Mayor
Duke W. Coon

Mayor Pro Tem
Harry Hardman

Council Member, Place 1
David Hairel

Council Member, Place 2
Shana R. Arthur

Council Member, Place 4
Howard Wood

Council Member, Place 5
Marsha Porter

City Administrator
Gary A. Scott

Deputy City Administrator
Nancy S. Mikeska

Assistant City Administrator
Norman McGuire

City Attorney
Michael T. Garner

Interim City Secretary
Sami H. Quinlan

CITY OF CONROE

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

CONVENES: JUNE 11, 2025 -- 2:00 P.M.
RECONVENES: JUNE 12, 2025 -- 6:00 P.M.

CALL TO ORDER

ROLL CALL

WORK SESSION

CITIZEN INQUIRIES -- NOT TO EXCEED 30 MINUTES

Citizen Inquiries are limited to 3 minutes per person. Speakers are limited to addressing only topics on the current agenda. The Citizen Inquiry Form is available on the table outside of the Council Chambers and must be completed and given to the Police Officer prior to the beginning of the meeting. Persons turning in incomplete Citizen Inquiry Forms will not be called upon to speak.

1. Discuss appeals and waivers to denial of an exemption from the temporary moratorium on development.
   G. Hall

2. Discuss the change order for the Conroe Southwest Wastewater Treatment Plant Inffluent Lift Station Rehab construction project.
   G. Hall

3. Discuss purchase of 3 battery operated vehicle extrication tool sets.
   P. Sims

4. Discuss City of Conroe Annual Financial Audit including the Single Audit (Federal and State) for the Fiscal Year Ending September 30, 2024.
   A. Gibbs

Recess Open Meeting in order to conduct Closed Executive Session for consultation with attorney to receive legal advice concerning the following threatened, contemplated or pending claims and litigation, and to deliberate other matters as authorized by Texas Government Code Chapter 551 relating to:

5. *SJRA GRP Contract litigation (Sec.551.071).
   *QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
   *Legal advice concerning contract provisions related to Hotel Convention Center project and governing documents of the Conroe Local Government Corporation (Sec.551.071).
   *Legal advice concerning pending or contemplated litigation (Sec. 551.071).
   *Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072).
   *Personnel Matters (Sec.551.074).
   Mayor Coon

Reconvene Open Meeting

CITIZEN PARTICIPATION - NOT TO EXCEED 30 MINUTES

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

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

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

RECESS

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

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

Meeting Date: 06/11/2025
Department: Public Works
Contact: Norman McGuire, Asst. City Administrator and Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Other

Item Type: Other
G. Hall
Joint Meeting: No Joint Meeting

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

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

Attachments

Clopton Farms Sections 4-6 Packet
Westridge Cove Section 4 Packet

CITY OF CONROE

Est. 1904

Request for Exception from City of Conroe's Temporary Moratorium

Project Name Clopton Farms, Sections 4-6

Project Address 0 Clopton Farms Dr - Tax Parcels #44805 & #411767

Developer/Individual Tri Pointe Homes by Atty. Omar Izfar

Date of Denial Letter 02-25-2025 Date of Appeal 05-23-2025

Items Submitted

1. Appeal - from Atty Omar Izfar - Received 05-23-2025
2. City's Response Letter to Exception Letter - 02-25-2025
3. Exception Letter from Bleyl Enginering - 11-20-2024
4. Request for Water & Sewer Availability - 11-20-2024
5.
6.
7.

WILSON CRIBBS+ GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Shareholder
Direct: 713.547.8506
oizfar@wcglaw.com

May 16, 2025

VIA EMAIL & CERTIFIED MAIL RRR #9589-0710-5270-2795-5126-35
City of Conroe City Secretary
300 W. Davis Street
Conroe, Texas 77301
VIA EMAIL: citysecretary@cityofconroe.org

Norman McGuire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
VIA EMAIL: nmcguire@cityofconroe.org

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
VIA EMAIL: mgarner@cityofconroe.org

MAY 23 2025
Cm
CITY OF CONROE
CITY SECRETARY'S OFFICE

Re: Notice of appeal from City of Conroe temporary moratorium exemption denial letter for Clopton Farms, Sections 4-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas.

City Secretary, Director of Public Works and Interim City Attorney for the City of Conroe, Texas:

Tri Pointe Homes Texas, Inc. ("Tri Pointe") appeals the denial of a moratorium exemption for Sections 4-6 of the Clopton Farms subdivision to City Council. Events leading to this point:

- **October 28, 2021:** In its Municipal Services Agreement with Tri Pointe, the City of Conroe ("City") promises to provide water and sewer utility services to the Clopton Farms subdivision "as needed and required," in exchange for Tri Pointe agreeing to have its land annexed by the City.

- April 2022: Tri Pointe begins construction of the Clopton Farms development.

- **September 6, 2024:** Tri Pointe submits an application for exemption from the moratorium, attached as **Exhibit A,** in response to the City's development moratorium, which included the Clopton Farms project boundary.

- **September 26, 2024:** Tri Pointe discusses the waiver request with the City, which agrees to grant the waiver request for Sections 1-3 of Clopton Farms and also agrees to permit the plan approval and construction process to continue for Sections 4-6. The City stated that waivers for sections 4-6 would be granted once they receive the initial certification from the City.

- **September 27, 2024:** The City grants exemption letters for Clopton Farms Sections 1-3 but not for Sections 4-6, attached as **Exhibit B.**

- **November 20, 2024:** Tri Pointe resubmits exemption letters, attached as **Exhibit C,** for Sections 4-6 of Clopton Farms based on City plan review comments received from the City.

- **February 25, 2025:** In a change of position, the City denies Tri Pointe's exemption request for Sections 4-6 in a letter attached as **Exhibit D,** just months after informing Tri Pointe they would approve exemption letters for Sections 4-6 once it completed construction.

Tri Pointe now appeals to City Council in hopes that City Council will see reason. The entirety of the Clopton Farms project is legally entitled to connect to the City's water and wastewater system and is not subject to the moratorium. Sections 1-3 are already connected. The City has no legal basis for treating the second half of Clopton Farms differently. Tri Pointe is requesting 184 water and sewer connections in total. That number comes out to approximately 166 taps per year.

Tri Pointe expected that the City would approve the moratorium exemption letters for Clopton Farms Sections 4-6. I ask that you allow Tri Pointe to complete its development. Please consider that:

1. **Clopton Farms is entitled to permit approvals and connection to the City water and sewer system because Clopton Farms is exempt from the moratorium as a matter of law.**

The Clopton Farms development has vested rights and is grandfathered. The City of Conroe is prohibited by law from enforcing the moratorium against the Clopton Farms project for reasons explained in Tri Pointe's original moratorium request, attached as **Exhibit A.** Accordingly, Tri Pointe is legally entitled to an exemption and to City Council granting this appeal.

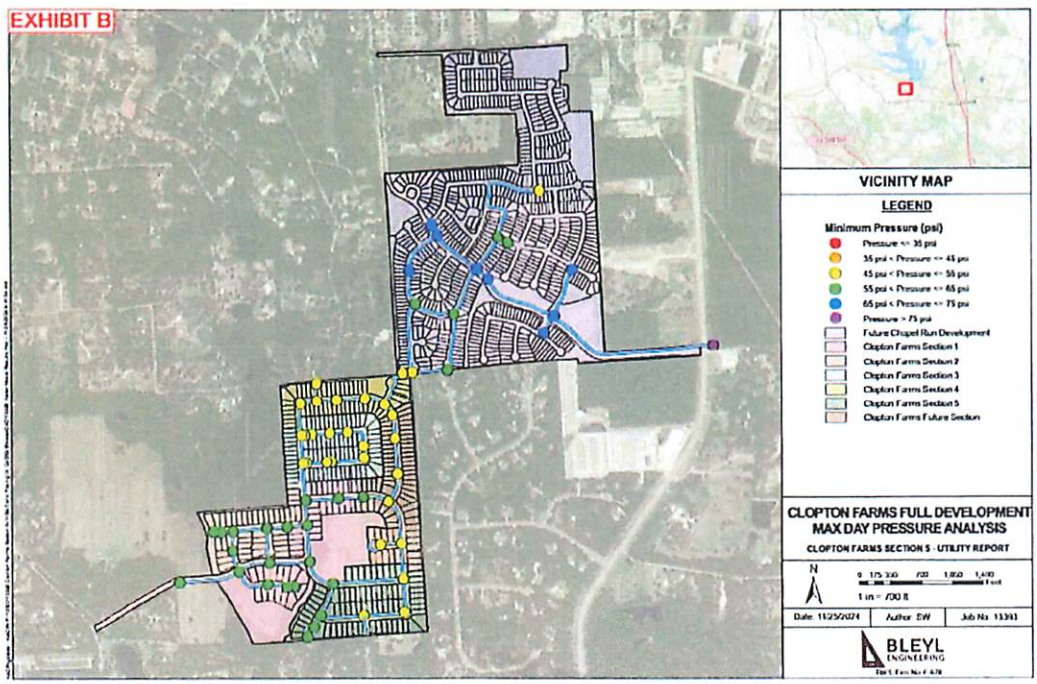
2. **The City contractually promised Tri Pointe that it would provide water and sewer service to Clopton Farms.**

The City induced Tri Pointe into annexing its land into the City in exchange for water and wastewater service pursuant to the City's Utility Functions Agreement with MUD 147 and the Municipal Services Agreement with Tri Pointe, attached as **Exhibits E** and **F,** respectively.

3. Connecting Clopton Farms to the City water and wastewater systems will not cause any capacity issues for the City.

Tri Pointe's engineers tested the waterline connection at McCaleb Road, where the connection to Clopton Farms will take place, which serves the area from an approximately two-year old water plant. The connection at McCaleb Road is more than sufficient to provide water for all of Clopton Farms and maintains nearly twice the water pressure required by the Texas Commission on Environmental Quality, and three times the water pressure of northern parts of the City where developments are struggling with water concerns. The chart and aerial graph below show the results of Tri Pointe's engineer's tests:

Table 3.01 – WaterCAD Results				
Scenario		Avg Day Min. Pressure Range	Max Day Min. Pressure Range	Fire Flow Available
Clopton Farms Section 1-6	Section 1	64 – 72 psi	64 - 72 psi	1,615 – 2,547 gpm
	Section 2	66 – 72 psi	65 - 72 psi	1,755 - 2,452 gpm
	Section 3	59 - 64 psi	59 - 63 psi	2,294 – 2,539 gpm
	Section 4	59 – 61 psi	58 – 61 psi	1,813 – 2,012 gpm
	Section 5	61 - 71 psi	61 - 71 psi	2,361 - 2,672 gpm
	Section 6	58 – 61 psi	58 – 61 psi	1,669 – 2,327 gpm
Clopton Farms and Chapel Run Full Development	Section 1	62 – 70 psi	56 - 64 psi	1,512 – 2,286 gpm
	Section 2	64 - 71 psi	58 - 64 psi	1,641 - 2,278 gpm
	Section 3	58 – 62 psi	51 - 55 psi	2,070 - 2,283 gpm
	Section 4	57 – 59 psi	51 – 53 psi	2,129 – 2,384 gpm
	Section 5	59 – 70 psi	53 - 63 psi	1,559 – 2,095 gpm
	Section 6	57 – 60 psi	50 - 53 psi	1,943 - 2,294 gpm
	Future Chapel Run	56 – 79 psi	50 - 74 psi	1,597 – 3,172 gpm



More specifically, this data shows:

- Tri Pointe's engineer found that the max day minimum pressure range for each section of Clopton Farms never fell below 58 psi. This number is significant because max day pressure range analysis simulates demand over a 48-hour period that is 2.4 times the average demand.

- The range of numbers gathered from the max day minimum pressure range in Tri Pointe's engineer's report are well above 35 psi, which the Texas Commission on Environmental Quality states is the threshold for normal operating conditions in a water system.

The City Engineering Department seems to be relying on outdated or inaccurate capacity data by stating that the City is without capacity to serve Clopton Farms. The water pressure analysis done by Tri Pointe's engineer defeats any capacity concerns the City has. City staff have also not provided Tri Pointe any studies or reports that contradict this data.

Further, City staff has refused to approve sanitary sewer connections for Sections 4-6 of Clopton Farms despite the Montgomery County Utility District No. 4 sewer plant—that serves all sections of Clopton Farms—only operating at 6% capacity, which City staff did not dispute. This discussion can be found in **Exhibit G**, page 3.

Conclusion:

City Council has the opportunity to remedy Tri Pointe's concerns by reversing the denial and connecting Sections 4-6 of Clopton Farms to the City's water and wastewater service. By granting the exemption, the City would be complying with state law and its legal obligations to Tri Pointe.

Tri Pointe urges the City Council to act on this appeal within 10 days of receipt, as is required under state law and the City's temporary moratorium. *See* Tex. Loc. Gov't Code § 212.137; City of Conroe Ordinance No. 2715-24 § 11.

Please be advised that Tri Pointe's request for the City to recognize Clopton Farms' exempt status through this appeal is delivered to you under protest, as state law already exempts Clopton Farms from application of the moratorium.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience as needed.

Sincerely,



Omar Izfar

EXHIBIT A

(Exemption Request Letter for Clopton Farms Sections 1-6)

WILSON CRIBBS + GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 6, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman Mcguire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Clopton Farms, Sections 1-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner and Ms. Mikeska:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147.The six plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Clopton Farms project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. The Property is "approved for development," and is exempt from application of the Moratorium.

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). The meaning of "approved for development" is explained by the Texas Supreme Court in the *City of Lorena* case, which held property was exempt from a moratorium imposed by the City due to the City having already approved a subdivision plat.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under Subchapter E, Chapter 212, Tex. Loc. Gov't Code, the state moratorium statute. The Court stated clearly that the property approved for development through platting does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. I would appreciate your assistance in applying the Texas Supreme Court's precedent to this situation.

2. The Clopton Farms project is grandfathered against subsequent changes in the City's regulations, which exempts the Property from application of the Moratorium.

The ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project are the ordinances and regulations that apply for all subsequent permits required to complete the project. *See* Tex. Loc. Gov't Code § 245.002(b). All permits required for the continued development of the six Clopton Farms sections qualify as a "project" under the Chapter 245. The Municipal Services Agreement ("MSA") between the City and Tri Pointe dates back to 2021 and qualifies as a permit for vested rights due to it being an

agreement for the provision of water or wastewater as defined in Chapter 245.001(1), predating the adoption of the Moratorium by the City.

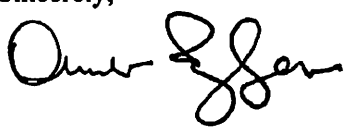
My understanding is that the City has taken the position that new building permits for individual lots within Clopton Farms are "new permits" under the meaning of the City's Moratorium ordinance, each of which requires an application for exemption. This position is legally at odds with the limitations on municipal authority established by Chapter 245. The City must process building permits for lots within Clopton Farms and approve utility connections for those lots in accordance with development regulations in place in 2021, before the adoption of the Moratorium.

Under the City's Moratorium ordinance, the City should consider the Property as both an "Ongoing Project" and a "Grandfathered Project," for the reasons explained in sections 1 and 2 above, respectively. Any compliance with exception procedures through the City is, again, done under protest, as Tri Pointe is exempt from the Moratorium for reasons stated above, without having to apply for an exception through the City.

As a practical matter, my understanding is that Tri Pointe intends to construct approximately 10 to 12 homes per month over the next 12-18 months, and therefore, my hope is that it will not be overly burdensome for the City to grant these utility connections consistent with its obligations under state law.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,

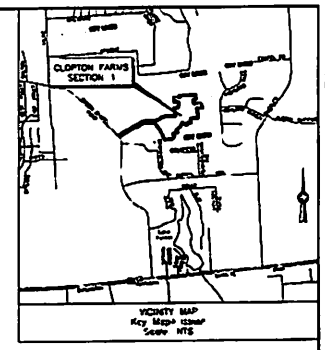


Omar Izfar

EXHIBIT A

(Final Plats for Clopton Farms Sections 1-3 and Preliminary Plats for Clopton Farms Sections 4-6)

E4288



E4288

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., a Texas corporation, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 1 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated

"Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

Tri Pointe Homes Texas, Inc., a Texas corporation has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas corporation, thereunto authorized, this 18th day of September 2023.

OWNER:
Tri Pointe Homes Texas, Inc.,
a Texas corporation

By: Joe Mandola
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of September 2023.

JACQUILYN OVERTON
NOTARY PUBLIC, STATE OF TEXAS
Notary ID 131772391-4
Expires April 11, 2026

Notary Public in and for the
State of TEXAS
My Notary Commission Expires: April 11, 2026

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying.

Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

9-18-23
STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on October 27, 2023, at 3:55 o'clock, P.M., and duly recorded on October 31, 2023, at 8:59 o'clock, P.M., in cabinet Z, sheet 9982-9990 of record of MAPS for said County

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

By: Katie Burns, Deputy

On the 17th day of August 2023, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

"WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this 26th day of October 2023

Chair

Secretary

DOC # 2023104859
Cabinet 002 Sheet 9982

CLOPTON FARMS SECTION 1

BEING A SUBDIVISION OF 37.8293 ACRES OUT OF
THE N. LYNCH SURVEY, A-306 AND
THE R.G. HAMLET SURVEY, A-281
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

43 LOTS 5 BLOCKS 6 RESERVES (19.4432 ACRES)

OWNER
TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

MAY, 2023

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
FIRM No. F-726
FIRM No. 10092300

E4288

E4288

E4288

GENERAL NOTES

(1) BL indicates Building Line.
BRS indicates Bears
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
IR indicates Iron Rod
IP indicates Iron Pipe
MCAD indicated Montgomery County Appraisal District
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
N.T.S. indicates Not To Scale.
PG. indicates Page
R= indicates Radius.
R.O.W. indicates Right-Of-Way.
SHT indicates Sheet.
SQ. FT. indicates Square Feet.
S.M. S.E. indicates Storm Sewer Easement.
SWR. indicates Sewer
U.E. indicates Utility Easement.
VOL. indicates Volume
W/ indicates With

indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserves A, B, C and D.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375G dated August 18, 2014, which includes the subject property, the property is located partially within zone "A"(the "100-year floodplain"), no base flood elevations determined, and partially within zone "X" unshaded, areas determined to be outside the 0.2% annual chance floodplain.

(7) Detention for this tract has been provided and is shown hereon.

(8) This property is located within the Montgomery County Municipal Utility District no. 147.

(9) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(10) The coordinates shown hereon are Texas Central Zone No. FIPS=4203 State Plane Grid Coordinates (NAD83; 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.999938891009

(11) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

(12) Benchmark: The site benchmark consists of a three inch brass disc set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#1 ELEV=283.48'". Elevation = 283.48' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1).).

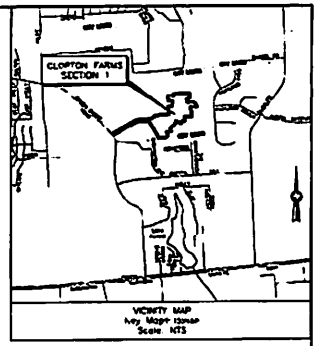
(13) Tract is subject to Lake Access Agreement, as recorded under M.C.C.F. No. 2011-029761

(14) Tract is subject to Cathodic Protection Easement, granted to Magnolia Pipe Line, as recorded under Vol. 601, Pg. 920 M.C.D.R.

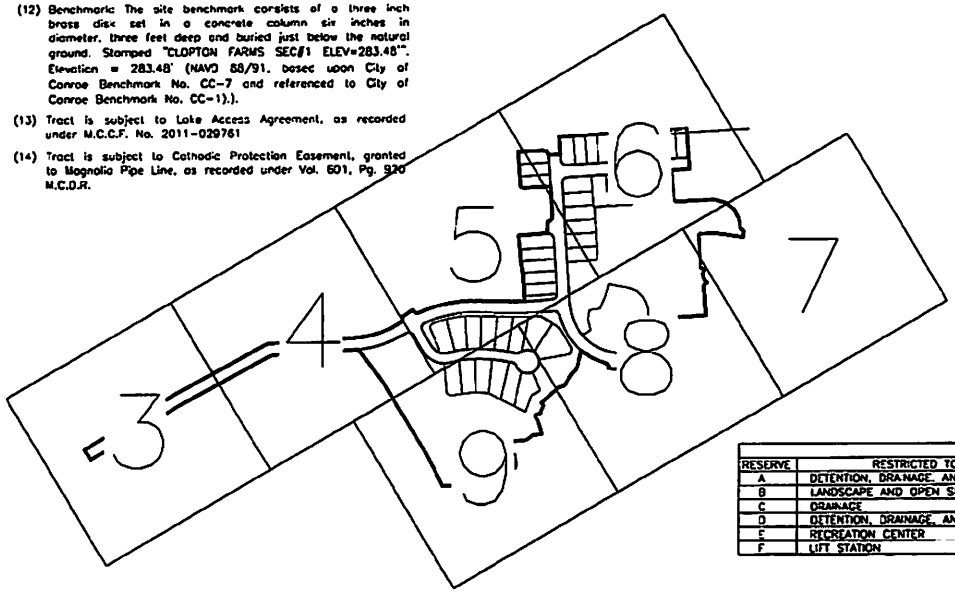
(15) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).

(16) Subject tract may be affected by Transitional fill easement agreements recorded under M.C.C.F. NO. 2022075415, and 2022075416. No written description for easements in instrument, and therefore are unlocatable.

(17) Subject to 60'x1,050.65' access easement, recorded under M.C.C.F. NO. 2011029760 & 2017013409. To be abandoned upon recordation of plat per M.C.C.F. NO. 2023033683



VICINITY MAP
Key Maps Used
Scale: NTS



RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	DETENTION, DRAINAGE, AND OPEN SPACE	8.8297 ACRE/384,620 SQ. FT.
B	LANDSCAPE AND OPEN SPACE	0.0934 ACRE/4,070 SQ. FT.
C	DRAINAGE	0.1033 ACRE/4,500 SQ. FT.
D	DETENTION, DRAINAGE, AND OPEN SPACE	8.2939 ACRE/361,281 SQ. FT.
E	RECREATION CENTER	2.0471 ACRE/89,173 SQ. FT.
F	LIFT STATION	0.0758 ACRE/3,300 SQ. FT.
		TOTAL ACREAGE = 19.4432 ACRES

MAINTENANCE NOTE

Private streets, storm water detentions facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.

LINE	BEARING	DISTANCE
L1	N85°15'07"E	23.61'
L2	N59°19'19"E	18.85'
L3	N49°59'43"E	63.42'
L4	N01°58'23"E	60.36'
L5	N72°18'38"W	16.84'
L6	N87°30'59"E	60.01'
L7	S48°29'18"E	21.21'
L8	S74°05'09"E	58.00'
L9	S51°00'43"E	58.00'
L10	S37°56'17"E	58.00'
L11	S07°39'55"E	47.39'
L12	S50°48'28"E	22.02'
L13	S07°38'34"W	30.58'
L14	S88°25'10"W	75.00'
L15	S41°25'10"W	7.07'
L16	S64°37'32"E	20.00'
L17	S45°00'41"W	20.00'
L18	S03°54'50"E	42.32'
L19	S09°18'40"W	66.72'
L20	N85°42'03"W	60.35'
L21	S42°58'58"W	39.12'
L22	S31°51'57"W	69.04'
L23	S71°52'07"W	31.58'
L24	S48°31'12"W	72.67'
L25	S45°51'08"W	41.83'
L26	S47°24'23"E	14.13'
L27	S20°41'09"W	45.70'
L28	S88°13'39"W	27.26'
L29	S10°54'41"E	6.75'

LINE	BEARING	DISTANCE
L30	S27°38'23"E	24.85'
L31	S24°18'20"E	19.73'
L32	S13°45'10"E	50.30'
L33	S82°56'53"W	45.69'
L34	S51°09'01"W	27.47'
L35	S61°38'24"W	16.62'
L36	S84°21'36"W	52.43'
L37	N88°18'40"W	17.51'
L38	S39°40'59"E	2.33'
L39	S01°29'08"E	56.32'
L40	S34°41'40"E	13.00'
L41	S04°17'44"E	11.66'
L42	S31°18'42"E	9.91'
L43	S09°26'24"E	31.28'
L44	S25°30'08"W	45.10'
L45	S52°27'24"W	18.89'
L46	S40°58'13"W	40.25'
L47	N08°41'43"E	19.85'
L48	N85°44'08"E	57.24'
L49	S59°19'19"W	19.15'
L50	N51°10'07"W	20.72'
L51	N84°55'19"W	66.74'
L52	S20°17'03"W	88.97'
L53	N80°50'12"E	51.15'
L54	N14°18'08"E	29.11'
L55	N81°21'42"E	93.19'
L56	N71°43'58"E	78.19'
L57	S24°30'14"W	20.37'
L58	N41°30'42"E	21.21'

LINE	BEARING	DISTANCE
L59	N30°03'12"W	11.18'
L60	S41°30'42"W	14.14'
L61	N51°37'48"E	19.72'
L62	N51°37'48"E	15.87'
L63	S83°28'20"W	23.29'
L64	S14°10'41"W	4.57'
L65	N75°49'19"W	5.31'
L66	S03°28'20"W	20.70'
L67	N69°28'20"E	2.15'
L68	S58°17'51"W	40.02'
L69	N52°53'41"E	50.00'
L70	N31°09'29"W	45.59'
L71	S64°47'21"W	50.00'
L72	S48°29'18"E	21.21'
L73	N22°48'42"E	57.03'
L74	N46°27'34"E	71.09'
L75	N13°30'46"W	20.00'
L76	N85°29'14"E	76.52'
L77	N69°30'42"E	134.29'
L78	S03°29'18"E	20.00'
L79	S86°30'42"W	129.00'
L80	S86°30'42"W	66.00'
L81	N03°29'18"W	50.00'
L82	N86°30'42"E	66.00'
L83	S03°29'18"E	50.00'
L84	S76°48'39"W	15.00'
L85	S22°48'42"W	54.48'
L86	S67°11'18"E	20.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	220.91'	470.00'	26°55'48"	N 72°47'13" E	218.88'
C2	35.71'	25.00'	81°51'03"	N 16°23'47" E	32.75'
C3	49.61'	30.00'	94°45'20"	S 66°57'22" E	44.15'
C4	287.67'	630.00'	26°09'45"	N 78°44'50" E	285.18'
C5	108.12'	1770.00'	3°30'59"	S 89°55'17" E	108.10'
C6	38.93'	25.00'	89°13'28"	N 41°07'25" W	35.12'
C7	39.28'	25.00'	89°58'38"	S 48°28'38" E	35.35'
C8	73.68'	60.00'	70°21'47"	S 09°48'26" E	69.14'
C9	33.19'	25.00'	76°30'33"	S 48°09'53" W	30.98'
C10	37.03'	25.00'	84°52'11"	N 31°47'02" W	33.74'
C11	138.30'	330.00'	23°59'55"	N 62°23'10" W	137.34'
C12	15.25'	300.00'	2°54'42"	S 50°45'17" W	15.24'
C13	131.12'	300.00'	25°02'34"	N 75°43'50" E	130.08'
C14	235.01'	500.00'	26°55'48"	N 72°47'13" E	232.85'
C15	340.41'	600.00'	32°30'24"	S 75°32'31" W	335.80'
C16	54.91'	400.00'	8°09'08"	S 25°14'49" E	54.86'
C17	135.13'	100.00'	77°25'25"	S 68°45'18" E	125.08'
C18	80.72'	360.00'	12°46'44"	N 78°55'21" E	80.13'
C19	312.39'	750.00'	23°51'54"	N 82°45'20" W	310.14'
C20	306.05'	1800.00'	9°44'30"	N 86°37'28" E	305.68'
C21	487.05'	300.00'	89°12'01"	N 48°05'18" W	421.29'
C22	31.09'	500.00'	3°33'46"	N 04°28'35" E	31.09'
C23	249.11'	530.00'	26°55'48"	N 72°47'13" E	246.82'
C24	39.55'	25.00'	90°38'06"	S 75°21'38" E	35.55'
C25	188.91'	125.00'	77°35'25"	N 68°45'18" W	174.59'
C26	74.72'	325.00'	12°46'44"	N 78°55'21" E	74.55'
C27	227.72'	725.00'	17°59'46"	N 85°41'24" W	226.78'
C28	32.68'	35.00'	53°49'44"	N 49°46'39" W	31.69'
C29	294.84'	60.00'	281°33'13"	S 16°21'36" W	75.68'
C30	29.43'	35.00'	48°10'38"	N 79°40'19" E	28.57'
C31	249.54'	775.00'	18°26'45"	S 85°27'50" E	248.46'
C32	85.87'	385.00'	12°46'44"	N 78°55'21" E	85.69'
C33	101.35'	75.00'	77°25'25"	S 68°45'18" E	93.81'
C34	50.10'	30.00'	95°40'17"	N 17°57'53" E	44.54'
C35	258.58'	570.00'	26°01'21"	S 78°49'02" W	256.86'
C36	257.23'	1830.00'	8°03'13"	S 87°48'06" W	257.02'
C37	36.39'	25.00'	83°24'16"	S 54°31'21" E	33.26'
C38	353.83'	330.00'	61°26'53"	N 43°31'11" W	338.95'
C39	424.55'	270.00'	90°05'32"	S 48°32'04" E	382.15'
C40	39.27'	25.00'	90°00'00"	N 41°30'42" E	35.36'
C41	39.27'	25.00'	90°00'00"	N 48°29'18" W	35.36'
C42	47.53'	30.00'	90°48'34"	S 48°52'35" E	42.71'
C43	38.07'	25.00'	87°14'24"	N 40°08'03" E	34.50'
C44	249.36'	1270.00'	11°04'19"	N 87°47'34" W	248.15'
C45	172.15'	130.00'	75°52'40"	S 41°31'10" E	159.85'
C46	59.98'	977.12'	3°31'01"	N 29°57'47" W	59.97'

CLOPTON FARMS SECTION 1

BEING A SUBDIVISION OF 37.8293 ACRES OUT OF THE N. LYNCH SURVEY, A-306 AND THE R.G. HAMLET SURVEY, A-281 IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

43 LOTS 5 BLOCKS 6 RESERVES (19.4432 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

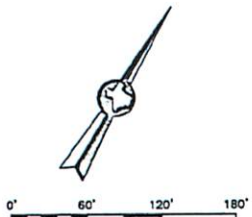
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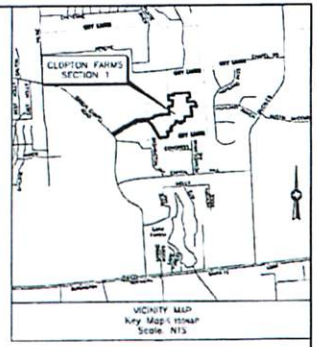
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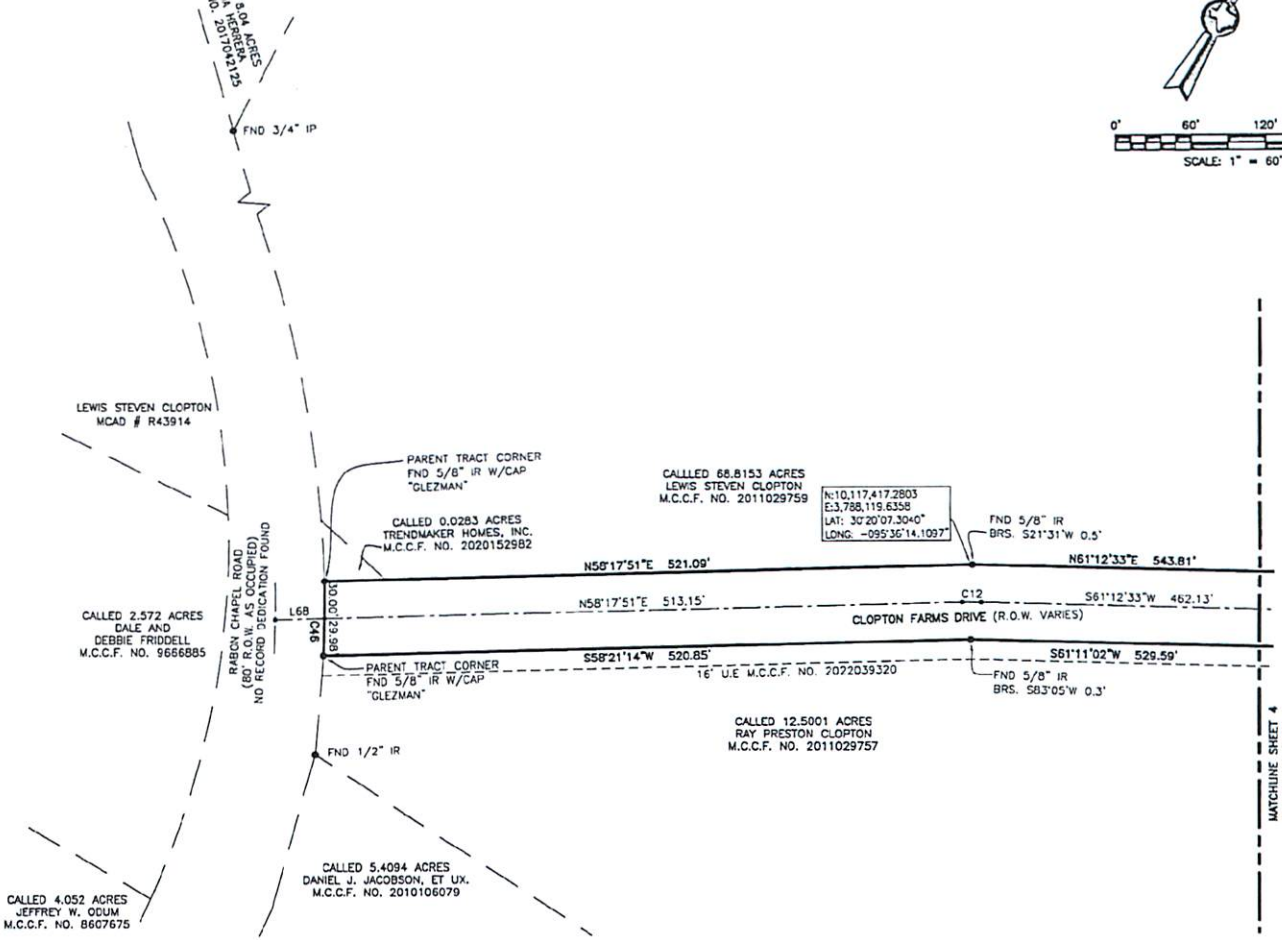
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CLOPTON FARMS
SECTION 1

BEING A SUBDIVISION OF 37.8293 ACRES OUT OF
THE N. LYNCH SURVEY, A-306 AND
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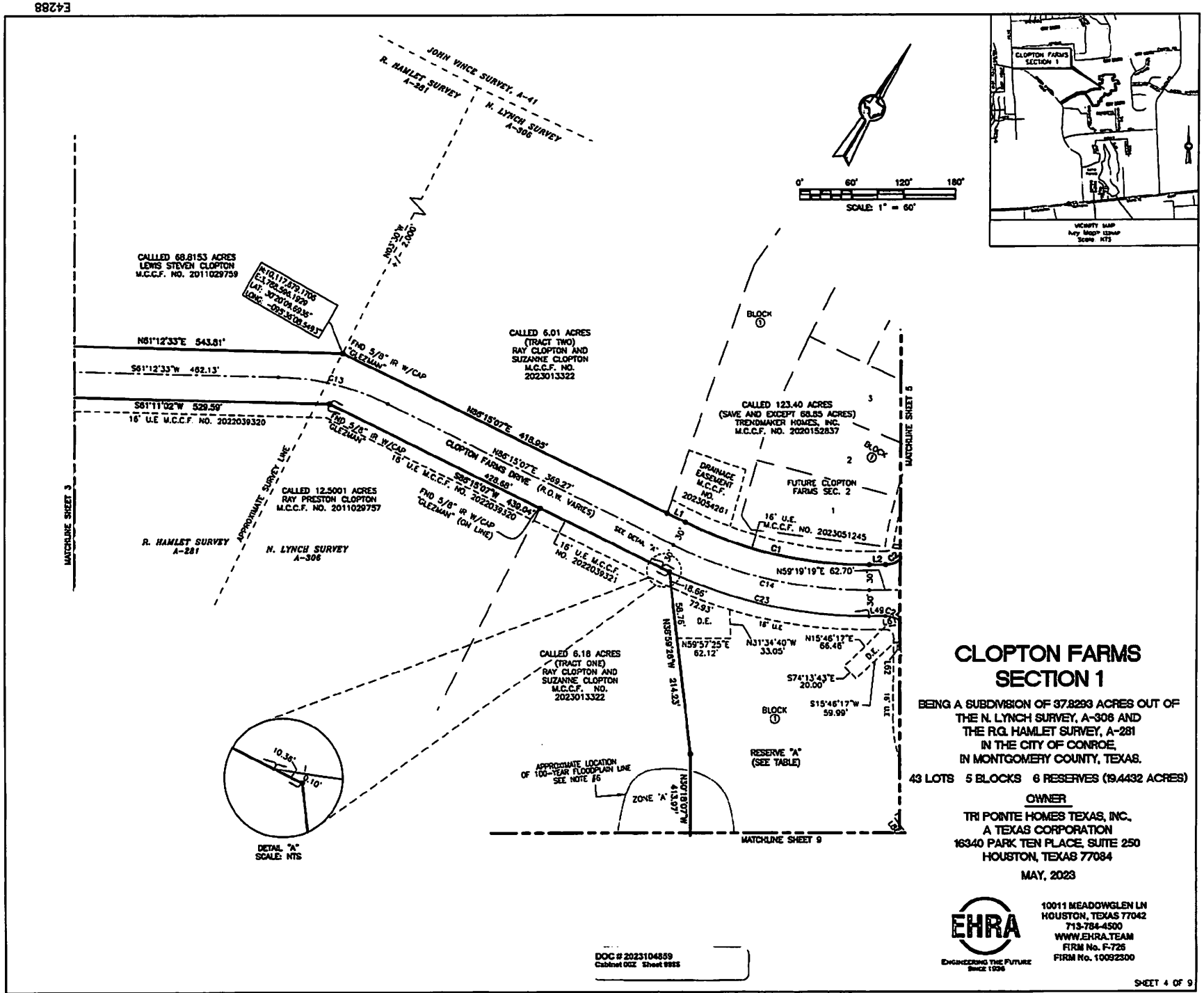
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HOUSTON, TEXAS 77084

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Cabinet 00Z Sheet 9984

SHEET 3 OF 9



CLOPTON FARMS SECTION 1

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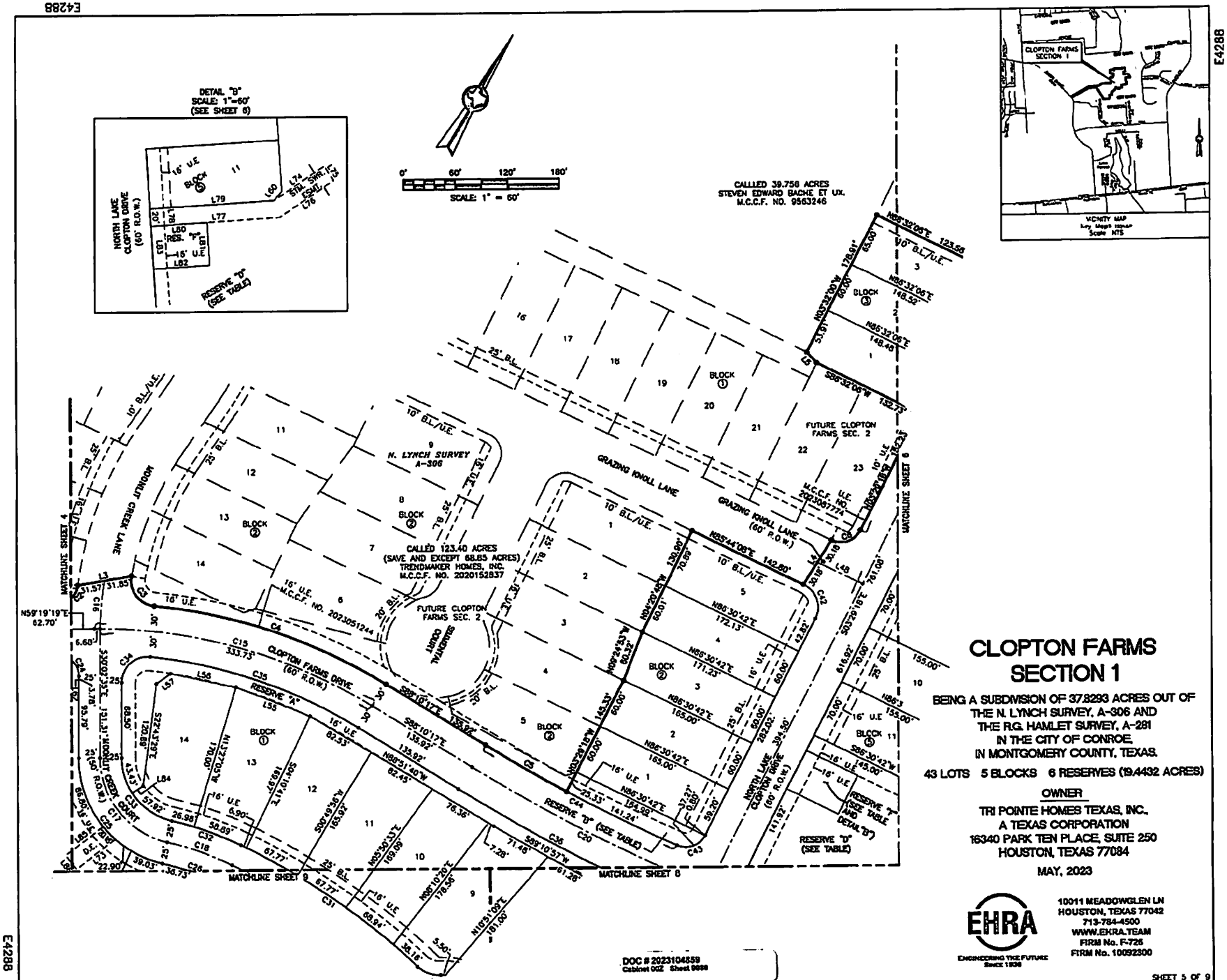
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16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

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SHEET 4 OF 9



CLOPTON FARMS SECTION 1

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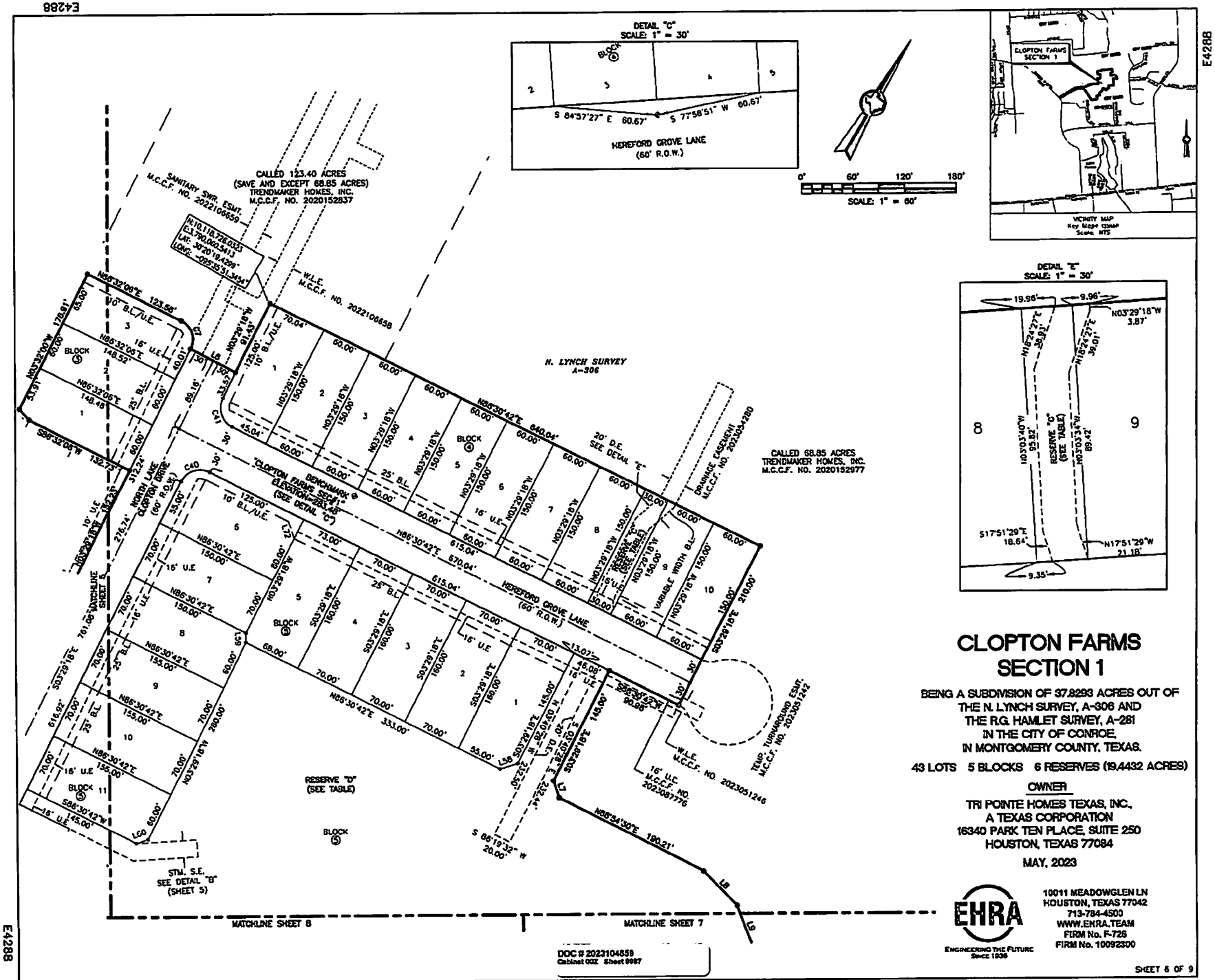
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SHEET 5 OF 9



CLOPTON FARMS SECTION 1

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43 LOTS 5 BLOCKS 6 RESERVES (19.4432 ACRES)

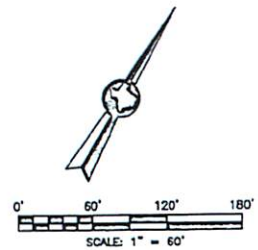
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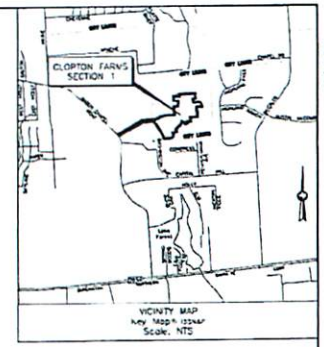
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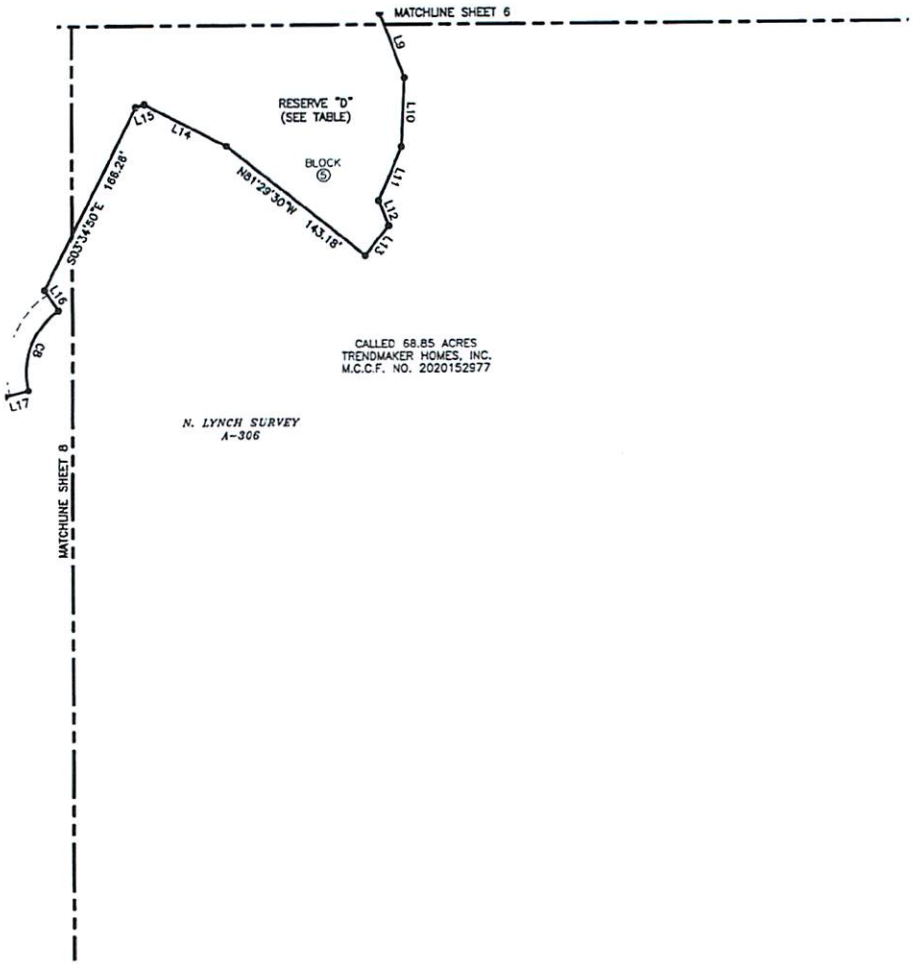
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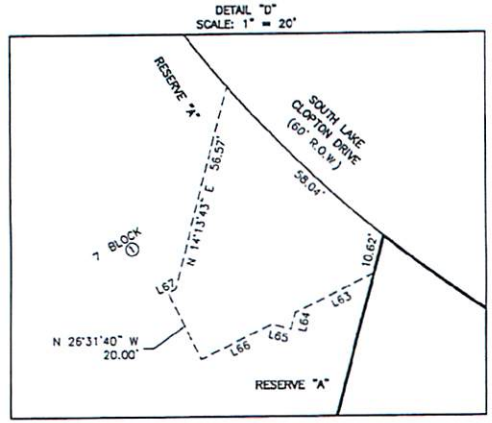
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CLOPTON FARMS SECTION 1

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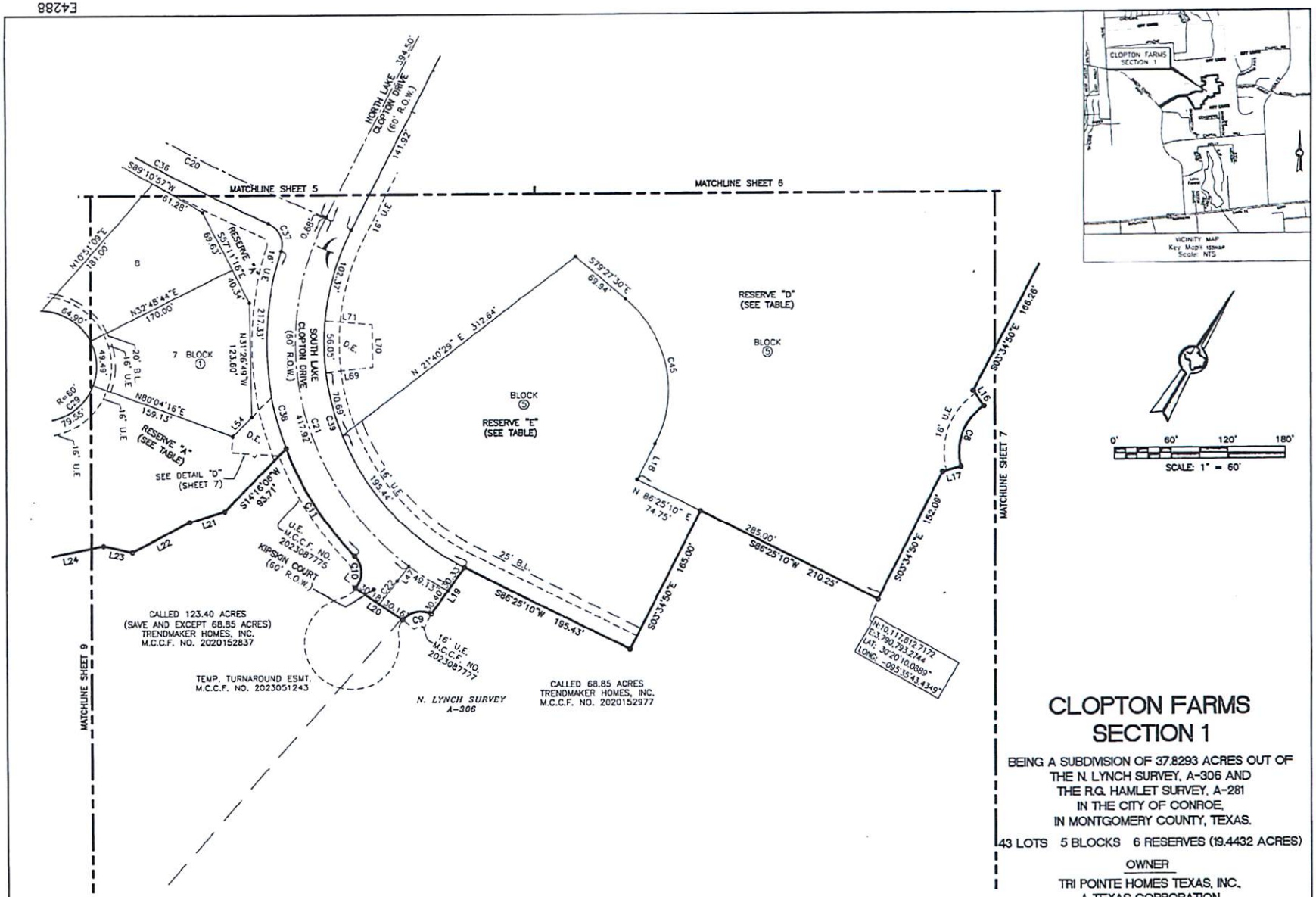
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SHEET 7 OF 9

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CLOPTON FARMS SECTION 1

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SHEET 8 OF 9

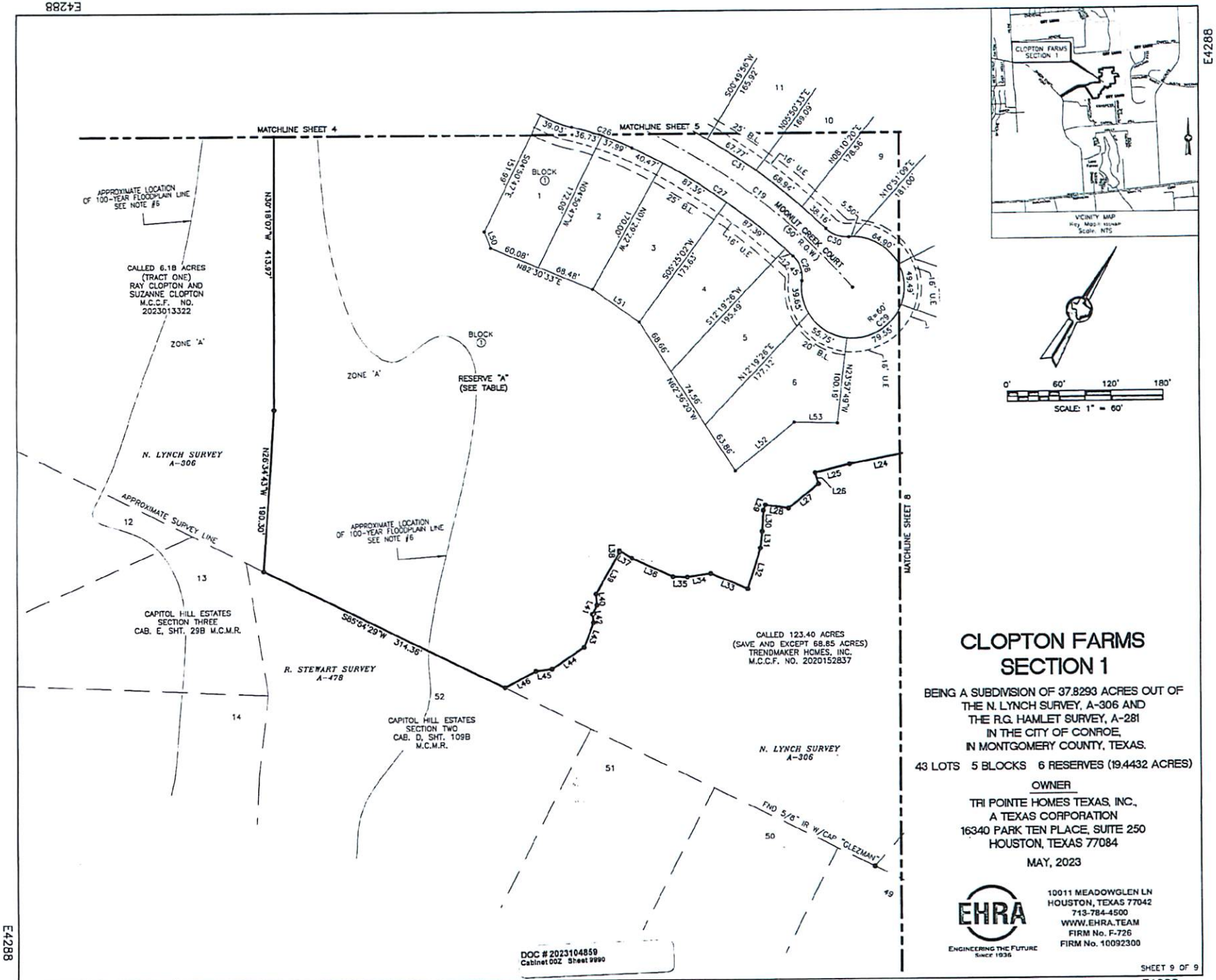
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CLOPTON FARMS SECTION 1

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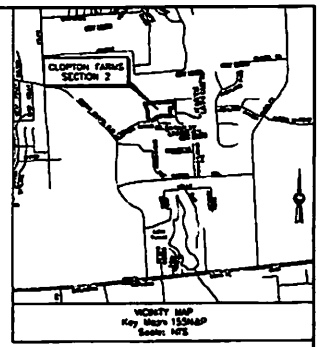
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STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 2 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision

IN TESTIMONY WHEREOF,
Tri Pointe Homes Texas, Inc., has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., thereunto authorized, this 15th day of November, 2023.

OWNER:
Tri Pointe Homes Texas, Inc.

By: _____
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of November 2023.

KAITLIN GILE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #132000848-0
EXPIRES June 13, 2026

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires 6/13/26

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying.

_____
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

11-2-23
STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on December 7, 2023, at 9:55 o'clock, A.M., and duly recorded on December 7, 2023, at 9:55 o'clock, A.M., in cabinet AA, sheet 0086-0089, of record of MAPS for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

_____
L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

By: _____, Deputy

On the 16th day of November, 2023, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this 6th day of December, 2023.

_____
Chair

_____
Secretary (Acting)

DOC # 2023117249
Cabinet OAA Sheet 0086

CLOPTON FARMS SECTION 2

BEING A SUBDIVISION OF 13.7629 ACRES OUT OF THE N. LYNCH SURVEY, A-306, IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

37 LOTS 2 BLOCKS 2 RESERVES (2.1260 ACRES)

OWNER
TRI POINTE HOMES TEXAS, INC.
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER 2023

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092500

E4245

GENERAL NOTES

(1) AC. indicates Acreage.
BL indicates Building Line.
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
N.T.S. indicates Not To Scale.
O.P.R.O.R.P. indicates Official Public Records of Real Property.
PG. indicates Page.
R= indicates Radius.
RES. indicates Reserve
R.O.W. indicates Right-Of-Way.
SHT indicates Sheet.
SQ. FT. indicates Square Feet.
STM. S.E. indicates Storm Sewer Easement.
T.C.E. indicates Temporary Construction Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserves A and B.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375G dated August 18, 2014, which includes the subject property, the property is located outside of the 100-year floodplain.

(7) This property is located within the Montgomery County Municipal Utility District no. 147.

(8) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(9) The coordinates shown hereon are Texas Central Zone No. FIPS-4203 State Plane Grid Coordinates (NAD83; 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.99993889 1009.

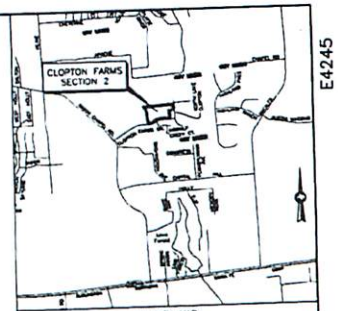
(10) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

(11) Benchmark: The site benchmark consists of a three inch brass disk set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#1 ELEV=283.48'", Elevation = 283.48' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1).

(12) Tract is subject to Lake Access Agreement as recorded under M.C.C.F. No. 2011029761.

(13) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).

(14) Subject to Public Utility Easement, recorded under M.C.C.F. NO. 2023051244. To be abandoned upon recordation of plat per said document.

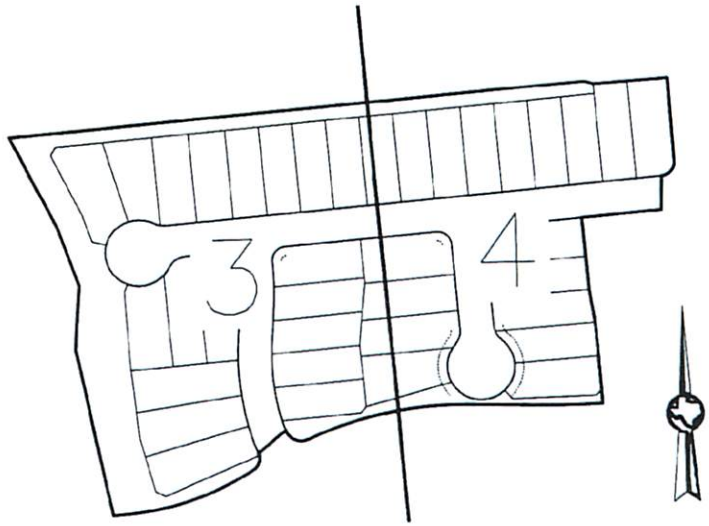


VICINITY MAP
Key Map: 155N&P
Scale: NTS

E4245

MAINTENANCE NOTE

Private streets, storm water detentions facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.



RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE AND DRAINAGE	1.8510 ACRES/80,628 SQ. FT.
B	LANDSCAPE AND OPEN SPACE	0.2750 ACRE/11,981 SQ. FT.
		TOTAL ACREAGE = 2.1260 ACRES

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	89°13'26"	38.93'	N 41°07'25" E	35.12'
C2	1770.00'	3°29'59"	108.12'	N 89°55'17" W	108.10'
C3	630.00'	26°09'45"	287.67'	S 78°44'50" W	285.18'
C4	30.00'	94°45'20"	49.61'	S 66°57'22" E	44.15'
C5	25.00'	81°51'03"	35.71'	N 16°23'42" E	32.75'
C6	470.00'	26°55'48"	220.91'	S 77°47'13" W	218.88'
C7	500.00'	8°50'55"	77.22'	S 00°09'35" W	77.14'
C8	400.00'	25°45'18"	179.80'	N 08°17'35" W	178.29'
C9	400.00'	8°09'08"	56.91'	S 25°14'49" E	56.86'
C10	35.00'	32°38'13"	19.94'	N 77°56'46" W	19.67'
C11	50.00'	270°52'48"	283.66'	S 17°04'03" E	84.20'
C12	35.00'	58°14'35"	35.58'	N 56°36'50" E	34.07'
C13	25.00'	89°00'57"	38.84'	S 49°45'24" E	35.05'
C14	25.00'	90°47'21"	39.61'	S 40°20'28" W	35.60'
C15	470.00'	9°49'58"	80.66'	S 00°19'56" E	80.56'
C16	530.00'	9°38'16"	89.15'	S 00°14'05" E	89.05'
C17	430.00'	27°06'47"	203.48'	S 08°58'20" E	201.59'
C18	370.00'	24°09'45"	156.04'	S 07°29'50" E	154.88'
C19	25.00'	90°00'27"	39.27'	S 49°15'38" E	35.36'
C20	25.00'	89°59'33"	39.27'	S 40°44'22" W	35.35'
C21	35.00'	46°49'35"	28.60'	S 19°05'23" W	27.82'
C22	60.00'	273°39'10"	286.57'	N 85°44'35" E	82.11'
C23	35.00'	46°49'35"	28.60'	N 27°40'12" W	27.82'
C24	60.00'	19°14'44"	20.15'	S 87°37'23" W	20.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 72°16'38" W	16.84'
L2	N 01°58'25" E	60.36'
L3	N 09°24'53" W	60.32'
L4	S 49°59'43" W	63.42'
L5	S 59°19'19" W	18.86'
L6	N 86°15'07" E	23.61'
L7	N 89°44'08" E	57.54'
L8	S 04°15'52" E	15.00'
L9	S 04°15'52" E	62.64'
L10	S 04°35'03" W	60.03'
L11	N 30°10'47" E	17.31'
L12	S 19°24'29" E	52.59'
L13	S 20°47'15" W	15.00'
L14	S 64°06'48" E	19.71'
L15	N 40°44'08" E	14.14'
L16	S 42°13'05" E	20.56'
L17	N 42°36'56" E	13.83'
L18	S 75°03'21" E	24.85'
L19	N 45°20'03" E	12.84'
L20	N 12°21'45" E	20.24'
L21	N 74°41'48" E	37.98'
L22	S 48°29'18" E	12.73'
L23	S 40°44'08" W	7.07'
L24	S 49°15'52" E	7.07'
L25	N 02°01'33" E	8.84'
L26	S 02°01'33" W	10.31'
L27	N 88°10'17" W	20.00'
L28	S 49°15'25" E	7.07'
L29	S 40°44'35" W	7.07'

CLOPTON FARMS SECTION 2

BEING A SUBDIVISION OF 13.7629 ACRES OUT OF THE N. LYNCH SURVEY, A-306, IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

37 LOTS 2 BLOCKS 2 RESERVES (2.1260 ACRES)

OWNER

TRi POINTE HOMES TEXAS, INC.
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER 2023

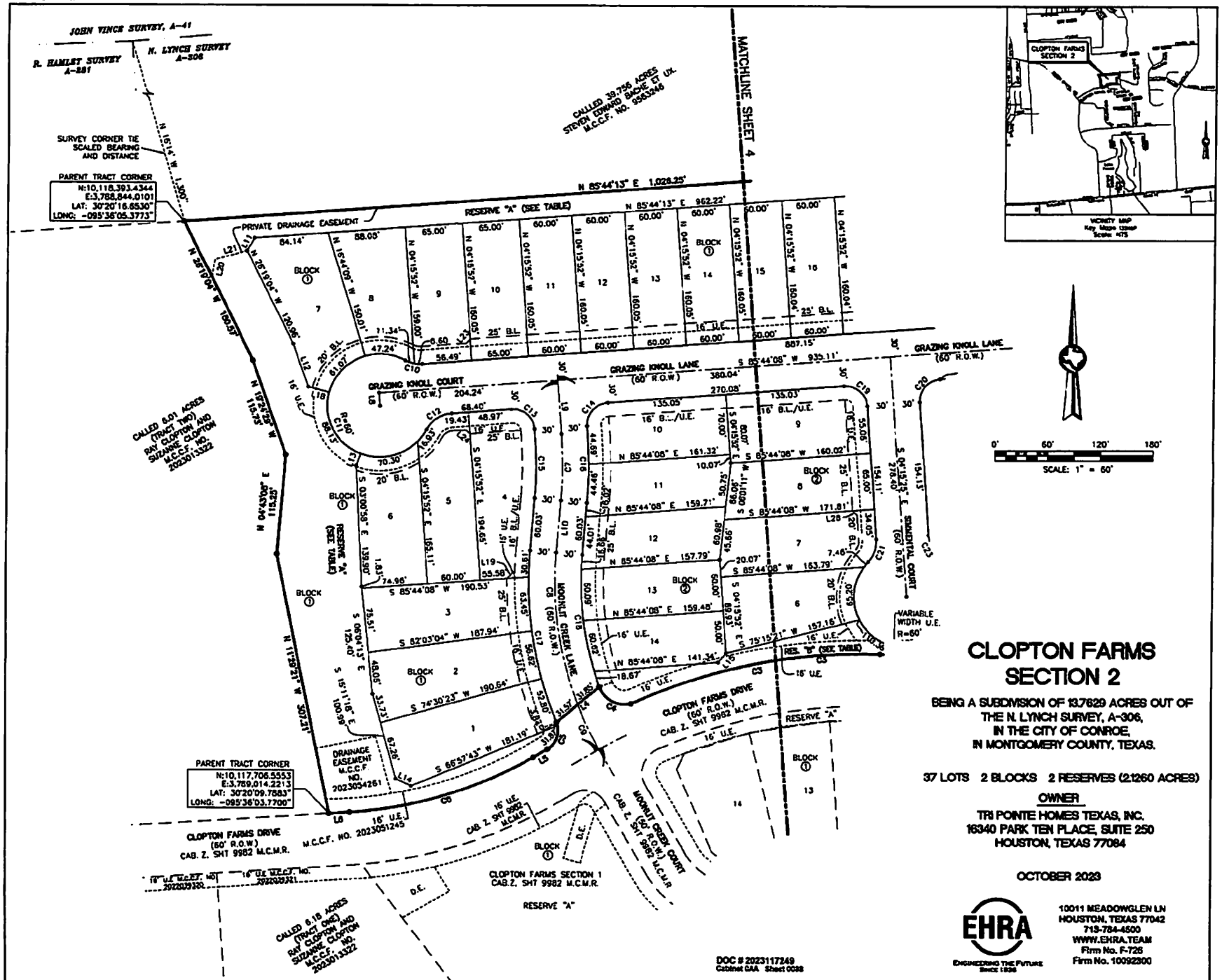
EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

DOC # 2023117249
Cabinet DAA Sheet 0097

E4245

E4245

JOB NO. 211-522-02 PATH:R:\2021\211-522-02\DRAWING\PLAT\CLOPTON_FARMS_SEC_2_FPLAT BY:---- DATE:2023-11-16



CLOPTON FARMS SECTION 2

BEING A SUBDIVISION OF 13.7629 ACRES OUT OF THE N. LYNCH SURVEY, A-306, IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

37 LOTS 2 BLOCKS 2 RESERVES (2.1260 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER 2023

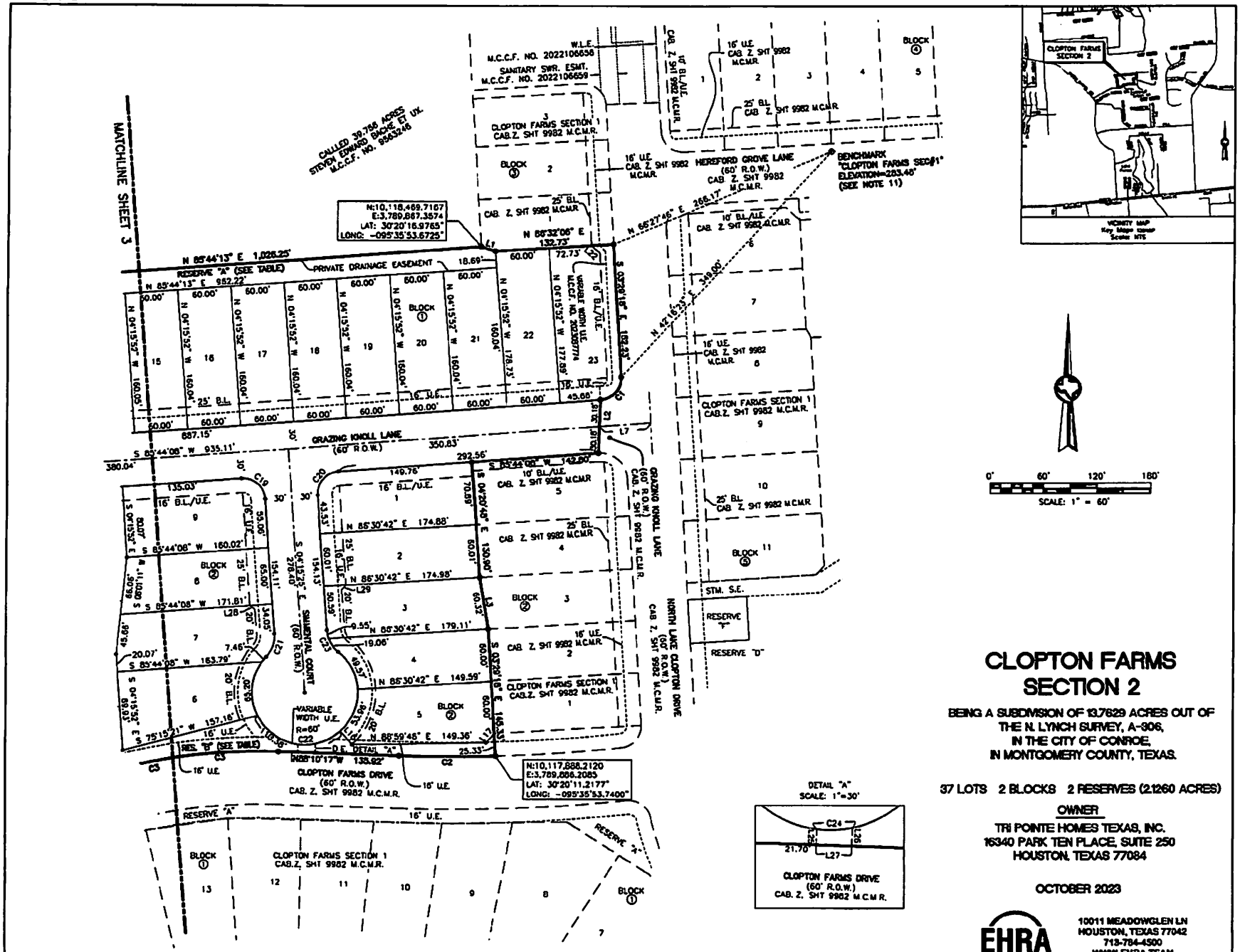
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

DOC # 2023117249
Cabinet GAA Sheet 0088

SHEET 3 OF 4

JOB NO. 211-522-02 PATH:R:\2021\211-522-02\DRAWING\PLAT\CLOPTON_FARMS_SEC_2_PLAT BY:---- DATE:2023-11-16

E4245
E4245



CLOPTON FARMS SECTION 2

BEING A SUBDIVISION OF 13.7629 ACRES OUT OF THE N. LYNCH SURVEY, A-306, IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

37 LOTS 2 BLOCKS 2 RESERVES (2.1260 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER 2023

EHRA
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WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

DOC # 2023117249
Cabinet GAA Sheet 0099

SHEET 4 OF 4

E4287

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., a Texas Corporation, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 3 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

IN TESTIMONY WHEREOF, Tri Pointe Homes Texas, Inc., a Texas Corporation has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., thereunto authorized, this 1st day of November 2023.

OWNER:
Tri Pointe Homes Texas, Inc.
A Texas Corporation

By: _____
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of November, 2023.

KAITLIN GALE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #132302804-3
EXPIRES June 13, 2026

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires 6/13/26

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying

_____
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

11-7-23
STATE OF TEXAS
REGISTERED
KEVIN M REIDY
6450
PROFESSIONAL
LAND SURVEYOR

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on December 7th, 2023, at 3:43 o'clock, P M., and duly recorded on December 7th, 2023, at 3:43 o'clock, P M., in cabinet OAA sheet 0090-0093, of record of MAP for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

_____
L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

By: _____, Deputy

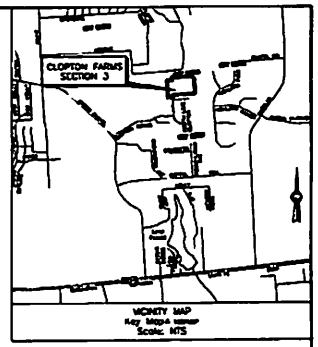
On the 16th day of November, 2023, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this 15 day of November, 2023.

_____
Chair

_____
Secretary (Acting)

DOC # 2023117246
Cabinet OAA Sheet 0090



VICINITY MAP
Key Map
Scale: NTS

CLOPTON FARMS SECTION 3

BEING A SUBDIVISION OF 17.8420 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

76 LOTS 3 BLOCKS 1 RESERVE (0.0689 ACRE)

OWNER
TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER, 2023

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

JOB NO. 211-822-03 PATH:R:\2021\211-822-03\DRAWING\PLAT\CLOPTON_FARMS_SEC_3_FPLAT BY:---- DATE:2023-11-01

E4287

GENERAL NOTES

(1) AC. indicates Acreage.
BL indicates Building Line.
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
N.T.S. indicates Not To Scale.
O.P.R.O.R.P. indicates Official Public Records of Real Property.
PG. indicates Page.
R= indicates Radius.
RES indicates Reserve
R.O.W. indicates Right-Of-Way.
SHT indicates Sheet.
SQ. FT. indicates Square Feet.
S.S.E. indicates Sanitary Sewer Easement
STM. S.E. indicates Storm Sewer Easement.
T.C.E. indicates Temporary Construction Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicated Water Line Easement
indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserve A.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375G dated August 18, 2014, which includes the subject property, the property is located outside of the 100-year floodplain.

(7) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(8) The coordinates shown hereon are Texas Central Zone No. FIPS-4203 State Plane Grid Coordinates (NAD83: 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.999938891009.

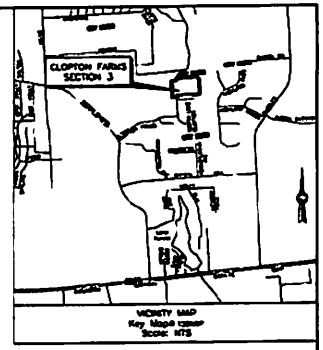
(9) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

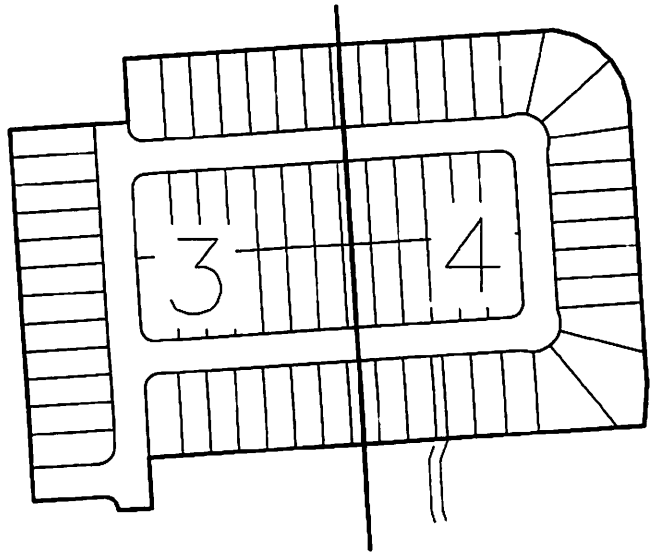
(10) Benchmark: The site benchmark consists of a three inch brass disk set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#1 ELEV=283.48'". Elevation = 283.48' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1).

(11) Tract is subject to Lake Access Agreement as recorded under M.C.C.F. 2011029761.

(12) Subject to a 20' S.S.E. (recorded under M.C.C.F. NO. 2022106659) and a 20' W.L.E. (recorded under M.C.C.F. NO. 2022106658). To be abandoned upon recordation of plat per M.C.C.F. NO. 2022106659 & 2022106658.

(13) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).





MAINTENANCE NOTE

Private streets, storm water detentions facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, DRAINAGE AND OPEN SPACE	0.0689 ACRE/3,000 SQ. FT.
		TOTAL ACREAGE = 0.0689 ACRE

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	89°58'38"	39.26'	S 48°28'36" E	35.35'
C2	55.00'	90°00'00"	86.39'	S 48°29'18" E	77.78'
C3	55.00'	90°00'00"	86.39'	S 41°30'42" W	77.78'
C4	25.00'	90°00'00"	39.27'	S 48°29'18" E	35.36'
C5	25.00'	18°32'11"	8.09'	N 77°14'37" E	8.05'
C6	50.00'	127°04'22"	110.89'	S 48°29'18" E	89.52'
C7	25.00'	18°32'11"	8.09'	S 05°46'48" W	8.05'
C8	25.00'	18°32'11"	8.09'	S 12°45'23" E	8.05'
C9	50.00'	127°04'22"	110.89'	S 41°30'42" W	89.52'
C10	25.00'	18°32'11"	8.09'	N 84°13'12" W	8.05'
C11	25.00'	90°00'00"	39.27'	N 41°30'42" E	35.36'
C12	30.00'	90°01'24"	47.14'	S 41°31'24" W	42.44'
C13	25.00'	90°00'00"	39.27'	N 41°30'42" E	35.36'
C14	25.00'	90°00'00"	39.27'	S 48°29'18" E	35.36'
C15	25.00'	90°00'00"	39.27'	S 41°30'42" W	35.36'
C16	25.00'	90°00'00"	39.27'	S 48°29'18" E	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 76°53'31" E	40.06'
L2	S 62°39'35" E	39.89'
L3	S 46°51'04" E	39.89'
L4	S 31°02'13" E	39.89'
L5	S 15°40'59" E	39.84'
L6	S 03°29'18" E	44.34'
L7	S 03°29'42" W	75.77'
L8	S 03°29'18" E	91.43'
L9	S 87°38'59" W	50.01'
L10	N 41°30'42" E	7.07'
L11	N 41°30'42" E	8.17'
L12	N 48°29'18" W	7.07'
L13	N 48°29'18" W	7.07'

CLOPTON FARMS SECTION 3

BEING A SUBDIVISION OF 17.8420 ACRES OUT OF THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

76 LOTS 3 BLOCKS 1 RESERVE (0.0689 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

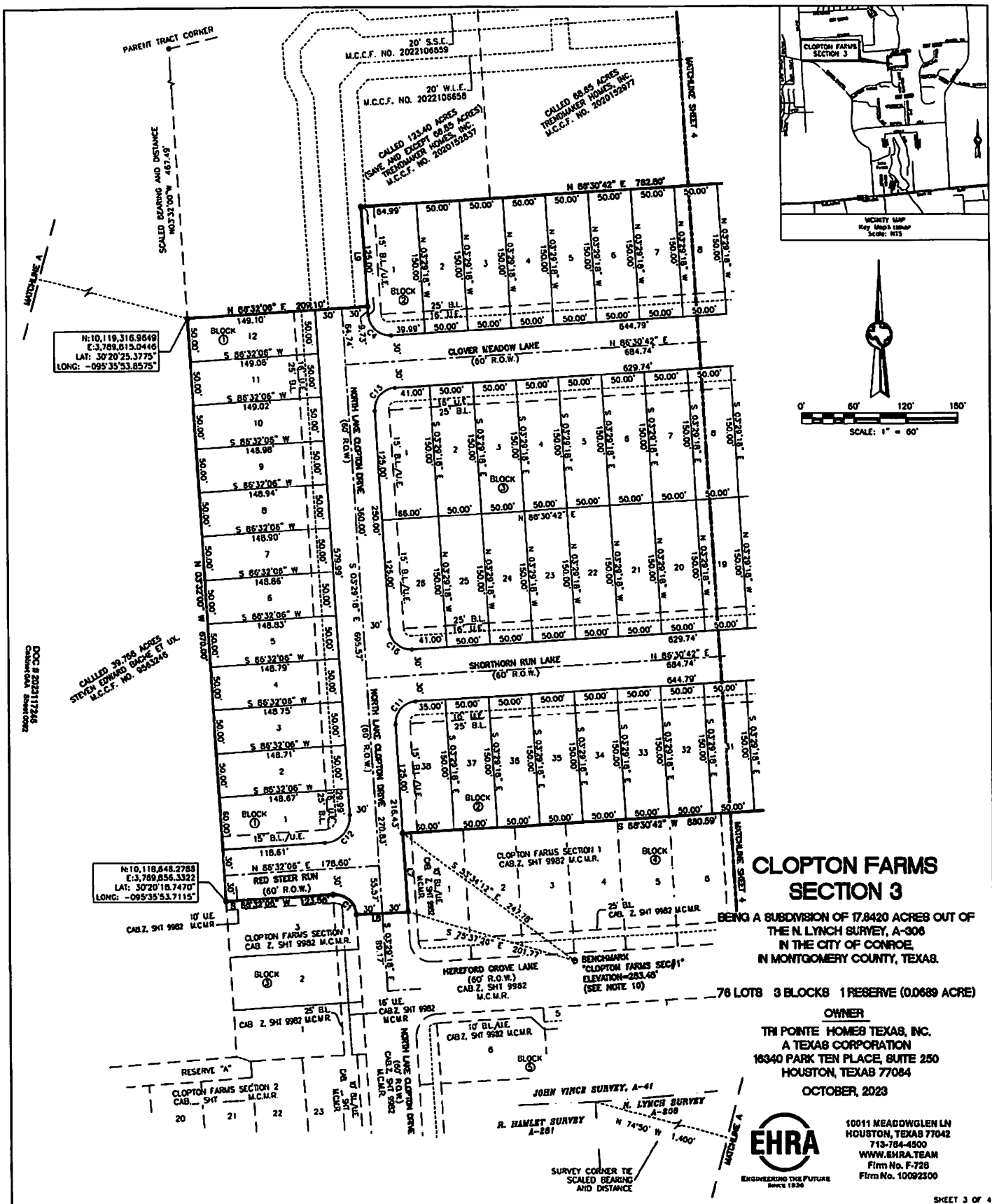
OCTOBER, 2023

EHRA
ENGINEERING THE FUTURE
Since 1934
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10093300

DOC # 2023117246
Cabinet GAA Sheet 0091

JOB NO. 211-522-03 PATH:R:\2021\211-522-03\DRAWING\PLAT\CLOPTON_FARMS_SEC_3_FPLAT BY:---- DATE:2023-11-21

E4287



CLOPTON FARMS SECTION 3

BEING A SUBDIVISION OF 17.8420 ACRES OUT OF THE N. LYNCH SURVEY, A-306 IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

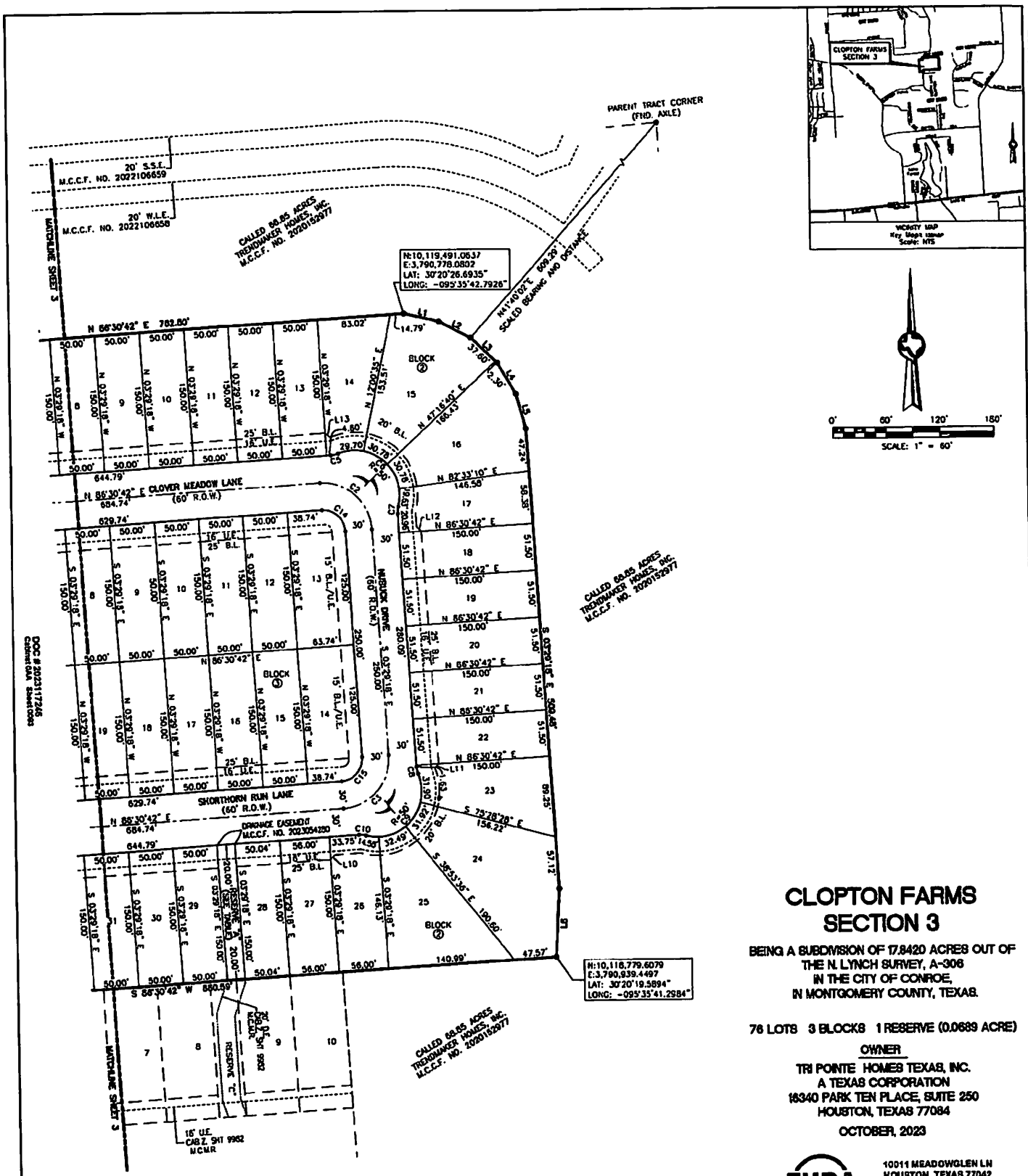
76 LOTS 3 BLOCKS 1 RESERVE (0.0689 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER, 2023

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300



E4287

CLOPTON FARMS
SECTION 3

BEING A SUBDIVISION OF 17.8420 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

76 LOTS 3 BLOCKS 1 RESERVE (0.0689 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

OCTOBER, 2023

EHRA
ENGINEERING THE FUTURE SINCE 1939
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

JOB NO. 211-522-03 PATH R:\3021\211-522-03\DRAWING\PLAT\CLOPTON_FARMS_SEC_3_FPLAT Eh:---- DATE:2023-11-21

E4287

E4486

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., a Texas Corporation, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 4 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

IN TESTIMONY WHEREOF, Tri Pointe Homes Texas, Inc., a Texas Corporation has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., thereunto authorized, this _____ day of _____, 2024.

OWNER:
Tri Pointe Homes Texas, Inc.,
a Texas Corporation

By: _____
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires_____

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying

_____
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____ _____, 2024, at _____ o'clock, _.M., and duly recorded on __ _____, 2024, at _____ o'clock, _.M., in cabinet _____, sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

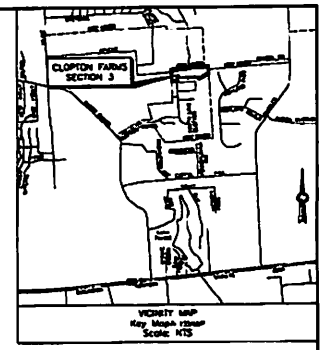
_____
L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

By: _____ Deputy

On the _____ day of _____, 2024, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this ____ day of _____, 2024.

_____ _____
Chair Secretary



E4486

CLOPTON FARMS SECTION 4

BEING A SUBDIVISION OF 13.5431 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

46 LOTS 3 BLOCKS 2 RESERVES (2.0591 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

MARCH, 2024

EHRA
ENGINEERING THE FUTURE
Since 1990
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

SHEET 1 OF 4

E4486

E4486

E4486

GENERAL NOTES

(1) AC. indicates Acreage.
BL indicates Building Line.
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
IRC indicates Iron Rod with Cap
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
N.T.S. indicates Not To Scale.
O.P.R.O.R.P. indicates Official Public Records of Real Property.
PG. indicates Page.
R= indicates Radius.
RES indicates Reserve
R.O.W. indicates Right-Of-Way.
SHT indicates Sheet.
SQ. FT. indicates Squore Feet.
S.S.E. indicates Sanitary Sewer Easement
STM. S.E. indicates Storm Sewer Easement.
T.C.E. indicates Temporary Construction Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicated Water Line Easement
indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserve A.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375G dated August 18, 2014, which includes the subject property, the property is located outside of the 100-year floodplain.

(7) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(8) The coordinates shown hereon are Texas Central Zone No. FIPS-4203 Grid Coordinates (NAD83; 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.999938891009.

(9) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

(10) Benchmark: The site benchmark consists of a three inch brass disk set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#4 ELEV=XXX.XX'", Elevation = XXX.XX' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1).

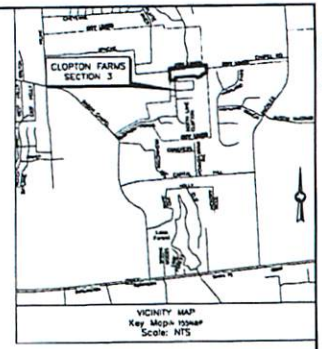
(11) Tract is subject to Lake Access Agreement as recorded under M.C.C.F. 2011029761.

(12) Subject to a 20' S.S.E. (recorded under M.C.C.F. NO. 2022106659) and a 20' W.L.E. (recorded under M.C.C.F. NO. 2022106658). To be abandoned upon recordation of plat per M.C.C.F. NO. 2022106659 & 2022106658.

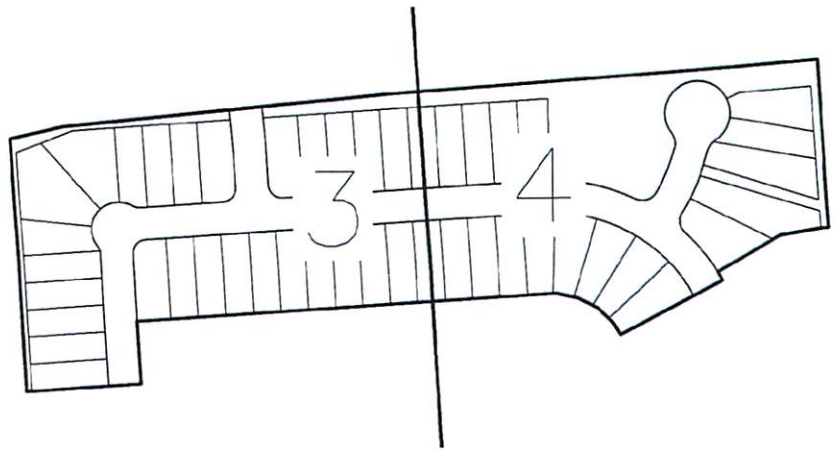
(13) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).

MAINTENANCE NOTE

Private streets, storm water detentions facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.



E4486



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°00'56" E	99.27'
L2	S 88°25'10" W	15.00'
L3	S 80°24'55" W	75.99'
L4	N 31°02'13" W	27.35'
L5	N 46°51'04" W	39.89'
L6	N 62°39'56" W	39.89'
L7	N 76°53'31" W	40.06'
L8	S 03°29'18" E	115.27'
L9	N 03°29'18" W	110.53'
L10	N 05°21'48" W	57.33'
L11	S 87°17'30" E	2.51'
L12	N 03°29'18" W	55.53'
L13	N 05°21'48" W	57.33'
L14	N 03°29'18" W	55.53'
L15	N 05°21'48" W	57.33'
L16	S 03°29'18" E	64.74'
L17	N 16°03'52" E	82.11'
L18	N 73°56'08" W	20.00'
L19	S 16°03'52" W	81.95'
L20	N 70°56'54" W	8.70'
L21	N 75°00'10" W	71.25'
L22	N 13°59'50" E	20.00'
L23	S 75°00'10" E	72.13'
L24	S 70°56'54" E	9.49'
L25	S 50°59'16" E	87.50'
L26	N 73°28'59" E	24.26'
L27	N 50°59'16" W	78.82'
L28	N 63°57'22" E	25.00'
L29	S 81°50'05" E	24.96'
L30	S 03°34'50" E	31.57'

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE AND OPEN SPACE	0.2455 ACRE/10,695 SQ. FT.
B	LANDSCAPE, DRAINAGE, OPEN SPACE, & DETENTION	1.8136 ACRES/79,002 SQ. FT.
		TOTAL ACREAGE = 2.0591 ACRES

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	355.00'	17.02'	17.02'	S 29°27'37" E	2°44'48"
C2	25.00'	39.27'	35.36'	N 41°30'42" E	90°00'00"
C3	325.00'	370.98'	351.16'	S 60°47'15" E	65°24'05"
C4	970.00'	31.74'	31.74'	N 04°25'33" W	1°52'30"
C5	350.00'	228.42'	224.38'	N 21°24'16" E	37°23'32"
C6	25.00'	14.75'	14.54'	N 20°23'21" W	33°48'07"
C7	50.00'	137.54'	98.10'	N 41°30'42" E	157°36'15"
C8	25.00'	14.75'	14.54'	S 76°35'14" E	33°48'07"
C9	25.00'	39.27'	35.36'	N 41°30'42" E	90°00'00"
C10	25.00'	39.27'	35.36'	N 41°30'42" E	90°00'00"
C11	940.00'	30.76'	30.76'	N 04°25'33" W	1°52'30"
C12	1,000.00'	32.73'	32.72'	S 04°25'33" E	1°52'30"
C13	25.00'	39.27'	35.36'	S 48°29'18" E	90°00'00"
C14	355.00'	181.93'	179.94'	S 78°48'25" E	29°21'46"
C15	30.00'	44.83'	40.78'	N 73°03'44" E	85°37'28"
C16	320.00'	86.21'	85.95'	N 22°31'54" E	15°26'11"
C17	35.00'	31.21'	30.19'	N 10°43'55" W	51°05'28"
C18	60.00'	286.34'	82.27'	S 79°33'32" E	273°26'15"
C19	35.00'	26.71'	26.06'	S 35°18'04" W	43°43'03"
C20	380.00'	174.23'	123.68'	S 22°48'29" W	18°43'54"
C21	25.00'	34.44'	31.78'	S 07°17'40" E	78°56'13"
C22	355.00'	115.71'	115.20'	S 37°25'29" E	18°40'33"
C23	295.00'	336.76'	318.77'	S 60°47'05" E	65°24'29"

CLOPTON FARMS SECTION 4

BEING A SUBDIVISION OF 13.5431 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

46 LOTS 3 BLOCKS 2 RESERVES (2.0591 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

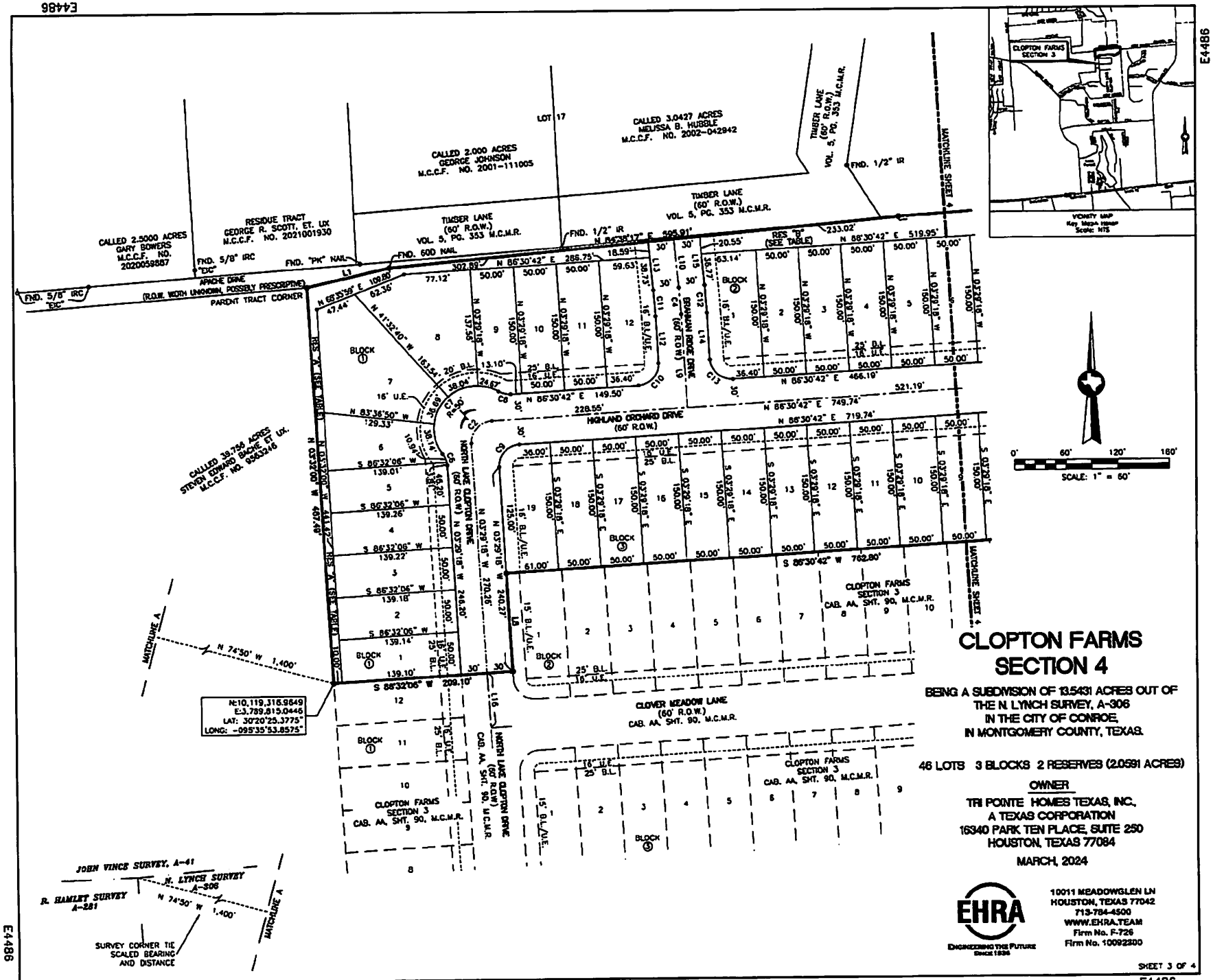
MARCH, 2024

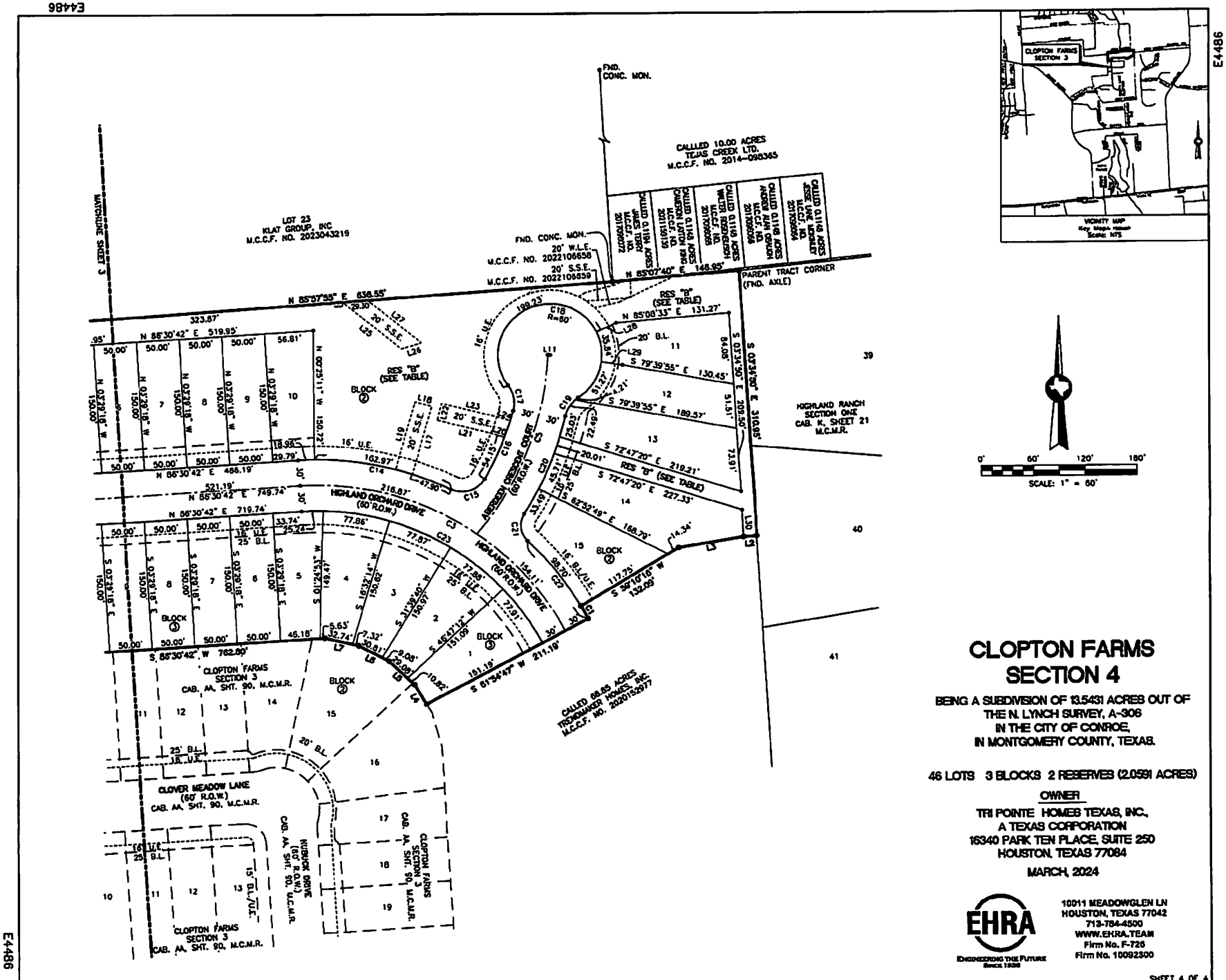
EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300

E4486

JOB NO. 211-522-04 PATH:R:\2021\211-522-04\DRAWING\PLAT\CLOPTON_FARMS_SEC_4_RPLAT BY:---- DATE:2024-03-26

E4486


CLOPTON FARMS SECTION 4
BEING A SUBDIVISION OF 13.5431 ACRES OUT OF THE N. LYNCH SURVEY, A-306 IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.
46 LOTS 3 BLOCKS 2 RESERVES (2.0591 ACRES)
OWNER
TRI POINTE HOMES TEXAS, INC., A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084
MARCH, 2024
EHRA
ENGINEERING THE FUTURE
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
Firm No. F-726
Firm No. 10092300
SHEET 3 OF 4
E4486
JOB NO. 211-522-04
CALLED 2.5000 ACRES GARY BOWERS M.C.C.F. NO. 2020059887
RESIDUE TRACT GEORGE R. SCOTT, ET. UX M.C.C.F. NO. 2021001930
CALLED 2.000 ACRES GEORGE JOHNSON M.C.C.F. NO. 2001-111005
CALLED 3.0427 ACRES MELISSA B. HUBBLE M.C.C.F. NO. 2002-042942
CALLED 38.756 ACRES STEVEN EDWARD BACHE ET UX. M.C.C.F. NO. 9363248
TIMBER LANE (60' R.O.W.) VOL. 5, PG. 353 M.C.M.R.
APACHE DRIVE (R.O.W. WIDTH UNKNOWN, POSSIBLY PRESCRIPTIVE)
PARENT TRACT CORNER
HIGHLAND ORCHARD DRIVE (60' R.O.W.)
BAHAMIAN RIDGE DRIVE (60' R.O.W.)
NORTH LAKE CLOPTON DRIVE (60' R.O.W.)
CLOVER MEADOW LANE (60' R.O.W.) CAB. AA, SHT. 90, M.C.M.R.
CLOPTON FARMS SECTION 3 CAB. AA, SHT. 90, M.C.M.R.
MATCHLINE SHEET 4
MATCHLINE A
N:10,119,316.9849
E:3,789,815.0446
LAT: 30°20'25.3775"
LONG: -095°35'53.8575"
JOHN VINCE SURVEY, A-41
N. LYNCH SURVEY A-306
R. HAMLET SURVEY A-281
SURVEY CORNER TIE SCALED BEARING AND DISTANCE
VICINITY MAP
SCALE: 1" = 60'
JOB NO. 211-522-04 PATH:R:\2021\211-522-04\DRAWING\PLAT\CLOPTON_FARMS_SEC_4_PPLAT BY:---- DATE:2024-03-26
E4486



CLOPTON FARMS SECTION 4

BEING A SUBDIVISION OF 13.5431 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

46 LOTS 3 BLOCKS 2 RESERVES (2.0591 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

MARCH, 2024

EHRA
ENGINEERING THE FUTURE
Since 1938
10011 MEADOWGLEN LN
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JOB NO. 211-522-04 PATH:R:\2021\211-522-04\DRAWING\PLAT\CLOPTON_FARMS_SEC_4_PPLAT BY:---- DATE:2024-03-26

E4486

E4486

E4493

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., a Texas Corporation, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 5 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private, and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

IN TESTIMONY WHEREOF, Tri Pointe Homes Texas, Inc., a Texas Corporation has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., thereunto authorized, this _____ day of _____, 2024.

OWNER:
Tri Pointe Homes Texas, Inc.,
a Texas Corporation

By _____
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires_____

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying

_____
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____ _____, 2024, at _____ o'clock, _.M., and duly recorded on ___ _____, 2024, at _____ o'clock, _.M., in cabinet _____, sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

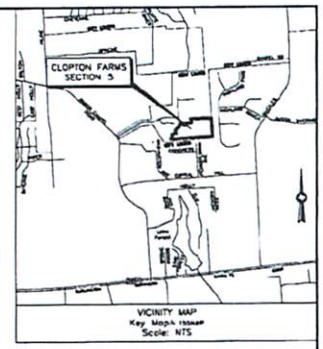
_____
L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

By: _____, Deputy

On the _____ day of _____, 2024, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this _____ day of _____, 2024

_____ _____
Chair Secretary



E4493

CLOPTON FARMS SECTION 5

BEING A SUBDIVISION OF 22.6193 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

70 LOTS 4 BLOCKS 2 RESERVES (1.1612 ACRES)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
Firm No. F-726
Firm No. 10092300

SHEET 1 OF 4

E4493

E4493

E4493

E4493

GENERAL NOTES

(1) AC. indicates Acreage.
BL indicates Building Line.
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
IRC indicates Iron Rod with Cap
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
N.T.S. indicates Not To Scale.
O.P.R.O.R.P. indicates Official Public Records of Real Property.
PG. indicates Page.
R= indicates Radius.
RES indicates Reserve
R.O.W. indicates Right-Of-Way.
SHT indicates Sheet.
SQ. FT. indicates Square Feet.
S.S.E. indicates Sanitary Sewer Easement
STM. S.E. indicates Storm Sewer Easement.
T.C.E. indicates Temporary Construction Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicated Water Line Easement

indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserve A.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375C dated August 18, 2014, which includes the subject property, the property is located outside of the 100-year floodplain.

(7) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(8) The coordinates shown hereon are Texas Central Zone No. FIPS-4203 Grid Coordinates (NAD83: 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.999938891009

(9) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

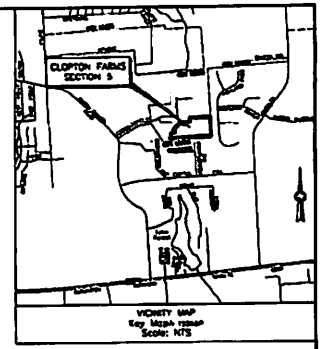
(10) Benchmark: The site benchmark consists of a three inch brass disk set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#5 ELEV=XXX.XX'". Elevation = XXX.XX' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1)

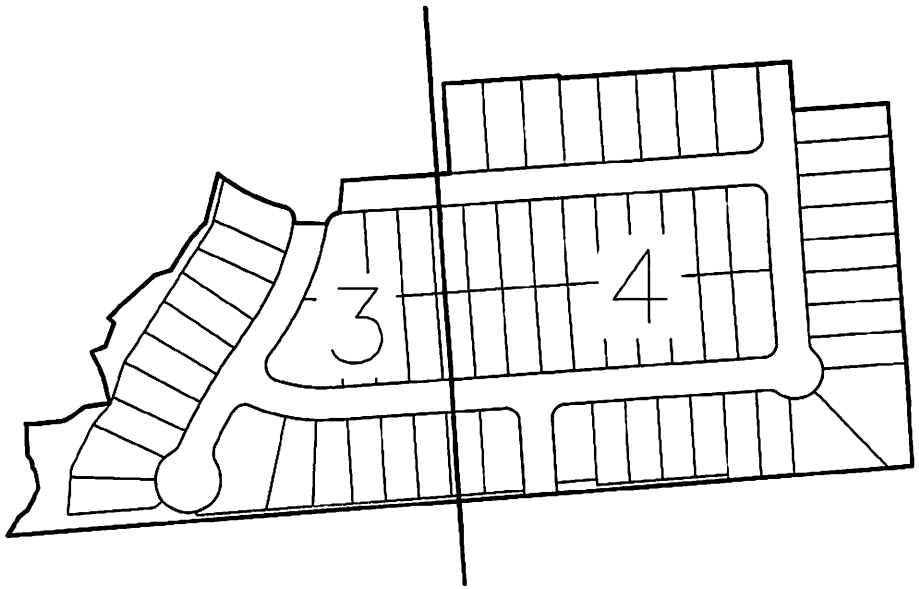
(11) Tract is subject to Lake Access Agreement as recorded under M.C.C.F. 2011029761.

(12) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).

MAINTENANCE NOTE

Private streets, storm water detentions facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 30°58'13" E	40.55'
L2	N 57°22'24" E	18.89'
L3	N 29°50'08" E	45.10'
L4	N 09°26'24" W	31.26'
L5	N 37°16'42" W	9.91'
L6	N 04°17'44" W	11.68'
L7	N 34°41'40" W	13.05'
L8	N 01°29'08" W	56.32'
L9	N 29°40'59" W	2.33'
L10	S 88°18'40" E	17.53'
L11	N 84°21'36" E	52.43'
L12	N 61°58'26" E	16.82'
L13	N 51°03'01" E	27.47'
L14	N 82°58'53" E	48.69'
L15	N 13°45'10" W	50.30'
L16	N 24°16'20" W	19.73'
L17	N 27°38'23" W	24.85'
L18	N 10°54'41" W	8.73'
L19	N 88°13'38" E	27.26'
L20	N 20°41'09" E	45.70'
L21	N 41°24'42" W	14.11'
L22	N 43°51'08" E	41.84'
L23	N 46°31'12" E	72.67'
L24	N 71°58'07" E	31.58'
L25	N 31°51'57" E	69.04'
L26	N 42°54'56" E	30.12'
L27	N 14°18'08" E	93.71'
L28	S 85°52'01" E	60.35'
L29	N 00°18'40" E	60.72'
L30	S 03°34'50" E	6.99'
L31	S 03°34'50" E	88.79'
L32	N 34°44'44" E	85.64'
L33	S 69°18'32" E	9.79'
L34	N 34°44'44" E	38.43'
L35	N 34°44'44" E	85.64'
L36	N 14°18'08" E	90.48'
L37	S 18°14'58" W	80.48'
L38	S 40°19'52" W	49.27'
L39	S 26°24'32" W	90.43'
L40	S 03°52'00" W	85.20'
L41	N 39°48'21" E	20.12'
L42	N 13°05'21" W	6.57'
L43	N 85°39'50" E	74.00'
L44	S 88°33'11" E	61.84'

RESERVE TABLE

RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, DRAINAGE, TREE PRESERVATION, & OPEN SPACE	1.0721 ACRES/46,701 SQ. FT.
B	LANDSCAPE & OPEN SPACE	0.0891 ACRE/3,880 SQ. FT.
		TOTAL ACREAGE = 1.1612 ACRES

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	330.00'	136.30'	135.34'	S 62°23'10" E	23°39'55"
C2	25.00'	37.03'	33.74'	S 31°47'02" E	84°52'11"
C3	25.00'	33.58'	30.96'	N 48°09'53" E	76°30'33"
C4	300.00'	4.66'	4.66'	N 66°31'37" E	0°53'27"
C5	300.00'	191.20'	187.95'	N 75°19'20" W	36°31'01"
C6	1,008.29'	247.33'	246.71'	N 27°43'08" E	14°03'16"
C7	500.00'	213.89'	212.07'	N 22°39'07" E	24°30'15"
C8	25.00'	39.27'	35.36'	N 41°25'10" E	90°00'00"
C9	25.00'	39.27'	35.36'	S 48°34'50" E	90°00'00"
C10	25.00'	18.59'	18.18'	N 24°59'50" W	42°50'00"
C11	50.00'	153.30'	99.83'	S 41°25'10" W	175°40'01"
C12	25.00'	18.69'	18.28'	N 72°09'50" W	42°50'00"
C13	25.00'	39.27'	35.36'	S 41°25'10" W	90°00'00"
C14	25.00'	39.27'	35.36'	S 41°25'10" W	90°00'00"
C15	25.00'	39.27'	35.36'	S 48°34'50" E	90°00'00"
C16	270.00'	102.30'	101.76'	N 82°43'05" W	21°43'29"
C17	30.00'	55.82'	48.11'	N 18°33'18" W	106°36'03"
C18	330.00'	157.19'	155.71'	N 79°56'05" W	27°17'31"
C19	25.00'	36.65'	33.60'	S 71°28'55" W	84°27'26"
C20	978.29'	99.25'	99.24'	S 27°15'19" W	5°49'51"
C21	25.00'	24.69'	23.73'	S 03°08'11" E	56°47'11"
C22	60.00'	284.77'	83.41'	N 79°33'41" W	271°56'12"
C23	25.00'	22.28'	21.91'	N 42°10'13" E	36°28'25"
C24	1,038.29'	195.94'	195.65'	N 29°20'22" E	10°48'44"
C25	470.00'	197.65'	196.20'	N 22°41'54" E	24°05'41"
C26	530.00'	229.73'	227.94'	N 22°19'41" E	24°50'07"

CLOPTON FARMS SECTION 5

BEING A SUBDIVISION OF 22.6193 ACRES OUT OF THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

70 LOTS 4 BLOCKS 2 RESERVES (1.1612 ACRES)

OWNER

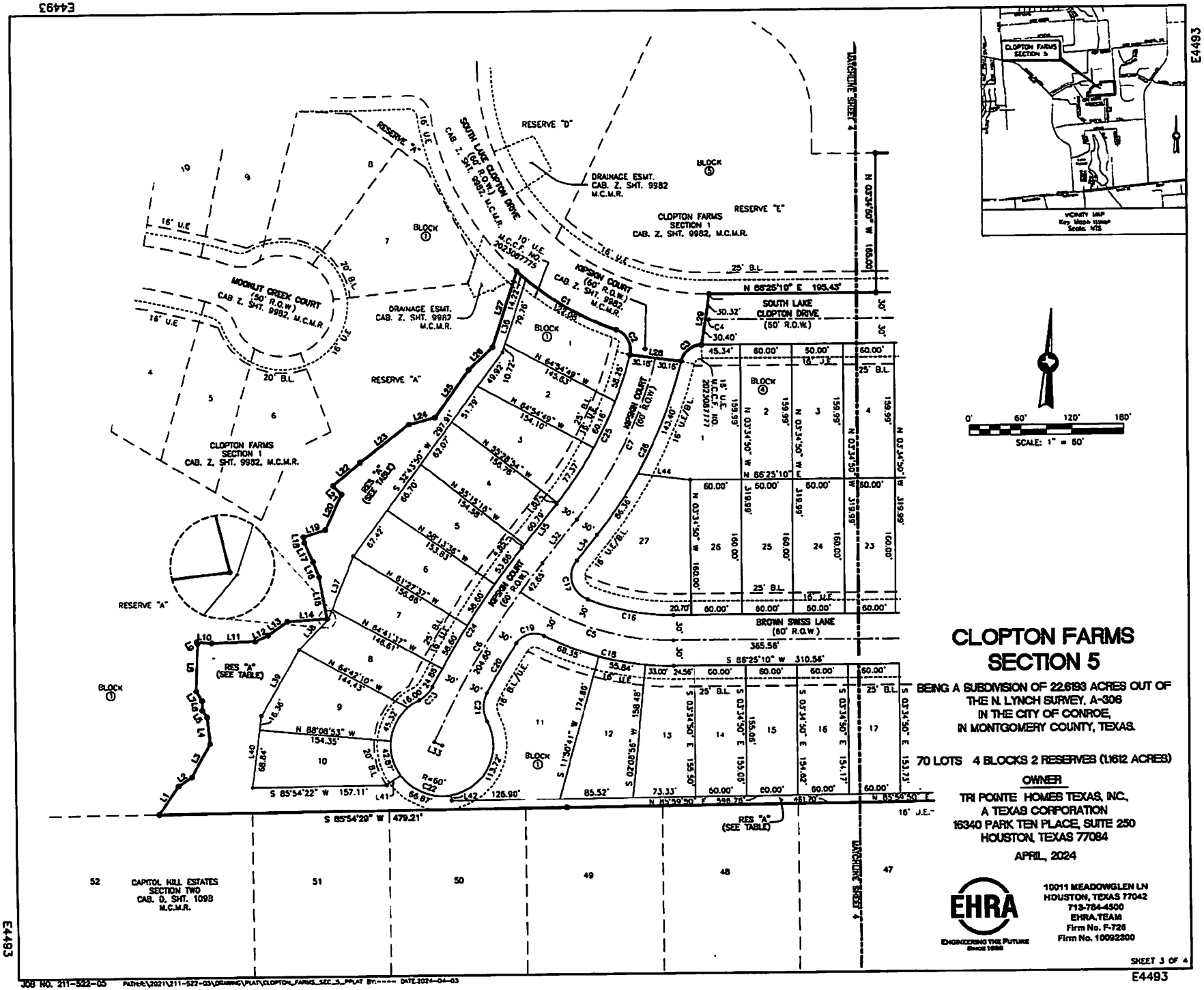
TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE
Since 1996
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
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Firm No. F-726
Firm No. 10092300

JOB NO. 211-522-05 PATH:R:\2021\211-522-05\DRAWING\PLAT\CLOPTON_FARMS_SEC_5_PPLAT BY:---- DATE:2024-04-03

E4493



CLOPTON FARMS SECTION 5

BEING A SUBDIVISION OF 22.6193 ACRES OUT OF THE N. LYNCH SURVEY, A-306 IN THE CITY OF CONROE, IN MONTGOMERY COUNTY, TEXAS.

70 LOTS 4 BLOCKS 2 RESERVES (1.1612 ACRES)

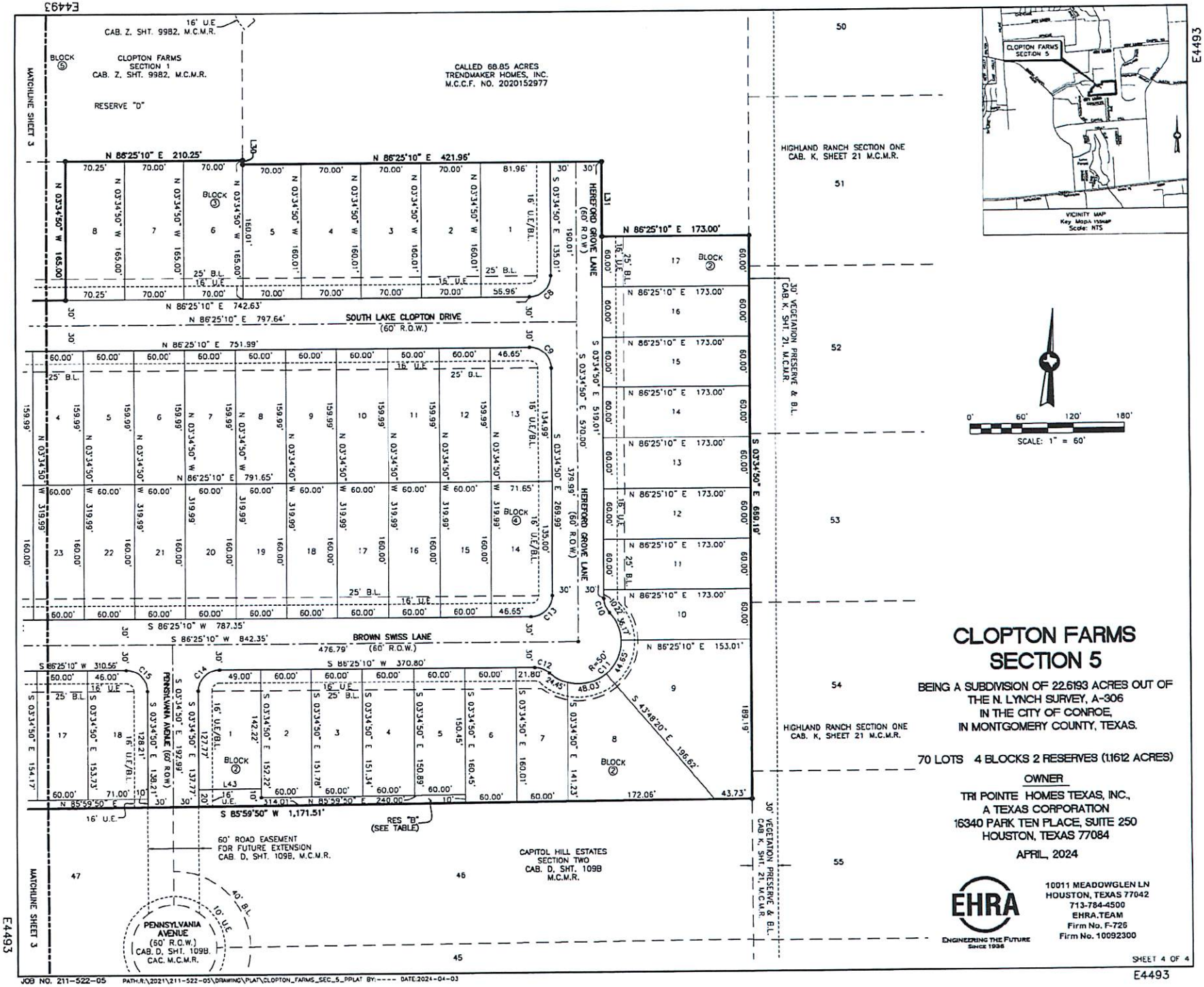
OWNER

TRI POINTE HOMES TEXAS, INC., A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
Firm No. F-726
Firm No. 10092300

SHEET 3 OF 4


E4493
16' U.E.
CAB. Z, SHT. 9982, M.C.M.R.
BLOCK 5
CLOPTON FARMS
SECTION 1
CAB. Z, SHT. 9982, M.C.M.R.
RESERVE "D"
CALLED 68.85 ACRES
TRENDMAKER HOMES, INC.
M.C.C.F. NO. 2020152977
MATCHLINE SHEET 3
N 86°25'10" E 210.25'
N 86°25'10" E 421.96'
N 03°34'50" W 165.00'
BLOCK 3
8 7 6 5 4 3 2 1
70.25' 70.00' 70.00' 70.00' 70.00' 70.00' 70.00' 81.96'
N 03°34'50" W 160.01'
25' B.L.
16' U.E.
16' U.E./B.L.
L30
C8
30'
HEREFORD GROVE LANE
(60' R.O.W.)
S 03°34'50" E 135.01'
S 03°34'50" E 160.01'
L31
N 86°25'10" E 173.00'
N 86°25'10" E 742.63'
N 86°25'10" E 797.64'
SOUTH LAKE CLOPTON DRIVE
(60' R.O.W.)
N 86°25'10" E 751.99'
BLOCK 4
4 5 6 7 8 9 10 11 12 13
60.00' 46.65'
159.99'
N 03°34'50" W 159.99'
N 86°25'10" E 791.65'
S 03°34'50" E 134.99'
S 03°34'50" E 570.00'
S 03°34'50" E 519.01'
S 03°34'50" E 379.99'
S 03°34'50" E 269.99'
S 03°34'50" E 689.19'
23 22 21 20 19 18 17 16 15 14
60.00' 71.65'
319.99'
N 03°34'50" W 319.99'
160.00'
135.00'
C13
C10
C9
S 86°25'10" W 787.35'
S 86°25'10" W 842.35'
BROWN SWISS LANE
(60' R.O.W.)
476.79'
S 86°25'10" W 310.56'
S 86°25'10" W 370.80'
C15
C14
C12
C11
R=50'
24.45'
48.03'
44.63'
S 43°48'20" E 196.62'
PENNSYLVANIA AVENUE (60' ROW)
17 18 1 2 3 4 5 6 7 8 9
46.00' 49.00' 21.80'
128.21'
138.21'
142.22'
152.22'
151.78'
151.34'
150.89'
150.45'
160.45'
160.01'
141.23'
189.19'
127.77'
137.77'
192.99'
153.73'
154.17'
BLOCK 2
L43
16'
314.01'
N 85°59'50" E 240.00'
172.06'
43.73'
S 85°59'50" W 1,171.51'
16' U.E.
RES "B"
(SEE TABLE)
60' ROAD EASEMENT
FOR FUTURE EXTENSION
CAB. D, SHT. 1098, M.C.M.R.
CAPITOL HILL ESTATES
SECTION TWO
CAB. D, SHT. 1098
M.C.M.R.
40' B.L.
10' U.E.
PENNSYLVANIA
AVENUE
(50' R.O.W.)
CAB. D, SHT. 1098,
CAC. M.C.M.R.
47
46
45
50
51
52
53
54
55
HIGHLAND RANCH SECTION ONE
CAB. K, SHEET 21 M.C.M.R.
30' VEGETATION PRESERVE & B.L.
CAB. K, SHT. 21, M.C.M.R.
CLOPTON FARMS
SECTION 5
VICINITY MAP
Key Map® 159MP
Scale: NTS
0' 60' 120' 180'
SCALE: 1" = 60'
CLOPTON FARMS
SECTION 5
BEING A SUBDIVISION OF 22.6193 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.
70 LOTS 4 BLOCKS 2 RESERVES (1.1612 ACRES)
OWNER
TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084
APRIL, 2024
EHRA
ENGINEERING THE FUTURE
SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
Firm No. F-726
Firm No. 10092300
SHEET 4 OF 4
E4493
JOB NO. 211-522-05
PATH:R:\2021\211-522-05\DRAWING\PLAT\CLOPTON_FARMS_SEC_5_PPLAT BY:---- DATE:2024-04-03

E4495

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That Tri Pointe Homes Texas, Inc., a Texas Corporation, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the Clopton Farms Section 6 Subdivision, and does hereby make the subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Conroe, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

IN TESTIMONY WHEREOF, Tri Pointe Homes Texas, Inc., a Texas Corporation has caused these presents to be signed by Joe Mandola, President of Tri Pointe Homes Texas, Inc., thereunto authorized, this _____ day of _____, 2024.

OWNER:
Tri Pointe Homes Texas, Inc.,
a Texas Corporation

By: _____
Joe Mandola, President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President of Tri Pointe Homes Texas, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires_____

This is to certify that the undersigned, a registered professional land surveyor of the State of Texas, has platted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly monumented as required by the applicable regulations of the City of Conroe, Texas and the Texas Board of Professional Land Surveying.

_____
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration: 6450

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____ _____, 2024, at _____ o'clock, _M., and duly recorded on __ _____, 2024, at _____ o'clock, _M., in cabinet _____, sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

_____
L. Brandon Steinmann, Clerk, County Court
Montgomery County, Texas

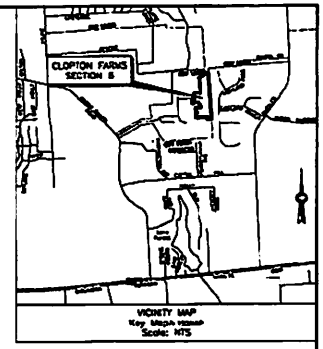
By: _____, Deputy

On the _____ day of _____, 2024, this plat was approved by the Planning Commission of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.

WITNESS the official signatures of the Chair and Secretary of the Planning Commission of the City of Conroe, Texas, this ____ day of _____, 2024.

_____ Chair

_____ Secretary



E4495

CLOPTON FARMS SECTION 6

BEING A SUBDIVISION OF 19.8268 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

68 LOTS 4 BLOCKS 2 RESERVES (0.9372 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE
Since 1926

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

SHEET 1 OF 5

E4495

GENERAL NOTES

(1) AC. indicates Acreage.
BL indicates Building Line.
CAB. indicates Cabinet.
D.E. indicates Drainage Easement.
ESMT. indicates Easement.
FND. indicates Found.
IRC indicates Iron Rod with Cap
M.C.C.F. NO. indicates Montgomery County Clerk's File Number.
M.C.M.R. indicates Montgomery County Map Records.
M.C.D.R. indicates Montgomery County Deed Records.
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STM. S.E. indicates Storm Sewer Easement.
T.C.E. indicates Temporary Construction Easement.
U.E. indicates Utility Easement.
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W.L.E. indicated Water Line Easement

indicates street name change.

(2) All property corners are set 5/8 inch iron rod with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(3) No enclosed structure shall be constructed in Reserve A.

(4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, Texas Central Zone, as determined by GPS measurements.

(5) The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this plat. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.

(6) According to the Federal Emergency Management Agency Flood Insurance Rate Map, Montgomery County, Texas, Community Panel Nos. 48339C0375G dated August 18, 2014, which includes the subject property, the property is located outside of the 100-year floodplain.

(7) All lots within this subdivision are subject to a ten foot (10') rear building line and five foot (5') side building lines unless otherwise noted.

(8) The coordinates shown hereon are Texas Central Zone No. FIPS-4203 Grid Coordinates (NAD83; 2002 ADJ) all distances are ground distances and may be brought to surface distances by applying by a combined scale factor of 0.999938891009.

(9) All rear lot drainage is private and shall be maintained by MUD 147, or the Property Owner's Association/Home Owner's Association.

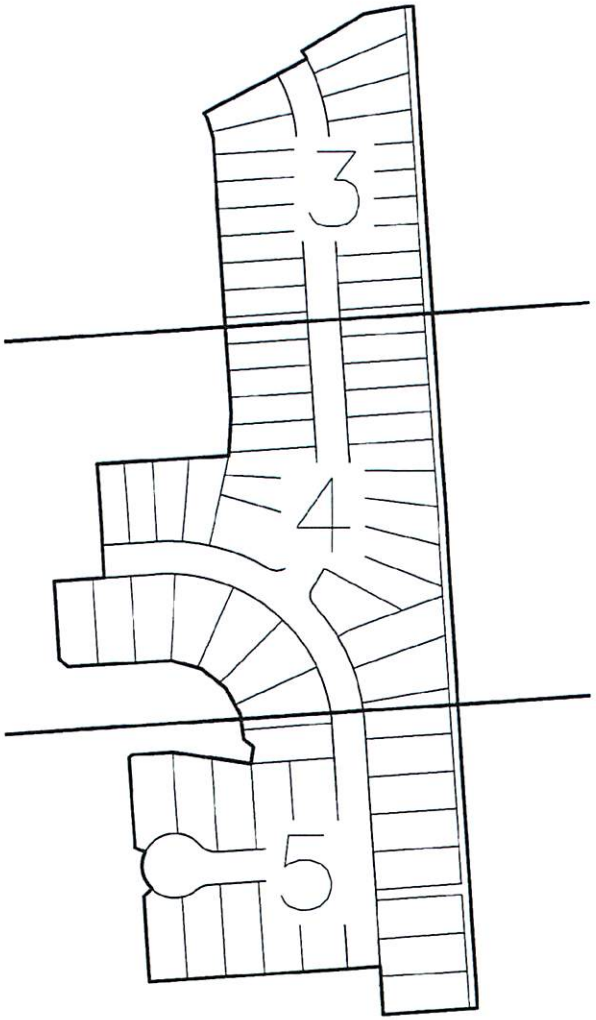
(10) Benchmark: The site benchmark consists of a three inch brass disk set in a concrete column six inches in diameter, three feet deep and buried just below the natural ground. Stamped "CLOPTON FARMS SEC#5 ELEV=XXX.XX". Elevation = XXX.XX' (NAVD 88/91, based upon City of Conroe Benchmark No. CC-7 and referenced to City of Conroe Benchmark No. CC-1).

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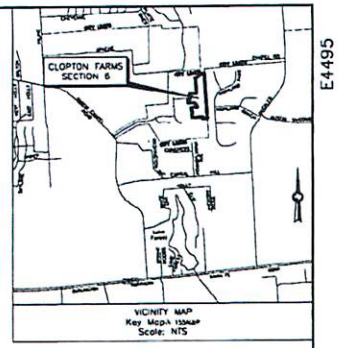
(12) This plat is subject to the City of Conroe Vegetation Ordinance (Chapter 102).

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 80°24'55" E	75.99'
L2	N 86°25'10" E	15.00'
L3	N 03°34'50" W	88.79'
L4	N 45°00'41" E	20.00'
L5	N 64°37'32" W	20.00'
L6	N 41°25'10" E	7.07'
L7	N 86°25'10" E	75.00'
L8	N 07°38'34" E	30.58'
L9	N 50°48'28" W	22.02'
L10	N 07°32'55" W	47.39'
L11	N 27°56'17" W	56.00'
L12	N 51°00'43" W	56.00'
L13	N 74°05'09" W	56.00'
L14	N 48°29'18" W	21.21'
L15	N 86°30'42" E	90.96'
L16	N 03°26'42" E	75.77'
L17	N 15°40'59" W	39.94'
L18	N 31°02'13" W	12.55'
L19	N 03°34'50" W	9.88'
L20	N 59°35'00" E	27.08'



VICINITY MAP
Key Map® 1594P
Scale: NTS

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	355.00'	17.02'	17.02'	N 29°27'37" W	2°44'48"
C2	60.00'	73.68'	69.14'	N 09°48'26" W	70°21'47"
C3	325.00'	139.53'	138.46'	S 15°47'15" E	24°35'55"
C4	350.00'	281.37'	273.85'	S 19°32'31" W	46°03'38"
C5	330.00'	517.83'	466.31'	S 48°32'04" E	89°54'28"
C6	295.00'	126.65'	125.68'	S 15°47'15" E	24°35'55"
C7	355.00'	152.41'	151.24'	S 15°47'15" E	24°35'55"
C8	320.00'	205.08'	201.59'	S 14°52'18" W	36°43'11"
C9	380.00'	254.77'	250.02'	S 15°43'06" W	38°24'47"
C10	25.00'	38.38'	34.72'	S 77°13'00" W	87°58'15"
C11	25.00'	33.70'	31.20'	S 03°41'16" E	77°13'30"
C12	360.00'	217.97'	214.65'	N 76°08'35" W	34°41'25"
C13	300.00'	470.76'	423.92'	S 48°32'04" E	89°54'29"
C14	360.00'	243.28'	238.68'	S 22°56'26" E	38°43'11"
C15	25.00'	39.27'	35.36'	S 41°25'10" W	90°00'00"
C16	35.00'	33.32'	32.07'	N 66°18'42" W	54°32'15"
C17	60.00'	285.38'	82.97'	S 04°41'58" W	272°30'54"
C18	35.00'	23.20'	22.78'	N 67°25'50" E	37°58'39"
C19	25.00'	39.27'	35.36'	S 48°34'50" E	90°00'00"

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, DRAINAGE, & OPEN SPACE	0.7116 ACRE/30,999 SQ. FT.
B	LANDSCAPE & OPEN SPACE	0.2256 ACRE/9,828 SQ. FT.
		TOTAL ACREAGE = 0.9372 ACRE

CLOPTON FARMS SECTION 6

BEING A SUBDIVISION OF 19.8268 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

68 LOTS 4 BLOCKS 2 RESERVES (0.9372 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

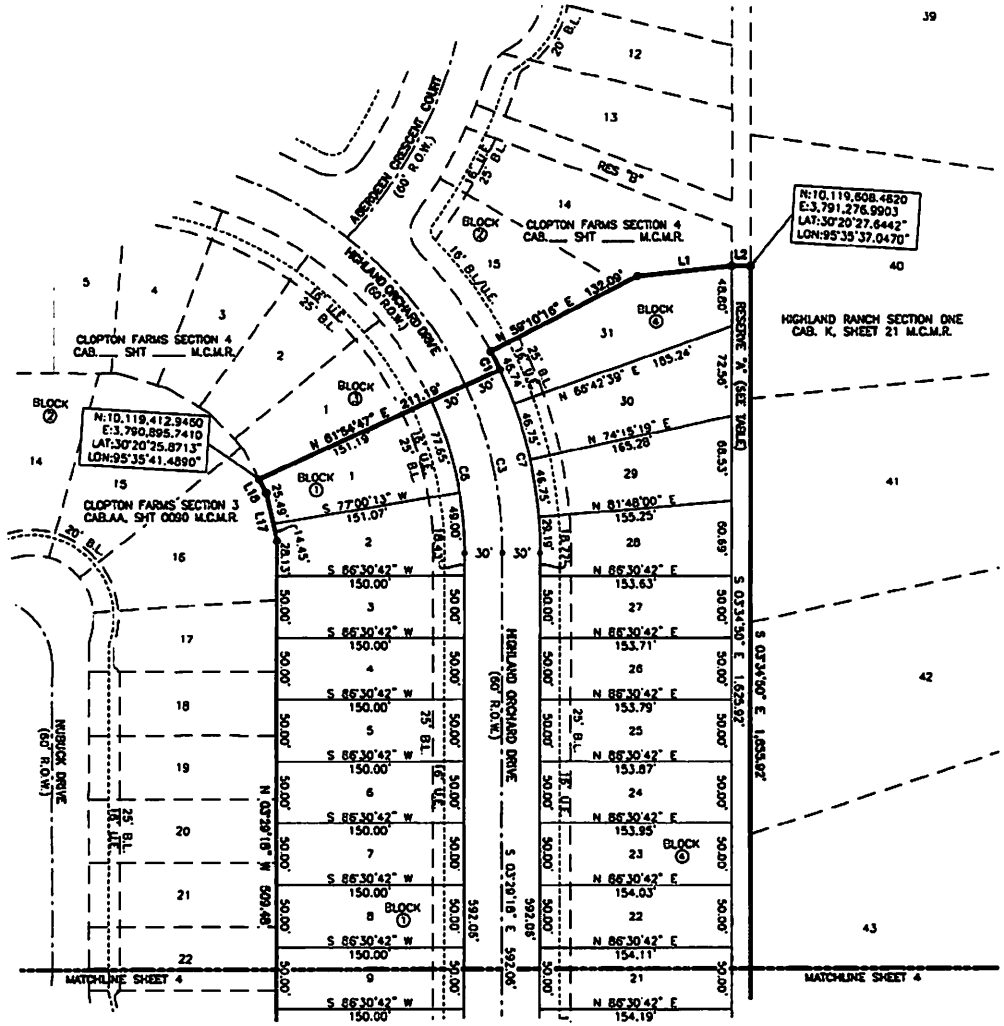
EHRA
ENGINEERING THE FUTURE SINCE 1936

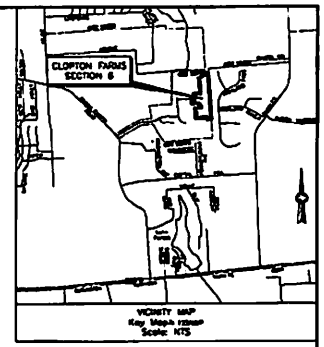
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

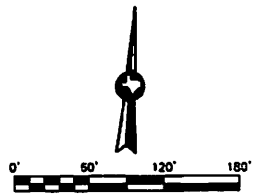
JOB NO. 211-522-06 PATH:R:\2021\211-522-06\DRAWING\PLAT\CLOPTON_FARMS_SEC_6_PPLAT BY:---- DATE:2024-04-11

E4495

E4495







CLOPTON FARMS SECTION 6

BEING A SUBDIVISION OF 19.8268 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

68 LOTS 4 BLOCKS 2 RESERVES (0.9372 ACRE)

OWNER

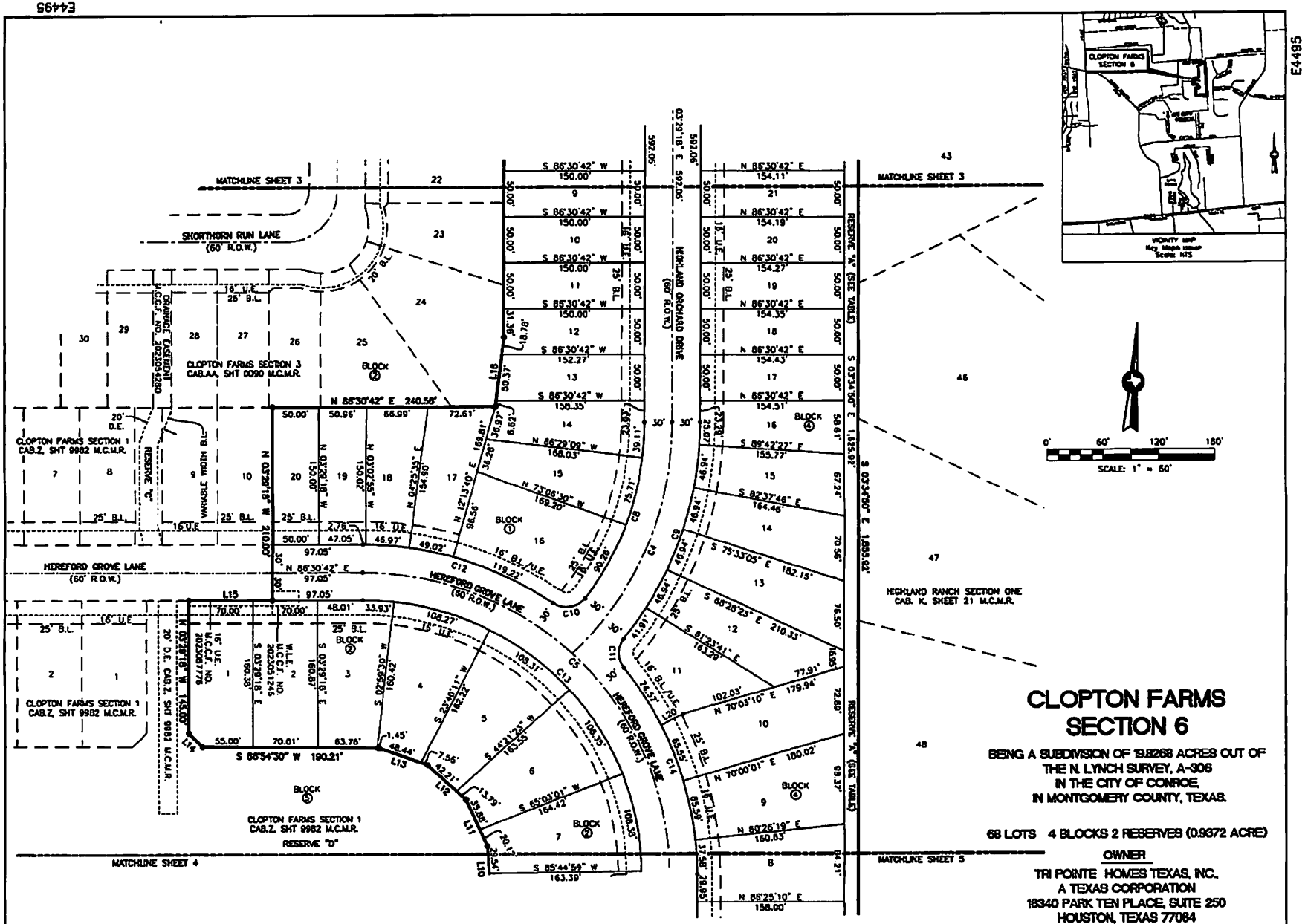
TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE
Since 1990
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

JOB NO. 211-522-06 PATH:R:\2021\211-522-06\DRAWING\PLAT\CLOPTON_FARMS_SEC_6_PPLAT BY:---- DATE:2024-04-11

E4495
E4495
E4495



CLOPTON FARMS SECTION 6

BEING A SUBDIVISION OF 19.8268 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

68 LOTS 4 BLOCKS 2 RESERVES (0.9372 ACRE)

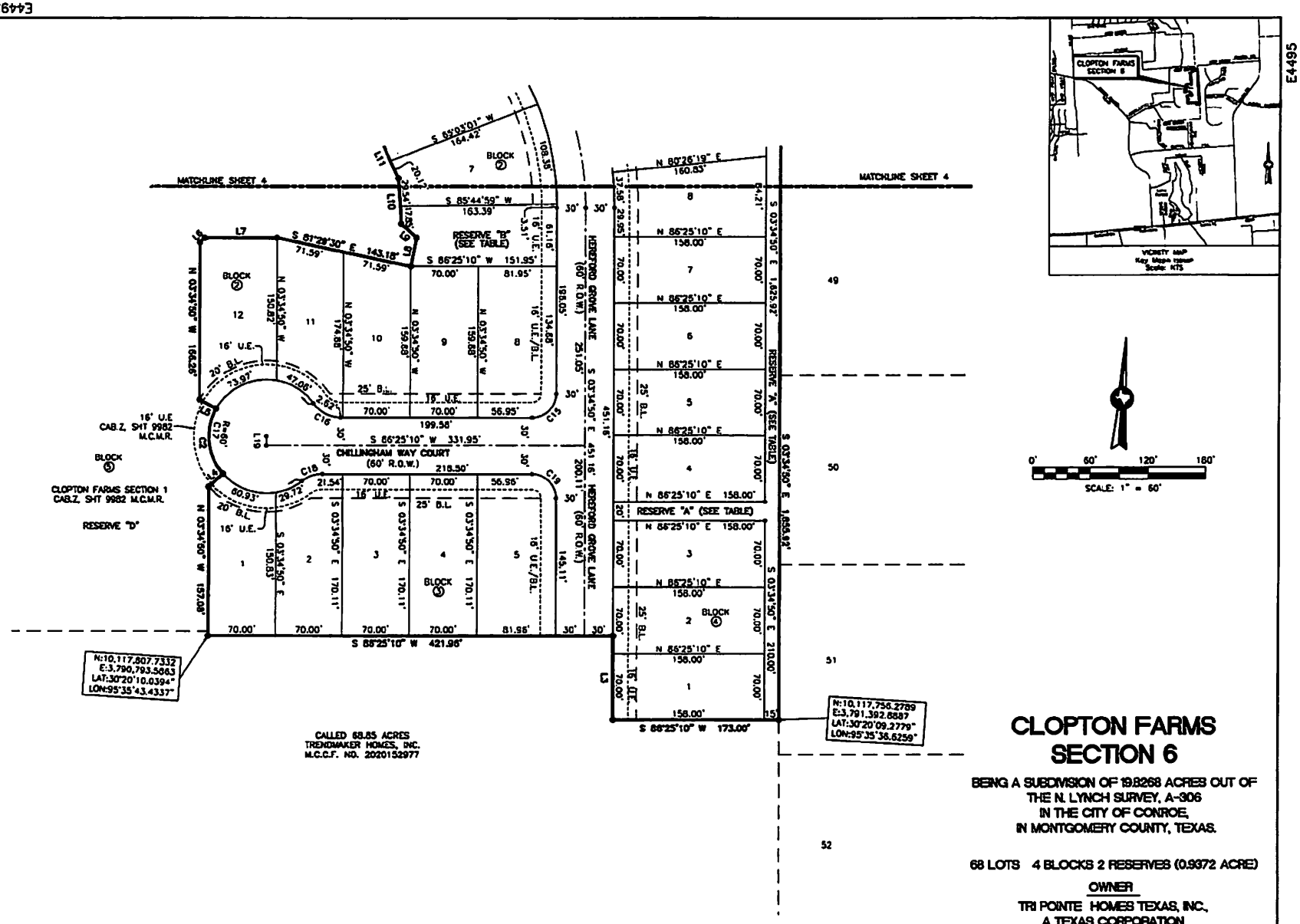
OWNER

TRI POINTE HOMES TEXAS, INC.
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

JOB NO. 211-522-06 PATH:R:\2021\211-522-06\DRAWING\PLAT\CLOPTON_FARMS_SEC_6_PPLAT DY:---- DATE:2024-04-11



CLOPTON FARMS SECTION 6

BEING A SUBDIVISION OF 19.8268 ACRES OUT OF
THE N. LYNCH SURVEY, A-306
IN THE CITY OF CONROE,
IN MONTGOMERY COUNTY, TEXAS.

68 LOTS 4 BLOCKS 2 RESERVES (0.9372 ACRE)

OWNER

TRI POINTE HOMES TEXAS, INC.,
A TEXAS CORPORATION
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TEXAS 77084

APRIL, 2024

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

SHEET 3 OF 5

JOB NO. 211-522-06 PATHR:\2021\211-522-06\DRAWING\PLAT\CLOPTON_FARMS_SEC_6_PPLAT DT:---- DATE:2024-04-11

EXHIBIT B

(Exemption Approval Letters for Clopton Farms Sections 1-3)

Engineering

CITY OF CONROE

Est. 1904

September 27, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Clopton Farms Section 1

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Clopton Farms Section 1 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

September 27, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Clopton Farms Section 2

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Clopton Farms Section 2 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

September 27, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Clopton Farms Section 3

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Clopton Farms Section 3 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

EXHIBIT C

(Exemption Request Letters for Clopton Farms Sections 4-6, submitted on November 20, 2024)

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 20, 2024

City of Conroe Engineering
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Clopton Farms Sections 4, 5 and 6
Bleyl Project No: 13393-13395

To whom it may concern,

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Clopton Farms Sections 4,5, and 6 developments. A summary supporting the moratorium exception request is attached and outlined below:

- Clopton Farms Sections 4, 5, and 6 have vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Clopton Farms Sections 4, 5, and 6 have previously received permits for construction work within the sections. Mass grading, detention and drainage improvements in Section 4, 5, and 6 were completed under the city approved permit DP-24-010283.
- Clopton Farms Sections 4, 5, and 6 are considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plats for Clopton Farms Section 4, 5, and 6 were approved by the City of Conroe on April 04, 2024, April 18, 2024, and May 02, 2024, respectively.
- On September 6, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Clopton Farms Development, encompassing Sections 1-6, which has been included with this letter for reference. Exception approval letters were provided for sections 1, 2, and 3.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Clopton Farms Sections 4, 5, and 6 developments. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong

Patrick Strong, PE
Bleyl Engineering

WILSON CRIBBS + GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 6, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman Mcguire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Clopton Farms, Sections 1-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner and Ms. Mikeska:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147.The six plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Clopton Farms project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. The Property is "approved for development," and is exempt from application of the Moratorium.

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). The meaning of "approved for development" is explained by the Texas Supreme Court in the *City of Lorena* case, which held property was exempt from a moratorium imposed by the City due to the City having already approved a subdivision plat.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under Subchapter E, Chapter 212, Tex. Loc. Gov't Code, the state moratorium statute. The Court stated clearly that the property approved for development through platting does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. I would appreciate your assistance in applying the Texas Supreme Court's precedent to this situation.

2. The Clopton Farms project is grandfathered against subsequent changes in the City's regulations, which exempts the Property from application of the Moratorium.

The ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project are the ordinances and regulations that apply for all subsequent permits required to complete the project. *See* Tex. Loc. Gov't Code § 245.002(b). All permits required for the continued development of the six Clopton Farms sections qualify as a "project" under the Chapter 245. The Municipal Services Agreement ("MSA") between the City and Tri Pointe dates back to 2021 and qualifies as a permit for vested rights due to it being an

agreement for the provision of water or wastewater as defined in Chapter 245.001(1), predating the adoption of the Moratorium by the City.

My understanding is that the City has taken the position that new building permits for individual lots within Clopton Farms are "new permits" under the meaning of the City's Moratorium ordinance, each of which requires an application for exemption. This position is legally at odds with the limitations on municipal authority established by Chapter 245. The City must process building permits for lots within Clopton Farms and approve utility connections for those lots in accordance with development regulations in place in 2021, before the adoption of the Moratorium.

Under the City's Moratorium ordinance, the City should consider the Property as both an "Ongoing Project" and a "Grandfathered Project," for the reasons explained in sections 1 and 2 above, respectively. Any compliance with exception procedures through the City is, again, done under protest, as Tri Pointe is exempt from the Moratorium for reasons stated above, without having to apply for an exception through the City.

As a practical matter, my understanding is that Tri Pointe intends to construct approximately 10 to 12 homes per month over the next 12-18 months, and therefore, my hope is that it will not be overly burdensome for the City to grant these utility connections consistent with its obligations under state law.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,



Omar Izfar

Engineering

CITY OF CONROE

Est. 1904

REQUEST FOR WATER & SEWER AVAILABILTY

Date: 11/20/2024 (PRINT LEGIBLY)

Requested By: Patrick Strong

Phone: (936)-441-7833

Email Address: pstrong@bleylengineering.com

PROPOSED PROJECT INFORMATION

Address or Tax Parcel ID Number of Property: 44805, 411767

Project Name: Clopton Farms Section 4

Provide a location map using the City of Conroe Map Books located on the city website: https://www.cityofconroe.org/departments/geographic-information-system-gis-/map-books

Anticipated Flow - This should be shown as in gpd of average daily demand. **Reference Page 2 of this request form for Service Unit Equivalent Table to calculate the gpd.**

Water: 20,700 GPD

Sewer: 12,650 GPD

Proposed Development Number: 42 Proposed Development Type: Single-Family Residential

13.543 Total Acreage 46 Number of Lots 2 # of Reserves

0 Number of Units 0 Building Sq. ft.

Complete this form and email request to: Engineering@cityofconroe.org

OR

Complete this form and deliver request to:
Engineering Department
700 Metcalf St
Conroe, TX 77301

NOTE: This request is not for fire sprinkler purposes.
Completion of all fields is required. Incomplete request forms will not be accepted. It may take up to 20 business days to review this request. This letter is only valid for six months

CITY OF CONROE
ENGINEERING

700 Metcalf St. CONROE, TEXAS 77301 936-522-3100

2nd Submittal

☐ INITIAL SUBMITAL ☒ FOLLOW-UP SUBMITTAL ☐ REVISIONS TO APPROVED PLANS

DATE OF SUBMITTAL: 8-27-24 PERMIT # DP-24-0102-83

NAME OF PROJECT: Clayton Farms Phase 2 - Clearing, Grubbing, Mass Grading and Detention

☒ RESIDENTIAL PLANS ☐ COMMERCIAL PLANS ☐ FLOODPLAIN PERMIT

☐ MS4 PERMIT ☐ BASIC SITEWORK PERMIT

OWNER'S NAME, EMAIL: Tri Pointe Homes Texas Inc

Daniel Gillham daniel.gillham@tripointehomes.com

REPRESENTATIVE'S NAME, EMAIL: Bleyl Engineering

Patrick Strong pstrong@bleylengineering.com

☐ REJECTED _____ (DATE) ☐ CONDITIONALLY APPROVED _____ (DATE)

☒ FINAL APPROVAL 9-23-24 (DATE)

If 'Rejected" or 'Conditionally Approved' is checked, please see comment section below.

COMMENTS: _____

Initials of Reviewer: _____ 9-23-24 (Date)

Date Notified for Pick Up:

Emailed Notice 09 24 24

Received By: _____ (Date)

3 ENG

Bldg (rec'd Plans)

EXHIBIT D

(Exemption Denial Letters for Clopton Farms Sections 4-6)

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 4 – DP-24-013752

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 4. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est. 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 4

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of North Lake Clopton Dr. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 5 – DP-24-015359

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 5. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 5

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of South Lake Clopton Dr. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 6 – DP-24-015361

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 6. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est. 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 6

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of Hereford Grove Ln. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

EXHIBIT E

(City of Conroe and MUD 147 Utility Functions Agreement)

UTILITY FUNCTIONS AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT made and entered into as of the date herein last specified, by and between the CITY OF CONROE, TEXAS (the "City"), a municipal corporation and home-rule city located in Montgomery County, Texas, and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147 (the "District"), created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the District was created within the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities and services (as more fully defined below, the "Facilities"), to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Local Government Code Section 552.014, as amended, the City and the District may enter into an agreement under the terms of which (i) the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to serve lands being developed within and near the boundaries of the District and, (ii) in order to enhance the economic feasibility of the District and more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City will provide water supply and wastewater treatment capacity to the District in consideration of the District's financing, acquisition, and construction of the Facilities; and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each;

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Administrator" shall mean the City Administrator of the City.

"Consent Resolution" shall mean Conroe City Council Ordinance No. 2490-19 dated October 8, 2019, consenting to the creation of the District and establishing terms and conditions applicable to the District's creation.

"Developer" shall mean Trendmaker Homes, Inc., or its replacement, successor or assignee.

"District" shall mean Montgomery County Municipal Utility District No. 147, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 88.093 acres of land situated wholly within the City, as described in Exhibit "A" attached hereto, and any land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the

Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Engineers" shall mean Bleyl Engineering, consulting engineers, or its replacement, successor or assignee.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Facilities" shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, and drainage systems and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible, as long as it meets City requirements.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply as needed and required by the District, and same shall be provided without capital charges of any kind. The District shall connect to the City's water supply system at the point(s) designated by City. The District may make one or more connections to such water mains; provided, however, that any connection to the water mains must be supervised by a City engineer.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service areas of the City of Conroe Treatment Plant. The City represents that it has sufficient capacity in the City of Conroe Treatment Plant to serve the development of the District as needed and required by the District. In the event that the City of Conroe Treatment Plant does not

have sufficient capacity to serve the development in the District as needed, the City agrees to make any necessary improvements to the City of Conroe Treatment Plant, at no cost to the District, in order to serve the development in the District.

2.04 Wastewater Connections. The District may construct multiple connections between the District's sanitary sewer collection system and the existing City trunk lines located adjacent to the property, the locations of which shall be mutually agreed upon by the District and the City Engineer (the "Wastewater Points of Discharge"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

(1) the City has inspected the connection and premises and has issued a building permit for that connection; and

(2) all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a plan, plat or replat filed with and finally approved by the City Planning Commission of the City of Conroe and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no plan, plat or replat is required by applicable State statutes, City ordinances or City Planning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City of Conroe Treatment Plant.

2.06. Offsite Line Extensions to Connect to City Utilities. Where offsite extensions are necessary to connect the District facilities to the City's water supply and wastewater collection facilities the Developer or the District shall be responsible for the construction of the connecting lines. Where oversizing of the connecting facilities is required the City shall be responsible for that portion of the cost attributable to oversizing.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are acquired and constructed, the District shall convey the same to the City, reserving, however, a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

3.02. Operation by the City. As construction of each phase of the Facilities is

completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels located within the District.

3.03. Rates and Meters. The City shall bill and collect from customers of the Facilities and shall from time to time fix such rates and charges for such customers of the Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Facilities will be equal and uniform to those charged other similar classifications of users in non- municipal utility district areas of the City. All revenues from the Facilities shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters with the individual customers.

3.04. Connection Charges. Subject to Sections 2.02 and 2.04 herein, the City may impose tap or connection fees for connection to the Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property Outside District Boundaries. The District shall not be authorized to exercise the power of eminent domain to acquire property that is located outside the boundaries of the District without the approval of the City.

ARTICLE IV
FINANCING OF FACILITIES

4.01 District Bonds. The District shall have the authority to issue, sell and deliver Bonds for the purposes and upon the terms and conditions as provided in the Consent Resolution and the District's authorizing legislation.

obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.03. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.04. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Administrator
City of Conroe
P.O. Box 3066
Conroe, Texas 77305-3066

If to the District, to:

Montgomery County Municipal Utility District No. 147
c/o Coats Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Mallory Craig

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.05. Assignability. This Agreement may be assigned by either party upon notice in writing to the other party; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement to the nonassigning party.

7.06. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.07. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.08. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.09. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

7.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

7.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.13. No Allocation Agreement. The Parties acknowledge and agree Texas Water Code Section 54.016(f) is not applicable to the District and that this Agreement is not and shall not be interpreted as an "allocation agreement" as such term is defined in Section 54.016(f). The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the

District.

7.14. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of forty (40) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, effective on December 10, 2020.

THE CITY OF CONROE, TEXAS

Mayor

ATTEST/SEAL:

~~City Secretary~~ Deputy City Secretary

APPROVED AS TO FORM:

City Attorney

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147

By: Rodger Sawyer
Name: Rodger Sawyer
Title: President, Board of Directors

Date: 12-17-2020

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 17th day of December, 2020, by Rodger Sawyer, President of the Board of Directors of the Montgomery County Municipal Utility District No. 147, on behalf of said entity.

LINDSAY SMITH
Notary Public, State of Texas
Comm. Expires 03-21-2022
Notary ID 125971270

Lindsay Smith
Notary Public, State of Texas
Printed Name: Lindsay Smith
My Commission Expires: 3/21/2022

(SEAL)

JEFFREY MOON & ASSOCIATES, INC
LAND SURVEYORS
[illegible]
P.O. Box [illegible]
Conroe, Texas 77305
(936) 756-5766 Fax (936) 756-5581

October 15, 2013

BEING 55.369 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355, THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS SAID 55.369 ACRES BEING OUT OF THE WESLIE R. MARKS 210.3078 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9223195, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 55.369 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS

BEGINNING at a ½" iron pipe found for the most Northerly corner of the said 210.3078 acre tract, in a South line of the Conroe Venture Ltd; 410.539 acre tract of land, (Conroe Tract 4) deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records;

THENCE S. 74° 17' 38" E., along the Northeast line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract, for a distance of 985.33 feet to a 5/8" iron rod found for the Northeast corner of the herein described tract, the Northwest corner of the Pierre G. Mulacek and wife Suzee 6.00 acre tract of land deed of which is recorded under County Clerk's File Number 9554950, Montgomery County Real Property Records, from whence a ½" iron rod found for the East corner of the 210.3078 acre tract bears S. 74° 17' 38" E., 333.73 feet;

THENCE S. 17° 24' 18" W., along the West line of the said 6.00 acre tract for a distance of 548.96 feet to a 5/8" iron rod found for corner,

THENCE S. 06° 15' 16" E., continuing along said West line, passing at 372.48 feet a 5/8" iron rod set for reference and continuing in all for a distance of 397.48 feet to the Lower Northeast corner of the herein described tract, in the centerline of a creek, same being the Westerly line of Willowridge Estates, Section 2, a Subdivision map of which is recorded in Cabinet D, Sheet 35B, Montgomery County Map Records, same being the Southeast line of the said 210.3078 acre tract;

THENCE in a Southerly direction with said centerline, the Westerly line of Willowridge Estates, Section 2, the Westerly line of Willowridge Estates, Sect on 3, (Cab. D, Sht. 36B, M.C.M.R.) as follows,

1. S. 87° 09' 06" W., 85.19 feet,
2. S. 44° 02' 00" W., 48.96 feet,
3. N. 58° 14' 36" W., 37.43 feet,
4. S. 79° 10' 59" W., 27.07 feet,
5. S. 27° 14' 07" W., 27.53 feet,
6. S. 75° 06' 44" W., 40.89 feet,
7. N. 49° 30' 04" W., 31.06 feet,

EXHIBIT A

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8. S. 07° 50' 39" E., 48.09 feet,
9. N. 85° 40' 09" W., 101.99 feet,
10. S. 19° 18' 28" E., 70.95 feet,
11. S. 77° 49' 55" W., 45.75 feet,
12. S. 35° 18' 07" W., 34.72 feet,
13. S. 15° 47' 47" W., 46.61 feet,
14. S. 47° 04' 22" W., 39.76 feet,
15. S. 09° 40' 20" W., 45.88 feet,
16. S. 49° 38' 16" W., 52.53 feet,
17. S. 76° 03' 48" W., 28.51 feet,
18. S. 51° 10' 04" W., 48.90 feet,
19. N. 89° 26' 07" W., 44.20 feet,
20. S. 31° 31' 38" W., 21.54 feet,
21. S. 19° 03' 26" W., 21.26 feet,
22. S. 59° 11' 37" W., 40.65 feet,
23. S. 74° 10' 41" W., 59.64 feet,
24. S. 77° 24' 10" W., 33.56 feet,
25. S. 48° 38' 25" W., 43.57 feet,
26. S. 15° 44' 03" W., 101.76 feet,
27. S. 33° 43' 48" E., 24.11 feet,
28. S. 71° 07' 40" W., 47.25 feet,
29. S. 08° 48' 43" E., 50.87 feet,
30. S. 60° 01' 49" W., 46.58 feet,
31. S. 10° 23' 18" W., 60.72 feet,
32. S. 38° 01' 09" W., 26.25 feet,
33. S. 04° 55' 35" E., 18.79 feet,
34. S. 20° 16' 28" W., 46.42 feet,
35. S. 45° 15' 26" W., 114.00 feet,
36. S. 88° 37' 11" W., 24.76 feet,
37. S. 24° 58' 26" W., 49.04 feet,
38. S. 27° 36' 23" W., 23.09 feet,
39. S. 50° 25' 58" W., 77.59 feet,
40. S. 01° 31' 17" E., 158.07 feet to the Southeast corner of the 210.3078 acre tract, the Southeast corner of the herein described tract;

THENCE S. 75° 38' 38" W., along the South line of the 210.3078 acre tract passing at 3.81 feet a 5/8" iron rod found for reference and continuing in all for a distance of 94.94 feet to a 5/8" iron rod found with a plastic cap stamped COC for the Southeast corner of the City of Conroe 1.461 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000763, Montgomery County Real Property Records;

THENCE N. 45° 28' 08" W., along the East line of the said 1.461 acre tract for a distance of 46.96 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the above mentioned East line along said curve to the right having a radius of 87.59 feet, a central angle of 51° 05' 30", for an arc length of 78.11 feet, chord bears N. 03° 53' 14" W., 75.54 feet to a 5/8" iron rod set for the end of curve;

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THENCE N. 22° 49' 05" E., continuing along said East line for a distance of 301.34 feet to a 5/8" iron rod set for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said East line, along said curve to the left having a radius of 420.00 feet, a central angle of 66° 27' 59", for an arc length of 487.22 feet, chord bears N. 10° 23' 13" W., 460.36 feet to a 5/8" iron rod set for the end of curve;

THENCE N. 43° 35' 28" W., continuing along the said East line for a distance of 443.44 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the said East line along said curve to the right having a radius of 430.00 feet, a central angle of 24° 32' 07", for an arc length of 184.14 feet, chord bears N. 31° 27' 19" W., 182.73 feet to a 5/8" iron rod found with a plastic cap stamped COC for the end of curve;

THENCE N. 19° 07' 00" W., continuing along said East line passing at 61.03 feet a 5/8" iron rod found with a plastic cap stamped COC for the Northeast corner of the said 1.461 acre tract, the East corner of the City of Conroe 1.820 acre tract deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records and continuing in all along the Easterly line of the 1.820 acre tract for a distance of 849.88 feet to a 5/8" iron rod set for its' North corner, the Northwesterly corner of the herein described tract, in the North line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract;

THENCE N. 75° 03' 44" E., along the above mentioned lines for a distance of 1,076.06 feet to the POINT OF BEGINNING and containing in all 55.369 acres of land.

This description is based upon a Land Title Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated October 15, 2013. Bearings are based upon the deed call Northeast line of the 210.3078 acre tract;

Jeffrey Moon
Registered Professional
Land Surveyor No. 4839

55.369acre

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JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
TBPLS Firm No 10112200
P.O. Box 2201, Conroe, Texas
(936) 756-6705
Fax (936) 756-2201

September 23, 2019

BEING 32.724 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355 AND THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS, SAID 32.724 ACRES BEING OUT OF THE RODRIGUEZ FAMILY TRUST 210.3078 ACRE TRACT OF LAND, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2013-098325, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 32.724 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped "COC" for the Northeast corner of the herein described tract of land, the West corner of the City of Conroe 1.820 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records, in the South line of Conroe Venture LTD 410.539 acre tract of land deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records ;

THENCE S. 19° 07' 00" E., along the Southwest line of said 1.820 acre tract of land for a distance of 796.87 feet to a 5/8" iron rod found at the South corner of said 1.820 acre tract of land, in the North line of La Salle Crossing, (60 foot Right of Way per Cabinet "C", Sheet 1, M.C.M.R.) for the Southeast corner of the herein described tract of land;

THENCE S. 71° 07' 56" W., along the North line of the above mentioned La Salle Crossing for a distance of 25.10 feet to a 5/8" iron rod found at the beginning of a curve to the right;

THENCE in a Southwesterly direction continuing along said North line and along said curve to the right having a radius of 270.00 feet, a central angle of 14° 28' 21", for an arc length of 68.20 feet, chord bears S. 78° 00' 30" W., 68.02 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve;

THENCE S. 85 32' 49" W., continuing along said North line for a distance of 49.93 feet to a 5/8" iron rod found at the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with said North line, along said curve to the left having a radius of 330.00 feet, a central angle of 18° 20' 28" for an arc length of 105.64 feet, chord bears S. 76° 09' 01" W., 105.19 feet to a 5/8" iron rod found at the end of curve;

THENCE S. 67° 01' 40" W., continuing along said North line of La Salle Crossing for a distance of 113.00 feet to a fence post at the Southeast corner of the Montgomery County M.U.D. Number 42 0.144 acre tract of land, deed of which is recorded under County Clerk's File Number 9034501, Montgomery County Real Property Records;

THENCE N. 22° 58' 20" W., leaving said North line of La Salle Crossing and along the East line of the above mentioned 0.144 acre tract of land for a distance of 85.00 feet to a fence post at its' Northeast corner;

THENCE S. 67° 01' 40" W., along the North line of said 0.144 acre tract of land for a distance of 74.00 feet to a fence post at its' Northwest corner;

THENCE S. 22° 58' 20" E., along the West line of said 0.144 acre tract of land for a distance of 85.00 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at its' Southwest corner on the above mentioned North line of La Salle Crossing;

THENCE S. 67° 01' 40" W., along the North line of La Salle Crossing for a distance of 1,124.05 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing along said North line, along said curve to the right having a radius of 340.00 feet, a central angle of 46° 19' 02", an arc length of 274.56 feet, chord bears N. 89° 48' 50" W., 267.43 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve being the Southwest corner of the herein described tract;

THENCE departing the North line of LaSalle Crossing and across the said 210.3078 acre tract the following seven (7) calls:

1. N. 06° 42' 30" E., 85.54 feet to a set 5/8" iron rod;
2. N 13° 47' 09" E., 153.50 feet to a set 5/8" iron rod;
3. N. 06° 51' 56" W., 284.23 feet to a set 5/8" iron rod;
4. N. 06° 36' 44" W., 168.18 feet to a set 5/8" iron rod;
5. N. 02° 50' 18" W., 68.67 feet to a set 5/8" iron rod;
6. N. 01° 17' 13" W., 101.94 feet to a set 5/8" iron rod;
7. N. 23° 51' 40" E., 86.14 feet to a set 5/8" iron rod in the North line of said Rodriguez Family Trust 210.3078 acre tract, the South line of Conroe Venture LTD 410.539 acre tract, being the Northwest corner of the herein described tract

THENCE N. 75° 03' 44" E., along said North line for a distance of 1483.48 feet to the POINT OF BEGINNING and containing in all 32.724 acres of land.

Bearings are based upon the deed call Northeast line of the 210.3078 acre tract.

Jeffrey Moon
Registered Professional
Land Surveyor No. 4889



32.758Ac

EXHIBIT F

(City of Conroe and Tri Pointe Municipal Services Agreement)

13

ORIGINAL

DOC #202115303

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF CONROE, TEXAS

AND TRI POINTE HOMES TEXAS, INC.

This Municipal Services Agreement ("Agreement") is entered into on this 28th day of October, 2021 by and between the City of Conroe, Texas, a home-rule municipality of the State of Texas, ("City") and TRI POINTE HOMES TEXAS, INC., a Texas corporation ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if eachowner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Montgomery County, Texas, which consists of approximately 125.45 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written petition with the City requesting full-purpose annexation of the Property.

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the execution of this Agreement is subject to approval by the Conroe City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property described and set forth in Exhibit A attached.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire – The Conroe Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The Fire Department currently operates seven fire stations that are located on North Loop 336 East, East Foster Drive, Sgt. Ed Holcomb Blvd., Carter Moore Drive (N FM 3083 West), Walter Woodson Drive, Longmire Road, and Lake Conroe along SH 105 West. Each station responds to service calls within a primary zone but may be called upon to provide support within other areas of the City as necessary. The annexed area will initially be incorporated in the zones served by **Fire Station No. 6** on SH 105 West. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations. Based on staffing, training, equipment, and cooperative agreements, should they be necessary, the City will provide quality fire service. Montgomery County Emergency Services District **No. 3 (ESD #3)** currently provides fire protection services to the area. After the area is annexed to Conroe, the City will require the ESD to remove the area from the territory of **ESD #3** immediately.

ii. Police – The City's Police Department will provide protection and law enforcement services. Law enforcement services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. No new patrol officers or patrol units are necessary as a result of this annexation and it is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the Conroe Police Headquarters located at 2300 Plantation Drive.

iii. Emergency Medical Services – The Montgomery County Hospital District currently provides EMS services throughout the County and will continue to provide those services for this area after annexation. Fire fighters may be dispatched to the scene of accidents or other medical emergencies to assist Hospital District EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

iv. Community Development and Code Enforcement – The City's Community Development and Code Enforcement Department will provide planning for future land use, and education, enforcements, and abatement relating to code violations within the Property.

v. Publicly Owned Parks, Facilities, and Buildings – Residents of the Property will be permitted to utilize all existing publicly- owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefore.

In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

vi. Water and Wastewater – The Property is currently undeveloped but is located in the service territory of MSEC Enterprises, Inc., a retail public utility that holds a certificate of convenience and necessity (the "MSEC CCN") granting the utility the exclusive right to provide water and sewer utility services within the Property. Owner is seeking to remove the Property from the MSEC CCN and has requested annexation into Montgomery County Municipal Utility District No. 147 ("MUD 147" or "the District").

MUD 147 is located wholly within the boundaries of the City of Conroe and water supply and sewer treatment capacity are provided by City to the District under a Utility Functions Agreement dated December 10, 2020. In addition, in accordance with the Utility Functions Agreement the City will own and operate the District financed and constructed water and sewer utility improvements and will serve the residents and businesses in the District as customers of the City of Conroe utility system. Utility customers within the District will be billed for utility services on the same basis as customers of the same class served by the City in other parts of the community.

The City has previously given its conditional consent for annexation of the Property into the District subject to the prior annexation of the Property into the corporate limits of City. Upon annexation of the Property into the corporate limits of the City the Owner intends to take such actions as are necessary to complete the removal of the Property from the MSEC CCN and to complete the annexation of the Property into MUD 147. Upon removal of the Property from the MSEC CCN and annexation into MUD 147, the Property will be developed and served with water and sewer utility services by the City pursuant to the terms of the MUD 147 Utility Functions Agreement.

In the event the Property is annexed into the City but not removed from the MSEC CCN the City will be unable to provide water and sewer utility services to the Property but the City will require all public water supply and wastewater disposal facilities to be designed and constructed in accordance with the City's subdivision infrastructure standards.

In the event the Property is removed from the MSEC CCN and annexed into the City but not annexed into MUD 147, the Owner or some other developer will be responsible

for designing, financing and constructing all required water and sewer infrastructure in accordance with the City's building code and subdivision ordinances and any other applicable development regulations. Upon completion and dedication of such facilities to the public in accordance with the applicable requirements the City will accept the facilities, maintain them and provide public water supply and wastewater disposal services to the Property on the same basis that such services are provided in other areas of the City served by its municipal water and sewer utility.

The City and Owner agree that installation of water and sanitary sewer facilities shall be installed along the Collector Street (as defined below) to the point indicated on the map attached hereto as Exhibit "B". Landowner(s) adjacent to the proposed Collector Street from Fish Creek to Rabon Chapel shall be required to extend water and sanitary sewer facilities if the adjacent land is annexed into the City and developed.

vii. Streets, Roads and Street Lighting - The City is not responsible for the maintenance of private streets or roads in the annexed area. The City will assume the responsibility for maintenance of public streets and roads previously accepted for maintenance by official action of the Commissioners Court of Montgomery County. Any such streets or roads formerly maintained by Montgomery County that become subject to City annexation will be maintained in a condition which is at least equal to the County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard. It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The City will accept the dedication of public streets constructed in accordance with applicable development regulations of the City and will thereafter be responsible for their maintenance pursuant to a Utility Functions Agreement between the City and the District.

The City and Owner have agreed that a 60-foot right-of-way shall be dedicated between Fish Creek and Rabon Chapel Road (the "60' ROW"). The Owner shall construct a 39-foot collector street (the "Collector Street") within such 60' ROW. Upon development of land adjacent to the 60' ROW, the City shall cause the owner(s) of such adjacent land(s) to dedicate 5-feet of right-of-way adjacent to the 60' ROW to provide a total right-of-way of 70-feet in compliance with the City's current ordinances for collector streets. This 5-feet ROW dedication shall only be required if the adjoining land adjacent to the Collector Street is annexed into the City.

In accordance with the City's Ordinance 1800-07, Sec. 94-298 (c), the City and Owner further agree that the 5' sidewalk installed by the Owner along the Collector Street shall terminated at Rabon Chapel Road. The City shall cause the landowner(s) adjacent to the 60' ROW to construct the remainder of the sidewalk on the opposite side of the Collector Street in compliance with the City's ordinances if the adjoining land adjacent to the Collector Street is annexed into the City and developed.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

The City provides fee-based household garbage collection services to single family residences. The City does not collect garbage from most commercial establishments. Commercial garbage collection and disposal is available from any solid waste collection business within the City that is currently authorized to do so through a franchise agreement. Apartments and other multifamily buildings are considered commercial and must obtain collection services from one of these authorized companies. The City may, at its discretion, agree to provide service to small commercial establishments and small multifamily buildings that generate waste collection demands similar to a single- family residence. The City currently provides residential garbage collection and recycling for single-family residences at the street curb using a contract service provider. The current contract provider employs an automated collection system that requires use of a specific collection container. In accordance with the currently established policy, each household will be provided a collection container for waste disposal and recycling. Additional waste disposal containers may be obtained for a fee; however, up to three additional recycling containers may be obtained at no charge. Various waste management service providers may currently provide collection services within the annexed area on a contract basis with individual property owners. Upon the second anniversary of the effective date of annexation, providers shall be prohibited from the further provision within the proposed annexation's residential areas. Pending the expiration of such two-year period, the City shall not apply any fee for solid waste management services or be required to provide solid waste collection services within the proposed annexation's residential areas. The City may commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

ix. Platting, Engineering, and Building – The City's Platting, Engineering, and Building Departments will provide land development, platting, drainage, detention and building review and inspection services in accordance with all applicable laws, rules, and regulations.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Administrator. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Ordinance is within the sole jurisdiction of the City.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation

relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF CONROE

By: _____
Mayor

TRI POINTE HOMES TEXAS, INC.

By: _____
Name: Callins Pier
Title: Vice President

Approved as to Form:

City Attorney

Attest:

City Secretary

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the 5th day of November, 2021, by Jody Czajkoski, Mayor of the City of Conroe, a Texas municipal corporation, on behalf of said city.

SAMANTHA H. QUINLAN
Notary Public, State of Texas
Comm. Expires 10-05-2025
Notary ID 12399409-0

Samantha H. Quinlan
Notary Public, State of Texas

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the 17 day of September, 2021 by Collins Pier, the Vice President of TRI POINTE HOMES TEXAS, INC.

LINDSEY KUCERA
Notary ID #129614853
My Commission Expires
October 9, 2022

Lindsey Kucera
Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Conroe
300 West Davis
Conroe, Texas 77301

EXHIBIT "A"

TRACT I:

BEING a 123 40 acre tract of land in the N Lynch Survey, Abstract 306, being out of Tract 2 as recorded under Montgomery County Clerk's File No. 2011-029758, also being all of Tract 3 as recorded under Montgomery County Clerk's File No. 2011-029756, said 123 40 acre tract being more particularly described as follows:

BEGINNING at axle found for the northwesterly corner of Lot 39, Block 1 of Highland Ranch as recorded in Cabinet K, Sheet 21, also along the southerly line of a called 10.000 acre tract as recorded under Montgomery County Clerk's File No 2003-152144, also being the northeasterly corner of the herein described tract;

THENCE S 03 deg. 34' 50" E, along the westerly line of said Highland Ranch Section 1, a distance of 2836.06 feet to a 5/8" iron rod found along the westerly line of Lot 55, Block 1, of said Highland Ranch Section 1, also being the northeasterly corner of Lot 46, Capitol Hill Estates Section 2 as recorded in Cabinet D, Sheet 109B, and being the southeasterly corner of the herein described tract;

THENCE S 85 deg. 59' 50" W, along the northerly line of said Capitol Hill Estates Section 2, a distance of 1171.51 feet to a 5/8" iron rod found for the northerly point of Lot 49 of said Capitol Hill Estates Section 2, and being an angle point of the herein described tract;

THENCE S 85 deg. 54' 29" W, along the northerly line of said Capitol Estates Section 2, a distance of 793.57 feet to the centerline of Fish Creek, also being the northwesterly corner of Lot 52 of said Capitol Hill Estates Section 2, also being the northeasterly corner of Lot 9, Block 2 of Capitol Hill Estates Section 3 as record in Cabinet E, Sheet 29B, and being the southwesterly corner of the herein described tract;

THENCE along the centerline of Fish Creek the following bearings and distances:
THENCE N 26°34'43" W, A DISTANCE OF 190.30';
THENCE N 30°18'12" W, A DISTANCE OF 413.98';
THENCE N 36°59'26" W, A DISTANCE OF 272.80';
THENCE N 11°29'21" W, A DISTANCE OF 318.50';
THENCE N 04°43'08" E, A DISTANCE OF 115.25';
THENCE N 19°24'29" W, A DISTANCE OF 115.73';

THENCE N 26°19'04" W, A DISTANCE OF 180.57' to a point along the centerline of Fish Creek, also being along the southerly line of a called 39.756 acre tract as recorded under Montgomery County Clerk's File No. 9563245, and being the most westerly northwest corner of herein described tract;

THENCE N 85 deg. 44' 13" E, along the southerly line of said 39.756 acre tract, a distance of 1024.65 feet to a fence corner for the southeasterly corner of said 39.756 acre tract, and being an angle point of the herein described tract;

THENCE N 03 deg. 27' 49" W, along the easterly line of said 39.756 acre tract, a distance of 1316.42 feet to a fence corner for the northeasterly corner of said 39.756 acre tract, also being along the southerly line of Apache Drive, and the most northerly northwest corner of the herein described tract;

THENCE N 77 deg. 00' 54" E, along the southerly line of Apache Drive, a distance of 99.27 feet to a 60D nail along the southerly line of Apache Drive, and being a northerly point of the herein described tract;

THENCE N 84 deg. 38' 17" E, along the southerly line of the said Crestwood Farms, a distance of 595.91 feet a point for corner, from which a 1/2" iron rod found 1.3 feet north, for the southeasterly corner of Lot 22 of Crestwood Farms as recorded in Volume 5, Page 353, and being and angle point of the herein described tract;

THENCE N 85 deg. 57' 55" E, along the southerly line of the said Lot 22, a distance of 636.55 feet to a concrete monument for the southeasterly corner of said Lot 22, also being the southwesterly corner of said 10.000 acre tract, and being an angle point of the herein described tract;

THENCE along the southerly line of said 10.000 acre tract, N 85 deg. 07' 40" E, a distance of 146.95 feet to back the POINT OF BEGINNING, and containing 123.40 acres of land, more or less;

SAVE AND EXCEPT THAT CERTAIN 68.85 ACRES DESCRIBED AS FOLLOWS:

BEING a 68.85 acre tract of land in the N Lynch Survey, Abstract 306, being the same called Tract 3 (68.8153 acre) as recorded under Montgomery County Clerk's File No. 2011-029756, said 68.85 acre tract being more particularly described as follows;

BEGINNING at axle found for the northwesterly corner of Lot 39, Block 1 of Highland Ranch as recorded in Cabinet K, Sheet 21, also along the southerly line of a called 10.000 acre tract as recorded under Montgomery County Clerk's File No. 2003-152144, also being the northeasterly corner of the herein described tract;

THENCE S 03 deg. 34' 50" E, along the westerly line of said Highland Ranch Section 1, a distance of 2836.06 feet to a 5/8" iron rod found along the westerly line of Lot 55, Block 1, of said Highland Ranch Section 1, also being the northeasterly corner of Lot 46, Capitol Hill Estates Section 2 as recorded in Cabinet D, Sheet 109B, and being the southeasterly corner of the herein described tract;

THENCE S 85 deg. 59' 50" W, along the northerly line of said Capitol Hill Estates Section 2, a distance of 1171.51 feet to a 5/8" iron rod found for the southwesterly corner of the said 68.85 acre tract, and being the southwesterly corner of the herein described tract;

THENCE along the westerly line of Tract 3 the following bearings and distances;
THENCE N 10°47'31" E, A DISTANCE OF 954.07' to a 5/8" capped iron rod;
THENCE N 06°50'18" E, A DISTANCE OF 219.76',
THENCE N 30°55'16" E, A DISTANCE OF 136.62'.to a 5/8" capped iron rod
THENCE N 55°54'31" W, A DISTANCE OF 382.16'; to a 5/8" capped iron rod

THENCE N 03 deg. 27' 13" E, along the westerly line of said Tract 3, a distance of 1339.44 feet to 5/8" iron rod set in the southerly line of Apache Drive, and being the northwesterly corner of the herein described tract;

THENCE N 84 deg. 38' 17" E, along the southerly line of the said Crestwood Farms, a distance of 333.74 feet a point for corner, from which a 1/2" iron rod found 1.3 feet north, for the southeasterly corner of Lot 22 of Crestwood Farms as recorded in Volume 5, Page 353, and being and angle point of the herein described tract;

THENCE N 85 deg. 57' 55" E, along the southerly line of the said Lot 22, a distance of 636.55 feet to a concrete monument for the southeasterly corner of said Lot 22, also being the southwesterly corner of said 10.000 acre tract, and being an angle point of the herein described tract;

THENCE along the southerly line of said 10.000 acre tract, N 85 deg. 07' 40" E, a distance of 146.95 feet to back the **POINT OF BEGINNING**, and containing 68.85 acres of land, more or less.

TRACT II:

NANCY LYNCH SURVEY ABSTRACT 306
R. HAMLETT SURVEY ABSTRACT 281
60' Fee Strip

BEING a 2.05 acre tract of land in the N Lynch Survey, Abstract 306, also being in the R. Hamlett Survey, Abstract 281, being out of Tract 2 as recorded under Montgomery County Clerk's File No. 2011-029758, said 2.05 acre tract being more particularly described as follows;

BEGINNING at a 5/8" iron rod found for the northwesterly corner of a called 12.5001 acre tract as recorded under Montgomery County Clerk's File No. 2011-029757, also being along the northeasterly line of Rabon Chapel Road, and being the southerly corner of the herein described tract.

THENCE along a curve to the left, having a radius of 977.12 feet, a chord that's bears N 29 deg. 57' 47" W, along the northeasterly line of Rabon Chapel Road, a chord distance of 59.97 feet to a 5/8" iron rod found along the northeasterly line of Rabon Chapel Road, and being the easterly corner of the herein described tract;

THENCE N 58 deg. 17' 51" E, along the southerly of Tract 1 as recorded under Montgomery County Clerk's File No. 2011-029756, a distance of 521.09 feet to a 5/8" iron rod found along the southerly line of said Tract 1, and being an angle point of the herein described tract;

THENCE N 61 deg. 12' 33" E, along the southerly line of said Tract 1, a distance of 543.81 feet to a 5/8" iron rod found for an easterly corner of said Tract 1, also being a southwesterly corner of said Tract 2, and being an angle point of the herein described tract;

THENCE N 86 deg. 15' 07" E, across said Tract 2, a distance of 418.95 feet to the centerline of Fish Creek, and being the northeasterly corner of the herein described tract;

THENCE S 11 deg. 29' 21" E, along the centerline of Fish Creek, a distance of 11.29 feet to a point for corner along the centerline of Fish Creek, and being an angle point of the herein described tract;

THENCE S 36 deg. 59' 26" E, along the centerline of Fish Creek, a distance of 58.57 feet to a point for corner along the centerline of Fish Creek, and being the easterly corner of the herein described tract.

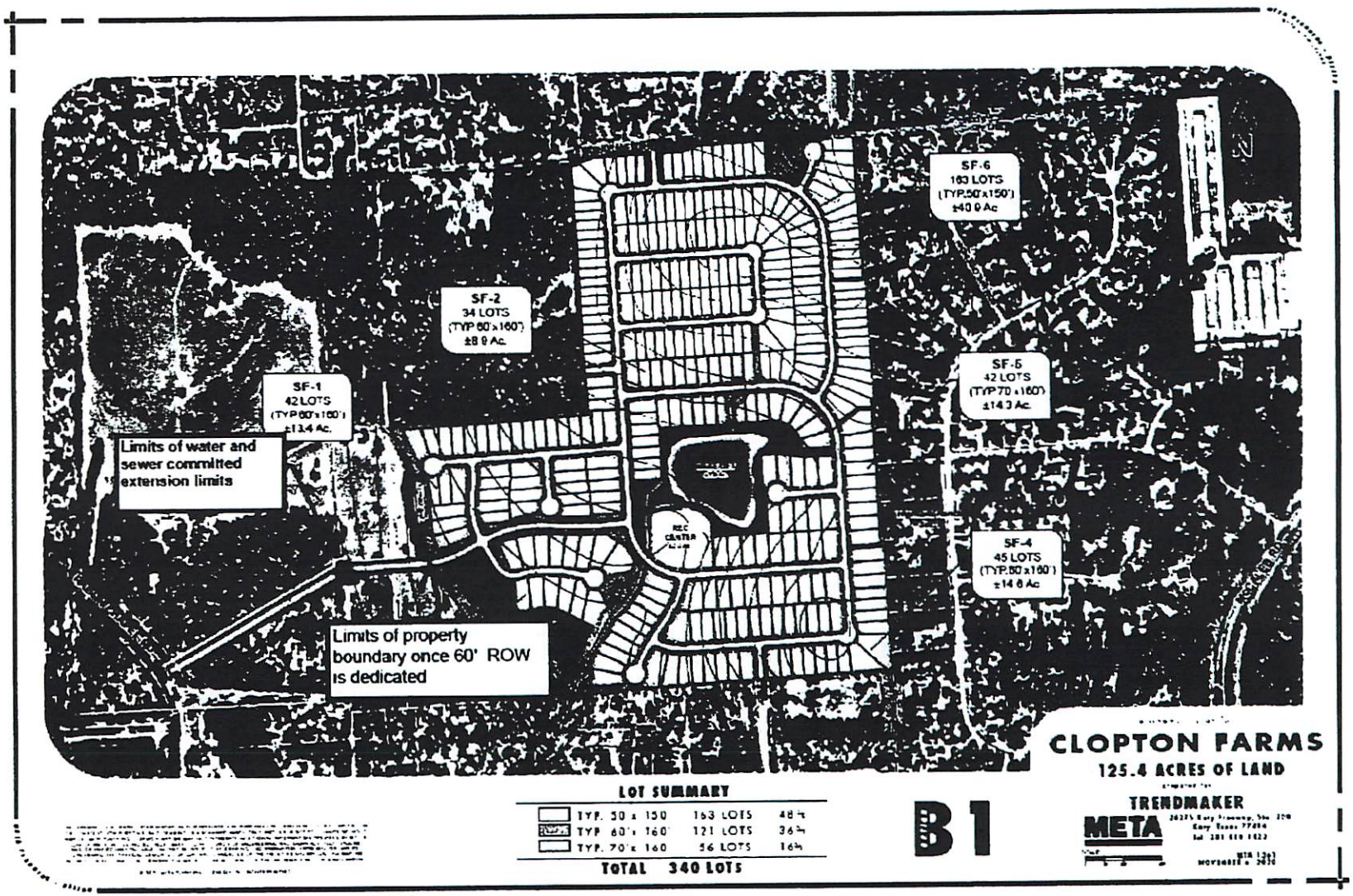
THENCE S 86 deg. 15' 07" W, across said Tract 2, a distance of 166.35 feet a 5/8" iron rod found along the westerly line of said Tract 2, also being the northeasterly corner of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE S 86 deg. 15' 07" W, along the northerly line of the said 12.5001 acre tract, a distance of 272.69 feet to a 5/8" iron rod found for the northerly corner of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE S 61 deg. 11' 02" W, along the northerly line of the said 12.5001 acre tract, a distance of 529.59 feet to a 5/8" iron rod found for a northerly point of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE along the northerly line of said 12.5001 acre tract, S 58 deg. 21' 14" W, a distance of 520.84 feet to back the **POINT OF BEGINNING**, and containing 2.05 acres of land, more or less.

EXHIBIT "B"


SF-6
183 LOTS
(TYP.50'x150')
±40.0 Ac.
SF-2
34 LOTS
(TYP.60'x160')
±8.9 Ac.
SF-1
42 LOTS
(TYP.60'x160')
±13.4 Ac.
SF-5
42 LOTS
(TYP.70'x160')
±14.3 Ac.
Limits of water and sewer committed extension limits
SF-4
45 LOTS
(TYP.60'x160')
±14.6 Ac.
Limits of property boundary once 60' ROW is dedicated
CLOPTON FARMS
125.4 ACRES OF LAND
LOT SUMMARY
TYP. 50 x 150 183 LOTS 48%
TYP. 60' x 160' 121 LOTS 36%
TYP. 70' x 160 56 LOTS 16%
TOTAL 340 LOTS
B1
TRENDMAKER
META

Agenda Submittal Form

☐ Workshop ☒ Regular Council

Meeting Date: October 28, 2021
Department: Community Development
Contact: Nancy S. Mikeska

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Exec. Session ☐ Other

Description

Approve the Municipal Service Agreement for Annexation Parcel **2021-01**, which includes the area known as Clopton Farms, a part of Municipal Utility District #147.

Summary

Approve the Municipal Service Agreement for Annexation Parcel **2021-01**, which includes the area known as Clopton Farms, a part of Municipal Utility District #147.

Recommendation

Staff recommends approval of the Ordinance.

Fiscal Impact ☐ Yes ☒ No

Expenditure Amount: $ | Revenue Amount: $

Account Number:

Is a Budget Amendment Required? ☐ Yes ☐ No *(If yes, please see attached **Agenda Item Budget Amendment Form**,*

Financial Review Complete: _____

Attachments

Agreement, Metes & Bounds, Map

Submitted By: Nancy S. Mikeska, Director

Admin: Paul Virgadamo, Jr., City Administrator

Doc #: 2021159303
Pages 14

FILED FOR RECORD
11/16/2021 03:19PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

11/16/2021

County Clerk
Montgomery County, Texas

EXHIBIT G

(Meeting Minutes for April 8, 2025 Meeting between City of Conroe and Bleyl Engineering)

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

MEETING MINUTES

Date: 4/8/2025
Time: 11:00 am

Owner: Tri Pointe Homes Texas, Inc.
Project(s): Clopton Farms Sections 4, 5, and 6, and Westridge Cove Section 4
Location: City of Conroe Engineering Building – 700 Metcalf

Attendees

Tara Gaha (City of Conroe)
Brandy Taylor (City of Conroe)
Matthew Williams (City of Conroe)
Anne Tran (City of Conroe)
Steffanie DeLoss (Bleyl Engineering)
Luis Valbuena (Bleyl Engineering)
Patrick Strong (Bleyl Engineering)
Daniel Gillham (Tri Pointe Homes)

Purpose: Utility capacity discussion for Clopton Farms Sections 4, 5, and 6, and Westridge Cove Section 4.

Notes/Background:

1) This meeting resulted from discussing Tri Pointe Homes' ("TPH") projects with Councilmember Howard Wood and Norman McGuire following the March 27, 2025, City Council Meeting. In discussion, Mr. McGuire was requested to attend a project meeting in person, after prior unsuccessful attempts, but Mr. McGuire did not attend or participate in the April 8, 2025, meeting.
2) The discussion with Councilman Wood and Mr. McGuire originated due to the March 26, 2025, Council Workshop Meeting, when City staff presented Clopton Farms Sections 4, 5, and 6 under the "discuss appeals and waivers to denial of an exemption from the City of Conroe's temporary moratorium on development" agenda item. City staff proceeded to recommend denial for the moratorium exemption waiver and appeal for Clopton Farms Sections 4, 5, and 6.
3) TPH did not have any prior knowledge, information, nor did they provide documentation or consent to pursue this agenda item appeal relating to Clopton Farms. After reaching out to multiple City staff and City Council members, the agenda item was deferred.
4) No information was provided to TPH as to how or why Clopton Farms Sections 4, 5, and 6 were included on the March 26, 2025, and March 27, 2025, agendas, but Mr. McGuire alluded to it being a misunderstanding on the part of City staff.
5) City staff members have previously indicated that any determination or decision regarding utility capacity must be directed and approved by Mr. McGuire. As a result, TPH has steadily pursued an in-person meeting with Mr. McGuire without any success.
6) Due to the vast changes in City employment, many staff members are unfamiliar with the background information for these projects. In summary, Mr. McGuire's participation is crucial to move forward with any decision-making for projects in the moratorium.

7) Clopton Farms and Westridge Cover are within the Montgomery County MUD No. 147 ("MC147") boundary, and agreements are in place that obligate the City to provide water and sewer capacity for MC147.

8) After discussion with City staff and direction from City staff to submit a pump and haul agreement for consideration, Bleyl Engineer ("Bleyl") presented a Westridge Cove draft pump and haul agreement prepared by Coats Rose on behalf of MC147 on June 26, 2024. After receipt of the draft agreement, City staff rejected any form of a pump and haul agreement.

Meeting Discussion

Westridge Cove Section 4 Sanitary Sewer

1) TPH provided a timeline of events on the City's correspondence and actions leading up to this meeting regarding the sewer capacity constraint impacting Westridge Cove Section 4 and the significant delay/adverse impact it has caused the project and TPH's interests in Conroe.

2) Despite numerous requests from TPH and Bleyl, in addition to commitments from the City to provide flow meter data and physically investigate the capacity claim for nearly 12 months, no evidence has been provided by the City to support or justify their position on the sewer capacity.

3) TPH discussed their sewer investigation and presented images that did not reveal any of the alleged surcharging or capacity issues in the manholes downstream from Westridge Cove Section 4.

4) The City stated that "build-out" modeling showed surcharge occurring at manholes in the vicinity of Wedgewood Parkway to James Way along SH 105. Based on their calculations, they requested a City staff member, Daniel, who was not present at this meeting, to inspect the sewer lines. The City staff member noted surcharging in the manholes at the time of inspection.

5) No evidence or support was presented for this surcharging claim after inspection. The City did not specify which manholes were surcharging, the depth to which surcharging was observed, nor on which date the surcharging was witnessed. Outside of the City's 12-inch sewer pipes along SH 105, no other information has been provided indicating that the sewer capacity is unable to serve Westridge Cove Section 4.

6) Tri Pointe Homes also discussed the possibility of surcharging after a rain event. The City's sanitary sewer manholes inspected by TPH onsite did not have infiltration protection preventing water from entering the system, even though the manholes are located along a roadside ditch.

7) The City mentioned that the needed improvements to the sanitary sewer lines along 105, which would alleviate the City's concerns for sewer capacity, are 60% complete in design, with easements and right-of-way still to be acquired. City staff stated they expect to publicly bid the sanitary sewer improvement project in May 2025. The improvements are expected to take an estimated 12-16 months to construct.

Westridge Cove Section 4 Water

8) TPH asked the City to provide specifics related to the water moratorium and capacity concerns at Westridge Cove Section 4. The City discussed water plant improvements for the operational zone impacting Section 4, which was shown within an incorrect operational zone on the City's utility map. Bleyl noted that it must be moved from the Wedgewood Operational Zone into the Northwest Operational Zone, as discussed in previous correspondence with and submittals to the City. Based on

water modeling and previous conversations with City staff, the Northwest Operational Zone's capacity to serve Westridge Cove Section 4 would not be an issue.

9) TPH and Bleyl stated their understanding is that the operational zone serving Westridge Cove Section 4 meets minimum TCEQ standards. The City agreed that the operational zone serving Westridge Cove met minimum TCEQ standards.

10) Bleyl discussed the water modeling studies that have been provided to the City for Westridge Cove, which justify capacity availability.

11) TPH stated they have plans to comply with their commitment to the City for water service, including installing off-site utilities. This extension was approved in the initial construction plans related to Westridge Cove Section 1, but construction was approved by the City to be delayed until the construction of Westridge Cove Section 4.

12) The City, nor its consultant, is not actively modeling the Northwest Operational Zone, which serves Westridge Cove Section 4.

Clopton Farms Sanitary Sewer

1) TPH/Bleyl explained that prior to TPH purchasing the property, the City committed to having sewer capacity for the entirety of Clopton Farms through numerous development meetings with the City. As a result, this was formalized through a Municipal Services Agreement and the annexation of the Clopton Farms Development by the City of Conroe and MC 147. Clopton Farms is also subject to the MC 147 Utility Functions Agreement with the City of Conroe dated December 10, 2020.

2) Following the property annexation of Clopton Farms, no additional changes have been made to hinder sewer capacity. TPH stressed the fact that it has already invested in all its commitments made to the City of Conroe for sewer service, including procuring and purchasing off-site easements, installing off-site utilities, along with the construction of an onsite lift station to support the demand of the development. The onsite lift station was installed at a location requested by the City of Conroe, in case it is ever needed to serve future developments.

3) TPH/Bleyl stated their understanding was roughly 6% of the City's service capacity for the Montgomery County UD No. 4 (UD4) sewer plant that serves Clopton Farms is currently being utilized (19,000 GPD out of the 300,000 GPD reserved). The City of Conroe did not dispute this number.

4) The City stated that build-out conditions for Chapel Run will include 637 total lots. Build-out conditions for Clopton Farms will produce 340 total lots, totaling 977 lots for both developments. Using the City's set value of 275 gallons per day per connection, both projects combined will produce less than the City's allowable capacity, which is reserved and stated within their UD4 agreement. As a result of these findings, Bleyl and TPH stated that sanitary capacity should not be an issue for the Clopton Farms Development.

5) After the City confirmed no sewer capacity changes have occurred following the Clopton Farms annexation, they cited their concern with sanitary sewer peaking at 100% buildout. City staff then admitted that they had no knowledge as to what their executed agreement with UD4 specified, and City staff was not certain if peaking was accounted for in the agreement.

6) In response, TPH/Bleyl explained that sewer capacity has already been committed by the City for these developments. When purchased, the Clopton Farms property was originally encompassed in a CCN. TPH elected to opt out of that CCN, due to the City's commitment to provide utility service upon annexation of the Tract. City staff asked if the capacity agreement was given in writing, to which TPH

and Bleyl noted this was indeed handled in writing through multiple documents, including, but not limited to, annexation documentation, a Municipal Services Agreement, and a MUD 147 Utility Functions Agreement. The executed Municipal Services Agreement and Utility Functions Agreement were provided as support at this meeting and reviewed by a City staff member (Ms. Anne Tran) during the discussion.

7) As a result of the sewer capacity discussions, the City stated they will review the Utility Functions Agreement signed and executed between the City and MC147 to confirm their legal obligations with MC147. Also, the City of Conroe indicated they would discuss the agreements with their legal team to determine if the City has a contractual obligation to serve the Clopton Farms Development. Capacity requests for Clopton Farms Sections 4, 5, and 6 were previously submitted and denied by the City of Conroe. The City asked whether a timeline for potential utility improvements and service were noted on the agreement. Bleyl clarified that the City agreement stated the City would provide municipal services on the date of annexation.

Clopton Farms Water

8) TPH asked the City to provide specifics justifying the water moratorium and capacity concerns at Clopton Farms and the City's subsequent issuance of a Capacity Denial Letter for Clopton Farms Sections 4, 5, and 6.

9) TPH explained that their original moratorium exception request letter was inclusive for all of Clopton Farms (Sections 1 through 6), as TPH and their supporting legal counsel considered all sections to meet the exception qualifications. In the discussion, the City of Conroe stated that, prior to providing approval letters for Sections 1, 2, and 3, TPH was only required to obtain letters for these three sections, due to them being substantially complete. In this same correspondence, the City of Conroe stated they would allow the Sections 4, 5, and 6 plan submittal processes to continue forward with approvals and construction for each. The City previously stated that once Sections 4, 5, and 6 were substantially complete, the same exception approval letters would be granted. TPH expressed their surprise and concern when capacity denial letters were issued for Sections 4, 5, and 6, given their recent City approvals to begin clearing, mass grading, and detention for these sections.

10) TPH stated during the meeting that construction has already progressed for the clearing, mass grading, and detention to serve these sections, and is nearing completion.

11) TPH and Bleyl stated their understanding is that the water system for Clopton Farms is supplied from the newly constructed water plant (WP 26) and meets minimum TCEQ standards to serve all sections of Clopton Farms. The City agreed that the operational zone serving Clopton Farms met minimum TCEQ standards.

12) Bleyl discussed the water modeling studies that have been provided to the City, which justify capacity availability. TPH stressed that the new water plant (WP 26) was another significant contributing factor as to why Clopton Farms elected to be annexed into the City Limits. The water plant coming online was an initial condition placed on the Clopton Farms development to have service provided by the City of Conroe.

13) Also noted when discussing sanitary sewer capacity, TPH stated to have already invested in all of the City commitments made for water service, including procuring and purchasing off-site easements and installing off-site utilities.

14) The City stated they were concerned with a possible lack of redundancy in its water system. The City stated that Water Plant 26 (next to Clopton Farms) is to serve as a fail-safe, eliminating the possibility

of allocating water capacity from Water Plant 26 to serve Clopton Farms. Conroe stated they need additional redundancy support in case of unforeseen circumstances and to assist other parts of the city during an anticipated well drilling at Water Plant No. 6.

15) Based on prior communications with the City, TPH stated that the differences in pressure planes and the lack of additional infrastructure are what limited Water Plant No. 26's ability to assist with supply to other operational zones, to which the City of Conroe agreed.

16) The City of Conroe also stated that the surface water is being utilized to address the redundancy concern in the Clopton Farms/Westridge Cove Sec 4 operational zones. However, during an anticipated new well's transitional period, the surface water the city currently has procured may not address all redundancy concerns.

17) Bleyl mentioned they understood that the City of Conroe is currently in negotiations with SJRA regarding the addition of surface water, which could alleviate the City's redundancy concern.

18) The City stated that the SJRA matter was above all staff members present at the meeting, and those in attendance would not make any comments on it.

19) The City indicated that Water Plants 6 and 14 can receive surface water, but Water Plant 26 cannot.

20) The City, nor its consultant, is not actively modeling the Northwest Operational Zone, which serves Clopton Farms.

21) Based on the capacity discussions during this meeting, TPH stated they would prefer city staff to consider rescinding and/or amending the capacity denial letters that were issued for Clopton Farms. City staff stated they could not rescind/amend the capacity denial letters, and this would need to be presented to the City Council as a denial appeal request.

22) TPH reiterated that they feel the best approach would be for City Staff to amend the capacity denial letters, as TPH/Bleyl does not agree with the position or information included in the denial letters for Clopton Farms.

23) Based on the capacity discussions during this meeting, TPH asked if City Staff would recommend approval of TPH's appeal, if one were submitted. The City of Conroe did not comment on this.

Paths Forward

1) City staff provided the option to pursue a waiver or appeal regarding the moratorium exception denial. TPH stated that if they were to appeal the denial letters before the City Council, they want this appeal to be based on the best available data. TPH asked if the City would provide Bleyl data being used to deny the progress in TPH's developments, so that this data can be analyzed to ensure proper justification of the appeal request. The City of Conroe responded by stating that the surcharges happening in sanitary manholes and the lack of redundancy in their water system were the primary reasons for the water and sewer service rejection. The City did not commit to providing any additional information to Bleyl.

2) The City provided an additional option for TPH to pursue a Memorandum of Understanding ("MOU") Agreement. The agreement would need to specify the number of lots and how much capacity TPH is requesting. If an agreement with the City is achieved, construction can commence at the developer's own risk, with the understanding that City utility service can still be denied upon completion of work.

3) TPH stated their preference is to move forward without the restraints and conditions in the MOU, given the recent information regarding available capacity.

4) Conroe stated in the event City Council denied TPH's appeal request, the MOU would still be an option to proceed with plan approval and construction.

Action Items

1) The City staff will discuss and provide feedback from its legal department regarding any contract obligations to provide utility services for the Clopton Farms and Westridge Cove Developments.
2) The City staff will provide Bleyl with a PDF template of the MOU Agreement discussed at the meeting.

Attachments

1) Municipal Services Agreement
2) Montgomery County MUD No. 147 Utility Functions Agreement

13

ORIGINAL

DOC #20211593O3

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF CONROE, TEXAS
AND TRI POINTE HOMES TEXAS, INC.

This Municipal Services Agreement ("Agreement") is entered into on this 28th day of October, 2021 by and between the City of Conroe, Texas, a home-rule municipality of the State of Texas, ("City") and TRI POINTE HOMES TEXAS, INC., a Texas corporation ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Montgomery County, Texas, which consists of approximately 125.45 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written petition with the City requesting full-purpose annexation of the Property.

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the execution of this Agreement is subject to approval by the Conroe City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property described and set forth in Exhibit A attached.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire – The Conroe Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The Fire Department currently operates seven fire stations that are located on North Loop 336 East, East Foster Drive, Sgt. Ed Holcomb Blvd., Carter Moore Drive (N FM 3083 West), Walter Woodson Drive, Longmire Road, and Lake Conroe along SH 105 West. Each station responds to service calls within a primary zone but may be called upon to provide support within other areas of the City as necessary. The annexed area will initially be incorporated in the zones served by **Fire Station No. 6** on SH 105 West. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations. Based on staffing, training, equipment, and cooperative agreements, should they be necessary, the City will provide quality fire service. Montgomery County Emergency Services District **No. 3 (ESD #3)** currently provides fire protection services to the area. After the area is annexed to Conroe, the City will require the ESD to remove the area from the territory of **ESD #3** immediately.

ii. Police – The City's Police Department will provide protection and law enforcement services. Law enforcement services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. No new patrol officers or patrol units are necessary as a result of this annexation and it is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the Conroe Police Headquarters located at 2300 Plantation Drive.

iii. Emergency Medical Services – The Montgomery County Hospital District currently provides EMS services throughout the County and will continue to provide those services for this area after annexation. Fire fighters may be dispatched to the scene of accidents or other medical emergencies to assist Hospital District EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

iv. Community Development and Code Enforcement – The City's Community Development and Code Enforcement Department will provide planning for future land use, and education, enforcements, and abatement relating to code violations within the Property.

v. Publicly Owned Parks, Facilities, and Buildings – Residents of the Property will be permitted to utilize all existing publicly- owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefore.

In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

vi. Water and Wastewater – The Property is currently undeveloped but is located in the service territory of MSEC Enterprises, Inc., a retail public utility that holds a certificate of convenience and necessity (the "MSEC CCN") granting the utility the exclusive right to provide water and sewer utility services within the Property. Owner is seeking to remove the Property from the MSEC CCN and has requested annexation into Montgomery County Municipal Utility District No. 147 ("MUD 147" or "the District").

MUD 147 is located wholly within the boundaries of the City of Conroe and water supply and sewer treatment capacity are provided by City to the District under a Utility Functions Agreement dated December 10, 2020. In addition, in accordance with the Utility Functions Agreement the City will own and operate the District financed and constructed water and sewer utility improvements and will serve the residents and businesses in the District as customers of the City of Conroe utility system. Utility customers within the District will be billed for utility services on the same basis as customers of the same class served by the City in other parts of the community.

The City has previously given its conditional consent for annexation of the Property into the District subject to the prior annexation of the Property into the corporate limits of City. Upon annexation of the Property into the corporate limits of the City the Owner intends to take such actions as are necessary to complete the removal of the Property from the MSEC CCN and to complete the annexation of the Property into MUD 147. Upon removal of the Property from the MSEC CCN and annexation into MUD 147, the Property will be developed and served with water and sewer utility services by the City pursuant to the terms of the MUD 147 Utility Functions Agreement.

In the event the Property is annexed into the City but not removed from the MSEC CCN the City will be unable to provide water and sewer utility services to the Property but the City will require all public water supply and wastewater disposal facilities to be designed and constructed in accordance with the City's subdivision infrastructure standards.

In the event the Property is removed from the MSEC CCN and annexed into the City but not annexed into MUD 147, the Owner or some other developer will be responsible

for designing, financing and constructing all required water and sewer infrastructure in accordance with the City's building code and subdivision ordinances and any other applicable development regulations. Upon completion and dedication of such facilities to the public in accordance with the applicable requirements the City will accept the facilities, maintain them and provide public water supply and wastewater disposal services to the Property on the same basis that such services are provided in other areas of the City served by its municipal water and sewer utility.

The City and Owner agree that installation of water and sanitary sewer facilities shall be installed along the Collector Street (as defined below) to the point indicated on the map attached hereto as Exhibit "B". Landowner(s) adjacent to the proposed Collector Street from Fish Creek to Rabon Chapel shall be required to extend water and sanitary sewer facilities if the adjacent land is annexed into the City and developed.

vii. Streets, Roads and Street Lighting - The City is not responsible for the maintenance of private streets or roads in the annexed area. The City will assume the responsibility for maintenance of public streets and roads previously accepted for maintenance by official action of the Commissioners Court of Montgomery County. Any such streets or roads formerly maintained by Montgomery County that become subject to City annexation will be maintained in a condition which is at least equal to the County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard. It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The City will accept the dedication of public streets constructed in accordance with applicable development regulations of the City and will thereafter be responsible for their maintenance pursuant to a Utility Functions Agreement between the City and the District.

The City and Owner have agreed that a 60-foot right-of-way shall be dedicated between Fish Creek and Rabon Chapel Road (the "60' ROW"). The Owner shall construct a 39-foot collector street (the "Collector Street") within such 60' ROW. Upon development of land adjacent to the 60' ROW, the City shall cause the owner(s) of such adjacent land(s) to dedicate 5-feet of right-of-way adjacent to the 60' ROW to provide a total right-of-way of 70-feet in compliance with the City's current ordinances for collector streets. This 5-feet ROW dedication shall only be required if the adjoining land adjacent to the Collector Street is annexed into the City.

In accordance with the City's Ordinance 1800-07, Sec. 94-298 (c), the City and Owner further agree that the 5' sidewalk installed by the Owner along the Collector Street shall terminated at Rabon Chapel Road. The City shall cause the landowner(s) adjacent to the 60' ROW to construct the remainder of the sidewalk on the opposite side of the Collector Street in compliance with the City's ordinances if the adjoining land adjacent to the Collector Street is annexed into the City and developed.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

The City provides fee-based household garbage collection services to single family residences. The City does not collect garbage from most commercial establishments. Commercial garbage collection and disposal is available from any solid waste collection business within the City that is currently authorized to do so through a franchise agreement. Apartments and other multifamily buildings are considered commercial and must obtain collection services from one of these authorized companies. The City may, at its discretion, agree to provide service to small commercial establishments and small multifamily buildings that generate waste collection demands similar to a single- family residence. The City currently provides residential garbage collection and recycling for single-family residences at the street curb using a contract service provider. The current contract provider employs an automated collection system that requires use of a specific collection container. In accordance with the currently established policy, each household will be provided a collection container for waste disposal and recycling. Additional waste disposal containers may be obtained for a fee; however, up to three additional recycling containers may be obtained at no charge. Various waste management service providers may currently provide collection services within the annexed area on a contract basis with individual property owners. Upon the second anniversary of the effective date of annexation, providers shall be prohibited from the further provision within the proposed annexation's residential areas. Pending the expiration of such two-year period, the City shall not apply any fee for solid waste management services or be required to provide solid waste collection services within the proposed annexation's residential areas. The City may commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

ix. Platting, Engineering, and Building – The City's Platting, Engineering, and Building Departments will provide land development, platting, drainage, detention and building review and inspection services in accordance with all applicable laws, rules, and regulations.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Administrator. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Ordinance is within the sole jurisdiction of the City.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation

relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF CONROE

By:_____

Mayor

TRI POINTE HOMES TEXAS, INC.

By:_____

Name: Collins Pier

Title: Vice President

Approved as to Form:

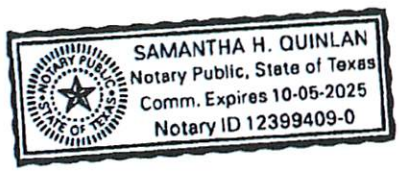
City Attorney

Attest:

City Secretary

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the 5th day of November, 2021, by Jody Czajkoski, Mayor of the City of Conroe, a Texas municipal corporation, on behalf of said city.



Samantha H. Quinlan
Notary Public, State of Texas

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the 17 day of September, 2021 by Collins Aler, the Vice President of TRI POINTE HOMES TEXAS, INC.



Lindsey Kucera
Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Conroe
300 West Davis
Conroe, Texas 77301

EXHIBIT "A"

TRACT I:

BEING a 123 40 acre tract of land in the N Lynch Survey, Abstract 306, being out of Tract 2 as recorded under Montgomery County Clerk's File No. 2011-029758, also being all of Tract 3 as recorded under Montgomery County Clerk's File No. 2011-029756, said 123 40 acre tract being more particularly described as follows;

BEGINNING at axle found for the northwesterly corner of Lot 39, Block 1 of Highland Ranch as recorded in Cabinet K, Sheet 21, also along the southerly line of a called 10.000 acre tract as recorded under Montgomery County Clerk's File No 2003-152144, also being the northeasterly corner of the herein described tract;

THENCE S 03 deg. 34' 50" E. along the westerly line of said Highland Ranch Section 1, a distance of 2836.06 feet to a 5/8" iron rod found along the westerly line of Lot 55, Block 1, of said Highland Ranch Section 1, also being the northeasterly corner of Lot 46, Capitol Hill Estates Section 2 as recorded in Cabinet D, Sheet 109B, and being the southeasterly corner of the herein described tract;

THENCE S 85 deg. 59' 50" W, along the northerly line of said Capitol Hill Estates Section 2, a distance of 1171.51 feet to a 5/8" iron rod found for the northerly point of Lot 49 of said Capitol Hill Estates Section 2, and being an angle point of the herein described tract;

THENCE S 85 deg. 54' 29" W, along the northerly line of said Capitol Estates Section 2, a distance of 793.57 feet to the centerline of Fish Creek, also being the northwesterly corner of Lot 52 of said Capitol Hill Estates Section 2, also being the northeasterly corner of Lot 9, Block 2 of Capitol Hill Estates Section 3 as record in Cabinet E, Sheet 29B, and being the southwesterly corner of the herein described tract;

THENCE along the centerline of Fish Creek the following bearings and distances;
THENCE N 26°34'43" W, A DISTANCE OF 190.30';
THENCE N 30°18'12" W, A DISTANCE OF 413.98';
THENCE N 36°59'26" W, A DISTANCE OF 272.80';
THENCE N 11°29'21" W, A DISTANCE OF 318.50';
THENCE N 04°43'08" E, A DISTANCE OF 115.25';
THENCE N 19°24'29" W, A DISTANCE OF 115.73';

THENCE N 26°19'04" W, A DISTANCE OF 180.57' to a point along the centerline of Fish Creek, also being along the southerly line of a called 39.756 acre tract as recorded under Montgomery County Clerk's File No. 9563245, and being the most westerly northwest corner of herein described tract;

THENCE N 85 deg. 44' 13" E, along the southerly line of said 39.756 acre tract, a distance of 1024.65 feet to a fence corner for the southeasterly corner of said 39.756 acre tract, and being an angle point of the herein described tract;

THENCE N 03 deg. 27' 49" W, along the easterly line of said 39.756 acre tract, a distance of 1316.42 feet to a fence corner for the northeasterly corner of said 39.756 acre tract, also being along the southerly line of Apache Drive, and the most northerly northwest corner of the herein described tract;

THENCE N 77 deg. 00' 54" E, along the southerly line of Apache Drive, a distance of 99.27 feet to a 60D nail along the southerly line of Apache Drive, and being a northerly point of the herein described tract;

THENCE N 84 deg. 38' 17" E, along the southerly line of the said Crestwood Farms, a distance of 595.91 feet a point for corner, from which a 1/2" iron rod found 1.3 feet north, for the southeasterly corner of Lot 22 of Crestwood Farms as recorded in Volume 5, Page 353, and being and angle point of the herein described tract;

THENCE N 85 deg. 57' 55" E, along the southerly line of the said Lot 22, a distance of 636.55 feet to a concrete monument for the southeasterly corner of said Lot 22, also being the southwesterly corner of said 10.000 acre tract, and being an angle point of the herein described tract;

THENCE along the southerly line of said 10.000 acre tract, N 85 deg. 07' 40" E, a distance of 146.95 feet to back the POINT OF BEGINNING, and containing 123.40 acres of land, more or less;

SAVE AND EXCEPT THAT CERTAIN 68.85 ACRES DESCRIBED AS FOLLOWS:

BEING a 68.85 acre tract of land in the N Lynch Survey, Abstract 306, being the same called Tract 3 (68.8153 acre) as recorded under Montgomery County Clerk's File No. 2011-029756, said 68.85 acre tract being more particularly described as follows;

BEGINNING at axle found for the northwesterly corner of Lot 39, Block 1 of Highland Ranch as recorded in Cabinet K, Sheet 21, also along the southerly line of a called 10.000 acre tract as recorded under Montgomery County Clerk's File No. 2003-152144, also being the northeasterly corner of the herein described tract;

THENCE S 03 deg. 34' 50" E, along the westerly line of said Highland Ranch Section 1, a distance of 2836.06 feet to a 5/8" iron rod found along the westerly line of Lot 55, Block 1, of said Highland Ranch Section 1, also being the northeasterly corner of Lot 46, Capitol Hill Estates Section 2 as recorded in Cabinet D, Sheet 109B, and being the southeasterly corner of the herein described tract;

THENCE S 85 deg. 59' 50" W, along the northerly line of said Capitol Hill Estates Section 2, a distance of 1171.51 feet to a 5/8" iron rod found for the southwesterly corner of the said 68.85 acre tract, and being the southwesterly corner of the herein described tract;

THENCE along the westerly line of Tract 3 the following bearings and distances;
THENCE N 10°47'31" E, A DISTANCE OF 954.07' to a 5/8" capped iron rod;
THENCE N 06°50'18" E, A DISTANCE OF 219.76',
THENCE N 30°55'16" E, A DISTANCE OF 136.62',to a 5/8" capped iron rod
THENCE N 55°54'31" W, A DISTANCE OF 382.16'; to a 5/8" capped iron rod

THENCE N 03 deg. 27' 13" E, along the westerly line of said Tract 3, a distance of 1339.44 feet to 5/8" iron rod set in the southerly line of Apache Drive, and being the northwesterly corner of the herein described tract;

THENCE N 84 deg. 38' 17" E, along the southerly line of the said Crestwood Farms, a distance of 333.74 feet a point for corner, from which a 1/2" iron rod found 1.3 feet north, for the southeasterly corner of Lot 22 of Crestwood Farms as recorded in Volume 5, Page 353, and being and angle point of the herein described tract;

THENCE N 85 deg. 57' 55" E, along the southerly line of the said Lot 22, a distance of 636.55 feet to a concrete monument for the southeasterly corner of said Lot 22, also being the southwesterly corner of said 10.000 acre tract, and being an angle point of the herein described tract;

THENCE along the southerly line of said 10.000 acre tract, N 85 deg. 07' 40" E, a distance of 146.95 feet to back the **POINT OF BEGINNING**, and containing 68.85 acres of land, more or less.

TRACT II:

NANCY LYNCH SURVEY ABSTRACT 306
R. HAMLETT SURVEY ABSTRACT 281
60' Fee Strip

BEING a 2.05 acre tract of land in the N Lynch Survey, Abstract 306, also being in the R. Hamlett Survey, Abstract 281, being out of Tract 2 as recorded under Montgomery County Clerk's File No. 2011-029758, said 2.05 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northwesterly corner of a called 12.5001 acre tract as recorded under Montgomery County Clerk's File No. 2011-029757, also being along the northeasterly line of Rabon Chapel Road, and being the southerly corner of the herein described tract,

THENCE along a curve to the left, having a radius of 977.12 feet, a chord that's bears N 29 deg. 57' 47" W, along the northeasterly line of Rabon Chapel Road, a chord distance of 59.97 feet to a 5/8" iron rod found along the northeasterly line of Rabon Chapel Road, and being the easterly corner of the herein described tract;

THENCE N 58 deg. 17' 51" E, along the southerly of Tract 1 as recorded under Montgomery County Clerk's File No. 2011-029756, a distance of 521.09 feet to a 5/8" iron rod found along the southerly line of said Tract 1, and being an angle point of the herein described tract;

THENCE N 61 deg. 12' 33" E, along the southerly line of said Tract 1, a distance of 543.81 feet to a 5/8" iron rod found for an easterly corner of said Tract 1, also being a southwesterly corner of said Tract 2, and being an angle point of the herein described tract;

THENCE N 86 deg. 15' 07" E, across said Tract 2, a distance of 418.95 feet to the centerline of Fish Creek, and being the northeasterly corner of the herein described tract;

THENCE S 11 deg. 29' 21" E, along the centerline of Fish Creek, a distance of 11.29 feet to a point for corner along the centerline of Fish Creek, and being an angle point of the herein described tract;

THENCE S 36 deg. 59' 26" E, along the centerline of Fish Creek, a distance of 58.57 feet to a point for corner along the centerline of Fish Creek, and being the easterly corner of the herein described tract,

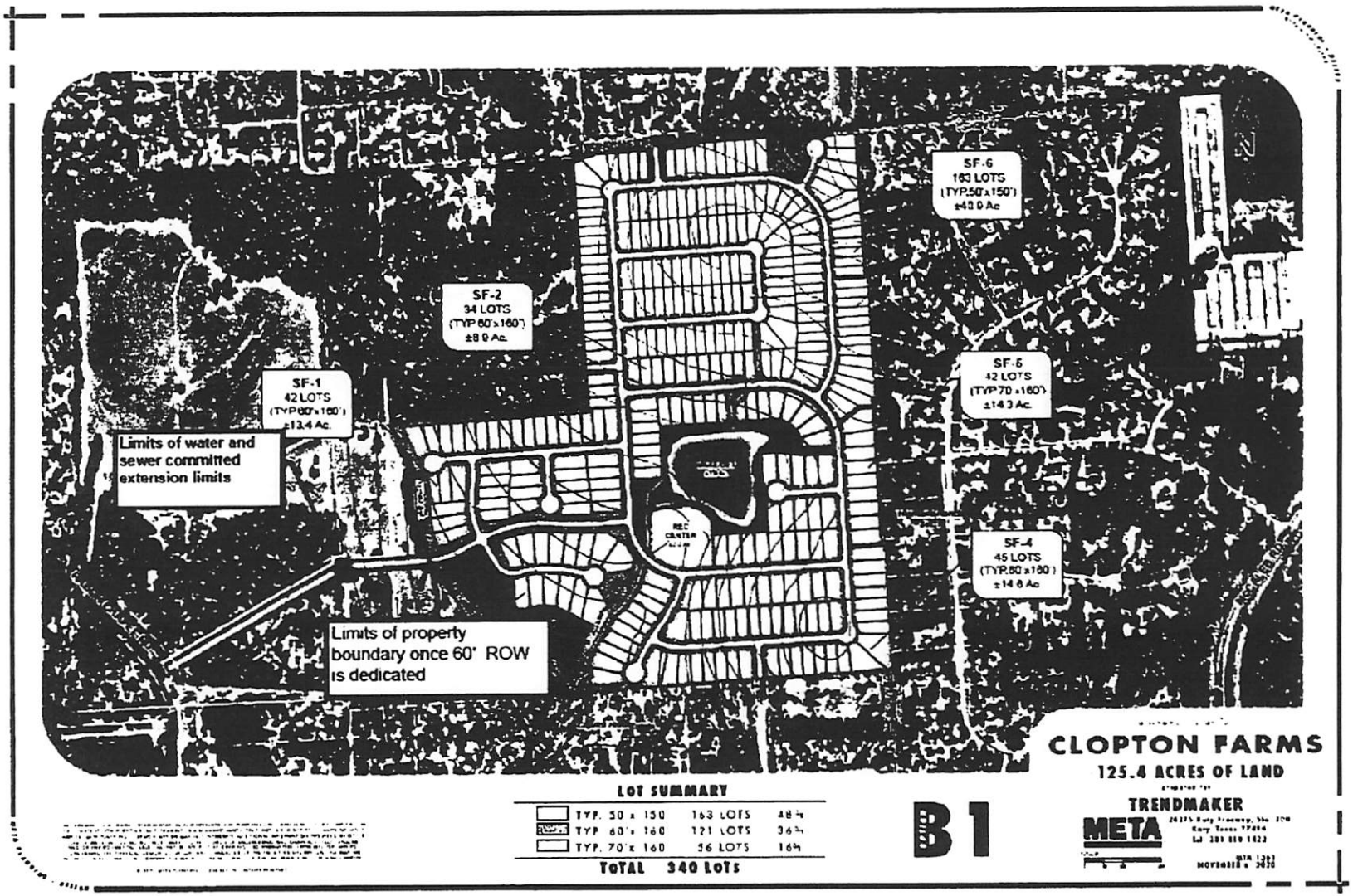
THENCE S 86 deg. 15' 07" W, across said Tract 2, a distance of 166.35 feet a 5/8" iron rod found along the westerly line of said Tract 2, also being the northeasterly corner of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE S 86 deg 15' 07" W, along the northerly line of the said 12.5001 acre tract, a distance of 272.69 feet to a 5/8" iron rod found for the northerly corner of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE S 61 deg. 11' 02" W, along the northerly line of the said 12.5001 acre tract, a distance of 529.59 feet to a 5/8" iron rod found for a northerly point of said 12.5001 acre tract, and being an angle point of the herein described tract;

THENCE along the northerly line of said 12.5001 acre tract, S 58 deg. 21' 14" W, a distance of 520.84 feet to back the **POINT OF BEGINNING**, and containing 2.05 acres of land, more or less.

EXHIBIT "B"


SF-6
163 LOTS
(TYP.50'x150')
±40.9 Ac
SF-2
34 LOTS
(TYP.60'x160')
±8.9 Ac
SF-1
42 LOTS
(TYP.60'x160')
±13.4 Ac
Limits of water and sewer committed extension limits
SF-6
42 LOTS
(TYP.70'x160')
±14.0 Ac
SF-4
45 LOTS
(TYP.60'x160')
±14.6 Ac
Limits of property boundary once 60' ROW is dedicated
LOT SUMMARY
TYP. 50' x 150' 163 LOTS 48%
TYP. 60' x 160' 121 LOTS 36%
TYP. 70' x 160' 56 LOTS 16%
TOTAL 340 LOTS
B1
CLOPTON FARMS
125.4 ACRES OF LAND
TRENDMAKER
META

Agenda Submittal Form

☐ Workshop ☒ Regular Council

Meeting Date:	October 28, 2021
Department:	Community Development
Contact:	Nancy S. Mikeska

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Exec. Session ☐ Other

Description

Approve the Municipal Service Agreement for Annexation Parcel **2021-01,** which includes the area known as Clopton Farms, a part of Municipal Utility District #147.

Summary

Approve the Municipal Service Agreement for Annexation Parcel **2021-01,** which includes the area known as Clopton Farms, a part of Municipal Utility District #147.

Recommendation

Staff recommends approval of the Ordinance.

Fiscal Impact ☐ Yes ☒ No

Expenditure Amount:	$	Revenue Amount:	$
Account Number:			

Is a Budget Amendment Required? ☐ Yes ☐ No *(If yes, please see attached **Agenda Item Budget Amendment Form**)*

Financial Review Complete: _____

Attachments

Agreement, Metes & Bounds, Map

Submitted By: Nancy S. Mikeska, Director

Admin: Paul Virgadamo, Jr., City Administrator

Doc #: 2021159303
Pages 14

FILED FOR RECORD
11/16/2021 03:19PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

11/16/2021

County Clerk
Montgomery County, Texas

UTILITY FUNCTIONS AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT made and entered into as of the date herein last specified, by and between the CITY OF CONROE, TEXAS (the "City"), a municipal corporation and home-rule city located in Montgomery County, Texas, and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147 (the "District"), created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the District was created within the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities and services (as more fully defined below, the "Facilities"), to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Local Government Code Section 552.014, as amended, the City and the District may enter into an agreement under the terms of which (i) the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to serve lands being developed within and near the boundaries of the District and, (ii) in order to enhance the economic feasibility of the District and more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City will provide water supply and wastewater treatment capacity to the District in consideration of the District's financing, acquisition, and construction of the Facilities; and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each;

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Administrator" shall mean the City Administrator of the City.

"Consent Resolution" shall mean Conroe City Council Ordinance No. 2490-19 dated October 8, 2019, consenting to the creation of the District and establishing terms and conditions applicable to the District's creation.

"Developer" shall mean Trendmaker Homes, Inc., or its replacement, successor or assignee.

"District" shall mean Montgomery County Municipal Utility District No. 147, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 88.093 acres of land situated wholly within the City, as described in Exhibit "A" attached hereto, and any land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the

Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Engineers" shall mean Bleyl Engineering, consulting engineers, or its replacement, successor or assignee.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Facilities" shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, and drainage systems and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible, as long as it meets City requirements.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply as needed and required by the District, and same shall be provided without capital charges of any kind. The District shall connect to the City's water supply system at the point(s) designated by City. The District may make one or more connections to such water mains; provided, however, that any connection to the water mains must be supervised by a City engineer.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service areas of the City of Conroe Treatment Plant. The City represents that it has sufficient capacity in the City of Conroe Treatment Plant to serve the development of the District as needed and required by the District. In the event that the City of Conroe Treatment Plant does not

have sufficient capacity to serve the development in the District as needed, the City agrees to make any necessary improvements to the City of Conroe Treatment Plant, at no cost to the District, in order to serve the development in the District.

2.04 Wastewater Connections. The District may construct multiple connections between the District's sanitary sewer collection system and the existing City trunk lines located adjacent to the property, the locations of which shall be mutually agreed upon by the District and the City Engineer (the "Wastewater Points of Discharge"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

(1) the City has inspected the connection and premises and has issued a building permit for that connection; and

(2) all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a plan, plat or replat filed with and finally approved by the City Planning Commission of the City of Conroe and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no plan, plat or replat is required by applicable State statutes, City ordinances or City Planning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City of Conroe Treatment Plant.

2.06. Offsite Line Extensions to Connect to City Utilities. Where offsite extensions are necessary to connect the District facilities to the City's water supply and wastewater collection facilities the Developer or the District shall be responsible for the construction of the connecting lines. Where oversizing of the connecting facilities is required the City shall be responsible for that portion of the cost attributable to oversizing.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are acquired and constructed, the District shall convey the same to the City, reserving, however, a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

3.02. Operation by the City. As construction of each phase of the Facilities is

completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels located within the District.

3.03. Rates and Meters. The City shall bill and collect from customers of the Facilities and shall from time to time fix such rates and charges for such customers of the Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Facilities will be equal and uniform to those charged other similar classifications of users in non- municipal utility district areas of the City. All revenues from the Facilities shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters with the individual customers.

3.04. Connection Charges. Subject to Sections 2.02 and 2.04 herein, the City may impose tap or connection fees for connection to the Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property Outside District Boundaries. The District shall not be authorized to exercise the power of eminent domain to acquire property that is located outside the boundaries of the District without the approval of the City.

ARTICLE IV
FINANCING OF FACILITIES

4.01 District Bonds. The District shall have the authority to issue, sell and deliver Bonds for the purposes and upon the terms and conditions as provided in the Consent Resolution and the District's authorizing legislation.

4.02. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City.

4.03. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

4.04. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

4.05. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE V
DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the District's Facilities have been developed; and

2. The developer(s) Facilities has/have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI
REMEDIES IN EVENT OF DEFAULT

6.01 Default by Either Party. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits.

7.02. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the

obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.03. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.04. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Administrator
City of Conroe
P.O. Box 3066
Conroe, Texas 77305-3066

If to the District, to:

Montgomery County Municipal Utility District No. 147
c/o Coats Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Mallory Craig

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.05. Assignability. This Agreement may be assigned by either party upon notice in writing to the other party; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement to the nonassigning party.

7.06. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.07. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.08. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.09. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

7.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

7.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.13. No Allocation Agreement. The Parties acknowledge and agree Texas Water Code Section 54.016(f) is not applicable to the District and that this Agreement is not and shall not be interpreted as an "allocation agreement" as such term is defined in Section 54.016(f). The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the

District.

7.14. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of forty (40) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, effective on December 10, 2020.

THE CITY OF CONROE, TEXAS

Mayor

ATTEST/SEAL:

~~City Secretary~~ Deputy City Secretary

APPROVED AS TO FORM:

City Attorney

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147

By: R Sawyer
Name: Rodger Sawyer
Title: President, Board of Directors

Date: 12-17-2020

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 17th day of December, 2020, by Rodger Sawyer, President of the Board of Directors of the Montgomery County Municipal Utility District No. 147, on behalf of said entity.

LINDSAY SMITH
Notary Public, State of Texas
Comm. Expires 03-21-2022
Notary ID 125971270

Lindsay Smith
Notary Public, State of Texas
Printed Name: Lindsay Smith
My Commission Expires: 3/21/2022

(SEAL)

JEFFREY MOON & ASSOCIATES INC
LAND SURVEYORS
www.moonsurvey.net
P.O. Box 3291
Conroe, Texas 77305
(936)756-8766 Fax (936)756-3281

October 15, 2013

BEING 55.369 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355, THE JAMES EDWARDS SURVEY, A-188, MONTGOMERY COUNTY, TEXAS, SAID 55.369 ACRES BEING OUT OF THE WESLIE R. MARKS 210.3078 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9223195, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 55.369 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a ½" iron pipe found for the most Northerly corner of the said 210.3078 acre tract, in a South line of the Conroe Venture Ltd; 410.539 acre tract of land, (Conroe Tract 4) deed of which is recorded under County Clerk's File Number 9119317, Montgomery County Real Property Records;

THENCE S. 74° 17' 38" E., along the Northeast line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract, for a distance of 985.33 feet to a 5/8" iron rod found for the Northeast corner of the herein described tract, the Northwest corner of the Pierre G. Mulacek and wife Suzee 6.00 acre tract of land deed of which is recorded under County Clerk's File Number 9554950, Montgomery County Real Property Records, from whence a ½" iron rod found for the East corner of the 210.3078 acre tract bears S. 74° 17' 38" E., 333.73 feet;

THENCE S. 17° 24' 48" W., along the West line of the said 6.00 acre tract for a distance of 548.96 feet to a 5/8" iron rod found for corner,

THENCE S. 06° 15' 16" E., continuing along said West line, passing at 372.48 feet a 5/8" iron rod set for reference and continuing in all for a distance of 397.48 feet to the Lower Northeast corner of the herein described tract, in the centerline of a creek, same being the Westerly line of Willowridge Estates, Section 2, a Subdivision map of which is recorded in Cabinet D, Sheet 35B, Montgomery County Map Records, same being the Southeast line of the said 210.3078 acre tract;

THENCE in a Southerly direction with said centerline, the Westerly line of Willowridge Estates, Section 2, the Westerly line of Willowridge Estates, Section 3, (Cab. D, Sht. 36B M.C.M.R.) as follows:

1. S. 87° 09' 06" W., 85.39 feet,
2. S. 44° 02' 00" W., 48.96 feet,
3. N. 58° 11' 36" W., 32.43 feet,
4. S. 39° 10' 59" W., 27.07 feet,
5. S. 27° 14' 07" W., 27.53 feet,
6. S. 75° 06' 44" W., 40.89 feet,
7. N. 49° 30' 04" W., 31.06 feet,

EXHIBIT A

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8. S. 07° 50' 39" E., 48.09 feet,
9. N. 85° 40' 09" W., 101.99 feet,
10. S. 19° 18' 28" E., 70.95 feet,
11. S. 77° 49' 55" W., 45.75 feet,
12. S. 35° 18' 07" W., 34.72 feet,
13. S. 15° 47' 47" W., 46.61 feet,
14. S. 47° 04' 22" W., 39.76 feet,
15. S. 09° 40' 20" W., 45.88 feet,
16. S. 49° 38' 16" W., 52.53 feet,
17. S. 76° 03' 48" W., 28.51 feet,
18. S. 51° 10' 04" W., 48.90 feet,
19. N. 89° 26' 07" W., 44.20 feet,
20. S. 31° 31' 38" W., 21.54 feet,
21. S. 19° 03' 26" W., 21.26 feet,
22. S. 59° 11' 37" W., 40.65 feet,
23. S. 74° 10' 41" W., 59.64 feet,
24. S. 77° 24' 10" W., 33.56 feet,
25. S. 48° 38' 25" W., 43.57 feet,
26. S. 15° 44' 03" W., 101.76 feet,
27. S. 33° 43' 48" E., 24.11 feet,
28. S. 71° 07' 40" W., 47.25 feet,
29. S. 08° 48' 43" E., 50.87 feet,
30. S. 60° 01' 49" W., 46.58 feet,
31. S. 10° 23' 18" W., 60.72 feet,
32. S. 38° 01' 09" W., 26.25 feet,
33. S. 04° 55' 35" E., 18.79 feet,
34. S. 20° 16' 28" W., 46.42 feet,
35. S. 45° 15' 26" W., 114.00 feet,
36. S. 88° 37' 11" W., 24.76 feet,
37. S. 24° 58' 26" W., 49.04 feet,
38. S. 27° 36' 23" W., 23.09 feet,
39. S. 50° 25' 58" W., 77.59 feet,
40. S. 01° 31' 17" E., 158.07 feet to the Southeast corner of the 210.3078 acre tract, the Southeast corner of the herein described tract;

THENCE S. 75° 38' 38" W., along the South line of the 210.3078 acre tract passing at 3.81 feet a 5/8" iron rod found for reference and continuing in all for a distance of 94.94 feet to a 5/8" iron rod found with a plastic cap stamped COC for the Southeast corner of the City of Conroe 1.461 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000763, Montgomery County Real Property Records;

THENCE N. 45° 28' 08" W., along the East line of the said 1.461 acre tract for a distance of 46.96 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the above mentioned East line along said curve to the right having a radius of 87.59 feet, a central angle of 51° 05' 30", for an arc length of 78.11 feet, chord bears N. 03° 53' 14" W., 75.54 feet to a 5/8" iron rod set for the end of curve;

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THENCE N. 22° 49' 06" E., continuing along said East line for a distance of 301.34 feet to a 5/8" iron rod set for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said East line, along said curve to the left having a radius of 420.00 feet, a central angle of 66° 27' 59", for an arc length of 487.22 feet, chord bears N. 10° 23' 13" W., 460.36 feet to a 5/8" iron rod set for the end of curve;

THENCE N. 43° 35' 28" W., continuing along the said East line for a distance of 443.44 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the said East line along said curve to the right having a radius of 430.00 feet, a central angle of 24° 32' 07", for an arc length of 184.14 feet, chord bears N. 31° 27' 19" W., 182.73 feet to a 5/8" iron rod found with a plastic cap stamped COC for the end of curve;

THENCE N. 19° 07' 00" W., continuing along said East line passing at 61.03 feet a 5/8" iron rod found with a plastic cap stamped COC for the Northeast corner of the said 1.461 acre tract, the East corner of the City of Conroe 1.820 acre tract deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records and continuing in all along the Easterly line of the 1.820 acre tract for a distance of 849.88 feet to a 5/8" iron rod set for its' North corner, the Northwesterly corner of the herein described tract, in the North line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract;

THENCE N. 75° 03' 44" E., along the above mentioned lines for a distance of 1,076.06 feet to the POINT OF BEGINNING and containing in all 55.369 acres of land.

This description is based upon a Land Title Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated October 15, 2013. Bearings are based upon the deed call Northeast line of the 210.3078 acre tract;

Jeffrey Moon
Registered Professional
Land Surveyor No. 4688

55.369acre

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JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com

September 23, 2019

BEING 32.724 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355 AND THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS, SAID 32.724 ACRES BEING OUT OF THE RODRIGUEZ FAMILY TRUST 210.3078 ACRE TRACT OF LAND, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2013-098325, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 32.724 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped "COC" for the Northeast corner of the herein described tract of land, the West corner of the City of Conroe 1.820 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records, in the South line of Conroe Venture LTD 410.539 acre tract of land deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records ;

THENCE S. 19° 07' 00" E., along the Southwest line of said 1.820 acre tract of land for a distance of 796.87 feet to a 5/8" iron rod found at the South corner of said 1.820 acre tract of land, in the North line of La Salle Crossing, (60 foot Right of Way per Cabinet "C", Sheet 1, M.C.M.R.) for the Southeast corner of the herein described tract of land;

THENCE S. 71° 07' 56" W., along the North line of the above mentioned La Salle Crossing for a distance of 25.10 feet to a 5/8" iron rod found at the beginning of a curve to the right;

THENCE in a Southwesterly direction continuing along said North line and along said curve to the right having a radius of 270.00 feet, a central angle of 14° 28' 21", for an arc length of 68.20 feet, chord bears S. 78° 00' 30" W., 68.02 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve;

THENCE S. 85 32' 49" W., continuing along said North line for a distance of 49.93 feet to a 5/8" iron rod found at the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with said North line, along said curve to the left having a radius of 330.00 feet, a central angle of 18° 20' 28" for an arc length of 105.64 feet, chord bears S. 76° 09' 01" W., 105.19 feet to a 5/8" iron rod found at the end of curve;

THENCE S. 67° 01' 40" W., continuing along said North line of La Salle Crossing for a distance of 113.00 feet to a fence post at the Southeast corner of the Montgomery County M.U.D. Number 42 0.144 acre tract of land, deed of which is recorded under County Clerk's File Number 9034501, Montgomery County Real Property Records;

THENCE N. 22° 58' 20" W., leaving said North line of La Salle Crossing and along the East line of the above mentioned 0.144 acre tract of land for a distance of 85.00 feet to a fence post at its' Northeast corner;

THENCE S. 67° 01' 40" W., along the North line of said 0.144 acre tract of land for a distance of 74.00 feet to a fence post at its' Northwest corner;

THENCE S. 22° 58' 20" E., along the West line of said 0.144 acre tract of land for a distance of 85.00 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at its' Southwest corner on the above mentioned North line of La Salle Crossing;

THENCE S. 67° 01' 40" W., along the North line of La Salle Crossing for a distance of 1,124.05 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found for the beginning of a curve to the right;

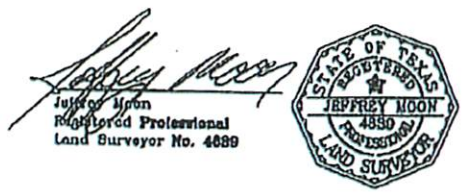
THENCE in a Northwesterly direction continuing along said North line, along said curve to the right having a radius of 340.00 feet, a central angle of 46° 19' 02", an arc length of 274.56 feet, chord bears N. 89° 48' 50" W., 267.43 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve being the Southwest corner of the herein described tract;

THENCE departing the North line of LaSalle Crossing and across the said 210.3078 acre tract the following seven (7) calls:

1. N. 06° 42' 30" E., 85.54 feet to a set 5/8" iron rod;
2. N 13° 47' 09" E., 153.50 feet to a set 5/8" iron rod;
3. N. 06° 51' 56" W., 284.23 feet to a set 5/8" iron rod;
4. N. 06° 36' 44" W., 168.18 feet to a set 5/8" iron rod;
5. N. 02° 50' 18" W., 68.67 feet to a set 5/8" iron rod;
6. N. 01° 17' 13" W., 101.94 feet to a set 5/8" iron rod;
7. N. 23° 51' 40" E., 86.14 feet to a set 5/8" iron rod in the North line of said Rodriguez Family Trust 210.3078 acre tract, the South line of Conroe Venture LTD 410.539 acre tract, being the Northwest corner of the herein described tract

THENCE N. 75° 03' 44" E., along said North line for a distance of 1483.48 feet to the **POINT OF BEGINNING** and containing in all 32.724 acres of land.

Bearings are based upon the deed call Northeast line of the 210.3078 acre tract.



Jeffrey Moon
Registered Professional
Land Surveyor No. 4889

32.758Ac

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 4 – DP-24-013752

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 4. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est. 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 4

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of North Lake Clopton Dr. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 20, 2024

City of Conroe Engineering
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Clopton Farms Sections 4, 5 and 6
Bleyl Project No: 13393-13395

To whom it may concern,

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Clopton Farms Sections 4,5, and 6 developments. A summary supporting the moratorium exception request is attached and outlined below:

- Clopton Farms Sections 4, 5, and 6 have vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Clopton Farms Sections 4, 5, and 6 have previously received permits for construction work within the sections. Mass grading, detention and drainage improvements in Section 4, 5, and 6 were completed under the city approved permit DP-24-010283.
- Clopton Farms Sections 4, 5, and 6 are considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plats for Clopton Farms Section 4, 5, and 6 were approved by the City of Conroe on April 04, 2024, April 18, 2024, and May 02, 2024, respectively.
- On September 6, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Clopton Farms Development, encompassing Sections 1-6, which has been included with this letter for reference. Exception approval letters were provided for sections 1, 2, and 3.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Clopton Farms Sections 4, 5, and 6 developments. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong

Patrick Strong, PE
Bleyl Engineering

WILSON CRIBBS + GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 6, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman Mcguire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Clopton Farms, Sections 1-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner and Ms. Mikeska:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147.The six plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Clopton Farms project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. The Property is "approved for development," and is exempt from application of the Moratorium.

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). The meaning of "approved for development" is explained by the Texas Supreme Court in the *City of Lorena* case, which held property was exempt from a moratorium imposed by the City due to the City having already approved a subdivision plat.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under Subchapter E, Chapter 212, Tex. Loc. Gov't Code, the state moratorium statute. The Court stated clearly that the property approved for development through platting does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. I would appreciate your assistance in applying the Texas Supreme Court's precedent to this situation.

2. The Clopton Farms project is grandfathered against subsequent changes in the City's regulations, which exempts the Property from application of the Moratorium.

The ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project are the ordinances and regulations that apply for all subsequent permits required to complete the project. *See* Tex. Loc. Gov't Code § 245.002(b). All permits required for the continued development of the six Clopton Farms sections qualify as a "project" under the Chapter 245. The Municipal Services Agreement ("MSA") between the City and Tri Pointe dates back to 2021 and qualifies as a permit for vested rights due to it being an

agreement for the provision of water or wastewater as defined in Chapter 245.001(1), predating the adoption of the Moratorium by the City.

My understanding is that the City has taken the position that new building permits for individual lots within Clopton Farms are "new permits" under the meaning of the City's Moratorium ordinance, each of which requires an application for exemption. This position is legally at odds with the limitations on municipal authority established by Chapter 245. The City must process building permits for lots within Clopton Farms and approve utility connections for those lots in accordance with development regulations in place in 2021, before the adoption of the Moratorium.

Under the City's Moratorium ordinance, the City should consider the Property as both an "Ongoing Project" and a "Grandfathered Project," for the reasons explained in sections 1 and 2 above, respectively. Any compliance with exception procedures through the City is, again, done under protest, as Tri Pointe is exempt from the Moratorium for reasons stated above, without having to apply for an exception through the City.

As a practical matter, my understanding is that Tri Pointe intends to construct approximately 10 to 12 homes per month over the next 12-18 months, and therefore, my hope is that it will not be overly burdensome for the City to grant these utility connections consistent with its obligations under state law.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,



Omar Izfar

Engineering

CITY OF CONROE

Est. 1904

REQUEST FOR WATER & SEWER AVAILABILTY

(PRINT LEGIBLY)

Date: 11/20/2024

Requested By: Patrick Strong

Phone: (936)-441-7833

Email Address: pstrong@bleylengineering.com

PROPOSED PROJECT INFORMATION

Address or Tax Parcel ID Number of Property: 44805, 411767

Project Name: Clopton Farms Section 4

Provide a location map using the City of Conroe Map Books located on the city website: https://www.cityofconroe.org/departments/geographic-information-system-gis-/map-books

Anticipated Flow - This should be shown as in gpd of average daily demand. **Reference Page 2 of this request form for Service Unit Equivalent Table to calculate the gpd.**

Water: 20,700 GPD

Sewer: 12,650 GPD

Proposed Development Number: 42 Proposed Development Type: Single-Family Residential

13.543 Total Acreage 46 Number of Lots 2 # of Reserves

0 Number of Units 0 Building Sq. ft.

Complete this form and email request to: Engineering@cityofconroe.org

OR

Complete this form and deliver request to:
Engineering Department
700 Metcalf St
Conroe, TX 77301

NOTE: This request is not for fire sprinkler purposes.
Completion of all fields is required. Incomplete request forms will not be accepted. It may take up to 20 business days to review this request. This letter is only valid for six months

CITY OF CONROE
ENGINEERING

700 Metcalf St. CONROE, TEXAS 77301 936-522-3100

2nd Submittal

☐ INITIAL SUBMITAL ☒ FOLLOW-UP SUBMITTAL ☐ REVISIONS TO APPROVED PLANS

DATE OF SUBMITTAL: 8-27-24 PERMIT # DP-24-010283

NAME OF PROJECT: Clayton Farms Phase 2 - Clearing, Grubbing, Mass Grading and Detention

☒ RESIDENTIAL PLANS ☐ COMMERCIAL PLANS ☐ FLOODPLAIN PERMIT

☐ MS4 PERMIT ☐ BASIC SITEWORK PERMIT

OWNER'S NAME, EMAIL: Tri Pointe Homes Texas Inc

Daniel Gillham daniel.gillham@tripointehomes.com

REPRESENTATIVE'S NAME, EMAIL: Bleyl Engineering

Patrick Strong pstrong@bleylengineering.com

☐ REJECTED _____ (DATE) ☐ CONDITIONALLY APPROVED _____ (DATE)

☒ FINAL APPROVAL 9-23-24 (DATE)

If 'Rejected" or 'Conditionally Approved' is checked, please see comment section below.

COMMENTS: _____

Initials of Reviewer: mc 9-23-24 (Date)

Date Notified for Pick Up: Emailed Notice 09 24 24

Received By: _____ (Date)

3 ENG Bldg (Electronic)

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 5 – DP-24-015359

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 5. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 5

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of South Lake Clopton Dr. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 20, 2024

City of Conroe Engineering
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Clopton Farms Sections 4, 5 and 6
Bleyl Project No: 13393-13395

To whom it may concern,

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Clopton Farms Sections 4,5, and 6 developments. A summary supporting the moratorium exception request is attached and outlined below:

- Clopton Farms Sections 4, 5, and 6 have vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Clopton Farms Sections 4, 5, and 6 have previously received permits for construction work within the sections. Mass grading, detention and drainage improvements in Section 4, 5, and 6 were completed under the city approved permit DP-24-010283.
- Clopton Farms Sections 4, 5, and 6 are considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plats for Clopton Farms Section 4, 5, and 6 were approved by the City of Conroe on April 04, 2024, April 18, 2024, and May 02, 2024, respectively.
- On September 6, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Clopton Farms Development, encompassing Sections 1-6, which has been included with this letter for reference. Exception approval letters were provided for sections 1, 2, and 3.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Clopton Farms Sections 4, 5, and 6 developments. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong

Patrick Strong, PE
Bleyl Engineering

WILSON CRIBBS + GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 6, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman Mcguire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Clopton Farms, Sections 1-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner and Ms. Mikeska:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147.The six plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Clopton Farms project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. **The Property is "approved for development," and is exempt from application of the Moratorium.**

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). The meaning of "approved for development" is explained by the Texas Supreme Court in the *City of Lorena* case, which held property was exempt from a moratorium imposed by the City due to the City having already approved a subdivision plat.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under Subchapter E, Chapter 212, Tex. Loc. Gov't Code, the state moratorium statute. The Court stated clearly that the property approved for development through platting does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. I would appreciate your assistance in applying the Texas Supreme Court's precedent to this situation.

2. **The Clopton Farms project is grandfathered against subsequent changes in the City's regulations, which exempts the Property from application of the Moratorium.**

The ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project are the ordinances and regulations that apply for all subsequent permits required to complete the project. *See* Tex. Loc. Gov't Code § 245.002(b). All permits required for the continued development of the six Clopton Farms sections qualify as a "project" under the Chapter 245. The Municipal Services Agreement ("MSA") between the City and Tri Pointe dates back to 2021 and qualifies as a permit for vested rights due to it being an

agreement for the provision of water or wastewater as defined in Chapter 245.001(1), predating the adoption of the Moratorium by the City.

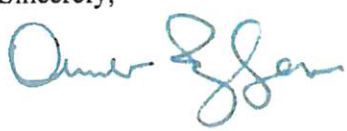
My understanding is that the City has taken the position that new building permits for individual lots within Clopton Farms are "new permits" under the meaning of the City's Moratorium ordinance, each of which requires an application for exemption. This position is legally at odds with the limitations on municipal authority established by Chapter 245. The City must process building permits for lots within Clopton Farms and approve utility connections for those lots in accordance with development regulations in place in 2021, before the adoption of the Moratorium.

Under the City's Moratorium ordinance, the City should consider the Property as both an "Ongoing Project" and a "Grandfathered Project," for the reasons explained in sections 1 and 2 above, respectively. Any compliance with exception procedures through the City is, again, done under protest, as Tri Pointe is exempt from the Moratorium for reasons stated above, without having to apply for an exception through the City.

As a practical matter, my understanding is that Tri Pointe intends to construct approximately 10 to 12 homes per month over the next 12-18 months, and therefore, my hope is that it will not be overly burdensome for the City to grant these utility connections consistent with its obligations under state law.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,



Omar Izfar

Engineering

CITY OF CONROE

Est. 1904

REQUEST FOR WATER & SEWER AVAILABILTY

(PRINT LEGIBLY)

Date: 11/20/2024

Requested By: Patrick Strong

Phone: (936)-441-7833

Email Address: pstrong@bleylengineering.com

PROPOSED PROJECT INFORMATION

Address or Tax Parcel ID Number of Property: 411767,44805

Project Name: Clopton Farms Section 5

Provide a location map using the City of Conroe Map Books located on the city website: https://www.cityofconroe.org/departments/geographic-information-system-gis-/map-books

Anticipated Flow - This should be shown as in gpd of average daily demand. **Reference Page 2 of this request form for Service Unit Equivalent Table to calculate the gpd.**

Water: 31,500 GPD

Sewer: 19,250 GPD

Proposed Development Number: 42 Proposed Development Type: Single-Family Residential

22.62 Total Acreage 70 Number of Lots 2 # of Reserves

0 Number of Units 0 Building Sq. ft.

Complete this form and email request to: Engineering@cityofconroe.org

OR

Complete this form and deliver request to:
Engineering Department
700 Metcalf St
Conroe, TX 77301

NOTE: This request is not for fire sprinkler purposes.
Completion of all fields is required. Incomplete request forms will not be accepted. It may take up to 20 business days to review this request. This letter is only valid for six months

CITY OF CONROE
ENGINEERING

700 Metcalf St. CONROE, TEXAS 77301 936-522-3100

2nd Submittal

☐ INITIAL SUBMITAL ☒ FOLLOW-UP SUBMITTAL ☐ REVISIONS TO APPROVED PLANS

DATE OF SUBMITTAL: 8-27-24 PERMIT # DP-24-010283

NAME OF PROJECT: Clopton Farms Phase 2 - Clearing, Grubbing, Mass Grading and Detention

☒ RESIDENTIAL PLANS ☐ COMMERCIAL PLANS ☐ FLOODPLAIN PERMIT

☐ MS4 PERMIT ☐ BASIC SITEWORK PERMIT

OWNER'S NAME, EMAIL: Tri Pointe Homes Texas Inc

Daniel Gillham daniel.gillham@tripointehomes.com

REPRESENTATIVE'S NAME, EMAIL: Bleyl Engineering

Patrick String pstring@bleylengineering.com

☐ REJECTED _____ (DATE) ☐ CONDITIONALLY APPROVED _____ (DATE)

☒ FINAL APPROVAL 9-23-24 (DATE)

If 'Rejected" or 'Conditionally Approved' is checked, please see comment section below.

COMMENTS: _____

Initials of Reviewer: MT 9-23-24 (Date)

Date Notified for Pick Up: Emailed Notice 09 24 24

Received By: _____ (Date)

3 ENG

Bldg Rep (Initial)

Engineering

CITY OF CONROE

Est. 1904

February 25, 2025

Bleyl Engineering
ATTN: Patrick Strong
100 Nugent St.
Conroe, TX 77301

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Clopton Farms Section 6 – DP-24-015361

Dear Patrick Strong:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Clopton Farms Section 6. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE

Est. 1904

February 25, 2025

Re: Water and Sewer Availability to serve Clopton Farms Section 6

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of Hereford Grove Ln. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Asst. City Engineer - CIP

cc: file

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 20, 2024

City of Conroe Engineering
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Clopton Farms Sections 4, 5 and 6
Bleyl Project No: 13393-13395

To whom it may concern,

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Clopton Farms Sections 4,5, and 6 developments. A summary supporting the moratorium exception request is attached and outlined below:

- Clopton Farms Sections 4, 5, and 6 have vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Clopton Farms Sections 4, 5, and 6 have previously received permits for construction work within the sections. Mass grading, detention and drainage improvements in Section 4, 5, and 6 were completed under the city approved permit DP-24-010283.
- Clopton Farms Sections 4, 5, and 6 are considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plats for Clopton Farms Section 4, 5, and 6 were approved by the City of Conroe on April 04, 2024, April 18, 2024, and May 02, 2024, respectively.
- On September 6, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Clopton Farms Development, encompassing Sections 1-6, which has been included with this letter for reference. Exception approval letters were provided for sections 1, 2, and 3.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Clopton Farms Sections 4, 5, and 6 developments. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong

Patrick Strong, PE
Bleyl Engineering

WILSON CRIBBS + GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 6, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman Mcguire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Clopton Farms, Sections 1-6, subdivisions located on acreage out of the Nancy Lynch Survey, A-306, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner and Ms. Mikeska:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147.The six plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

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(2) The Clopton Farms project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

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My understanding is that the City has taken the position that new building permits for individual lots within Clopton Farms are "new permits" under the meaning of the City's Moratorium ordinance, each of which requires an application for exemption. This position is legally at odds with the limitations on municipal authority established by Chapter 245. The City must process building permits for lots within Clopton Farms and approve utility connections for those lots in accordance with development regulations in place in 2021, before the adoption of the Moratorium.

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I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,



Omar Izfar

Engineering

CITY OF CONROE

Est. 1904

REQUEST FOR WATER & SEWER AVAILABILTY

Date: 11/20/2024 (PRINT LEGIBLY)

Requested By: Patrick Strong

Phone: (936)-441-7833

Email Address: pstrong@bleylengineering.com

PROPOSED PROJECT INFORMATION

Address or Tax Parcel ID Number of Property: 44805

Project Name: Clopton Farms Section 6

Provide a location map using the City of Conroe Map Books located on the city website: https://www.cityofconroe.org/departments/geographic-information-system-gis-/map-books

Anticipated Flow - This should be shown as in gpd of average daily demand. **Reference Page 2 of this request form for Service Unit Equivalent Table to calculate the gpd.**

Water: 30,600 GPD

Sewer: 18,700 GPD

Proposed Development Number: 42 Proposed Development Type: Single-Family Residential

19.83 Total Acreage 68 Number of Lots 2 # of Reserves

0 Number of Units 0 Building Sq. ft.

Complete this form and email request to: Engineering@cityofconroe.org

OR

Complete this form and deliver request to:
Engineering Department
700 Metcalf St
Conroe, TX 77301

NOTE: This request is not for fire sprinkler purposes.
Completion of all fields is required. Incomplete request forms will not be accepted. It may take up to 20 business days to review this request. This letter is only valid for six months

CITY OF CONROE
ENGINEERING

700 Metcalf St. CONROE, TEXAS 77301 936-522-3100

2nd Submittal

☐ INITIAL SUBMITAL ☒ FOLLOW-UP SUBMITTAL ☐ REVISIONS TO APPROVED PLANS

DATE OF SUBMITTAL: 8-27-24 PERMIT # DP-24-010283

NAME OF PROJECT: Clopton Farms Phase 2 - Clearing, Grubbing, Mass Grading and Detention

☒ RESIDENTIAL PLANS ☐ COMMERCIAL PLANS ☐ FLOODPLAIN PERMIT

☐ MS4 PERMIT ☐ BASIC SITEWORK PERMIT

OWNER'S NAME, EMAIL: Tri Pointe Homes Texas Inc

Daniel Gillham daniel.gillham@tripointehomes.com

REPRESENTATIVE'S NAME, EMAIL: Bleyl Engineering

Patrick Strong pstrong@bleylengineering.com

☐ REJECTED _____ (DATE) ☐ CONDITIONALLY APPROVED _____ (DATE)

☒ FINAL APPROVAL 9-23-24 (DATE)

If 'Rejected" or 'Conditionally Approved' is checked, please see comment section below.

COMMENTS: _____

Initials of Reviewer: _____ 9-23-24 (Date)

Date Notified for Pick Up:

Emailed Notice 09 24 24

Received By: _____ (Date)

3 ENG

Bldg (Electronic)

CITY OF CONROE

Est. 1904

Request for Exception from City of Conroe's Temporary Moratorium

Project Name Westridge Cove, Section 4

Project Address North of LaSalle Ave. - Tax Parcel # 496956

Developer/Individual Tri Pointe Homes with Atty. Omar Izfar

Date of Denial Letter 04-08-2025 Date of Appeal 05-22-2025

Items Submitted

1. Appeal - from Atty Omar Izfar - Received 05-22-2025
2. City's Response Letter to Exception Letter - 04-01-2025
3. Email - Discussion of availability - 03-18-2025
4. Exception Letter from Bleyl Engineering - 11-20-2024
5. Request for Water & Sewer Availability - 11-20-2024
6.
7.

WILSON CRIBBS+ GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Shareholder
Direct: 713.547.8506
oizfar@wcglaw.com

May 22, 2025

VIA EMAIL & CERTIFIED MAIL RRR #9589-0710-5270-2795-5126-42
City of Conroe City Secretary
300 W. Davis Street
Conroe, Texas 77301
VIA EMAIL: citysecretary@cityofconroe.org

Norman McGuire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
VIA EMAIL: nmcguire@cityofconroe.org

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
VIA EMAIL: mgarner@cityofconroe.org

Re: Notice of appeal from City of Conroe temporary moratorium exemption denial letter for Westridge Cove, Section 4, a subdivision located on acreage out of the James Edwards Survey, A-189, and the Robert Marsh Survey, A-355, in the City of Conroe, in Montgomery County, Texas.

City Secretary, Director of Public Works and Interim City Attorney for the City of Conroe, Texas:

Tri Pointe Homes Texas, Inc. ("Tri Pointe") appeals the denial of a moratorium exemption for Section 4 of the Westridge Cove subdivision to City Council. Events leading to this point:

- **November 2020:** Tri Pointe begins construction of the Westridge Cove project.
- **December 10, 2020:** The City of Conroe ("City") promises to provide wastewater and water utility services to the Westridge Cove subdivision "as needed and required," through its Utility Functions Agreement with Municipal Utility District No. 147, and further agreed to provide wastewater and water services to Westridge Cove in exchange for Tri Pointe agreeing to have its land annexed by the City.

- **September 17, 2024:** Tri Pointe submits an application for exemption from the City's moratorium, attached as **Exhibit A,** in response to the City's development moratorium, which included the Westridge Cove project boundary.

- **October 2, 2024:** The City grants exemption letters for Westridge Cove Sections 1-3 but not for Section 4, attached as **Exhibit B.**

- **October 8, 2024:** Tri Pointe receives copies of the exemption letters for Sections 1-3 but is told that the City would not issue one for Section 4 due to sewer issues.

- **November 19, 2024:** Tri Pointe submits a moratorium exemption request for Section 4 of Westridge Cove Sectio, attached as **Exhibit C,** based on the City denying plan approvals for Westridge Section 4.

- **April 1, 2025:** The City officially denies Tri Pointe's exemption request for Section 4 in a letter attached as **Exhibit D.**

Tri Pointe now appeals to City Council in hopes that City Council will see reason. The entirety of the Westridge Cove project is legally entitled to connect to the City's wastewater and water system and is not subject to the moratorium. Sections 1-3 are already connected. The City has no legal basis for treating this one section of Westridge Cove differently than the others. Tri Pointe is requesting 134 water and sewer connections in total. That number comes out to be between 65-100 taps per year.

Tri Pointe expected that the City would approve the moratorium exemption letter for the entirety of Westridge Cove. I ask that you allow Tri Pointe to complete its development. Please consider that:

1. **Westridge Cove is entitled to permit approvals and connection to the City wastewater and water system because Westridge Cove is exempt from the moratorium as a matter of law.**

The Westridge Cove development has vested rights and is grandfathered. The City of Conroe is prohibited by law from enforcing the moratorium against the Westridge Cove project for reasons explained in Tri Pointe's original moratorium request, attached as **Exhibit A.** Accordingly, Tri Pointe is legally entitled to an exemption and to City Council granting this appeal.

2. **The City contractually promised Tri Pointe that it would provide wastewater and water service to Westridge Cove.**

The City induced Tri Pointe into annexing its land into the City in exchange for wastewater and water service pursuant to the City's Utility Functions Agreement with Municipal Utility District No. 147 and the Municipal Services Agreement with Tri Pointe, attached as **Exhibits E** and **F,** respectively.

3. Connecting to the City wastewater and water systems will not cause any capacity issues for the City.

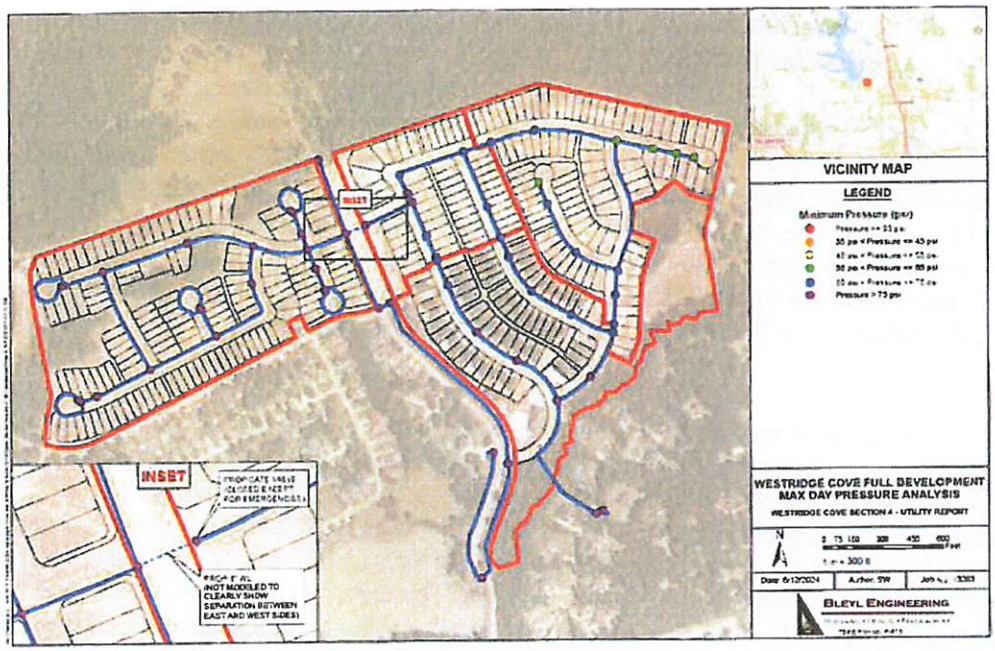
Bleyl Engineering found that the existing and proposed sewer lines within the entire Westridge Cove project have the capacity to accommodate current and ultimate buildout conditions for the entire Westridge Cove project. The engineering tests revealed that the proposed sanitary sewer line has a capacity to serve 359 lots, which is more lots than the completed Westridge Cove project will have. These sewer lines will convey wastewater to La Salle Avenue, and then ultimately to State Highway 105. The results and conclusions of the testing are found in Bleyl Engineering's Water and Utility Report for Westridge Cove Section 4, attached as **Exhibit G.**

In the absence of any conflicting data from the City, Bleyl Engineering's tests clearly showcase the capacity of the existing and proposed sewer lines within Westridge Cove to support the buildout of the project, in addition to over a dozen additional lots. The City Engineering Department has argued that buildout modeling of Westridge Cove shows surcharging occurring at manholes around the area between Wedgewood Parkway and James Way—along State Highway 105 and near Westridge Cove—but has not presented Tri Pointe with any evidence of this surcharging. The City has not specified which manholes in the described area were surcharging, the depth to which the surcharge was observed, and the dates the surcharging was witnessed.

Further, Bleyl Engineering tested the waterline connection at La Salle Avenue, where the connection to Section 4 of Westridge Cove will take place, and found that the La Salle Avenue connection is more than sufficient to provide water for Section 4 of Westridge Cove. The connection at La Salle Avenue for Section 4 maintains twice the water pressure required by the Texas Commission on Environmental Quality, and four times the water pressure of northern parts of the City, where developments are struggling with water concerns. These findings are attached as **Exhibit G.** The chart and aerial graph below show the results of Bleyl Engineering's tests:

Table 3.01 – WaterCAD Results

Scenario		Max Day Min. Pressure Range	Avg Day Min. Pressure Range	Fire Flow Available
Westridge Cove Full Development	Section 1	68 - 81 psi	69 - 82 psi	1,653 - 1,931 gpm
	Section 2	68 - 80 psi	69 - 81 psi	1,643 - 1,668 gpm
	Section 3	58 - 72 psi	59 - 73 psi	1,457 - 1,626 gpm
	Section 4	88 - 100 psi	89 - 101 psi	1,583 - 1,645 gpm



More specifically, this data shows:

- The max day minimum pressure range for each section of Westridge Cove never fell below 58 psi. This number is significant because max day pressure range analysis simulates demand over a 48-hour period that is 2.4 times the average demand.

- The range of numbers gathered from the max day minimum pressure range in Bleyl Engineering's report are well above 35 psi, which the Texas Commission on Environmental Quality states is the threshold for normal operating conditions in a water system.

The City Engineering Department seems to be relying on outdated or inaccurate capacity data by stating that the City is without capacity to serve Westridge Cove. The water pressure analysis performed by Bleyl Engineering defeats any capacity concerns the City has. City staff have also not provided Tri Pointe with any studies or reports that contradict this data.

Conclusion:

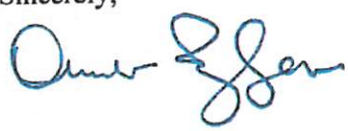
City Council has the opportunity to remedy Tri Pointe's concerns by reversing the denial and connecting Section 4 of Westridge Cove to the City's wastewater and water service. By granting the exemption, the City would be complying with state law and its legal obligations to Tri Pointe.

Tri Pointe urges the City Council to act on this appeal within 10 days of receipt, as is required under state law and the City's temporary moratorium. *See* Tex. Loc. Gov't Code § 212.137; City of Conroe Ordinance No. 2715-24 § 11.

Please be advised that Tri Pointe's request for the City to recognize Westridge Cove's exempt status through this appeal is delivered to you under protest, as state law already exempts Westridge Cove from application of the moratorium.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience as needed.

Sincerely,



Omar Izfar

EXHIBIT A

(Exemption Request Letter for Westridge Cove Sections 1-4)

WILSON CRIBBS+ GOREN

1233 W. Loop South, Ste. 800
Houston, TX. 77027
Main: 713.222.9000
www.wcglaw.com

OMAR IZFAR
Attorney at Law
Direct: 713.547.8506
oizfar@wcglaw.com

September 16, 2024

Michael Garner
Interim City Attorney for the City of Conroe, Texas
300 W. Davis Street,
Conroe, Texas 77301
Sent Via Email: **mgarner@cityofconroe.org**

Nancy Mikeska
Assistant City Administrator, Director of Community Development
300 W. Davis Street
Conroe, Texas 77301
Sent Via Email: **nmikeska@cityofconroe.org**

Norman McGuire
Director of Public Works, City of Conroe
300 W. Davis Street
Conroe, Texas 77301
Sent Via email: nmcguire@cityofconroe.org

Re: Notice of exception from the temporary moratorium enacted by the City of Conroe (the "City") on August 29, 2024, for Westridge Cove, Sections 1-4, subdivisions located on acreage out of the James Edwards Survey, A-189 and the Robert Marsh Survey, A-355, in the City of Conroe, in Montgomery County, Texas (the "Property").

Mr. Garner, Ms. Mikeska and Mr. McGuire:

Our firm represents Tri Pointe Homes Texas, Inc. ("Tri Pointe"), in connection with its development of the Property, which is located within the city limits of the City of Conroe and within Montgomery County Municipal Utility District No. 147. The four plats for the Property have been approved by the City of Conroe, and are attached to this letter as Exhibit "A."

The City enacted a 120-day moratorium on August 29, 2024, which applies to the acceptance and processing of all applications for property development permits and the issuance of property development permits related to specific construction and land development activities (the "Moratorium"). I am writing to provide notice that the continued development of the Property cannot be impacted by the Moratorium as a matter of law. Please be advised that Tri Pointe's request for the City to recognize the Property's excepted status is delivered to you under protest, as state law already excepts the Property from application of a moratorium.

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Westridge Cove project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. The Property is "approved for development," and is exempt from application of the Moratorium.

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). A moratorium enacted to prevent a shortage of essential public facilities that affects approved development is invalid. The meaning of "approved for development" under the state moratorium statute, Subchapter E, Chapter 212, Tex. Loc. Gov't Code, is clarified by the Texas Supreme Court in the *City of Lorena* case, where it held that "approved for development" means property that is approved for either construction or subdivision platting and therefore not subject to a subsequent moratorium.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under the state moratorium statute. The Court stated clearly that property approved for development does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. The Property is "approved development" under the state moratorium statute, and the Property obtained this distinction before the enactment of the moratorium on August 29, 2024. I would appreciate your assistance in applying the holding of this case to the Property.

2. **The Westridge Cove project is grandfathered against subsequent changes in the City's regulations, which exempts the Property from application of the Moratorium.**

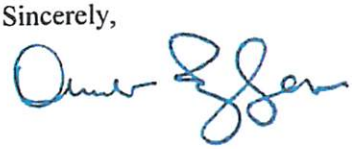
The ordinances and regulations in place upon the filing of an application for the first permit in a series of permits required for a project, are the ordinances and regulations that apply for all subsequent permits required to complete the project. *See* Tex. Loc. Gov't Code § 245.002(b). The Property qualifies as a "project" under Chapter 245, and the previous plats, all of which have been approved by the City prior to the enactment of the moratorium, qualify as a "permit" under Chapter 245. A series of permits is required to fully develop a project such as the Property. As such, subsequent approvals required for any section in Westridge Cove must be considered by the City in accordance with regulations in place when the City first received a development application for Westridge Cove. My understanding is that the City has taken the position that the Westridge Cove development is not eligible to be served with water service in all four sections, and sanitary sewer service for section 4. This position is legally at odds with the limitations on municipal authority established by Chapter 245 and the limitations on application of a moratorium under Chapter 212, Texas Local Government Code. The City must process permit applications for the Property and approve utility connections for individual lots in the Property in accordance with development regulations in place when the fist development application was received, prior to the adoption of a moratorium.

Under the City's Moratorium ordinance, the City should consider the Property as both an "Ongoing Project" and a "Grandfathered Project," for the reasons explained in sections 1 and 2 above, respectively. Any compliance with exception procedures through the City is, again, done under protest, as Tri Pointe is exempt from the Moratorium for reasons stated above, without having to apply for an exception through the City.

As a practical matter, my understanding is that Tri Pointe intends to construct approximately 8 to 10 homes per month over the next 12-18 months, and therefore, my hope is that it will not be overly burdensome for the City to grant these utility connections consistent with its obligations under state law.

I greatly appreciate your time and attention to this matter. Please contact me to discuss this issue at your convenience.

Sincerely,



Omar Izfar

EXHIBIT B

(Exemption Approval Letters for Westridge Cove Sections 1-3)

Engineering

CITY OF CONROE

Est. 1904

October 02, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Westridge Cove Section 1

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Westridge Cove Section 1 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

October 02, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Westridge Cove Section 2

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Westridge Cove Section 2 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

October 02, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Westridge Cove Section 3

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Westridge Cove Section 3 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

EXHIBIT C

(November 19, 2024, Exemption Request for Westridge Cove Section 4)

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 6, 2024

Mr. Greg Hall
City of Conroe
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Westridge Cove Section 4
Bleyl Project No: 13283

City of Conroe:

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Westridge Cove Section 4 development. A summary supporting the moratorium exception request is attached and outlined below:

- Westridge Cove Section 4 has vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Westridge Cove Section 4 has previously received permits for construction work within the section. Mass grading, detention and drainage improvements in Section 4 were completed under the City approved permit DP-21-009746.
- Westridge Cove Section 4 is considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plat for Westridge Cove Section 4 was approved by the City of Conroe on September 15, 2022.
- A plat extension for Westridge Cove Section 4 was granted by the City of Conroe on June 20, 2024. The plat extension timeline for the development applies through March 15, 2025.
- On September 16, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Westridge Cove Development, encompassing Sections 1-4. Approval letters were granted for Sections 1-3 by the City on October 2, 2024.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Westridge Cove Section 4 development. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong, PE
Bleyl Engineering

EXHIBIT D

(Moratorium Exemption Request Denial Letter for Westridge Cove Section 4)

Engineering

CITY OF CONROE

Est. 1904

April 1, 2025

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Westridge Cove Section 4 – R496956, Conroe, TX 77304

To Whom It May Concern:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Westridge Cove Section 4. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Sr. Assistant City Engineer

cc: file

EXHIBIT E

(City of Conroe Utility Functions Agreement with Municipal Utility District No. 147)

UTILITY FUNCTIONS AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT made and entered into as of the date herein last specified, by and between the CITY OF CONROE, TEXAS (the "City"), a municipal corporation and home-rule city located in Montgomery County, Texas, and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147 (the "District"), created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the District was created within the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities and services (as more fully defined below, the "Facilities"), to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Local Government Code Section 552.014, as amended, the City and the District may enter into an agreement under the terms of which (i) the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to serve lands being developed within and near the boundaries of the District and, (ii) in order to enhance the economic feasibility of the District and more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City will provide water supply and wastewater treatment capacity to the District in consideration of the District's financing, acquisition, and construction of the Facilities; and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each;

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Administrator" shall mean the City Administrator of the City.

"Consent Resolution" shall mean Conroe City Council Ordinance No. 2490-19 dated October 8, 2019, consenting to the creation of the District and establishing terms and conditions applicable to the District's creation.

"Developer" shall mean Trendmaker Homes, Inc., or its replacement, successor or assignee.

"District" shall mean Montgomery County Municipal Utility District No. 147, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 88.093 acres of land situated wholly within the City, as described in Exhibit "A" attached hereto, and any land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the

Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Engineers" shall mean Bleyl Engineering, consulting engineers, or its replacement, successor or assignee.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Facilities" shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, and drainage systems and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible, as long as it meets City requirements.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply as needed and required by the District, and same shall be provided without capital charges of any kind. The District shall connect to the City's water supply system at the point(s) designated by City. The District may make one or more connections to such water mains; provided, however, that any connection to the water mains must be supervised by a City engineer.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service areas of the City of Conroe Treatment Plant. The City represents that it has sufficient capacity in the City of Conroe Treatment Plant to serve the development of the District as needed and required by the District. In the event that the City of Conroe Treatment Plant does not

have sufficient capacity to serve the development in the District as needed, the City agrees to make any necessary improvements to the City of Conroe Treatment Plant, at no cost to the District, in order to serve the development in the District.

2.04 Wastewater Connections. The District may construct multiple connections between the District's sanitary sewer collection system and the existing City trunk lines located adjacent to the property, the locations of which shall be mutually agreed upon by the District and the City Engineer (the "Wastewater Points of Discharge"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

(1) the City has inspected the connection and premises and has issued a building permit for that connection; and

(2) all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a plan, plat or replat filed with and finally approved by the City Planning Commission of the City of Conroe and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no plan, plat or replat is required by applicable State statutes, City ordinances or City Planning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City of Conroe Treatment Plant.

2.06. Offsite Line Extensions to Connect to City Utilities. Where offsite extensions are necessary to connect the District facilities to the City's water supply and wastewater collection facilities the Developer or the District shall be responsible for the construction of the connecting lines. Where oversizing of the connecting facilities is required the City shall be responsible for that portion of the cost attributable to oversizing.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are acquired and constructed, the District shall convey the same to the City, reserving, however, a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

3.02. Operation by the City. As construction of each phase of the Facilities is

completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels located within the District.

3.03. Rates and Meters. The City shall bill and collect from customers of the Facilities and shall from time to time fix such rates and charges for such customers of the Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Facilities will be equal and uniform to those charged other similar classifications of users in non- municipal utility district areas of the City. All revenues from the Facilities shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters with the individual customers.

3.04. Connection Charges. Subject to Sections 2.02 and 2.04 herein, the City may impose tap or connection fees for connection to the Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property Outside District Boundaries. The District shall not be authorized to exercise the power of eminent domain to acquire property that is located outside the boundaries of the District without the approval of the City.

ARTICLE IV
FINANCING OF FACILITIES

4.01 District Bonds. The District shall have the authority to issue, sell and deliver Bonds for the purposes and upon the terms and conditions as provided in the Consent Resolution and the District's authorizing legislation.

4.02. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City.

4.03. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

4.04. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

4.05. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE V
DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the District's Facilities have been developed; and

2. The developer(s) Facilities has/have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI
REMEDIES IN EVENT OF DEFAULT

6.01 Default by Either Party. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits.

7.02. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the

obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.03. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.04. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Administrator
City of Conroe
P.O. Box 3066
Conroe, Texas 77305-3066

If to the District, to:

Montgomery County Municipal Utility District No. 147
c/o Coats Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Mallory Craig

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.05. **Assignability**. This Agreement may be assigned by either party upon notice in writing to the other party; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement to the nonassigning party.

7.06. **No Additional Waiver Implied**. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.07. **Reservation of Rights**. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.08. **Parties in Interest**. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.09. **Merger**. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

7.10. **Captions**. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

7.11. **Interpretations**. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.12. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.13. **No Allocation Agreement**. The Parties acknowledge and agree Texas Water Code Section 54.016(f) is not applicable to the District and that this Agreement is not and shall not be interpreted as an "allocation agreement" as such term is defined in Section 54.016(f). The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the

District.

7.14. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of forty (40) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, effective on December 10, 2020.

THE CITY OF CONROE, TEXAS

Mayor

ATTEST/SEAL:

~~City Secretary~~ Deputy City Secretary

APPROVED AS TO FORM:

City Attorney

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 147

By: Rodger Sawyer
Name: Rodger Sawyer
Title: President, Board of Directors

Date: 12-17-2020

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 17th day of December, 2020, by Rodger Sawyer, President of the Board of Directors of the Montgomery County Municipal Utility District No. 147, on behalf of said entity.

LINDSAY SMITH
Notary Public, State of Texas
Comm. Expires 09-21-2022
Notary ID 125971270

Lindsay Smith
Notary Public, State of Texas
Printed Name: Lindsay Smith
My Commission Expires: 9/21/2022

(SEAL)

JEFFREY MOON & ASSOCIATES INC
LAND SURVEYORS
www.moonsurveyors.com
P.O. Box 2501
Conroe, Texas 77305
(936)756-5266 Fax (936)756-5281

October 15, 2013

BEING 55.369 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355, THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS SAID 55.369 ACRES BEING OUT OF THE WESLIE R. MARKS 210.3078 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9223195, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 55.369 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a ½" iron pipe found for the most Northerly corner of the said 210.3078 acre tract, in a South line of the Conroe Venture Ltd; 410.539 acre tract of land, (Conroe Tract 4) deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records;

THENCE S. 74° 17' 38" E., along the Northeast line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract, for a distance of 985.33 feet to a 5/8" iron rod found for the Northeast corner of the herein described tract, the Northwest corner of the Pierre G. Mulacek and wife Suzee 6.00 acre tract of land deed of which is recorded under County Clerk's File Number 9554950, Montgomery County Real Property Records, from whence a ½" iron rod found for the East corner of the 210.3078 acre tract bears S. 74° 17' 38" E., 333.73 feet;

THENCE S. 17° 24' 18" W., along the West line of the said 6.00 acre tract for a distance of 548.96 feet to a 5/8" iron rod found for corner;

THENCE S. 06° 15' 16" E., continuing along said West line, passing at 372.48 feet a 5/8" iron rod set for reference and continuing in all for a distance of 397.48 feet to the Lower Northeast corner of the herein described tract, in the centerline of a creek, same being the Westerly line of Willowridge Estates, Section 2, a Subdivision map of which is recorded in Cabinet D, Sheet 35B, Montgomery County Map Records, same being the Southeast line of the said 210.3078 acre tract;

THENCE in a Southerly direction with said centerline, the Westerly line of Willowridge Estates, Section 2, the Westerly line of Willowridge Estates, Section 3, (Cab. D, Sht. 36B, M.C.M.R.) as follows;

1. S. 87° 09' 06" W., 85.39 feet,
2. S. 44° 02' 00" W., 48.96 feet,
3. N. 58° 14' 36" W., 17.43 feet,
4. S. 79° 10' 59" W., 27.07 feet,
5. S. 27° 14' 07" W., 27.53 feet,
6. S. 75° 06' 44" W., 40.89 feet,
7. N. 49° 30' 04" W., 31.06 feet,

EXHIBIT A

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8. S. 07° 50' 39" E., 48.09 feet,
9. N. 85° 40' 09" W., 101.99 feet,
10. S. 19° 18' 28" E., 70.95 feet,
11. S. 77° 49' 55" W., 45.75 feet,
12. S. 35° 18' 07" W., 34.72 feet,
13. S. 15° 47' 47" W., 46.61 feet,
14. S. 47° 04' 22" W., 39.76 feet,
15. S. 09° 40' 20" W., 45.88 feet,
16. S. 49° 38' 16" W., 52.53 feet,
17. S. 76° 03' 48" W., 28.51 feet,
18. S. 51° 10' 04" W., 48.90 feet,
19. N. 89° 26' 07" W., 44.20 feet,
20. S. 31° 31' 38" W., 21.54 feet,
21. S. 19° 03' 26" W., 21.26 feet,
22. S. 59° 11' 37" W., 40.65 feet,
23. S. 74° 10' 41" W., 59.64 feet,
24. S. 77° 24' 10" W., 33.56 feet,
25. S. 48° 38' 25" W., 43.57 feet,
26. S. 15° 44' 03" W., 101.76 feet,
27. S. 33° 43' 48" E., 24.11 feet,
28. S. 71° 07' 40" W., 47.25 feet,
29. S. 08° 48' 43" E., 50.87 feet,
30. S. 60° 01' 49" W., 46.58 feet,
31. S. 10° 23' 18" W., 60.72 feet,
32. S. 38° 01' 09" W., 26.25 feet,
33. S. 04° 55' 35" E., 18.79 feet,
34. S. 20° 16' 28" W., 46.42 feet,
35. S. 45° 15' 26" W., 114.00 feet,
36. S. 88° 37' 11" W., 24.76 feet,
37. S. 24° 58' 26" W., 49.04 feet,
38. S. 27° 36' 23" W., 23.09 feet,
39. S. 50° 25' 58" W., 77.59 feet,
40. S. 01° 31' 17" E., 158.07 feet to the Southeast corner of the 210.3078 acre tract, the Southeast corner of the herein described tract;

THENCE S. 75° 38' 38" W., along the South line of the 210.3078 acre tract passing at 3.81 feet a 5/8" iron rod found for reference and continuing in all for a distance of 94.94 feet to a 5/8" iron rod found with a plastic cap stamped COC for the Southeast corner of the City of Conroe 1.461 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000763, Montgomery County Real Property Records;

THENCE N. 45° 28' 08" W., along the East line of the said 1.461 acre tract for a distance of 46.96 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the above mentioned East line along said curve to the right having a radius of 87.59 feet, a central angle of 51° 05' 30", for an arc length of 78.11 feet, chord bears N. 03° 53' 14" W., 75.54 feet to a 5/8" iron rod set for the end of curve;

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THENCE N. 22° 49' 05" E., continuing along said East line for a distance of 301.34 feet to a 5/8" iron rod set for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said East line, along said curve to the left having a radius of 420.00 feet, a central angle of 66° 27' 59", for an arc length of 487.22 feet, chord bears N. 10° 23' 13" W., 460.36 feet to a 5/8" iron rod set for the end of curve;

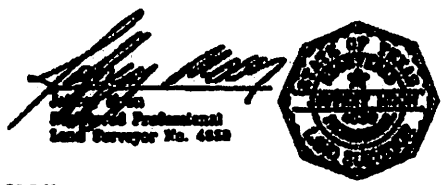
THENCE N. 43° 35' 28" W., continuing along the said East line for a distance of 443.44 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the said East line along said curve to the right having a radius of 430.00 feet, a central angle of 24° 32' 07", for an arc length of 184.14 feet, chord bears N. 31° 27' 19" W., 182.73 feet to a 5/8" iron rod found with a plastic cap stamped COC for the end of curve;

THENCE N. 19° 07' 00" W., continuing along said East line passing at 61.03 feet a 5/8" iron rod found with a plastic cap stamped COC for the Northeast corner of the said 1.461 acre tract, the East corner of the City of Conroe 1.820 acre tract deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records and continuing in all along the Easterly line of the 1.820 acre tract for a distance of 849.88 feet to a 5/8" iron rod set for its' North corner, the Northwesterly corner of the herein described tract, in the North line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract;

THENCE N. 75° 03' 44" E., along the above mentioned lines for a distance of 1,076.06 feet to the POINT OF BEGINNING and containing in all 55.369 acres of land.

This description is based upon a Land Title Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated October 15, 2013. Bearings are based upon the deed call Northeast line of the 210.3078 acre tract;



Registered Professional
Land Surveyor No. 4852

55.369acre

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JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com

September 23, 2019

BEING 32.724 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355 AND THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS, SAID 32.724 ACRES BEING OUT OF THE RODRIGUEZ FAMILY TRUST 210.3078 ACRE TRACT OF LAND, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2013-098325, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 32.724 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped "COC" for the Northeast corner of the herein described tract of land, the West corner of the City of Conroe 1.820 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records, in the South line of Conroe Venture LTD 410.539 acre tract of land deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records ;

THENCE S. 19° 07' 00" E., along the Southwest line of said 1.820 acre tract of land for a distance of 796.87 feet to a 5/8" iron rod found at the South corner of said 1.820 acre tract of land, in the North line of La Salle Crossing, (60 foot Right of Way per Cabinet "C", Sheet 1, M.C.M.R.) for the Southeast corner of the herein described tract of land;

THENCE S. 71° 07' 56" W., along the North line of the above mentioned La Salle Crossing for a distance of 25.10 feet to a 5/8" iron rod found at the beginning of a curve to the right;

THENCE in a Southwesterly direction continuing along said North line and along said curve to the right having a radius of 270.00 feet, a central angle of 14° 28' 21", for an arc length of 68.20 feet, chord bears S. 78° 00' 30" W., 68.02 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve;

THENCE S. 85 32' 49" W., continuing along said North line for a distance of 49.93 feet to a 5/8" iron rod found at the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with said North line, along said curve to the left having a radius of 330.00 feet, a central angle of 18° 20' 28" for an arc length of 105.64 feet, chord bears S. 76° 09' 01" W., 105.19 feet to a 5/8" iron rod found at the end of curve;

THENCE S. 67° 01' 40" W., continuing along said North line of La Salle Crossing for a distance of 113.00 feet to a fence post at the Southeast corner of the Montgomery County M.U.D. Number 42 0.144 acre tract of land, deed of which is recorded under County Clerk's File Number 9034501, Montgomery County Real Property Records;

THENCE N. 22° 58' 20" W., leaving said North line of La Salle Crossing and along the East line of the above mentioned 0.144 acre tract of land for a distance of 85.00 feet to a fence post at its' Northeast corner;

THENCE S. 67° 01' 40" W., along the North line of said 0.144 acre tract of land for a distance of 74.00 feet to a fence post at its' Northwest corner;

THENCE S. 22° 58' 20" E., along the West line of said 0.144 acre tract of land for a distance of 85.00 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at its' Southwest corner on the above mentioned North line of La Salle Crossing;

THENCE S. 67° 01' 40" W., along the North line of La Salle Crossing for a distance of 1,124.05 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found for the beginning of a curve to the right;

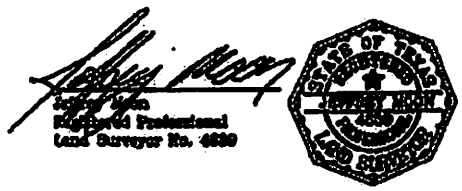
THENCE in a Northwesterly direction continuing along said North line, along said curve to the right having a radius of 340.00 feet, a central angle of 46° 19' 02", an arc length of 274.56 feet, chord bears N. 89° 48' 50" W., 267.43 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve being the Southwest corner of the herein described tract;

THENCE departing the North line of LaSalle Crossing and across the said 210.3078 acre tract the following seven (7) calls:

1. N. 06° 42' 30" E., 85.54 feet to a set 5/8" iron rod;
2. N 13° 47' 09" E., 153.50 feet to a set 5/8" iron rod;
3. N. 06° 51' 56" W., 284.23 feet to a set 5/8" iron rod;
4. N. 06° 36' 44" W., 168.18 feet to a set 5/8" iron rod;
5. N. 02° 50' 18" W., 68.67 feet to a set 5/8" iron rod;
6. N. 01° 17' 13" W., 101.94 feet to a set 5/8" iron rod;
7. N. 23° 51' 40" E., 86.14 feet to a set 5/8" iron rod in the North line of said Rodriguez Family Trust 210.3078 acre tract, the South line of Conroe Venture LTD 410.539 acre tract, being the Northwest corner of the herein described tract

THENCE N. 75° 03' 44" E., along said North line for a distance of 1483.48 feet to the POINT OF BEGINNING and containing in all 32.724 acres of land.

Bearings are based upon the deed call Northeast line of the 210.3078 acre tract.



Registered Professional
Land Surveyor No. 4830

32.758Ac

EXHIBIT F

(City of Conroe and Tri Pointe Municipal Services Agreement)

Nancy S. Mikeska
Director
300 W. Davis, Suite 530
P.O. Box 3066
Conroe, Texas 77305
(936) 522-3600
Fax: (936) 522-3064

CITY OF CONROE
COMMUNITY DEVELOPMENT

Adam France
City Planner
300 W. Davis, Suite 530
P.O. Box 3066
Conroe, Texas 77305
(936) 522-3608
Fax: (936) 522-3064

April 24, 2020

TRENDMAKER HOMES INC
16340 PARK TEN PL #STE 250
HOUSTON, TX 77084-5143

Montgomery Central Appraisal District Account No(s) & Legal Description:

0355-00-01416
R496956
A0355 – Marsh Robert, TRACT 14-A, 14A-4, ACRES 87.806

Dear Property Owner:

The City of Conroe, Texas is considering annexation of certain territory in its extraterritorial jurisdiction that includes the property identified by the above referenced Montgomery Central Appraisal District (MCAD) tax account number(s) and the attached legal description. The City is considering this annexation based on a request made by you, or on your behalf, for the City to annex the property into the legal boundaries of the City of Conroe. According to the records of the Appraisal District you are the owner of the property and it is currently appraised for agricultural or wildlife management use or as timber land.

Texas Local Government Code § 43.035 requires that the City offer to make a Development Agreement with you that would guarantee the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the municipality that does not interfere with the use of the area for agriculture, wildlife management or timber.

If your property does not have a current Development Agreement, please consider this the City of Conroe's official offer to enter into a Development Agreement with you however; if you choose to do so, that would end the City's effort to annex your property at this time. If you wish the City to continue the Annexation Process, you must decline the City's offer to enter into a Development Agreement.

Please follow the instructions below indicating your desire to either, 1) enter into a Development Agreement and stop the annexation process, or 2) decline the offer to enter into a Development Agreement and move forward with the requested annexation process, or 3) request the annexation process to continue subject to any consequences to an existing Development Agreement.

INSTRUCTIONS:

Option 1
If you do not have a current Development Agreement and you wish to enter into a Development Agreement and stop the annexation process: Sign Option 1 on the enclosed sheet requesting a Development Agreement and return it to:

City of Conroe
Community Development
Attn: Nancy S. Mikeska
300 W. Davis Ste. 530
Conroe, TX 77301

A Development Agreement will be drafted and sent to you for your consideration at a later time.

Option 2
If you do not have a current Development Agreement, and you do not wish to enter into a Development Agreement, because you are requesting to be annexed into the City: Sign Option 2 on the enclosed sheet declining a Development Agreement, sign two copies of the Service Agreement and return all 3 documents to:

City of Conroe
Community Development
Attn: Nancy S. Mikeska
300 W. Davis Ste. 530
Conroe, TX 77301

The City will execute the Service Agreements and return an original to you for your records. The annexation process will continue and public notice will be given.

Option 3
To continue with voluntary annexation: Sign Option 3 on the enclosed sheet, and sign two copies of the Service Agreement. Return all 3 documents to:

City of Conroe
Community Development
Attn: Nancy S. Mikeska
300 W. Davis Ste. 530
Conroe, TX 77301

The City will execute the documents and return an original to you for your records. The annexation process will continue and public notice will be given.

If we do not receive your signed documents within ten (10) days of the date of this letter we will assume that you do not wish for the annexation process to continue and your tract of property will be removed from our annexation process.

If you have questions please contact Adam France, City Planner, at 936-522-3608 or afrance@cityofconroe.org.

Sincerely,

Nancy Mikeska
Director

Attachment: Request to Annex
Map
Legal Description
Documents for Signature

300 W. Davis Ste. 550 | P.O. Box 3066 | Conroe, TX 77305 | T: 936.522.3600 | www.cityofconroe.org
nmikeska@cityofconroe.org

Nancy S. Mikeska
Director
300 W. Davis, Suite 530
P.O. Box 3066
Conroe, Texas 77305
(936) 522-3600
Fax: (936) 522-3064

CITY OF CONROE
COMMUNITY DEVELOPMENT

Adam France
City Planner
300 W. Davis, Suite 530
P.O. Box 3066
Conroe, Texas 77305
(936) 522-3608
Fax: (936) 522-3064

Owner Name: _____
Property Description: _____
Legal Representiative: _____

Sign one option below and return this form to the City.

OPTION 1

There is no current Development Agreement on this property. The property is under a _____ exemption. I wish to enter into a Development Agreement with the City of Conroe and stop the annexation process for this property. I understand the City will draft an Agreement and send it to me at a later time.

_____ _____
Property Owner **Date**

_____ _____
Property Owner **Date**

OPTION 2

There is no current Development Agreement on this property. The property is under a _____ exemption. I DO NOT wish to enter into a Development Agreement with the City of Conroe and hereby decline the City's offer of such. I request the City move forward with the annexation of this property.

[signature] 5/18/2020
Property Owner **Date**

_____ _____
Property Owner **Date**

OPTION 3

There is, or was, a Development Agreement on this property. I am requesting the City to move forward with the annexation process.

_____ _____
Property Owner **Date**

_____ _____
Property Owner **Date**

VOLUNTARY PETITION FOR ANNEXATION
TO THE CITY OF CONROE, TEXAS

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Conroe, Texas (the "City"), is submitted by Rodriguez Family Trust (the "Landowner").

SECTION 1. The undersigned Landowner owns the approximately ~~87.758~~ 88.127 acres of real property, (the "Property") located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and not within the ETJ or corporate limit of any other town or city, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**, each attached hereto and made part hereof for all purposes.

SECTION 2. The City is a home-rule municipality of the State of Texas, located in Montgomery County.

SECTION 3. The Landowner herby petitions the City Council of the City to annex the Property into the corporate limits of the City.

SECTION 4. The Landowner hereby consents to the annexation of the Property into the corporate limits of the City.

RESPECTFULLY SUBMITTED THIS 07 day of October, 2019.

LANDOWNER:

RODRIGUEZ FAMILY ~~TRUST~~

By: _____
Name: John Rodriguez
Title: Trustee

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 07 day of October, 2019, by John Rodriguez, Trustee, of Rodriguez Family Trust, on behalf of said entity.

ROSA VERONICA JUAREZ
Notary Public, State of Texas
Comm. Expires 10-28-2021
Notary ID 128083606

(SEAL)

_____
Notary Public, State of Texas

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
P.O. Box 2301
Conroe, Texas 77305
(936)756-5266 Fax: (936)756-5281

October 15, 2013

BEING 55.369 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355, THE JAMES EDWARDS SURVEY, A -189, MONTGOMERY COUNTY, TEXAS SAID 55.369 ACRES BEING OUT OF THE WESLIE R. MARKS 210.3078 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9223195, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 55.369 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a ¾" iron pipe found for the most Northerly corner of the said 210.3078 acre tract, in a South line of the Conroe Venture Ltd; 410.539 acre tract of land, (Conroe Tract 4) deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records;

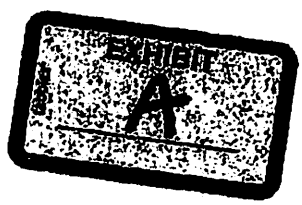
THENCE S. 74° 17' 38" E., along the Northeast line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract, for a distance of 985.33 feet to a 5/8" iron rod found for the Northeast corner of the herein described tract, the Northwest corner of the Pierre G. Mulacek and wife Suzee 6.00 acre tract of land deed of which is recorded under County Clerk's File Number 9554950, Montgomery County Real Property Records, from whence a ½" iron rod found for the East corner of the 210.3078 acre tract bears S. 74° 17' 38" E., 333.73 feet;

THENCE S. 17° 24' 18" W., along the West line of the said 6.00 acre tract for a distance of 548.96 feet to a 5/8" iron rod found for corner;

THENCE S. 06° 15' 16" E., continuing along said West line, passing at 372.48 feet a 5/8" iron rod set for reference and continuing in all for a distance of 397.48 feet to the Lower Northeast corner of the herein described tract, in the centerline of a creek, same being the Westerly line of Willowridge Estates, Section 2, a Subdivision map of which is recorded in Cabinet D, Sheet 35B, Montgomery County Map Records, same being the Southeast line of the said 210.3078 acre tract;

THENCE in a Southerly direction with said centerline, the Westerly line of Willowridge Estates, Section 2, the Westerly line of Willowridge Estates, Section 3, (Cab. D, Sht. 36B, M.C.M.R.) as follows;

1. S. 87° 09' 06" W., 85.39 feet,
2. S. 44° 02' 00" W., 48.96 feet,
3. N. 58° 14' 36" W., 37.43 feet,
4. S. 79° 10' 59" W., 27.07 feet,
5. S. 27° 14' 07" W., 27.53 feet,
6. S. 75° 06' 44" W., 40.89 feet,
7. N. 49° 30' 04" W., 31.06 feet,



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8. S. 07° 50' 39" E., 48.09 feet,
9. N. 85° 40' 09" W., 101.99 feet,
10. S. 19° 18' 28" E., 70.95 feet,
11. S. 77° 49' 55" W., 45.75 feet,
12. S. 35° 18' 07" W., 34.72 feet,
13. S. 15° 47' 47" W., 46.61 feet,
14. S. 47° 04' 22" W., 39.76 feet,
15. S. 09° 40' 20" W., 45.88 feet,
16. S. 49° 38' 16" W., 52.53 feet,
17. S. 76° 03' 48" W., 28.51 feet,
18. S. 51° 10' 04" W., 48.90 feet,
19. N. 89° 26' 07" W., 44.20 feet,
20. S. 31° 31' 38" W., 21.54 feet,
21. S. 19° 03' 26" W., 21.26 feet,
22. S. 59° 11' 37" W., 40.65 feet,
23. S. 74° 10' 41" W., 59.64 feet,
24. S. 77° 24' 10" W., 33.56 feet,
25. S. 48° 38' 25" W., 43.57 feet,
26. S. 15° 44' 03" W., 101.76 feet,
27. S. 33° 43' 48" E., 24.11 feet,
28. S. 71° 07' 40" W., 47.25 feet,
29. S. 08° 48' 43" E., 50.87 feet,
30. S. 60° 01' 49" W., 46.58 feet,
31. S. 10° 23' 18" W., 60.72 feet,
32. S. 38° 01' 09" W., 26.25 feet,
33. S. 04° 55' 35" E., 18.79 feet,
34. S. 20° 16' 28" W., 46.42 feet,
35. S. 45° 15' 26" W., 114.00 feet,
36. S. 88° 37' 11" W., 24.76 feet,
37. S. 24° 58' 26" W., 49.04 feet,
38. S. 27° 36' 23" W., 23.09 feet,
39. S. 50° 25' 58" W., 77.59 feet,
40. S. 01° 31' 17" E., 158.07 feet to the Southeast corner of the 210.3078 acre tract, the Southeast corner of the herein described tract;

THENCE S. 75° 38' 38" W., along the South line of the 210.3078 acre tract passing at 3.81 feet a 5/8" iron rod found for reference and continuing in all for a distance of 94.94 feet to a 5/8" iron rod found with a plastic cap stamped COC for the Southeast corner of the City of Conroe 1.461 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000763, Montgomery County Real Property Records;

THENCE N. 45° 28' 08" W., along the East line of the said 1.461 acre tract for a distance of 46.96 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the above mentioned East line along said curve to the right having a radius of 87.59 feet, a central angle of 51° 05' 30", for an arc length of 78.11 feet, chord bears N. 03° 53' 14" W., 75.54 feet to a 5/8" iron rod set for the end of curve;

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THENCE N. 22° 49' 06" E., continuing along said East line for a distance of 301.34 feet to a 5/8" iron rod set for the beginning of a curve to the left;

THENCE in a Northwesterly direction continuing with the said East line, along said curve to the left having a radius of 420.00 feet, a central angle of 66° 27' 59", for an arc length of 487.22 feet, chord bears N. 10° 23' 13" W., 460.36 feet to a 5/8" iron rod set for the end of curve;

THENCE N. 43° 35' 28" W., continuing along the said East line for a distance of 443.44 feet to a 5/8" iron rod found with a plastic cap stamped COC for the beginning of a curve to the right;

THENCE in a Northwesterly direction continuing with the said East line along said curve to the right having a radius of 430.00 feet, a central angle of 24° 32' 07", for an arc length of 184.14 feet, chord bears N. 31° 27' 19" W., 182.73 feet to a 5/8" iron rod found with a plastic cap stamped COC for the end of curve;

THENCE N. 19° 07' 00" W., continuing along said East line passing at 61.03 feet a 5/8" iron rod found with a plastic cap stamped COC for the Northeast corner of the said 1.461 acre tract, the East corner of the City of Conroe 1.820 acre tract deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records and continuing in all along the Easterly line of the 1.820 acre tract for a distance of 849.88 feet to a 5/8" iron rod set for its' North corner, the Northwesterly corner of the herein described tract, in the North line of the said 210.3078 acre tract, a South line of the said 410.539 acre tract;

THENCE N. 75° 03' 44" E., along the above mentioned lines for a distance of 1,076.06 feet to the POINT OF BEGINNING and containing in all 55.369 acres of land.

This description is based upon a Land Title Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated October 15, 2013. Bearings are based upon the deed call Northeast line of the 210.3078 acre tract;

Jeffrey Moon
Registered Professional
Land Surveyor No. 4839

STATE OF TEXAS
REGISTERED
JEFFREY MOON
4839
PROFESSIONAL
LAND SURVEYOR

55.369acre

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JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
TBPLS FIRM No 10112700
P.O. Box 2501, Conroe, Texas
(936) 756-5266
Fax (936) 756-5281

September 23, 2019

BEING 32.724 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-355 AND THE JAMES EDWARDS SURVEY, A-189, MONTGOMERY COUNTY, TEXAS, SAID 32.724 ACRES BEING OUT OF THE RODRIGUEZ FAMILY TRUST 210.3078 ACRE TRACT OF LAND, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2013-098325, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 32.724 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped "COC" for the Northeast corner of the herein described tract of land, the West corner of the City of Conroe 1.820 acre tract of land deed of which is recorded under County Clerk's File Number 2012-000764, Montgomery County Real Property Records, in the South line of Conroe Venture LTD 410.539 acre tract of land deed of which is recorded under County Clerk's File Number 9149317, Montgomery County Real Property Records ;

THENCE S. 19° 07' 00" E., along the Southwest line of said 1.820 acre tract of land for a distance of 796.87 feet to a 5/8" iron rod found at the South corner of said 1.820 acre tract of land, in the North line of La Salle Crossing, (60 foot Right of Way per Cabinet "C", Sheet 1, M.C.M.R.) for the Southeast corner of the herein described tract of land;

THENCE S. 71° 07' 56" W., along the North line of the above mentioned La Salle Crossing for a distance of 25.10 feet to a 5/8" iron rod found at the beginning of a curve to the right;

THENCE in a Southwesterly direction continuing along said North line and along said curve to the right having a radius of 270.00 feet, a central angle of 14° 28' 21", for an arc length of 68.20 feet, chord bears S. 78° 00' 30" W., 68.02 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve;

THENCE S. 85 32' 49" W., continuing along said North line for a distance of 49.93 feet to a 5/8" iron rod found at the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with said North line, along said curve to the left having a radius of 330.00 feet, a central angle of 18° 20' 28" for an arc length of 105.64 feet, chord bears S. 76° 09' 01" W., 105.19 feet to a 5/8" iron rod found at the end of curve;

THENCE S. 67° 01' 40" W., continuing along said North line of La Salle Crossing for a distance of 113.00 feet to a fence post at the Southeast corner of the Montgomery County M.U.D. Number 42 0.144 acre tract of land, deed of which is recorded under County Clerk's File Number 9034501, Montgomery County Real Property Records;

THENCE N. 22° 58' 20" W., leaving said North line of La Salle Crossing and along the East line of the above mentioned 0.144 acre tract of land for a distance of 85.00 feet to a fence post at its' Northeast corner;

THENCE S. 67° 01' 40" W., along the North line of said 0.144 acre tract of land for a distance of 74.00 feet to a fence post at its' Northwest corner;

THENCE S. 22° 58' 20" E., along the West line of said 0.144 acre tract of land for a distance of 85.00 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at its' Southwest corner on the above mentioned North line of La Salle Crossing;

THENCE S. 67° 01' 40" W., along the North line of La Salle Crossing for a distance of 1,124.05 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found for the beginning of a curve to the right;

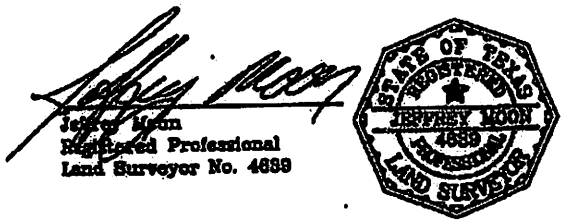
THENCE in a Northwesterly direction continuing along said North line, along said curve to the right having a radius of 340.00 feet, a central angle of 46° 19' 02", an arc length of 274.56 feet, chord bears N. 89° 48' 50" W., 267.43 feet to a 5/8" iron rod with a cap stamped "Jeff Moon RPLS 4639" found at the end of curve being the Southwest corner of the herein described tract;

THENCE departing the North line of LaSalle Crossing and across the said 210.3078 acre tract the following seven (7) calls:

1. N. 06° 42' 30" E., 85.54 feet to a set 5/8" iron rod;
2. N 13° 47' 09" E., 153.50 feet to a set 5/8" iron rod;
3. N. 06° 51' 56" W., 284.23 feet to a set 5/8" iron rod;
4. N. 06° 36' 44" W., 168.18 feet to a set 5/8" iron rod;
5. N. 02° 50' 18" W., 68.67 feet to a set 5/8" iron rod;
6. N. 01° 17' 13" W., 101.94 feet to a set 5/8" iron rod;
7. N. 23° 51' 40" E., 86.14 feet to a set 5/8" iron rod in the North line of said Rodriguez Family Trust 210.3078 acre tract, the South line of Conroe Venture LTD 410.539 acre tract, being the Northwest corner of the herein described tract

THENCE N. 75° 03' 44" E., along said North line for a distance of 1483.48 feet to the POINT OF BEGINNING and containing in all 32.724 acres of land.

Bearings are based upon the deed call Northeast line of the 210.3078 acre tract.



Jeffrey Moon
Registered Professional
Land Surveyor No. 4639

32.758Ac

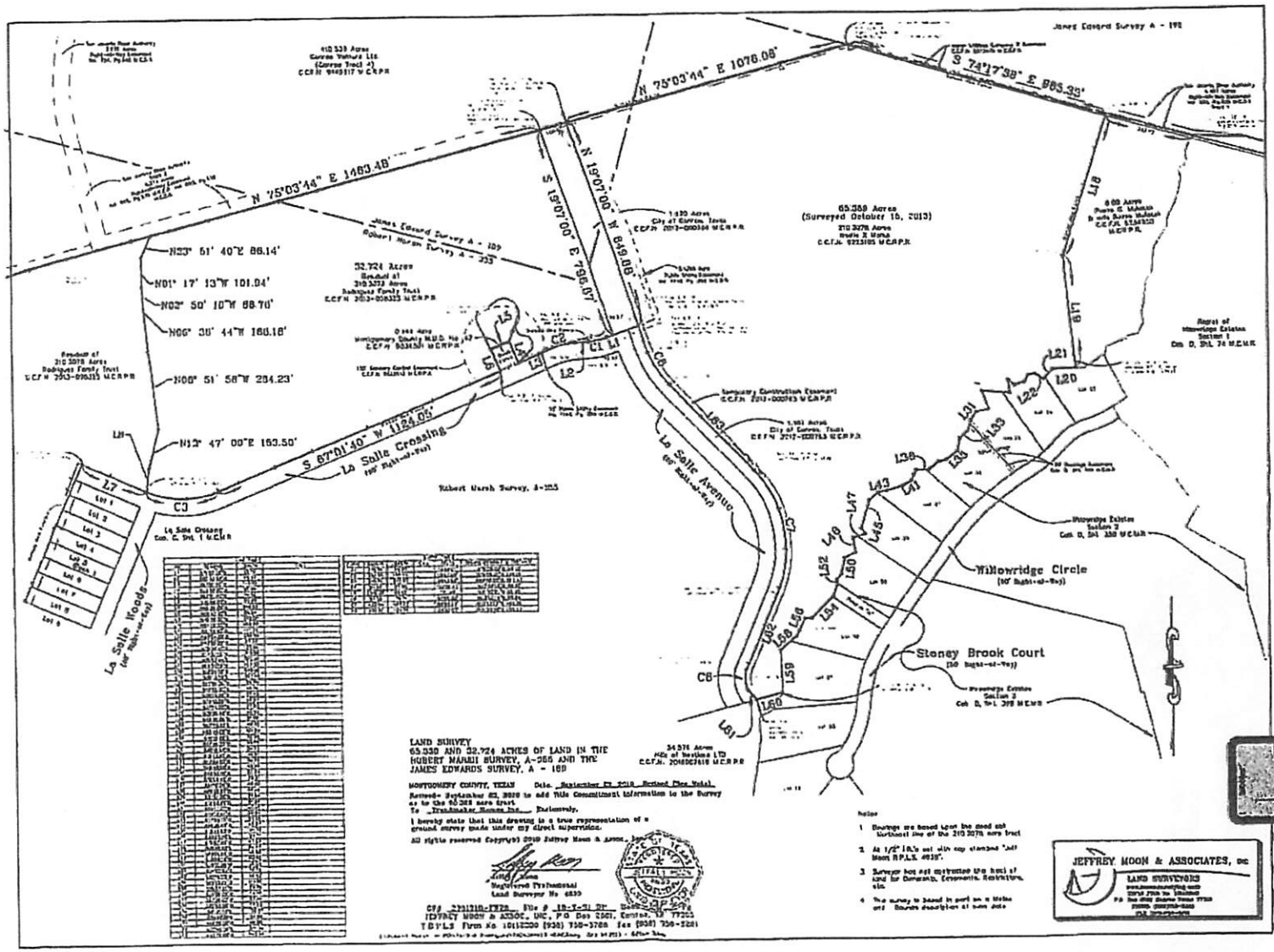
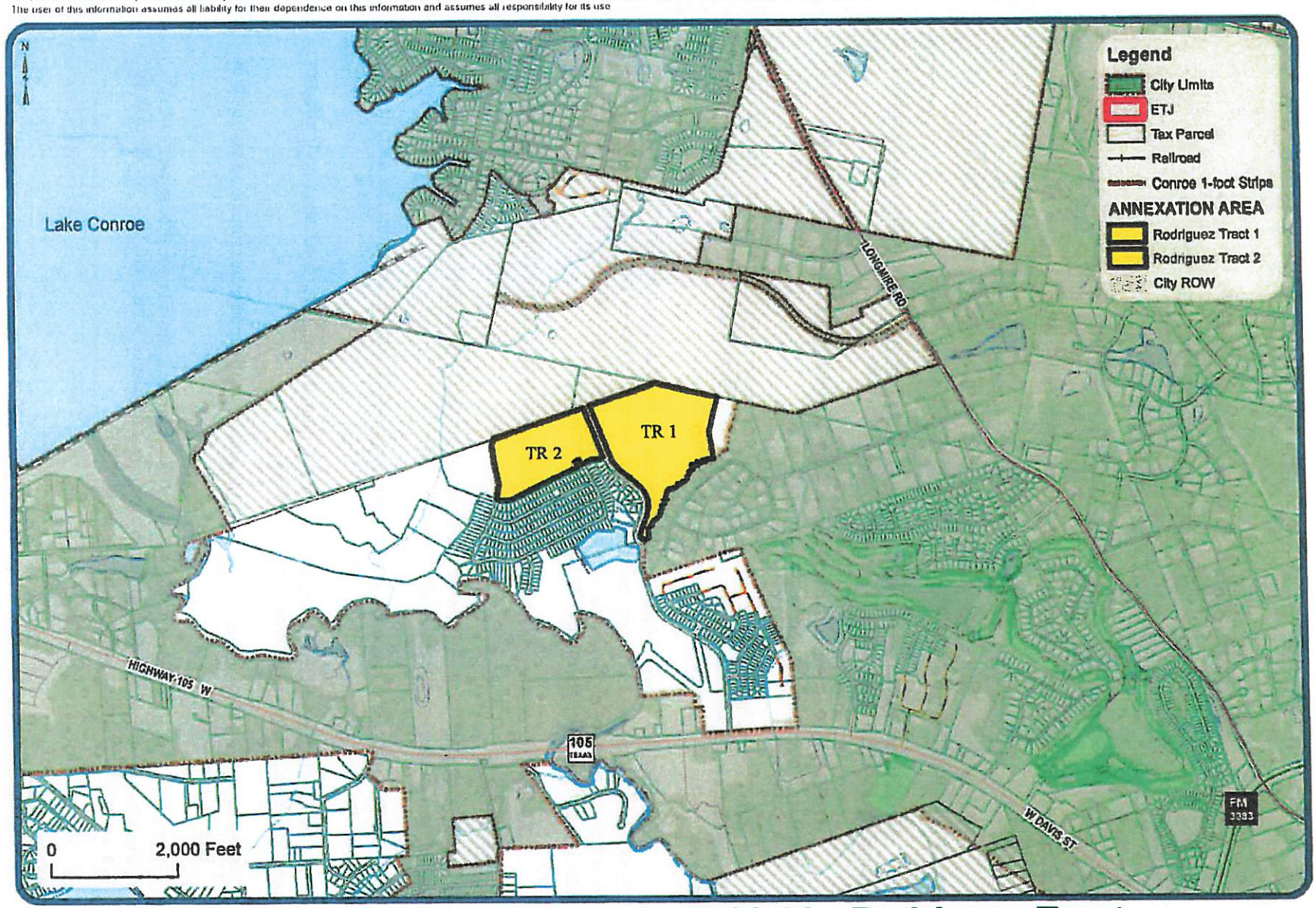

N 75°03'44" E 1076.08'
S 74°17'39" E 985.35'
N 75°03'44" E 1483.48'
N 15°07'00" W 849.08'
S 15°07'00" E 796.87'
N33° 51' 40"E 86.14'
N01° 17' 13"W 101.04'
N02° 50' 10"W 88.70'
N06° 30' 44"W 166.18'
N08° 51' 58"W 284.23'
N13° 47' 00"E 163.50'
S 67°01'40" W 1124.05'
La Salle Crossing
La Salle Avenue
La Salle Woods
Willowridge Circle
Stoney Brook Court
65.330 Acres
(Surveyed October 16, 2013)
32.724 Acres
Robert Marsh Survey, A-255
James Edward Survey A - 198
LAND SURVEY
65.330 AND 32.724 ACRES OF LAND IN THE
HUBERT MARSH SURVEY, A-255 AND THE
JAMES EDWARDS SURVEY, A - 198
MONTGOMERY COUNTY, TEXAS
Registered Professional
Land Surveyor No 6830
JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX 77305
TBPLS Firm No. 10122200 (936) 756-3788 Fax (936) 756-5281
JEFFREY MOON & ASSOCIATES, INC
LAND SURVEYORS

EXHIBIT B

The City of Conroe provides this information with the understanding that it is not guaranteed to be accurate, correct or complete. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness and timeliness of the materials presented. The City of Conroe assumes no liability for damages incurred directly or indirectly as a result of incomplete, incorrect or omitted information, even if the City is advised of the possibility that the information may not be accurate. The user of this information assumes all liability for their dependence on this information and assumes all responsibility for its use.



CITY OF CONROE, TEXAS
WWW.CITYOFCONROE.ORG

Figure 1 - 2020-03 - Rodriguez Tract
~ Tract 1 55.369 Ac. and Tract 2 32.724 Ac.
with ~ 2 Parcels ~ 0 Rooftops

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF CONROE, TEXAS AND

TRENDMAKER HOMES INC

This Municipal Services Agreement ("Agreement") is entered into on_____day of _____,_____by and between the City of Conroe, Texas, a home-rule municipality of the State of Texas, ("City") and TRENDMAKER HOMES INC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Montgomery County, Texas, which consists of approximately 87.806 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property.

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the execution of this Agreement is subject to approval by the Conroe City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property described and set forth in Exhibit A attached.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.**

a Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire –. The Conroe Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The Fire Department currently operates seven fire stations that are located on North Loop 336 East, East Foster Drive, Sgt. Ed Holcomb Blvd., Carter Moore Drive (N FM 3083 West), Walter Woodson Drive, Longmire Road, and Lake Conroe along SH 105 West. Each station responds to service calls within a primary zone but may be called upon to provide support within other areas of the City as necessary. The annexed area will initially be incorporated in the zones served by **Fire Station No. 5** on FM 3083 (Carter Moore Drive) and **Fire Station No. 7** at the intersection of League Line Road and Longmire Road. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations. Based on staffing, training, equipment, and cooperative agreements, should they be necessary, the City will provide quality fire service. Montgomery County Emergency Services District **No. 1 (ESD #1)** currently provides fire protection services to the area. After the area is annexed to Conroe, the City will require the ESD to remove the area from the territory of **ESD #1** immediately.

ii. Police – The City's Police Department will provide protection and law enforcement services. Law enforcement services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. No new patrol officers or patrol units are necessary as a result of this annexation and it is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the Conroe Police Headquarters located at 2300 Plantation Drive.

iii. Emergency Medical Services – The Montgomery County Hospital District currently provides EMS services throughout the County and will continue to provide those services for this area after annexation. Fire fighters may be dispatched to the scene of accidents or other medical emergencies to assist Hospital District EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

iv. Planning, Engineering, and Building – The City's Planning, Engineering, and Building Departments will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

v. Publicly Owned Parks, Facilities, and Buildings
Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any

private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefore.

In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

vi. Streets, Roads and Street Lighting - The City is not responsible for the maintenance of private streets or roads in the annexed area. The City will assume the responsibility for maintenance of public streets and roads previously accepted for maintenance by official action of the Commissioners Court of Montgomery County. Any such streets or roads formerly maintained by Montgomery County that become subject to City annexation will be maintained in a condition which is at least equal to the County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard. It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The City may accept the dedication of public streets constructed in accordance with applicable development regulations of the City and will thereafter be responsible for their maintenance.

vii. Water and Wastewater

1. Public water or wastewater facilities within the City's extraterritorial jurisdiction may be operated by water related special districts (units of government) or by privately owned retail utilities that are granted exclusive operating rights within a specified area. Upon annexation the City is required to assume the ownership and operation of the utility systems of water related special districts. The City is prohibited by law from providing water or wastewater utility services within areas in which another retail utility has been granted exclusive service rights. The City reserves the right to negotiate with the owners of such utility systems to acquire the service rights of such providers, however, nothing in this service plan shall be construed to obligate the city to provide water or sewer services within the territory of such providers. Subject to the City's standard policies on the extension of utility services, water and wastewater utility service to the annexed area is presently available from the City of Conroe. Water and sewer utility services will be provided within the annexed territory on the same basis as provided in other areas of the City served by its municipal water and sewer utility.
2. The City provides fee based water and wastewater services to the portions of the City which are not within an area served by another water or wastewater utility.

Water and wastewater services are generally only provided to lots that have been properly

subdivided or platted. The City may decline to provide service to any property that is not platted.

For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the City's standard requirements. Upon construction and dedication by the owner/developer the City agrees to provide services via the facilities and thereafter to maintain them.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law. The City provides fee based household garbage collection services to single family residences. The City does not collect garbage from most commercial establishments. Commercial garbage collection and disposal is available from any solid waste collection business within the City that is currently authorized to do so through a franchise agreement. Apartments and other multifamily buildings are considered commercial and must obtain collection services from one of these authorized companies. The City may, at its discretion, agree to provide service to small commercial establishments and small multifamily buildings that generate waste collection demands similar to a single-family residence. The City currently provides residential garbage collection and recycling for single-family residences at the street curb using a contract service provider. The current contract provider employs an automated collection system that requires use of a specific collection container. In accordance with the currently established policy, each household will be provided a collection container for waste disposal and recycling. Additional waste disposal containers may be obtained for a fee; however, up to three additional recycling containers may be obtained at no charge. Various waste management service providers may currently provide collection services within the annexed area on a contract basis with individual property owners. Upon the second anniversary of the effective date of annexation, providers shall be prohibited from the further provision within the proposed annexation's residential areas. Pending the expiration of such two year period, the City shall not apply any fee for solid waste management services or be required to provide solid waste collection services within the proposed annexation's residential areas. The City may commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

ix. Code Enforcement – The City's Code Enforcement Department will provide education, enforcements, and abatement relating to code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Administrator. Any reference to a

specific department also includes any subsequent City department that will provide the same or similar services.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Ordinance is within the sole jurisdiction of the City.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF CONROE

By: _____
Toby Powell
Mayor

TRENDMAKER HOMES INC

By: _____
Name: Joe Mandola
Title: President

Approved as to Form and Legality:

_____
City Attorney

Attest:

_____

City Secretary

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on the_____day of_____, 20__, by Toby Powell, Mayor of the City of Conroe, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of Harris §

This instrument was acknowledged before me on the 18 day of May, 2020 by Joe Mandola, President of [Name of individual signing, title (if any)] on behalf of said Trendmaker Homes [insert name of company or individual where applicable].

By: Lindsey Kucera

Notary Public, State of Texas

LINDSEY KUCERA
Notary ID #129614853
My Commission Expires
October 9, 2022

After Recording Return to:
City Secretary
City of Conroe
300 West Davis
Conroe, Texas 77301

EXHIBIT G

(Water and Sanitary Utility Report for Westridge Cove Section 4)

WATER AND SANITARY UTILITY REPORT

FOR

WESTRIDGE COVE SECTION 4

BLEYL PROJECT NO. 13283

IN

CONROE, TEXAS

JUNE 2024



PREPARED FOR:

TRI POINTE HOMES TEXAS, INC.
16340 Park Ten Place, Suite 250
Houston, TX 77084

PREPARED BY:

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

100 NUGENT STREET | CONROE, TX 77301
(O) 936.441.7833 | (F) 936.760.3833
TBPE FIRM NO. F-678

STATE OF TEXAS
SARA G. WINBERRY
146565
LICENSED
PROFESSIONAL ENGINEER

Sara Winberry
6/20/24

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Exhibits

A. Westridge Cove Section 4 Water and Sanitary Utility Overall Layout
B. Sanitary Sewer Distribution
C. Westridge Cove Full Development Max Day Pressure Analysis
D. Westridge Cove Full Development Average Day Pressure Analysis
E. Westridge Cove Full Development Fire Flow Available
F. Westridge Cove Full Development Peak Demand Table
G. Fire Hydrant Flow Tests

1) Introduction

Westridge Cove (formally known as La Salle) is a proposed residential development located within the City of Conroe. Full development includes 343 lots within Section 1, 2, 3 and the proposed Section 4.

Westridge Cove is separated into East and West Tracts by the extension of La Salle Avenue. Sections 1, 2, and 3 account for the East tract, with Section 1 containing 65 lots, Section 2 containing 51 lots, and Section 3 containing 94 lots. Utility construction for Westridge Cove Section 1, Section 2, and Section 3 have been completed. Wastewater from Section 1, Section 2, and Section 3 is collected in 8-inch sanitary sewer lines and conveyed west to the existing 18-inch sanitary sewer line along La Salle Avenue, which convey flows south to the existing sanitary sewer line along State Highway 105. Section 4 accounts for the West tract with a total of 134 homes.

Wastewater from Section 4 will be collected into 8-inch sanitary sewer lines throughout the proposed section. 48 lots within the eastern portion of Section 4 will be conveyed to the existing sanitary sewer main along La Salle Avenue where it will connect with the eastern side of the development at the existing Section 2 manhole "MH-6". The remaining 86 lots will be conveyed to the north to the existing public lift station located along the northern property boundary. Flows will then be pumped from the lift station and conveyed east towards La Salle Avenue where they will combine with all other existing and proposed flows from the development before being conveyed south to SH-105.

Water is provided by the City of Conroe at two connection points, Willowridge Circle and La Salle Avenue. Willowridge Circle supplies water to the east pressure plane of the development, while La Salle Avenue supplies water to the west pressure plane of the development. The two sides will be connected by a gate valve at the entrance to Section 2. This valve will always remain closed and painted red to allow for the two sides to operate on separate pressure planes and only opened in the event of an emergency.

The Westridge Cove development is served by a series of waterlines ranging from 4-inches to 8-inches within the sections, in addition to a proposed 12-inch trunk/main line providing water from the La Salle Avenue connection to the entrance of Section 4. Section 1, Section 2, and Section 3 are supplied from the Willowridge Circle connection point.

The purpose of this report is to show the proposed sanitary sewer and water designs have adequate capacity to serve Westridge Cove Section 4. The overall water and sanitary utility layout is provided in **Exhibit A.**

2) Sanitary Sewer Design Report

Wastewater from Westridge Cove is collected into a system of 8-inch collection lines throughout the development. Partial flows from the proposed Section 4 will be conveyed to an existing public lift station near the northern property boundary and pumped to the existing 18-inch sanitary line along La Salle Avenue. Flows from the east side are collected in a series of 8-inch sanitary sewer lines and conveyed to the existing 18-inch sanitary sewer line

along La Salle Avenue, ultimately conveying flow to the sanitary sewer line along State Highway 105.

Wastewater from approximately 30% of Westridge Cove Section 4 will be conveyed east within 8-inch collection lines to an existing 18-inch line along La Salle Avenue. Here, flows will combine with Section 2 and partial flow from Section 3 to leave the site at Section 2's MH-6. The remaining 70% of Section 4 will be conveyed north to the existing public lift station located along the northern property boundary. Flows will then be pumped from the lift station and conveyed east towards La Salle Avenue where they will be combined with all other existing and proposed flows from the development before being conveyed south to SH-105. An exhibit highlighting the location of these points and the proposed divide of gravity versus pumped area is provided as **Exhibit B**. All collection lines within Westridge Cove Section 4 will consist of 8-inch SDR 26 PVC pipe.

a) Analysis of Proposed Systems

Wastewater will be collected in 8-inch sanitary sewer lines throughout the development. This section will show calculations for total available capacity (80% maximum capacity) of an 8-inch sanitary sewer line at minimum slope (0.33%) and the estimated maximum number of connections that can be served to prove adequate capacity in the proposed sanitary sewer system for the proposed development.

i) Capacity of 8-inch Sanitary Sewer Line at S=0.335%

Manning's equation was used to calculate the capacity of the proposed 8-inch sanitary sewer collection line. The minimum slope of the collection line was designed at 0.335% according to City standards. Slopes of the proposed collection lines are either equal to or exceed 0.335%.

Capacity of Proposed 8-inch PVC @ S=0.33%

Manning's Equation Parameters

- n = 0.013
- Area = A = $\frac{\pi d^2}{4} = \frac{\pi(0.667^2)}{4} = 0.349\ ft^2$
- Hydraulic Radius = $\frac{A}{P_w} = \frac{d}{4} = \frac{0.667}{4} = 0.167\ ft$
- Slope = 0.0033 ft/ft

$$Q = \frac{1.486}{n} * A * {R_H}^{2/3} * S^{1/2}$$

$$Q = \frac{1.486}{0.013} * 0.349 * 0.167^{2/3} * 0.00335^{1/2} = 0.695\ cfs$$

$$\textbf{\textit{Total Available Capacity}} = 80\%\ \textbf{\textit{Maximum Capacity}}$$
$$= (0.695 * 0.8) = 0.556\ cfs$$

Maximum Allowable Connections

$$Total\ Peak\ Flow = 0.556\ cfs = 249.55\ gpm$$

$$Total\ Average\ Flow = \frac{249.55\ gpm}{4} = 62.388\ gpm = 89{,}838.720\ gpd$$

- 250 Gallons Per Day Per Lot (Single Family Dwelling)

$$\textbf{\textit{Residential}} = \frac{\mathbf{89{,}838.720\ gpd}}{\mathbf{250\ \frac{gpd}{Lot}}} = \mathbf{359\ lots}$$

b) Conclusion

In conclusion, the existing and proposed sanitary sewer lines within the development have capacity for the proposed sections of Westridge Cove to convey wastewater to La Salle Avenue and ultimately to State Highway 105. As shown in the calculations, the proposed 8-inch sanitary sewer line at minimum slope has capacity to serve approximately 359 lots. Westridge Cove at ultimate buildout includes approximately 343 lots within Section 1, Section 2, Section 3, and the proposed Section 4. In summary, all 8-inch sanitary sewer lines within the development have adequate capacity for current proposed and ultimate buildout conditions. These flows will be analyzed by the City of Conroe to ensure that the existing 18-inch sanitary sewer trunk line has adequate capacity to receive flows from the proposed development. An exhibit showing the sanitary sewer utility layout is attached as **Exhibit A**. An exhibit showing the connection points of Section 4 and the proposed divide of gravity versus pumped area is attached as **Exhibit B**.

3) Water System Design Report

The proposed water system shown in **Exhibit A** has been modeled in Bentley WaterCAD v8i. The system has been modeled to analyze the residual pressures through the proposed lines under max day and average day conditions and the availability of fire flow to the proposed subdivision.

Willowridge Circle supplies water to the east side of the development, while La Salle Avenue supplies water to the west side of the development. The two sides will be connected by a gate valve at the entrance to Section 2. This valve will remain closed to allow for the two sides to operate on separate pressure planes and only opened in an emergency.

Exhibits C, D, and **E** examine the system with the connections at Willowridge Circle and La Salle Avenue to supply water to the full development. Proposed waterlines internal to Section 1, Section 2, Section 3, and Section 4 are all 8-inch with 4-inch lines around cul-de-sacs. The analyses provided here include demands for 343 proposed residential lots at 360 gpd per lot from Westridge Cove Section 1, Section 2, Section 3, and Section 4 and a proposed recreational center served by the connections to Willowridge Circle and La Salle Avenue.

a) Analysis of Proposed Systems

The model examines three scenarios:

1. Max Day Analysis: An extended period simulation (EPS) model is used with a demand of 2.4 times the average demand over a 48-hour period. A hydraulic residential pattern is applied to all residential demands spreading the proposed demand out over the day. The pattern applies a peak hour factor of 2.5 resulting in a max day peak hour demand of 1.5 gpm per connection to show the system maintains a minimum of 35 psi or greater everywhere in the system throughout the day.
2. Average Day Analysis: An extended period simulation (EPS) model without the max day multiplier of 2.4 over a 48-hour period. This scenario is used to show the system maintains a minimum of 35 psi or greater everywhere in the system throughout the day under "normal day-to-day" conditions.
3. Fire Flow Analysis: A fire flow analysis is used to show there is adequate fire flow (minimum 1,500 gpm for residential and 3,000 gpm for commercial) at a minimum of 20 psi throughout the system. This is done through the Fire Flow simulation in WaterCAD. Fire flow availability is checked at each node by determining how much additional demand can be added to the base demand at a specific node until pressure anywhere in the system is less than or equal to the specified lower pressure limit (20 psi). The base demand applied is the same as what is used in the "Max Day Analysis" to simulate a worst case scenario. The Fire Flow simulation checks each individual node separately and returns the estimated available fire flow and residual pressure. Per the International Fire Code, 2009 Edition (adopted by the City of Conroe), Appendix B Fire-Flow Requirements For Buildings states the minimum fire flow required for one- and

two-family dwellings with an area less than 3,600 square feet shall be 1,000 gpm for 1 hour.

The water model was created by connecting the proposed waterline network to the existing waterlines at Willowridge Circle and La Salle Avenue. Fire flow tests were completed at existing fire hydrants near the connection points. The first fire hydrant used as the supply point from Willowridge Circle is located east of the proposed connection point to the existing 12-inch waterline. The second fire hydrant used as the supply point from La Salle Avenue is located at the intersection of La Salle Avenue and La Salle Heights Court. Data from the flow tests were used to create "pump curves" used to model the supply of water from the connection points. Due to recent new development in the area, a new fire flow test was completed at the hydrants closest to the connection point along La Salle Avenue. This revised flow test was used to create an updated "pump curve" to be used as the supply point for Section 4.

This model examines the adequacy of the connections to the City of Conroe's water supply to supply water to Westridge Cove Section 1, Section 2, Section 3, and Section 4. Section 1 includes 65 lots, Section 2 includes 51 lots, Section 3 includes 94 lots, and Section 4 includes 134 lots. **Table 3.01** displays the results of each scenario. See **Exhibit G** for copies of the fire flow tests used in this analysis.

Table 3.01 – WaterCAD Results

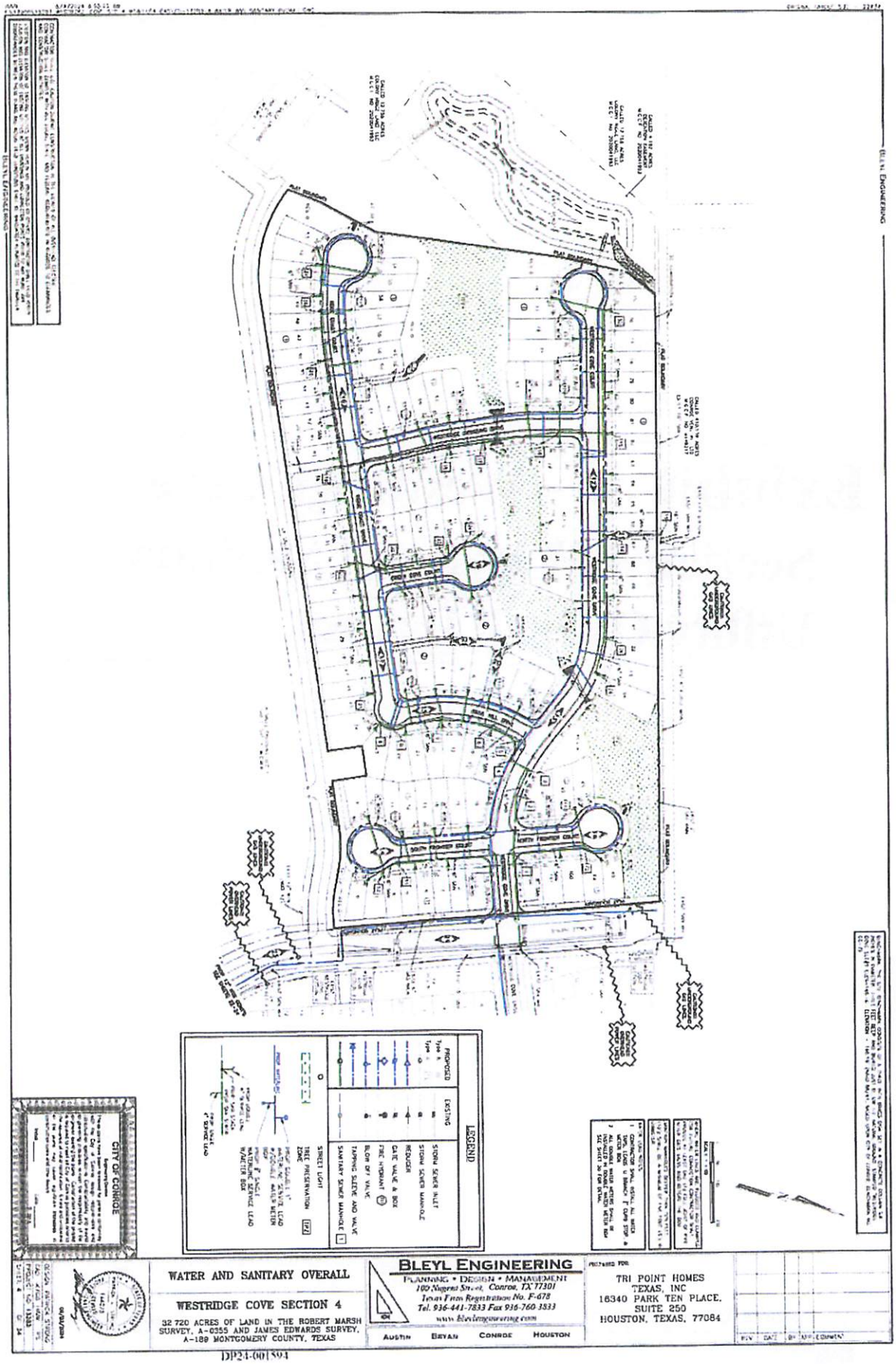
Scenario		Max Day Min. Pressure Range	Avg Day Min. Pressure Range	Fire Flow Available
Westridge Cove Full Development	Section 1	68 - 81 psi	69 - 82 psi	1,653 - 1,931 gpm
	Section 2	68 - 80 psi	69 - 81 psi	1,643 - 1,668 gpm
	Section 3	58 - 72 psi	59 - 73 psi	1,457 - 1,626 gpm
	Section 4	88 - 100 psi	89 - 101 psi	1,583 - 1,645 gpm

The proposed development will be connected to a 12-inch waterline at Willowridge Circle for Sections 1, 2, and 3 and a 12-inch waterline at La Salle Avenue for Section 4. This model is based on fire flow tests of nearby hydrants to establish boundary conditions and use as supply points for the model. These results indicate Westridge Cove Section 1, Section 2, Section 3, and Section 4 will have more than adequate pressures under max day and average day conditions and have sufficient fire flow within the development.

b) Conclusion

In conclusion, the connections with Willowridge Circle and La Salle Avenue are sufficient to provide water while maintaining TCEQ minimums for adequate pressures and fire flow for Westridge Cove Section 1, Section 2, Section 3, and Section 4.

Exhibit A – Westridge Cove
Section 4 Water and Sanitary Utility Overall Layout



WATER AND SANITARY OVERALL

WESTRIDGE COVE SECTION 4

32.720 ACRES OF LAND IN THE ROBERT MARSH SURVEY, A-0355 AND JAMES EDWARDS SURVEY, A-189 MONTGOMERY COUNTY, TEXAS

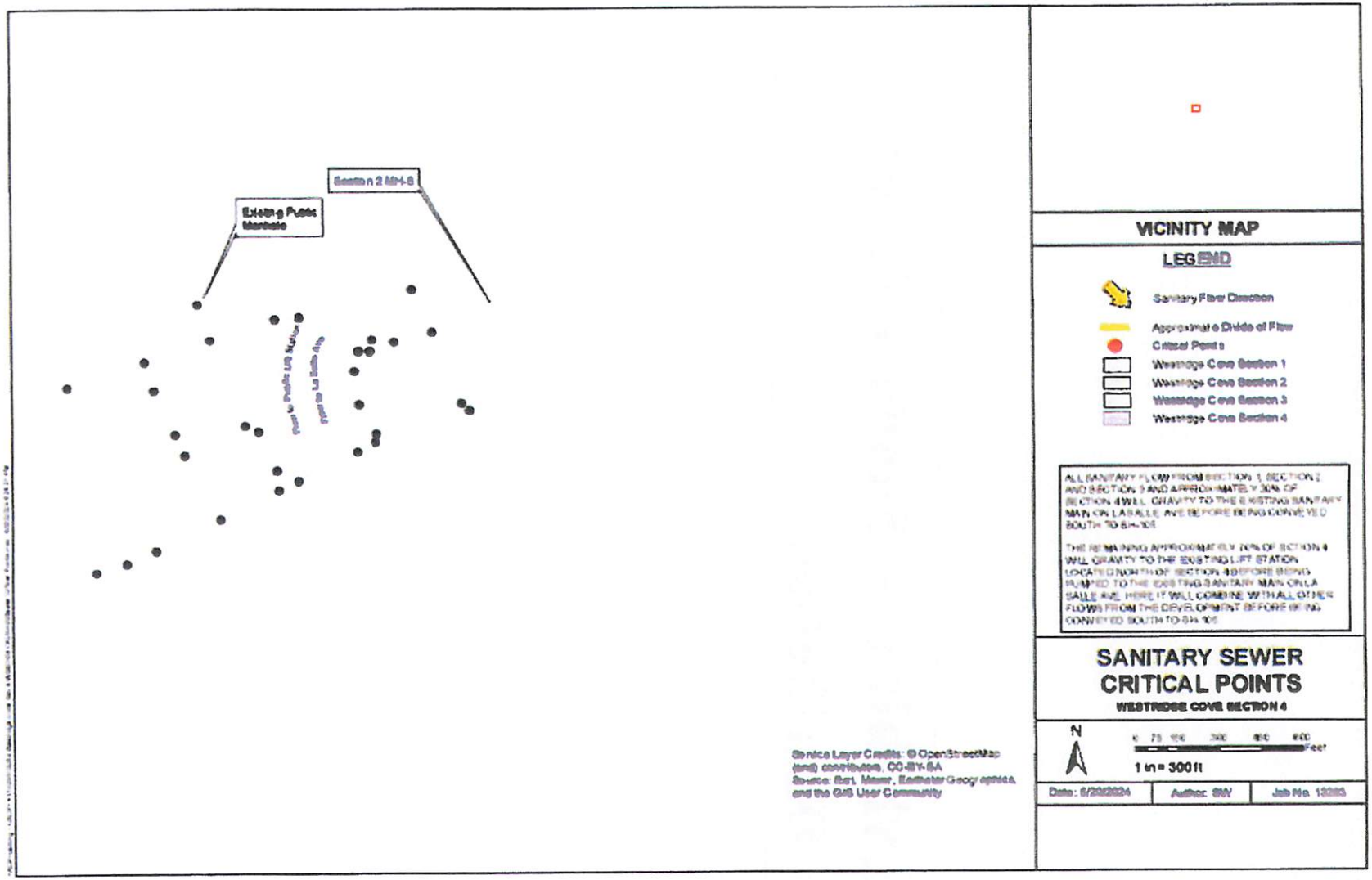
BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
100 Nagrel Street, Conroe, TX 77301
Texas Firm Registration No. F-678
Tel. 936-441-7833 Fax 936-760-3533
www.bleylengineering.com
AUSTIN BRYAN CONROE HOUSTON

PREPARED FOR:
TRI POINT HOMES
TEXAS, INC
16340 PARK TEN PLACE,
SUITE 250
HOUSTON, TEXAS, 77084

CITY OF CONROE

DP24-001894

Exhibit B – Sanitary Sewer Distribution



Service Layer Credits: © OpenStreetMap (and) contributors, CC-BY-SA
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

VICINITY MAP

LEGEND

- Sanitary Flow Direction
- Approximate Divide of Flow
- Critical Points
- Westridge Cove Section 1
- Westridge Cove Section 2
- Westridge Cove Section 3
- Westridge Cove Section 4

ALL SANITARY FLOW FROM SECTION 1, SECTION 2 AND SECTION 3 AND APPROXIMATELY 30% OF SECTION 4 WILL GRAVITY TO THE EXISTING SANITARY MAIN ON LASALLE AVE BEFORE BEING CONVEYED SOUTH TO SH-105

THE REMAINING APPROXIMATELY 70% OF SECTION 4 WILL GRAVITY TO THE EXISTING LIFT STATION LOCATED NORTH OF SECTION 4 BEFORE BEING PUMPED TO THE EXISTING SANITARY MAIN ON LA SALLE AVE. HERE IT WILL COMBINE WITH ALL OTHER FLOWS FROM THE DEVELOPMENT BEFORE BEING CONVEYED SOUTH TO SH-105

SANITARY SEWER CRITICAL POINTS

WESTRIDGE COVE SECTION 4

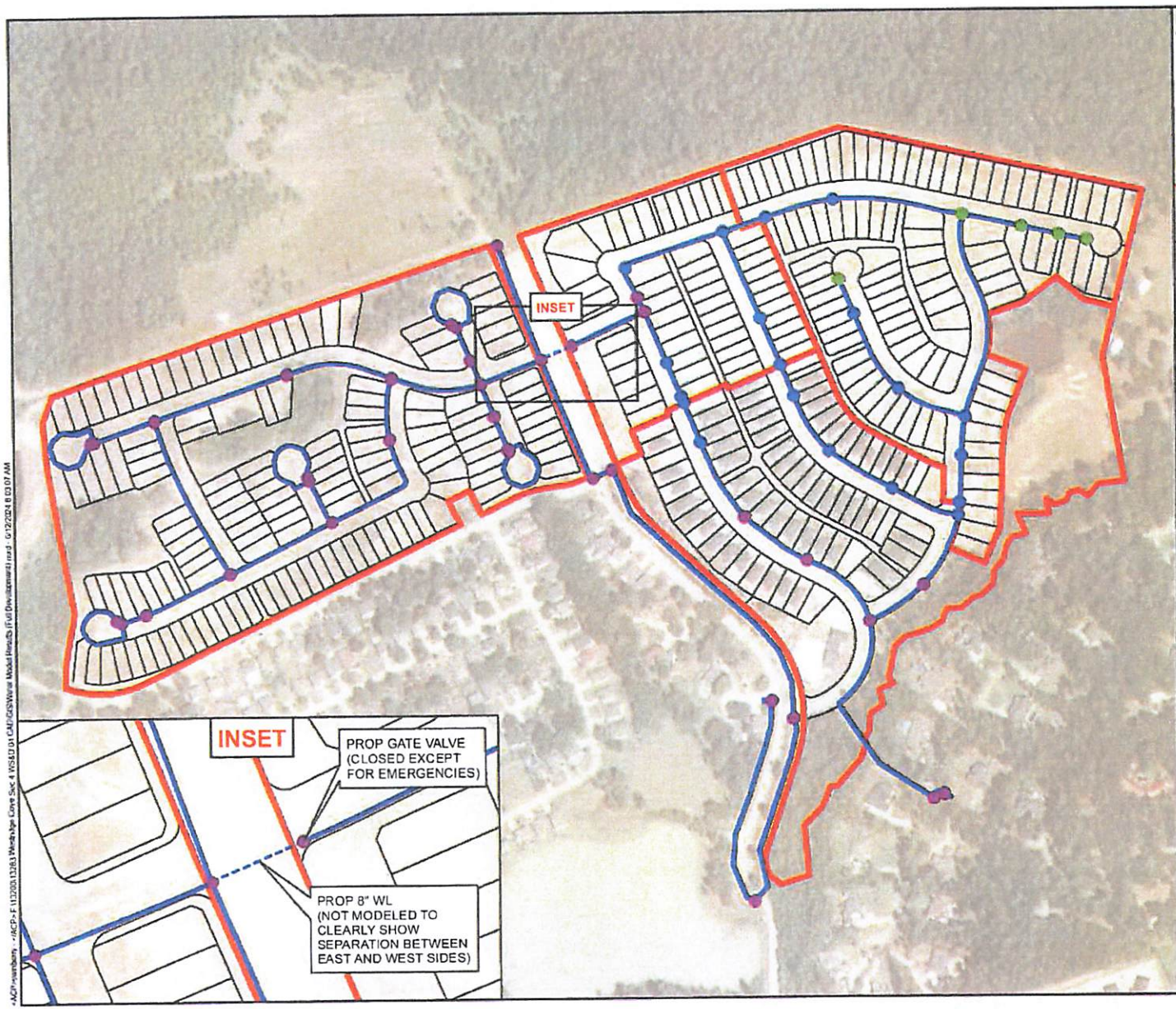
N

0 75 150 300 600 900 Feet

1 in = 300 ft

Date: 6/20/2024	Author: BW	Job No. 13385

Exhibit C – Westridge Cove Full Development Max Day Pressure Analysis





VICINITY MAP

LEGEND

Minimum Pressure (psi)

- Pressure <= 35 psi
- 35 psi < Pressure <= 45 psi
- 45 psi < Pressure <= 55 psi
- 55 psi < Pressure <= 65 psi
- 65 psi < Pressure <= 75 psi
- Pressure > 75 psi

WESTRIDGE COVE FULL DEVELOPMENT MAX DAY PRESSURE ANALYSIS

WESTRIDGE COVE SECTION 4 - UTILITY REPORT

N

0 75 150 300 450 600 Feet

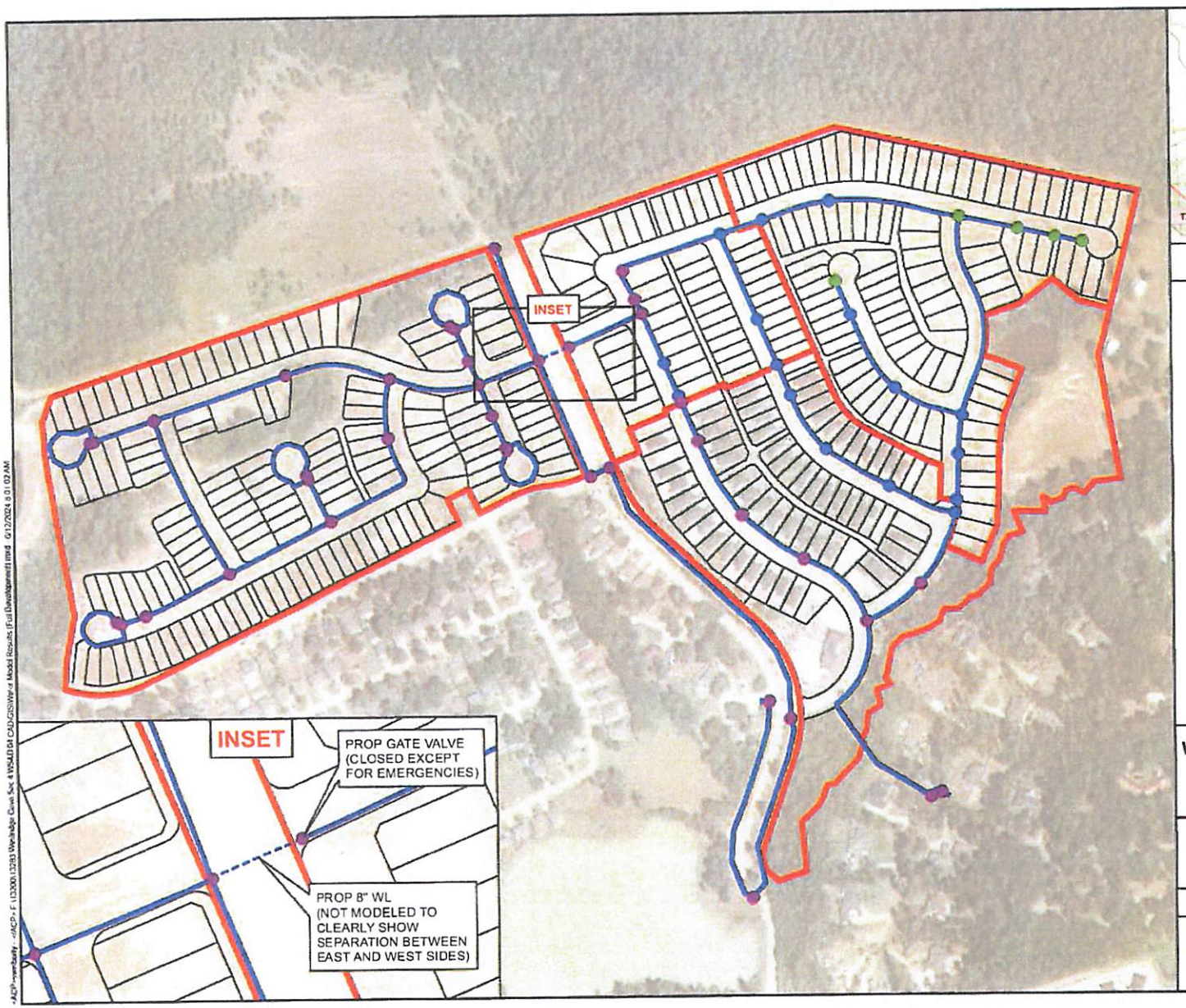
1 in = 300 ft

Date: 6/12/2024	Author: SW	Job No. 13283

BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
TBPE Firm No. F-678

\\ACP-Inventory - \\ACP-F 113000\13283 Westridge Cove Sec 4 WS\13 01 CAD\GIS\Water Model Results (Full Development) mxd - 6/12/2024 8:03:07 AM

Exhibit D – Westridge Cove Full Development Average Day Pressure Analysis





VICINITY MAP

LEGEND

Minimum Pressure (psi)

- Pressure <= 35 psi
- 35 psi < Pressure <= 45 psi
- 45 psi < Pressure <= 55 psi
- 55 psi < Pressure <= 65 psi
- 65 psi < Pressure <= 75 psi
- Pressure > 75 psi

WESTRIDGE COVE FULL DEVELOPMENT AVERAGE DAY PRESSURE ANALYSIS

WESTRIDGE COVE SECTION 4 - UTILITY REPORT

N

0 75 150 300 450 600 Feet

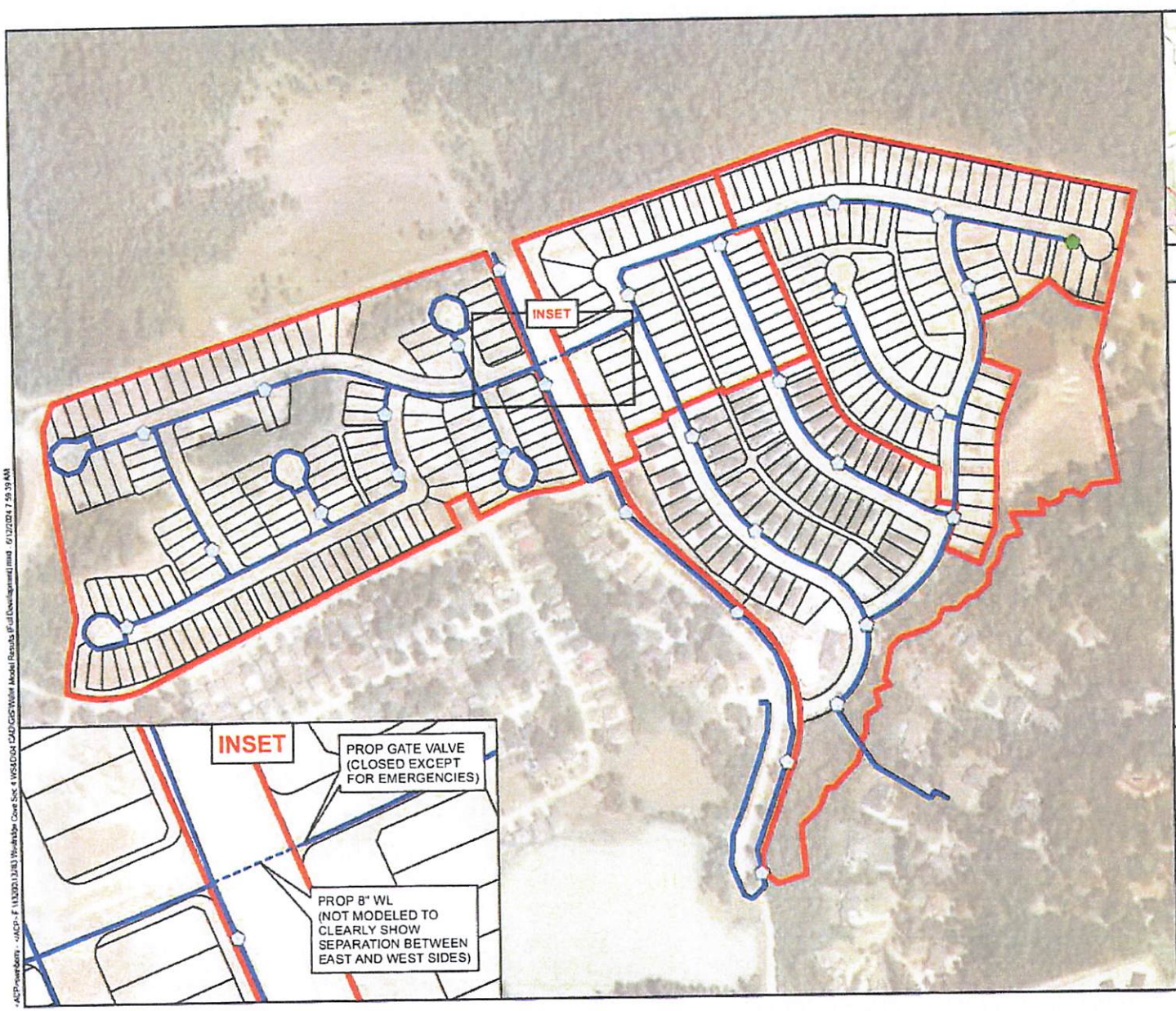
1 in = 300 ft

Date: 6/12/2024	Author: SW	Job No. 13283

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PLANNING • DESIGN • MANAGEMENT
TBPE Firm No. F-678

...\ACP-workSafety - ...\ACP-F\13000\13283 Westridge Cove Sec 4 WSA\03 Cad\GIS\Water Model Results (Full Development).mxd 6/12/2024 9:01:02 AM

Exhibit E – Westridge Cove Full Development Fire Flow Available





VICINITY MAP

LEGEND

Fire Flow Available (gpm)

- FF <= 250 gpm
- 250 gpm < FF <= 500 gpm
- 500 gpm < FF <= 1,000 gpm
- 1,000 gpm < FF <= 1,500 gpm
- 1,500 gpm < FF <= 2,000 gpm
- 2,000 gpm < FF <= 2,500 gpm
- 2,500 gpm < FF <= 3,000 gpm
- FF > 3,000 gpm

WESTRIDGE COVE FULL DEVELOPMENT FIRE FLOW AVAILABLE ANALYSIS

WESTRIDGE COVE SECTION 4 - UTILITY REPORT

N

0 75 150 300 450 600 Feet

1 in = 300 ft

Date: 6/12/2024	Author: SW	Job No. 13283

BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
TBPE Firm No. F-678

...\ACP-Fire\Bleyl\...\ACP-F (13283\13283 Westridge Cove Sec 4 WS4\Civil\CAD\GIS\Water Model Results (Full Development).mxd - 6/12/2024 7:59:39 AM

Exhibit F – Westridge Cove Full Development Peak Demand Table

Tract	Section	Unit Demand Type	No. of Unit Demands	Unit Demand Unit	Unit Demand (gpd / unit)	Average Day Demand (gpd)	Max Day Multiplier	Max Day Demand (gpd)	Peak Hour Demand (gpd) [3]
East	Section 1	Single Family Residential	65	homes	360	23,400	2.4	56,160	140,400
		Fitness Center	4,438	ft^2	0.45 [1]	1,997.10	2.4	4,793.04	4,793.04
		Pool	50	swimmers	6 [2]	300	2.4	720	720
	Section 2	Single Family Residential	51	homes	360	18,360	2.4	44,064	110,160
	Section 3	Single Family Residential	94	homes	360	33,840	2.4	81,216	203,040
					EAST TOTAL	**77,897.10**		**186,953.04**	**459,113.04**
West	---	Single Family Residential	134	homes	360	48,240	2.4	115,776	289,440
					WEST TOTAL	**48,240**		**115,776**	**289,440**
					TOTAL	**126,137.10**		**302,729.04**	**748,553.04**

Notes:

(1) Demand based on City of Houston Service Unit Equivalency Table for a freestanding fitness center: 0.0015 SU/ft^2 --> 1 SU = 300 GPD

(2) Demand based on City of Houston Service Unit Equivalency Table for a swimming pool: 0.0200 SU/swimmer --> 1 SU = 300 GPD

(3) A residential hydraulic pattern is applied to all residential demands. A multiplier of 2.5 is included in this pattern to verify the system can maintain a minimum of 35 psi everywhere while applying a demand of 1.5 gpm for every connection.

Exhibit G – Fire Hydrant Tests

FLOW TEST REPORT

CHIEF FIRE SYSTEMS, Inc

☐ RESIDENTIAL ☐ COMMERCIAL

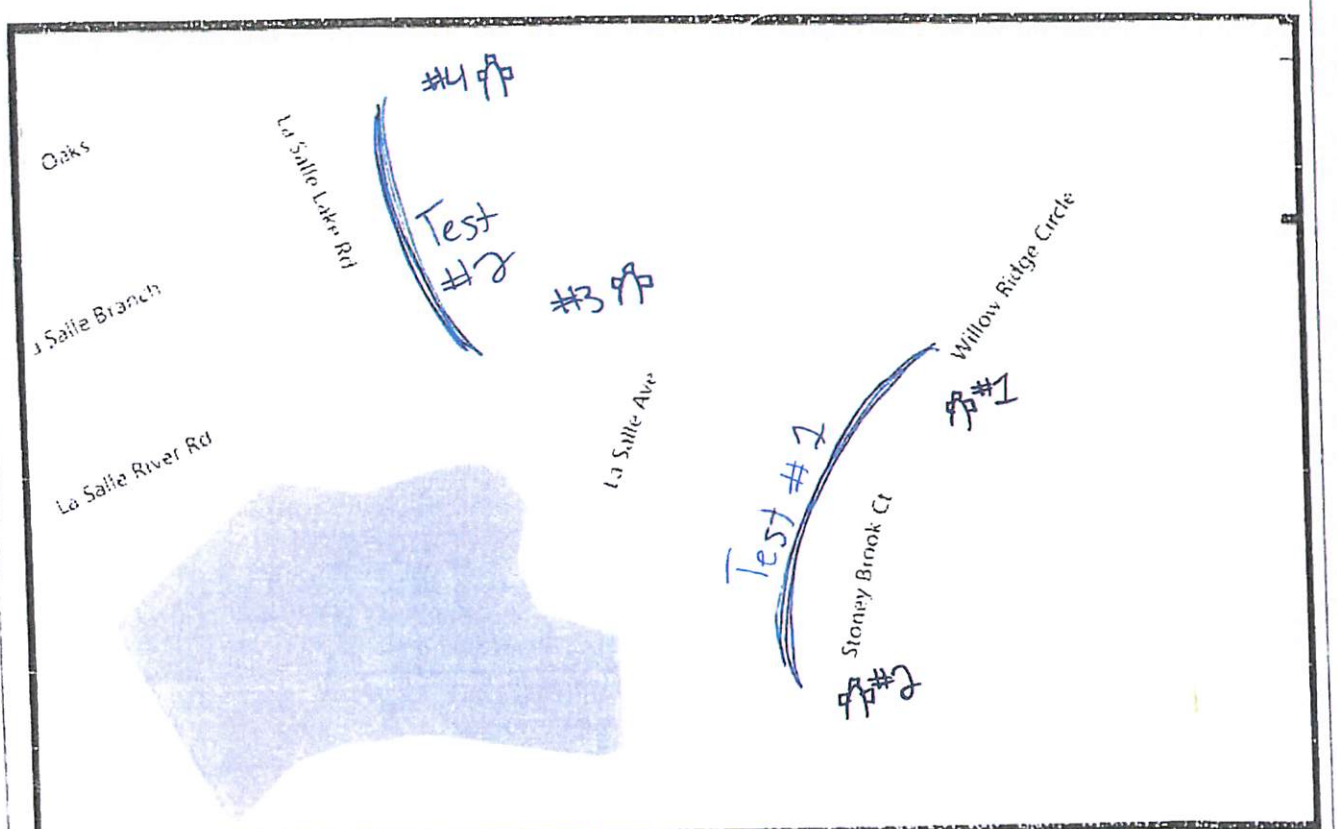
☐ for DESIGN ☐ for ESTIMATING

DATE AND TIME 3/4/19 @ 1:00 PM

JOB ADDRESS for flow test LaSalle & Willowridge Conroe, Tx 77304

HYD #	ADDRESS / CROSS STREET	STATIC "psi"	RESIDUAL "psi"	FLOW DIAMETER	PITOT "psi"	PITOT "gpm"
1	Willowridge @ Stoney Brook	80	70	2½"		
2	Stoney Brook Ct			2½"	48	1160
	REVISED TEST COMPLETED ON JUNE 5, 2024 BY KAUFFMAN CO.					
3	La Salle Heights Ct	60	35	2½"		
4	La Salle Springs Ct			2½"	38	1040

SKETCH



SIGNATURE Chief Fire Representative

SIGNATURE City or AHJ Representative

0231

KAUFFMAN CO.

FIRE HYDRANT FLOW TEST RESULTS

FOR

BLEYL ENGINEERING

AT

2960 LA SALLE AVE
CONROE TX 77304

TEST PERFORMED ON:

06/05/2024

FIRE & LIFE SAFETY
13225 FM 529 Suite A Houston TX 77041 SCR-0928 v.713.937.4144 f.713.937.4149 conor@kauffmanco.net

KAUFFMAN CO.

Flow Test Completion Status Report

Date 6/5/2024

Westridge Cove Section 4
2960 La Salle Ave
Conroe TX 77304

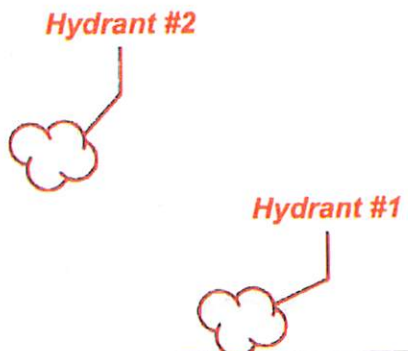
☒ Completed ☐ No Show ☐ Cancelled ☐ Rescheduled for [ ] at [11:00] AM/PM

☐ Not completed: ~~Reason:~~ [ ]

Area served: ☒ Commercial ☐ Residential ☐ Industrial

	Fire Hydrant		Pressure		Flow at Residual Pressure		
	Location	Make	Static (psi)	Residual (psi)	Orifice Dia (in.)	Pitot psi	Pitot GPM
1	1		93	63	2.5"	-	-
2	2		-	-	2.5"	50	1190
3							
4							

Sketch



Tester's Signature [ ] Authority Having Jurisdiction [ ]

WATER FLOW TEST REPORT

KAUFFMAN CO.

Fire & Life Safety

13225 FM 529 Suite A Houston TX 77041 SCR-0928 v.713.937.4144 f.713.937.4149

HYDRANT # & LOCATION: Westridge Cove Section 4 DATE: 6/5/2024

TEST BY: Adriel Chapa Day or Week: Wednesday TIME OF DAY: 11:00 MIN. OF FLOW: 0.5

WATER SUPPLIED BY: Hays Water

PURPOSE OF TEST: Sprinkler design criteria

DATA

FLOW HYDRANT(S)	Test Header	A2	A3
SIZE OPENING:	2.5	2.5	
COEFFICIENT:	0.9	0.9	
PITOT READING:	50	-	
GPM:	**1190**	-	0

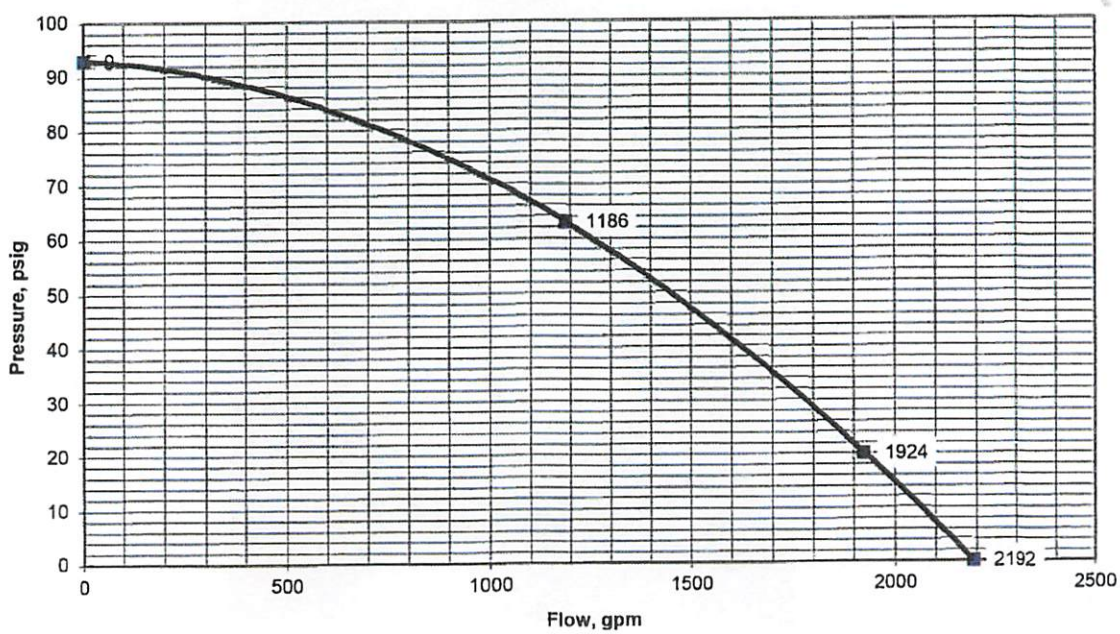
TOTAL FLOW DURING TEST: **1190** GPM

STATIC READING: 93 PSI RESIDUAL: 63 PSI

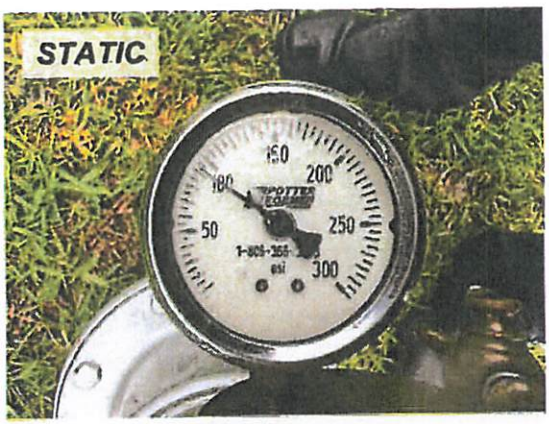
RESULTS: AT 20 PSI RESIDUAL **1924** GPM AT 0 PSI **2192** GPM

ESTIMATED CONSUMPTION: **595** GAL.

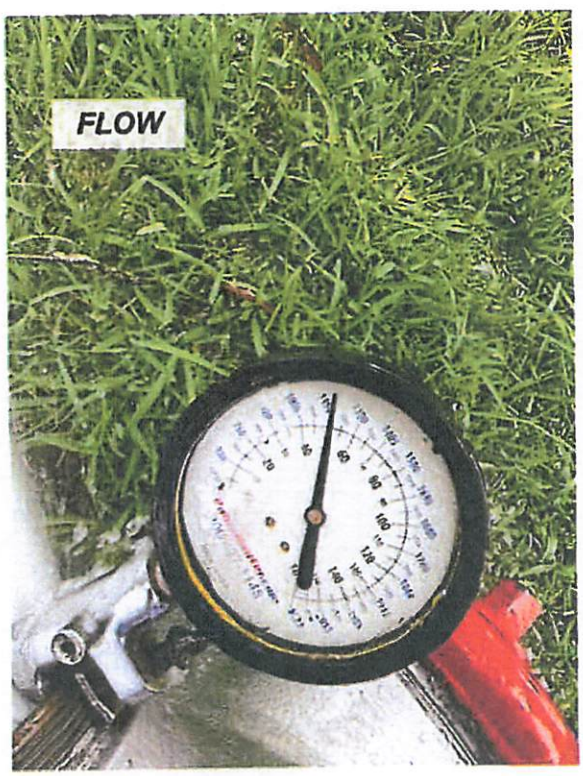
REMARKS:



WATER FLOW TEST REPORT







Engineering

CITY OF CONROE

Est. 1904

April 1, 2025

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development – Westridge Cove Section 4 – R496956, Conroe, TX 77304

To Whom It May Concern:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for Westridge Cove Section 4. At this time the City of Conroe Engineering and Public Works Departments are denying the request to be exempted from the temporary moratorium for permits to construct new assets. You may appeal this decision or apply for a waiver to the City of Conroe City Council by submitting a formal request to the Engineering Department in accordance with requirements of the moratorium ordinance currently in effect.

While we are actively working to reduce the portion of the city which is impacted by the temporary moratorium on development, the City must ensure that it supplies the current citizens of Conroe with healthy, safe, potable water.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Tara Gaha, P.E.
Sr. Assistant City Engineer

cc: file

PUBLIC WORKS
ENGINEERING

CITY OF CONROE
Est. 1904

April 1, 2025

Re: Water and Sewer Availability to serve Westridge Cove Section 4 (R496956), Conroe, TX. 77304

To whom it may concern:

As a general policy, the City of Conroe does not have a water or wastewater capacity reservation process to reserve capacity for each proposed development. However, we may issue an availability letter stating if sewer and/or water are available to serve the subject site.

The City has both existing sanitary sewer and water infrastructure in the right-of-way of La Salle Ave. However, capacity is not available at this time.

Please be advised, this letter does not guarantee volumes, pressure, and/or capacity, and this letter is stating if water and/or sewer are available to serve the subject site as of this writing.

If you have any questions, please call me at (936) 522-3100.

Thank you,

Tara Gaha, P.E.
Sr. Assistant City Engineer

cc: file

Julie Smith

From: Tara Gaha
Sent: Tuesday, March 18, 2025 10:42 AM
To: Keith Petru
Cc: Kelley Oliver; Anne Tran
Subject: RE: Westridge Cove Sec 4 (DP-24-001594)

We still don't have capacity for either water or sewer for this.

Tara

From: Keith Petru <KPetru@cityofconroe.org>
Sent: Tuesday, March 18, 2025 9:17 AM
To: Tara Gaha <TGaha@cityofconroe.org>
Cc: Kelley Oliver <KOliver@cityofconroe.org>
Subject: FW: Westridge Cove Sec 4 (DP-24-001594)

Tara,

May we approved this request?

Thank you,

CITY OF CONROE
ENGINEERING

Keith Petru
Engineering Aide
Engineering Department
700 Metcalf
Conroe, TX 77301
936-522-3108 / 936-522-3125 Fax
kpetru@cityofconroe.org
"to protect and serve the citizens of Conroe and exceed their expectations"

From: Kelley Oliver <KOliver@cityofconroe.org>
Sent: Tuesday, March 18, 2025 8:48 AM
To: Keith Petru <KPetru@cityofconroe.org>
Subject: Westridge Cove Sec 4 (DP-24-001594)

Keith,

Is there an answer on the Water Availability for this project? Below is a comment from last submittal and their response.

BLEYL ENGINEERING

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

November 20, 2024

City of Conroe
Engineering Department
700 Metcalf Street
Conroe, TX 77301

Re: Exception to Moratorium Ordinance No. 2715-24
Project: Westridge Cove Section 4
Bleyl Project No: 13283

To Whom It May Concern:

Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is submitting for your approval, an exception to Moratorium Ordinance No. 2715-24 for the Westridge Cove Section 4 development. A summary supporting the moratorium exception request is attached and outlined below:

- Westridge Cove Section 4 has vested rights in the development continuation under Texas Local Government Code Chapter 245 and is considered an "ongoing project" under Section 10.
- As an ongoing project, Westridge Cove Section 4 has previously received permits for construction work within the section. Mass grading, detention and drainage improvements in Section 4 were completed under the City approved permit DP-21-009746.
- Westridge Cove Section 4 is considered "approved for development" under Texas Local Government Code Sec. 212.135(b) and should be considered a "grandfathered project" under Section 10.
- The preliminary plat for Westridge Cove Section 4 was approved by the City of Conroe on September 15, 2022.
- A plat extension for Westridge Cove Section 4 was granted by the City of Conroe on June 20, 2024. The plat extension timeline for the development applies through March 15, 2025.
- On September 16, 2024, Tri Pointe Homes Texas, Inc. provided a notice to the City of Conroe detailing exception from the temporary moratorium for the Westridge Cove Development, encompassing Sections 1-4. Approval letters were granted for Sections 1-3 by the City on October 2, 2024.

Based on the information provided and attached herein, Bleyl Engineering, on behalf of Tri Pointe Homes Texas, Inc., is requesting exception to Moratorium Ordinance No. 2715-24 for utility availability to serve the Westridge Cove Section 4 development. If you have questions or require additional information for this submittal, please contact me at (936) 441-7833 or pstrong@bleylengineering.com.

Regards,

Patrick Strong

Patrick Strong, PE
Bleyl Engineering

The Moratorium does not apply to the Property for two main reasons:

(1) The Property is "approved for development" and is therefore exempt from application of a moratorium under Texas Local Government Code Sec. 212.135(b), as explained further in *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634 (Tex. 2013).

(2) The Westridge Cove project has vested rights in the continued development of the Property under Texas Local Government Code Chapter 245, the "vested rights" statute.

1. The Property is "approved for development," and is exempt from application of the Moratorium.

When adopting a moratorium on property development, a city must limit the application of the moratorium to "property that has not been approved for development because of the insufficiency of existing essential public facilities." Tex. Loc. Gov't Code § 212.135(b). A moratorium enacted to prevent a shortage of essential public facilities that affects approved development is invalid. The meaning of "approved for development" under the state moratorium statute, Subchapter E, Chapter 212, Tex. Loc. Gov't Code, is clarified by the Texas Supreme Court in the *City of Lorena* case, where it held that "approved for development" means property that is approved for either construction or subdivision platting and therefore not subject to a subsequent moratorium.

In *City of Lorena*, the Texas Supreme Court required the City to provide utility connections to platted lots despite a subsequent moratorium adopted by the City whereby the City attempted to refuse utility connections. The developer of the lots had obtained plat approval prior to the passage of the moratorium, and therefore, his property qualified as property approved for development under the state moratorium statute. The Court stated clearly that property approved for development does not distinguish between property approved for subdivision or construction—rather, approved development is property approved for either or both. *Id.* at 642. Further, the Court explained that municipalities can adopt a moratorium only when the moratorium is limited to property not approved for development—property approved for development *before* the enactment of a moratorium does not fall under a moratorium's provisions. *Id.* at 641. The facts of the *City of Lorena* case are virtually identical to this situation. The Property is "approved development" under the state moratorium statute, and the Property obtained this distinction before the enactment of the moratorium on August 29, 2024. I would appreciate your assistance in applying the holding of this case to the Property.

Engineering

CITY OF CONROE

Est. 1904

October 02, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Westridge Cove Section 1

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Westridge Cove Section 1 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

October 02, 2024

Tri-Pointe Homes Texas, Inc.
16340 Park Ten Pace, Ste. 250
Houston, TX 77084

Re: Request for Exception from the City of Conroe's Temporary Moratorium on Development - Westridge Cove Section 3

Dear Mr. Gillham:

The City has reviewed your request for an exception from the City of Conroe's temporary moratorium on development for the Westridge Cove Section 3 subdivision. At this time the City of Conroe Engineering and Public Works Departments are approving the request to be exempted from the temporary moratorium for permits to construct new assets.

We appreciate your patience and your interest in developing in the City of Conroe.

Sincerely,

Greg Hall, Jr.
Assistant Director of Public Works

/gh

Engineering

CITY OF CONROE

Est. 1904

REQUEST FOR WATER & SEWER AVAILABILTY

(PRINT LEGIBLY)

Date: 11/20/2024

Requested By: Patrick Strong

Phone: (936)-441-7833

Email Address: pstrong@bleylengineering.com

PROPOSED PROJECT INFORMATION

Address or Tax Parcel ID Number of Property: 496956

Project Name: Westridge Cove Section 4

Provide a location map using the City of Conroe Map Books located on the city website:
https://www.cityofconroe.org/departments/geographic-information-system-gis-/map-books

Anticipated Flow - This should be shown as in gpd of average daily demand. **Reference Page 2 of this request form for Service Unit Equivalent Table to calculate the gpd.**

Water: 60,300 GPD

Sewer: 36,850 GPD

Proposed Development Number: 42 Proposed Development Type: Single-Family Residential

32.72 Total Acreage 134 Number of Lots 6 # of Reserves

0 Number of Units 0 Building Sq. ft.

Complete this form and email request to: Engineering@cityofconroe.org

OR

Complete this form and deliver request to:
Engineering Department
700 Metcalf St
Conroe, TX 77301

NOTE: This request is not for fire sprinkler purposes.
Completion of all fields is required. Incomplete request forms will not be accepted. It may take up to 20 business days to review this request. This letter is only valid for six months

Meeting Date: 06/11/2025
Department: Public Works
Contact: Greg Hall, Asst. Public Works Director
Submitted By: Brandy Taylor, Contract Administrator

Workshop

Item Type: Bid Award

G. Hall

Joint Meeting: No Joint Meeting

Description

Discuss the change order for the Conroe Southwest Wastewater Treatment Plant Inffluent Lift Station Rehab construction project.

Summary/Recommendation

The scope of the change order is to replace corroded pipe spools embedded in concrete top slab of the wet well and install new 20" pipe spool, This added scope includes providing bypass pumping for the duration of this work. Some credit for unused items from Pay items 7, 10, and contingency Item 13 will be used to off-set some of the costs. Timely approval of this additional scope and funding is critical to ensure uninterrupted plant operation and completion of the project prior to the peak hurricane season. The net cost of this change order after credits is $162,695.00. Staff recommends approval of this item.

1. Is the request necessary?

Yes, for the Southwest WWTP operations.

2. Why was the item not budgeted in the normal budget process?

This was added to the construction project as a change order.

3. Why can a transfer not be made within the department?

This is a capital expense.

Source of Funds & Amount of Amendment Needed:

Reserves: $162,695	Grants: $
Bond Proceeds: $	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	162,695					162,695
Total	**$162,695**	**$**	**$**	**$**	**$**	**$162,695**
Net Impact	**($162,695)**	**$**	**$**	**$**	**$**	**($162,695)**

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: $162,695
Revenue Amount:
Account Number: TBD - Reserves See below
Budget Amendment Required Y/N: Y
Financial Review Complete:
Financial Review Notes:
All available project savings have been fully utilized for other projects. -bt

Attachments

Change Order

CITY OF CONROE - ENGINEERING

Construction Change Order Form

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Project: Conroe SW WWTP Inffluent Lift Station Rehab | Project No.: 2024-18 | Date: 5/30/2025

Engineer/Project Manager:	Owner:	Contractor Name, Address & Phone Number:
Tara B. Gaha, PE Senior Asst. City Engineer-CIP 700 Metcalf St., Conroe, TX 77301	Norman McGuire Asst. City Administrator/Director of Public Works 401 Sgt. Ed Holcomb Blvd. S., Conroe, TX 77304	Gary Mabry T & G Services 4440 Bluebonnet, Houston, TX 77053 281-438-8072

Contract Origination Date: 8/29/2024 | Change Order: 02

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
2.1	Add a Pay Item for "Removing (4) - 20" corroded pipe spools at lift station pump discharge pipes and Install four (4) new 20" Pipe Spool (FE X PE) with Flanged Coupling adapter, including protective coating, Bypass pumping, Complete in Place", 1 LS @ $247,695.00 / LS		$ 247,695.00
2.2	Credit for unused discharge flanges from Pay Item 7; Four (4) EA @ $6,250/EA	$ (25,000.00)	
2.3	Credit for unused quantity of cementitious coating from Item 10, 1 LS @ $10,000.00/LS	$ (10,000.00)	
13	Reduce Item 13 Contingency to cover additional items	$ (50,000.00)	
	Add 6-weeks (42-days calendar days) to complete additional items		
	Total:	$ (85,000.00)	$ 247,695.00

(Use attachment for additional entries)

CITY OF CONROE - ENGINEERING

Construction Change Order Form

Change in Construction Contract Price	
Original Contract Price:	$ 733,000.00
Cumulative Previous Change Order(s) Total: CO# 1 to 1	$ 2,000.00
Contract Price Prior to this Change Order:	$ 733,000.00
Net Increase/Decrease of this Change Order:	**$ 162,695.00**
Contract Price with All Approved Change Orders:	$ 895,695.00
Cumulative Percent Change in Contract Price (+/-)	22.47%
Construction Contract Executed Date:	10/31/2024

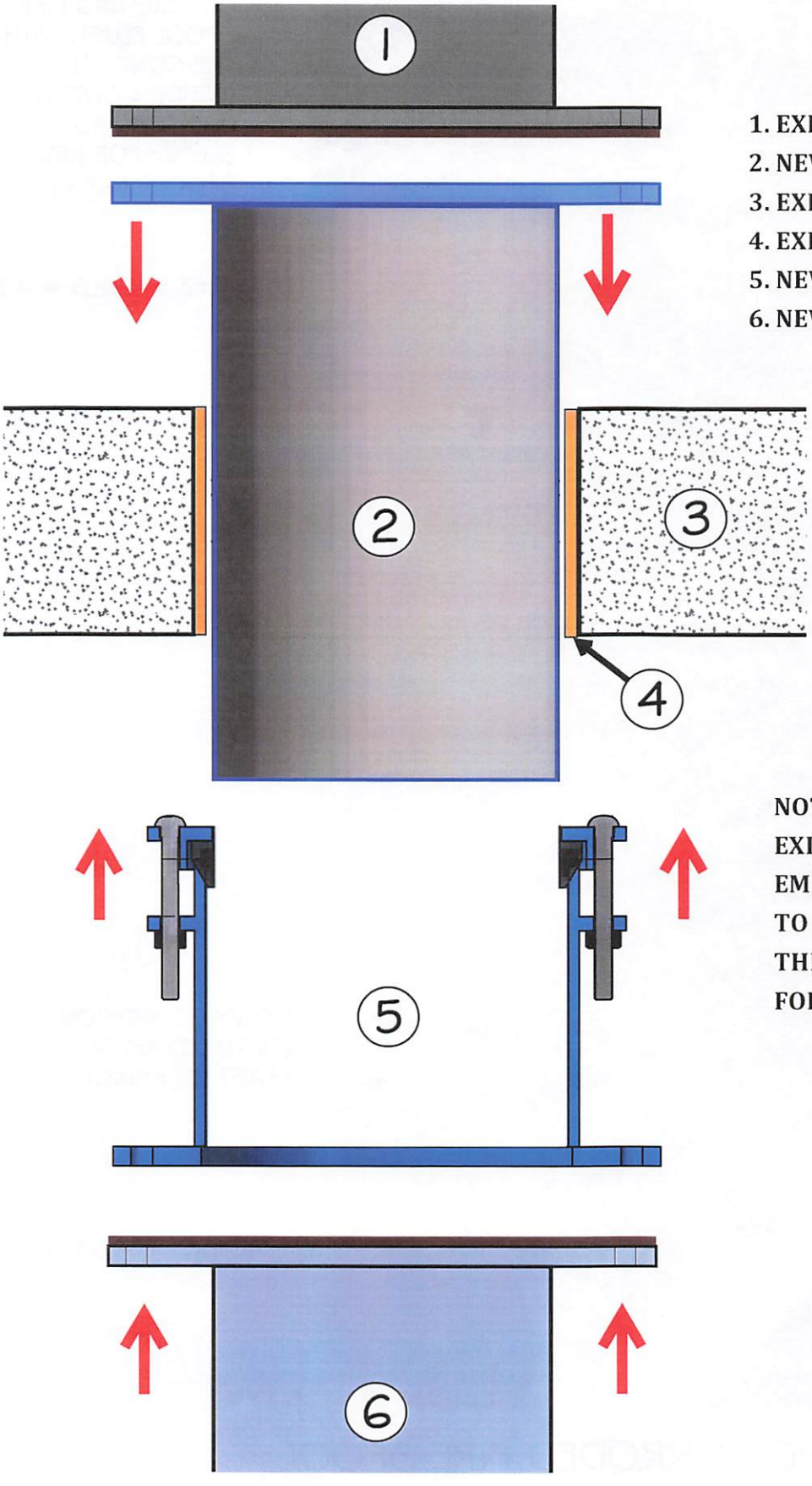
Change in Contract Time (Calendar Days)	
Original Contract Time in Days: (Substantial Completion)	180
Net Change from Previous Change Order(s) in Days	0
Contract Time Prior to this Change Order in Days	180
Net Increase/Decrease of this Change Order in Days:	**42**
Contract Time with All Approved Change Orders in Days:	222
Construction Start Date:	12/18/2024
Approved Substantial Completion Date:	7/28/2025
Approved Final Completion & Contract End Date:	8/27/2025

Norman McGuire Asst. City Administrator/Director of Public Works	Tara B. Gaha, PE Senior Asst. City Engineer-CIP	Gary Mabry President - T & G Services
	Tara B. Gaha	Gary Mabry
Owner's Signature	Engineer/ Project Manager's Signature	Contractor's Signature

Justification for Change Order

This change order will add pay item to replace corroded pipe spools embedded in concrete top slab of the wet well and install new 20" pipe spool. Added scope includes providing bypass pumping for the duration of this work. Some credits for unused items from Pay Items 7, 10 and contingency Item 13 will be used to offset some of the costs. Timely approval of this additional funding is critical to ensure uninterrupted plant operation and completion of project prior to the peak hurricane season.

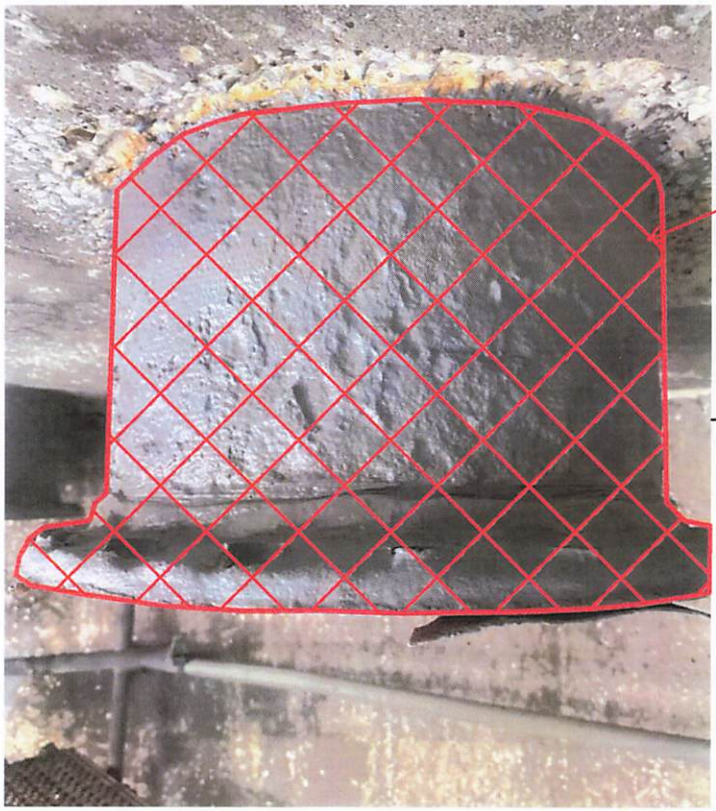
EXHIBIT
REPLACE CORRODED PIPE SPOOL (DISCHRAGE PIPES)
SOUTHWEST WWTP LIFT STATION



1. EXIST. 20" X 90° DI BEND (FE X FE)
2. NEW 20" STL SPL (FE X PE)
3. EXIST. WET WELL TOP SLAB
4. EXIST. CORRODED DI PIPE SPOOL
5. NEW 20" FLG COUPLING
6. NEW 20" DISCHARGE PIPE (DI-FE)

NOTE:
EXISTING CORRODED PIPE SPOOL EMBEDED IN CONCRETE SLAB ITEM (4) TO BE CUT FLUSH (INSIDE & OUT) TO THE CONCRETE ; USE THEM AS SLEEVES FOR NEW PIPE SPOOL.

TOTAL= 4 EA.



CUT EXISTING PIPE SPOOL FLUSH WITH THE CONC. CLAB (INSIDE & OUT) TO USE THEM AS SLEEVE FOR NEW SPOOLS (4 EA.)

TOTAL PIPE SPOOLS = 4 EA



HEAVY CORROSION (PICTURED AFTER BLAST CLEANING)

EXISTING CORRODED PIPE SPOOL THROUGH TOP SLAB

T&G Services *Quality Coatings and Service*

Proposal

T&G Proposal No. FP25-0522-1

Tara Gaha
City of Conroe
700 Metcalf St
Conroe, TX 77301

Re: Southwest WWTP Lift Station Rehabilitation

Mr. Gaha,

Please see the attached breakdown for additional costs to remove and replace the discharge pipe coming through the ceiling.

Scope of Work – Remove and Replace Four 20" Pipe Spools

- One month of additional bypass required due to a change in scope.
- The ends of the ductile iron pipe will be cut flush to the concrete pad.
- 20" carbon steel pipe will be set inside the existing ductile iron pipe.
- One end of the 20" carbon steel pipe will be flanged and another end will be plain.
- Plain end of the 20" carbon steel pipe will receive a flanged coupling adapter which will fit onto the rest of the ductile iron piping in the wet well.

Item	Price
Material	$32,990.00
Labor	$54,625.00
Bypass	$150,650.00
Equipment	$9,430.00
Total Proposal Cost	**$247,695.00**

Shop Address: 4440 Bluebonnet • Houston, TX • 77053 • Ph.281-438-8072 • Fax281-438-4086
Mailing Address: P.O. Box 17165 • Sugarland, TX • 77496

With the lead time of these items and the extension of the contract time, T&G Services has some concerns regarding a possible weather event. This additional scope of work would extend into late June, which is part of hurricane season. Given the extensive infiltration/inundation of rainwater into the sewer system, there is a real concern that the bypass pumping may fail should there be a tropical storm. Any additional costs associated with large weather events would be passed onto the City of Conroe. This should be taken into consideration along with the total price for this change in scope.

Qualifications:

1) Any changes to the above procedure or quantities may require a price adjustment.
2) This quote is valid for a period of 60 days from the date of issuance.
3) Prices are based on a 40-hour work week and do not include overtime or expediting charges.
4) Prices do not include any applicable taxes.
5) Price is based on a 4-week lead time for piping.
6) Pipe spool exterior will be coated with Duraplate 6000. The portion extending above the concrete will receive a topcoat of Acrolon Ultra Polyurethane to match above ground piping.

It is with great pleasure that we extend this proposal for your consideration. Please let me know if we can answer any questions.

Best regards,

Virjinia Harp

Virjinia Harp
Project Manager

COST BREAKDOWN FOR ADDTIONAL BYPASS

Item	Detail	Price
1	Monthly Bypass rate	$ 52,782.00
2	Two Pipe Plug Rentals	$ 16,200.00
3	Labor to Maintain Pumps	$ 6,018.00
4	Fuel for Additional Month Rental (28 Days)	$ 56,000.00
Subtotal		**$ 131,000.00**
Mark Up - 15%		**$ 19,650.00**
Total Proposal Cost		**$ 150,650.00**

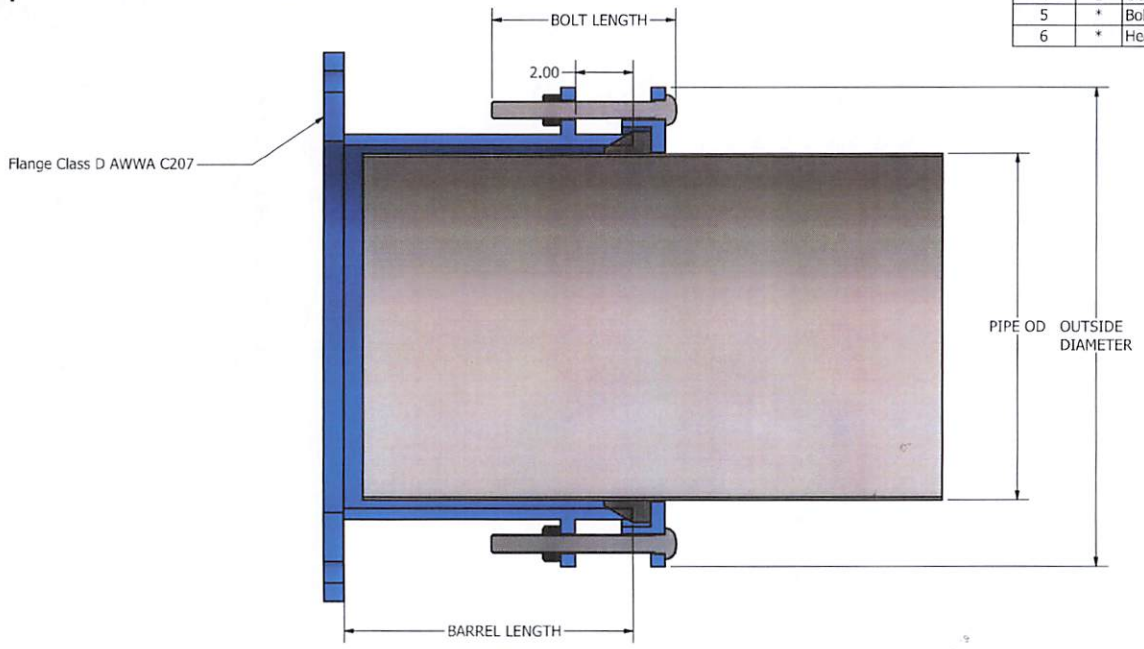
SCHEDULE OF VALUES

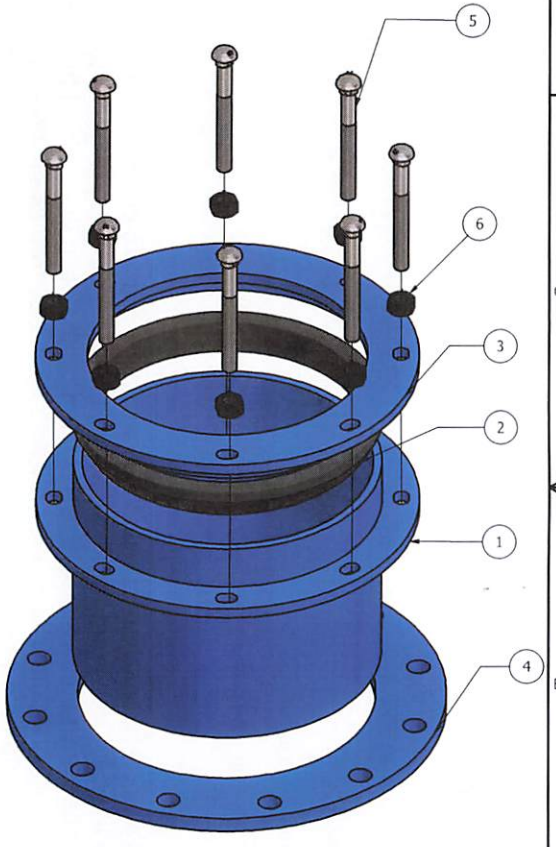
Item No.	Item	Unit	# of Units	Unit Cost	Total
7	Install Discharge Flange and New SS Guide Bar and Brackets				
	New 2" Guide Rails	EA	4	$ 3,750.00	$ 15,000.00
	New Discharge Flanges - Not Used	EA	4	$ 6,250.00	$ 25,000.00
10	Extra Cementitious Coating Remaining amount $10,000.00	LS	1	$ 40,000.00	$ 40,000.00
	1615 SF with additional cementitious coating				$ 30,000.00
13	Utility Contingency	LS	1	$ 50,000.00	$ 50,000.00
	New Handwheels for Above Ground Piping (approved by CO#1)	EA	4	$ 500.00	$ 2,000.00
	Remaining amount $48,000.00				
	Total Items Not Used				**$ 83,000.00**

3528 Fabricated Flanged Coupling Adapter
Steel pipe sizes 4" - 48"

BILL OF MATERIALS				
ITEM	QTY	PART NUMBER	MATERIAL	MATERIAL SPEC
1	1	Barrel	Carbon steel	ASTM A36
2	1	Gasket	NBR	ASTM D2000
3	1	Gland	Carbon steel	ASTM A36
4	1	Class D Flange	Carbon steel	AWWA C207
5	*	Bolts	Low alloy bolts/304-316 Stainless steel	ASTM A325/ASTM A193
6	*	Heavy Hex Nuts	Low alloy bolts/ 304-316 Stainless steel	ASTM A536/ ASTM A194

Coating: Epoxy paint





PIPE OD	Barrel length	Barrel thickness	Bolt size/ length	Bolt qty	Outside diameter	Class D AWWA C207 Flange OD	Flange thickness	Flange bolt holes QTY	Flange bolt holes size	Flange bolt holes B.C
4.50	10.00 in	1/4"	5/8" x 4.5	4	9.10 in	9.00 in	0.625"	8	0.750	7.50 in
6.63	10.00 in	1/4"	5/8" x 4.5	5	11.23 in	11.00 in	0.688"	8	0.875	9.50 in
8.63	10.00 in	3/8"	5/8" x 4.5	6	13.23 in	13.50 in	0.688"	8	0.875	11.75 in
10.75	10.00 in	3/8"	5/8" x 4.5	7	15.35 in	16.00 in	0.688"	12	1.000	14.25 in
12.75	10.00 in	3/8"	5/8" x 4.5	8	17.35 in	19.00 in	0.812"	12	1.000	17.00 in
14.00	10.00 in	3/8"	5/8" x 4.5	9	18.60 in	21.00 in	0.938"	12	1.125	18.75 in
16.00	10.00 in	3/8"	3/4" x 4.5	10	20.60 in	23.50 in	1.000"	16	1.125	21.25 in
18.00	10.00 in	3/8"	3/4" x 4.5	12	22.60 in	25.00 in	1.062"	16	1.125	22.75 in
20.00	10.00 in	3/8"	3/4" x 4.5	12	24.60 in	27.50 in	1.125"	20	1.125	25.00 in
24.00	10.00 in	3/8"	3/4" x 4.5	14	28.60 in	32.00 in	1.250"	20	1.375	29.50 in
30.00	10.00 in	3/8"	3/4" x 4.5	16	34.60 in	38.75 in	1.375"	28	1.375	36.00 in
36.00	10.00 in	3/8"	3/4" x 4.5	16	40.61 in	46.00 in	1.625"	32	1.625	42.75 in
42.00	10.00 in	3/8"	3/4" x 4.5	18	46.61 in	53.00 in	1.750"	36	1.625	49.50 in
48.00	10.00 in	3/8"	3/4" x 4.5	20	52.61 in	59.50 in	1.875"	44	1.625	56.00 in

Unless otherwise stated all dimensions are in inches.
Flexible couplings do not provide against pull out of pipe
*Meets the provisions of ANSI /AWWA C219-91 Coupling standard for plain end pipe

CUSTOMER INFO

Company name: _____
Contact: _____ Tel # _____
Notes: _____
_____
_____

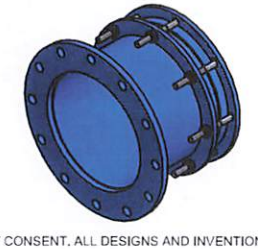
PRODUCTION RELEASE

☐ Approved as submitted hereon

☐ Approved as noted and revised hereon

☐ REJECTED _____

Release authorized by _____
Release Date _____ P.O. # _____



PowerSeal
PIPELINE PRODUCTS CORPORATION

MODEL
3528 Flanged Coupling Adapter
Steel pipe sizes 4" - 48"

SIZE		DWG NO	REV
	Wichita Falls, Texas		
DRAFTSMAN / DATE		SHEET 1 OF 1	

THIS DRAWING AND ALL INFORMATION IS THE PROPERTY OF POWERSEAL PIPELINE PRODUCT CORPORATION AND SHALL NOT BE USED, COPIED, OR REPRODUCED WITHOUT CONSENT. ALL DESIGNS AND INVENTION RIGHTS ARE RESERVED.

RE: Proposed replacement of existing spool

From: Reid Hudson (rhudson@freedomwaterworks.com)

To: virjiniah@tandgservices.com

Cc: ghix@freedomwaterworks.com

Date: Wednesday, May 21, 2025 at 08:10 AM CDT

Sorry for delay Virjinia, it's been a tornado of a week so far. I think that we could fit a 20" flange x plain end carbon steel spool piece lined for sewer and primed inside of the 20" ductile. It's going to be very close with only ¼" of clearance between the two pipe spools. Then on the plain end side of the steel pipe we use the FCA that Gage sent a cut sheet on. This is the only way I can see to make it work since we have the clearance constraints above and below the concrete, trying to put a reducer there is going to make the spool too long.

Want me to work up a price and lead time on this option?

Cohen Industrial Supply Co. is now **Freedom Waterworks!**

Reid Hudson

Sales

O: 713-467-3300 | C: 713-540-6693

11943 FM 529 | Houston, TX 77041

www.freedomwaterworks.com

From: Virjinia Harp <virjiniah@tandgservices.com>
Sent: Tuesday, May 20, 2025 10:35 AM
To: Reid Hudson <rhudson@freedomwaterworks.com>
Cc: Gage Hix <ghix@freedomwaterworks.com>
Subject: Re: Proposed replacement of existing spool

CAUTION: This email has been sent by someone outside of our company. DO NOT click links, open attachments or reply with sensitive information until you confirm this email is legitimate. If there is any doubt, contact IT immediately.

Reid,

Is there any way to make these pieces work? Reducing to either a 16 or 18 inch spool and not using ductile? The City is trying to finalize their plans and want to see if this is feasible and how long it would take to get these pieces in.

Respectfully,

Virjinia Harp

Workshop

Meeting Date: 06/11/2025
Department: Fire
Contact: Paul Sims, Fire Chief
Submitted By: Mike Legoudes, Assistant Fire Chief

Item Type: Bid Award

P. Sims

Joint Meeting: No Joint Meeting

Description

Discuss purchase of 3 battery operated vehicle extrication tool sets.

Summary / Recommendation

If approved, these tool sets will complete the Fire Department's conversion to battery operated extrication tools. Current hydraulic tool sets are 30+ years old and have reached the end of their useful life. MES is the sole-source vendor. Pricing is based upon the HGAC contract.

Fiscal Impact

Expenditure Amount:	$120,080.15
Revenue Amount:	
Account Number:	001-1300-9050
Budget Amendment Required Y/N:	N
Financial Review Complete:	MM
Financial Review Notes:	

Attachments

MES Quote
MES Sole Source Letter

(877) 637-3473

Quote

Quote #	QT1939182
Date	05/16/2025
Expires	08/29/2025
Sales Rep	Powell, Ronald M
Shipping Method	FedEx Ground
Customer	CONROE FIRE DEPARTMENT (TX)
Customer #	C32211

Bill To

Conroe Fire Department
City of Conroe Service Center
401 SGT Ed Holcomb
Conroe TX 77301
United States

Ship To

Conroe Fire Department
City of Conroe Service Center
401 SGT Ed Holcomb
Conroe TX 77301
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
271955000-1C			SP 555 E3 Connect Spreader - TOOL ONLY + CAPTIUM	3	$12,476.67	$37,430.01
272989000-1C			S 789 E3 Connect Cutter - TOOL ONLY + CAPTIUM	3	$11,278.33	$33,834.99
274987000-1C			CR 522 E3 Connect Ram TOOL ONLY + CAPTIUM	3	$8,876.27	$26,628.81
90-53-43_Kit			E3/EWXT 9Ah Batt	18	$788.91	$14,200.38
90-53-37			EWXT/E3 Charger 110-240V	9	$509.09	$4,581.81
81-67-20			Chain Set (KSV 11)	3	$991.10	$2,973.30

HGAC Contract EE11-24

Subtotal	$119,649.30
Shipping Cost	$430.85
Tax Total	$0.00
Total	$120,080.15

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1939182

HURST JAWS OF LIFE®

A Trusted IDEX Fire & Safety Brand

HURST Jaws of Life

711 N. Post Road
Shelby, NC 28150

T. 800-537-2659

jawsoflife.com

May 19, 2025

To: Conroe Fire Department

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for HURSTt® High Pressure (10,000 psi), HURST® eDRAULIC® and HURST® StrongArm® rescue equipment includes the following Counties;

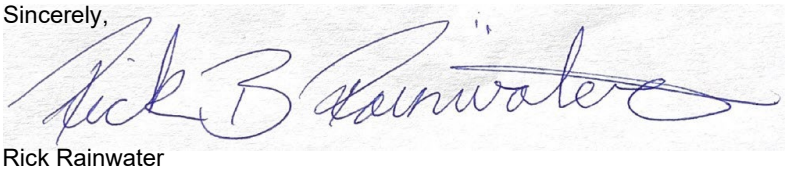
Anderson, Andrews, Angelina, Aransas, Archer, Armstrong, Atascosa, Austin, Bailey, Bandera, Bastrop, Baylor, Bee, Bell, Bexar, Blanco, Borden, Bosque, Bowie, Brazoria, Brazos, Briscoe, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Callahan, Cameron, Camp, Carson, Cass, Castro, Chambers, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Colorado, Comal, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, DeWitt, Dickens, Dimmit, Donley, Duval, Eastland, Ector, Edwards, Ellis, Erath, Falls, Fannin, Fayette, Fisher, Floyd, Foard, Fort Bend, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hale, Hall, Hamilton, Hansford, Hardeman, Hardin, Harris, Harrison, Hartley, Haskell, Hays, Hemphill, Henderson, Hidalgo, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Johnson, Jones, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kimble, King, Kinney, Kleber, Knox, Lamar, Lamb Lampasas, LaSalle, Lavaca, Lee, Leon, Liberty, Limestone, Lipscomb, Live Oak, Llano, Lubbock, Lynn, Madison, Marion, Martin, Mason, Matagorda, Maverick, McCulloch, McLennan, McMullen, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Montgomery, Moore, Morris, Motley, Nacogdoches, Navarro, Newton, Nolan, Nueces, Ochiltree, Oldham, Orange, Palo Pinto, Panola, Parker, Parmer, Pecos, Polk, Potter, Rains, Randall, Reagan, Real, Red River, Refugio, Roberts, Robertson, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant Taylor, Terrell, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Tyler, Upshur, Upton, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Wheeler, Wichita, Wilbarger, Willacy, Williamson, Wilson, Wise, Wood, Yoakum, Young, Zapata and **Zavala**

in the State of Texas and whose personnel have been factory trained and certified by HURST Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on HURST® Low Pressure (5,000 psi), HURST® High Pressure (10,000 psi), HURST® eDRAULIC®, HURST® StrongArm®, Vetter® and Airshore® rescue equipment:

MES - TEXAS
Houston, TX 77060
Phone: (800) 784-0404

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,



Rick Rainwater
Director of North American
Rescue Sales
IDEX Fire & Safety
Hurst Jaws of Life

TAR | Cc: Mike Faught, South Central Regional Sales Manager, Hurst Jaws of Life, Inc.

Meeting Date: 06/11/2025
Department: Finance
Contact: Ariel Gibbs, Chief Financial Officer
Submitted By: Claudia Curtis, Senior Accountant

Workshop

Item Type: Presentation

Item Type: Presentation
A. Gibbs
Joint Meeting: No Joint Meeting

Description
Discuss City of Conroe Annual Financial Audit including the Single Audit (Federal and State) for the Fiscal Year Ending September 30, 2024.

Summary / Recommendation
Discuss City of Conroe Annual Financial Audit including the Single Audit (Federal and State) for the Fiscal Year Ending September 30, 2024.

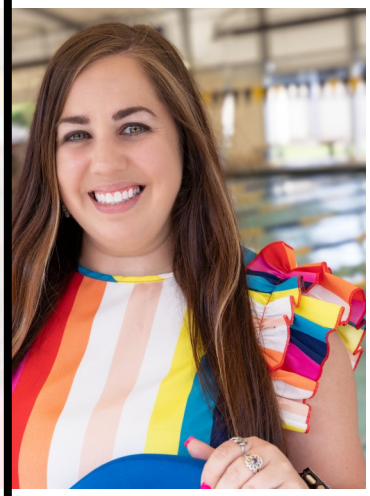
Attachments

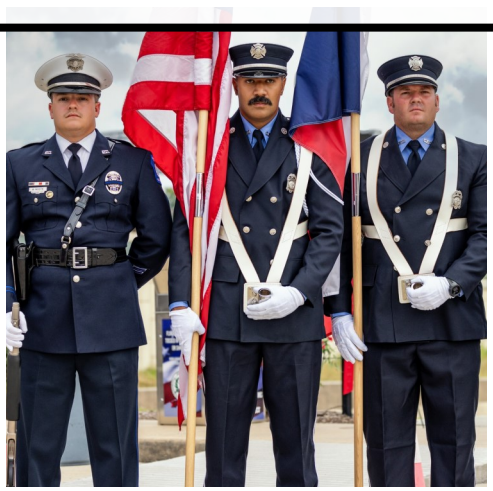
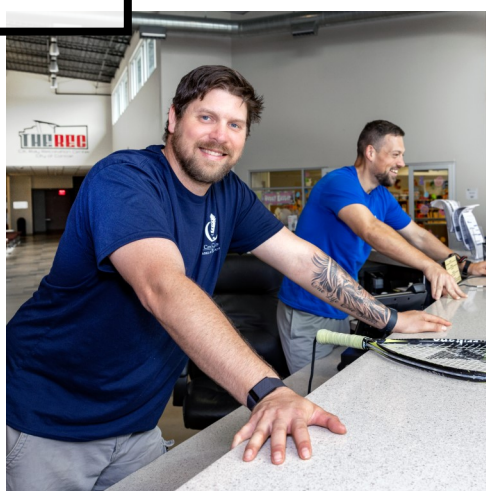
ACFR 2024







City of Conroe

Annual Comprehensive Financial Report

Year Ended September 30, 2024

Conroe, Texas

CITY OF CONROE, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Prepared by:
CITY OF CONROE, TEXAS
FINANCE & ADMINISTRATION DEPARTMENT
Khanh Ariel Gibbs
Director of Finance/Chief Finance Officer

City of Conroe, Texas
Annual Comprehensive Financial Report
For the Year Ended September 30, 2024

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Annual Comprehensive Financial Report
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Introductory Section

- Letter of Transmittal
- GFOA Certificate of Achievement
- Organization Chart
- Listing of City Officials



CITY OF CONROE
Est. 1904

May 30, 2025

To the Honorable Mayor, Members of the City Council,
and Citizens of the City of Conroe, Texas

The Annual Comprehensive Financial Report of the City of Conroe, Texas (the City) for the fiscal year ended September 30, 2024, is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of their presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the City, as measured by the financial activity of its various funds. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included. This letter of transmittal is intended to compliment the Management Discussion and Analysis (MD&A), which begins on page 15.

I. PROFILE OF THE GOVERNMENT

The City of Conroe is thirty-five miles north of downtown Houston, and is only twenty-five miles from Bush Intercontinental Airport. In addition, Conroe is the County Seat of Montgomery County, whose two most populous areas are Conroe and, to the south, The Woodlands.

The City was incorporated in 1904 and is a home rule city operating under the Mayor-Council form of government. The City Council is comprised of the Mayor and five Council members, who enact local legislation, adopt budgets, determine policies, execute the laws, and administer the government of the City. The City votes in even numbered years. Conroe voters elect the Mayor and two Council members and two years later the remaining three Council positions are filled. All council members are elected at large. Terms of office for all Council positions are for four consecutive years. Each Council member may run for two consecutive four-year terms.

The Council, by adopted ordinance, has created a City Administrator position to act as the chief administrative officer of the City. The City Administrator is not appointed for a fixed time and may be removed by vote of City Council. One of the responsibilities of the City Administrator is to conduct the general affairs of the City in accordance with the policies of the City Council.

The City provides to its citizens a full range of municipal services as required by statute or charter. These services include police and fire protection, public improvements, city planning, street and drainage maintenance, recreation and parks, transportation/transit, and general administrative services. In addition to general government activities, the City provides water, sewer, and residential sanitation services.

Activities of City funds are included in the annually appropriated budget. The following governmental funds do not have an annual budget: Public Improvement District “PID” Assessments, Owen Theatre, Firearms Training Facility, and Woodlands Township Regional Participation. Capital project and grant funds adopt annual budgets. The City of Conroe Other Post-Employment Benefit Trust Fund also does not have an annually appropriated budget.

The Chief Finance Officer may, at any time with the consent of the City Administrator, transfer any unencumbered appropriation from one line-item to another line-item within the same department. Provided, however, that no unencumbered appropriation may be transferred from one department or fund to another, except upon the express approval of the City Council. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City's governing body. The legal level of budgetary control (that is, the level at which expenditures may not legally exceed appropriation) is the department level.

Departmental appropriations that have not been expended by the departments lapse at the end of the fiscal year. The City maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Encumbrances outstanding at year-end are voided. Remaining commitments must be re-appropriated and encumbered in the new fiscal year.

The City amends the budget on a quarterly basis in accordance with the Financial Management Policy. Such amendment may increase or decrease expenditures or revenues in the City’s appropriated funds. Budget amendments are utilized to address unforeseen circumstances that arise outside of the normal budgeting process.

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of controls should not exceed the benefits expected to be derived and (2) the evaluation of costs and benefits requires estimates and judgments by management.

We believe that the City's accounting controls provide reasonable assurance that errors or irregularities that could be material to the financial statements are prevented or would be detected within a timely period by employees in the normal course of performing their assigned functions.

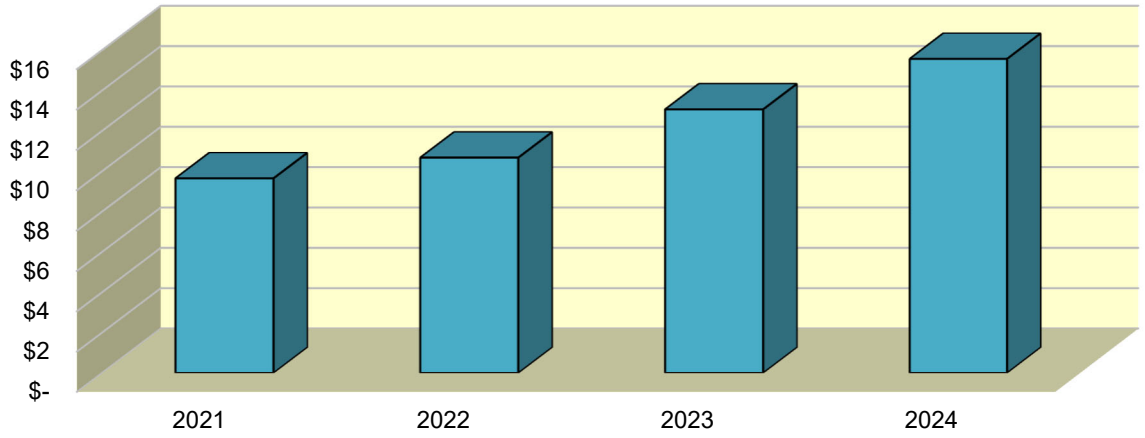
The Basic Financial Statements of the City include all government activities, organizations, and functions for which the City is financially accountable, as defined by the Governmental Accounting Standards Board (GASB).

LOCAL ECONOMY

Because of the strength of the regional and local economy, Conroe continues to experience growth in residential, commercial, and light industrial development. Conroe’s estimated population for 2024 is 109,130.

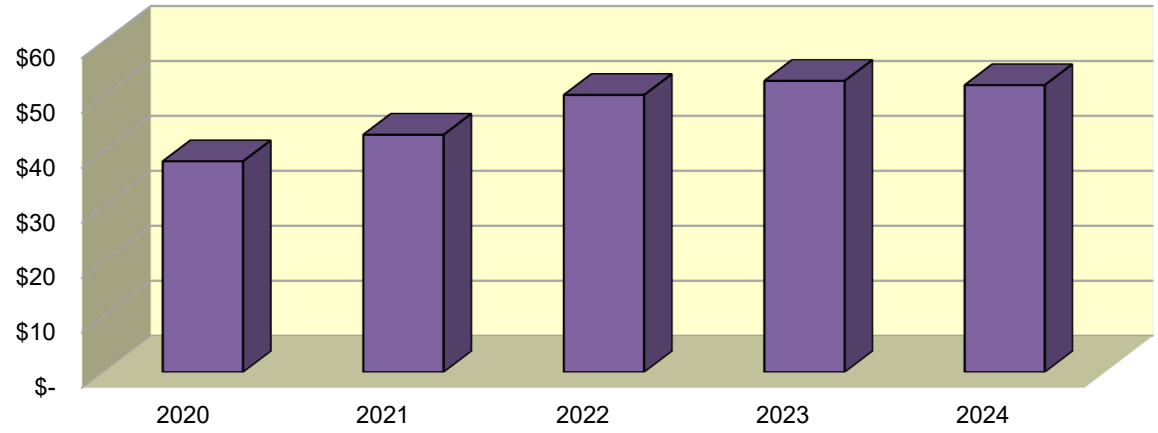
The tax roll certified by the Montgomery Central Appraisal District for 2024 (FY25) increased by $1,209,867,399 or 8.4% to $15,568,034,355. New improvements and personal property accounted for approximately $378,758,454 of this amount. Newly annexed property did not add any value to the tax roll. This will affect revenues recorded in next year’s Annual Comprehensive Financial Report (ACFR). The taxable value increase for the current fiscal year is $1,293,750,720 or 9.9%

Assessed Property Valuation
(in billions)



Sales tax revenue is the largest revenue source for the City. Excluding the CIDC's portion, the City's sales tax revenue totaled $52,206,953 for the fiscal year ended September 30, 2024. This amount represents a decrease of $775,944 or 1.5%, from the prior fiscal year.

Sales Tax Revenues
(in millions)



The City issued 3,025 building permits for properties & improvements valued at $762,498,800. This included 2,277 building permits for single family housing starts totaling $605,109,159. The average single-family home value, exclusive of land, was $260,839. The City reported a total labor force of 54,846 with an unemployment rate of 4.2% as of September 2024. These data are compiled by Labor Market & Career Information (LMCI.com).

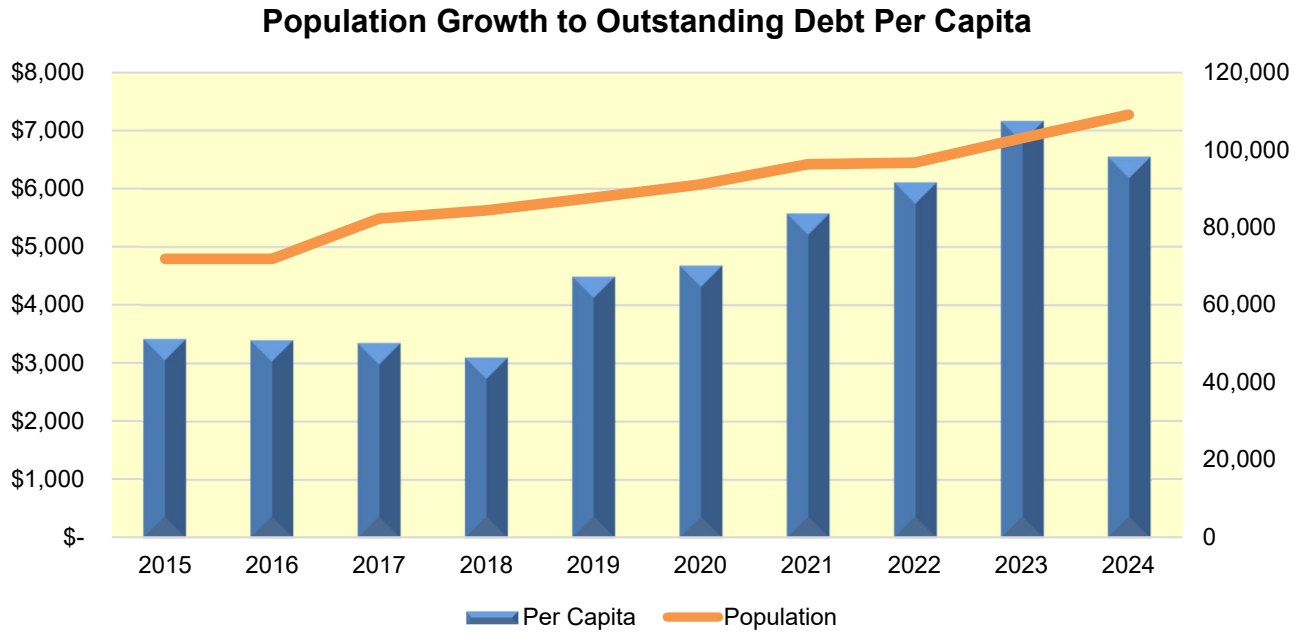
LONG-TERM FINANCIAL PLANNING

The $65,701,846 unassigned fund balance in the General Fund is the equivalent of 216 days of expenditures. This exceeds the financial policy guidelines set by Council of maintaining at least 90 days of fund balance. The purpose of this unassigned balance is to protect the City against short-term operating deficits in the General Fund. It will be available to defer short term tax increases, cover revenue shortfalls, or cover unanticipated expenditures.

The City also studies a multi-year plan for evaluating tax rates and utility rates as they relate to debt

financing for capital needs and the operating costs of providing services to citizens. Projected revenues and expenditures are forecast through September 30, 2030, in the current budget. As a result of the multi-year review, the City has been able to maintain its property tax rate of $0.4272 per $100 of value for FY 24.

Outstanding debt per capita decreased from $7,158 in 2023 to $6,543 in 2024. The current ratio of net general bonded debt to assessed value of all taxable property is 1.99**%**. The City continues to maintain its current Moody's rating of Aa1 and Standard & Poor's rating of AA+ on its Certificates of Obligation and its current Moody's rating of Aa1 and Standard & Poor's rating of AA on its Water and Sewer Revenue Bonds.



In addition, the City has recognized the long-term financial implications of its pension and retiree health benefits. Regarding pensions, the City funds the full contribution rate to the Texas Municipal Retirement System to ensure the long-term sustainability of the plan. For retiree health care, the City funded 100% of the actuarially determined contribution (ADC).

MAJOR INITIATIVES

Construction has been completed on the Hyatt Regency Conroe Hotel & Convention Center. The hotel is owned by the Conroe Local Government Corporation (CLGC) and will be managed by Hyatt. The economic development project adds another full-service hotel to Conroe. The Hyatt Regency Conroe is a 7-story hotel, consisting of 250 guestrooms and suites, food and beverage facilities, a fitness center, pool, and other related amenities and facilities.

The Hyatt Regency Conroe offers all of the services and amenities expected for an upper-upscale convention center hotel serving both corporate and leisure guests. Food and beverage amenities includes a full-service three-meal restaurant with private dining room, a club lounge, a lobby bar, and a breakfast buffet. Other amenities includes a business center, high-speed Internet, an outdoor pool terrace with amenity deck, a fitness center, and a marketplace area.
The Convention Center consists of public conference rooms and meeting space of approximately 30,000 square feet, including a main ballroom of approximately 14,000 square feet, a junior ballroom of approximately 6,077 square feet, and additional meeting space of approximately 6,000 square feet.

The Hyatt Regency Conroe Hotel and Convention Center is full-service, meaning patrons can hold meetings and gatherings, and dine all in one location. Out of town visitors spend money in the local economy on retail, restaurants, fuel, lodging, and nightlife, which supports local jobs and businesses. The project will also generate hotel occupancy tax revenue, sales tax revenue, and mixed beverage tax revenue. The project opened in May 2023.

The City has seen growth in the Conroe Park North Industrial Park, and major tenants have purchased land, constructed, and/or expanded facilities within the park in the past year. The Conroe Industrial Development Corporation (CIDC) is funding the rehabilitation of the streets within the existing park. In 2018, the CIDC purchased 610 acres to expand the industrial park. The CIDC continues to fund streets, signals, water, sewer, and drainage infrastructure in the expanded area of the park and will be funding the Water Plant Elevated Storage Tank – In the Industrial Park and Technology Park. The CIDC is currently funding two Water Plant projects, which should be completed in FY 25, that are necessary to serve the increased demand in the industrial park.

Transportation services expanded transit operations to include a new Park and Ride commuter bus service to Houston, which began April 1, 2019 and has provided additional revenue in ticket sales. After a decrease in ridership due to COVID-19, operations have resumed a consistent ridership. In December 2022, a Downtown Circular route was added to enhance the patronage to the downtown businesses.

The City has numerous capital improvement projects slated to begin or be completed in FY 24, including street rehabilitation in the Gleenwood Park and Sunset Ridge subdivisions, East Semands Street area, and Lake Conroe Forest Phase I, underground electrical conversion in downtown alleys, signal upgrades to IH-45 at North Loop 336, construction of a new fire station, expansion of the police station parking lot, HVAC replacement and upgrades at the Conroe Municipal Center, drainage improvements south of Loop 336 on Lilly Boulevard, and construction of a new Oscar Johnson, Jr. Community Center.

On September 10, 2021, the City contracted with Ameresco to replace water meters and install Automatic Metering Infrastructure (AMI) throughout the City. The project is to replace aging meters with smart meters utilizing ultrasonic technology that allows meter reading to be done on a fixed base station system instead of the current “drive-by” reading system. The project also includes implementing the Water Smart customer service software, which will allow customers to view water usage history and set usage and billing notifications. This project was completed in FY24.

The City also has capital improvement projects for its water and sewer utility, including water storage tank and water well improvements, water line rehabilitations and extensions, sanitary sewer line replacements and rehabilitations, sewer lift station replacements, and continuation of the sanitary sewer overflow initiative.

The City of Conroe is committed to providing well-maintained infrastructure and a variety of quality services to protect and enhance the living conditions of its citizens.

AWARDS AND ACKNOWLEDGEMENTS

Certificate of Achievement Program. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Conroe for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023. This was the eighteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Report. This report must satisfy both GAAP and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Report continues to meet the Certificate of Achievement Program's requirements, and it will be submitted for consideration.

The preparation of this report was accomplished with diligence and efficiency by the entire staff of the Finance & Administration Department. I express my appreciation to all members of the Department who assisted and contributed to its preparation. I also thank the Mayor, members of the City Council, and City Administrator for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

PAFR Certificate of Achievement. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for the Popular Annual Financial Reporting Award Program (PAFR) for the fiscal year ended September 30, 2023. This was the nineth year that the City has achieved this prestigious award. State and local governments must be able to extract information from their annual comprehensive financial report to produce a high quality popular annual financial report specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance.

Independent Audit. The City Charter requires an annual audit of the books of account, financial records, and transactions of all administrative departments of the City by an independent certified public accountant. The accounting firm of Whitley Penn, LLP, was selected by the City Council. This requirement has been fulfilled, and the auditors' opinion is included in this report. Whitley Penn, LLP, has issued an unmodified ("clean") opinion of the City's financial statements for the year ended September 30, 2024. Their report is located at the front of the financial section of this report.

Respectfully Submitted,

Khanh Ariel Gibbs

Khanh Ariel Gibbs
Director of Finance/Chief Financial Officer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Conroe
Texas

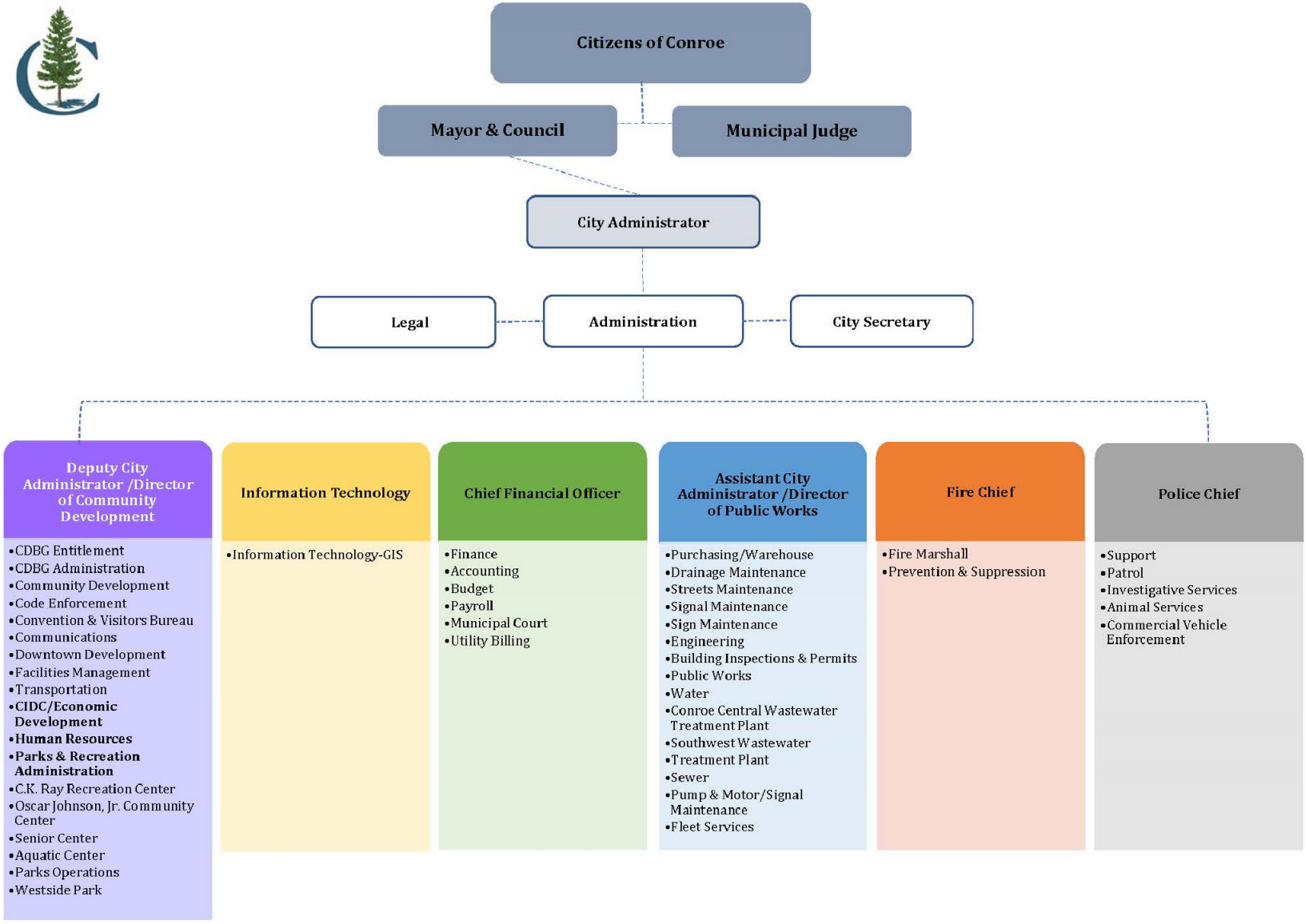
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrill

Executive Director/CEO

City of Conroe, Texas Organization Chart



City of Conroe 2023-2024

Listing of City Officials

Elected Officials

Mayor	Duke W. Coon
Councilman Place 1	David Hairel
Councilman Place 2	Shana R. Arthur
Councilman Place 3 - Mayor ProTem	Harry Hardman
Councilman Place 4	Howard Wood
Councilman Place 5	Marsha Porter
Municipal Court Judge	William Waggoner

Appointed Officials

City Administrator	Gary Scott
City Secretary	Sami Quinlan
City Attorney	Michael Garner
Deputy City Administrator/Director of Community Development	Nancy Mikeska
Assistant City Administrator/Director of Public Works	Norman McGuire
Director of Finance/Chief Finance Officer	Khanh Ariel Gibbs
Police Chief	Jon Buckholtz
Fire Chief	Paul Sims
Director of Human Resources	Andre Houser
Executive Director of Conroe Industrial Development Corporation	Laura Lea Palmer



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Financial Section

- Independent Auditor's Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining Statements and Budgetary Comparison Schedules



whitleypenn

Houston Office
3737 Buffalo Speedway
Suite 1600
Houston, Texas 77098
713.621.1515 Main

whitleypenn.com

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
Members of City Council
City of Conroe, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Conroe, Texas (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, General Fund budgetary comparison schedule, pension information, and other post-employment benefits information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Honorable Mayor and
Members of City Council
City of Conroe, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining statements and budgetary comparison schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 30, 2025, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Houston, Texas
May 30, 2025



This section of the City of Conroe, Texas (the City) annual financial report presents our discussion and analysis of the City's financial performance during the fiscal year ended September 30, 2024. Please read it in conjunction with the City's transmittal letter in the preceding section (introductory) and the basic financial statements following this section.

FINANCIAL HIGHLIGHTS

Government-wide

The total government-wide assets and deferred outflows of resources of the City of Conroe exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $410,937,737. This is a net increase of $58,578,855. The majority of the increase is attributable to increased property tax and charges for services.

The net position of the primary government is comprised of the following:

(1) Net investment in capital assets of $226,625,051 includes land and easements, construction in progress, buildings and improvements, machinery and equipment, and infrastructure, net of accumulated depreciation/amortization, and is reduced by outstanding debt, net of unspent proceeds, related to the purchase or construction of capital assets.
(2) Net position of $74,153,075 is restricted by constraints imposed from outside the City for debt obligations, special revenue funds, severance pay sinking fund, seized assets, red light cameras, and state cable franchise fees.
(3) Unrestricted net position of $110,159,611 represents the portion available to meet ongoing obligations.

Governmental Fund Financial Statements

- As of September 30, 2024, the City of Conroe's governmental funds reported combined ending fund balances of $253,518,200, a decrease of $8,281,746 in comparison with the prior year. Approximately 26 percent of this total amount, $65,701,846, is available for spending at the government's discretion (unassigned fund balance). The remaining fund balance consists of $16,211,545 classified as nonspendable, $146,884,421 classified as restricted, $11,842,170 classified as committed, and $12,878,218 is classified as assigned.

- The General Fund is used to account for the general operations of the City. At the end of the current fiscal year, the unassigned fund balance for the General Fund was $65,701,846, or 59 percent of total General Fund expenditures. The General Fund had a nonspendable fund balance of $211,545, restricted fund balance of $3,061,260, and assigned fund balance of $12,878,218 at September 30, 2024.

- The Conroe Industrial Development Corporation (CIDC) is a blended component unit whose sole purpose is to promote economic development within the City and vicinity. The total fund balance was $56,322,421 at September 30, 2024. Of this amount, $16,000,000 is nonspendable for advances to other funds, $35,016,921 is restricted for special revenue funds, and $5,305,500 is restricted for debt service.

- The Debt Service Fund is used to account for the accumulation of resources and payment of general obligation bonds, contractual obligations, and certificates of obligation. The entire fund balance of $11,569,767 is restricted to meet these obligations.

- The Certificates of Obligation, Series 2022A CIP Fund is used to account for expenditures related the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of City streets, signal systems, facilities, parks, and drainage. The entire fund balance of $10,652,010 is restricted for capital projects.

- The nonmajor governmental funds had total combined fund balances of $93,121,133 at September 30, 2024. Of this amount, $10,349,730 is restricted for special revenue funds, $84,036 is restricted for debt service, $70,845,197 is restricted for capital project funds, and $11,842,170 is committed.

Long-Term Debt
The City of Conroe issues debt to finance an ongoing capital improvement program. During FY 24, the City issued $40,170,000 in Certificates of Obligation and $19,025,000 in Limited Tax Refunding Bonds. Note VI to the financial statements provides details of long-term obligations.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Conroe's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. Required supplementary information is included in addition to the basic financial statements. This report also contains other supplementary information.

Government-wide Financial Statements are designed to provide readers with a broad overview of City finances, in a manner similar to those used by private-sector business.

The Statement of Net Position presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between the four components (assets and deferred outflows of resources, less liabilities and deferred inflows of resources) presented as net position. Net position is reported as one of three categories: net investment in capital assets, restricted, or unrestricted. Restricted net position is further classified as either net position restricted by enabling legislation or net position that is otherwise restricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). Both the Statement of Net Position and the Statement of Activities are prepared utilizing the accrual basis of accounting.

The Statement of Net Position and the Statement of Activities divide the City's activities into two types:

Governmental activities - Most of the City's basic services are reported here, including general government, finance, public safety (police and fire protection), community development, parks and recreation, and public works. Sales and property taxes and franchise fees provide the majority of the financing for these activities.

Business-type activities - Activities for which the City charges a fee to customers to pay most or all of the costs of a service it provides are reported here. The City's business-type activities include water and wastewater services and hotel services via the CLGC Hotel.

The government-wide financial statements include not only the City itself but also component units: the Oscar Johnson, Jr. Community Center Volunteers, Inc. (OJJCCV) financial information is reported separately from the financial information presented for the primary government as a discretely presented component unit. The Conroe Industrial Development Corporation (CIDC) and the Conroe Local Government Corporation (CLGC), although also legally separate, function for all practical purposes as departments of the City, and therefore have been included as an integral part of the primary government as blended component units.

Fund Financial Statements provide more detailed information about the City's most significant funds—not the City as a whole. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes. Some funds are required by State law and by bond covenants, while others are established by the City Council to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The City has the following kinds of funds:

Governmental funds— Governmental funds are used to account for the majority of the City's activities, which are essentially the same functions reported as governmental activities in the government-wide statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of the governmental funds financial statements is narrower than that of the government-wide financial statements. Therefore, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds Balance Sheet and the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison. These reconciliations explain the differences between the government's activities as reported in the government-wide statements and the information presented in the governmental funds financial statements.

The City maintains 44 individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet and in the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Conroe Industrial Development Corporation, Debt Service Fund, and Certificates of Obligation, Series 2022A CIP Fund, which are considered to be major funds. Data for the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the non-major governmental funds is provided in the form of combining statements later in this report.

Proprietary funds—When the City charges customers for services it provides, the activities are generally reported in proprietary funds. The City of Conroe maintains two different types of proprietary funds: enterprise and internal service.

> *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City has two major enterprise funds, which are the Water and Sewer Fund and the CLGC Hotel. These services are primarily provided to outside, or non-governmental, customers.
>
> *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its employee insurance program and fleet services.

Fiduciary funds—When the City accounts for resources held for the benefit of parties outside the City, the activities are generally reported in a fiduciary fund. Fiduciary funds are not reflected in the combined financial statements because resources of those funds are not available to support the City's own programs. The City of Conroe maintains two types of fiduciary funds: Custodial Fund - Public Improvement District "PID" and City of Conroe Other Post-Employment Benefit (OPEB) Trust Fund.

<u>*Notes to the Basic Financial Statements*</u> provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes can be found beginning on page 39 of this report.

<u>*Required Supplementary Information*</u> presents certain required information concerning the City's General Fund budget to actual comparison, and progress in funding its obligation to provide pension benefits and other post-employment benefits to its employees. Required supplementary information can be found beginning on page 82 of this report.

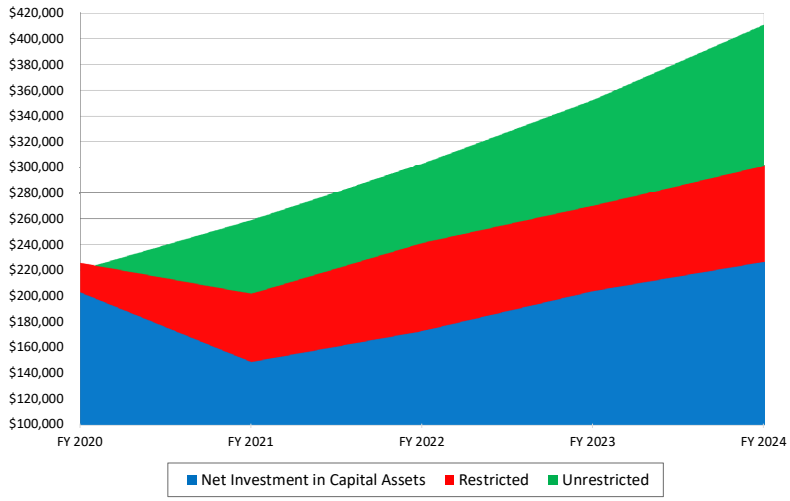
GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve as useful indicator of a government's financial position. The City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $410,937,737 for fiscal year 2024 and $352,358,882 for fiscal year 2023. Revenues exceeded expenses during the current fiscal year, increasing net position by $58,578,855.

Condensed Statement of Net Position
(amounts in thousands)

	Primary Government					
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and Other Assets	$ 312,357	$ 329,513	$ 177,156	$ 142,302	$ 489,513	$ 471,815
Capital & Right-of-Use Assets	381,570	351,576	430,645	415,785	812,215	767,361
Total Assets	693,927	681,089	607,801	558,087	1,301,728	1,239,176
Deferred Outflows of Resources	33,246	43,972	3,494	4,636	36,740	48,608
Current and Other Liabilities	16,757	27,041	37,066	32,046	53,823	59,087
Long-Term Liabilities	436,109	463,596	402,389	382,618	838,498	846,214
Total Liabilities	452,866	490,637	439,455	414,664	892,321	905,301
Deferred Inflows of Resources	34,343	29,474	867	650	35,210	30,124
Net Position:						
Net Investment in Capital Assets	110,171	104,835	116,454	99,038	226,625	203,873
Restricted	64,663	57,340	9,490	8,861	74,153	66,201
Unrestricted	65,130	42,775	45,029	39,510	110,159	82,285
Total Net Position	$ 239,964	$ 204,950	$ 170,973	$ 147,409	$ 410,937	$ 352,359

Total Net Position
Governmental and Business-Type Activities
(In thousands)



The largest portion of the City's net position, $226,625,051 (55%), reflects its net investment in capital assets (land, improvements, buildings, infrastructure, vehicles, machinery and equipment), less any related outstanding debt used to acquire those assets. The primary use of these capital assets is to provide services to citizens; therefore, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that resources needed to repay this debt must be provided from

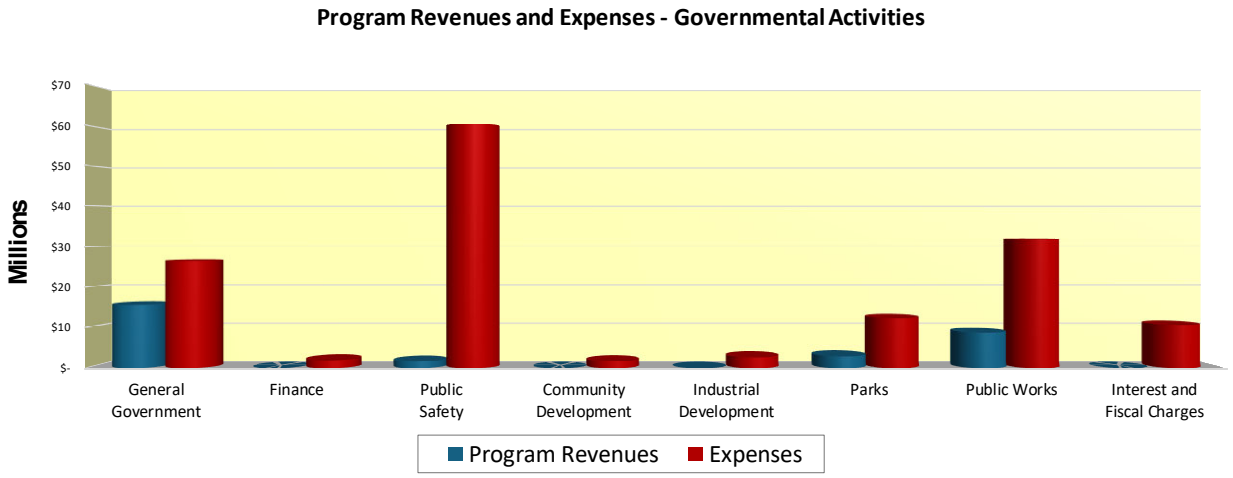
other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City's net position, $74,153,075 (18%), is restricted for debt service, special revenue funds, severance pay sinking fund, seized assets, red light cameras, and state cable franchise PEG fee. Another portion of the City's net position is the unrestricted net position of $110,159,611 (27%).

The following table indicates changes in net position for governmental and business-type activities:

Condensed Statement of Activities
(amounts in thousands)

	Primary Government					
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for Services	$ 15,298	$ 14,845	$ 78,679	$ 68,763	$ 93,977	$ 83,608
Operating Grants and Contributions	13,784	11,694	3,051	2,847	16,835	14,541
Capital Grants and Contributions	-	11	10,468	87,830	10,468	87,841
General Revenues:						
Property Taxes	59,732	53,635	-	-	59,732	53,635
In Lieu of Taxes	1,744	1,635	-	-	1,744	1,635
Franchise Fees	9,105	8,678	-	-	9,105	8,678
Sales and Other Taxes	69,609	70,645	-	-	69,609	70,645
Hotel Occupancy Taxes	3,542	2,931	-	-	3,542	2,931
Mixed Beverage Taxes	543	526	-	-	543	526
Miscellaneous	4,258	18,562	28	76	4,286	18,638
Donations	183	203	-	-	183	203
Grants and Contributions Not Restricted to Specific Programs	2,738	2,652	-	-	2,738	2,652
Investment Earnings	12,105	11,372	7,081	5,073	19,186	16,445
Net Change in Fair Value of Investments	390	201	287	98	677	299
Total Revenues	193,031	197,590	99,594	164,687	292,625	362,277
Expenses:						
General Government	26,595	27,363	-	-	26,595	27,363
Finance	2,002	2,621	-	-	2,002	2,621
Public Safety	60,354	63,761	-	-	60,354	63,761
Community Development	1,752	2,541	-	-	1,752	2,541
Industrial Development	2,756	2,888	-	-	2,756	2,888
Parks	12,354	13,745	-	-	12,354	13,745
Public Works	31,907	31,282	-	-	31,907	31,282
Interest and Fiscal Charges	10,694	12,184	-	-	10,694	12,184
Water and Sewer	-	-	69,930	63,960	69,930	63,960
Hotel	-	-	15,703	92,233	15,703	92,233
Total Expenses	148,414	156,385	85,633	156,193	234,047	312,578
Excess (Deficiency) before Transfers	44,617	41,205	13,961	8,494	58,578	49,699
Transfers	(9,603)	(12,834)	9,603	12,834	-	-
Change in Net Position	35,014	28,371	23,564	21,328	58,578	49,699
Net Position - Beginning	204,950	176,579	147,409	126,081	352,359	302,660
Net Position - Ending	$ 239,964	$ 204,950	$ 170,973	$ 147,409	$ 410,937	$ 352,359

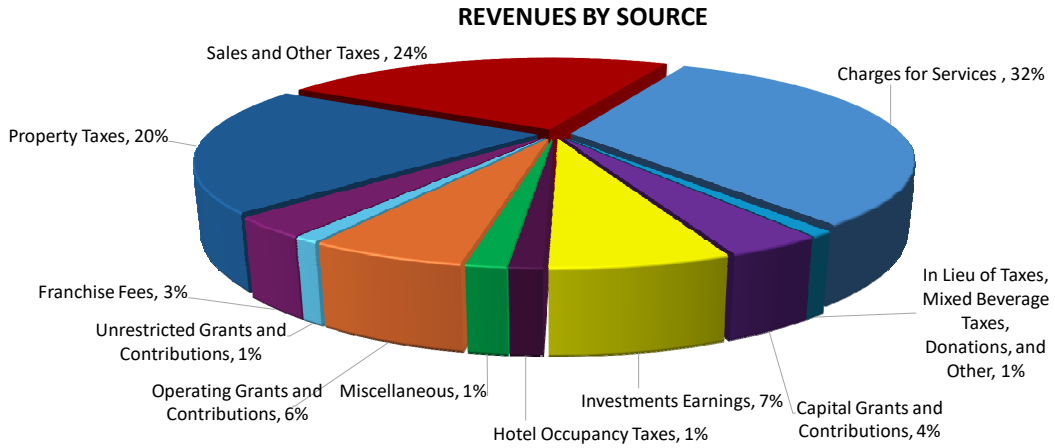


Revenues

For fiscal year ended September 30, 2024, revenues for the primary government totaled $292,624,685. The revenues are categorized by activity type: governmental activities totaled $183,427,193 and business-type activities totaled $109,197,492, net of transfers in/out.

Program revenues are derived from the program itself and reduce the cost of the function to the City. Total program revenues were $121,279,542 or 41% of total revenues, which decreased $64,711,462 compared to the prior year due to the nonrecurring hotel capital contribution that occurred in the prior year. The largest portion of program revenues is Charges for Services of $93,975,576, which is 32% of total revenues. The business-type Charges for Services of $78,677,943 are primarily derived from water and sewer charges and hotel operations. The other portions of program revenues are Operating Grants and Contributions of $16,835,772 (6%) and Capital Grants and Contributions of $10,468,194 (4%).

General revenues are revenues that cannot be assigned to a specific function. They consist of Sales and Other Taxes of $69,609,271, one of the largest revenue sources for governmental activities and 24% of total revenues. Property Taxes of $59,732,146 or 20% of total revenues, which is a $6.1 million increase from prior year Property Taxes of $53,635,044, primarily due to increases in appraised values. Miscellaneous revenues of $4,285,803 (1%) decreased due to the CLGC Hotel purchasing the hotel revenue debt from the City and the City donating the assets that were purchased with those bond proceeds in the prior year. Other categories are Investment Earnings of $19,186,269 (7%), Franchise Fees of $9,105,234 (3%), Grants and Contributions Not Restricted to Specific Programs of $2,737,776 (1%), Hotel Occupancy Taxes of $3,541,915 (1%). The remaining revenue categories as combines for 1% of total revenues: In Lieu of Taxes of $1,743,665, Mixed Beverage Taxes of $542,632, Donations of $182,632, and Net Change in Fair Value of Investments of $677,800.



Expenses

For fiscal year ended September 30, 2024, expenses for the primary government totaled $234,045,830. These expenses are divided by activity type: governmental activities of $148,412,283 and business-type activities of $85,633,547.

The City's largest governmental activities function is Public Safety. The main components of this function are the Police and Fire departments. Total expenses for this function were $60,353,436 or 26% of total expenses. The expenses can be primarily attributed to salaries (including benefits and overtime) and vehicle maintenance.

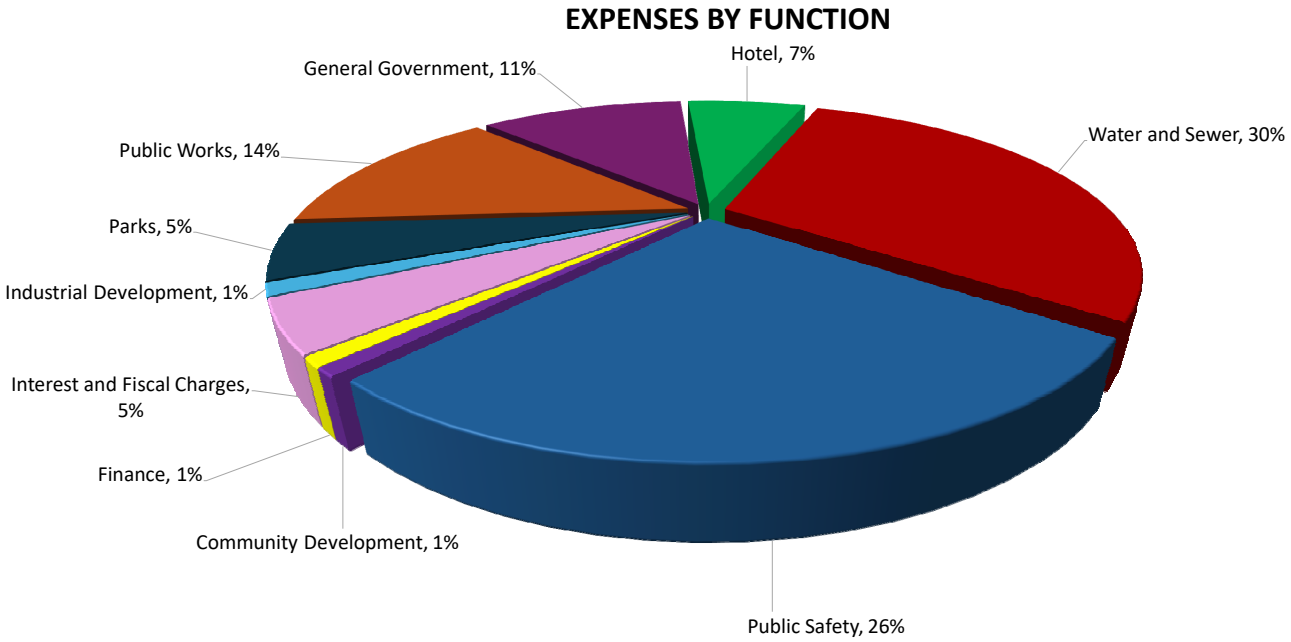
The Water and Sewer business-type activities function expenses were $69,930,410 or 30% of total expenses. These expenses enable the City to provide water and sewer treatment services to its customers.

The Hotel business-type activities function expenses were $15,703,137 or 7% of total expenses.

General Government governmental activities function expenses were $26,594,403 or 11% of total expenses. The expenses can be primarily attributed to salaries and benefits for employees.

The Public Works governmental activities function had expenses of $31,906,781 or 14% of total expenses. These services include: street maintenance, drainage maintenance, signal maintenance, sign maintenance, engineering, and building inspections and permits.

The remaining governmental activities functions are Parks with expenses of $12,353,513 or 5%, Interest and Fiscal Charges with expenses of $10,693,875 or 5%, Industrial Development with expenses of $2,755,827 or 1%, Finance with expenses of $2,002,076 or 1%, and Community Development had expenses of $1,752,372 or 1%.

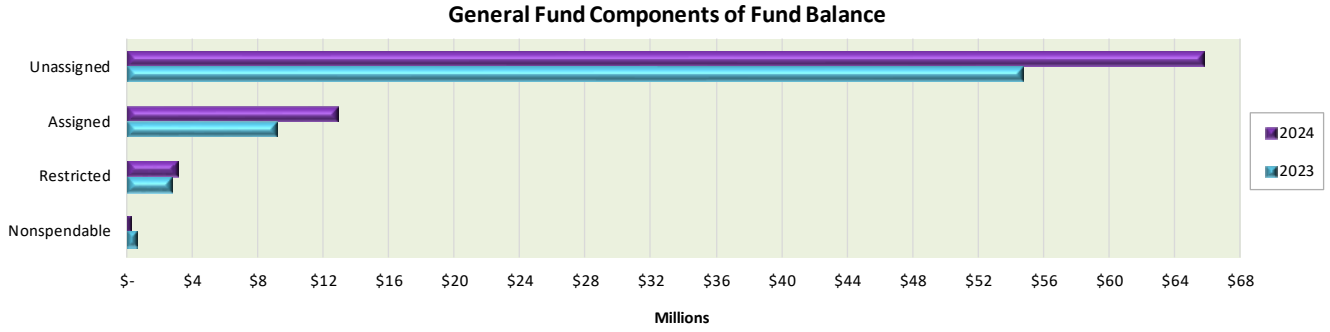


FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The **General Fund** is the chief operating fund of the City. At the end of the current year, its unassigned fund balance was $65,701,846, while the total fund balance reached $81,852,869. The General Fund total fund balance increased $14,634,908 primarily due to increased property tax revenues. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned and total fund balance to its expenditures. Unassigned fund balance was $65,701,846, or 59% of total General Fund expenditures. Total fund balance was $81,852,869, or 74% of General Fund expenditures. The General Fund also had nonspendable amounts of $105,174 for prepaid items and $106,371 for inventories; restricted amounts of $28,528 for Severance Pay 2% Sinking Fund, $2,037,468 for Seized Assets, $254,183 for Red Light Cameras and, $741,081 for the State Cable Franchise 1% PEG fee; and assigned amounts of $870,996 for Tree Mitigation, $219,668 for Tree Enforcement, $9,229,453 for vehicle and equipment replacement, $2,558,101 for technology and equipment replacement.



The **Conroe Industrial Development Corporation** ended the fiscal year with a total fund balance of $56,322,421. There is $16,000,000 advance to other funds, and $5,305,500 restricted for debt service reserves. The remaining $35,016,921 is restricted for on-going operations of the CIDC. The increase to fund balance was less than the prior year primarily due to the decrease in land sales.

The **Debt Service Fund** ended the fiscal year with a total fund balance of $11,569,767 compared to $11,063,344 at the end of fiscal year 2023. This fund balance is restricted for the payment of debt.

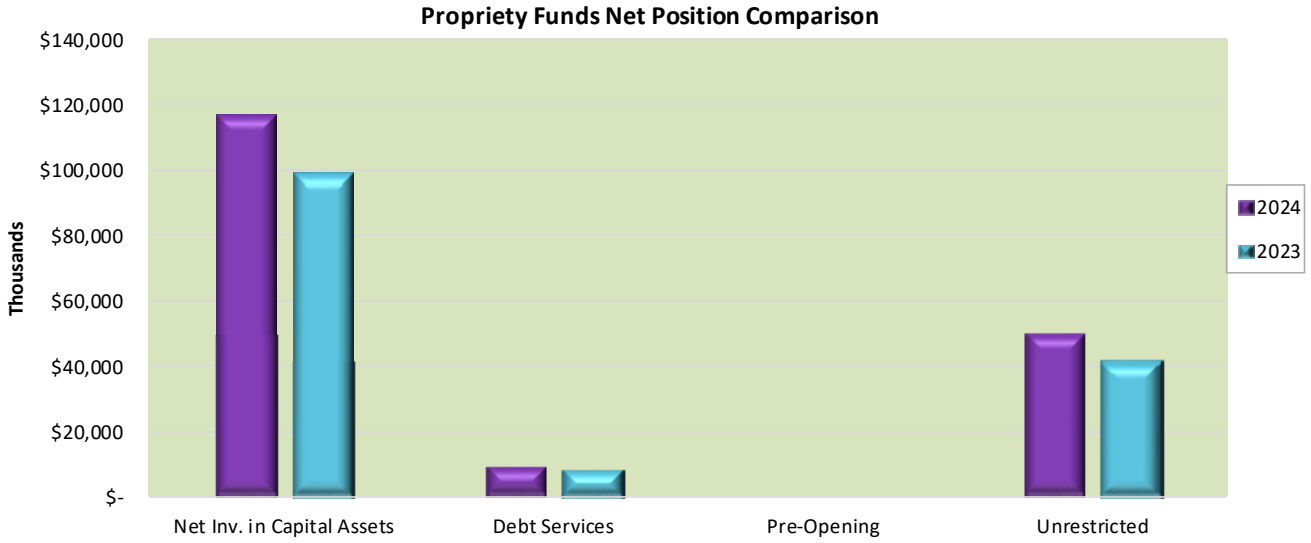
The **Certificates of Obligation, Series 2022A CIP Fund** ended the fiscal year with a total fund balance of $10,652,010 that is restricted for construction projects.

Proprietary Funds

The City's proprietary funds provide the same type of information found in the government-wide financial statements but in more detail.

Unrestricted net position of the **Water and Sewer Fund** at the end of the year amounted to $43,225,168, with a total increase in net position of $26,149,458. The increase was largely due to an increase in investment income due to higher interest rates, a net transfer in of $9.6 million, and a $8.9 million capital contribution from the CIDC.

Unrestricted net position of the **Conroe Local Government Corp. Hotel** at the end of the year amounted to $1,804,320, with a total net position of a deficit $3,185,930 due to a deficit net investment in capital assets of $11,499,760.

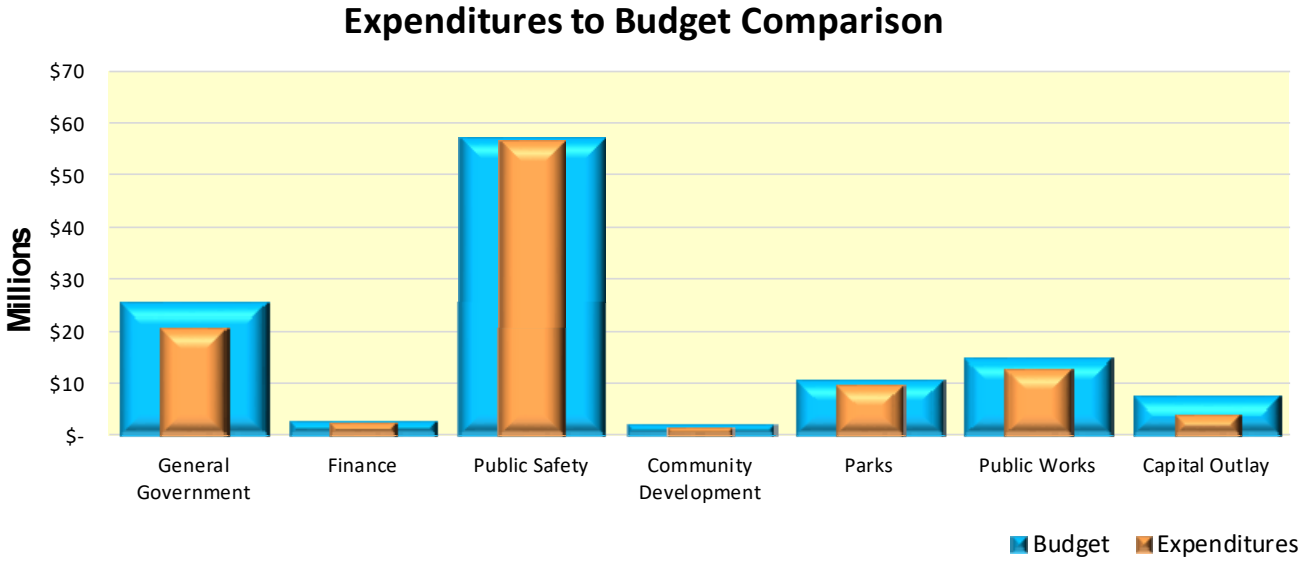


General Fund Budgetary Highlights

During the year, there was a $3,830,424 increase in appropriations between the original and final amended budget. This increase is primarily due to adjustments for supplies and other goods due to overall market increases due to supply chain shortfalls, and an increase in capital outlay to cover vehicles that were not received in the current year due to shortages in the market. The City also provided a cost of living increase and market adjustment to employee salaries.

Actual General Fund revenues exceeded budgeted revenues by $7,523,928 during the year. This increase is primarily due to increased property tax collections, intergovernmental revenues, and investment income.

Total expenditures were lower than budgeted amounts by $11,197,339 for the fiscal year. This decrease is mainly due to expenditures for capital outlay for vehicles that will get spent in FY 2025.



A more detailed schedule of the General Fund budget to actual comparison is presented in the required supplementary information on page 82.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's capital assets, net of accumulated depreciation/amortization, for its governmental and business-type activities as of September 30, 2024, was $812,214,983, an increase of $44,854,074 from capital assets reported September 30, 2023 of $767,360,909. These capital assets include land and easements, construction in progress, buildings and improvements, machinery and equipment, and infrastructure.

Capital Assets
Primary Government

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land and Easements	$ 28,382,609	$ 28,608,759	$ 3,968,754	$ 3,985,982	$ 32,351,363	$ 32,594,741
Construction in Progress	64,642,150	31,341,145	66,739,232	41,693,173	131,381,382	73,034,318
Right-to-Use Assets	5,283,290	4,721,520	99,781	99,781	5,383,071	4,821,301
Buildings and Improvements	162,806,291	161,684,604	77,316,288	76,586,467	240,122,579	238,271,071
Machinery and Equipment	52,285,429	49,061,581	21,211,594	20,867,611	73,497,023	69,929,192
Infrastructure	275,539,337	266,651,957	417,667,841	412,201,830	693,207,178	678,853,787
	588,939,106	542,069,566	587,003,490	555,434,844	1,175,942,596	1,097,504,410
Accumulated Depreciation/Amortization	(207,369,309)	(190,493,852)	(156,358,304)	(139,649,649)	(363,727,613)	(330,143,501)
Total	$ 381,569,797	$ 351,575,714	$ 430,645,186	$ 415,785,195	$ 812,214,983	$ 767,360,909

More detailed information about the City's capital assets is presented in Note V of the basic financial statements. More detailed information about the City's right-to-use assets is presented in Note VII and Note VIII of the basic financial statements.

Long-Term Obligations

At year-end the City had $838,497,719 in long-term obligations outstanding, of which $742,033,875 is bonded debt. During the year, the City issued $40,170,000 in Certificates of Obligation and $19,025,000 in Limited Tax Refunding Bonds. The City's Standard & Poor's and Moody's Investor Service, Inc. credit ratings, respectively, for Water and Wastewater Revenue Bonds remained unchanged at AA and Aa3, General Obligation Bonds were unchanged at AA+ and Aa1, and Hotel Revenue Bonds were AA+ and Aa1.

Long-Term Obligations
Primary Government

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Bonds Payable, net	$ 351,140,255	$ 363,239,146	$ 390,893,620	$ 370,419,949	$ 742,033,875	$ 733,659,095
Customer Deposits	-	-	2,331,043	1,930,303	2,331,043	1,930,303
Arbitrage Rebate Liability	2,674,903	686,994	-	-	2,674,903	686,994
Health Claims Liability	1,484,248	2,870,631	-	-	1,484,248	2,870,631
Lease Liabilities	205,421	176,699	21,307	30,123	226,728	206,822
Subscription Based IT Arrangements	3,013,278	3,583,952	20,275	39,447	3,033,553	3,623,399
Net OPEB Liability	10,277,730	12,447,864	2,001,517	2,424,136	12,279,247	14,872,000
Net Pension Liability/TMRS	26,768,504	32,099,558	5,212,982	6,251,169	31,981,486	38,350,727
Net Pension Liability/Fire R/R	24,409,712	32,624,940	-	-	24,409,712	32,624,940
Severance Payable	1,426,409	1,930,713	-	-	1,426,409	1,930,713
Compensated Absences	14,708,595	13,935,093	1,907,920	1,523,042	16,616,515	15,458,135
Total	$ 436,109,055	$ 463,595,590	$ 402,388,664	$ 382,618,169	$ 838,497,719	$ 846,213,759

More detailed information about the City's long-term obligations is presented in Note VI of the basic financial statements. Please see the following notes of the basic financial statements for more information on Note VII – Leases, Note VIII – Subscription-Based Information Technology Arrangements, Note X - Other Post Employment Benefits, and Note XI - Pension Plans.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- Appraised value used for the FY24-25 budget preparation is up $1,209,867,399, or 8.43%, from FY23-24.
- Sales tax revenue for the City was estimated with a 2.0% decrease in FY24-25. This was based on general patterns of the local economy.
- Spending in the General Fund increases in the FY24-25 budget from $122,344,814 to $127,300,744. This is a 4.1% increase.

These indicators were considered when adopting the General Fund budget for FY24-25. Overall, revenue sources are projected to increase when compared to FY 23-24. Although the tax rate remains the same, property tax revenue will increase, due to higher assessed values, annexations, and new construction.

If these estimates are realized, the City's budgetary General Fund fund balance is expected to increase by approximately $9,111,260 at the close of FY24-25.

SAN JACINTO RIVER AUTHORITY GROUNDWATER REDUCTION PLAN

The City is a participant in the San Jacinto River Authority (SJRA) Groundwater Reduction Plan (GRP). The SJRA has constructed a surface water treatment facility and transmission system to provide treated surface water to the City. The transmission system was interconnected to the City's water system, and in December 2015 the City started receiving treated surface water. Based on the agreement between the City and the SJRA, the City pays the SJRA for groundwater pumped from the Jasper aquifer and for treated surface water from Lake Conroe. More information regarding this agreement can be found in Note XII in the Notes to the Financial Statements.

HYATT REGENCY CONROE AND CONVENTION CENTER

In August 2021, the Hyatt Regency Conroe Hotel and Convention Center took a giant leap forward with groundbreaking of the multi-million-dollar project. Total funding came from the sale of Hotel Revenue Bonds, Certificates of Obligation, a cash loan from the Conroe Industrial Development Corporation, contribution from the Hotel Occupancy fund and a Key Money contribution from Hyatt. Work began on this project in 2015 at the direction of the City Council and Conroe Industrial Development Corporation. The bond sales marked the conclusion of the pre-construction phase of the project and set the stage for the groundbreaking that occurred in September 2021. The hotel opened in May 2023.

The 250-room upper-upscale hotel and convention center is operated by Hyatt Hotels Corporation, a world-renowned leader in the hospitality and convention industry. The Hotel and Convention Center caters to executives and groups doing business in the area, as well as weekend leisure travel. Leisure travelers enjoy the high quality of the hotel, its location along Interstate 45, and the pristine amenities of the Grand Central Park master-planned community.

Partnering with Garfield Public/Private, LLC, as Development Manager, the Conroe Local Government Corporation (CLGC) contracted with DPR Construction and BOKA Powell Architects to design and construct both the hotel and accompanying convention center. The Hotel includes such amenities as a three-meal restaurant, full bar, pool deck, fitness facility, and marketplace. The Convention Center consists of a 30,000 square feet (sf) space, including a 14,000 sf grand ballroom, 6,077 sf junior ballroom, 6,000 sf of breakout and boardrooms, and pre-function space. The project also includes a parking garage and surface parking.

AMERICAN RESCUE PLAN ACT

On May 10, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. These funds provide eligible governments with a substantial infusion of resources to meet COVID pandemic response needs and rebuild a stronger, more equitable economy as the country recovers from the COVID pandemic. The City is classified as a Metropolitan City and was allocated $15,844,218. The City is investing in water and sewer infrastructure, making necessary improvements to vital water and wastewater assets.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the City's Finance & Administration Department.

Basic Financial Statements



CITY OF CONROE, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Oscar Johnson, Jr Community Center Volunteers, Inc.
ASSETS				
Cash and Cash Equivalents	$ 10,918,017	$ 11,027,001	$ 21,945,018	$ 20,832
Investments	247,588,220	144,862,973	392,451,193	-
Receivables (net of allowances for uncollectibles):				
Property Taxes	1,325,313	-	1,325,313	-
Gross Receipts Tax	1,169,737	-	1,169,737	-
Accounts	1,392,983	10,265,251	11,658,234	-
Interest	187,599	55,793	243,392	-
Leases	2,984,930	-	2,984,930	-
Other	1,582,742	73,523	1,656,265	-
Due from Other Governments	13,225,101	-	13,225,101	-
Restricted Investments	-	8,756,095	8,756,095	-
Prepaid Items	105,174	41,527	146,701	-
Inventories	274,969	2,074,442	2,349,411	-
Land Held for Resale	31,602,753	-	31,602,753	-
Capital Assets:				
Land and Easements	28,382,609	3,968,754	32,351,363	-
Construction in Progress	64,642,150	66,739,232	131,381,382	-
Right-to-Use Assets	5,283,290	99,781	5,383,071	-
Buildings and Improvements	162,806,291	77,316,288	240,122,579	-
Machinery and Equipment	52,285,429	21,211,594	73,497,023	-
Infrastructure	275,539,337	417,667,841	693,207,178	-
Less Accumulated Depreciation/Amortization	(207,369,309)	(156,358,304)	(363,727,613)	-
Total Capital Assets (net of depreciation/amortization)	381,569,797	430,645,186	812,214,983	-
TOTAL ASSETS	693,927,335	607,801,791	1,301,729,126	20,832
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Charges on Refundings	1,882,654	300,187	2,182,841	-
OPEB Contributions After Measurement Date	1,853,174	360,892	2,214,066	-
OPEB Other	1,897,001	369,428	2,266,429	-
Pension Contributions After Measurement Date	4,624,185	900,528	5,524,713	-
Pension Other	22,988,752	1,562,714	24,551,466	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	33,245,766	3,493,749	36,739,515	-
LIABILITIES				
Current Liabilities:				
Accounts Payable and Other Current Liabilities	13,049,113	32,770,354	45,819,467	-
Unearned Revenue	2,476,448	40,064	2,516,512	-
Accrued Interest Payable	1,230,987	4,255,989	5,486,976	-
Noncurrent Liabilities:				
Due within One Year	20,312,996	15,116,394	35,429,390	-
Due in More Than One Year	415,796,059	387,272,270	803,068,329	-
TOTAL LIABILITIES	452,865,603	439,455,071	892,320,674	-
DEFERRED INFLOWS OF RESOURCES				
Lease Related	2,984,930	-	2,984,930	-
OPEB Other	3,662,993	713,344	4,376,337	-
Pension Other	27,695,281	153,682	27,848,963	-
TOTAL DEFERRED INFLOWS OF RESOURCES	34,343,204	867,026	35,210,230	-
NET POSITION				
Net Investment in Capital Assets	110,170,739	116,454,312	226,625,051	-
Restricted for:				
Severance Pay 2% Sinking Fund	28,528	-	28,528	-
Seized Assets	2,037,468	-	2,037,468	-
Red Light Cameras	254,183	-	254,183	-
State Cable Franchise 1% PEG Fee	741,081	-	741,081	-
Special Revenue Funds	45,602,593	-	45,602,593	-
Pre-Opening	-	65,125	65,125	-
Debt Service	15,999,579	9,424,518	25,424,097	-
Unrestricted	65,130,123	45,029,488	110,159,611	20,832
TOTAL NET POSITION	$ 239,964,294	$ 170,973,443	$ 410,937,737	$ 20,832

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities:				
General Government	$ 26,594,403	$ 8,777,111	$ 6,928,219	$ -
Finance	2,002,076	-	-	-
Public Safety	60,353,436	1,673,571	-	-
Community Development	1,752,372	-	-	-
Industrial Development	2,755,827	6,681	-	-
Parks	12,353,513	2,989,881	-	-
Public Works	31,906,781	1,850,389	6,856,381	-
Debt Service:				
Interest and Fiscal Charges	10,693,875	-	-	-
Total Governmental Activities	148,412,283	15,297,633	13,784,600	-
Business-type Activities:				
Water and Sewer	69,930,410	67,528,713	3,051,172	8,922,732
Hotel	15,703,137	11,149,230	-	1,545,462
Total Business-type Activities	85,633,547	78,677,943	3,051,172	10,468,194
Total Primary Government	$234,045,830	$ 93,975,576	$ 16,835,772	$ 10,468,194
COMPONENT UNIT:				
Oscar Johnson, Jr. Community Center	$ 7,384	$ -	$ -	$ -
General Revenues:				
Property Taxes				
In Lieu of Taxes				
Franchise Fees				
Sales and Other Taxes				
Hotel Occupancy Taxes				
Mixed Beverage Taxes				
Miscellaneous				
Donations				
Grants and Contributions Not Restricted to Specific Programs				
Investment Earnings				
Net Change in Fair Value of Investments				
Transfers				
Total General Revenues and Transfers				
Change in Net Position				
Net Position - Beginning				
Net Position - Ending				

The accompanying notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Total	Oscar Johnson Jr. Community Center
$ (10,889,073)	$ -	$ (10,889,073)	$ -
(2,002,076)	-	(2,002,076)	-
(58,679,865)	-	(58,679,865)	-
(1,752,372)	-	(1,752,372)	-
(2,749,146)	-	(2,749,146)	-
(9,363,632)	-	(9,363,632)	-
(23,200,011)	-	(23,200,011)	-
(10,693,875)	-	(10,693,875)	-
(119,330,050)	-	(119,330,050)	-
-	9,572,207	9,572,207	-
-	(3,008,445)	(3,008,445)	-
-	6,563,762	6,563,762	-
(119,330,050)	6,563,762	(112,766,288)	-
			(7,384)
59,732,146	-	59,732,146	-
1,743,665	-	1,743,665	-
9,105,234	-	9,105,234	-
69,609,271	-	69,609,271	-
3,541,915	-	3,541,915	-
542,632	-	542,632	-
4,257,836	27,967	4,285,803	-
182,632	-	182,632	5,200
2,737,776	-	2,737,776	-
12,104,822	7,081,447	19,186,269	-
390,480	287,320	677,800	-
(9,603,449)	9,603,449	-	-
154,344,960	17,000,183	171,345,143	5,200
35,014,910	23,563,945	58,578,855	(2,184)
204,949,384	147,409,498	352,358,882	23,016
$ 239,964,294	$ 170,973,443	$ 410,937,737	$ 20,832

CITY OF CONROE, TEXAS

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General Fund	Conroe Industrial Development Corporation	Debt Service Fund	Certificates of Obligation, Series 2022A CIP Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and Cash Equivalents	$ 520,474	$ 1,962,450	$ 1,220,424	$ -	$ 5,491,691	$ 9,195,039
Investments	90,316,361	35,151,682	10,355,645	15,368,551	90,823,288	242,015,527
Receivable (Net of Allowances for Uncollectibles):						
Property Taxes, net	1,060,352	-	264,961	-	-	1,325,313
Gross Receipts Tax	1,169,737	-	-	-	-	1,169,737
Accounts	18,255	-	-	-	1,309,024	1,327,279
Interest	121,364	66,235	-	-	-	187,599
Leases	2,973,784	11,146	-	-	-	2,984,930
Other	1,171,226	143,119	-	-	84,780	1,399,125
Due from Other Funds	3,752,787	3,049,670	-	-	-	6,802,457
Due from Other Governments	12,198,681	-	-	-	1,026,420	13,225,101
Prepaid Items	105,174	-	-	-	-	105,174
Inventories	106,371	-	-	-	-	106,371
Advances to Other Funds	-	16,000,000	-	-	-	16,000,000
TOTAL ASSETS	$ 113,514,566	$ 56,384,302	$ 11,841,030	$ 15,368,551	$ 98,735,203	$ 295,843,652
LIABILITIES						
Accounts Payable	$ 2,501,355	$ 21,165	$ -	$ 1,636,144	$ 1,671,904	$ 5,830,568
Other Payables	4,142,637	29,570	-	-	291,948	4,464,155
Retainage Payable	-	-	-	1,349,704	1,070,986	2,420,690
Due to Other Funds	3,049,670	-	-	1,730,693	2,022,094	6,802,457
Due to Other Governments	-	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-
Unearned Revenue	1,917,776	-	-	-	557,138	2,474,914
Advances from Other Funds	16,000,000	-	-	-	-	16,000,000
TOTAL LIABILITIES	27,611,438	50,735	-	4,716,541	5,614,070	37,992,784
DEFERRED INFLOWS OF RESOURCES						
Unavailable Revenue-Property Taxes	1,076,475	-	271,263	-	-	1,347,738
Lease Related	2,973,784	11,146	-	-	-	2,984,930
TOTAL DEFERRED INFLOWS OF RESOURCES	4,050,259	11,146	271,263	-	-	4,332,668
FUND BALANCES						
Nonspendable:						
Prepaid Items	105,174	-	-	-	-	105,174
Inventories	106,371	-	-	-	-	106,371
Advances to Other Funds	-	16,000,000	-	-	-	16,000,000
Restricted for:						
Severance Pay 2% Sinking Fund	28,528	-	-	-	-	28,528
Seized Assets	2,037,468	-	-	-	-	2,037,468
Red Light Cameras	254,183	-	-	-	-	254,183
State Cable Franchise 1% PEG Fee	741,081	-	-	-	-	741,081
Special Revenue Funds	-	35,016,921	-	-	10,349,730	45,366,651
Debt Service	-	5,305,500	11,569,767		84,036	16,959,303
Capital Project Funds	-	-	-	10,652,010	70,845,197	81,497,207
Committed for:						
TIRZ #3-Property Tax Receipts	-	-	-	-	10,915,821	10,915,821
Woodlands Township Reg. Participation	-	-	-	-	707,475	707,475
Firearms Training Facility	-	-	-	-	218,874	218,874
Assigned to:						
Tree Mitigation	870,996	-	-	-	-	870,996
Tree Enforcement	219,668	-	-	-	-	219,668
Equipment Replacement	9,229,453	-	-	-	-	9,229,453
Technology Replacement	2,558,101	-	-	-	-	2,558,101
Unassigned	65,701,846	-	-	-	-	65,701,846
TOTAL FUND BALANCES	81,852,869	56,322,421	11,569,767	10,652,010	93,121,133	253,518,200
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 113,514,566	$ 56,384,302	$ 11,841,030	$ 15,368,551	$ 98,735,203	$ 295,843,652

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total Fund Balances - Governmental Funds		$ 253,518,200
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The governmental capital assets at year-end consist of:		
Governmental Capital Assets	$ 588,939,106	
Accumulated Depreciation/Amortization of Governmental Capital Assets	(207,369,309)	381,569,797
Land Held for Resale		31,602,753
Property taxes receivable, which will be collected subsequent to year-end, but are not available soon enough to pay expenditures and, therefore, are deferred in the funds.		1,347,738
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Deferred charges on refunding bonds are not available in the current period, and are therefore not reported in the funds. Liabilities at year-end and related deferred outflows and inflows consist of:		
Bonds Payable, at Original Par	$ (321,590,000)	
Premiums/Discounts on Bonds Payable	(29,550,255)	
Deferred Charge on Refunding	1,882,654	
Accrued Interest on Bonds	(1,230,987)	
Arbitrage Rebate Liability	(2,674,903)	
Lease Liabilities	(205,421)	
Subscription Liabilities	(3,013,278)	
Net OPEB Liability	(10,019,866)	
Deferred Outflows for OPEB	3,656,085	
Deferred Inflows for OPEB	(3,571,091)	
Net Pension Liability - TMRS	(26,096,893)	
Net Pension Liability - Firefighters' Retirement	(24,409,712)	
Deferred Outflows for Pensions	27,295,587	
Deferred Inflows for Pensions	(27,675,481)	
Severance Benefits	(1,426,409)	
Compensated Absences	(14,473,780)	(433,103,750)
Internal service funds are used by the City. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position. Internal service fund net position is (excluding capital assets):		5,029,556
Total Net Position - Governmental Activities		$ 239,964,294

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund	Conroe Industrial Development Corporation	Debt Service Fund	Nonmajor Certificates of Obligation, Series 2022A CIP Fund	Formerly Major Certificates of Obligation, Series 2022B CIP Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$ 105,520,104	$ 17,402,318	$ 17,315,408	$ -	$ -	$ 3,541,915	$ 143,779,745
Licenses and Permits	8,097,784	-	-	-	-	-	8,097,784
Charges for Sales and Services	5,069,804	-	-	-	-	-	5,069,804
Lease Income	511,598	-	-	-	-	-	511,598
Fines and Forfeitures	1,454,573	-	-	-	-	157,193	1,611,766
Intergovernmental	5,001,047	-	-	-	-	11,521,329	16,522,376
Investment Income	4,722,074	1,731,835	689,051	1,342,517	-	5,321,942	13,807,419
Net Change in Fair Value of Investments	208,926	181,554	-	-	-	-	390,480
Penalties and Interest	262,374	-	111,371	-	-	1,157	374,902
Land Sales	-	3,221,324	-	-	-	-	3,221,324
Miscellaneous Revenue	1,488,227	6,681	-	-	-	465,261	1,960,169
TOTAL REVENUES	132,336,511	22,543,712	18,115,830	1,342,517	-	21,008,797	195,347,367
EXPENDITURES							
Current:							
General Government							
Administration	2,402,020	-	-	-	-	-	2,402,020
Legal	673,468	-	-	-	-	-	673,468
Municipal Court	1,234,695	-	-	-	-	70,802	1,305,497
Building Operations	1,435,146	-	-	4,597	-	840,598	2,280,341
Warehouse/Purchasing	484,272	-	-	-	-	-	484,272
Information Technology	3,279,322	-	-	-	-	-	3,279,322
Transportation	2,520,108	-	-	-	-	7,653,034	10,173,142
Human Resources	1,223,459	-	-	-	-	-	1,223,459
Culture-Recreation	-	-	-	-	-	2,190,500	2,190,500
Non-Departmental	7,824,610	-	-	-	-	28,344	7,852,954
Finance	2,680,445	-	-	-	-	-	2,680,445
Public Safety					-		
Police	30,473,986	-	-	-	-	-	30,473,986
Fire	26,622,242	-	-	-	-	-	26,622,242
Community Development	1,705,559	-	-	-	-	76,848	1,782,407
Industrial Development	-	2,973,536	-	-	-	-	2,973,536
Parks					-		
Parks and Recreation Administration	2,447,311	-	-	-	-	-	2,447,311
C.K. Ray Recreation Center	1,165,431	-	-	-	-	-	1,165,431
Oscar Johnson, Jr. Community Center	1,407,750	-	-	-	-	-	1,407,750
Senior Center	224,628	-	-	-	-	-	224,628
Aquatic Center	1,556,968	-	-	-	-	-	1,556,968
Parks Operations	3,117,119	-	-	-	-	-	3,117,119
Public Works					-		
Drainage Maintenance	882,612	-	-	-	-	2,210,867	3,093,479
Streets	4,492,182	-	-	-	-	-	4,492,182
Signal Maintenance	1,137,989	-	-	-	-	-	1,137,989
Signs	838,750	-	-	-	-	-	838,750
Engineering	3,826,495	-	-	-	-	-	3,826,495
Building Inspection and Permits	1,913,640	-	-	-	-	-	1,913,640
Debt Service:					-		
Principal Retirement	1,222,701	4,455,000	13,250,000	-	-	141,486	19,069,187
Interest and Fiscal Charges	2,412	1,995,749	11,088,531	-	-	277	13,086,969
Bond Issuance Costs	-	-	308,035	-	-	614,550	922,585
Capital Outlay	3,980,111	22,800	-	21,320,838	-	24,529,394	49,853,143
TOTAL EXPENDITURES	110,775,431	9,447,085	24,646,566	21,325,435	-	38,356,700	204,551,217
Excess (Deficiency) of Revenues Over (Under) Expenditures	21,561,080	13,096,627	(6,530,736)	(19,982,918)	-	(17,347,903)	(9,203,850)
OTHER FINANCING SOURCES (USES)							
Bonds Issued	-	-	-	-	-	8,015,000	8,015,000
Refunding Bonds Issued	-	-	16,095,000	-	-	-	16,095,000
Premium on Bonds Issued	-	-	1,432,395	-	-	372,487	1,804,882
Payment to Escrow Agent	-	-	(16,410,000)	-	-	-	(16,410,000)
Lease Proceeds	105,767	-	-	-	-	13,625	119,392
Subscription Proceeds	562,843	-	-	-	-	-	562,843
Insurance Proceeds	330,878	-	-	-	-	-	330,878
Transfers In	1,431,791	-	7,116,534	-	-	5,307,678	13,856,003
Transfers Out	(9,357,451)	(7,336,193)	(1,196,770)	-	-	(5,561,480)	(23,451,894)
TOTAL OTHER FINANCING SOURCES (USES)	(6,926,172)	(7,336,193)	7,037,159	-	-	8,147,310	922,104
Net Change in Fund Balances	14,634,908	5,760,434	506,423	(19,982,918)	-	(9,200,593)	(8,281,746)
Fund Balances at Beginning of Year, as previously reported	67,217,961	50,561,987	11,063,344	-	47,427,248	85,529,406	261,799,946
Change within financial reporting entity (nonmajor to major fund)	-	-	-	30,634,928	(47,427,248)	16,792,320	-
FUND BALANCES AT END OF YEAR	$ 81,852,869	$ 56,322,421	$ 11,569,767	$ 10,652,010	$ -	$ 93,121,133	$ 253,518,200

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Total Net Change in Fund Balances - Governmental Funds		$ (8,281,746)
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation/amortization expense.		
Capital Outlay Expenditures	$ 49,853,143	
Amortization Expense	(1,128,917)	
Depreciation Expense	(17,695,496)	31,028,730
The net effect of miscellaneous transactions involving capital assets (transfers, adjustments and dispositions) is an increase (decrease) to net position.		(1,091,109)
Because some property taxes will not be collected for several months after the City's fiscal year end, they are not considered "available" revenues and are deferred in the governmental funds. Deferred tax revenues increased (decreased) by this amount this year.		121,373
Debt proceeds are reported as financing sources in governmental funds and thus contribute to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds but reduces the liability in the statement of net position.		
Debt issued:		
Bonds	$ (24,110,000)	
Bond Premiums	(1,804,882)	
Leases	(119,392)	
Subscriptions	(562,843)	
Repayments:		
To Refunding Bond Escrow Agent	16,410,000	
To Paying Agent for Bond Principal	17,845,000	
Lease Principal	90,670	
Subscription Principal	1,133,517	8,882,070
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. This adjustment combines the net changes of:		
Accrued Interest Bonds Payable	$ (90,309)	
Amortization of Bond Premium/Discount	3,758,773	
Amortization of Deferred Amount on Refunding	(352,785)	
Compensated Absences	(711,842)	
Severance Liability	504,304	
Arbitrage Rebate Liability	(1,987,909)	
Net OPEB Liability (including deferred amounts)	819,159	
Net Pension Liability - TMRS (including deferred amounts)	(89,880)	
Net Pension Liability - Firefighters' Retirement (including deferred amounts)	(391,377)	1,458,134
Internal service funds are used by the City. The net revenue of the internal service funds are reported with governmental activities.		2,897,458
Change in Net Position - Governmental Activities		$ 35,014,910

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS, TEXAS

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

SEPTEMBER 30, 2024

	Enterprise Funds			
	Water and Sewer Fund	Conroe Local Government Corp. Hotel	Total Enterprise Funds	Internal Service Funds
ASSETS				
Current Assets:				
Cash and Cash Equivalents	$ 9,751,119	$ 1,275,882	$ 11,027,001	$ 1,722,978
Investments	144,862,973	-	144,862,973	5,572,693
Receivables (Net of Allowances for Uncollectibles):				
Accounts	9,607,173	658,228	10,265,401	65,704
Interest	55,793	-	55,793	-
Other	22,273	51,100	73,373	183,617
Restricted Investments	-	8,756,095	8,756,095	-
Prepaid Items	8,000	33,527	41,527	-
Inventories	2,035,260	39,182	2,074,442	168,598
Total Current Assets	166,342,591	10,814,014	177,156,605	7,713,590
Noncurrent Assets:				
Capital Assets (Net of Accumulated Depreciation)	357,434,717	73,210,469	430,645,186	331,500
Total Noncurrent Assets	357,434,717	73,210,469	430,645,186	331,500
TOTAL ASSETS	523,777,308	84,024,483	607,801,791	8,045,090
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Charges on Refundings	300,187	-	300,187	-
OPEB Contributions After Measurement Date	360,892	-	360,892	46,495
OPEB Other	369,428	-	369,428	47,595
Pension Contributions After Measurement Date	900,528	-	900,528	116,019
Pension Other	1,562,714	-	1,562,714	201,331
TOTAL DEFERRED OUTFLOWS OF RESOURCES	3,493,749	-	3,493,749	411,440
LIABILITIES				
Current Liabilities:				
Accounts Payable	3,669,771	1,828,273	5,498,044	278,020
Other Payables	26,461,958	22,903	26,484,861	57,214
Retainage Payable	787,449	-	787,449	-
Health Claims Liability	-	-	-	1,484,248
Accrued Interest Payable	4,255,989	-	4,255,989	-
Customer Deposits	1,171,027	608,944	1,779,971	-
Compensated Absences	38,037	-	38,037	4,292
Unearned Revenue	-	40,064	40,064	-
Lease Liabilities	8,111	-	8,111	-
Subscription Liabilities	20,275	-	20,275	-
Bonds Payable	13,270,000	-	13,270,000	-
Total Current Liabilities	49,682,617	2,500,184	52,182,801	1,823,774
Noncurrent Liabilities, net of current portion				
Customer Deposits	551,072	-	551,072	-
Compensated Absences	1,869,883	-	1,869,883	230,523
Lease Liabilities	13,196	-	13,196	-
Subscription Liabilities	-	-	-	-
Net OPEB Liability	2,001,517	-	2,001,517	257,864
Net Pension Liability	5,212,982	-	5,212,982	671,611
Bonds Payable, Net	292,913,391	84,710,229	377,623,620	-
Total Noncurrent Liabilities	302,562,041	84,710,229	387,272,270	1,159,998
TOTAL LIABILITIES	352,244,658	87,210,413	439,455,071	2,983,772
DEFERRED INFLOWS OF RESOURCES				
OPEB Other	713,344	-	713,344	91,902
Pension Other	153,682	-	153,682	19,800
TOTAL DEFERRED INFLOWS OF RESOURCES	867,026	-	867,026	111,702
NET POSITION				
Net Investment in Capital Assets	127,954,072	(11,499,760)	116,454,312	331,500
Restricted for Pre-Opening	-	65,125	65,125	-
Restricted for Debt Service	2,980,133	6,444,385	9,424,518	-
Unrestricted	43,225,168	1,804,320	45,029,488	5,029,556
TOTAL NET POSITION	$ 174,159,373	$ (3,185,930)	$ 170,973,443	$ 5,361,056

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Funds			
	Water and Sewer Fund	Conroe Local Government Corp. Hotel	Total Enterprise Funds	Internal Service Funds
OPERATING REVENUES				
Charges for Sales and Services	$ 67,528,713	$ 11,149,230	$ 78,677,943	$ 18,102,142
Intergovernmental	3,051,172	-	3,051,172	-
TOTAL OPERATING REVENUES	70,579,885	11,149,230	81,729,115	18,102,142
OPERATING EXPENSES				
Public Works	9,708,351	-	9,708,351	-
Utility Billing and Collection	3,037,051	-	3,037,051	-
Water Production	5,780,897	-	5,780,897	-
Surface Water	18,432,470	-	18,432,470	-
Central Wastewater Plant	-	-	-	-
Southwest Wastewater Plant	7,659,580	-	7,659,580	-
Pump and Motor Maintenance	1,487,364	-	1,487,364	-
Hotel Expenses	-	10,191,992	10,191,992	-
Fleet Services	-	-	-	2,889,362
General Government	-	-	-	12,565,181
Depreciation/Amortization	14,310,279	2,530,831	16,841,110	52,625
TOTAL OPERATING EXPENSES	60,415,992	12,722,823	73,138,815	15,507,168
Operating Income (Loss)	10,163,893	(1,573,593)	8,590,300	2,594,974
NONOPERATING REVENUES (EXPENSES)				
Investment Income	6,658,515	422,932	7,081,447	285,312
Net Change in Fair Value of Investments	287,320	-	287,320	-
Other Income	20,668	815,641	836,309	24,730
Interest Expense	(9,514,418)	(2,980,314)	(12,494,732)	-
Other Services and Charges	-	-	-	-
TOTAL NONOPERATING REVENUES (EXPENSES)	(2,540,616)	(1,741,741)	(4,282,357)	310,042
Income (Loss) Before Contributions and Transfers	7,623,277	(3,315,334)	4,307,943	2,905,016
Capital Contributions	8,922,732	729,821	9,652,553	-
Transfers In	9,780,607	-	9,780,607	-
Transfers Out	(177,158)	-	(177,158)	(7,558)
NET CONTRIBUTIONS AND TRANSFERS	18,526,181	729,821	19,256,002	(7,558)
Change in Net Position	26,149,458	(2,585,513)	23,563,945	2,897,458
Net Position at Beginning of Year	148,009,915	(600,417)	147,409,498	2,463,598
NET POSITION AT END OF YEAR	$ 174,159,373	$ (3,185,930)	$ 170,973,443	$ 5,361,056

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Funds			
	Water and Sewer Fund	Conroe Local Government Corp. Hotel	Total Enterprise Funds	Internal Service Funds
Cash Flows from Operating Activities:				
Receipts from Customers	$ 71,845,411	$ 10,979,315	$ 82,824,726	$ 18,068,428
Payments to Employees	(9,560,697)	-	(9,560,697)	(1,232,874)
Payments to Vendors	(31,730,403)	(9,064,407)	(40,794,810)	(15,590,963)
Net Cash Provided by (Used for) Operating Activities	30,554,311	1,914,908	32,469,219	1,244,591
Cash Flows from Non-Capital Financing Activities:				
Transfers From Other Funds	9,780,607	-	9,780,607	-
Transfers To Other Funds	(177,158)	-	(177,158)	(7,558)
Net Cash Provided by (Used for) Non-Capital Financing Activities	9,603,449	-	9,603,449	(7,558)
Cash Flows from Capital and Related Financing Activities:				
Purchase of Capital Assets	(24,173,221)	-	(24,173,221)	(84,357)
Principal Paid	(16,692,988)	-	(16,692,988)	-
Interest Paid	(9,582,525)	(2,981,555)	(12,564,080)	-
Proceeds from Debt Issuance	39,916,021	-	39,916,021	-
Net Cash Provided by (Used for) Capital and Related Financing Activities	(10,532,713)	(2,981,555)	(13,514,268)	(84,357)
Cash Flows from Investing Activities:				
Purchase of Investments	(33,257,610)	-	(33,257,610)	(285,312)
Sale and Maturities of Investments	-	144,990	144,990	-
Interest and Dividends on Investments	6,658,515	422,932	7,081,447	285,312
Net Cash Provided by (Used for) Investing Activities	(26,599,095)	567,922	(26,031,173)	-
Net Increase in Cash and Cash Equivalents	3,025,952	(498,725)	2,527,227	1,152,676
Cash and Cash Equivalents at Beginning of Year	6,725,167	1,774,607	8,499,774	570,302
Cash and Cash Equivalents at End of Year	$ 9,751,119	$ 1,275,882	$ 11,027,001	$ 1,722,978
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:				
Operating Income	$ 10,163,893	$ (1,573,593)	$ 8,590,300	$ 2,594,974
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:				
Depreciation	14,310,279	2,530,831	16,841,110	52,625
Changes in Assets and Liabilities:				
(Increase) Decrease in Receivables	1,228,336	(573,529)	654,807	(33,714)
(Increase) Decrease in Prepaid Items	-	(6,167)	(6,167)	-
(Increase) Decrease in Inventories	428,359	(1,568)	426,791	5,163
Increase (Decrease) in Payables	4,147,053	1,135,320	5,282,373	(1,417,350)
Increase (Decrease) in Compensated Absences	384,878	-	384,878	61,660
Increase (Decrease) of Customer Deposits	37,190	363,550	400,740	-
Increase (Decrease) in Unearned Revenue	-	40,064	40,064	-
Increase (Decrease) in OPEB Liability (including deferred amounts)	(163,631)	-	(163,631)	(21,081)
Increase (Decrease) in Net Pension Liability (including deferred amounts)	17,954	-	17,954	2,314
Net Cash Provided by (Used for) Operating Activities	$ 30,554,311	$ 1,914,908	$ 32,469,219	$ 1,244,591
Noncash Capital and Related Financings and Investing Activities:				
Donation of Capital Assets	$ 8,922,732	$ 729,821	$ 9,652,553	$ -

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	Custodial Fund Public Improvement District "PID"	(a) City of Conroe OPEB Trust Fund
ASSETS		
Cash and Cash Equivalents	$ 73,221	$ -
Investments - Mutual Funds (Fair Value)	-	18,128,301
Receivables (Net of Allowances for Uncollectibles):		
Other	2,460	-
TOTAL ASSETS	75,681	18,128,301
LIABILITIES		
Accounts Payable	-	212,580
Unearned Revenue	2,459	-
TOTAL LIABILITIES	2,459	212,580
NET POSITION		
Restricted for PID	73,222	-
Restricted for OPEB	-	17,915,721
TOTAL NET POSITION	$ 73,222	$ 17,915,721

(a) Information presented for the OPEB Trust Fund is as of December 31, 2023.

The accompanying notes to the basic financial statements are an integral part of this statement.

CITY OF CONROE, TEXAS

STATEMENT OF CHANGES IN NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Custodial Fund Public Improvement District "PID"	(a) City of Conroe OPEB Trust Fund
ADDITIONS		
Contributions:		
Employer Contributions	$ -	$ 2,249,478
Private Contributions	868,496	-
Investment Earnings:		
Investment Income	28,603	261,905
Net Change in Fair Value of Investment	-	2,087,897
TOTAL ADDITIONS	897,099	4,599,280
DEDUCTIONS		
Plan Administrative Expense	-	76,082
Benefits and Refunds Paid to Members and Beneficiaries	-	755,620
Recipient Payments	859,458	-
TOTAL DEDUCTIONS	859,458	831,702
Change in Net Position	37,641	3,767,578
Net Position at Beginning of the Year	35,581	14,148,143
NET POSITION AT END OF YEAR	$ 73,222	$ 17,915,721

(a) Information presented for the OPEB Trust Fund is for the year ended December 31, 2023.

The accompanying notes to the basic financial statements are an integral part of this statement.

I. Summary of Significant Accounting Policies

The combined financial statements of City of Conroe, Texas (the "City") have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following are some of the more significant accounting policies. Fiduciary funds are omitted from the government-wide financial statements.

A. Reporting Entity

The City's accompanying financial statements include the accounts of all its operations. The City evaluated whether any other entity should be included in these financial statements. The criteria for including organizations as component units within the City's reporting entity, as set forth in GASB codification, include whether: the organization is legally separate; the City holds the corporate powers of the organization; the City appoints a voting majority of the organization's board; the City is able to impose its will on the organization; the organization has the potential to impose a financial benefit/burden on the City; and/or there is fiscal dependency by the organization on the City.

BLENDED COMPONENT UNITS
Blended component units, although legally separate entities, are included as part of the primary government because they meet the above criteria as well as serve or benefit the City exclusively. Thus, blended component units are appropriately presented as funds of the primary government. The following entities are included in the financial statements as blended component units:

Conroe Industrial Development Corporation - (CIDC) A nonprofit corporation organized under the Texas Non-Profit Corporation Act whose sole purpose is to promote economic development within the City of Conroe and vicinity. The CIDC expends the proceeds of a sales and use tax levied at the rate of one-half of one percent to be used for promotion and development of new or expanded business enterprises and any other purpose authorized under Section 4B, Article 5190.6, VTCS as amended (The Development Corporation Act of 1979). Directors are appointed by the governing body of the City. There is a financial benefit/burden relationship. The CIDC attracts new businesses to the area, which provide job opportunities to the citizens as well as increased sales and property tax revenues. The CIDC does not issue separate financial statements.

Conroe Local Government Corporation – (CLGC). The corporation was created for the common good and general welfare of the City, including, without limitation, for the purpose of aiding, assisting, and acting on behalf of the City in performance of its governmental functions to promote and accomplish the development of the geographic area of the City including at or in the vicinity of the Conroe Convention Center, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel to be located within 1,000 feet of the Conroe Convention Center.

DISCRETELY PRESENTED COMPONENT UNIT
The following entity is included in the financial statements as a discretely presented component unit based upon its significant financial and operational relationship to the City:

Oscar Johnson, Jr. Community Center Volunteers, Inc. – (OJJCCV) A nonprofit corporation organized under the Texas Non-Profit Corporation Act to engage in charitable and educational activity related to the Oscar Johnson, Jr. Community Center, a municipal community center owned by the City. The community center provides programs and after school care for the children within the city and surrounding areas. The Directors are appointed by the Mayor subject to confirmation by a majority vote of the City Council. The City can significantly influence the programs, projects, activities or level of service performed by the OJJCCV. Oscar Johnson, Jr. Community Center Volunteers, Inc. does not issue separate financial statements.

B. Basis of Presentation, Basis of Accounting

Government-wide Statements: Government-wide financial statements consist of the Statement of Net Position and the Statement of Activities. These statements report information on all of the primary government and its component units. Interfund services that are provided and used are not eliminated in the process of consolidation. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's water and transit functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

These financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of the timing of related cash flows. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The Statement of Activities demonstrates the degree to which the direct expenses of the City's programs are offset by those programs' revenues. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The City does not allocate indirect expenses in the Statement of Activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fiduciary funds are excluded from the government-wide presentation of the financial statements.

Fund Financial Statements: Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectable within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end, except for grants which are accrued as revenue using a 180-day availability period. Revenues from local sources consist primarily of property and sales taxes and are subject to accrual. Other revenues susceptible to accrual are franchise fees, intergovernmental revenues, and charges for services. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt and claims and judgments which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term debt and acquisitions under capital leases are reported as other financing sources.

All proprietary funds, including the enterprise and internal service funds, and fiduciary funds are accounted for using the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when they are incurred. These funds are accounted for using the economic resources measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the funds' statement of net position. Proprietary funds distinguish operating revenues and expenses from non-operating items. Proprietary fund operating

revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities. Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its maintenance of City vehicles and for costs of providing health, dental, and vision insurance to the City's employees, retirees, and dependents. The fiduciary funds financial statements reflect the City's OPEB trust fund and the Public Improvement District custodial fund.

The accounts of the City are organized and operated on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures/expenses. Government resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means to which spending activities are controlled. Funds are classified into three categories: Governmental, Proprietary, and Fiduciary. The major funds of the City are noted within each category.

Governmental Funds are used to account for all or most of a government's general activity.

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City except those required to be accounted for in another fund. The principal sources of revenue of the General Fund are property taxes, sales and use taxes, licenses and permits, charges for services, and fines and forfeitures.

The *CIDC* is a blended component unit whose sole purpose is to promote economic development within the City and vicinity. The primary source of revenue is a portion of the sales tax as per an agreement with the City. Additionally, there are land sales from tracts at the industrial parks.

The *Debt Service Fund* is used to account for the accumulation of resources and payment of general obligation bonds, contractual obligations, and certificates of obligation. The primary source of revenue is property taxes. Other sources of revenue include transfers from the CIDC to pay for certain parks and recreation debt service, as well as transfers in from the TIRZ #3 fund to pay for certain street improvement debt service.

The *Certificates of Obligation, Series 2022A CIP Fund* is a capital projects fund used to account for the design, construction and equipment of a new 80,000 sq. ft. community center and related infrastructure to be located on land owned by the City at 710 Foster Drive on approximately 25 acres in Conroe, Texas.

Proprietary Funds are used to account for operations that are financed in a manner similar to those in the private sector, where the determination of net income is appropriate for sound financial administration.

The *Water and Sewer Fund* is an enterprise fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including depreciation) of providing water and sewer treatment services to the general public on a continuing basis are financed through user charges.

The *Conroe Local Government Corporation Hotel* is an enterprise fund used to account for the operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including depreciation) of providing hotel services to the general public.

Fiduciary Funds are used to report assets held in a trustee or custodial capacity for others and therefore cannot be used to support the government's own programs. The City reports two fiduciary funds.

The *City of Conroe OPEB Trust Fund* is used to report resources that are required to be held in trust for the members and beneficiaries of other postemployment benefit plans (i.e., retiree insurance).

The *Public Improvement District "PID"* custodial fund accounts for revenues and expenses of these special assessments for which the monies are used to build infrastructure within new developments within the City. The City provides accounting services and the monies are not held in trust.

C. Implementation of New Standards

In the current fiscal year, the City implemented the following new standards:

GASB issued Statement No. 99, Omnibus 2022, in April 2022. This Statement was issued to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees. The requirements of this statement had various effective dates and specific provisions were implemented prior to fiscal year 2024. The remaining requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The remaining requirements of this statement do not apply and therefore do not have a material impact on the financial statements.

GASB issued Statement No. 100, Accounting Changes and Error Corrections – an Amendment of GASB Statement No. 62, in June 2022. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The requirements of this statement did apply and were incorporated in the presentation of the financial statements (change within financial reporting entity).

GASB issued Implementation Guide 2021-1, Implementation Guidance Update – 2021, in May 2021. The primary objective of this Implementation Guide is to provide guidance that clarifies, explains, or elaborates on GASB Statements. The requirements of this Implementation Guide had various effective dates and specific provisions were implemented prior to fiscal year 2024. The remaining requirement, an amendment to Question 7.9.8 in Implementation Guide 2015-1 effective for reporting periods beginning after June 15, 2023, requires governments to capitalize assets whose individual acquisition costs are less than the threshold for an individual asset if those assets in the aggregate are significant. The remaining requirements of this statement do not apply and therefore do not have a material impact on the financial statements.

GASB issued Implementation Guide 2023-1, Implementation Guidance Update – 2023, in June 2023. The primary objective of this Implementation Guide is to provide guidance that clarifies, explains, or elaborates on GASB Statements. This Implementation Guide amends Implementation Guide No. 2019-3, Leases, Question 4.16, and Implementation Guide No. 2021-1, Implementation Guidance Update—2021, Question 4.13. The requirements of this Implementation Guide are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The remaining requirements of this statement do not apply and therefore do not have a material impact on the financial statements.

D. Cash and Investments

The City maintains and controls cash and investment pools in which the primary government's funds share. In addition, cash and investments are separately held and reflected in their respective funds as "cash and cash equivalents" and "investments". The City, as a reporting entity, considers demand deposits to be cash equivalents.

Investments for the City, except for certain investment pools, are reported at fair value. The investment pools operate in accordance with appropriate state laws and regulations and are reported at amortized cost or net asset value.

E. Property Taxes

Property taxes attach as an enforceable lien on property on February 1. Taxes are levied and become payable on October 1. The Montgomery County Tax Assessor-Collector is responsible for billing and collecting City property taxes. City property tax revenues are recognized when levied to the extent that they result in current receivables. However, not all outstanding property taxes are expected to be collected within one year of the financial statements. The combined current tax rate to finance general governmental services and payment of principal and interest on long-term debt for the year ended September 30, 2024, was $0.4272 per $100, allocated $0.3022 for the General Fund and $0.1250 for the Debt Service Fund.

F. Inventories and Prepaid Items

Inventories consist primarily of supplies, valued at cost, which approximates market. Cost is determined using a weighted average method. The cost of inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

G. Land Held for Resale

Land held for resale consists of acquisition and improvements to real property that is purchased with the intent to sell to private-sector purchasers and currently recorded in the City's discretely presented component unit, CIDC. The land held for resale is reported at cost. The CIDC oversees two economic development parks: Conroe Park North Industrial Park and Deison Technology Park.

H. Capital Assets

Capital assets include land, easements, intangible assets, land improvements, buildings, building improvements, park improvements, equipment (including machinery and vehicles), right-to-use assets (including leases and subscription-based IT arrangements), and infrastructure. Infrastructure assets are long-lived assets that are generally stationary in nature and can typically be preserved for a significantly greater number of years than other capital assets. Infrastructure assets of the City include: roads, bridges, drainage, water and sewer lines and facilities.

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their acquisition value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized. Capital Assets of the City are defined as assets with an individual cost of $5,000 or more and estimated useful lives in excess of one year. Exceptions to the $5,000 capitalization threshold are as follows: it is the City's policy to capitalize all land and easements; the threshold for any building, building improvement, or park improvement is $10,000; and the threshold for infrastructure is $100,000.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is expensed as interest expense when paid. Right-to-use assets are being amortized using the straight-line method over the life of the underlying agreement.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Lives
Buildings and Improvements	20-40
Machinery and Equipment	5-30
Infrastructure	25-40

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditures) until then. The City has the following items that qualify for reporting in this category.

- Deferred Charges on Refundings – result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is amortized over the shorter of the life of the refunded or refunding debt.
- Pension contributions after measurement date – recognized in the subsequent year.
- Difference in projected and actual earnings on pension assets - amortized on a closed basis over a 5-year period.
- Changes in actuarial assumptions used to determine pension liability - amortized over the weighted average remaining service life of all participants in the respective qualified pension plan.
- OPEB contributions after the measurement date - recognized in the subsequent year.
- Difference in projected and actual earnings on OPEB assets - amortized on a closed basis over a 5-year period.
- Changes in actuarial assumptions used to determine OPEB liability - amortized over the weighted average remaining service life of all participants in the respective OPEB plan.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. This City has the following items that qualify for reporting in this category.

- Difference in Expected and Actual Pension Experience – recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in Expected and Actual OPEB Experience – recognized over the estimated average remaining service lives of all employees determined as of the beginning of the measurement date.
- Unavailable Revenue-Property Taxes - recognized in the period the amount becomes available.
- Unavailable Revenue-Leases – recognized in the period the amount becomes available.

J. Leases

Lessee: The City is a lessee for a non-cancellable lease of a building, machinery, and equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require are measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor: The City is a lessor for a non-cancellable lease of a building. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

K. Compensated Absences

Full-time, permanent employees are granted vacation benefits in varying amounts to specified maximums depending on tenure with the City. Sick leave accrues to full-time, permanent employees to specified maximums. After five years of service, all employees - except 24-hour fire fighters - are entitled to a portion of their sick leave balance not to exceed 90 days or 720 hours. A 24-hour fire fighter's maximum for sick leave is 1,080 hours. A 24 hour-fire fighter must have a minimum of 12 months to be eligible under Civil Service. Civil Service overrides the City's policy for a minimum of 5 years of service to be paid a portion of sick leave. Employees may also accrue a variety of other types of time.

Sick and vacation leave balances are not expected to be liquidated with expendable available resources, and therefore are reported as expenses and long-term liabilities in the government-wide and proprietary fund financial statements. A liability is relieved only if they have matured, for example, as a result of employee resignations and retirements. The majority of these have typically been liquidated from the General Fund in previous years. Accumulated compensated absences of Proprietary Funds are recorded as an expense and liability in the respective fund and in the respective column of the government-wide financial statements as the benefit accrues for the employee.

L. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers In and Transfers Out are netted and presented as a single "Transfers" line on the government-wide Statement of Activities.

M. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the use of management's estimates. Actual results could differ from those estimates.

N. Net Position and Fund Balances

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

In the fund financial statements, governmental funds report fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which the amounts in the respective governmental funds can be spent. The City reports the following classifications of fund balance:

Nonspendable: Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted: Amounts that can be spent only for specific purposes because of the City Charter, City Code, state or federal laws, or externally imposed conditions by grantors or creditors.

Committed: Amounts that can be used only for specific purposes determined by a formal action by City Council ordinance.

Assigned: Amounts that are designated by the City Administrator and the Director of Finance for a specific purpose but are not spendable until a budget ordinance is passed by City Council.

Unassigned: All amounts not included in other spendable classifications in the General Fund.

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

O. Budgetary Control

a. Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles. The City adopts annual appropriations type budgets for the following governmental funds: General Fund, Hotel/Motel Occupancy Tax Fund, Community Development Block Grant Entitlement, Facilities Management, and Debt Service Fund. Capital project funds and grant funds utilize managerial type budgets based on project expenditures anticipated during the fiscal year.

The following procedures are followed in establishing the budgetary data reflected in the required supplementary information:

(1) Prior to the beginning of the fiscal year, the City prepares an operating and capital budget for the next succeeding fiscal year. The budget includes proposed expenditures and the means of financing them.
(2) The proposed budget is submitted to the City Council and placed on file with the City Secretary. It is also posted on the City's website for public review.
(3) At least 15 days after the budget is filed with the City Secretary, the City holds a public hearing on the proposed budget. The City also follows Texas "Truth-in-Taxation" laws regarding public hearings and notices of the ad valorem (property) tax rate.
(4) Prior to the start of the fiscal year, the budget is legally adopted through passage of an ordinance by the City Council.

Once a budget is approved, it can be amended only by approval of a majority of the members of the City Council. As required by law, such amendments are reflected in the official minutes of the City Council and are not made after fiscal year end. During the year, the budget was amended as necessary. All budget appropriations lapse at year end.

The appropriated budget is prepared by fund, function, and department. The Director of Finance may, at any time with the consent of the City Administrator, transfer any unencumbered appropriation from one line item to another line item within the same department, provided however, that no unencumbered appropriation may be transferred from one department or fund to another except upon the express approval of the City Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriation) is the department level.

b. Excess of Expenditures Over Appropriations

For the year ended September 30, 2024, expenditures exceeded appropriations in the following departments (the legal level of budgetary control):

(1) Warehouse/Purchasing ($32,679) department of the General Fund are offset by other departments within the General Government.
(2) The Fire department ($547,188) of the General Fund. These over expenditures were funded by revenues collected during the fiscal year.
(3) The Parks function with C.K. Ray Recreation Center ($26,398), department of the General Fund. These over expenditures were funded by revenues collected during the fiscal year.

P. Pensions

TMRS: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due

and payable in accordance with the benefit terms. Investments are reported at fair value.

Conroe Fire Fighters' Relief and Retirement Fund: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Conroe Fire Fighters' Relief and Retirement Fund (CFFR&RF) and additions to/deductions from CFFR&RF's Fiduciary Net Position have been determined on the same basis as they are reported by CFFR&RF. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Other Post Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the Fiduciary Net Position and related additions to/deductions from have been determined on the same basis as they are reported in the OPEB Trust Fund. For this purpose, plan contributions are recognized in the period that compensation is reported for the retiree, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

R. Encumbrances

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g., purchase orders/contracts) outstanding at year-end are reported as restricted, committed, or assigned fund balances as appropriate. The encumbrances do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year.

II. Deposits and Investments

Primary Government:

Cash Deposit: Chapter 2257 of the Texas Government Code is known as the Public Funds Collateral Act. This act provides guidelines for the amount of collateral that is required to secure the deposit of public funds. Federal Depository Insurance Corporation (FDIC) is available for funds deposited at any financial institution up to a maximum of $250,000 each for demand deposits, time and savings deposits, and deposits pursuant to indenture. The Public Funds Collateral Act requires that the deposit of public funds be collateralized in an amount not less than the total deposit, reduced by the amount of FDIC insurance available.

The custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Deposits are exposed to custodial credit risk if they are not insured or collateralized. The City's deposits are not exposed to custodial credit risk since all deposits are covered by FDIC insurance or a letter of credit from the Federal Home Loan Bank. The City's deposits, in excess of the FDIC insurance, are covered by a letter of credit from the Federal Home Loan Bank in accordance with Section 2257.021.

Investments: The City's investment policy is in accordance with the Public Funds Investment Act, the Public Funds Collateral Act, and federal and state laws. City policy limits credit risk by authorizing the following investments: 1) Obligations of the United States of America, its agencies and instrumentalities; 2) Certificates of Deposit issued by a bank or broker approved by the City Council and organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner and amount provided by law for deposits of the City; 3) Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States, its agencies or instrumentalities. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or

with a third party selected and approved by the City. The following provisions shall apply to repurchase agreements: a) Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. B) A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. c) The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. d) All securities purchased under such repurchase agreement shall be held by a custodial (safekeeping) agent as approved by the City. All repurchase agreement transactions will be on a delivery vs. payment basis. e) The seller of repurchase agreement securities shall be entitled to substitute securities upon authorization by the City. 4) No-Load Money Market Mutual funds that are: a) Registered and regulated by the Securities and Exchange Commission; b) Provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; c) Complies with federal SEC Rule 2a-7; d) Continuously rated AAA by at least one nationally recognized rating service; and e) Mark its portfolio to market daily; 5) Local government investment pools, which: a) Meet the requirements of Chapter 2256.016 of the Public Funds Investment Act; b) Are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service; c) Seek to maintain a $1.00 net asset value, and; d) Are authorized by resolution or ordinance by the City Council; 6) Obligations of the State of Texas or its agencies and instrumentalities; 7) Obligations of States, Agencies, Counties, Cities, and other political subdivisions of any State rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; 8) Commercial Paper that has a stated final maturity of 365 days or fewer from the date of its issuance and is rated A-1, P-1, or equivalent rating by at least two nationally recognized credit rating agencies; 9) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; 10) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States. Investment of City funds in any instrument or security not authorized for investment is prohibited.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are unobservable inputs.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

The City's measurements of investments are presented in the table below. The City's investment balances and weighted average maturity, and credit risk of such investments are as follows:

Governmental Activities:	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Percentage of Total Investments	Weighted Average Maturity (Years)	Credit Risk
Measured at Amortized Cost:					
TexPool	$ 48,698,041	$ -	19.67%	0.00	AAAm
TexSTAR	41,594,858	-	16.80%	0.00	AAAm
LOGIC	45,543,914	-	18.40%	0.00	AAAm
Measured at Net Asset Value (NAV):					
Texas CLASS	47,647,996	-	19.24%	0.00	AAAm
Texas CLASS Government	44,044,762	-	17.79%	0.00	AAAm
Measured at Fair Value:					
U.S. Government	19,948,105	19,948,105	8.06%	0.55	Aaa, AA+
Municipal Bonds	110,544	110,544	0.04%	0.84	Aaa, AAA
Total Governmental Activities	$ 247,588,220	$ 20,058,649	100.00%		
Governmental Portfolio Weighted Average Maturity				0.04	
Business-type Activities:					
Measured at Amortized Cost:					
TexPool	$ 23,700,924	$ -	15.43%	0.00	AAAm
TexSTAR	30,323,850	-	19.74%	0.00	AAAm
LOGIC	26,459,859	-	17.22%	0.00	AAAm
Measured at Net Asset Value (NAV):					
Texas CLASS	24,185,555	-	15.74%	0.00	AAAm
Texas CLASS Government	27,365,583	-	17.81%	0.00	AAAm
Measured at Fair Value:					
US Money Market Funds - Liquidity Solutions	8,756,095	8,756,095	5.70%		
U.S. Government	12,827,202	12,827,202	8.35%	0.79	Aaa, F1+
Total Business-type Activities	$ 153,619,068	$ 21,583,297	100.00%		
Business-type Portfolio Weighted Average Maturity				0.07	
Fiduciary Fund (as of 12/31/2023)					
Investments PARS/GASB 45	$ 780,922	$ 780,922	4.31%	-	Not Rated
Mutual Funds - Fixed Income	6,733,317	6,733,317	37.14%	-	Not Rated
Mutual Funds - Equity	10,614,062	10,614,062	58.55%	-	Not Rated
Total Fiduciary Fund	$ 18,128,301	$ 18,128,301	100.00%		

Investment Pools: Investment pools are measured at amortized cost or net asset value, i.e. fair value. Such investments are not required to be reported by levels in the table above.

Texpool, TexStar, and LOGIC are external investment pools measured at amortized cost. In order to meet the criteria to be recorded at amortized cost, investment pools must transact at a stable net asset value per share and maintain certain maturity, quality, liquidity and diversification requirements within the investment pool. The investment pools transact at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. Texpool, TexStar, and LOGIC have a redemption notice period of one day and no maximum transaction amounts. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

Texas CLASS investment pool is an external investment pool measured at their net asset value. Texas CLASS's strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short-term marketable securities. The City has no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool's liquidity.

U.S. Government Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities.

Mutual Funds classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities.

Municipal Bonds classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities.

Interest rate risk: Interest rate risk is the risk that changes in interest rates may adversely affect the value of the investments. The City monitors interest rate risk utilizing weighted average maturity analysis. In accordance with its investment policy, the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by: structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate prior to maturity; investing operating funds in shorter-term securities, money market mutual funds, local government investment pools functioning as money market mutual funds, or certificates of deposit; and diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Credit risk: For fiscal year 2024, the City invested in various investment types. The credit rating for those investments are noted in the preceding table. In compliance with the City's Investment Policy, as of September 30, 2024, the City minimized credit risk due to default of a security issuer or backer by: limiting investments to the safest types of investments; pre-qualifying the financial institutions and broker/dealers with which the City will do business; and diversifying the investment portfolio so that potential losses on individual securities were minimized.

Concentration of credit risk: With the exception of direct obligations of the United States, the City's Investment Policy does not allow for an investment in securities in any one issuer that is in excess of twenty-five percent of the City's total portfolio.

Custodial credit risk – investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City is not exposed to custodial risk due to securities are held by the City's 3rd party safekeeping agent.

III. Receivables

The City reports in various funds receivables for amounts to be received from taxes, customers, and interest. A breakdown of these receivables at September 30, 2024, is as follows:

Receivables:	General Fund	CIDC	Debt Service Fund	Nonmajor Governmental	Water and Sewer Fund	Conroe Local Government Corp. Hotel	Internal Service Funds
Property Taxes	$ 1,174,439	$ -	$ 312,151	$ -	$ -	$ -	$ -
Gross Receipts Tax	1,169,737	-	-	-	-	-	-
Accounts	18,255	-	-	1,309,024	9,798,356	658,228	65,704
Interest	121,364	66,235	-	0	55,793	-	-
Leases	2,973,784	11,146	-	-	-	-	-
Other	1,171,226	143,119	-	84,780	22,273	51,100	183,617
Gross Receivables	6,628,805	220,500	312,151	1,393,804	9,876,422	709,328	249,321
Less: Allowance for Uncollectibles	(114,087)	-	(47,190)	-	(191,183)	-	-
Net Receivables	$ 6,514,718	$ 220,500	$ 264,961	$ 1,393,804	$ 9,685,239	$ 709,328	$ 249,321

Due from other governments of $13,225,101 consists of monies due from the State of Texas and Montgomery County for sales tax revenues.

IV. Interfund Balances and Transfers

A. Due To and From Other Funds

Interfund balances consist of short-term lending/borrowing arrangements that are the result of normal transactions between funds and will be liquidated in the subsequent fiscal year. Balances between governmental funds are eliminated in the government-wide financial statements. A summary of interfund receivables and payables at September 30, 2024, is as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor Governmental Funds	$ 2,022,094
General Fund	Certificates of Obligation, Series 2022A CIP Fund	1,730,693
CIDC	General Fund	3,049,670
Total All Funds		$ 6,802,457

B. Advances To and From

In August 2021, the CIDC advanced $10,000,000 to the City's General Fund to cover the City's contribution to the Convention Center project. In July 2022, the CIDC advanced another $6,000,000 to the City's General Fund to cover additional costs to the Hotel & Convention Center projects. The loans are non-interest bearing and have a maximum maturity of 30 years.

C. Transfers To and From Other Funds

Transfers are used to a) move revenues from the fund that the budget requires to collect them to the fund that the budget requires them to expend them, b) move receipts from bond refundings and residual balances from capital project funds to the Debt Service Fund to pay debt obligations, and c) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Transfers between funds during the year were as follows:

Transfers From	Transfers To	Amount	Reason
General Fund	Water and Sewer	$ 40,793	Administration Costs
General Fund	Water and Sewer	5,400,000	To fund water wells
General Fund	Debt Service	236,566	Principal & interest requirements
General Fund	Nonmajor Governmental	3,680,093	Increase in TIRZ #3 property tax value
Water and Sewer	General Fund	177,158	To fund technology and equipment purchases
CIDC	Debt Service	440,867	Principal & interest requirements
CIDC	Water and Sewer	167,034	Principal & interest requirements
CIDC	General Fund	6,502	To fund technology and equipment purchases
CIDC	Nonmajor Governmental	341,178	Project costs
CIDC	Water and Sewer	3,859,173	Project costs
CIDC	Debt Service	2,191,800	Debt Service
CIDC	Nonmajor Governmental	329,638	CLGC
Debt Service	Nonmajor Governmental	1,196,770	Principal & interest requirements
Nonmajor Governmental	General Fund	5,202	To fund technology and equipment purchases
Nonmajor Governmental	General Fund	137,667	Administrative Costs - CDBG
Nonmajor Governmental	General Fund	27,446	Municipal Court building security
Nonmajor Governmental	General Fund	32,750	Municipal Court truancy officer
Nonmajor Governmental	General Fund	670,294	Personnel costs - transit grants
Nonmajor Governmental	General Fund	37,312	Administration costs - transit grants
Nonmajor Governmental	Debt Service	346,009	Principal & interest requirements
Nonmajor Governmental	Debt Service	3,901,292	TIRZ #3 principal & interest requirements
Nonmajor Governmental	Nonmajor Governmental	403,508	Principal & interest requirements
Internal Service	General Fund	7,558	To fund vehicle & equipment purchases
		$ 23,636,610	

V. Capital Assets

Capital asset activity for the year ended September 30, 2024, was as follows:

Governmental Activities:	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Land and Easements	$ 28,608,759	$ -	$ (226,150)	$ -	$ 28,382,609
Construction in Progress	31,341,145	43,304,873	-	(10,003,868)	64,642,150
Total Capital Assets Not Depreciated	59,949,904	43,304,873	(226,150)	(10,003,868)	93,024,759
Right-of-Use Assets	4,721,520	682,235	(120,465)	-	5,283,290
Buildings and Improvements	161,684,604	879,764	(729,821)	971,744	162,806,291
Machinery and Equipment	49,061,581	3,290,234	(2,016,254)	1,949,868	52,285,429
Infrastructure	266,651,957	1,805,124	-	7,082,256	275,539,337
	482,119,662	6,657,357	(2,866,540)	10,003,868	495,914,347
Less Accumulated Depreciation/Amortization for:					
Right-of-Use Assets	(648,244)	(1,128,917)	120,465	-	(1,656,696)
Buildings and Improvements	(55,533,940)	(4,705,033)	-	-	(60,238,973)
Machinery and Equipment	(29,130,861)	(4,144,523)	1,881,116	-	(31,394,268)
Infrastructure	(105,180,807)	(8,898,565)	-	-	(114,079,372)
	(190,493,852)	(18,877,038)	2,001,581	-	(207,369,309)
Total Capital Assets being Depreciated/Amortized, net	291,625,810	(12,219,681)	(864,959)	10,003,868	288,545,038
Governmental Activities Capital Assets, net	$ 351,575,714	$ 31,085,192	$ (1,091,109)	$ -	$ 381,569,797

Business-Type Activities:	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Land and Easements	$ 3,985,982	$ -	$ (17,228)	$ -	$ 3,968,754
Construction in Progress	41,693,173	29,450,883	-	(4,404,824)	66,739,232
Total Capital Assets Not Depreciated	45,679,155	29,450,883	(17,228)	(4,404,824)	70,707,986
Right-of-Use Assets	99,781	-	-	-	99,781
Buildings and Improvements	76,586,467	729,821	-	-	77,316,288
Machinery and Equipment	20,867,611	476,438	(132,455)	-	21,211,594
Infrastructure	412,201,830	1,061,187	-	4,404,824	417,667,841
	509,755,689	2,267,446	(132,455)	4,404,824	516,295,504
Less Accumulated Depreciation/Amortization for:					
Right-of-Use Assets	(18,013)	(28,297)	-	-	(46,310)
Buildings and Improvements	(1,634,761)	(2,031,795)	-	-	(3,666,556)
Machinery and Equipment	(7,165,970)	(1,723,143)	132,455	-	(8,756,658)
Infrastructure	(130,830,905)	(13,057,875)	-	-	(143,888,780)
	(139,649,649)	(16,841,110)	132,455	-	(156,358,304)
Total Capital Assets being Depreciated/Amortized, net	370,106,040	(14,573,664)	-	4,404,824	359,937,200
Business-Type Activities Capital Assets, net	$ 415,785,195	$ 14,877,219	$ (17,228)	$ -	$ 430,645,186

Depreciation/Amortization expense was charged to functions as follows:

Governmental Activities:	
General Government	$ 1,943,937
Finance	18,927
Public Safety	3,368,701
Community Development	29,022
Parks	3,052,399
Public Works	10,464,052
	$ 18,877,038
Business -type Activities:	
Water and Sewer	14,310,279
Hotel	2,530,831
	$ 16,841,110

VI. Long-Term Obligations

The City issues certificates of obligation bonds and revenue bonds to provide funds for the construction and renovation of facilities, parks, streets, signals, drainage, transportation, and water and sewer improvements. Bonds have been issued for both governmental and business-type activities. The Conroe Industrial Development Corporation (CIDC) has issued Sales Tax Revenue bonds to purchase land and construct streets, drainage, and water and sewer improvements in the Conroe Park North Industrial Park and Deison Technology Park. Principal and interest payments on the Sales Tax Revenue bonds are secured by 4B sales and use taxes. The Series 2016 Taxable Refunding, Series 2018 Sales Tax Revenue Bonds, and Series 2020 Sales Tax Revenue Bonds were issued through private placements. They all have pledged revenues to be placed in a reserve fund for each series to be used solely to the payment of the bonds.

Long-term obligations also include the City's accrued liability for compensated absences, severance payable, health claims, customer deposits, OPEB, net pension liabilities, and lease liabilities. Principal and interest payments on the City's bonded debt are secured by ad valorem property taxes levied on all taxable property within the City limits. The Direct Placement Certificates of Obligation (C.O.s) are secured by a pledge of ad valorem taxes levied on all taxable property within the City and from a subordinate lien pledge of $1,000 of

the surplus revenues of the City's waterworks and sewer system. Water and sewer revenue bonds are secured by water and sewer enterprise fund revenues. Payments are recorded in the Debt Service Fund and Water & Sewer Fund, respectively.

On December 7, 2023, the City issued $8,015,000 in Certificates of Obligation, Series 2023A to fund the construction, improvement, expansion, rehabilitation and repair of City streets, alleys, bridges, sidewalks, traffic signals and traffic signal systems, acquisition, construction, improvement, and equipment of a new fire station, improvement, rehabilitation and repair of the drainage system and pay the costs of issuance. Series 2023A had a premium of $492,551 and an annual interest rate of 5%. Interest accrues semiannually and the bonds mature in 2043.

On December 7, 2023, the City issued $19,025,000 in Limited Tax Refunding Bonds, Series 2023 to refund a portion of the City's outstanding Water and Sewer System Revenue Bonds, Series 2013, Certificates of Obligation, Series 2014, and to pay the cost of issuance. Series 2023 had a premium of $1,630,216 and an annual interest rate of 5%. Interest accrues semiannually and the bonds mature in 2034. The refunding resulted in savings of $1,582,178 due to a decrease in cash flow requirements and had an economic gain of $1,330,410.

On February 6, 2024, the City issued $32,155,000 in Certificates of Obligation, Series 2024A to fund the repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system and to pay the costs of issuance. Series 2024A had a premium of $4,513,126 and an annual interest rate of 5%. Interest accrues semiannually and the bonds mature in 2043. While secured by the City's ad valorem taxes, the City intends to pay debt service on this series from surplus net revenue of the City's water and sewer system to the extent such revenues are available in any year.

1. Long-Term Obligation Activity

The funds typically used to liquidate other long-term liabilities in the past are as follows:

Liability	Activity Type	Fund
Compensated Absences	Governmental	General & Fleet Services
Compensated Absences	Business-type	Water and Sewer
Health Claims Liability	Governmental	Self-Funded Insurance
Lease Liabilities	Governmental	General & CIDC
Lease Liabilities	Business-type	Water and Sewer
Customer Deposits	Business-type	Water and Sewer & CLGC Hotel
Net OPEB Liability	Governmental	General & Fleet Services
Net OPEB Liability	Business-type	Water and Sewer
Net Pension Liability/TMRS	Governmental	General & Fleet Services
Net Pension Liability/TMRS	Business-type	Water and Sewer
Net Pension Liability/Fire R/R	Governmental	General
Severance Payable	Governmental	General & CIDC

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended September 30, 2024, are as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Refunding Bonds	$ 41,665,000	$ 16,095,000	$ (5,070,000)	$ 52,690,000	$ 6,625,000
Certificates of Obligation	229,720,000	8,015,000	(24,375,000)	213,360,000	6,045,000
Direct Placement C.O.s	2,840,000	-	(355,000)	2,485,000	370,000
Sales Tax Revenue Bonds	17,950,000	-	(635,000)	17,315,000	670,000
Direct Placement STRBs	39,560,000	-	(3,820,000)	35,740,000	3,910,000
Unamortized Premiums	31,504,146	1,804,882	(3,758,773)	29,550,255	-
Total Bonds Payable	363,239,146	25,914,882	(38,013,773)	351,140,255	17,620,000
Arbitrage Rebate Liability	686,994	1,987,909	-	2,674,903	-
Health Claims Liability	2,870,631	7,395,707	(8,782,090)	1,484,248	1,484,248
Lease Liabilities	176,699	119,392	(90,670)	205,421	75,696
Subscription Based IT Arrangements	3,583,952	562,843	(1,133,517)	3,013,278	922,540
Net OPEB Liability	12,447,864	2,818,342	(4,988,476)	10,277,730	-
Net Pension Liability/TMRS	32,099,558	18,994,785	(24,325,839)	26,768,504	-
Net Pension Liability/Fire R/R	32,624,940	8,871,618	(17,086,846)	24,409,712	-
Severance Payable	1,930,713	442,212	(946,516)	1,426,409	-
Compensated Absences	13,935,093	1,373,169	(599,667)	14,708,595	210,512
Total Governmental Activities	$ 463,595,590	$ 68,480,859	$ (95,967,394)	$ 436,109,055	$ 20,312,996

Business-type Activities:	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Revenue Bonds	$ 26,690,000	$ -	$ (5,715,000)	$ 20,975,000	$ 1,490,000
Refunding Bonds	32,430,000	2,930,000	(3,175,000)	32,185,000	3,615,000
Certificates of Obligation	195,565,000	32,155,000	(7,775,000)	219,945,000	8,165,000
Hotel Revenue Bonds	77,090,000	-	-	77,090,000	-
Unamortized Premiums	38,644,949	4,831,012	(2,777,341)	40,698,620	-
Total Bonds Payable	370,419,949	39,916,012	(19,442,341)	390,893,620	13,270,000
Customer Deposits	1,930,303	1,731,868	(1,331,128)	2,331,043	1,779,972
Lease Liabilities	30,123	-	(8,816)	21,307	8,110
Subscription Based IT Arrangements	39,447	-	(19,172)	20,275	20,275
Net OPEB Liability	2,424,136	548,853	(971,472)	2,001,517	-
Net Pension Liability/TMRS	6,251,169	3,699,103	(4,737,290)	5,212,982	-
Compensated Absences	1,523,042	410,747	(25,869)	1,907,920	38,037
Total Business-type Activities	$ 382,618,169	$ 46,306,583	$ (26,536,088)	$ 402,388,664	$ 15,116,394

A summary of the long-term bonded debt of the City at September 30, 2024 is presented below:

Refunding Bonds	Rate	Issue Date	Amount of Original Issue	Maturity Date	Outstanding
Refunding Bonds, Series 2015	2.00-5.00%	2015	33,370,000	2030	$ 20,100,000
Refunding Bonds, Series 2018	2.00-5.00%	2018	24,185,000	2030	15,065,000
Refunding Bonds, Series 2019	5.00%	2019	9,075,000	2030	6,115,000
Refunding Bonds, Series 2020	5.00%	2020	20,765,000	2031	14,245,000
Refunding Bonds, Series 2021	4.00-5.00%	2021	12,170,000	2032	10,370,000
Refunding Bonds, Series 2023	5.00%	2023	19,025,000	2043	18,980,000
Total Refunding Bonds Payable					$ 84,875,000

Certificates of Obligation	Rate	Issue Date	Amount of Original Issue	Maturity Date	Outstanding
Series 2005 (Direct Placement)	4.33%	2005	$ 3,865,000	2030	$ 2,485,000
Series 2014	2.00-5.00%	2014	31,100,000	2034	4,850,000
Series 2015	2.00-4.00%	2015	8,795,000	2035	3,965,000
Series 2016	2.00-4.00%	2016	11,275,000	2036	6,105,000
Series 2017A	2.00-5.00%	2017	20,110,000	2037	14,995,000
Series 2017B	2.00-5.00%	2017	21,590,000	2038	16,740,000
Series 2018A	4.00-5.00%	2018	42,870,000	2038	37,885,000
Series 2018B	5.00%	2018	86,845,000	2039	76,540,000
Series 2019A	3.00-5.00%	2019	23,730,000	2039	20,395,000
Series 2019B	3.00-5.00%	2019	19,915,000	2040	17,335,000
Series 2020A	1.39%	2020	4,350,000	2035	3,270,000
Series 2020B	2.00-5.00%	2020	11,160,000	2040	9,755,000
Series 2020C	3.00-5.00%	2020	13,430,000	2041	12,075,000
Series 2021A	3.00-5.00%	2021	17,390,000	2041	17,250,000
Series 2021B	3.00-5.00%	2021	16,725,000	2041	15,890,000
Series 2021C	3.00-5.00%	2021	23,000,000	2041	20,860,000
Series 2022A	4.00-5.00%	2022	29,645,000	2042	27,770,000
Series 2022B	4.00-5.00%	2022	47,040,000	2042	44,255,000
Series 2022C	4.00-5.00%	2022	45,610,000	2043	44,240,000
Series 2023A	5.00%	2023	39,130,000	2043	39,130,000
Total Certificates of Obligations Payable					$ 435,790,000
Sales Tax Revenue Bonds					
Series 2019, CIDC	4.00-5.00%	2019	$ 20,195,000	2039	$ 17,315,000
Direct Placements:					
Series 2016, Refunding CIDC, Taxable	2.90%	2016	13,815,000	2030	6,790,000
Series 2018, Refunding CIDC, Taxable	4.32%	2018	23,225,000	2033	17,915,000
Series 2020, Refunding CIDC, Taxable	1.31%	2020	16,645,000	2032	11,035,000
Total Sales Tax Revenue Bonds Payable					$ 53,055,000
Hotel Revenue Bonds					
Series 2021A, First-Lien	2.50-4.00%	2021	28,715,000	2050	$ 28,715,000
Series 2021B, Second-Lien	3.50-5.00%	2021	27,160,000	2050	27,160,000
Series 2021C, Third-Lien	4.00-5.00%	2021	21,215,000	2050	21,215,000
Total Hotel Revenue Bonds					$ 77,090,000
Waterworks and Sewer System					
Bonds, Series 2014	2.00-5.00%	2014	17,130,000	2034	$ 11,055,000
Bonds, Series 2015	2.00-5.00%	2015	14,400,000	2035	9,920,000
Total Revenue Bonds Payable					$ 20,975,000

In prior years, the City defeased certain outstanding general obligation capital improvement bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust accounts and the liability for the defeased bonds are not included in the City's financial statements. As of September 30, 2024, neither the City nor the CIDC had outstanding defeased obligations.

Arbitrage Rebate:
In accordance with the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, bonds must satisfy certain arbitrage rebate requirements. Rebate arbitrage is the excess of the amount earned on investments purchased with bond proceeds over the amount that such investments would have earned had such investments been invested at a rate equal to the yield on the bond issue. Rebatable arbitrage must be paid to the U.S. Treasury at the end of each five-year anniversary of the bond issue and upon final redemption of all outstanding bonds of the issue. The City has arbitrage liability as of September 30, 2024 in the amount of $2,992,862.

2. Debt Service Requirements

Debt service requirements on long-term debt at September 30, 2024, are as follows:

	Governmental Activities				
Fiscal	Bonded Debt		Direct Placements		
Year	Principal	Interest	Principal	Interest	Total
2025	$ 13,340,000	$ 11,884,773	$ 4,280,000	$ 1,214,872	$ 30,719,645
2026	13,985,000	11,258,030	4,400,000	1,099,580	30,742,610
2027	14,825,000	10,648,566	4,520,000	974,319	30,967,885
2028	15,590,000	10,001,160	4,640,000	857,123	31,088,283
2029	16,440,000	9,312,308	4,770,000	732,884	31,255,192
2030	17,040,000	8,590,328	4,930,000	566,626	31,126,954
2031	17,330,000	7,808,846	3,715,000	407,713	29,261,559
2032	18,185,000	6,973,237	3,845,000	274,014	29,277,251
2033	19,035,000	6,128,204	3,125,000	135,500	28,423,704
2034	19,885,000	5,255,426	-	-	25,140,426
2035	19,210,000	4,406,278	-	-	23,616,278
2036	19,160,000	3,588,987	-	-	22,748,987
2037	19,205,000	2,784,388	-	-	21,989,388
2038	17,710,000	2,024,263	-	-	19,734,263
2039	13,810,000	1,409,788	-	-	15,219,788
2040	10,540,000	932,894	-	-	11,472,894
2041	10,145,000	541,781	-	-	10,686,781
2042	7,320,000	143,406	-	-	7,463,406
2043	610,000	15,250	-	-	625,250
	$ 283,365,000	$ 103,707,913	$ 38,225,000	$ 6,262,631	$ 431,560,544

Business-type Activities - Bonded Debt			
Fiscal Year	Principal	Interest	Total
2025	$ 13,270,000	$ 16,238,286	$ 29,508,286
2026	16,060,000	15,114,630	31,174,630
2027	16,605,000	14,355,319	30,960,319
2028	17,435,000	13,563,331	30,998,331
2029	18,620,000	12,720,594	31,340,594
2030	19,845,000	11,818,947	31,663,947
2031	20,870,000	10,855,263	31,725,263
2032	19,045,000	9,913,875	28,958,875
2033	19,545,000	9,017,025	28,562,025
2034	19,375,000	8,106,375	27,481,375
2035	19,825,000	7,181,150	27,006,150
2036	18,100,000	6,292,525	24,392,525
2037	17,850,000	5,458,075	23,308,075
2038	18,590,000	4,631,900	23,221,900
2039	17,590,000	3,823,813	21,413,813
2040	11,225,000	3,188,075	14,413,075
2041	10,195,000	2,719,450	12,914,450
2042	9,695,000	2,278,425	11,973,425
2043	9,440,000	1,841,500	11,281,500
2044	6,230,000	1,473,875	7,703,875
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
	$ 350,195,000	$ 165,470,908	$ 515,665,908

VII. Leases

The primary objective of GASB Statement No. 87, *Leases* is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right-to-use an underlying asset.

Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset. Right-to-use assets are included in Note V with Capital Assets and lease liabilities are included in Note VI with Long-Term Obligations. A lessee is also required to report amounts due within the next five years.

Governmental Activities – Lessee:

Lease Description	Lease Start Date	Estimated Useful Life	Value of Right-to-use Asset	Net Value at 10/1/2023	Additions	Current Year Amortization	Net Value at 9/30/2024
Building Crighton Theatre	1/1/2022	360	$ 250,000	$206,250	$ -	$ (25,000)	$181,250
Total Buildings			250,000	206,250	-	(25,000)	181,250
Pitney Bowes - Send Pro P	10/1/2021	40	21,940	11,961	-	(4,990)	6,971
Konica Copier - Engineering	10/1/2021	36	21,472	10,927	-	(5,273)	5,654
Konica Copier - CDBG	11/21/2023	37	649	-	649	(112)	537
Canon Copier - CVB	3/27/2024	48	13,625	-	13,625	(1,393)	12,232
Canon Copier - Fire Dept	10/1/2021	44	14,081	8,046	-	(3,017)	5,029
Canon Copier - Parks Dept	10/1/2021	35	9,323	4,562	-	(2,380)	2,182
Canon Copier - Parks Operations	10/1/2023	39	4,813	-	4,813	(1,133)	3,680
Canon Copier - OJCC	10/1/2023	39	22,629	-	22,629	(5,325)	17,304
Canon Copier - Street Dept	10/1/2021	36	6,861	3,433	-	(1,714)	1,719
Canon Copier - PD Range	10/1/2021	41	9,324	5,139	-	(2,093)	3,046
Canon Copier - Senior Ctr	10/1/2021	26	8,664	3,206	-	(2,729)	477
First Citizens DEX - 8 Copiers PD	10/11/2023	51	77,676	-	77,676	(14,384)	63,292
Canon Copier - Transportation	10/1/2021	25	9,828	3,453	-	(3,187)	266
Canon Copier - Finance	10/1/2021	24	28,527	9,787	-	(9,370)	417
Canon Copier - HR	10/1/2021	48	18,360	11,016	-	(3,672)	7,344
CTWP Copier - Municipal Court	10/1/2021	29	20,466	8,427	-	(6,180)	2,247
Canon Copier - Fire Station 5	1/26/2022	48	9,120	6,055	-	(1,824)	4,231
Documation Copier - Admin	8/1/2022	48	59,364	46,642	-	(12,416)	34,226
Canon Copier - Aquatic Ctr	12/1/2021	48	14,820	9,386	-	(2,964)	6,422
Canon Copier - Recreation Ctr	1/1/2023	48	27,411	23,299	-	(5,482)	17,817
Canon Copier - Westside Rec Ctr	10/1/2022	51	11,325	9,060	-	(2,265)	6,795
Total Machinery & Equipment			410,278	174,399	119,392	(91,903)	201,888
Total Right-to-use Assets - Leases			$ 660,278	$380,649	$119,392	$ (116,903)	$383,138

Lease Description	Lease Term (months)	Interest Rate	Monthly Payment Amount	Lease Liability 10/1/2023	Additions	Payments	Lease Liability 9/30/2024	Due within 1 Year
Pitney Bowes - Send Pro P	40	4.306%	$ 471	$ 12,058	$ -	$ (5,216)	$ 6,842	$5,652
Konica Copier - Engineering	36	3.516%	480	11,109	-	(5,457)	5,652	5,280
Konica Copier - CDBG	37	4.306%	12	-	649	(111)	538	144
Canon Copier - CVB	48	4.306%	252	-	13,625	(1,486)	12,139	3,024
Canon Copier - Fire Dept	44	4.306%	277	8,399	-	(3,023)	5,376	3,324
Canon Copier - Parks Dept	35	3.516%	212	4,708	-	(2,417)	2,291	2,544
Canon Copier - Parks Operations	39	4.306%	103	-	4,813	(1,068)	3,745	1,236
Canon Copier - OJCC	39	4.306%	485	-	22,629	(5,021)	17,608	5,820
Canon Copier - Street Dept	36	3.516%	153	3,541	-	(1,739)	1,802	1,836
Canon Copier - PD Range	41	4.306%	193	5,310	-	(2,131)	3,179	2,316
First Citizens DEX - 8 Copiers PD	51	4.306%	1,375	-	77,676	(13,699)	63,977	16,500
Canon Copier - Senior Ctr	26	3.516%	228	3,192	-	(2,736)	456	456
Canon Copier - Transportation	25	3.516%	273	3,549	-	(3,276)	273	273
Canon Copier - Finance	24	3.516%	771	10,023	-	(9,252)	771	771
Canon Copier - HR	48	3.516%	306	11,016	-	(3,672)	7,344	3,672
CTWP Copier - Municipal Court	29	4.306%	487	8,533	-	(6,250)	2,283	1,612
Canon Copier - Fire Station 5	48	3.516%	152	6,080	-	(1,824)	4,256	1,824
Documation Copier - Admin	48	4.306%	941	46,788	-	(11,386)	35,402	11,386
Canon - Recreation Ctr	48	3.516%	457	9,880	-	(3,120)	6,760	2,602
Canon Copier - Aquatic Ctr	48	3.516%	260	23,299	-	(5,482)	17,817	3,120
Canon - Westside Rec	51	3.516%	192	9,214	-	(2,304)	6,910	2,304
Total Lease Liability				$176,699	$119,392	$(90,670)	$205,421	$75,696

	Governmental Lessee Activities - Lease Payments		
Fiscal Year	Principal	Interest	Total
2025	$ 75,696	$ 4,423	$ 80,119
2026	57,445	2,824	60,269
2027	44,815	1,711	46,526
2028	22,111	689	22,800
2029	5,354	43	5,397
	$ 205,421	$ 9,690	$ 215,111

Business-Type Activities – Lessee:

Lease Description	Lease Start Date	Estimated Useful Life	Value of Right-to-use Asset	Net Value at 10/1/2023	Additions	Current Year Amortization	Net Value at 9/30/2024
Canon Copier - Water Dept	10/1/2021	31	$ 6,189	$ 2,745	$ -	$ (1,722)	$ 1,023
Canon Copier - SW WWTP	4/10/2023	55	12,401	11,223	-	(2,401)	8,822
Canon Copier - CC WWTP	6/1/2022	48	12,006	8,805	-	(2,054)	6,751
Canon Copier - Pump & Motor	1/2/2022	48	10,264	6,675	-	(2,480)	4,195
Total Machinery & Equipment			$ 40,860	$ 29,448	$ -	$ (8,657)	$ 20,791

Lease Description	Term (months)	Interest Rate	Monthly Payment Amount	Lease Liability 10/1/2023	Additions	Payments	Lease Liability 9/30/2024	Due within 1 Year
Canon Copier - Water Dept	31	3.516%	$ 153	$ 2,824	$ -	$ (1,765)	$ 1,059	$1,059
Canon Copier - SW WWTP	55	3.516%	210	11,560	-	(2,442)	9,118	2,518
Canon Copier - CC WWTP	48	3.516%	204	8,954	-	(2,087)	6,867	2,445
Canon Copier - Pump & Motor	48	3.516%	174	6,785	-	(2,522)	4,263	2,088
Total Lease Liability				$ 30,123	$ -	$ (8,816)	$ 21,307	$ 8,110

	Business-type Activities - Lease		
Fiscal Year	Principal	Interest	Total
2025	$ 8,110	$ 12	$ 8,122
2026	7,052	-	7,052
2027	4,673	-	4,673
2028	1,472	-	1,472
	$ 21,307	$ 12	$ 21,319

A lessor is required to recognize a lease receivable and a deferred inflow of resources.

Governmental Activities – Lessor:

Lease Description	Lease Start Date	Lease Term (Months)	Useful Life of Right-to use Asset	Payment Frequency	Payment Amount	Extension Options
MC Veterans Commission Ground Lease	6/29/2022	180	0	Annual	$ 100	
CIDC Skyway Towers Ground Lease	6/27/2022	46	0	Monthly	609	
T-Mobile Rooftop Wireless Communications	10/1/2021	48	373	Annual	34,585	
AT&T Rooftop Tower - PW Service Center	10/1/2021	187	369	Monthly	6,647	
Verizon Rooftop Tower Facility	10/1/2021	77	373	Monthly	2,585	
Total Right-to-use Govt Buildings						
Centerpoint Tower - PW Service Center	10/1/2021	60	180	Monthly	6,189	3 / 60 mths
AT&T Magnolia Communication Tower	10/1/2021	240	240	Monthly	5,608	
Verizon Magnolia Communication Tower	10/1/2021	174	240	Monthly	3,800	

Lease Description	Balance at 10/1/2023	Additions	Reductions	Balance at 9/30/2024
MC Veterans Commission Ground Lease	$ 1,400	$ -	$ (100)	$ 1,300
CIDC Skyway Towers Ground Lease	18,000	15,381	(22,235)	11,146
Total Land	19,400	15,381	(22,335)	12,446
T-Mobile Rooftop Wireless Communications	68,655	-	(33,209)	35,446
AT&T Rooftop Tower - PW Service Center	938,412	29,023	(50,626)	916,809
Verizon Rooftop Tower Facility	123,893	14,567	(28,871)	109,589
Total Buildings	1,130,960	43,590	(112,706)	1,061,844
Centerpoint Tower - PW Service Center	13,760	135,187	(73,373)	75,574
AT&T Magnolia Communication Tower	1,268,919	8,467	(66,726)	1,210,660
Verizon Magnolia Communication Tower	669,346	-	(44,940)	624,406
Total Infrastructure	1,952,025	143,654	(185,039)	1,910,640
Total Governmental Lessor Activities	$3,102,385	$202,625	$(320,080)	$2,984,930

	Governmental Lessor Activities - Lease Receivable		
Fiscal Year	Principal	Interest	Total
2025	$ 315,115	$ 34,484	$ 349,599
2026	209,799	30,777	240,576
2027	214,196	28,131	242,327
2028	201,697	25,385	227,082
2029	193,122	22,946	216,068
2030 - 2034	1,029,103	75,643	1,104,746
2035 - 2039	679,102	10,847	689,949
2040 - 2043	142,796	-	142,796
	$ 2,984,930	$ 228,213	$ 3,213,143

VIII. Subscription-Based Information Technology Arrangements

The primary objective of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right-to-use an underlying asset. Under this statement, an organization is required to recognize a subscription liability and an intangible right-to-use subscription asset.

Governmental Activities:

Subscription Asset	Start Date	Useful Life	Subscription Asset	Accumulated Amortization	Subscription Asset
Axon Software	6/1/2023	62	$3,221,356	$ (780,935)	$2,440,421
Clearview AI Software	5/29/2024	36	24,157	(2,729)	21,428
FreeIT Ransomware Prevention	11/22/2023	36	79,153	(22,646)	56,507
Comodo Endpoint Projection	10/1/2022	24	18,072	(12,093)	5,979
ArcGIS	10/1/2022	22	105,476	(74,821)	30,655
Microsoft Software VAR	11/1/2022	26	452,036	(288,801)	163,235
Enterprise Asset Management	5/30/2023	32	263,229	(117,234)	145,995
PaymentWorks Vendor Management	10/20/2023	60	234,237	(44,375)	189,862
UKG Workforce Software	12/14/2023	60	225,296	(35,922)	189,374
Total Governmental Activities			$4,623,012	$(1,379,556)	$3,243,456

Subscription Liability	Term (months)	Interest Rate	Payment Amount	Initial Liability 10/1/2023	Additions	Payments	Liability 9/30/2024	Due within 1 Year
Axon Software	62	2.310%	$ 182,000	$3,048,740	$ -	$ (610,066)	$2,438,674	$ 574,589
Clearview AI Software	36	4.306%	24,157	-	24,157	(24,157)	-	
FreeIT Ransomware Prevention	36	4.306%	26,480	-	79,153	(25,761)	53,392	30,305
Comodo Endpoint Protection	24	3.238%	9,474	9,177	-	(9,177)	-	
ArcGIS	22	3.238%	55,000	53,275	-	(53,275)	-	
Microsoft Software VAR	26	3.238%	155,505	296,531	-	(145,903)	150,628	150,628
Enterprise Asset Management	32	2.363%	87,001	176,229	-	(85,648)	90,581	90,581
PaymentWorks Vendor Management	60	4.306%	62,720	-	234,237	(61,179)	173,058	48,020
UKG Workforce Software	60	4.306%	118,678	-	225,296	(118,351)	106,945	28,417
Total Governmental Activities				$3,583,952	$ 562,843	$(1,133,517)	$3,013,278	$ 922,540

	Governmental Activities		
Fiscal Year	Principal	Interest	Total
2025	$ 922,540	$ 77,707	$ 1,000,247
2026	695,941	53,107	749,048
2027	688,280	35,166	723,446
2028	706,517	17,834	724,351
	$ 3,013,278	$ 183,814	$ 3,197,092

Business-type Activities:

Subscription Asset	Start Date	Estimated Useful Life	Value of Subscription Asset	Accumulated Amortization	Net Value of Subscription Asset
Enterprise Asset Management	5/30/2023	32	$ 58,921	$ (26,241)	$ 32,680
Total Business-type Activities			$ 58,921	$ (26,241)	$ 32,680

Subscription Liability	Term (months)	Interest Rate	Payment Amount	Liability 10/1/2023	Additions	Payments	Liability 9/30/2025	Due within 1 Year
Enterprise Asset Management	32	2.363%	$ 19,474	$ 39,447	$ -	$(19,172)	$ 20,275	$20,275
Total Business-type Activities				$ 39,447	$ -	$(19,172)	$ 20,275	$20,275

	Business-type Activities		
Fiscal Year	Principal	Interest	Total
2025	$ 20,275	$ 479	$ 20,754

IX. Risk Management

1. Health Care Coverage

City employees are provided traditional health care insurance that covers hospitalization and major medical expenses within specified limits. The plan is self-funded by the City and administered by a third-party administrator. The City pays the administrator a monthly fixed fee for various claim administration services on a per enrolled employee basis.

The City pays all claims. The third-party administrator submits monthly check registers for all processed claims. The City issues payment to the plan administrator who in turn issues individual claim checks. The City carries stop-loss insurance against catastrophic losses. There were no significant reductions in insurance coverage from the prior year. Settlements have not exceeded coverages for each of the past three years. The estimate of the claims liability includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expense regardless of whether allocated to specific claims.

The premiums for these policies are billed monthly by the third-party administrator on a per enrolled employee basis. The claims liability reported in the fund at September 30, 2024, was estimated by third party administrators. It is based on the requirements of Governmental Accounting Standards Board Statement No. 10 which requires that a liability for unpaid claims costs, including estimates of costs relating to incurred but not reported claims, be reported. Costs relating to the plan are recorded in the Self-Funded Insurance Fund, which is an internal service fund.

Changes in the health claims for the two fiscal years ended September 30, 2024 and 2023 are as follows:

	2024	2023
Health Claim Liability, Beginning of the Year	$2,870,631	$ 704,849
Current-year Claims and Changes in Estimates	7,395,707	11,253,555
Claim Payments	(8,782,090)	(9,087,773)
Health Claim Liability, End of the Year	$1,484,248	$2,870,631

2. Workers' Compensation and Property and Liability Insurance

The City is exposed to various risks of loss related to torts, theft, damage or destruction of assets, errors and omissions, injuries to employees, and natural disasters. During fiscal year 2024, the City purchased workers compensation and property and liability insurance at a cost that is considered to be economically justifiable by joining together with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool ("TML"). TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its insurance coverages. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. There were no significant reductions in insurance coverages in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

X. Other Post-Employment Benefits

1. Plan Description

The City of Conroe Other Post-Employment Benefit Trust is a single employer trust established in 2009 to provide medical, vision, and dental insurance coverage for qualified retirees in accordance with its personnel policy through a defined benefit plan. The first irrevocable trust was established in 2009 and was held by ICMA-RC who was also the administrator of the plan. The City discontinued funding its annual contribution to this plan, and the balance of funds was fully liquidated. The City established a new irrevocable trust in 2012, and the trust is held by Public Agency Retirement Services (PARS), who is also the administrator of the plan. Assets held by the trust are valued at fair value. The trust is reported as a fiduciary fund in the City's financial statements and does not issue separate financial statements.

2. Benefits Provided

Under certain conditions, employees retiring from the City of Conroe are eligible for continuation of medical, dental, and vision insurance benefits. Effective October 1, 2009, continuation of these benefits is dependent upon the following:

a. Eligibility

(1) Years of service and age at retirement must equal 80 (Rule of 80).
- Years of service will be cumulative.

(2) Must have been employed by the City immediately prior to retirement.

(3) Must have been enrolled in the insurance program(s) three (3) years prior to retirement.
- Dependents must have been enrolled one (1) year prior to the employee's retirement.

(4) Must be receiving a pension either from Texas Municipal Retirement System (TMRS) or Conroe Fire Fighters' Relief and Retirement Fund (CFFR&RF).

b. Termination of Coverage

(1) If other insurance coverage is available, (i.e., another employer, Medicare, Medicaid, etc.), the retiree will not be covered under the City's insurance plan(s).
(2) Retirees are entitled to a one-time, opt-in to re-enroll in the insurance plan(s).

c. Premiums

(1) A minimum of fifty (50) percent of the actuarially determined contribution (ADC) cost will be paid by the City in the OPEB trust.
(2) Payment of any remaining ADC will be determined on an annual basis by City Council.
(3) The retiree is responsible for payment of premiums for any dependent covered under the plan(s).

d. Miscellaneous

City Council members are not eligible for continuation of insurance benefits upon completion of their term(s) of service.

e. Exception

(1) Retirement under the eligibility provisions effective through December 31, 2011.
- Any employee meeting retirement eligibility under the prior retiree insurance eligibility requirements may retire under those provisions through December 31, 2011.
- Employees completing twenty-five (25) years of service by December 31, 2011, will be grandfathered under the policy in place at that time.

(2) Receipt of pension requirement for firefighters.
- The requirement that an employee must be receiving a pension is waived for firefighters through December 31, 2011.

(3) Exchange of sick leave.
- Through the two-year window, employees may use up to 720 hours of their sick balance in exchange for eligibility to reach 25 years. This exception expired December 31, 2011.

f. Death-in-Service Retirement Benefits

Surviving spouses of active employees are allowed COBRA coverage only.

g. Benefits for Spouses of Retired Employees

Retiree may purchase retiree health care coverage for eligible spouses and dependents. The City's subsidy does not apply to the dependent premiums. Surviving spouses and dependents of deceased retired members may continue retiree health coverage through COBRA. Spouse or other dependents will no longer be eligible to continue when the retiree reaches age 65. COBRA will be sent to dependents at that time.

h. Non-Medicare and Medicare-Eligible Provisions

(1) Employees retiring after December 31, 2011, cannot remain on the plan once they become eligible for Medicare. Participants who were retired as of December 31, 2011, may remain on the plan after becoming eligible for Medicare, but would be required to pay the full premiums. However, the City will pay the entire retiree premium for one post 65 retiree who is covered under special agreements.

(2) As of the valuation date, December 31, 2020, there were 9 grandfathered retirees who have their Medicare Part B premiums paid for by the City. No other current or future retirees will have their Part B premiums reimbursed by the City. The Part B premiums were $148.50 per month in 2021.

i. Dental and Vision Coverage

Effective October 1, 2014, all retirees are required to pay the full dental and vision premiums. Those who have reached Medicare eligibility may continue their dental and vision coverage at their own expense. The may also cover eligible family members at their expense.

j. Life Insurance Coverage

The City provides a $7,500 life insurance benefit for retirees. The life insurance benefit extends past age 65. As of December 31, 2023, there were two retirees who accrued a life insurance benefit of $12,500.

k. Monthly Unsubsidized Retiree Premiums Effective October 1, 2021:

Benefit	Retiree Only	Spouse
Medical - OAP	$ 668	$ 367
Medical - HDHP	583	144
Medical - Kelsey	550	104
Dental	36	22
Vision	4	13

The premiums shown above do not include the City subsidies for which retirees may be eligible.

As with all benefits, the benefits provided above are subject to change, amendment, addition or cancellation at any time by City Council, and this document does not provide a guarantee or promise of benefits in the future. As of June 25, 2012, it is the opinion of the City Administrator and City Attorney that those who actually retire, and are eligible for retirement benefits from TMRS, can be covered under the City's insurance plan at their expense if they do not meet the "rule of 80". In order to be covered, they must be already covered before they retire, and they must let the City know no later than their retirement date (last day as an employee) that they wish to continue the same coverage. They may drop individuals from coverage, but they may not add anyone who was not previously covered.

At the measurement date, there was total plan membership of 823, which consisted of 171 retirees and beneficiaries and 652 active members.

3. Contributions

For the year ended September 30, 2024, the City funded 100% of the normal cost and the pay-go amount totaling $2,239,842 in an irrevocable trust, and reported it in a fiduciary fund in the financial statements. Withdrawals in the amount of $469,022 were made from the irrevocable trust to reimburse the City for pre-65 and post-65 retirees' claims and administrative fees paid by the Self-Funded Insurance Fund. Administrative fees are those fees related to services that retirees utilize, including, stop-loss premiums and 3rd party administrator charges.

4. OPEB Liability

Actuarial Assumptions: Actuarial valuations involve the use of estimates and assumption about the probability of events far into the future, including, but not limited to, assumptions about length of employee service, mortality rates, and future costs of health care. The valuation will be updated every

two years and actual results compared to past expectations. As a result of these comparisons, new estimates and assumptions will be made about future results of the plan. Valuations are made based on the benefits in place at the time of the valuation. Actuarial techniques include smoothing mechanisms which take a long-term approach in the valuation of assets and liabilities of the plan and are designed to reduce short-term volatility in the measurement of these assets and liabilities. The total OPEB liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Discount Rate*	6.25% as of December 31, 2023
Inflation	2.50%
Salary Increases	3.60% to 11.85%, including inflation
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2022 as conducted for the Texas Municipal Retirement System (TMRS) and the assumptions used in Conroe Fire Fighters' Relief & Retirement Fund actuarial valuation report as of December 31, 2021 (Firefighters). For the OPEB valuation, the standard retirement rates for firefighters were adjusted to reflect the impact of the City's retiree medical plan design.
Mortality	TMRS: For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2021 to account for future mortality improvements. CFFR&RF: For healthy retirees, the gender-distinct PubS-2010 Healthy Annuitant mortality tables are used. The rates are projected on a fully generational basis with Scale MP-2021.
Participation Rates	For employees retiring at age 50 or older, it was assumed the 95% of those who are eligible for the rule of 80 and 15% of those who are not eligible for the rule of 80 would choose to receive coverage through the City. No employees retiring before the age of 50 were assumed to elect coverage through the City.
Healthcare Cost Trend Rates	Initial rates of 7.00% declining to ultimate rates of 4.25% after 15 years.
Notes:	The demographic and salary assumptions were updated to reflect the 2023 TMRS Experience Study.

Fixed income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in the Fidelity “20-Year Municipal GO AA Index” as of December 31, 2023 are incorporated into the discount rate at 3.77%.

The goal of the Plan’s investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should earn, on a long-term average basis, a rate of return equal to or in excess of the target rate of return of 6.25%.
- The Plan should seek to earn a return in excess of its policy benchmark over the long-term.
- The Plan’s assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic, long-term perspective of the capital markets.

Asset Class	Target Allocation
Cash	0-20%
Fixed Income	30%-50%
Equity	50%-70%

Discount Rate and Healthcare Cost Trend Rate: The discount rate used to measure the Total OPEB Liability was 6.25%. The asset portfolio of the OPEB trust can support a 6.25% long term rate of return. The total OPEB liability is based on an actuarial valuation performed as of December 31, 2023, which is also the measurement date.

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at 12/31/2022	$29,020,143	$14,148,143	$14,872,000
Changes for the Year:			
Service Cost	1,455,483	-	1,455,483
Interest	1,835,630	-	1,835,630
Differences Between Expected and Actual Experience	(457,393)	-	(457,393)
Changes of Assumptions	(903,275)	-	(903,275)
Contributions - Employer	-	2,249,478	(2,249,478)
Net Investment Income	-	2,349,802	(2,349,802)
Benefit Payments, Including Refunds of Employee Contributions	(755,620)	(755,620)	-
Administrative Expense	-	(76,082)	76,082
Other Changes	-	-	-
Net Changes	1,174,825	3,767,578	(2,592,753)
Balances at 12/31/2023	$30,194,968	$17,915,721	$12,279,247

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rate: The following presents the net OPEB liability of the City, calculated using the healthcare cost trend rate of 7.0% as well as what the City's net OPEB liability would be if it were calculated using a rate that is 1-percentage-point lower (6.0%) or 1-percentage-point higher (8.0%) than the current rate:

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
City's Net OPEB Liability	$ 8,559,328	$ 12,279,247	$ 16,722,639

Sensitivity of the net OPEB liability to changes in the discount rate: The following presents the net OPEB liability of the City, calculated using the discount rate of 6.25% as well as what the City's net OPEB liability would be if it were calculated using a rate that is 1-percentage-point lower (5.25%) or 1-percentage-point higher (7.25%) than the current rate:

	1% Decrease 5.25%	Current Single Discount Rate Assumption 6.25%	1% Increase 7.25%
City's Net OPEB Liability	$ 15,439,613	$ 12,279,247	$ 9,460,124

5. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2024, the City recognized OPEB expense of $1,766,921. Also, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 28,485	$ 2,790,316
Change in actuarial assumption	1,770,584	1,586,021
Difference between expected and actual investment earnings	467,360	-
Contributions subsequent to the measurement date	2,214,066	-
Totals	$ 4,480,495	$ 4,376,337

$2,214,066 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30:	
2025	$ (501,682)
2026	(346,090)
2027	(160,076)
2028	(606,761)
2029	(157,477)
Thereafter	(337,822)
Total	$ (2,109,908)

XI. Pension Plans

1. Plan Descriptions

Texas Municipal Retirement System (TMRS): The City participates as one of 934 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent

multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report ("ACFR") that can be obtained at www.tmrs.com.

Except for civil service fire fighters, all eligible employees of the City are required to participate in TMRS.

Conroe Fire Fighters' Relief and Retirement Fund (CFFR&RF): The City participates in funding a contributory, defined benefit retirement plan for civil service fire fighters, Conroe Fire Fighters' Relief and Retirement Fund. The Fund was established in accordance with the provisions of H.B. 258 passed by the Texas State Legislature in 1937, with the purpose of providing pension benefits to volunteer, part-time and full-time fire fighters. The Fund is administered in accordance with State laws by the members of the Fund's Pension Board of Trustees. The fund is a governmental plan under section 414(d) of the Internal Revenue Code of 1986, as amended, and is established and maintained by the City for its employees as a single-employer defined benefit pension plan covering paid firefighters of the City for the purpose of providing retirement, death, disability, and withdrawal benefits. The fiscal year of the pension fund ends December 31. The most recently available financial statements of the pension fund are for the year ended December 31, 2023.

While contribution requirements are not actuarially determined, state law requires that a qualified actuary approve each plan adopted. The actuary of the plan has certified that the contribution commitment by the participants and the City provides an adequate financing arrangement.

2. Benefits Provided

TMRS: TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest are used to purchase an annuity. Members may choose to receive their retirement benefits in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	Plan Year 2023	Plan Year 2022
Employee Deposit Rate	7%	7%
Retirement Eligibility	5 Yrs/Age 60, 20 Yrs/Any Age	5 Yrs/Age 60, 20 Yrs/Any Age
Matching Ratio (City to Employee)	2 to 1	2 to 1
Years Required for Vesting	5	5
Service Retirement Eligibility *(expressed as age/years of service)*	60/5, 0/20	60/5, 0/20
Updated Service Credit	100% Repeating, Transfers	100% Repeating, Transfers
Annuity Increase (to retirees)	70% of CPI Repeating	70% of CPI Repeating

CFFR&RF: The Fund provides service retirement, death, disability, and withdrawal benefits for paid fire fighters. These benefits fully vest after the firefighter attains age 50 with at least 20 years of credited service. Firefighters who qualify for a retirement benefit will receive a monthly retirement benefit as long as the firefighter remains alive in an amount equal to the sum of (1) 67.50% of the "Highest 60-month

Average Salary" plus (2) an additional service benefit of $69 per month for each year of service in excess of 20 years of service (for years of service earned after December 31, 2010, this benefit is $110 per month). A firefighter with both paid and volunteer service is eligible for retirement, disability, or death benefits under the same conditions of a paid firefighter, as long as the service requirement is fulfilled with a combination of paid and volunteer service, where the volunteer service was earned prior to September 1, 2000, according to the Fund provisions. If a firefighter has completed at least 10 years of service prior to December 31, 2010, but has not attained the age of 50 years, the firefighter will receive a benefit ranging from 50% to 100% of the normal retirement benefit as described above. All other firefighters will be eligible upon the completion of 20 years of service.

Effective January 1, 2011, a paid firefighter can elect a FORWARD Deferred Retirement Option Plan (DROP) benefit calculation date no earlier than a date which is the first day of the month following the date of attainment of age 50 and completion of 20 years of service.

The amount of the FORWARD DROP benefit equals a service retirement annuity calculated as of the date the firefighter enters DROP plus a DROP lump sum. The DROP lump sum equals the accumulated annuity payments and firefighter contributions from the DROP entry date until the earlier of termination or seven years.

The Fund provides for an optional form of payment if elected by the retiring firefighter. The firefighter may elect a 100% joint and survivor service retirement benefit at a lower benefit amount for the eligible spouses at the time of retirement, according to the Benefit Reduction Factors table in the Fund.

The benefit provisions of this Fund are authorized by the Texas Local Fire Fighters' Retirement Act (TLFFRA). TLFFRA provides the authority and procedure to amend benefit provisions.

Plan provisions for the Fund were as follows:

	Plan Year 2023	Plan Year 2022
Employee Deposit Rate	15.50%	15.50%
Matching Ratio (City to Employee)	16%	16%
Years Required for Vesting	20	20
Service Retirement Eligibility *(expressed as age/years of service)*	50/20	50/20
Annuity Increase (to retirees)	Not automatic; may provide ad hoc increases	Not automatic; may provide ad hoc increases

At the respective valuation and measurement dates, the following employees were covered by the benefit terms:

	TMRS	CFFR&RF
Inactive Employees or Beneficiaries Currently Receiving Benefits	230	44
Inactive Employees Entitled to But Not Yet Receiving Benefits	235	7
Active Employees	541	150
Totals	1006	201

3. Contributions

TMRS: The contribution rate for an employee in a TMRS city is either 5%, 6%, or 7% of the employee's gross earnings, while a City's matching percentage is either 100%, 150%, or 200%. Both are adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by an actuary using the Entry Age Normal (EAN) actuarial cost method. The

actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City of Conroe, Texas, were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 16.26% and 16.95% in calendar years 2023 and 2024, respectively. The City's contributions to TMRS for the year ended September 30, 2024, were $7,497,106, and were equal to the required contributions.

CFFR&RF: Contributions to the Fund are based on the TLFFRA requirements rather than an actuarially determined rate. TLFFRA provides the authority and procedure to change the amount of contributions determined as a percentage of pay by each paid firefighter. The funding policy of the Fund requires contributions from both the City and the firefighters. The City's contribution rate is currently 16.3% of member payroll with each active member contributing 15.5% of plan compensation. The City's contribution rate is set by and subject to change by ordinance; subject to the minimum rate with TLFFRA. The City's contributions to the Fund for the year ended September 30, 2024, were $2,546,571, and were equal to the required contributions.

While the contribution requirements are not actuarially determined, state law requires that each plan of benefits adopted by the Fund must be approved by an eligible actuary. The actuary certifies that the contribution commitment by the firefighters and the City together provide an adequate contribution arrangement. Using the entry age actuarial cost method, the Fund's normal cost contribution rate is determined as a percentage of payroll. The excess of the total contribution rate over the normal cost contribution rate is used to amortize the Fund's unfunded actuarial accrued liability (UAAL), and the number of years needed to amortize the Fund's UAAL is determined using a level percentage of payroll method.

4. Net Pension Liability

For the year ended September 30, 2024, the City recognized $56,391,198 in net pension liability (TMRS of $31,981,486 and CFFR&RF of $24,409,712).

TMRS: The City's Net Pension Liability (NPL) was measured as of December 31, 2023, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

CFFR&RF: The Total Pension Liability, Net Pension Liability, and the associated sensitivity information provided was based on the December 31, 2023 actuarial valuation. The Total Pension Liability was rolled-forward to the fiscal year ended September 30, 2024 (measurement date), using generally accepted actuarial principles. There have been no significant events or changes in benefit provisions that required an adjustment to the roll-forward liability.

Actuarial Assumptions:

TMRS: The Total Pension Liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Salary Increases	3.60% to 11.85 % including inflati
Investment Rate of Returr	6.75%

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on a mortality study performed in 2013, with the factors phasing into being based on a unisex blend of the RP-2000 Combined Healthy Mortality Tables with Blue Collar Adjustment for males and females with both male and female rates multiplied by 107.5% and projected on a fully generational basis with scale BB. The current table of APRs is explicitly valued through 2032, and then it

is assumed the APRs and the valuation mortality assumptions will be consistent over time. For members, a unisex blend of 70% of the male table and 30% of the female table is used, while 30% of the male table and 70% of the female table is used for beneficiaries. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011, and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal (EAN) actuarial cost method and a one-time change to the amortization policy.

The TMRS Board of Trustees recognizes that the most important determinant of long-term return and risk is the asset allocation decision. The Board's strategic target allocation is intended to reflect, and be consistent with, the return objective and risk tolerance expressed in the Investment Policy Statement. It is designed to meet or exceed the Board's objectives at a controlled level of risk and liquidity that is acceptable to the Board. In establishing its risk tolerance, the Board considers its ability to withstand short and intermediate-term volatility in investment performance and fluctuations in the financial condition of the fund. The strategic target allocation and acceptable ranges as determined by the Board to facilitate the achievement of long-term investment objectives within acceptable risk parameters are as follows:

Asset Allocation Table
Strategic Targets

Asset Class	Minimum %	Target %	Maximum %
Global Equities	25%	35%	45%
Core Fixed Income	1%	6%	11%
Non-Core Fixed Income	15%	20%	25%
Real Estate	7%	12%	17%
Other Public & Private Markets	7%	12%	17%
Hedge Funds	0%	5%	10%
Private Equity	5%	10%	15%
Cash Equivalents	0%	0%	3%

CFFR&RF: The Total Pension Liability, Net Pension Liability, and the associated sensitivity information provided are derived from the results of the December 31, 2023, valuation. The Total Pension Liability was rolled-forward from the 2023 valuation date to the fiscal year ended September 30, 2024, using generally accepted actuarial principles. A full experience study is not available due to the size of the fund.

Actuarial Cost Method	Entry Age Normal
Amortization Method	Open period, level percentage of pay
Asset Valuation Method	The fair value of assets plus 20% of the unrecognized gains and losses from each of the past four years. The resulting value is further limited to be no less than 90% and no greater than 110% of the fair value of assets.
Investment Rate of Return	7.25% per annum (net of expenses)
Salary Scale	3.50%-8.50%
General Inflation Rate	2.50% per annum
Interest on Employee Contributions	2.50% per annum
Contribution Rates	Rates in effect are assumed to remain constant for future years.
Mortality Rates	PubS-2010 Employee and Healthy Annuitant Mortality tables projected generationally with Scale MP-2021.
Termination Rates	0% to 6%

Historical trend information is provided as required supplemental information. This information is intended to demonstrate progress the Fund has made in accumulating assets to pay benefits when due and the related actuarial assumptions used in determining the actuarially determined amounts.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation assumed at 2.5%) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocations as of December 31, 2023, (see the discussion of the pension plan's investment policy for more details) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Equity	6.5%
Fixed Income	3.5%
Real Estate	5.0%
Cash	0.0%

The following long-term strategic asset allocation, which serves as the primary asset allocation of the Fund, was adopted by the Board through its Investment Policy:

Asset Class	Target Allocation
Domestic and International Equity	60%
Fixed Income	25%
Alternative Investments	
Real Estate Investment Trusts and Return Commodity	10%
Cash and Cash Equivalents	5%
Total	100%

TMRS:

Discount Rate:
The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2022	$ 194,671,883	$ 156,321,156	$ 38,350,727
Changes for the Year:			
Service Cost	7,211,280	-	7,211,280
Interest	13,129,876	-	13,129,876
Differences Between Expected and Actual Experience	2,236,829	-	2,236,829
Changes of Assumptions	(1,162,609)	-	(1,162,609)
Contributions - Employer	-	6,837,050	(6,837,050)
Contributions - Employee	-	2,943,379	(2,943,379)
Net Investment Income	-	18,120,092	(18,120,092)
Benefit Payments, Including Refunds of Employee Contributions	(7,521,670)	(7,521,670)	-
Administrative Expense	-	(115,100)	115,100
Other Changes	-	(804)	804
Net Changes	13,893,706	20,262,947	(6,369,241)
Balances at 12/31/2023	$ 208,565,589	$ 176,584,103	$ 31,981,486

CFFR&RF: The discount rate used to measure the Total Pension Liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that the City contributions would equal 16.30% of payroll and that member contributions would equal 15.50% of payroll. Because the projected Net Fiduciary Position is projected to be sufficient to pay all projected benefits, the discount rate is now equal to the investment return assumption. The Net Pension Liability amounts shown below were measured as of the City's fiscal year end. The Total Pension Liability used to calculate the Net Pension Liability and certain sensitivity information was based on the December 31, 2023, actuarial valuation. The Total Pension Liability was rolled forward to the fiscal year end measurement dates using generally accepted actuarial principles.

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 9/30/2023	$ 74,157,423	$ 41,532,483	$ 32,624,940
Changes for the Year:			
Service Cost	3,213,525	-	3,213,525
Interest	5,492,400	-	5,492,400
Differences Between Expected and Actual Experience	(2,195,201)	-	(2,195,201)
Changes of Assumptions	-	-	-
Contributions - Employer	-	2,546,571	(2,546,571)
Contributions - Employee	-	2,421,588	(2,421,588)
Net Investment Income	-	9,923,486	(9,923,486)
Benefit Payments	(2,960,747)	(2,960,747)	-
Refunds	(266,667)	(266,667)	-
Administrative Expense	-	(165,693)	165,693
Net Changes	3,283,310	11,498,538	(8,215,228)
Balances at 9/30/2024	$ 77,440,733	$ 53,031,021	$ 24,409,712

Sensitivity of the net pension liability to changes in the discount rate:

TMRS: The following presents the net pension liability (asset) of the City, calculated using the discount rate of 6.75% as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease 5.75%	Rate Assumption 6.75%	1% Increase 7.75%
City's Net Pension Liability	$ 63,179,376	$ 31,986,486	$ 6,438,750

CFFR&RF: The following presents the net pension liability, calculated using the discount rate of 7.25%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current rate:

	1% Decrease 6.25%	Current Discount Rate of 7.25%	1% Increase 8.25%
CFFR&RF Net Pension Liability	$ 34,692,132	$ 24,409,712	$ 15,816,975

Pension Plan Fiduciary Net Position:

TMRS: Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

CFFR&RF: Detailed information about the plan's Fiduciary Net Position is available in a separately issued Conroe Fire Fighters' Relief and Retirement Fund financial report. That report may be obtained by contacting Jordan Stepanski at P.O. Box 497, Conroe, TX 77305, or admin@conroefirepension.com.

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized $10,545,176 in pension expense (TMRS of $7,607,228 and CFFR&RF of $2,937,948). At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	TMRS		CFFR&RF		Total Pension	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 5,548,674	$ -	$ 4,156,558	$ 2,913,259	$ 9,705,232	$ 2,913,259
Change in actuarial assumption	12,869	942,834	10,807,705	19,502,248	10,820,574	20,445,082
Difference between projected and actual investment earnings	4,025,660	-	-	4,490,622	4,025,660	4,490,622
Contributions subsequent to the measurement date	5,524,713	-	-	-	5,524,713	-
Totals	$ 15,111,916	$ 942,834	$ 14,964,263	$ 26,906,129	$ 30,076,179	$ 27,848,963

$5,524,713 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the TMRS net pension liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	TMRS	CFFR&RF	Total Pensions
2025	$ 2,608,698	$ (621,737)	$ 1,986,961
2026	2,708,008	144,036	2,852,044
2027	4,272,200	(1,330,280)	2,941,920
2028	(1,003,422)	(982,638)	(1,986,060)
2029	58,885	(2,221,285)	(2,162,400)
Thereafter	-	(6,929,962)	(6,929,962)
Total	$ 8,644,369	$ (11,941,866)	$ (3,297,497)

XII. Commitments and Contingencies

1. Contingencies

The City participates in a number of federal and state financial assistance programs. Although the City's grant programs have been audited in accordance with the provisions of the Single Audit Act through September 30, 2024, these programs are subject to financial and compliance audits by the granting agencies. These audits could result in questioned costs or refunds to be paid back to the granting agencies.

The City of Conroe is a participant in the San Jacinto River Authority (SJRA) Groundwater Reduction Plan (GRP). The SJRA has constructed a surface water treatment facility and transmission system to provide treated surface water to the City. Based on the agreement between the City and the SJRA, the City pays the SJRA for groundwater pumped from the Jasper aquifer and for treated surface water from Lake Conroe.

During FY 15-16, the SJRA notified the City of their intent to increase rates effective September 1, 2016. The groundwater pump age rate was increased by $0.18 from $2.32 to $2.50 per 1,000 gallons, and the surface water rate was increased by $0.18 from $2.51 to $2.69 per 1,000 gallons. On August 16, 2016, the City Council adopted a resolution refusing to pay the proposed increase in SJRA fees. The SJRA filed suit in Travis County for an expedited declaratory judgement confirming the validity of the GRP Contracts and the SJRA's legal authority to enforce the GRP Contract terms, including the fiscal year 2017 GRP Rates.

On September 1, 2017, the groundwater pump age rate was increased by $0.14 from $2.50 to $2.64 per 1,000 gallons, and the surface water rate was increased by $0.14 from $2.69 to $2.83 per 1,000 gallons. On September 1, 2019, the groundwater pump age rate was increased by $0.09 from $2.64 to $2.73 per 1,000 gallons, and the surface water rate was increased by $0.32 from $2.83 to $3.15 per 1,000 gallons. On September 1, 2021, the groundwater pump age rate was increased by $0.15 from $2.73 to $2.88 per 1,000 gallons, and the surface water rate was increased by $0.15 from $3.15 to $3.30 per 1,000 gallons. On September 1, 2022, the groundwater pump age rate was increased by $0.11 from $2.88 to $2.99 per 1,000 gallons, and the surface water rate was increased by $0.11 from $3.30 to $3.41 per 1,000 gallons.

This City continues to withhold the payment of this increase. The City's financial statements include a liability of $25,834,834 for the portion of the increased SJRA rates that the City has refused to pay, as well as any applicable penalties and interest, while the litigation is pending.

The City is a defendant or plaintiff in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City Attorney, the resolution of these matters will not have a material, adverse effect on the financial condition of the City.

2. Construction Commitments

The City has active construction projects as of September 30, 2024. Total accumulated commitments for ongoing capital projects are composed of the following:

	Spent-to-Date	Remaining Commitment
Water and Sewer	$ 70,532,511	$ 14,610,554
Streets Projects	29,328,105	4,709,765
Facilities Projects	57,442,875	11,597,693
Drainage Projects	4,075,822	254,117
Signals Projects	706,343	260,574
Totals	$ 162,085,656	$ 31,432,703

A majority of these commitments will be funded by bond proceeds.

3. Encumbrances

Encumbrances are reported in the financial statements as restricted, committed, or assigned for specific purposes in the governmental funds. As of September 30, 2024, significant encumbrances included in governmental fund balances are as follows:

	Encumbrances Included in:	
	Restricted Fund Balance	Assigned Fund Balance
General Fund	$ -	$ 4,768,509
Certificates of Obligation, Series 2022A CIP Fund	11,737,068	-
Nonmajor Governmental Funds	16,706,415	3,760,611
Total Encumbrances	$ 28,443,483	$ 8,529,120

4. Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination of employment, retirement, death or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are assets of the plan, and are required to be held in trust for the exclusive benefit of the participants and their beneficiaries. A fiduciary relationship does not exist between the City and the plan; therefore, in accordance with GASB Statement 32 "*Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*," the plan is not reported within the City's financial statements.

5. Key Money

On September 21, 2023, Hyatt contributed key money to Conroe Local Government Corp. Hotel in the amount of $650,000 to fund the operations of the hotel. The key money is part of the cash and cash equivalents in the Conroe Local Government Corp. Hotel fund. On October 1, 2023, the key money contributed to the CLGC Hotel began amortizing and will be recognized as contribution income in equal monthly installments for a period of thirty years. Any key money that has not amortized as of the date of any termination of the hotel operating agreement with the Manager will be repaid by the CLGC Hotel to Hyatt. For the year ended September 30, 2024, $21,666 was recognized as contribution income, and the balance of the key money was $628,334. The future amortization requirements as of September 30, 2024 are as follows:

Fiscal Year	Principal
2025	$ 21,667
2026	21,667
2027	21,667
2028	21,667
2029	21,667
2030-2034	108,333
2035-2039	108,333
2040-2044	108,333
2045-2049	108,333
2050-2053	86,667
	$ 628,334

XIII. Closure and Post closure Care Cost

State and Federal laws and regulations require that a landfill permit holder place a final cover on its landfill when closed and perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. The City has transferred the financial obligation related to these costs to another party. Therefore, no liability has been recorded for these costs.

XIV. Tax Abatements

The City and the City's component unit, CIDC, enter into economic development agreements designed to promote development and redevelopment within the City, spur economic improvement, stimulate commercial activity, generate additional sales tax, and enhance the property tax base and economic vitality of the City. These programs abate or rebate property taxes and sales tax, and also include incentive payments and reductions in fees that are not tied to taxes. The City's economic development agreements are authorized under Chapter 380 of the Texas Local Government Code and Chapter 311 (Tax Increment Financing Act) and 312 (Property Redevelopment and Tax Abatement Act) of the Texas Tax Code. Recipients may be eligible to receive economic assistance based on the employment impact, economic impact or community impact of the project requesting assistance. Recipients receiving assistance generally commit to building or remodeling

real property and related infrastructure, demolishing and redeveloping outdated properties, expanding operations, renewing facility leases, or bringing targeted businesses to the City. Agreements generally contain recapture provisions which may require repayment or termination if recipients do not meet the required provisions of the economic incentives.

The City has four categories of economic development agreements:

Property Tax Abatements – Tax abatements under Local Government Code 43.0751 authorized the City to enter into a Strategic Partnership Agreement for the creation of a Municipal Utility District (MUD) for full purpose annexation. These agreements authorize the City to pay the districts an amount equal to the ad valorem taxes generated from the City's tax levy. Property taxes abated under this program were $38,975 in fiscal year 2024.

General Economic Development – The City enters into various agreements under Chapter 380 of the Texas Local Government Code to stimulate economic development. The agreements may rebate a flat amount or percentage of sales tax received by the City. The sales tax abated under the program were $1,500,000 in fiscal year 2024.

Tax Abatements – Tax abatements under Chapter 312 of the Texas Tax Code allow the City to create tax abatement agreements with applicants that promise large scale investments. These investments create new jobs and expand the City's tax base. The City agrees to grant the owner an abatement of the City ad valorem taxes on the certified appraised value. Property taxes abated under this program were $698,979 in fiscal year 2024.

Tourism Promotion – The City entered into an agreement to dedicate Hotel Occupancy Tax revenue for the promotion of tourism and the convention and hotel industry. Hotel Occupancy Tax abated under this program is $692,292 during fiscal year 2024.

The CIDC has one type of economic development agreement:

Tax Abatements – Tax abatements under Chapter 312 of the Texas Tax Code allow the Conroe Industrial Development Corporation to enter into development incentive agreements with businesses that relocate or expand their business in Conroe. These businesses create new jobs and add additional property value resulting from the business expansion. These organizations are reimbursed a portion of the property taxes they pay to Montgomery County and the City of Conroe. Taxes abated under this program were $1,225,542 in fiscal year 2024.

XV. Fund Balances

The following funds had negative fund balance or net position at September 30, 2024:

CDBG_MIT Regional Method of Distribution Program has a negative fund balance of $342,580.

Fleet Services had a deficit net position of $356,140 at September 30, 2024. Exclusive of Fleet's portion the City's OPEB liability of $257,864, net pension liability of $671,611, related deferred outflows of $411,440 and deferred inflows of $111,702, this fund would recognize a positive net position of $278,097.

Conroe Local Government Corp. Hotel had a deficit net position of $3,163,027. The deficit will be covered with earnings in future years.

XVI. Recent Accounting Pronouncements

GASB Statement 101, *Compensated Absences* ("GASB 101"), is better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences by aligning the recognition and measurement guidance under a unified model and by amending certain

previously required disclosures. The requirements of this Statement are effective for fiscal year 2025 and the impact has not yet been determined.

GASB Statement 102, *Certain Risk Disclosures* (“GASB 102”), is to provide users of government financial statements with essential information about risks related to a government’s vulnerabilities due to certain concentrations or constraints. The requirements of this Statement are effective for fiscal year 2025 and the impact has not yet been determined.

GASB Statement 103, *Financial Reporting Model Improvements* ("GASB 103"), improves key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this Statement are effective for fiscal year 2026 and the impact has not yet been determined.

GASB Statement 104, *Disclosure of Certain Capital Assets* ("GASB 104"), is to provide users of government financial statements with essential information about certain types of capital assets. The requirements of this Statement are effective for fiscal year 2026 and the impact has not yet been determined.



Required Supplementary Information



CITY OF CONROE, TEXAS

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET (GAAP BASIS) AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 104,694,553	$ 104,694,553	$ 105,520,104	$ 825,551
Licenses and Permits	7,595,448	7,595,448	8,097,784	502,336
Charges for Sales and Services	4,923,896	4,923,896	5,069,804	145,908
Lease Income	207,912	207,912	511,598	303,686
Fines and Forfeitures	1,157,052	1,157,052	1,454,573	297,521
Intergovernmental	3,003,672	4,261,326	5,001,047	739,721
Investment Income	1,215,909	1,215,909	4,722,074	3,506,165
Net Change in Fair Value of Investments	-	-	208,926	208,926
Penalties and Interest	169,142	169,142	262,374	93,232
Miscellaneous Revenue	587,345	587,345	1,488,227	900,882
TOTAL REVENUES	123,554,929	124,812,583	132,336,511	7,523,928
EXPENDITURES				
Current:				
General Government				
Administration	2,990,067	2,841,067	2,402,020	439,047
Legal	956,707	956,707	673,468	283,239
Municipal Court	1,502,959	1,502,959	1,234,695	268,264
Building Operations	1,523,715	1,588,715	1,435,146	153,569
Warehouse/Purchasing	451,593	451,593	484,272	(32,679)
Information Technology	5,511,828	5,563,417	3,279,322	2,284,095
Transportation	3,268,623	2,992,184	2,520,108	472,076
Human Resources	1,226,831	1,317,710	1,223,459	94,251
Non-Departmental	8,541,710	8,541,710	7,824,610	717,100
Finance	2,823,177	2,871,777	2,680,445	191,332
Public Safety				
Police	29,260,785	31,453,581	30,473,986	979,595
Fire	26,182,099	26,075,054	26,622,242	(547,188)
Community Development	2,279,902	2,279,902	1,705,559	574,343
Parks				
Parks and Recreation Administration	2,265,436	2,546,864	2,447,311	99,553
C.K. Ray Recreation Center	1,247,516	1,139,033	1,165,431	(26,398)
Oscar Johnson, Jr. Community Center	1,700,564	1,637,227	1,407,750	229,477
Senior Center	200,810	284,647	224,628	60,019
Aquatic Center	1,598,277	1,633,372	1,556,968	76,404
Parks Operations	3,293,995	3,537,692	3,117,119	420,573
Public Works				
Drainage Maintenance	1,136,075	1,136,075	882,612	253,463
Streets	4,756,859	4,756,859	4,492,182	264,677
Signal Maintenance	1,653,381	1,633,881	1,137,989	495,892
Signs	912,339	912,339	838,750	73,589
Engineering	4,234,923	4,454,923	3,826,495	628,428
Building Inspection and Permits	2,166,858	2,166,858	1,913,640	253,218
Debt Service:				
Principal Retirement	-	-	1,222,701	(1,222,701)
Interest and Fiscal Charges	-	-	2,412	(2,412)
Capital Outlay	6,455,317	7,696,624	3,980,111	3,716,513
TOTAL EXPENDITURES	118,142,346	121,972,770	110,775,431	11,197,339
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,412,583	2,839,813	21,561,080	18,721,267
OTHER FINANCING SOURCES (USES)				
Lease Proceeds	-	-	105,767	105,767
Subscription Proceeds	-	-	562,843	562,843
Insurance Proceeds	6,904	(6,904)	330,878	337,782
Transfers In	6,847,125	(7,470,277)	1,431,791	8,902,068
Transfers Out	(10,338,113)	15,682,541	(9,357,451)	(25,039,992)
TOTAL OTHER FINANCING SOURCES (USES)	(3,484,084)	8,205,360	(6,926,172)	(15,131,532)
Net Change in Fund Balance	1,928,499	11,045,173	14,634,908	3,589,735
Fund Balance at Beginning of Year	67,217,961	67,217,961	67,217,961	-
FUND BALANCE AT END OF YEAR	$ 69,146,460	$ 78,263,134	$ 81,852,869	$ 3,589,735

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
OTHER POST EMPLOYMENT BENEFITS (OPEB)
*LAST SEVEN MEASUREMENT YEARS***

	Year Ended December 31,						
	2017	2018	2019	2020	2021	2022	2023
Total OPEB Liability							
Service cost	$ 949,634	$ 1,107,420	$ 1,016,666	$ 1,082,350	$ 1,204,763	$ 1,378,300	$ 1,455,483
Interest	1,435,855	1,533,173	1,514,608	1,491,096	1,540,062	1,641,906	1,835,630
Differences between expected and actual experience	139,435	(2,289,197)	(212,815)	(1,100,815)	(569,786)	(774,111)	(457,393)
Change of assumptions	-	362,553	(1,848,088)	818,112	-	1,556,509	(903,275)
Benefit payments	(1,270,000)	(943,253)	(965,119)	(764,747)	(537,034)	(727,601)	(755,620)
Net Change in Total OPEB Liability	1,254,924	(229,304)	(494,748)	1,525,996	1,638,005	3,075,003	1,174,825
Total OPEB Liability - Beginning	22,250,267	23,505,191	23,275,887	22,781,139	24,307,135	25,945,140	29,020,143
Total OPEB Liability - Ending (a)	$ 23,505,191	$ 23,275,887	$ 22,781,139	$ 24,307,135	$ 25,945,140	$ 29,020,143	$ 30,194,968
Plan Fiduciary Net Position							
Employer Contributions	$ 2,276,869	$ 1,580,691	$ 2,308,059	$ 2,055,320	$ 2,192,475	$ 2,387,107	$ 2,249,478
Net Investment Income	548,922	(59,984)	1,322,828	1,435,205	1,437,293	(2,383,567)	2,349,802
Benefit payments	(1,270,000)	(943,253)	(965,119)	(764,747)	(537,034)	(727,601)	(755,620)
Administrative expense	(25,632)	(35,280)	(43,068)	(52,315)	(68,678)	(70,267)	(76,082)
Other	-	-	-	-	-	-	-
Net Change in Plan Fiduciary Net Position	1,530,159	542,174	2,622,700	2,673,463	3,024,056	(794,328)	3,767,578
Plan Fiduciary Net Position - Beginning	4,549,919	6,080,078	6,622,252	9,244,952	11,918,415	14,942,471	14,148,143
Plan Fiduciary Net Position - Ending (b)	$ 6,080,078	$ 6,622,252	$ 9,244,952	$ 11,918,415	$ 14,942,471	$ 14,148,143	$ 17,915,721
Net OPEB Liability - Ending (a) - (b)	17,425,113	16,653,635	13,536,187	12,388,720	11,002,669	14,872,000	12,279,247
Plan Fiduciary Net Position as a Percentage of Total OPEB Liability	25.87%	28.45%	40.58%	49.03%	57.59%	48.75%	59.33%
Covered Payroll	$ 35,151,413	$ 36,017,313	$ 36,017,313	$ 44,371,461	$ 49,560,879	$ 50,452,317	$ 54,405,288
Net OPEB Liability as a Percentage of Covered Payroll	49.57%	46.24%	37.58%	27.92%	22.20%	29.48%	22.57%

*The amounts presented for the City's current fiscal year were determined as of the plan's fiscal year end December 31.
**This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
OTHER POST EMPLOYMENT BENEFITS (OPEB)
*LAST SEVEN FISCAL YEARS**

Year Ended September 30	Actuarially Determined Contribution	Contributions in relation to the actuarially determined contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a % of covered payroll
2018	$ 1,945,680	$ 2,520,944	$ (575,264)	$ 35,214,358	7.16%
2019	2,238,411	1,325,311	913,100	37,055,332	3.58%
2020	2,271,987	2,278,327	(6,340)	42,275,293	5.39%
2021	2,240,654	2,040,186	200,468	46,522,267	4.39%
2022	2,274,264	2,151,483	122,781	51,740,989	4.16%
2023	2,187,153	2,478,710	(291,557)	55,673,998	4.45%
2024	2,239,842	2,770,792	(530,950)	59,966,944	4.62%

*This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
*LAST TEN MEASUREMENT YEARS**

	Year Ended December 31,				
	2014	**2015**	**2016**	**2017**	**2018**
Total Pension Liability					
Service cost	$ 3,488,323	$ 4,033,744	$ 4,454,682	$ 4,510,555	$ 4,537,535
Interest	7,342,819	7,807,423	8,039,127	8,644,965	9,164,980
Differences between expected and actual experience	(577,351)	302,517	1,168,367	(156,668)	(852,779)
Change of assumptions	-	(307,855)	-	-	-
Benefit payments, including refunds of employee contributions	(3,718,726)	(4,059,893)	(4,905,554)	(4,523,920)	(6,092,925)
Net Change in Total Pension Liability	6,535,065	7,775,936	8,756,622	8,474,932	6,756,811
Total Pension Liability - Beginning	105,012,620	111,547,685	119,323,621	128,080,243	136,555,175
Total Pension Liability - Ending (a)	$ 111,547,685	$ 119,323,621	$ 128,080,243	$ 136,555,175	$ 143,311,986
Plan Fiduciary Net Position					
Contributions - Employer	$ 3,975,261	$ 4,102,398	$ 4,247,873	$ 4,381,013	$ 4,488,501
Contributions - Employee	1,625,218	1,742,976	1,848,416	1,873,821	1,907,672
Net Investment Income	4,842,663	134,753	6,297,154	13,942,787	(3,481,377)
Benefit payments, including refunds of employee contributions	(3,718,726)	(4,059,893)	(4,905,554)	(4,523,920)	(6,092,925)
Administrative expense	(50,554)	(82,069)	(71,095)	(72,229)	(67,247)
Other	(4,156)	(4,054)	(3,830)	(3,660)	(3,513)
Net Change in Plan Fiduciary Net Position	6,669,706	1,834,111	7,412,964	15,597,812	(3,248,889)
Plan Fiduciary Net Position - Beginning	84,643,780	91,313,486	93,147,597	100,560,561	116,158,373
Plan Fiduciary Net Position - Ending (b)	$ 91,313,486	$ 93,147,597	$ 100,560,561	$ 116,158,373	$ 112,909,484
Net Pension Liability - Ending (a) - (b)	20,234,199	26,176,024	27,519,682	20,396,802	30,402,502
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.86%	78.06%	78.51%	85.06%	78.79%
Covered Payroll	$ 23,217,402	$ 24,899,652	$ 26,405,939	$ 26,768,870	$ 27,252,464
Net Pension Liability as a Percentage of Covered Payroll	87.15%	105.13%	104.22%	76.20%	111.56%

*The amounts presented for the City's current fiscal year were determined as of the plan's fiscal year end December 31.

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
*LAST TEN MEASUREMENT YEARS**

	Year Ended December 31,				
	2019	2020	2021	2022	2023
Total Pension Liability					
Service cost	$ 4,871,384	$ 5,735,930	$ 5,999,454	$ 6,690,877	$ 7,211,280
Interest	9,671,065	10,358,964	11,142,126	12,006,842	13,129,876
Differences between expected and actual experience	5,530	1,121,324	1,435,823	4,458,488	2,236,829
Change of assumptions	334,579	-	-	-	(1,162,609)
Benefit payments, including refunds of employee contributions	(4,945,278)	(5,302,206)	(6,188,956)	(6,036,049)	(7,521,670)
Net Change in Total Pension Liability	9,937,280	11,914,012	12,388,447	17,120,158	13,893,706
Total Pension Liability - Beginning	143,311,986	153,249,266	165,163,278	177,551,725	194,671,883
Total Pension Liability - Ending (a)	$ 153,249,266	$ 165,163,278	$ 177,551,725	$ 194,671,883	$ 208,565,589
Plan Fiduciary Net Position					
Contributions - Employer	$ 4,723,696	$ 5,473,603	$ 5,715,438	$ 6,336,056	$ 6,837,050
Contributions - Employee	2,044,346	2,359,078	2,454,481	2,729,379	2,943,379
Net Investment Income	17,466,602	10,033,038	18,865,869	(12,081,987)	18,120,092
Benefit payments, including refunds of employee contributions	(4,945,278)	(5,302,206)	(6,188,956)	(6,036,049)	(7,521,670)
Administrative expense	(98,632)	(64,882)	(87,217)	(104,448)	(115,100)
Other	(2,963)	(2,531)	597	124,638	(804)
Net Change in Plan Fiduciary Net Position	19,187,771	12,496,100	20,760,212	(9,032,411)	20,262,947
Plan Fiduciary Net Position - Beginning	112,909,484	132,097,255	144,593,355	165,353,567	156,321,156
Plan Fiduciary Net Position - Ending (b)	$ 132,097,255	$ 144,593,355	$ 165,353,567	$ 156,321,156	$ 176,584,103
Net Pension Liability - Ending (a) - (b)	21,152,011	20,569,923	12,198,158	38,350,727	31,981,486
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	86.20%	87.55%	93.13%	80.30%	84.67%
Covered Payroll	$ 29,204,937	$ 33,701,117	$ 35,064,019	$ 38,991,124	$ 42,048,277
Net Pension Liability as a Percentage of Covered Payroll	72.43%	61.04%	34.79%	98.36%	76.06%

*The amounts presented for the City's current fiscal year were determined as of the plan's fiscal year end December 31.

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
LAST TEN FISCAL YEARS

Year Ended September 30	Actuarially Determined Contribution	Contributions in relation to the actuarially determined contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a % of covered payroll
2015	$ 4,057,674	$ 4,057,674	$ -	$ 24,356,506	16.7%
2016	4,393,653	4,393,653	-	27,183,590	16.2%
2017	4,333,658	4,333,658	-	26,618,956	16.3%
2018	4,457,729	4,457,729	-	27,125,922	16.4%
2019	4,607,864	4,607,864	-	28,376,759	16.2%
2020	5,154,745	5,154,745	-	31,773,357	16.2%
2021	5,615,134	5,615,134	-	34,480,055	16.3%
2022	6,230,120	6,230,120	-	38,308,387	16.3%
2023	6,602,228	6,602,228	-	41,299,897	16.0%
2024	7,497,106	7,497,106	-	45,177,386	16.6%

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CONROE FIRE FIGHTERS' RELIEF AND RETIREMENT FUND
LAST TEN MEASUREMENT YEARS

	Year Ended September 30,				
	2015	**2016**	**2017**	**2018**	**2019**
Total Pension Liability					
Service cost	$ 1,310,699	$ 1,591,635	$ 1,714,987	$ 1,729,454	$ 1,764,718
Interest	2,703,863	2,803,599	3,080,627	3,309,384	3,737,971
Difference between expected and actual experience	-	1,819,271	-	901,136	(1,128,128)
Changes in assumptions	-	(966,892)	-	(262,049)	27,019,267
Benefit payments, including refunds of member contributions	(1,333,500)	(1,500,407)	(1,880,802)	(1,771,906)	(2,053,081)
Net Change in Total Pension Liability	2,681,062	3,747,206	2,914,812	3,906,019	29,340,747
Total Pension Liability - Beginning	34,244,607	36,925,669	40,672,875	43,587,687	47,493,706
Total Pension Liability - Ending (a)	$ 36,925,669	$ 40,672,875	$ 43,587,687	$ 47,493,706	$ 76,834,453
Plan Fiduciary Net Position					
Contributions - employer	$ 1,102,093	$ 1,194,547	$ 1,386,732	$ 1,315,771	$ 1,425,194
Contributions - member	972,779	1,054,387	1,049,846	1,161,385	1,257,969
Net Investment Income	(626,136)	2,052,206	1,891,994	1,770,185	718,686
Benefit payments, including refunds of member contributions	(1,333,500)	(1,500,407)	(1,880,802)	(1,771,906)	(2,053,081)
Administrative expense	(99,850)	(96,019)	(85,583)	(100,190)	(94,113)
Net Change in Plan Fiduciary Net Position	15,386	2,704,714	2,362,187	2,375,245	1,254,655
Plan Fiduciary Net Position - Beginning	19,188,448	19,203,834	21,908,548	24,270,735	26,645,980
Plan Fiduciary Net Position - Ending (b)	$ 19,203,834	$ 21,908,548	$ 24,270,735	$ 26,645,980	$ 27,900,635
Net Pension Liability - Ending (a) - (b)	$ 17,721,835	$ 18,764,327	$ 19,316,952	$ 20,847,726	$ 48,933,818
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	52.01%	53.87%	55.68%	56.10%	36.31%
Covered Payroll	$ 7,347,278	$ 8,401,284	$ 8,326,520	$ 8,771,792	$ 9,501,282
Net Pension Liability as a Percentage of Covered Payroll	241.20%	223.35%	231.99%	237.67%	515.02%

See accompanying notes to the required supplementary information.

CITY OF CONROE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CONROE FIRE FIGHTERS' RELIEF AND RETIREMENT FUND
LAST TEN MEASUREMENT YEARS

	Year Ended September 30,				
	2020	2021	2022	2023	2024
Total Pension Liability					
Service cost	$ 3,718,384	$ 3,717,938	$ 4,303,239	$ 2,893,153	$ 3,213,525
Interest	3,667,552	3,997,497	4,148,936	5,087,137	5,492,400
Difference between expected and actual experience	(871,327)	-	4,253,549	-	(2,195,201)
Changes in assumptions	(7,152,741)	(1,830,559)	(18,788,682)	-	-
Benefit payments, including refunds of member contributions	(2,337,182)	(1,993,354)	(3,296,326)	(2,194,244)	(3,227,414)
Net Change in Total Pension Liability	(2,975,314)	3,891,522	(9,379,284)	5,786,046	3,283,310
Total Pension Liability - Beginning	76,834,453	73,859,139	77,750,661	68,371,377	74,157,423
Total Pension Liability - Ending (a)	$ 73,859,139	$ 77,750,661	$ 68,371,377	$ 74,157,423	$ 77,440,733
Plan Fiduciary Net Position					
Contributions - employer	$ 1,747,998	$ 1,987,931	$ 2,342,147	$ 2,404,683	$ 2,546,571
Contributions - member	1,542,898	1,754,680	2,223,971	2,288,066	2,421,588
Net Investment Income	1,240,367	6,140,840	(4,491,921)	4,656,104	9,923,486
Benefit payments, including refunds of member contributions	(2,337,182)	(1,993,354)	(3,296,326)	(2,194,244)	(3,227,414)
Administrative expense	(82,623)	(90,749)	(80,241)	(131,197)	(165,693)
Net Change in Plan Fiduciary Net Position	2,111,458	7,799,348	(3,302,370)	7,023,412	11,498,538
Plan Fiduciary Net Position - Beginning	27,900,635	30,012,093	37,811,441	34,509,071	41,532,483
Plan Fiduciary Net Position - Ending (b)	$ 30,012,093	$ 37,811,441	$ 34,509,071	$ 41,532,483	$ 53,031,021
Net Pension Liability - Ending (a) - (b)	$ 43,847,046	$ 39,939,220	$ 33,862,306	$ 32,624,940	$ 24,409,712
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	40.63%	48.63%	50.47%	56.01%	68.48%
Covered Payroll	$ 11,653,307	$ 13,252,874	$ 14,464,856	$ 14,761,713	$ 15,623,143
Net Pension Liability as a Percentage of Covered Payroll	376.26%	301.36%	234.10%	221.01%	156.24%

See accompanying notes to the required supplementary information.

Year Ended September 30	Actuarially Determined Contribution	Contributions in relation to the actuarially determined contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a % of covered payroll
2015	$ 1,102,093	$ 1,102,093	$ -	$ 7,347,278	15.0%
2016	1,260,195	1,260,195	-	8,401,284	15.0%
2017	1,248,980	1,248,980	-	8,326,520	15.0%
2018	1,315,771	1,315,771	-	8,771,792	15.0%
2019	1,425,193	1,425,193	-	9,501,282	15.0%
2020	1,747,998	1,747,998	-	11,653,307	15.0%
2021	1,987,931	1,987,931	-	13,252,874	15.0%
2022	2,303,632	2,303,632	-	14,464,856	15.9%
2023	2,404,684	2,404,684	-	14,761,713	16.3%
2024	2,546,571	2,546,571	-	15,623,143	16.3%

See accompanying notes to the required supplementary information.

A. OPEB

Valuation date: December 31, 2022

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Individual Entry Age Normal
Single Discount Rate	6.25% as of December 31, 2023
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2022 as conducted for the Texas Municipal Retirement System (TMRS) and the assumptions used in Conroe Fire Fighters' Relief & Retirement Fund actuarial valuation as of December 31, 2021 (CFFR&RF). For the OPEB valuation, the standard retirement rates for firefighters were adjusted to reflect the impact of the City's retiree medical plan design.
Mortality	TMRS: For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2021 to account for future mortality improvements. CFFR&RF: For healthy retirees, the gender-distinct PubS-2010 Healthy Annuitant mortality tables are used. The rates are projected on a fully generational basis with Scale MP-2021.
Healthcare Cost Trend Rates	Initial rates of 7.00% declining to an ultimate rate of 4.25% after 15 years.
Participation Rates	For employees retiring at age 50 or older, it was assumed that 95% of those who are eligible for the rule of 80 and 15% of those who are not eligible for the rule of 80 would choose to receive coverage through the City. No employees retiring before the age of 50 were assumed to elect coverage through the City.

See accompanying notes to the required supplementary information.

B. Pensions

TMRS:

Valuation date:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 years (longest amortization ladder)
Asset Valuation Method	10-year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% General Employee table used for females. The rates are projected on a fully generational basis by the most recent with Scale MP-2021 (with immediate convergence).

Other Information:

Notes	There were no benefit changes during the year.

See accompanying notes to the required supplementary information.

Conroe Fire Fighters' Relief and Retirement Fund:

Valuation date: December 31, 2023.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Open period, level percentage of pay
Asset Valuation Method	September 30, 2024 fair value of assets.
Investment Rate of Return	7.25% per annum (net of investment expenses)
Salary Scale	The salary increase is based on years of service according to the following:

Years of Service	Salary Increase
0-4	8.50%
5-9	7.50%
10-14	5.50%
15-19	4.50%
20-24	4.50%
25+	3.50%

General Inflation Rate	2.50% per annum
Interest on Employee Contributions	2.50% per annum
Contribution Rates	Rates in effect are assumed to remain constant for future years.
Mortality Rates	PubS-2010 Employee and Healthy Annuitant Mortality tables projected generationally with Scale MP-2021. For post-retirement spouse mortality, Pub-S2010 Healthy Annuitant (opposite gender) mortality projected generationally with Scale MP-2021.
Termination Rates	0% to 6%
Changes in Assumptions	There were no other changes in actuarial assumptions since the prior year measurement.

Combined Statements & Budgetary Comparison Schedules



CITY OF CONROE, TEXAS

COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	$ 4,750,413	$ 84,036	$ 657,242	$ 5,491,691
Investments	6,764,888	-	84,058,400	90,823,288
Receivables (Net of Allowances for Uncollectibles):				
Accounts	1,309,024	-	-	1,309,024
Other	84,780	-	-	84,780
Due from Other Governments	1,026,420	-	-	1,026,420
TOTAL ASSETS	$ 13,935,525	$ 84,036	$ 84,715,642	$ 98,735,203
LIABILITIES				
Accounts Payable	$ 325,800	$ -	$ 1,346,104	$ 1,671,904
Other Payables	100,229	-	191,719	291,948
Retainage Payable	286,181	-	784,805	1,070,986
Due to Other Funds	1,390,098	-	631,996	2,022,094
Unearned Revenue	557,138	-	-	557,138
TOTAL LIABILITIES	2,659,446	-	2,954,624	5,614,070
FUND BALANCES				
Restricted for:				
Special Revenue Funds	10,349,730	-	-	10,349,730
Debt Service	-	84,036		84,036
Capital Project Funds	-	-	70,845,197	70,845,197
Committed for:				
TIRZ #3-Property Tax Receipts	-	-	10,915,821	10,915,821
Woodlands Township Reg. Participation	707,475	-	-	707,475
Firearms Training Facility	218,874	-	-	218,874
TOTAL FUND BALANCES	11,276,079	84,036	81,761,018	93,121,133
TOTAL LIABILITIES AND FUND BALANCES	$ 13,935,525	$ 84,036	$ 84,715,642	$ 98,735,203

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	$ 3,541,915	$ -	$ -	$ 3,541,915
Fines and Forfeitures	157,193	-	-	157,193
Intergovernmental	8,847,871	-	2,673,458	11,521,329
Investment Income	532,797	-	4,789,145	5,321,942
Penalties and Interest	1,157	-	-	1,157
Miscellaneous Revenue	465,261	-	-	465,261
TOTAL REVENUES	13,546,194	-	7,462,603	21,008,797
EXPENDITURES				
Current:				
General Government				
Municipal Court	70,802	-	-	70,802
Building Operations	839,787	-	811	840,598
Transportation	7,653,034	-	-	7,653,034
Culture-Recreation	2,190,500	-	-	2,190,500
Non-Departmental	28,344	-	-	28,344
Community Development	76,848	-	-	76,848
Public Works				-
Drainage Maintenance	-	-	2,210,867	2,210,867
Debt Service:				
Principal Retirement	1,486	140,000	-	141,486
Interest and Fiscal Charges	277	-	-	277
Bond Issuance Costs	-	614,550	-	614,550
Capital Outlay	693,745	-	23,835,649	24,529,394
TOTAL EXPENDITURES	11,554,823	754,550	26,047,327	38,356,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,991,371	(754,550)	(18,584,724)	(17,347,903)
OTHER FINANCING SOURCES (USES)				
Bonds Issued	-	-	8,015,000	8,015,000
Premium on Bonds Issued	-	-	372,487	372,487
Lease Proceeds	13,625	-	-	13,625
Transfers In	329,638	820,473	4,157,567	5,307,678
Transfers Out	(1,660,188)	-	(3,901,292)	(5,561,480)
TOTAL OTHER FINANCING SOURCES (USES)	(1,316,925)	820,473	8,643,762	8,147,310
Net Change in Fund Balances	674,446	65,923	(9,940,962)	(9,200,593)
Fund Balances at Beginning of Year, as previously reportec	10,601,633	18,113	74,909,660	85,529,406
Change within financial reporting entity (nonmajor to major fund)	-	-	16,792,320	16,792,320
FUND BALANCES AT END OF YEAR	$ 11,276,079	$ 84,036	$ 81,761,018	$ 93,121,133

Special Revenue Funds are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Hotel/Motel Occupancy Tax – This fund was established per Texas Tax Code Chapter 352, to account for revenues primarily generated from hotel/motel occupancy tax and expenditures that serve the purpose of attracting visitors and promoting tourism.

Community Development Block Grant Entitlement – This fund is used to account for the revenues and expenditures of the Community Development Block Grant programs that are awarded by the U.S. Department of Housing and Urban Development.

Woodlands Township Regional Participation – This fund manages the activity of the agreement between The Woodlands Township and the City.

Longmire Creek Estates PID - This fund accounts for the revenues and expenditures of the Longmire Creek Estates Public Improvement District.

Wedgewood Falls PID - This fund accounts for the revenues and expenditures of the Wedgewood Falls Public Improvement District.

Shadow Lakes PID - This fund accounts for the revenues and expenditures of the Shadow Lakes Public Improvement District.

Firearms Training Facility – This fund accounts for monies from an agreement with the FBI to offset maintenance and operational costs of the City's firearms training facility.

Municipal Court Technology Fund – This fund was authorized under Texas Code of Criminal Procedure, Article 102.0172, for the purposes of financing the purchase of or to maintain technological enhancements for a municipal court or municipal court of record.

Municipal Court Building Security Fund – This fund was authorized under Texas Code of Criminal Procedure, Article 102.017 to account for fees collected and expended for purposes of defraying the costs of courthouse security.

Local Truancy Prevention & Diversion – This fund was authorized under Texas Code of Criminal Procedure, Article 133.125 and provides for a fee to be assessed to defendants convicted of fine-only misdemeanor offenses in a justice court, county court, or county court at law. The funds may only be used for the salary and benefits of a juvenile case manager.

Municipal Court Efficiency Fee – This fund was authorized under Texas Local Government Code, Section 133.103 and provides for a fee to be assessed and used for the efficiency of judicial administration.

Municipal Court Truancy Prevention – This fund was authorized under House Bill 2398 (84th Legislature) to account for the fines and expenditures related to a court appointed guardian ad litem to protect the interests of a child in truancy offense proceedings.

Municipal Jury Fund – This fund was authorized under Texas Local Government Code, Section 134.154 and provides for a fee to be used to fund juror reimbursements and otherwise finance jury services.

Time Payment Reimbursement Fee – This fund was authorized per Article 102.030 of the Code of Criminal Procedure and provides for a fee to be used for the purpose of improving the collection of outstanding court costs, fines, reimbursement fees, restitution, or improving the efficiency of administration of justice.

Animal Shelter Reserve – This fund was authorized under Texas Government Code, Chapter 791 and provides a reserve of funds to replace equipment necessary for the City's animal shelter.

Conroe Local Government Corporation – This blended component unit was created for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the City, including the design, construction, equipping, and operation of the Hyatt Regency Conroe Hotel.

Grants – These funds were established to account for the transportation grant programs (CLFRF – American Rescue Act, section 5307, section 5310, section 5339, HGAC transit commuter bus service, and state funded) and disaster recovery grants (CDBG – GLO) applicable to the City.

CITY OF CONROE, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
SEPTEMBER 30, 2024

	Hotel/Motel Occupancy Tax Fund	Community Development Block Grant Entitlement	Woodlands Township Regional Participation	Longmire Creek Estates PID
ASSETS				
Cash and Cash Equivalents	$ 1,260,692	$ -	$ 317,601	$ 97,833
Investments	2,222,720	-	389,874	-
Receivables (Net of Allowances for Uncollectibles):				
Accounts	327,499	-	-	-
Other	-	83,246	-	-
Due from Other Governments	1,026,420	-	-	-
TOTAL ASSETS	$ 4,837,331	$ 83,246	$ 707,475	$ 97,833
LIABILITIES				
Accounts Payable	$ 116,750	$ 10,184	$ -	$ -
Other Payables	100,229	-	-	-
Retainage Payable	-	-	-	-
Due to Other Funds	-	73,062	-	-
Unearned Revenue	-	-	-	-
TOTAL LIABILITIES	216,979	83,246	-	-
FUND BALANCES				
Restricted for:				
Special Revenue Funds	4,620,352	-	-	97,833
Committed for:				
Woodlands Township Reg. Participation	-	-	707,475	-
Firearms Training Facility	-	-	-	-
TOTAL FUND BALANCES	4,620,352	-	707,475	97,833
TOTAL LIABILITIES AND FUND BALANCES	$ 4,837,331	$ 83,246	$ 707,475	$ 97,833

Wedgewood Falls PID	Shadow Lakes PID	Firearms Training Facility	Municipal Court Technology Fund	Municipal Court Building Security Fund
$ 319,425	$ 104,181	$ 218,874	$ 116,385	$ 39,250
-	-	-	-	-
-	-	-	-	-
1,534	-	-	-	-
-	-	-	-	-
$ 320,959	$ 104,181	$ 218,874	$ 116,385	$ 39,250
$ 1,534	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,534	-	-	-	-
319,425	104,181	-	116,385	39,250
-	-	-	-	-
-	-	218,874	-	-
319,425	104,181	218,874	116,385	39,250
$ 320,959	$ 104,181	$ 218,874	$ 116,385	$ 39,250

CITY OF CONROE, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
SEPTEMBER 30, 2024

	Local Truancy Prevention & Diversion	Municipal Court Efficiency Fee	Municipal Court Truancy Prevention	Municipal Jury Fund
ASSETS				
Cash and Cash Equivalents	$ 34,347	$ 189,835	$ 24,365	$ 3,158
Investments	-	-	-	-
Receivables (Net of Allowances for Uncollectibles):				
Accounts	-	-	-	-
Other	-	-	-	-
Due from Other Governments	-	-	-	-
TOTAL ASSETS	$ 34,347	$ 189,835	$ 24,365	$ 3,158
LIABILITIES				
Accounts Payable	$ -	$ -	$ 2,200	$ -
Other Payables	-	-	-	-
Retainage Payable	-	-	-	-
Due to Other Funds	-	-	-	-
Unearned Revenue	-	-	-	-
TOTAL LIABILITIES	-	-	2,200	-
FUND BALANCES				
Restricted for:				
Special Revenue Funds	34,347	189,835	22,165	3,158
Committed for:				
Woodlands Township Reg. Participation	-	-	-	-
Firearms Training Facility	-	-	-	-
TOTAL FUND BALANCES	34,347	189,835	22,165	3,158
TOTAL LIABILITIES AND FUND BALANCES	$ 34,347	$ 189,835	$ 24,365	$ 3,158

Time Payment Reimbursement Fee	Animal Shelter Reserve	Conroe Local Government Corporation	FY18 Section 5307 Grant	FY19 Section 5307 Grant	FY20 Section 5307 Grant
$ 82,527	$ 465,953	$ 1,475,987	$ -	$ -	$ -
-	425,080	2,699,301	-	-	-
-	-	-	-	38,002	17,462
-	-	-	-	-	-
-	-	-	-	-	-
$ 82,527	$ 891,033	$ 4,175,288	$ -	$ 38,002	$ 17,462
$ -	$ -	$ 3,469	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	38,002	17,462
-	-	-	-	-	-
-	-	3,469	-	38,002	17,462
82,527	891,033	4,171,819	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
82,527	891,033	4,171,819	-	-	-
$ 82,527	$ 891,033	$ 4,175,288	$ -	$ 38,002	$ 17,462

CITY OF CONROE, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
SEPTEMBER 30, 2024

	FY21 Section 5307 Grant	FY22 Section 5307 Grant	American Rescue Plan Act of 2021-FTA	CLFRF - American Rescue Act
ASSETS				
Cash and Cash Equivalents	$ -	$ -	$ -	$ -
Investments	-	-	-	1,027,913
Receivables (Net of Allowances for Uncollectibles):				
Accounts	113,713	31,698	-	-
Other	-	-	-	-
Due from Other Governments	-	-	-	-
TOTAL ASSETS	$ 113,713	$ 31,698	$ -	$ 1,027,913
LIABILITIES				
Accounts Payable	$ -	$ 31,698	$ -	$ 108,595
Other Payables	-	-	-	-
Retainage Payable	-	-	-	286,181
Due to Other Funds	113,713	-	-	75,999
Unearned Revenue	-	-	-	557,138
TOTAL LIABILITIES	113,713	31,698	-	1,027,913
FUND BALANCES				
Restricted for:				
Special Revenue Funds	-	-	-	-
Committed for:				
Woodlands Township Reg. Participation	-	-	-	-
Firearms Training Facility	-	-	-	-
TOTAL FUND BALANCES	-	-	-	-
TOTAL LIABILITIES AND FUND BALANCES	$ 113,713	$ 31,698	$ -	$ 1,027,913

CDBG_MIT Regional Method of Distribution Program	FY17-18 Section 5310 Grant	FY19-20 Section 5310 Grant	FY23 Section 5310 Grant	FY20 Section 5339 Grant	State Public Transportation Grant	Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 4,750,413
-	-	-	-	-	-	6,764,888
414,680	1,474	15,976	-	348,520	-	1,309,024
-	-	-	-	-	-	84,780
-	-	-	-	-	-	1,026,420
$ 414,680	$ 1,474	$ 15,976	$ -	$ 348,520	$ -	$ 13,935,525
$ 10,400	$ 1,474	$ 15,976	$ -	$ 23,520	$ -	$ 325,800
-	-	-	-	-	-	100,229
-	-	-	-	-	-	286,181
746,860	-	-	-	325,000	-	1,390,098
-	-	-	-	-	-	557,138
757,260	1,474	15,976	-	348,520	-	2,659,446
(342,580)	-	-	-	-	-	10,349,730
-	-	-	-	-	-	707,475
-	-	-	-	-	-	218,874
(342,580)	-	-	-	-	-	11,276,079
$ 414,680	$ 1,474	$ 15,976	$ -	$ 348,520	$ -	$ 13,935,525

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Hotel/Motel Occupancy Tax Fund	Community Development Block Grant Entitlement	Woodlands Township Regional Participation	Longmire Creek Estates PID
REVENUES				
Taxes	$ 3,541,915	$ -	$ -	$ -
Fines and Forfeitures	-	-	-	-
Intergovernmental	-	214,515	64,318	-
Investment Income	107,523	-	19,890	-
Penalties and Interest	-	-	-	545
Miscellaneous Revenue	43	-	-	89,939
TOTAL REVENUES	3,649,481	214,515	84,208	90,484
EXPENDITURES				
Current:				
General Government				
Municipal Court	-	-	-	-
Building Operations	-	-	-	-
Transportation	-	-	-	-
Culture-Recreation	2,190,500	-	-	-
Non-Departmental	-	-	-	5,868
Community Development	-	76,848	-	-
Principal Retirement	1,486	-	-	-
Interest and Fiscal Charges	277	-	-	-
Capital Outlay	13,625	-	-	-
TOTAL EXPENDITURES	2,205,888	76,848	-	5,868
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,443,593	137,667	84,208	84,616
OTHER FINANCING SOURCES (USES)				
Lease Proceeds	13,625	-	-	-
Transfers In	-	-	-	-
Transfers Out	(408,710)	(137,667)	-	(58,732)
TOTAL OTHER FINANCING SOURCES (USES)	(395,085)	(137,667)	-	(58,732)
Net Change in Fund Balances	1,048,508	-	84,208	25,884
Fund Balances at Beginning of Year	3,571,844	-	623,267	71,949
FUND BALANCES AT END OF YEAR	$ 4,620,352	$ -	$ 707,475	$ 97,833

Wedgewood Falls PID	Shadow Lakes PID	Firearms Training Facility	Municipal Court Technology Fund	Municipal Court Building Security Fund
$ -	$ -	$ -	$ -	$ -
-	-	-	38,600	46,735
-	-	47,000	-	-
-	-	-	-	-
83	529	-	-	-
183,079	192,200	-	-	-
183,162	192,729	47,000	38,600	46,735
-	-	-	52,647	3,818
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
11,481	10,995	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
11,481	10,995	-	52,647	3,818
171,681	181,734	47,000	(14,047)	42,917
-	-	-	-	-
-	-	-	-	-
(118,668)	(168,609)	-	-	(27,446)
(118,668)	(168,609)	-	-	(27,446)
53,013	13,125	47,000	(14,047)	15,471
266,412	91,056	171,874	130,432	23,779
$ 319,425	$ 104,181	$ 218,874	$ 116,385	$ 39,250

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Local Truancy Prevention & Diversion	Municipal Court Efficiency Fee	Municipal Court Truancy Prevention	Municipal Jury Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Fines and Forfeitures	47,837	354	521	937
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Penalties and Interest	-	-	-	-
Miscellaneous Revenue	-	-	-	-
TOTAL REVENUES	47,837	354	521	937
EXPENDITURES				
Current:				
General Government				
Municipal Court	758	8,712	4,867	-
Building Operations	-	-	-	-
Transportation	-	-	-	-
Culture-Recreation	-	-	-	-
Non-Departmental	-	-	-	-
Community Development	-	-	-	-
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	758	8,712	4,867	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	47,079	(8,358)	(4,346)	937
OTHER FINANCING SOURCES (USES)				
Lease Proceeds	-	-	-	-
Transfers In	-	-	-	-
Transfers Out	(32,750)	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(32,750)	-	-	-
Net Change in Fund Balances	14,329	(8,358)	(4,346)	937
Fund Balances at Beginning of Year	20,018	198,193	26,511	2,221
FUND BALANCES AT END OF YEAR	$ 34,347	$ 189,835	$ 22,165	$ 3,158

Time Payment Reimbursement Fee	Animal Shelter Reserve	Conroe Local Government Corporation	FY18 Section 5307 Grant	FY19 Section 5307 Grant	FY20 Section 5307 Grant
$ -	$ -	$ -	$ -	$ -	$ -
22,209	-	-	-	-	-
-	59,800	-	143,025	192,895	130,385
-	18,218	151,224	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
22,209	78,018	151,224	143,025	192,895	130,385
-	-	-	-	-	-
-	-	839,787	-	-	-
-	-	-	13,638	38,612	24,911
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	839,787	13,638	38,612	24,911
22,209	78,018	(688,563)	129,387	154,283	105,474
-	-	-	-	-	-
-	-	329,638	-	-	-
-	-	-	(129,387)	(154,283)	(105,474)
-	-	329,638	(129,387)	(154,283)	(105,474)
22,209	78,018	(358,925)	-	-	-
60,318	813,015	4,530,744	-	-	-
$ 82,527	$ 891,033	$ 4,171,819	$ -	$ -	$ -

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY21 Section 5307 Grant	FY212 Section 5307 Grant	American Rescue Plan Act of 2021- FTA	CLFRF - American Rescue Act	CDBG_MIT Regional Method of Distribution Program
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Fines and Forfeitures	-	-	-	-	-
Intergovernmental	113,713	31,698	244,168	6,641,866	-
Investment Income	-	-	-	235,942	-
Penalties and Interest	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-
TOTAL REVENUES	113,713	31,698	244,168	6,877,808	-
EXPENDITURES					
Current:					
General Government					
Municipal Court	-	-	-	-	-
Building Operations	-	-	-	-	-
Transportation	90,242	31,698	17,470	6,877,808	342,580
Culture-Recreation	-	-	-	-	-
Non-Departmental	-	-	-	-	-
Community Development	-	-	-	-	-
Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	90,242	31,698	17,470	6,877,808	342,580
Excess (Deficiency) of Revenues Over (Under) Expenditures	23,471	-	226,698	-	(342,580)
OTHER FINANCING SOURCES (USES)					
Lease Proceeds	-	-	-	-	-
Transfers In	-	-	-	-	-
Transfers Out	(23,471)	-	(226,698)	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(23,471)	-	(226,698)	-	-
Net Change in Fund Balances	-	-	-	-	(342,580)
Fund Balances at Beginning of Year	-	-	-	-	-
FUND BALANCES AT END OF YEAR	$ -	$ -	$ -	$ -	$ (342,580)

FY17-18 Section 5310 Grant	FY19-20 Section 5310 Grant	FY23 Section 5310 Grant	FY20 Section 5339 Grant	State Public Transportation Grant	Total
$ -	$ -	$ -	$ -	$ -	$ 3,541,915
-	-	-	-	-	157,193
1,474	139,320	66,032	680,120	77,542	8,847,871
-	-	-	-	-	532,797
-	-	-	-	-	1,157
-	-	-	-	-	465,261
1,474	139,320	66,032	680,120	77,542	13,546,194
-	-	-	-	-	70,802
-	-	-	-	-	839,787
1,474	102,008	66,032	-	46,561	7,653,034
-	-	-	-	-	2,190,500
-	-	-	-	-	28,344
-	-	-	-	-	76,848
-	-	-	-	-	1,486
-	-	-	-	-	277
-	-	-	680,120	-	693,745
1,474	102,008	66,032	680,120	46,561	11,554,823
-	37,312	-	-	30,981	1,991,371
-	-	-	-	-	13,625
-	-	-	-	-	329,638
-	(37,312)	-	-	(30,981)	(1,660,188)
-	(37,312)	-	-	(30,981)	(1,316,925)
-	-	-	-	-	674,446
-	-	-	-	-	10,601,633
$ -	$ -	$ -	$ -	$ -	$ 11,276,079

CITY OF CONROE, TEXAS
HOTEL/MOTEL OCCUPANCY TAX FUND
SPECIAL REVENUE FUND
BUDGET COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 3,504,833	$ 3,504,833	$ 3,541,915	$ 37,082
Investment Income	34,675	34,675	107,523	72,848
Miscellaneous Revenue	-	-	43	43
TOTAL REVENUES	3,539,508	3,539,508	3,649,481	109,973
EXPENDITURES				
General Government				
Culture-Recreation	2,824,623	2,824,623	2,190,500	634,123
Principal Retirement	-	-	1,486	(1,486)
Interest and Fiscal Charges	-	-	277	(277)
Capital Outlay	-	-	13,625	(13,625)
TOTAL EXPENDITURES	2,824,623	2,824,623	2,205,888	618,735
Excess (Deficiency) of Revenues Over (Under) Expenditures	714,885	714,885	1,443,593	728,708
OTHER FINANCING SOURCES (USES)				
Lease Proceeds	-	-	13,625	13,625
Transfers Out	(462,629)	(422,629)	(408,710)	13,919
TOTAL OTHER FINANCING SOURCES (USES)	(462,629)	(422,629)	(395,085)	27,544
Net Change in Fund Balance	252,256	292,256	1,048,508	756,252
Fund Balance at Beginning of Year	3,571,844	3,571,844	3,571,844	-
FUND BALANCE AT END OF YEAR	$ 3,824,100	$ 3,864,100	$ 4,620,352	$ 756,252

CITY OF CONROE, TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 719,914	$ 719,914	$ 214,515	$ (505,399)
TOTAL REVENUES	719,914	719,914	214,515	(505,399)
EXPENDITURES				
Current:				
General Government				
Community Development	596,914	596,914	76,848	520,066
TOTAL EXPENDITURES	596,914	596,914	76,848	520,066
Excess (Deficiency) of Revenues Over (Under) Expenditures	123,000	123,000	137,667	14,667
OTHER FINANCING SOURCES (USES)				
Transfers Out	(123,000)	(123,000)	(137,667)	(14,667)
TOTAL OTHER FINANCING SOURCES (USES)	(123,000)	(123,000)	(137,667)	(14,667)
Net Change in Fund Balance	-	-	-	-
Fund Balance at Beginning of Year	-	-	-	-
FUND BALANCE AT END OF YEAR	$ -	$ -	$ -	$ -

Debt Service Funds are used to account for the accumulation of financial resources for the payment of principal, interest and related costs on general long-term debt paid primarily from taxes levied by the City. The fund balance of the Debt Service Funds are restricted to signify the amounts are exclusively for debt service expenditures.

Convention Center Debt Service Fund – This fund is used to account for the accumulation of financial resources for the payment of principal, interest, and related costs on the City's Certificates of Obligation, Series 2021A issued for the construction of the convention center.

CITY OF CONROE, TEXAS
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
SEPTEMBER 30, 2024

	Convention Center Debt Service Fund	Total Nonmajor Debt Service Funds
ASSETS		
Cash and Cash Equivalents	$ 84,036	$ 84,036
Investments	-	-
Restricted Investments	-	-
TOTAL ASSETS	$ 84,036	$ 84,036
LIABILITIES		
Accounts Payable	$ -	$ -
TOTAL LIABILITIES	-	-
FUND BALANCES		
Restricted for:		
Debt Service	84,036	84,036
TOTAL FUND BALANCES	84,036	84,036
TOTAL LIABILITIES AND FUND BALANCES	$ 84,036	$ 84,036

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR DEBT SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Convention Center Debt Service Fund	Total Nonmajor Debt Service Funds
REVENUES		
Investment Income	$ -	$ -
TOTAL REVENUES	-	-
EXPENDITURES		
Debt Service:		
Principal Retirement	140,000	140,000
Bond Issuance Costs	614,550	614,550
TOTAL EXPENDITURES	754,550	754,550
Excess (Deficiency) of Revenues Over (Under) Expenditures	(754,550)	(754,550)
OTHER FINANCING SOURCES (USES)		
Transfers In	820,473	820,473
TOTAL OTHER FINANCING SOURCES (USES)	820,473	820,473
Net Change in Fund Balances	65,923	65,923
Fund Balances at Beginning of Year	18,113	18,113
FUND BALANCES AT END OF YEAR	$ 84,036	$ 84,036

CITY OF CONROE, TEXAS

DEBT SERVICE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 17,666,776	$ 17,666,776	$ 17,315,408	$ (351,368)
Investment Income	208,407	208,407	689,051	480,644
Penalties and Interest	96,902	96,902	111,371	14,469
TOTAL REVENUES	17,972,085	17,972,085	18,115,830	143,745
EXPENDITURES				
Debt Service:				
Principal Retirement	12,610,000	13,250,000	13,250,000	-
Interest and Fiscal Charges	11,897,118	10,801,283	11,088,531	(287,248)
Bond Issuance Costs	463,123	478,123	308,035	170,088
TOTAL EXPENDITURES	24,970,241	24,529,406	24,646,566	(117,160)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,998,156)	(6,557,321)	(6,530,736)	26,585
OTHER FINANCING SOURCES (USES)				
Refunding Bonds Issued	-	15,315,195	16,095,000	779,805
Premium on Bonds Issued	453,124	1,432,395	1,432,395	-
Payment to Escrow Agent	-	(16,410,000)	(16,410,000)	-
Transfers In	7,116,534	7,116,534	7,116,534	-
Transfers Out	(260,075)	(416,965)	(1,196,770)	(779,805)
TOTAL OTHER FINANCING SOURCES (USES)	7,309,583	7,037,159	7,037,159	-
Net Change in Fund Balance	311,427	479,838	506,423	26,585
Fund Balance at Beginning of Year	11,063,344	11,063,344	11,063,344	-
FUND BALANCE AT END OF YEAR	$ 11,374,771	$ 11,543,182	$ 11,569,767	$ 26,585



Capital Projects Funds are used to account for bond sale proceeds and other revenues which are used for the construction and acquisition of major capital projects of the City.

CIDC Sales Tax Revenue Bonds, Series 2019 CIP Fund – This fund is used to account for the construction and acquisition of roads, streets and bridges and water, sewer and drainage improvements and related improvements to serve the Conroe Park North Industrial Park within the City of Conroe.

Certificates of Obligation, Series 2018A CIP Fund – This fund is used to account for financial resources related to design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of capital projects of the City.

Certificates of Obligation, Series 2019A CIP Fund – This fund for the design, construction, improvement, and rehabilitation of City-wide streets and roadways, railroad crossing upgrades, sidewalks and pedestrian access facilities, park and recreation improvements, City-wide traffic signal repairs and upgrades, Conroe Police Department Training and Classroom Building and gun range, City-wide flood protection and drainage improvements, and a new community center building.

Convention Center CIP Fund – This fund is used to account for the design and construction of a Convention Center.

Certificates of Obligation, Series 2020B CIP Fund – This fund is used for the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain public works.

Certificates of Obligation, Series 2021B CIP Fund – This fund is used for the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain public works.

Certificates of Obligation, Series 2022A CIP Fund (major fund) – This fund is used for the design, construction and equipment of a new 80,000 sq. ft. community center and related infrastructure to be located on land owned by the City at 710 Foster Drive on approximately 25 acres in Conroe, Texas.

Certificates of Obligation, Series 2022B CIP Fund – This fund is used for the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of City streets, signal systems, facilities, parks, and drainage.

Hotel & Convention Center CIDC Loan – This fund is used to account for the CIDC Loan for design and construction of a Hotel & Convention Center.

Certificates of Obligation, Series 2023A CIP Fund – This fund is used for (i) the acquisition, construction, improvement, expansion, rehabilitation, and repair of City streets, alleys, bridges and sidewalks; (ii)the construction, improvement, expansion, rehabilitation and repair of City traffic signals and traffic signal systems; (iii) the improvement and equipment of Westside Recreation Center; (iv) parks and recreation improvements; (v) the improvement, rehabilitation and repair of the City's drainage system; and (vi) the cost of professional services incurred therewith.

Tax Increment Reinvestment Zone 3 – This fund was established in 2001 to generate money for street improvements in the zone to serve an expected surge in housing starts. All property tax revenues that are generated by increased values in the zone that are above the base value when the TIRZ was created will be deposited to this fund. The funds will be used to support the debt service payments on certificates of obligation issued for improvements in the TIRZ.

CITY OF CONROE, TEXAS

COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
SEPTEMBER 30, 2024

	CIDC Sales Tax Revenue Bonds, Series 2019 CIP Fund	Certificates of Obligation, Series 2018A CIP Fund	Certificates of Obligation, Series 2019A CIP Fund	Convention Center CIP Fund	Certificates of Obligation, Series 2020B CIP Fund
ASSETS					
Cash and Cash Equivalents	$ -	$ -	$ 2,734	$ 1,904	$ 332
Investments	1,083,785	3,656,915	5,989,104	791,461	6,011,118
TOTAL ASSETS	$ 1,083,785	$ 3,656,915	$ 5,991,838	$ 793,365	$ 6,011,450
LIABILITIES					
Accounts Payable	$ -	$ 424,598	$ -	$ 219,158	$ 464,647
Other Payables	191,719	-	-	-	-
Retainage Payable	-	86,507	22,565	-	48,838
Due to Other Funds	175,884	323,916	-	-	-
TOTAL LIABILITIES	367,603	835,021	22,565	219,158	513,485
FUND BALANCES					
Restricted for:					
Capital Project Funds	716,182	2,821,894	5,969,273	574,207	5,497,965
Committed for:					
TIRZ #3-Property Tax Receipts	-	-	-	-	-
TOTAL FUND BALANCES	716,182	2,821,894	5,969,273	574,207	5,497,965
TOTAL LIABILITIES AND FUND BALANCES	$ 1,083,785	$ 3,656,915	$ 5,991,838	$ 793,365	$ 6,011,450

Certificates of Obligation, Series 2021B CIP Fund	Certificates of Obligation, Series 2022B CIP Fund	Hotel & Convention Center CIDC Loan	Certificates of Obligation, Series 2023A CIP Fund	Tax Incr Reinv. Zone 3	Total Nonmajor Capital Projects Funds
$ -	$ -	$ 2,103	$ 461	$ 649,708	$ 657,242
7,888,857	39,661,652	155,085	8,554,310	10,266,113	84,058,400
$ 7,888,857	$ 39,661,652	$ 157,188	$ 8,554,771	$ 10,915,821	$ 84,715,642
$ 108,496	$ 83,854	$ 29,181	$ 16,170	$ -	$ 1,346,104
-	-	-	-	-	191,719
32,247	594,648	-	-	-	784,805
39,744	92,452	-	-	-	631,996
180,487	770,954	29,181	16,170	-	2,954,624
7,708,370	38,890,698	128,007	8,538,601	-	70,845,197
-	-	-	-	10,915,821	10,915,821
7,708,370	38,890,698	128,007	8,538,601	10,915,821	81,761,018
$ 7,888,857	$ 39,661,652	$ 157,188	$ 8,554,771	$ 10,915,821	$ 84,715,642

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR CAPITAL PROJECTS FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2024

	CIDC Sales Tax Revenue Bonds, Series 2019 CIP Fund	Certificates of Obligation, Series 2018A CIP Fund	Certificates of Obligation, Series 2019A CIP Fund	Convention Center CIP Fund	Certificates of Obligation, Series 2020B CIP Fund
REVENUES					
Intergovernmental	$ -	$ -	$ -	$ -	$ -
Investment Income	25,221	339,815	363,609	51,977	340,229
TOTAL REVENUES	25,221	339,815	363,609	51,977	340,229
EXPENDITURES					
Current:					
General Government					
Building Operations	-	-	-	-	-
Public Works					
Drainage Maintenance	2,210,867	-	-	-	-
Capital Outlay	-	5,814,532	2,019,185	404,257	1,379,764
TOTAL EXPENDITURES	2,210,867	5,814,532	2,019,185	404,257	1,379,764
Over (Under) Expenditures	(2,185,646)	(5,474,717)	(1,655,576)	(352,280)	(1,039,535)
OTHER FINANCING SOURCES (USES)					
Bonds Issued	-	-	-	-	-
Premium on Bonds Issued	-	-	-	-	-
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	-
Net Change in Fund Balances	(2,185,646)	(5,474,717)	(1,655,576)	(352,280)	(1,039,535)
Fund Balances at Beginning of Year, as previously report	2,901,828	8,296,611	7,624,849	926,487	6,537,500
Change within financial reporting entity (nonmajor to major fund)	-	-	-	-	-
FUND BALANCES AT END OF YEAR	$ 716,182	$ 2,821,894	$ 5,969,273	$ 574,207	$ 5,497,965

Certificates of Obligation, Series 2021B CIP Fund	Formerly Nonmajor Certificates of Obligation, Series 2022A	Formerly Major Certificates of Obligation, Series 2022B CIP Fund	Hotel & Convention Center CIDC Loan	Certificates of Obligation, Series 2023A CIP Fund	Tax Incr Reinv. Zone 3	Total Nonmajor Capital Projects Funds
$ -	$ -	$ -	$ -	$ -	$ 2,673,458	$ 2,673,458
458,107	-	2,390,192	18,015	371,810	430,170	4,789,145
458,107	-	2,390,192	18,015	371,810	3,103,628	7,462,603
811	-	-	-	-	-	811
-	-	-	-	-	-	-
2,280,812	-	11,267,920	448,483	220,696	-	2,210,867
2,281,623	-	11,267,920	448,483	220,696	-	23,835,649
						26,047,327
(1,823,516)	-	(8,877,728)	(430,468)	151,114	3,103,628	(18,584,724)
-	-	-	-	8,015,000	-	8,015,000
-	-	-	-	372,487	-	372,487
-	-	341,178	-	-	3,816,389	4,157,567
-	-	-	-	-	(3,901,292)	(3,901,292)
-	-	341,178	-	8,387,487	(84,903)	8,643,762
(1,823,516)	-	(8,536,550)	(430,468)	8,538,601	3,018,725	(9,940,962)
9,531,886	30,634,928	-	558,475	-	7,897,096	74,909,660
-	(30,634,928)	47,427,248	-	-	-	16,792,320
$ 7,708,370	$ -	$ 38,890,698	$ 128,007	$ 8,538,601	$ 10,915,821	$ 81,761,018



Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost-reimbursement basis.

Fleet Services – This fund is used to account for the operations and maintenance of the City's vehicles and is financed through user charges.

Self-Funded Insurance – This fund is used to account for the group health insurance activities, including other health related benefits.

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2024

	Fleet Services	Self-Funded Insurance	Total Internal Service Funds
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 117,986	$ 1,604,992	$ 1,722,978
Investments	-	5,572,693	5,572,693
Receivable (Net of Allowances for Uncollectibles):			
Accounts	65,704	-	65,704
Other	-	183,617	183,617
Inventories	168,598	-	168,598
Total Current Assets	352,288	7,361,302	7,713,590
Noncurrent Assets:			
Capital Assets (Net of Accumulated Depreciation)	331,500	-	331,500
Total Noncurrent Assets	331,500	-	331,500
TOTAL ASSETS	683,788	7,361,302	8,045,090
DEFERRED OUTFLOWS OF RESOURCES			
OPEB Contributions After Measurement Date	46,495	-	46,495
OPEB Other	47,595	-	47,595
Pension Contributions After Measurement Date	116,019	-	116,019
Pension Other	201,331	-	201,331
TOTAL DEFERRED OUTFLOWS OF RESOURCES	411,440	-	411,440
LIABILITIES			
Current Liabilities:			
Accounts Payable	117,712	160,308	278,020
Other Payables	53,164	4,050	57,214
Health Claims Liability	-	1,484,248	1,484,248
Compensated Absences	4,292	-	4,292
Total Current Liabilities	175,168	1,648,606	1,823,774
Noncurrent Liabilities, net of current portion			
Compensated Absences	230,523	-	230,523
Net OPEB Liability	257,864	-	257,864
Net Pension Liability	671,611	-	671,611
Total Noncurrent Liabilities	1,159,998	-	1,159,998
TOTAL LIABILITIES	1,335,166	1,648,606	2,983,772
DEFERRED INFLOWS OF RESOURCES			
OPEB Other	91,902	-	91,902
Pension Other	19,800	-	19,800
TOTAL DEFERRED INFLOWS OF RESOURCES	111,702	-	111,702
NET POSITION			
Net Investment in Capital Assets	331,500	-	331,500
Unrestricted	(683,140)	5,712,696	5,029,556
TOTAL NET POSITION	$ (351,640)	$ 5,712,696	$ 5,361,056

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Fleet Services	Self-Funded Insurance	Total Internal Service Funds
OPERATING REVENUES			
Charges for Sales and Services	$ 2,956,083	$ 15,146,059	$ 18,102,142
TOTAL OPERATING REVENUES	2,956,083	15,146,059	18,102,142
OPERATING EXPENSES			
Fleet Services	2,889,362	-	2,889,362
General Government	-	12,565,181	12,565,181
Depreciation	52,625	-	52,625
TOTAL OPERATING EXPENSES	2,941,987	12,565,181	15,507,168
Operating Income (Loss)	14,096	2,580,878	2,594,974
NONOPERATING REVENUES (EXPENSES)			
Investment Income	-	285,312	285,312
Miscellaneous Revenue	24,730	-	24,730
TOTAL NONOPERATING REVENUES (EXPENSES)	24,730	285,312	310,042
Income (Loss) Before Transfers	38,826	2,866,190	2,905,016
Transfer Out	(7,558)	-	(7,558)
NET TRANSFERS	(7,558)	-	(7,558)
Change in Net Position	31,268	2,866,190	2,897,458
Net Position at Beginning of Year	(382,908)	2,846,506	2,463,598
NET POSITION AT END OF YEAR	$ (351,640)	$ 5,712,696	$ 5,361,056

CITY OF CONROE, TEXAS

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Fleet Services Fund	Self-Funded Insurance	Total Internal Service Funds
Cash Flows from Operating Activities			
Receipts from Customers	$ 2,925,077	$ 15,143,351	$ 18,068,428
Payments to Employees	(1,232,874)	-	(1,232,874)
Payments to Vendors	(1,633,331)	(13,957,632)	(15,590,963)
Net Cash Provided by (Used for) Operating Activities	58,872	1,185,719	1,244,591
Cash Flows from Non-Capital Financing Activities:			
Transfers To Other Funds	(7,558)	-	(7,558)
Net Cash Used for Non-Capital Financing Activities	(7,558)	-	(7,558)
Cash Flows from Capital and Related Financing Activities:			
Purchase of Capital Assets	(84,357)	-	(84,357)
Net Cash Used for Capital and Related Financing Activities	(84,357)	-	(84,357)
Cash Flows from Investing Activities:			
Purchase of Investments	-	(285,312)	(285,312)
Interest and Dividends on Investments	-	285,312	285,312
Net Cash Used for Investing Activities	-	-	-
Net Increase (Decrease) in Cash and Cash Equivalents	(33,043)	1,185,719	1,152,676
Cash and Cash Equivalents at Beginning of Year	151,029	419,273	570,302
Cash and Cash Equivalents at End of Year	$ 117,986	$ 1,604,992	$ 1,722,978
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:			
Operating Income (Loss)	$ 14,096	$ 2,580,878	$ 2,594,974
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:			
Depreciation Expense	52,625	-	52,625
Changes in Assets and Liabilities:			
Decrease (Increase) in Receivables	(31,006)	(2,708)	(33,714)
Decrease (Increase) in Inventories	5,163	-	5,163
Increase (Decrease) in Payables	(24,899)	(1,392,451)	(1,417,350)
Increase (Decrease) in Compensated Absences	61,660	-	61,660
Increase (Decrease) in OPEB Liability (includes deferred amounts)	(21,081)	-	(21,081)
Increase (Decrease) in Net Pension Liability (includes deferred amounts)	2,314	-	2,314
Net Cash Provided by (Used for) Operating Activities	$ 58,872	$ 1,185,719	$ 1,244,591

Statistical Section



STATISTICAL SECTION

This part of the City of Conroe, Texas annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents **Tables**

Financial Trends 1-6

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 7-14

These schedules present information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.

Debt Capacity 15-19

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 20-21

These schedules offer demographic and economic indicators to help the reader understand how the City's financial activities take place and to help make comparisons over time and with other governments.

Operating Information 22-26

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF CONROE, TEXAS

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year		
	2015	2016	2017
Governmental Activities:			
Net Investment in Capital Assets	$ 53,413,374	$ 97,563,851	$ 96,191,181
Restricted for:			
Severance Pay 2% Sinking Fund	-	-	-
Seized Assets	-	-	-
Red Light Cameras	-	-	-
State Cable Franchise 1% PEG Fee	-	-	-
Special Revenue Funds	-	-	-
Debt Service	12,178,899	11,401,030	11,386,141
Other Purposes	3,290,940	4,032,707	-
Unrestricted	(11,517,169)	(17,337,700)	(12,182,607)
Total Governmental Activities Net Position	$ 57,366,044	$ 95,659,888	$ 95,394,715
Business-type Activities:			
Net Investment in Capital Assets	$ 43,883,640	$ 66,592,348	$ 60,403,915
Restricted for:			
Pre-Opening	-	-	-
Debt Service	5,455,067	5,455,067	5,779,189
Unrestricted	12,468,751	3,414,929	13,757,251
Total Business-type Activities Net Position	$ 61,807,458	$ 75,462,344	$ 79,940,355
Primary Government:			
Net Investment in Capital Assets	$ 97,297,014	$ 164,156,199	$ 156,595,096
Restricted for:			
Severance Pay 2% Sinking Fund	-	-	-
Seized Assets	-	-	-
Red Light Cameras	-	-	-
State Cable Franchise 1% PEG Fee	-	-	-
Special Revenue Funds	-	-	-
Pre-Opening	-	-	-
Debt Service	17,633,966	16,856,097	17,165,330
Other Purposes	3,290,940	4,032,707	-
Unrestricted	951,582	(13,922,771)	1,574,644
Total Primary Government Net Position	$ 119,173,502	$ 171,122,232	$ 175,335,070

Effective 2015, GASB 68 was implemented. Also, CIDC was determined to be a discrete component unit and is not included.
Effective 2018, GASB 75 was implemented for OPEB.
Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.

TABLE 1

Fiscal Year						
2018	2019	2020	2021	2022	2023	2024
$ 103,697,091	$ 105,543,177	$ 128,071,934	$ 65,468,012	$ 78,667,164	$ 104,835,120	$ 110,170,739
24,599	25,886	28,455	36,423	37,543	38,221	28,528
1,025,255	1,647,201	2,163,747	1,666,889	1,670,775	1,824,051	2,037,468
353,663	303,683	303,683	254,183	254,183	254,183	254,183
449,544	560,187	609,785	540,799	526,949	642,181	741,081
3,557,935	3,981,048	4,153,844	26,667,923	35,742,843	38,465,303	45,602,593
10,589,482	10,837,081	11,052,026	29,119,843	27,045,851	16,115,815	15,999,579
-	-	-	-	-	-	-
(23,425,202)	(17,866,973)	(22,949,464)	23,917,787	32,633,420	42,774,510	65,130,123
$ 96,272,367	$ 105,031,290	$ 123,434,010	$ 147,671,859	$ 176,578,728	$ 204,949,384	$ 239,964,294
$ 62,490,423	$ 66,615,544	$ 74,805,045	$ 83,415,048	$ 94,235,705	$ 99,038,426	$ 116,454,312
-	-	-	-	-	234,958	65,125
5,000,982	5,119,774	4,506,405	4,509,470	2,890,297	8,625,638	9,424,518
16,037,500	12,945,174	17,618,295	23,258,333	28,954,603	39,510,476	45,029,488
$ 83,528,905	$ 84,680,492	$ 96,929,745	$ 111,182,851	$ 126,080,605	$ 147,409,498	$ 170,973,443
$ 166,187,514	$ 172,158,721	$ 202,876,979	$ 148,883,060	$ 172,902,869	$ 203,873,546	$ 226,625,051
24,599	25,886	28,455	36,423	37,543	38,221	28,528
1,025,255	1,647,201	2,163,747	1,666,889	1,670,775	1,824,051	2,037,468
353,663	303,683	303,683	254,183	254,183	254,183	254,183
449,544	560,187	609,785	540,799	526,949	642,181	741,081
3,557,935	3,981,048	4,153,844	26,667,923	35,742,843	38,465,303	45,602,593
-	-	-	-	-	234,958	65,125
15,590,464	15,956,855	15,558,431	33,629,313	29,936,148	24,741,453	25,424,097
-	-	-	-	-	-	-
(7,387,702)	(4,921,799)	(5,331,169)	47,176,120	61,588,023	82,284,986	110,159,611
$ 179,801,272	$ 189,711,782	$ 220,363,755	$ 258,854,710	$ 302,659,333	$ 352,358,882	$ 410,937,737

CITY OF CONROE, TEXAS

TABLE 2

CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental Activities:										
General Government	$ 15,956,134	$ 18,032,626	$ 16,691,463	$ 16,320,758	$ 19,049,426	$ 19,180,987	$ 22,700,578	$ 24,844,582	$ 27,363,108	$ 26,594,403
Finance	1,654,077	2,092,724	2,154,266	2,123,585	2,081,717	2,619,660	2,519,717	2,996,591	2,621,254	2,002,076
Public Safety	36,628,246	38,529,641	41,127,109	39,533,724	43,724,780	48,497,670	49,836,592	53,015,381	63,761,222	60,353,436
Community Development	-	-	2,035,327	2,143,044	2,879,575	245,320	1,801,642	2,279,584	2,540,614	1,752,372
Industrial Development	-	-	-	-	-	-	7,506,186	3,634,637	2,888,409	2,755,827
Parks	7,227,345	8,248,715	8,353,387	8,374,548	8,973,409	7,940,701	10,178,552	12,737,681	13,745,163	12,353,513
Public Works	10,252,452	14,263,646	13,578,466	11,674,468	19,615,191	21,907,217	25,109,329	26,009,536	31,281,720	31,906,781
Debt Service:										
Interest and Fiscal Charges	5,079,185	4,603,547	4,953,104	4,938,891	6,694,721	6,793,511	12,044,629	12,416,183	12,183,635	10,693,875
Total Governmental Activities Expenses	76,797,439	85,770,899	88,893,122	85,109,018	103,018,819	107,185,066	131,697,225	137,934,175	156,385,125	148,412,283
Business-Type Activities:										
Water and Sewer	29,304,349	30,902,787	32,915,139	41,500,428	44,861,241	44,203,584	47,540,213	53,893,689	63,959,993	69,930,410
Fleet Services	1,596,959	1,690,402	-	-	-	-	-	-	-	-
Hotel	-	-	-	-	-	-	-	-	92,233,381	15,703,137
Total Business-type Activities Expenses	30,901,308	32,593,189	32,915,139	41,500,428	44,861,241	44,203,584	47,540,213	53,893,689	156,193,374	85,633,547
Total Primary Government Expenses	$ 107,698,747	$ 118,364,088	$ 121,808,261	$ 126,609,446	$ 147,880,060	$ 151,388,650	$ 179,237,438	$ 191,827,864	$ 312,578,499	$ 234,045,830
Program Revenues										
Governmental Activities:										
Charges for Services:										
General Government	$ 3,588,771	$ 2,774,101	$ 3,637,237	$ 3,863,812	$ 4,747,666	$ 5,416,422	$ 7,653,604	$ 8,671,741	$ 8,593,125	$ 8,777,111
Public Safety	2,746,233	2,030,468	1,781,480	1,614,644	1,586,992	1,217,694	1,422,232	1,530,765	1,361,695	1,673,571
Industrial Development	-	-	-	-	-	-	-	1,000	4,000	6,681
Parks	1,279,923	1,214,957	1,161,772	1,263,210	1,332,262	847,727	2,109,500	2,625,455	3,120,443	2,989,881
Public Works	1,256,432	875,737	1,117,197	1,231,274	1,167,360	1,204,131	1,407,449	2,114,387	1,766,011	1,850,389
Operating Grants & Contributions:										
General Government	1,860,483	2,452,942	2,486,525	2,439,828	3,555,202	3,227,171	3,124,034	3,677,795	3,916,824	$ 6,928,219
Public Safety	595,556	826,864	1,053,099	1,025,017	1,592,588	1,800,850	1,807,371	2,654,137	2,014,481	-
Community Development	-	-	611,708	487,903	525,906	1,737,678	636,675	1,569,120	5,739,409	-
Public Works	2,601,443	894,808	-	22,875	45,750	22,875	22,875	22,875	22,875	6,856,381
Capital Grants & Contributions										
General Government	-	-	12,377	650,827	-	2,676,197	23,624	93,877	-	-
Parks	-	-	-	-	3,205,577	5,656,352	-	-	-	-
Public Works	-	155,748	-	618,705	5,774,460	6,096,543	893,679	-	11,023	-
Community Development	-	-	-	-	-	-	-	3,897,529	-	-
Total Governmental Activities Program Revenues	13,928,841	11,225,625	11,861,395	13,218,095	23,533,763	29,903,640	19,101,043	26,858,681	26,549,886	29,082,233
Business-type Activities:										
Charges for Services:										
Water and Sewer	30,034,855	33,379,807	35,025,871	39,098,028	40,859,420	48,037,994	51,838,264	60,552,418	67,572,412	67,528,713
Service Center	1,852,780	1,952,342	-	-	-	-	-	-	-	-
Hotel	-	-	-	-	-	-	-	-	1,190,747	11,149,230
Operating Grants & Contributions:										
Water and Sewer	-	-	697,566	700,568	989,529	1,258,066	1,430,787	2,325,404	2,847,489	3,051,172
Capital Grants & Contributions:										
Water and Sewer	-	130,785	2,005,738	28,800	80,000	4,005,506	5,437,687	5,031,784	8,647,111	8,922,732
Hotel	-	-	-	-	-	-	-	-	79,183,359	1,545,462
Total Business-type Activities Program Revenues	31,887,635	35,462,934	37,729,175	39,827,396	41,928,949	53,301,566	58,706,738	67,909,606	159,441,118	92,197,309
Total Primary Government Program Revenues	$ 45,816,476	$ 46,688,559	$ 49,590,570	$ 53,045,491	$ 65,462,712	$ 83,205,206	$ 77,807,781	$ 94,768,287	$ 185,991,004	$ 121,279,542

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net (Expense) Revenues										
Governmental Activities	$ (62,868,598)	$ (74,545,274)	$ (77,031,727)	$ (71,890,923)	$ (79,485,056)	$ (77,281,426)	$ (112,596,182)	$ (111,075,494)	$ (129,835,239)	$ (119,330,050)
Business-type Activities	986,327	2,869,745	4,814,036	(1,673,032)	(2,932,292)	9,097,982	11,166,525	14,015,917	3,247,744	6,563,762
Total Net Expense	$ (61,882,271)	$ (71,675,529)	$ (72,217,691)	$ (73,563,955)	$ (82,417,348)	$ (68,183,444)	$ (101,429,657)	$ (97,059,577)	$ (126,587,495)	$ (112,766,288)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Property Taxes	$ 20,045,759	$ 26,473,354	$ 30,262,334	$ 31,657,147	$ 34,613,130	$ 39,862,977	$ 41,901,102	$ 46,038,718	$ 53,635,044	$ 59,732,146
In Lieu of Taxes	592,302	682,266	776,838	803,625	883,162	903,574	1,374,709	1,546,141	1,634,701	1,743,665
Gross Receipts Tax	5,794,059	6,205,833	6,323,185	6,786,464	7,068,208	7,084,662	7,302,034	8,122,686	8,678,059	9,105,234
Sales and Other Taxes	32,013,059	31,280,147	32,151,158	36,720,480	36,091,913	38,350,177	57,584,688	67,230,103	70,643,863	69,609,271
Hotel Occupancy Taxes	1,237,267	1,220,471	1,163,561	1,365,057	1,339,915	1,659,596	2,239,048	2,685,151	2,931,003	3,541,915
Mixed Beverage Taxes	272,002	298,859	288,852	331,830	317,139	267,394	392,212	514,487	525,926	542,632
Miscellaneous	1,807,243	3,446,410	2,870,562	3,640,230	3,923,011	4,724,025	2,042,499	11,073,999	18,562,888	4,257,836
Donations	167,455	47,035	51,750	94,740	83,063	96,161	87,534	215,374	202,776	182,632
Grants and Contributions Not										
Restricted to Specific Programs	1,145,225	1,019,223	1,611,619	1,571,800	1,777,610	1,805,039	1,887,201	2,147,610	2,652,126	2,737,776
Unrestricted Investment Earnings	132,911	291,145	517,778	903,985	2,293,186	1,292,814	402,698	1,977,626	11,372,495	12,104,822
Net Change in Fair Value of Investments	18,778	6,761	(119,860)	(121,586)	169,282	108,275	(269,160)	(952,204)	200,521	390,480
Transfers	(1,002,698)	(380,889)	240,845	(567,690)	(315,640)	(299,134)	(2,905,001)	(617,328)	(12,833,507)	(9,603,449)
Total Governmental Activities	62,223,362	70,590,615	76,138,622	83,186,082	88,243,979	95,855,560	112,039,564	139,982,363	158,205,895	154,344,960
Business-type Activities:										
Miscellaneous	563,412	306,949	338,943	6,723,274	782,856	1,479,705	108,999	90,958	75,910	27,967
Donations	-	-	-	-	158,625	-	-	-	-	-
Grants and Contributions Not										
Restricted to Specific Programs	6,612,682	5,004,392	-	-	-	-	-	-	-	-
Unrestricted Investment Earnings	28,576	109,148	200,594	617,904	2,746,863	1,357,333	149,010	631,122	5,073,371	7,081,447
Net Change in Fair Value of Investments	(695)	(1,967)	(6,785)	(30,651)	79,895	15,099	(76,429)	(457,571)	98,361	287,320
Transfers	1,002,698	380,889	(240,845)	567,690	315,640	299,134	2,905,001	617,328	12,833,507	9,603,449
Total Business-type Activities	8,206,673	5,799,411	291,907	7,878,217	4,083,879	3,151,271	3,086,581	881,837	18,081,149	17,000,183
Total Primary Government	$ 70,430,035	$ 76,390,026	$ 76,430,529	$ 91,064,299	$ 92,327,858	$ 99,006,831	$ 115,126,145	$ 140,864,200	$ 176,287,044	$ 171,345,143
Change in Net Position										
Governmental Activities	$ (645,236)	$ (3,954,659)	$ (893,105)	$ 11,295,159	$ 8,758,923	$ 18,574,134	$ (556,618)	$ 28,906,869	$ 28,370,656	$ 35,014,910
Business-type Activities	9,193,000	8,669,156	5,105,943	6,205,185	1,151,587	12,249,253	14,253,106	14,897,754	21,328,893	23,563,945
Total Primary Government	$ 8,547,764	$ 4,714,497	$ 4,212,838	$ 17,500,344	$ 9,910,510	$ 30,823,387	$ 13,696,488	$ 43,804,623	$ 49,699,549	$ 58,578,855

CITY OF CONROE, TEXAS

PROGRAM REVENUES BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

	Fiscal Year		
	2015	2016	2017
Functions/Programs			
Governmental Activities:			
Charges for Services			
General Government	$ 3,588,771	$ 2,774,101	$ 3,637,237
Public Safety	2,746,233	2,030,468	1,781,480
Industrial Development	-	-	-
Parks	1,279,923	1,214,957	1,161,772
Public Works	1,256,432	875,737	1,117,197
Operating Grants & Contributions			
General Government	1,860,483	2,452,942	2,486,525
Public Safety	595,556	826,864	1,053,099
Community Development	-	-	611,708
Public Works	2,601,443	894,808	-
Capital Grants & Contributions			
General Government	-	-	12,377
Community Development	-	-	-
Parks	-	-	-
Public Works	-	155,748	-
Total Governmental Activities	13,928,841	11,225,625	11,861,395
Business-type Activities:			
Charges for Services			
Water and Sewer	30,034,855	33,379,807	35,025,871
Fleet Services	1,852,780	1,952,342	-
Hotel	-	-	-
Operating Grants & Contributions			
Water and Sewer	-	-	697,566
Capital Grants & Contributions			
Water and Sewer	-	130,785	2,005,738
Hotel	-	-	-
Total Business-type Activities	31,887,635	35,462,934	37,729,175
Total Primary Government	$ 45,816,476	$ 46,688,559	$ 49,590,570

Effective 2015, CIDC was determined to be a discrete component unit and is not included.
Effective 2017, Fleet Services are recognized as Governmental Activities.
Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.

TABLE 3

Fiscal Year						
2018	2019	2020	2021	2022	2023	2024
$ 3,863,812	$ 4,747,666	$ 5,416,422	$ 7,653,604	$ 8,671,741	$ 8,593,125	$ 8,777,111
1,614,644	1,586,992	1,217,694	1,422,232	1,530,765	1,361,695	1,673,571
-	-	-	-	1,000	4,000	6,681
1,263,210	1,332,262	847,727	2,109,500	2,625,455	3,120,443	2,989,881
1,231,274	1,167,360	1,204,131	1,407,449	2,114,387	1,766,011	1,850,389
2,439,828	3,555,202	3,227,171	3,124,034	3,677,795	3,916,824	6,928,219
1,025,017	1,592,588	1,800,850	1,807,371	2,654,137	2,014,481	-
487,903	525,906	1,737,678	636,675	1,569,120	5,739,409	-
22,875	45,750	22,875	22,875	22,875	22,875	6,856,381
650,827	-	2,676,197	23,624	93,877	-	-
-	-	-	-	3,897,529	-	-
-	3,205,577	5,656,352	-	-	11,023	-
618,705	5,774,460	6,096,543	893,679	-	-	-
13,218,095	23,533,763	29,903,640	19,101,043	26,858,681	26,549,886	29,082,233
39,098,028	40,859,420	48,037,994	51,838,264	60,552,418	67,572,412	67,528,713
-	-	-	-	-	-	-
-	-	-	-	-	1,190,747	11,149,230
700,568	989,529	1,258,066	1,430,787	2,325,404	2,847,489	3,051,172
28,800	80,000	4,005,506	5,437,687	5,031,784	8,647,111	8,922,732
-	-	-	-	-	79,183,359	1,545,462
39,827,396	41,928,949	53,301,566	58,706,738	67,909,606	159,441,118	92,197,309
$ 53,045,491	$ 65,462,712	$ 83,205,206	$ 77,807,781	$ 94,768,287	$ 185,991,004	$ 121,279,542

CITY OF CONROE, TEXAS

FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year		
	2015	2016	2017
General Fund			
Nonspendable:			
Prepaid Items	$ 107,430	$ 104,270	$ 117,691
Inventories	19,681	31,622	39,984
Restricted for:			
Court Efficiency Fund	161,308	158,386	-
Court Security Fund	-	-	-
Juvenile Case Manager	57,906	60,548	-
Truancy Prevention Fund	3,392	6,844	-
Severance Pay 2% Sinking Fund	19,927	19,376	24,980
Seized Assets	413,679	612,575	904,793
Red Light Cameras	526,237	526,237	353,663
State Franchise 1% PEG Fee	142,926	285,076	313,914
Commercial Vehicle Enforcement Program	-	-	-
Assigned to:			
Tree Mitigation	45,838	75,507	296,658
Tree Enforcement	-	-	-
Equipment Replacement	4,418,234	4,031,972	3,107,409
Technology Replacement	-	-	-
General Fund-Balance Appropriations	575,163	629,322	1,017,905
Self-Funded Insurance	1,600,000	1,872,000	-
Unassigned	20,477,898	20,237,960	23,458,420
Total General Fund	$ 28,569,619	$ 28,651,695	$ 29,635,417
All Other Governmental Funds			
Nonspendable:			
Advances to Other Funds	$ -	$ -	$ -
Restricted for:			
Severance Pay 2% Sinking Fund	-	-	-
4B Sales Tax	-	-	-
Special Revenue Funds	1,965,565	2,363,665	2,994,088
Debt Service	12,084,748	11,356,765	11,569,373
Capital Project Funds	29,207,699	12,409,574	15,019,976
Committed for:			
CIDC-Land Sales	-	-	-
TIRZ #2-Property Tax Receipts	11	25	142
TIRZ #3-Property Tax Receipts	878,632	447,238	1,817,868
Conroe MMD#1 Agreement	-	-	-
Conroe Tower-Lease Income	350,164	319,548	213,004
Owen Theatre-Ticket Sales	43,738	42,539	49,055
Woodlands Township Reg. Participation	98,322	146,421	194,268
Firearms Training Facility	-	-	-
Unassigned	-	-	-
Total All Other Governmental Funds	$ 44,628,879	$ 27,085,775	$ 31,857,774

Effective 2015, CIDC was determined to be a discrete component unit and is not included.
Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.

TABLE 4

Fiscal Year						
2018	2019	2020	2021	2022	2023	2024
$ 123,967	$ 121,801	$ 134,066	$ 144,987	$ 152,965	$ 149,548	$ 105,174
38,540	60,627	33,606	50,453	311,189	450,960	106,371
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
24,599	25,886	28,455	34,468	35,123	35,801	28,528
1,025,255	1,647,201	2,163,747	1,666,889	1,670,775	1,824,051	2,037,468
353,663	303,683	303,683	254,183	254,183	254,183	254,183
449,544	560,187	609,785	540,799	526,949	642,181	741,081
-	-	-	-	-	-	-
376,807	323,514	499,454	554,233	755,192	836,752	870,996
-	-	-	-	-	171,266	219,668
6,347,680	8,177,733	5,154,889	4,477,175	6,283,419	6,631,993	9,229,453
-	-	-	152,861	662,742	1,511,574	2,558,101
1,711,579	4,192,505	5,113,380	1,041,220	2,690,075	-	-
-	-	-	-	-	-	-
26,795,709	26,160,875	29,974,625	41,526,617	47,762,872	54,709,652	65,701,846
$ 37,247,343	$ 41,574,012	$ 44,015,690	$ 50,443,885	$ 61,105,484	$ 67,217,961	$ 81,852,869
$ -	$ -	$ -	$ -	$ -	$ 16,000,000	$ 16,000,000
-	-	-	1,955	2,420	2,420	-
-	-	-	-	-	-	-
3,557,935	3,981,048	4,153,844	26,667,923	35,742,843	38,465,303	45,366,651
10,802,885	11,292,098	11,616,533	30,070,702	28,101,796	16,982,213	16,959,303
6,015,379	40,029,484	38,591,737	135,536,769	122,323,935	114,439,812	81,497,207
-	-	-	-	-	-	-
-	-	-	-	-	-	-
2,931,903	3,672,037	4,405,637	5,244,816	6,822,939	7,897,096	10,915,821
119,792	567,766	1,078,348	1,832,714	-	-	-
26,460	-	-	-	-	-	-
-	-	-	-	-	-	-
249,487	304,995	367,258	436,558	521,158	623,267	707,475
-	-	60,374	97,374	134,374	171,874	218,874
(5,603,466)	(129,972)	(4,027,087)	-	(42,248)	-	-
$ 18,100,375	$ 59,717,456	$ 56,246,644	$ 199,888,811	$ 193,607,217	$ 194,581,985	$ 171,665,331

CITY OF CONROE, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year		
	2015	2016	2017
Revenues			
Taxes	$ 59,891,274	$ 65,987,138	$ 70,396,808
Licenses and Permits	3,336,634	2,498,341	3,236,949
Charges for Sales and Services	2,573,767	2,149,135	2,328,436
Lease Income	365,578	370,173	396,898
Fines and Forfeitures	2,595,380	1,877,614	1,735,403
Intergovernmental	6,202,707	5,349,585	5,775,328
Investment Income	130,154	289,731	514,299
Gain (Loss) on Investments	18,538	7,578	(119,860)
Penalties and Interest	129,761	208,097	453,641
Sale of Assets	-	-	-
Land Sales	-	-	-
Miscellaneous	2,116,637	3,820,410	3,245,271
Total Revenues	77,360,430	82,557,802	87,963,173
Expenditures			
General Government	14,835,320	17,279,501	15,176,318
Finance	1,540,445	1,880,428	1,979,328
Public Safety	31,447,082	31,980,626	32,763,616
Community Development	-	-	2,426,261
Industrial Development	-	-	-
Parks	5,039,267	5,351,321	5,204,310
Public Works	8,032,281	10,220,162	8,823,990
Debt Service:			
Principal Retirement	5,300,320	8,766,586	9,029,940
Interest and Fiscal Charges	4,662,641	4,691,019	4,796,391
Bond Issuance Costs	520,406	162,484	270,944
Capital Outlay	27,735,071	31,299,653	20,545,856
Total Expenditures	99,112,833	111,631,780	101,016,954
Excess (Deficiency) of Revenues Over (Under) Expenditures	(21,752,403)	(29,073,978)	(13,053,781)
Other Financing Sources (Uses)			
Issuance of Bonds and COs	8,795,000	11,275,000	20,110,000
Refunding Bonds Issued	33,370,000	-	-
Premiums and (Discounts)	2,843,082	718,839	1,855,211
Payment to Refunded Bond Escrow Agent	(36,111,136)	-	-
Lease Proceeds	-	-	-
Subscription Proceeds	-	-	-
Insurance Proceeds	-	-	-
Transfers In	17,073,716	3,970,565	7,088,953
Transfers Out	(18,498,029)	(4,351,454)	(10,244,662)
Total Other Financing Sources (Uses)	7,472,633	11,612,950	18,809,502
Net Change in Fund Balances	$ (14,279,770)	$ (17,461,028)	$ 5,755,721
Debt Service as a Percentage of Noncapital Expenditures	14.00%	16.80%	17.20%

Effective 2015, CIDC was determined to be a discrete component unit and is not included.
Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.

TABLE 5

Fiscal Year						
2018	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
$ 77,316,094	$ 80,241,614	$ 88,014,455	$ 110,471,023	$ 125,642,658	$ 137,472,585	$ 143,779,745
3,194,609	4,131,413	4,829,641	7,085,734	8,138,758	7,992,156	8,097,784
2,537,383	2,592,866	2,163,320	3,596,267	4,864,080	5,063,587	5,069,804
657,513	591,585	566,459	548,562	462,376	495,759	511,598
1,583,435	1,518,416	1,126,554	1,362,222	1,478,134	1,293,772	1,611,766
6,816,955	15,959,093	23,114,592	8,424,019	14,062,943	14,356,738	16,522,376
892,769	2,292,075	1,258,700	400,835	1,953,930	11,885,857	13,807,419
(121,586)	169,282	108,275	(269,160)	(952,204)	200,521	390,480
200,293	228,837	201,642	233,935	244,543	320,204	374,902
-	-	-	-	-	-	-
-	-	-	1,047,404	13,020,180	8,925,230	3,221,324
3,668,120	1,959,195	1,243,980	977,564	1,205,814	3,293,738	1,960,169
96,745,585	109,684,376	122,627,618	133,878,405	170,121,212	191,300,147	195,347,367
15,774,476	17,776,698	18,383,740	21,941,034	24,836,694	25,416,573	31,864,975
2,045,039	2,067,817	2,457,933	2,430,767	3,091,854	2,596,677	2,680,445
35,827,508	37,694,272	41,458,123	44,240,315	48,808,086	55,568,286	57,096,228
2,244,684	2,513,556	1,719,417	1,754,323	2,423,006	2,274,685	1,782,407
-	-	-	7,383,400	3,598,240	2,862,849	2,973,536
5,908,595	6,700,873	5,835,494	7,778,147	9,626,911	10,539,811	9,919,207
9,408,362	9,176,138	11,659,974	11,781,783	12,422,892	13,165,244	15,302,535
8,507,387	7,849,930	8,728,574	13,528,410	14,233,221	18,139,404	19,069,187
5,114,397	6,764,207	7,713,664	10,542,104	13,737,668	13,612,100	13,086,969
85,350	445,337	336,818	4,073,708	556,872	453,123	922,585
18,366,313	21,908,009	53,166,496	39,132,599	86,025,617	80,343,995	49,853,143
103,282,111	112,896,837	151,460,233	164,586,590	219,361,061	224,972,747	204,551,217
(6,536,526)	(3,212,461)	(28,832,615)	(30,708,185)	(49,239,849)	(33,672,600)	(9,203,850)
-	42,870,000	23,730,000	109,990,000	46,370,000	47,040,000	8,015,000
6,845,000	-	5,225,000	29,915,000	-	-	16,095,000
944,976	5,428,236	4,725,783	16,498,368	7,268,707	2,179,929	1,804,882
(7,875,068)	-	(6,030,000)	(32,470,068)	-	-	(16,410,000)
-	-	-	-	508,064	44,400	119,392
-	-	-	-	-	4,122,810	562,843
363,722	1,166,057	615,310	311,681	82,853	198,655	330,878
7,058,730	8,208,431	9,299,393	30,247,253	20,102,963	18,747,327	13,856,003
(6,946,307)	(8,516,513)	(9,590,591)	(33,152,254)	(20,712,733)	(31,573,276)	(23,451,894)
391,053	49,156,211	27,974,895	121,339,980	53,619,854	40,759,845	922,104
$ (6,145,473)	$ 45,943,750	$ (857,720)	$ 90,631,795	$ 4,380,005	$ 7,087,245	$ (8,281,746)
16.00%	16.10%	16.70%	19.20%	21.00%	22.00%	21.38%

CITY OF CONROE, TEXAS

SPENDING AND GROWTH ANALYSIS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2015	2016	2017	2018
Expenditures				
General Government	$ 14,835,320	$ 17,279,501	$ 15,176,318	$ 15,774,476
Finance	1,540,445	1,880,428	1,979,328	2,045,039
Public Safety	31,447,082	31,980,626	32,763,616	35,827,508
Community Development	-	-	2,426,261	2,244,684
Industrial Development	-	-	-	-
Parks	5,039,267	5,351,321	5,204,310	5,908,595
Public Works	8,032,281	10,220,162	8,823,990	9,408,362
Debt Service - principal	5,300,320	8,766,586	9,029,940	8,507,387
Debt Service - interest	4,662,641	4,691,019	4,796,391	5,114,397
Debt Service - bond issuance costs	520,406	162,484	270,944	85,350
Capital Outlay	27,735,071	31,299,653	20,545,856	18,366,313
Total	$ 99,112,833	$ 111,631,780	$ 101,016,954	$ 103,282,111
Distribution of Spending				
General Government	15.00%	15.50%	15.00%	15.30%
Finance	1.60%	1.70%	2.00%	2.00%
Public Safety	31.70%	28.60%	32.40%	34.70%
Community Development	0.00%	0.00%	2.40%	2.20%
Industrial Development	0.00%	0.00%	0.00%	0.00%
Parks	5.10%	4.80%	5.20%	5.70%
Public Works	8.10%	9.20%	8.70%	9.10%
Debt Service - principal	5.30%	7.90%	8.90%	8.20%
Debt Service - interest	4.70%	4.20%	4.70%	5.00%
Debt Service - bond issuance costs	0.50%	0.10%	0.30%	0.10%
Capital Outlay	28.00%	28.00%	20.30%	17.80%
Total	100.00%	100.00%	100.00%	100.00%
Per Capita Expenditures Adjusted for CPI				
Population	71,879	71,879	82,275	84,378
Per Capita	$ 1,379	$ 1,553	$ 1,228	$ 1,224
CPI Index (National)	238	241	245	250
Per Capita Spending Adjusted to 2015 Dollars	$ 1,379	$ 1,533	$ 1,192	$ 1,166

The Compounded Average Growth Rate is a useful measure of growth that takes compounding into account over the time period.
Per Capita Spending Adjusted to 2015 Dollars is a measure of spending that is adjusted for purchasing power taking inflation into account.

TABLE 6

Fiscal Year							Compounded Average Growth
2019	2020	2021	2022	2023	2024	% CHG	Rate
$ 17,776,698	$ 18,383,740	$ 21,941,034	$ 24,836,694	$ 25,416,573	$ 31,864,975	114.8%	8.87%
2,067,817	2,457,933	2,430,767	3,091,854	2,596,677	2,680,445	74.0%	6.35%
37,694,272	41,458,123	44,240,315	48,808,086	55,568,286	57,096,228	81.6%	6.85%
2,513,556	1,719,417	1,754,323	2,423,006	2,274,685	1,782,407	-21.6%	-3.77%
-	-	7,383,400	3,598,240	2,862,849	2,973,536	3.9%	-9.09%
6,700,873	5,835,494	7,778,147	9,626,911	10,539,811	9,919,207	96.8%	7.81%
9,176,138	11,659,974	11,781,783	12,422,892	13,165,244	15,302,535	90.5%	7.42%
7,849,930	8,728,574	13,528,410	14,233,221	18,139,404	19,069,187	259.8%	15.29%
6,764,207	7,713,664	10,542,104	13,737,668	13,612,100	13,086,969	180.7%	12.15%
445,337	336,818	4,073,708	556,872	453,123	922,585	77.3%	30.28%
21,908,009	53,166,496	39,132,599	86,025,617	80,343,995	49,853,143	79.7%	6.73%
$ 112,896,837	$ 151,460,233	$ 164,586,590	$ 219,361,061	$ 224,972,747	$ 204,551,217	106.4%	8.38%
15.70%	12.10%	13.30%	11.30%	11.30%	15.58%		
1.80%	1.60%	1.50%	1.40%	1.20%	1.31%		
33.40%	27.40%	26.90%	22.30%	24.70%	27.91%		
2.20%	1.10%	1.10%	1.10%	1.00%	0.87%		
0.00%	0.00%	4.50%	1.60%	1.30%	1.45%		
5.90%	3.90%	4.70%	4.40%	4.70%	4.85%		
8.10%	7.70%	7.20%	5.70%	5.90%	7.48%		
7.00%	5.80%	8.20%	6.50%	8.10%	9.32%		
6.00%	5.10%	6.40%	6.30%	6.10%	6.40%		
0.40%	0.20%	2.50%	0.30%	0.20%	0.45%		
19.40%	35.10%	23.80%	39.20%	35.70%	24.37%		
100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		
							Compounded Growth Rate
87,654	91,079	96,295	96,706	103,035	113,912		5.25%
$ 1,288	$ 1,663	$ 1,709	$ 2,268	$ 2,183	$ 1,796		2.98%
255	258	274	295	305	314		3.13%
$ 1,202	$ 1,533	$ 1,484	$ 1,828	$ 1,703	$ 1,351		-0.15%

CITY OF CONROE, TEXAS **TABLE 7**

TAX REVENUES BY SOURCE - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property	Sales & Use[1]	Hotel/Motel Occupancy	Franchise	Other	Total
2015	$ 19,787,780	$ 32,013,059	$ 1,237,267	$ 5,794,059	$ 1,059,109	$ 59,891,274
2016	26,299,562	31,280,147	1,220,471	6,128,653	1,058,305	65,987,138
2017	29,693,214	32,151,158	1,163,561	6,323,185	1,065,690	70,396,808
2018	31,308,638	36,720,480	1,365,057	6,786,464	1,135,455	77,316,094
2019	34,541,277	36,091,913	1,339,915	7,068,208	1,200,301	80,241,614
2020	39,749,052	38,350,177	1,659,596	7,082,937	1,172,693	88,014,455
2021	41,970,544	57,584,688	2,239,048	7,302,034	1,374,709	110,471,023
2022	45,544,090	67,230,103	2,685,151	8,122,686	2,060,628	125,642,658
2023	53,059,034	70,643,683	2,931,003	8,674,824	2,163,863	137,472,407
2024	59,237,029	69,609,270	3,541,915	9,105,234	2,286,297	143,779,745
Change 2015-2024	199%	117%	186%	57%	116%	140%

(1) Effective 2015, CIDC was determined to be a discrete component unit and is not included.
(1) Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.

CITY OF CONROE, TEXAS

TABLE 8

ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year	Residential Property	Commercial Property	Personal Property	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2015	$ 2,969,005,808	$ 1,544,076,046	$ 1,577,299,368	$ 1,260,587,672	$ 4,829,793,550	$ 0.4200
2016	4,207,510,421	1,933,038,857	1,762,388,483	1,593,198,016	6,309,739,745	0.4200
2017	4,730,146,184	2,143,178,688	1,765,772,483	1,512,848,618	7,126,248,737	0.4175
2018	5,169,879,327	2,265,444,873	1,785,773,366	1,664,971,163	7,556,126,403	0.4175
2019	5,617,851,273	2,641,337,119	1,889,881,854	1,796,740,568	8,352,329,678	0.4175
2020	6,150,959,883	2,742,328,818	2,228,042,199	1,977,082,554	9,144,248,346	0.4375
2021	6,298,066,934	2,865,757,549	2,264,181,826	1,784,977,172	9,643,029,137	0.4375
2022	7,183,738,024	3,257,583,744	2,253,308,479	2,022,332,471	10,672,297,776	0.4375
2023	9,887,368,385	4,891,001,785	2,541,491,746	4,255,445,680	13,064,416,236	0.4272
2024	11,313,661,795	5,043,874,068	2,677,083,028	4,676,451,935	14,358,166,956	0.4272

Source: Montgomery Central Appraisal District
Note: Taxable property in the City is appraised at its market value each year by the Montgomery Central Appraisal District (MCAD).
Tax rates are per $100 of assessed value.

CITY OF CONROE, TEXAS

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

	City Direct Rates			Overlapping Rates						
Fiscal Year	Operations & Maintenance	General Obligation Debt Service	Total Direct Rate	Montgomery County	Mont. Co. Hospital District	Lone Star College	Conroe ISD	Montgomery ISD	Willis ISD	Conroe MMD#1
2015	$ 0.2500	$ 0.1700	$ 0.4200	$ 0.4767	$ 0.0710	$ 0.1079	$ 1.2800	$ 1.3400	$ 1.3900	$ -
2016	0.2750	0.1450	0.4200	0.4667	0.0665	0.1078	1.2800	1.3400	1.3900	-
2017	0.2925	0.1250	0.4175	0.4667	0.0665	0.1078	1.2800	1.3700	1.3900	-
2018	0.2925	0.1250	0.4175	0.4667	0.0664	0.1078	1.2800	1.3700	1.3900	-
2019	0.2925	0.1250	0.4175	0.4667	0.0599	0.1078	1.2800	1.3700	1.3900	0.9000
2020	0.3125	0.1250	0.4375	0.4475	0.5890	0.1078	1.2300	1.3075	1.2700	0.9000
2021	0.3125	0.1250	0.4375	0.4312	0.0588	0.1078	1.2125	1.2798	1.2171	0.9000
2022	0.3125	0.1250	0.4375	0.4083	0.0567	0.1078	1.1760	1.2600	1.1720	0.9000
2023	0.3022	0.1250	0.4272	0.3742	0.0502	0.1078	1.1146	1.2289	1.1546	0.6000
2024	0.3022	0.1250	0.4272	0.3696	0.0498	0.1076	0.9621	1.0487	1.0002	0.9049

Source: Montgomery County Tax Assessor/Collector

TABLE 9

Mont. Co. MUD #90	Mont. Co. MUD #92	Mont. Co. MUD #107	Conroe MUD #1	Mont. Co. MUD #132	Mont. Co. MUD #126	Mont. Co. MUD #128A	Mont. Co. MUD #138	Mont. Co. MUD #142	Mont. Co. Utility District #3	Mont. Co. Utility District #4
$ 0.6000	$ 0.6000	$ 0.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0.6000	0.6000	0.7000	0.6000	0.7000	0.9000	-	0.8800	-	0.0900	0.0800
0.6000	0.6000	0.7000	0.6000	0.7000	0.9000	-	0.8800	1.0000	0.0900	0.0775
0.6000	0.6000	0.6900	0.6000	0.7000	0.9000	1.1000	0.8800	1.0000	0.0900	0.0775
0.6000	0.6000	0.6800	0.6000	0.7000	0.9000	1.1000	0.8800	1.0000	0.0900	0.0775
0.6000	0.6000	0.6500	0.6000	0.7000	0.9000	1.1000	0.8800	1.0000	0.0899	0.0875
0.6000	0.6000	0.6200	0.6000	0.7000	0.9000	1.1000	0.8800	1.0000	0.0900	0.1000
0.6000	0.6000	0.5900	0.6000	0.7000	0.9000	1.3500	0.8800	1.0000	0.0900	0.1000
0.5800	0.6000	0.5300	0.6000	0.7000	0.9000	1.1100	0.8800	1.0000	0.0860	0.1200
0.5700	0.5800	0.4600	0.6000	0.7000	0.9000	1.0596	0.8800	1.0000	0.0820	0.1200

CITY OF CONROE, TEXAS

TABLE 10

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

	2024			2015		
Taxpayer	2023 Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	2014 Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
McKesson Corporation	$ 176,211,455	1	1.23%	$ 55,028,560	2	1.14%
Ball Metal Container Corporation	149,329,290	2	1.04%			
Entergy Texas Inc	114,726,550	3	0.80%	37,451,620	8	0.78%
CHCA Conroe LP	98,849,150	4	0.69%			
Massandra KV Regency LLC	92,516,910	5	0.64%			
I-45/Loop 336 Associates LLC	89,218,050	6	0.62%			
Lakeside Resort JV LLC	87,429,030	7	0.61%			
The GEO Group	86,487,100	8	0.60%	54,811,260	3	1.13%
National Oilwell Varco/TX Oil Tools	85,160,670	9	0.59%			
Western Rim Investors 2010-1 LP	70,392,490	10	0.49%	37,063,310	9	0.77%
Conroe Hospital Corporation				73,829,980	1	1.53%
Professional Directional LTD				52,888,740	4	1.10%
Walmart Real Estate Bus. Trust				47,643,264	5	0.99%
Maverick Tube Texas Works				43,419,448	6	0.90%
Reme Inc.				39,029,910	7	0.81%
JYOTI Americas LLC				37,056,410	10	0.77%
	$ 1,050,320,695		7.32%	$ 478,222,502		9.92%

Source: Montgomery Central Appraisal District

CITY OF CONROE, TEXAS **TABLE 11**

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended Sept 30	Original Tax Levy for Fiscal Year	Adjusted Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2015	$ 20,245,827	$ 19,981,925	$ 19,787,780	99.03%	$ 177,973	$ 19,963,837	99.91%
2016	26,641,542	26,530,207	26,191,555	98.72%	302,538	26,492,114	99.86%
2017	29,778,208	29,384,676	29,014,410	98.74%	283,313	29,293,143	99.69%
2018	31,649,428	31,507,578	31,108,498	98.73%	327,339	31,430,090	99.75%
2019	34,964,999	34,626,010	34,359,051	99.23%	213,485	34,562,531	99.82%
2020	39,523,037	39,850,575	39,522,375	99.18%	257,722	39,759,548	99.77%
2021	40,127,631	41,692,877	41,294,020	99.04%	289,731	41,544,606	99.64%
2022	45,279,940	45,820,562	45,396,678	99.07%	279,945	45,633,694	99.59%
2023	52,932,142	53,511,510	52,988,556	99.02%	78,292	52,988,556	99.02%
2024	58,404,796	59,546,004	58,927,871	98.96%	-	58,927,871	98.96%

CITY OF CONROE, TEXAS

TAXABLE SALES BY CATEGORY
LAST TEN CALENDAR YEARS
(IN THOUSANDS OF DOLLARS)

	Calendar Year		
	2014	2015	2016
Agriculture			
Forestry & Fishing	$ 39	$ 21	$ 10
Mining	53,172	56,577	23,090
Construction	38,737	44,597	38,883
Manufacturing	144,822	107,946	92,886
Transportation, Warehousing			
Communication & Utilities	1,227	2,112	2,627
Wholesale Trade	139,891	159,804	166,854
Retail Trade	1,033,821	1,046,251	1,035,813
Information	42,848	50,631	53,663
Finance,			
Insurance & Real Estate	42,252	55,274	55,070
Services	307,646	307,164	326,144
Other	1	-	31
Total	$ 1,804,456	$ 1,830,377	$ 1,795,071
City and CIDC Direct Sales Tax Rate	2.00%	2.00%	2.00%

Source: Texas Comptroller of Public Accounts

TABLE 12

Calendar Year							
2017	2018	2019	2020	2021	2022	2023
$ 12	$ 2	$ 5	$ 7	$ 7	$ 245	$ 131
29,434	49,496	43,305	19,954	32,226	51,204	47,956
60,709	52,222	58,670	57,708	62,768	79,001	100,581
127,656	204,012	146,528	132,464	189,227	123,023	117,686
2,789	3,030	2,971	1,536	1,651	1,355	1,870
196,965	202,984	196,360	193,181	232,414	251,382	281,400
1,017,702	1,037,728	1,028,511	1,081,992	1,304,900	1,401,269	1,351,972
46,319	52,855	54,580	39,024	47,876	34,507	28,262
70,288	87,177	80,429	60,047	68,608	97,489	80,740
352,789	387,623	408,910	393,049	481,504	545,745	591,039
140	239	-	-	-	-	1
$ 1,904,803	$ 2,077,368	$ 2,020,269	$ 1,978,962	$ 2,421,181	$ 2,585,220	$ 2,601,638
2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

CITY OF CONROE, TEXAS **TABLE 13**

DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS

	General Fund Primary Government		CIDC Fund Blended Component Unit	
Fiscal Year	Sales Tax Rate For General Revenue	Sales Tax Rate For Property Tax Relief	Sales Tax Rate For Economic Development (4B)	Total Sales Tax Rate
2015	1.00%	0.50%	0.50%	2.00%
2016	1.00%	0.50%	0.50%	2.00%
2017	1.00%	0.50%	0.50%	2.00%
2018	1.00%	0.50%	0.50%	2.00%
2019	1.00%	0.50%	0.50%	2.00%
2020	1.00%	0.50%	0.50%	2.00%
2021	1.00%	0.50%	0.50%	2.00%
2022	1.00%	0.50%	0.50%	2.00%
2023	1.00%	0.50%	0.50%	2.00%
2024	1.00%	0.50%	0.50%	2.00%

Source: City Finance and Administration Department

CITY OF CONROE, TEXAS **TABLE 14**

SALES TAX REVENUE PAYERS BY INDUSTRY
FISCAL YEARS 2013 AND 2023
(DOLLARS ARE IN MILLIONS)

	Fiscal Year 2013				Fiscal Year 2023			
Tax Remitter	Number of Filers	% of Total	Tax Liability	% of Total	Number of Filers	% of Total	Tax Liability	% of Total
Agriculture, Forestry & Fishing	57	0.55%	$ -	0.00%	62	0.36%	$ -	0.00%
Mining	110	1.05%	0.59	1.90%	128	0.75%	0.96	1.85%
Construction	911	8.72%	0.63	2.04%	1,610	9.38%	2.01	3.86%
Manufacturing	940	8.99%	2.79	9.03%	1,312	7.64%	2.35	4.52%
Transportation, Warehousing Communication & Utilities	87	0.83%	0.13	0.04%	138	0.80%	0.04	0.08%
Wholesale Trade	589	5.63%	2.11	6.83%	945	5.50%	5.63	10.82%
Retail Trade	3,600	34.44%	18.65	60.54%	6,378	37.14%	27.04	51.97%
Information	130	1.24%	0.68	2.21%	229	1.33%	0.57	1.10%
Finance, Insurance & Real Estate	386	3.69%	0.65	2.27%	662	3.86%	1.61	3.09%
Services	3,620	34.63%	4.68	15.14%	5,676	33.06%	11.82	22.72%
Other	23	0.22%	-	0.00%	31	0.18%	-	0.00%
Total	10,453	100.00%	$ 30.91	100.00%	17,171	100.00%	$52.03	100.00%

Source: Texas Comptroller of Public Accounts
Note: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the State's revenue.

CITY OF CONROE, TEXAS

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities				
Fiscal Year	Refunding Bonds, CO Bonds & Sales Tax Revenue Bonds[1]	Leases	Subscription-Based IT Arrangements	Notes	Total Long-Term Debt
2015	$ 135,705,804	$ 400,827	$ -	$ 868,002	$ 136,974,633
2016	138,640,600	341,241	-	761,002	139,742,843
2017	151,254,904	279,301	-	648,002	152,182,207
2018	142,295,795	214,914	-	530,002	143,040,711
2019	182,018,991	147,984	-	407,002	182,573,977
2020	199,799,695	78,410	-	278,002	200,156,107
2021	304,674,825	-	-	143,002	304,817,827
2022	342,105,315	202,845	-	-	342,308,160
2023	363,239,145	176,699	3,583,952	-	366,999,796
2024	351,140,255	205,421	3,013,278	-	354,358,954

(1) Presented net of original issuance discounts and premiums.
(2) See Table 20 for personal income and population data.
Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Effective 2015, CIDC was determined to be a discrete component unit and is not included.
Effective 2021, component units were re-evaluated and CIDC was determined to be a blended component unit.
Effective 2022, the City implemented GASB 87 on leases, this implementation did not require a restatement of prior years.
Effective 2023, the City implemented GASB 96 on software's, this implementation did not require a restatement of prior years.

TABLE 15

Business-type Activities						
Refunding Bonds, CO Bond & Revenue Bonds[1]	Leases	Subscription-Based IT Arrangements	Total Long-Term Debt	Total Primary Government	Percentage of Personal Income[2]	Per Capita[2]
$ 105,404,059	$ 2,974,908	$ -	$ 108,378,967	$ 245,353,600	15.20%	3,413
101,531,935	2,524,923	-	104,056,858	243,799,701	13.66%	3,392
121,026,014	2,057,162	-	123,083,176	275,265,383	12.51%	3,346
116,578,976	1,570,925	-	118,149,901	261,190,612	10.20%	3,095
209,258,071	1,065,482	-	210,323,553	392,897,530	13.83%	4,482
224,867,596	540,074	-	225,407,670	425,563,777	14.87%	4,672
231,330,619	-	-	231,330,619	536,148,446	16.63%	5,568
248,037,632	25,910	-	248,063,542	590,371,702	18.23%	6,105
370,419,949	30,123	39,447	370,489,519	737,489,315	20.54%	7,158
390,893,620	21,307	20,275	390,935,202	745,294,156	17.29%	6,543

CITY OF CONROE, TEXAS

TABLE 16

RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Bonded Debt Outstanding: Refunding Bonds	Certificates of Obligation	Total	Less: Amounts Restricted for Debt Service[1]	Net Total	Percentage of Taxable Assessed Value of Property	Per Capita
2015	$ 45,626,859	$ 90,078,945	$ 135,705,804	$ 12,178,899	$ 123,526,905	2.56%	$ 1,719
2016	43,116,188	95,524,412	138,640,600	11,401,030	127,239,570	2.02%	1,770
2017	40,455,518	110,799,386	151,254,904	11,386,141	139,868,763	1.96%	1,700
2018	47,002,984	95,292,811	142,295,795	10,589,482	131,706,313	1.74%	1,561
2019	44,115,693	137,903,298	182,018,991	10,837,081	171,181,910	2.05%	1,953
2020	47,297,442	152,502,253	199,799,695	11,052,026	188,747,669	2.06%	2,072
2021	57,481,341	169,261,258	226,742,599	10,417,007	216,325,592	2.24%	2,246
2022	52,026,724	216,837,817	268,864,541	10,376,197	258,488,344	2.42%	2,673
2023	54,157,108	298,051,031	352,208,139	10,215,058	341,993,081	2.62%	3,319
2024	56,707,491	238,560,140	295,267,631	10,204,202	285,063,429	1.99%	2,502

Note: (1) This is the amount restricted for debt service payments on general obligation and certificate of obligation bonds.
(2) These amounts exclude certificates of obligation and refunding bonds which are secured by the City's ad valorem taxes, but reported as business-type activities. The City intends to pay debt service from surplus net revenues of the City's water and sewer system to the extent such revenues are available in any year.
Details regarding the City's outstanding debt can be found in the notes to the financial statements.
See Table 8 for property value data.
See Table 20 for population data.

CITY OF CONROE, TEXAS **TABLE 17**

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2024
(DOLLARS IN THOUSANDS)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
Debt Repaid with Property Taxes			
Montgomery County	$ 417,980	15.12%	$ 66,780
Conroe Independent School District	2,014,950	19.96%	309,437
Willis Independent School District	358,740	27.86%	102,046
Lone Star College	507,100	4.45%	27,473
Montgomery Independent School District	509,715	14.18%	74,191
MUD #90	11,240	100.00%	5,705
MUD #92	18,745	100.00%	12,995
MUD #107	19,030	100.00%	19,780
MUD #126	26,615	100.00%	26,730
MUD #128A	68,285	100.00%	47,245
MUD #132	21,605	100.00%	22,230
MUD #138	47,895	100.00%	35,150
MUD #142	8,275	100.00%	8,575
MUD #148	5,220	100.00%	5,370
MUD #178	5,480	100.00%	5,630
Conroe MUD #1	25,035	99.91%	22,710
Conroe MMD #1	96,495	100.00%	89,790
UD #3	9,995	100.00%	10,155
UD #4	14,710	100.00%	15,400
Subtotal, Overlapping Debt			907,392
City Direct Debt (Net of original issuance discounts and premiums)	$ 333,859		333,859
Total Direct and Overlapping Debt (Estimated $10,897 Per Capita) (a)			$ 1,241,251

Sources: Assessed value data used to estimate applicable percentages provided by Tax Assessor - Collector and Appraisal District. Debt outstanding data provided by each governmental unit.
(a) See Table 20 for population of 113,912.
Note: For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value. The City Direct Debt excludes the sales tax revenue bonds and hotel revenue bonds and related premiums.

CITY OF CONROE, TEXAS

LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	Fiscal Year		
	2015	2016	2017
Assessed Value	$ 4,829,793,550	$ 6,309,739,745	$ 7,126,248,737
Debt Limit <5% of assessed value>	$ 241,489,678	$ 315,486,987	$ 356,312,437
Debt Applicable to Limit:			
Total Bonded Debt	$ 128,305,000	$ 130,980,000	$ 163,825,000
Less: Assets in Debt Service Funds available for payment of principal	(12,084,748)	(11,356,765)	(11,569,373)
Total Net Debt Applicable to Limit	116,220,252	119,623,235	(152,255,627)
Net Legal Debt Margin	$ 125,269,426	$ 195,863,752	$ 204,056,810
Total Net Debt Applicable to the Debt Limit As a Percentage of Debt Limit	48.13%	37.92%	42.73%
Total Net Debt Margin as a Percentage of Debt Limit	51.87%	62.08%	57.27%
Total Bonded Debt as a Percentage of Assessed Value	2.66%	2.08%	2.30%

Computation of Legal Debt Margin:
As a home rule city, the City of Conroe is not limited by the law in the amount of debt it may issue. The City's Charter (Section 9.18) states: The City Council shall have the power under the provisions of the state law to levy, assess and collect an annual tax upon real and personal property within the City to the maximum provided by the Constitution and the general laws of the State of Texas. The City Council shall also have the power to levy occupation taxes on such occupations as consistent with the general laws of the State of Texas. Article XI, Section 5 of the State of Texas Constitution states in part:
…but no tax for any purpose shall ever be lawful for any one year, which shall exceed two and one-half percent of the taxable property of such city.
The tax rate at October 1, 2023 is 0.4272 per 100.00 with valuation at 100% of assessed value.

TABLE 18

	Fiscal Year						
	2018	2019	2020	2021	2022	2023	2024
	$ 7,556,126,403	$ 8,352,329,678	$ 9,144,248,346	$ 9,643,029,137	$ 10,672,297,776	$ 13,064,416,236	$ 14,358,166,956
	$ 377,806,320	$ 417,616,484	$ 457,212,417	$ 482,151,457	$ 533,614,889	$ 653,220,812	$ 717,908,348
	$ 171,885,000	$ 292,200,000	$ 327,340,000	$ 365,025,000	$ 385,035,000	$ 502,220,000	$ 520,665,000
	(10,802,885)	(11,292,098)	(11,052,026)	(10,417,007)	(10,376,197)	(10,215,058)	(10,204,202)
	161,082,115	280,907,902	316,287,974	354,607,993	374,658,803	492,004,942	510,460,798
	$ 216,724,205	$ 136,708,582	$ 140,924,443	$ 127,543,464	$ 158,956,086	$ 161,215,870	$ 207,447,550
	42.64%	67.26%	69.18%	73.55%	70.21%	75.32%	71.10%
	57.36%	32.74%	30.82%	26.45%	29.79%	24.68%	28.90%
	2.27%	3.50%	3.58%	3.79%	3.61%	3.84%	3.63%

CITY OF CONROE, TEXAS **TABLE 19**

PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

	Water and Sewer Bonded Debt					
				Debt Service [2]		
Fiscal Year	Utility Service Charge	Less: Adjusted Operating Expenses(1)	Net Available Revenue	Principal	Interest	Coverage
2015	$ 30,034,855	$ 18,108,103	$ 11,926,752	$ 3,640,000	$ 3,890,755	1.58
2016	33,379,807	17,104,279	16,275,528	4,240,000	3,816,578	2.02
2017	35,025,871	19,640,520	15,385,351	4,375,000	4,213,988	1.79
2018	39,098,028	27,418,288	11,679,740	5,150,000	4,201,415	1.25
2019	40,859,420	23,498,660	17,360,760	6,545,000	8,375,211	1.16
2020	48,037,994	20,824,560	27,213,434	7,580,000	9,028,375	1.64
2021	51,837,664	22,372,408	29,465,256	8,430,000	9,230,538	1.67
2022	60,552,268	28,646,785	31,905,483	11,225,000	10,406,575	1.47
2023	67,570,762	33,031,701	34,539,061	12,685,000	11,582,613	1.42
2024	67,528,713	36,754,877	30,773,836	13,270,000	12,964,886	1.17

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(1) Operating Expenses for Water and Sewer Revenue Bonds are adjusted and shown net of Payment-in-lieu-of-taxes (PILOT), debt service payments, and the following interfund activity: transfers to the General Fund & Facilities Management fund for administrative overhead and transfers to the Revenue Debt Service Reserve Fund.
(2) Principal & Interest payments include certificates of obligation and refunding bonds, which are secured by the City's ad valorem property taxes. However, the City intends to pay debt service from surplus net revenues of the City's water and sewer system to the extent such revenues are available in any year.

CITY OF CONROE, TEXAS

TABLE 20

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Year	Population	Personal Income (thousands of dollars)	Per Capita Personal Income	Median Age	School Enrollment	Unemployment Rate
2015	71,879	$ 1,614,115	$ 22,456	31.5	12,447	3.8%
2016	71,879	1,785,043	24,834	31.0	15,124	4.2%
2017	82,275	2,200,363	26,744	34.0	15,847	4.2%
2018	84,378	2,560,704	30,348	33.8	17,335	3.6%
2019	87,654	2,841,743	32,420	33.7	17,239	3.3%
2020	91,079	2,862,704	31,431	33.0	17,733	8.8%
2021	96,295	3,223,860	33,479	33.6	17,774	5.4%
2022	96,706	3,237,814	33,481	33.7	19,173	4.1%
2023	103,035	3,590,049	34,843	32.9	19,495	3.6%
2024	113,912	4,310,316	37,839	33.5	20,729	3.4%

Sources: Various school websites, the Conroe Greater Economic Development Council, the GIS Section of the City of Conroe and WorldPopulationReview.com.



CITY OF CONROE, TEXAS

TABLE 21

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

	2024			2015		
Employer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Conroe Independent School District	5,829	1	42.77%	6,403	1	21.24%
Montgomery County	3,266	2	23.96%	1,998	2	6.63%
HCA Houston Healthcare Conroe	990	3	7.26%	1,300	3	4.31%
City of Conroe (including Part-Time)	873	4	6.41%	538	5	1.78%
National Oilwell Varco (all Conroe locations)	710	5	5.21%	647	4	2.15%
Steris (formally Medivators, Inc.)	569	6	4.17%			
Tri-County Behavioral Healthcare	422	7	3.10%	255	10	0.85%
Wal-Mart Supercenter	374	8	2.74%	408	7	1.36%
Consolidated Communications	332	9	2.44%	433	6	1.44%
McKesson	264	10	1.94%			
National Oilwell Varco - Fluid Control				375	8	1.24%
Professional Directional				266	9	0.88%
	13,629		100.00%	12,623		41.88%

Source:
Greater Conroe Economic Development Council (GCEDC)
http://www.gcedc.org/research/

CITY OF CONROE, TEXAS

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

Functions/Programs	2015 [2]	2016 [3]	2017 [4]	2018	2019 [5]	2020 [6]	2021	2022 [7]	2023 [8]	2024 [9]
General Government										
Administration	3	3	3	3	3	4	5	5	4	2
Mayor & Council	2	2	2	2	3	3	3	4	4	2
Communications	-	-	-	-	-	-	-	-	-	1
Transportation	1	1	1	1	2	3	3	3	18	18
Downtown Development	-	-	-	-	-	-	-	-	2	1
Legal	3	3	3	3	4	4	4	5	5	4
Municipal Court	10	10	10	10	10	10	10	10	9	9
Warehouse Purchasing	5	4	4	4	4	4	4	4	4	5
Information Technology	11	11	11	11	12	12	12	12	15	14
Human Resources	6	6	6	6	7	7	7	8	8	8
Facilities Management	-	-	-	-	-	-	-	-	-	2
Finance	10	12	12	12	12	13	13	14	14	11
Public Safety										
Police Administration	9	9	9	9	9	9	9	9	9	8
Police Support	12	13	14	14	14	14	15	15	16	14
Police Patrol	100	102	102	102	102	108	108	115	126	141
Police Investigative Services	33	34	34	34	36	37	37	37	41	41
Police Animal Services	2	2	2	2	2	2	2	2	2	2
Red Light Program	-	-	-	-	-	-	-	-	-	-
Traffic Services	2	-	-	-	-	-	-	-	-	-
Commercial Vehicle Enforcement	1	1	1	1	1	1	1	1	1	1
Fire	117	117	129	129	135	138	141	148	159	148
Community Development										
CDBG Administration	2	1	1	1	1	1	1	1	1	1
Community Development	19	19	19	19	23	8	8	9	11	9
Parks										
Parks & Rec. Administration	2	2	4	4	4	4	4	6	4	3
CK Ray Recreation Center	6	6	5	5	5	5	5	5	4	4
Oscar Johnson, Jr. CC	4	4	4	4	4	4	4	4	5	5
Senior Center	-	-	-	-	-	-	-	-	1	1
Aquatic Center	7	7	7	7	7	7	7	7	5	5
Parks Operations	11	11	10	10	12	12	12	13	15	15
Westside Recreation Center	-	-	-	-	-	-	-	-	4	4
Public Works										
Drainage Maintenance	7	8	8	8	8	8	8	8	8	7
Streets	27	36	36	36	31	31	31	31	31	30
Signal Maintenance	3	4	4	4	4	4	4	4	4	4
Sign Maintenance	-	-	-	-	8	8	8	8	8	8
Engineering	22	22	22	23	23	25	25	26	27	25
Building Inspections and Permits	-	-	-	-	-	15	15	15	18	17
Conroe Tower	1	1	1	1	1	2	2	2	2	-
Hotel/Motel Occupancy Tax	4	4	4	4	4	4	4	4	4	4
Component Unit										
Conroe Industrial Development	4	4	4	4	4	5	5	5	5	3

TABLE 22

	2015 [2]	2016 [3]	2017 [4]	2018	2019 [5]	2020 [6]	2021	2022 [7]	2023 [8]	2024 [9]
Water & Sewer										
Utility Billing	9	10	10	10	11	11	12	12	12	12
Public Works	6	7	7	7	7	7	7	7	9	9
Water Conservation	1	-	-	-	-	-	-	-	-	-
Water	11	12	12	12	16	16	16	16	17	17
Conroe Central Wastewater Plant	-	-	-	-	-	-	-	10	10	10
Southwest Wastewater Plant	10	11	11	11	14	17	22	14	14	13
Sewer	12	18	18	18	18	19	19	19	19	19
Pump & Motor Maint.	6	9	9	9	9	9	9	9	9	9
Project Construction	29	-	-	-	-	-	-	-	-	-
Fleet Services	8	8	8	8	10	10	10	11	11	11
Total	538	534	547	548	580	601	612	638	695	677

Source: City Finance Department.
Notes:

(1) In FY 2014, The Arts & Communications position was moved to the Recreation Center; the Self Funded Insurance position was moved to Human Resources; One position previously in CIDC was moved to the newly created Transit fund; the Communications Officers in Police Support were moved to Police Patrol; the positions in Professional Services were moved to Police Administration, Police Patrol, and Criminal Investigations; and the secretary position previously in Waste Water Treatment Plant was moved to Public Works.

(2) In FY 2015, the citizens voted to eliminate Red Light Cameras thereby moving the position to Police Patrol Department; the Animal Shelter was out-sourced to a private company reducing the number of positions needed; the Commercial Vehicle Enforcement division was added; the annexation of April Sound included the need for another Fire Station which increased the number of Fire personnel by 30; and four positions from Water and eight positions from Sewer were moved to Project Construction.

(3) In FY 2016, the Project Construction division was closed and all remaining positions were transferred to the General Fund and Water & Sewer Fund.

(4) In FY 2017, the Parks Superintendent position was transferred from Parks Operations to Parks & Rec Administration and the Recreation Manager position was transferred from Recreation Center to Parks & Rec Administration.

(5) In FY 2019, Sign Maintenance was created, some of the employees were previously assigned to Streets.

(6) In FY 2020, Building Inspections and Permits was formed with employees previously in Community Development.

(7) In FY 2022, Conroe Central Wastewater Treatment Plant was built.

(8) In FY 2023, Transportation hired personnel for the local routes rather than using a third-party vendor.

(9) In FY 2024, City of Conroe focused on government efficiency.

CITY OF CONROE, TEXAS

OPERATING INDICATORS BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

	Fiscal Year				
	2015	2016	2017	2018	2019
Functions/Programs					
General Government					
Building Permits Issued	1,486	1,089	1,453	1,667	1,803
Building Inspections Conducted	20,924	20,365	25,995	33,783	37,836
Police					
Physical Arrests	4,289	4,237	4,805	4,815	4,649
Parking Violations	2,560	1,672	798	802	1,798
Traffic Violations	14,449	12,919	20,302	23,148	25,419
Fire					
Emergency Responses	8,427	9,018	8,784	10,261	10,208
Fires Extinguished	204	244	274	312	240
Inspections	1,333	2,537	2,540	3,034	1,678
Refuse Collection					
Refuse Collected (tons per day) (a)	73	66	68	70	51
Recyclables Collected (tons per day) (a)	17	17	17	19	15
Other Public Works					
Street Resurfacing (miles)	11	3	9	6	5
Potholes Repaired	2,193	1,360	2,011	2,500	1,850
Parks and Recreation					
Athletic Field Permits Issued	292	272	247	194	216
Community Center Admissions	422,884	452,564	461,683	452,174	476,207
Water					
New Connections	613	2,418	790	892	992
Water Main Breaks	1,072	622	495	885	781
Average Daily Consumption (millions of gallons)	9,249	9,770	9,990	14,000	10,202
Peak Monthly Consumption (millions of gallons)	281,344	415,278	381,427	413,795	433,717
Wastewater					
Average Daily Sewage Treatment (millions of gallons)	7,800	7,700	7,900	8,200	9,020
Transit					
Total Route Miles - OJJCC	9,912	11,018	12,145	13,425	20,100
Total Route Miles - Conroe Connection (b)	54,108	83,258	85,373	92,668	131,357
Passenger - OJJCC	18,420	19,984	16,329	16,825	17,747
Passenger - Conroe Connection (b)	22,811	34,487	27,650	33,633	48,430

Source: Various City Departments

Notes:

(a) Refuse Collection information is provided by a private waste company.

(b) Conroe Connection began service in FY2015.

TABLE 23

Fiscal Year				
2020	2021	2022	2023	2024
2,101	2,975	2,839	2,541	3,035
40,796	63,855	77,024	65,064	73,186
5,691	4,455	4,675	4,643	5,138
1,004	869	979	889	782
6,246	28,635	23,517	14,476	14,806
10,280	9,526	10,399	11,051	12,477
346	33	303	464	392
2,285	1,695	2,504	2,512	2,057
57	58	59	63	104
15	17	15	19	33
1	7	9	9	10
1,600	720	581	652	389
183	287	360	264	1,332
316,865	462,594	665,597	744,698	774,062
1,125	1,910	1,819	1,496	1,973
855	1,279	1,220	871	603
11,860	11,000	14,000	15,000	14
494,001	475,000	650,475	752,939	567
8,890	9,100	9,000	9,270	10,300
15,075	14,112	20,831	17,822	17,092
179,057	173,510	198,348	236,127	226,283
10,352	12,998	17,439	15,073	15,280
38,705	27,512	42,021	80,663	98,063

CITY OF CONROE, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

	Fiscal Year				
	2015	2016	2017	2018	2019
Functions/Programs					
Police					
Stations	1	2	1	1	1
Zone Offices	1	1	1	1	1
Patrol Units	56	56	59	68	73
Fire Stations	6	6	6	7	7
Refuse Collection					
Collection trucks	10	10	12	12	13
Other Public Works					
Streets (miles)	315.0	350.0	346.0	346.0	420.0
Streetlights	3,550	3,550	3,321	4,300	3,994
Traffic Signals	110	125	105	120	120
Parks and Recreation					
Acreage	407.0	407.0	407.0	407.0	492.0
Playgrounds	19	20	20	20	20
Baseball/Softball Diamonds	27	27	27	27	21
Soccer/Football Fields	18	18	18	18	19
Community Centers	4	4	4	4	5
Water					
Water Mains (miles)	409.5	417.2	444.0	461.0	479.0
Fire Hydrants	3,410	3,032	3,084	3,085	3,115
Storage Capacity (millions of gallons)	11,490	11,589	12,849	13,250	12,349
Wastewater					
Sanitary Sewers (miles)	404.00	427.1	432.00	421.0	419.0
Storm Sewers (miles) (a)	49.000	50.530	50.530	108.000	139.000
Treatment capacity (millions of gallons)	10,000	10,000	12,000	12,000	12,000
Transit					
Buses	8	4	4	6	6
Vans	-	2	2	2	2

Source: Various City Departments

Notes:

(a) Data shown as miles of storm sewers are estimates only. Data is currently being compiled for retroactive infrastructure reporting.

TABLE 24

Fiscal Year				
2020	2021	2022	2023	2024
1	1	1	1	1
1	1	1	1	1
73	74	74	105	88
7	7	7	7	7
13	10	16	16	16
420.0	420.0	420.0	475.0	475.0
4,421	4,353	4,782	4,872	5,063
120	121	123	124	124
570.0	690.0	671.0	689.0	700.0
20	20	21	20	20
21	21	21	20	20
19	19	19	22	22
5	6	6	6	6
508.0	529.0	572.0	515.0	539.0
3,089	4,726	5,162	5,557	5,082
12,349	12,349	14,359	14,359	15,359
431.0	450.0	474.0	485.0	493.0
162.000	207.000	211.000	251.000	258.000
12,000	12,000	18,000	18,000	18,000
6	5	7	10	10
2	2	2	4	4

CITY OF CONROE, TEXAS **TABLE 25**

WATERWORKS SYSTEM - TOP TEN WATER & SEWER USERS (IN GALLONS)
AS OF SEPTEMBER 30, 2024

Customer	Fiscal Year Total 2024 Water Consumption	Fiscal Year Total 2024 Water Revenues	Percent of Total 2024 Water Revenues
Evoqua Water Technologies	218,918,000	$ 655,131	3.2%
Hiland Dary	119,691,000	366,943	1.8%
Ball Metal Container Group	74,432,000	238,035	1.1%
Houston Methodist Hospital	62,272,000	215,314	1.0%
Medical Center Hospital	49,330,000	196,055	0.9%
Conroe ISD	45,412,000	301,587	1.5%
The GEO Group - Joe Corley	36,835,000	117,537	0.6%
Grand Central Park Residential Ass.	34,610,000	255,560	1.2%
Crown Cork & Seal	30,742,000	101,848	0.5%
M.U.D. 42	29,556,000	136,193	0.7%

Customer	Fiscal Year Total 2024 Sewer Consumption	Fiscal Year Total 2024 Sewer Revenues	Percent of Total 2024 Sewer Revenues
Evoqua Water Technologies	218,918,000	$ 1,206,583	4.4%
Hiland Diary	119,691,000	659,842	2.4%
Ball Metal Container Group	73,424,000	404,911	1.5%
Houston Methodist Hospital	62,272,000	343,808	1.3%
Medical Center Hospital	44,712,000	247,774	0.9%
Conroe ISD Business Office	39,981,000	229,296	0.8%
The GEO Group - Joe Corley	36,730,000	202,727	0.7%
Crown Cork & Seal	30,742,000	169,733	0.6%
Montgomery County Jail	28,099,000	155,170	0.6%
Montgomery County MUD 42	25,964,000	143,751	0.5%

Minimum Monthly Base Charge By Meter Size

Meter Size	Minimum Base Charge	Life Line Base Charge
5/8 Inch*	$ 13.14	$ 6.57
1 Inch	19.71	16.43
1.5 Inch	27.38	24.10
2 Inch	38.33	35.05
3 Inch	50.38	50.38
4 Inch	71.19	71.19
6 Inch	98.57	98.57
8 Inch	158.82	158.82
10 Inch	273.82	273.82

* Typical residential meter size.

A Surface Water Fee was implemented to recover expenses the City incurred participating in the Groundwater Reduction Plan with the San Jacinto River Authority. This charge is assessed at $3.60 per 1,000 gallons of water consumed for residential, sprinkler and commercial customers. The Lone Star Groundwater Conservation District fee is a pass through fee to regulate ground water consumption. This charge is assessed at $.06 per 1,000 gallons consumed for residential, sprinkler and non-residential customers.

Water and Sewer Service Charges

There is charged and collected each month by the City from the consumers of water and sewer service residing within the limits of the City, the amounts of money hereinafter set out upon the following rates:

Residential and Sprinkler Rates Inside City Limits

Usage	Water Rate	Sanitary Sewer Rate
Minimum 0 - 3,999 gallons	Base Charge	$ 43.76
Per thousand gallons		
4,000 - 10,999 gallons, per thousand	$ 2.80	5.33
11,000 - 15,999 gallons, per thousand	3.45	
16,000 - 25,999 gallons, per thousand	4.10	
26,000 - 35,999 gallons, per thousand	4.68	
36,000 gallons and over	8.18	
Total Charge at 10,000 gallons		81.07

Non-Residential Rates Inside City Limits

Usage	Water Rate	Sanitary Sewer Rate
Minimum 0 - 3,999 gallons	Base Charge	$ 87.52
Per thousand gallons		
4,000 - 10,999 gallons, per thousand	$ 3.16	10.66
11,000 - 15,999 gallons, per thousand	3.72	
16,000 - 25,999 gallons, per thousand	4.43	
26,000 - 35,999 gallons, per thousand	5.05	
36,000 - 150,999 gallons, per thousand	8.84	
151,000 gallons and over	2.91	

Residential and Sprinkler/Non-Residential Water & Sanitary Sewer Rates Outside City Limits

The amount to be charged and collected for water and sewer service outside the corporate limits of the City is computed and charged as double the amount established for service inside the City.

Life Line Residential Rates Inside City Limits

Usage	Water Rate	Sanitary Sewer Rate
Minimum 0 - 3,999 gallons	Base Charge	$ 21.88
Per thousand gallons		
4,000 - 10,999 gallons, per thousand	$ 1.40	2.66
11,000 - 15,999 gallons, per thousand	2.94	
16,000 - 25,999 gallons, per thousand	4.10	
26,000 - 35,999 gallons, per thousand	4.68	
36,000 - and Up	8.18	
Total Charge at 10,000 gallons		40.53



Meeting Date: 06/11/2025
Department: Legal
Contact: Mike Garner, City Attorney
Submitted By: Yanira Peres-Gutierrez, Adm. Assistant - Legal

Workshop

Item Type: Executive Session

Item Type: Executive Session
Mayor Coon
Joint Meeting: No Joint Meeting

Description
*SJRA GRP Contract litigation (Sec.551.071).
*QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Sec.551.071).
*Legal advice concerning contract provisions related to Hotel Convention Center project and governing documents of the Conroe Local Government Corporation (Sec.551.071).
*Legal advice concerning pending or contemplated litigation (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 and governing documents of the Conroe Local Government Corporation (Sec.551.071). *Legal advice concerning pending or contemplated litigation. (Sec. 551.071). *Deliberation concerning the purchase, exchange, lease or value of real property (Sec.551.072). *Personnel Matters (Sec.551.074).