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, APRIL 24, 2024 - 2:00 P.M. - RECESS
RECONVENES: THURSDAY, APRIL 25, 2024 - 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.

DECLARE CONFLICTS OF INTEREST

WORK SESSION

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

1. Discuss Vendor: DPR Construction.
   C. Boothe

2. Discuss Vendor: Garfield Public Private.
   C. Boothe

ADJOURN CLGC MEETING, RESUME CITY COUNCIL MEETING

3. In the Interest of Public Safety, Discuss and Re-Consider approval of Conroe CIP budgeted guaranteed maximum price (GMP) for construction of Fire Station #8 located at 676 S. FM 3083 Conroe TX 77301.
   Mayor Czajkoski

4. Discuss and Consider finding new Interim City Attorney immediately.
Mayor Czajkoski

5. In the Interest of Transparency, Discuss and Consider waiving attorney client privilege, if any, and release ALL Open Records Requests of all communications of Council Members and City Staff related to the Candidate Ballot application issue, and the decision to sue City Secretary Soco Gorjon without an Open Meeting.
Mayor Czajkoski

6. Discuss and Consider City Secretary Soco Gorjon's Demand letter to the City concerning EEOC possibilities and potential lawsuit with a deadline of April 18, 2024.
Mayor Czajkoski

7. Discuss the status of the existing Capital Improvement Projects.
C. Bogert

8. Discuss Lab Services Bid Award.
N. McGuire

9. Discuss the approval of a Purchase order in the amount of $214,888.34 to Mighty Arsenal Advertising Agency from which to issue payments for services rendered through FYE2024.
S. Morgan

10. Discuss approving an Ordinance consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 249.
N. Mikeska

11. Discuss a Petition consenting to the annexation of 86.174 acres of land, more or less, into the boundaries of Municipal Utility District No. 142.
N. Mikeska

12. Discuss the Confidentiality Policy for the Municipal Court.
C. Roley

13. Discuss the Microsoft 365 Project.
C. Boothe

14. Discuss the Longmire Creek Estates Phase 2 (FINAL) Payment to Signorelli Holdings (SIG-LONGMIRE, LLC) of $1,492,865.05.
C. Boothe

15. Discuss a Resolution Authorizing the Grant Application for the Department of Energy's (EECBG) Energy Efficiency and Conservation Block Grant and Designating an Authorized Official and Representative.
C. Boothe

16. Discuss the FY 23-24 2nd Quarter Investment Report.
C. Boothe

17. Discuss Monthly Financial Summary Report - March 2024.
C. Boothe

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:

18. *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 (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: 04/24/2024
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
Discuss Vendor: DPR Construction.

Summary / Recommendation
Invoice: DPR000517D3 Payment App #27 - December 2023.

Fiscal Impact

Expenditure Amount:	$106,113.00
Revenue Amount:	
Account Number:	609-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

PayApp27

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	$ -

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	$ -
September 24 - B	$ -	$ -	$ (105,614)	$ 105,614	$ -
October 25 - A	$ -	$ -	$ (12,482)	$ 12,482	$ -
October 25 - B	$ -	$ -	$ (5,349)	$ 5,349	$ -
November 26 - A	$ -	$ -	$ (55,250)	$ 55,250	$ -
November 26 - B	$ -	$ -	$ (23,679)	$ 23,679	$ -
December 27 - A	$ -	$ -	$ (106,113)	$ 106,113	$ 106,113.00
December 27 - B	$ -	$ -	$ (45,477)	$ 45,477	$ 45,477.00
Total -A Trust portion	$ 59,780,161	$ -	$ 126,106	$ 59,654,056	
Total-B City portion	$ 25,620,099	$ -	$ 54,046	$ 25,566,053	
Total Spent:				$ 85,220,108	**$ 151,590.00**

Original Contract:	$ 3,000,476
Amended Contract:	$ 82,420,738
Adjusted Contract:	$ 85,421,214
Total Paid on Contract	$ 85,411,214
Remaining Contract Balance	**$ 10,000**

Percentage of Contract Paid: 100%

Percentage of Contract Time (Substantial Completion): 100%

Cassie Smith
Assistant Director of Finance

Collin Boothe
Assistant City Administrator/Director of Finance

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.: 27
PERIOD TO: 12/31/2023
PROJECT NO: B20010-00
INVOICE NO.: DPR000517D3
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	$	0
6. TOTAL EARNED LESS RETAINAGE	$	85,421,214
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	$	85,259,624
8. CURRENT PAYMENT DUE	$	151,590 ~~161,590~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$	10,000 ~~0~~

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		**83,060,483**	**-639,745**
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		**0**	**0**
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: 2-26-2024

State of: Texas

County of: Travis

Subscribe and sworn to before me this 26th day of February, 2024

Notary Public: Crystal Carlson

My Commission expires: 5-27-2025

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

DEVELOPMENT MANAGER'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.....$ 151,590

(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.)

DEVELOPMENT MANAGER: Garfield Public Private

By: _____ Date: 04/16/2024

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

CONDITIONAL PARTIAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Conroe Hotel and Convention Center
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 $161,590.00 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 300 West Davis Street, Conroe, TX 77301 (location) to the following extent: Conroe Hotel and Convention Center - Preconstruction (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: 02/26/24

DPR Construction, A General Partnership

By: _____
Name: Austin Busch
Title: Project Engineer

STATE OF Texas

COUNTY OF Harris

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

Before me, the undersigned authority, on this day personally appeared, Austin Busch, the Project Engineer 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 26th day of February, 2024.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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: 27
APPLICATION DATE: 02/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	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	3,095,269	3,095,269	3,093,834	1,435	0	3,095,269	100	0	0
	Total:	*0*	*3,095,269*	*3,095,269*	*3,093,834*	*1,435*	*0*	*3,095,269*	*100*	*0*	*0*
	GENERAL CONDITIONS Total:	**0**	**3,095,269**	**3,095,269**	**3,093,834**	**1,435**	**0**	**3,095,269**	**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**										

Net $0 Billing. Offset by "Billing Buyout Credit"

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: 27
APPLICATION DATE: 02/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	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	0
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*	*0*
02.08	**SWPPP**										
02.08.50	Drake CCV	0	8,565	8,565	8,565	0	0	8,565	100	0	0
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*	*0*
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	-19,087	0	0	-19,087	100	0	0
	PRECAST STRUCTURAL Total:	*0*	*1,202,412*	*1,202,412*	*1,202,412*	*0*	*0*	*1,202,412*	*100*	*0*	*0*
05.06	**STRUCTURAL STEEL**										

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: 27
APPLICATION DATE: 03/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	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	0
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*	*0*
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	-22,993	0	0	-22,993	100	0	0
	WATERPROOFING Total:	*0*	*1,157,693*	*1,157,693*	*1,157,693*	*0*	*0*	*1,157,693*	*100*	*0*	*0*
06.02	**PLASTER/MASONRY**										
06.02.50	Zen CCV	0	1,398,429	1,398,429	1,398,429	0	0	1,398,429	100	0	0
06.02.99	DPR BUYOUT	0	-7,031	-7,031	-7,031	0	0	-7,031	100	0	0
	PLASTER/MASONRY Total:	*0*	*1,391,398*	*1,391,398*	*1,391,398*	*0*	*0*	*1,391,398*	*100*	*0*	*0*
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	1,730,949	0	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*	*1,682,867*	*0*	*0*	*1,682,867*	*100*	*-0*	*0*
08.01	**DRYWALL**										
08.01.50	DPR DW CCV	0	5,972,536	5,972,536	5,985,205	-12,669	0	5,972,536	100	0	0
08.01.99	DPR BUYOUT	0	-137,704	-137,704	-150,373	12,669	0	-137,704	100	0	0
	DRYWALL Total:	*0*	*5,834,832*	*5,834,832*	*5,834,832*	*0*	*0*	*5,834,832*	*100*	*0*	*0*
08.02	**OPERABLE PARTITIONS**										

Net $0 billing. Reference UCW for final CCV that reflects $5,972,536

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: 27
APPLICATION DATE: 02/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	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	774,757	774,757	771,773	2,984	0	774,757	100	0	0
08.05.99	DPR BUYOUT	0	-1,993	-1,993	-169	-1,824	0	-1,993	100	0	0
	INTERIOR PAINTING Total:	*0*	*772,764*	*772,764*	*771,604*	*1,160*	*0*	*772,764*	*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	259,215	0	0	259,215	100	-1	0
08.07.99	DPR BUYOUT	0	1	1	-1	1	0	0	0	1	0
	SPECIALTIES Total:	*0*	*259,215*	*259,215*	*259,214*	*1*	*0*	*259,215*	*100*	*-0*	*0*
08.08	**DOOR FRAME HARDWARE**										
08.08.50	Evergreen CCV	0	1,024,198	1,024,198	1,018,911	5,287	0	1,024,198	100	-0	0
08.08.99	DPR BUYOUT	0	7,349	7,349	0	7,349	0	7,349	100	0	0
	DOOR FRAME HARDWARE Total:	*0*	*1,031,547*	*1,031,547*	*1,018,911*	*12,636*	*0*	*1,031,547*	*100*	*-0*	*0*
08.09	**MILLWORK**										
08.09.50	ISEC CCV	0	2,386,427	2,386,427	2,386,427	0	0	2,386,427	100	0	0
	MILLWORK Total:	*0*	*2,386,427*	*2,386,427*	*2,386,427*	*0*	*0*	*2,386,427*	*100*	*0*	*0*
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**										

Reflects original flooring allocation, prior to SDI Claim.

Allstate (SDI Claim) CCV = $1,314,675

Arch Floors CCV = 1,375,309. Reference UWC that will reflect this value with approval of PA 27.

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

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 CONTRACT	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
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	1,314,675	1,314,675	1,309,485	5,190	0	1,314,675	100	0	0
08.14.99	DPR BUYOUT	0	-68,452	-68,452	-68,452	0	0	-68,452	100	0	0
	FLOORING Total:	*0*	*1,246,223*	*1,246,223*	*1,241,033*	*5,190*	*0*	*1,246,223*	*100*	*0*	*0*
08.21	**SIGNAGE**										
08.21.50	Triumph CCV	0	299,317	299,317	299,317	0	0	299,317	100	0	0
	SIGNAGE Total:	*0*	*299,317*	*299,317*	*299,317*	*0*	*0*	*299,317*	*100*	*0*	*0*
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	1,338,211	1,338,211	1,346,117	-7,906	0	1,338,211	100	0	0

Net $0 Billing. Offset by "Billing Buyout Credit"

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: 27
APPLICATION DATE: 02/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10.05.99	DPR BUYOUT	0	-56,133	-56,133	-56,133	0	0	-56,133	100	0	0
	FOOD SERVICE EQUIPMENT Total:	*0*	*1,282,078*	*1,282,078*	*1,289,984*	*-7,906*	*0*	*1,282,078*	*100*	*0*	*0*
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	11,572,814	11,572,814	11,567,117	5,696	0	11,572,814	100	0	0
13.01.99	DPR BUYOUT	0	-195,810	-195,810	-194,580	-1,230	0	-195,810	100	0	0
	HVAC AND PLUMBING Total:	*0*	*11,377,004*	*11,377,004*	*11,372,537*	*4,466*	*0*	*11,377,004*	*100*	*0*	*0*
14.01	**ELECTRICAL**										
14.01.50	ETrio CCV	0	6,246,980	6,246,980	6,240,964	6,016	0	6,246,980	100	0	0
14.01.99	DPR BUYOUT	0	-171,581	-171,581	-170,048	-1,533	0	-171,581	100	0	0
	ELECTRICAL Total:	*0*	*6,075,399*	*6,075,399*	*6,070,916*	*4,483*	*0*	*6,075,399*	*100*	*0*	*0*
14.02	**COMMUNICATIONS**										
14.02.50	ieSmart CCV	0	1,398,394	1,398,394	1,397,994	400	0	1,398,394	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*	*1,393,368*	*1,393,368*	*1,392,968*	*400*	*0*	*1,393,368*	*100*	*0*	*0*
BB	Buyout Billing Credit	0	0	0	-753,480	-29,490	0	-782,970	0	782,970	0
	Total:	*0*	*0*	*0*	*-753,480*	*-29,490*	*0*	*-782,970*	*0*	*782,970*	*0*
	COST OF WORK Total:	**0**	**72,205,754**	**72,205,754**	**71,424,219**	**-1,435**	**0**	**71,422,784**	**99**	**782,970**	**0**
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**

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: 27
APPLICATION DATE: 02/26/2024
PERIOD TO: 12/31/2023

INVOICE NO.: DPR000517D3

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 CONTRACT	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
E	**INSURANCE**										
16.01	BOND	0	535,836	535,836	535,836	0	0	535,836	100	-0	0
16.02	CONTRACTOR'S LIABILITY INSURANCE	0	1,021,734	1,021,734	1,021,734	0	0	1,021,734	100	0	10,000 ~~0~~
16.03	BUILDERS RISK	0	149,453	149,453	149,453	0	0	149,453	100	0	0
16.04	SDI	0	594,332	594,332	594,332	0	0	594,332	100	0	0
	Total:	*0*	*2,301,355*	*2,301,355*	*2,301,355*	*0*	*0*	*2,301,355*	*100*	*-0*	*0*
	INSURANCE Total:	**0**	**2,301,355**	**2,301,355**	**2,301,355**	**0**	**0**	**2,301,355**	**100**	**-0**	10,000 ~~**0**~~
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**	10,000 ~~**0**~~
	Project Total:	**2,975,131**	**82,446,083**	**85,421,214**	***85,421,214***	***0***	***0***	***85,421,214***	***100***	***-0***	10,000 ~~***0***~~

CONTINGENCY REQUESTED THIS PERIOD:

DFH – Kinship – $25,223
Millwork – ISEC – $59,661
DPR Markup/Fee/Ins – ~~$76,706~~ $66,706

Total – ~~$161,590~~ $151,590

Holding back $10,000 while the last remaining item is verified. This was unable to be completed prior to submission deadline due to scheduling conflicts. -MB

UCW's - Mission & Architectural Floors

Meeting Date: 04/24/2024
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
Discuss Vendor: Garfield Public Private.

Summary / Recommendation
Invoice: 423-035A - IT Opening Fees.

Fiscal Impact

Expenditure Amount:	$121,188.44
Revenue Amount:	
Account Number:	609-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments
423-035

Purchase Order Invoice Tabulation
FY 23-24

Vendor Info:	Garfield Public Private 14911 Quorum Drive, Suite 380 Dallas, TX 75254
Council Approval:	5/26/2021
Project/Description:	Hotel/CC Construction ("A" is Hotel "B" is City)
Purchase Order Number:	23-00435-R1
Contract Amount:	$ 26,018,934.00

Date	Invoice #	Amount
4/1/2024	423-035A	$ 121,188.44
4/1/2024	423-035B	$ 75,049.28
Total		$ 196,237.72

Total Spent:	$	25,356,266.03
Remaining Purchase Order Balance:	$	662,667.97
Percentage of Contract Paid:		97%

Cassie Smith

Assistant Director of Finance

Assistant City Administrator/Director of Finance

GARFIELD PUBLIC PRIVATE
14911 Quorum Drive, Suite 380
Dallas, Texas 75254

April 1, 2024

Collin Boothe
City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, Texas 77305

RE: Construction Draw #27

Collin:

Attached are 2 GPP Pay Apps.

GPP #423-035A Hotel Portion:	$	121,188.44
GPP #423-035B City Portion:	$	75,049.28
TOTAL:	$	196,237.72

Please let us know if you have any questions.

Respectfully submitted,



Greg Garfield
President, Garfield Public/Private LLC
469-607-1703
972-672-3308 (cell)
greg.g@garfieldpublicprivate.com

April 1, 2024

Invoice: Conroe CCH Invoice 423-035A

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice Hotel Portion #423-035A

	Amount	Previously Billed	This Billing		Cumulative	Remaining
Garfield Public/Private LLC			Detail	Total		
Developer Fee by Component						
Design Period Fee Payment (Hotel)	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
Construction Phase	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
FF&E Service Fee	*$410,538.40*	*$410,538.40*	***$0.00***		*$410,538.40*	*$0.00*
Substantial Completion	*$138,887.70*	*$138,887.70*	***$0.00***		*$138,887.70*	*$0.00*
Final Completion	*$138,887.70*	*$0.00*	***$0.00***		*$0.00*	*$138,887.70*
Project Development Fee Completion Portion	*$400,000.00*	*$400,000.00*	***$0.00***		*$400,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$198,000.00*	*$198,000.00*	***$0.00***		*$198,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
Construction Manager						
Design Period	*$134,251.20*	*$134,251.20*	***$0.00***		*$134,251.20*	*$0.00*
Construction Phase	*$213,907.80*	*$213,907.80*	***$0.00***		*$213,907.80*	*$0.00*
TOTAL DEVELOPER	*$4,210,205.41*	*$4,071,317.70*		***$0.00***	*$4,071,317.70*	*$138,887.71*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$6,774,208.12*	*$6,767,769.94*	***$0.00***		*$6,767,769.94*	*$6,438.18*
OS&E	*$2,541,960.95*	*$2,469,773.23*	***$0.00***		*$2,469,773.23*	*$72,187.72*
IT Equipment	*$678,750.13*	*$557,561.69*	***$121,188.44***		*$678,750.13*	*$0.00*
Fire/Life Safety Review & Inspection	*$22,026.60*	*$22,026.60*	***$0.00***		*$22,026.60*	*$0.00*
Building Systems Commissioning	*$40,000.00*	*$0.00*	***$0.00***		*$0.00*	*$40,000.00*
*Survey, Geotech	*$64,353.00*	*$64,353.00*	***$0.00***		*$64,353.00*	*$0.00*
3rd Party Testing & Inspection	*$103,880.55*	*$103,700.68*	***$0.00***		*$103,700.68*	*$179.87*
Pre-Opening Budget	*$1,999,508.00*	*$1,964,656.00*	***$0.00***		*$1,964,656.00*	*$34,852.00*
Hyatt Technical Services Agreement fees	*$175,000.00*	*$175,000.00*	***$0.00***		*$175,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$643,428.41*	*$643,428.41*	***$0.00***		*$643,428.41*	*$0.00*
Project Contingency	*$1,580,989.80*	*$1,468,576.85*	***$0.00***		*$1,468,576.85*	*$112,412.95*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$14,624,105.56*	*$14,236,846.40*		***$121,188.44***	*$14,358,034.84*	*$266,070.72*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$28,000.00*	*$0.00*	***$0.00***		*$0.00*	*$28,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$28,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*

Total amount due: ***$121,188.44***

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS:
FROST BANK
ABA Routing 114 000 093
Account No. 608803374
Styled: Garfield Public/Private LLC
Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
IT Opening Fees: IT on-site and off-site project mgmt and implementation of Hyatt's standard IT solutions and other technology	$55,000.00
IT Opening Fees: Shared Services Financials set-up, config & training (Oracle, MarkView, Blackline) Setup treasury/banking services	$30,212.00
IT Opening Fees: Network - Arch., design, deliver & support LAN/WAN, firewalls, ISP and integration to Hyatt network and 3rd party	$22,680.00
IT Opening Fees: Envision: Cust Relationship Mgmt/Detailing/Billing - config, training & support for modules selected	$20,000.00
IT Opening Fees: KRONOS Time and Attendance - onsite consultation, training, and remote configuration	$17,890.00
IT Opening Fees: Opera Property Management System (PMS) - Onsite training and configuration	$14,800.00
IT Opening Fees: Telecom: consultation for telecom services & systems; includes requirements, selection, config & implementation	$8,000.00
IT Opening Fees: Colleague Advantage(CA): one-time license fee & config; used to check-in/out guests & to access other systems	$7,500.00
IT Opening Fees: HotSOS Guest Request Bundle: Install/configure/train on HotSOS, HotSOS for Hskpg, ECA and/or Zingle	$1,800.00
IT Opening Fees: Online Check-in / Express check-out - onsite or remote configuration and training of the mandatory Hyatt feature	$1,500.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
IT Opening Fees: Mobile Entry - Hyatt's configuration and training of mobile entry with the Hyatt mobile app	$1,500.00
T&E for Amber Tremblay - 7/20/23	$1,338.35
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$538.41
T&E-□IAHRC□□ --IAHRC - Server DeploymentAirfair--YOUNG, ROBERT A--04/27/2023	$519.81
T&E--AP GRANGER, HUMPHREY: BB LODGING RM/TAX - 4201.50232210. -	$471.06
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$468.90
T&E--AP GRANGER, HUMPHREY: BB Airfare - 4201.50231110. -	$463.30
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$453.80
T&E-□IAHRC□□ --Opening Support Air Fair--YOUNG, ROBERT A--05/27/2023	$423.80
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$384.21
T&E--AP DAVIS, OTTO WAYNE: BB Car Rental - 4111.50233110. -	$362.37
T&E-□IAHRC□□ --Opening Support - Rental Car--YOUNG, ROBERT A--05/27/2023	$360.97
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$345.84
T&E--AP GRANGER, HUMPHREY: BB CAR RENTAL - 4201.50233110. -	$330.83
T&E-□IAHRC□□ --Airfare--DIEGO, ALFONSO--05/18/2023	$324.30

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$300.65
T&E--AP DAVIS, OTTO WAYNE: BB Lodging RM/Tax - 4111.50232210. -	$293.88
T&E--AP DAVIS, OTTO WAYNE: BB Car Rental - 4111.50233110. -	$267.69
T&E--AP GRANGER, HUMPHREY: BB Car Rental - 4201.50233110. -	$259.18
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$209.47
T&E-Travel IAHRB□ IAHRC□ SWFUC - Robb Young	$205.70
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$200.07
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$183.79
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$182.75
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$180.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$179.46
T&E-□IAHRC□□ --IAHRC - Opening SupportBrett GualtCurtis PilgreenRobb YoungAdam WomelsdorfJames VuAmber Tremblay--YOUNG, ROBERT A--05/31/2023	$175.00
T&E--AP DAVIS, OTTO WAYNE: BB Mileage - 4111.50233110. -	$162.44
T&E--AP DAVIS, OTTO WAYNE: BB Mileage - 4111.50233110. -	$162.44
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$156.02
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$144.10

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$144.10
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$137.50
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$137.50
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$133.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$121.49
T&E--AP DIEGO, ALFONSO: BB Airfare - 4101.50231110.	$116.82
T&E--AP GRANGER, HUMPHREY: AP OTHER - 4111.50223110. -	$114.58
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$114.15
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$102.57
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$102.57
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$101.87
T&E-□IAHRC□□ --misc.--DIEGO, ALFONSO--05/26/2023	$101.87
T&E--AP DAVIS, OTTO WAYNE: BB Taxi/Parking - 4111.50233110. -	$97.00
T&E-□IAHRC□□ --IAHRC Lodging--VU, JAMES Q--05/27/2023	$95.25
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$95.00
T&E-IAHRB|IAHRC - Robb Young	$94.63
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$90.97
T&E-□IAHRC□□ --The site and pre-opening supportHotel Room - IAHRC Support--YOUNG, ROBERT A--05/06/2023	$89.73

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$81.00
T&E-□IAHRC□□ --Opening Support Travel--YOUNG, ROBERT A--05/27/2023	$80.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$77.33
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$74.95
T&E--AP DAVIS, OTTO WAYNE: BB Taxi/Parking - 4111.50233110. -	$69.00
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$68.42
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$62.90
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$60.92
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$60.63
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$60.63
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$60.00
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$58.58
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$58.13
T&E-IAHRB|IAHRC - Robb Young	$57.08
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$56.53
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$54.94
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50235410. -	$54.10
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$53.00
T&E--AP GRANGER, HUMPHREY: BB Taxi/Parking - 4201.50233110. -	$51.95
T&E-□IAHRC□□ --IAHRC Meals--VU, JAMES Q--05/27/2023	$50.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC - Opening SupportJames VuRobb YoungAlfonso Diego--YOUNG, ROBERT A--05/31/2023	$50.00
T&E--AP GRANGER, HUMPHREY: BB TAXI/PARKING - 4201.50233110. -	$49.24
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$49.21
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$48.00
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$48.00
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$47.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$46.63
T&E--AP GRANGER, HUMPHREY: BB CAR RENTAL - 4201.50233110. -	$46.42
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$45.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$44.32
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$44.06
T&E-□IAHRC□□ --misc.--DIEGO, ALFONSO--05/26/2023	$43.97
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$43.16
T&E-IAHRC--meals--DIEGO, ALFONSO--05/26/2023	$42.95
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$42.13
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$42.00
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$41.99

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --Travel to Airport--YOUNG, ROBERT A--05/27/2023	$41.00
T&E-□IAHRC□□ --Travel Home--YOUNG, ROBERT A--05/27/2023	$41.00
T&E-□IAHRC□□ --Travel to ATL Hartsfield Jackson Airport Parking from 113 Glenn Eagle Point Lagrange GA, 3024163 Miles--YOUNG, ROBERT A--04/27/2023	$39.30
T&E-□IAHRC□□ --Travel Home--YOUNG, ROBERT A--04/27/2023	$39.30
T&E-IAHRB|IAHRC - Robb Young	$38.50
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$37.64
T&E--AP GRANGER, HUMPHREY: BB TAXI/PARKING - 4201.50233110. -	$36.55
T&E--AP GRANGER, HUMPHREY: BB Car Rental - 4201.50233110. -	$36.47
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$36.38
T&E--AP GRANGER, HUMPHREY: BB CORP BUS LUNCH - 4201.50235410. -	$36.00
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$35.00
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$34.71
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$34.60
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$33.43
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$32.37
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$30.96

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$30.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$28.58
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$25.59
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$25.21
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$24.81
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$23.04
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$22.66
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$22.34
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$21.46
T&E-Travel IAHRB□ IAHRC□ SWFUC - Robb Young	$21.33
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$21.11
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$21.00
T&E--AP GRANGER, HUMPHREY: BB Corp Bus Lunch - 4201.50235410. -	$19.79
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$19.62
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$19.48
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$19.25
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$18.37
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$18.06

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$17.19
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$16.42
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$16.29
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$15.67
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$14.05
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$13.93
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$13.78
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$13.40
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$13.40
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$13.05
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$12.24
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$11.74
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$11.44
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$10.86
T&E-□IAHRC□□ --IAHRC Supplies--VU, JAMES Q--05/27/2023	$10.81
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110.	$10.77

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
-	
T&E-□IAHRC□□ --Opening Support Travel--YOUNG, ROBERT A--05/27/2023	$10.62
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$10.60
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$10.17
T&E--AP GRANGER, HUMPHREY: BB Corp Bus Dinner - 4201.50235410. -	$10.00
T&E-IAHRB|IAHRC - Robb Young	$9.00
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$8.12
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$7.64
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$7.58
T&E-IAHRB|IAHRC - Robb Young	$6.75
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$6.50
T&E-IAHRB|IAHRC - Robb Young	$6.43
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$5.87
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$5.82
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$5.33
T&E-IAHRB|IAHRC - Robb Young	$5.01
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$5.00
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$4.98

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$4.87
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$3.79
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$3.24
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$2.58
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$2.45
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$1.00
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	($50.94)
Original Amount:	$196,237.72
Amount Due:	$196,237.72

Hotel Portion: $121,188.44
City Facilities Portion: $75,049.28

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

April 1, 2024

Invoice: Conroe CCH Invoice 423-035B

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice City Portion #423-035B

	Amount	Previously Billed	This Billing		Cumulative	Remaining
Garfield Public/Private LLC			Detail	Total		
Developer Fee by Component						
Design Period Fee Payment (Convention Center)	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
Construction Phase	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
FF&E Service Fee	*$102,634.60*	*$102,634.60*	***$0.00***		*$102,634.60*	*$0.00*
Substantial Completion	*$40,091.30*	*$40,091.30*	***$0.00***		*$40,091.30*	*$0.00*
Final Completion	*$40,091.30*	*$0.00*	***$0.00***		*$0.00*	*$40,091.30*
Project Development Fee Completion Portion	*$200,000.00*	*$200,000.00*	***$0.00***		*$200,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$132,000.00*	*$132,000.00*	***$0.00***		*$132,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$39,550.00*	*$39,550.00*	***$0.00***		*$39,550.00*	*$0.00*
Construction Manager						
Design Period	*$89,500.80*	*$89,500.80*	***$0.00***		*$89,500.80*	*$0.00*
Construction Phase	*$53,677.20*	*$53,677.20*	***$0.00***		*$53,677.20*	*$0.00*
TOTAL DEVELOPER	*$1,418,434.59*	*$1,378,343.30*		***$0.00***	*$1,378,343.30*	*$40,091.29*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$2,616,879.32*	*$2,614,145.01*	***$0.00***		*$2,614,145.01*	*$2,734.31*
OS&E	*$1,694,640.64*	*$1,657,911.20*	***$0.00***		*$1,657,911.20*	*$36,729.44*
IT Equipment	*$452,500.08*	*$281,703.46*	***$75,049.28***		*$356,752.74*	*$95,747.34*
Fire/Life Safety Review & Inspection	*$14,159.40*	*$14,159.40*	***$0.00***		*$14,159.40*	*$0.00*
Building Systems Commissioning	*$20,000.00*	*$0.00*	***$0.00***		*$0.00*	*$20,000.00*
*Survey, Geotech	*$14,700.00*	*$14,700.00*	***$0.00***		*$14,700.00*	*$0.00*
3rd Party Testing & Inspection	*$56,119.45*	*$56,119.45*	***$0.00***		*$56,119.45*	*$0.00*
Pre-Opening Budget	*$0.00*	*$0.00*	***$0.00***		*$0.00*	*$0.00*
Hyatt Technical Services Agreement fees	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$275,755.04*	*$275,755.04*	***$0.00***		*$275,755.04*	*$0.00*
Project Contingency	*$851,302.20*	*$790,772.15*	***$0.00***		*$790,772.15*	*$60,530.05*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$7,765,696.77*	*$7,438,176.91*		***$75,049.28***	*$7,513,226.19*	*$252,470.58*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$12,000.00*	*$0.00*	***$0.00***		*$0.00*	*$12,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$12,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*
Total amount due:				***$75,049.28***		

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS: FROST BANK
ABA Routing 114 000 093
Account No. 608803374
Styled: Garfield Public/Private LLC
Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
IT Opening Fees: IT on-site and off-site project mgmt and implementation of Hyatt's standard IT solutions and other technology	$55,000.00
IT Opening Fees: Shared Services Financials set-up, config & training (Oracle, MarkView, Blackline) Setup treasury/banking services	$30,212.00
IT Opening Fees: Network - Arch., design, deliver & support LAN/WAN, firewalls, ISP and integration to Hyatt network and 3rd party	$22,680.00
IT Opening Fees: Envision: Cust Relationship Mgmt/Detailing/Billing - config, training & support for modules selected	$20,000.00
IT Opening Fees: KRONOS Time and Attendance - onsite consultation, training, and remote configuration	$17,890.00
IT Opening Fees: Opera Property Management System (PMS) - Onsite training and configuration	$14,800.00
IT Opening Fees: Telecom: consultation for telecom services & systems; includes requirements, selection, config & implementation	$8,000.00
IT Opening Fees: Colleague Advantage(CA): one-time license fee & config; used to check-in/out guests & to access other systems	$7,500.00
IT Opening Fees: HotSOS Guest Request Bundle: Install/configure/train on HotSOS, HotSOS for Hskpg, ECA and/or Zingle	$1,800.00
IT Opening Fees: Online Check-in / Express check-out - onsite or remote configuration and training of the mandatory Hyatt feature	$1,500.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
IT Opening Fees: Mobile Entry - Hyatt's configuration and training of mobile entry with the Hyatt mobile app	$1,500.00
T&E for Amber Tremblay - 7/20/23	$1,338.35
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$538.41
T&E-□IAHRC□□ --IAHRC - Server DeploymentAirfair--YOUNG, ROBERT A--04/27/2023	$519.81
T&E--AP GRANGER, HUMPHREY: BB LODGING RM/TAX - 4201.50232210. -	$471.06
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$468.90
T&E--AP GRANGER, HUMPHREY: BB Airfare - 4201.50231110. -	$463.30
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$453.80
T&E-□IAHRC□□ --Opening Support Air Fair--YOUNG, ROBERT A--05/27/2023	$423.80
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$384.21
T&E--AP DAVIS, OTTO WAYNE: BB Car Rental - 4111.50233110. -	$362.37
T&E-□IAHRC□□ --Opening Support - Rental Car--YOUNG, ROBERT A--05/27/2023	$360.97
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$345.84
T&E--AP GRANGER, HUMPHREY: BB CAR RENTAL - 4201.50233110. -	$330.83
T&E-□IAHRC□□ --Airfare--DIEGO, ALFONSO--05/18/2023	$324.30

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$300.65
T&E--AP DAVIS, OTTO WAYNE: BB Lodging RM/Tax - 4111.50232210. -	$293.88
T&E--AP DAVIS, OTTO WAYNE: BB Car Rental - 4111.50233110. -	$267.69
T&E--AP GRANGER, HUMPHREY: BB Car Rental - 4201.50233110. -	$259.18
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$209.47
T&E-Travel IAHRB□ IAHRC□ SWFUC - Robb Young	$205.70
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$200.07
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$183.79
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$182.75
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$180.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$179.46
T&E-□IAHRC□□ --IAHRC - Opening SupportBrett GualtCurtis PilgreenRobb YoungAdam WomelsdorfJames VuAmber Tremblay--YOUNG, ROBERT A--05/31/2023	$175.00
T&E--AP DAVIS, OTTO WAYNE: BB Mileage - 4111.50233110. -	$162.44
T&E--AP DAVIS, OTTO WAYNE: BB Mileage - 4111.50233110. -	$162.44
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$156.02
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$144.10

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP VU, JAMES Q: BB Mileage - 4101.50233110. -	$144.10
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$137.50
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$137.50
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$133.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$121.49
T&E--AP DIEGO, ALFONSO: BB Airfare - 4101.50231110.	$116.82
T&E--AP GRANGER, HUMPHREY: AP OTHER - 4111.50223110. -	$114.58
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$114.15
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$102.57
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$102.57
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$101.87
T&E-□IAHRC□□ --misc.--DIEGO, ALFONSO--05/26/2023	$101.87
T&E--AP DAVIS, OTTO WAYNE: BB Taxi/Parking - 4111.50233110. -	$97.00
T&E-□IAHRC□□ --IAHRC Lodging--VU, JAMES Q--05/27/2023	$95.25
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$95.00
T&E-IAHRB|IAHRC - Robb Young	$94.63
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$90.97
T&E-□IAHRC□□ --The site and pre-opening supportHotel Room - IAHRC Support--YOUNG, ROBERT A--05/06/2023	$89.73

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$81.00
T&E-□IAHRC□□ --Opening Support Travel--YOUNG, ROBERT A--05/27/2023	$80.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$77.33
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$74.95
T&E--AP DAVIS, OTTO WAYNE: BB Taxi/Parking - 4111.50233110. -	$69.00
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$68.42
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$62.90
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$60.92
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$60.63
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$60.63
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$60.00
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$58.58
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$58.13
T&E-IAHRB|IAHRC - Robb Young	$57.08
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$56.53
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	$54.94
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50235410. -	$54.10
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$53.00
T&E--AP GRANGER, HUMPHREY: BB Taxi/Parking - 4201.50233110. -	$51.95
T&E-□IAHRC□□ --IAHRC Meals--VU, JAMES Q--05/27/2023	$50.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC - Opening SupportJames VuRobb YoungAlfonso Diego--YOUNG, ROBERT A--05/31/2023	$50.00
T&E--AP GRANGER, HUMPHREY: BB TAXI/PARKING - 4201.50233110. -	$49.24
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$49.21
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$48.00
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$48.00
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$47.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$46.63
T&E--AP GRANGER, HUMPHREY: BB CAR RENTAL - 4201.50233110. -	$46.42
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$45.00
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$44.32
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$44.06
T&E-□IAHRC□□ --misc.--DIEGO, ALFONSO--05/26/2023	$43.97
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$43.16
T&E-IAHRC--meals--DIEGO, ALFONSO--05/26/2023	$42.95
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$42.13
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$42.00
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$41.99

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --Travel to Airport--YOUNG, ROBERT A--05/27/2023	$41.00
T&E-□IAHRC□□ --Travel Home--YOUNG, ROBERT A--05/27/2023	$41.00
T&E-□IAHRC□□ --Travel to ATL Hartsfield Jackson Airport Parking from 113 Glenn Eagle Point Lagrange GA, 3024163 Miles--YOUNG, ROBERT A--04/27/2023	$39.30
T&E-□IAHRC□□ --Travel Home--YOUNG, ROBERT A--04/27/2023	$39.30
T&E-IAHRB|IAHRC - Robb Young	$38.50
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$37.64
T&E--AP GRANGER, HUMPHREY: BB TAXI/PARKING - 4201.50233110. -	$36.55
T&E--AP GRANGER, HUMPHREY: BB Car Rental - 4201.50233110. -	$36.47
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$36.38
T&E--AP GRANGER, HUMPHREY: BB CORP BUS LUNCH - 4201.50235410. -	$36.00
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$35.00
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$34.71
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$34.60
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$33.43
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$32.37
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$30.96

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$30.00
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$28.58
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$25.59
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$25.21
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$24.81
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$23.04
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$22.66
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$22.34
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$21.46
T&E-Travel IAHRB□ IAHRC□ SWFUC - Robb Young	$21.33
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$21.11
T&E--AP DAVIS, OTTO WAYNE: BB Airfare - 4111.50231110. -	$21.00
T&E--AP GRANGER, HUMPHREY: BB Corp Bus Lunch - 4201.50235410. -	$19.79
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$19.62
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$19.48
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$19.25
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$18.37
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$18.06

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E--AP GRANGER, HUMPHREY: BB CORP BUS DINNER - 4201.50235410. -	$17.19
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$16.42
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Dinner - 4111.50235410. -	$16.29
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$15.67
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$14.05
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$13.93
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$13.78
T&E--AP DAVIS, OTTO WAYNE: BB Other - 4111.50232110. -	$13.40
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$13.40
T&E-IAHRB IAHRC Site Follow Up Visit - James Vu	$13.05
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$12.24
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/27/2023	$11.74
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$11.44
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$10.86
T&E-□IAHRC□□ --IAHRC Supplies--VU, JAMES Q--05/27/2023	$10.81
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110.	$10.77

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
-	
T&E-□IAHRC□□ --Opening Support Travel--YOUNG, ROBERT A--05/27/2023	$10.62
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Lunch - 4111.50235410. -	$10.60
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$10.17
T&E--AP GRANGER, HUMPHREY: BB Corp Bus Dinner - 4201.50235410. -	$10.00
T&E-IAHRB|IAHRC - Robb Young	$9.00
T&E-□IAHRC□□ --IAHRC - Opening Support--YOUNG, ROBERT A--05/31/2023	$8.12
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$7.64
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$7.58
T&E-IAHRB|IAHRC - Robb Young	$6.75
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$6.50
T&E-IAHRB|IAHRC - Robb Young	$6.43
T&E--AP EINSPANJER, ERIC: OPENING T&E EXPENSE - 4111.50232110. -	$5.87
T&E-□IAHRC□□ --IAHRC - Server Deployment--YOUNG, ROBERT A--04/14/2023	$5.82
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$5.33
T&E-IAHRB|IAHRC - Robb Young	$5.01
T&E--AP YOUNG, ROBERT A: SITE VISIT T&E EXPENSE - 4111.50232110. -	$5.00
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$4.98

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 10-DEC-23

Customer Number: 704092
Invoice Number: 52621
Invoice Date: 12-DEC-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
14911 QUORUM DRIVE, SUITE 380
Dallas TX 75254
United States

Description	Totals
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$4.87
T&E-□IAHRC□□ --IAHRC Lunch--VU, JAMES Q--05/27/2023	$3.79
T&E--AP VU, JAMES Q: OPENING T&E EXPENSE - 4101.50232110. -	$3.24
T&E--AP DAVIS, OTTO WAYNE: BB Corp Bus Bkfast - 4111.50235410. -	$2.58
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$2.45
T&E-□IAHRC□□ --IAHRC Breakfast--VU, JAMES Q--05/27/2023	$1.00
T&E-□IAHRC□□ --IAHRC Dinner--VU, JAMES Q--05/27/2023	($50.94)
Original Amount:	$196,237.72
Amount Due:	$196,237.72

Hotel Portion: $121,188.44
City Facilities Portion: $75,049.28

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
704092	GARFIELD PUBLIC PRIVATE LLC	52621	12-DEC-23

Amount Due : $196,237.72

Meeting Date: 04/24/2024
Department: Fire
Contact: Ken Kreger, Fire Chief
Submitted By: Meloney Taylor, Secretary - Fire

Workshop

Item Type:

Mayor Czajkoski

Joint Meeting:

Description

In the Interest of Public Safety, Discuss and Re-Consider approval of Conroe CIP budgeted guaranteed maximum price (GMP) for construction of Fire Station #8 located at 676 S. FM 3083 Conroe TX 77301.

Summary / Recommendation

Consider acceptance of the guaranteed maximum price (GMP) for the construction of Fire Station #8, to be located at 676 FM 3083. Christensen Building Group is the construction manager at risk (CMAR) and has proposed a GMP not to exceed $7,245,669.00. This capital improvement project (CIP) has been funded and is expected to take approximately 1 year to complete. The bid vetting process was focused on hiring subcontractors that have a reputation of completing their tasks within budget and on-time with consideration for local sub-contractors wherever possible. The need for Fire Station 8 was determined based upon rapid residential growth on the southeast side of town, particularly on the FM 3083 corridor and in the vicinity of S loop 336 and Carl Barton Park. Currently, the City of Conroe has 5 fire stations on the west side of town and 2 on the east side of town. Fire Station 8 would add a 3rd fire station on the east side. This proposal does not represent the design build construction contract utilized for the construction of the Hyatt Regency Hotel and Convention Center. While there is a GMP component, this project utilizes the construction manager at risk construction method. This method is one that the City has employed many times in the past with no issues related to increases in the GMP or cost overruns.

Fiscal Impact

Expenditure Amount:	$7,245,669.00
Revenue Amount:	N/A
Account Number:	P Code I37
Budget Amendment Required Y/N:	N
Financial Review Complete:	
Financial Review Notes:	

Meeting Date: 04/24/2024
Department: Mayor & Council
Contact: Jody Czajkoski, Mayor
Submitted By: Sami Quinlan, Assistant City Secretary

Workshop

Item Type: Other

Item Type: Other
Mayor Czajkoski
Joint Meeting: No Joint Meeting

Description
Discuss and Consider finding new Interim City Attorney immediately.

Summary / Recommendation
Discuss and Consider finding new Interim City Attorney immediately.

Attachments
Response Letter to AG

MEYER, KNIGHT, STEADMAN & TAXIS
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
5005 Riverway Dr., Suite 205
Houston, Texas 77056
Telephone 713-868-2222
Facsimile 713-868-2262

Nathan A. Steadman

E-Mail: nas@mkwlaw.com

April 16, 2024

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, Texas 78711-2548

Via Electronic Filing
and
First Class Mail

Re: **RESPONSE TO REQUEST BY CITY ATTORNEY FOR CONROE, TEXAS** for any opinion on the open records release of e-mail between City Attorney and City Councilmen

Dear Attorney General Paxton:

I represent the City of Conroe's City Secretary, Maria Socorro Gorjon ("Soco"). Your office received a request from Mike Garner, the Interim City Attorney, to issue an opinion about the privileged nature of e-mail between him and council members. *See* **Exhibit A** attached. Mr. Garner has failed to provide factual background and context to his request. He only provides the facts he deems appropriate without giving the full measure of the dispute.

There are two issues which support disclosure of the e-mail between the City Attorney and City Council, as will be discussed below:

A) Garner's e-mail to council related to the application dispute are not privileged because the attorney client privilege was waived when he represented the City Secretary, gave legal advice to her, which she accepted and acted upon, and she believed he was her attorney and she was not informed otherwise, was not informed of a conflict or potential conflict. *See* the legal memorandum from Garner to Soco attached hereto as **Exhibit B.**

B) The e-mail between Garner and Council are not privileged under the crime/fraud exception for violations of the Texas Open Meetings Act ("TOMA").

Factual Dispute:

The City Secretary is an appointed position, along with the City Attorney and City Administrator. These three positions report directly to the city council and Mayor. All three positions require a vote of four out of five city council members to terminate or modify employment terms. The Human Resource policies and procedures do not apply with respect to employment determinations because of the requirement of a City Council vote.

Recently there was a dispute over the City Secretary's acceptance of two applications for running

for city offices for the May 4, 2024, general election. There were some discrepancies with two ballots, but my client, the City Secretary refused to reject the ballots after objections were lodged. My client sought the advice of the Texas Secretary of State and the City Attorney in order to make an informed decision about how to treat the applications in dispute. E-mails were exchanged between my client and the Texas SOS as well as phone calls, so that my client could glen as much information as possible about the SOS' position on the issues. Additionally, Soco sought legal advice from the City Attorney who prepared a memorandum of law and gave it to the City Secretary. In reliance on this memorandum, my client took a position that the applications would not be rejected, and that open, vigorous, and contested elections should decide the elections, not technicalities. This position incensed some of the city council.

A lawsuit was filed against my client, in her capacity as City Secretary by two candidates to have a District Court in Montgomery County, Texas enjoin my client from accepting the applications at issue. Simultaneously, two additional requests for Mandamus Relief were filed against my client in the 9th Circuit Court of Appeals. One request for mandamus was filed by the Plaintiffs from the District Court case and the other request was filed by the City of Conroe against their own employee via the City Attorney's signature, my client's former attorney.

The District Court took evidence via testimony and records about the underlying issues and my client testified that she sought out the City Attorney's advice, that he gave her advice, she accepted the legal advice, and that she believed that he was her attorney. She further testified that she was never told that Mike Garner could not represent her due to a potential conflict of interest between her and the City, nor was she told that any type of conflict or potential conflict existed with his advice to her.

After hearing the evidence and admitting documents including telephone recordings with the Texas SOS, the District Court denied Plaintiffs' relief. The record was sent to the 9th Circuit Court of Appeals and it dismissed the Plaintiffs' case based on the same evidence and dismissed the City of Conroe's case against my client for lack of standing.

After three courts exonerated my client's actions in denying the objections to the applications, and after she spent her own money to pay legal fees for her defense, a demand letter was sent to the City of Conroe for, among other things, the payment of her legal fees as reimbursement or indemnity per the City Charter. On April 4, 2024, the demand was sent and on April 8, 2024, Soco was placed on involuntary leave for "medical reasons" because she demanded damages for mental anguish caused by the city suing her. Soco did not ask to be on leave, and in fact asked to work through the general election so that all could be handled correctly (she has been doing this job for 15 years and with the City of 32 years). The H.R. department of the City refused and without a notice of a meeting, agenda, meeting or vote by City Council, modified her employment and constructively terminated her. She was locked out of the building, removed from the server so she could not access her e-mail, and her phone number was removed from the website. Soco is not allowed to return to work in violation of the Open Meeting Act.

On April 11, 2024, all councilmen claimed they were not aware of Soco being sued nor did they have knowledge that she would be placed on leave for sending a demand letter. Any e-mail between Mike Garner and the councilmen about the issues in the lawsuit are relevant to determine the violations of the attorney client privilege and whether TOMA violations exist or whether a conspiracy exist to violate the law.

A. Attorney Client Privilege

Mike Garner has violated his attorney client privilege in failing to disclose potential or actual conflicts and advising Soco on how to proceed even though the City may sue her. The specific rule Ganer has violated are explained below.

> Rule 1.06 General Rule- A lawyer shall not represent a person if the representation of that person:
>
> (1) Involves a substantially related matter in which that person's interests are materially and directly adverse to the interests of another client of the lawyer or the lawyer's firm; or (2) reasonably appears to be or become adversely limited by the lawyer's or law firm's responsibilities to another client or to a third person or by the lawyer's or law firm's own interests.
>
> (d) A lawyer who has represented multiple parties in a matter shall not thereafter represent any of such parties in a dispute among the parties arising out of the matter, unless prior consent is obtained from all such parties to the dispute.
>
> Directly Adverse defined:
>
> The representation of one client is "directly adverse" to the representation of another client if the lawyer's independent judgment on behalf of a client or the lawyer's ability or willingness to consider, recommend or carry out a course of action will be or is reasonably likely to be adversely affected by the lawyer's representation of, or responsibilities to, the other client. The dual representation also is directly adverse if the lawyer reasonably appears to be called upon to espouse adverse positions in the same matter or a related matter.
>
> Comments on Full Disclosure/Consent:
>
> There are times when the organization's interest may be or become adverse to those of one or more of its constituents. In such circumstances the lawyers should advise any constituent, whose interest the lawyer finds adverse to that of the organization of the conflict or potential conflict of interest, that the lawyer cannot represent such constituent, and that such person may wish to obtain independent representation. Care should be taken to assure that the individual understands that, when there is such adversity of interest, the lawyer for the organization cannot provide legal representation for that constituent individual, and that discussions between the lawyer for the organization and the individual may not be privileged insofar as that individual is concerned. Whether such a warning should be given by the lawyer for the organization to any constituent individual may turn on the facts of each case.
>
> When more than one client is involved, the question of conflict must be resolved as to each client.[1]
>
> While it is not required that the disclosure and consent be in writing, it would be prudent for the lawyer to provide potential dual clients with at least a written summary of the considerations disclosed.

Notice of any type of conflict was never provided to Soco nor was she given any opportunity to seek independent counsel on this issue and was blindsided by the City's lawsuit against her, and

[1] This means it is also a conflict for the City of Conroe, which apparently Mike Garner failed to disclose to City Council – the voice of the City.

the City's refusal to defend her when the Plaintiffs sued her. As a result she had to defend herself at her own expense.

Since Mike Garner failed to inform Soco of the conflict and she believed she had an attorney client relationship, she wants to see the e-mail communications Mike Garner had with others about her situation and her facts and wants to know the full scope of any discussions he had with the Councilmen about suing her, about the position she took, about the advise he gave to Soco and why he disclosed that information to others. The requested e-mails answer these questions.

B. Waiver of Attorney Client Privilege under the Crime/Fraud exception

The other reason for the disclosure of the e-mail is to show that a crime was committed and conspiracy to commit a crime occurred between Mike Garner and some of the Councilmen.

Specifically, it is a crime, and civilly is negligence *per se* or willful and wanton conduct, to take unilateral action which requires a vote of the City Council. The rule provides as follows:

> Rule 503(d) Exception to Attorney-Client Privilege- There is no privilege under this rule:
>
> (1) If the services of the lawyer were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew or reasonably should have known to be a crime or fraud; and
>
> (3) As to a communication relevant to an issue of breach of duty by a lawyer to the client or by a client to the lawyer.

At the April 11, 2024 council meeting, all councilmen and the Mayor stated in open court that they had no knowledge that the City was suing Soco before it was filed, and had no knowledge that Soco's employment was going to be modified at best or constructively terminated at worst.

Under the City Charter, filing suit on behalf of the City requires an open meetings process with a majority vote after notice, agenda, meeting, and open vote. This never happened and Mike Garner committed a crime when he sued on behalf of the City, not to mention his own client.

Also per the City Charter, a modification of Soco's employment requires a vote of four out of five City Council. Again, no notice of a meeting was issued, no agenda to modify her employment was posted, no actual meeting and no vote to modify occurred.

Specifically, under the Texas Open Meetings Act, it is a class A misdemeanor to violate the open meeting requirements of local government. In pertinent part the language is below:

> Section 551.144- A member of a governmental body commits an offense if a closed meeting is not permitted under this chapter and the member knowingly:
>
> (1) calls or aids in calling or organizing the closed meeting, whether it is a special or called closed meeting;
>
> (2) closes or aids in closing the meeting to the public, if it is a regular meeting; or

(3) participates in the closed meeting, whether it is a regular, special, or called meeting.

Section 551.145- A member of a governmental body commits an offense if:
(1) the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a recording of the closed meeting is not being made

Section 551.143- A member of a governmental body commits an offense if the member:
(1) knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized by this chapter and that concern an issue within the jurisdiction of the governmental body in which the members engaging in the individual communications constitute fewer than a quorum of members but the members engaging in the series of communications constitute a quorum of members; and
(2) knew at the time the member engaged in the communication that the series of communications:
(A) involved or would involve a quorum; and
(B) would constitute a deliberation once a quorum of members engaged in the series of communications.

The e-mail between Mike Garner and the City Councilmen will show who discussed the lawsuit and termination with Mr. Garner via e-mail or otherwise. Both of these actions require an open meeting under the City Charter - neither of which occurred.

There are no privileges which have not been waived by Garner and his conduct related to these e-mail.

I look forward to hearing from you about this matter.

Sincerely,

MEYER, KNIGHT, STEADMAN & TAXIS, PLLC

Nathan A. Steadman

NAS/eke

cc: client

City of Conroe
Attn: City Attorney Mike Garner — Via E-Mail: mgarner@cityofconroe.org
Attn: Mayor Jody Czajkoski, — Via E-Mail: jczajkoski@cityofconroe.org
Attn: Mayor *Pro Temp* Curt Maddux — Via E-Mail: cmaddux@cityofconroe.org
Attn: City Administrator Gary Scott — Via E-Mail: gscott@cityofconroe.org

Meeting Date: 04/24/2024
Department: Mayor & Council
Contact:
Submitted By: Sami Quinlan, Assistant City Secretary

Workshop

Item Type: Other

Item Type: Other

Mayor Czajkoski

Joint Meeting: No Joint Meeting

Description

In the Interest of Transparency, Discuss and Consider waiving attorney client privilege, if any, and release ALL Open Records Requests of all communications of Council Members and City Staff related to the Candidate Ballot application issue, and the decision to sue City Secretary Soco Gorjon without an Open Meeting.

Summary / Recommendation

In the interest of transparency, Discuss and Consider waiving attorney client privilege, if any, and release ALL Open Record Requests of all communications of Council Members and City Staff related to the Candidate Ballot application issue, and the decision to sue City Secretary Soco Gorjon without an Open Meeting.

Meeting Date: 04/24/2024
Department: Mayor & Council
Contact: Jody Czajkoski, Mayor
Submitted By: Sami Quinlan, Assistant City Secretary

Workshop

Item Type: Other

Item Type: Other

Mayor Czajkoski

Joint Meeting: No Joint Meeting

Description

Discuss and Consider City Secretary Soco Gorjon's Demand letter to the City concerning EEOC possibilities and potential lawsuit with a deadline of April 18, 2024.

Summary / Recommendation

Discuss and Consider City Secretary Soco Gorjon's Demand letter to the City concerning EEOC possibilities and potential lawsuit with a deadline of April 18, 2024.

Meeting Date: 04/24/2024
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Presentation

CITY OF CONROE

Item Type: Presentation

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the status of the existing Capital Improvement Projects.

Summary / Recommendation

Update the Mayor and City Council on the status of the existing Capital Improvement Projects.

Meeting Date: 04/24/2024
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Jennifer Gilmore, Adm. Assistant - Public Works

Workshop

Item Type: Bid Award

N. McGuire

Joint Meeting: No Joint Meeting

Description

Discuss Lab Services Bid Award.

Summary / Recommendation

We received three responses for the Lab Services Bid. Eastex Environmental Labs Inc. is low bid with the amount of $178,400.00. This will be beginning on October 1, 2024 and is good for one year with the option of four renewals. Staff recommends awarding to Eastex Environmental Labs Inc.

Fiscal Impact

Expenditure Amount:	$178,400.00
Revenue Amount:	
Account Number:	Multiple
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

This will be for FY 24-25

Attachments

Lab Services Bid Tab

BID TABULATION SHEET

CITY OF CONROE Lab Testing Services	North Water District Laboratory	Eastex	SPL			
TOTAL BID	$206,666.50	$178,400.00	$423,371.00			

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Sherry Morgan, CVB Manager

Workshop

Item Type: Consent

S. Morgan

Joint Meeting: No Joint Meeting

Description

Discuss the approval of a Purchase order in the amount of $214,888.34 to Mighty Arsenal Advertising Agency from which to issue payments for services rendered through FYE2024.

Summary / Recommendation

Discuss the approval of a Purchase order in the amount of $214,888.34 to Mighty Arsenal Advertising Agency from which to issue payments for services rendered through FYE2024. Payments totaling $85,111.66 have already been paid using smaller purchase orders by individual invoices. This is a budgeted expense from a renewed contractual agreement.

Fiscal Impact

Expenditure Amount:	$214,888.34
Revenue Amount:	
Account Number:	004-4010-8029
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Meeting Date: 04/24/2024
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: Ordinance

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

Description
Discuss approving an Ordinance consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 249.

Summary / Recommendation
Discuss approving an Ordinance consenting to a Petition for the creation of Montgomery County Municipal Utility District No. 249.

Attachments
Petition to Create MUD 249
Survey & M & B

PETITION FOR CONSENT TO CREATION OF
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 249

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

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

The undersigned (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, respectfully petition this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be "Montgomery County Municipal Utility District No. 249" (the "District").

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain a total area of approximately 135.3842 acres of land, situated within Montgomery County, Texas, described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein (the "Property"). The Property is located entirely within the extraterritorial jurisdiction of the City of Conroe, Texas.

IV.

The undersigned constitutes a majority in value of the holders of title to the Property, as shown by the tax rolls and conveyances of record since the date or preparation of said county tax rolls. There are no lienholders on the Property.

V.

The proposed District shall be organized for the following purposes:

(1) provide a water supply for the District for municipal and domestic uses;
(2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and

(5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the construction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; (v) the construction and financing of park and recreational facilities; and (vi) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, roads, and park and recreational facilities. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, roads, and park and recreational facilities.

The provisions of such water, storm and sanitary sewer facilities and services and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, roads, and park and recreational facilities; therefore, a public necessity exists.

VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, roads, and park and recreational facilities can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District on the Property, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately $20,400,000.

X.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Conroe, Texas, adopt a resolution giving its written consent to the creation of the District to include the Property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED this the 28 day of February, 2024.

PETITIONER:

CHAPEL LAKES MH JV, LLC,
a Texas limited liability company

By: SGA Chapel Lakes JV, LLC,
a Colorado limited liability company, its manager

By: Stonetown Chapel Lakes, LLC,
a Colorado limited liability company, its manager

By: Stonetown DV Investors, LLC,
a Colorado limited liability company, its manager

By: _____
Adam Minnick
Manager

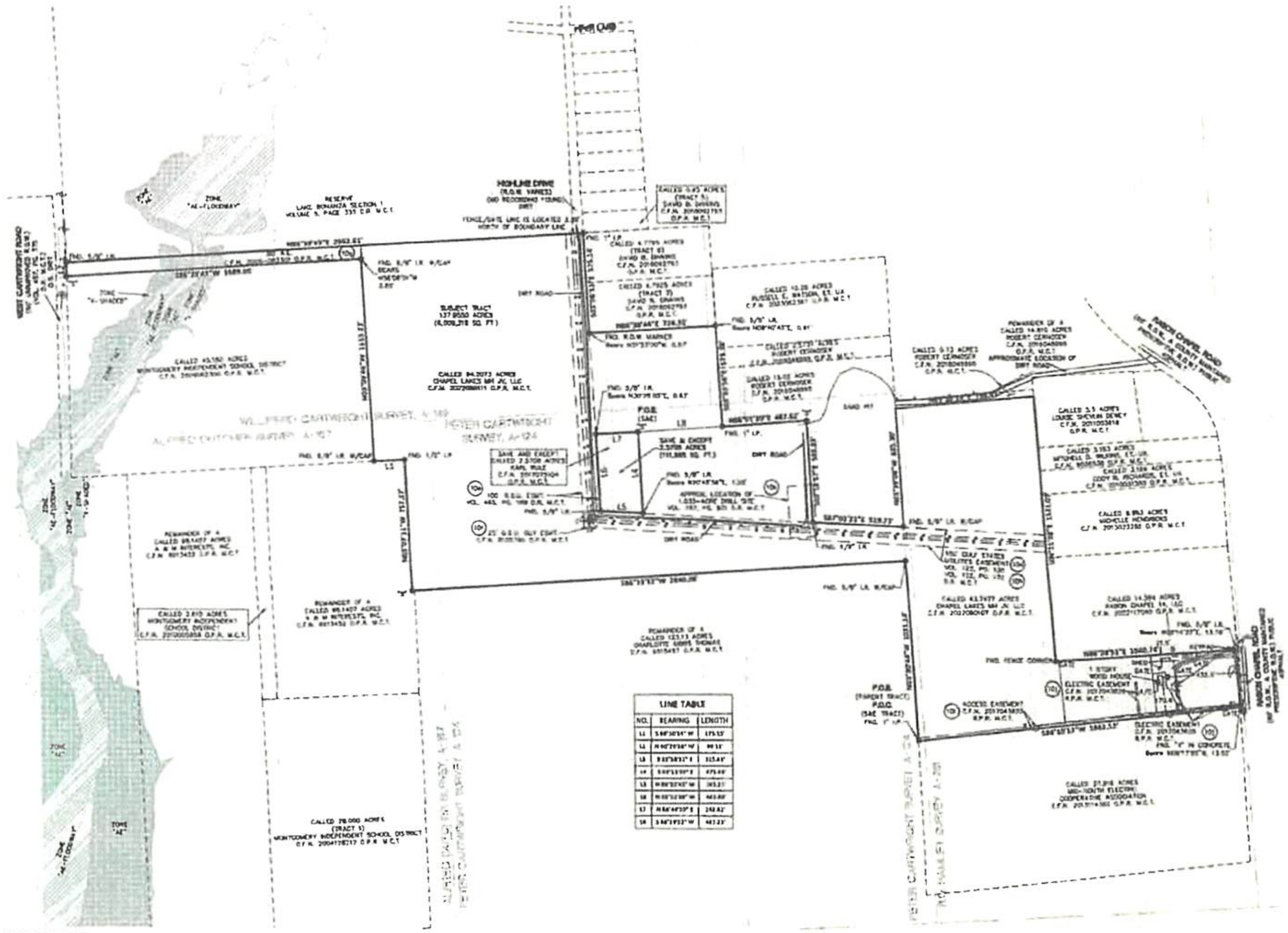
STATE OF Colorado §
§
COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 28th day of February, 2024, by Adam Minnick, Manager of Stonetown DV Investors, LLC, a Colorado limited liability company, manager of Stonetown Chapel Lakes, LLC, a Colorado limited liability company, manager of SGA Chapel Lakes JV, LLC, a Colorado limited liability company, manager of Chapel Lakes MH JV, LLC, a Texas limited liability company, on behalf of said limited liability companies.

SYDNEY DHAN SCHAAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224019706
MY COMMISSION EXPIRES MAY 17, 2026

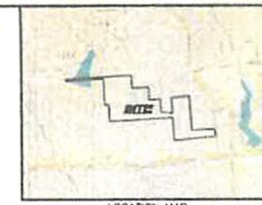
_____
Notary Public, State of CO

(SEAL)



LINE TABLE

NO.	BEARING	LENGTH
L1	S 04°30'34" W	175.13'
L2	N 02°29'38" W	99.13'
L3	S 03°38'32" E	315.43'
L4	S 03°13'50" E	475.00'
L5	N 86°22'43" W	365.21'
L6	N 03°52'38" W	463.80'
L7	N 86°44'20" E	242.82'
L8	S 86°19'22" W	463.23'



LOCATION MAP
NOT TO SCALE

LEGEND / ABBREVIATIONS

A.	ABSTRACT
C.F.N.	CLERK'S FILE NUMBER
D.R.	DEED RECORDS
FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
M.R.	MAP RECORDS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
"S"	SET 5/8 INCH IRON ROD WITH CAP "CORE 8437"
S&E	SAVE & EXCEPT
	FENCE CORNER
	PROPERTY MARKER

N

GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

GENERAL NOTES

1. The surveyor has not abstracted the site. This survey relies on the title search from Title Resources Guaranty Company, GF No. 607-336703384, effective date December 8, 2023, issue date January 8, 2024.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above. It is not to be used for any other purpose.

3. Bearing based on Texas State Plane Coordinates, Central Zone (4203), NAD83.

4. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line hereon.

5. Flood Statement: This site is situated in Zones "X, X-Shaded, AE, and Floodway AE" in Montgomery County, Texas according to FEMA map number 48339C0375G dated August 18, 2014. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. The flood statement shall not create liability on the part of the surveyor.

6. There is no Zoning per Montgomery County.

7. There are no parking spaces marked on the subject tract.

8. There are no party walls adjoining the subject tract.

9. The nearest intersection is Highland Drive and Piper Lane.

10. [illegible]

11. There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

12. There is no evidence of underground utilities existing on or serving the subject tract.

13. Address appears to be Highland Drive, Montgomery, Texas 77316.

14. Property is contiguous and has access with the east right-of-way of West Cartwright Road, an unimproved non-county maintained road and Highline Drive, and Rabon Chapel Road.

SCHEDULE B ITEMS

(10d) Easement granted to Gulf States Utilities Company for electricity and communications 100 feet wide as set forth by instrument recorded in Volume 172, Page 130 of the Deed Records of Montgomery County, Texas. (Tract 1) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10e) Easement granted to Gulf States Utilities Company for electricity and communications 100 feet wide as set forth by instrument recorded in Volume 465, Page 169 of the Deed Records of Montgomery County, Texas. (Tract 1) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10f) A 25 foot easement granted to Gulf States Utilities Company for the construction, maintenance and repair, anchors, guy wires and stubs, feet wide as set forth by instrument recorded under Clerk's File No. 8105760 of the Deed Records of Montgomery County, Texas. (Tract 1) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10g) An 80 foot wide access easement as granted to Montgomery Independent School District as set forth in Easement Agreement for Access, recorded in Document No. 2006-083301 of the Official Public Records of Montgomery County, Texas. (Tract 1) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10h) Easement granted to Gulf States Utilities Company 100 feet wide for electricity and communications 100 feet wide as set forth in instrument recorded in Volume 122, page 132 of the Deed Records of Montgomery County, Texas. (Tract 2) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10i) A 15 foot wide fence line access easement as set forth in Access Easement and Indemnity Agreement by and between Roy Preston Clopton and Mid-South Electric Cooperative Association, dba Mid-South Synergy and recorded in Document No. 2017043625 of the Official Records of Montgomery County, Texas. (Tract 2) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10j) Underground electric line easement 15 feet in width as granted to Mid-South Electric Cooperative Association, dba Mid-South Synergy recorded in Document No. 2017043639 of the Official Public Records of Montgomery County, Texas. (Tract 2) ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(10k) All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom, as same are reserved by The Sealy & Smith Foundation for the John Sealy Hospital as set forth in instrument recorded in/under Volume 236, Page 582 of the Deed Records of Montgomery County, Texas. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

Waiver of Surface Rights and Designation of Drill Site, as set forth in instrument recorded in Volume 787, Page 921 of the Deed Records of Montgomery County, Texas. ITEM AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY

(Tract 1)

(10l) All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom, as same are set forth in instrument recorded in Document No. 2010028757 and as corrected by instruments recorded in Document Nos. 2018108781 and 2021063783 of the Official Public Records of Montgomery County, Texas, and as affected by the following: ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

([illegible]) Surface waiver dated March 15, 2022 executed by Karen Clopton Harris as set forth in instrument recorded in Document No. 2022030954 of the Official Public Records of Montgomery County, Texas. ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

([illegible]) Surface waiver dated March 21, 2022 executed by Robert Walter Clopton, II as set forth in instrument recorded in Document No. 2022030953 of the Official Public Records of Montgomery County, Texas. ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

([illegible]) Surface waiver dated March 25, 2022 executed by Roy Preston Clopton as set forth in instrument recorded in Document No. 2022030952 of the Official Public Records of Montgomery County, Texas. ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

([illegible]) Surface waiver dated March 20, 2022 executed by Louis Steven Clopton as set forth in instrument recorded in Document No. 2022030955 of the Official Public Records of Montgomery County, Texas. (Tract 2) ITEM DEALS WITH SUBSURFACE RIGHTS AND IS NOT AN EASEMENT OF RECORD THEREFORE NOT SHOWN ON SURVEY

To: D.R. Horton-Texas, Ltd., a Texas limited partnership and or assigns, Chapel Lakes 6M JV, LLC a Texas limited liability company and Title Resources Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4, 6(a), 8(a), 9-11, 13, 14, 16 and 17 of Table A thereof. The fieldwork was completed on January 12, 2024.

PRELIMINARY: SHALL NOT BE RECORDED

Clemente Turrubiartes Jr.
Registered Professional Land Surveyor
Texas Registration No. 6617
Date: January 13, 2024

Fulcrum SURVEYING

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 WEST DAVIS ST #100
CONROE, TX 77304
(936) 547-0420

ALTA / NSPS LAND TITLE SURVEY
137.9550 ACRES (6,009,318 SQ. FT.)
BEING ALL OF THE
CALLED 94.2073 ACRE TRACT, C.F.N. 2022092711 O.P.R. M.C.T.
CALLED 43.7477 ACRE TRACT, C.F.N. 2022080107 O.P.R. M.C.T.
SAVE AND EXCEPT
CALLED 2.3708 ACRES, C.F.N. 2017073104 O.P.R. M.C.T.
IN THE WILLIFORD CARTWRIGHT SURVEY, A-149
PETER CARTWRIGHT SURVEY, A-124 AND
ALFRED DUTCHER SURVEY, A-187
MONTGOMERY COUNTY, TEXAS

REVISION BLOCK

NO.	DESCRIPTION	DATE
CLIENT	PRELIMINARY DRAWING	01/13/24

DRAWING

PROJECT NO.	L23-004-01
FIELD BK.	101
FIELD WRK	LP
DATE	01/12/24
DRAFTING	CT
DATE	01/13/24
CHECKED	CT
DATE	01/13/24

SUR-1
SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION PROVIDED

A 84.2073 ACRE TRACT AND 43.7477 ACRE TRACT DESCRIBED AS FOLLOWS

TRACT 1:

Being a 84.2073 acres (3,155,889 square feet) of land situated in the Wilford Cartwright Survey, A-149, Peter Cartwright Survey, A-134 and Alfred Dutcher Survey, A-167 all being of Montgomery County, Texas being all of the remainder of a called 136.004 acre tract of land as described in an instrument to CBA Management 4244, LTD., recorded under Volume 913, Page 854 of the Deed Records of Montgomery County, Texas (D.R.M. M.C.T.), SAVE AND EXCEPT a called 2.5705 acres, conveyed to Kari Plato, by deed recorded under County Clerk's File Number (C.F.N.) 2017072104 Official Public Records Montgomery County, Texas (O.P.R. M.C.T.), said 84.2073 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe found for the southeast corner of a called 43.775 acre tract of land (Exhibit B) as described in an instrument to Ray Preston Dayton, recorded under C.F.N. 2011029757 of the O.P.R. M.C.T., same being the northeast corner of a called 27.918 acre tract of land as described in an instrument to Mid-South Electric Cooperative Association, recorded under C.F.N. 2012114352 of the O.P.R. M.C.T. lying in the west line of a 0a remainder of a called 123.13 acre tract of land as described in an instrument to Charlotte Gibbs Thomas, recorded under C.F.N. 9015457 of the O.P.R. M.C.T.;

THENCE North 02° 19' 44" West, along and with the west line of said 27.918 acre tract of land and the east line of said 43.775 acre tract, a distance of 1,029.34 feet to a 5/8 inch iron rod with cap found for the southeast corner and POINT OF BEGINNING of the herein described tract, same being the northeast corner of the remainder of said 123.13 acre tract;

THENCE South 89°32'23" West, along and with the north line of the remainder of said 123.13 acre tract, a distance of 2,840.08 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" set for the southwest corner of the herein described tract, same being the northwest corner of the remainder of said 123.13 acre tract, lying in the east line of a called 36.1627 acre tract of land as described in an instrument to Adel Internat, Inc., recorded under C.F.N. 9013432 of the O.P.R. M.C.T.;

THENCE North 02°27' 1" West, along and with the east line of said 36.1627 acre tract, a distance of 797.27 feet to a 1/2 inch iron pipe found for an interior point for corner of the herein described tract, same being the northeast corner of said 36.1627 acre tract;

THENCE South 89°09'14" West, along and with the north line of said 36.1627 acre tract, a distance of 775.18 feet to a 5/8 inch iron rod with cap found for an exterior point for corner of the herein described tract, same being the southeast corner of a called 45.100 acre tract of land as described in an instrument to Montgomery Independent School District, recorded under C.F.N. 2008062308 of the O.P.R. M.C.T.;

THENCE North 02°09'46" West, along and with the east line of said 45.100 acre tract, a distance of 1,163.33 feet to an interior point for corner of the herein described tract, same being the northeast corner of said 45.100 acre tract, from which a found 5/8 inch iron rod with cap, bears North 58°05'01" West, a distance of 3.85 feet;

THENCE South 89°36'43" West, along and with the north line of said 45.100 acre tract, a distance of 1,808.00 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" set, lying in the west right of way line of Wise Cartwright Road, 60' undimensioned road, for an exterior point for corner of the herein described tract, same being the northwest corner of said 45.100 acre tract;

THENCE North 30°39'56" West, a distance of 38.11 feet to a 5/8 inch iron rod found for the northeast corner of the herein described tract and the remainder of said 134.004 acre tract, same being the southeast corner of a Reserve as shown on the plat of LAKE BONANZA SECTION 1, a subdivision per plat recorded under Volume 5, Page 339 of the Map Records of Montgomery County, Texas;

THENCE North 89°36'43" East, a distance of 1,801.51 feet to a found 1 inch iron pipe, marking the common corner of a called 0.95 acres (Tract 6) and a called 4.7700 acres (Tract 5), conveyed to David B. Drabke, by deed recorded under C.F.N. 2016060783 O.P.R. M.C.T., also being the northeast corner of the herein described tract;

THENCE South 02°04'13" East, along the east line of said 4.7700 acres (Tract 5) and a called 4.7605 acres (Tract 7), conveyed to said David B. Drabke, by said deed recorded under C.F.N. 2016062783 O.P.R. a distance of 373.14 feet to a point for corner, marking the southeast corner of said 4.7620 acres (Tract 7), also being an internal corner of the herein described tract, from which a found 0.016 meter, bears North 31° 53'05" West, a distance of 0.87 feet;

THENCE North 88°36'43" East, along and with the south line of said 4.7620 acre tract, a distance of 729.82 feet to an exterior point for corner of the herein described tract, same being the southeast corner of said 4.7620 acre tract, lying in the west line of a called 10.207 acre tract of land as described in an instrument to Robert Johnson, et. ux., recorded under C.F.N. 2020020289 of the O.P.R. M.C.T., from which a 5/8 inch iron rod found bears North 02°14'43" East, 0.81 feet;

THENCE South 02°33'39" East, a distance of 573.76 feet to a 1 inch iron pipe found for an interior point for corner of the herein described tract, same being the southwest corner of a called 10.00 acre tract as described in an instrument to Robert Carmack, recorded under C.F.N. 2008048888 of the O.P.R. M.C.T.;

THENCE North 89°01' 39" East, along and with the south line of said 10.00 acre tract, a distance of 407.83 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" set, for an exterior point for corner of the herein described tract, same being an interior point for corner of the remainder of said 10.00 acre tract;

THENCE South 02°01'57" East, a distance of 888.85 feet to a 5/8 inch iron rod found for an interior point for corner of the herein described tract, same being the southwest corner of said 10.00 acre tract;

THENCE South 87°01' 27" East, a distance of 298. 73 feet to a 5/8 inch iron rod with cap found for an exterior point for corner of the herein described tract, same being the southeast corner of said 10.00 acre tract, lying in the west line of said 43.775 acre tract;

THENCE South 02°25'16" East, a distance of 1195.87 feet to the POINT OF BEGINNING and containing a computed 84.2073 acres (4,155,889 square feet) of land.

SAVE AND EXCEPT a called 2.5705 acres, conveyed to Kari Plato, by deed recorded under County Clerk's File Number (C.F.N.) 2017072104 Official Public Records Montgomery County, Texas (O.P.R. M.C.T.), lying in the Wilford Cartwright Survey, A-149, said 84.2073 acre tract of land being more particularly described by bodes and bounds as follows:

COMMENCING at a 1 inch iron pipe found for the southeast corner of a called 43.775 acre tract of land (Exhibit B) as described in an instrument to Ray Preston Dayton, recorded under C.F.N. 2011029757 of the M.C.T., same being the northeast corner of a called 27.918 acre tract of land as described in an instrument to Mid-South Electric Cooperative Association, recorded under C.F.N. 2012114352 of the O.P.R. lying in the west line of a 0a remainder of a called 123.13 acre tract of land as described in an instrument to Charlotte Gibbs Thomas, recorded under C.F.N. 9015457 of the O.P.R. M.C.T.;

THENCE North 02°30' 44" West, along and with the west line of the remainder of said 123.13 acre tract and the west line of said 43.775 acre tract, a distance of 1,029.34 feet to a 5/8 inch iron rod with cap found for the southeast corner and Remainder of a called 136.004 acres, conveyed to CBA Management 4244, LTD., by deed recorded under Volume 913, Page 854 Deed Records of Montgomery County, Texas (D.R. M.C.T.);

THENCE North 02°25'16" West, along and with the east line of said Remainder of a called 136.004 acres, a distance of 1,195.87 feet to a 5/8 inch iron rod with cap found, marking the common corner of said Remainder and a called 18.52 acres, also being an angle point of the herein described tract;

THENCE North 02°26'08" West, along the west line of said 18.52 acres, a distance of 888.85 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", marking the southwest corner of a called 0.73 acres, conveyed to Robert Carmack, by deed recorded under C.F.N. 2008048888 O.P.R. M.C.T., also being the northwest corner of said 43.775 acres and the herein described tract;

THENCE North 88°01'39" East, along the north line of said 0.73 acres, a distance of 298.43 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", in the west line of a called 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southeast corner of said 0.73 acres and the northeast corner of said 43.775 acres and the herein described tract;

THENCE South 04°21' 28" East, along and with the west line of said 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southwest corner of said 1.5 acres and the northeast corner of said 43. 775 acres and the herein described tract;

THENCE South 04°21' 28" East, along the west line of said 43.775 acres, a distance of 1629.08 feet to a found fence corner, marking the southwest corner of a called 11.428 acres, conveyed to Mary A. Palmer, by deed recorded under C.F.N. 8018255 O.P.R. M.C.T., also being an internal corner of said 4 A. 77 5 acres and the herein described tract;

THENCE North 88°28'16" East, along and with the south line of said 11.428 acres, a distance of 1,340.74 feet to an exterior point for corner of the herein described tract, same being the southeast corner of said 11.428 acres, lying in the west line of a called 14.39 acre tract, from which a 5/8 iron rod bears North 29°14'27" East, a distance of 13.78 feet, lying in the west right-of-way Rabon Chapel Road (a County maintained prescriptive right-of-way);

THENCE South 02°28'28" East, along and with the west right-of-way line of said Rabon Chapel Road, a distance of 225.43 feet for the southeast corner of the herein described tract, same being the southeast corner of said 43.775 acre tract, from which a found 5/8 inch iron rod bears North 29°14'27" East, a distance of 13.78 feet;

THENCE South 84°10'13" West, a distance of 1,883.52 feet to the POINT OF BEGINNING and containing a computed 43.7477 acres (1,905,850 square feet) of land, more or less

TRACT 2:

Being a 43.7477 acres (1,905,850 square feet) of land situated in the Cartwright Survey, A-134 and B.B. Hamlet Survey, A-291 all being of Montgomery County, Texas being out of a called 43.775 acre tract of land as described in Exhibit "B" in an instrument to Ray Preston Dayton, recorded under Clerk's File Number (C.F.N.) 2011029757 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), said 43.7477 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for the northwest corner of a called 27.918 acre tract of land as described in an instrument to Mid-South Electric Cooperative Association, recorded in C.F.N. 2012114352 of the O.P.R. M.C.T., lying in the east line of of the Remainder of a called 123.13 acre tract of land as described in an instrument to Charlotte Gibbs Thomas, recorded in C.F.N. 9015457 of the O.P.R. M.C.T., same being the southwest corner of said 43.775 acres and the herein described tract;

THENCE North 02°30'44" West, along the west line of said Remainder of a called 123.13 acres, a distance of 1,029.34 feet to a 5/8 inch iron rod with cap found for common corner of said 123.13 acres and the Remainder of a called 136.004 acres, conveyed to CBA Management 4244, LTD., by deed recorded under Volume 913, Page 854 Deed Records of Montgomery County, Texas (D.R. M.C.T.), also being an angle point of the herein described tract;

THENCE North 02°25'16" West, along the west line of said Remainder of a called 136.004 acres, a distance of 1195.87 feet to a 5/8 inch iron rod with cap found, marking the common corner of said Remainder and a called 18.52 acres, also being an angle point of the herein described tract;

THENCE North 02°26'08" West, along the west line of said 18.52 acres, a distance of 888.85 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", marking the southwest corner of a called 0.73 acres, conveyed to Robert Carmack, by deed recorded under C.F.N. 2008048888 O.P.R. M.C.T., also being the northwest corner of said 43.775 acres and the herein described tract;

THENCE North 88°01'39" East, along the north line of said 0.73 acres, a distance of1298.43 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", in the west line of a called 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southeast corner of said 0.73 acres and the northeast corner of said 43.775 acres and the herein described tract;

THENCE South 04°21' 28" East, along and with the west line of said 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southwest corner of said 1.5 acres and the northeast corner of said 43. 775 acres and the herein described tract;

THENCE South 04°21' 28" East, along the west line of said 43.775 acres, a distance of 1629.08 feet to a found fence corner, marking the southwest corner of a called 11.428 acres, conveyed to Mary A. Palmer, by deed recorded under C.F.N. 8018255 O.P.R. M.C.T., also being an internal corner of said 4 A. 77 5 acres and the herein described tract;

THENCE South 88°28'16" East, along and with the south line of said 11.428 acres, a distance of 1,340.74 feet to an exterior point for corner of the herein described tract, same being the southeast corner of said 11.428 acres, lying in the west line of a called 14.39 acre tract, from which a 5/8 iron rod bears North 29°14'27" East, a distance of 13.78 feet, lying in the west right-of-way Rabon Chapel Road (a County maintained prescriptive right-of-way);

THENCE South 02°28'28" East, along and with the west right-of-way line of said Rabon Chapel Road, a distance of 225.43 feet for the southeast corner of the herein described tract, same being the southeast corner of said 43.775 acre tract, from which a found 5/8 inch iron rod bears North 29°14'27" East, a distance of 13.78 feet;

THENCE South 84°10'13" West, a distance of 1,883.52 feet to the POINT OF BEGINNING and containing a computed 43.7477 acres (1,905,850 square feet) of land, more or less

EXHIBIT TRACT LEGAL DESCRIPTION AS SURVEYED:

Being a 127.9680 acres (5,573,716 square feet) of land situated in the Wilford Cartwright Survey, A-149, Peter Cartwright Survey, A-134 and Alfred Dutcher Survey, A-167 all being of Montgomery County Texas and being all of a called 84.2073 acre tract of land as described in an instrument to Chapel Lakes GP #1, LLC., recorded under Clerks File Number (C.F.N.) 2022060311 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), and all of a called 43.7477 acre tract of land as described in an instrument to Chapel Lakes GP #1, LLC, recorded under C.F.N. 2022060307 of the O.P.R. M.C.T., said 84.2073 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for the northwest corner of a called 27.918 acre tract of land as described in an instrument to Mid-South Electric Cooperative Association, recorded under C.F.N. 2012114352 of the O.P.R. M.C.T., lying in the east line of the remainder of a called 123.13 acre tract of land as described in an instrument to Charlotte Gibbs Thomas, recorded under C.F.N. 9015457 of the O.P.R. M.C.T., same being the southwest corner of said 43.7477 acres tract of land and herein southerly corner of the herein described tract;

THENCE North 02°30'44" West, along and with the west line of the remainder of said 123.13 acre tract and the west line of said 43.7477 acre tract, a distance of 1,029.34 feet to a 5/8 inch iron rod with cap found for the southeast corner of the remainder of said 123.13 acre tract, and the southwest corner of said 84.2073 acre tract;

THENCE South 89°32'23" West, along and with the north line of the remainder of said 123.13 acre tract, a distance of 2,840.08 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" set for the southwest corner of the herein described tract, same being the northwest corner of the remainder of said 123.13 acre tract, lying in the east line of a called 36.1627 acre tract of land as described in an instrument to Adel Internati, Inc., recorded under C.F.N. 9013432 of the O.P.R. M.C.T.;

THENCE North 02°27' 1" West, along and with the east line of said 36.1627 acre tract, a distance of 797.27 feet to a 1/2 inch iron pipe found for an interior point for corner of the herein described tract, same being the northeast corner of said 36.1627 acre tract;

THENCE South 89°09'14" West, along and with the north line of said 36.1627 acre tract, a distance of 775.18 feet to a 5/8 inch iron rod with cap found for an exterior point for corner of the herein described tract, same being the southeast corner of a called 45.100 acre tract of land as described in an instrument to Montgomery Independent School District, recorded under C.F.N. 2008062308 of the O.P.R. M.C.T.;

THENCE North 02°09'46" West, along and with the east line of said 45.100 acre tract, a distance of 1,163.33 feet to an interior point for corner of the herein described tract, same being the northeast corner of said 45.100 acre tract, from which a found 5/8 inch iron rod with cap, bears North 58°05'01" West, a distance of 3.85 feet;

THENCE South 89°36'43" West, along and with the north line of said 45.100 acre tract, a distance of 1,808.00 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" found, lying in the west right of way line of Wise Cartwright Road, 60' undimensioned road, for an exterior point for corner of the herein described tract, same being the northwest corner of said 45.100 acre tract;

THENCE North 30°39'56" West, a distance of 38.11 feet to a 5/8 inch iron rod found for the northeast corner of the herein described tract and said 84.2073 acre tract, same being the southeast corner of a Reserve as shown on the plat of LAKE BONANZA SECTION 1, a subdivision per plat recorded under Volume 5, Page 339 of the Map Records of Montgomery County, Texas;

THENCE North 89°36'43" East, a distance of 1,801.51 feet to a found 1 inch iron pipe, marking the common corner of a called 0.95 acres (Tract 6) and a called 4.7700 acres (Tract 5), conveyed to David B. Drabke, by deed recorded under C.F.N. 2016060783 O.P.R. M.C.T., also being the northeast corner of the herein described tract;

THENCE South 02°04'13" East, along the east line of said 4.7700 acres (Tract 5) and a called 4.7605 acres (Tract 7), conveyed to said David B. Drabke, by said deed recorded under C.F.N. 2016062783 O.P.R. a distance of 373.14 feet to a point for corner, marking the southeast corner of said 4.7620 acres (Tract 7), also being an internal corner of the herein described tract, from which a found 0.016 meter, bears North 31° 53'05" West, a distance of 0.87 feet;

THENCE North 88°36'43" East, along and with the south line of said 4.7620 acre tract, a distance of 729.82 feet to an exterior point for corner of the herein described tract, same being the southeast corner of said 4.7620 acre tract, lying in the west line of a called 10.207 acre tract of land as described in an instrument to Robert Johnson, et. ux., recorded under C.F.N. 2020020289 of the O.P.R. M.C.T., from which a 5/8 inch iron rod found bears North 02°14'43" East, 0.81 feet;

THENCE South 02°33'39" East, a distance of 573.76 feet to a 1 inch iron pipe found for an interior point for corner of the herein described tract, same being the southwest corner of a called 10.00 acre tract as described in an instrument to Robert Carmack, recorded under C.F.N. 2008048888 of the O.P.R. M.C.T.;

THENCE North 89°01'39" East, along and with the south line of said 10.00 acre tract, a distance of 407.83 feet to a 5/8 inch iron rod with cap stamped "Cora 6607" found for an exterior point for corner of the herein described tract, same being an interior point for corner of the remainder of said 10.00 acre tract;

THENCE South 02°01'57" East, a distance of 888.85 feet to a 5/8 inch iron rod found for an interior point for corner of the herein described tract, same being the southwest corner of said 10.00 acre tract;

THENCE North 87°01'27" East, a distance of 298.73 feet to a 5/8 inch iron rod with cap found for an interior point for corner of the herein described tract, same being the southeast corner of said 10.00 acre tract, lying in the west line of said 43.7477 acre tract;

THENCE North 02°28'08" West, along the west line of said 10.00 acres, a distance of 888.30 feet to a 5/8 inch iron rod with cap stamped Cora 6607" found marking the southwest corner of a called 0.73 acre tract of land as described in an instrument to to Robert Carmack, recorded under C.F.N. 2008048888 O.P.R. M.C.T., also being the northwest corner of said 43.7477 acre tract and the herein described tract;

THENCE North 88°01'39" East, along the south line of said 0.73 acre tract, a distance of 298.43 feet to a 5/8 inch iron rod with cap stamped Cora 6607" found in the west line of a called 1.5 acre tract of land as described in an instrument to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southeast corner of said 0.73 acre tract and northeast corner of said 43.7477 acre tract and the herein described tract;

THENCE South 04°21'28" East, along the east line of said 43.7477 acre tract, a distance of 1629.01 feet to a found fence corner, marking the southwest corner of a called 11.384 acre tract of land as described in an instrument to Mary Palmer, recorded under C.F.N. 2022011040 of the O.P.R. M.C.T., also being an internal corner of said 43.7477 acre tract and the herein described tract;

THENCE North 89°28'16" East, along and with the south line of said 14.384 acre tract, a distance of 1,340.74 feet to an exterior point for corner of the herein described tract, from which a 5/8 iron rod bears North 29°14'27" East, a distance of 13.78 feet, lying in the west right-of-way Rabon Chapel Road (a County maintained prescriptive right-of-way);

THENCE South 02°28'28" East, along and with the west right-of-way line of said Rabon Chapel Road, a distance of 225.43 feet for the southeast corner of said 27.918 acre tract, same being the southeast corner of said 43.7477 acre tract and the herein described tract;

THENCE South 84°10'13" West, along and with the north line of said 27.918 acre tract, a distance of 1,883.52 feet to the POINT OF BEGINNING and containing a computed 127.9680 acres (5,573,716 square feet) of land SAVE & EXCEPT a 2.5705 acre tract described as Exhibit A-1 deed to Kari Plato, recorded under County Clerk's File Number (C.F.N.) 2017072104 Official Public Records Montgomery County, Texas (O.P.R. M.C.T.), lying in the Wilford Cartwright Survey, A-149, said 2.5705 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe found for the northeast corner of a called 27.918 acre tract of land as described in an instrument to Mid-South Electric Cooperative Association, recorded under C.F.N. 2012114352 of the O.P.R. M.C.T., lying in the west line of the remainder of a called 123.13 acre tract of land as described in an instrument to Charlotte Gibbs Thomas, recorded under C.F.N. 9015457 of the O.P.R. M.C.T., same being the southeast corner of said 43.7477 acres tract of land as described in an instrument to Chapel Lakes GP #1, LLC, recorded under C.F.N. 2022060307 of the O.P.R. M.C.T.;

THENCE North 02°30'44" West, along and with the west line of the remainder of said 123.13 acre tract and the east line of said 43.7477 acre tract, a distance of 1,029.34 feet to a 5/8 inch iron rod with cap found for the southeast corner and the northeast corner of said 84.2073 acre tract of land as described in an instrument to Chapel Lakes GP #1, LLC, recorded under Clerks File Number C.F.N. 2022060311 of the O.P.R. M.C.T.;

THENCE North 02°25'16" West, along the west line of said 43.7477 acre tract, a distance of 1195.87 feet to a 5/8 inch iron rod with cap found, marking the southeast corner of a called 18.52 acre tract as described in an instrument to Robert Carmack, recorded under C.F.N. 2008048888 of the O.P.R. M.C.T.;

THENCE North 02°26'08" West, along the west line of said 18.52 acres, a distance of 888.85 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", marking the southwest corner of a called 0.73 acres, conveyed to Robert Carmack, by deed recorded under C.F.N. 2008048888 O.P.R. M.C.T., also being the northwest corner of said 43.775 acres and the herein described tract;

THENCE North 88°01'39" East, along the north line of said 0.73 acres, a distance of 298.43 feet to a set 5/8 inch iron rod with cap stamped "Cora 6607", in the west line of a called 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southeast corner of said 0.73 acres and the northeast corner of said 43. 775 acres and the herein described tract;

THENCE South 04°21' 28" East, along and with the west line of said 1.5 acres, conveyed to Leslie Brooks Tenney, by deed recorded under C.F.N. 2012023878 O.P.R. M.C.T., marking the southwest corner of said 1.5 acres and the northeast corner of said 43. 775 acres and the herein described tract;

THENCE South 04°21' 28" East, along the west line of said 43.775 acres, a distance of 1629.08 feet to a found fence corner, marking the southwest corner of a called 11.428 acres, conveyed to Mary A. Palmer, by deed recorded under C.F.N. 8018255 O.P.R. M.C.T., also being an internal corner of said 4 A. 77 5 acres and the herein described tract;

THENCE North 88°28'16" East, along and with the south line of said 11.428 acres, a distance of 1,340.74 feet to an exterior point for corner of the herein described tract, same being the southeast corner of said 11.428 acres, lying in the west line of a called 14.39 acre tract, from which a 5/8 iron rod bears North 29°14'27" East, a distance of 13.78 feet, lying in the west right-of-way Rabon Chapel Road (a County maintained prescriptive right-of-way);

THENCE South 02°28'28" East, along and with the west right-of-way line of said Rabon Chapel Road, a distance of 225.43 feet for the southeast corner of the herein described tract, same being the southeast corner of said 43.775 acre tract, from which a found 5/8 inch iron rod bears North 29°14'27" East, a distance of 13.78 feet;

THENCE South 84°10'13" West, a distance of 1,883.52 feet to the POINT OF BEGINNING and containing a computed 43.7477 acres (1,905,850 square feet) of land, more or less

Fulcrum SURVEYING
TBPLS 10193790
www.fulcrumsurveying.com

L SQUARED ENGINEERING
RESIDENTIAL COMMERCIAL INDUSTRIAL
3507 WEST DAVIS ST #100
CONROE, TX 77304
(936) 647-0420

ALTA / NSPS LAND TITLE SURVEY
137.9680 ACRES (5 804 319 SQ. FT.)
BEING ALL OF THE:
CALLED 84.2073 ACRE TRACT C.F.N. 2022060311 O.P.R. M.C.T.
CALLED 43.7477 ACRE TRACT C.F.N. 2022060307 O.P.R. M.C.T.
SAVE AND EXCEPT
A CALLED 2.5705 ACRE TRACT C.F.N. 2017072104 O.P.R. M.C.T.
IN THE WILFORD CARTWRIGHT SURVEY, A-149
PETER CARTWRIGHT SURVEY, A-134
AND
ALFRED DUTCHER SURVEY, A-167
MONTGOMERY COUNTY, TEXAS

REVISION BLOCK

NO.	DESCRIPTION	DATE
1	SURVEY DRAWING	8/14/24

DRAWING

PROJECT NO.	J21-00465
FIELD BK	161
FIELD WRK	LP
DATE	01/13/24
DRAFTING	CT
DATE	01/13/24
CHECKED	CT
DATE	01/13/24

SUR-1
SHEET 2 OF 2

S:\Users\Mike Ogle\Fulcrum Land Surveying\J21-00465 - Chapel Lakes - Boundary\SURVEY\J21-00465 - Chapel Lakes - Boundary.dwg

Meeting Date: 04/24/2024
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: Resolution

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

Description
Discuss a Petition consenting to the annexation of 86.174 acres of land, more or less, into the boundaries of Municipal Utility District No. 142.

Summary / Recommendation
Discuss a Petition consenting to the annexation of 86.174 acres of land, more or less, into the boundaries of Municipal Utility District No. 142.

Attachments
MUD 142 Petition to Annex 86 + Acres
MUD 142 Survey
MUD 142 M & B

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

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

The undersigned, DL VENTURES NO. 1, LTD., a Texas limited partnership (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 142 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Conroe, Texas (the "City"), for its written consent to the annexation by the District of approximately 86.174 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on April 8, 2015. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

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

III.

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

IV.

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

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

V.

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

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is $13,770,600.

VII.

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

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on February 14, 2024.

MONTGOMERY COUNTY
MUNICIPAL UTILITY DISTRICT NO. 142

By: _____

Name: Cameron Feehan

Title: Director

ATTEST:

By: _____

Name: David J. Patrick

Title: Secretary

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on February 14, 2024, by Cameron Feehan, as Director, and David J. Patrick, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, a political subdivision of the State of Texas, on behalf of said political subdivision.

ARLENE ELISE CATALAN
Notary Public, State of Texas
Comm. Expires 08-28-2027
Notary ID 132149165
(NOTARY SEAL)

_____
Notary Public, State of Texas

1159000

DL VENTURES NO. 1, LTD.,
a Texas limited partnership

By: D L Ventures, Inc., a Texas corporation,
its General Partner

By: _____

Name: Darrell Grein

Title: President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on Feb. 12th, 2024, by Darrell Grein, President of D L Ventures, Inc., a Texas corporation, General Partner to DL VENTURES NO. 1, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.

PAULA MALLORY
Notary Public, State of Texas
Comm. Expires 11-26-2027
Notary ID 11994899

(NOTARY SEAL)

_____
Notary Public, State of Texas

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

DL VENTURES NO. 1, LTD.,
a Texas limited partnership

By: DL Ventures, Inc., a Texas corporation,
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by _____ of DL Ventures, Inc., a Texas corporation, General Partner to DL VENTURES NO. 1, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.

PAULA MALLORY
Notary Public, State of Texas
Comm. Expires 11-26-2027
Notary ID 129948895

(NOTARY SEAL)

_____
Notary Public, State of Texas

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

EXHIBIT A

TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION
86.174 ACRES
IN THE PH HERNDON SURVEY, ABSTRACT NUMBER 256
MONTGOMERY COUNTY, TEXAS

BEING a 86.174 acre tract of land situated in the PH Herndon Survey, Abstract Number 256, Montgomery County, Texas, being comprised of all that certain called 45.655 acre tract described as "Tract 1", that certain called 7.155 acre tract described as "Tract 2", and the remainder of that certain called 9.305 acre tract described as "Tract 3", all in instrument to DL Ventures No. 1, LTD, recorded under Clerk's File Number 2020097743, of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), all that certain called 12.74 acre tract described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's Fine Number 2004008968, O.P.R.M.C.T., all that certain called 5.048 acre tract described as "Tract 1", and the remainder of that certain called 4.392 acre tract described as Tract 2, both described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2004008967, O.P.R.M.C.T., all that certain called 0.357 acre tract described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2022114741, O.P.R.M.C.T., and the remainder of that certain called 11.3004 acre tract described as "Tract II", in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2020097742, O.P.R.M.C.T., (all of which are further described as "DL Ventures tract" in the herein description), said 86.174 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the apparent common line between said Herndon Survey, and the Robert Marsh Survey, Abstract Number 355, in the southerly line of Willowridge Estates, Section 2, recorded under Cabinet D, Sheet 35B, of the Map Records of Montgomery County, Texas (M.R.M.C.T), for the common northerly corner of said DL Ventures tract and that certain called 2.2430 acre tract described in instrument to Karl D. Hackradt, recorded under Clerk's File Number 2008043487, O.P.R.M.C.T., being the northwesterly corner of the herein described 86.174 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,124,005.39, E: 3,810,478.11**, Central Zone (4203), grid measurements;

THENCE North 71°49'44" East, with the apparent common line between said Herndon Survey and said Marsh Survey, the common line between said DL Ventures tract and said Willowridge Estates, Section 2, at a distance of 281.21 feet, pass a 1/2 inch iron rod found for reference, in all, a total distance of 358.69 feet, to a 1 inch iron pipe found for an angle point in the northerly line of said DL Ventures tract and the herein described 86.174 acre tract;

THENCE North 71°40'38" East, 643.42 feet, continuing with said apparent common Survey line, with the southerly line of said Willowridge Estates, Section 2, Willowridge, Section 1, recorded under Cabinet D, Sheet 74A, (M.R.M.C.T.), and that certain called 7.525 acre tract described as "Tract 1" in instrument to Jerry Scott Gregurek and Karen Callahan Gregurek, recorded under Clerk's File Number 2011024506, (O.P.R.M.C.T.), common to a northerly line of said DL Ventures tract, to 5/8 inch iron rod found for the common northerly corner of said DL Ventures tract and Block 3, of the Estates of Wedgewood Falls, as shown on the map or plat thereof, recorded under Cabinet Z, Sheet 2714, M.R.M.C.T., being a northerly corner of the herein described 86.174 acre tract;

THENCE with the southerly line of Blocks 3 and 4, of said Estates of Wedgewood Falls, common to the northerly line of said DL Ventures tract, the following three (3) courses and distances:

1. South 65°10'27" East, 756.31 feet, to a ½ inch iron rod found for corner;
2. North 87°04'14" East, 576.87 feet, to a 5/8 inch iron rod with cap found for corner;
3. North 84°29'06" East, 309.88 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common northerly corner of said DL Ventures tract and that certain called 0.922 acre tract described as "Tract A", in instrument to The City o9f Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being a northeasterly corner of the herein described 86.174 acre tract;

THENCE South 05°48'25" East, 432.42 feet, with the common line between said DL Ventures tract and said 0.922 acre tract, to a 5/8 inch iron rod found for the common corner of said DL Ventures tract, said 0.922 acre tract, and Block 4, of Wedgewood, Section 4, recorded under Cabinet G, Sheet 4, M.R.M.C.T., being an interior corner of the herein described 86.174 acre tract;

THENCE South 27°25'28" East, with the westerly line of Blocks 4 and 5, of said Wedgewood, Section 4, common to an easterly line of said DL Ventures tract, at a distance of 85.52 feet, pass a 1/2 inch iron rod found for reference in the southerly right-of-way (ROW) of Wedgewood Boulevard, in all, a total distance of 101.39 feet, to a 1/2 inch iron rod found for the common corner of said DL Ventures tract, said Block 5, of said Wedgewood, Section 4, and the remainder of that certain called 2.7834 acre tract described as "Tract B", in instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being an interior corner of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said Tract B, the following three (3) courses and distances:

1. South 07°26'06" East, 100.03 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 82°36'42" East, 438.51 feet, to a 5/8 inch iron rod with cap found for corner;
3. South 85°04'14" East, 768.66 feet, to a 5/8 inch iron rod with cap found for a common corner of same, being an interior corner of the herein described 86.174 acre tract;

THENCE North 61°52'38" East, 305.07 feet, with the southerly line of said Tract B and the remainder of that certain called 3.2015 acre tract described as "Tract H", in said instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., common to a northerly line of said DL Ventures tract, to a 5/8 inch iron rod with cap found for the beginning of a curve to the left, a common corner of said DL Ventures tract and said Tract H, being an interior corner of the herein described 86.174 acre tract;

THENCE continuing, with the common line between said DL Ventures tract and said Tract H, the following six (6) courses and distances:

1. Northeasterly, 42.31 feet, with the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 24°14'32", and a chord that bears North 49°51'55" East, 42.00 feet, to a 5/8 inch iron rod with cap found for the beginning of a reverse curve to the right;
2. Northeasterly, 43.69 feet, with the arc of said reverse curve to the right, having a radius of 335.00 feet, a central angle of 07°28'21", and a chord that bears North 41°25'07" East, 43.66 feet, to a 5/8 inch iron rod with cap found for the beginning of a non-tangent curve to the left;
3. Northeasterly, 42.79 feet, with the arc of said non-tangent curve to the left, having a radius of 177.50 feet, a central angle of 13°48'47", and a chord that bears North 07°04'50" East, 42.69 feet, to a 5/8 inch iron rod with cap found for corner;
4. North 00°18'06" East, 32.29 feet, to a calculated point for the beginning of a curve to the right;
5. Northeasterly, 120.45 feet, with the arc of said curve to the right, having a radius of 96.50 feet, a central angle of 71°31'06", and a chord that bears North 36°22'50" East, 112.79 feet, to a 5/8 inch iron rod with cap found for corner;

6. North 72°42'52" East, 51.87 feet, to a ½ inch iron rod with cap found in the westerly ROW of Woods Estates Drive (60 feet wide), in the arc of a non-tangent curve to the left, for the common easterly corner of said DL Ventures tract and said Trach H, being the northeasterly corner of the herein described 86.174 acre tract;

THENCE with the westerly ROW of said Wood Estates Drive, an easterly line of said DL Ventures tract, the following two (2) courses and distances:

1. Southeasterly, 96.20 feet, with the arc of said non-tangent curve to the left, having a radius of 530.00 feet, a central angle of 10°23'59", and a chord that bears South 23°01'01" East, 96.07 feet, to a 5/8 inch iron rod found for corner;
2. South 28°05'02" East, at a distance of 26.14 feet, pass a 5/8 inch iron rod found for reference, in all a total distance of 420.50 feet, to a 1/2 inch iron rod for the common easterly corner of said DL Ventures tract and that certain called 0.654 acre tract described in instrument to The City of Conroe, recorded under Clerk's File Number 2022114749, O.P.R.M.C.T., being most easterly corner of the herein described 86.174 acre tract, from which a ½ inch iron rod with cap found for the southeasterly corner of said 0.654 acre tract bears South 28°07'51" East, 49.79 feet;

THENCE with the common line between said DL Ventures tract and said 0.654 acre tract, the following two (2) courses and distances:

South 61°53'11" West, 582.32 feet, to a ½ inch iron rod with cap found for corner;
South 01°57'31" West, 59.27 feet, to a ½ inch iron rod with cap found for the common corner of said DL Ventures tract, said 0.654 acre tract, and that certain called 8.7249 acre tract, described in instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being an angle point in an easterly line of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said 8.7249 acre tract, the following two (2) courses and distances:

1. South 03°01'09" West, 635.34 feet, to a 1/2 inch iron rod with cap found for corner;
2. South 70°01'03" West, 202.99 feet, to a 1/2 inch iron rod with cap found in the northerly line of that certain called 1.9181 acre tract described in instrument to Fletcher James Idom, III and Judith Johnson Idom, recorded under Clerk's File Number 2016047096, O.P.R.M.C.T., for the common southerly corner of said DL Ventures tract and said 8.7249 acre tract, being a southerly corner of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said 1.9181 acre tract, the following two (2) courses and distances:

1. North 62°34'35" West, 209.78 feet, to a 1 inch iron pipe found for corner;
2. South 22°34'16" West, 103.49 feet, to a calculated point for the common easterly corner of said DL Ventures tract and block 4, of Wedgewood Forest, Section 3, recorded in Cabinet Z, Sheet 6984, M.R.M.C.T., being a southerly corner of the herein described 86.174 acre tract, from which a 5/8 inch iron rod with cap found for reference bears North 75°52'21" East, 17.33 feet;

THENCE North 61°58'20" West, with the common line between said DL Ventures tract and said Block 4, of Wedgewood Forest, Section 3, at a distance of 379.24 feet, pass a 5/8 inch iron rod with cap found for reference, at a distance of 454.52 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 643.18 feet, to a 5/8 inch iron rod found for the common corner of said DL Ventures tract, said Block 4, of Wedgewood Forest, Section 3, and Block 3, of Wedgewood Forest, Section 2, recorded under Cabinet Z, Sheet 4351, M.R.M.C.T., being an angle point in the southerly line of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said Block 3, of Wedgewood Forest, Section 2, the following three (3) courses and distances:

1. North 62°06'49" West, 778.44 feet, to a 5/8 inch iron rod found for corner;
2. South 85°23'22" West, 566.55 feet, to a 5/8 inch iron rod found for corner;
3. North 66°26'58" West, 449.90 feet, to a 5/8 inch iron rod with cap found for the common corner of said DL Ventures tract, said Block 3, of Wedgewood Forest, Section 2, and Block 2, of Wedgewood Forest, Section 4, recorded under Cabinet Z, Sheet 7783, M.R.M.C.T., being an angle point in the southerly line of the herein described 86.174 acre tract;

THENCE with the northerly line of Blocks 1 and 2, of said Wedgewood Forest, Section 2, common to the southerly line of said DL Ventures tract, the following three (3) courses and distances:

1. North 43°17'55" West, 170.08 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 56°20'22" West, 679.88 feet, to a 5/8 inch iron rod with cap found for corner;
3. South 86°17'36" West, 401.01 feet, to a 5/8 inch iron rod found for the common southerly corner of said DL Ventures tract and said 2.2430 acre tract, being the southwesterly corner of the herein described 86.174 acre tract;

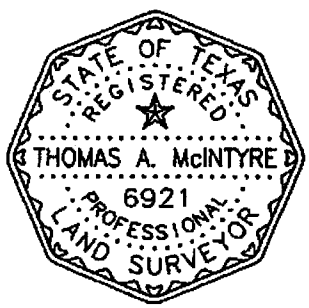
THENCE North 29°36'29" West, 470.80 feet, with the common line between said DL Ventures tract and said 2.2430 acre tract, to the **POINT OF BEGINNING**, and containing a computed area of 86.174 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground during the months of March and April, 2023, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project 24354.

Bearings recited hereon are based on GPS observations and IS referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

Revised April 17, 2023.

April 17, 2023
Date



Thomas A. McIntyre
R.P.L.S. No. 6921

EXHIBIT "B"

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Conroe, or otherwise acquiring waterworks systems, sanitary sewer collection and treatment systems and drainage facilities, roads, and parks and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Notwithstanding the foregoing, the District may, in addition, issue refunding bonds of any type permitted by Texas law, including, without limitation, current or exchange refunding bonds and advance refunding bonds. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds not later than any date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and, except for refunding bonds, shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any premium as well as the interest rate borne by such bonds, shall not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) No land will be added or annexed to the District until the City of Conroe has given its written consent by resolution of the City Council to such addition or annexation.

(c) The District, its directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative before the commencement of any construction within the District all plans and specifications. All water wells, water meters, all valves, pipes and appurtenances installed or used within the District shall conform to the specifications of the City of Conroe. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District shall comply with the city of Conroe's standard plans and specifications. The District will advertise for bids for all construction contracts calling for the expenditure of more than $150,000 and will endeavor to receive four (4) or more bids for all work. Prior to the construction of such facilities within the District, the District, or its engineer, shall give

written notice by registered or certified mail to the City of Conroe, stating the date that such construction will be commenced. The construction of the District's water, sanitary, sewer and drainage facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Conroe, and during the progress of the construction and installation of such facilities, the City of Conroe or an employee thereof, shall be permitted *to* make periodic on-the-ground inspections.

(d) Prior to the construction or installation of additions; water wells within the District, the District, its Directors, officers, or the developers and landowners shall submit to the City of Conroe or its designated representative plans and specifications with respect to the construction of such wells, together with such information concerning the projected usages of water to be supplied from such wells as may reasonably be necessary to demonstrate that the construction and operation of such additional wells will have no materials adverse effect upon the underlying water bearing strata within the City of Conroe limits and its extraterritorial jurisdiction.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the undersigned Secretary of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Montgomery County Municipal Utility District No. 142 that was filed with the Board of Directors of the District on February 14, 2024.

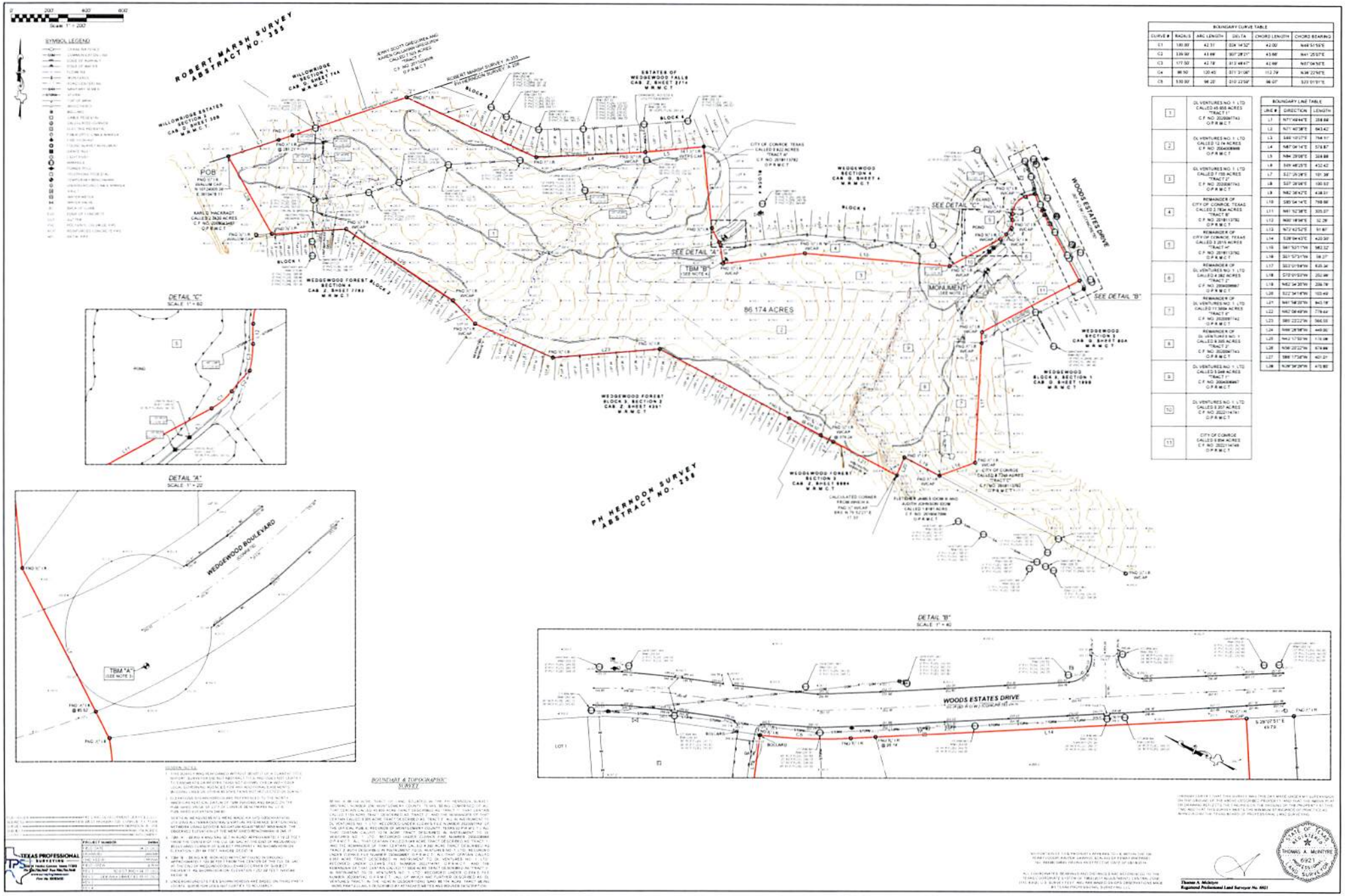
WITNESS MY HAND AND SEAL OF SAID DISTRICT on February 14, 2024.

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

(SEAL)

By: _____
Secretary, Board of Directors

1159000



BOUNDARY CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	130.00'	42.31'	024°14'32"	42.00'	N68°51'55"E
C2	330.00'	43.68'	007°35'21"	43.66'	N41°25'07"E
C3	177.50'	42.18'	013°36'47"	42.08'	N67°04'58"E
C4	96.50'	120.45'	071°31'06"	112.79'	N36°22'54"E
C5	530.00'	96.20'	010°23'58"	96.07'	S23°01'01"E

1	GL VENTURES NO. 1, LTD CALLED 45.855 ACRES "TRACT 1" C.F. NO. 2020097743 OPRMCT
2	GL VENTURES NO. 1, LTD CALLED 12.14 ACRES C.F. NO. 2004008998 OPRMCT
3	GL VENTURES NO. 1, LTD CALLED 7.708 ACRES "TRACT 2" C.F. NO. 2020097743 OPRMCT
4	REMAINDER OF CITY OF CONROE, TEXAS CALLED 2.7634 ACRES "TRACT B" C.F. NO. 2018113782 OPRMCT
5	REMAINDER OF CITY OF CONROE, TEXAS CALLED 3.2515 ACRES "TRACT A" C.F. NO. 2018113782 OPRMCT
6	REMAINDER OF GL VENTURES NO. 1, LTD CALLED 4.382 ACRES "TRACT 2" C.F. NO. 2004008998 OPRMCT
7	REMAINDER OF GL VENTURES NO. 1, LTD CALLED 11.3884 ACRES "TRACT 2" C.F. NO. 2020097743 OPRMCT
8	REMAINDER OF GL VENTURES NO. 1 CALLED 8.395 ACRES "TRACT 2" C.F. NO. 2020097743 OPRMCT
9	GL VENTURES NO. 1, LTD. CALLED 5.048 ACRES "TRACT 1" C.F. NO. 2004008997 OPRMCT
10	GL VENTURES NO. 1, LTD. CALLED 0.207 ACRES C.F. NO. 2022114741 OPRMCT
11	CITY OF CONROE CALLED 0.004 ACRES C.F. NO. 2022114749 OPRMCT

BOUNDARY LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N71°49'44"E	208.88'
L2	N71°40'38"E	643.42'
L3	S88°10'27"E	794.11'
L4	N87°04'14"E	573.87'
L5	N84°29'08"E	308.88'
L6	S49°48'25"E	432.42'
L7	S27°26'39"E	191.39'
L8	S27°26'39"E	130.53'
L9	N62°34'42"E	438.51'
L10	S85°04'14"E	798.66'
L11	N41°52'38"E	335.07'
L12	N66°18'06"E	52.28'
L13	N72°42'52"E	91.87'
L14	S28°04'43"E	420.50'
L15	S61°52'17"W	582.32'
L16	S61°57'31"W	58.27'
L17	S02°07'58"W	635.34'
L18	S70°49'59"W	252.99'
L19	N62°34'20"W	208.78'
L20	S22°34'14"W	103.49'
L21	N61°58'25"W	843.78'
L22	N62°08'49"W	779.64'
L23	S85°22'23"W	566.55'
L24	N66°28'36"W	449.90'
L25	N42°17'50"W	178.98'
L26	N56°20'22"W	674.66'
L27	S86°17'34"W	401.21'
L28	N06°36'26"W	470.80'

DETAIL "C"
SCALE: 1" = 60'

DETAIL "A"
SCALE: 1" = 20'

DETAIL "B"
SCALE: 1" = 40'

SYMBOL LEGEND

SCALE: 1" = 200'

BOUNDARY & TOPOGRAPHIC SURVEY

TEXAS PROFESSIONAL SURVEYING

THOMAS A. McINTYRE
6923
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

Thomas A. McIntyre
Registered Professional Land Surveyor No. 6923

EXHIBIT A

TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION
86.174 ACRES
IN THE PH HERNDON SURVEY, ABSTRACT NUMBER 256
MONTGOMERY COUNTY, TEXAS

BEING a 86.174 acre tract of land situated in the PH Herndon Survey, Abstract Number 256, Montgomery County, Texas, being comprised of all that certain called 45.655 acre tract described as "Tract 1", that certain called 7.155 acre tract described as "Tract 2", and the remainder of that certain called 9.305 acre tract described as "Tract 3", all in instrument to DL Ventures No. 1, LTD, recorded under Clerk's File Number 2020097743, of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), all that certain called 12.74 acre tract described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's Fine Number 2004008968, O.P.R.M.C.T., all that certain called 5.048 acre tract described as "Tract 1", and the remainder of that certain called 4.392 acre tract described as Tract 2, both described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2004008967, O.P.R.M.C.T., all that certain called 0.357 acre tract described in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2022114741, O.P.R.M.C.T., and the remainder of that certain called 11.3004 acre tract described as "Tract II", in instrument to DL Ventures No. 1, Ltd., recorded under Clerk's File Number 2020097742, O.P.R.M.C.T., (all of which are further described as "DL Ventures tract" in the herein description), said 86.174 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the apparent common line between said Herndon Survey, and the Robert Marsh Survey, Abstract Number 355, in the southerly line of Willowridge Estates, Section 2, recorded under Cabinet D, Sheet 35B, of the Map Records of Montgomery County, Texas (M.R.M.C.T), for the common northerly corner of said DL Ventures tract and that certain called 2.2430 acre tract described in instrument to Karl D. Hackradt, recorded under Clerk's File Number 2008043487, O.P.R.M.C.T., being the northwesterly corner of the herein described 86.174 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,124,005.39, E: 3,810,478.11**, Central Zone (4203), grid measurements;

THENCE North 71°49'44" East, with the apparent common line between said Herndon Survey and said Marsh Survey, the common line between said DL Ventures tract and said Willowridge Estates, Section 2, at a distance of 281.21 feet, pass a 1/2 inch iron rod found for reference, in all, a total distance of 358.69 feet, to a 1 inch iron pipe found for an angle point in the northerly line of said DL Ventures tract and the herein described 86.174 acre tract;

THENCE North 71°40'38" East, 643.42 feet, continuing with said apparent common Survey line, with the southerly line of said Willowridge Estates, Section 2, Willowridge, Section 1, recorded under Cabinet D, Sheet 74A, (M.R.M.C.T.), and that certain called 7.525 acre tract described as "Tract 1" in instrument to Jerry Scott Gregurek and Karen Callahan Gregurek, recorded under Clerk's File Number 2011024506, (O.P.R.M.C.T.), common to a northerly line of said DL Ventures tract, to 5/8 inch iron rod found for the common northerly corner of said DL Ventures tract and Block 3, of the Estates of Wedgewood Falls, as shown on the map or plat thereof, recorded under Cabinet Z, Sheet 2714, M.R.M.C.T., being a northerly corner of the herein described 86.174 acre tract;

THENCE with the southerly line of Blocks 3 and 4, of said Estates of Wedgewood Falls, common to the northerly line of said DL Ventures tract, the following three (3) courses and distances:

1. South 65°10'27" East, 756.31 feet, to a ½ inch iron rod found for corner;
2. North 87°04'14" East, 576.87 feet, to a 5/8 inch iron rod with cap found for corner;
3. North 84°29'06" East, 309.88 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common northerly corner of said DL Ventures tract and that certain called 0.922 acre tract described as "Tract A", in instrument to The City o9f Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being a northeasterly corner of the herein described 86.174 acre tract;

THENCE South 05°48'25" East, 432.42 feet, with the common line between said DL Ventures tract and said 0.922 acre tract, to a 5/8 inch iron rod found for the common corner of said DL Ventures tract, said 0.922 acre tract, and Block 4, of Wedgewood, Section 4, recorded under Cabinet G, Sheet 4, M.R.M.C.T., being an interior corner of the herein described 86.174 acre tract;

THENCE South 27°25'28" East, with the westerly line of Blocks 4 and 5, of said Wedgewood, Section 4, common to an easterly line of said DL Ventures tract, at a distance of 85.52 feet, pass a 1/2 inch iron rod found for reference in the southerly right-of-way (ROW) of Wedgewood Boulevard, in all, a total distance of 101.39 feet, to a 1/2 inch iron rod found for the common corner of said DL Ventures tract, said Block 5, of said Wedgewood, Section 4, and the remainder of that certain called 2.7834 acre tract described as "Tract B", in instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being an interior corner of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said Tract B, the following three (3) courses and distances:

1. South 07°26'06" East, 100.03 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 82°36'42" East, 438.51 feet, to a 5/8 inch iron rod with cap found for corner;
3. South 85°04'14" East, 768.66 feet, to a 5/8 inch iron rod with cap found for a common corner of same, being an interior corner of the herein described 86.174 acre tract;

THENCE North 61°52'38" East, 305.07 feet, with the southerly line of said Tract B and the remainder of that certain called 3.2015 acre tract described as "Tract H", in said instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., common to a northerly line of said DL Ventures tract, to a 5/8 inch iron rod with cap found for the beginning of a curve to the left, a common corner of said DL Ventures tract and said Tract H, being an interior corner of the herein described 86.174 acre tract;

THENCE continuing, with the common line between said DL Ventures tract and said Tract H, the following six (6) courses and distances:

1. Northeasterly, 42.31 feet, with the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 24°14'32", and a chord that bears North 49°51'55" East, 42.00 feet, to a 5/8 inch iron rod with cap found for the beginning of a reverse curve to the right;
2. Northeasterly, 43.69 feet, with the arc of said reverse curve to the right, having a radius of 335.00 feet, a central angle of 07°28'21", and a chord that bears North 41°25'07" East, 43.66 feet, to a 5/8 inch iron rod with cap found for the beginning of a non-tangent curve to the left;
3. Northeasterly, 42.79 feet, with the arc of said non-tangent curve to the left, having a radius of 177.50 feet, a central angle of 13°48'47", and a chord that bears North 07°04'50" East, 42.69 feet, to a 5/8 inch iron rod with cap found for corner;
4. North 00°18'06" East, 32.29 feet, to a calculated point for the beginning of a curve to the right;
5. Northeasterly, 120.45 feet, with the arc of said curve to the right, having a radius of 96.50 feet, a central angle of 71°31'06", and a chord that bears North 36°22'50" East, 112.79 feet, to a 5/8 inch iron rod with cap found for corner;

6. North 72°42'52" East, 51.87 feet, to a ½ inch iron rod with cap found in the westerly ROW of Woods Estates Drive (60 feet wide), in the arc of a non-tangent curve to the left, for the common easterly corner of said DL Ventures tract and said Trach H, being the northeasterly corner of the herein described 86.174 acre tract;

THENCE with the westerly ROW of said Wood Estates Drive, an easterly line of said DL Ventures tract, the following two (2) courses and distances:

1. Southeasterly, 96.20 feet, with the arc of said non-tangent curve to the left, having a radius of 530.00 feet, a central angle of 10°23'59", and a chord that bears South 23°01'01" East, 96.07 feet, to a 5/8 inch iron rod found for corner;
2. South 28°05'02" East, at a distance of 26.14 feet, pass a 5/8 inch iron rod found for reference, in all a total distance of 420.50 feet, to a 1/2 inch iron rod for the common easterly corner of said DL Ventures tract and that certain called 0.654 acre tract described in instrument to The City of Conroe, recorded under Clerk's File Number 2022114749, O.P.R.M.C.T., being most easterly corner of the herein described 86.174 acre tract, from which a ½ inch iron rod with cap found for the southeasterly corner of said 0.654 acre tract bears South 28°07'51" East, 49.79 feet;

THENCE with the common line between said DL Ventures tract and said 0.654 acre tract, the following two (2) courses and distances:

South 61°53'11" West, 582.32 feet, to a ½ inch iron rod with cap found for corner;
South 01°57'31" West, 59.27 feet, to a ½ inch iron rod with cap found for the common corner of said DL Ventures tract, said 0.654 acre tract, and that certain called 8.7249 acre tract, described in instrument to The City of Conroe, recorded under Clerk's File Number 2018113792, O.P.R.M.C.T., being an angle point in an easterly line of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said 8.7249 acre tract, the following two (2) courses and distances:

1. South 03°01'09" West, 635.34 feet, to a 1/2 inch iron rod with cap found for corner;
2. South 70°01'03" West, 202.99 feet, to a 1/2 inch iron rod with cap found in the northerly line of that certain called 1.9181 acre tract described in instrument to Fletcher James Idom, III and Judith Johnson Idom, recorded under Clerk's File Number 2016047096, O.P.R.M.C.T., for the common southerly corner of said DL Ventures tract and said 8.7249 acre tract, being a southerly corner of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said 1.9181 acre tract, the following two (2) courses and distances:

1. North 62°34'35" West, 209.78 feet, to a 1 inch iron pipe found for corner;
2. South 22°34'16" West, 103.49 feet, to a calculated point for the common easterly corner of said DL Ventures tract and block 4, of Wedgewood Forest, Section 3, recorded in Cabinet Z, Sheet 6984, M.R.M.C.T., being a southerly corner of the herein described 86.174 acre tract, from which a 5/8 inch iron rod with cap found for reference bears North 75°52'21" East, 17.33 feet;

THENCE North 61°58'20" West, with the common line between said DL Ventures tract and said Block 4, of Wedgewood Forest, Section 3, at a distance of 379.24 feet, pass a 5/8 inch iron rod with cap found for reference, at a distance of 454.52 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 643.18 feet, to a 5/8 inch iron rod found for the common corner of said DL Ventures tract, said Block 4, of Wedgewood Forest, Section 3, and Block 3, of Wedgewood Forest, Section 2, recorded under Cabinet Z, Sheet 4351, M.R.M.C.T., being an angle point in the southerly line of the herein described 86.174 acre tract;

THENCE with the common line between said DL Ventures tract and said Block 3, of Wedgewood Forest, Section 2, the following three (3) courses and distances:

1. North 62°06'49" West, 778.44 feet, to a 5/8 inch iron rod found for corner;
2. South 85°23'22" West, 566.55 feet, to a 5/8 inch iron rod found for corner;
3. North 66°26'58" West, 449.90 feet, to a 5/8 inch iron rod with cap found for the common corner of said DL Ventures tract, said Block 3, of Wedgewood Forest, Section 2, and Block 2, of Wedgewood Forest, Section 4, recorded under Cabinet Z, Sheet 7783, M.R.M.C.T., being an angle point in the southerly line of the herein described 86.174 acre tract;

THENCE with the northerly line of Blocks 1 and 2, of said Wedgewood Forest, Section 2, common to the southerly line of said DL Ventures tract, the following three (3) courses and distances:

1. North 43°17'55" West, 170.08 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 56°20'22" West, 679.88 feet, to a 5/8 inch iron rod with cap found for corner;
3. South 86°17'36" West, 401.01 feet, to a 5/8 inch iron rod found for the common southerly corner of said DL Ventures tract and said 2.2430 acre tract, being the southwesterly corner of the herein described 86.174 acre tract;

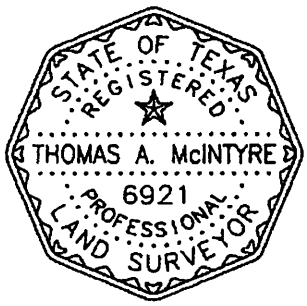
THENCE North 29°36'29" West, 470.80 feet, with the common line between said DL Ventures tract and said 2.2430 acre tract, to the **POINT OF BEGINNING**, and containing a computed area of 86.174 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground during the months of March and April, 2023, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project 24354.

Bearings recited hereon are based on GPS observations and IS referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

Revised April 17, 2023.

April 17, 2023
Date



Thomas A. McIntyre
R.P.L.S. No. 6921

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Christina Roley, Municipal Ct Admin

Workshop

Item Type: Presentation

Item Type: Presentation
C. Roley
Joint Meeting: No Joint Meeting

Description
Discuss the Confidentiality Policy for the Municipal Court.

Summary / Recommendation
This item is to discuss the Confidentiality Policy for the Municipal Court which was mandated by the Supreme Court of Texas. Rule 7 of the Texas Rules of Judicial Administration was amended to require all courts to adopt a confidentiality policy, as well as provide that policy to current court staff members and train them on it by May 1st, 2024. The policy states that a person with access to non-public judicial work product may not discuss, in any form, the contents of any non-public judicial work product. A copy of the adopted and signed policy will be filed with the court and the city's HR department.

Attachments
MC Confidentiality Policy
Supreme Court Order

Municipal Court of Conroe, Texas
Confidentiality Policy and Agreement

Employees of this Court occupy positions of public trust. In the course of your duties, you will encounter confidential information about the prospective disposition of cases and the inner workings of the Court.

Preserving the confidentiality of the Court's documents and private deliberations is **crucial to the Court's work**. More specifically, confidentiality furthers the ability of judges and judicial staff to communicate openly and honestly and to reach the most legally correct outcomes for litigants. Confidentiality also builds public respect for the judiciary and impresses on others the gravity of the judicial process. Any breach of confidentiality would betray not only the Court and the individuals who work here, but also the public's interest in thorough, considered justice.

Confidentiality has long been an expectation within Texas courts. Canon 3B(10) of the Texas Code of Judicial Conduct demands that judges and court staff refrain from "public comment about a pending or impending proceeding which may come before the judge's court." Canon 3B(11) of the Texas Code of Judicial Conduct provides that "[t]he discussions, votes, positions taken, and writings of appellate judges and court personnel about causes are confidences of the court and shall be revealed only through a court's judgment, a written opinion or in accordance with Supreme Court guidelines for a court-approved history project."

Texas Government Code Section 21.013 creates a Class A misdemeanor criminal offense for the unauthorized disclosure of non-public judicial work product, stating "[a] person . . . with access to non-public judicial work product commits an offense if the person knowingly discloses, wholly or partly, the contents of any non-public judicial work product . . ." Additionally, Texas Penal Code Section 39.06 criminalizes the misuse of official information by a public servant who "discloses or uses information for a nongovernmental purpose that: (1) he has access to by means of his office or employment; and (2) has not been made public", with penalties ranging from a Class C misdemeanor to a felony of the third degree.

This confidentiality policy incorporates the Canons as well as the statutory penalties of both Texas Government Code Section 21.013 and Texas Penal Code Section 39.06. This policy also incorporates Articles 45.0217, 45.0218 (recodified as 45A.462 and 45A.055, respectively, effective January 1, 2025) and Article 45.313,

regarding confidentiality in municipal courts. This policy applies to all who have access to confidential information pertaining to the City of Conroe Municipal Court.

1. Protection of information. Confidential information must not be shared with persons not employed within the Court, except as provided in Section 3 below. Employees must refrain from commenting about cases that are or may come before the Court to family, friends, or acquaintances.

2. Confidential information defined. Confidential information includes:

a) drafts of opinions not yet released, internal memoranda, emails between judges or staff, and any other document not intended for public use;

b) conversations between judges or court staff about litigants or cases before, previously before, or expected to come before the Court;

c) the private views of judges or court staff concerning the disposition of cases, litigants, anticipated cases, or each other;

d) the authorship of per curiam opinions or orders, the timing of opinion or order release, and any other procedural mechanism not ordinarily public;

e) documents-properly filed under seal by litigants or counsel; and

f) other information, however communicated, that is not authorized to be made public;

g) As provided by Article 45.0217/45A.462 of the Code of Criminal Procedure, and except as otherwise provided by Article 15.27 and Article 45.0217/45A.462, all records and files, including those held by law enforcement, and information stored by electronic means or otherwise, from which a record or file could be generated, relating to a child who is charged with, is convicted of, is found not guilty of, had a charge dismissed for, or is granted deferred disposition for a fine-only misdemeanor offense other than a traffic offense are confidential and may not be disclosed to the public, including all records generated under Subchapter E, Chapter 45, Article 45.313 of the Code of Criminal Procedure, other than statistical records;

h) As provided by Article 45.0218/45A.055 of the Code of Criminal Procedure, except as otherwise provided elsewhere in law, following the fifth anniversary

of the date of a final conviction of, or of a dismissal after deferral of disposition for, a misdemeanor offense punishable by fine only in this municipal court, all records and files and information stored by electronic means or otherwise, from which a record or file could be generated, that are held or stored by or for a municipal or justice court and relate to the person who was convicted of, or who received a dismissal after deferral of disposition for, the offense are confidential and may not be disclosed to the public. This does not apply to records, files, and information described herein that relate to an offense that is sexual in nature, as determined by the holder of the records, files, or information.

3. Disclosures of confidential information.

a) **Intentional disclosure** of confidential information outside of the boundaries of (1) above may be met with maximum disciplinary action. See (5) below.

b) **Negligent or accidental disclosure** is an extremely serious matter that may, but will not necessarily, be met with penalties as described in (5) below. Employees who accidentally disclose confidential information have a duty to promptly report the disclosure to their supervisor, appointing authority, or human resources department so that mitigation can be attempted.

Employees are expected to exercise their discretion and judgment to minimize the risk of inadvertent disclosure. For example, employees should refrain from communicating about sensitive matters in crowded or public spaces where others may overhear, even within the public areas of the Court. Employees should use court-issued, password-protected equipment to transmit confidential documents. Employees should be mindful of who can see their screen when working at home, on aircraft, public transit, or in public spaces. Employees should carefully keep track of and password protect electronic devices containing confidential information and immediately report any loss or theft of those devices.

c) **Authorized disclosure** occurs when the Judge who presides over the court, authorizes the employee to share work product with a specific person or organization. For example, employees may be authorized to share draft rules or administrative orders with other judicial branch entities for review and comment before they are released to the public, and the Clerk of Court may be authorized to disclose information relating to case status as part of their job

duties, provided the Court's internal, confidential deliberations are not disclosed.

d) **Disclosure as necessary to report misconduct or illegal acts** is permitted. Employees may disclose confidential information when such disclosure is necessary to adequately report to an appropriate authority the misconduct or illegal acts of any person, including sexual or other forms of harassment.

e) **Inspection of Confidential Information** defined by Section 2.g herein may only be by: judges or court staff; a criminal justice agency for a criminal justice purpose, as those terms are defined by Section 411.082, Government Code; the Department of Public Safety; an attorney for a party to the proceeding; the child defendant; or the defendant's parent, guardian, or managing conservator; or as otherwise expressly provided by Article 45.0217/45A.462 of the Code of Criminal Procedure.

f) **Inspection of Confidential Information** defined by Section 2.h. herein may only be by: judges or court staff; a criminal justice agency for a criminal justice purpose, as those terms are defined by Section 411.082 of the Government Code; the Department of Public Safety; the attorney representing the state; the defendant or the defendant's counsel; if the offense is a traffic offense, an insurance company or surety company authorized to write motor vehicle liability insurance in this state; or for the purpose of complying with a requirement under federal law or if federal law requires the disclosure as a condition of receiving federal highway funds. However, this provision does not apply to records, files, and information described that relate to an offense that is sexual in nature, as determined by the holder of the records, files, or information; or as otherwise expressly provided by Article 45.0218/45A.055 of the Code of Criminal Procedure

4. Continuing confidentiality obligation. An employee's duty to preserve confidentiality survives the employee's departure from the Court. An employee who leaves the Court has the same ongoing duty to protect confidential information that they had during their employment.

Further, the duty to protect information related to the disposition of cases, such as the substance of the Court's deliberations, persists even after an opinion or order is publicly released. Employees asked about a decision of the Court should offer no comment beyond a referral to the released opinion or order.

Finally, employees who depart from Court employment may not retain confidential materials. Employees should return or securely dispose of materials, such as in designated Court shredding bins, prior to an anticipated departure, or as soon as possible after an unanticipated departure.

5. Penalties for unauthorized disclosure: In the event of an unauthorized disclosure of confidential information, the Court will investigate the circumstances and take appropriate disciplinary action, as necessary. Potential disciplinary actions may include but are not limited to:

a) referral of the matter to the relevant law enforcement agency for investigation and prosecution. *See* Texas Government Code Section 21.013 and Texas Penal Code Section 39.06;

b) termination of employment;

c) for attorneys, referral to the State Bar of Texas or of other states for discipline and possible loss of the privilege to practice before Texas or other courts; and

d) for law students, referral to the Texas Board of Law Examiners for consideration in determining eligibility to practice law.

6. Acknowledgement. Please acknowledge your understanding and agreement to this policy by signing below.

Department: Conroe Municipal Court

Municipal Court Judge: William Waggoner

Court Administrator: Christina Roley

Date: _____

Court Staff:	_____ (print)	_____ (signature)
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

Supreme Court of Texas

Misc. Docket No. 24-9006

Final Approval of Amendments to
Texas Rule of Judicial Administration 7

ORDERED that:

1. On August 25, 2023, in Misc. Dkt. No. 23-9068, the Court preliminarily approved amendments to Texas Rule of Judicial Administration 7 and invited public comment.

2. The comment period has expired. Only minor changes to the rule have been made to include references to the business court. This Order gives final approval to the amended rule. The amendments are shown in redline against the current rule.

3. Each court must adopt a confidentiality policy, as required by Rule of Judicial Administration 7.1, by May 1, 2024. Each court must also provide that policy to current court staff members and train them on it by May 1, 2024. Courts within the same county are encouraged to collaborate to adopt a uniform confidentiality policy.

4. The Court's confidentiality policy is attached to this Order and may serve as a model. Section 2(e) has been revised as shown since it was first published in Misc. Dkt. No. 23-9068.

5. The Clerk is directed to:

   a. file a copy of this Order with the Secretary of State;

   b. cause a copy of this Order to be mailed to each registered member of the State Bar of Texas by publication in the *Texas Bar Journal*;

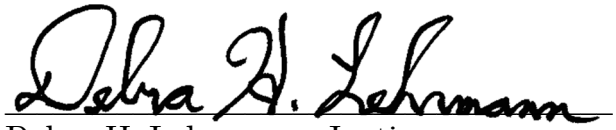
   c. send a copy of this Order to each elected member of the Legislature; and

   d. submit a copy of this Order for publication in the *Texas Register*.

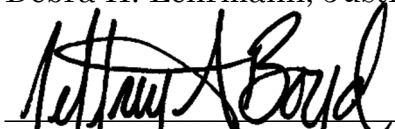
Dated: February 20, 2024.



Nathan L. Hecht, Chief Justice



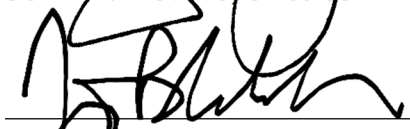
Debra H. Lehrmann, Justice



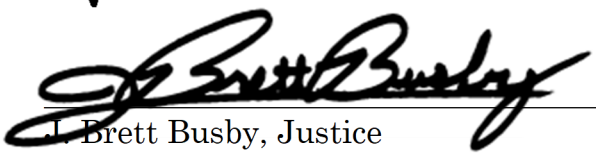
Jeffrey S. Boyd, Justice



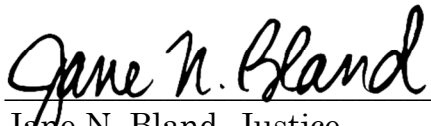
John P. Devine, Justice



James D. Blacklock, Justice



J. Brett Busby, Justice



Jane N. Bland, Justice



Rebeca A. Huddle, Justice



Evan A. Young, Justice

TEXAS RULES OF JUDICIAL ADMINISTRATION

Rule 7. Administrative Responsibilities. (Clean Version)

Rule 7.1. All Courts.

(a) *Court Confidentiality Policy Required.* A court, including an appellate, district, statutory county, business, statutory probate, constitutional county, justice, and municipal court, must adopt a policy governing court confidentiality.

(b) *Policy Contents.* The policy must:

(1) define who the policy applies to;

(2) define confidential information;

(3) impose a duty of confidentiality on all court staff that continues after employment at the court ends;

(4) address when, if ever, the disclosure of confidential information is authorized;

(5) provide the language of relevant laws, including section 21.013 of the Texas Government Code and section 39.06 of the Texas Penal Code;

(6) address negligent or accidental disclosure of confidential information;

(7) warn of potential penalties for the unauthorized disclosure of confidential information, including:

(A) referral to relevant law enforcement agencies for investigation and prosecution;

(B) termination of employment;

(C) for attorneys, referral to the State Bar of Texas for discipline;

(D) for law students, referral to the Texas Board of Law Examiners for consideration in determining eligibility to practice law in Texas; and

(8) require all court staff to acknowledge receipt of the policy in writing.

(c) *Distribution and Training Required.* The court must:

(1) for all new court staff members, provide the policy and train on it before the new staff member begins any substantive work for the court;

(2) provide the policy to all existing court staff at least biannually.

Rule 7.2. District, Statutory County, and Business Courts.

A district, statutory county, or business court judge must:

(a) diligently discharge the administrative responsibilities of the office;

(b) rule on a case within three months after the case is taken under advisement;

(c) if an election contest or a suit for the removal of a local official is filed in the judge's court, request the presiding judge to assign another judge who is not a resident of the county to dispose of the suit;

(d) on motion by either party in a disciplinary action against an attorney, request the presiding judge to assign another judge who is not a resident of the administrative region where the action is pending to dispose of the case;

(e) request the presiding judge to assign another judge of the administrative region to hear a motion relating to the recusal or disqualification of the judge from a case pending in his court; and

(f) to the extent consistent with due process, consider using methods to expedite the disposition of cases on the docket of the court, including:

(1) adherence to firm trial dates with strict continuance policies;

(2) the use of teleconferencing, videoconferencing, or other available means in lieu of personal appearance for motion hearings, pretrial conferences, scheduling, and other appropriate court proceedings;

(3) pretrial conferences to encourage settlements and to narrow trial issues;

(4) taxation of costs and imposition of other sanctions authorized by the Rules of Civil Procedure against attorneys or parties filing frivolous motions or pleadings or abusing discovery procedures; and

(5) local rules, consistently applied, to regulate docketing procedures and timely pleadings, discovery, and motions.

Rule 7. Administrative Responsibilities. (Redline)

Rule 7.1. All Courts.

(a) *Court Confidentiality Policy Required.* A court, including an appellate ~~court~~, district ~~court~~, statutory county ~~court~~, business, statutory probate ~~court~~, constitutional county ~~court~~, justice ~~court~~, and municipal court, must adopt a policy governing court confidentiality.

(b) *Policy Contents.* The policy must:

(1) define who the policy applies to;

(2) define confidential information;

(3) impose a duty of confidentiality on all court staff that continues after employment at the court ends;

(4) address when, if ever, the disclosure of confidential information is authorized;

(5) provide the language of relevant laws, including section 21.013 of the Texas Government Code and section 39.06 of the Texas Penal Code;

(6) address negligent or accidental disclosure of confidential information;

(7) warn of potential penalties for the unauthorized disclosure of confidential information, including:

(A) referral to relevant law enforcement agencies for investigation and prosecution;

(B) termination of employment;

(C) for attorneys, referral to the State Bar of Texas for discipline;

(D) for law students, referral to the Texas Board of Law Examiners for consideration in determining eligibility to practice law in Texas; and

(8) require all court staff to acknowledge receipt of the policy in writing.

(c) *Distribution and Training Required.* The court must:

(1) for all new court staff members, provide the policy and train on it before the new staff member begins any substantive work for the court;

(2) provide the policy to all existing court staff at least biannually.

Rule 7.2. District, ~~and~~ Statutory County, and Business Courts.

A district ~~court, or~~ statutory county ~~court~~, or business court judge must:

(a) diligently discharge the administrative responsibilities of the office;

(b) rule on a case within three months after the case is taken under advisement;

(c) if an election contest or a suit for the removal of a local official is filed in the judge's court, request the presiding judge to assign another judge who is not a resident of the county to dispose of the suit;

(d) on motion by either party in a disciplinary action against an attorney, request the presiding judge to assign another judge who is not a resident of the administrative region where the action is pending to dispose of the case;

(e) request the presiding judge to assign another judge of the administrative region to hear a motion relating to the recusal or disqualification of the judge from a case pending in his court; and

(f) to the extent consistent with due process, consider using methods to expedite the disposition of cases on the docket of the court, including:

(1) adherence to firm trial dates with strict continuance policies;

(2) the use of teleconferencing, videoconferencing, or other available means in lieu of personal appearance for motion hearings, pretrial conferences, scheduling, and other appropriate court proceedings;

(3) pretrial conferences to encourage settlements and to narrow trial issues;

(4) taxation of costs and imposition of other sanctions authorized by the Rules of Civil Procedure against attorneys or parties filing frivolous motions or pleadings or abusing discovery procedures; and

(5) local rules, consistently applied, to regulate docketing procedures and timely pleadings, discovery, and motions.

Supreme Court of Texas
Confidentiality Policy and Agreement

Employees of this Court occupy positions of public trust. In the course of your duties, you will encounter confidential information about the prospective disposition of cases and the inner workings of the Court.

Preserving the confidentiality of the Court's documents and private deliberations is **crucial to the Court's work**. More specifically, confidentiality furthers the ability of judges and judicial staff to communicate openly and honestly and to reach the most legally correct outcomes for litigants. Confidentiality also builds public respect for the judiciary and impresses on others the gravity of the judicial process. Any breach of confidentiality would betray not only the Court and the individuals who work here, but also the public's interest in thorough, considered justice.

Confidentiality has long been an expectation within Texas courts. Canon 3B(10) of the Texas Code of Judicial Conduct demands that judges and court staff refrain from "public comment about a pending or impending proceeding which may come before the judge's court." Canon 3B(11) of the Texas Code of Judicial Conduct provides that "[t]he discussions, votes, positions taken, and writings of appellate judges and court personnel about causes are confidences of the court and shall be revealed only through a court's judgment, a written opinion or in accordance with Supreme Court guidelines for a court approved history project."

Texas Government Code Section 21.013 creates a Class A misdemeanor criminal offense for the unauthorized disclosure of non-public judicial work product, stating "[a] person . . . with access to non-public judicial work product commits an offense if the person knowingly discloses, wholly or partly, the contents of any non-public judicial work product . . . ." Additionally, Texas Penal Code Section 39.06 criminalizes the misuse of official information by a public servant who "discloses or uses information for a nongovernmental purpose that: (1) he has access to by means of his office or employment; and (2) has not been made public", with penalties ranging from a Class C misdemeanor to a felony of the third degree.

This confidentiality policy incorporates the Canons as well as the statutory penalties of both Texas Government Code Section 21.013 and Texas Penal Code Section 39.06. This policy applies to all Court staff, including interns.

1. Protection of information. Confidential information must not be shared with persons not employed within the Court, except as provided in Section 3 below. Employees must refrain from commenting about cases that are or may come before the Court to family, friends, or acquaintances.

2. Confidential information defined. Confidential information includes:

a) drafts of opinions not yet released, internal memoranda, emails between judges or staff, and any other document not intended for public use;

b) conversations between judges or court staff about litigants or cases before, previously before, or expected to come before the Court;

c) the private views of judges or court staff concerning the disposition of cases, litigants, anticipated cases, or each other;

d) the authorship of per curiam opinions or orders, the timing of opinion or order release, and any other procedural mechanism not ordinarily public;

e) documents ~~submitted by litigants under seal~~properly filed under seal by litigants or counsel; and

f) other information, however communicated, that is not authorized to be made public.

3. Disclosures of confidential information.

a) **Intentional disclosure** of confidential information outside of the boundaries of (1) above may be met with maximum disciplinary action. See (5) below.

b) **Negligent or accidental disclosure** is an extremely serious matter that may, but will not necessarily, be met with penalties as described in (5) below. Employees who accidentally disclose confidential information have a duty to promptly report the disclosure to their supervisor, appointing authority, or human resources department so that mitigation can be attempted.

Employees are expected to exercise their discretion and judgment to minimize the risk of inadvertent disclosure. For example, employees should refrain from

communicating about sensitive matters in crowded or public spaces where others may overhear, even within the public areas of the Court. Employees should use court-issued, password-protected equipment to transmit confidential documents. Employees should be mindful of who can see their screen when working at home, on aircraft, public transit, or in public spaces. Employees should carefully keep track of and password protect electronic devices containing confidential information and immediately report any loss or theft of those devices.

c) **Authorized disclosure** occurs when the Chief Justice or a Justice who supervises the employee authorizes the employee to share work product with a specific person or organization. For example, employees may be authorized to share draft rules or administrative orders with other judicial branch entities for review and comment before they are released to the public, and the Clerk of Court may be authorized to disclose information relating to case status as part of their job duties, provided the Court's internal, confidential deliberations are not disclosed.

d) **Disclosure as necessary to report misconduct or illegal acts** is permitted. Employees may disclose confidential information when such disclosure is necessary to adequately report to an appropriate authority the misconduct or illegal acts of any person, including sexual or other forms of harassment.

4. Continuing confidentiality obligation. An employee's duty to preserve confidentiality survives the employee's departure from the Court. An employee who leaves the Court has the same ongoing duty to protect confidential information that they had during their employment.

Further, the duty to protect information related to the disposition of cases, such as the substance of the Court's deliberations, persists even after an opinion or order is publicly released. Employees asked about a decision of the Court should offer no comment beyond a referral to the released opinion or order.

Finally, employees who depart from Court employment may not retain confidential materials. Employees should return or securely dispose of materials, such as in designated Court shredding bins, prior to an anticipated departure, or as soon as possible after an unanticipated departure.

5. Penalties for unauthorized disclosure: In the event of an unauthorized disclosure of confidential information, the Court will investigate the circumstances and take appropriate disciplinary action, as necessary. Potential disciplinary actions may include but are not limited to:

a) referral of the matter to the relevant law enforcement agency for investigation and prosecution. *See* Texas Government Code Section 21.013 and Texas Penal Code Section 39.06;

b) termination of employment;

c) for attorneys, referral to the State Bar of Texas or of other states for discipline and possible loss of the privilege to practice before Texas or other courts; and

d) for law students, referral to the Texas Board of Law Examiners for consideration in determining eligibility to practice law.

6. Acknowledgement. Please acknowledge your understanding and agreement to this policy by signing below.

_____ _____

Employee's or Intern's Signature Date

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Chris Shively, Asst. Dir of Information Technology

Workshop

Item Type: Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss the Microsoft 365 Project.

Summary / Recommendation

Microsoft 365 (M365) adoption is recommended due to several driving factors. Firstly, our backend email system, Microsoft Exchange 2016, is reaching End-of-Life (EOL) by October 14, 2025, with Microsoft discontinuing support and updates. This necessitates a transition to M365, which includes Exchange Online in the cloud. Additionally, access to Microsoft Office applications through the Microsoft Cloud is crucial. Furthermore, there's a need for advanced identity and access management features provided by Microsoft Azure Active Directory. The added Security and Compliance solutions within the cost of M365 user licenses offer significant benefits. Performing this change now is imperative due to the time required for transitioning to M365 for Government. Beyond email functionality, M365 represents a technological upgrade for all Microsoft systems used by city employees. Therefore, staff recommends proceeding with the adoption of Microsoft 365 for city operations.

Fiscal Impact

Expenditure Amount: $217,925
Revenue Amount:
Account Number: 001-1130-8041
Budget Amendment Required Y/N: N
Financial Review Complete:
Financial Review Notes:
This is for the Microsoft 365 Licenses

Expenditure Amount: $204,151
Revenue Amount:
Account Number: 001-1130-8060
Budget Amendment Required Y/N: N
Financial Review Complete:
Financial Review Notes:
This is for implementation Services.

Attachments

Carahsoft M365 Contract

Office365 Migration & Evolve 365/OCM Bronze Order Form

Contract

This contract dated April 1, 2024, along with the Carahsoft's Texas DIR-CPO- 4444 contract, sets forth the scope of services and deliverables to be provided by Planet Technologies, subcontracted by Carahsoft, and the terms and conditions under which the services shall be conducted. Should conflicting terms arise between this contract and the TX DIR contract, the TX DIR contract will supersede.

Office365Migration:

Executive Summary

The City of Conroe, TX ("City") is currently running Microsoft's 2016 Exchange email platform which is currently out of mainstream support and will be out of extended support in 2025. With this deadline approaching, the City of Conroe is looking to migrate their Exchange 2016 environment and their on-premises based file shares / home drives to Microsoft 365.

This Contract includes both a Discovery and Design Phase and Enablement Phase allowing Planet to design and deploy a new Microsoft 365 tenant specific to the city's needs. This includes whiteboarding the deployment, discussing security options, configuration of Teams, SharePoint, and OneDrive, etc.

Once Planet has concluded this phase, the Enablement Phase of the project the team will begin the Migration of the on-premises environment Exchange 2016 environment to Microsoft 365. This will complete the migration of approximately 1080 mailboxes to Exchange Online, as well as Shared Mailboxes and Public Folders. In addition, Planet with migrate of up to 2 TB of Home Drive files to OneDrive for Business. Also included is Planet's standard Collaboration project which will enable SharePoint, Teams, and OneDrive for those users along with governance.

I. Purchase

This purchase is being made through a purchasing cooperative through the Department of Information Resources. Agreement is made between the City of Conroe ("City"), located in Montgomery County, Texas, as customer/buyer, and Planet Technologies, Inc. ("Planet") , through Carahsoft's DIR contract Texas DIR-CPO- 4444 , as contractor/seller.

1.1. The purchase is for services to enable Microsoft 365. When completed, Planet will have enabled the following services for the City:

1.1.1. Microsoft Entra ID Plan 2 – Multi-Factor Authentication, Conditional Access, Self Service Password Reset, Privileged Identity Management

1.1.2. Defender for Office 365 –safe links, safe attachment, threat protection.

1.1.3. Microsoft Purview Data Loss Prevention.

1.1.4. Exchange Online replacing On-Premise Exchange

1.1.5. SharePoint Online – SharePoint Online will be configured to facilitate collaborative sites across the city.

1.1.6. OneDrive For Business – 1 TB expandable up to 5 TB of cloud based personal file storage

1.1.7. Microsoft Teams –persistent chat, collaboration, document sharing, and meetings.

1.2 The contract is a fixed fee contract and will not exceed the total price in the pricing table without a written change order agreed to by both parties.

2. Scope of Work

2.1. Discovery and Design

2.1.1. Planning
Upon execution of this agreement, Planet will begin securing project resources and creating a project plan.

2.1.1.1. Planet's Project Manager will have logistics calls with the City.

2.1.1.2. The Project Manager will:

2.1.1.2.1. Schedule the project "kick-off" call.

2.1.1.1.2. Will define project schedule.

2.1.1.1.3. Conduct interviews with technical management, opinion leaders, and staff.

2.1.1.1.4. Provide a project schedule that details the tasks for the nine-week period covered in the contract.

2.2. Infrastructure

2.2.1. A Planet Architect will work with the City on discovery of the current M365 environment to identify and verify platform readiness. Planet will document the findings and any remediation required prior to migration. Planet will meet with the City to design the tenant. Once the design has been completed, Planet will create the Discovery and Design document for approval from the City.

2.2.2. Planet will conduct planning meetings with the City to discuss the migration activities, the expectations from the City's team, provide insight on how the migration will affect the end user population, expectations of the migration cutover activities, limitations of the migration, and designate which activities will be Planet responsibilities, and which activities will be the City's responsibility.

2.2.3. Planet will provide a Master Migration document that will define the in-scope objects to migrate. The Master Migration document will allow on-boarding and off-boarding of users until 1 week prior to cutover. Mailboxes that have started a migration will consume a license and cannot be reclaimed if removed.

2.2.4. Planet will also perform and document discovery of the current environment; conduct envisioning sessions for in-scope technologies and document design decisions; and migration and end-user impact planning.

2.3. Collaboration

2.3.1. Planet Technologies provides as part of this contract, Collaboration Services Enablement with the following goals in mind. Planet will work with the City's Collaboration technical resources to: [If this is limited to certain personnel, define the group of personnel this is limited to]

2.3.1.1. Educate and demonstrate capabilities and primary use cases for Office 365 collaboration services.

2.3.1.2. Map customer-defined business goals, existing processes, platforms, and challenges to the "best fit" as it relates to Office 365 collaboration services.

2.3.1.3. Establish an actionable plan for administrative control and governance related to Office 365 collaboration services.

2.3.1.4. This enablement is limited to the following Collaboration Office 365 Services (may vary based on licensing) and selected based on customer interest(s):

- SharePoint Online
- OneDrive
- Office 365 Groups
- Microsoft Teams
- Planner

2.3.2. Review Business and Technology Discovery

2.3.2.1. Planet will review the organizations business goals for the project, to include the following items which will be discussed and documented:

- Organization-specific business goals and desired outcomes for Office 365
- Technical or business-related challenges with existing platforms or processes
- Key business applications or processes integrated with, or replaced by, Office 365

2.3.3. Develop Solution Architecture Design

2.3.3.1. Planet will document key platform configuration requirements for Office 365 collaboration services. The following items will be discussed and documented:

- High-level solution architecture visual, mapping stated goals to "best fit" services
- Modernization considerations – modern Intranets, Hub sites in SharePoint Online, hybrid Teams / SharePoint, SharePoint Framework, Forms and Approval Flows, Unified Labeling, Modern Search
- Security and compliance considerations
- Administrative, user account and external user account considerations
- High-level considerations around implementing specific to meet specific stated

business objectives
- Potential remediation considerations around perceived compliance gaps with the Platform
- User licensing, account considerations, permissions, and user onboarding
- User adoption strategies and a roadmap for services adoption
- Cross-cutting configuration settings required for the tenant

2.4. Governance Planning

2.4.1. Planet will provide a high-level review of governance planning.

2.4.2. Planet will provide engineer support to assist the City with walking through the completion of a governance plan. This plan is limited to governance around the collaboration services listed previously. Based on stated desired outcomes in the planning phase, Planet may add recommended controls around Office 365 Identity, Security and Compliance services and review with the City.

2.5. Governance Template Review
Planet will provide a governance template with a high-level review of the major headings.

2.6. Enablement

2.6.1. Microsoft 365 Enrollment and Provisioning
Activities will enroll and provision Office 365 by:

- Provision accounts for objects in scope
- Office 365 Baseline Security Configuration
- Disable user application registration in Azure AD
- Disable user admin portal access in Azure AD
- Restrict Guest access
- Configure a sign-in disclaimer
- Disable users' application consent
- Disable anonymous calendar sharing
- Disable e-mail auto forwarding to external recipients
- Apply inbound message disclaimer from external recipients
- Enable mailbox auditing
- Disable legacy authentication protocols (POP, IMAP, and ActiveSync)
- Enable sensitivity labels in SharePoint and OneDrive
- Enable Azure rights management
- Enable/verify unified log ingestion

2.6.2. Azure Active Directory Connect
Planet will install and configure Azure Active Directory Connect (AADC). Azure AD Connect will synchronize on-premises users, groups, and devices to Azure AD. To accomplish this task, Planet will:

- Verify Azure AD connect best practices settings on customer-provisioned server

- Configure Azure AD Connect
- Configure organizational unit (OU) filtering
- Enable Seamless Single Sign-On (SSSO)
- Enable Password Hash Synchronization
- Enable Password write-back functionality
- Enable hybrid Exchange attribute synchronization

2.6.3. Microsoft Entra ID 2

A Planet Consultant will work with the City to deploy the~~se~~ following features based on the agreed-upon design.

- Configure up to five conditional access policies: MFA for administrators; MFA for users; Terms of Use (ToU); Risk profile mitigation; and, if required, a fifth that will be defined and agreed to by Planet and the City.
- Configure self-service password reset
- Configure group-based licensing
- Privileged Identity Management (PIM); Configure 5 Azure roles for enrollment
- Access reviews: Configure up to 5 access reviews; Overview of built-in sign-in and risk profile reports

2.6.4. Defender for Office 365

Planet will work with the City to deploy and configure Defender for Office 365 to replace the current Barracuda solution, define policies, review reporting and analysis, and provide knowledge transfer to the City's IT staff, including the following.

- Deploy protection policies based on agreed-upon design
- Anti-spam
- Anti-malware
- Anti-phishing
- Safe Attachments
- Safe Links
- Deploy SPF, DKIM and provide DNS records to City
- Deploy 1 policy per protection type (5 policies in total)
- **One (1) 2-hour knowledge transfer session** and provide an overview of the built-in reporting and analysis options

2.6.5. Data Loss Prevention (DLP) Baseline deployment

Planet will work with the City to deploy and configure Data Loss Prevention for email, SharePoint, and OneDrive, to include:

- Deploy 2 baseline DLP policies
- Deploy predefined DLP rules with sensitive information types
- ABA Routing Number

- Credit Card Number
- US/UK Passport Number
- US Bank Account Number
- US Driver License Number
- US Individual Taxpayer Identification Number (ITIN)
- US Social Security Number (SSN)
- One (1) 2-hour knowledge transfer session to City technical SME

2.6.6. Exchange Hybrid Configuration

Planet will configure Exchange hybrid coexistence to Exchange Online. The design will be based on Microsoft best-practices. There should be no impact to end-users during the build process.

- Validate current identity infrastructure including AD health and user configuration
- Validate current Exchange platform's readiness
- Run Hybrid Migration Wizard to establish hybrid connectivity from on-premises Exchange to Exchange Online
- Provide guidance on the City's dependent systems but no configuration (e.g. Multi- function copiers)

2.6.7. Collaboration Services

Planet will configure SharePoint Online, Office 365 Groups, OneDrive and Teams based upon outcomes from previous planning sessions, to include the following tasks:

- Review existing tenant configuration (as applicable)
- Draft configuration scripts (as applicable)
- **Configuration of collaboration services (including limiting services not being activated** within the City tenant)
- Guidance on applicable Group Policy objects
- Provide script for setting security admins / co-admins for OneDrive

2.7. Migration

2.7.1. Exchange Hybrid Migration – Test & Pilot Users

Planet will plan and test the Exchange Hybrid migration and validate organizational readiness through execution of up to 5 test migrations. Once test migrations and validation of the migration process is complete, Planet will migrate a group of up to 100 pilot user accounts. The following tasks will be include in this migration:

- Work with City staff to determine or create accounts for test migration
- Execute migration and test plan on pre-determined test users
- Remediate issues found after testing plan has been performed
- Migrate pilot users
- Determine if any additional end user impact is discovered through the pilot users

2.7.2. Exchange Hybrid Migration – Production Users

Planet will plan of the migration procedure for the entire user population. Migration batches will be completed during the work week after business hours.

Object Type	Total
User Mailboxes	**1080**
Shared Mailboxes	**18**
Public Folders	**Up to 20 GBs in Total**

Tasks will include determining the migration batches and the migration based on a pre-determined schedule.

2.7.3. Home Directory Migration

Planet will split migration in to two waves; the first wave will initiate migration to seed the destination OneDrive for Business and a second wave after any remediation to update the destination with any changes and new content.

Planet will utilize Microsoft Migration Manager as the migration tool to migrate all content from the Home Directories to OneDrive for Business.

Planet will provide reports that require remediation from the end user/City. Once remediated the cutover delta migration will migrate the remediated files.

The process includes:

- Initial seeding of data
- Report identifying items that require to be remediated provided to City.
- Remediation of content by end user/custome.
- City sets shares as read only, apply GPO (as applicable)
- Delta migration/cutover

Source	Content
Home Directories	**Up to 2 TB in Total**

Planet has accounted for some growth in the above table. Change in counts after the start of the project will require a change order.

Planet will accomplish the following tasks in this process:

- Migration and cutover of in-scope data listed above.

- Provide migration error reports per wave

2.7.4. Infrastructure Requirements

City will provide two (2) servers at minimum to support the installation of migration agents. These servers should be dedicated to the migration and not sharing other roles. These servers should be deployed geographically and logically close to the source data with optimized traffic to Office 365.

The server specifications below are minimums and official server specifications will be provided as part of the project. Based on business requirements additional servers may be required.

- 4 core CPU
- 16 GB RAM
- Drives
- C: 150 GB SSD
- Network: 1 Gbps
- Antivirus: exclusions of agent installation, cache locations and executable

Planet requires administrative local access to these machines to ensure successful round the clock migrations.

2.7.5. Throttling Disclaimer

Microsoft does not provide lifting or augmentation to the throttling limits in place with Office 365 collaboration offerings. Throttling is expected to occur, and Planet is not responsible for migration throughput. Throttling is most restrictive during business hours in the region where City tenant resides.

Throughout this project, Planet will provide updates on throttling and progress to project stakeholders.

3. Stabilization and Support

After all agreed upon migration of data has been completed, Planet will provide support in the following staffing levels.

After all mail migration is completed, Planet will provide a 50% dedicated senior infrastructure engineer for five (5) contiguous business days.

After all home directory migration completed, Planet will provide a 50% dedicated senior collaboration engineer for five (5) contiguous business days.

4. City Requirements

4.1. Discovery and Design

- Required City staff will be accessible throughout the project and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
- Requested privileges (based on the principle of least privilege model) will be assigned to Planet resources as needed at the time of project kick-off.

- City will have overall project management responsibility; Planet will provide a part- time project manager for its staff and deliverables as outlined in this agreement.
- City will provide resources with expertise in its data center, IT practices and procedures, and any non-Microsoft technologies that will be configured or impacted
- City has a tenant and sufficient licenses in the most recently published Microsoft Office 365 services description.
- City must provide all equipment and software necessary to complete the tasks outlined in the agreement.
- Sufficient local storage must be available to facilitate Cache mode for an individual's Microsoft Outlook mailbox profile.

4.2. Azure AD Connect

City is responsible for server OS builds, updates, and connectivity

4.3. Defender for O365

The Client's MX record is pointing to Exchange Online Protection (EOP). This is a net new deployment and no discovery or policy considerations of the current message hygiene solution have been factored into the estimation of this project.

4.4. Migration Requirements

- City will communicate and support its end users directly.
- City is responsible for backups and data recovery on the Exchange and other on-premises server platforms (such as Active Directory)
- The City will maintain a vendor support contract for the clients and servers involved in the implementation.
- The City will test non-Microsoft dependent applications for function and compatibility, and Planet will assist with remediation expertise, if possible.
- The City is responsible for supporting device reconfiguration (laptop, desktop, and mobile) after the migration.
- Planet will provide support for migration issues to The City's IT staff and act as a liaison for third-party vendors for migration issues if desired.
- Planet is responsible for migrating data and supporting The City's IT support personnel.
- ***The City*** is responsible for supporting device reconfiguration (laptop, desktop, and mobile) after the migration including the deployment of the sync client.
- City is responsible for all training, organizational change management and communications.
- Migration servers ~~will need the ability~~ must be able to communicate with all of the home drive data source locations.
- All users must be licensed, sign-in enabled for all collaboration workloads before migrations can begin.
- Planet performs nondestructive migrations. Remediation of content along with permissions changes and ultimate decommissioning of the source environment is the responsibility of the City.
- Planet is not responsible for applications, software, devices, or other objects that interact with files stored on home directories.
- Home directories being migrated are expected to not contain redirected profiles and presented as additional file storage for users.

- Files Local to machines are out of scope. Local files can be protected utilizing known folder protection as part of the next generation sync client for OneDrive.
- Because of the instability of Preview and Beta Office versions, these products are not supported in tenant-to-tenant migrations.

5.0 Not Included In This Agreement

- Deployment or configuration of Office Pro Plus Desktop City software
- Reconfiguration of Outlook profiles
- Modifications to Active Directory except those specifically listed in this agreement
- Deployment of Microsoft's Defender for Cloud Apps
- BitLocker Encryption
- Deployment, configuration, or modification to any user devices
- Creation and configuration of an SMTP relay to support City configured third-party applications and devices
- Multi-Factor Authentication for on-premises devices
- Migration of any Power BI, Power Automate, or Power Apps content
- Enablement of Teams Voice/dial-tone
- Enablement of Teams Audio-Conferencing dial-in telephone numbers
- Migration of PSTs [Define/Describe what a PST is]
- Migration of non-native Microsoft Exchange Online Archives
- Migration of mailboxes over 100GB including auto-expanded archive mailboxes are out of scope for this engagement
- Migration of email items that are 150MB or greater is out of scope for this engagement
- Support or remediation of profile redirection through group policy or other mechanisms.
- Updates to links, code, scripts, or other objects tied to the files being migrated.

6. Project Deliverables

6.1.

Phase	Deliverable
Discovery and Design	Project schedule Master Migration Document Discovery and Design Document Collaboration Governance Template
Enablement	As-built document
Migration	Data validation spreadsheet

6.2. Project Governance

6.2.1. Timeline

The expected timeline from project kickoff to completion is nine (9) weeks.

Planet will work independently during configuration.

This contract is governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the contract and the TX DIR contract, the TX DIR contract will supersede.

6.2.2. Resource Plan Estimated Allocation requirements for City Staff.

- Project Manager 30% time over the course of the project
- Infrastructure / E-mail SME 30% time over the course of the project
- Collaboration SME 30% time over the course of the project

7. Pricing

Phase	Amount
Discovery and Design	**$27,994.20**
Senior Project Lead	$8,574.80
Cloud Strategist	$18,691.90
Project Director	$727.50
Enablement	**$23,231.50**
Senior Project Lead	$6,596.00
Cloud Strategist	$15,908.00
Project Director	$727.50
Migration	**$51,036.55**
Senior Project Lead	$13,521.80
Cloud Strategist	$36,787.25
Project Director	$727.50
Stabilization and Support	**$11,979.50**
Senior Project Lead	$3,298.00
Cloud Strategist	$7,954.00
Project Director	$727.50
TOTAL	**$114,241.75**

*Includes all associated and relevant fees (e.g., Texas DIR-CPO- 4444). Please see Carahsoft quote for combined total.

8. OCM Bronze with Evolve365:

8.1. General Info

This contract is governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the SOW and the TX DIR contract, the TX DIR contract will supersede.

8.2. Deliverables

8.2.1. OCM, Evolve 365 & Training Services

Planet will provide Organizational Change Management (OCM) , Evolve 365, and end user training. The services will begin with the OCM Teams, transition to the Evolve 365 Learning Strategist, the Planet resource that will assist in deploying Evolve 365 and then to end user training.

9. Service Details

9.1. Online Learning Portal

An Evolve 365 dedicated online portal will be created and available for the City 24/7 on any web accessible browser. SSO authentication will be configured on your Evolve Portal and users will be registered on the Evolve 365 portal automatically the first time they visit the site. The Learning Strategist will customize the content displayed within the Learning Portal, based on the available content catalog. A listing of the current content catalog can be reviewed at the following website:

https://o365support.com/wp-content/uploads/2023/01/Content-Catalog.pdf

Before launching the Evolve 365 portal, the Learning Strategist will review the suggested home page layout and highlighted training with City and make any needed changes.

Changes may include:

- Highlighted subjects
- Page layout
- Spotlight training videos
- New/updated logos and images
- Other requested items

Immediately after the site has been configured and branded; the Learning Strategist will work with the City's Global 365 Administrator to configure access and provide administrative training, which will include:

- Home Page Setup & Layout
- Library Page Setup & Layout
- Learning Paths Dashboard
- Search
- Reports
- Solution Sender
- Authoring Content in Evolve 365

9.2. Learning Strategist Monthly Check-Ins

Learning Strategists will complete a check-in each month with the City team to review any upcoming learning activities, any new features being deployed and provide an overview of the current adoption of Microsoft 365 and Evolve 365. These check-ins are crucial to the success of Evolve 365 and Office Adoption and will be the delivery mechanism for the following resources:

- Proactively discuss, identify, and resolve end users' issues and concerns with training and technologies before they become bigger problems, which can help to improve City satisfaction and technology adoption.
- Information on Microsoft 365 industry developments and new products or services that may impact the City's environment.
- Provide a sounding board for City's when they are making critical business decisions that may impact their end users and the technologies, they use day to day.

9.3. Custom Learning

Planet provides customized training communications tailored to specific audiences. Learning Campaigns will be delivered as an Outlook Template (.oft) with images and hyperlinks to share in communication channels that allow attachments, links, and images. The topics for Learning Campaigns will be decided during the Strategy Syncs, coordinated with upcoming trainings, or be created as a follow up on completed webinars.

9.4. Custom Learning Webcasts

Online Webcasts covering any End User topic within Microsoft 365 are available. The webcast may be customized to include guidance specific to the City's environment but will not be custom created based on the City specific solution (i.e., webinar for a custom application or a custom business solution built in Microsoft 365).

Webcasts will be delivered once monthly. If requested, Planet will provide support for biweekly webinars during a migration or project, up to one webinar a week, however, the weekly webinar must be selected from our list of standard Microsoft 365 End User Webinars.

Webinars will be hosted in Microsoft Live Event, Microsoft Teams Webinar, Microsoft Team Meeting, GoToMeeting or GoToWebinar, based on the Citys preferred options and availability for end users.

9.5. Custom Learning Paths (Training Playlists)

Creation of customized learning playlists, which includes groups of videos put together based on a topic and designed to be played in sequence taking a user through an entire topic or lesson. Customized learning paths can be created, or custom content can be added to standard learning paths. Users can self-enroll in these trainings or be assigned training.

Examples of custom learning paths include:

- Remote Daily Briefings
- Hosting Cross Environment Meetings
- Onboarding New Recruits
- Microsoft 365 for Managers

- Getting Started with Microsoft Teams
- My First Day using Microsoft 365
- Working from Home

In addition to the training content, other items may be added to a learning path to assist users with retention such as activities or quizzes, such as:

- Activities – When added to a learning path, activities ask users to complete simple tasks based on the training topic in the related application(s). Users log the time it took to complete the activity and notes from their experience.
- Quizzes – Can include multiple choice, multi-select, or text field question types. Customizable settings for quizzes include:
    - Set a passing percentage
    - The option to retake any learning path within Evolve 365 has the capability to produce a completion certificate. These certificates can have custom signatures, making them great for mandatory or compliance training.

9.6. Adoption Reports

The Learning Strategist will prepare and provide the Monthly Adoption Reports. This report can be customized to ensure the most relevant information is shared.

Usage Metrics and Activities to Track may include:

- New users on the site
- Training Consumption
- New and Updated Training within Evolve 365
- Champion Activities (if / as applicable)
    - Champion Summit Topics
    - Train the Trainer Session & Attendance
- Learning Strategist Activities (if / as applicable)
    - Training Registration & Attendance
    - Communication
    - Learning Campaigns
    - Team Posts

9.7. Adoption, Communication & Launch Plan

Planet will provide a proposed rollout plan to assist in the deployment and adoption of Microsoft 365 (and/or related technology or application), including specific communication templates that can be used. Specific details of these templates (dates, content locations, instructions, etc.) will need to be completed by the City's deployment team. The City is responsible for following the correct internal approval process and sending the communications. All Launch Plans include the following deliverables:

- Discovery Session on Required Communications
- Documented Schedule of Proposed Communications Delivery
- Creation of Up to 8 Emails based on a technology, policy, project, or application launch.
- Assignments for Content Creation (i.e. - what information do we need from who)

- "Ready to Send" Communication Files (.oft & .doc files)

10.3. OCM Bronze

10.3.1. OCM Discovery
Planet will provide a strategy to the City to facilitate the following:

- Change impact analysis: to understand the cultural and IT environment
- Standard end-user survey: to collect the main pain points, usages, verbatim that lead to identify risks and opportunities
- Communication & Assistance workshop: to identify the most appropriate awareness and readiness options
- Recommendation workshop: to present the findings and recommendations in term of strategy

10.3.2. Deliverables
Planet will deliver the following to the City [define when and how often the deliverables will be delivered]:

- Impact analysis grid
- Survey report
- Communication plan framework (no emails, only planning)
- Recommendations and Findings report

12. Terms & Pricing
Evolve 365 is a one-year subscription service that begins on the date you authenticate users to the Portal. Any user who accesses Evolve 365 during the subscription year consumes one of the available licenses for that subscription year. At renewal, customers have the option to review their users list and remove any existing users to free up licenses going into the new subscription. During a subscription, a customer will be allowed to exceed their allotted user count by up to 500 users before they must purchase more user licenses. New users can be added to the site in groups of 500 users or upon contract renewal.

Qty	Description	Price
1000	Evolve 365 End User Adoption and Training 12 Months (minimum 101 Users) (Price is Per User)	$26,190.00
202	Evolve Consultant	$36,248.90
120	OCM Consultant	$21,534.00
36	Senior Project Lead	$5,936.40
Total		$89,909.30

*Includes all associated and relevant fees (e.g., Texas DIR-CPO- 4444). Please see Carahsoft quote for combined total.

13. Additional Terms and Conditions

13.1. **Price of Materials and Sales Tax-** Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

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

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

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

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

13.6. **Contracting Information Responsibilities -** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the Contractor on request of the City, and (3)

on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

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

13.12. **Dispute Resolution** - Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code. OR The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract. If the Contractor's claim for breach of Contract cannot be resolved informally with the City, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the City if the parties are unable to resolve their disputes as described above. Notwithstanding any other provision of the Contract to the contrary,

unless otherwise requested or approved in writing by the City, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law. (EXCEPTION: See "Dispute Resolution (Engineering, Architectural, or Construction Services)" Section 2260.004 of the Texas Government Code states the following:

> (a) Each unit of state government that enters into a contract to which this chapter applies shall include as a term of the contract a provision stating that the dispute resolution process used by the unit of state government under this chapter must be used to attempt to resolve a dispute arising under the contract.
> (b) The attorney general shall provide assistance to a unit of state government in developing the contract provision required by this section.

Supplemental text to the required clause may include specific details of the City's dispute resolution process adopted by rule.

13.13. **Energy Company Boycotts -** If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

13.14. **Entities that Boycott Israel -** If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

13.15. **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.

13,16. **Excluded Parties:** - Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control

13.17. **False Statements -** Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract

13.18 **Financial Participation Prohibited** - Contractor certifies that the individual or business

entity named in this contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

13.19. **Foreign Terrorist Organizations** - Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13.20 **Firearm Entities and Trade Associations Discrimination -** If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

13.21 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting City.

13.22. **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

13.23. **Indemnification:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. CONTRACTOR AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

13.24 **No Conflict of Interest -** Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

13.25. **Prior Disaster Relief Contract Violation** - Under Sections 2155.006 and 2261.053 of the

Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

13.26. **Public Information Act -** Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

13.27. **Signature Authority** - By submitting the Response, Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.

13.28. **City's Right to Audit -** The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

13.29. **Suspension and Debarment** - Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

13.30. **Terms and Conditions Attached to Response -** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

13.31. **Reserved.**

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

13.33. **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

13.34. **Disclosure of Interested Parties** - Contractor represents and warrants that if selected for

award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

13.35. **Discounts** - If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. City will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

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

13.37. **Force Majeure** - Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

13.38. **Immigration** - Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 *et seq.*) and all subsequent immigration laws and amendments.

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

13.40 **Legal and regulatory actions -** Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental City actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental City actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. In addition, Contractor represents and warrants that it shall notify City in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update City shall constitute breach of contract and may result in immediate termination of the contract

13.41. **Limitation on Authority** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

13.42. **Lobbying Prohibition** - Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

13.43. **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

13.44. **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

13.45. **Record Retention** - Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

13,46. **Refund** - Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by City which are not expressly authorized under the contract.

13.47. **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

13.48. **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

13,49. **Subcontractors** - Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the City. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), City is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

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

Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

13.51. **Termination for Convenience** - City may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if City terminates early. Upon termination under this provision, Contractor shall refund to City any amounts attributable to the terminated months within thirty (30) days of the termination.

13.52. **Insurance Requirements:**

NO CONTRACT WILL BE AWARDED IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Contractor shall procure and maintain, at its expense, during the term of this contract, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Worker's Compensation	- As required by Texas Law
B.	Employer's Liability	- $ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- $1,000,000 combined single limit
D.	Public Liability (Property damage)	- $1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- $ 200,000 each person
F.	Automobile Liability (Property damage)	- $ 50,000 each occurrence

The Contractor agrees to furnish insurance certificates, showing the contractor's compliance with this section if requested by the City.

13.53 **Conditions of Conduct** - At all times any agent, officer, or employee of Contractor shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Contractor.

13.54. **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

13.55 **Default** - The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

13.56. **E-Verify Program**: - Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

13.57 **Critical Infrastructure Affirmation** - Pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

13.58. **Damage to Government Property** - Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Contractor shall notify the City in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the contract.

13.59. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**
Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Carahsoft represents and warrants that it complies with the requirements of the state risk and authorization management program and Carahsoft agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

13.60. Cybersecurity Training
Carahsoft represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program

Signatures

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

Conroe, TX

_____

Name

_____

Title

_____

Signature

_____

Date

Carahsoft

_____

Name

_____

Title

_____

Signature

_____

Date

_____

Planet Technologies

_____

_____

_____

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Westley Bachmeyer
IT Infrastructure and Security Supervisor
City of Conroe TAGITM
300 West Davis Suite #200
Attn: Purchasing Warehouse - Dean Towery Svc Cntr
Conroe, TX 77301 United States

EMAIL: wbachmeyer@cityofconroe.org

PHONE: (936) 522-3487

FROM: Annie Crosson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Annie.Crosson@carahsoft.com

PHONE: (571) 591-6298

TERMS:
DIR Contract No. DIR-CPO-4444
Expiration Date: January 23, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	43929757
QUOTE DATE:	03/15/2024
QUOTE EXPIRES:	04/14/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$204,151.05
TOTAL QUOTE:	$204,151.05

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	-	QTY	EXTENDED PRICE
1	PTI-SPL-01-754	Senior Project Lead, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01	$164.90	TX DIR	52	$8,574.80
2	PTI-CS-01-754	Cloud Strategist, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01	$198.85	TX DIR	94	$18,691.90
3	PTI-PD-01-754	Project Director, Phase 1 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01	$145.50	TX DIR	5	$727.50
4	PTI-SPL-01-754	Senior Project Lead, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01	$164.90	TX DIR	40	$6,596.00

5	PTI-CS-01-754	Cloud Strategist, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01	$198.85	TX DIR	80	$15,908.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
6	PTI-PD-01-754	Project Director, Phase 2 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50
7	PTI-SPL-01-754	Senior Project Lead, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	82	$13,521.80
8	PTI-CS-01-754	Cloud Strategist, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01		$198.85	TX DIR	185	$36,787.25
9	PTI-PD-01-754	Project Director, Phase 3 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50
10	PTI-SPL-01-754	Senior Project Lead, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	20	$3,298.00
11	PTI-CS-01-754	Cloud Strategist, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-CS-01		$198.85	TX DIR	40	$7,954.00
12	PTI-PD-01-754	Project Director, Phase 4 Office 365 Migration Planet Technologies, Inc. - PTI-PD-01		$145.50	TX DIR	5	$727.50

QUOTE DATE: 03/15/2024
QUOTE NO: 43929757

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

13	PTI-EEUATMUPPU-01-12	Evolve 365 End User Adoption and Training 12 Months (minimum 101 Users) (Price is Per User) OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-EEUATMUPPU-01-12	$26.1900	TX DIR	1,000	$26,190.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
14	PTI-C-01-754	Consultant Evolve Consultant; OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-C-01		$179.4500	TX DIR	202	$36,248.90
15	PTI-C-01-754	Consultant OCM Consultant; OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-C-01		$179.45	TX DIR	120	$21,534.00
16	PTI-SPL-01-754	Senior Project Lead OCM Bronze with Evolve 365 Planet Technologies, Inc. - PTI-SPL-01		$164.90	TX DIR	36	$5,936.40

SUBTOTAL:	$204,151.05
TOTAL PRICE:	**$204,151.05**
TOTAL QUOTE:	**$204,151.05**

***Quote is pending contract updates. Planet Technologies is available via TX DIR CPO 4444 under the name Go Planet.**

****This quote and the accompanying SOW are governed by the TX DIR-CPO-4444 contract. Should conflicting terms arise between the SOW and the TX DIR contract, the TX DIR contract will supersede.**

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Karen Scott, Accountant

Workshop

Item Type: Other

C. Boothe

Joint Meeting: No Joint Meeting

Description

Discuss the Longmire Creek Estates Phase 2 (FINAL) Payment to Signorelli Holdings (SIG-LONGMIRE, LLC) of $1,492,865.05.

Summary/Recommendation

In 2010, the City Council approved an agreement with Signorelli Holdings (SIG-LONGMIRE, LLC) regarding the Longmire Creek Estates subdivision. In summary, once the subdivision's certified assessed valuation equals or exceeds 10 times the amount of eligible costs, the City is obligated to pay for the water, drainage, dry utilities, and roadway infrastructure as a reimbursement to the developer. A Public Improvement District (PID) was created to collect revenue from residents in the subdivision to offset the City's cost of this obligation. Total cost incurred with interest eligible for reimbursement as of this date is $2,563,772.24. On July 11, 2018, the subdivision met the valuation requirement and was paid $1,070,907 for Phase 1 and the City utilized available PID funds of $98,184 and financed the balance of $972,723 with the issuance of 2018A CO bonds funds. The 2018A CO bonds include the amount of $1,525,000 allocated for the David Memorial Drive Project. These funds can be used toward the Longmire Creek Estates subdivision's final developer payment or as an alternative, bonds could be issued as a part of the FY 2025 CIP to fund this project. The PID revenues are continuing to reimburse the city for the bond payments. At this time, the developer, SIG-LONGMIRE, LLC, is requesting their Phase 2 (FINAL) payment of $1,492,865.05 as the subdivision has the certified assessed valuation of $25,624,900.00. An auditor has reviewed the supporting documentation (including checks, invoices and contract documents) provided by the developer, and they did not report any adverse findings.

1. Is the request necessary?

Yes

2. Why was the item not budgeted in the normal budget process?

Montgomery County Certified Valuations have reached 10 times the amount of eligible costs for the developer to request a final payment.

3. Why can a transfer not be made within the department?

Monies are available in the 2018 A Certified Obligation Fund but not budgeted in current fiscal year.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $1,492,865.05	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	$1,492,865.05					
Total	**$1,492,865.05**					**$1,492,865.05**
Net Impact	**($1,492,865.05)**					**($1,492,865.05)**

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:	$1,492,865.05
Revenue Amount:	
Account Number:	601-
Budget Amendment Required Y/N:	Y
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

Longmire Creek Estates- Audit Report
Longmire Creek Estates- Release
Longmire Creek Estates

CITY OF CONROE, TEXAS

Independent Accountant's Report on Application of

Agreed-Upon Procedures of Costs Reimbursable to

Sig - Longmire, LLC from

Available City Resources

As of April 25, 2024

McGrath & Co., PLLC
Certified Public Accountants
2900 North Loop West, Suite 880
Houston, Texas 77092
713-493-2620

Independent Accountant's Report on Applying Agreed-Upon Procedures

Mr. Collin Boothe
Director of Finance/Assistant City Manager
City of Conroe, Texas
Montgomery County, Texas

We have performed the procedures enumerated below on amounts reimbursable to Sig - Longmire, LLC (the "Developer") from available City resources for certain Longmore Creek Estates subdivision capital improvement costs. The City of Conroe (the "City") is responsible for amounts reimbursable to the Developer.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of providing users with information on the distribution of available City resources to the Developer. These procedures are required by the Supplemental Development and Municipal Services Agreement between the City and the Developer (the "Development Agreement"). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and any associated findings are as follows:

1. We confirmed that the amounts reimbursable to the Developer are eligible for reimbursement in accordance with the Development Agreement.

2. We confirmed that amounts to be reimbursed to the Developer have not been previously reimbursed by the City.

3. Information pertaining to the costs paid by the Developer was obtained from the City and the Developer. We inspected copies of invoices and proof of payment supporting amounts to be reimbursed to the Developer to ensure all amounts to be reimbursed have been paid by the Developer. Our findings are summarized in the attached Schedule A.

4. We recalculated interest on costs reimbursable at 3.6425%, the preceding thirty-day period average of the 20-Bond Index, at a maximum of four years, in accordance with Section 5.01 of the Development Agreement. Our findings are summarized in the attached Schedule A.

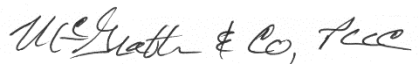
We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on amounts

reimbursable to the Developer. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



Houston, Texas
April 11, 2024

SCHEDULE A

CITY OF CONROE, TEXAS

RECAPITULATION OF AMOUNTS TO BE PAID TO

SIG - LONGMIRE, LLC

FROM AVAILABLE CITY RESOURCES

As of April 25, 2024

Payee	% Complete Completion Date	Eligible Costs Sig - Longmire, LLC Total Cost Incurred	Interest at 3.6425%
Beyer Construction, LLC			
Construction of water, drainage, and paving facilities to serve Longmire Creek Estates Section 2	100% 10/20/2014	$ 1,135,079.71	
Less amount not paid (settlement)		(80,922.25)	
		1,054,157.46	$ 153,590.74
Bleyl & Associates			
Longmire Creek Estates Section 2 engineering		75,716.42	11,031.88
Entergy			
Longmire Creek Estates Section 2 electrical		64,397.79	9,382.76
North Houston Pole Line			
Longmire Creek Estates Section 2 electrical		88,019.00	12,824.37
Storm Water Solutions, LP			
Longmire Creek Estates Section 2 storm water compliance		20,725.00	3,019.63
Subtotals		1,303,015.67	189,849.38
TOTAL TO BE REIMBURSED TO SIG - LONGMIRE, LLC FROM AVAILABLE CITY RESOURCES			**$ 1,492,865.05**

ACKNOWLEDGMMENT AND RECEIPT

The CITY OF CONROE, TEXAS (hereinafter, together with its lawful successors and assigns, the "City"), a home rule municipality situated in Montgomery County, Texas and operating pursuant to its home rule charter and the Constitution and laws of the State of Texas, and SIG-LONGMIRE, LLC, a Texas limited liability company (hereinafter, together with its lawful successors and assigns, but not including its successors and assigns to ownership in or title to real property pursuant to a sale of such property, "Sig-Longmire") entered into that certain SUPPLEMENTAL DEVELOPMENT AND MUNICIPAL SERVICES AGREEMENT (the "Agreement") as of December 9, 2010 related to the development of, and provision of certain municipal services to, an approximately 80.104 acre tract of land (the "Property"); and

Sig-Longmire petition the City for the annexation of the Property into the City's corporate limits and the City has annexed the Property into the City's corporate limits, all in accordance with the terms of the Agreement; and

Sig-Longmire has developed the Property into a large lot, single-family residential subdivision known as Longmire Creek Estates; and

Sig-Longmire previously advanced funds for the design and construction of public water facilities, storm water drainage and detention facilities, roads, and other related facilities to serve Longmire Creek, Section 1 (the "Section 1 Facilities") and Longmire Creek, Section 2 (the "Section 2 Facilities"); and

The City has accepted the Section 1 Facilities and the Section 2 Facilities in accordance with the terms of the Agreement; and

The City is providing municipal services to Longmire Creek Estates in accordance with the terms of the Agreement; and

Pursuant to the terms of the Agreement, the City has previously reimbursed Sig-Longmire $1,070,907 for the cost of the design and construction of the Section 1 Facilities as outlined in that certain Independent Accountant's Report on Application of Agreed-Upon Procedures of Amounts Reimbursable to Developer from Available City Resources dated June 26, 2018; and

Sig-Longmire has satisfied the requirements of the Agreement in order to be reimbursed by the City for the cost of the design and construction of the Section 2 Facilities as outlined in that certain Independent Accountant's Report on Application of Agreed-Upon Procedures of Amounts Reimbursable to Developer from Available City Resources dated April 25, 2024, attached hereto (the "Report"); and

The City currently has adequate funds available for the purpose of reimbursing Sig-Longmire for the Section 2 Facilities as outlined in the Report, the final reimbursement due to Sig-Longmire under the Agreement;

NOW, THEREFORE, SIG-LONGMIRE (1) acknowledges the receipt of the sum of $1,492,865 for the Section 2 Facilities as outlined in the Report, in full and final payment of funds advanced pursuant to the Agreement; (2) releases any and all liens and claims associated therewith; and (3) conveys to the City any remaining rights, title and interests in the facilities constructed. The City is entitled to rely on this Acknowledgment and Receipt.

Sig-Longmire represents and warrants that it is the proper party to whom the payment for the matters reimbursed herein should be paid by the City and that there are no other parties that could claim a right to payment of the reimbursement.

IN CONSIDERATION OF THE PAYMENT OF $1.00 TO SIG-LONGMIRE BY THE CITY AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND IN LIGHT OF PRDI'S WARRANTY THAT IT IS THE PROPER PARTY TO RECEIVE THE REIMBURSEMENT PAYMENT DESCRIBED HEREIN, SIG-LONGMIRE HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, OR LAWSUITS ASSERTED BY ANY PARTY, OR ANY SUCH PARTY'S SUCCESSOR IN INTEREST OR ASSIGNEE, REGARDING THE DISTRICT'S REIMBURSEMENT TO SIG-LONGMIRE DESCRIBED HEREIN. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT RUNNING IN FAVOR OF THE CITY IS SPECIFICALLY INTENDED TO COVER ALL COSTS TO THE CITY OF ANY FUTURE LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, OTHER DEFENSE COSTS, AND THE COSTS OF ENFORCING THE INDEMNITY.

Sig-Longmire further acknowledges that upon Sig-Longmire's receipt of the reimbursement for the Section 2 Facilities from the City as described herein, all of the transactions contemplated in the Agreement will have been consummated and no further amounts are due from the City to Sig-Longmire under the Agreement.

[EXECUTION PAGE FOLLOWS]

EFFECTIVE as of April 25, 2024

SIG-LONGMIRE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

CITY OF CONROE, TEXAS

Independent Accountant's Report on Application of

Agreed-Upon Procedures of Costs Reimbursable to

Sig - Longmire, LLC from

Available City Resources

As of April 25, 2024

McGrath & Co., PLLC
Certified Public Accountants
2900 North Loop West, Suite 880
Houston, Texas 77092
713-493-2620

Independent Accountant's Report on Applying Agreed-Upon Procedures

Mr. Collin Boothe
Director of Finance/Assistant City Manager
City of Conroe, Texas
Montgomery County, Texas

We have performed the procedures enumerated below on amounts reimbursable to Sig - Longmire, LLC (the "Developer") from available City resources for certain Longmore Creek Estates subdivision capital improvement costs. The City of Conroe (the "City") is responsible for amounts reimbursable to the Developer.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of providing users with information on the distribution of available City resources to the Developer. These procedures are required by the Supplemental Development and Municipal Services Agreement between the City and the Developer (the "Development Agreement"). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and any associated findings are as follows:

1. We confirmed that the amounts reimbursable to the Developer are eligible for reimbursement in accordance with the Development Agreement.

2. We confirmed that amounts to be reimbursed to the Developer have not been previously reimbursed by the City.

3. Information pertaining to the costs paid by the Developer was obtained from the City and the Developer. We inspected copies of invoices and proof of payment supporting amounts to be reimbursed to the Developer to ensure all amounts to be reimbursed have been paid by the Developer. Our findings are summarized in the attached Schedule A.

4. We recalculated interest on costs reimbursable at 3.6425%, the preceding thirty-day period average of the 20-Bond Index, at a maximum of four years, in accordance with Section 5.01 of the Development Agreement. Our findings are summarized in the attached Schedule A.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on amounts

reimbursable to the Developer. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

McGrath & Co, PLLC

Houston, Texas
April 11, 2024

SCHEDULE A

CITY OF CONROE, TEXAS

RECAPITULATION OF AMOUNTS TO BE PAID TO

SIG - LONGMIRE, LLC

FROM AVAILABLE CITY RESOURCES

As of April 25, 2024

Payee	Eligible Costs Sig - Longmire, LLC % Complete Completion Date	Total Cost Incurred	Interest at 3.6425%
Beyer Construction, LLC			
Construction of water, drainage, and paving facilities to serve Longmire Creek Estates Section 2	100% 10/20/2014	$ 1,135,079.71	
Less amount not paid (settlement)		(80,922.25)	
		1,054,157.46	$ 153,590.74
Bleyl & Associates			
Longmire Creek Estates Section 2 engineering		75,716.42	11,031.88
Entergy			
Longmire Creek Estates Section 2 electrical		64,397.79	9,382.76
North Houston Pole Line			
Longmire Creek Estates Section 2 electrical		88,019.00	12,824.37
Storm Water Solutions, LP			
Longmire Creek Estates Section 2 storm water compliance		20,725.00	3,019.63
Subtotals		1,303,015.67	189,849.38
TOTAL TO BE REIMBURSED TO SIG - LONGMIRE, LLC FROM AVAILABLE CITY RESOURCES			**$ 1,492,865.05**

Purchase Order Invoice Tabulation
FY 23-24

Vendor Info: SIG-LONGMIRE,LLC
REQUISTION#: 1400 Woodloch Forest Dr, Ste 200
The Woodlands, TX 77380

Vendor No. **06830**
Council Approval:

Project/Description: Longmire Creek Estate Phase 2 payment

Purchase Order Number: 24-

Purchase Order Amount: $ 1,492,865.05

Date	Invoice #	Amount
4/1/2024	Longmire Creek Estates Phase 2-FINAL Payment	$ 1,492,865.05
		$ -

Total Spent: $ 1,492,865.05

Remaining Purchase Order Balance: $ -

Percentage of Contract Paid: 100%

Assistant Director of Finance and Administration

Assistant City Administrator & Chief Financial Officer

City of Conroe

Accounts Payable
Special Payment Form

CITY OF CONROE
Est. 1904

PO Box 3066
Conroe, TX 77305

Date:	4/11/2024	**Vendor #:**	06830	**INCODE ID/Invoice#:**	Longmire Creek Estate- Pymt #2
Vendor Name:	SIG LONGMIRE, LLC				

Address:	1400 Woodloch Forest Drive, Suite 200 The Woodlands, TX 77380-

Dept #	Acct #	Description	Price
601-8060	9030	Longmire Creek Estate Payment per 2010 Agreement -Phase 2	$1,492,865.05
		"20-Bond Index" Interest Rate was 3.6675% and currently	
		is 3.6425%.	
		Total Payment/Reimbursement	**$1,492,865.05**

Comments / Special Instructions:

Karen Scott
Submitted by Signature

4/11/2024
Date

** CITY OF CONROE IS EXEMPT FROM STATE SALES AND USE TAX **

This form is used when requesting payment or reimbursement items that do not have a standard invoice. Examples of special payments include: Mileage, Registratiion, Reimbursements to City employee, Sam's receipts, Filing Fees, and Contracts

PLEASE ATTACH SUPPORT DOCUMENTATION

Longmire Creek Estates, Section 2
Payment #2 Analysis

Mar-24

	TOTAL ALL Phases TOTAL	**Phase 1 @06/26/2018** Payment #1	**Phase 2 @04/25/24** Payment # 2 Request
Actual Cost Incurred	2,230,609.67	927,594.00	1,303,015.67
Interest ('20- Bond Index')	333,162.57	143,313.19	189,849.38
Esimated total Eligible Cost	**2,563,772.24**	1,070,907.19	1,492,865.05
10x Valuation	**25,637,722.40**	**10,709,071.90**	**14,928,650.50**
Taxable Value (Section 1&2) Adjusted per MCAD	**25,642,900.00**	**10,709,071.90**	**14,933,828.10**
Phase 2 Value - Added Net Taxable Vaue for Payment #2			14,933,828.10
Estimate eligible Reimbursement of Cost & Interest (10% of 2022 Taxable Value net of payment #1) Section 1 & 2			**1,493,382.81**
Actual Eligible Reimbursement of Cost & Interest			**1,492,865.05**
MUNICIPAL AVERAGE RATE IN THE '20-Bond index' PUBLISHED BY THE Daily Bond Buyer during the 30 days perceding payment		**3.8625%**	**3.6425%**

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

Workshop

Item Type: Presentation

C. Boothe

Joint Meeting: No Joint Meeting

Description
Discuss a Resolution Authorizing the Grant Application for the Department of Energy's (EECBG) Energy Efficiency and Conservation Block Grant and Designating an Authorized Official and Representative.

Summary/Recommendation
Discuss A Resolution Authorizing the Grant Application for the Department of Energy's (EECBG) Energy Efficiency and Conservation Block Grant and Designate Assistant Director of Finance as the City's Authorized Representative to act in all matters in connection with the application and participation with the grant. The resolution is necessary to streamline the application process.

1. Is the request necessary?
Yes this is a grant opportunity.

2. Why was the item not budgeted in the normal budget process?
The grant information was not available during the normal budget processs.

3. Why can a transfer not be made within the department?
This is a grant opportunity not budgeted.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $145,460
Bond Proceeds: $	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$145,460					$145,460
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual	145,460					145,460
Capital						
Total	**$145,460**	**$**	**$**	**$**	**$**	**$145,460**
Net Impact	**$0**	**$**	**$**	**$**	**$**	**$0**

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

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

Fiscal Impact

Expenditure Amount: $145,460
Revenue Amount: $145,460
Account Number: TBD

Budget Amendment Required Y/N: Y
Financial Review Complete: CS
Financial Review Notes:

Grant Coding to be determined later.

Attachments

Cert of Res EECBG 2024
Resolution EECBG 2024
Allocation EECBG 2024
EECBG Application

CERTIFICATE FOR RESOLUTION

I.

On the _____ of April, 2024, 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, Howard Wood, Marsha Porter, and Harry Hardman did convene in public session in the Council Chamber of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF ENERGY (DOE) FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) IN BEHALF OF THE CITY OF CONROE, TEXAS

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 _____, 2024

_____
SAMI H. QUINLAN,
Acting City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF ENERGY (DOE) FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) ON BEHALF OF THE CITY OF CONROE, TEXAS.

* * * * * * * * * * * * *

WHEREAS, The City of Conroe seeks to manage financial resources in a prudent manner; and

WHEREAS, The City of Conroe's Facilities Division has discovered and wishes to apply, through the Finance Department, for the Department of Energy's Energy Efficiency and Conservation Block Grant; and

WHEREAS, The City of Conroe finds that it is in the best interest of the citizens of Conroe to apply for the Department of Energy's EECBG Grant, to be operated for fiscal year 2024-2025; and

WHEREAS, The City of Conroe agrees that in the event of loss or misuse of DOE funds, in compliance with DOE demands, The City of Conroe assures the funds will be returned to the DOE in full, and

WHEREAS, The City of Conroe designates the Cassie Smith, Assistant Director of Finance, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Conroe.

NOW THEREFORE, BE IT RESOLVED that the City of Conroe approves the submission of the grant application for the Energy Efficiency and Conservation Grant in year 2024-2025 years to the Department of Energy.

Section 1. All of the matters and facts set out in the preamble hereof are true and correct.

Section 2. City Council designates the Assistant Director of Finance as the City's authorized official with the power to apply for, accept, reject, alter or terminate the Grant on behalf of the City's participation with the EECBG Grant.

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

PASSED AND APPROVED this the _____ day of _____, 2024

_____

JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____

MICHAEL GARNER, Interim City Attorney

ATTEST:

_____

SAMI H. QUINLAN, Acting City Secretary

Governments

Listed Alphabetically by StateTable 1a. Final EECBG Program Formula Grant Funding Allocations to Local Governments Listed Alphabetically by State

State / Territory	Entity Name	Level of Government	Allocation	PAIS Submitted?
TX	Garland	City	$251,490.00	No
TX	Pasadena	City	$191,680.00	No
TX	McAllen	City	$190,200.00	No
TX	Round Rock	City	$169,320.00	No
TX	College Station	City	$167,660.00	No
TX	League City	City	$155,210.00	No
TX	**Conroe**	**City**	**$145,460.00**	**No**
TX	Baytown	City	$140,370.00	No
TX	Georgetown	City	$128,440.00	No
TX	Pflugerville	City	$120,850.00	No
TX	Leander	City	$116,720.00	No
TX	Huntsville	City	$76,640.00	No
TX	Coppell	City	$76,610.00	No
TX	Haltom City	City	$76,540.00	No
TX	Keller	City	$76,540.00	No
TX	Kyle	City	$76,480.00	No
TX	Schertz	City	$76,400.00	No
TX	Rosenberg	City	$76,330.00	No
TX	La Porte	City	$76,250.00	No
TX	Midlothian	City	$76,150.00	No
TX	Hidalgo	County	$357,000.00	No
TX	Brazoria	County	$268,260.00	No
TX	Williamson	County	$235,100.00	No
TX	Collin	County	$219,010.00	No
TX	Houston	City	$2,006,020.00	Yes
TX	San Antonio	City	$1,220,460.00	Yes
TX	Dallas	City	$1,132,070.00	Yes
TX	Austin	City	$855,340.00	Yes
TX	Fort Worth	City	$785,490.00	Yes
TX	El Paso	City	$595,490.00	Yes
TX	Arlington	City	$369,400.00	Yes
TX	Corpus Christi	City	$322,260.00	Yes
TX	Plano	City	$307,870.00	Yes
TX	Irving	City	$284,550.00	Yes
TX	Lubbock	City	$274,430.00	Yes
TX	Laredo	City	$271,290.00	Yes
TX	Amarillo	City	$227,860.00	Yes
TX	Frisco	City	$224,480.00	Yes
TX	Grand Prairie	City	$220,600.00	Yes

TX	McKinney	City	$219,230.00	Yes
TX	Brownsville	City	$217,400.00	Yes
TX	Waco	City	$187,120.00	Yes
TX	Killeen	City	$184,930.00	Yes
TX	Mesquite	City	$182,880.00	Yes
TX	Denton	City	$182,710.00	Yes
TX	Midland	City	$180,140.00	Yes
TX	Richardson	City	$177,400.00	Yes
TX	Carrollton	City	$177,310.00	Yes
TX	Abilene	City	$172,590.00	Yes
TX	Beaumont	City	$168,420.00	Yes
TX	Odessa	City	$165,070.00	Yes
TX	Pearland	City	$164,610.00	Yes
TX	Sugar Land	City	$164,210.00	Yes
TX	Tyler	City	$162,770.00	Yes
TX	Lewisville	City	$158,370.00	Yes
TX	Wichita Falls	City	$155,820.00	Yes
TX	Edinburg	City	$153,020.00	Yes
TX	San Angelo	City	$151,890.00	Yes
TX	Allen	City	$151,800.00	Yes
TX	New Braunfels	City	$143,530.00	Yes
TX	Longview	City	$141,720.00	Yes
TX	Bryan	City	$140,860.00	Yes
TX	Mission	City	$140,450.00	Yes
TX	Temple	City	$140,420.00	Yes
TX	Pharr	City	$135,910.00	Yes
TX	Cedar Park	City	$132,620.00	Yes
TX	Harlingen	City	$132,290.00	Yes
TX	Flower Mound, Town of	City	$132,150.00	Yes
TX	Mansfield	City	$129,070.00	Yes
TX	Missouri City	City	$128,070.00	Yes
TX	San Marcos	City	$127,080.00	Yes
TX	Victoria	City	$126,590.00	Yes
TX	North Richland Hills	City	$125,800.00	Yes
TX	Grapevine	City	$122,650.00	Yes
TX	Rowlett	City	$119,050.00	Yes
TX	Galveston	City	$118,860.00	Yes
TX	Port Arthur	City	$118,760.00	Yes
TX	Euless	City	$117,300.00	Yes
TX	DeSoto	City	$114,690.00	Yes
TX	Texas City	City	$114,390.00	Yes
TX	Wylie	City	$114,380.00	Yes
TX	Bedford	City	$76,680.00	Yes
TX	Rockwall	City	$76,650.00	Yes
TX	Burleson	City	$76,610.00	Yes

TX	Cedar Hill	City	$76,610.00	Yes
TX	Sherman	City	$76,610.00	Yes
TX	Farmers Branch	City	$76,570.00	Yes
TX	Little Elm	City	$76,480.00	Yes
TX	Weslaco	City	$76,470.00	Yes
TX	Texarkana	City	$76,440.00	Yes
TX	Waxahachie	City	$76,430.00	Yes
TX	Hurst	City	$76,390.00	Yes
TX	The Colony	City	$76,380.00	Yes
TX	Lancaster	City	$76,350.00	Yes
TX	Duncanville	City	$76,340.00	Yes
TX	Friendswood	City	$76,330.00	Yes
TX	Copperas Cove	City	$76,170.00	Yes
TX	San Juan	City	$76,170.00	Yes
TX	Harris	County	$1,636,340.00	Yes
TX	Bexar	County	$464,940.00	Yes
TX	Montgomery	County	$457,580.00	Yes
TX	Fort Bend	County	$456,500.00	Yes
TX	Tarrant	County	$306,040.00	Yes
TX	Travis	County	$293,610.00	Yes
TX	Denton	County	$251,160.00	Yes

EECBG PROGRAM PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit this form to the EECBG Program Inbox: ***eecbg@hq.doe.gov***.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:		Award Number:	
UEI:		DUNS (if applicable):	
Business Officer:		BO Phone Number/Email:	
Principal Investigator (PI):		PI Phone Number/Email:	

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☐ Local Government
- ☐ Tribal Government
- ☐ State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	
City:	
State:	
Zip:	
Congressional District(s):	

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) [response to this question is non-binding]

- ☐ Voucher for Technical Assistance
- ☐ Voucher for Equipment Rebate
- ☐ Voucher for both Technical Assistance and Equipment Rebate
- ☐ Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals[1] under investigation for or charged with a covered offense[2]?

☐ Yes

☐ No

b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?

☐ Yes

☐ No

c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?

☐ Yes

☐ No

d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?

☐ Yes

☐ No

e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?

☐ Yes

☐ No

f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

---

1 For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

2 For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

☐ Yes

☐ No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

☐ Yes

☐ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

☐ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

C. **Organizational Conflicts of Interest**[3]. The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

☐ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

1) ASAP Number:
2) ASAP/Payments Contact Person:
3) The preferred payment method is:

3 Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☐ Yes ☐ No

   If Yes:

   Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☐ Yes ☐ No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☐ Yes ☐ No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☐ Yes ☐ No

   If Yes to either 2a. or 2b.:

   a. A copy of the audit is attached to this form. ☐ Yes ☐ No

   b. An electronic copy of the audit was provided with application package. ☐ Yes ☐ No

   An electronic copy of the audit can be found at _____

   If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards.
Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.
(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency:
Point of Contact:
Phone/Email:

4b. DCAA Contact Information:

DCAA Office:
Point of Contact:
Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY *(Grant recipients only)*

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	☐	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☐	☐	☐
b. Identification and accumulation of direct costs by project.	☐	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	☐	☐	☐
d. Accumulation of costs under general ledger control.	☐	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	☐	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☐	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☐	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☐	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☐	☐	☐
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☐	☐	☐
4. Is the Accounting System currently in full operation?	☐	☐	☐

SECTION 7: REPRESENTATION/CERTIFICATION *(Grant recipients only)*

Certification of the information is required by the organization's authorized representative

☐ I certify that I have registered in the System for Award Management (SAM).

☐ I certify that I have registered in FedConnect.net in order to receive award documentation.

☐ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

☐ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.

☐ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.

☐ I certify the Recipient:

(1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;

(2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;

(3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;

(4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and

(5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title: _____

Signature of Authorized Official: _____

Date: _____

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title: _____

Signature of Principal Investigator: _____

Date: _____

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following **ANNUAL** responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s)**.

2. Due Date: 180 days after the Recipient's fiscal year end.

3. For an example of the ICE Model, please visit https://www.dcaa.mil. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:
http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5

For-Profits: 2 CFR 910, Section F located at:
http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5

Below are excerpts from Section F.

Audit requirements.

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.

(b) *Single* audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of $750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with $750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.

(c) Program-specific audit election. *(Not applicable to For-Profits).* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Michael Monteilh, Financial Manager

Workshop

Item Type: Presentation

Item Type: Presentation
C. Boothe
Joint Meeting: No Joint Meeting

Description
Discuss the FY 23-24 2nd Quarter Investment Report.

Summary / Recommendation
Presentation of the FY 23-24 2nd Quarter Investment Report.

Attachments
FY 23-24 2nd Quarter Investment Report

City of Conroe | Texas
QUARTERLY INVESTMENT REPORT
January 1, 2024 - March 31, 2024

COMPLIANCE | This report was prepared by the City of Conroe in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: “Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period.” This report is signed by the City's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complies with the PFIA and the City of Conroe approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Quarterly Investment Income - $5,256,022.36
Accrued Interest - $331,638.42

Security Sector	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Local Government Investment Pool	370,325,078.58	370,325,078.58	370,325,078.58	88.98	5.36	1
Municipal	3,110,000.00	3,094,432.50	3,135,214.40	0.75	2.44	90
US Agency	20,550,000.00	20,430,978.97	20,550,000.00	4.94	3.64	363
US Treasury	23,000,000.00	22,550,104.15	22,167,926.58	5.33	4.33	272
Total / Average	**416,985,078.58**	**416,400,594.20**	**416,178,219.56**	**100.00**	**5.20**	**34**

Collin Boothe 4/15/24
Collin Boothe, Asst. City Administrator/Director of Finance Date

Cassie Smith 4/15/24
Cassie Smith, Asst. Director of Finance Date

Michael Monteilh 4/15/24
Michael Monteilh, Finance Manager Date

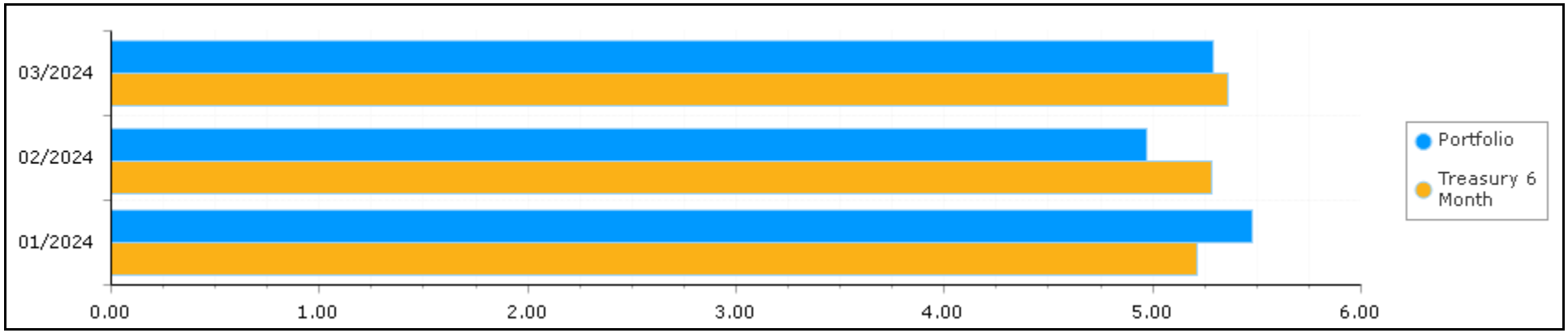
Tyler Martin 4/15/24
Tyler Martin, Financial Analyst Date

City of Conroe | TX
Total Rate of Return - Book Value by Month
All Portfolios

Begin Date: 1/31/2024, End Date: 3/31/2024

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2024	358,938,830.06	1,687,844.71	0.00	1,687,844.71	378,833,227.49	0.45	5.48	5.21
2/29/2024	388,541,737.27	1,753,383.79	0.00	1,753,383.79	433,138,344.05	0.40	4.97	5.28
3/31/2024	420,256,176.62	1,814,793.86	0.00	1,814,793.86	421,814,023.31	0.43	5.29	5.36
Total/Average	**358,938,830.06**	**5,256,022.36**	**0.00**	**5,256,022.36**	**409,219,517.81**	**1.28**	**5.24**	**5.28**

Annualized TRR-BV

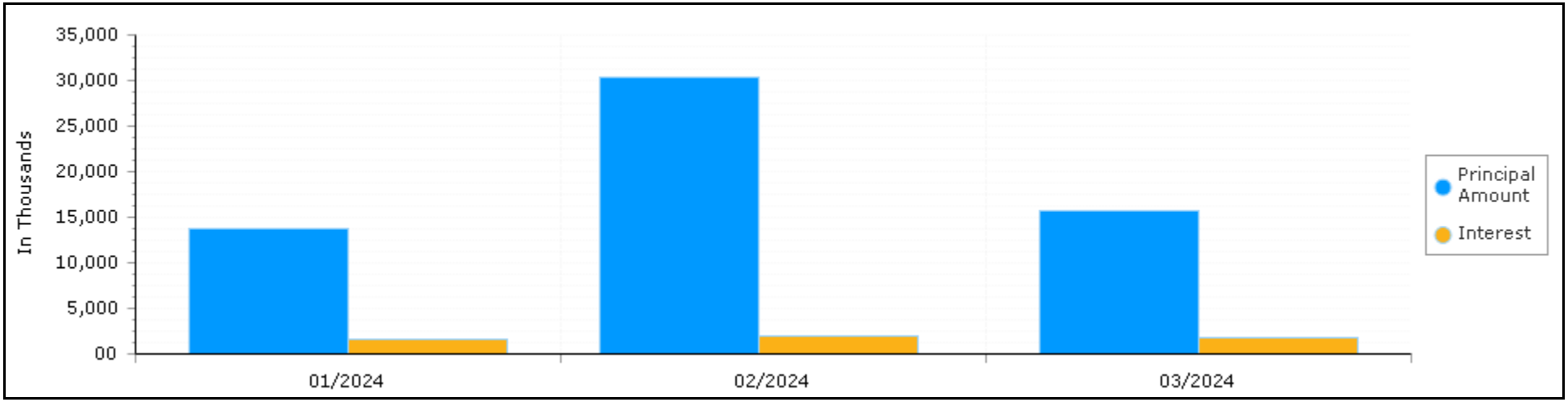


City of Conroe | TX
Portfolio Summary by Month
All Portfolios

Begin Date: 1/31/2024, End Date: 3/31/2024

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
1/31/2024	388,149,608.07	388,025,240.60	124,367.47	5.19	5.35	0.12	45
2/29/2024	420,101,790.72	419,991,442.66	110,348.06	5.20	5.35	0.10	38
3/31/2024	416,400,594.20	416,178,219.56	222,374.64	5.20	5.35	0.09	34
Total / Average	**408,217,331.00**	**408,064,967.61**	**152,363.39**	**5.19**	**5.35**	**0.10**	**39**

Actual Cash Flow



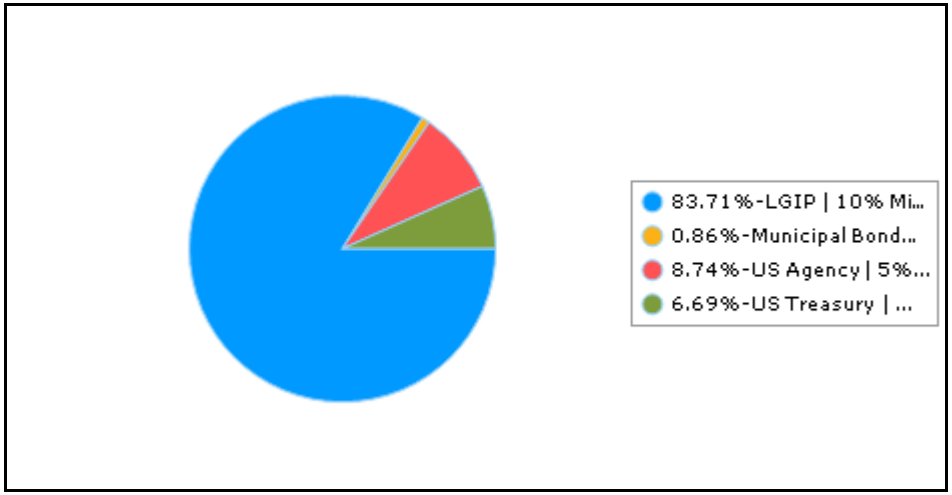
City of Conroe | TX
Distribution by Asset Category - Market Value
All Portfolios

Begin Date: 12/31/2023, End Date: 3/31/2024

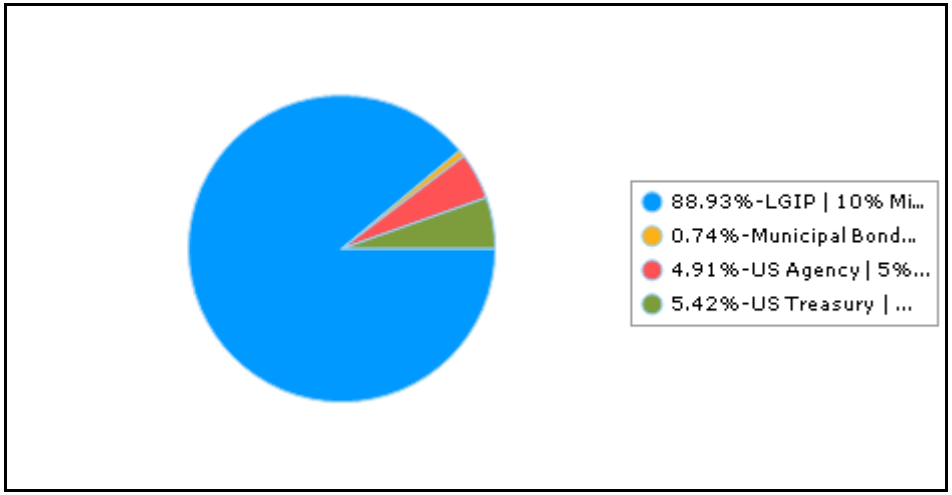
Asset Category Allocation

Asset Category	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024
LGIP | 10% Minimum	300,177,721.89	83.71	370,325,078.58	88.93
Municipal Bonds | 25% Maximum - by Issuer	3,080,232.64	0.86	3,094,432.50	0.74
US Agency | 5% Minimum	31,342,813.56	8.74	20,430,978.97	4.91
US Treasury | 5% Minimum	23,977,476.07	6.69	22,550,104.15	5.42
Total / Average	**358,578,244.16**	**100.00**	**416,400,594.20**	**100.00**

Portfolio Holdings as of 12/31/2023



Portfolio Holdings as of 3/31/2024



COMPLIANCE Asset Category Represents Investment Policy

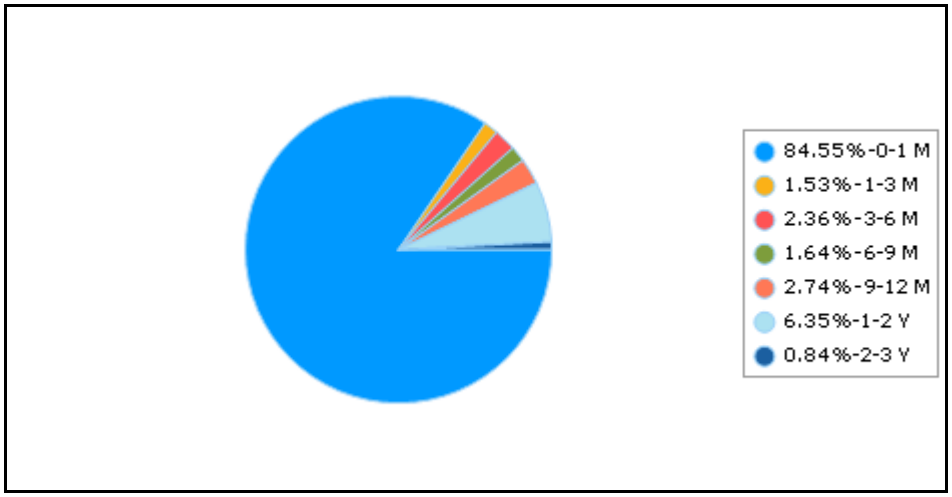
City of Conroe | TX
Distribution by Maturity Range - Market Value
All Portfolios

Begin Date: 12/31/2023, End Date: 3/31/2024

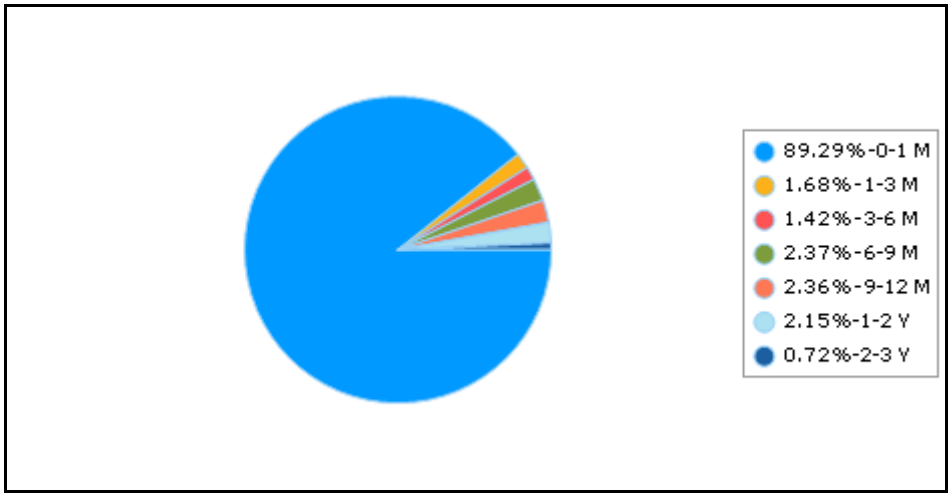
Maturity Range Allocation

Maturity Range	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024
0-1 Month	303,174,498.61	84.55	371,822,276.23	89.29
1-3 Months	5,481,475.57	1.53	7,006,584.45	1.68
3-6 Months	8,448,956.02	2.36	5,918,515.62	1.42
6-9 Months	5,879,453.12	1.64	9,852,100.75	2.37
9-12 Months	9,818,265.99	2.74	9,834,569.37	2.36
1-2 Years	22,775,326.38	6.35	8,971,533.30	2.15
2-3 Years	3,000,268.47	0.84	2,995,014.48	0.72
Total / Average	**358,578,244.16**	**100.00**	**416,400,594.20**	**100.00**

Portfolio Holdings as of 12/31/2023



Portfolio Holdings as of 3/31/2024



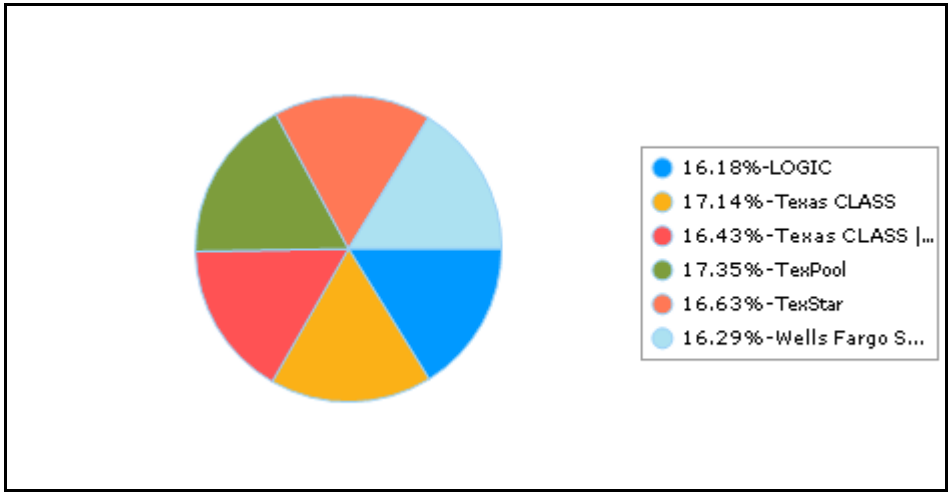
City of Conroe | TX
Distribution by Asset Class - Market Value
All Portfolios

Begin Date: 12/31/2023, End Date: 3/31/2024

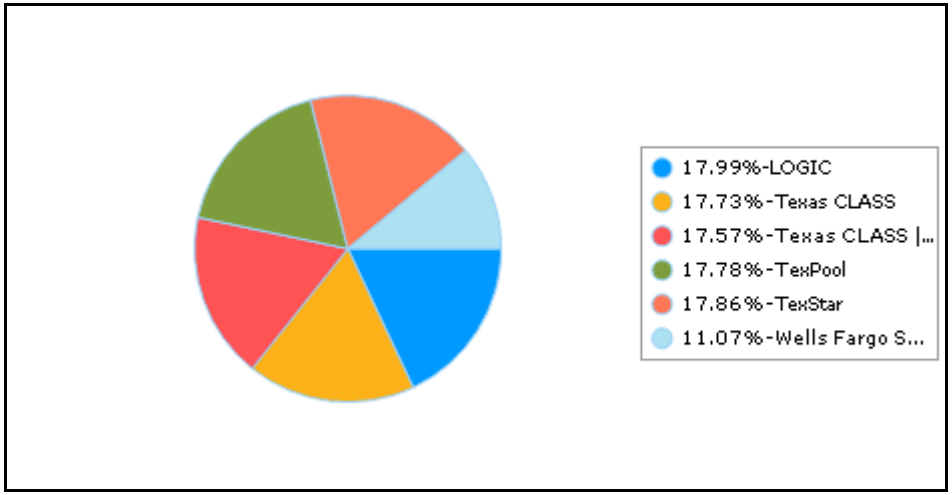
Asset Class Allocation

Asset Class	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024
LOGIC	58,000,607.23	16.18	74,924,842.76	17.99
Texas CLASS	61,448,403.31	17.14	73,847,571.74	17.73
Texas CLASS | Government	58,898,493.41	16.43	73,159,111.45	17.57
TexPool	62,212,270.27	17.35	74,037,470.71	17.78
TexStar	59,617,947.67	16.63	74,356,081.92	17.86
Wells Fargo Securities	58,400,522.27	16.29	46,075,515.62	11.07
Total / Average	**358,578,244.16**	**100.00**	**416,400,594.20**	**100.00**

Portfolio Holdings as of 12/31/2023



Portfolio Holdings as of 3/31/2024



City of Conroe | TX
Portfolio Holdings
Investment Portfolio | by Portfolio (Fund) - Quarterly Report
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2024

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
001 - General Fund										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	10,435,127.28	10,435,127.28	10,435,127.28	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	23,542,441.26	23,542,441.26	23,542,441.26	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	10,004,382.80	10,004,382.80	10,004,382.80	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	19,235,887.41	19,235,887.41	19,235,887.41	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	11,325,703.23	11,325,703.23	11,325,703.23	NR	S&P-AAAm	5.316	N/A
FFCB 2.92 5/16/2024-23	3133ENWL0	FFCB Bond	5/16/2022	1,500,000.00	1,495,070.50	1,500,000.00	Moodys-Aaa	S&P-AA+	2.920	5/16/2024
T-Note 0.375 9/15/2024	91282CCX7	Treasury Note	12/29/2022	2,000,000.00	1,956,523.44	1,865,937.50	Moodys-Aaa	S&P-AA+	4.491	9/15/2024
FHLB Step 10/21/2024-22	3130APCW3	FHLB Bond	10/21/2021	3,000,000.00	2,930,932.56	3,000,000.00	Moodys-Aaa	S&P-AA+	0.686	10/21/2024
T-Note 4.375 10/31/2024	91282CFQ9	Treasury Note	12/29/2022	2,000,000.00	1,989,791.66	1,997,555.56	Moodys-Aaa	S&P-AA+	4.442	10/31/2024
T-Note 4.5 11/30/2024	91282CFX4	Treasury Note	12/29/2022	2,000,000.00	1,990,390.62	2,004,053.78	Moodys-Aaa	S&P-AA+	4.387	11/30/2024
FHLMC 4.8 2/6/2025-24	3134GYGH9	FHLMC Bond	2/6/2023	3,000,000.00	2,992,153.26	3,000,000.00	Moodys-Aaa	S&P-AA+	4.800	2/6/2025
FHLB 5.125 2/13/2026-24	3130AYYG5	FHLB Bond	2/15/2024	3,000,000.00	2,999,868.54	3,000,000.00	Moodys-Aaa	S&P-AA+	5.125	2/13/2026
Sub Total / Average 001 - General Fund				**91,043,541.98**	**90,898,272.56**	**90,911,088.82**			**5.060**	
002 - W/S Operating										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	7,037,406.34	7,037,406.34	7,037,406.34	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	10,108,151.50	10,108,151.50	10,108,151.50	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	3,999,269.53	3,999,269.53	3,999,269.53	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	10,945,371.13	10,945,371.13	10,945,371.13	NR	S&P-AAAm	5.257	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,319,803.03	1,319,803.03	1,319,803.03	NR	S&P-AAAm	5.316	N/A
FHLB 2.6 4/26/2024-23	3130ARMV0	FHLB Bond	4/26/2022	1,500,000.00	1,497,197.65	1,500,000.00	Moodys-Aaa	S&P-AA+	2.600	4/26/2024
FHLB Step 6/28/2024-22	3130AQEE9	FHLB Bond	12/28/2021	1,000,000.00	991,014.14	1,000,000.00	Moodys-Aaa	S&P-AA+	0.997	6/28/2024
FHLB Step 6/28/2024-22	3130AQEE9	FHLB Bond	12/28/2021	1,550,000.00	1,536,071.91	1,550,000.00	Moodys-Aaa	S&P-AA+	0.997	6/28/2024
T-Note 3.25 8/31/2024	91282CFG1	Treasury Note	9/29/2022	2,000,000.00	1,983,125.00	1,969,453.13	Moodys-Aaa	S&P-AA+	4.084	8/31/2024
T-Note 1 12/15/2024	91282CDN8	Treasury Note	1/31/2023	2,000,000.00	1,942,441.40	1,881,519.00	Moodys-Aaa	S&P-AA+	4.330	12/15/2024
T-Note 1.75 3/15/2025	91282CED9	Treasury Note	2/9/2023	3,000,000.00	2,908,593.75	2,844,609.38	Moodys-Aaa	S&P-AA+	4.365	3/15/2025
T-Note 2.875 4/30/2025	9128284M9	Treasury Note	2/10/2023	3,000,000.00	2,933,554.68	2,907,304.69	Moodys-Aaa	S&P-AA+	4.349	4/30/2025
FHLB 5.55 8/28/2026-24	3130AWVU1	FHLB Bond	8/28/2023	3,000,000.00	2,995,014.48	3,000,000.00	Moodys-Aaa	S&P-AA+	5.550	8/28/2026
Sub Total / Average 002 - W/S Operating				**50,460,001.53**	**50,197,014.54**	**50,062,887.73**			**4.846**	
003 - Equipment Replacement										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,413,703.00	1,413,703.00	1,413,703.00	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	2,407,599.88	2,407,599.88	2,407,599.88	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	1,590,461.51	1,590,461.51	1,590,461.51	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,852,040.56	1,852,040.56	1,852,040.56	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 003 - Equipment Replacement				**7,263,804.95**	**7,263,804.95**	**7,263,804.95**			**5.326**	
004 - Hotel/Motel Occupancy Tax										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,130,048.61	1,130,048.61	1,130,048.61	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	432,136.88	432,136.88	432,136.88	NR	S&P-AAAm	5.299	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	602,029.39	602,029.39	602,029.39	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 004 - Hotel/Motel Occupancy Tax				**2,164,214.88**	**2,164,214.88**	**2,164,214.88**			**5.390**	
008 - W/S Revenue Reserve										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,405,597.59	1,405,597.59	1,405,597.59	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	453,818.45	453,818.45	453,818.45	NR	S&P-AAAm	5.299	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,042,316.04	1,042,316.04	1,042,316.04	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 008 - W/S Revenue Reserve				**2,901,732.08**	**2,901,732.08**	**2,901,732.08**			**5.386**	
009 - Conroe Industrial Development										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	3,935,445.05	3,935,445.05	3,935,445.05	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	3,744,751.88	3,744,751.88	3,744,751.88	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	4,301,743.16	4,301,743.16	4,301,743.16	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	5,631,533.54	5,631,533.54	5,631,533.54	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	4,744,441.22	4,744,441.22	4,744,441.22	NR	S&P-AAAm	5.316	N/A
Canyons School District UT 2.75 6/15/2024	139078GY9	Municipal Bond	4/20/2022	3,000,000.00	2,984,427.90	3,024,990.00	Moodys-Aaa	Fitch-AAA	2.349	6/15/2024
T-Note 2.125 7/31/2024	9128282N9	Treasury Note	9/29/2022	2,000,000.00	1,978,867.18	1,929,368.54	Moodys-Aaa	S&P-AA+	4.140	7/31/2024
FNMA 5.05 11/27/2024-23	3135GAEQ0	FNMA Bond	2/27/2023	1,000,000.00	998,544.51	1,000,000.00	Moodys-Aaa	S&P-AA+	5.050	11/27/2024
T-Note 1.125 1/15/2025	91282CDS7	Treasury Note	12/29/2022	2,000,000.00	1,938,710.94	1,874,062.50	Moodys-Aaa	S&P-AA+	4.375	1/15/2025
FHLB 5.21 2/14/2025-24	3130AYZA7	FHLB Bond	2/16/2024	2,000,000.00	1,995,111.42	2,000,000.00	Moodys-Aaa	NR	5.210	2/14/2025
T-Note 2.625 4/15/2025	91282CEH0	Treasury Note	2/9/2023	3,000,000.00	2,928,105.48	2,894,062.50	Moodys-Aaa	S&P-AA+	4.340	4/15/2025
Texas State 5 8/1/2025	882724J99	Municipal Bond	7/6/2023	110,000.00	110,004.60	110,224.40	Fitch-AAA	S&P-AAA	4.893	8/1/2025
Sub Total / Average 009 - Conroe Industrial Development				**35,467,914.85**	**35,291,686.88**	**35,190,622.79**			**4.873**	
010 - Debt Service Fund										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	12/1/2022	2,092,223.09	2,092,223.09	2,092,223.09	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	3,304,471.68	3,304,471.68	3,304,471.68	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	1,681,015.74	1,681,015.74	1,681,015.74	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	3,039,091.98	3,039,091.98	3,039,091.98	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,516,391.42	1,516,391.42	1,516,391.42	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 010 - Debt Service Fund				**11,633,193.91**	**11,633,193.91**	**11,633,193.91**			**5.345**	
034 - Woodlands Township Regional										
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	379,820.64	379,820.64	379,820.64	NR	S&P-AAAm	5.257	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
Sub Total / Average 034 - Woodlands Township Regional				**379,820.64**	**379,820.64**	**379,820.64**			**5.257**	
045 - W/S Equip Replacement										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	1,582,458.42	1,582,458.42	1,582,458.42	NR	S&P-AAAm	5.299	N/A
Sub Total / Average 045 - W/S Equip Replacement				**1,582,458.42**	**1,582,458.42**	**1,582,458.42**			**5.299**	
079 - Tax Incr. Reinv. Zone 3										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,363,471.43	1,363,471.43	1,363,471.43	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	4,758,156.76	4,758,156.76	4,758,156.76	NR	S&P-AAAm	5.299	N/A
Sub Total / Average 079 - Tax Incr. Reinv. Zone 3				**6,121,628.19**	**6,121,628.19**	**6,121,628.19**			**5.336**	
081 - Self Funded Insurance										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	510,714.27	510,714.27	510,714.27	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	3,915,942.67	3,915,942.67	3,915,942.67	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,002,027.51	1,002,027.51	1,002,027.51	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 081 - Self Funded Insurance				**5,428,684.45**	**5,428,684.45**	**5,428,684.45**			**5.272**	
088 - Animal Shelter Reserve										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	1/12/2023	414,070.52	414,070.52	414,070.52	NR	S&P-AAAm	5.299	N/A
Sub Total / Average 088 - Animal Shelter Reserve				**414,070.52**	**414,070.52**	**414,070.52**			**5.299**	
150 - Technology Replacement Fund										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	2/5/2024	403,259.59	403,259.59	403,259.59	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	2/5/2024	403,230.50	403,230.50	403,230.50	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	2/5/2024	403,271.43	403,271.43	403,271.43	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 150 - Technology Replacement Fund				**1,209,761.52**	**1,209,761.52**	**1,209,761.52**			**5.290**	
222 - CLFRF American Rescue Act										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	312,819.27	312,819.27	312,819.27	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	1,464,097.84	1,464,097.84	1,464,097.84	NR	S&P-AAAm	5.299	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	2,544,243.62	2,544,243.62	2,544,243.62	NR	S&P-AAAm	5.257	N/A
Sub Total / Average 222 - CLFRF American Rescue Act				**4,321,160.73**	**4,321,160.73**	**4,321,160.73**			**5.286**	
402 - CIDC CIP Fund - STRB 2019										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,186,886.92	1,186,886.92	1,186,886.92	NR	S&P-AAAm	5.465	N/A
Sub Total / Average 402 - CIDC CIP Fund - STRB 2019				**1,186,886.92**	**1,186,886.92**	**1,186,886.92**			**5.465**	
501 - CIP W&S Fund - CO 2018B										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	2,522,565.15	2,522,565.15	2,522,565.15	NR	S&P-AAAm	5.299	N/A
Sub Total / Average 501 - CIP W&S Fund - CO 2018B				**2,522,565.15**	**2,522,565.15**	**2,522,565.15**			**5.299**	
502 - CIP W&S Fund - CO 2019B										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	2,275,902.08	2,275,902.08	2,275,902.08	NR	S&P-AAAm	5.299	N/A
Sub Total / Average 502 - CIP W&S Fund - CO 2019B				**2,275,902.08**	**2,275,902.08**	**2,275,902.08**			**5.299**	
505 - CIP W&S Fund - CO 2020C										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	282,239.67	282,239.67	282,239.67	NR	S&P-AAAm	5.465	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	954,552.55	954,552.55	954,552.55	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 505 - CIP W&S Fund - CO 2020C				**1,236,792.22**	**1,236,792.22**	**1,236,792.22**			**5.350**	
506 - CIP W&S Fund - CO 2021C										
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,559,078.72	1,559,078.72	1,559,078.72	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 506 - CIP W&S Fund - CO 2021C				**1,559,078.72**	**1,559,078.72**	**1,559,078.72**			**5.316**	
508 - CIP W&S Fund - CO 2022C										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	12/1/2022	8,846,721.28	8,846,721.28	8,846,721.28	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	12/1/2022	3,857,243.77	3,857,243.77	3,857,243.77	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	15,799,012.29	15,799,012.29	15,799,012.29	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	12/1/2022	4,292,266.90	4,292,266.90	4,292,266.90	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	12/1/2022	10,237,048.70	10,237,048.70	10,237,048.70	NR	S&P-AAAm	5.316	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
Sub Total / Average 508 - CIP W&S Fund - CO 2022C				**43,032,292.94**	**43,032,292.94**	**43,032,292.94**			**5.397**	
509 - CIP W&S Fund - CO 2024A										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	2/6/2024	7,329,033.47	7,329,033.47	7,329,033.47	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	2/6/2024	7,327,173.98	7,327,173.98	7,327,173.98	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	2/6/2024	7,329,110.58	7,329,110.58	7,329,110.58	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	2/6/2024	7,326,656.46	7,326,656.46	7,326,656.46	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	2/6/2024	7,302,264.65	7,302,264.65	7,302,264.65	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 509 - CIP W&S Fund - CO 2024A				**36,614,239.14**	**36,614,239.14**	**36,614,239.14**			**5.362**	
601 - CIP Fund - CO 2018A										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	2,056,528.54	2,056,528.54	2,056,528.54	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	416,505.08	416,505.08	416,505.08	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	1,456,316.30	1,456,316.30	1,456,316.30	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	2,662,385.84	2,662,385.84	2,662,385.84	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 601 - CIP Fund - CO 2018A				**6,591,735.76**	**6,591,735.76**	**6,591,735.76**			**5.348**	
602 - CIP Fund - CO 2019A										
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	1,900,365.78	1,900,365.78	1,900,365.78	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	2,152,213.95	2,152,213.95	2,152,213.95	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	2,335,720.22	2,335,720.22	2,335,720.22	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 602 - CIP Fund - CO 2019A				**6,388,299.95**	**6,388,299.95**	**6,388,299.95**			**5.291**	
603 - CIP Convention Center										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,014,234.74	1,014,234.74	1,014,234.74	NR	S&P-AAAm	5.465	N/A
Sub Total / Average 603 - CIP Convention Center				**1,014,234.74**	**1,014,234.74**	**1,014,234.74**			**5.465**	
605 - CIP Fund - CO 2020B										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	1,714,619.64	1,714,619.64	1,714,619.64	NR	S&P-AAAm	5.465	N/A

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	9/30/2022	17,948.17	17,948.17	17,948.17	NR	S&P-AAAm	5.299	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	3,412,788.92	3,412,788.92	3,412,788.92	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	1,383,193.74	1,383,193.74	1,383,193.74	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 605 - CIP Fund - CO 2020B				**6,528,550.47**	**6,528,550.47**	**6,528,550.47**			**5.324**	
606 - CIP Fund - CO 2021B										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	3,186,217.27	3,186,217.27	3,186,217.27	NR	S&P-AAAm	5.465	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	4,711,168.25	4,711,168.25	4,711,168.25	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 606 - CIP Fund - CO 2021B				**7,897,385.52**	**7,897,385.52**	**7,897,385.52**			**5.376**	
607 - CIP Fund - CO 2022A										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	9/30/2022	7,402,775.14	7,402,775.14	7,402,775.14	NR	S&P-AAAm	5.465	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	10,423,271.88	10,423,271.88	10,423,271.88	NR	S&P-AAAm	5.473	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	9/30/2022	5,589,859.47	5,589,859.47	5,589,859.47	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 607 - CIP Fund - CO 2022A				**23,415,906.49**	**23,415,906.49**	**23,415,906.49**			**5.433**	
608 - CIP Fund - CO 2022B										
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	12/1/2022	7,443,094.20	7,443,094.20	7,443,094.20	NR	S&P-AAAm	5.465	N/A
TexSTAR LGIP	TSTAR3310	Local Government Investment Pool	12/1/2022	2,912,248.98	2,912,248.98	2,912,248.98	NR	S&P-AAAm	5.299	N/A
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	1/12/2023	18,759,225.75	18,759,225.75	18,759,225.75	NR	S&P-AAAm	5.473	N/A
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	12/1/2022	6,572,723.99	6,572,723.99	6,572,723.99	NR	S&P-AAAm	5.257	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	12/1/2022	9,280,254.55	9,280,254.55	9,280,254.55	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 608 - CIP Fund - CO 2022B				**44,967,547.47**	**44,967,547.47**	**44,967,547.47**			**5.397**	
609 - Hotel/Covention Center CIDC Loan										
Texas CLASS | Government LGIP	TCLASS0001G	Local Government Investment Pool	9/30/2022	260,561.93	260,561.93	260,561.93	NR	S&P-AAAm	5.257	N/A
Sub Total / Average 609 - Hotel/Covention Center CIDC Loan				**260,561.93**	**260,561.93**	**260,561.93**			**5.257**	
610 - CIP Fund - CO 2023A										

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Market Value	Book Value	Credit Rating 1	Credit Rating 2	YTM @ Cost	Maturity Date
Texas CLASS LGIP	TCLASS0001	Local Government Investment Pool	12/7/2023	4,259,379.21	4,259,379.21	4,259,379.21	NR	S&P-AAAm	5.465	N/A
TexPool LGIP	TPOOL0001	Local Government Investment Pool	12/7/2023	4,213,920.19	4,213,920.19	4,213,920.19	NR	S&P-AAAm	5.316	N/A
Sub Total / Average 610 - CIP Fund - CO 2023A				**8,473,299.40**	**8,473,299.40**	**8,473,299.40**			**5.391**	
700 - CLGC Operating										
LOGIC LGIP	LOGIC5001	Local Government Investment Pool	6/12/2023	2,627,811.03	2,627,811.03	2,627,811.03	NR	S&P-AAAm	5.473	N/A
Sub Total / Average 700 - CLGC Operating				**2,627,811.03**	**2,627,811.03**	**2,627,811.03**			**5.473**	
Total / Average				**416,985,078.58**	**416,400,594.20**	**416,178,219.56**			**5.199**	

Meeting Date: 04/24/2024
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Claudia Curtis, Senior Accountant

Workshop

Item Type: Presentation

Item Type: Presentation
C. Boothe
Joint Meeting: No Joint Meeting

Description
Discuss Monthly Financial Summary Report - March 2024.

Summary / Recommendation
Discuss Monthly Financial Summary Report - March 2024.

Attachments
March 24



CITY OF CONROE

Est. 1904

Monthly Financial Summary Report

March 2024

Fiscal Year 2024

Finance and Administration

CITY OF CONROE

Est. 1904

To: **City Council & Staff**

From: **Jody Czajkoski, Mayor**

Date: **April 24, 2024**

Subject: **March 2024 Monthly Financial Summary Report**

Please find the enclosed Monthly Financial Summary Report for March 2024 submitted by the Department of Finance & Administration. This report has been approved by the City Council.

The very foundation of our strength and leadership is our unbiased ability to examine and report our financial position to the public. We have a responsibility to our citizens and taxpayers to be financially responsible with their money. Along with this responsibility, how we report our financial position is vitally important.

As Mayor, it is my prayer to this Council, and future Councils, that we not shirk our duty or ever lessen the value of self-examination regarding our finances. All of us should be proud of the transparency provided by this financial report.

CITY OF CONROE

(This page intentionally left blank.)

Finance and Administration

CITY OF CONROE

Est. 1904

To: **Mayor & City Council**

From: **Collin Boothe, Director of Finance**

Date: **April 24, 2024**

Subject: **Financial Summary Report for March 2024**

Attached is the Financial Summary Report for March 2024. The goal of this report is to summarize the City's financial activity and provide current and accurate information to the Council, administration and citizens. All City funds are represented in this report.

The graph on the following page summarizes the revenue and expenditure activity in five of our largest funds. It shows the amount of revenue received and expenditures made as a percent of the total budgeted amounts. The line across the graph represents the percentage of the fiscal year that has elapsed.

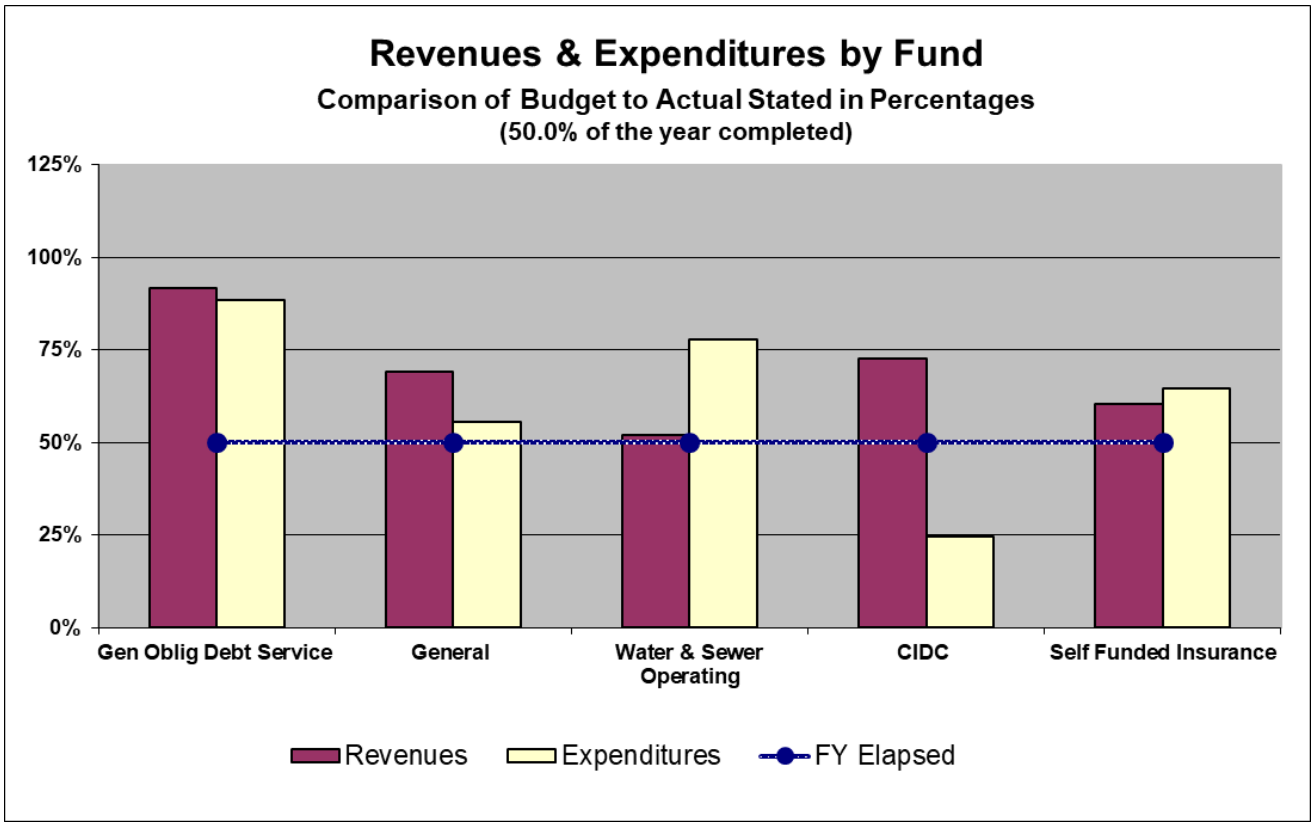
As you can see, revenue in five of the five major funds have met or exceeded 50.0% of the budgeted amount for the year. General Obligation Debt Service has received 91.6% of budgeted revenues due to property tax collections. The General Fund has received 69.1% of budgeted revenues due to property tax collections, permits, and intergovernmental revenues. The Water & Sewer Operating Fund has received 52.1% of budgeted revenues due to water charges, sewer charges, water taps, and sewer taps. The CIDC Fund has received 72.8% of budgeted revenues due to sales tax revenues. The Self-Funded Insurance Fund (SFIF) has received 60.4% of budgeted revenues due to premiums and stop loss reimbursements.

On the expenditure side, four of the five major funds spent more than 50.0% of the total amount budgeted. The General Obligation Debt Service Fund has spent or encumbered 88.6% of the total amount budgeted due to payment to the escrow agent for refunded bonds. The General Fund has spent or encumbered 55.7% of the total amount budgeted. Without encumbrances, the General Fund has only spent 47.6% of budget. Encumbrances are obligations in the form of purchase orders that reserve money to be spent at a later date.

The Water & Sewer Operating Fund has spent 77.7% of the total amount budgeted. Without encumbrances, the W&S Operating Fund has spent 57.5% of budget. March's report includes

encumbrances for annual contracts including the surface water fee payment to the San Jacinto River Authority.

Finally, the SFIF has spent 64.6% of budget due to medical and dental claims, stop/loss insurance and administration fees. Without encumbrances, the SFIF Fund has spent 50.4% of budget. March's report includes encumbrances for stop-loss premium, CIGNA administration fee and the employee clinic agreement.



The report begins with a summary of fund balances for all funds. Starting on page 10, the report highlights some more detailed financial information for the five largest funds. Pages 16 through 20 contain a summary of revenues and expenses for all other operating and capital funds. Capital Improvement Program (CIP) projects are listed on pages 21 through 24. Other information includes a summary of all budgeted transfers (pages 25-26) and a summary of budget amendments (pages 27-28). Page 29 contains information about Omnibase – a program to assist in the collection of unpaid traffic fines. A report on the city's self-funded insurance fund is found on pages 30-31. Starting on page 32, all of the City's outstanding debt issuances are shown by funding source and by use. Finally, several graphs of local economic indicators begin on page 72, and financial reports provided by the organizations receiving a portion of the hotel occupancy tax or 4B sales tax are presented on page 89.

Monthly Financial Summary Report
Fund Balances
March 2024

	General Obligation Debt Service	General Fund*	Water & Sewer Operating*	CIDC	CIDC CIP Fund STRB 2019	Water & Sewer Debt Service	Water & Sewer Revenue Reserve
Fund Balance Available 10/1/23	**$ 11,063,344**	**$ 59,076,872**	**$ 45,758,358**	**$ 34,561,987**	**$ 2,901,828**	**$ 114**	**$ 2,823,885**
Year to Date Revenues	38,320,887	86,171,622	34,029,937	12,560,710	65,291	19,080,439	77,861
Year to Date Expenditures & Encumbrances	35,908,841	69,034,897	57,325,164	5,675,526	2,822,564	19,080,439	-
Current Fund Balance Available	**$ 13,475,389**	**$ 76,213,597**	**$ 22,463,132**	**$ 41,447,171**	**$ 144,555**	**$ 114**	**$ 2,901,746**
Unassigned Fund Balance/Working Capital Reserve/Rate Stabilization	N/A	90	90	N/A	N/A	N/A	N/A
Fund Balance - Operating Days -March 2024	**121**	**224**	**111**	**656**	**N/A**	**N/A**	**N/A**
Annual Budgeted Expenditures	40,532,433	123,960,782	73,768,438	23,069,143			

*** General Fund -** This fund sets the minimum at 90 days of unassigned fund balance.

*** W&S Operating** - This fund sets the minimum reserves at 60 days plus an additional 30 days for Rate Stabilization.

Monthly Financial Summary Report
Fund Balances
March 2024

	Convention Center Debt Service	Vehicle & Equipment Replacement (VERF)	Water & Sewer Vehicle & Equip. Replacement (VERF)	Technology Replacement (TERF)	Fleet Services	Hotel Occupancy Tax	CDBG Entitlement[1]
Fund Balance Available 10/1/23	**$ 18,113**	**$ 6,631,993**	**$ 1,942,718**	**$ 1,511,574**	**$ 339,473**	**$ 2,229,602**	**$ -**
Year to Date Revenues	492,583	2,637,633	287,670	564,762	1,209,695	1,515,761	19,483
Year to Date Expenditures & Encumbrances	449,025	6,440,757	354,668	-	1,363,122	1,193,056	105,729
Current Fund Balance Available	**$ 61,671**	**$ 2,828,870**	**$ 1,875,720**	**$ 2,076,336**	**$ 186,046**	**$ 2,552,307**	**$ (86,246)**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	19	283	N/A
Annual Budgeted Expenditures					3,555,120	3,287,252	

Notes on Negative Balances:

1. CDBG Entitlement - This fund will be reimbursed by grant proceeds from the U.S. Department of Housing and Urban Development (HUD).

Monthly Financial Summary Report
Fund Balances
March 2024

	Oscar Johnson Jr. Community Center Volunteers Inc.	Woodlands Township Regional Participation	Retirement Healthcare Plan	Self Funded Insurance	PID Assessments	Longmire Creek Estates PID	Wedgewood Falls PID
Fund Balance Available 10/1/23	**$ 23,016**	**$ 623,267**	**$ 15,228,269**	**$ 2,846,506**	**$ 9,257**	**$ 71,949**	**$ 266,412**
Year to Date Revenues	5,200	31,211	3,486,109	7,751,714	451,727	82,552	181,708
Year to Date Expenditures & Encumbrances	5,384	-	253,125	8,793,071	1,440	29,666	59,634
Current Fund Balance Available	**$ 22,832**	**$ 654,478**	**$ 18,461,253**	**$ 1,805,149**	**$ 459,544**	**$ 124,835**	**$ 388,486**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
March 2024

	Shadow Lakes PID	Chase Run PID	Canyon Creek PID	Firearms Training Facility	Municipal Court Technology	Municipal Court Building Security	Municipal Court Local Truancy Prevention & Diversion
Fund Balance Available 10/1/23	**$ 91,056**	**$ 4,094**	**$ 22,230**	**$ 171,874**	**$ 130,432**	**$ 23,779**	**$ 20,018**
Year to Date Revenues	186,565	307,704	100,573	47,000	19,645	23,776	24,337
Year to Date Expenditures & Encumbrances	84,605	900	300	-	76,305	2,450	388
Current Fund Balance Available	**$ 193,017**	**$ 310,898**	**$ 122,503**	**$ 218,874**	**$ 73,771**	**$ 45,105**	**$ 43,968**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
March 2024

	Municipal Court Efficiency	Municipal Court Truancy Prevention	Municipal Jury Fund	MC Time Payment Reimbursement	Animal Shelter Reserve	Employee Disaster Assistance Fund	FY18 Section 5307 Grant
Fund Balance Available 10/1/23	**$ 198,193**	**$ 26,511**	**$ 2,221**	**$ 60,318**	**$ 813,015**	**$ 4,607**	**$ -**
Year to Date Revenues	178	277	476	11,068	37,108	-	100,587
Year to Date Expenditures & Encumbrances	-	2,213	-	-	-	-	100,587
Current Fund Balance Available	**$ 198,371**	**$ 24,574**	**$ 2,697**	**$ 71,386**	**$ 850,123**	**$ 4,607**	**$ -**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
March 2024

	FY19 Section 5307 Grant[2]	FY20 Section 5307 Grant[3]	FY21 Section 5307 Grant[4]	FY19-20 Section 5310 Grant[5]	FY23 Section 5310 Grant[6]	FY17-18 Section 5339 Grant	FY19-20 Section 5339 Grant
Fund Balance Available 10/1/23	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year to Date Revenues	80,397	32,070	-	52,930	-	-	-
Year to Date Expenditures & Encumbrances	103,806	37,935	100,107	115,556	66,032	-	-
Current Fund Balance Available	**$ (23,409)**	**$ (5,865)**	**$ (100,107)**	**$ (62,626)**	**$ (66,032)**	**$ -**	**$ -**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes on Negative Balances:

2. FY19 Section 5307 Grant - This fund is negative pending receipt of grant proceeds.

3. FY20 Section 5307 Grant - This fund is negative pending receipt of grant proceeds.

4. FY21 Section 5307 Grant - This fund is negative pending receipt of grant proceeds.

5. FY19-20 Section 5310 Grant - This fund is negative pending receipt of grant proceeds.

6. FY23 Section 5310 Grant - This fund is negative pending receipt of grant proceeds.

Monthly Financial Summary Report
Fund Balances
March 2024

	FY20 Section 5339 Grant	CLRF - American Rescue Act	State Public Transportation Grant	CDBG MIT Regional Method of Distribution[7]	Conroe Local Government Corporation	TIRZ#3	W&S CIP FUND CO 2018B
Fund Balance Available 10/1/23	**$ -**	**$ 7,199,004**	**$ -**	**$ -**	**$ 4,530,744**	**$ 7,897,096**	**$ 2,485,783**
Year to Date Revenues	-	158,536	-	-	79,733	4,010,539	69,607
Year to Date Expenditures & Encumbrances	-	6,404,268	-	813,780	833,975	1,950,646	1,486,668
Current Fund Balance Available	**$ -**	**$ 953,272**	**$ -**	**$ (813,780)**	**$ 3,776,502**	**$ 9,956,989**	**$ 1,068,722**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes on Negative Balances:

7. **CDBG MIT Regional Method of Distribution Program** - This fund is negative pending receipt of grant proceeds.

Monthly Financial Summary Report
Fund Balances
March 2024

	W&S CIP FUND CO 2019B	W&S CIP FUND CO 2020C	W&S CIP FUND CO 2021C[8]	W&S CIP FUND CO 2022C	W&S CIP FUND CO 2024	CIP FUND CO 2018A	CIP FUND CO 2019A
Fund Balance Available 10/1/23	**$ 2,216,498**	**$ 1,272,460**	**$ 2,387,978**	**$ 44,913,024**	**$ -**	**$ 8,296,611**	**$ 7,624,849**
Year to Date Revenues	59,757	34,452	1,303,623	1,531,781	36,639,239	213,306	199,875
Year to Date Expenditures & Encumbrances	69,939	560,692	10,784,419	21,168,833	6,705,640	6,919,791	2,978,987
Current Fund Balance Available	**$ 2,206,317**	**$ 746,220**	**$ (7,092,817)**	**$ 25,275,972**	**$ 29,933,599**	**$ 1,590,126**	**$ 4,845,738**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A		N/A	N/A

Notes on Negative Balances:

8. W&S CIP Fund CO 2021C - This fund is negative due to encumbrances. Funding will come from transfers from other funds.

Monthly Financial Summary Report
Fund Balances
March 2024

	Convention Center	CIP FUND CO 2020B	CIP FUND CO 2021B	CIP FUND CO 2022A	CIP FUND CO 2022B	HOTEL & CONVENTION CENTER CIDC LOAN	CIP Fund CO 2023A
Fund Balance Available 10/1/23	**$ 926,487**	**$ 6,537,500**	**$ 9,531,886**	**$ 30,634,928**	**$ 47,427,248**	**$ 558,475**	**$ -**
Year to Date Revenues	29,751	176,287	247,338	801,619	1,463,859	13,492	8,532,786
Year to Date Expenditures & Encumbrances	829,458	3,045,654	3,586,766	30,076,654	15,497,634	473,849	215,981
Current Fund Balance Available	**$ 126,779**	**$ 3,668,133**	**$ 6,192,458**	**$ 1,359,893**	**$ 33,393,474**	**$ 98,118**	**$ 8,316,805**
Fund Balance - Operating Days -March 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
March 2024

General Obligation Debt Service							
		FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
4010	Current Taxes	$ 17,588,755	$ 227,063	$ -	$ 17,133,482	$ 455,273	97.4%
4020	Delinquent Taxes	78,021	8,421	-	70,538	7,483	90.4%
Total Taxes		**$ 17,666,776**	**$ 235,484**	**$ -**	**$ 17,204,019**	**$ 462,757**	**97.4%**
6010	Interest on Investments	$ 208,407	$ 55,462	$ -	$ 377,443	$ (169,036)	181.1%
6020	Penalty & Interest	96,902	22,992	-	59,851	37,051	61.8%
6112	Refunding Bonds Issued	15,315,195	-	-	15,315,195	-	100.0%
6113	Premium on Bonds	1,432,395	-	-	1,432,395	-	100.0%
Total Other		**$ 17,052,899**	**$ 78,455**	**$ -**	**$ 17,184,884**	**$ (131,985)**	**100.8%**
6550	Transfer in	$ 7,116,534	$ 390,681	$ -	$ 3,931,984	$ 3,184,550	55.3%
Total Transfer		**$ 7,116,534**	**$ 390,681**	**$ -**	**$ 3,931,984**	**$ 3,184,550**	**55.3%**
TOTAL REVENUE		**$ 41,836,209**	**$ 704,619**	**$ -**	**$ 38,320,887**	**$ 3,515,322**	**91.6%**
EXPENDITURES							
8060	Contract Services	$ 15,000	$ -	$ -	$ -	$ 15,000	0.0%
8520	Transfer Out	223,027	-	-	327,940	(104,913)	147.0%
9600	Principal	12,620,000	-	-	13,250,000	(630,000)	105.0%
9610	Interest	10,801,283	-	-	5,620,217	5,181,066	52.0%
9615	Handling Charges	10,000	18,755	-	1,875	8,125	18.8%
9616	Bond Issue Expense	453,123	-	-	298,810	154,313	65.9%
9621	Payment to Escrow Agent	16,410,000	-	-	16,410,000	-	100.0%
TOTAL EXPENDITURES		**$ 40,532,433**	**$ 18,755**	**$ -**	**$ 35,908,841**	**$ 4,623,592**	**88.6%**

Breakdown of Transfer In:

CIDC (park debt)	$ 440,867
TIRZ #3	3,901,292
Conroe MMD#1	236,566
Longmire Creek Estates PID Fund	58,732
Shadow Lakes PID Fund	168,609
Wedgewood Falls PID Fund	118,668
GO Debt Service Fund - OJJCC 2022A CO's	2,191,800
Total	**$ 7,116,534**

Monthly Financial Summary Report
March 2024

	General Fund-Revenues	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
4010	Current Taxes	$ 42,522,573	$ 548,949	$ -	$ 41,485,083	$ 1,037,490	97.6%
4020	Delinquent Tax	99,785	19,463	-	168,952	(69,167)	169.3%
4030	Franchise Fees	8,618,361	239,214	-	4,063,898	4,554,463	47.2%
4035	Network Nodes Receipts	2,250	250	-	500	1,750	22.2%
4040	Sales Tax	51,329,552	3,563,230	-	25,932,674	25,396,878	50.5%
4070	Mixed Beverage	487,331	38,755	-	166,683	320,648	34.2%
4080	In Lieu of Taxes	1,634,701	1,743,665	-	1,743,665	(108,964)	106.7%
Total Taxes		**$ 104,694,553**	**$ 6,153,526**	**$ -**	**$ 73,561,456**	**$ 31,133,097**	**70.3%**
4510	Licenses	$ 17,152	$ 419	$ -	$ 12,719	$ 4,433	74.2%
4520	Permits	7,060,634	890,838	-	3,896,501	3,164,133	55.2%
4521	Storm Water Permits	333,246	21,141	-	162,079	171,167	48.6%
4530	Miscellaneous	2,232	40	-	3,235	(1,003)	144.9%
4532	Alarm Permits	124,267	8,460	-	44,945	79,322	36.2%
4533	Excessive Alarm Fees	57,917	3,950	-	24,800	33,117	42.8%
Total Licenses and Permits		**$ 7,595,448**	**$ 924,849**	**$ -**	**$ 4,144,280**	**$ 3,451,168**	**54.6%**
5010	Refuse Collection	$ 516,022	$ -	$ -	$ 201,446	$ 314,576	39.0%
5020	Copies	12,812	1,211	-	7,895	4,918	61.6%
5040	Planning & Zoning Fees	1,177,155	173,336	-	710,049	467,106	60.3%
5117	Code Enforcement Fee	1,210	-	-	-	1,210	0.0%
5150	Service Charges	1,001	124	-	598	404	59.7%
5190	Ticket Sales	125,307	3,770	-	37,255	88,052	29.7%
5191	Ticket Sales - Fixed Route	17,964	260	-	260	17,704	1.4%
5192	Ticket Sales - ADA	8,268	73	-	73	8,195	0.9%
6049	Rentals	-	18,563	-	85,530	(85,530)	N/A
6050	Recreational	1,231,590	47,676	-	369,058	862,532	30.0%
6051	Parks Programs	1,711,967	109,169	-	849,234	862,733	49.6%
6053	Animal Shelter Fees	120,600	-	-	20,100	100,500	16.7%
Total Charges for Service		**$ 4,923,896**	**$ 354,182**	**$ -**	**$ 2,281,496**	**$ 2,642,400**	**46.3%**
5510	Traffic & Criminal Fines	$ 1,149,151	$ 160,974	$ -	$ 742,684	$ 406,467	64.6%
5540	Commercial Vehicle Fines	7,901	1,872	-	3,991	3,910	50.5%
Total Fines & Forfeitures		**$ 1,157,052**	**$ 162,846**	**$ -**	**$ 746,675**	**$ 410,377**	**64.5%**
6010	Interest on Investments	$ 1,082,974	$ 347,985	$ -	$ 1,761,579	$ (678,605)	162.7%
Total Interest		**$ 1,082,974**	**$ 347,985**	**$ -**	**$ 1,761,579**	**$ (678,605)**	**162.7%**
6020	Penalty & Interest	$ 169,142	$ 55,082	$ -	$ 142,281	$ 26,861	84.1%
6030	Lease Income	207,912	41,669	-	228,485	(20,573)	109.9%
6036	Proceeds-Sales of Cap-Assets	-	-	-	232,698	(232,698)	N/A
6052	Parks Donations	35,005	25,599	-	107,796	(72,791)	307.9%
6054	Tree Mitigation Revenue	115,018	-	-	37,945	77,074	33.0%
6056	Tree Enforcement Revenue	211,400	-	-	35,000	176,400	16.6%
6060	Unanticipated Revenues	165,922	493	-	73,653	92,269	44.4%
6070	Short & Over	-	69	-	864	(864)	N/A
6080	Donations	60,000	-	-	23,062	36,938	38.4%
Total Miscellaneous		**$ 964,399**	**$ 122,912**	**$ -**	**$ 881,784**	**$ 82,615**	**91.4%**
6105	Seized Assets - Intergov	$ -	$ 25,776	$ (13,401)	$ 21,993	$ (21,993)	N/A
6106	Intergovernmental - Local	2,741,111	183,837	-	1,382,485	1,358,626	50.4%
6107	Intergovernmental - State	31,570	13,491	-	38,241	(6,671)	121.1%
6108	Intergovernmental - Federal	271,383	107,767	-	550,789	(279,406)	203.0%
6110	Insurance Proceeds	6,904	5,378	-	108,817	(101,913)	1576.1%
Total Intergovernmental		**$ 3,050,968**	**$ 336,249**	**$ (13,401)**	**$ 2,102,327**	**$ 948,641**	**68.9%**
6550	Transfer In	1,272,413	189,087	-	692,025	580,388	54.4%
Total Non-Operating Revenue		**$ 1,272,413**	**$ 189,087**	**$ -**	**$ 692,025**	**$ 580,388**	**54.4%**
TOTAL GENERAL FUND REVENUE		**$ 124,741,703**	**$ 8,591,635**	**$ (13,401)**	**$ 86,171,622**	**$ 38,570,081**	**69.1%**

Monthly Financial Summary Report
March 2024

General Fund-Expenditures by Department						
	FY 2024 Budget	**Current Period**	**Encumbrances**	**YTD including Encumbrances**	**Remaining Balance**	**YTD as % of Budget**
Administration	$ 842,701	$ 54,536	$ 30,545	$ 471,178	$ 371,523	55.9%
Mayor and City Council	1,233,497	78,498	1,234	477,500	755,997	38.7%
Communications	144,063	17,931	-	112,181	31,882	77.9%
Transportation	3,268,623	325,253	577,250	1,638,973	1,629,650	50.1%
Downtown Development	555,806	16,736	8,419	103,553	452,253	18.6%
Legal	956,707	56,473	-	354,607	602,100	37.1%
Municipal Court	1,502,959	183,580	244,660	883,958	619,001	58.8%
Facilities Management	1,523,715	166,293	262,442	878,243	645,472	57.6%
Finance	2,823,177	269,617	225,598	1,802,371	1,020,806	63.8%
CDBG	263,208	14,048	15,709	107,367	155,841	40.8%
Information Technology	5,092,907	299,253	1,057,144	3,180,090	1,912,817	62.4%
Human Resources	1,317,710	86,565	67,293	711,392	606,318	54.0%
Police Administration	2,219,242	121,244	92,980	1,015,363	1,203,879	45.8%
Police Support Services	1,958,623	163,192	85,948	1,188,406	770,217	60.7%
Police Patrol	18,621,444	1,418,833	132,634	9,356,256	9,265,188	50.2%
Police Investigative Services	5,903,018	439,533	5,006	2,966,736	2,936,282	50.3%
Police Animal Services	846,913	58,737	411,587	813,828	33,085	96.1%
Commercial Vehicle Enforcement Program	168,389	11,484	-	82,969	85,420	49.3%
Fire	26,182,099	1,885,965	1,283,955	13,328,201	12,853,898	50.9%
Parks & Recreation Administration	1,118,342	68,136	44,847	616,990	501,352	55.2%
Recreation Center	1,193,314	96,004	98,291	674,779	518,535	56.5%
Oscar Johnson Comm Center	1,693,564	96,196	34,886	668,000	1,025,564	39.4%
Senior Center	234,810	19,865	16,307	128,078	106,732	54.5%
Aquatic Center	1,511,772	77,567	275,111	895,153	616,619	59.2%
Parks Operations	3,841,057	223,625	945,613	2,414,752	1,426,304	62.9%
Westside Recreation Center	1,121,722	105,057	75,445	608,708	513,014	54.3%
Community Development	2,016,694	120,893	8,618	781,724	1,234,970	38.8%
Drainage Maintenance	1,536,741	54,673	2,640	515,287	1,021,454	33.5%
Streets Maintenance	5,895,331	302,919	566,944	2,596,230	3,299,101	44.0%
Signal Maintenance	1,653,381	55,086	244,769	633,487	1,019,894	38.3%
Sign Maintenance	912,339	67,974	38,229	460,208	452,131	50.4%
Engineering	4,234,923	276,936	260,200	1,977,026	2,257,897	46.7%
Building Inspection and Permits	2,465,380	150,946	332,666	1,273,391	1,191,989	51.7%
Purchasing - Warehouse	451,593	129,429	13,872	322,475	129,118	71.4%
Warehouse Stock	-	(107,159)	1,883,681	1,709,312	(1,709,312)	N/A
Non-Departmental	18,655,018	6,397,189	700,956	13,286,123	5,368,895	71.2%
TOTAL EXPENDITURES BY DEPT.	**$ 123,960,782**	**$ 13,803,105**	**$ 10,045,479**	**$ 69,034,897**	**$ 54,925,885**	**55.7%**

Monthly Financial Summary Report
March 2024

General Fund-Expenditures by Account							
		FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
7010	Salaries	$ 49,886,596	$ 3,662,460	$ -	$ 24,363,289	$ 25,523,307	48.8%
7012	Salaries Part Time	2,489,730	140,098	-	873,196	1,616,534	35.1%
7020	Overtime	2,363,092	234,295	-	1,217,114	1,145,978	51.5%
7025	Social Security	4,100,559	299,059	-	1,962,362	2,138,197	47.9%
7030	Retirement & Pension	8,412,524	643,691	-	4,248,746	4,163,778	50.5%
7035	Workers' Compensation	535,006	-	-	527,458	7,548	98.6%
7040	Insurance	8,607,777	717,315	-	4,303,889	4,303,889	50.0%
7041	OPEB Retiree Insurance ADC	1,878,047	156,504	-	939,023	939,024	50.0%
7050	Physicals	258,528	45,780	154,139	215,917	42,611	83.5%
7070	Unemployment	50,000	-	37,788	45,965	4,035	91.9%
Total Personnel Services		**$ 78,581,859**	**$ 5,899,202**	**$ 191,928**	**$ 38,696,960**	**$ 39,884,899**	**49.2%**
7110	Office Supplies	$ 251,429	$ 16,814	$ -	$ 90,504	$ 160,925	36.0%
7130	Building Supplies	178,745	13,756	91,071	155,633	23,112	87.1%
7140	Wearing Apparel	800,771	24,172	239,254	415,510	385,261	51.9%
7160	Vehicle Operations	2,285,457	144,480	24,762	1,141,461	1,143,996	49.9%
7170	Vehicle Repairs	466,270	24,486	8,371	125,732	340,538	27.0%
7180	Equipment Repairs	601,596	20,862	151,838	277,589	324,007	46.1%
7190	Radio Repairs	24,582	-	-	2,247	22,335	9.1%
7200	Other Operating Supplies	1,713,926	161,573	278,408	959,269	754,658	56.0%
7252	Improvements < $5,000	45,500	-	-	-	45,500	0.0%
7253	Furn & Fixtures < $5,000	27,460	-	-	2,970	24,490	10.8%
7254	Mach & Equip < $5,000	1,363,361	17,537	463,669	694,002	669,359	50.9%
Total Supplies		**$ 7,759,097**	**$ 423,680**	**$ 1,257,373**	**$ 3,864,918**	**$ 3,894,180**	**49.8%**
8010	Utilities	$ 2,731,063	$ 214,688	$ -	$ 1,074,314	$ 1,656,749	39.3%
8020	Insurance & Bonds	1,249,368	3,000	-	1,226,941	22,427	98.2%
8029	Advertising	9,000	-	-	-	9,000	0.0%
8030	Legal Services	104,465	5,078	-	19,206	85,259	18.4%
8031	Consulting Services	360,800	14,605	99,508	123,973	236,827	34.4%
8033	Landscaping & Mowing	1,640,723	61,264	1,100,459	1,618,029	22,694	98.6%
8035	Contract Labor	967,522	45,687	203,633	434,573	532,949	44.9%
8036	Building Maintenance	1,318,030	84,601	664,035	1,111,910	206,120	84.4%
8038	Engineering & Environmental Services	401,269	7,853	80,365	109,784	291,485	27.4%
8040	Leased Equipment	182,353	10,673	63,680	117,824	64,529	64.6%
8041	Software Agreements	2,647,442	4,199	856,996	1,899,089	748,353	71.7%
8050	Travel & Training	776,429	70,473	17,540	290,919	485,510	37.5%
8054	Transit Downtown Circulator Program	-	-	-	3,448	(3,448)	N/A
8055	Transit Capital Cost of Contracting	-	2,917	20,417	35,000	(35,000)	N/A
8056	Transit Planning	43,220	773	151	25,992	17,228	60.1%
8057	Transit Operating Assistance	180,433	1,225	1,225	2,450	177,983	1.4%
8058	Transit ADA	115,979	-	-	-	115,979	0.0%
8059	Transit Commuter Bus Service	774,162	197,690	528,050	725,740	48,422	93.7%
8060	Contract Services	10,349,009	2,426,140	2,518,073	7,936,433	2,412,576	76.7%
8063	Incentives	153,938	-	-	-	153,938	0.0%
8064	Credit Card Fees	227,702	25,446	-	143,684	84,018	63.1%
8065	Investment Expense	600	50	-	50	550	8.3%
8070	Elections	186,340	2,075	-	2,075	184,265	1.1%
8350	Newspaper Legal Notices	44,485	1,470	-	7,247	37,238	16.3%
8360	Legislative Services	104,500	8,683	43,117	95,517	8,983	91.4%
8520	Transfer Out	10,338,113	4,294,588	-	6,636,713	3,701,400	64.2%
Total Contractual		**$ 34,906,945**	**$ 7,483,179**	**$ 6,197,248**	**$ 23,640,911**	**$ 11,266,034**	**67.7%**
9020	Buildings > $5,000	305,000	-	-	-	305,000	0.0%
9030	Improvements > $5,000	1,539,138	-	55,130	253,016	1,286,122	16.4%
9050	Mach & Equip > $5,000	522,149	104,203	432,249	802,423	(280,274)	153.7%
9060	Vehicles > $5,000	346,594	-	27,870	67,442	279,152	19.5%
Total Capital Outlay		**$ 2,712,881**	**$ 104,203**	**$ 515,249**	**$ 1,122,881**	**$ 1,590,000**	**41.4%**
Inventory Adjustments		**$ -**	**$ (107,159)**	**$ 1,883,681**	**$ 1,709,228**	**$ (1,709,228)**	**N/A**
TOTAL EXPENDITURES BY ACCT.		**$ 123,960,782**	**$ 13,803,105**	**$ 10,045,479**	**$ 69,034,897**	**$ 54,925,885**	**55.7%**

Monthly Financial Summary Report
March 2024

Water & Sewer Operating-Revenues

		FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
5100	Water Charges	$ 18,366,345	$ 1,487,492	$ -	$ 9,482,994	$ 8,883,351	51.6%
5105	Groundwater Conser. Fee	271,382	19,945	-	127,386	143,996	46.9%
5110	Sewer Charges	24,750,101	2,166,873	-	13,157,335	11,592,766	53.2%
5115	Surface Water Charges	16,011,081	1,132,083	-	7,292,372	8,718,709	45.5%
5120	Water Taps	785,919	126,573	-	528,222	257,697	67.2%
5130	Sewer Taps	70,895	1,700	-	22,345	48,550	31.5%
5140	Reconnects	4,068	520	-	2,025	2,043	49.8%
5150	Service Charges	680,711	69,552	-	391,450	289,261	57.5%
5170	Special Revenue/W&S	29,411	-	-	-	29,411	0.0%
5180	Pretreatment Fees	281,383	24,097	-	142,023	139,360	50.5%
6020	Penalty & Interest	679,660	70,399	-	350,805	328,855	51.6%
Total Charges for Service		**$ 61,930,956**	**$ 5,099,234**	**$ -**	**$ 31,496,956**	**$ 30,434,000**	**50.9%**
6010	Interest On Investments	662,420	175,617	-	1,028,785	(366,365)	155.3%
Total Interest		**$ 662,420**	**$ 175,617**	**$ -**	**$ 1,028,785**	**$ (366,365)**	155.3%
6030	Lease Income	1,650	-	-	150	1,500	9.1%
6060	Unanticipated Revenues	77,545	70	-	4,934	72,611	6.4%
6070	Short & Over	-	(3)	-	64	(64)	N/A
Total Interest and Penalty		**$ 79,195**	**$ 67**	**$ -**	**$ 5,148**	**$ 74,047**	**6.5%**
6106	Intergovernmental - Local	$ 2,631,176	$ 207,036	$ -	$ 1,478,651	$ 1,152,525	56.2%
6108	Intergovernmental - Federal	12,854	-	-	-	12,854	0.0%
Total Intergovernmental		**$ 2,644,030**	**$ 207,036**	**$ -**	**$ 1,478,651**	**$ 1,165,379**	**55.9%**
6550	Transfer In	40,793	3,399	-	20,397	20,396	50.0%
Total Non-Operating Revenues		**$ 40,793**	**$ 3,399**	**$ -**	**$ 20,397**	**$ 20,396**	**50.0%**
TOTAL W&S OPERATING REV.		**$ 65,357,394**	**$ 5,485,354**	**$ -**	**$ 34,029,937**	**$ 31,327,457**	**52.1%**

Water & Sewer Operating-Expenditures by Department

	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Utility Billing	$ 2,841,955	$ 259,693	$ 299,201	$ 1,840,930	$ 1,001,025	64.8%
Public Works	2,829,748	186,499	480,470	1,367,055	1,462,693	48.3%
Water	6,496,867	531,346	1,081,216	4,189,267	2,307,600	64.5%
Surface Water	18,507,265	1,486,757	11,427,446	19,802,975	(1,295,710)	107.0%
Conroe Central Wastewater Plant	2,121,045	136,892	249,234	1,210,120	910,925	57.1%
Southwest Wastewater Treatment Plant	3,336,458	249,436	500,705	1,972,342	1,364,116	59.1%
Sewer	3,073,461	150,426	692,133	1,722,961	1,350,500	56.1%
Pump and Motor Maintenance	1,475,788	125,449	74,691	719,642	756,146	48.8%
Non-Departmental	33,085,851	2,073,076	126,818	24,499,873	8,585,978	74.0%
TOTAL EXPENDITURES BY DEPT.	**$ 73,768,438**	**$ 5,199,575**	**$ 14,931,914**	**$ 57,325,164**	**$ 16,443,274**	**77.7%**

Monthly Financial Summary Report
March 2024

Water & Sewer Operating-Expenditures by Account							
		FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
7010	Salaries	$ 5,990,107	$ 418,035	$ -	$ 2,768,112	$ 3,221,995	46.2%
7012	Salaries - Part Time	39,340	1,437	-	13,677	25,663	34.8%
7020	Overtime	303,773	27,491	-	279,539	24,234	92.0%
7025	Social Security	472,590	33,100	-	226,534	246,056	47.9%
7030	Retirement & Pension	1,032,039	75,517	-	514,433	517,606	49.8%
7035	Workers' Compensation	65,349	-	-	64,430	919	98.6%
7040	Insurance	1,292,013	107,668	-	646,007	646,007	50.0%
7041	OPEB Retiree Insurance ADC	296,014	24,668	-	148,007	148,007	50.0%
7070	Unemployment	50,000	-	37,788	44,738	5,262	89.5%
Total Personnel Services		**$ 9,541,225**	**$ 687,915**	**$ 37,788**	**$ 4,705,477**	**$ 4,835,748**	**49.3%**
7110	Office Supplies	$ 41,649	$ 1,693	$ -	$ 9,832	$ 31,817	23.6%
7140	Wearing Apparel	57,450	4,300	12,226	41,434	16,016	72.1%
7160	Vehicle Operations	292,984	25,855	-	202,368	90,616	69.1%
7170	Vehicle Repairs	54,620	1,576	-	36,999	17,621	67.7%
7180	Equipment Repairs	696,719	30,771	91,560	241,008	455,711	34.6%
7190	Radio Repairs	1,100	-	-	-	1,100	0.0%
7200	Other Operating Supplies	2,445,730	196,393	553,235	1,610,158	835,572	65.8%
7252	Improvements < $5,000	560,896	104,339	-	480,817	80,079	85.7%
7254	Mach & Equip < $5,000	54,900	-	14,004	15,550	39,350	28.3%
7255	Vehicles < $5,000	3,000	-	-	-	3,000	0.0%
Total Supplies		**$ 4,209,048**	**$ 364,927**	**$ 671,024**	**$ 2,638,165**	**$ 1,570,883**	**62.7%**
8010	Utilities	$ 2,619,937	$ 197,848	$ -	$ 1,060,382	$ 1,559,555	40.5%
8020	Insurance & Bonds	132,000	-	-	121,970	10,030	92.4%
8030	Legal Services	550,000	28,539	416,552	459,206	90,794	83.5%
8031	Consulting Services	550,000	-	-	-	550,000	0.0%
8033	Landscaping & Mowing	226,757	18,552	107,121	199,881	26,876	88.1%
8035	Contract Labor	511,500	1,207	489,102	490,309	21,191	95.9%
8036	Building Maintenance	128,400	3,952	71,079	114,078	14,322	88.8%
8038	Engineering & Environmental Services	75,000	-	-	-	75,000	0.0%
8040	Leased Equipment	49,720	1,581	12,593	25,919	23,801	52.1%
8041	Software Agreements	146,650	80	69,763	160,938	(14,288)	109.7%
8050	Travel & Training	134,230	3,252	-	25,338	108,892	18.9%
8060	Contract Services	24,343,069	3,526,131	12,455,584	25,585,882	(1,242,813)	105.1%
8064	Credit Card Fees	443,556	42,435	-	282,068	161,488	63.6%
8350	Newspaper Legal Notices	5,500	1,886	-	3,190	2,310	58.0%
8520	Transfer Out	26,061,794	93,666	-	19,235,795	6,825,999	73.8%
8530	Gross Receipts	2,515,107	209,592	-	1,257,554	1,257,554	50.0%
Total Contractual		**$ 58,493,220**	**$ 4,128,721**	**$ 13,621,793**	**$ 49,022,509**	**$ 9,470,711**	**83.8%**
9030	Improvements > $5,000	$ 1,464,945	$ -	$ 543,365	$ 864,216	$ 600,729	59.0%
9050	Mach & Equip > $5,000	-	18,025	57,943	94,517	(94,517)	N/A
9510	Accounts Charged Off	60,000	(12)	-	279	59,721	0.5%
Total Capital Outlay		**$ 1,524,945**	**$ 18,013**	**$ 601,308**	**$ 959,012**	**$ 565,933**	**62.9%**
TOTAL EXPENDITURES BY ACCT.		**$ 73,768,438**	**$ 5,199,575**	**$ 14,931,914**	**$ 57,325,164**	**$ 16,443,274**	**77.7%**

Monthly Financial Summary Report
March 2024

CIDC

		FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
REVENUES							
4040	Sales Tax	$ 17,146,376	$ 1,187,743	$ -	$ 8,644,225	$ 8,502,151	50.4%
6010	Interest	100,000	149,904	-	692,134	(592,134)	692.1%
6030	Lease Income	1,000	609	-	3,027	(2,027)	302.7%
6035	Land Sales	-	-	-	3,221,324	(3,221,324)	N/A
TOTAL REVENUE		**$ 17,247,376**	**$ 1,338,257**	**$ -**	**$ 12,560,710**	**$ 4,686,666**	**72.8%**
EXPENDITURES							
7010	Salaries	$ 580,049	$ 43,157	$ -	$ 271,621	308,428	46.8%
7020	Overtime	-	11	-	44	(44)	N/A
7025	Social Security	41,567	3,237	-	19,186	22,381	46.2%
7030	Retirement & Pension	97,041	7,317	-	45,709	51,332	47.1%
7035	Workers' Compensation	783	-	-	772	11	98.6%
7040	Insurance	72,585	7,419	-	44,515	28,070	61.3%
7041	OPEB Retiree Insurance	16,445	1,370	-	8,223	8,222	50.0%
Total Personnel Services		**$ 808,470**	**$ 62,512**	**$ -**	**$ 390,069**	**$ 418,401**	**48.2%**
7110	Office Supplies	$ 10,000	$ 650	$ -	$ 4,033	$ 5,967	40.3%
7130	Building Supplies	1,000	-	-	-	1,000	0.0%
7140	Wearing Apparel	1,000	-	-	-	1,000	0.0%
7180	Equipment Repairs	1,500	430	-	1,671	(171)	111.4%
7200	Other Operating Supplies	1,000	28	-	734	266	73.4%
7253	Furn & Fixtures < $5,000	5,000	-	-	-	5,000	0.0%
Total Supplies		**$ 19,500**	**$ 1,108**	**$ -**	**$ 6,438**	**$ 13,062**	**33.0%**
8010	Utilities	$ 16,000	$ 1,251	$ -	$ 6,663	$ 9,337	41.6%
8029	Advertising	60,000	4,500	7,000	55,805	4,195	93.0%
8031	Consulting Services	58,500	2,500	33,215	50,000	8,500	85.5%
8033	Landscaping & Mowing	120,000	7,390	84,740	106,090	13,910	88.4%
8040	Leased Equipment	3,600	252	-	854	2,746	23.7%
8041	Software Agreements	68,200	1,307	9,000	47,646	20,554	69.9%
8050	Travel & Training	90,582	4,089	-	70,098	20,484	77.4%
8051	Travel for Sales and Marketing	34,000	3,875	-	4,802	29,198	14.1%
8060	Contract Services	206,172	8,050	-	37,809	168,363	18.3%
8063	Incentives	1,714,638	-	-	236,900	1,477,738	13.8%
8350	Legal Newspaper Notices	1,000	47	-	47	953	4.7%
8520	Transfer Out	13,396,967	673,017	-	3,642,564	9,754,403	27.2%
Total Contractual		**$ 15,769,659**	**$ 706,277**	**$ 133,955**	**$ 4,259,277**	**$ 11,510,382**	**27.0%**
9030	Improvements > $5,000	$ 22,800	$ -	$ -	$ 22,800	$ -	100.0%
9600	Principal	4,455,000	-	-	-	4,455,000	0.0%
9610	Interest	1,993,714	-	-	996,792	996,922	50.0%
9615	Handling Charges	-	-	-	150	(150)	N/A
Total Capital Outlay		**$ 6,471,514**	**$ -**	**$ -**	**$ 1,019,742**	**$ 5,451,772**	**15.8%**
TOTAL EXPENDITURES		**$ 23,069,143**	**$ 769,897**	**$ 133,955**	**$ 5,675,526**	**$ 17,393,617**	**24.6%**
CIDC CIP Fund 2019 Sales Tax Revenue Bonds							
Revenues		$ -	$ 6,672	$ -	$ 65,291	$ (65,291)	N/A
Expenditures		$ 2,815,000	$ 385,155	$ 944,394	$ 2,822,564	$ (7,564)	100.3%

Other Operating Funds

	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Water & Sewer Debt Service						
Revenues	$ 25,104,831	$ -	$ -	$ 19,080,439	$ 6,024,392	76.0%
Expenditures	$ 25,104,831	$ -	$ -	$ 19,080,439	$ 6,024,392	76.0%
Water & Sewer Revenue Reserve						
Revenues	$ -	$ 13,208	$ -	$ 77,861	$ (77,861)	N/A
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A

Monthly Financial Summary Report
March 2024

Other Operating Funds - continued	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Convention Center Debt Service						
Revenues	$ 754,550	$ 24,962	$ -	$ 492,583	$ 261,967	65.3%
Expenditures	$ 754,550	$ -	$ -	$ 449,025	$ 305,525	59.5%
Vehicle & Equipment Replacement (VERF)						
Revenues	$ 4,711,543	$ 517,964	$ -	$ 2,637,633	$ 2,073,910	56.0%
Expenditures	$ 5,482,351	$ 571,586	$ 5,056,385	$ 6,440,757	$ (958,406)	117.5%
Water & Sewer Vehicle & Equip. Replacement (VERF)						
Revenues	$ 547,413	$ 47,143	$ -	$ 287,670	$ 259,743	52.6%
Expenditures	$ 100,000	$ 202,101	$ 31,870	$ 354,668	$ (254,668)	354.7%
Technology Replacement (TERF)						
Revenues	$ 1,110,000	$ 97,912	$ -	$ 564,762	$ 545,238	50.9%
Expenditures	$ 1,001,732	$ -	$ -	$ -	$ 1,001,732	0.0%
Fleet Services						
Revenues	$ 3,491,080	$ 147,544	$ -	$ 1,209,695	$ 2,281,385	34.7%
Expenditures	$ 3,555,120	$ 215,785	$ 22,758	$ 1,363,122	$ 2,191,998	38.3%
Hotel Occupancy Tax						
Revenues	$ 3,539,508	$ 279,628	$ -	$ 1,515,761	$ 2,023,747	42.8%
Expenditures	$ 3,287,252	$ 45,711	$ 218,022	$ 1,193,056	$ 2,094,196	36.3%
CDBG Entitlement						
Revenues	$ 719,914	$ -	$ -	$ 19,483	$ 700,431	2.7%
Expenditures	$ 719,914	$ 83,062	$ 2,881	$ 105,729	$ 614,185	14.7%
OJJCC Volunteer's Inc.						
Revenues	$ -	$ -	$ -	$ 5,200	$ (5,200)	N/A
Expenditures	$ -	$ -	$ -	$ 5,384	$ (5,384)	N/A
Woodlands Township Regional Participation						
Revenues	$ -	$ 1,689	$ -	$ 31,211	$ (31,211)	N/A
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Retirement Healthcare Plan						
Revenues	$ -	$ 260,081	$ -	$ 3,486,109	$ (3,486,109)	N/A
Expenditures	$ -	$ 7,100	$ -	$ 253,125	$ (253,125)	N/A
Self Funded Insurance						
Revenues	$ 12,829,250	$ 1,582,566	$ -	$ 7,751,714	$ 5,077,536	60.4%
Expenditures	$ 13,609,244	$ 1,156,395	$ 1,931,525	$ 8,793,071	$ 4,816,173	64.6%
PID Assessments						
Revenues	$ -	$ 3,160	$ -	$ 451,727	$ (451,727)	N/A
Expenditures	$ -	$ -	$ -	$ 1,440	$ (1,440)	N/A
Longmire Creek Estates PID						
Revenues	$ 84,000	$ 530	$ -	$ 82,552	$ 1,448	98.3%
Expenditures	$ 64,912	$ 4,894	$ -	$ 29,666	$ 35,246	45.7%
Wedgewood Falls PID						
Revenues	$ 185,000	$ 1,129	$ -	$ 181,708	$ 3,292	98.2%
Expenditures	$ 130,668	$ 9,889	$ -	$ 59,634	$ 71,034	45.6%
Shadow Lakes PID						
Revenues	$ 190,000	$ 7,390	$ -	$ 186,565	$ 3,435	98.2%
Expenditures	$ 179,809	$ 14,051	$ -	$ 84,605	$ 95,205	47.1%
Chase Run PID						
Revenues	$ -	$ 2,421	$ -	$ 307,704	$ (307,704)	N/A
Expenditures	$ -	$ -	$ -	$ 900	$ (900)	N/A

Monthly Financial Summary Report
March 2024

Other Operating Funds - continued

	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Canyon Creek PID						
Revenues	$ -	$ 576	$ -	$ 100,573	$ (100,573)	N/A
Expenditures	$ -	$ -	$ -	$ 300	$ (300)	N/A
Firearms Training Facility						
Revenues	$ 37,500	$ 47,000	$ -	$ 47,000	$ (9,500)	125.3%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Municipal Court Technology						
Revenues	$ 29,618	$ 3,917	$ -	$ 19,645	$ 9,973	66.3%
Expenditures	$ 8,400	$ 24,120	$ 47,840	$ 76,305	$ (67,905)	908.4%
Municipal Court Building Security						
Revenues	$ 35,333	$ 4,739	$ -	$ 23,776	$ 11,557	67.3%
Expenditures	$ 33,696	$ 450	$ -	$ 2,450	$ 31,246	7.3%
Local Youth Diversion						
Revenues	$ 36,836	$ 4,819	$ -	$ 24,337	$ 12,499	66.1%
Expenditures	$ 35,500	$ 388	$ -	$ 388	$ 35,112	1.1%
Municipal Court Efficiency						
Revenues	$ 627	$ 36	$ -	$ 178	$ 449	28.4%
Expenditures	$ 4,000	$ -	$ -	$ -	$ 4,000	0.0%
Municipal Court Truancy Prevention						
Revenues	$ 853	$ 62	$ -	$ 277	$ 576	32.5%
Expenditures	$ 5,000	$ 1,595	$ -	$ 2,213	$ 2,787	44.3%
Municipal Jury Fund						
Revenues	$ 615	$ 95	$ -	$ 476	$ 139	77.4%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
MC Time Payment Reimbursement						
Revenues	$ 10,504	$ 2,244	$ -	$ 11,068	$ (564)	105.4%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Animal Shelter Reserve						
Revenues	$ 183,555	$ 1,855	$ -	$ 37,108	$ 146,447	20.2%
Expenditures	$ 13,250	$ -	$ -	$ -	$ 13,250	0.0%
FY18 Section 5307 Grant						
Revenues	$ 143,025	$ -	$ -	$ 100,587	$ 42,438	70.3%
Expenditures	$ 143,025	$ -	$ -	$ 100,587	$ 42,438	70.3%
FY19 Section 5307 Grant						
Revenues	$ 230,373	$ -	$ -	$ 80,397	$ 149,976	34.9%
Expenditures	$ 230,373	$ 15,443	$ -	$ 103,806	$ 126,567	45.1%
FY20 Section 5307 Grant						
Revenues	$ 476,755	$ -	$ -	$ 32,070	$ 444,685	6.7%
Expenditures	$ 476,755	$ 5,865	$ -	$ 37,935	$ 438,820	8.0%
FY21 Section 5307 Grant						
Revenues	$ 150,000	$ -	$ -	$ -	$ 150,000	0.0%
Expenditures	$ 150,000	$ 3,090	$ 94,810	$ 100,107	$ 49,893	66.7%
American Rescue Plan Act of 2021-FTA						
Revenues	$ 244,168	$ -	$ -	$ 104,751	$ 139,417	42.9%
Expenditures	$ 244,168	$ 53,540	$ -	$ 164,121	$ 80,047	67.2%
FY17-18 Section 5310 Grant						
Revenues	$ 128,645	$ -	$ -	$ -	$ 128,645	0.0%
Expenditures	$ 128,645	$ -	$ -	$ -	$ 128,645	0.0%
FY19-20 Section 5310 Grant						
Revenues	$ 139,320	$ 18,821	$ -	$ 52,930	$ 86,390	38.0%
Expenditures	$ 139,320	$ 18,284	$ 62,626	$ 115,556	$ 23,764	82.9%

Monthly Financial Summary Report
March 2024

Other Operating Funds - continued

	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
FY23 Section 5310 Grant						
Revenues	$ 66,032	$ -	$ -	$ -	$ 66,032	0.0%
Expenditures	$ 66,032	$ 66,032	$ -	$ 66,032	$ -	100.0%
FY17-18 Section 5339 Grant						
Revenues	$ 81,670	$ -	$ -	$ -	$ 81,670	0.0%
Expenditures	$ 81,670	$ -	$ -	$ -	$ 81,670	0.0%
FY19-20 Section 5339 Grant						
Revenues	$ 125,141	$ -	$ -	$ -	$ 125,141	0.0%
Expenditures	$ 125,141	$ -	$ -	$ -	$ 125,141	0.0%
FY20 Section 5339 Grant						
Revenues	$ 896,000	$ -	$ -	$ -	$ 896,000	0.0%
Expenditures	$ 896,000	$ -	$ -	$ -	$ 896,000	0.0%
CLRF - American Rescue Act						
Revenues	$ -	$ 19,889	$ -	$ 158,536	$ (158,536)	N/A
Expenditures	$ 6,584,000	$ 192,564	$ 3,375,381	$ 6,404,268	$ 179,732	97.3%
State Public Transportation Grant						
Revenues	$ 78,612	$ -	$ -	$ -	$ 78,612	0.0%
Expenditures	$ 78,612	$ -	$ -	$ -	$ 78,612	0.0%
CDBG MIT Regional Method						
Revenues	$ 813,780	$ -	$ -	$ -	$ 813,780	0.0%
Expenditures	$ 813,780	$ 54,600	$ 703,300	$ 813,780	$ -	100.0%
Conroe Local Government Corporation						
Revenues	$ -	$ 12,159	$ -	$ 79,733	$ (79,733)	N/A
Expenditures	$ 2,396,462	$ 329,638	$ 30,000	$ 833,975	$ 1,562,487	34.8%

Capital Funds

	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
TIRZ#3						
Revenues	$ 6,705,886	$ 3,852,466	$ -	$ 4,010,539	$ 2,695,347	59.8%
Expenditures	$ 3,901,292	$ 325,108	$ -	$ 1,950,646	$ 1,950,646	50.0%
W&S CIP Fund, CO 2018B						
Revenues	$ -	$ 11,518	$ -	$ 69,607	$ (69,607)	N/A
Expenditures	$ 1,595,000	$ 69,401	$ 1,463,314	$ 1,486,668	$ 108,332	93.2%
W&S CIP Fund, CO 2019B						
Revenues	$ -	$ 10,196	$ -	$ 59,757	$ (59,757)	N/A
Expeditures	$ 70,000	$ -	$ 69,939	$ 69,939	$ 61	99.9%
W&S CIP Fund, CO 2020C						
Revenues	$ -	$ 5,594	$ -	$ 34,452	$ (34,452)	N/A
Expeditures	$ 1,086,000	$ -	$ 495,542	$ 560,692	$ 525,308	51.6%
W&S CIP Fund, CO 2021C						
Revenues	$ 9,668,000	$ 365,359	$ -	$ 1,303,623	$ 8,364,377	13.5%
Expenditures	$ 11,173,000	$ 949,330	$ 9,038,682	$ 10,784,419	$ 388,581	96.5%
W&S CIP Fund, CO 2022C						
Revenues	$ 476,000	$ 333,695	$ -	$ 1,531,781	$ (1,055,781)	321.8%
Expenditures	$ 42,686,000	$ 756,348	$ 17,875,098	$ 21,168,833	$ 21,517,167	49.6%
W&S CIP Fund, CO 2024						
Revenues	$ 42,345,000	$ 165,976	$ -	$ 36,639,239	$ 5,705,761	86.5%
Expenditures	$ 42,345,000	$ 2,000	$ 6,681,515	$ 6,705,640	$ 35,639,360	15.8%

Monthly Financial Summary Report
March 2024

Capital Funds - continued	FY 2024 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
CIP Fund, CO 2018A						
Revenues	$ 1,990,000	$ 30,592	$ -	$ 213,306	$ 1,776,694	10.7%
Expenditures	$ 7,200,000	$ 259,120	$ 5,019,279	$ 6,919,791	$ 280,209	96.1%
CIP Fund, CO 2019A						
Revenues	$ -	$ 30,589	$ -	$ 199,875	$ (199,875)	N/A
Expenditures	$ 6,915,000	$ 686,932	$ 1,559,229	$ 2,978,987	$ 3,936,013	43.1%
Convention Center						
Revenues	$ -	$ 4,683	$ -	$ 29,751	$ (29,751)	N/A
Expenditures	$ 828,000	$ -	$ 888,890	$ 829,458	$ (1,458)	100.2%
CIP Fund, CO 2020B						
Revenues	$ -	$ 29,603	$ -	$ 176,287	$ (176,287)	N/A
Expenditures	$ 4,570,000	$ 74,503	$ 2,860,917	$ 3,045,654	$ 1,524,346	66.6%
CIP Fund, CO 2021B						
Revenues	$ -	$ 38,122	$ -	$ 247,338	$ (247,338)	N/A
Expenditures	$ 8,921,000	$ 734,533	$ 1,720,469	$ 3,586,766	$ 5,334,234	40.2%
CIP Fund, CO 2022A						
Revenues	$ 696,000	$ 113,421	$ -	$ 801,619	$ (105,619)	115.2%
Expenditures	$ 30,076,000	$ 2,022,077	$ 22,206,947	$ 30,076,654	$ (654)	100.0%
CIP Fund, CO 2022B						
Revenues	$ 428,000	$ 348,163	$ -	$ 1,463,859	$ (1,035,859)	342.0%
Expenditures	$ 45,570,000	$ 1,248,446	$ 10,649,407	$ 15,497,634	$ 30,072,366	34.0%
Hotel & Convention Center CIDC Loan						
Revenues	$ -	$ 1,158	$ -	$ 13,492	$ (13,492)	N/A
Expenditures	$ 528,000	$ -	$ 167,229	$ 473,849	$ 54,151	89.7%
CIP Fund, CO 2023A						
Revenues	$ 15,676,000	$ 38,608	$ -	$ 8,532,786	$ 7,143,214	54.4%
Expenditures	$ 15,676,000	$ -	$ 167,906	$ 215,981	$ 15,460,019	1.4%

Monthly Financial Summary Report

March 2024

Capital Improvement Program (CIP) Projects	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Streets Projects					
Roadway Trans - Wilson Road E. Widening (IH-45 to Frazier)	914	$ 5,646,000	$ 5,646,595	$ (595)	100.0%
Road Widening with Improvements - Old Conroe Road South	G58	11,990,000	5,129,889	6,860,111	42.8%
Street Rehab - Tanglewood-Briarwood Phase 1A	G85	3,759,000	2,254,229	1,504,771	60.0%
Road Widening w/Improvements - TIRZ #3 - Old Conroe Road North	H31	14,515,000	5,129,889	9,385,111	35.3%
Street Rehab - Sunset Ridge	H42	2,931,000	2,275,939	655,061	77.7%
Hike & Bike Trail - Alligator Creek - Option 1	H48	2,224,000	971,744	1,252,256	43.7%
Underground Electrical Conversion - Downtown Alleys	I01	7,421,000	7,089,754	331,246	95.5%
Street Rehab - Tanglewood/Briarwood Phase 2A	I03	1,551,000	-	1,551,000	0.0%
Street Realignment-Dallas and Roberson Intersection	I04	845,000	730,480	114,520	86.4%
Sidewalk - Dallas, San Jacinto and North Thompson	I06	142,000	97,014	44,986	68.3%
Sidewalk - Davis - From Pacific to 10th Street	I07	1,561,000	1,561,406	(406)	100.0%
Sidewalks - Longmire Way	I08	247,000	77,601	169,399	31.4%
Street Rehab - Tanglewood/Briarwood Phase 1B	I32	4,582,000	4,582,376	(376)	100.0%
Street Rehab - Lake Conroe Forest Phase 1	I33	4,750,000	3,893,104	856,896	82.0%
Street Rehab - Rivershire Area	I52	3,671,000	3,671,213	(213)	100.0%
Roadway Extension - David Memorial	I59	1,525,000	-	1,525,000	0.0%
Street Rehab - Service Center Area	I60	4,120,000	3,225,477	894,523	78.3%
Street Rehab - East Semands Street	I78	4,632,000	-	4,632,000	0.0%
Roadway Extension - Pacific Street	I85	680,000	151,142	528,858	22.2%
Street Rehab - Lake Conroe Forest Phase 2	I91	248,000	149,100	98,900	60.1%
Street Rehab - Tanglewood-Briarwood Phase 2B	I92	89,000	10,506	78,494	11.8%
Street Rehab - Glenwood Park	I93	2,320,000	-	2,320,000	0.0%
Street Rehab - Valwood Area - Congressional Earmark	I94	5,218,000	-	5,218,000	0.0%
Street Rehab and Drainage Upgrades -FM 1488 Area -Congressional Earmark	I95	1,360,000	56,375	1,303,625	4.1%
Subtotal		**$ 86,027,000**	**$ 46,703,833**	**$ 39,323,167**	**54.3%**

Monthly Financial Summary Report

March 2024

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Facilities Projects					
Flood Protection-Police Training Facility/Gun Range	H30	$ 1,752,000	$ 1,760,423	$ (8,423)	100.5%
Conroe Headquarters Hotel	H90	10,194,060	10,139,975	54,085	99.5%
Conroe Convention Center & Parking Garage	H91	32,333,000	32,333,475	(475)	100.0%
City Hall 1st Floor Improvements	I26	500,000	121,556	378,444	24.3%
Fire Department - Fire Station #8	I37	9,779,000	1,551,412	8,227,588	15.9%
Police Station - Parking Lot Expansion and Improvements	I79	1,179,000	85,000	1,094,000	7.2%
Conroe Municipal Center - HVAC Replacements and Upgrades	I80	2,750,000	2,754,852	(4,852)	100.2%
Subtotal		**$ 58,487,060**	**$ 48,746,693**	**$ 9,740,367**	**83.3%**
Signals Projects					
Signal Upgrades - City Wide Flashing Yellow Arrows (5-year Plan)	G94	$ 1,894,000	$ 1,500,619	$ 393,381	79.2%
Signal System Upgrades - City Wide Radars (5-year Plan)	G95	599,000	206,035	392,965	34.4%
Signal Upgrades - Mast Arms (5-year Plan)	I34	1,545,000	-	1,545,000	0.0%
Signal - League Line at Longmire Road	I35	270,000	210,351	59,649	77.9%
Signals Upgrades - IH-45 at North Loop 336	I76	625,000	148,500	476,500	23.8%
Signal - Seven Coves at Farrel Road - CIDC	I77	463,000	408,021	54,979	88.1%
Fiber Connectivity - South Loop 336 - East - Congressional Earmark	I96	1,154,000	-	1,154,000	0.0%
Fiber Connectivity - South Loop 336 - West - Congressional Earmark	I97	1,382,000	-	1,382,000	0.0%
Traffic Signal Upgrade - FM 830 and SH-75	J10	456,000	455,648	352	99.9%
Subtotal		**$ 8,388,000**	**$ 2,929,174**	**$ 5,458,826**	**34.9%**
Parks Projects					
Oscar Johnson, Jr. Community Center	H64	$ 41,509,500	$ 39,872,608	$ 1,636,892	96.1%
Restroom Building for Carl Barton, Jr. Park	I25	205,000	197,230	7,770	96.2%
Westside Recreation Center - HVAC Chiller	TBD	200,000	-	200,000	0.0%
Subtotal		**$ 41,914,500**	**$ 40,069,838**	**$ 1,844,662**	**95.6%**

Monthly Financial Summary Report

March 2024

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Drainage Projects					
Rehab - Alligator Creek Phase 1	I12	$ 5,215,000	$ 4,665,266	$ 549,734	89.5%
Culvert Replacement - Heritage Museum Driveway	I75	315,000	-	315,000	0.0%
Drainage Improvements - Lilly Boulevard	I99	2,295,000	-	2,295,000	0.0%
BRIC-FMA Grants	J11	350,000	-	350,000	0.0%
Subtotal		**$ 8,175,000**	**$ 4,665,266**	**$ 3,509,734**	**57.1%**
Total General Government		**$ 202,991,560**	**$ 143,114,805**	**$ 59,876,755**	**70.5%**
Water Projects					
Water Line Extension - Water Well No. 24 Blending	H05	$ 2,955,000	$ 2,718,847	$ 236,153	92.0%
Water Well & Plant - Pine Lake Cove	I28	2,246,000	2,245,553	447	100.0%
Ameresco AMI/Water Meter Project	I40	16,220,000	15,848,335	371,665	97.7%
Water Plant - Seven Coves Area - CIDC	I43	9,605,000	9,563,062	41,938	99.6%
Water Line Rehab - Conroe Hospital Area	I44	3,419,000	146,668	3,272,332	4.3%
Water Rehab - Tanglewood Phase 2	I46	721,000	721,090	(90)	100.0%
Water Rehab - Sunset Ridge	I47	2,993,000	2,763,657	229,343	92.3%
Water Line Rehab - East Semands Street Area	I48	2,883,000	2,759,005	123,995	95.7%
Water Plant - Moran Ranch - Developer Agreement	I53	11,733,000	11,732,596	404	100.0%
Water Plant - Conroe Industrial Park West - CIDC	I54	11,054,000	10,587,127	466,873	95.8%
Water Plant - Northwest Operational Zone	I66	500,000	-	500,000	0.0%
Water Line Extension - FM 2854 - Developer Agreement - MUD 183	I68	1,625,000	1,625,000	-	100.0%
Water Line Extension-Old Highway 105-Developer Agreement - MUD 183	I69	741,000	741,000	-	100.0%
Water Well Re-Drilling - Plant #6	I82	4,240,000	74,300	4,165,700	1.8%
Water Well Re-Drilling - Plant #14	I83	4,280,000	77,400	4,202,600	1.8%
Water Extension - Old Montgomery Road - Developer Agreement	J01	2,250,000	-	2,250,000	0.0%
Water Line Extension - Dream Center	J02	388,000	-	388,000	0.0%
Water Line Rehab - Park Oak Drive	J03	706,000	-	706,000	0.0%
Subtotal		**$ 78,559,000**	**$ 61,603,640**	**$ 16,955,360**	**78.4%**

Monthly Financial Summary Report

March 2024

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Sewer Projects					
Treatment Plant - Construction of New Plant (Phase 4)	975	$ 73,871,000	$ 71,992,597	$ 1,878,403	97.5%
Gravity Main Replacement - Upper Stewart Creek Phase 1	H55	14,710,000	11,056,333	3,653,667	75.2%
Trunk Line Replacement - Stewarts Creek (Avenue M to Ed Kharbat)	H56	12,926,000	11,893,945	1,032,055	92.0%
Lift Station Consolidation - Area No. 03	H61	1,184,000	679,895	504,105	57.4%
Lift Station Consolidation - Area No. 02	I16	304,000	309,277	(5,277)	101.7%
Wastewater Treatment Plant - Pine Lake Cove	I42	1,129,000	1,128,577	423	100.0%
Trunk Line Rehab-Lower Stewarts Creek-South Loop 336 to IH45	I50	8,500,000	5,967,950	2,532,050	70.2%
Lift Station Upgrade - Camp Silver Springs	I55	1,750,000	1,544,834	205,166	88.3%
Gravity Main Replacement - Silverdale	I56	1,970,000	2,000	1,968,000	0.1%
Gravity Main Replacement - Grand Lake Creek	I57	4,625,000	352,046	4,272,954	7.6%
Lift Station Expansion and Install Force Main - Forest Creek	I58	1,750,000	246,780	1,503,220	14.1%
Gravity Sewer Trunk Line - FM 2854 - Developer Agreement - MUD 183	I71	7,513,000	6,175,140	1,337,860	82.2%
SSOI Program - Section 9	I74	1,342,000	1,342,617	(617)	100.0%
Lift Station Expansion - SH 105 West	I84	2,558,000	57,450	2,500,550	2.2%
SSOI Program - Section 10	J04	850,000	-	850,000	0.0%
Gravity Main Replacement - Downtown Area Phase 2 - North of Highway 105	J05	7,500,000	-	7,500,000	0.0%
Sewer Line Rehab - Rivershire Subdivision	J06	5,000,000	609,500	4,390,500	12.2%
Sewer Line Extension - McCaleb Road	J07	3,640,000	-	3,640,000	0.0%
Lift Station & Force Main Upgrades - Crighton Road	J08	1,800,000	-	1,800,000	0.0%
Lift Station Expansion & Gravity Main Replacement - LaSalle	J09	3,400,000	-	3,400,000	0.0%
Subtotal		**$ 156,322,000**	**$ 113,358,941**	**$ 42,963,059**	**72.5%**
Total Water and Sewer		**$ 234,881,000**	**$ 174,962,581**	**$ 59,918,419**	**74.5%**

Monthly Financial Summary Report
Budget Transfers
March 2024

Transfer From	Transfer To	Purpose	FY 23-24 Budget	March	Transfers To Date	Remaining Transfer
General Fund						
	Tax Increment Reinvestment Zone #3	Allocate revenue from increase in value to correct fund	$ 3,756,871	$ 3,824,854	$ 3,824,854	$ (67,983)
	Water & Sewer Operating	Net Administrative Transfer	40,793	3,399	20,397	20,396
	Vehicle & Equipment Replacement	Police Department Leases	185,700	15,475	92,850	92,850
	Vehicle & Equipment Replacement	Fund future replacement vehicles - Transportation	306,533	25,544	153,267	153,266
	Vehicle & Equipment Replacement	Fund future replacement vehicles - Fire	2,000,000	166,667	1,000,000	1,000,000
	Vehicle & Equipment Replacement	Fund future replacement vehicles - General	2,078,817	173,235	1,039,409	1,039,409
	Technology Replacement	Fund future replacement computers & equipment	981,261	81,772	490,631	490,631
	GO Debt Service	Debt Service MMD # 1 2019 CO's	236,566	-	-	236,566
	Convention Center Debt Service	Convention Center Debt Service 2021A CO's	55,572	3,642	15,308	40,264
	CIP Fund, 2022A	Increased project costs for Oscar Johnson Jr. Community Center transfer from Tree Mitigation funds (H64)	696,000	-	-	696,000
Total- General Fund			**$ 10,338,113**	**$ 4,294,588**	**$ 6,636,714**	**$ 3,701,399**
Water & Sewer Operating						
	Water & Sewer Debt Service	Debt service (Nov & May)	$ 24,937,797	$ -	$ 18,621,105	$ 6,316,692
	W & S Vehicle & Equipment Repl.	Fund future replacement vehicles and equipment	480,641	40,053	240,321	$ 240,320
	Technology Replacement	Fund future replacement computers & equipment	117,035	9,753	58,518	58,517
	General Fund	Facilities Management	526,321	43,860	263,160	263,161
Total- W/S Operating			**$ 26,061,794**	**$ 93,666**	**$ 19,183,104**	**$ 6,878,690**
Hotel Occupancy Tax						
	Technology Replacement	Fund future replacement computers & equipment	$ 5,202	$ 434	$ 2,601	2,601
	Convention Center Debt Service	Convention Center Debt Service 2021A CO's	457,427	20,106	144,234	313,193
Total - HOT			**$ 462,629**	**$ 20,539**	**$ 146,835**	**$ 315,794**
Conroe Industrial Development Corp.						
	General Obligation Debt Service	Cover principal and interest of parks & rec related debt	$ 440,867	$ 36,739	$ 220,434	$ 220,433
	Water & Sewer Debt Service	Cover principal and interest of Water Well #22 debt, located in Conroe Park North Industrial Park. (Nov & May)	167,034	-	83,517	83,517
	Parks CIP Fund	Signal - Seven Coves at Farrell Road (I77)	428,000	142,640	198,483	229,518
	Technology Replacement	Fund future replacement computers & equipment	6,502	542	3,251	3,251
	Water CIP Fund	Water Plant in the Industrial Park or Seven Coves Area (I43)	9,091,000	356,322	663,365	8,427,635
	Water CIP Fund	Water Plant in Conroe Industrial Park West (I54)	1,053,240	135,560	880,513	172,727
	Convention Center Debt Service	Convention Center Debt Service 2021A CO's	18,524	1,214	5,103	13,421
	GO Debt Service	GO Debt Service - OJJCC 2022A CO's	2,191,800	-	1,587,900	603,900
Total- CIDC			**$ 13,396,967**	**$ 673,017**	**$ 3,642,565**	**$ 9,754,402**
Genral Obligation Debt Service						
	ConventionCenter Debt Service	Convention Center Debt Service 2021A CO's	$ 223,027	$ -	$ 327,940	$ (104,913)
Total- GO Debt Service			**$ 223,027**	**$ -**	**$ 327,940**	**$ (104,913)**
CDBG Entitlement						
	General Fund	Administrative Cost Reimbursement	$ 123,000	$ 62,989	$ 62,989	$ 60,011
Total- CDBG			**$ 123,000**	**$ 62,989**	**$ 62,989**	**$ 60,011**
Longmire Creek Estates PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 58,732	$ 4,894	$ 29,366	$ 29,366
Total- Longmire Creek Estates PID Fund			**$ 58,732**	**$ 4,894**	**$ 29,366**	**$ 29,366**
Wedgewood Falls PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 118,668	$ 9,889	$ 59,334	$ 59,334
Total- Wedgewood Falls PID Fund			**$ 118,668**	**$ 9,889**	**$ 59,334**	**$ 59,334**
Shadow Lakes PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 168,609	$ 14,051	$ 84,305	$ 84,305
Total- Shadow Lakes PID Fund			**$ 168,609**	**$ 14,051**	**$ 84,305**	**$ 84,305**

Monthly Financial Summary Report
Budget Transfers
March 2024

Transfer From	Transfer To	Purpose	FY 23-24 Budget	March	Transfers To Date	Remaining Transfer
Municipal Court Building Security						
	General Fund	Fund portion of MC Security Police Officer	$ 27,446	$ -	$ -	$ 27,446
Total- Municipal Court Building Security			**$ 27,446**	**$ -**	**$ -**	**$ 27,446**
Local Truancy Prevention & Diversion						
	General Fund	Fund Juvenile Case Coordinator	$ 32,750	$ -	$ -	$ 32,750
Total- Municipal Court Juvenile Case Manager			**$ 32,750**	**$ -**	**$ -**	**$ 32,750**
Fleet Services						
	Vehicle & Equipment Replacement	Fund future replacement vehicles and equipment	$ 7,558	$ 630	$ 3,779	$ 3,779
Total- Fleet Services			**$ 7,558**	**$ 630**	**$ 3,779**	**$ 3,779**
TIRZ #3 (Street Improvement)						
	General Obligation Debt Service	Debt Service for TIRZ #3 roadway debt	$ 3,901,292	$ 325,108	$ 1,950,646	$ 1,950,646
Total- TIRZ #3 (Street Improvement)			**$ 3,901,292**	**$ 325,108**	**$ 1,950,646**	**$ 1,950,646**
FY18 Section 5307 Grant						
	General Fund	Payroll Reimbursement - Transit Operations Analyst	$ 118,997	$ -	$ 90,565	$ 28,432
Total- FY18 Section 5307 Grant			**$ 118,997**	**$ -**	**$ 90,565**	**$ 28,432**
FY19 Section 5307 Grant						
	General Fund	Payroll Reimbursement - Transit Operations Analyst	$ 116,121	$ 10,518	$ 72,441	$ 43,680
Total- FY18 Section 5307 Grant			**$ 116,121**	**$ 10,518**	**$ 72,441**	**$ 43,680**
FY20 Section 5307 Grant						
	General Fund	Payroll Reimbursement - Transit Mobility Planner	$ 61,000	$ 5,865	$ 37,935	$ 23,065
Total- FY20 Section 5307 Grant			**$ 61,000**	**$ 5,865**	**$ 37,935**	**$ 23,065**
FY19-20 Section 5310 Grant						
	General Fund	Program Administration Fee	$ 37,312	$ 18,284	$ 18,284	$ 19,028
Total- FY20 Section 5307 Grant			**$ 37,312**	**$ 18,284**	**$ 18,284**	**$ 19,028**
American Rescue Plan Act of 2021-FTA						
	General Fund	Payroll Reimbursement - Transit Operations Analyst	$ -	$ 47,571	$ 146,651	$ (146,651)
			$ -	**$ 47,571**	**$ 146,651**	**$ (146,651)**

Monthly Financial Summary Report
Operating Budget Amendments
March 2024

Number	Date Approved	Department	Purpose	Revenue Account	Revenue Change	Expenditure Account	Expenditure Change
1	1/24/2024	Revenue	Agree to Federal Transit Authority Database	1020-6550	$ 113,896	N/A	N/A
1	1/24/2024	Downtown Development	Arts & Culture Grants budgeted in HOT fund	N/A	N/A	1050-8062	$ (210,000)
1	1/24/2024	IT & Human Resources	KRONOS timekeeping software upgrade	N/A	N/A	1130-8041 1160-8041	$ 118,468
1	1/24/2024	Police	Edward Byrne Memorial Justice Assistance Grant (JAG) Program	N/A	N/A	1204-9050	$ 40,392
1	1/24/2024	Parks	Unspent FY22-23 appropriations for purchase of a boiler pump, motor, etc. at Westside Recreation Center	N/A	N/A	1460-7180	$ 26,767
1	1/24/2024	Parks	Unspent FY22-23 appropriations for replacement of HVAC unit at the Activity Center	N/A	N/A	1410-9050	$ 52,681
1	1/24/2024	Drainage	Unspent FY22-23 appropriations for drainage and dredging projects	N/A	N/A	1530-9030	$ 150,666
1	1/24/2024	Streets	Unspent FY22-23 appropriations for streets and roadway projects	N/A	N/A	1540-9030	$ 1,138,472
1	1/24/2024	Building Inspections & Permits	Unspent FY22-23 appropriations for permitting software	N/A	N/A	1580-9050	$ 298,522
			Total- General Fund		**$ 113,896**		**$ 1,615,968**
1	1/24/2024	Water	Unspent FY22-23 appropriations for booster pump electrical work and water wells rehab	N/A	N/A	2820-9030	$ 294,945
1	1/24/2024	Non-departmental	Payments to Montgomery County Utility Districts #3 & #4 Wastewater Treatment Plant	N/A	N/A	2900-8060	$ 1,850,000
			Total- Water & Sewer Operating		**$ -**		**$ 2,144,945**
1	1/24/2024	CIDC General Fund	Unspent FY22-23 appropriations for street light poles in Deison Park	N/A	N/A	9000-9030	$ 22,800
1	1/24/2024	CIDC General Fund	Water Plant #27 - temporary electrical power	N/A	N/A	9000-8520	$ 108,240
1	1/24/2024	CIDC General Fund	Unspent FY22-23 appropriations for project costs at water plants	N/A	N/A	9000-8520	$ 740,000
			Total- CIDC		**$ -**		**$ 871,040**
1	1/24/2024	Debt Service	Align transfers out with budget	N/A	N/A	1010-8520	$ (37,048)
1	1/24/2024	Debt Service	Limited Tax Refunding Bonds, Series 2023	1010-6112	$ 15,315,195	1010-9621	$ 16,410,000
1	1/24/2024	Debt Service	Agree P&I to actuals	1020-6113	$ 979,271	1010-9600 1010-9610	$ (1,070,835)
			Total- Debt Service Fund		**$ 16,294,466**		**$ 15,339,165**
1	1/24/2024	Transportation	Agree to Federal Transit Authority Database	1044-6108	$ (145,678)	1044-7160/8520	$ (145,678)
			Total - FY18 Section 5307 Grant (TX-2019-087-00)		**$ (145,678)**		**$ (145,678)**
1	1/24/2024	Transportation	Agree to Federal Transit Authority Database	1044-6108	$ 38,842	1044-7160/8520	$ 38,842
			Total - FY19 Section 5307 Grant (TX-2019-085-00)		**$ 38,842**		**$ 38,842**
1	1/24/2024	Transportation	Agree to Federal Transit Authority Database	1044-6108	$ (15,958)	1044-7160/8520	$ (15,958)
			Total- FY20 Section 5307 Grant (TX-2020-153-00)		**$ (15,958)**		**$ (15,958)**
1	1/24/2024	Non-departmental	Establish budget that agrees to the grant funding	1020-6108	$ 813,780	2900-8060	$ 813,780
			Total - CDBG_MIT Regional Method of Distribution Program		**$ 813,780**		**$ 813,780**
1	1/24/2024	Transportation	Establish budget that agrees to the Federal Transit Authority Database	1044-6108	$ 896,000	1044-9060	$ 896,000
			Total - FY20 Section 5339 Grant (TX-2023-104-00)		**$ 896,000**		**$ 896,000**
1	1/24/2024	Transportation	Establish budget that agrees to the Federal Transit Authority Database	1044-6108	$ 128,645	1044-8055 1044-8520	$ 128,645
			Total - FY17-18 Section 5310 Grant (TX-2019-111-00)		**$ 128,645**		**$ 128,645**
1	1/24/2024	Transportation	Agree to Federal Transit Authority Database	1044-6108	$ (127,005)	1044-8055/ 8057/8520	$ (127,005)
			Total - FY19-20 Section 5310 Grant (TX-2021-121-00)		**$ (127,005)**		**$ (127,005)**
1	1/24/2024	Transportation	Establish budget that agrees to the Federal Transit Authority Database	1044-6108	$ 66,032	1044-8055	$ 66,032
			Total - FY21 Section 5310 Grant		**$ 66,032**		**$ 66,032**

Monthly Financial Summary Report
Operating Budget Amendments
March 2024

Number	Date Approved	Department	Purpose	Revenue Account	Revenue Change	Expenditure Account	Expenditure Change
1	1/24/2024	Transportation	Agree grant budget to the amount awarded	1044-6107	$ (8,735)	1044-8060	$ (8,735)
			Total- State Public Transportation Grant		**$ (8,735)**		**$ (8,735)**
1	1/24/2024	CLGC	Align Budget with hotel operating budget	N/A	N/A	7100-8031/8071	$ 2,396,462
			Total- Conroe Local Government Corporation		**$ -**		**$ 2,396,462**
Net Effect	Net Effect				**$ 18,054,285**		**$ 24,013,503**

Monthly Financial Summary Report
Omnibase (Contracted Traffic Fines Collections)
March 2024

	Current Collected	Collected- Past Months	Total Collected	Pending	Payment Plan	Cleared	Total Current Activity	Total Average Monthly Collections	Committed ($331,200 Annually)	Surplus
Oct-23	$ 38,383	$ 26,585	$ 64,969	$ 18,263	$ 35,270	$ 26,260	$ 144,762	$ 64,969	$ 27,600	$ 37,369
Nov-23	28,101	13,941	42,043	18,149	17,894	34,413	112,500	$ 53,506	27,600	14,443
Dec-23	23,974	11,913	35,887	14,277	28,490	40,166	118,820	$ 47,633	27,600	8,287
Jan-24	30,350	18,126	48,476	18,936	36,204	22,997	126,613	$ 47,844	27,600	20,876
Feb-24	45,130	39,187	84,317	21,994	51,522	36,533	194,365	$ 55,138	27,600	56,717
Mar-24	67,520	32,732	100,252	23,014	36,337	77,300	236,903	$ 62,657	27,600	72,652
Apr-24	-	-	-	-	-	-	-	-	27,600	(27,600)
May-24	-	-	-	-	-	-	-	-	27,600	(27,600)
Jun-24	-	-	-	-	-	-	-	-	27,600	(27,600)
Jul-24	-	-	-	-	-	-	-	-	27,600	(27,600)
Aug-24	-	-	-	-	-	-	-	-	27,600	(27,600)
Sep-24	-	-	-	-	-	-	-	-	27,600	(27,600)
Total FY 23	**$ 233,459**	**$ 142,483**	**$ 375,942**	**$ 114,634**	**$ 205,717**	**$ 237,669**	**$ 933,962**	**$ 331,746**	**$ 331,200**	**$ 44,742**
Total FY 23	**$ 458,394**	**$ 262,850**	**$ 721,244**	**$ 230,487**	**$ 234,558**	**$ 818,374**	**$ 2,004,663**	**$ 744,134**	**$ 331,200**	**$ 390,044**
Total FY 22	**539,241**	**293,831**	**833,072**	**224,017**	**290,266**	**732,787**	**2,080,142**	**852,961**	**331,200**	**501,872**
Total FY 21	**568,949**	**304,692**	**873,641**	**220,946**	**306,899**	**468,962**	**1,870,447**	**825,448**	**331,200**	**542,441**
Total FY 20	**498,146**	**287,684**	**785,830**	**192,413**	**305,847**	**538,866**	**1,822,956**	**796,341**	**331,200**	**454,630**
Total FY 19	**565,887**	**279,068**	**844,955**	**289,888**	**491,629**	**480,867**	**2,107,339**	**896,122**	**331,200**	**513,755**
Total FY 18	**553,100**	**273,738**	**826,839**	**256,371**	**260,609**	**361,950**	**1,705,768**	**789,033**	**331,200**	**495,639**
Total FY 17	**838,933**	**351,942**	**1,190,874**	**371,973**	**363,059**	**563,356**	**2,489,263**	**1,210,524**	**331,200**	**859,674**
Total FY 16	**884,437**	**247,456**	**1,131,892**	**226,887**	**376,795**	**470,163**	**2,205,737**	**1,154,987**	**331,200**	**800,692**
Total FY 15	**977,998**	**301,732**	**1,279,730**	**397,633**	**543,603**	**495,216**	**2,716,182**	**1,322,747**	**331,200**	**948,530**
Total FY 14	**1,094,801**	**390,182**	**1,484,983**	**296,622**	**448,505**	**848,920**	**3,079,029**	**1,342,712**	**331,200**	**1,153,783**
Total FY 13	**1,097,414**	**278,945**	**1,376,358**	**396,965**	**469,203**	**1,045,681**	**3,288,207**	**1,210,931**	**331,200**	**1,045,158**
Total FY 12	**969,067**	**192,286**	**1,161,353**	**293,305**	**353,502**	**900,493**	**2,708,653**	**1,169,379**	**331,200**	**830,153**
Total FY 11	**667,938**	**143,990**	**811,928**	**228,763**	**254,360**	**821,199**	**2,116,250**	**777,713**	**331,200**	**480,728**
Total FY 10	**617,616**	**116,058**	**733,675**	**225,665**	**290,719**	**1,219,526**	**2,469,586**	**631,343**	**331,200**	**402,475**
Total FY 09	**601,687**	**83,538**	**685,225**	**100,395**	**225,636**	**729,368**	**1,740,623**	**664,799**	**331,200**	**354,025**
Total FY 08	**611,169**	**72,898**	**684,067**	**72,510**	**286,388**	**699,302**	**1,742,267**	**668,806**	**331,200**	**352,867**
Total FY 07	**528,074**	**80,171**	**608,245**	**278,010**	**457,971**	**525,627**	**1,869,851**	**596,790**	**331,200**	**277,045**
Total FY 06	**478,570**	**69,617**	**548,186**	**822,395**	**513,654**	**670,872**	**2,555,108**	**517,452**	**331,200**	**216,986**
Total FY 05	**310,125**	**78,855**	**388,980**	**468,199**	**455,556**	**575,252**	**1,887,987**	**398,435**	**331,200**	**57,780**
Total FY 04	**51,189**	**4,511**	**55,700**	**103,017**	**48,186**	**111,331**	**364,912**	**43,665**	**-**	**51,189**
Grand Total	**$ 13,146,192**	**$ 4,256,527**	**$ 17,402,718**	**$ 5,811,095**	**$ 7,182,662**	**$ 13,315,780**	**$ 43,758,933**	**$ 16,946,067**	**$ 6,624,000**	**$ 10,774,207**

Notes

Current Collected means the amount that was received in immediate payments due to notices from Omnibase.

Collected - Past Months shows how much was collected in the current month from payment plans established in previous months.

Total Collected is the sum of the "Current Collected" and "Past Due Collected" columns.

Pending indicates cases that are awaiting trial or extensions.

Payment plan shows the amount that will be collected on an approved installment plan.

Cleared is the amount that has been written off due to time served, community service or dismissal.

Total Current Activity represents the sum of current collected, pending, payment plan and cleared.

Total Average Monthly Collections is the sum of the average monthly amount from the Total Collected column for the fiscal year.

Committed is the amount that has been committed for a specific program.

Surplus is the amount collected above the amount committed.

Monthly Financial Summary Report
Self Insurance Fund Report
March 2024

Totals for FY 2024

	Premiums	Stop/Loss & Other Deposits	Total Inflow	Claims	Admin. & Consulting & Misc.	Total Outflow	Monthly Surplus (Deficit)	YTD Surplus (Deficit)	Loss Ratio
October	$ 974,289	$ 163,281	$ 1,137,570	$ 870,497	$ 225	$ 870,722	$ 266,848	$ 266,848	76.5%
November	980,052	36,778	1,016,830	867,960	215,761	1,083,721	(66,892)	199,956	106.6%
December	924,950	362,930	1,287,880	1,073,339	34,949	1,108,288	179,592	379,548	86.1%
January	983,668	135,225	1,118,893	1,196,315	470,432	1,666,748	(547,855)	(168,306)	149.0%
February	1,035,162	572,814	1,607,975	776,459	199,212	975,671	632,305	463,998	60.7%
March	982,834	599,731	1,582,566	962,984	193,412	1,156,395	426,170	890,168	73.1%
April	-	-	-	-	-	-	-	890,168	N/A
May	-	-	-	-	-	-	-	890,168	N/A
June	-	-	-	-	-	-	-	890,168	N/A
July	-	-	-	-	-	-	-	890,168	N/A
August	-	-	-	-	-	-	-	890,168	N/A
September	-	-	-	-	-	-	-	890,168	N/A
Totals	**$ 5,880,956**	**$ 1,870,758**	**$ 7,751,714**	**$ 5,747,555**	**$ 1,113,991**	**$ 6,861,546**	**$ 890,168**	**$ 890,168**	**88.5%**

Totals for All Years

	Premiums	Stop/Loss & Other Deposits*	Total Inflow	Claims	Admin. & Consulting	Total Outflow	Annual Surplus (Deficit)	Total Surplus (Deficit)[1]	Loss Ratio
FY 2001	$ 1,159,636	$ -	$ 1,159,636	$ 967,696	$ 265,332	$ 1,233,028	$ (73,392)	$ (73,392)	106.3%
FY 2002	1,950,149	166,590	2,116,739	1,822,027	386,545	2,208,572	(91,833)	(165,225)	104.3%
FY 2003	2,323,404	102,184	2,425,588	2,702,990	442,163	3,145,153	(719,565)	(884,790)	129.7%
FY 2004	2,874,980	686,925	3,561,905	2,813,600	469,566	3,283,166	278,739	(606,051)	92.2%
FY 2005	3,786,913	96,798	3,883,711	2,041,275	1,171,872	3,213,147	670,564	64,513	82.7%
FY 2006	4,010,235	84,930	4,095,165	2,673,013	722,138	3,395,151	700,014	764,527	82.9%
FY 2007	3,727,378	761,493	4,488,871	2,196,156	1,420,643	3,616,799	872,072	1,636,599	80.6%
FY 2008	4,184,174	795,265	4,979,439	3,483,538	1,363,852	4,847,390	132,049	1,768,648	97.3%
FY 2009	4,995,263	173,434	5,168,697	3,838,254	2,219,842	6,058,096	(889,399)	879,249	117.2%
FY 2010	5,042,874	1,223,127	6,266,001	4,505,944	1,316,289	5,822,233	443,768	1,323,017	92.9%
FY 2011	4,414,182	1,707,966	6,122,148	6,162,025	1,362,129	7,524,154	(1,402,006)	(78,989)	122.9%
FY 2012	4,820,596	1,743,798	6,564,394	6,148,964	1,421,030	7,569,994	(1,005,600)	(1,084,589)	115.3%

*$60,000 was transferred into fund in August 2002 to avoid increasing employee contributions at 10/1/03 renewal.
*$200,000 was transferred into fund in August 2004 to address the shortfall created in large part by claims in the summer of 2003.
*$500,000 was transferred into fund in October 2004 to address the shortfall created in large part by claims in the summer of 2003.

Monthly Financial Summary Report
Self Insurance Fund Report
March 2024

Totals for All Years - Continued

	Premiums	Stop/Loss & Other Deposits*	Total Inflow	Claims	Admin. & Consulting	Total Outflow	Annual Surplus (Deficit)	Ending Adjusted Net Position [1]	Loss Ratio
FY 2013	$ 4,753,169	$ 2,108,547	$ 6,861,716	$ 5,562,100	$ 1,224,279	$ 6,786,379	$ 75,337	$ (1,009,252)	98.9%
FY 2014	5,059,837	2,239,646	7,299,483	7,829,821	1,480,438	9,310,259	(2,010,776)	(3,020,028)	127.5%
FY 2015	5,471,532	1,440,603	6,912,135	6,338,073	1,489,457	7,827,530	(915,395)	(3,935,423)	114.2%
FY 2016	6,695,932	2,082,665	8,778,597	9,270,300	1,346,912	10,617,212	(1,838,615)	(5,774,038)	120.9%
FY 2017	7,355,169	6,047,889	13,403,058	9,787,712	1,368,153	11,155,865	2,247,193	1	106.2%
FY 2018	10,796,956	1,313,042	12,109,998	8,660,206	1,343,475	10,003,681	2,106,317	2,106,318	83.7%
FY 2019	11,301,225	2,344,795	13,646,020	10,504,930	1,595,766	12,100,697	1,545,324	3,651,642	89.7%
FY 2020	9,708,235	2,774,608	12,482,843	9,979,291	1,730,572	11,709,863	772,980	4,424,622	96.6%
FY 2021	9,912,247	1,379,856	11,292,103	10,237,909	2,696,746	12,934,655	(1,642,551)	2,782,070	110.3%
FY 2022	10,148,320	1,705,185	11,853,505	10,068,954	1,534,990	11,603,944	249,561	3,031,631	102.5%
FY 2023	13,594,201	3,900,925	17,495,126	13,063,551	4,616,700	17,680,251	(185,125)	2,846,506	88.8%
FY 2024	5,880,956	1,870,758	7,751,714	5,747,555	1,113,991	6,861,546	890,168	3,736,675	88.5%
Grand Total	**$ 143,967,564**	**$ 36,751,028**	**$ 180,718,593**	**$ 146,405,884**	**$ 34,102,880**	**$ 180,508,764**	**$ 3,736,675**	**$ 3,736,675**	**99.9%**

*$421,615 was transferred into fund in November 2014 to address the shortfall created by claims in FY2014.
*$528,000 was transferred into fund in May 2016 to address the shortfall from prior year claims
*$2,877,192 was transferred into fund in September 2017 to address the shortfall from prior year claims

Shaded areas are year-to-date for the current year

	Cumulative Surplus (Deficit)	Estimated Reserve	Difference Cumulative less Estimated
October	$ 3,113,354	$ 2,557,250	$ 556,104
November	$ 3,046,462	$ 2,557,250	$ 489,212
December	$ 3,226,055	$ 2,557,250	$ 668,805
January	$ 2,678,200	$ 2,557,250	$ 120,950
February	$ 3,310,505	$ 2,557,250	$ 753,255
March	$ 3,736,675	$ 2,557,250	$ 1,179,425
April			
May			
June			
July			
August			
September			

Notes:
1. Beginning with the FY08-09 Fiscal Year, the "Ending Adjusted Net Assets" in the Self Funded Insurance Fund excludes the total Other Post Employee Benefits (OPEB) Liability in the amount of $3,526,846. The OPEB liability represents benefit continuation of medical, dental and vision insurance coverage provided at City expense to eligible retirees or former elected officials.
2. Effective in FY17-18, the OPEB liability is accounted for in each respective operating fund and the $3,526,846 was removed from fund balance.
3. The "Estimated Reserve" is the difference between the expected budget projection and the maximum budget projection.

CITY OF CONROE
Est. 1904

TABLE OF CONTENTS

Section 1 – TOTAL OUTSTANDING DEBT SERVICE REQUIREMENTS

Section 2 – PUBLIC WORKS DEBT SERVICE

Section 3 – WATER, WASTEWATER, AND DRAINAGE DEBT SERVICE

Section 4 – CITY PARKS DEBT SERVICE

Section 5 – POLICE, FIRE, AND MUNICIPAL BUILDING DEBT SERVICE

Section 6 – TRANSPORTATION GRANTS

Section 7 – INDUSTRIAL BUSINESS PARK DEBT SERVICE

Section 8 – TECHNOLOGY PARK DEBT SERVICE

Section 9 - CONVENTION CENTER DEBT SERVICE

Section 10 - CLGC HOTEL DEBT SERVICE

Section 11 – ARBITRAGE/YIELD RESTRICTION CALCULATION REQUIREMENTS

CITY OF CONROE
Est. 1904

Section 1 – TOTAL OUTSTANDING DEBT SERVICE REQUIREMENTS

CITY OF CONROE
Est. 1904

City of Conroe, Texas

Outstanding Debt Service
As of December 31, 2023

Fiscal Year Ending 9/30	General Obligation Debt (a)			Waterworks & Sewer System Debt (b)			Conroe IDC Debt			Conroe LGC Debt		
	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service
2024	13,390,000	11,536,808	24,926,808	12,690,000	11,528,052	24,218,052	4,455,000	1,993,714	6,448,714		3,273,400	3,273,400
2025	13,040,000	11,233,748	24,273,748	13,270,000	10,944,394	24,214,394	4,580,000	1,865,897	6,445,897		3,273,400	3,273,400
2026	13,670,000	10,624,069	24,294,069	13,905,000	10,299,294	24,204,294	4,715,000	1,733,540	6,448,540	1,115,000	3,256,638	4,371,638
2027	14,495,000	10,032,665	24,527,665	14,360,000	9,627,519	23,987,519	4,850,000	1,596,221	6,446,221	1,150,000	3,222,475	4,372,475
2028	15,235,000	9,404,167	24,639,167	15,060,000	8,927,594	23,987,594	4,995,000	1,454,116	6,449,116	1,225,000	3,186,538	4,411,538
2029	16,065,000	8,735,469	24,800,469	15,795,000	8,190,069	23,985,069	5,145,000	1,306,724	6,451,724	1,615,000	3,140,325	4,755,325
2030	16,645,000	8,034,777	24,679,777	16,810,000	7,408,784	24,218,784	5,325,000	1,122,179	6,447,179	1,765,000	3,081,963	4,846,963
2031	16,095,000	7,286,096	23,381,096	17,600,000	6,575,100	24,175,100	4,950,000	930,463	5,880,463	1,930,000	3,017,213	4,947,213
2032	16,885,000	6,512,238	23,397,238	15,540,000	5,773,875	21,313,875	5,145,000	735,014	5,880,014	2,100,000	2,945,675	5,045,675
2033	17,705,000	5,719,204	23,424,204	15,780,000	5,040,050	20,820,050	4,455,000	544,000	4,999,000	2,285,000	2,854,775	5,139,775
2034	18,545,000	4,899,626	23,444,626	15,435,000	4,314,400	19,749,400	1,340,000	355,800	1,695,800	2,385,000	2,745,650	5,130,650
2035	17,815,000	4,104,079	21,919,079	15,690,000	3,582,950	19,272,950	1,395,000	302,200	1,697,200	2,500,000	2,631,625	5,131,625
2036	17,710,000	3,342,588	21,052,588	13,765,000	2,897,450	16,662,450	1,450,000	246,400	1,696,400	2,620,000	2,512,250	5,132,250
2037	17,695,000	2,595,988	20,290,988	13,310,000	2,275,725	15,585,725	1,510,000	188,400	1,698,400	2,735,000	2,387,525	5,122,525
2038	16,140,000	1,896,263	18,036,263	13,820,000	1,668,325	15,488,325	1,570,000	128,000	1,698,000	2,870,000	2,261,375	5,131,375
2039	12,180,000	1,344,588	13,524,588	12,605,000	1,085,088	13,690,088	1,630,000	65,200	1,695,200	2,990,000	2,133,900	5,123,900
2040	10,540,000	932,894	11,472,894	6,005,000	684,525	6,689,525			-	3,120,000	2,001,100	5,121,100
2041	10,145,000	541,781	10,686,781	4,730,000	462,100	5,192,100			-	3,260,000	1,862,525	5,122,525
2042	7,320,000	188,406	7,508,406	3,995,000	266,725	4,261,725			-	3,395,000	1,718,100	5,113,100
2043	610,000	15,250	625,250	3,475,000	86,875	3,561,875			-	3,550,000	1,567,500	5,117,500
2044			-			-			-	3,695,000	1,410,500	5,105,500
2045			-			-			-	3,860,000	1,246,900	5,106,900
2046			-			-			-	4,020,000	1,076,375	5,096,375
2047			-			-			-	4,210,000	898,375	5,108,375
2048			-			-			-	4,380,000	712,700	5,092,700
2049			-			-				4,575,000	519,225	5,094,225
2050						-				4,765,000	317,550	5,082,550
2051										4,975,000	107,350	5,082,350
	$ 281,925,000	**$ 108,980,702**	**$ 390,905,702**	**$ 253,640,000**	**$ 101,638,893**	**$ 355,278,893**	**$ 57,510,000**	**$ 14,567,866**	**$ 72,077,866**	**$ 77,090,000**	**$ 59,362,925**	**$ 136,452,925**

(a) Includes the City's Series 2021A Certificates of Obligation, which are paid by sales and hotel occupancy taxes derived from the Conroe Convention Center Hotel and the City's Series 2022A Certificates of Obligation, which are paid by sales taxes derived from the Conroe Industrial Development Corporation..

(b) Includes the City's Series 2017B, Series 2018B, Series 2019B, Series 2020C, Series 2021C Certificates of Obligation and a portion of the Series 2018, Series 2019, Series 2020 and Series 2021 Limited Tax Refunding Bonds, which are paid by Water and Sewer System revenues.



Section 2 – PUBLIC WORKS DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2005	Series 2014	Series 2015	Series 2015
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$3,865,000	$31,100,000	$33,370,000	$8,795,000
Percent of Use:	2.12%	27.27%	80.72%	35.91%
Dated Date:	12/29/2005	9/1/2014	4/1/2015	9/1/2015
Delivery Date:	12/29/2005	9/25/2014	4/23/2015	9/24/2015
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	Non Callable	mtys '25-'34 callable 03/1/24 @ 100%	mtys '26-'30 callable 03/1/25 @ 100%	mtys '26-'35 callable 03/1/25 @ 100%
Use of Proceeds:	New Money	New Money	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	7,526	2,441	4.325	370,872	49,517	5.000	2,352,988	622,533	5.000	84,387	51,266	2.375
2025	7,844	2,109	4.325	0	40,245	5.000	2,474,068	501,856	5.000	86,182	48,971	3.000
2026	8,268	1,760	4.325	0	40,245	5.000	2,570,932	401,441	3.000	87,978	46,359	3.000
2027	8,586	1,396	4.325	428,139	33,823	3.000	2,651,652	323,102	3.000	91,568	43,666	3.000
2028	8,904	1,018	4.325	440,411	20,795	3.000	2,748,516	228,357	4.000	95,159	40,865	3.000
2029	9,328	624	4.325	454,046	7,094	3.125	2,845,380	130,706	3.000	96,955	37,983	3.000
2030	9,752	211	4.325				2,934,172	44,013	3.000	98,750	34,924	3.250
2031										89,773	31,804	3.375
2032										129,273	28,108	3.375
2033										206,478	21,797	4.000
2034										217,251	13,322	4.000
2035										224,433	4,489	4.000
2036												
2037												
2038												
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	60,208	9,559		1,693,467	191,721		18,577,708	2,252,007		1,508,186	403,553	
Callable Principal/ Interest:	**$ - **	**$ - **		**$ 1,322,595**	**$ 142,204**		**$ 13,750,652**	**$ 1,127,618**		**$ 1,337,618**	**$ 303,316**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2016			Series 2017A			Series 2018			Series 2018A		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$11,275,000			$20,110,000			$24,185,000			$42,870,000		
Percent of Use:	38.40%			59.72%			11.60%			81.54%		
Dated Date:	9/1/2015			9/1/2017			5/24/2018			11/15/2018		
Delivery Date:	9/22/2016			9/21/2017			5/24/2018			11/15/2018		
Principal Due:	March 1			March 1			November 15			March 1		
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%			mtys '28-'37 callable 03/1/27 @ 100%			mtys '29 callable 11/15/28 @ 100%			mtys '29-'38 callable 03/1/28 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	128,640	83,306	3.000	334,432	380,715	2.000	258,111	93,965	4.000	790,977	1,564,422	5.000
2025	132,480	79,390	3.000	346,376	368,711	5.000	270,402	82,042	5.000	831,749	1,523,854	5.000
2026	136,320	76,039	2.000	364,292	350,945	5.000	284,742	68,164	5.000	872,521	1,481,247	5.000
2027	140,160	73,274	2.000	382,208	332,282	5.000	297,033	55,105	4.000	917,370	1,436,499	5.000
2028	142,080	70,452	2.000	400,124	312,724	5.000	311,372	41,380	5.000	966,296	1,389,408	5.000
2029	144,000	67,501	2.125	424,012	292,120	5.000	325,712	25,453	5.000	1,015,223	1,339,870	5.000
2030	149,760	62,976	4.000	441,928	272,682	4.000	346,197	8,655	5.000	1,064,149	1,287,886	5.000
2031	197,760	56,026	4.000	674,836	250,346	4.000				2,617,562	1,195,843	5.000
2032	243,840	47,194	4.000	761,430	221,621	4.000				2,796,959	1,060,480	5.000
2033	257,280	37,171	4.000	791,290	190,567	4.000				2,939,661	917,064	5.000
2034	264,960	26,726	4.000	824,136	158,258	4.000				3,090,518	766,310	5.000
2035	264,960	16,128	4.000	1,057,044	120,634	4.000				3,273,992	607,197	5.000
2036	270,720	5,414	4.000	1,191,414	75,665	4.000				3,445,234	439,216	5.000
2037				1,295,924	25,918	4.000				3,477,852	266,139	5.000
2038										3,583,859	89,596	5.000
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	2,472,960	701,598		9,289,446	3,353,188		2,093,567	374,763		31,683,921	15,365,030	
Callable Principal/ Interest:	**$ 2,075,520**	**$ 462,863**		**$ 7,862,138**	**$ 1,920,535**		**$ 346,197**	**$ 8,655**		**$ 27,305,008**	**$ 7,969,601**	

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2019A			Series 2019			Series 2020B			Series 2020		
Debt Type:	Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation			Limited Tax Refunding Bonds		
Original Par Amt:	$23,730,000			$9,075,000			$11,160,000			$20,765,000		
Percent of Use:	53.77%			16.84%			69.44%			33.59%		
Dated Date:	12/17/2019			12/17/2019			12/15/2020			12/15/2020		
Delivery Date:	12/17/2019			12/17/2019			12/15/2020			12/15/2020		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%			mtys '30-'31 callable 03/1/29 @ 100%			mtys '31-'40 callable 03/1/30 @ 100%			mty 2031 callable 03/1/30 @ 100%		
Use of Proceeds:	New Money			Refunding			New Money			Refunding		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	392,544	494,821	5.000	140,400	53,820	5.000	281,216	276,234	5.000	572,267	259,165	5.000
2025	414,054	474,656	5.000	147,713	46,617	5.000	295,103	261,826	5.000	595,865	229,962	5.000
2026	435,563	453,416	5.000	155,025	39,049	5.000	308,990	246,723	5.000	631,707	199,273	5.000
2027	454,384	431,167	5.000	163,800	31,078	5.000	326,349	230,840	5.000	662,009	166,930	5.000
2028	478,581	407,843	5.000	171,113	22,705	5.000	343,708	214,089	5.000	699,014	132,904	5.000
2029	505,468	383,242	5.000	179,888	13,930	5.000	361,067	196,469	5.000	737,478	96,992	5.000
2030	529,666	357,363	5.000	188,663	4,717	5.000	378,426	177,982	5.000	768,942	59,332	5.000
2031	680,231	327,116	5.000				395,785	160,605	4.000	802,163	20,054	5.000
2032	715,184	292,230	5.000				413,144	144,427	4.000			
2033	752,825	255,530	5.000				430,503	127,554	4.000			
2034	790,466	216,948	5.000				447,862	109,987	4.000			
2035	962,540	177,936	4.000				465,221	91,725	4.000			
2036	1,000,182	138,681	4.000				486,052	72,699	4.000			
2037	1,040,511	97,867	4.000				503,411	52,910	4.000			
2038	1,083,530	55,386	4.000				524,242	32,357	4.000			
2039	1,123,860	16,858	3.000				541,601	16,456	2.000			
2040							552,016	5,520	2.000			
2041												
2042												
2043												
Outstanding Par($):	11,359,589	4,581,060		1,146,600	211,916		7,054,698	2,418,404		5,469,443	1,164,613	
Callable Principal/ Interest:	**$ 8,678,994**	**$ 1,935,916**		**$ 188,663**	**$ 4,717**		**$ 4,759,838**	**$ 814,241**		**$ 802,163**	**$ 20,054**	

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2021B			Series 2022B			Series 2023A			Series 2023		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds		
Original Par Amt:	$16,725,000			$47,040,000			$8,015,000			$19,025,000		
Percent of Use:	65.50%			77.33%			42.22%			23.07%		
Dated Date:	12/9/2021			12/13/2022			12/7/2023			12/7/2023		
Delivery Date:	12/9/2021			12/13/2022			12/7/2023			12/7/2023		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%			mtys '33-'42 callable 03/1/32 @ 100%			mtys '34-'43 callable 03/1/33 @ 100%			mty '34 callable 03/1/33 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			Refunding		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	219,437	384,359	5.000	479,427	1,568,607	5.000	439,088	113,100	5.000	10,908	160,661	5.000
2025	235,813	372,978	5.000	498,759	1,544,153	5.000	61,219	145,712	5.000	366,782	209,740	5.000
2026	245,639	360,942	5.000	525,824	1,518,538	5.000	52,775	142,862	5.000	385,871	190,924	5.000
2027	258,740	348,332	5.000	552,888	1,491,570	5.000	50,664	140,276	5.000	35,451	180,391	5.000
2028	268,565	335,150	5.000	579,953	1,463,249	5.000	88,662	136,793	5.000	36,815	178,584	5.000
2029	281,666	321,394	5.000	610,883	1,433,478	5.000	44,331	133,468	5.000	38,178	176,710	5.000
2030	298,042	306,901	5.000	645,680	1,402,064	5.000	37,998	131,410	5.000	452,682	164,438	5.000
2031	651,762	283,156	5.000	1,009,117	1,360,694	5.000	170,991	126,185	5.000	670,842	136,350	5.000
2032	802,420	250,814	4.000	1,647,065	1,294,290	5.000	170,991	117,635	5.000	751,289	100,797	5.000
2033	674,688	221,271	4.000	1,732,125	1,209,810	5.000	175,213	108,980	5.000	800,375	62,005	5.000
2034	704,165	193,694	4.000	1,821,051	1,120,981	5.000	177,324	100,167	5.000	839,916	20,998	5.000
2035	815,521	167,378	3.000	2,644,583	1,009,340	5.000	175,213	91,354	5.000			
2036	812,246	142,962	3.000	2,748,975	874,501	5.000	181,546	82,435	5.000			
2037	841,723	118,152	3.000	2,872,698	748,322	4.000	189,990	73,146	5.000			
2038	861,374	92,606	3.000	3,000,288	628,987	4.125	200,545	63,383	5.000			
2039	854,823	66,863	3.000	3,124,011	502,674	4.125	211,100	53,092	5.000			
2040	894,126	40,629	3.000	3,259,333	368,980	4.250	221,655	42,273	5.000			
2041	907,226	13,608	3.000	3,398,522	227,501	4.250	232,210	30,926	5.000			
2042				3,549,309	77,641	4.375	244,876	18,999	5.000			
2043							257,542	6,439	5.000			
Outstanding Par($):	10,627,975	4,021,190		34,700,491	19,845,380		3,383,933	1,858,634		4,389,107	1,581,599	
Callable Principal/ Interest:	**$ 8,168,311**	**$ 1,307,978**		**$ 28,150,894**	**$ 6,768,737**		**$ 2,092,001**	**$ 562,212**		**$ 839,916**	**$ 20,998**	

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:

Debt Type:
Original Par Amt:

Percent of Use:

Dated Date:
Delivery Date:
Principal Due:

Call Provisions:

Use of Proceeds:

Period Ending 9/30	Total Outstanding Debt Service			Total Principal Callable
	Principal	Interest	Total	
2024	6,863,220	6,158,933	13,022,153	0
2025	6,764,407	5,932,823	12,697,230	0
2026	7,066,445	5,617,926	12,684,371	2,658,910
2027	7,421,000	5,319,732	12,740,732	3,311,519
2028	7,779,272	4,996,315	12,775,587	3,826,290
2029	8,073,614	4,657,034	12,730,647	4,979,615
2030	8,344,807	4,315,552	12,660,359	5,753,285
2031	7,960,822	3,948,180	11,909,002	5,458,110
2032	8,431,595	3,557,595	11,989,190	5,862,250
2033	8,760,438	3,151,750	11,912,187	7,784,850
2034	9,177,648	2,727,391	11,905,039	9,177,648
2035	9,883,507	2,286,180	12,169,687	9,883,507
2036	10,136,368	1,831,574	11,967,942	10,136,368
2037	10,222,109	1,382,456	11,604,565	10,222,109
2038	9,253,837	962,316	10,216,153	9,253,837
2039	5,855,395	655,943	6,511,337	5,855,395
2040	4,927,130	457,402	5,384,532	4,927,130
2041	4,537,958	272,035	4,809,993	4,537,958
2042	3,794,185	96,640	3,890,825	3,794,185
2043	257,542	6,439	263,981	257,542
Outstanding Par($):	145,511,298	58,334,215	203,845,513	107,680,508

Callable Principal/ Interest:	**$ 107,680,508**	**$ 23,369,644**	**$ 131,050,152**



CITY OF CONROE

Est. 1904

Section 3 – WATER, WASTEWATER, AND DRAINAGE DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2013 Water and Sewer System Revenue Bonds			Series 2014 Certificates of Obligation			Series 2014 Water and Sewer System Revenue Bonds			Series 2015 Limited Tax Refunding Bonds		
Debt Type:												
Original Par Amt:	$6,790,000			$31,100,000			$17,130,000			$33,370,000		
Percent of Use:	100.00%			2.16%			100.00%			6.63%		
Dated Date:	9/1/2013			9/1/2014			9/1/2014			4/1/2015		
Delivery Date:	9/26/2013			9/25/2014			9/25/2014			4/23/2015		
Principal Due:	November 15			March 1			November 15			March 1		
Call Provisions:	mtys '23-'33 callable 11/15/22 @ 100%			mtys '25-'34 callable 03/1/24 @ 100%			mtys '25-'34 callable 11/15/24 @ 100%			mtys '26-'30 callable 03/1/25 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	315,000	6,300	4.000	29,376	3,922	5.000	780,000	499,025	5.000	193,265	51,132	5.000
2025				0	3,188	5.000	815,000	459,150	5.000	203,210	41,220	5.000
2026				0	3,188	5.000	855,000	421,675	4.000	211,166	32,973	3.000
2027				33,912	2,679	3.000	890,000	386,775	4.000	217,796	26,538	3.000
2028				34,884	1,647	3.000	920,000	355,175	3.000	225,752	18,756	4.000
2029				35,964	562	3.125	950,000	327,125	3.000	233,708	10,736	3.000
2030							980,000	297,563	3.125	241,001	3,615	3.000
2031							1,020,000	256,750	5.000			
2032							1,070,000	204,500	5.000			
2033							1,125,000	149,625	5.000			
2034							1,185,000	91,875	5.000			
2035							1,245,000	31,125	5.000			
2036												
2037												
2038												
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	315,000	6,300		134,136	15,186		11,835,000	3,480,363		1,525,895	184,970	
Callable Principal/ Interest:	**$ 315,000**	**$ 6,300**		**$ 104,760**	**$ 11,264**		**$ 10,240,000**	**$ 2,522,188**		**$ 1,129,421**	**$ 92,618**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2015			Series 2016			Series 2017B			Series 2018		
Debt Type:	Water and Sewer System Revenue Bonds			Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds		
Original Par Amt:	$14,400,000			$11,275,000			$21,590,000			$24,185,000		
Percent of Use:	100.00%			6.34%			100.00%			72.71%		
Dated Date:	9/1/2015			9/1/2015			9/1/2017			5/24/2018		
Delivery Date:	9/24/2015			9/22/2016			9/21/2017			5/24/2018		
Principal Due:	November 15			March 1			November 15			November 15		
Call Provisions:	mtys '26-'35 callable 11/15/25 @ 100%			mtys '27-'36 callable 03/1/26 @ 100%			mtys '28-'37 callable 11/15/27 @ 100%			mtys '29 callable 11/15/28 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			Refunding		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	645,000	412,669	5.000	21,239	13,754	3.000	860,000	714,750	5.000	1,292,680	538,457	4.000
2025	675,000	379,669	5.000	21,873	13,108	3.000	890,000	684,350	2.000	1,348,760	483,884	5.000
2026	705,000	352,219	3.000	22,507	12,554	2.000	920,000	657,050	4.000	1,405,020	420,040	5.000
2027	725,000	330,769	3.000	23,141	12,098	2.000	960,000	614,650	5.000	1,471,100	355,492	4.000
2028	745,000	308,719	3.000	23,458	11,632	2.000	1,010,000	565,400	5.000	1,542,360	287,511	5.000
2029	770,000	285,994	3.000	23,775	11,145	2.125	1,060,000	513,650	5.000	1,618,620	208,487	5.000
2030	795,000	262,022	3.125	24,726	10,398	4.000	1,115,000	459,275	5.000	1,695,420	125,636	5.000
2031	820,000	233,200	4.000	32,651	9,250	4.000	1,165,000	408,100	4.000	1,665,000	41,625	5.000
2032	855,000	199,700	4.000	40,259	7,792	4.000	1,215,000	360,500	4.000			
2033	890,000	164,800	4.000	42,478	6,137	4.000	1,265,000	310,900	4.000			
2034	930,000	123,750	5.000	43,746	4,413	4.000	1,315,000	259,300	4.000			
2035	980,000	76,000	5.000	43,746	2,663	4.000	1,370,000	205,600	4.000			
2036	1,030,000	25,750	5.000	44,697	894	4.000	1,425,000	149,700	4.000			
2037							1,485,000	91,500	4.000			
2038							1,545,000	30,900	4.000			
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	10,565,000	3,155,259		408,296	115,837		17,600,000	6,025,625		12,038,960	2,461,130	
Callable Principal/ Interest:	**$ 8,540,000**	**$ 2,010,703**		**$ 342,677**	**$ 76,421**		**$ 12,960,000**	**$ 2,789,425**		**$ 3,360,420**	**$ 167,261**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2018A			Series 2018B			Series 2019A			Series 2019B		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Certificates of Obligation			Certificates of Obligation		
Original Par Amt:	$42,870,000			$24,185,000			$23,730,000			$19,915,000		
Percent of Use:	5.06000%			100.00%			16.21%			100.00%		
Dated Date:	11/15/2018			11/15/2018			12/17/2019			12/17/2019		
Delivery Date:	11/15/2018			11/15/2018			12/17/2019			12/17/2019		
Principal Due:	March 1			November 15			March 1			November 15		
Call Provisions:	mtys '29-'38 callable 03/1/28 @ 100%			mtys '29-'38 callable 11/15/28 @ 100%			mtys '30-'39 callable 03/1/29 @ 100%			mtys '30-'39 callable 11/15/29 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	49,072	97,057	5.000	3,280,000	3,909,000	5.000	118,335	149,167	5.000	695,000	800,875	5.000
2025	51,602	94,540	5.000	3,450,000	3,740,750	5.000	124,819	143,088	5.000	735,000	765,125	5.000
2026	54,131	91,897	5.000	3,620,000	3,564,000	5.000	131,303	136,685	5.000	770,000	727,500	5.000
2027	56,914	89,121	5.000	3,820,000	3,378,000	5.000	136,977	129,978	5.000	810,000	688,000	5.000
2028	59,949	86,199	5.000	4,015,000	3,182,125	5.000	144,272	122,947	5.000	850,000	646,500	5.000
2029	62,985	83,126	5.000	4,215,000	2,976,375	5.000	152,377	115,531	5.000	895,000	602,875	5.000
2030	66,020	79,901	5.000	4,430,000	2,760,250	5.000	159,671	107,730	5.000	940,000	557,000	5.000
2031	162,394	74,190	5.000	4,750,000	2,530,750	5.000	205,060	98,611	5.000	990,000	508,750	5.000
2032	173,524	65,792	5.000	5,200,000	2,282,000	5.000	215,597	88,095	5.000	1,040,000	458,000	5.000
2033	182,377	56,895	5.000	5,335,000	2,018,625	5.000	226,944	77,031	5.000	1,095,000	404,625	5.000
2034	191,736	47,542	5.000	5,615,000	1,744,875	5.000	238,291	65,400	5.000	1,150,000	348,500	5.000
2035	203,119	37,671	5.000	5,890,000	1,457,250	5.000	290,164	53,640	4.000	1,210,000	289,500	5.000
2036	213,743	27,249	5.000	6,185,000	1,155,375	5.000	301,512	41,806	4.000	1,265,000	233,950	4.000
2037	215,766	16,511	5.000	6,480,000	838,750	5.000	313,669	29,503	4.000	1,315,000	182,350	4.000
2038	222,343	5,559	5.000	6,710,000	509,000	5.000	326,638	16,697	4.000	1,370,000	128,650	4.000
2039				6,825,000	170,625	5.000	338,795	5,082	3.000	1,425,000	72,750	4.000
2040										1,475,000	22,125	3.000
2041												
2042												
2043												
Outstanding Par($):	1,965,674	953,248		79,820,000	36,217,750		3,424,426	1,380,992		18,030,000	7,437,075	
Callable Principal/ Interest:	**$ 1,694,006**	**$ 494,435**		**$ 57,420,000**	**$ 15,467,500**		**$ 2,616,342**	**$ 583,595**		**$ 12,335,000**	**$ 2,649,200**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2019			Series 2020B			Series 2020C			Series 2020		
Debt Type:	Limited Tax Refunding Bonds			Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds		
Original Par Amt:	$9,075,000			$11,160,000			$13,430,000			$20,765,000		
Percent of Use:	44.24%			30.56%			100.00%			47.86%		
Dated Date:	12/17/2019			12/15/2020			12/17/2019			12/15/2020		
Delivery Date:	12/17/2019			12/15/2020			12/17/2019			12/15/2020		
Principal Due:	March 1			March 1			November 15			March 1		
Call Provisions:	mtys '30-'31 callable 03/1/29 @ 100%			mtys '31-'40 callable 03/1/30 @ 100%			mtys '31-'40 callable 11/15/30 @ 100%			mty 2031 callable 03/1/30 @ 100%		
Use of Proceeds:	Refunding			New Money			New Money			Refunding		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	335,120	147,546	5.000	123,784	121,591	5.000	475,000	455,325	5.000	755,300	343,541	5.000
2025	350,908	130,395	5.000	129,897	115,249	5.000	495,000	431,075	5.000	795,610	304,768	5.000
2026	371,695	112,330	5.000	136,010	108,602	5.000	520,000	405,700	5.000	835,920	263,980	5.000
2027	387,640	93,347	5.000	143,651	101,610	5.000	550,000	378,950	5.000	876,820	221,162	5.000
2028	403,428	73,570	5.000	151,292	94,236	5.000	580,000	350,700	5.000	923,310	176,158	5.000
2029	429,373	52,750	5.000	158,933	86,481	5.000	605,000	321,075	5.000	969,210	128,845	5.000
2030	455,318	30,633	5.000	166,574	78,343	5.000	640,000	289,950	5.000	1,021,290	79,083	5.000
2031	385,000	9,625	5.000	174,215	70,695	4.000	670,000	257,200	5.000	1,071,010	26,775	5.000
2032				181,856	63,573	4.000	700,000	229,950	3.000			
2033				189,497	56,146	4.000	720,000	208,650	3.000			
2034				197,138	48,413	4.000	740,000	186,750	3.000			
2035				204,779	40,375	4.000	765,000	164,175	3.000			
2036				213,948	32,001	4.000	785,000	140,925	3.000			
2037				221,589	23,290	4.000	810,000	117,000	3.000			
2038				230,758	14,243	4.000	835,000	92,325	3.000			
2039				238,399	7,244	2.000	860,000	66,900	3.000			
2040				242,984	2,430	2.000	885,000	40,725	3.000			
2041							915,000	13,725	3.000			
2042												
2043												
Outstanding Par($):	3,118,480	650,197		3,105,302	1,064,521		12,550,000	4,151,100		7,248,470	1,544,312	
Callable Principal/ Interest:	**$ 840,318**	**$ 40,258**		**$ 2,095,162**	**$ 358,409**		**$ 8,015,000**	**$ 1,261,125**		**$ 1,071,010**	**$ 26,775**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2021B			Series 2021C			Series 2021			Series 2022B		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$16,725,000			$23,000,000			$12,170,000			$47,040,000		
Percent of Use:	13.12%			100.00%			100.00%			7.07%		
Dated Date:	12/9/2021			12/9/2021			12/9/2021			12/13/2022		
Delivery Date:	12/9/2021			12/9/2021			12/9/2021			12/13/2022		
Principal Due:	March 1			November 15			November 15			March 1		
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%			mtys '32-'41 callable 11/15/31 @ 100%			mtys '30-'31 callable 11/15/31 @ 100%			mtys '33-'42 callable 03/1/32 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	43,961	77,001	5.000	1,095,000	928,125	5.000	925,000	531,075	5.000	43,828	143,397	5.000
2025	47,242	74,721	5.000	1,155,000	871,875	5.000	970,000	483,700	5.000	45,595	141,162	5.000
2026	49,210	72,309	5.000	1,215,000	812,625	5.000	1,020,000	433,950	5.000	48,069	138,820	5.000
2027	51,835	69,783	5.000	1,275,000	750,375	5.000	1,075,000	381,575	5.000	50,543	136,355	5.000
2028	53,803	67,142	5.000	1,340,000	685,000	5.000	1,130,000	326,450	5.000	53,018	133,766	5.000
2029	56,428	64,387	5.000	1,410,000	616,250	5.000	1,185,000	268,575	5.000	55,845	131,044	5.000
2030	59,708	61,483	5.000	1,480,000	544,000	5.000	1,250,000	207,700	5.000	59,026	128,172	5.000
2031	130,571	56,726	5.000	1,560,000	468,000	5.000	1,315,000	143,575	5.000	92,250	124,391	5.000
2032	160,753	50,247	3.000	1,635,000	388,125	5.000	1,370,000	76,450	5.000	150,570	118,320	5.000
2033	135,164	44,328	3.000	1,715,000	312,950	4.000	1,055,000	21,100	4.000	158,346	110,597	5.000
2034	141,069	38,804	3.000	1,785,000	242,950	4.000				166,475	102,477	5.000
2035	163,378	33,532	3.000	1,855,000	170,150	4.000				241,760	92,271	5.000
2036	162,721	28,640	3.000	580,000	124,350	3.000				251,303	79,944	5.000
2037	168,627	23,670	3.000	595,000	106,725	3.000				262,613	68,409	4.000
2038	172,564	18,552	3.000	615,000	88,575	3.000				274,277	57,500	4.125
2039	171,251	13,395	3.000	635,000	69,825	3.000				285,588	45,953	4.125
2040	179,125	8,139	3.000	650,000	50,550	3.000				297,958	33,731	4.250
2041	181,749	2,726	3.000	670,000	30,750	3.000				310,683	20,797	4.250
2042				690,000	10,350	3.000				324,467	7,098	4.375
2043												
Outstanding Par($):	2,129,158	805,586		21,955,000	7,271,550		11,295,000	2,874,150		3,172,214	1,814,205	
Callable Principal/ Interest:	**$ 1,636,401**	**$ 262,034**		**$ 9,790,000**	**$ 1,207,175**		**$ 1,055,000**	**$ 21,100**		**$ 2,573,469**	**$ 618,777**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2022C	Series 2023A	Series 2023
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds
Original Par Amt:	$45,610,000	$8,015,000	$19,025,000
Percent of Use:	100.00%	31.54%	17.23%
Dated Date:	12/13/2022	12/7/2023	12/7/2023
Delivery Date:	12/13/2022	12/7/2023	12/7/2023
Principal Due:	November 15	March 1	March 1
Call Provisions:	mtys '33-'42 callable 11/15/32 @ 100%	mtys '34-'43 callable 03/1/33 @ 100%	mty '34 callable 03/1/33 @ 100%
Use of Proceeds:	New Money	New Money	Refunding

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2024	1,370,000	2,193,775	5.000	328,016	84,490	5.000	5,864	120,034	5.000	13,779,840	12,342,009	26,121,849	315,000
2025	1,440,000	2,123,525	5.000	45,733	108,852	5.000	324,052	155,488	5.000	14,114,300	11,748,883	25,863,182	0
2026	1,510,000	2,049,775	5.000	39,425	106,723	5.000	340,564	138,873	5.000	14,780,020	11,063,468	25,843,488	1,066,166
2027	1,590,000	1,972,275	5.000	37,848	104,792	5.000	92,808	128,038	5.000	15,275,984	10,352,361	25,628,345	1,889,849
2028	1,670,000	1,890,775	5.000	66,234	102,190	5.000	102,916	123,145	5.000	16,044,674	9,609,744	25,654,418	1,949,094
2029	1,760,000	1,805,025	5.000	33,117	99,706	5.000	108,024	117,872	5.000	16,788,357	8,827,614	25,615,971	3,136,431
2030	1,850,000	1,714,775	5.000	28,386	98,168	5.000	380,856	105,650	5.000	17,837,996	8,001,345	25,839,341	9,962,155
2031	1,945,000	1,619,900	5.000	127,737	94,265	5.000	438,136	85,175	5.000	18,719,024	7,117,553	25,836,578	12,440,330
2032	2,045,000	1,520,150	5.000	127,737	87,878	5.000	469,508	62,484	5.000	16,649,803	6,263,556	22,913,359	10,851,989
2033	2,150,000	1,415,275	5.000	130,891	81,413	5.000	493,396	38,411	5.000	16,909,092	5,477,509	22,386,601	14,134,805
2034	2,260,000	1,305,025	5.000	132,468	74,829	5.000	521,528	13,038	5.000	16,612,451	4,697,941	21,310,392	16,612,451
2035	2,375,000	1,189,150	5.000	130,891	68,245	5.000				16,967,836	3,911,346	20,879,182	16,967,836
2036	2,495,000	1,067,400	5.000	135,622	61,582	5.000				15,088,546	3,169,566	18,258,112	15,088,546
2037	2,625,000	939,400	5.000	141,930	54,643	5.000				14,634,195	2,491,751	17,125,946	14,634,195
2038	2,745,000	818,875	4.000	149,815	47,349	5.000				15,196,395	1,828,225	17,024,619	15,196,395
2039	2,860,000	704,988	4.125	157,700	39,662	5.000				13,796,733	1,196,423	14,993,156	13,796,733
2040	2,995,000	571,125	5.000	165,585	31,579	5.000				6,890,652	760,405	7,651,057	6,890,652
2041	3,145,000	417,625	5.000	173,470	23,103	5.000				5,395,902	508,727	5,904,629	5,395,902
2042	3,305,000	256,375	5.000	182,932	14,193	5.000				4,502,399	288,016	4,790,415	4,502,399
2043	3,475,000	86,875	5.000	192,394	4,810	5.000				3,667,394	91,685	3,759,079	3,667,394
Outstanding Par($):	45,610,000	25,662,088		2,527,931	1,388,472		3,277,652	1,088,208		273,651,594	109,748,125	383,399,719	168,498,321
Callable Principal/ Interest:	**$ 28,280,000**	**$ 7,356,838**		**$ 1,562,807**	**$ 419,995**		**$ 521,528**	**$ 13,038**		**$ 168,498,321**	**$ 38,456,432**	**$ 206,954,753**	



Section 4 – CITY PARKS DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2005			Series 2014			Series 2015			Series 2015		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$3,865,000			$31,100,000			$33,370,000			$8,795,000		
Percent of Use:	4.86%			4.17%			11.34%			1.02%		
Dated Date:	12/29/2005			9/1/2014			4/1/2015			9/1/2015		
Delivery Date:	12/29/2005			9/25/2014			4/23/2015			9/24/2015		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	Non Callable			mtys '25-'34 callable 03/1/24 @ 100%			mtys '26-'30 callable 03/1/25 @ 100%			mtys '26-'35 callable 03/1/25 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	17,253	5,596	4.325	56,712	7,572	5.000	330,561	87,457	5.000	2,405	1,461	2.375
2025	17,982	4,834	4.325	0	6,154	5.000	347,571	70,504	5.000	2,456	1,396	3.000
2026	18,954	4,036	4.325	0	6,154	5.000	361,179	56,397	3.000	2,507	1,321	3.000
2027	19,683	3,200	4.325	65,469	5,172	3.000	372,519	45,391	3.000	2,610	1,244	3.000
2028	20,412	2,333	4.325	67,346	3,180	3.000	386,127	32,081	4.000	2,712	1,165	3.000
2029	21,384	1,429	4.325	69,431	1,085	3.125	399,735	18,362	3.000	2,763	1,083	3.000
2030	22,356	483	4.325				412,209	6,183	3.000	2,814	995	3.250
2031										2,559	906	3.375
2032										3,684	801	3.375
2033										5,885	621	4.000
2034										6,192	380	4.000
2035										6,396	128	4.000
2036												
2037												
2038												
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	138,024	21,913		258,957	29,317		2,609,901	316,375		42,983	11,501	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 202,245**	**$ 21,745**		**$ 1,931,769**	**$ 158,414**		**$ 38,122**	**$ 8,644**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2016			Series 2017A			Series 2018			Series 2018A		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$11,275,000			$20,110,000			$24,185,000			$42,870,000		
Percent of Use:	5.79%			7.81%			1.45%			6.34%		
Dated Date:	9/1/2015			9/1/2017			5/24/2018			11/15/2018		
Delivery Date:	9/22/2016			9/21/2017			5/24/2018			11/15/2018		
Principal Due:	March 1			March 1			November 15			March 1		
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%			mtys '28-'37 callable 03/1/27 @ 100%			mtys '29 callable 11/15/28 @ 100%			mtys '29-'38 callable 03/1/28 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	19,397	12,561	3.000	43,736	49,789	2.000	43,155	15,710	4.000	61,517	121,671	5.000
2025	19,976	11,970	3.000	45,298	48,219	5.000	45,210	13,717	5.000	64,688	118,516	5.000
2026	20,555	11,465	2.000	47,641	45,895	5.000	47,608	11,397	5.000	67,859	115,202	5.000
2027	21,134	11,048	2.000	49,984	43,455	5.000	49,663	9,213	4.000	71,348	111,722	5.000
2028	21,423	10,623	2.000	52,327	40,897	5.000	52,060	6,919	5.000	75,153	108,060	5.000
2029	21,713	10,178	2.125	55,451	38,203	5.000	54,458	4,256	5.000	78,958	104,207	5.000
2030	22,581	9,496	4.000	57,794	35,660	4.000	57,883	1,447	5.000	82,763	100,164	5.000
2031	29,819	8,448	4.000	88,253	32,740	4.000				203,578	93,005	5.000
2032	36,767	7,116	4.000	99,578	28,983	4.000				217,531	82,478	5.000
2033	38,793	5,605	4.000	103,483	24,922	4.000				228,629	71,324	5.000
2034	39,951	4,030	4.000	107,778	20,697	4.000				240,362	59,599	5.000
2035	39,951	2,432	4.000	138,237	15,776	4.000				254,631	47,224	5.000
2036	40,820	816	4.000	155,810	9,895	4.000				267,950	34,160	5.000
2037				169,477	3,390	4.000				270,486	20,699	5.000
2038										278,731	6,968	5.000
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	372,876	105,788		1,214,846	438,520		350,035	62,659		2,464,184	1,194,999	
Callable Principal/ Interest:	**$ 312,950**	**$ 69,791**		**$ 1,028,187**	**$ 251,162**		**$ 57,883**	**$ 1,447**		**$ 2,123,619**	**$ 619,827**	

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2019A			Series 2019			Series 2020			Series 2022A		
Debt Type:	Certificates of Obligation			Limited Tax Refunding Bonds			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$23,730,000			$9,075,000			$20,765,000			$29,645,000		
Percent of Use:	9.00%			38.92%			9.16%			100.00%		
Dated Date:	12/17/2019			12/17/2019			12/15/2020			3/15/2022		
Delivery Date:	12/17/2019			12/17/2019			12/15/2020			3/15/2022		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%			mtys '30-'31 callable 03/1/29 @ 100%			mty 2031 callable 03/1/30 @ 100%			mty '33-42 callable 03/1/32 @ 100%		
Use of Proceeds:	New Money			Refunding			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	65,688	82,802	5.000	324,480	124,384	5.000	164,074	74,499	5.000	960,000	1,231,800	5.000
2025	69,287	79,428	5.000	341,380	107,738	5.000	171,778	66,102	5.000	1,010,000	1,182,550	5.000
2026	72,886	75,874	5.000	358,280	90,246	5.000	181,277	57,276	5.000	1,065,000	1,130,675	5.000
2027	76,036	72,151	5.000	378,560	71,825	5.000	190,436	47,983	5.000	1,115,000	1,076,175	5.000
2028	80,085	68,248	5.000	395,460	52,475	5.000	201,049	38,196	5.000	1,175,000	1,018,925	5.000
2029	84,584	64,131	5.000	415,740	32,195	5.000	211,404	27,885	5.000	1,235,000	958,675	5.000
2030	88,633	59,800	5.000	436,020	10,901	5.000	221,676	17,058	5.000	1,300,000	895,300	5.000
2031	113,828	54,739	5.000				230,320	5,758	5.000	1,365,000	828,675	5.000
2032	119,677	48,901	5.000							1,435,000	758,675	5.000
2033	125,976	42,760	5.000							1,500,000	692,800	4.000
2034	132,275	36,304	5.000							1,560,000	631,600	4.000
2035	161,070	29,775	4.000							1,625,000	567,900	4.000
2036	167,368	23,207	4.000							1,690,000	501,600	4.000
2037	174,117	16,377	4.000							1,760,000	432,600	4.000
2038	181,316	9,268	4.000							1,830,000	360,800	4.000
2039	188,064	2,821	3.000							1,905,000	286,100	4.000
2040										1,985,000	208,300	4.000
2041										2,065,000	127,300	4.000
2042										2,150,000	43,000	4.000
2043												
Outstanding Par($):	1,900,891	766,585		2,649,920	489,762		1,572,012	334,758		28,730,000	12,933,450	
Callable Principal/ Interest:	**$ 1,452,326**	**$ 323,952**		**$ 436,020**	**$ 10,901**		**$ 230,320**	**$ 5,758**		**$ 18,070,000**	**$ 3,852,000**	

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2022B	Series 2023A	Series 2023
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds
Original Par Amt:	$47,040,000	$8,015,000	$19,025,000
Percent of Use:	1.03%	2.39%	3.53%
Dated Date:	12/13/2022	12/7/2023	12/7/2023
Delivery Date:	12/13/2022	12/7/2023	12/7/2023
Principal Due:	March 1	March 1	March 1
Call Provisions:	mtys '33-'42 callable 03/1/32 @ 100%	mtys '34-'43 callable 03/1/33 @ 100%	mty '34 callable 03/1/33 @ 100%
Use of Proceeds:	New Money	New Money	Refunding

Period Ending 9/30	Series 2022B Principal	Series 2022B Interest	Series 2022B Coupon%	Series 2023A Principal	Series 2023A Interest	Series 2023A Coupon%	Series 2023 Principal	Series 2023 Interest	Series 2023 Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2024	6,355	20,793	5.000	24,856	6,402	5.000	1,668	24,568	5.000	2,121,856	1,867,065	3,988,921	0
2025	6,611	20,468	5.000	3,466	8,248	5.000	56,087	32,073	5.000	2,201,789	1,771,918	3,973,707	0
2026	6,970	20,129	5.000	2,988	8,087	5.000	59,006	29,195	5.000	2,312,709	1,663,350	3,976,059	363,686
2027	7,329	19,771	5.000	2,868	7,941	5.000	5,421	27,585	5.000	2,428,057	1,553,877	3,981,934	461,731
2028	7,688	19,396	5.000	5,019	7,744	5.000	5,630	27,308	5.000	2,547,489	1,437,548	3,985,036	529,935
2029	8,098	19,001	5.000	2,510	7,555	5.000	5,838	27,022	5.000	2,667,065	1,315,266	3,982,330	628,050
2030	8,559	18,585	5.000	2,151	7,439	5.000	69,222	25,145	5.000	2,784,661	1,188,657	3,973,318	1,160,697
2031	13,376	18,037	5.000	9,680	7,143	5.000	102,582	20,850	5.000	2,158,994	1,070,301	3,229,294	668,356
2032	21,833	17,156	5.000	9,680	6,659	5.000	114,884	15,413	5.000	2,058,632	966,183	3,024,814	477,236
2033	22,960	16,037	5.000	9,919	6,169	5.000	122,390	9,482	5.000	2,158,033	869,719	3,027,752	2,025,725
2034	24,139	14,859	5.000	10,038	5,670	5.000	128,436	3,211	5.000	2,249,170	776,349	3,025,519	2,249,170
2035	35,055	13,379	5.000	9,919	5,171	5.000				2,270,259	681,786	2,952,045	2,270,259
2036	36,439	11,592	5.000	10,277	4,666	5.000				2,368,663	585,936	2,954,599	2,368,663
2037	38,079	9,919	4.000	10,755	4,141	5.000				2,422,914	487,125	2,910,039	2,422,914
2038	39,770	8,337	4.125	11,353	3,588	5.000				2,341,169	388,962	2,730,131	2,341,169
2039	41,410	6,663	4.125	11,950	3,005	5.000				2,146,424	298,590	2,445,014	2,146,424
2040	43,204	4,891	4.250	12,548	2,393	5.000				2,040,751	215,584	2,256,335	2,040,751
2041	45,049	3,016	4.250	13,145	1,751	5.000				2,123,194	132,066	2,255,260	2,123,194
2042	47,048	1,029	4.375	13,862	1,076	5.000				2,210,910	45,105	2,256,014	2,210,910
2043				14,579	364	5.000				14,579	364	14,943	14,579
Outstanding Par($):	459,969	263,058		191,559	105,214		671,162	241,851		43,627,317	17,315,749	60,943,066	26,503,450
Callable Principal/ Interest:	**$ 373,151**	**$ 89,722**		**$ 118,425**	**$ 31,826**		**$ 128,436**	**$ 3,211**		**$ 26,503,450**	**$ 5,448,401**	**$ 31,951,851**	

CITY OF CONROE
Est. 1904

Section 5 – POLICE, FIRE, AND MUNICIPAL BUILDING DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2005			Series 2014			Series 2015			Series 2015		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$3,865,000			$31,100,000			$33,370,000			$8,795,000		
Percent of Use:	93.02%			65.75%			1.31%			62.84%		
Dated Date:	12/29/2005			9/1/2014			4/1/2015			9/1/2015		
Delivery Date:	12/29/2005			9/25/2014			4/23/2015			9/24/2015		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	Non Callable			mtys '25-'34 callable 03/1/24 @ 100%			mtys '26-'30 callable 03/1/25 @ 100%			mtys '26-'35 callable 03/1/25 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	330,221	107,115	4.325	894,200	119,390	5.000	38,187	10,103	5.000	147,686	89,721	2.375
2025	344,174	92,532	4.325	0	97,035	5.000	40,152	8,145	5.000	150,828	85,705	3.000
2026	362,778	77,244	4.325	0	97,035	5.000	41,724	6,515	3.000	153,970	81,133	3.000
2027	376,731	61,252	4.325	1,032,275	81,551	3.000	43,034	5,244	3.000	160,255	76,419	3.000
2028	390,684	44,657	4.325	1,061,863	50,138	3.000	44,606	3,706	4.000	166,539	71,518	3.000
2029	409,288	27,357	4.325	1,094,738	17,105	3.125	46,178	2,121	3.000	169,681	66,474	3.000
2030	427,892	9,253	4.325				47,619	714	3.000	172,823	61,121	3.250
2031										157,112	55,661	3.375
2032										226,242	49,192	3.375
2033										361,358	38,147	4.000
2034										380,212	23,315	4.000
2035										392,781	7,856	4.000
2036												
2037												
2038												
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	2,641,768	419,410		4,083,075	462,253		301,497	36,548		2,639,486	706,261	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 3,188,875**	**$ 342,864**		**$ 223,159**	**$ 18,300**		**$ 2,340,973**	**$ 530,835**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2016			Series 2017A			Series 2018			Series 2018A		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$11,275,000			$20,110,000			$24,185,000			$42,870,000		
Percent of Use:	36.57%			32.47%			10.26%			7.0600%		
Dated Date:	9/1/2015			9/1/2017			5/24/2018			11/15/2018		
Delivery Date:	9/22/2016			9/21/2017			5/24/2018			11/15/2018		
Principal Due:	March 1			March 1			November 15			March 1		
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%			mtys '28-'37 callable 03/1/27 @ 100%			mtys '29 callable 11/15/28 @ 100%			mtys '29-'38 callable 03/1/28 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	122,510	79,336	3.000	181,832	206,996	2.000	306,054	111,418	4.000	68,434	135,350	5.000
2025	126,167	75,606	3.000	188,326	200,470	5.000	320,628	97,281	5.000	71,961	131,840	5.000
2026	129,824	72,415	2.000	198,067	190,810	5.000	337,631	80,825	5.000	75,489	128,154	5.000
2027	133,481	69,782	2.000	207,808	180,663	5.000	352,205	65,340	4.000	79,369	124,283	5.000
2028	135,309	67,095	2.000	217,549	170,029	5.000	369,208	49,066	5.000	83,602	120,208	5.000
2029	137,138	64,284	2.125	230,537	158,827	5.000	386,211	30,180	5.000	87,835	115,922	5.000
2030	142,623	59,975	4.000	240,278	148,258	4.000	410,501	10,263	5.000	92,068	111,425	5.000
2031	188,336	53,356	4.000	366,911	136,114	4.000				226,466	103,462	5.000
2032	232,220	44,945	4.000	413,993	120,496	4.000				241,987	91,750	5.000
2033	245,019	35,400	4.000	430,228	103,612	4.000				254,333	79,342	5.000
2034	252,333	25,453	4.000	448,086	86,046	4.000				267,385	66,299	5.000
2035	252,333	15,359	4.000	574,719	65,589	4.000				283,258	52,533	5.000
2036	257,819	5,156	4.000	647,777	41,139	4.000				298,074	38,000	5.000
2037				704,599	14,092	4.000				300,896	23,026	5.000
2038										310,067	7,752	5.000
2039												
2040												
2041												
2042												
2043												
Outstanding Par($):	2,355,108	668,162		5,050,709	1,823,142		2,482,438	444,373		2,741,220	1,329,347	
Callable Principal/ Interest:	**$ 1,976,609**	**$ 440,805**		**$ 4,274,676**	**$ 1,044,203**		**$ 410,501**	**$ 10,263**		**$ 2,362,367**	**$ 689,512**	

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2019A			Series 2020A			Series 2020			Series 2021B		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$23,730,000			$4,350,000			$20,765,000			$16,725,000		
Percent of Use:	21.02%			100.00%			9.39%			21.37%		
Dated Date:	12/17/2019			10/6/2020			12/15/2020			12/9/2021		
Delivery Date:	12/17/2019			10/6/2020			12/15/2020			12/9/2021		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%			mtys '25-'35 callable 03/1/24 @ 100%			mty 2031 callable 03/1/30 @ 100%			mtys '32-'41 callable 03/1/31 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2024	153,433	193,409	5.000	275,000	47,194	5.000	168,360	76,545	5.000	71,602	125,415	5.000
2025	161,840	185,528	5.000	275,000	43,385	5.000	176,748	67,917	5.000	76,945	121,701	5.000
2026	170,247	177,225	5.000	280,000	39,542	5.000	186,096	58,846	5.000	80,151	117,774	5.000
2027	177,604	168,529	5.000	285,000	35,629	5.000	195,736	49,300	5.000	84,426	113,659	5.000
2028	187,062	159,413	5.000	290,000	31,647	5.000	206,628	39,241	5.000	87,632	109,358	5.000
2029	197,571	149,797	5.000	295,000	27,596	5.000	216,908	28,653	5.000	91,906	104,870	5.000
2030	207,029	139,682	5.000	295,000	23,510	5.000	228,092	17,528	5.000	97,250	100,141	5.000
2031	265,880	127,859	5.000	300,000	19,390	5.000	236,508	5,913	5.000	212,667	92,393	5.000
2032	279,542	114,223	5.000	305,000	15,200	5.000				261,827	81,840	4.000
2033	294,255	99,878	5.000	310,000	10,942	5.000				220,148	72,200	4.000
2034	308,968	84,798	5.000	315,000	6,613	5.000				229,766	63,202	4.000
2035	376,226	69,549	4.000	320,000	2,216	5.000				266,101	54,615	3.000
2036	390,939	54,206	4.000							265,033	46,648	3.000
2037	406,702	38,253	4.000							274,651	38,553	3.000
2038	423,517	21,649	4.000							281,063	30,217	3.000
2039	439,280	6,589	3.000							278,925	21,817	3.000
2040										291,750	13,257	3.000
2041										296,024	4,440	3.000
2042												
2043												
Outstanding Par($):	4,440,095	1,790,588		3,545,000	302,865		1,615,076	343,942		3,467,867	1,312,099	
Callable Principal/ Interest:	**$ 3,392,337**	**$ 756,687**		**$ 3,270,000**	**$ 255,671**		**$ 236,508**	**$ 5,913**		**$ 2,665,288**	**$ 426,788**	

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2022B			Series 2023A			Series 2023			Total Outstanding Debt Service			Total Principal
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds						
Original Par Amt:	$47,040,000			$8,015,000			$19,025,000						
Percent of Use:	14.58%			23.85%			55.62%						
Dated Date:	12/13/2022			12/7/2023			12/7/2023						
Delivery Date:	12/13/2022			12/7/2023			12/7/2023						
Principal Due:	March 1			March 1			March 1						
Call Provisions:	mtys '33-'42 callable 03/1/32 @ 100%			mtys '34-'43 callable 03/1/33 @ 100%			mty '34 callable 03/1/33 @ 100%						
Use of Proceeds:	New Money			New Money			Refunding						
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Total	Callable
2024	90,390	295,740	5.000	248,040	63,890	5.000	26,300	387,366	5.000	3,122,246	2,048,990	5,171,236	0
2025	94,035	291,130	5.000	34,583	82,312	5.000	884,338	505,700	5.000	2,945,722	2,086,286	5,032,009	275,000
2026	99,137	286,301	5.000	29,813	80,702	5.000	930,363	460,332	5.000	3,075,288	1,954,853	5,030,141	475,694
2027	104,240	281,216	5.000	28,620	79,242	5.000	85,475	434,936	5.000	3,346,257	1,827,046	5,173,302	1,654,044
2028	109,343	275,877	5.000	50,085	77,274	5.000	88,763	430,580	5.000	3,488,870	1,699,806	5,188,677	1,915,865
2029	115,174	270,264	5.000	25,043	75,396	5.000	92,050	426,060	5.000	3,595,257	1,564,907	5,160,163	2,061,105
2030	121,735	264,341	5.000	21,465	74,233	5.000	1,091,450	396,473	5.000	3,595,825	1,416,915	5,012,740	1,607,941
2031	190,256	256,541	5.000	96,593	71,282	5.000	1,617,450	328,750	5.000	3,858,178	1,250,720	5,108,898	1,741,212
2032	310,533	244,021	5.000	96,593	66,452	5.000	1,811,413	243,028	5.000	4,179,347	1,071,148	5,250,495	1,960,809
2033	326,570	228,094	5.000	98,978	61,563	5.000	1,929,763	149,499	5.000	4,470,650	878,677	5,349,326	2,441,910
2034	343,335	211,346	5.000	100,170	56,584	5.000	2,025,100	50,628	5.000	4,670,354	674,284	5,344,638	4,670,354
2035	498,602	190,298	5.000	98,978	51,605	5.000				3,062,997	509,621	3,572,618	3,062,997
2036	518,283	164,876	5.000	102,555	46,567	5.000				2,480,478	396,593	2,877,071	2,480,478
2037	541,610	141,086	4.000	107,325	41,320	5.000				2,335,783	296,330	2,632,113	2,335,783
2038	565,665	118,587	4.125	113,288	35,805	5.000				1,693,600	214,010	1,907,609	1,693,600
2039	588,992	94,773	4.125	119,250	29,991	5.000				1,426,447	153,170	1,579,618	1,426,447
2040	614,505	69,566	4.250	125,213	23,880	5.000				1,031,467	106,703	1,138,170	1,031,467
2041	640,747	42,892	4.250	131,175	17,470	5.000				1,067,946	64,803	1,132,749	1,067,946
2042	669,176	14,638	4.375	138,330	10,733	5.000				807,506	25,371	832,877	807,506
2043				145,485	3,637	5.000				145,485	3,637	149,122	145,485
Outstanding Par($):	6,542,326	3,741,588		1,911,578	1,049,939		10,582,463	3,813,352		54,399,704	18,243,869	72,643,573	32,855,644
Callable Principal/ Interest:	**$ 5,307,485**	**$ 1,276,157**		**$ 1,181,768**	**$ 317,593**		**$ 2,025,100**	**$ 50,628**		**$ 32,855,644**	**$ 6,166,216**	**$ 39,021,860**	



Section 6 – TRANSPORTATION GRANTS

City of Conroe, Texas

Overview of Debt Service Requirements - Transportation Grants

Issue:	Series 2014	Series 2015	Series 2016	Series 2023
Debt Type:	Certificates of Obligation	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds
Original Par Amt:	$31,100,000	$8,795,000	$11,275,000	$19,025,000
Percent of Use:	0.65%	0.22%	12.90%	0.55%
Dated Date:	9/1/2014	9/1/2015	9/1/2015	12/7/2023
Delivery Date:	9/25/2014	9/24/2015	9/22/2016	12/7/2023
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	mtys '25-'34 callable 03/1/24 @ 100%	mtys '26-'35 callable 03/1/25 @ 100%	mtys '27-'36 callable 03/1/26 @ 100%	mty '34 callable 03/1/33 @ 100%
Use of Proceeds:	New Money	New Money	New Money	Refunding

Period	Series 2014			Series 2015			Series 2016			Series 2023			Total Outstanding Debt Service			Total Principal
Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Total	Callable
2024	8,840	1,180	5.000	523	318	2.375	43,215	27,986	3.000	260	3,829	5.000	52,838	33,313	86,151	
2025	0	959	5.000	534	303	3.000	44,505	26,670	3.000	8,743	4,999	5.000	53,782	32,932	86,713	0
2026	0	959	5.000	545	287	3.000	45,795	25,544	2.000	9,198	4,551	5.000	55,538	31,342	86,879	545
2027	10,205	806	3.000	567	271	3.000	47,085	24,616	2.000	845	4,300	5.000	58,702	29,992	88,695	57,857
2028	10,498	496	3.000	590	253	3.000	47,730	23,667	2.000	878	4,257	5.000	59,695	28,673	88,368	58,817
2029	10,823	169	3.125	601	235	3.000	48,375	22,676	2.125	910	4,212	5.000	60,708	27,293	88,001	59,798
2030				612	216	3.250	50,310	21,156	4.000	10,790	3,920	5.000	61,712	25,292	87,004	50,922
2031				556	197	3.375	66,435	18,821	4.000	15,990	3,250	5.000	82,981	22,268	105,249	66,991
2032				801	174	3.375	81,915	15,854	4.000	17,908	2,403	5.000	100,624	18,431	119,054	82,716
2033				1,279	135	4.000	86,430	12,487	4.000	19,078	1,478	5.000	106,787	14,100	120,887	87,709
2034				1,346	83	4.000	89,010	8,978	4.000	20,020	501	5.000	110,376	9,561	119,938	110,376
2035				1,391	28	4.000	89,010	5,418	4.000				90,401	5,446	95,846	90,401
2036							90,945	1,819	4.000				90,945	1,819	92,764	90,945
Outstanding Par($):	40,365	4,570		9,345	2,500		830,760	235,693		104,618	37,699		985,088	280,462	1,265,549	757,078
Callable Principal/ Interest:	**$ 31,525**	**$ 3,390**		**$ 8,288**	**$ 1,879**		**$ 697,245**	**$ 155,493**		**$ 20,020**	**$ 501**		**$ 757,078**	**$ 161,262**	**$ 918,341**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES



Section 7 – INDUSTRIAL BUSINESS PARK DEBT SERVICE

City of Conroe, Texas

Issue:	*Series 2016*	*Series 2018*	*Series 2019*	*Series 2020*
Debt Type:	*Sales Tax Revenue Refunding Bonds, Taxable*	*Sales Tax Revenue Bonds, Taxable*	*Sales Tax Revenue Bonds,*	*Sales Tax Revenue Refunding Bonds, Taxable*
Original Par Amt:	**$13,815,000**	**$23,225,000**	**$20,195,000**	**$16,645,000**
Percent of Use:	12.81%	100.00%	100.00%	48.47%
Dated Date:	6/14/2016	6/21/2018	9/12/2019	11/12/2020
Delivery Date:	6/14/2016	6/21/2018	9/12/2019	11/12/2020
Principal Due:	September 1	September 1	September 1	September 1
Call Provisions:	Non Callable	mtys '29-'33 callable 09/1/28 @ 100%	mtys '30-'39 callable 09/1/29 @ 100%	mtys '31-'32 callable 09/1/30 @ 100%
Use of Proceeds:	Refunding	New Money	New Money	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%
2024	131,943	29,051	2.900	985,000	816,480	4.320	635,000	782,250	5.000	874,883	81,528	1.310
2025	136,427	25,224	2.900	1,020,000	773,928	4.320	670,000	750,500	5.000	884,578	70,068	1.310
2026	139,629	21,268	2.900	1,070,000	729,864	4.320	705,000	717,000	5.000	896,695	58,480	1.310
2027	144,113	17,219	2.900	1,115,000	683,640	4.320	735,000	681,750	5.000	908,812	46,733	1.310
2028	148,596	13,039	2.900	1,160,000	635,472	4.320	775,000	645,000	5.000	920,930	34,827	1.310
2029	148,596	8,730	2.900	2,280,000	585,360	4.320	815,000	606,250	5.000	431,383	22,763	1.310
2030	152,439	4,421	2.900	2,375,000	486,864	4.320	855,000	565,500	5.000	438,653	17,112	1.310
2031				2,825,000	384,264	4.320	1,235,000	522,750	5.000	431,383	11,366	1.310
2032				2,945,000	262,224	4.320	1,300,000	461,000	4.000	436,230	5,715	1.310
2033				3,125,000	135,000	4.320	1,330,000	409,000	4.000			
2034							1,340,000	355,800	4.000			
2035							1,395,000	302,200	4.000			
2036							1,450,000	246,400	4.000			
2037							1,510,000	188,400	4.000			
2038							1,570,000	128,000	4.000			
2039							1,630,000	65,200	4.000			
Outstanding Par($):	1,001,742	118,951		18,900,000	5,493,096		17,950,000	7,427,000		6,223,547	348,591	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 13,550,000**	**$ 1,853,712**		**$ 13,615,000**	**$ 3,244,250**		**$ 867,613**	**$ 17,080**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**
2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Industrial Park

Issue:

Debt Type:
Original Par Amt:

Percent of Use:

Dated Date:
Delivery Date:
Principal Due:

Call Provisions:

Use of Proceeds:

Period Ending 9/30	Total Outstanding Debt Service			Total Principal Callable
	Principal	Interest	Total	
2024	2,626,826	1,709,309	4,336,135	0
2025	2,711,005	1,619,720	4,330,724	0
2026	2,811,324	1,526,611	4,337,935	0
2027	2,902,925	1,429,341	4,332,266	0
2028	3,004,526	1,328,339	4,332,865	0
2029	3,674,979	1,223,103	4,898,082	2,280,000
2030	3,821,092	1,073,897	4,894,989	3,230,000
2031	4,491,383	918,380	5,409,763	4,491,383
2032	4,681,230	728,939	5,410,169	4,681,230
2033	4,455,000	544,000	4,999,000	4,455,000
2034	1,340,000	355,800	1,695,800	1,340,000
2035	1,395,000	302,200	1,697,200	1,395,000
2036	1,450,000	246,400	1,696,400	1,450,000
2037	1,510,000	188,400	1,698,400	1,510,000
2038	1,570,000	128,000	1,698,000	1,570,000
2039	1,630,000	65,200	1,695,200	1,630,000
Outstanding Par($):	44,075,289	13,387,639	57,462,928	28,032,613

Callable Principal/ Interest:	**$ 28,032,613**	**$ 5,115,042**	**$ 33,147,655**



Section 8 – TECHNOLOGY PARK DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Technology Park

Issue:	Series 2016 Sales Tax Revenue Refunding Bonds, Taxable	Series 2020 Sales Tax Revenue Refunding Bonds, Taxable
Debt Type:		
Original Par Amt:	$13,815,000	$16,645,000
Percent of Use:	87.19%	51.53%
Dated Date:	6/14/2016	11/12/2020
Delivery Date:	6/14/2016	11/12/2020
Principal Due:	September 1	September 1
Call Provisions:	Non Callable	mtys '31-'32 callable 09/1/30 @ 100%
Use of Proceeds:	Refunding	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2024	898,057	197,729	2.900	930,117	86,676	1.310	1,828,174	284,405	2,112,579	0
2025	928,574	171,686	2.900	940,423	74,490	1.310	1,868,997	246,176	2,115,172	0
2026	950,371	144,757	2.900	953,305	62,171	1.310	1,903,676	206,929	2,110,605	0
2027	980,888	117,196	2.900	966,188	49,683	1.310	1,947,076	166,880	2,113,955	0
2028	1,011,404	88,751	2.900	979,070	37,026	1.310	1,990,474	125,777	2,116,251	0
2029	1,011,404	59,420	2.900	458,617	24,200	1.310	1,470,021	83,620	1,553,641	0
2030	1,037,561	30,089	2.900	466,347	18,192	1.310	1,503,908	48,282	1,552,190	0
2031				458,617	12,083	1.310	458,617	12,083	470,700	458,617
2032				463,770	6,075	1.310	463,770	6,075	469,845	463,770
Outstanding Par($):	6,818,258	809,629		6,616,454	370,598		13,434,712	1,180,226	14,614,938	922,387
Callable Principal/ Interest:	$ -	$ -		$ 922,387	$ 18,159		$ 922,387	$ 18,159	$ 940,546	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES



Section 9 – CONVENTION CENTER DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Covention Center

Issue:	***Series 2021A***
Debt Type:	***Certificates of Obligation***
Original Par Amt:	**$17,390,000**
Percent of Use:	100.00%
Dated Date:	8/31/2021
Delivery Date:	8/31/2021
Principal Due:	March 1
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%
Use of Proceeds:	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2024	140,000	614,550	5.000	140,000	614,550	754,550	0
2025	230,000	605,300	5.000	230,000	605,300	835,300	0
2026	285,000	592,425	5.000	285,000	592,425	877,425	0
2027	325,000	577,175	5.000	325,000	577,175	902,175	0
2028	375,000	559,675	5.000	375,000	559,675	934,675	0
2029	675,000	533,425	5.000	675,000	533,425	1,208,425	0
2030	830,000	495,800	5.000	830,000	495,800	1,325,800	0
2031	915,000	452,175	5.000	915,000	452,175	1,367,175	0
2032	1,005,000	409,200	4.000	1,005,000	409,200	1,414,200	1,005,000
2033	1,080,000	367,500	4.000	1,080,000	367,500	1,447,500	1,080,000
2034	1,160,000	328,500	3.000	1,160,000	328,500	1,488,500	1,160,000
2035	1,230,000	292,650	3.000	1,230,000	292,650	1,522,650	1,230,000
2036	1,310,000	254,550	3.000	1,310,000	254,550	1,564,550	1,310,000
2037	1,390,000	214,050	3.000	1,390,000	214,050	1,604,050	1,390,000
2038	1,475,000	171,075	3.000	1,475,000	171,075	1,646,075	1,475,000
2039	1,560,000	125,550	3.000	1,560,000	125,550	1,685,550	1,560,000
2040	1,655,000	77,325	3.000	1,655,000	77,325	1,732,325	1,655,000
2041	1,750,000	26,250	3.000	1,750,000	26,250	1,776,250	1,750,000
Outstanding Par($):	17,390,000	6,697,175		17,390,000	6,697,175	24,087,175	13,615,000
Callable Principal/ Interest:	**$ 13,615,000**	**$ 2,266,650**		**$ 13,615,000**	**$ 2,266,650**	**$ 15,881,650**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES



Section 10 – CLGC HOTEL DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Hotel

Issue:	Series 2021A	Series 2021B	Series 2021C
Debt Type:	First-Lien Hotel Revenue Bonds (Conroe Convention Center Hotel)	Second-Lien Hotel Revenue Bonds (Conroe Convention Center Hotel)	Combination Third-Lien Hotel Revenue and Subordinate Contract Revenue Bond (Conroe Convention Center Hotel)
Original Par Amt:	$28,715,000	$27,160,000	$21,215,000
Percent of Use:	100.00%	100.00%	100.00%
Dated Date:	8/31/2021	6/21/2018	9/12/2019
Delivery Date:	8/31/2021	6/21/2018	9/12/2019
Principal Due:	October 1	September 1	September 1
Call Provisions:	mtys '32-'50 callable 10/1/31 @ 100%	mtys '32-'50 callable 10/1/31 @ 100%	mtys '32-'50 callable 10/1/31 @ 100%
Use of Proceeds:	New Money	New Money	New Money

Period Ending 9/30	Series 2021A Maturing Amt.	Series 2021A Interest	Series 2021A Coupon%	Series 2021B Maturing Amt.	Series 2021B Interest	Series 2021B Coupon%	Series 2021C Maturing Amt.	Series 2021C Interest	Series 2021C Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2024		1,084,100			1,285,700			903,600		0	3,273,400	3,273,400	0
2025		1,084,100			1,285,700			903,600		0	3,273,400	3,273,400	0
2026	550,000	1,077,225	2.500	565,000	1,275,813	3.500		903,600		1,115,000	3,256,638	4,371,638	0
2027	545,000	1,063,538	2.500	605,000	1,255,338	3.500		903,600		1,150,000	3,222,475	4,372,475	0
2028	580,000	1,049,475	2.500	645,000	1,233,463	3.500		903,600	5.000	1,225,000	3,186,538	4,411,538	0
2029	605,000	1,034,663	2.500	685,000	1,210,188	3.500	325,000	895,475	5.000	1,615,000	3,140,325	4,755,325	0
2030	640,000	1,019,100	2.500	725,000	1,185,513	3.500	400,000	877,350	5.000	1,765,000	3,081,963	4,846,963	0
2031	670,000	1,002,725	2.500	775,000	1,159,263	3.500	485,000	855,225	5.000	1,930,000	3,017,213	4,947,213	0
2032	710,000	985,475	2.500	820,000	1,131,350	3.500	570,000	828,850	5.000	2,100,000	2,945,675	5,045,675	
2033	740,000	961,800	4.000	870,000	1,095,250	5.000	675,000	797,725	5.000	2,285,000	2,854,775	5,139,775	2,285,000
2034	785,000	931,300	4.000	895,000	1,051,125	5.000	705,000	763,225	5.000	2,385,000	2,745,650	5,130,650	2,385,000
2035	835,000	898,900	4.000	920,000	1,005,750	5.000	745,000	726,975	5.000	2,500,000	2,631,625	5,131,625	2,500,000
2036	890,000	864,400	4.000	950,000	959,000	5.000	780,000	688,850	5.000	2,620,000	2,512,250	5,132,250	2,620,000
2037	940,000	827,800	4.000	980,000	910,750	5.000	815,000	648,975	4.000	2,735,000	2,387,525	5,122,525	2,735,000
2038	995,000	789,100	4.000	1,015,000	860,875	5.000	860,000	611,400	4.000	2,870,000	2,261,375	5,131,375	2,870,000
2039	1,055,000	748,100	4.000	1,040,000	809,500	5.000	895,000	576,300	4.000	2,990,000	2,133,900	5,123,900	2,990,000
2040	1,115,000	704,700	4.000	1,080,000	756,500	5.000	925,000	539,900	4.000	3,120,000	2,001,100	5,121,100	3,120,000
2041	1,175,000	658,900	4.000	1,115,000	701,625	5.000	970,000	502,000	4.000	3,260,000	1,862,525	5,122,525	3,260,000
2042	1,240,000	610,600	4.000	1,150,000	645,000	5.000	1,005,000	462,500	4.000	3,395,000	1,718,100	5,113,100	3,395,000
2043	1,315,000	559,500	4.000	1,190,000	586,500	5.000	1,045,000	421,500	4.000	3,550,000	1,567,500	5,117,500	3,550,000
2044	1,380,000	505,600	4.000	1,230,000	526,000	5.000	1,085,000	378,900	4.000	3,695,000	1,410,500	5,105,500	3,695,000
2045	1,460,000	448,800	4.000	1,270,000	463,500	5.000	1,130,000	334,600	4.000	3,860,000	1,246,900	5,106,900	3,860,000
2046	1,530,000	389,000	4.000	1,315,000	398,875	5.000	1,175,000	288,500	4.000	4,020,000	1,076,375	5,096,375	4,020,000
2047	1,620,000	326,000	4.000	1,365,000	331,875	5.000	1,225,000	240,500	4.000	4,210,000	898,375	5,108,375	4,210,000
2048	1,700,000	259,600	4.000	1,410,000	262,500	5.000	1,270,000	190,600	4.000	4,380,000	712,700	5,092,700	4,380,000
2049	1,785,000	189,900	4.000	1,465,000	190,625	5.000	1,325,000	138,700	4.000	4,575,000	519,225	5,094,225	4,575,000
2050	1,880,000	116,600	4.000	1,510,000	116,250	5.000	1,375,000	84,700	4.000	4,765,000	317,550	5,082,550	4,765,000
2051	1,975,000	39,500	4.000	1,570,000	39,250	5.000	1,430,000	28,600	4.000	4,975,000	107,350	5,082,350	4,975,000
Outstanding Par($):	28,715,000	20,230,500		27,160,000	22,733,075		21,215,000	16,399,350		77,090,000	59,362,925	136,452,925	66,190,000
Callable Principal/ Interest:	**$ 24,415,000**	**$ 10,830,100**		**$ 22,340,000**	**$ 11,710,750**		**$ 19,435,000**	**$ 8,424,450**		**$ 66,190,000**	**$ 30,965,300**	**$ 97,155,300**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

CITY OF CONROE
Est. 1904

Section 11 – ARBITRAGE/YIELD RESTRICTION CALCULATION REQUIREMENTS

City of Conroe
Arbitrage / Yield Restriction Calculation Requirements
as of 9/30/2023

Bond Issue	Par	Delivery Date	Final Maturity	Reports Completed	Calculated Arbitrage	NEXT REPORT DATE
Certificates of Obligation, Series 2005	$3,865,000	12/29/05	03/01/30	12/29/20 15th R	Neg	12/29/25 20th R
Water and Sewer System Revenue Bonds, Series 2013	$6,790,000	09/26/13	11/15/33	9/26/23 10th R	Neg	9/26/28 15th R
Certificates of Obligation, Series 2014	$31,100,000	09/25/14	03/01/34	9/25/19 5th R	Neg	9/25/24 10th R
Water and Sewer System Revenue Bonds, Series 2014	$17,130,000	09/25/14	11/15/34	9/25/19 5th R	Neg	9/25/24 10th R
Limited Tax Refunding Bonds, Series 2015	$33,370,000	04/23/15	03/01/30	4/23/20 5th R	Neg	4/23/25 10th R
Certificates of Obligation, Series 2015	$8,795,000	09/24/15	03/01/35	9/24/20 5th R	Neg	9/24/25 10th R
Water and Sewer System Revenue Bonds, Series 2015	$14,400,000	09/24/15	11/15/35	9/24/20 5th R	Neg	9/24/25 10th R
Certificates of Obligation, Series 2016	$11,275,000	09/22/16	03/01/36	9/22/21 5th R	Neg	9/22/26 10th R
Certificates of Obligation, Series 2017A	$21,990,000	09/21/17	03/01/37	9/21/22 5th R	Neg	9/21/23 I
Certificates of Obligation, Series 2017B	$21,590,000	09/21/17	11/15/37	9/21/22 5th R	Neg	9/21/23 I
Limited Tax Refunding Bonds, Series 2018	$24,185,000	05/24/18	11/15/30	5/24/23 5th R	Neg	5/24/33 10th R
Certificates of Obligation, Series 2018A	$42,870,000	11/15/18	03/01/38	11/30/20 I R	Neg	11/15/23 5th R
Certificates of Obligation, Series 2018B	$86,845,000	11/15/18	11/15/38	11/15/20 I	Neg	11/15/23 5th R
Certificates of Obligation & Limited Tax Bonds, Series 2019A & 2019B	$59,680,000	12/17/19	09/01/40	12/17/21 I	Neg	12/17/24 5th R
CIDC Sales Tax Revenue Bonds, Series 2019	$20,195,000	09/12/19	09/01/39	9/12/23 I YR	$ 120,745	9/12/24 5th R
Certificates of Obligation, Series 2020A	$4,350,000	10/06/20	03/01/35	10/6/22 I	Neg	10/6/24 I
Certificates of Obligation, Series 2020B & 2020C & Limited Tax Bonds, Series 2020	$45,355,000	12/10/20	09/30/41	12/10/22 I	Neg	12/15/24 I
Certificates of Obligation, Series 2021A	$17,390,000	08/31/21	03/01/41	8/31/23 I	Neg	8/31/25 I
First Lien, Second Lien, and Third Lien Hotel Revenue Bonds (Conroe Convention Center Hotel), Series 2021A, 2021B, & 2021C	$77,090,000	08/31/21	10/01/50	8/31/23 I	Neg	8/31/26 5th R
Certificates of Obligation & Limited Tax Bonds, Series 2021, 2021B & 2021C	$51,895,000	12/09/21	11/15/41	12/9/22 I	Neg	12/9/24 I
Certificates of Obligation, Series 2022A	$29,645,000	03/15/22	03/01/42	3/15/23 I	$ 686,994	3/15/24
Certificates of Obligation, Series 2022B & Series 2022C	$92,650,000	12/13/22	11/15/42		N/A	12/13/23 I

City of Conroe
Arbitrage / Yield Restriction Calculation Requirements
as of 9/30/2023

Bond Issue	Par	Delivery Date	Final Maturity	Reports Completed	Calculated Arbitrage	NEXT REPORT DATE

Arbitrage Definition:
Generally, transactions by which securities are bought and sold in different markets at the same time for the sake of profit arising from a difference in prices in the two markets. With respect to the issuance of municipal bonds, arbitrage usually refers to the difference between the interest paid on the bonds issued and the interest earned by investing the bond proceeds in other securities. Arbitrage profits are permitted on bond proceeds for various temporary periods (typically three years; see "Temporary Period Expiration Date" column) after the issuance of municipal bonds. Internal Revenue Service regulations govern arbitrage of municipal bond proceeds.

Arbitrage Rebate Requirements:
An *Arbitrage Rebate* is a rebate to the IRS of the profits or earnings above the bond yield earned on the investment of the gross proceeds from a debt issue that are not specifically exempted. Gross proceeds subject to rebate may come form debt service funds, construction funds, escrow funds, cost of issuance funds, and reserve funds.

Yield Restriction Requirements:
The *Yield Restriction Requirements* set forth various investment yield limitation conditions for different categories of gross proceeds from a debt issue (e.g., sale, investment, transferred, reserve proceeds). If there are unexpended project/constructions proceeds at the end of the initial 3-year temporary period (in excess of the minor portion; the lesser of $100,000 or 5% of the sale proceeds of the issue), an issuer may no longer invest the remaining proceeds above the materially higher yield (bond yield +.125%) without taking corrective actions to remedy interest earnings above the materially higher yield. The issuer can either yield restrict the proceeds below the materially higher yield, or a *Yield Reduction Payment Report* is required.

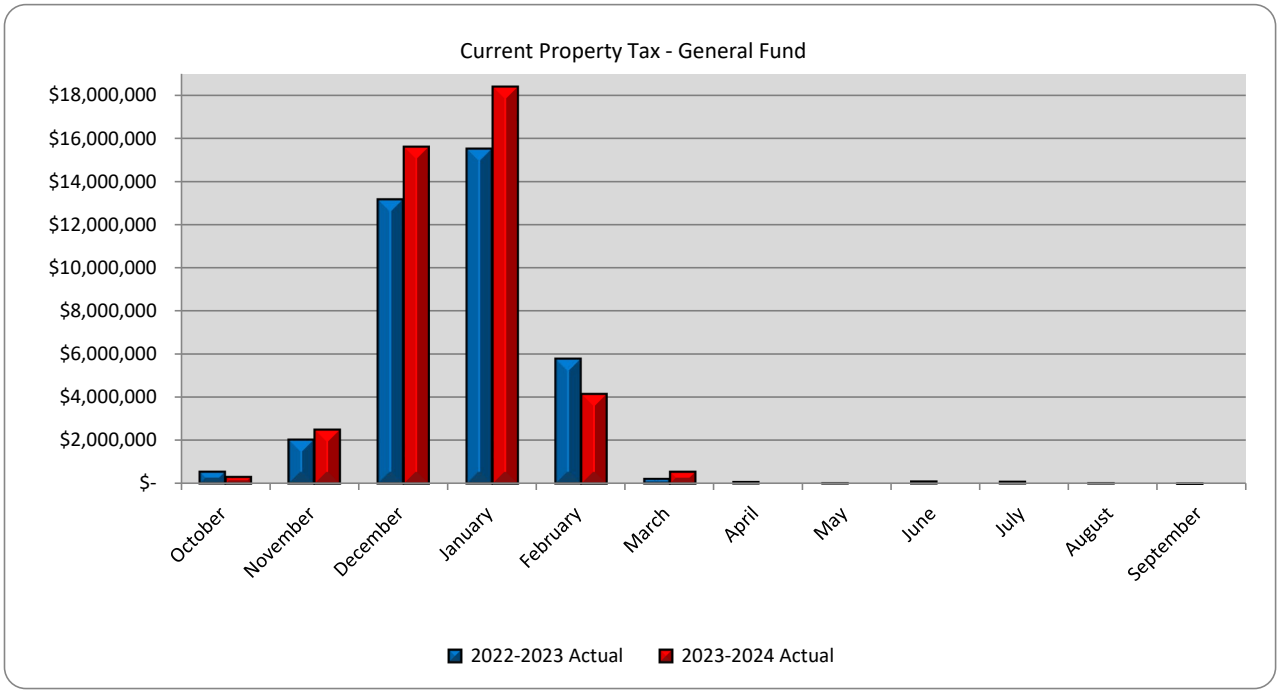
Arbitrage Rebate Reports as well as Yield Restriction Reports are due every 5 years and on the final maturity of the debt.
(R=Rebate); (YR=Yield Rest.); (YRT=Yield Rest. Test); (SE=Spend Exc); (I=Interim); (C=Consulting); (5th=5th Year); (10th=5th Year); (15th=15th Year); (F=Final).

ECONOMIC INDICATORS

Monthly Financial Summary Report
March 2024

Current Property Tax - General Fund

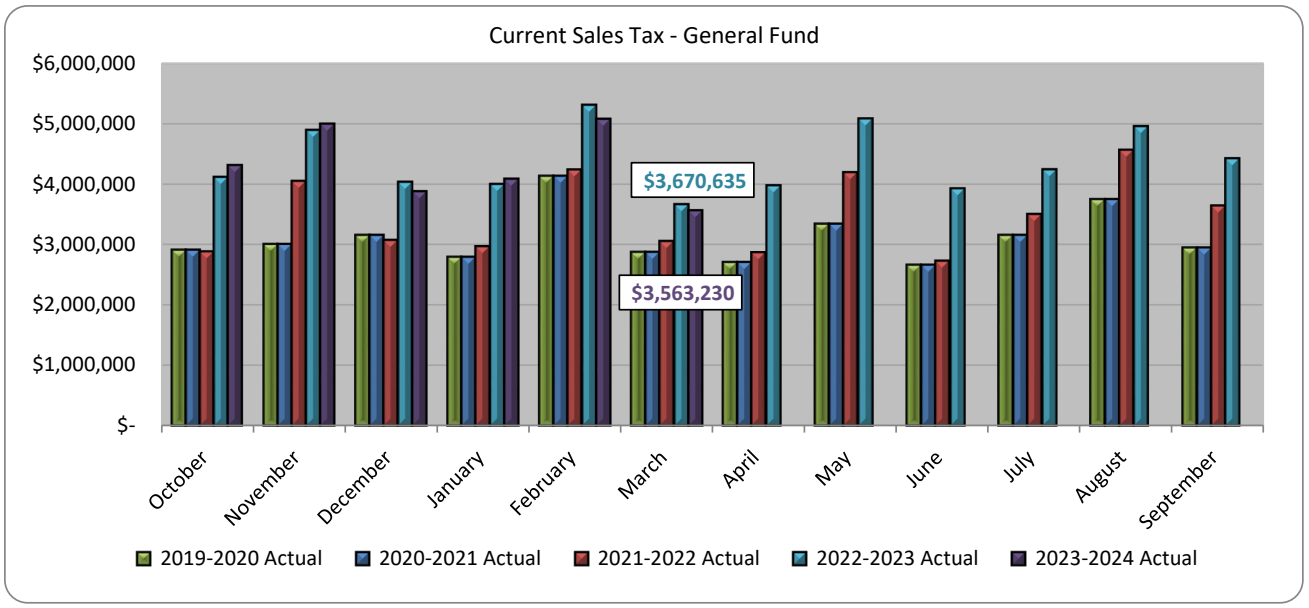
Month	2023-2024 Budget	2023-2024 Budget YTD	2023-2024 Actual	YTD Actual to Budget	YTD % Actual to Budget	2022-2023 Actual	Actual to Prior Year	% Actual to Actual
October	$ 576,341	$ 576,341	$ 311,350	$ (264,990)	-46.0%	$ 549,735	$ (238,384)	-43.4%
November	2,256,108	2,256,108	2,499,718	243,610	10.8%	2,033,713	466,005	22.9%
December	15,236,922	15,236,922	15,599,142	362,220	2.4%	13,147,494	2,451,648	18.6%
January	17,976,361	17,976,361	18,376,305	399,944	2.2%	15,495,526	2,880,779	18.6%
February	5,217,893	5,217,893	4,149,619	(1,068,274)	-20.5%	5,788,000	(1,638,381)	-28.3%
March	485,711	485,711	548,949	63,238	13.0%	216,469	332,480	153.6%
April	210,493	-	-	N/A	N/A	74,113	N/A	N/A
May	178,823	-	-	N/A	N/A	5,952	N/A	N/A
June	147,644	-	-	N/A	N/A	105,865	N/A	N/A
July	156,463	-	-	N/A	N/A	93,468	N/A	N/A
August	75,609	-	-	N/A	N/A	22,362	N/A	N/A
September	4,206	-	-	N/A	N/A	(25,116)	N/A	N/A
	$ 42,522,573	**$ 41,749,335**	**$ 41,485,083**	**$ (264,252)**	**-0.6%**	**$ 37,507,582**	**$ 4,254,146**	



Monthly Financial Summary Report
March 2024

Sales Tax - General Fund

Month	2023-2024 Budget	2023-2024 Budget YTD	2023-2024 Actual	YTD Actual to Budget	YTD % Actual to Budget	2022-2023 Actual	Actual to Prior Year	% Actual to Actual
October	$ 4,017,123	$ 4,017,123	$ 4,315,782	$ 298,659	7.4%	$ 4,119,739	$ 196,042	4.8%
November	4,773,753	4,773,753	5,001,089	227,336	4.8%	4,895,697	105,392	2.2%
December	3,937,520	3,937,520	3,881,243	(56,277)	-1.4%	4,038,103	(156,860)	-3.9%
January	3,904,948	3,904,948	4,089,198	184,250	4.7%	4,004,699	84,499	2.1%
February	5,180,788	5,180,788	5,082,134	(98,654)	-1.9%	5,313,130	(230,995)	-4.3%
March	3,579,205	3,579,205	3,563,230	(15,975)	-0.4%	3,670,635	(107,406)	-2.9%
April	3,882,195	-	-	N/A	N/A	3,981,364	N/A	N/A
May	4,954,505	-	-	N/A	N/A	5,087,808	N/A	N/A
June	3,827,745	-	-	N/A	N/A	3,932,319	N/A	N/A
July	4,132,163	-	-	N/A	N/A	4,244,600	N/A	N/A
August	4,828,465	-	-	N/A	N/A	4,958,755	N/A	N/A
September	4,311,143	-	-	N/A	N/A	4,428,231	N/A	N/A
	$ 51,329,553	**$ 25,393,337**	**$ 25,932,674**	**$ 539,337**	**2.1%**	**$ 52,675,081**	**$ (109,329)**	



The General Fund sales tax numbers are in for March (January sales):

March	2024	$ 3,563,230
March	2023	3,670,635

This is a decrease of 2.9% compared to the same period last year.

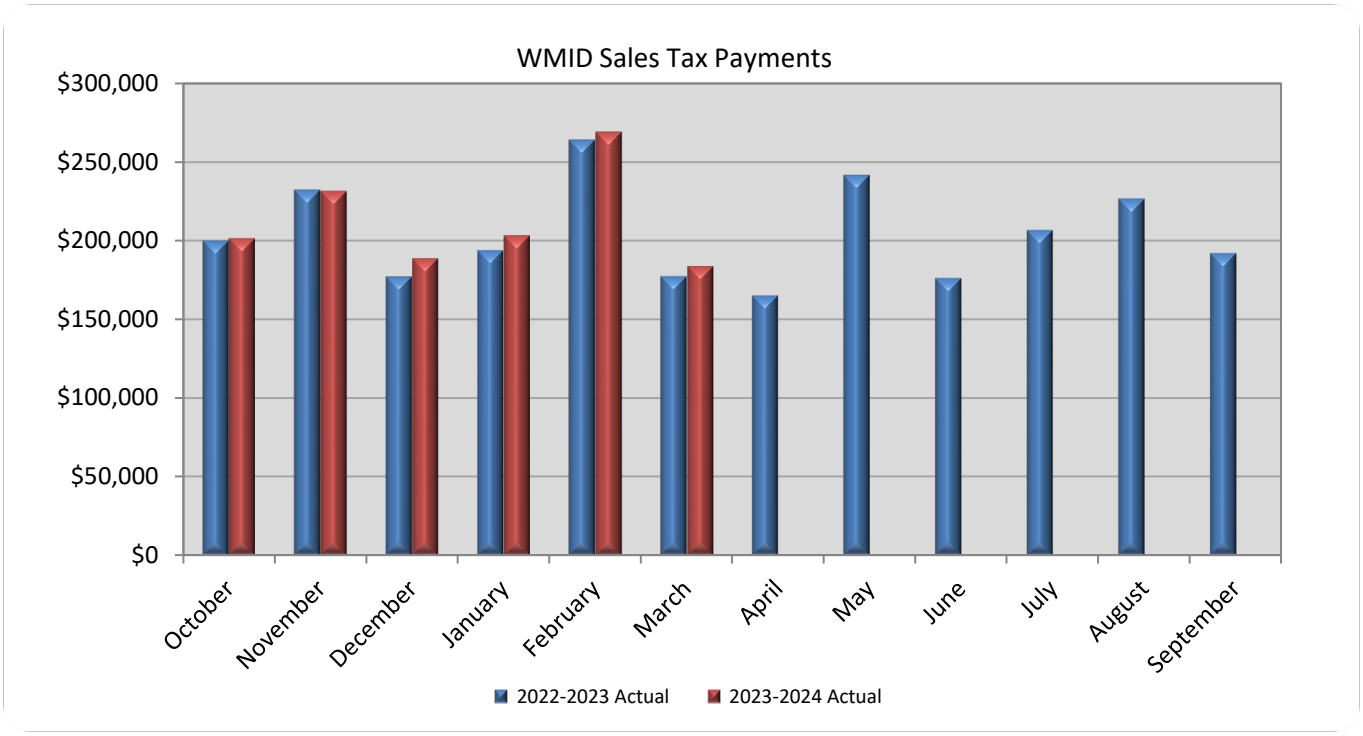
We have collected $109,329 less in this fiscal year than we did through the same period last year, or -0.42%.

In terms of budgeted numbers, we are over our original estimates for the year by $539,337 or 2.1%.

Monthly Financial Summary Report
March 2024

Westwood Magnolia Improvement District Payments

Month	2023-2024 Budget	2023-2024 Expected YTD	2023-2024 Actual	YTD Actual to Budget	YTD % Actual to Expected	2022-2023 Actual	Actual to Prior Year	% Actual to Actual
October	$ 203,953	$ 203,953	$ 201,544	$ (2,409)	-1.2%	$ 199,954	$ 1,590	0.8%
November	236,809	236,809	231,707	(5,102)	-2.2%	232,165	(459)	-0.2%
December	180,679	180,679	188,616	7,937	4.4%	177,137	11,479	6.5%
January	197,601	197,601	203,389	5,787	2.9%	193,727	9,662	5.0%
February	269,233	269,233	269,264	31	0.0%	263,954	5,310	2.0%
March	180,773	180,773	183,837	3,064	1.7%	177,228	6,609	3.7%
April	168,344	-	-	N/A	N/A	165,043	N/A	N/A
May	246,371	-	-	N/A	N/A	241,540	N/A	N/A
June	179,463	-	-	N/A	N/A	175,944	N/A	N/A
July	117,138	-	-	N/A	N/A	206,536	N/A	N/A
August	153,327	-	-	N/A	N/A	226,498	N/A	N/A
September	121,986	-	-	N/A	N/A	191,813	N/A	N/A
	$ 2,255,676	**$ 1,269,048**	**$ 1,278,356**	**$ 9,308**	**0.7%**	**$ 2,451,540**	**$ 34,192**	

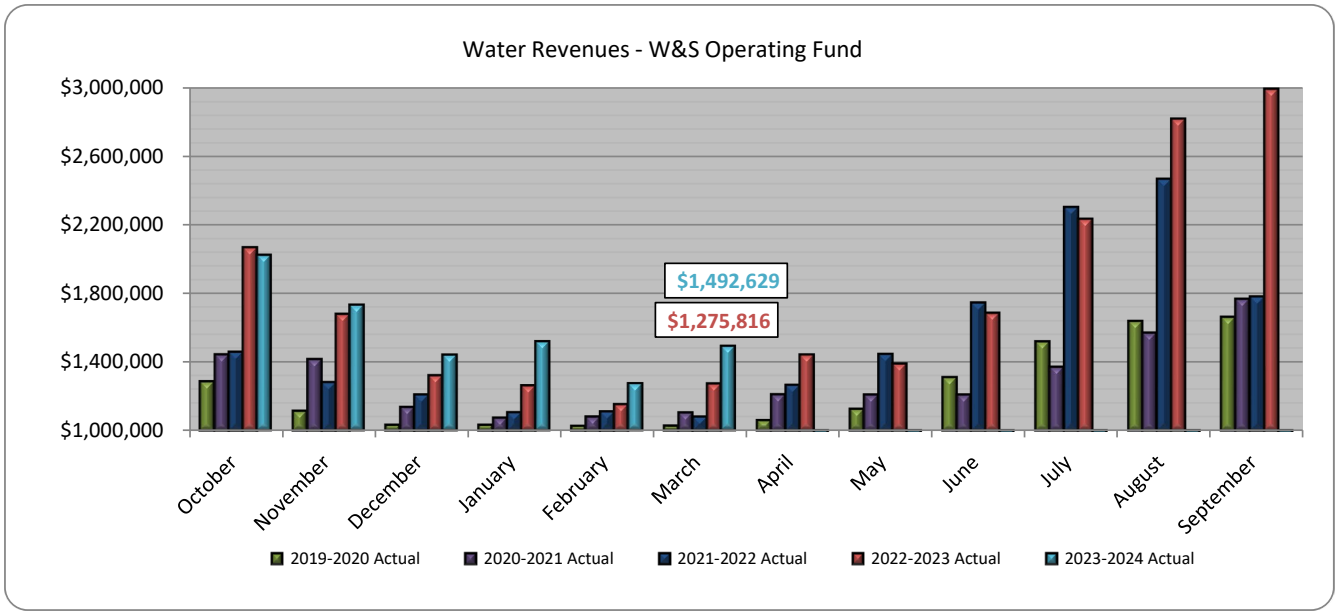


Note: The WMID Board meets the 3rd Monday of every month; however, the meeting is cancelled in some months. The payment for that month will be received in the following month.

Monthly Financial Summary Report
March 2024

Water Revenues - W&S Operating Fund

Month	2023-2024 Budget	2023-2024 Budget YTD	2023-2024 Actual	YTD Actual to Budget	YTD % Actual to Budget	2022-2023 Actual	Actual to Prior Year	% Actual to Actual
October	$ 1,780,795	$ 1,780,795	$ 2,024,471	$ 243,676	13.7%	$ 2,068,163	$ (43,692)	-3.0%
November	1,447,622	1,447,622	1,733,025	285,403	19.7%	1,681,226	51,799	3.7%
December	1,139,323	1,139,323	1,442,055	302,732	26.6%	1,323,176	118,879	10.4%
January	1,088,437	1,088,437	1,520,640	432,203	39.7%	1,264,079	256,562	23.8%
February	993,938	993,938	1,275,310	281,372	28.3%	1,154,330	120,980	11.2%
March	1,098,543	1,098,543	1,492,629	394,086	35.9%	1,275,816	216,813	19.6%
April	1,243,527	-	-	N/A	N/A	1,444,196	N/A	N/A
May	1,198,326	-	-	N/A	N/A	1,391,701	N/A	N/A
June	1,452,992	-	-	N/A	N/A	1,687,462	N/A	N/A
July	1,923,572	-	-	N/A	N/A	2,233,980	N/A	N/A
August	2,425,164	-	-	N/A	N/A	2,816,514	N/A	N/A
September	2,574,104	-	-	N/A	N/A	2,989,486	N/A	N/A
	$ 18,366,343	**$ 7,548,658**	**$ 9,488,131**	**$ 1,939,473**	**25.7%**	**$ 21,330,129**	**$ 721,342**	



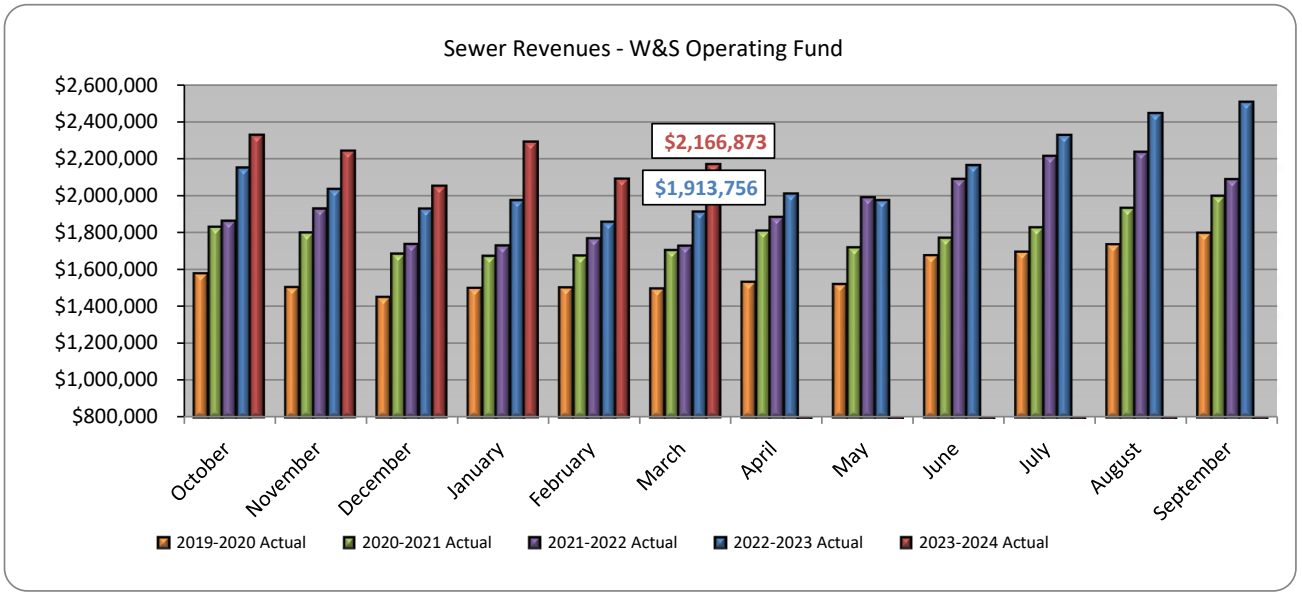
The chart reflects water revenues as of March 31, 2024:

March	2024	$ 1,492,629
March	2023	$ 1,275,816

Monthly Financial Summary Report
March 2024

Sewer Revenues - W&S Operating Fund

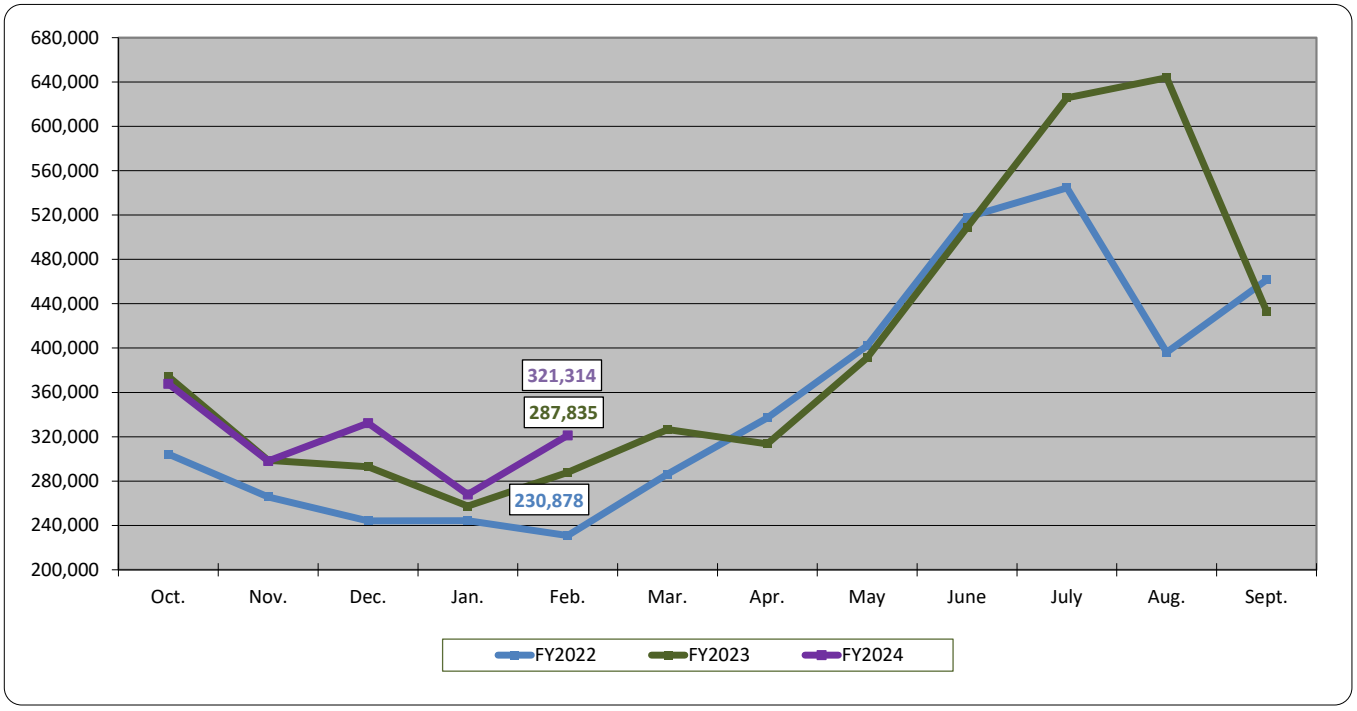
Month	2023-2024 Budget	2023-2024 Budget YTD	2023-2024 Actual	YTD Actual to Budget	YTD % Actual to Budget	2022-2023 Actual	Actual to Prior Year	% Actual to Actual
October	$ 2,105,354	$ 2,105,354	$ 2,325,200	$ 219,846	10.4%	$ 2,152,099	$ 173,101	8.0%
November	1,992,945	1,992,945	2,238,933	245,988	12.3%	2,037,194	201,738	9.9%
December	1,888,883	1,888,883	2,050,060	161,177	8.5%	1,930,821	119,239	6.2%
January	1,932,873	1,932,873	2,288,019	355,146	18.4%	1,975,789	312,230	15.8%
February	1,818,617	1,818,617	2,088,250	269,633	14.8%	1,858,996	229,254	12.3%
March	1,872,188	1,872,188	2,166,873	294,685	15.7%	1,913,756	253,117	13.2%
April	1,967,755	-	-	N/A	N/A	2,011,445	N/A	N/A
May	1,932,993	-	-	N/A	N/A	1,975,912	N/A	N/A
June	2,117,866	-	-	N/A	N/A	2,164,889	N/A	N/A
July	2,276,765	-	-	N/A	N/A	2,327,316	N/A	N/A
August	2,392,829	-	-	N/A	N/A	2,445,957	N/A	N/A
September	2,451,034	-	-	N/A	N/A	2,505,455	N/A	N/A
	$ 24,750,102	**$ 11,610,860**	**$ 13,157,335**	**$ 1,546,475**	**13.3%**	**$ 25,299,628**	**$ 1,288,679**	



The chart reflects sewer revenues as of March 31, 2024:

March	2024	$ 2,166,873
March	2023	$ 1,913,756

Water Consumption
Monthly Comparison (in Thousands of Gallons Consumed)

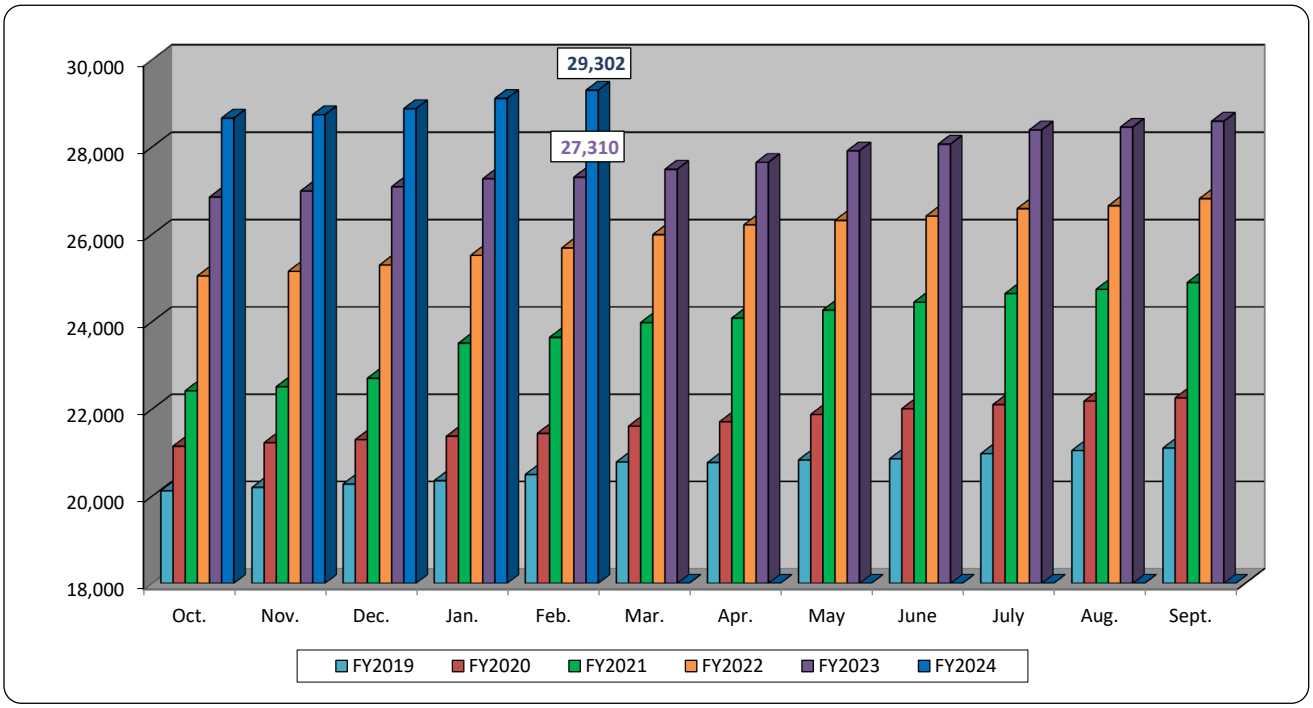


The chart reflects water consumption in thousands of gallons as of February 29, 2024:

February 2024	321,314
February 2023	287,835

	FY2022	FY2023	FY2024
October	304,407	374,458	367,755
November	265,696	298,703	298,103
December	244,120	292,888	332,316
January	244,239	257,458	267,966
February	230,878	287,835	321,314
March	286,385	326,500	-
April	337,094	313,528	-
May	402,210	391,232	-
June	517,952	508,813	-
July	544,499	625,663	-
August	396,116	643,835	-
September	461,478	433,390	-

Water Accounts
Monthly Comparison

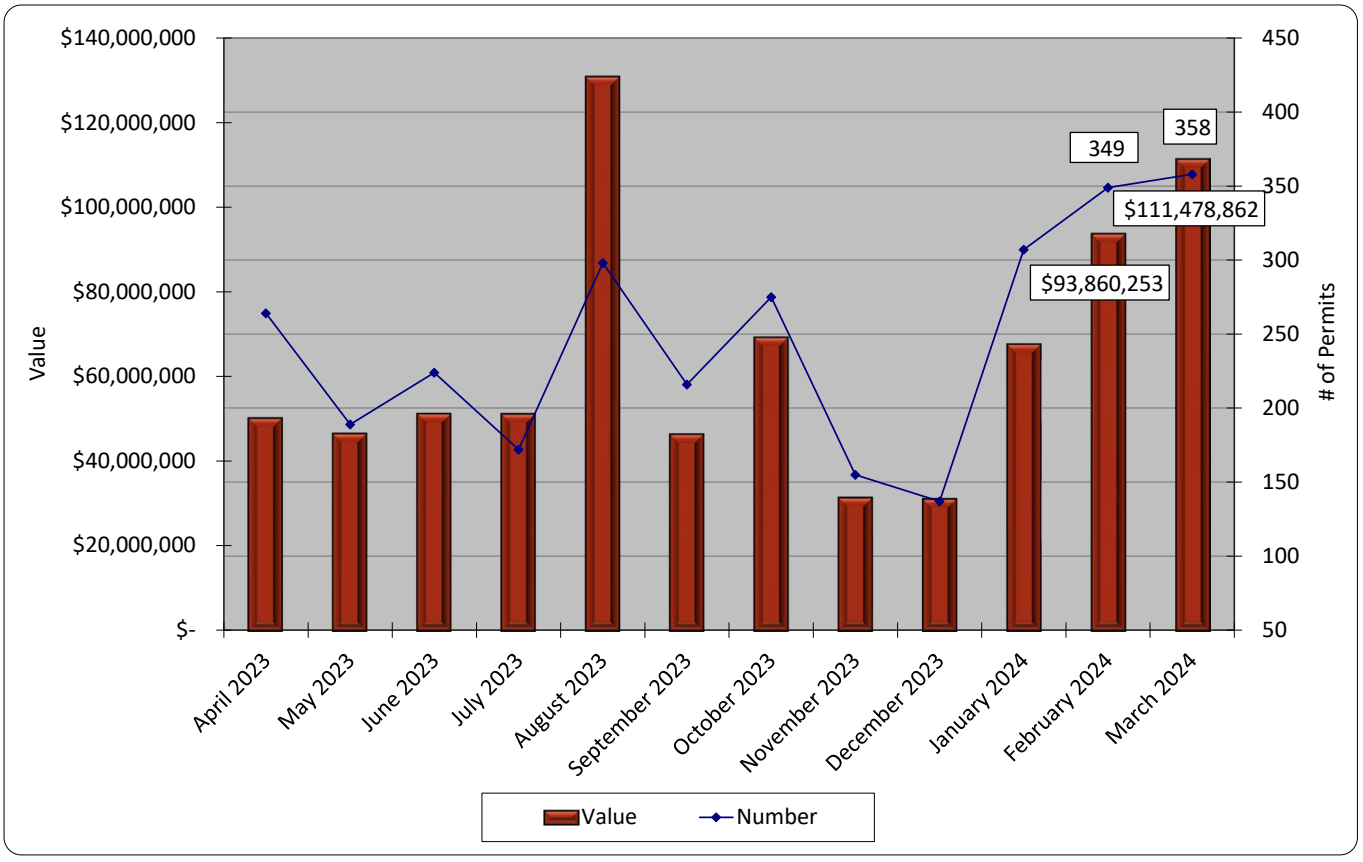


The chart reflects the total number of water utility accounts as of February 29, 2024:

February 2024	29,302
February 2023	27,310

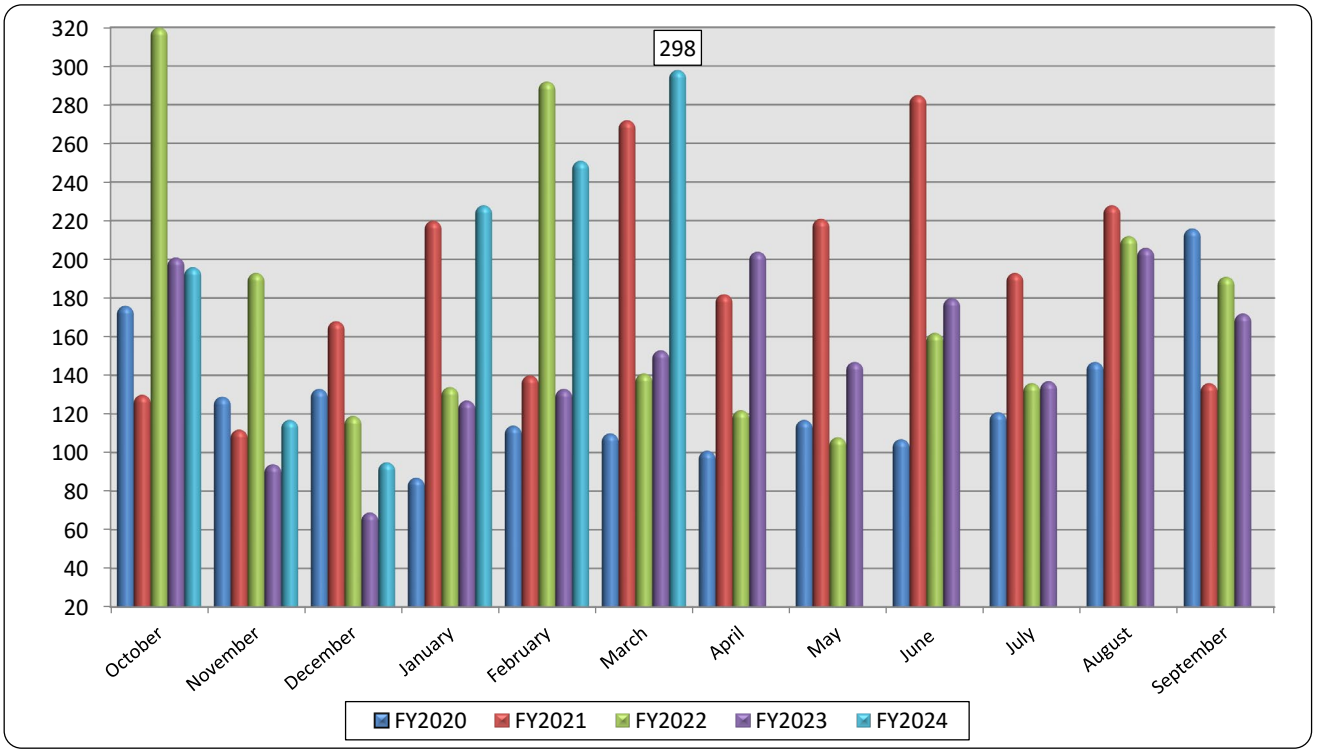
	FY2022	FY2023	FY2024
October	25,049	26,854	28,664
November	25,157	26,994	28,742
December	25,298	27,093	28,880
January	25,520	27,275	29,114
February	25,691	27,310	29,302
March	25,995	27,492	-
April	26,220	27,650	-
May	26,322	27,914	-
June	26,421	28,068	-
July	26,591	28,391	-
August	26,654	28,457	-
September	26,818	28,591	-

Building Permits
Number and Value



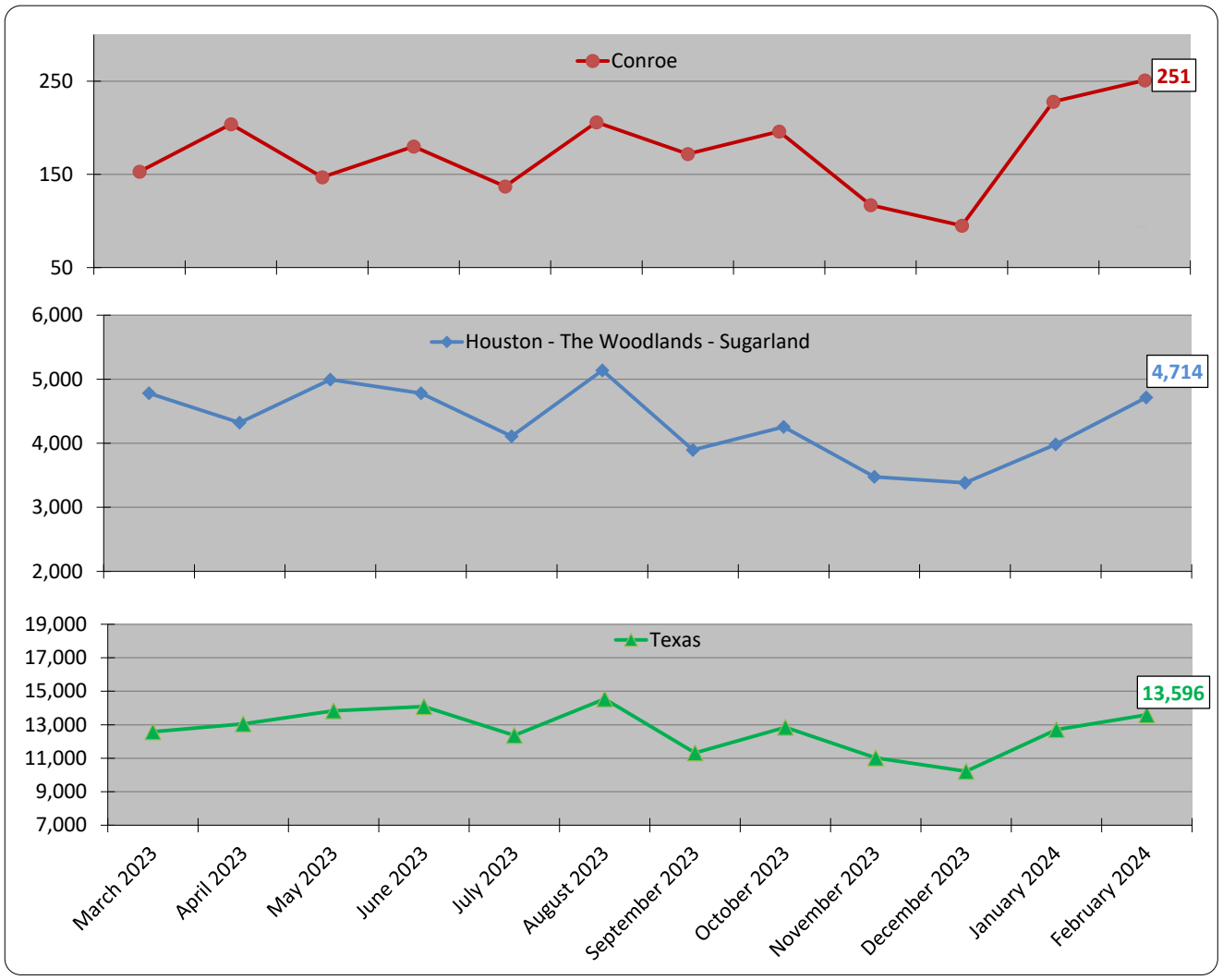
	Value	Number
April 2023	$ 50,356,695	264
May 2023	46,712,604	189
June 2023	51,402,863	224
July 2023	51,349,808	172
August 2023	130,930,947	298
September 2023	46,579,179	216
October 2023	69,393,423	275
November 2023	31,558,278	155
December 2023	31,259,316	137
January 2024	67,769,747	307
February 2024	93,860,253	349
March 2024	111,478,862	358
	$ 29,751,066	**2,944**

Building Permits
Single Family Housing Starts (permits issued)



# Permits Issued	FY2020	FY2021	FY2022	FY2023	FY2024
October	176	130	337	201	196
November	129	112	193	94	117
December	133	168	119	69	95
January	87	220	134	127	228
February	114	140	292	133	251
March	110	272	141	153	298
April	101	182	122	204	
May	117	221	108	147	
June	107	285	162	180	
July	121	193	136	137	
August	147	228	212	206	
September	216	136	191	172	
	1,558	**2,287**	**2,147**	**1,823**	**1,185**

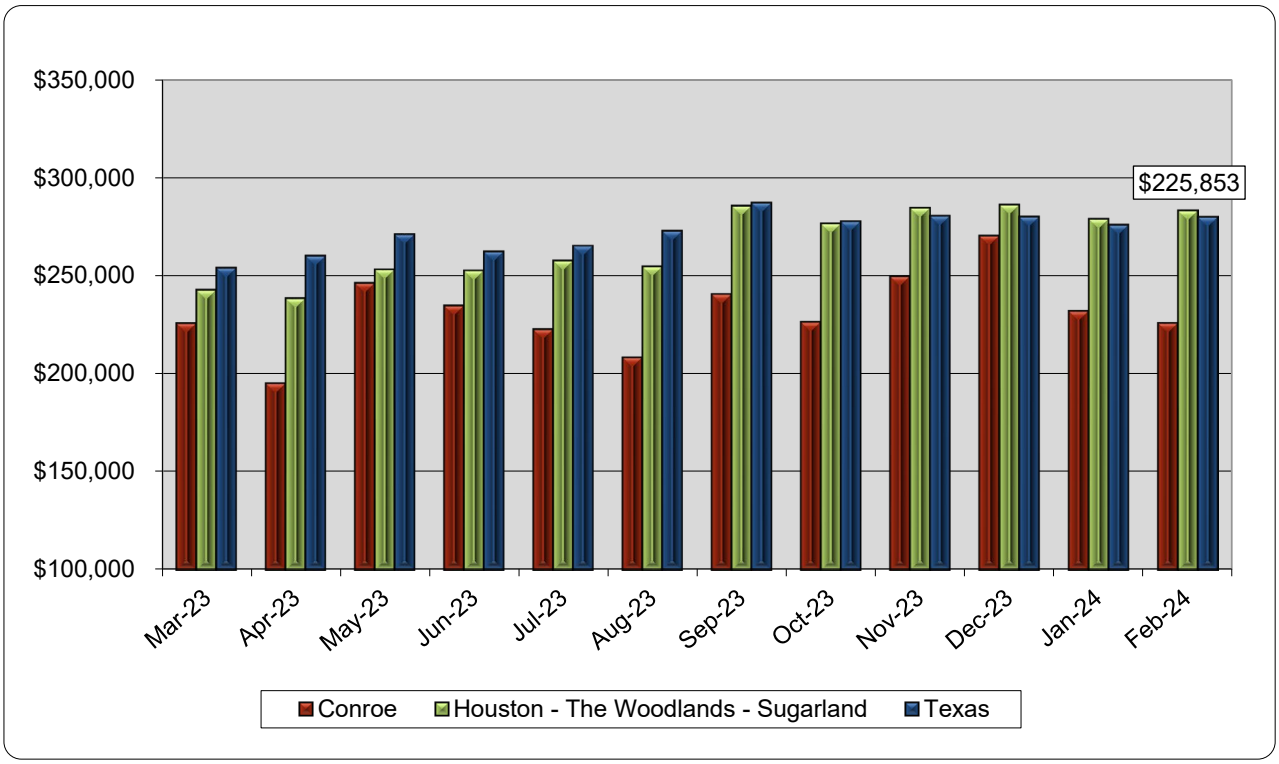
Single Family
Building Permit Data Comparison



	Conroe	Houston - The Woodlands - Sugarland	Texas
March 2023	153	4,780	12,587
April 2023	204	4,321	13,051
May 2023	147	4,995	13,831
June 2023	180	4,781	14,088
July 2023	137	4,108	12,369
August 2023	206	5,139	14,541
September 2023	172	3,897	11,319
October 2023	196	4,257	12,844
November 2023	117	3,476	11,017
December 2023	95	3,383	10,221
January 2024	228	3,984	12,707
February 2024	251	4,714	13,596

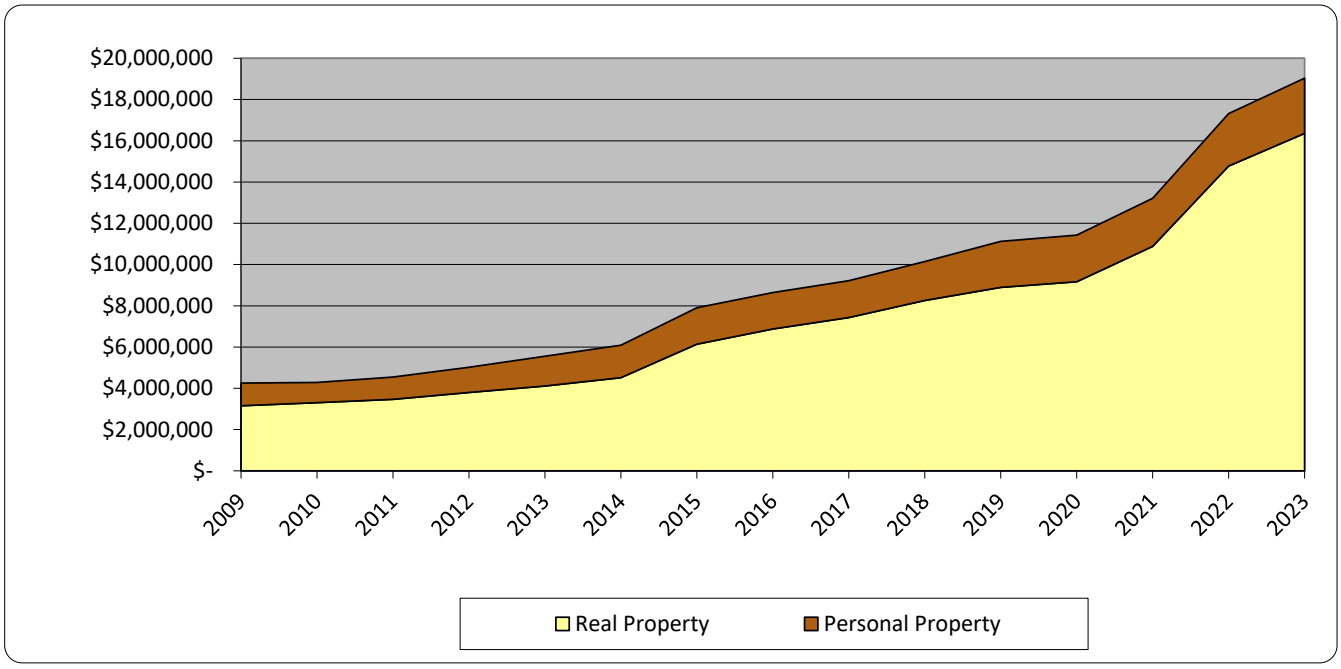
Source: TAMU Texas Real Estate Research Center

Building Permits
Average Single Family Home Value Comparison



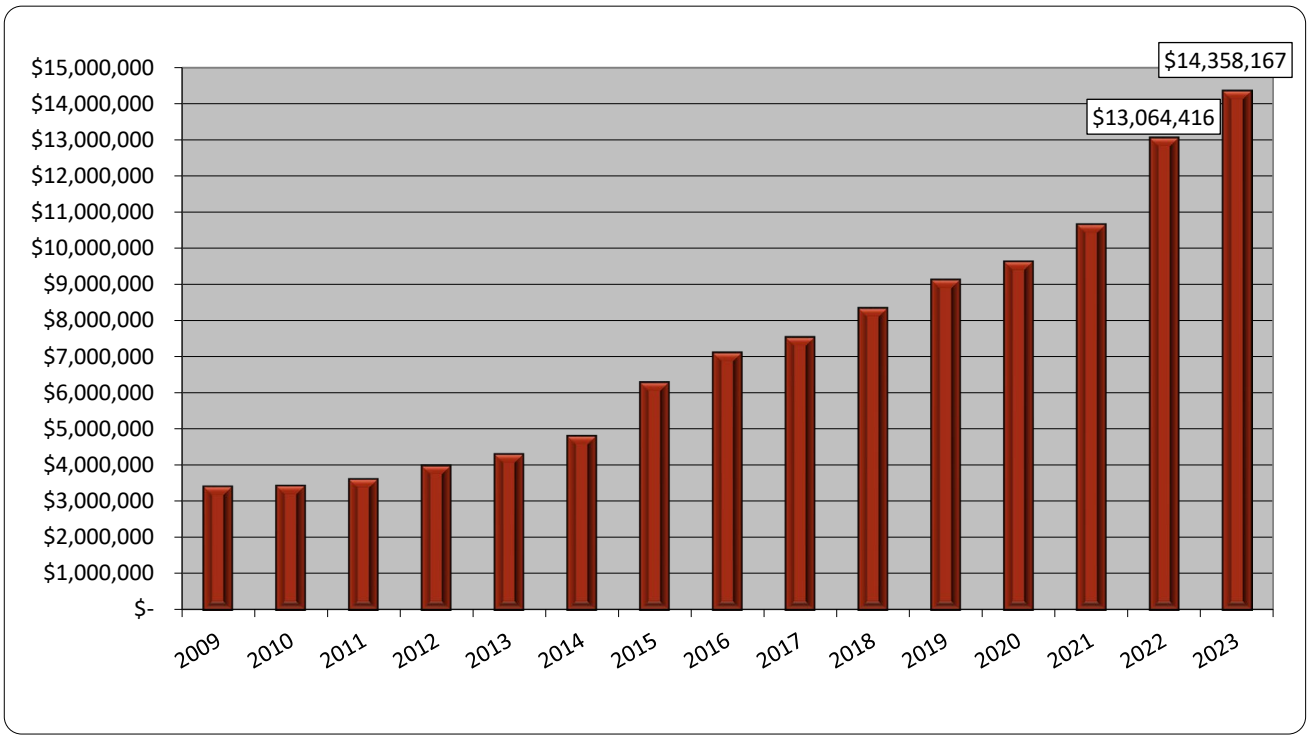
	# of Permits Issued	Total Value	Conroe	Houston - The Woodlands - Sugarland	Texas
March 2023	153	$ 34,533,307	$ 225,708	$ 242,600	$ 253,800
April 2023	204	39,813,166	195,163	238,400	259,900
May 2023	147	36,189,760	246,189	253,100	270,800
June 2023	180	42,235,844	234,644	252,500	262,100
July 2023	137	30,501,465	222,638	257,500	265,000
August 2023	206	42,927,415	208,386	254,500	272,500
September 2023	172	41,366,765	240,504	285,400	286,900
October 2023	196	44,359,013	226,321	276,400	277,400
November 2023	117	29,191,201	249,497	284,400	280,200
December 2023	95	25,667,457	270,184	285,900	279,800
January 2024	228	52,862,269	231,852	278,700	275,600
February 2024	251	56,689,219	225,853	282,961	279,675
	2,086	**$ 476,336,881**	**$ 228,349**	**$ 266,030**	**$ 271,973**

Property Valuations
Market Values
(in thousands)



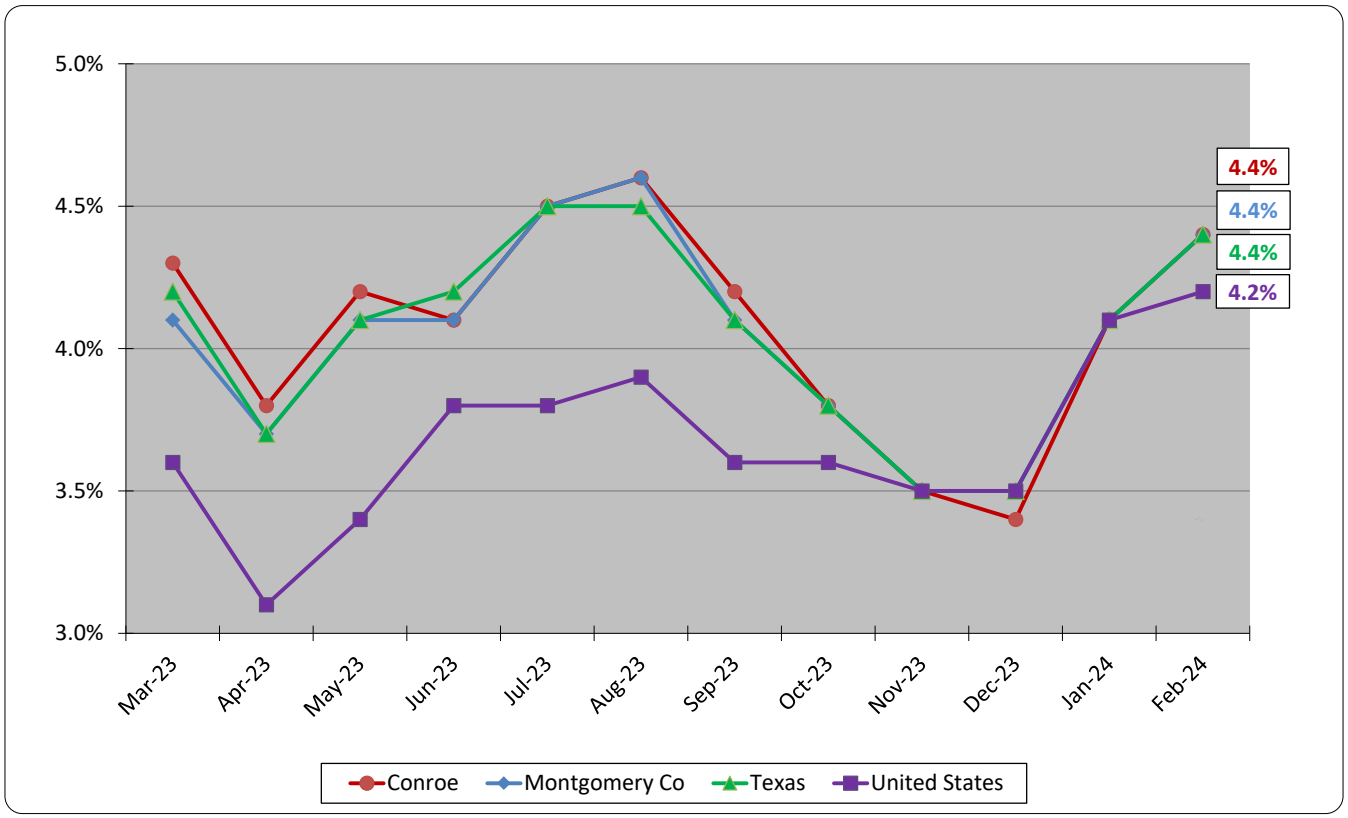
Tax Year	Real Property	Personal Property
2009	$ 3,154,994	$ 1,101,005
2010	3,303,296	985,264
2011	3,468,523	1,076,071
2012	3,795,738	1,224,422
2013	4,108,242	1,444,596
2014	4,513,082	1,577,299
2015	6,140,549	1,762,388
2016	6,873,325	1,765,772
2017	7,435,324	1,785,773
2018	8,259,188	1,889,882
2019	8,893,289	2,228,042
2020	9,163,824	2,264,182
2021	10,885,346	2,321,812
2022	14,778,370	2,541,491
2023	16,357,536	2,677,083

Property Tax
Taxable Value
(in thousands)



Tax Year	Taxable Value
2009	3,427,354
2010	3,450,171
2011	3,630,958
2012	4,002,688
2013	4,322,826
2014	4,829,794
2015	6,309,739
2016	7,126,248
2017	7,556,126
2018	8,352,330
2019	9,144,248
2020	9,643,029
2021	10,672,298
2022	13,064,416
2023	14,358,167

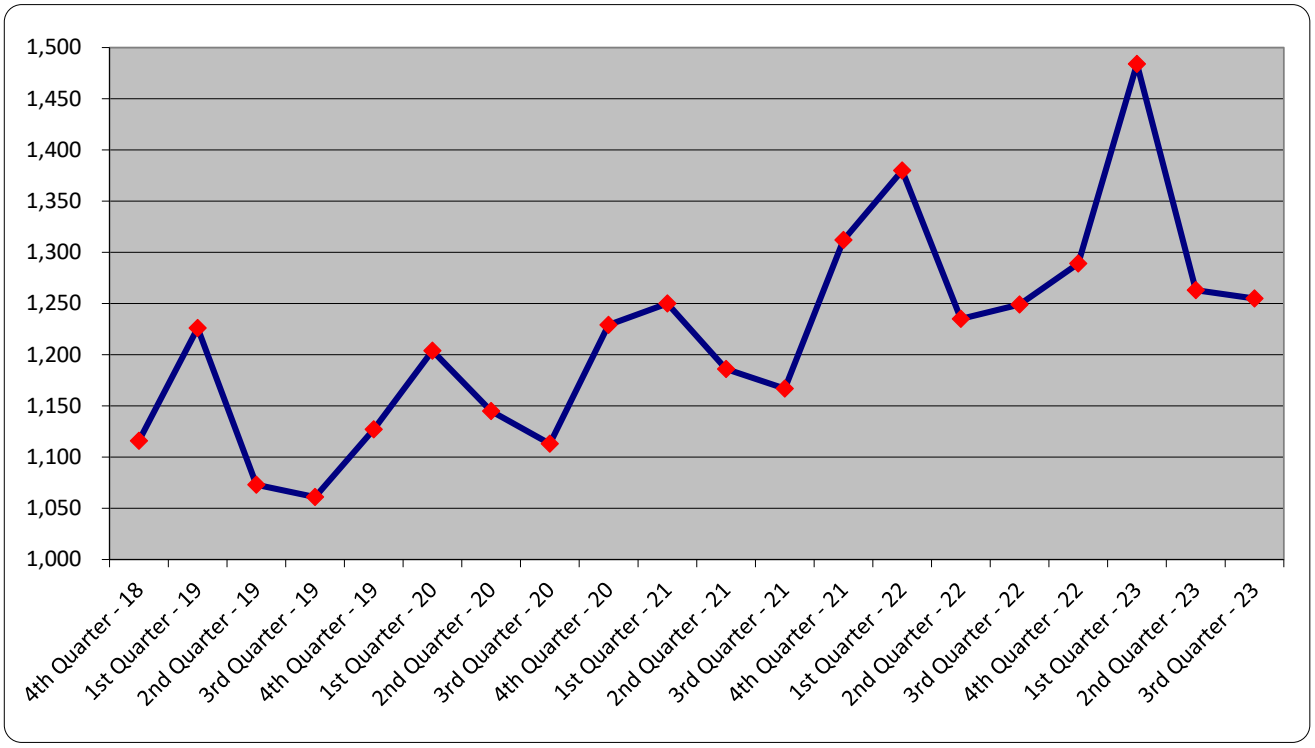
Labor Market Analysis
Unemployment Rates



	Conroe	Montgomery Co	Texas	United States
March 2023	4.3%	4.1%	4.2%	3.6%
April 2023	3.8%	3.7%	3.7%	3.1%
May 2023	4.2%	4.1%	4.1%	3.4%
June 2023	4.1%	4.1%	4.2%	3.8%
July 2023	4.5%	4.5%	4.5%	3.8%
August 2023	4.6%	4.6%	4.5%	3.9%
September 2023	4.2%	4.1%	4.1%	3.6%
October 2023	3.8%	3.8%	3.8%	3.6%
November 2023	3.5%	3.5%	3.5%	3.5%
December 2023	3.4%	3.5%	3.5%	3.5%
January 2024	4.1%	4.1%	4.1%	4.1%
February 2024	4.4%	4.4%	4.4%	4.2%

Source: Texas Workforce Commission - Texas LMI.com

Average Weekly Wage
Montgomery County



	Average Weekly Wage
4th Quarter - 18	1,116
1st Quarter - 19	1,226
2nd Quarter - 19	1,073
3rd Quarter - 19	1,061
4th Quarter - 19	1,127
1st Quarter - 20	1,204
2nd Quarter - 20	1,145
3rd Quarter - 20	1,113
4th Quarter - 20	1,229
1st Quarter - 21	1,250
2nd Quarter - 21	1,186
3rd Quarter - 21	1,167
4th Quarter - 21	1,312
1st Quarter - 22	1,380
2nd Quarter - 22	1,235
3rd Quarter - 22	1,249
4th Quarter - 22	1,289
1st Quarter - 23	1,484
2nd Quarter - 23	1,263
3rd Quarter - 23	1,255

GENERAL INFORMATION

MONTGOMERY COUNTY, TEXAS
Financial Status - Lone Star Convention and Expo
Year Ended 9/30/24 - Budget and Actual Year-to-date through March 31, 2024

	2023	2024	2024	2024
	Actual-to-date	Budget	Current Month	Actual-to-date
Revenue:				
Park Fees	$ 110,418.00	$ 250,000.00	$ 26,660.00	$ 186,475.00
Hotel/Motel Tax	882,902.00	500,000.00	-	390,272.00
Fees - ALL	813,877.00	475,000.00	45,545.00	237,666.00
	1,807,197.00	1,225,000.00	72,205.00	814,413.00
Expenditures:				
Salaries	489,945.00	519,133.00	40,815.00	242,824.00
Benefits	235,668.00	266,984.00	21,366.00	123,391.00
Supplies	91,489.00	99,360.00	9,191.00	49,360.00
Services	288,961.00	309,755.00	19,215.00	101,687.00
Reimbursments and Adjustments	-	5,944.00	-	-
	1,106,063.00	1,201,176.00	90,587.00	517,262.00
Financial Status	$ 701,134.00	$ 23,824.00	$ (18,382.00)	$ 297,151.00

Meeting Date: 04/24/2024
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 (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 (Sec.551.074).