.10	2,924,265.45
91282CFG1	22-0021	Treasury Note 3.25 08/31/24	09/29/22	Open	2,000,000.00	2,000,000.00	1,951,562.00	1,959,922.00	0.00	0.00	1,969,453.13	1,981,214.73	1,985,181.28
91282CFQ9	23-0005	Treasury Note 4.375 10/31/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,975,626.00	1,977,656.00	0.00	0.00	1,997,555.56	1,998,287.46	1,998,601.09
91282CFX4	23-0006	Treasury Note 4.50 11/30/24	12/29/22	Open	2,000,000.00	2,000,000.00	1,978,516.00	1,979,922.00	0.00	0.00	2,004,053.78	2,003,067.18	2,002,534.90
Treasury Note Total					**28,000,000.00**	**26,000,000.00**	**27,007,935.00**	**25,157,968.50**	**0.00**	**2,000,000.00**	**27,055,856.27**	**27,330,572.88**	**25,451,223.51**
Combined Port Total					**390,221,055.46**	**372,063,740.08**	**388,602,752.35**	**370,697,559.58**	**6,110,224.40**	**9,810,000.00**	**357,495,951.09**	**389,570,395.33**	**371,528,236.37**

Earnings and Yields Summary
City of Conroe
Effective Interest - Actual Life
Receipts in Period
07/01/23 - 09/30/23

Security Description	07/01/23 07/31/23	08/01/23 08/31/23	09/01/23 09/30/23	07/01/23 09/30/23
Combined Port				
FFCB	3,650.00	3,650.00	3,650.00	10,950.00
FHLB	58,853.82	68,032.98	86,250.22	213,137.02
FHLB Discount	8,135.34	2,631.40	0.00	10,766.74
FHLMC	29,000.00	29,000.00	29,000.00	87,000.00
FNMA	8,479.16	8,479.17	8,479.17	25,437.50
Municipal Bon	6,659.45	6,627.84	6,346.04	19,633.33
State Pool	1,408,522.09	1,449,741.95	1,358,420.58	4,216,684.62
Treasury Note	87,732.38	87,490.67	85,008.80	260,231.85
Port Total	**1,611,032.24**	**1,655,654.01**	**1,577,154.81**	**4,843,841.06**
Combined Port				
FFCB	2.9200	2.9200	2.9200	2.9200
FHLB	3.1726	3.3651	3.6733	3.4240
FHLB Discount	4.8377	4.8507	0.0000	4.8409
FHLMC	4.6400	4.6400	4.6400	4.6400
FNMA	5.0875	5.0875	5.0875	5.0875
Municipal Bon	1.6474	1.8483	2.4392	1.9192
State Pool	5.1767	5.3491	5.3758	5.2987
Treasury Note	3.9531	4.0769	4.0856	4.0371
Port Total	**4.9158**	**5.0788**	**5.1083**	**5.0327**

Portfolio Position
Conroe LGC
For Period
07/01/23 - 09/30/23

Name	Security Discription	S&P Rating	Par Value On 07/01/23	Par Value On 09/30/23	Market Val On 07/01/23	Market Val On 09/30/23	Amor Value On 07/01/23	Amor Value On 09/30/23	Int/Div Income
Conroe LGC 2021A First Lien Cap Int Acct	Goldman Sachs Tr Finl Square Govt Fd	AAAm	$ 673,774	$ 682,456	$ 673,774	$ 682,456	$ 673,774	$ 682,456	$ 8,682
Conroe LGC 2021A First Lien Pre-Opening	Goldman Sachs Tr Finl Square Govt Fd	AAAm	84,451	85,539	84,451	85,539	84,451	85,539	1,088
Conroe LGC 2021ABC Revenue Fund	Goldman Sachs Tr Finl Square Govt Fd	AAAm	304,884	444,816	304,884	444,816	304,884	444,816	3,853
Conroe LGC 2021A 1st Lien Reserve Fund	Goldman Sachs Tr Finl Square Govt Fd	AAAm	2,126,601	2,154,002	2,126,601	2,154,002	2,126,601	2,154,002	27,402
Conroe LGC 2021B 2nd Lien Reserve Fund	Goldman Sachs Tr Finl Square Govt Fd	AAAm	2,057,232	2,083,740	2,057,232	2,083,740	2,057,232	2,083,740	26,508
Conroe LGC 2021ABC Working Cap Resv Fnd	Goldman Sachs Tr Finl Square Govt Fd	AAAm	-	650,000	-	650,000	-	650,000	-
Conroe LGC 2021C 3rd Lien Reserve Fund	Goldman Sachs Tr Finl Square Govt Fd	AAAm	1,544,115	1,564,011	1,544,115	1,564,011	1,544,115	1,564,011	19,899
Conroe LGC 2021ABC Const Cntngcy Fd	Goldman Sachs Tr Finl Square Govt Fd	AAAm	12,995	13,163	12,995	13,163	12,995	13,163	167
Conroe LGC 2021B 2nd Lien Cap Int Acct	Goldman Sachs Tr Finl Square Govt Fd	AAAm	799,070	809,366	799,070	809,366	799,070	809,366	10,296
Conroe LGC 2021C 3rd Lien Cap Int Acct	Goldman Sachs Tr Finl Square Govt Fd	AAAm	561,592	568,829	561,592	568,829	561,592	568,829	7,236
Conroe LGC 2021C 3rd Lien Proj SubAcct	Goldman Sachs Tr Finl Square Govt Fd	AAAm	771	-	771	-	771	-	-
Total			**$ 8,165,485**	**$ 9,055,921**	**$ 8,165,485**	**$ 9,055,921**	**$ 8,165,485**	**$ 9,055,921**	**$ 105,131**

Meeting Date: 11/08/2023
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Mike Garner, Interim City Attorney

Workshop

Item Type: Resolution

Item Type:
Resolution

M. Garner

Joint Meeting:
No Joint Meeting

Description
Discuss a Resolution consenting to MUD No. 138's request to sell bonds with a maturity scheduled duration of 25.5 years.

Summary / Recommendation
MUD No. 138 has requested the City's consent to sell bonds with a maturity scheduled duration of 25.5 years in excess of the 25 years permitted by the City's and MUD No. 138 Agreement.

Attachments
Network chv-adfile CAtty

CERTIFICATE FOR RESOLUTION

I.

On the ___ day of November 2023, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem, Council Members Todd Yancey, Harry Hardman, Howard Wood and Marsha Porter**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____**.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE SALE OF BONDS BY MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138

III.

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

IV.

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

SIGNED AND SEALED this ___ day of November, 2023.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, CONSENTING TO THE SALE OF BONDS BY MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138.

* * * * * * * * * * *

WHEREAS, by Resolution No. 4063-13, passed and approved on February 18, 2013 the City Council of the City of Conroe, Texas, granted its consent to the creation of Montgomery County Municipal Utility District No. 138 (the "District"); and

WHEREAS, on December 12, 2013, the City and the District entered into that certain Utility and Road Agreement, as amended, by which the District was permitted to sell certain bonds to fund public road improvements (the "Utility Agreement"), which included a 25-year limitation on the maturity schedule of District-issued bonds; and

WHEREAS, the District has requested the City's consent for the sale of its Series 2023, Unlimited Tax Road Bonds, with a maturity schedule duration of 25.5 years (the "Bonds");

WHEREAS, the City Council finds and determines that it is in the public interest to grant consent to the District for the issuance of the Bonds;

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

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

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

Section 3. The City Council of the City of Conroe, Texas, hereby consents to the District's sale of the Bonds, and consents to the maturity schedule of the Bonds exceeding the 25-year schedule outlined in Section 4.03 of the Utility Agreement.

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

[Execution is on the following page]

PASSED AND APPROVED this the _____ day of November, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
Michael T. GARNER, Interim City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

Meeting Date: 11/08/2023
Department: Legal
Contact: Mike Garner, Interim City Attorney
Submitted By: Yanira Peres-Gutierrez, Adm. Assistant - Legal

Workshop

Item Type: Executive Session

Item Type:
Executive Session

Mayor Czajkoski

Joint Meeting:
No Joint Meeting

Description
*SJRA GRP Contract litigation (Sec.551.071).
*QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
*Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071).
*Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
*Personnel Matters: to include City Auditor annual evaluation. (Sec.551.074).

Summary / Recommendation
*SJRA GRP Contract litigation (Sec.551.071). *QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071). *Legal advice concerning contract provisions related to Hotel Convention Center project (Sec.551.071). *Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072). *Personnel Matters: to include City Auditor annual evaluation. (Sec.551.074).