NOTICE OF REGULAR
CONROE CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS – 300 WEST DAVIS ST.

CONVENES: WEDNESDAY, JUNE 22, 2022 – 2:00 P.M. - RECESS
RECONVENES: THURSDAY, JUNE 23, 2022– 9:30 A.M. – ADJOURN

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

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

CALL TO ORDER
CALL OF ROLL

CITIZEN INQUIRIES – NOT TO EXCEED 30 MINUTES
Citizen inquiries are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.

WORK SESSION

A.	Discuss State of Texas; Motor Vehicle Crime Prevention Authority Grant Program – Resolution.	**Chief Christy**
B.	Discuss Department of Justice Office of Community Oriented Policing Services (COPS) Grant Program – Resolution.	**Chief Christy**
C.	Discuss hiring PGAL and signing AIA Contract to provide the Architectural and Engineering Design services for new Fire Station No. 8 and related sitework.	**Chief Kreger**
D.	Discuss requested partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.	**T. Woolley**
E.	**Recess Open Meeting in order to conduct a Public Hearing for the requested release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.** • **Conduct hearing and receive comments** • **Reconvene Open Meeting**	**Mayor Czajkoski**
F.	Discuss requested partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.	**T. Woolley**
G.	**Recess Open Meeting in order to conduct a Public Hearing for the requested partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.** • **Conduct hearing and receive comments** **Reconvene Open Meeting**	
H.	Discuss an Ordinance amending Chapter 102 Vegetation, Division 2, Tree Preservation and Development Planning, Section 102-10 of the Code of Ordinances relating to tree preservation and landscape.	**T. Woolley**
I.	Internal Audit Update.	**S. Mattson**
J.	Hyatt Regency Conroe and Convention Center Project update.	**S. Williams**
K.	Discuss renovations of Community Development offices on 5th floor of City Hall.	**S. Williams**

L. Discuss Conroe Municipal Management District #1 Amended and Restarted Reimbursement Agreement. **S. Williams**

M. **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, Sections 551.071 and 551.072 relating to:** **Mayor Czajkoski**

- **SJRA GRP Contract Litigation (Sec. 551.071)**
- **QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, et al (Sec. 551.071)**
- **Legal advice and consultation pertaining condemnation suits involving the Dallas Realignment Project (Section 551.071)**
- **Deliberation concerning the purchase, exchange, lease or value of real property (Sec. 551.072)**

Reconvene Open Meeting

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

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

RECESS

Agenda Submittal Form

CITY OF CONROE

☒ Workshop ☐ Regular Council

Meeting Date:	June 22, 2022
Department:	Police Department
Contact:	Jeff Christy

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

Description

State of Texas; Motor Vehicle Crime Prevention Authority Grant Program- RESOLUTION

Summary

Resolution by Council approving the submission of a grant request and designating Lt. James Waller as the grantee's authorized official. The requested grant funding would be used for the lease of 10 additional FLOCK LPR Cameras. Acceptance of this grant requires 20% City matching funds. $5000 City match / $20,000 grant funded. Plus installation fee ($3500)

Recommendation

Recommend approval of resolution.

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount:	28,500.	Revenue Amount:	$20,000.
Account Number:	831-9050		

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

Financial Review Complete: CHB

Attachments

Resolution
Flock Safety quote

Submitted By:

Admin:

CERTIFICATE FOR RESOLUTION

I.

On the 9th day of June, 2022, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem, Council Members Duke Coon, Todd Yancey, Marsha Porter and Howard Wood**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FY 2022 MOTOR VEHICLE CRIME PREVENTION AUTHORITY AUXILIARY GRANT PROGRAM TO TEXAS DEPARTMENT OF MOTOR VEHICLES; AUTHORIZING THE APPOINTMENT OF AN AUTHORIZED OFFICIAL TO EXECUTE AND SUBMIT, AND DELIVER ALL DOCUMENTS NECESSARY AND RELATED TO THE GRANT PROGRAM; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the resolution passed and adopted.

IV.

A true, full and correct copy of the resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 9th day of June, 2022.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FY 2022 MOTOR VEHICLE CRIME PREVENTION AUTHORITY AUXILIARY GRANT PROGRAM TO TEXAS DEPARTMENT OF MOTOR VEHICLES; AUTHORIZING THE APPOINTMENT OF AN AUTHORIZED OFFICIAL TO EXECUTE AND SUBMIT, AND DELIVER ALL DOCUMENTS NECESSARY AND RELATED TO THE GRANT PROGRAM; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * * *

WHEREAS, the City of Conroe finds in the best interest of the citizens of Conroe, that application and approval for the participation in the Motor Vehicle Crime Prevention Grant Program for the FY 2022; and,

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

WHEREAS, City of Conroe agrees that in the event of loss or misuse of the grant funds, City of Conroe assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

WHEREAS, the City of Conroe City Council hereby designates Lieutenant James Waller as the grantee's authorized official and said authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Conroe.

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

Section 1. The City of Conroe, Texas approves submission of the grant application for the Motor Vehicle Crime Prevention Grant Program for the FY 2022

Section 2. The designated authorized official is hereby authorized to execute and deliver all documents necessary with respect to the grant application and award; and deliver any other documents required or appropriate to the implementation of the grant and the intent of this resolution.

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

PASSED AND APPROVED this the 9th day of June, 2022.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
GARY A. SCOTT, City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

CITY OF CONROE

Agenda Item Budget Amendment Form

Meeting Date: June 23, 2022
Department: Police
Contact: Jeff Christy
DESCRIPTION: State of Texas; Motor Vehicle Crime Prevention Authority Grant Program- RESOLUTION

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:

1. Is the request necessary?

would assist personnel with recovery of stolen motor vehicles

2. Why was the item not budgeted in the normal budget process?

Brought forth due to availability of grant funding

3. Why can a transfer not be made within the department?

No additional funding

Source of Funds & Amount of Amendment Needed:

☒ **Reserves**	**$8,500.**	☒ **Grants**	**$20,000.**
☐ **Bond Proceeds**	**$**	☐ **Additional Revenues**	**$**

The Assistant City Administrator/CFO certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

☒ **Yes** ☐ **No**

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$ 20,000	$ -	$ -	$ -	$ -	**$ 20,000**
Expenditures						
Personnel				$ -	$ -	$ -
Supplies	-	-	-	-	-	-
Contractual	28,500	-	26,250	-	27,563	**82,313**
Capital	-	-	-	-	-	-
Total	**$ 28,500**	**$ -**	**$ 26,250**	**$ -**	**$ 27,563**	**$ 82,313**
Net Impact	**$ (8,500)**	**$ -**	**$ (26,250)**	**$ -**	**$ (27,563)**	**$ (62,313)**

flock safety

Created Date	6/1/2022	Expiration Date	7/29/2022
Quote Number	00002295		
Prepared By	Dale Anzalone	Contact Name	Jeff Smith
Phone	7133052672		
Email	dale.anzalone@flocksafety.com		
Bill To Name	TX - Conroe PD		

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon Camera	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	$2,500.00	$2,500.00	10.00	$25,000.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	$350.00	$350.00	10.00	$3,500.00

Total Price	$28,500.00
Recurring Total	$25,000.00

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

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

Meeting Date:	June 22, 2022
Department:	Police Department
Contact:	Jeff Christy

Description

Department of Justice Office of Community Oriented Policing Services (COPS) Grant Program- RESOLUTION

Summary

Resolution by Council approving the submission of a grant request and designating Lt. James Waller as the grantee's authorized official. The requested funding of a maximum of $2.5M during the three-year funding period. City of Conroe matching funds would be approximately $3,424,620 for the 3-year funding period (personnel expenses only). The grant would be utilized to fund twenty (20) police officer positions (pay and benefits up to $125,000 per officer) for the funding period. Funding for fiscal year 22/23.

Recommendation

Recommend approval of resolution.

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount:	15,556,498	Revenue Amount:	$2,500,000.
Account Number:	0001-1203		

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

Financial Review Complete: CHB

Attachments

Resolution
Grant documents

Submitted By:

Admin:

CITY OF CONROE

Agenda Item Budget Amendment Form

Meeting Date: June 23, 2022
Department: Police
Contact: Jeff Christy
DESCRIPTION: Department of Justice Office of Community Oriented Policing Services (COPS) Grant Program- RESOLUTION

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:

1. Is the request necessary?

Needed to enhance staffing of police personnel

2. Why was the item not budgeted in the normal budget process?

Ten officer positions were requested in 22/23 budget. Additional personnel would be requested in future fiscal years to acquire the 20 positions. Funding would be effective in 22/23 budget.

3. Why can a transfer not be made within the department?

No additional funding

Source of Funds & Amount of Amendment Needed:

☐ **Reserves**	**$**	☒ **Grants**	**$2,500,000.**
☐ **Bond Proceeds**	**$**	☒ **Additional Revenues**	**$13,056,498**

The Assistant City Administrator/CFO certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

☒ **Yes** ☐ **No**

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$ 800,062	$ 843,515	$ 856,423	$ -	$ -	**$ 2,500,000**
Expenditures						
Personnel	$ 1,895,940	$ 1,973,640	$ 2,055,040	$ 2,152,654	$ 2,254,905	**$ 10,332,180**
Supplies	825,224	849,981	875,480	901,745	928,797	**4,381,226**
Contractual	10,000	10,300	10,609	10,927	11,255	**53,091**
Capital	790,000	-	-	-	-	**790,000**
Total	**$ 3,521,164**	**$ 2,833,921**	**$ 2,941,129**	**$ 3,065,326**	**$ 3,194,957**	**$ 15,556,498**
Net Impact	**$ (2,721,102)**	**$ (1,990,406)**	**$ (2,084,706)**	**$ (3,065,326)**	**$ (3,194,957)**	**$ (13,056,498)**

(Max Allowable Request is $6,250,000) ***Total Request*** **$5,924,620**

Federal Share $2,500,000 *($125,000*20 positions= 2,500,000)*

Match (as applicable) $3,424,620

Budget:

Funding Period: 3 Years

Period of Performance: 5 years to allow for recruitment and hiring

Project Period: 10/1/22 - 09/30/27

Summary: To request funds to hire twenty (20) new officers. Focus area will be Building Legitimacy and Trust.

		Year One Total Cost	Year One Match	Year Two Total Cost	Year Two Match	Year Three Total Cost	Year Three Match	Total Request	Total Match	Total Federal (Total Request - Total Match)
Payroll Costs *(Sworn Officer Personnel)*										
Sworn Police Officer (payroll cost per officer)		63,647		66,674		69,845		200,166	0	
	Total - All Payroll Cost	**63,647**	**0**	**66,674**	**0**	**69,845**	**0**	**200,166**	**0**	**0**
Fringe Benefits (fringe cost per officer)										
	Retirement (16.25%)	10,343	0	10,835	0	11,350	0	32,527	0	
	Health Insurance	13,113		13,113		13,113		39,339	0	
	FICA and Medicare Taxes (7.65%)	4,869		5,101		5,343		15,313	0	
	Worker's Comp (4.44%)	2,826		2,960		3,101		8,887	0	
	Total Fringe - FTEs	***31,150***	***0***	***32,008***	***0***	***32,907***	***0***	***96,066***	***0***	***0***
	Total - All Payroll & Fringe Cost (per officer)	**94,797**	**0**	**98,682**	**0**	**102,752**	**0**	**296,231**	**0**	**0**
	(20 Officers) Total Direct Cost	**$1,895,940**	**$0**	**$1,973,640**	**$0**	**$2,055,040**	**$0**	**$5,924,620**	**$0**	**$0**
	Indirect Cost Base (MTDC)	*$1,895,940*	*$0*	*$1,973,640*	*$0*	*$2,055,040*	*$0*	*$5,924,620*	*$0*	*$0*
	Indirect rate: Unallowable Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Totals	**$1,895,940**	**$1,095,878**	**$1,973,640**	**$1,130,125**	**$2,055,040**	**$1,198,617**	**$5,924,620**	**$3,424,620**	**$2,500,000**
		800,062		843,515		856,423				2,500,000

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Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

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

Meeting Date:	June 22, 2022
Department:	Fire Department
Contact:	Ken Kreger, Fire Chief

Description

Hire PGAL and sign AIA contract to provide the Architectural and Engineering Design services for new Fire Station #8 and related site work. The fee for this service is fixed at $269,000, which is less than 5% of the projected $5.5 million construction cost. Additional cost, if we chose to utilize them are an Alta Survey; Tree Survey; Geotechnical Survey; and/or Design of widening of Presswood (Civil Engineering).

Summary

The Fire Station design committee reviewed 9 submittals from reputable firms and interviewed 3 of them. PGAL was chosen as the overall best value due to the decision to use the previous design of Fire Station #7 as a site adapt, with only minor changes. These would be site/civil design; Landscape design; Foundation design; and some limited rooms modifications for better efficiency of space. The contract also requests reimbursable cost for out-of-pocket expenses with a budget of $5,000.

Recommendation

The committee recommends accepting the fixed fee proposal and AIA contract with PGAL for $274,000. This cost is budgeted in the current CIP.

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount:	$274,000	Revenue Amount:	$
Account Number:	606-8080-9020-I37		

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

Financial Review Complete: CAB

Attachments

Revised PEE Proposal for A/E Services; AIA Document Agreement with PGAL

Ken Kreger
Submitted By:

Admin:

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

1 June 2022

Mr. Ken Kreger
Fire Chief/ Emergency Management Coordinator
700 Metcalf Street
Conroe, Texas 77301

Re: Revised Fee Proposal for A/E Services
Architectural and Engineering Design Services
Fire Station No. 8
Conroe, Texas

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

Dear Chief:

After careful review of your project criteria, PGAL is pleased to submit this Fee Proposal to provide Architectural and Engineering Design services for new Fire Station No. 8 and related site work in Conroe, Texas.

PROJECT UNDERSTANDING

The City of Conroe is planning on constructing a new fire station on a 2.183 acre site on the corner of F.M. 3083 and Presswood Drive in Conroe, Texas. The site has not been previously developed. This site is located within the City limits of Conroe, Texas.

The proposed new Fire Station is expected to be a one story, three apparatus bay station with seven staff dorms and two officer dorms. The design of the station is expected to be substantially similar to the design of Fire Station No. 7 that is located at 7971 Longmire Road that was designed by PGAL. The exterior design of the building is expected to match Station No. 7 with possibly only a color change. The site will require the design of Fire Station No. 7 be mirrored to work on the new site. The City wishes to make minor revisions to the Station No. 7 design. These changes include the following:

- Cut the size of the pantries
- Make the kitchen island smaller and create a stand alone dining table
- Add an additional dorm room
- Divide the officer office into two separate offices
- Create a separate space for the extractor
- Enlarge the gear room
- Remove the stair and conditioned room over the gear room
- Provide a open storage mezzanine over the support spaces in the apparatus bays with ladder access

PGAL.COM
3131 Briarpark Dr., Suite 200
Houston, TX 77042
t 713 622 1444
f 713 968 9333

- Extend the apparatus bays to align with the support spaces
- Relocate the electrical room away from the dorm rooms
- Provide a ceiling fan in the day room and fitness room
- Provide a wrought iron fence surrounding the property
- Revise design of the monument sign to make it larger
- Revise landscape design
- Revise the kitchen hood size
- Provide ramps from the living spaces into the apparatus bays

The final size of the building is expected to be approximately 11,000 square feet and will be confirmed during schematic design phase of this project.

Site work is expected to include the construction of new drives, surface parking and other related site improvements as required for the new building and similar to Fire Station No. 7. This project is expected to provide a pre-engineered canopy that will be 20 feet deep located on the site. The utilities and adjacent roads are in place at the edge of the site and are expected to be capable of accommodating this project. We are not expecting that any off-site improvements will be required. We will provide an Additional Service to design the widening of Presswood Drive from F.M. 3083 to the south edge of the site. We understand that detention for this site will be required. The station will not require a communication tower. The number of parking spaces provided at Station No. 7 should be provided at Station No. 8.

The new building is not expected to be designed to achieve LEED certification. If desired, LEED certification will be considered an additional service to this proposal.

The City has hired AGCM to manage the design phase of the project and to provide constructability reviews of our design. We will work with AGCM to advance the project. The City is expecting to utilize the Construction Management at Risk delivery method for the project. We will assist the City as requested to select the CMAR.

The construction budget for this project has been set at $5,500,000.00. We will finalize this budget during the schematic design phase working with AGCM and the CMAR for approval by the City.

We have assumed the basis of the contract will be the standard City of Conroe Professional Services contract with the terms based upon the AIA B-101 Standard Agreement Between the Owner and Architect.

DESIGN SERVICES

Design services will include schematic design, design development, construction documents, bidding and construction administration. During the schematic design phase we will finalize the program and develop the final floor plan for the project that will be presented for

approved by the City. We expect to present the project to the City staff and to the City Council in a workshop(s) for approval.

PGAL will provide 3D sketch-up models of the building to present design ideas and get feedback from the City. We will provide an exterior rendering of the final design concept.

Upon approval of the schematic design, PGAL will prepare construction documents required for permitting and construction. It is expected that a significant amount of the Fire Station No. 7 construction documents can be used as constructed. We expect the following components to be fully designed and not be similar to Fire Station No. 7:

- Site/Civil design
- Landscape design
- Foundation design
- Energy code updates
- TDLR updates

The project is assumed to be designed as a single project to be built in a single phase. The completed construction documents will be submitted to governmental agencies for purposes of obtaining a building permit. We will assist the City and the CMAR in obtaining bids for the project.

Construction administration services include attendance at weekly progress meetings, answering RFI's, review of shop drawings, preparation of change orders, review of contractor's pay application and preparation of a punch list.

COMPENSATION

Basic Services: We propose to perform the Basic Services for the design of the Fire Station No. 8 for a Lump Sum of $269,000.00. This fee will include architectural, interiors, structural engineering, MEP engineering, civil, landscaping and irrigation design.

Reimbursable Costs: We would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of the project such as cost of reproduction, plotting, special handling or delivery, permit fees and travel. Reimbursable expenses will be billed at our cost, plus a 10% service charge. We would recommend a reimbursable expenses budget of $5,000.00 be established for the project.

Specified Additional Services: If services other than those described as Basic Services are requested by the City, they will be billed in addition to the above Basic Services compensation in accordance a negotiated amount based on the Not to Exceed Amounts listed below of in compliance with the attached rate schedule. The City may choose to authorize any of the Specified Additional Service tasks listed below throughout the course of the contract. No Specified Additional Service task will be performed without specific written authorization

from the City. The following constitutes Specified Additional Services should they be requested by the City:

Alta Survey	Lump Sum of $15,000.00
Tree Survey	Lump Sum of $8,000.00
Geotechnical Survey	Lump Sum of $15,000.00
Design of Widening of Presswood	Lump Sum of $28,000.00

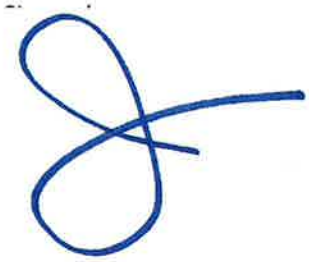
Additional Services: If services other than those described as Basic Services and Specified Additional Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule. Additional Services include but are not limited to the following:

Professional renderings, models and computer animations.
Any design consultants other than those specifically included.
Environmental survey.
Design of FFE.
Security design services.
Data/Technology design services.
LEED certification.
Energy Modeling.
Commissioning services.
Design of off-site improvements.
Design of traffic signals.
Value engineering services.
Detailed cost estimates.
Revisions to approved documents.

PROJECT SCHEDULE

We are prepared to deliver this project in accordance with your requirements.

Thank you for the continued opportunity to serve the City of Conroe. We have personnel available to begin this project immediately. Please don't hesitate to call should you have any questions regarding this proposal.



Chief Executive Officer

PGAL, INC.
HOURLY RATE SCHEDULE

DISCIPLINE	RATE
DIRECTOR	$290.00
PRINCIPAL	$250.00
PROJECT MANAGER VI	$245.00
PROJECT MANAGER V	$225.00
PROJECT MANAGER IV	$215.00
PROJECT MANAGER III	$205.00
PROJECT MANAGER II	$190.00
PROJECT MANAGER I	$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	$90.00
BIM MANAGER IV	$165.00
BIM MANAGER III	$150.00
BIM MANAGER II	$130.00
BIM MANAGER I	$110.00
ENGINEER IN TRAINING III	$135.00
ENGINEER IN TRAINING II	$115.00
ENGINEER IN TRAINING I	$105.00
CONSTRUCTION ADMINISTRATOR IV	$240.00
CONSTRUCTION ADMINISTRATOR III	$225.00
CONSTRUCTION ADMINISTRATOR II	$200.00
CONSTRUCTION ADMINISTRATOR I	$190.00
CONSTRUCTION INSPECTOR	$170.00
PROJECT ADMINISTRATOR IV	$140.00
PROJECT ADMINISTRATOR III	$130.00
PROJECT ADMINISTRATOR II	$110.00
PROJECT ADMINISTRATOR I	$90.00
ADMINISTRATOR III	$80.00
ADMINISTRATOR II	$70.00
ADMINISTRATOR I	$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN EFFECT UNTIL DECEMBER 2022.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty third day of June in the year 2022

(Paragraph Deleted)

BETWEEN the Architect's client identified as the Owner:

(Paragraph Deleted)

City of Conroe 300 W. Davis Street
Conroe, Texas 77301

and the Architect:

(Paragraph Deleted)

PGAL 3131 Briarpark Drive
Suite 200
Houston, Texas 77042

for the following Project:

(Paragraph Deleted)

Conroe Fire Station No. 8
Corner of FM 3083 and Presswood Drive
Conroe, Texas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

The proposed new Fire Station is expected to be a one story, three apparatus bay station with seven staff dorms and two officer dorms. The design of the station is expected to be substantially similar to the design of Fire Station No. 7 that is located at 7971 Longmire Road that was designed by PGAL. The exterior design of the building is expected to match Station No. 7 with possibly only a color change. The site will require the design of Fire Station No. 7 be mirrored to work on the new site. The City wishes to make minor revisions to the Station No. 7 design. These changes include the following:

- Cut the size of the pantries
- Make the kitchen island smaller and create a stand alone dining table
- Add an additional dorm room
- Divide the officer office into two separate offices
- Create a separate space for the extractor
- Enlarge the gear room
- Remove the stair and conditioned room over the gear room
- Provide a open storage mezzanine over the support spaces in the apparatus bays with ladder access
- Extend the apparatus bays to align with the support spaces
- Relocate the electrical room away from the dorm rooms
- Provide a ceiling fan in the day room and fitness room

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- Provide a wrought iron fence surrounding the property
- Revise design of the monument sign to make it larger
- Revise landscape design
- Revise the kitchen hood size
- Provide ramps from the living spaces into the apparatus bays

The final size of the building is expected to be approximately 11,000 square feet and will be confirmed during schematic design phase of this project.

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

Site work is expected to include the construction of new drives, surface parking and other related site improvements as required for the new building and similar to Fire Station No. 7. This project is expected to provide a pre-engineered canopy that will be 20 feet deep located on the site. The utilities and adjacent roads are in place at the edge of the site and are expected to be capable of accommodating this project. We are not expecting that any off-site improvements will be required. We will provide an Additional Service to design the widening of Presswood Drive from F.M. 3083 to the south edge of the site. We understand that detention for this site will be required. The station will not require a communication tower. The number of parking spaces provided at Station No. 7 should be provided at Station No. 8.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph Deleted)

$5,500,000.00 for construction

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Notice to Proceed: June 23, 2022
Completion of Construction Documents: November 11, 2022

.2 Construction commencement date:

January 2, 2023

.3 Substantial Completion date or dates:

February 16, 2024

(Paragraph Deleted)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph Deleted)

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The City has hired AGCM to manage the design phase of the project and to provide constructability reviews of our design. We will work with AGCM to advance the project. The City is expecting to utilize the Construction Management at Risk delivery method for the project. We will assist the City as requested to select the CMAR.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph Deleted)

The new building is not expected to be designed to achieve LEED certification. If desired, LEED certification will be considered an additional service to this proposal.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(Paragraph Deleted)

Ken Kreger Fire Chief/Emergency Management Coordinator

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(Paragraph Deleted)

*

Paul Kullman, AIA

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraph Deleted)

.1 **Security**:

TBD

.2 Civil Engineer (Offsite Work):

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TBD

.3 **Low Voltage:**

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(Paragraph Deleted)

Jeff Gerber, AIA
3131 Briarpark Drive
Suite 200
Houston, Texas 77042

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph Deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Garza McLain

.2 MEP Engineer:

DBR

.3 Civil Engineer (Onsite Work):

Vogt

§ 1.1.11.2 Consultants retained under Specified Additional Services:

Surveying – Topographic Survey

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Tree Survey – Tree Survey
Geotechnical Engineering – Geotechnical Report

§ 1.1.12 Other Initial Information on which the Agreement is based:

It is expected that a significant amount of the Fire Station No. 7 construction documents can be used as constructed. We expect the following components to be fully designed and not be similar to Fire Station No. 7:

- Site/Civil design
- Landscape design
- Foundation design
- Energy code updates
- TDLR updates

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million ($ 1,000,000) for each occurrence and two million ($ 2,000,000) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than two million ($ 2,000,000) each accident, two million ($ 2,000,000) each employee, and two million ($ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million ($ 5,000,000) per claim and five million ($ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, plumbing, civil (on-site) engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(Paragraph Deleted)

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

(Paragraph Deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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(Paragraph Deleted)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph Deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and CMAR in establishing a list of prospective subcontractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and CMAR in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and CMAR in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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(Paragraphs Deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific

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Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Additional Services: If services other than those described as Basic Services and Specified Additional Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule. Additional Services include but are not limited to the following:

Professional renderings, models and computer animations.
Any design consultants other than those specifically included.
Environmental survey.
Design of FFE.
Security design services.
Data/Technology design services.
LEED certification.
Energy Modeling.
Commissioning services.
Design of off-site improvements.
Design of traffic signals.
Value engineering services.
Detailed cost estimates.
Revisions to approved documents.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Fifty six (56) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs Deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

(Paragraph Deleted)

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

(Paragraph Deleted)

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

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Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the actual date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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User Notes: (3B9ADA43)

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Basic Services: Basic Services for the design of the Fire Station No. 8 will be a Lump Sum of $269,000.00. This fee will include architectural, interiors, structural engineering, MEP engineering, civil, landscaping and irrigation design.

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.2 For the Architect's Specified Additional Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Alta Survey Lump Sum of $15,000.00
Tree Survey Lump Sum of $8,000.00
Geotechnical Survey Lump Sum of $15,000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

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User Notes: (3B9ADA43)

If services other than those described as Basic Services and Specified Additional Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule.

(Paragraph Deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs Deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth on the attached rate schedule. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph Deleted)

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

(Paragraph Deleted)

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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User Notes: (3B9ADA43)

(Paragraphs Deleted)

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

We would recommend a reimbursable expenses budget of $5,000.00 be established for the project.

(Paragraph Deleted)

§ 11.10 Payments to the Architect

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraph Deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraph Deleted)

Not Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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User Notes: (3B9ADA43)

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
	Jeff Gerber, AIA CEO

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User Notes: (3B9ADA43)

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	06.22.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

Description
Discuss requested partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of a Sanitary Sewer Easement (Doc No. 2020110484 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

WINDROSE
LAND SURVEYING | PLATTING

June 8, 2022

City of Conroe
City Council and
Director of Capital Projects/Transportation
P.O. Box 3066
Conroe, TX 77305

RE: Request for Sanitary Sewer Easement Abandonment

Dear Director and Council Members,

On behalf of the developer, Meritage Homes, we would like to formally request to be placed on the City Council Agenda for the next available meeting to request a Partial Abandonment of a Sanitary Sewer Easement (Doc#2020110484). This is a requirement prior to final plat approval.

Attached please find the request for abandonment package.

Thank you for your time and consideration.

Sincerely,

Melissa Powers
Platting Coordinator
Melissa.powers@windroseservices.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON. YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

PARTIAL RELEASE OF SANITARY SEWER EASEMENT

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS

COUNTY OF MONTGOMERY §

WHEREAS by that certain Sanitary Sewer Easement dated September 22, 2020 (the Sanitary Sewer Easement"), recorded under Clerk's File No. 2020110484 did grant, sell and convey to the City of Conroe, Texas an Sanitary Sewer Easement, through, across and along that 2.7289 Acres of land in the James Edwards League, A- 190, Montgomery County, Texas Being out of the 122.90 Acre Tract of Land recorded under Clerk File Number 2019096420 Which that 2.7289 Acre tract is more particularly described in such recorded instrument, and to which recorded instrument reference is made for further description of such easement; and

WHEREAS, the property described in Exhibit "A" to this Partial Release of Sanitary Sewer Easement is no longer required by the City of Conroe for the Sanitary Sewer Easement of any kind;

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conroe does here by RELEASE, AND FOREVER DISCHARGE from the said Sanitary Sewer Easement the following described property

0.5536 acres of land in the James Edwards League, A-190, Montgomery County, Texas tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes recorded under Clerk's File No. 2019096420.

THIS IS A PARTIAL RELEASE OF THE Sanitary Sewer Easement dated September 22, 2022 (the "Sanitary Sewer Easement"), recorded under Clerk's File No. 20200110484.

SIGNED this _____day of _____,20___

CITY OF CONROE, TEXAS

By: _____
Jody Czajkoski, Mayor

STATE OF TEXAS §
MONTGOMERY COUNTY §

_____

This instrument was acknowledged before me on this _____ day of _____,20___ , by Jody Czajkoski, Mayor of the City of Conroe, Texas.

After recording return to: City

Notary Public, State of Texas

Secretary
P.O. Box 3066 Conroe,
Texas 77305
(Engineering)

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
0.5536 OF AN ACRE OR 24,115 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.5536 OF AN ACRE OR 24,115 SQUARE FEET OF LAND SITUATED IN THE JAMES EDWARDS LEAGUE, ABSTRACT NO. 190, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 122.30 ACRE TRACT AND A CALLED 0.9972 ACRE TRACT, DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, RECORDED IN DOCUMENT (DOC.) NO. 2019096420, OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.), WITH SAID 0.5536 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1 INCH IRON PIPE FOND MARKING THE NORTHWEST CORNER OF LOT 81, TEASWOOD SECTION TWO, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, MONTGOMERY COUNTY PLAT RECORDS (M.C.P.R.), THE SOUTHWEST CORNER OF SAID 122.30 ACRE TRACT;

THENCE, SOUTH 78 DEG. 06 MIN. 24 SEC. EAST, ALONG THE COMMON LINE OF TEASWOOD SECTION TWO AND SAID 122.30 ACRE TRACT, A DISTANCE OF 834.39 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 11 DEG. 53 MIN. 36 SEC. EAST, A DISTANCE OF 765.43 FEET TO THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

NORTH 16 DEG. 13 MIN. 39 SEC. EAST, A DISTANCE OF 37.29 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

SOUTH 72 DEG. 01 MIN. 45 SEC. EAST, A DISTANCE OF 75.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 23 MIN. 16 SEC., AN ARC LENGTH OF 26.61 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG. 20 MIN. 07 SEC. EAST – 26.60 FEET TO A POINT OF REVERSE CURVATURE;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38, AND A CHORD BEARING AND DISTANCE OF NORTH 78 DEG. 50 MIN. 33 SEC. EAST – 26.88 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 07 DEG. 50 MIN. 04 SEC., AN ARC LENGTH OF 63.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEG. 55 MIN. 50 SEC. EAST – 63.53 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEG. 42 MIN. 13 SEC. EAST – 26.88 FEET TO A POINT OF REVERSE CURVATURE;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 19 DEG. 46 MIN. 34 SEC., AN ARC LENGTH OF 155.32 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEG. 19 MIN. 54 SEC. EAST – 154.55 FEET TO A POINT OF REVERSE CURVATURE;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEG. 57 MIN. 36 SEC. EAST – 26.88 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 02 DEG. 10 MIN. 15 SEC., AN ARC LENGTH OF 17.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 31 DEG. 33 MIN. 53 SEC. EAST – 17.62 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 31 DEG. 33 MIN. 37 SEC., AN ARC LENGTH OF 212.07 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 81 DEG. 23 MIN. 17 SEC. EAST – 209.40 FEET TO A POINT;

SOUTH 07 DEG. 34 MIN. 19 SEC. WEST, A DISTANCE OF 34.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 29 DEG. 11 MIN. 08 SEC., AN ARC LENGTH OF 179.30 FEET AND A CHORD BEARING AND DISTANCE OF

SOUTH 82 DEG. 58 MIN. 45 SEC. WEST – 177.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74 DEG. 41 MIN. 00 SEC., AN ARC LENGTH OF 32.59 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 31 DEG. 02 MIN. 42 SEC. WEST – 30.33 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 354.73 FEET, A CENTRAL ANGLE OF 05 DEG. 51 MIN. 31 SEC., AN ARC LENGTH OF 36.27 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEG. 34 MIN. 03 SEC. WEST – 36.26 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 433.09 FEET, A CENTRAL ANGLE OF 56 DEG. 05 MIN. 52 SEC., AN ARC LENGTH OF 424.04 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 52 DEG. 30 MIN. 26 SEC. WEST – 407.30 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.5536 OF AN ACRE OF 24,115 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55171-AXS-1-R2, PREPARED BY WINDROSE LAND SERVICES.



LUCAS G. DAVIS
R.P.L.S. NO. 6599
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

07-30-2020
DATE
R1: 10-01-2020
R2: 06-03-2022

713.458.2281 | 11111 RICHMOND, STE 150, HOUSTON, TX 77082

NORTH

SCALE: 1" = 300'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

CURVE CHART

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	450.00'	3°23'16"	26.61'	S 70°20'07" E	26.60'
C2	25.00'	65°01'57"	28.38'	N 78°50'33" E	26.88'
C3	465.00'	7°50'04"	63.58'	S 61°55'50" E	63.53'
C4	25.00'	65°01'57"	28.38'	S 22°42'13" E	26.88'
C5	450.00'	19°46'34"	155.32'	S 45°19'54" E	154.55'
C6	25.00'	65°01'57"	28.38'	S 67°57'36" E	26.88'
C7	465.00'	2°10'15"	17.62'	S 31°33'53" E	17.62'
C8	385.00'	31°33'37"	212.07'	N 81°23'17" E	209.40'
C9	352.00'	29°11'08"	179.30'	S 82°58'45" W	177.37'
C10	25.00'	74°41'00"	32.59'	S 31°02'42" W	30.33'
C11	354.73'	5°51'31"	36.27'	S 61°34'03" W	36.26'
C12	433.09'	56°05'52"	424.04'	N 52°30'26" W	407.30'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 16°13'39" E	37.29'
L2	S 72°01'45" E	75.66'
L3	S 07°34'19" W	34.92'

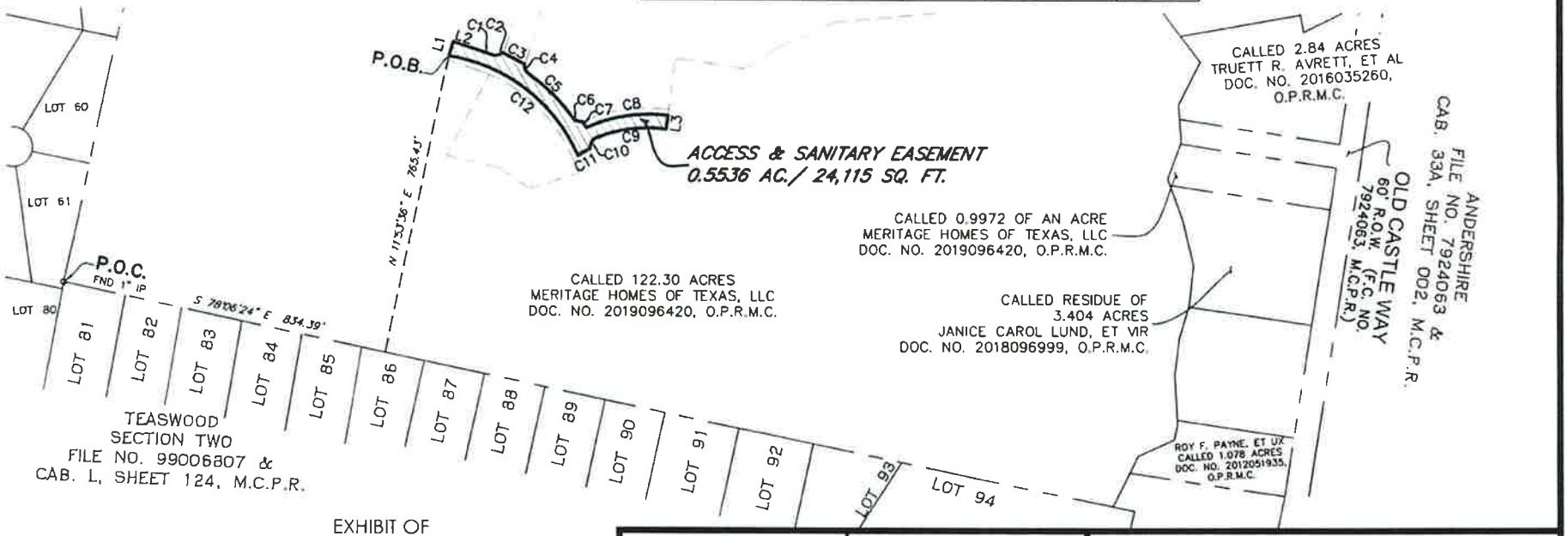


EXHIBIT OF
ACCESS & SANITARY EASEMENT
0.5536 AC./ 24,115 SQ. FT.
SITUATED IN THE
JAMES EDWARDS LEAGUE, A-190
MONTGOMERY COUNTY, TEXAS

FIELDED BY	-	DATE	07-30-2020
DRAWN BY	MAP	REV	06-07-2022
CHECKED BY	CL	REV	
JOB NO.	55171-AXS-1-R2	REV	
SHEET 1 OF 3		REV	

WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

RECEIVED
JUN 08 2022
ENGINEERING DEPARTMENT

DOC #2020110484

7

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CITY OF CONROE

SANITARY SEWER EASEMENT

RECEIVED
JUN 08 2022
ENGINEERING DEPARTMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That Meritage Homes OF Texas LLC (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of Ten and no/100 ($10.00) DOLLARS to the undersigned in hand paid by the CITY OF CONROE, TEXAS, a Texas home rule city (hereinafter called "City"), and other good and valuable consideration the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along all that certain lot tract or parcel of land described in Exhibits "A" & "B", attached hereto and made a part hereof by reference for all purposes.

The easement conveyed herein is for the purpose of opening, constructing and maintaining a sanitary sewer main, together with all necessary laterals, connections and appurtenances in, under, along, upon and across said premises described in Exhibits "A" & "B", together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which City deems necessary.

Except as expressly herein provided, nothing in this easement shall be construed as a waiver by the City of any assessment, impact fee, lot fee, acreage fee, pro rata charge, tap fee or other fee or charge imposed by the City of Conroe, Texas.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Conroe, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof

DATED this 22nd day of September, 2020.

SANITARY SEWER EASEMENT

NAME:

By: _____

Name Printed: _____

Title: _____

NAME:

By: _____

Name Printed: David Jordan

Title: Senior VP - Land

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 22nd day of September, 2020, by David Jordan AND _____ OF Meritage Homes of Texas, LLC

SHANNON WIESEPAPE
Notary Public, State of Texas
Comm. Expires 05-15-2021
Notary ID 126092912

Shannon Wiesepape
Notary Public, State of Texas

After recording return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

WINDROSE

DESCRIPTION OF
2.7289 ACRES OR 118,873 SQ. FT.

A TRACT OR PARCEL CONTAINING 2.7289 ACRES OR 118,873 SQUARE FEET OF LAND SITUATED IN THE JAMES EDWARDS LEAGUE, ABSTRACT NO. 190, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 122.30 ACRE TRACT AND A CALLED 0.9972 ACRE TRACT, DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, RECORDED IN DOCUMENT (DOC.) NO. 2019096420, OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.), WITH SAID 2.7289 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1 INCH IRON PIPE FOND MARKING THE NORTHWEST CORNER OF LOT 81, TEASWOOD SECTION TWO, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, MONTGOMERY COUNTY PLAT RECORDS (M.C.P.R.), THE SOUTHWEST CORNER OF SAID 122.30 ACRE TRACT AND OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 78 DEG. 06 MIN. 24 SEC. EAST, ALONG THE COMMON LINE OF TEASWOOD SECTION TOW, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, M.C.P.R. AND SAID 122.30 ACRE TRACT, A DISTANCE OF 834.39 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

NORTH 11 DEG. 53 MIN. 36 SEC. EAST, A DISTANCE OF 765.43 FEET TO A WEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

NORTH 16 DEG. 13 MIN. 39 SEC. EAST, A DISTANCE OF 37.29 FEET TO A WEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

SOUTH 72 DEG. 01 MIN. 45 SEC. EAST, A DISTANCE OF 75.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 408.04 FEET, A CENTRAL ANGLE OF 03 DEG 43 MIN. 18 SEC., AN ARC LENGTH OF 26.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG. 15 MIN. 18 SEC. EAST – 26.50 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.13 FEET, A CENTRAL ANGLE OF 64 DEG. 57 MIN. 05 SEC . AN ARC LENGTH OF 28.49, AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG. 15 MIN. 18 SEC EAST – 26.50 FEET TO A REVERSE CURVATURE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 35 DEG. 22 MIN. 06 SEC., AN ARC LENGTH OF 287.04 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 48 DEG. 09 MIN. 49 SEC. EAST – 282.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 63 DEG. 35 MIN. 24 SEC., AN ARC LENGTH OF 427.29 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEG. 35 MIN. 50 SEC. EAST – 405.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 48 DEG. 25 MIN. 00 SEC., AN ARC LENGTH OF 409.84 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEG. 25 MIN. 18 SEC. EAST – 397.75 FEET TO A POINT OF TANGENCY;

NORTH 84 DEG. 37 MIN. 48 SEC. EAST, A DISTANCE OF 358.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 87 DEG. 02 MIN 41 SEC., AN ARC LENGTH OF 91.15 FEET AND A CHORD BEARING AND DISTANCE OF 51 DEG 50 MIN. 51 SEC. EAST – 82.64 FEET TO A POINT OF TANGENCY;

SOUTH 08 DEG. 19 MIN. 31 SEC. EAST, A DISTANCE OF 118.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 86 DEG. 47 MIN 47 SEC., AN ARC LENGTH OF 53.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEG. 43 MIN. 24 SEC. EAST – 48 09 FEET TO A POINT OF TANGENCY;

NORTH 84 DEG 52 MIN 48 SEC. EAST, A DISTANCE OF 110 86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT,

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 16 DEG. 59 MIN. 57 SEC., AN ARC LENGTH OF 96.42 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 86 DEG. 37 MIN. 19 SEC. EAST – 96.07 FEET TO A POINT OF TANGENCY;

SOUTH 78 DEG. 07 MIN. 21 SEC. EAST, A DISTANCE OF 72.82 FEET TO A POINT ON THE EAST LINE OF SAID 122.30 ACRE TRACT, FOR AN ANGLE POINT

THENCE, SOUTH 20 DEG. 38 MIN 33 SEC. WEST, ALONG SAID EAST LINE A DISTANCE OF 4.62 FEET TO THE NORTHWEST CORNER OF A CALLED 0.9972 OF AN ACRE TRACT DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED UNDER DOCUMENT NO. 2019096420 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY TEXAS, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 81 DEG. 15 MIN. 22 SEC. EAST, ALONG THE NORTH LINE OF SAID 0.9972 OF AN ACRE TRACT, A DISTANCE OF 395.70 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF OLD CASTLE WAY (60' R.O.W.), RECORDED IN F.C. NO. 7924063, M.C.P.R., SAME BEING THE NORTHEAST CORNER OF SAID 0.9972 OF AN ACRE TRACT AND AN EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 08 DEG. 45 MIN. 07 SEC. WEST, ALONG THE WEST R.O.W. LINE OF SAID OLD CASTLE WAY, A DISTANCE OF 10.74 FEET TO A EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, OVER AND ACROSS SAID 0.9972 OF AN ACRE TRACT AND SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 81 DEG. 15 MIN. 37 SEC. WEST, A DISTANCE OF 77.37 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09 DEG. 03 MIN. 53 SEC., AN ARC LENGTH OF 43.51 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 85 DEG. 47 MIN. 33 SEC. WEST – 43.46 FEET TO A POINT OF TANGENCY;

SOUTH 89 DEG. 40 MIN. 30 SEC. WEST, A DISTANCE OF 184.33 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12 DEG. 12 MIN. 10 SEC., AN ARC LENGTH OF 69.22 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEG. 13 MIN. 25 SEC. WEST – 69.09 FEET TO A POINT OF TANGENCY;

NORTH 78 DEG. 07 MIN. 21 SEC. WEST, A DISTANCE OF 98.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16 DEG. 59 MIN. 57 SEC., AN ARC LENGTH OF 81.59 FEET, AN A CHORD BEARING AND DISTANCE OF NORTH 86 DEG. 37 MIN. 19 SEC. WEST – 81.29 FEET TO A POINT OF TANGENCY;

SOUTH 84 DEG. 52 MIN. 43 SEC. WEST, A DISTANCE OF 195.13 FEET TO AN ANGLE POINT;

NORTH 07 DEG. 12 MIN. 09 SEC. WEST, A DISTANCE OF 198.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 87 DEG. 02 MIN 41 SEC., AN ARC LENGTH OF 15.19 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 51 DEG. 50 MIN. 51 SEC. WEST – 13.77 FEET TO A POINT OF TANGENCY;

SOUTH 84 DEG. 37 MIN. 48 SEC. WEST, A DISTANCE OF 358.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 54 DEG. 46 MIN. 43 SEC., AN ARC LENGTH OF 415.89 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEG. 14 MIN. 26 SEC. WEST – 400.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

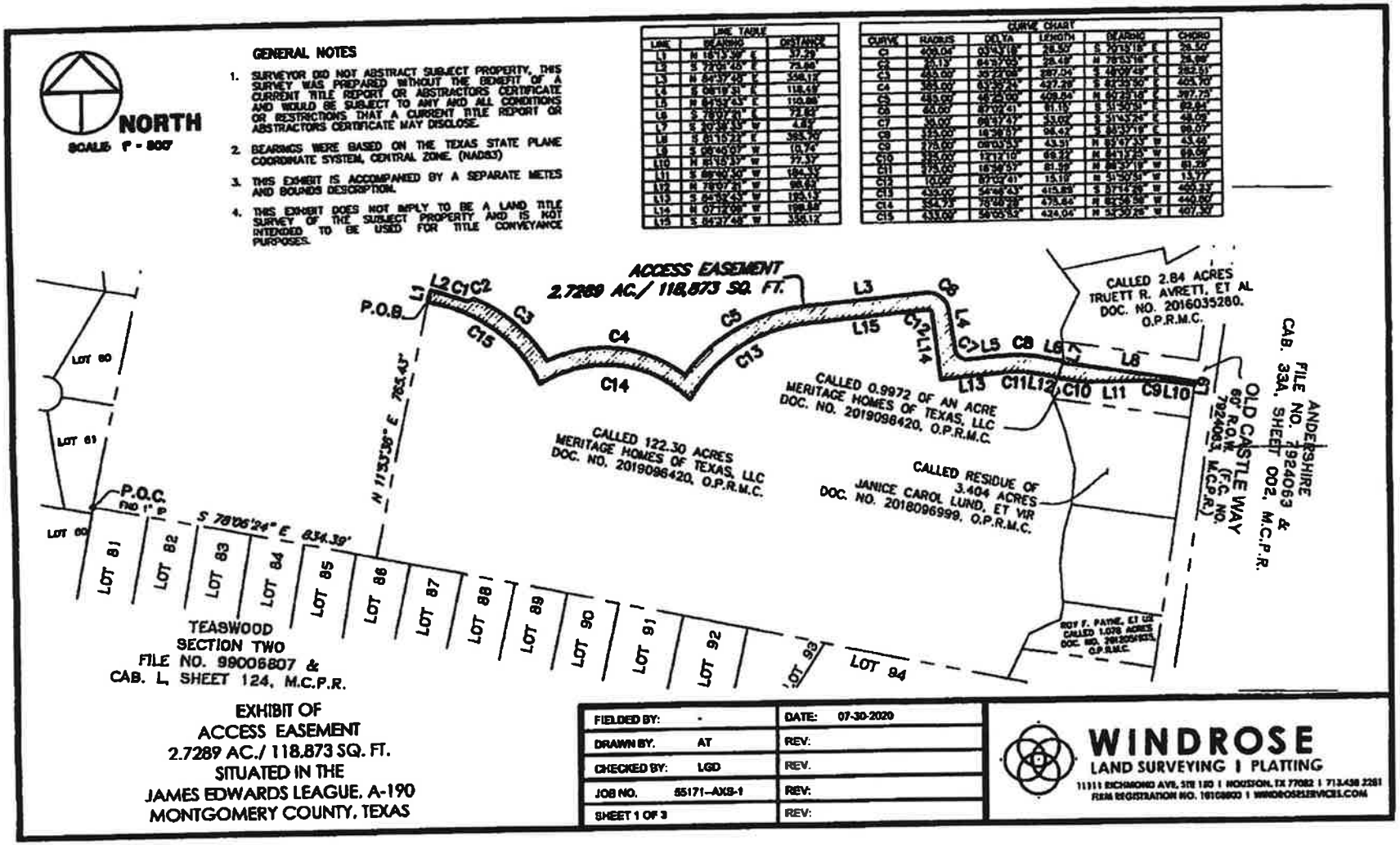
ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 354.73 FEET, A CENTRAL ANGLE OF 76 DEG. 49 MIN. 28 SEC., AN ARC LENGTH OF 475.64 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEG. 56 MIN. 59 SEC. WEST – 440.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 433.09 FEET, A CENTRAL ANGLE OF 56 DEG. 05 MIN. 52 SEC., AN ARC LENGTH OF 424.04 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 52 DEG. 30 MIN. 26 SEC. WEST – 407.30 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.7289 ACRES OF 118,873 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 5517I-AXS-1, PREPARED Y WINDROSE LAND SERVICES.

LUCAS G. DAVIS
R.P.L.S NO 6599
STATE OF TEXAS
FIRM REGISTRATION NO 10108800

LUCAS G. DAVIS

07-30-2020
DATE:


NORTH
SCALE: 1" = 800'
GENERAL NOTES
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.
LINE TABLE
CURVE CHART
ACCESS EASEMENT
2.7289 AC./ 118,873 SQ. FT.
P.O.B
P.O.C
FND 1" IP
S 78°06'24" E 834.39'
N 11°53'36" E 765.43'
CALLED 2.84 ACRES
TRUETT R. AVRETT, ET AL
DOC. NO. 2016035280.
O.P.R.M.C.
CALLED 0.9972 OF AN ACRE
MERITAGE HOMES OF TEXAS, LLC
DOC. NO. 2019096420, O.P.R.M.C.
CALLED 122.30 ACRES
MERITAGE HOMES OF TEXAS, LLC
DOC. NO. 2019096420, O.P.R.M.C.
CALLED RESIDUE OF
3.404 ACRES
JANICE CAROL LUND, ET VIR
DOC. NO. 2018096999, O.P.R.M.C.
OLD CASTLE WAY
60' R.O.W.
(F.C. NO. 7924063, M.C.P.R.)
FILE NO. 7924063 &
CAB. 33A, SHEET 002, M.C.P.R.
LOT 80
LOT 81
LOT 82
LOT 83
LOT 84
LOT 85
LOT 86
LOT 87
LOT 88
LOT 89
LOT 90
LOT 91
LOT 92
LOT 93
LOT 94
TEASWOOD
SECTION TWO
FILE NO. 99006807 &
CAB. L, SHEET 124, M.C.P.R.
EXHIBIT OF
ACCESS EASEMENT
2.7289 AC./ 118,873 SQ. FT.
SITUATED IN THE
JAMES EDWARDS LEAGUE, A-190
MONTGOMERY COUNTY, TEXAS
FIELDED BY: -
DRAWN BY: AT
CHECKED BY: LGD
JOB NO. 55171-AXS-1
SHEET 1 OF 3
DATE: 07-30-2020
REV:
REV.
REV:
REV:
WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 180 | HOUSTON, TX 77082 | 713.438.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

Lienholder Consent to Grant of Sanitary Sewer Easement

Ronnie Montgomery and Jennifer Montgomery, collectively as "Beneficiary" Deed of Trust and Security Agreement date October 10, 2019 recorded as document #2019096421 in the records of Montgomery County Texas and as "Grantor" under that certain Special Warranty Deed with Vendor's Lien recorded as document #2019096420 in the records of Montgomery County hereby consent to the execution and recordation of the forgoing **Sanitary Sewer Easement** and the granting of the easement rights to the City of Conroe as set forth therein.

RONNIE MONTGOMERY

JENNIFER MONTGOMERY

[Acknowledgement follows]

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Ronnie Montgomery know to me the be the person whose name is subscribed to the forgoing instrument, and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September 2020

[SEAL]

KAREN L. GRANAD
Notary Public, State of Texas
Comm. Expires 05-16-2022
Notary ID 125695746

NOTARY PUBLIC IN AND OF THE SATE OF TEXAS

My Commission Expires:

5/16/22

KAREN GRANAD
Printed Name of Notary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Montgomery know to me the be the person whose name is subscribed to the forgoing instrument, and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September 2020

[SEAL]

KAREN L. GRANAD
Notary Public, State of Texas
Comm. Expires 05-16-2022
Notary ID 125695746

NOTARY PUBLIC IN AND OF THE SATE OF TEXAS

My Commission Expires:

5/16/22

KAREN GRANAD
Printed Name of Notary

Doc #: 2020110484
Pages 8

FILED FOR RECORD
10/01/2020 04:27PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

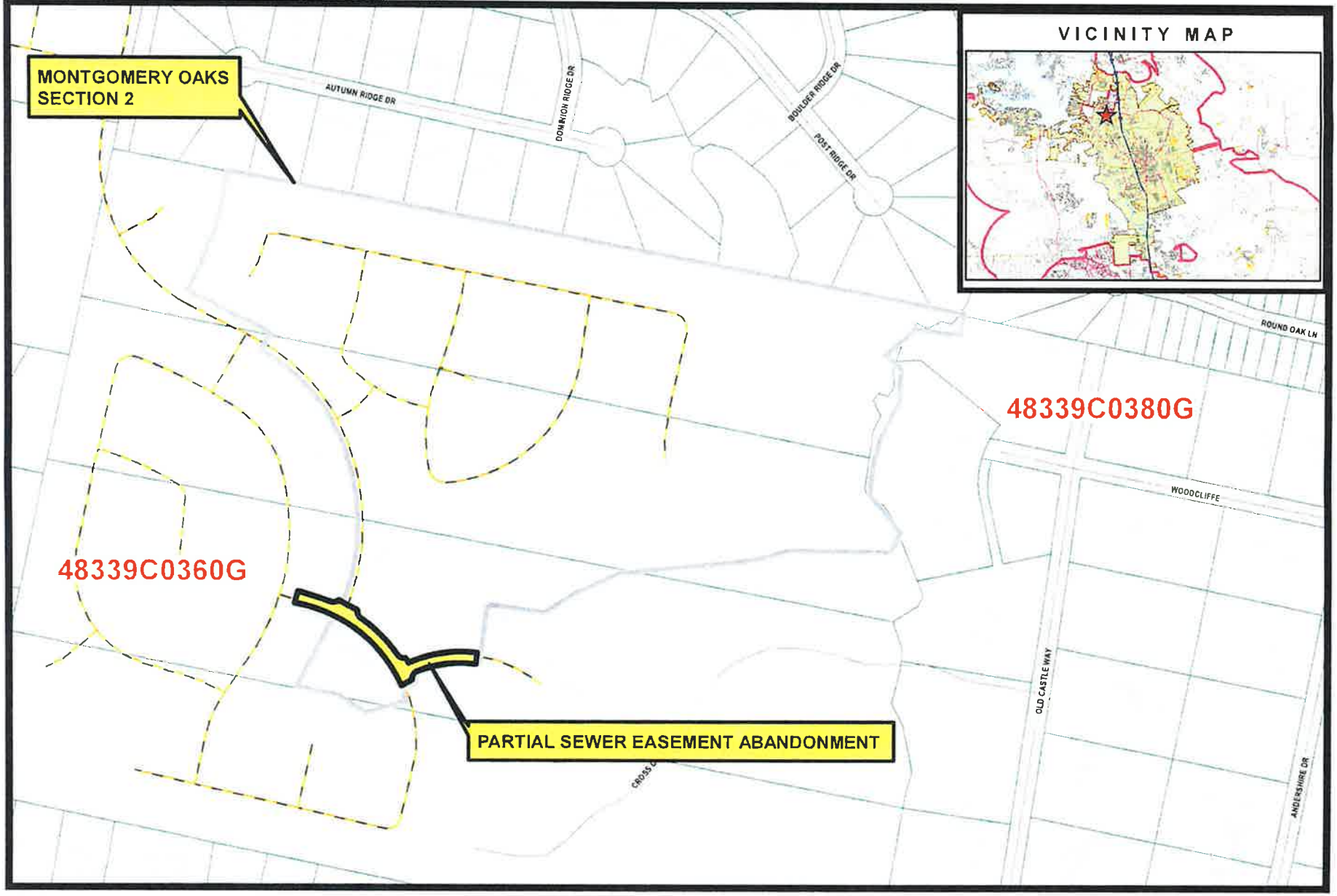
STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

10/01/2020

Mark Tumbull

County Clerk
Montgomery County, Texas

Disclaimer: This map was compiled utilizing an overlay onto the latest revision of the Flood Insurance Rate Map. As such it represents an approximate location of the property in relation to the legally adopted limits of the floodplain. 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 location of property boundaries. For complete accuracy, you must have a surveyor provide a completed Elevation Certificate for the property, with respect to FEMA designation and the legally adopted base flood elevation. The City of Conroe has established the legal limits of the floodplain based on the best available information at the time of the drainage study. The City of Conroe assumes no liability for the accuracy of this map.



N
W E
S

Scale: 1 inch = 400 feet

Date Issued: 06/23/2022

PARTIAL SEWER EASEMENT ABANDONMENT LOCATION MAP

Engineering Department
P. O. Box 3066 Conroe, Texas 77301
Phone (936) 522-3100 Fax (936) 522-3125
www.cityofconroe.org/comdev

Our Mission:

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

Meeting Date:	06.22.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☒ Hearing ☐ Consent
☐ Executive Session

Description
Public hearing for requested partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of a Sanitary Sewer Easement (Doc No. 2020110484 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

June 8, 2022

The Conroe Courier
523 N. Sam Houston Parkway E., Suite 600
Houston, Texas 77060

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING**
REQUEST FOR PARTIAL RELEASE OF A SANITARY SEWER EASEMENT IN THE PROPOSED MONTGOMERY OAKS SECTION 2 SUBDIVISION, CITY OF CONROE, TEXAS

Dear Courier:

Please publish the attached Public Hearing Notice in the June 13, 2022, issue of The Courier.

If you have any questions, please call me at (936) 522-3011. Thank you for your continued assistance.

Sincerely,

Soco M. Gorjón
City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING
REQUEST FOR PARTIAL RELEASE OF A SANITARY SEWER EASEMENT IN THE PROPOSED MONTGOMERY OAKS SECTION 2 SUBDIVISION, CITY OF CONROE, TEXAS

The City Council of the City of Conroe, Texas, will conduct a Public Hearing on Wednesday, **June 22, 2022**, at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearing is to receive public comment regarding a request for a partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision, which is located in Conroe, Texas.

A copy of the supporting documentation for the partial abandonment may be viewed in the office of the City Secretary on the 3rd Floor of City Hall at 300 West Davis, Conroe, Texas.

The public is invited to attend and make comment.

Signed this ___ day of June, 2022.

_____

Soco Gorjon
City Secretary

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	06.22.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

Description
Discuss requested partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of an Access Easement (Doc No. 2020110485 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

WINDROSE
AND SURVEYING | PLATTING

June 8, 2022

City of Conroe
City Council and
Director of Capital Projects/Transportation
P.O. Box 3066
Conroe, TX 77305

RE: Request for Access Easement Abandonment

Dear Director and Council Members,

On behalf of the developer, Meritage Homes, we would like to formally request to be placed on the City Council Agenda for the next available meeting to request a Partial Abandonment of an Access Easement (Doc#2020110485). This is a requirement prior to final plat approval.

Attached please find the request for abandonment package.

Thank you for your time and consideration.

Sincerely,

Melissa Powers
Platting Coordinator
Melissa.powers@windroseservices.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

PARTIAL RELEASE OF ACCESS EASEMENT

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS

COUNTY OF MONTGOMERY §

WHEREAS by that certain Access Easement dated September 22, 2020 (the Access Easement"), recorded under Clerk's File No. 2020110485 did grant, sell and convey to the City of Conroe, Texas an Access Easement, through, across and along that 2.7289 Acres of land in the James Edwards League, A- 190, Montgomery County, Texas Being out of the 122.90 Acre Tract of Land recorded under Clerk File Number 2019096420 Which that 2.7289 Acre tract is more particularly described in such recorded instrument, and to which recorded instrument reference is made for further description of such easement; and

WHEREAS, the property described in Exhibit "A" to this Partial Release of Access Easement is no longer required by the City of Conroe for the Access Easement of any kind;

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conroe does here by RELEASE, AND FOREVER DISCHARGE from the said Access Easement the following described property

0.5536 acres of land in the James Edwards League, A-190, Montgomery County, Texas tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes recorded under Clerk's File No.2019096420.

THIS IS A PARTIAL RELEASE OF THE Access Easement dated September 22, 2022 (the "Access Easement"), recorded under Clerk's File No. 20200110485.

SIGNED this _____day of _____,20___

CITY OF CONROE, TEXAS

By: _____
Jody Czajkoski, Mayor

STATE OF TEXAS §
MONTGOMERY COUNTY §

This instrument was acknowledged before me on this _____day of _____,20___ , by Jody Czajkoski, Mayor of the City of Conroe, Texas.

_____
Notary Public, State of Texas

After recording return to: City

Secretary
P.O. Box 3066 Conroe,
Texas 77305
(Engineering)

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
0.5536 OF AN ACRE OR 24,115 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.5536 OF AN ACRE OR 24,115 SQUARE FEET OF LAND SITUATED IN THE JAMES EDWARDS LEAGUE, ABSTRACT NO. 190, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 122.30 ACRE TRACT AND A CALLED 0.9972 ACRE TRACT, DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, RECORDED IN DOCUMENT (DOC.) NO. 2019096420, OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.), WITH SAID 0.5536 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1 INCH IRON PIPE FOND MARKING THE NORTHWEST CORNER OF LOT 81, TEASWOOD SECTION TWO, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, MONTGOMERY COUNTY PLAT RECORDS (M.C.P.R.), THE SOUTHWEST CORNER OF SAID 122.30 ACRE TRACT;

THENCE, SOUTH 78 DEG. 06 MIN. 24 SEC. EAST, ALONG THE COMMON LINE OF TEASWOOD SECTION TWO AND SAID 122.30 ACRE TRACT, A DISTANCE OF 834.39 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 11 DEG. 53 MIN. 36 SEC. EAST, A DISTANCE OF 765.43 FEET TO THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

NORTH 16 DEG. 13 MIN. 39 SEC. EAST, A DISTANCE OF 37.29 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

SOUTH 72 DEG. 01 MIN. 45 SEC. EAST, A DISTANCE OF 75.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 23 MIN. 16 SEC., AN ARC LENGTH OF 26.61 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG. 20 MIN. 07 SEC. EAST – 26.60 FEET TO A POINT OF REVERSE CURVATURE;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38, AND A CHORD BEARING AND DISTANCE OF NORTH 78 DEG. 50 MIN. 33 SEC. EAST – 26.88 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 07 DEG. 50 MIN. 04 SEC., AN ARC LENGTH OF 63.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEG. 55 MIN. 50 SEC. EAST – 63.53 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEG. 42 MIN. 13 SEC. EAST – 26.88 FEET TO A POINT OF REVERSE CURVATURE;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 19 DEG. 46 MIN. 34 SEC., AN ARC LENGTH OF 155.32 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEG. 19 MIN. 54 SEC. EAST – 154.55 FEET TO A POINT OF REVERSE CURVATURE;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65 DEG. 01 MIN. 57 SEC., AN ARC LENGTH OF 28.38 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEG. 57 MIN. 36 SEC. EAST – 26.88 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 02 DEG. 10 MIN. 15 SEC., AN ARC LENGTH OF 17.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 31 DEG. 33 MIN. 53 SEC. EAST – 17.62 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 31 DEG. 33 MIN. 37 SEC., AN ARC LENGTH OF 212.07 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 81 DEG. 23 MIN. 17 SEC. EAST – 209.40 FEET TO A POINT;

SOUTH 07 DEG. 34 MIN. 19 SEC. WEST, A DISTANCE OF 34.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 29 DEG. 11 MIN. 08 SEC., AN ARC LENGTH OF 179.30 FEET AND A CHORD BEARING AND DISTANCE OF

713.458.2281 | 11111 RICHMOND, STE 150, HOUSTON, TX 77082

SOUTH 82 DEG. 58 MIN. 45 SEC. WEST – 177.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74 DEG. 41 MIN. 00 SEC., AN ARC LENGTH OF 32.59 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 31 DEG. 02 MIN. 42 SEC. WEST – 30.33 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 354.73 FEET, A CENTRAL ANGLE OF 05 DEG. 51 MIN. 31 SEC., AN ARC LENGTH OF 36.27 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEG. 34 MIN. 03 SEC. WEST – 36.26 FEET TO THE END OF SAID CURVE AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 433.09 FEET, A CENTRAL ANGLE OF 56 DEG. 05 MIN. 52 SEC., AN ARC LENGTH OF 424.04 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 52 DEG. 30 MIN. 26 SEC. WEST – 407.30 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.5536 OF AN ACRE OF 24,115 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55171-AXS-1-R2, PREPARED BY WINDROSE LAND SERVICES.



LUCAS G. DAVIS
R.P.L.S. NO. 6599
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

07-30-2020
DATE
R1: 10-01-2020
R2: 06-03-2022

713.458.2281 | 11111 RICHMOND, STE 150, HOUSTON, TX 77082

NORTH

SCALE: 1" = 300'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	450.00'	3°23'16"	26.61'	S 70°20'07" E	26.60'
C2	25.00'	65°01'57"	28.38'	N 78°50'33" E	26.88'
C3	465.00'	7°50'04"	63.58'	S 61°55'50" E	63.53'
C4	25.00'	65°01'57"	28.38'	S 22°42'13" E	26.88'
C5	450.00'	19°46'34"	155.32'	S 45°19'54" E	154.55'
C6	25.00'	65°01'57"	28.38'	S 67°57'36" E	26.88'
C7	465.00'	2°10'15"	17.62'	S 31°33'53" E	17.62'
C8	385.00'	31°33'37"	212.07'	N 81°23'17" E	209.40'
C9	352.00'	29°11'08"	179.30'	S 82°58'45" W	177.37'
C10	25.00'	74°41'00"	32.59'	S 31°02'42" W	30.33'
C11	354.73'	5°51'31"	36.27'	S 61°34'03" W	36.26'
C12	433.09'	56°05'52"	424.04'	N 52°30'26" W	407.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°13'39" E	37.29'
L2	S 72°01'45" E	75.66'
L3	S 07°34'19" W	34.92'

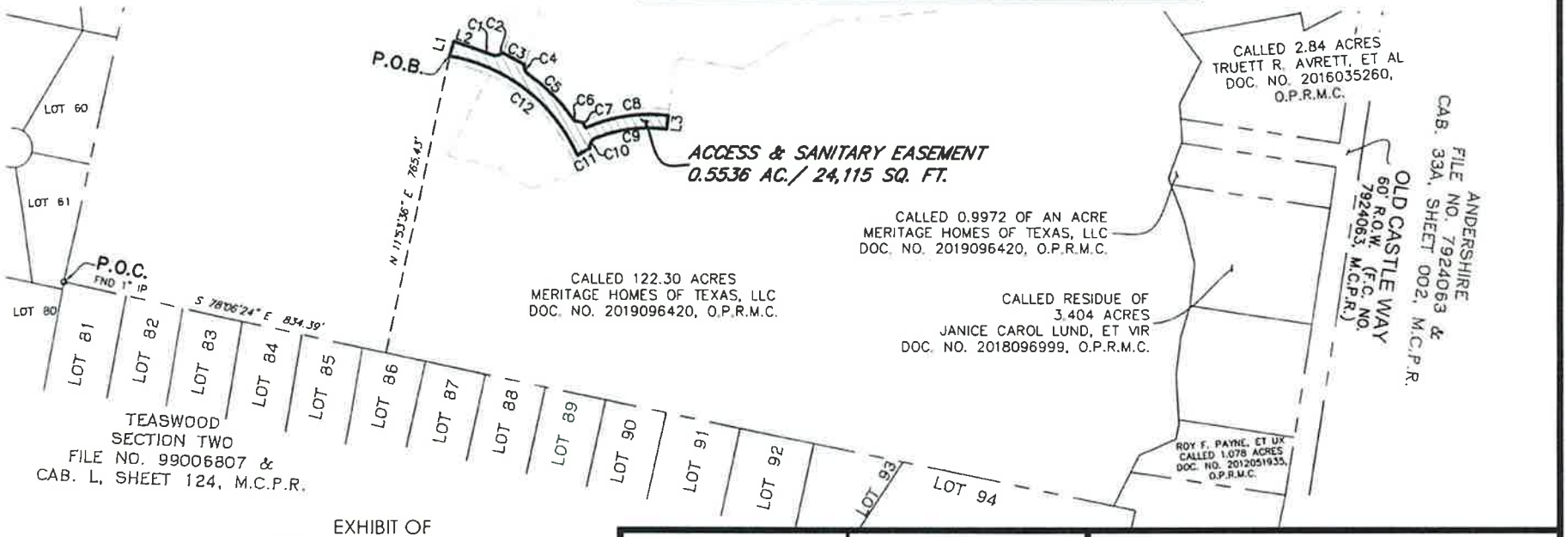


EXHIBIT OF
ACCESS & SANITARY EASEMENT
0.5536 AC./ 24,115 SQ. FT.
SITUATED IN THE
JAMES EDWARDS LEAGUE, A-190
MONTGOMERY COUNTY, TEXAS

FIELDED BY	-	DATE	07-30-2020
DRAWN BY	MAP	REV	06-07-2022
CHECKED BY	CL	REV	
JOB NO	55171-AXS-1-R2	REV	
SHEET 1 OF 3		REV	

WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

RECEIVED
JUN 08 2022
ENGINEERING DEPARTMENT

DOC #2020110485

RECEIVED
JUN 08 2022
ENGINEERING DEPARTMENT

7

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF CONROE

ACCESS EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That, Meritage Homes of Texas, LLC (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of Ten and no/100 ($10.00) DOLLARS to the undersigned in hand paid by the CITY OF CONROE, TEXAS, a Texas home rule city (hereinafter called "City"), and other good and valuable consideration the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, across and along a certain parcel of land generally described as 1.7389 acres of land in the James Edwards Survey, A-190, Montgomery County, Texas, and being more particularly described in Exhibits "A" & "B", attached hereto and made a part hereof by reference for all purposes.

The easement conveyed herein is solely for the purposes of permitting Grantee and its agents, employees and representatives the right of ingress and egress over and across the said premises in order to access other adjacent lands and easements held by Grantee. The easement is expressly intended to include the right to drive motor vehicles and other motorized equipment over and across the premises.

This easement is not intended and shall not be construed as a dedication for public street purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Conroe, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

DATED this 22nd day of September, 2020.

ACCESS EASEMENT

NAME:

By: _____

Name Printed: _____

Title: _____

NAME:

By: [signature]

Name Printed: David Jordan

Title: Senior VP-Land

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 22nd day of September, 2020, by David Jordan AND _____ OF Meritage Homes of Texas, LLC

SHANNON WIESEPAPE
Notary Public, State of Texas
Comm. Expires 05-15-2021
Notary ID 128092812

Shannon Wiesepape
Notary Public, State of Texas

After recording return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
2.7289 ACRES OR 118,873 SQ. FT.

A TRACT OR PARCEL CONTAINING 2.7289 ACRES OR 118,873 SQUARE FEET OF LAND SITUATED IN THE JAMES EDWARDS LEAGUE, ABSTRACT NO. 190, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 122.30 ACRE TRACT AND A CALLED 0.9972 ACRE TRACT, DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, RECORDED IN DOCUMENT (DOC.) NO. 2019096420, OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.), WITH SAID 2.7289 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1 INCH IRON PIPE FOND MARKING THE NORTHWEST CORNER OF LOT 81, TEASWOOD SECTION TWO, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, MONTGOMERY COUNTY PLAT RECORDS (M.C.P.R.), THE SOUTHWEST CORNER OF SAID 122.30 ACRE TRACT AND OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 78 DEG. 06 MIN. 24 SEC. EAST, ALONG THE COMMON LINE OF TEASWOOD SECTION TOW, MAP OR PLAT THEREOF RECORDED IN FILE NO. 99006807 AND CAB. L, SHEET 124, M.C.P.R. AND SAID 122.30 ACRE TRACT, A DISTANCE OF 834.39 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

NORTH 11 DEG. 53 MIN. 36 SEC. EAST, A DISTANCE OF 765.43 FEET TO A WEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

NORTH 16 DEG. 13 MIN. 39 SEC. EAST, A DISTANCE OF 37.29 FEET TO A WEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

SOUTH 72 DEG. 01 MIN. 45 SEC. EAST, A DISTANCE OF 75.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 408.04 FEET, A CENTRAL ANGLE OF 03 DEG. 43 MIN. 18 SEC., AN ARC LENGTH OF 26.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG 15 MIN. 18 SEC. EAST – 26.50 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.13 FEET, A CENTRAL ANGLE OF 64 DEG. 57 MIN. 05 SEC., AN ARC LENGTH OF 28.49, AND A CHORD BEARING AND DISTANCE OF SOUTH 70 DEG. 15 MIN. 18 SEC. EAST – 26.50 FEET TO A REVERSE CURVATURE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 35 DEG. 22 MIN. 06 SEC., AN ARC LENGTH OF 287.04 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 48 DEG. 09 MIN. 49 SEC. EAST – 282.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 63 DEG. 35 MIN. 24 SEC., AN ARC LENGTH OF 427.29 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEG. 35 MIN. 50 SEC. EAST – 405.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 48 DEG. 25 MIN. 00 SEC., AN ARC LENGTH OF 409.84 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEG. 25 MIN. 18 SEC. EAST – 397.75 FEET TO A POINT OF TANGENCY;

NORTH 84 DEG. 37 MIN. 48 SEC. EAST, A DISTANCE OF 358.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 87 DEG. 02 MIN. 41 SEC., AN ARC LENGTH OF 91.15 FEET AND A CHORD BEARING AND DISTANCE OF S1 DEG. 50 MIN. 51 SEC. EAST – 82.64 FEET TO A POINT OF TANGENCY;

SOUTH 08 DEG. 19 MIN. 31 SEC EAST, A DISTANCE OF 118.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 86 DEG. 47 MIN 47 SEC., AN ARC LENGTH OF 53.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEG. 43 MIN. 24 SEC. EAST – 48.09 FEET TO A POINT OF TANGENCY;

NORTH 84 DEG. 52 MIN. 43 SEC. EAST, A DISTANCE OF 110.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

713 458 2251 | 811 W. RICHMOND AVE, STE 190, HOUSTON, TX 77082

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 16 DEG. 59 MIN. 57 SEC., AN ARC LENGTH OF 96.42 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 86 DEG. 37 MIN. 19 SEC. EAST – 96.07 FEET TO A POINT OF TANGENCY;

SOUTH 78 DEG. 07 MIN. 21 SEC. EAST, A DISTANCE OF 72.82 FEET TO A POINT ON THE EAST LINE OF SAID 122.30 ACRE TRACT, FOR AN ANGLE POINT,

THENCE, SOUTH 20 DEG. 38 MIN 33 SEC WEST, ALONG SAID EAST LINE A DISTANCE OF 4.62 FEET TO THE NORTHWEST CORNER OF A CALLED 0.9972 OF AN ACRE TRACT DESCRIBED IN DEED TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED UNDER DOCUMENT NO. 2019096420 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY TEXAS, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 81 DEG. 15 MIN. 22 SEC. EAST, ALONG THE NORTH LINE OF SAID 0.9972 OF AN ACRE TRACT, A DISTANCE OF 395.70 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF OLD CASTLE WAY (60' R.O.W.), RECORDED IN F.C. NO. 7924063, M.C.P.R., SAME BEING THE NORTHEAST CORNER OF SAID 0.9972 OF AN ACRE TRACT AND AN EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 08 DEG. 45 MIN. 07 SEC. WEST, ALONG THE WEST R.O.W. LINE OF SAID OLD CASTLE WAY, A DISTANCE OF 10.74 FEET TO A EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, OVER AND ACROSS SAID 0.9972 OF AN ACRE TRACT AND SAID 122.30 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

NORTH 81 DEG. 15 MIN. 37 SEC. WEST, A DISTANCE OF 77.37 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09 DEG. 03 MIN. 59 SEC., AN ARC LENGTH OF 43.51 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 85 DEG. 47 MIN. 33 SEC. WEST – 43.46 FEET TO A POINT OF TANGENCY;

SOUTH 89 DEG. 40 MIN. 30 SEC WEST, A DISTANCE OF 184.33 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12 DEG. 12 MIN. 10 SEC., AN ARC LENGTH OF 69.22 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEG. 13 MIN. 25 SEC. WEST – 69.09 FEET TO A POINT OF TANGENCY;

NORTH 78 DEG. 07 MIN 21 SEC WEST, A DISTANCE OF 98.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16 DEG 59 MIN. 57 SEC., AN ARC LENGTH OF 81.59 FEET, AN A CHORD BEARING AND DISTANCE OF NORTH 86 DEG 37 MIN 19 SEC. WEST – 81.29 FEET TO A POINT OF TANGENCY;

SOUTH 84 DEG. 52 MIN. 43 SEC. WEST, A DISTANCE OF 195.13 FEET TO AN ANGLE POINT;

NORTH 07 DEG. 12 MIN. 09 SEC. WEST, A DISTANCE OF 198.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 87 DEG. 02 MIN 41 SEC., AN ARC LENGTH OF 15.19 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 51 DEG. 50 MIN. 51 SEC. WEST – 13.77 FEET TO A POINT OF TANGENCY;

SOUTH 84 DEG. 37 MIN. 48 SEC. WEST, A DISTANCE OF 358.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 54 DEG. 46 MIN. 43 SEC., AN ARC LENGTH OF 415.89 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEG. 14 MIN. 26 SEC. WEST – 400.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

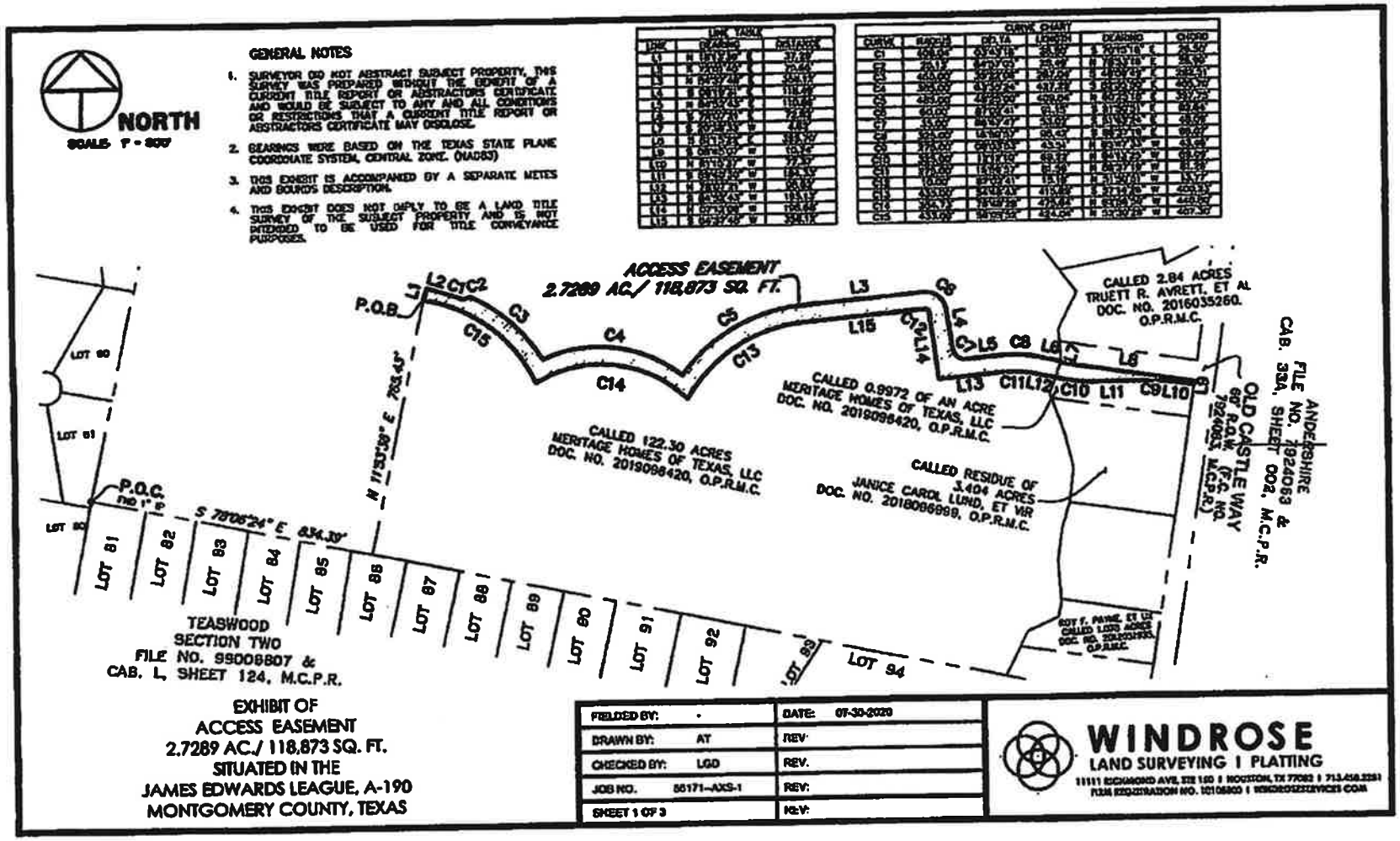
ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 354.73 FEET, A CENTRAL ANGLE OF 76 DEG. 49 MIN. 28 SEC., AN ARC LENGTH OF 475.64 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEG. 56 MIN. 59 SEC. WEST – 440.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 433.09 FEET, A CENTRAL ANGLE OF 56 DEG. 05 MIN. 52 SEC., AN ARC LENGTH OF 424.04 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 52 DEG. 30 MIN 26 SEC. WEST – 407.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.7289 ACRES OF 118,873 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 5517-AXS-1, PREPARED Y WINDROSE LAND SERVICES.

LUCAS G. DAVIS
R.P.L.S. NO. 6599
STATE OF TEXAS
FIRM REGISTRATION NO 10106800

STATE OF TEXAS
REGISTERED
LUCAS G. DAVIS
6599
PROFESSIONAL
LAND SURVEYOR

07-30-2020
DATE:


NORTH
SCALE: 1" = 300'
GENERAL NOTES
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT APPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.
ACCESS EASEMENT
2.7289 AC./ 118,873 SQ. FT.
P.O.B.
P.O.C.
FND 1" ø
S 78°06'24" E 834.39'
N 11°53'36" E 705.43'
CALLED 122.30 ACRES
MERITAGE HOMES OF TEXAS, LLC
DOC. NO. 2019098420, O.P.R.M.C.
CALLED 0.9972 OF AN ACRE
MERITAGE HOMES OF TEXAS, LLC
DOC. NO. 2019098420, O.P.R.M.C.
CALLED RESIDUE OF
3.404 ACRES
JANICE CAROL LUND, ET VIR
DOC. NO. 2018096999, O.P.R.M.C.
CALLED 2.84 ACRES
TRUETT R. AVRETT, ET AL
DOC. NO. 2016035260,
O.P.R.M.C.
OLD CASTLE WAY
60' R.O.W.
(F.C. NO. 7924063, M.C.P.R.)
ANDERBHIRE
FILE NO. 7924063 &
CAB. 33A, SHEET 002, M.C.P.R.
LOT 80
LOT 81
LOT 82
LOT 83
LOT 84
LOT 85
LOT 86
LOT 87
LOT 88
LOT 89
LOT 90
LOT 91
LOT 92
LOT 93
LOT 94
TEASWOOD
SECTION TWO
FILE NO. 9900807 &
CAB. L, SHEET 124, M.C.P.R.
EXHIBIT OF
ACCESS EASEMENT
2.7289 AC./ 118,873 SQ. FT.
SITUATED IN THE
JAMES EDWARDS LEAGUE, A-190
MONTGOMERY COUNTY, TEXAS
FIELDED BY:
DRAWN BY: AT
CHECKED BY: LGD
JOB NO. 55171-AXS-1
SHEET 1 OF 3
DATE: 07-30-2020
REV:
REV.
REV:
REV:
WINDROSE
LAND SURVEYING | PLATTING

Lienholder Consent to Grant of Access Easement

Ronnie Montgomery and Jennifer Montgomery, collectively as "Beneficiary" Deed of Trust and Security Agreement date October 10, 2019 recorded as document #2019096421 in the records of Montgomery County Texas and as "Grantor" under that certain Special Warranty Deed with Vendor's Lien recorded as document #2019096420 in the records of Montgomery County hereby consent to the execution and recordation of the forgoing Access Easement and the granting of the easement rights to the City of Conroe as set forth therein.

RONNIE MONTGOMERY

JENNIFER MONTGOMERY

[Acknowledgement follows]

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Ronnie Montgomery know to me the be the person whose name is subscribed to the forgoing instrument, and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September 2020

[SEAL] KAREN L. GRANAD
Notary Public, State of Texas
Comm. Expires 05-16-2022
Notary ID 126695746

NOTARY PUBLIC IN AND OF THE SATE OF TEXAS

My Commission Expires:

5/16/22

Karen Granad
Printed Name of Notary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Montgomery know to me the be the person whose name is subscribed to the forgoing instrument, and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September 2020

[SEAL] KAREN L GRANAD
Notary Public, State of Texas
Comm. Expires 05-16-2022
Notary ID 126695746

NOTARY PUBLIC IN AND OF THE SATE OF TEXAS

My Commission Expires:

5/16/22

Karen Granad
Printed Name of Notary

Doc #: 2020110485
Pages 8

FILED FOR RECORD
10/01/2020 04:27PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

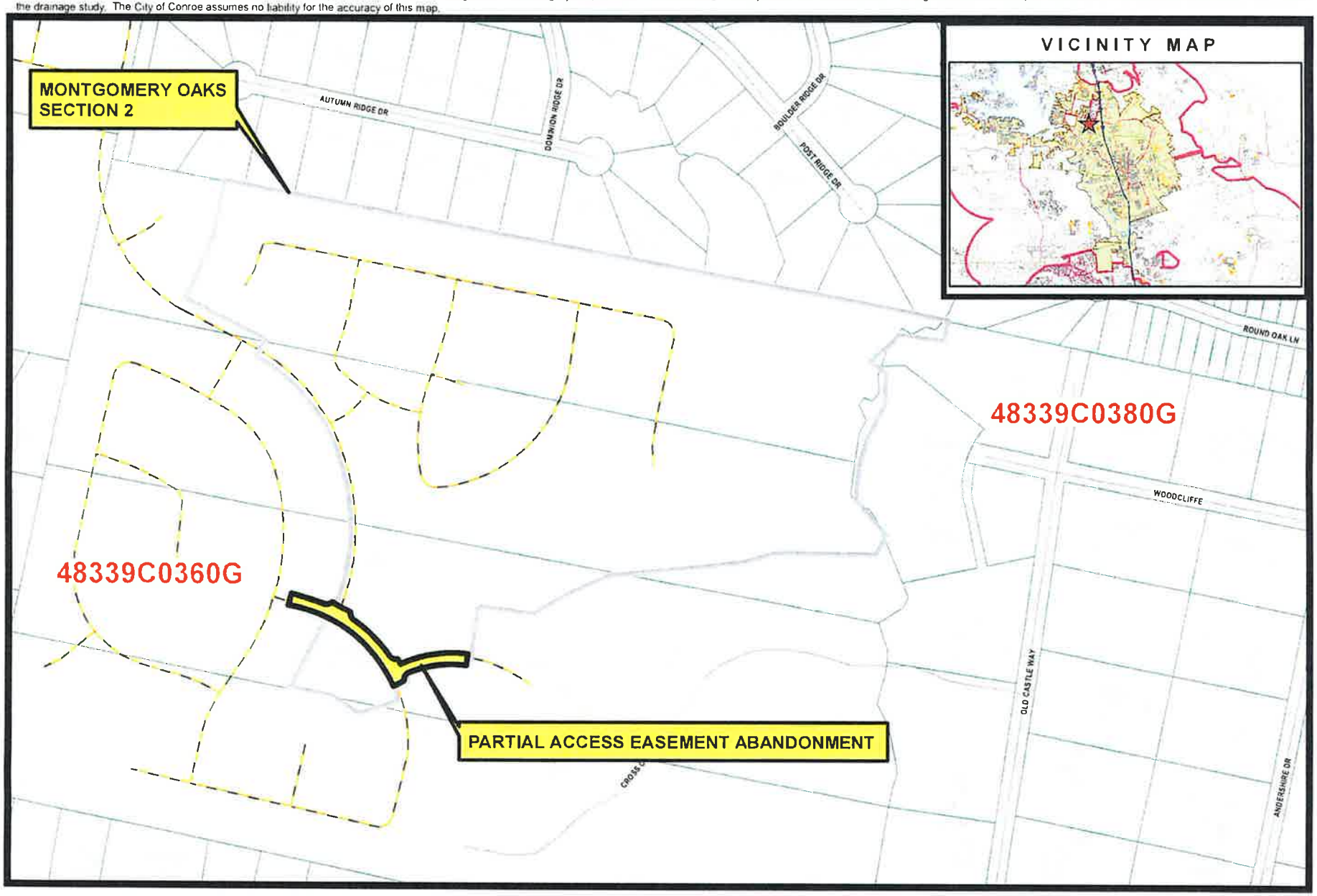
STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

10/01/2020

Mark Tumbull

County Clerk
Montgomery County, Texas

Disclaimer: This map was compiled utilizing an overlay onto the latest revision of the Flood Insurance Rate Map. As such it represents an approximate location of the property in relation to the legally adopted limits of the floodplain. 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 location of property boundaries. For complete accuracy, you must have a surveyor provide a completed Elevation Certificate for the property, with respect to FEMA designation and the legally adopted base flood elevation. The City of Conroe has established the legal limits of the floodplain based on the best available information at the time of the drainage study. The City of Conroe assumes no liability for the accuracy of this map.



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Scale: 1 inch = 400 feet

Date Issued: 06/23/2022

PARTIAL ACCESS EASEMENT ABANDONMENT LOCATION MAP

Engineering Department
P. O. Box 3066 Conroe, Texas 77301
Phone: (936) 522-3100 Fax: (936) 522-3125
www.cityofconroe.org/comdev

Our Mission:

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

Meeting Date:	06.22.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☒ Hearing ☐ Consent
☐ Executive Session

Description
Public hearing for requested partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of an Access Easement (Doc No. 2020110485 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

June 8, 2022

The Conroe Courier
523 N. Sam Houston Parkway E., Suite 600
Houston, Texas 77060

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING**
REQUEST FOR PARTIAL RELEASE OF AN ACCESS EASEMENT IN THE PROPOSED MONTGOMERY OAKS SECTION 2 SUBDIVISION, CITY OF CONROE, TEXAS

Dear Courier:

Please publish the attached Public Hearing Notice in the June 13, 2022, issue of The Courier.

If you have any questions, please call me at (936) 522-3011. Thank you for your continued assistance.

Sincerely,

Soco M. Gorjón
City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING
REQUEST FOR PARTIAL RELEASE OF AN ACCESS EASEMENT IN THE PROPOSED MONTGOMERY OAKS SECTION 2 SUBDIVISION, CITY OF CONROE, TEXAS

The City Council of the City of Conroe, Texas, will conduct a Public Hearing on Wednesday, **June 22, 2022**, at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearing is to receive public comment regarding a request for a partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision, which is located in Conroe, Texas.

A copy of the supporting documentation for the partial abandonment may be viewed in the office of the City Secretary on the 3rd Floor of City Hall at 300 West Davis, Conroe, Texas.

The public is invited to attend and make comment.

Signed this ___ day of June, 2022.

_____

Soco Gorjon
City Secretary

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** **Regular Council**

■ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Public Hearing ☐ Contract
☐ Executive Session

Meeting Date:	June 22, 2022
Department:	Legal
Contact:	T. Woolley

Description

An ordinance amending Chapter 102 Vegetation, Division 2, Tree Preservation and Development Planning, Section 102-10 of the Code of Ordinances relating to tree preservation and landscape; adding residential tree preservation of protected trees in mandated preservation zones and making other changes to the as defined in the ordinance.

Summary

The ordinance amending and replacing the current Section 102-10 as attached. The underlined portion in the ordinance is added to the current Ordinance.

Recommendation

Staff recommends approval.

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

See related Workshop item

Submitted By: _____ Admin: _____

CERTIFICATE FOR ORDINANCE

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman**, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING ARTICLE I, DIVISION 2, SECTION 102-10 OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS, RELATED TO TREE PRESERVATION AND DEVELOPMENT PLANNING; THE PRESERVATION OF PROTECTED TREES IN PRESERVATION ZONES ON PROPERTY; AND PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Ordinance, except the following: _____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

IV.

A true, full and correct copy of the Ordinance adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____
SOCO M. GORJON, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AMENDING ARTICLE I, DIVISION 2, SECTION 102-10 OF THE CODE OF ORDINANCES, CITY OF CONROE, TEXAS, RELATED TO TREE PRESERVATION AND DEVELOPMENT PLANNING; THE PRESERVATION OF PROTECTED TREES IN PRESERVATION ZONES ON PROPERTY; AND PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * * *

WHEREAS, Article I, Division 2, Chapter 102, Code of Ordinances, City of Conroe, Texas, styled "Trees" establishes tree preservation and canopy requirements for development in the City of Conroe; and,

WHEREAS, the amendment enacted by this ordinance is consistent with the purpose and intent of Article I, Chapter 102 and preserve and protect Conroe's valuable natural assets; and,

WHEREAS, the proposed amendment is in the public interest and is reasonable and appropriate to assure the orderly development of the City.

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

Section 1. That the recitals set forth in the preamble to this ordinance are hereby adopted as findings of the City Council.

Section 2. Code of Ordinances, City of Conroe, Texas, Chapter 102, Division 2. Tree Preservation and Development Planning, Section 102-10 is amended by replacing Section 102.10 in its entirety with the language below, to read as follows:

Sec. 102-10. - Preservation of protected trees in preservation zones on *residential and* non-residential property.

(a) The following areas of all non-residential tracts or parcels are designated tree preservation zones:

(1) A strip 25 feet deep along the front of the property, running parallel and adjacent to the rear line of any easement or series of easements abutting the street right-of-way, or adjacent to the right-of-way if there are no abutting easements; and

(2) A strip 18 feet deep along any side street, running parallel and adjacent to the rear line of any easement or series of easements abutting the street right-of-way, or adjacent to the right-of-way if there are no abutting easements.

(b) Where non-residential property is developed adjacent to existing one or two family residential developments, a preservation zone is required along the common boundary. The preservation zone adjacent to residential development shall be a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary.

(c) Where new residential subdivisions are being developed adjacent to existing residential subdivisions that are not part of the new development, a buffer zone is required in the new subdivision development along the common boundary between the two subdivisions. The buffer zone shall be established as a platted reserve restricted exclusively for trees and landscaping, being a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary. All trees and underbrush within this buffer zone are subject to mandatory preservation. Trees within this buffer may be inventoried for individual tree credits (ITC's) in accordance with this article provided no more than 30% of the critical root zone is impacted by the site development.

(d) All new one and two-family residential subdivision developments shall establish and maintain a temporary 50-foot tree buffer along all property boundaries that front existing public right of ways. All trees and underbrush within this buffer zone are subject to mandatory preservation until such time that 75% of the lots within the subdivision sections in which this buffer exists have been developed to their final use as one or two-family dwellings. At such point, the temporary 50-foot buffer may be reduced to 25 feet. Such 25-foot buffer shall be permanently maintained. All protected trees located within this 25-foot preservation zone are subject to mandatory preservation and no permit shall authorize the removal of any healthy protected tree except where the removal is necessary for the construction of subdivision entrance or subdivision monument signage. Trees within this 25-foot buffer may be inventoried for individual tree credits (ITC's) in accordance with this article provided no more than 30% of the critical root zone is impacted by the site development. Tress in the temporary buffer shall not be considered as tree canopy credits.

(1) It is an exception to this requirement that the overall subdivision development is 10 acres or less in size, in which case only a permanent 25-foot buffer shall be maintained. Trees within this buffer may be inventoried for individual tree credits (ITC's) in accordance with this article provided *no more than 30% of the critical root zone is impacted by the site development.*

(e) All parcels being developed for multi-family use shall maintain a buffer consisting of a strip 25 feet deep along the front of the property, running parallel and adjacent to the rear line of any easement or series of easements abutting the street right-of-way,

or adjacent to the right-of-way if there are no abutting easements; and A strip 18 feet deep along any side street, running parallel and adjacent to the rear line of any easement or series of easements abutting the street right-of-way, or adjacent to the right-of-way if there are no abutting easements. All protected trees located within this 25-foot preservation zone are subject to mandatory preservation and no permit shall authorize the removal of any healthy protected tree except where the removal is necessary for the construction of driveway approaches or on-premise advertising signs. Trees within this buffer may be inventoried for individual tree credits (ITC's) in accordance with this article provided no more than 30% of the critical root zone is impacted by the site development.

(f) Protected trees located within a preservation zone are subject to mandatory preservation and no permit shall issue to authorize the removal of any healthy protected tree except where the removal is necessary for the construction of infrastructure, driveways or on premises advertising signs.

Section 3. Wherever any provision of this ordinance provides for the amendment of the Code of Ordinances, City of Conroe, Texas such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified ordinance shall be deemed invalid on the basis of a variance in the number or section of this ordinance and its codified provisions. The failure to codify the specified provisions of this ordinance shall not affect their validity or enforcement.

Section 4. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

Section 5. This ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this the 23rd day of June, 2022.

JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

GARY A. SCOTT, City Attorney

ATTEST:

SOCO GORJON, City Secretary

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

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

Meeting Date:	06/22/2022
Department:	Finance and Administration
Contact:	Sherrie Mattson

Description

Internal Audit Update

Summary

Quarterly Internal Audit Report to City Council

Recommendation

City Council Review and Approval

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

Sherrie Mattson 06/13/2022
Submitted By:

Admin: _____

To: **Mayor and City Council**
From: **Sherrie Mattson, City Auditor**
Date: **June 13, 2022**
Subject: **Internal Audit Update**

This report is an update on auditing projects performed in the past, currently in progress, and planned for the future. Please let me know if these meet with your approval and if you have any additions, changes or deletions to the project list.

Follow-up on Past Audit Reports

Ordinance Number 1771-06 states that the Internal Auditor shall conduct audits in accordance with accepted professional standards. According to auditing standards, it is required that the governing body (City Council) be updated on the disposition of outstanding tasks resulting from previous audits. The status is based on responses from the persons responsible for overseeing the key tasks necessary to complete the outstanding audit recommendations. Where responses are lacking, summary information is provided by the City Auditor based on files accessed.

Audit Title	Audit Completed	Outstanding Task(s)	Status
Overtime Earned and Paid	09-2011	Update the Personnel Manual and have it approved by Council as per ordinance guidelines	**Pending:** HR Director presented Personnel Policy draft in Council Workshop on 1/12/22
On 1/12/22 City Council requested a red-line version of the Personnel Policy, showing the original policy and how it is being changed. The City Auditor has not been informed on any updates related to the Personnel Policy, as of 6/13/22.			
(Continued on Page 2)			

Audit Title	Audit Completed	Outstanding Task(s)	Status
End of Employment	01-2021	A.b. – Establish specific guidelines to supervisors to correctly classify employee status in writing	**Partially Complete:** Per email dated 12/2/21, Supervisors were given forms to be completed
Inactive Status Data Form was released on 12/2/21 at 3:19PM with the updated Termination Data Form by a City Broadcast email. Brief instructions were included in the email, but are not on the forms. The Inactive Status Data Form is especially lacking in written guidance.			
End of Employment	01-2021	A.c. – Establish specific guidelines to supervisors on how long an employee may remain "Active" without time worked	**Partially Complete:** HR and Parks & Recreation met on 12/15/21 to discuss impact of changes on 12/2/21 on seasonal employees
Meeting with Parks on 12/15/21: It was suggested seasonal employees the City would consider re-hiring would be listed as Inactive for 90 days.			
End of Employment	01-2021	A.d. – Document end of employment for employees not working (i.e., seasonal, no available leave time) and establish specific re-hiring criteria	**Partially Complete:** HR and Parks & Recreation met on 12/15/21 to discuss impact of changes on 12/2/21 on seasonal employees
See note for A.c.			
End of Employment	01-2021	A.f. – Ensure the reason for leaving is correctly input for all employees no longer with the city and monitor monthly	**Partially Complete:** End of employment reasons on form and in software are not the same per 6/13/22 verification.
See note for A.h. on page 3			
(Continued on Page 3)			

Audit Title	Audit Completed	Outstanding Task(s)	Status
End of Employment	01-2021	A.h. – Match reason for leaving employment options on HR forms to the INCODE software and vice versa	**Partially Complete:** Options set up in INCODE lump together reasons that would be more beneficial if separated.

INCODE Termination Codes:
DEC=Deceased
MIL=Military Leave
RET=Retired
SEA=Seasonal
TER=Fired-Disciplinary or Poor Job Performance
TERM LIMIT=Term Limit (Mayor/Council/Board)
UNK=Unknown-Do not use
VOL=Voluntary-Resigned or Quit with no notice
ZMED-=Zmedical Retirement-Do not use
ZUNKNOWN=ZUNKNOWN-Do not use

Termination Data Form Options (Common>FORMS>Human Resources>Supervisor Forms>Termination Data Form last updated 12/9/2021 at 4:14PM):
Voluntary
Retired
Resigned
Quit, No Notice
Seasonal
Military
Involuntary
Disciplinary
Poor Job Performance
Fired
Term Limit
Deceased

Items high-lighted are lumped together with items having very different reasons and would be better separated. Codes were suggested, but no changes occurred. Example: "Quit without notice," while a voluntary leave, reflects a very different quality employee than one who provides reasonable notice, which is important information if the person applies in another department within the City.

(Continued on Page 4)

Audit Title	Audit Completed	Outstanding Task(s)	Status
End of Employment	01-2021	A.i. – Annual training by HR to all supervisors & managers on the end of employment policies & procedures	**Pending:** Per email dated 11/23/21, a PowerPoint document is in progress
No new information has been provided to the City Auditor, as of 6/13/22.			
End of Employment	01-2021	B.b. – End of employment checklists by HR to assist both employees & supervisors	**Partially Complete:** Checklists provided on 11/23/21 state employees ask supervisors, who in turn will apply city and department policies

Below is the "**Checklist**" provided on the **Common Server>Forms>Human Resources**.

The questions (in black) were from the City Auditor to HR to start a brainstorming process for developing checklists to guide staff. The responses (in blue), with the questions, are posted by Human Resources on the Common Server as the End of Employment Checklist as of 6/13/22. This information appears to lack standardized procedure steps for employees and supervisors to follow.

(1) What are the steps I need to follow if I want to leave my employment with the City in good standing?
Please check with your supervisor on the process of resignation. the department may require a written notice instead of verbal notice.
(2) What are the steps I need to follow if I have an employee who is leaving employment with the City?
(a) If the leave is voluntary -complete the termination data form and notify HR with the form
(b) If the leave is involuntary-complete the termination data form and notify HR with the form
(3) Who do I contact in HR if I am thinking about ending employment? You will need to schedule an exit interview with Erika and also inform your supervisor
(4) How much of a notice is needed if I am going to retire? Schedule an appointment with Erika at least one month prior to retirement date, however if you can provide more notification then please do so, there is a lot of paperwork for retirement.
(5) Do I need to meet with HR if I am leaving employment? All full time employees must meet to go over all benefits and final pay. this needs to be done as soon as notice is provided but no later then the final day of employment.

(Continued on Page 5)

Audit Title	Audit Completed	Outstanding Task(s)	Status
End of Employment	01-2021	B.c. – HR is to re-design the Termination Data Form to include a method to attest to the communication of end of employment information to other departments and/or entities as a means of verifying the end of access rights	**Partially Complete:** Most recent document was completed on 9/16/21 and requires the supervisor to input the dates of completion to end access rights to various City assets and technology
May wish to review form for spelling/grammar errors ("Their" looks like it should be "They are.")			
End of Employment	01-2021	B.e. – HR is to create a form to clearly identify an "Inactive" employee as compared to an employee who is no longer employed, which would also state the length of time an employee may be "Inactive" and this is to be monitored	**Partially Complete:** HR and Parks & Recreation met on 12/15/21 to discuss impact of changes on 12/2/21 on seasonal employees
Inactive Status Data Form (Common>FORMS>Human Resources>Supervisor Forms>Inactive Status Data Form last updated 12/2/2021 at 3:03PM): Meeting with Parks on 12/15/21: It was suggested seasonal employees the City would consider re-hiring would be listed as Inactive for 90 days. City Auditor emailed Lynnette White on 3/23/2022 at 10:30AM to state a meeting on the afternoon of either date suggested of 4/20/22 or 4/21/22 worked well and requested a meeting invitation, but never received one. (Meeting was to go over the Inactive Status Data Form and help update the document, based on meeting results with the Parks Departments.)			
(Continued on Page 6)			

End of Employment	01-2021	C.c. – Ensure the new Personnel Policy addresses the accrual and subsequent payout for holiday time	**Pending:** Per Council Workshop on 1/12/22, this task is not complete.
See note for Overtime Earned and Paid Audit on page 1.			

Update on Current Audit Projects

The active audit projects are shown below.

Audit Title	Audit Started	% Complete	Notes
IT Governance	03/2018	75%	Postponed for other IT and audit projects. Policies need to be developed.
Credit Card Audit	04/2021	20%	Verifying documentation scanned into the Financial Software follows Purchasing Policy guidelines
Take Home Vehicles	04/2021	50%	Special project for the City Administrator – Work with the Administrative Intern to develop a policy and procedures document and any required forms. Currently, commute vehicles are being eliminated through attrition.
Purchasing Warehouse	09/2021	100%	Stockroom is now organized and parts are being tracked in the new software

Continue to provide monthly **credit card activity** reports to the City Administrator and Assistant City Administrator/CFO as a means of monitoring spending history. This analysis provides the year-to-date transactions for each cardholder, which is summarized in various charts and graphs. The audit will review adherence to policies and reasonableness of expenditures.

Serving as the **Survey Team Leader** for the Membership Committee of the Association of Local Government Auditors (ALGA). This involves creating periodic surveys and leading a team in creating summary reports for the ALGA Board and other committees.

Attended the ALGA conference in Dallas the first week of May and represented the Membership Committee, welcoming new attendees.

The Global Association of Certified Fraud Examiners (ACFE) conference is the third week of June and will be attended via the online option.

Future Internal Audit Projects Planned

The future audits list is dynamic and may be re-prioritized based on situations as they occur.

Future Audits	Brief Description
Changes to Employee Information	Are changes to employee payroll information accurate and documented? Result of 2009 payroll audit.
Contract Compliance	Are original contracts properly filed in the City Secretary's Office? Does the City make sure there is compliance with contract terms?
Vacation and Sick Time Usage	Are employees taking vacations? Are employees expected to perform work on their time off? Are there trends in the use of sick time?
Payroll Check Calculations	Are payroll checks correctly calculated? Result of 2009 payroll audit.
Permits Revenue	Does the Permit Department have good internal controls for processing transactions?
Call Out Pay	Is call-out pay correctly documented and paid? Follow-up from the Take-Home Vehicle Audit.
Hiring Procedures	Is the process followed when hiring an employee correct? Result of 2009 payroll audit.
Fuel Usage	What procedures are in place for allowing access rights to the City fuel pumps?
Employee Earnings and Deductions	Are employee earnings and deductions correctly paid?

Open Lines of Communication

As a reminder, to effectively perform audits, the City Auditor is to have open access to City records and employees. It is also important to emphasize that when analyzing processes and information, the City Auditor must be able to have open communication with employees without supervisors and/or directors present.

Agenda Submittal Form

CITY OF CONROE

■ Workshop ☐ Regular Council

Meeting Date:	June 22, 2022
Department:	Finance & Administration
Contact:	Steve Williams

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

Description

Hyatt Regency Conroe and Convention Center Project Update

Summary

Hyatt Regency Conroe and Convention Center Project Update

Recommendation

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

Resolution; Supplemental Funding Agreement; Revenue and Debt Analysis

Steve Williams
Digitally signed by Steve Williams
DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityconroe.org, c=US
Date: 2022.06.14 08:30:34 -05'00'

Submitted By: Steve Williams

Admin:

Agenda Submittal Form

City of Conroe

■ Workshop ☐ Regular Council

Meeting Date:	06/22/2022
Department:	Finance
Contact:	Steve Williams

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

Description

Approval for renovations of Community Development offices on 5th floor of City Hall.

Summary

Request for Proposals were opened June 9, 2022 for renovations of the Community Development offices on 5th floor of City Hall. MJR Services was the low bidder for $170,225.00

Recommendation

Recommend awarding the bid to MJR Services

Fiscal Impact ■ Yes ☐ No

Expenditure Amount:	$170,225.00	Revenue Amount:	
Account Number:	2500-8060		

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

Financial Review Complete: CHB

Attachments

Steve Williams

Digitally signed by Steve Williams
DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityconroe.org, c=US
Date: 2022.06.14 08:05:08 -05'00'

Submitted By:

Admin:

Agenda Item Budget Amendment Form

Meeting Date: June 23, 2022
Department: Finance & Administration
Contact: Steve Williams
DESCRIPTION: Approve Renovations for Community Development Offices 5th Floor City Hall

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:

1. Is the request necessary?

Yes, this will complete the Office Space Reallocation Plan.

2. Why was the item not budgeted in the normal budget process?

Implementation of the Plan was not able to be completed until all tenants were relocated off of the 5th floor.

3. Why can a transfer not be made within the department?

This expenditure will come from transfers in from reserves and the general fund.

Source of Funds & Amount of Amendment Needed:

■ **Reserves**	**$170,225**	☐ **Grants**	**$**
☐ **Bond Proceeds**	**$**	☐ **Additional Revenues**	**$**

The Assistant City Administrator/CFO certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

■ **Yes** ☐ **No**

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$ -	$ -	$ -	$ -	$ -	$ -
Expenditures						
Personnel	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	-	-	-	-	-	-
Contractual	170,225	-	-	-	-	170,225
Capital	-	-	-	-	-	-
Total	**$ 170,225**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 170,225**
Net Impact	**$ (170,225)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (170,225)**

REQUEST FOR COMPETITIVE PROPOSALS

CITY OF CONROE

CSP #0609-2022 CITY OF CONROE COMMUNITY DEVELOPMENT OFFICES REMODEL

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

MANDATORY PRE-BID MEETING AND SITE VISIT
MAY 24, 2022 @ 1:30 PM
1ST FLOOR COUNCIL CHAMBERS - CITY OF CONROE TOWER
300 WEST DAVIS, CONROE TEXAS 77301

RESPONSES DUE THURSDAY JUNE 09, 2022 @ 2:00 PM

QUESTIONS MUST BE SUBMITTING IN WRITING:
https://www.civcastusa.com

CITY OF CONROE PURCHASING DEPARTMENT

TOTAL LUMP SUM OF PROPOSAL [Gen. Conditions, overhead and profit are to be attributed within each item]

One Hundred and Seventy Thousand Two Hundred and Twenty Five Dollars and Zero Cents

Amount written in words

$ 170,225.00

Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO 1 RECEIVED N/A
(Initial and Date)

ADDENDUM NO 2 RECEIVED _____
(Initial and Date)

ADDENDUM NO 3 RECEIVED _____
(Initial and Date)

ADDENDUM NO 4 RECEIVED _____
(Initial and Date)

The city will make every effort to supply proposers with a copy of all addenda relating to this project. However, it will be the sole responsibility of the proposer to secure all addenda issued and make them part of the RFP documents. All addenda will be uploaded to CivCast: https://www.civcastusa.com.

Note: PERMITS MUST BE OBTAINED. ***(permit fees will be waived for this project)***

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204921-969690

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Kleiner; Christopher D. Morrow; Taylor J. Wilstead

all of the city of Mesa state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of May, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MJR SERVICES INC

WORK IN PROGRESS & COMPLETED

PROJECT	OWNER	ARCHITECT	BOND	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECTED COMPLETION DATE
Tri-Supply Conroe Warehouse	Tri-Supply/ Raymart, Inc.	H4 Architects/Venturi Engineers	N	$9,814,000.00	3%	8/1/2023
Office Space & Warehouse	LHC Development, LLC	H4 Architects	N	$550,000.00	15%	6/30/2022
Roof & Façade Renovations	Lakeway Construction Timber Creek Environmental	Freeman & Assoc.	N	$52,285.00	50%	5/2/2022
Lund Shop/Garage	Cantrell Enterprises		N	$160,000.00	90%	6/3/2022
McNutt Care Center Remodel	McNutt Funeral Directors		N	98,720.00	100%	5/15/2022
Barn w/ Shop Renovation and Expansion	Thomas Hobbs	James Rogers	N	68,848.00	100%	5/20/2022
RDP - Barndominium Shell	Viviano Family	James Rogers	Y	100,000.00	100%	5/13/2022
City Tower Renovations	City of Conroe	Freeman & Assoc.	Y	279,150.00	100%	5/4/2022

PROJECT: **City of Conroe Community Development Offices Remodel**
Conroe, Texas

OWNER: **CITY OF CONROE**
Tammie Rushing
Facilities Manager
300 West Davis
Conroe, TX 77301

PROPOSER:

MJR Services, Inc.
Company Name

P.O. Box 2046
Company Address

Willis, TX 77378
City, State, Zip

936.856.0587
Telephone

APPLICABLE CONTRACT DOCUMENTS

Documents and Specifications:

- Plans/Specifications –as designed H4 Architects + Engineers
- Project Contract Documents # 0609-2022

Having examined the Contract Documents, including the Instructions to Bidders, Form of Agreement, the General and Supplemental Conditions of the Contract, the Drawings, Technical Specifications including Addenda numbered ___ through __ inclusive, as prepared by H4 Architects + Engineers the undersigned proposes to perform the complete work required by the said Documents for:

TOTAL LUMP SUM OF PROPOSAL [Gen. Conditions, overhead and profit are to be attributed within each item]

One Hundred and Seventy Thousand Two Hundred and Twenty Five Dollars and Zero Cents

Amount written in words

$ 170,225.00

Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.1 RECEIVED N/A
(Initial and Date)

ADDENDUM NO.2 RECEIVED _____
(Initial and Date)

ADDENDUM NO.3 RECEIVED _____
(Initial and Date)

ADDENDUM NO.4 RECEIVED _____
(Initial and Date)

The city will make every effort to supply proposers with a copy of all addenda relating to this project. However, it will be the sole responsibility of the proposer to secure all addenda issued and make them part of the RFP documents. All addenda will be uploaded to CivCast: https //www civcastusa com

Note: PERMITS MUST BE OBTAINED. ***(permit fees will be waived for this project)***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors PO Box 1478 Rockport TX 78381	**CONTACT NAME:** Shelli Hacker **PHONE (A/C, No, Ext):** 361-729-5414 **FAX (A/C, No):** 361-729-3817 **E-MAIL ADDRESS:** info@gsminsurors.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** INSURER A : State Auto Insurance Companies — 25127 INSURER B : Texas Mutual Insurance Co — 22945 INSURER C : Great American Ins of NY — 22136 INSURER D : Evanston Ins. Co. — 35378 INSURER E : BENCHMARK INS CO — 41394 INSURER F :
INSURED MJRSERV-01 MJR Services Inc Matt Adams PO Box 2046 Willis TX 77378-2046	

COVERAGES **CERTIFICATE NUMBER:** 1419220972 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY			BIC5023455	9/21/2021	9/21/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			10005837CA	9/21/2021	9/21/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			EZXS3056653	7/29/2021	7/29/2022	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001241046	9/21/2021	9/21/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			IMP5937140800	9/21/2021	9/21/2022	Scheduled Equip Leased/Rented Equip Deductible	234,894 200,000 2,500

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

Per written contract the certificate holder listed is an additional insured on the general liability and auto liability policy. A waiver of subrogation in favor of certificate holder per blanket waiver of subrogation endorsement is on the general liability, auto liability and workers comp. The Umbrella follows the underlying general liability, auto liability and employers liability form. The coverage is primary and non contributory.

CERTIFICATE HOLDER

Proof of Insurance Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DOCUMENT 00520
BID BOND

BIDDER (Name and Address):
MJR Services, Inc.
PO Box 2046
Willis, TX 77378

SURETY (Name and Address of Principal Place of Business):
The Ohio Casualty Insurance Company
82 Maple Ave.
Keene, NH 03431

OWNER (Name and Address):
City of Conroe
PO Box 3066
Conroe, TX 77305

BID

BID DUE DATE: June 9, 2022

PROJECT (Brief Description Including Location):
CSP #0609-2022 Conroe Tower Community Development Offices Remodel
Conroe, Texas

BOND

BOND NUMBER: TBD

DATE:(Not later than Bid Due Date): May 25, 2022

PENAL SUM: Ten Percent of Bid Amount 10% of Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
MJR Services, Inc. (Seal) Bidder's Name and Corporate Seal	The Ohio Casualty Insurance Company (Seal) Surety's Name and Corporate Seal
By: Matt Adams - V.P. Signature and Title	By: Signature and Title (Attach Power of Attorney) Taylor J. Wiistead Attorney-In-Fact
Attest: Signature and Title	Attest: Cindy Kleiner Signature and Title Cindy Kleiner Contract Manager

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

Where applicable, if the Owner elects to subtract any or all of the Alternate items, the undersigned agrees to modify the Total Sum Proposal as stipulated in the Total Contract Award above. Alternate amounts shall include all variations in profit, over-head, bonds, insurance, and other related items. Time of completion shall not be changed if alternates are subtracted. To be a valid proposal, price for all alternates must be provided. A "no bid" on any alternate will be reason for rejection of the entire proposal.

The undersigned Proposer, pursuant to the right reserved by the Owner under Consideration of proposals as to rejection of proposals, agrees to accept the award of said contract and hereby agrees to furnish performance and payment bonds in the amount of Contract Price and to enter into a Contract within ten (10) days after date of due notification from the Owner of award of the Contract; and further agrees to achieve Substantial Completion including the furnishing of all labor, tools, materials, plant and equipment and perform all services as set out in this Agreement, in accordance with the terms of the same, the work for this project is to be substantially complete within 35 calendar days and complete in full within 49 calendar days after notification to proceed.

The undersigned accepts that this Proposal Form becomes a part of the Contract Documents upon the signing of the Owner/Contractor Agreement and failure of the Proposer to comply with any part of his proposal may be taken as failure to comply with the Contract Documents and may be just cause of rejection of the Work.

The undersigned further certifies that the unit prices contained in the proposal have been carefully checked and are correct and final and shall remain firm for a period of forty five (45) days from the proposal due date.

The undersigned states that the cost of payment and performance bonds in an amount equal to 100% of the Contract Price and shall be included as part of the Total Sum Proposal.

The undersigned states that charges for overhead and profit in connection with authorized changes in the Work shall be as follows:

1) Changes that result in a net increased cost:
   a. Cost for labor and material provided by the General Contractor's own forces shall include a maximum General Contractor's mark-up of 35 % overhead and profit.
   b. Cost of labor and material provided by Subcontractors shall include a maximum General Contractor's mark-up of 15 % overhead and 15 % profit.
2) Changes that result in a net decreased cost:
   a. Credit for labor and material to have been provided by the General Contractor's own forces shall include credits for General Contractor's mark-up of 15 % overhead and 10 % profit.
   b. Credit for labor and materials to have been provided by Subcontractors shall include credits for General Contractor mark-up of 15 % overhead and 10 % profit.

NAMING SUBCONTRACTORS

It is required that a Subcontractor shall be named for each of the categories of Work listed below. If work will be performed by your "**Own Forces**", so state. After the award of Contract, no substitutions of Subcontractors may be made without written approval of the Owner.

Framing/Dry Wall : (Interior)	Mero Construction, LLC. (List only one (1) Subcontractor)
Painting and Doors : (Mechanical)	Mero Construction, LLC. (List only one (1) Subcontractor)
_____ : (Electrical)	ACR Electric, LLC. (List only one (1) Subcontractor)
_____ : (Plumbing)	C-N-Z Plumbing (List only one (1) Subcontractor)
_____ : (Flooring)	Innovative Flooring Solutions (List only one (1) Subcontractor)

I agree to provide all accompaniments to this proposal as required by the Instructions to Proposers, General Conditions and Special Conditions of the agreement.

Signature: Matt Adams

Typed Name: Matt Adams

Title: Vice President

MJR Services, Inc.
Name of Corporation, Partnership or Joint Venture

P.O. Box 2046 Willis, TX 77378
Legal Mailing Address

June 8, 2022
Date Signed

MJR Services, Inc.

Profit and Loss

January - December 2021

	TOTAL
Income	
INCOME	
Construction Income	3,226,352.00
Returns & Allowances	53.24
Uncategorized Income	2,100.00
Total INCOME	**3,228,505.24**
Total Income	**$3,228,505.24**
Cost of Goods Sold	
COST OF GOODS SOLD	
Contract Labor	7,330.00
Field Employee Labor	77,636.10
Materials	820,852.82
Subcontractors	1,365,601.57
Z JOB RELATED EXPENSES	1,141.53
Engineering/Drafting	30,200.62
Equipment Rental	9,461.10
Project Travel	2,288.50
Total Z JOB RELATED EXPENSES	**43,091.75**
Total COST OF GOODS SOLD	**2,314,512.24**
GENERAL CONDITIONS	
Bonding & Insurance	18,861.68
Building Permits	1,882.02
Drug Testing	314.47
Equipment Mobilizations	500.00
Fuel	28,594.10
Inspections	864.19
Land Survey/Constr Staking	2,292.63
Printing and Reproduction	597.56
Safety Training	1,925.00
Site & Materials Testing	6,571.00
Temporary Site Expenses	10,429.53
Tools & Shop Supplies	7,526.34
Trash Removal	8,137.74
Total GENERAL CONDITIONS	**88,496.26**
Total Cost of Goods Sold	**$2,403,008.50**
GROSS PROFIT	**$825,496.74**
Expenses	
ADVERTISING EXPENSES	**28,650.70**
BANK / CREDIT CARD CHARGES	**865.00**
INSURANCE EXPENSES	**38,603.52**
INTEREST EXPENSES	**815.92**

	TOTAL
JOB RELATED EXPENSES	7,915.06
OFFICE EXPENSES	19,085.19
OTHER EXPENSE	253.00
OTHER EXPENSES	17,660.96
PAYROLL EXPENSES	323,151.66
PROFESSIONAL EXPENSES	9,392.50
RENT	26,400.00
TAXES PAID	3,667.60
TRAVEL AND ENTERTAINMENT	11,895.15
UTILITIES	19,687.02
VEHICLES, TRAILERS AND EQUIPMENT	66,978.26
Total Expenses	$575,021.54
NET OPERATING INCOME	$250,475.20
Other Income	$62,491.14
Other Expenses	$7,416.78
NET OTHER INCOME	$55,074.36
NET INCOME	$305,549.56

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
MJR Services Inc
Willis, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Conroe Community Development Offices Remodel

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
RFP 0609-2022
Community development Offices Remodel

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [x]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

RITA CARTER
My Notary ID # 129807397
Expires May 5, 2026

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Matt Adams, this the 8th day of June, 20 22, to certify which, witness my hand and seal of office.

Rita Carter — Rita Carter — Notary State of Texas

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF CONROE
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

MJR Services Inc.
Company Name

0609-2022
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____
Purchasing Representative

_____
Date

MJR Services Inc. **("Company or Business Name")**
Senate Bill 19 Verification

I, Matt Adams (Person name), the undersigned representative of **MJR Services Inc.** (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

3. "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
   (B) does not include:
      (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
      (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

         (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine

6. "Firearm entity" means:
   (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
   (B) a sport shooting range as defined by Section 250.001, Local Government Code.

7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
   (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
   (B) has two or more firearm entities as members; and
   (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

6/8/2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 8 day of June, 2022, personally appeared Matt Adams, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

RITA CARTER
My Notary ID # 129807397
Expires May 5, 2026

NOTARY SIGNATURE

6/8/22
DATE

MJR Services Inc. **("Company or Business Name")**
Senate Bill 13 Verification

I, Matt Adams (Person name), the undersigned representative of MJR Services Inc. (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

(1) does not boycott energy companies; and
(2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

6/8/2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 8 day of June, 2022, personally appeared Matt Adams, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

RITA CARTER
My Notary ID # 129807397
Expires May 5, 2026

Rita Carter
NOTARY SIGNATURE

6/8/22
DATE

MJR Services Inc. **("Company or Business Name")**

House Bill 89 Verification

I, Matt Adams (Person name), the undersigned representative of MJR Services Inc. (Company or Business Name) hereafter referred to as "Company", being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

6/8/2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 8 day of June, 2022, personally appeared Matthew J Adams, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

RITA CARTER
My Notary ID # 129807397
Expires May 5, 2026

NOTARY SIGNATURE

6/8/22
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

MJR Services

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Mato Cl

Signature of vendor doing business with the governmental entity

6/9/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SERVICES INC

P.O. Box 2046 Willis, Texas 77378 Off: (936) 856 0587

June 8, 2022

To whom it may concern,

MJR Services inc. does not participate in HUB certification program.

Thank you,

Matt Adams

Owner

Services



Matt Adams

Project Manager

Summary

Matt grew up around the construction industry, working alongside his father during the summer. He attended Sam Houston State University for 1 year before going into the construction industry full time. He has held sales roles, estimating, project management and superintendent duties for projects ranging from $50K - $1.5M. He currently managers all aspects of MJR Services.

Relevant Experience

- Anadarko Ops Center - 2 phases - 50,000+ Sq. Ft. 2 story office building campus
- Brasada Gas Plant - 15,000 Sq. Ft. warehouse w/11 Sq. Ft. Class A offices
- Mims Baptist Church Fellowship Hall Renovation $300K kitchen/bathroom remodel
- Mission Northeast Food Bank - 5,000 Sq. Ft. PEMB storage facility
- SJRA Fleet Maintenance Facility - 10,000 Sq. Ft turnkey warehouse

Certifications

- Safeland USA Training
- First Aid/CPR
- OSHA - 30 Certified CTE
- DISA Drug & Alcohol Supervisor Training
- ISNetwork Company Management
- Equipment Operations Certifcations

Years of Experience 14+

Community/Professional

Little League Baseball Coach
Montgomery County Fair Association
Conroe Noon Lions Community Partner

Education:

Sam Houston State
Willis High School 2005

Services

Taylor Macon
Project Superintendent



Summary

Taylor has over 20 years experience in commercial construction, specializing in renovations and additions. He will be on site full time and will coordinate and supervise all site related activities. He has an excellent track record based on his ability to complete projects on time and within budget. His years of experience allow him to be proactive and has a keen understanding of critical milestones that can affect a project schedule. Taylor si a true team player that builds long-term relationships with his entire project team.

Relevant Experience

- Doggett Ford - 65,000 Sq. Ft. /Auto Dealership
- Klein Fire Station - 11,000 Sq. Ft/Fire Station
- Bayou City Fellowship - 8,000 Sq. Ft./Worship Center
- Turner Chevrolet - 5,000 Sq. Ft./Auto Dealership
- DeMontrond Volvo - 8,000 Sq. Ft./Auto Dealership
- Linda Vista Apartments - 220 unit remodel
- Ravenwood Shopping Center - 50 acre site development
- Reville Ranch - 5,000 Sq. Ft./ Maintenance Building
- Mainland Pain Center - 10,000 Sq. Ft./Medical Office Building

Certifications

- Montgomery College
- 30 Hours of OSHA Certified
- Ahera Asbestos Training
- First Aid/CPR

Years of Experience 20+

Community/Professional

WYAA Baseball Coach

Services



David Cochran
Field Foreman

Summary

Performance - driven and qualified foreman with 20+ years of extensive experience in the construction business. Adept at managing and coordinating construction workers, performing various on-site activities, resolving any on-site issues. Possess well developed leadership skills, ability to work under pressure and excellent building and mechanical knowledge.

Skills:

- Adheres to Safety Standards and Company Policies
- Maintains Safe work environment
- Heavy Equipment Operator
- New Construction and Remodeling
- Hand and Power Tools
- Drywall, framework, roofing, plumbing & flooring
- Dedicated and hardworking employee of 10+ years

Certifications

- First Aid/CPR
- Safeland USA
- Equipment Operator Safety
- OSHA 10 & 30

Community/Professional

20+ years in Construction Industry

SERVICES INC

TRADE REFERENCES:

- Conroe Concrete-dba Yancey Concrete- Conroe, Texas
  Todd Yancey- 281.723.9956 Yancey10159@gmail.com
- Texan Glass – The Woodlands, Texas
  Jason McHugh – 281-296-6200 jason@texanglass.com
- Tri-Supply – Conroe, Texas
  Credit Dept. 936-539-3341
- Therm-All Insulation- Dallas, Texas
  David Cook- 832.622.7149 dcook@therm-all.com
- Iron Brothers Metals, LP
  David Taylor- 936-295-5804 David@iron-bros.com

BANK REFERENCES:

- First Financial Bank, Guy Barker, 936.525.2279 gbarker@ffin.com

SURETY & INSURANCE:

- GSM Insurors, Brent Carter, 361.729.5414 bcarter@gsminsurors.com

P.O. Box 2046 Willis, Texas 77378
Off: (936) 856 0587
WWW.MJRSERVICESINC.COM

MJR SERVICES, INC.

COMMERCIAL GENERAL CONTRACTOR

Submitted by:

MJR SERVICES, INC.
Matt Adams
PO Box 2046
Willis TX 77378
936-856-0587 Office
matt@mjrservicesinc.com

MJR SERVICES INC

Qualifications & Experience

MJR SERVICES, INC. *"MJR"*

Jay Adams, Owner
PO BOX 2046
Willis, TX 77378
(936) 856-0587 Office

MJR Services, Inc. is a privately owned Design-Build General Contractor. We provide quality service and experience in a broad range of projects and construction services. We specialize in commercial and industrial projects. All information provided herein is true and complete so as not to be misleading.

ORGANIZATION:

Founded:	1998
Date of Incorporation:	June 2005
State of Incorporation:	Texas
President:	James T. Adams

There are no outstanding liens or judgements against our company. We have never failed to complete a construction contract.

We normally perform all general construction duties including site work, concrete foundations & paving, PEMB erection, interior build out, MEP trades and exterior improvements.

We are certified and compliant active members of ISNetworld, Disa Global Solutions and follow all OSHA safety regulations.

MJR SERVICES, INC.

We provide the following services:

- Design-Build Projects
- Negotiated Contracts
- Construction Management
- Turn-Key Contracts
- Feasibility Studies

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MJR SERVICES INC **Risk ID:** 421368031

Rating Effective Date: 09/21/2020 **Production Date:** 04/10/2020 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,986	4,673	1,687	0	24,875	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,986	4,673	1,687	0	24,875	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	27,712	0	27,712
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,687	27,712	149	29,548

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .94

Carrier: 29939-000 **Policy:** 0001241046 **Eff-Date:** 09-21-2019 **Exp-Date:** 09-21-2020

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MJR SERVICES INC **Risk ID:** 421368031

Rating Effective Date: 09/21/2020 **Production Date:** 04/10/2020 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MJR SERVICES INC

Carrier: 29939 **Policy No.** 0001241046 **Eff Date:** 08/09/2016 **Exp Date:** 02/15/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.55	.36	35,403	549	198					
5606	.22	.38	32,000	70	27					
8742	.06	.39	10,577	6	2					
8809	.04	.36	33,600	13	5					
8810	.03	.36	38,791	12	4					
Policy Total:			**150,371**	**Subject Premium:**	**4,028**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MJR SERVICES INC

Carrier: 29939 **Policy No.** 0001241046 **Eff Date:** 02/15/2017 **Exp Date:** 09/21/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.55	.36	44,476	689	248					
5403	1.55	.36	10,928	169	61					
5606	.22	.38	10,309	23	9					
5606	.22	.38	2,533	6	2					
8742	.06	.39	33,206	20	8					
8742	.06	.39	8,159	5	2					
8809	.04	.36	56,823	23	8					
8809	.04	.36	13,962	6	2					
8810	.03	.36	9,150	3	1					
8810	.03	.36	2,248	1	0					
Policy Total:			**191,794**	**Subject Premium:**	**5,809**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MJR SERVICES INC

Carrier: 29939 **Policy No.** 0001241046 **Eff Date:** 09/21/2017 **Exp Date:** 09/21/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.55	.36	105,489	1,635	589					
5606	.22	.38	40,704	90	34					
8809	.04	.36	124,800	50	18					
8810	.03	.36	28,170	8	3					
Policy Total:			**299,163**	**Subject Premium:**	**10,121**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MJR SERVICES INC **Risk ID:** 421368031

Rating Effective Date: 09/21/2020 **Production Date:** 04/10/2020 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MJR SERVICES INC

Carrier: 29939 **Policy No.** 0001241046 **Eff Date:** 09/21/2018 **Exp Date:** 09/21/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.55	.36	79,738	1,236	445					
8809	.04	.36	124,800	50	18					
8810	.03	.36	28,676	9	3					
Policy Total:			**233,214**	**Subject Premium:**	**8,945**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MJR SERVICES, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
P.O. BOX 2046

Requester's name and address (optional)

City, state, and ZIP code
WILLIS, TEXAS 77378

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
2 0 - 3 0 0 8 9 3 0

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Rita C Forrester Date ▶ 3/7/22

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

GENERAL NOTES

1. THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, THE LATEST EDITION IS A PART OF ALL SPECIFICATIONS TO THE SAME EXTENT AS IF WRITTEN OUT IN FULL FORM OF ITS TYPE.
2. ALL WORK PERFORMED ON THE PREMISES SHALL CONFORM WITH THE LOCAL JURISDICTION IN WHICH THE WORK IS TO TAKE PLACE AND THE SPECIFIED CODE REQUIREMENTS AND THEIR LATEST ORDINANCES, ALL LAWS AND REQUIREMENTS SET FORTH BY THE STATE AND CITY REGARDING DOCUMENTATION AND COMPLIANCE WITH THE ADA, AMERICAN DISABILITY ACT, SHALL BE ENFORCED AND ABIDED BY. GENERAL CONTRACTOR SHALL VERIFY ANY OTHER COMPLIANCE HE MAY BE REQUIRED TO CONFORM TO BEFORE COMMENCEMENT OF THE WORK.
3. THE SCOPE OF THE WORK IS AS SHOWN BY THE CONTRACT DOCUMENTS AND THE SPECIFICATIONS HEREBY.
4. UNLESS OTHERWISE SPECIFIED, THE TERM "CONTRACTOR" WILL REFER TO THE GENERAL CONTRACTOR. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL THE REQUIRED WORK PERFORMED BY THEIR SUBCONTRACTOR THROUGHOUT THE TIME OF WORK AT THE PREMISES.
5. THE TERMS "THE CONTRACTOR" OR "SUBCONTRACTOR" AS USED IN THE DRAWINGS AND IN THE TECHNICAL SECTIONS OF THE SPECIFICATIONS ARE TO MEAN THE SUBCONTRACTOR PERFORMING THAT PARTICULAR PHASE OR SCOPE OF THE WORK.
6. IT IS THE INTENT OF THE CONTRACT DRAWINGS AND SPECIFICATIONS TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, FACILITY AND APPURTENANCES NECESSARY FOR THE WORK OR INCIDENTAL TO THE CONSTRUCTION OF THE WORK SHOWN ON THE ACCOMPANYING DRAWINGS, SO AS TO PROVIDE A COMPLETE AND READY BUILDING FOR OCCUPANCY CERTIFICATION.
7. ALL WORK SHALL BE CONSTRUCTED IN THE BEST AND MOST WORKMANLIKE MANNER, WITH ALL REQUIREMENTS INCIDENTAL THERETO, SHOWN BY DRAWINGS AND STATED IN THE SPECIFICATIONS OR IMPLIED THEREFROM AND SHALL THEREFORE BE ADHERED TO IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL LOCATE ALL NECESSARY GENERAL REFERENCE POINTS, LAY OUT HIS OWN WORK AND BE RESPONSIBLE FOR ALL LINES, ELEVATIONS AND MEASUREMENTS OF THE BUILDING OR SPACE. IF NECESSARY, GRADING, PAVING, UTILITIES AND OTHER WORK SHALL BE EXECUTED BY THE CONTRACTOR UNDER THE CONTRACT, AS SUCH IN NO WAY DOES THIS EFFORT RELIEVE THE CONTRACTOR OF THE SUBCONTRACTOR'S WORK RESPONSIBILITY TO THE SCOPE OF THE WORK.
9. THE CONTRACTOR OR SUBCONTRACTOR WILL BE RESPONSIBLE FOR ANY LOSS OF HIS RESPECTIVE MATERIALS ON THE PREMISES, INCORPORATED IN THE SCOPE OF THE WORK, ANY VANDALISM, THEFT AND MALICIOUS MISCHIEF. CONTRACTOR AT ALL TIMES SHALL PROTECT, WHEN APPLICABLE, ANY EXCAVATIONS, TRENCHES, BUILDING MATERIALS AND EQUIPMENT FROM DAMAGE CAUSED BY RAINWATER, GROUND WATER, AND RELATED DRAINS OR SEWERS. CONTRACTOR SHALL PROVIDE LABOR, PUMPS AND ALL EQUIPMENT NECESSARY TO PROVIDE THIS PROTECTION. ANY LOSSES INCURRED SHALL BE REPLACED BY THE CONTRACTOR IN KIND.
10. FIRES SHALL NOT BE PERMITTED OR BURIED ON THE PREMISES UNLESS A WRITTEN PERMISSION OF THE GOVERNMENTAL AGENCY RULING FOR THE AREA IS PROVIDED AND ACCEPTED BY THE OWNER.
11. EACH SUBCONTRACTOR IS RESPONSIBLE AT THE END OF EACH DAY FOR THE CLEANING OF HIS WORK AREA AND DISPOSING OF THE TRASH SO AS NOT TO UNDULY ENCUMBER THE PREMISES OR CREATE A HAZARD.
12. UPON COMPLETION OF THE CONSTRUCTION, CONTRACTOR SHALL CLEAN AND VACUUM THE ENTIRE AREA ENCLOSED, DISPOSE OF THE TRASH AND DEBRIS OFF THE PREMISES, CLEAN ALL WINDOWS, DOORS AND RELATED EQUIPMENT INSTALLED.
13. ALL CONFLICTS AND ITEMS FOR CLARIFICATION BETWEEN DRAWINGS BY THE ARCHITECT, THE ENGINEER AND/OR SPECIAL CONSULTANTS SHALL BE BROUGHT TO THE ATTENTION OF ALL ARCHITECTS PRIOR TO PROCEEDING WITH ANY WORK.
14. UNLESS OTHERWISE NOTED, THE GENERAL CONTRACTOR AND ALL PROSPECTIVE SUBCONTRACTORS SHALL FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT AS MAY BE REQUIRED FOR A COMPLETE SYSTEM, PAY FOR ALL BUILDING PERMITS AND CHARGES REQUIRED, TAXES, INSURANCE AND ANY LIEN OR INCORPORATION BODY REQUIRED TO COMPLETE THE WORK, AND AS SUCH FURNISH ALL GUARANTEES AND RELEASE OF PAYMENT, RELEASES OF LIENS BY ALL SUBCONTRACTORS FOR THE APPROVAL AND FINAL PAYMENT BY OWNER.
15. DURING THE BIDDING PROCESS, EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED REGARDING THE SITE AND THE EXISTING CONDITIONS. NO ADDITIONAL MONETARY COMPENSATION WILL BE MADE FOR WORK AND MATERIALS OMITTED FROM THE BIDDER'S CONTRACT PROPOSAL DUE TO HIS FAILURE TO INFORM HIMSELF BY THE NECESSARY INVESTIGATION OF THE SITE DURING ITS VISIT AND INVESTIGATION OF THE CONSTRUCTION DOCUMENTS.
16. CONTRACTOR SHALL GUARANTEE THE WORK FOR A MINIMUM OF ONE (1) YEAR UNLESS SPECIFIED OR NOTED OTHERWISE. ALL EQUIPMENT WARRANTIES SHALL CARRY FORTH TO THE OWNER WITH THEIR PROSPECTIVE GUARANTEE.
17. ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE, TRUE AND IN THE PROPER ALIGNMENT. MANUFACTURER'S MATERIALS, EQUIPMENT, ETC. SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS, UNLESS NOTED OTHERWISE.
18. ALL DIMENSIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
19. THE EQUIPMENT OR FURNITURE SHOWN ON THOSE PLANS ARE TO BE PROVIDED BY THE OWNER OR THE SUBCONTRACTOR. GENERAL CONTRACTOR SHALL VERIFY AS SUCH ALL REQUIREMENTS THERETO AND PROVIDE EQUIPMENT OR FURNITURE INDICATED BY PLANS.
20. ALL SLAB PENETRATIONS SHALL BE SEALED WITH UL LISTED FIRE SAFING AND WATERPROOF MATERIAL IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL CODE REQUIREMENTS.

PROJECT INFORMATION

SCOPE OF WORK

ALTERATION - 5TH FLOOR

APPLICABLE CODES

2009 INTERNATIONAL BUILDING CODE WITH CITY OF CONROE AMENDMENTS
2009 INTERNATIONAL FIRE CODE WITH CITY OF CONROE AMENDMENTS
2009 INTERNATIONAL PLUMBING CODE WITH CITY OF CONROE AMENDMENTS
2009 INTERNATIONAL MECHANICAL CODE WITH CITY OF CONROE AMENDMENTS
2009 INTERNATIONAL FUEL GAS CODE WITH CITY OF CONROE AMENDMENTS
2008 NATIONAL ELECTRICAL CODE WITH CITY OF CONROE AMENDMENTS
2009 INTERNATIONAL ENERGY CONSERVATION CODE WITH CITY OF CONROE AMENDMENTS
2012 TEXAS ACCESSIBILITY STANDARDS WITH CITY OF CONROE AMENDMENTS
2014 CITY OF CONROE ORDINANCE
2015 INTERNATIONAL ENERGY CODE WITH CITY OF CONROE AMENDMENTS

TDLA

N/A

CODE ANALYSIS

I. USE AND OCCUPANCY CLASSIFICATION

GROUP B

II. BUILDING CONSTRUCTION CLASSIFICATION

TYPE II B

III. FIRE SPRINKLERED

NO

DRAWING INDEX

ARCHITECTURAL

GIS	GENERAL INFORMATION SHEET
A 1.0	FLOOR PLANS
A 2.0	PROPOSED ELECTRICAL PLAN & RCP
A 3.0	INTERIOR ELEVATIONS, SCHEDULES & DETAILS

SITE LOCATION



VICINITY MAP



H4 ARCHITECTS +ENGINEERS

CONROE CITY HALL 5TH FLOOR

300 W DAVIS ST
CONROE, TX 77301

NO	DESCRIPTION	DATE

PROJECT NUMBER
3082018

DRAWN BY
JR, LTH

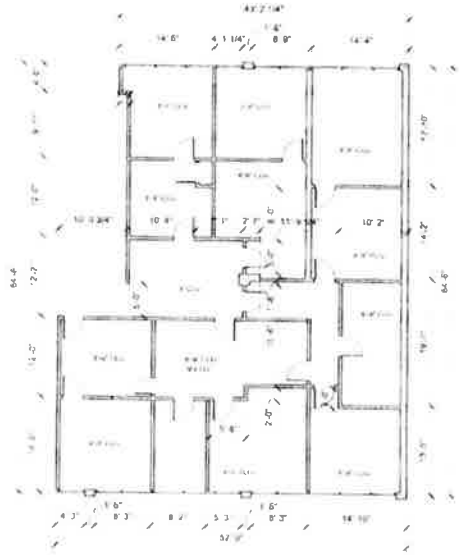
CHECKED BY
JAH

DRAWING NAME

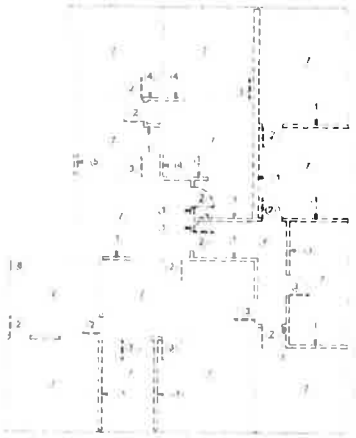
GENERAL INFORMATION SHEET

DRAWING NUMBER

GIS



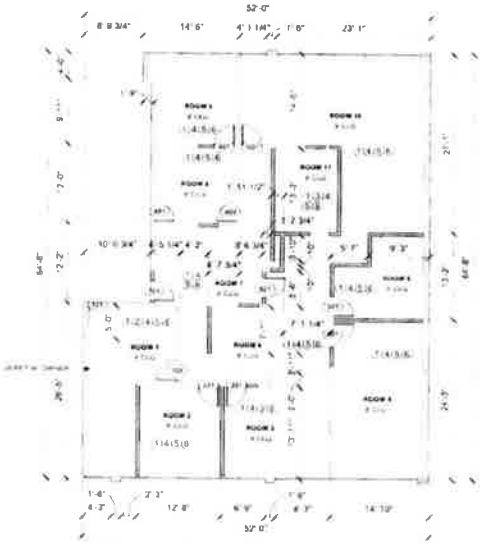
1 EXISTING PLAN
1/8" = 1'-0"



2 DEMOLITION PLAN
1/8" = 1'-0"

DEMOLITION KEYED NOTES

KEY	NOTE
1	REMOVE EXISTING WALL
2	REMOVE EXISTING DOOR
3	RELOCATE EXISTING DOOR, RE: PROPOSED FLOOR PLAN
4	REMOVE EXISTING WALL TO ACCOMMODATE EXISTING 3270 DOOR
5	REMOVE EXISTING WALL TO ACCOMMODATE EXISTING 3080 DOOR
6	EXISTING DOOR TO REMAIN
7	REMOVE EXISTING FLOOR FINISHES



3 PROPOSED PLAN
1/8" = 1'-0"

PROPOSED KEYED NOTES

KEY	NOTE
1	NEW CARPET & COVE BASE
2	NEW CABINETS (UPPER & LOWER) W/ SINK
3	NEW 3070 CASED OPENING
4	NEW PAINT ON ALL WALLS (VERIFY W/ OWNER)
5	EXISTING HVAC TO BE RELOCATED AS REQUIRED
6	NEW CEILING GRID & TILE

ARCHITECTS
+ENGINEERS

CONROE CITY HALL 5TH FLOOR

300 W DAVIS ST
CONROE, TX 77301

NO	DESCRIPTION	DATE

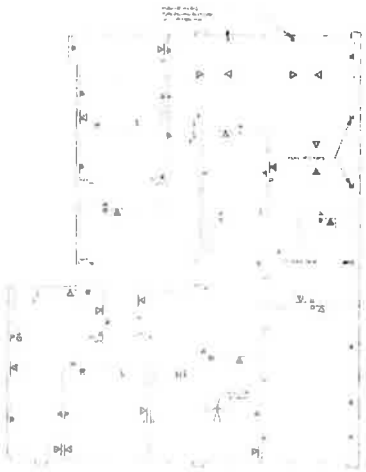
PROJECT NUMBER
2022018

DRAWN BY
JAH, JR, LTH

CHECKED BY
JAH

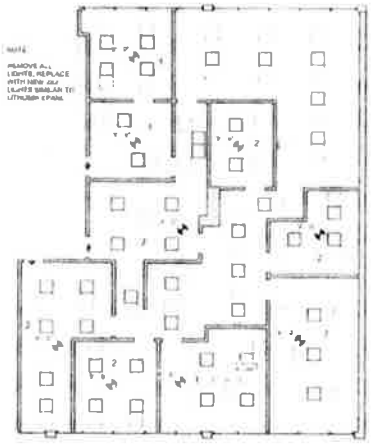
DRAWING NAME
FLOOR PLANS

DRAWING NUMBER
A-1.0



1 PROPOSED ELECTRICAL
1/8" = 1'-0"





2 PROPOSED RCP
1/8" = 1'-0"

RCP KEYED NOTES

KEY	NOTE
1	EXISTING AIR DEVICES TO REMAIN (REUSE EXISTING OR PROVIDE NEW AIR DEVICE TO MATCH, REBALANCE AS REQUIRED)
2	MODIFY SUPPLY AND RETURN AIR DEVICES TO ACCOMMODATE NEW WALLS, CEILING, AND LIGHTS

ARCHITECTS
+ENGINEERS

05.03.2022

CONROE CITY HALL 5TH FLOOR

NO.	DESCRIPTION	DATE

PROJECT NUMBER
2022018

DRAWN BY
JAH, JR, LTH

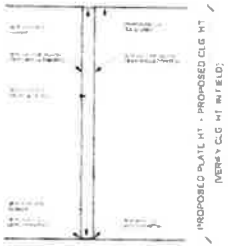
CHECKED BY
JAH

DRAWING NAME

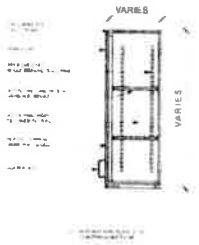
PROPOSED
ELECTRICAL
PLAN & RCP

DRAWING NUMBER

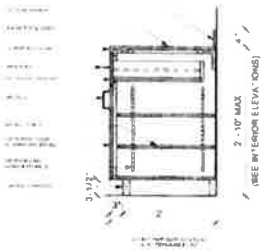
A-2.0



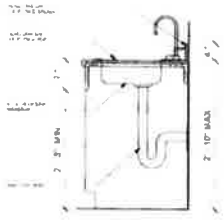
1 TYPICAL WALL SECTION
1/2" = 1'-0"



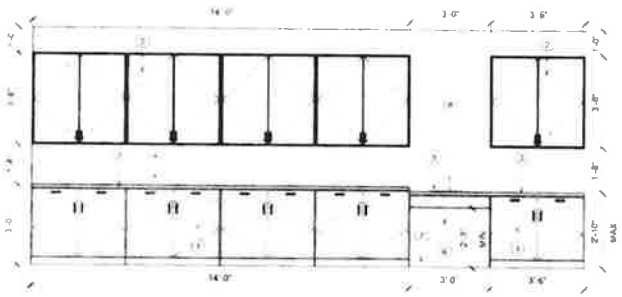
5 CABINET ELEVATION
1" = 1'-0"



3 BASE CABINET
1" = 1'-0"



4 SINK BASE



2 BREAKROOM
1/4" = 1'-0"

CABINET KEYED NOTES

1. (5) 36" x 24" DP. PREFAB LOWER CABINETS
2. (5) 36" x 12" DP. PREFAB UPPER CABINETS
3. P-LAM COUNTER TOP
4. P-LAM BACK SPLASH
5. DBL. SINK (OWNER TO SELECT)
6. WRAP EXPOSED PIPES
7. VINYL BASE (AS REQ'D) TO MATCH EXISTING
8. REPAIR WALL (AS REQ'D). PAINT TO MATCH EXISTING

PROPOSED DOOR SCHEDULE

DOOR	NUMBER	SIZE	HAND	TYPE	REMARKS
1	101	3096	RH	2	EXISTING DOOR & FRAME TO REMAIN
2	102	3070	LH	1	NEW DOOR FROM OWNER'S STOCK OR PROVIDE NEW TO MATCH
3	201	3070	LH	1	NEW DOOR FROM OWNER'S STOCK OR PROVIDE NEW TO MATCH
4	301	3070	RH	1	RELOCATED DOOR & FRAME
5	401	3070	RH	1	RELOCATED DOOR & FRAME
6	501	3070	RH	1	RELOCATED DOOR & FRAME
7	601	3070	LH	1	NEW DOOR FROM OWNER'S STOCK OR PROVIDE NEW TO MATCH
8	701	3090	RH	2	RELOCATED DOOR & FRAME
9	801	3090	RH	2	RELOCATED DOOR & FRAME
10	802	3070	LH	1	NEW DOOR FROM OWNER'S STOCK OR PROVIDE NEW TO MATCH
9	901	3070	RH	1	RELOCATED DOOR & FRAME
10	1001	3070	LH	1	NEW DOOR FROM OWNER'S STOCK OR PROVIDE NEW TO MATCH

NOTES
1 WITH DOORS, FRAME, HARDWARE, HARDWARE TO MATCH
2 WITH ANY ADDITIONAL DOORS TO REMAIN
3 VERIFY WITH OWNER WHAT DOORS NEED TO BE REPLACED



EXISTING HOLLOW MTL
SANDED, PRIMED & PAINTED 3 COATS
OWNER TO SELECT PAINT COLOR

7 DOOR FRAME TYP
NOT TO SCALE

HARDWARE SCHEDULE

1. DOOR HARDWARE TO BE SARGENT
2. TYPE & FINISH TO MATCH EXISTING



TYPE 2
SOLID CORE P-LAM RACO
PRESTIGE OR EQUAL

TYPE 1
SOLID CORE P-LAM RACO
PRESTIGE OR EQUAL

NOTES
1. DOOR OPENING FORCE TO BE 5LB. MAX (EXCLUDING EXTERIOR HINGED AND FIRE DOORS) TO MEET TAS REQUIREMENTS
2. THRESHOLDS AT DOORWAYS SHALL NOT EXCEED 3/4" IN HEIGHT ABOVE THE FINISHED FLOOR OR LANDING FOR SLIDING DOORS SERVING DWELLING UNITS OR 1/2" ABOVE THE FINISHED FLOOR OR LANDING FOR OTHER DOORS. RAISED THRESHOLDS AND FLOOR LEVEL CHANGES GREATER THAN 1/4" AT DOORWAYS SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN ONE UNIT VERTICAL IN TWO UNITS HORIZONTAL (50% SLOPE) PER CHAPTER 10 OF THE IBC.

6 DOOR AND OPENING TYPES
1/4" = 1'-0"

ARCHITECTS
+ENGINEERS

05.13.2022

CONROE CITY HALL 5TH FLOOR

300 W DAVIS ST
CONROE, TX 77301

NO.	DESCRIPTION	DATE

PROJECT NUMBER
2022016

DRAWN BY
JAH, JR

CHECKED BY
JAH

DRAWING NAME

INTERIOR ELEVATIONS, SCHEDULES, & DETAILS

DRAWING NUMBER

A-3.0

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

Meeting Date:	June 22, 2022
Department:	Finance & Administration
Contact:	Steve Williams

☐ Ordinance ☐ Resolution
☒ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Description

Discuss Conroe Municipal Management District #1 Amended and Restated Reimbursement Agreement

Summary

On October 24, 2013, the City and the District entered into a Reimbursement Agreement and Economic Development Agreement related to the City's payment to the District for certain improvement costs necessary to develop property within the District.

In consideration of the economic benefits to the City, the City previously agreed to reimburse the District for Improvement Costs in the aggregate amount of $18,693,200 (plus accrued interest at a minimum of 4%). The City and the District wish to terminate both of the Prior Agreements and to enter into this Agreement related to the City's payment of Improvement costs to the District.

This is a discussion item only, and it is anticipated that the final agreement will be considered at a future City Council meeting.

Recommendation

N/A

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

Steve Williams
Digitally signed by Steve Williams
DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityconroe.org, c=US
Date: 2022.06.13 17:46:36 -05'00'

Submitted By:

Admin

Agenda Submittal Form

CITY OF CONROE

■ Workshop ☐ Regular Council

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
■ Executive Session

Meeting Date:	June 22, 2022
Department:	Legal
Contact:	G. SCOTT

Description

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, Sections 551.071 and 551.072:

- SJRA GRP Contract litigation (Section 551.071);
- QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Section 551.071);
- Legal advice and consultation pertaining to the pending condemnation suits involving the Dallas Realignment Project (Sec. 551.071); and,
- Deliberation concerning the purchase, exchange, lease or value of real property (Section 551.072).

Summary

Closed executive session deliberations authorized by Texas Government Code Chapter 551.

Recommendation

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

Submitted By: _____ Admin: _____

RECONVENE

THURSDAY, JUNE 23, 2022 – 9:30 A.M.

VIDEOCONFERENCE 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.

CALL TO ORDER
CALL OF ROLL
INVOCATION/PLEDGE

PROCLAMATIONS/RECOGNITIONS

CITIZEN INQUIRIES – NOT TO EXCEED 30 MINUTES
Citizen inquiries are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.

ACTION AGENDA

1.		Introduction of Shenandoah Mayor John Escoto.	**Mayor Pro Tem Maddux**
2.		Presentation of Conroe Cultural District Update.	**F. Robinson**
3.	**Workshop**	Consider an Ordinance amending Chapter 102 Vegetation, Division 2, Tree Preservation and Development Planning, Section 102-10 of the Code of Ordinances relating to tree preservation and landscape.	**T. Woolley**
4.	**Executive Session**	Approve purchase of Real Property for the Dallas Street at Roberson Street Realignment Project – Lot 1 and Lot 2 of Block 7 of the Highlands Addition.	**T. Woolley**
5.	**Executive Session**	Approve purchase of Real Property for the Dallas Street at Roberson Street Realignment Project – Lot 3 and the east one-half of Lot 4 of Block 7 of the Highlands Addition.	**T. Woolley**
6.	**Executive Session**	Approve purchase of Real Property for the Dallas Street at Roberson Street Realignment Project – West one-half of Lot 4 of Block 7 of the Highlands Addition.	**T. Woolley**
7.		May 2022 Monthly Financial Summary Report.	**S. Williams**
8.	**Executive Session**	A Resolution approving a contract for the purchase of 0.414 acres of land at 202 North Frazier Street, in Conroe, Texas authorizing the Mayor to execute the contract; authorizing the Mayor to complete the purchase in accordance with the contract terms and to execute and deliver all documents and payments necessary to complete the purchase transaction in accordance with the terms of the contract.	**P. Virgadamo**

CONSENT AGENDA

9.	**Workshop**	Consider State of Texas; Motor Vehicle Crime Prevention Authority Grant Program – Resolution.	**Chief Christy**
10.	**Workshop**	Consider Department of Justice Office of Community Oriented Policing Services (COPS) Grant Program – Resolution.	**Chief Christy**
11.	**Workshop**	Consider hiring PGAL and signing AIA Contract to provide the Architectural and Engineering Design services for new Fire Station No. 8 and related sitework.	**Chief Kreger**
12.	**Workshop**	Consider requested partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.	**T. Woolley**

13.	**Workshop**	Consider requested partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.	**T. Woolley**
14.		Consider approval of a Resolution consenting to the assignment and assumption of the City of Conroe Tax Abatement Agreement dated January 22, 2018 between Norman Conroe TX LLC as assignor, to Bayshore Parcel, LLC, OBP Conroe, LLC and PIC Conroe, LLC collectively as assignees.	**D. Scheiner**
15.	**Workshop**	Approval of Internal Audit Updater.	**S. Mattson**
16.	**Workshop**	Consider renovations of Community Development offices on 5th floor of City Hall.	**S. Williams**
17.		Payment of statements.	**S. Williams**

Adjourn

I certify that the above notice of meeting was posted on the bulletin board in City Hall, 300 West Davis, and in other places accessible to the public on the 17th day of June, 2022.

Soco M. Gorjón, City Secretary

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

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

AGENDA SUBMITTAL FORM

Meeting Date:	**June 23, 2022**	**Highlight Item Type:** **REGULAR COUNCIL MEETING**
Contact:	**Curt Maddux** **Mayor Pro Tem**	■ **Other** ☐ **Resolution** ☐ **Presentation** ☐ **Bid Award** ☐ **Hearing** ☐ **Consent**
Department:	**Mayor & Council**	

CAPTION

Introduction of Shenandoah Mayor John Escoto.

SUMMARY OF ITEM

Introduction

FISCAL IMPACT? ☐ **Yes** ☒ **No**

Fiscal Year:		**Available Funds**	**Budget**	**Est/Actual Cost**	**Difference**
Fund:		**Total Project/Acct.:**	**$**	**$**	**$**
☐ **Cost** ☐ **Revenue**		**Less Other Items:**	**$**	**$**	**$**
		This Agenda Item:	**$**	**$**	**$**

ACTION NEEDED TO AMEND THE BUDGET

☐ **Yes** ■ **No**	**Appropriation Amt.**		**Transfer Amount**	

Appropriation By: ☐ **Reserves** ☐ **Grant** ☐ **Additional Revenues**

Comments:

Supporting Documents: Ordinance

Submitted By: Mayor Pro Tem Maddux	**Admin: Paul Virgadamo**

AGENDA SUBMITTAL FORM

Meeting Date:	**June 23, 2022**	**Highlight Item Type:** **REGULAR COUNCIL MEETING**
Contact:	**Frank Robinson**	■ Other ☐ Resolution ☒ Presentation ☐ Bid Award ☐ Hearing ☐ Consent
Department:	**Mayor & Council**	

CAPTION

Update of Conroe Cultural District

SUMMARY OF ITEM

Update

FISCAL IMPACT? ☐ Yes ☒ No

Fiscal Year:		**Available Funds**	**Budget**	**Est/Actual Cost**	**Difference**
Fund:		**Total Project/Acct.:**	$	$	$
☐ Cost ☐ Revenue		**Less Other Items:**	$	$	$
		This Agenda Item:	$	$	$

ACTION NEEDED TO AMEND THE BUDGET

☐ Yes ■ No	**Appropriation Amt.**		**Transfer Amount**	

Appropriation By: ☐ Reserves ☐ Grant ☐ Additional Revenues

Comments:

Supporting Documents: Ordinance

Submitted By: Frank Robinson	**Admin: Paul Virgadamo**

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ■ **Regular Council**

Meeting Date:	June 23, 2022
Department:	Legal
Contact:	T. Woolley

■ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Public Hearing ☐ Contract
☐ Executive Session

Description

An ordinance amending Chapter 102 Vegetation, Division 2, Tree Preservation and Development Planning, Section 102-10 of the Code of Ordinances relating to tree preservation and landscape; adding residential tree preservation of protected trees in mandated preservation zones and making other changes to the as defined in the ordinance.

Summary

The ordinance amending and replacing the current Section 102-10 as attached. The underlined portion in the ordinance is added to the current Ordinance.

Recommendation

Staff recommends approval.

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

See related Workshop item

Submitted By: _____ Admin: _____

Agenda Submittal Form

CITY OF CONROE

☐ Workshop ☒ Regular Council

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Other
☐ Executive Session

Meeting Date:	06/23/22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

Description

Approve the Purchase of Real Property.

Summary

Discussed Executive Session. Purchase of real property for the Dallas Street at Roberson Street realignment project. This is a previously approved CIP Project.

- Lot 1 and Lot 2 of Block 7 of the Highlands Addition.

Recommendation

Recommends approval

Fiscal Impact ☐ Yes ☒ No

Expenditure Amount:		Revenue Amount:	
Account Number:	602-8060-9070-I04		

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

Financial Review Complete: _____

Attachments

Submitted By: _____

Admin: _____

CERTIFICATE FOR RESOLUTION

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF PENDING CONDEMNATION SUIT STYLED NO. 22-03-03370; THE CITY OF CONROE VS NAPHALI SANCHEZ SOTO AND AUREA PLASESIA FLORES IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF PENDING CONDEMNATION SUIT STYLED NO. 22-03-03370; THE CITY OF CONROE VS NAPHALI SANCHEZ SOTO AND AUREA PLASESIA FLORES IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * * *

WHEREAS, the City of Conroe is a party to litigation styled No. 22-03-03370; The City of Conroe vs. Naphali Sanchez Soto and Aurea Plasesia Flores in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the parties desire to compromise and settle the disputes between the parties:

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

Section 1. The City Council authorizes the Mayor, upon the advice and approval of the City Attorney, to enter into a written settlement agreement compromising and settling the pending litigation upon a basis that substantially conforms to the settlement agreement attached to this resolution as Exhibit A, which settlement agreement shall be binding upon the City of Conroe without further action by the City Council. The Mayor is authorized to execute and deliver all documents and to take all actions necessary and consistent with the approved settlement terms to secure the mutual agreed dismissal of the litigation including all pending claims and counter-claims made by either party.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 23rd day of June, 2022.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
GARY A. SCOTT, City Attorney

ATTEST:

_____
SOCO GORJON, City Secretary

NO. 22-03-03370

THE CITY OF CONROE, TEXAS,	§	**IN THE DISTRICT COURT OF**
	§	
Plaintiff,	§	
	§	
v.	§	**MONTGOMERY COUNTY, TEXAS**
	§	
NAPHALI SANCHEZ SOTO and AUREA PLASESIA FLORES,	§	
	§	
	§	
Defendant.	§	**284TH JUDICIAL DISTRICT**

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made and entered into by and between the City of Conroe, Texas ("Conroe") and Naphali Sanchez Soto and Aurea Plasesia Flores ("Defendants"), all collectively referred to as the "Parties."

WHEREAS, Conroe, Plaintiff, is a home-rule municipal corporation organized and operating under the laws of the State of Texas, and having the right of eminent domain and power of condemnation; and

WHEREAS, Defendants own 0.1549 acres of land situated in Lemuel Smith Survey, Abstract 526, Montgomery County, Texas which the City of Conroe, Texas seeks to acquire a fee simple title which is more particularly described in the metes and bounds description attached hereto as "Exhibit A" and incorporated herein for all purposes (the "Property"); and

WHEREAS, on or about March 16, 2022, an Original Petition was filed in Montgomery County, by Conroe against Defendants, in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the Parties want to resolve all claims, including but not limited to, any and all claims and causes of action relating to or arising out of any contention that could be asserted by any of the Parties in the above styled and numbered proceeding.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties have agreed to the following terms:

1. Defendants hereby release and forever discharges Conroe, its respective officials, agents, servants, employees, and attorneys, of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys' fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, and all costs and expenses incurred by Defendants, their agents, servants, employees, and attorneys, including attorneys' fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties, with respect to the above styled and numbered condemnation proceeding.

2. Defendants agree to convey the Property to Conroe by Special Warranty Deed attached hereto as Exhibit "B," and incorporated herein by this reference.

3. Conroe agrees to pay to Defendants the total sum of $95,000.00. Said payment shall be made by issuance of a check in the amount of $95,000.00 from the City of Conroe, Texas payable to Defendants. Said check shall be delivered to Naphali Sanchez Soto by and through the attorney of record Mr. Robert Bartlett, 1103 North First Street, Conroe, TX 77301 on or before MONTH DAY, 2022. Defendants will be responsible for all ad valorem taxes on the Property until closing.

4. Each Party to this Agreement is acting voluntarily and on its or their own free will; and is in no way relying upon any promise, warranty, representation, or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or attorney of the Party being released or any person or firm in privity with the Party being released; and both Conroe and Defendants understand that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

5. This Agreement is made solely for the purpose of avoiding further costly litigation and for making peace under the facts and circumstances of this case, and in entering into this Agreement, Conroe is in no way admitting liability, but is expressly denying liability.

6. Defendants hereby covenant and agree not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against Conroe relating to any and all matters made the subject of this Agreement, including specifically issues over the right to take or the amount of compensation paid to Defendants under the terms of this Agreement, unless litigation is necessary to enforce the terms of said Agreement.

7. Each Party to this Agreement warrants and represents that it has read the above and foregoing Agreement, and each Party to this Agreement understands that it is a full, final, and complete settlement and release of all claims held, owned, or possessed in any capacity whatsoever by each releasing Party as against each released Party.

8. Contemporaneous with the final settlement of all claims by the execution of this Agreement, and delivery of a $95,000.00 check by the City of Conroe, Texas as set forth under the terms in Paragraph 3 above, all Parties shall by and through their attorneys of record seek dismissal of this litigation. It is the express intent of the Parties to this Agreement that, except as

may be necessary to enforce the terms of this Agreement, Conroe shall not be exposed to any further liabilities, including claims and suits for damages relating to the matters herein described, by Defendants or their successors or assigns, or legal representatives.

9. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party that is not contained herein.

10. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release its claims and to execute this Agreement, the Parties have relied solely and only upon their own judgment, and their attorneys' legal expertise.

11. This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any Party based upon the identity of the author of this Agreement or any portion thereof.

12. This Agreement shall be governed, construed, interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas.

13. The statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

14. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

15. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders, and all covenants,

agreements, and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein.

16. This Agreement shall be binding on each and every Party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries, or any other related capacity with respect to any and all of the claims that each Party may have, or has brought against the other Party.

17. Each of the signatories signing this Agreement represents and warrants that it is authorized to execute this Agreement and bind its or his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

18. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

19. The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof.

20. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The Parties agree that this Agreement contains the entire understanding of the Parties and that no prior agreements, representations, warranties, or understandings, whether written or oral, will be enforceable.

21. The Parties hereto mutually and simultaneously by these presents authorize and direct their respective attorneys to execute and deliver for entry such instruments as may be necessary to obtain dismissal of the above-mentioned litigation, with prejudice, to the rights of all

Parties, each Party bearing its own attorney's fees and costs. The Parties agree that the settlement date shall be the date of the execution of this Agreement.

22. Each Party hereto acknowledges that it has read and understands the effect of the above and foregoing mutual Agreement, and executes same of its own free will and accord for the purposes and consideration set forth.

23. Each Party hereto agrees to bear its own attorney's fees and expenses incurred in connection with this action.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this _____ day of _____, 2022.

CITY OF CONROE, TEXAS

By: _____
Paul Virgadamo, Jr., City Administrator

ATTEST:

_____
Soco M. Gorjon, City Secretary

NAPHALI SANCHEZ SOTO

Naphali Sanchez Soto

AUREA PLASESIA FLORES

Aurea Plasesia Flores

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Virgadamo, Jr., City Administrator of the City of Conroe, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Naphali Sanchez Soto, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of June, 2022.

CINDY GONZALEZ
Notary Public, State of Texas
Comm. Expires 10-16-2023
Notary ID 130405630

Cindy R. Gonzalez
Notary Public In and For the State of Texas

My Commission Expires: 10-16-2023

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Aurea Plasesia Flores, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of June, 2022.



Cindy R. Gonzalez
Notary Public In and For the State of Texas

My Commission Expires: 10-16-2023

(SEAL)

EXHIBIT A

0.1549 ACRE TRACT

SURVEY OF A 0.1549 ACRE (6,746 SQUARE FEET) OF LAND LOCATED IN THE LEMUEL SMITH SURVEY, ABSTRACT 526, MONTGOMERY COUNTY, TEXAS; SAID 0.1549 ACRE TRACT BEING ALL OF LOT 1 AND LOT 2 OF BLOCK 7 OF THE HIGHLANDS ADDITION, AS INDICATED ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 34 IN THE MONTGOMERY COUNTY MAP RECORDS (M.C.M.R.), AND CONVEYED TO NAPHALI SANCHEZ SOTO, BY INSTRUMENT DATED OCTOBER 20, 2011 AND RECORDED IN MONTGOMERY COUNTY CLERK'S FILE (M.C.C.F.) NO. 2011101478 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY (O.P.R.R.P.M.C.); SAID 0.1549 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1-inch axle located on the westerly right-of-way line of Roberson Street (apparent 40 feet in width/no right-of-way information found) for the northeasterly corner of a tract of land described as Lot 1 and Lot 2 Parcel A of Block 1 of said Highlands Addition and conveyed to said Naphali Sanchez Soto, by instrument dated October 20, 2011 and recorded in M.C.C.F. NO. 2011101478, O.P.R.R.P.M.C.;

THENCE, South 01°25'59" East, along said westerly right-of-way line of Roberson Street, a distance of 38.99 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set on the southerly line of a called 15 foot wide alley (per Volume 1, Page 34, M.C.M.R.) for the northeast corner of said Lot 1 and being the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 01°25'59" East, continuing along said westerly right-of-way line of Roberson Street and the east line of said Lot 1, a distance of 120.70 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set at the intersection of said westerly right-of-way line of Roberson Street and the northerly right-of-way line of West Dallas Street (60 feet wide per Volume 1, Page 34, M.C.M.R.) for the southeast corner of said Lot 1 and the southeast corner of the herein described tract;

THENCE, South 82°24'48" West, along said northerly right-of-way line of West Dallas Street and the south line of said Lot 1 and Lot 2, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set for the southeast corner of Lot 3, Block 7 of said Highlands Addition, and the southwest corner of said Lot 2 for the southwest corner of the herein described tract, from which a found 1/2-inch iron rod bears South 82°24'48" West, 87.50 feet;

THENCE, North 07°20'51 West, along the common line of said Lot 2 and Lot 3, a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set on the southerly line of said 15 foot wide alley for the northeast corner of said Lot 3, the northwest corner of said Lot 2 and being the northwest corner of the herein described tract, from which a found 1/2-inch Iron rod bears South 82°24'48" West, 87.50 feet;

THENCE, North 82°24'48" East, along the southerly line of said 15 foot wide alley and the north line of said Lot 1 and Lot 2, a distance of 62.44 feet to the **POINT OF BEGINNING** and containing 0.1549 acres (6,746 square feet) of land.

NOTES:

1. All bearings are referenced to the Texas Coordinate System, Central Zone (4203), NAD 83 (2011 Adj.) 2010 epoch.
2. The unit of measure is the US Survey Foot.
3. This survey was performed with the benefit of Title Commitment GF No. CTT20733271 as prepared by Chicago Title Insurance Company and issued on November 10, 2020, effective November 04, 2020.
4. A parcel plat of even date was prepared in conjunction with this metes and bounds description.
5. Abstracting was performed during November through December, 2020.
6. Field surveys were performed during December, 2020 through January, 2021.

I hereby certify that this survey was performed on the ground under my supervision and that this parcel plat represents the facts as found at the time of the survey.

01/27/2021



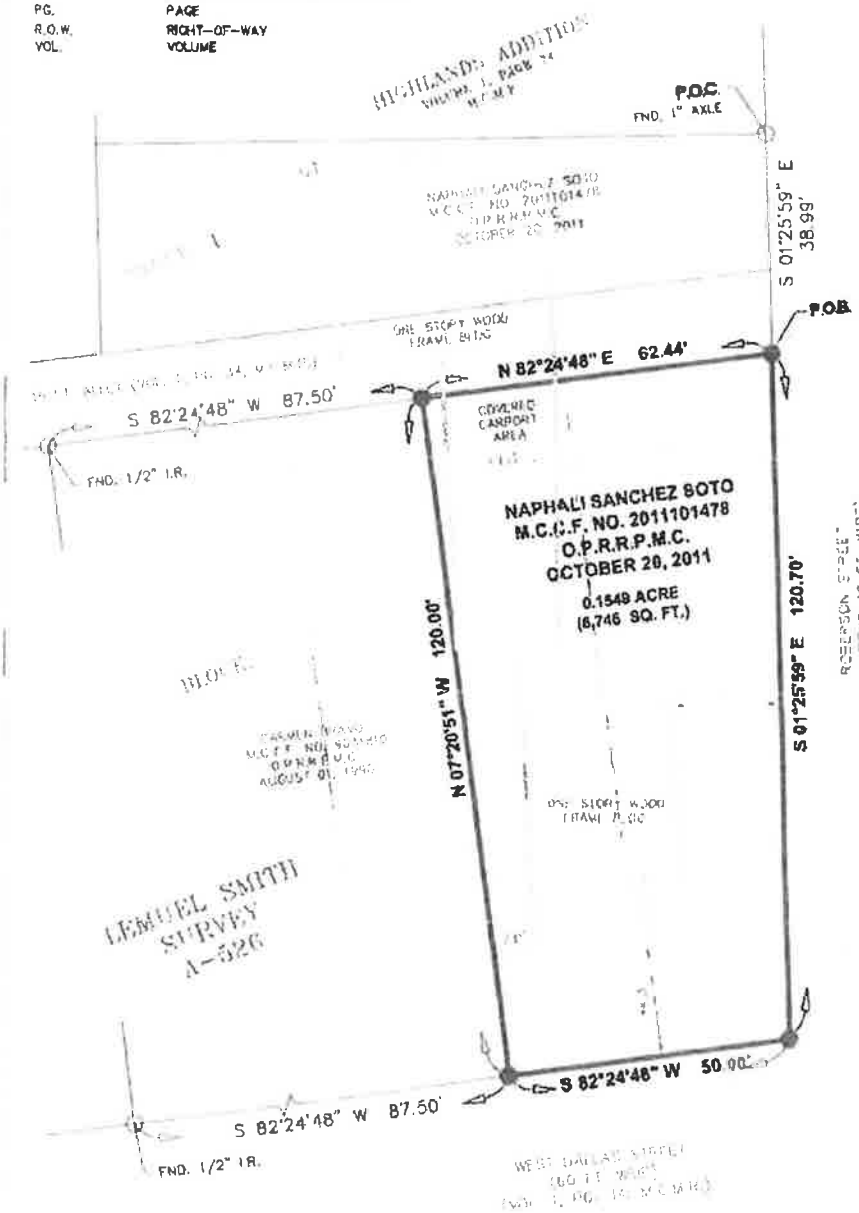
Russell Henderson
Registered Professional Land Surveyor
Texas Registration No. 5641

Landtech Inc.
2525 North Loop West, Suite 300
Houston, Texas 77008
Phone: (713) 961-7068
Fax: (713) 861-4131

TBPELS Reg. No. 10019100

SYMBOL LEGEND

○	FOUND AS NOTED
●	SET 5/8" I.R. W/CAP STAMPED "LANDTECH"
I.R.	IRON ROD
M.C.D.R.	MONTGOMERY COUNTY DEED RECORDS
M.C.M.R.	MONTGOMERY COUNTY MAP RECORDS
O.P.R.R.P.M.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME



NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83 (2011 ADJ.) 2010 EPOCH.
2. THE UNIT OF MEASURE IS THE US SURVEY FOOT.
3. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF TITLE COMMITMENT OF NO. GTT20733271 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY AND ISSUED ON NOVEMBER 10, 2020, EFFECTIVE NOVEMBER 04, 2020.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ABSTRACTING WAS PERFORMED DURING NOVEMBER THROUGH DECEMBER, 2020.
6. FIELD SURVEYS WERE PERFORMED DURING DECEMBER, 2020 THROUGH JANUARY, 2021

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Russell Henderson 01/27/2021

RUSSELL HENDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5641

STATE OF TEXAS REGISTERED RUSSELL HENDERSON 5641 PROFESSIONAL LAND SURVEYOR

0.1549 ACRE TRACT

SURVEY OF A 0.1549 ACRE (6,746 SQUARE FEET) OF LAND LOCATED IN THE LEMUEL SMITH SURVEY, ABSTRACT 526, MONTGOMERY COUNTY, TEXAS; SAID 0.1549 ACRE TRACT BEING ALL OF LOT 1 AND LOT 2 OF BLOCK 7 OF THE HIGHLANDS ADDITION, AS INDICATED ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 34 IN THE MONTGOMERY COUNTY MAP RECORDS (M.C.M.R.), AND CONVEYED TO NAPHALI SANCHEZ SOTO, BY INSTRUMENT DATED OCTOBER 20, 2011 AND RECORDED IN MONTGOMERY COUNTY CLERK'S FILE (M.C.C.F.) NO. 2011101478 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY (O.P.R.R.P.M.C.)

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068
F: 713-861-4131

DATE:	JANUARY 15, 2021
SCALE:	1" = 30'
DRAWING NO.:	2303-C-
JOB NO.:	2020168
SHEET 3 OF 3	

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: June 13, 2022

GRANTOR: NAPHALI SANCHEZ SOTO

GRANTOR'S MAILING ADDRESS: (including County)
500 West Dallas Street
Conroe, Texas 77301
Montgomery County

GRANTEE: CITY OF CONROE, TEXAS

GRANTEE'S MAILING ADDRESS: (including County)
P.O. Box 3066
Conroe, Texas 77305
Montgomery County

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration

PROPERTY:

Approximately 0.1549 acre (6,746 square feet) of land located in the Lemuel Smith Survey, Abstract 526, Montgomery County, Texas; said 0.1549 acre tract being all of Lot 1 and Lot 2 of Block 7 of the Highlands Addition, as indicated on the map or plat thereof recorded in Volume 1, Page 34 in the Montgomery County Map Records (M.C.M.R.), and conveyed to Naphali Sanchez Soto, by instrument dated October 20, 2011 and recorded in Montgomery County Clerk's File (M.C.C.F.) No. 2011101478 in the Official Public Records of Real Property of Montgomery County (O.P.R.R.P.M.C.); said 0.1549 acre tract of land being further discussed by metes and bounds as follows (see Exhibit A)

GRANTOR reserves unto himself, his successors and assigns, any and all oil, gas and other minerals in, on or under the premises conveyed herein; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other

minerals, it being expressly contemplated by the GRANTOR and GRANTEE that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

heptali Sanches
NAPHALI SANCHEZ SOTO

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 13th day of June, 2022, by Naphali Sanchez Soto.

CINDY GONZALEZ
Notary Public, State of Texas
Comm. Expires 10-16-2023
Notary ID 130406630

cindy R. Gonzalez
Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of Conroe
Legal Department
300 West Davis Street
Suite 300
Conroe, Texas 77301

RETURN ORIGINAL DOCUMENT TO:
City of Conroe
Legal Department
300 West Davis Street
Suite 300
Conroe, Texas 77301

EXHIBIT A

0.1549 ACRE TRACT

SURVEY OF A 0.1549 ACRE (6,746 SQUARE FEET) OF LAND LOCATED IN THE LEMUEL SMITH SURVEY, ABSTRACT 526, MONTGOMERY COUNTY, TEXAS; SAID 0.1549 ACRE TRACT BEING ALL OF LOT 1 AND LOT 2 OF BLOCK 7 OF THE HIGHLANDS ADDITION, AS INDICATED ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 34 IN THE MONTGOMERY COUNTY MAP RECORDS (M.C.M.R.), AND CONVEYED TO NAPHALI SANCHEZ SOTO, BY INSTRUMENT DATED OCTOBER 20, 2011 AND RECORDED IN MONTGOMERY COUNTY CLERK'S FILE (M.C.C.F.) NO. 2011101478 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY (O.P.R.R.P.M.C.); SAID 0.1549 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, South 01°25'59" East, along said westerly right-of-way line of Roberson Street, a distance of 38.99 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set on the southerly line of a called 15 foot wide alley (per Volume 1, Page 34, M.C.M.R.) for the northeast corner of said Lot 1 and being the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 01°25'59" East, continuing along said westerly right-of-way line of Roberson Street and the east line of said Lot 1, a distance of 120.70 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set at the intersection of said westerly right-of-way line of Roberson Street and the northerly right-of-way line of West Dallas Street (60 feet wide per Volume 1, Page 34, M.C.M.R.) for the southeast corner of said Lot 1 and the southeast corner of the herein described tract;

THENCE, South 82°24'48" West, along said northerly right-of-way line of West Dallas Street and the south line of said Lot 1 and Lot 2, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set for the southeast corner of Lot 3, Block 7 of said Highlands Addition, and the southwest corner of said Lot 2 for the southwest corner of the herein described tract, from which a found 1/2-inch iron rod bears South 82°24'48" West, 87.50 feet;

THENCE, North 07°20'51 West, along the common line of said Lot 2 and Lot 3, a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "LANDTECH" set on the southerly line of said 15 foot wide alley for the northeast corner of said Lot 3, the northwest corner of said Lot 2 and being the northwest corner of the herein described tract, from which a found 1/2-inch iron rod bears South 82°24'48" West, 87.50 feet;

THENCE, North 82°24'48" East, along the southerly line of said 15 foot wide alley and the north line of said Lot 1 and Lot 2, a distance of 62.44 feet to the **POINT OF BEGINNING** and containing 0.1549 acres (6,746 square feet) of land.

NOTES:

1. All bearings are referenced to the Texas Coordinate System, Central Zone (4203), NAD 83 (2011 Adj.) 2010 epoch.
2. The unit of measure is the US Survey Foot.
3. This survey was performed with the benefit of Title Commitment GF No. CTT20733271 as prepared by Chicago Title Insurance Company and issued on November 10, 2020, effective November 04, 2020.
4. A parcel plat of even date was prepared in conjunction with this metes and bounds description.
5. Abstracting was performed during November through December, 2020.
6. Field surveys were performed during December, 2020 through January, 2021.

I hereby certify that this survey was performed on the ground under my supervision and that this parcel plat represents the facts as found at the time of the survey.

01/27/2021



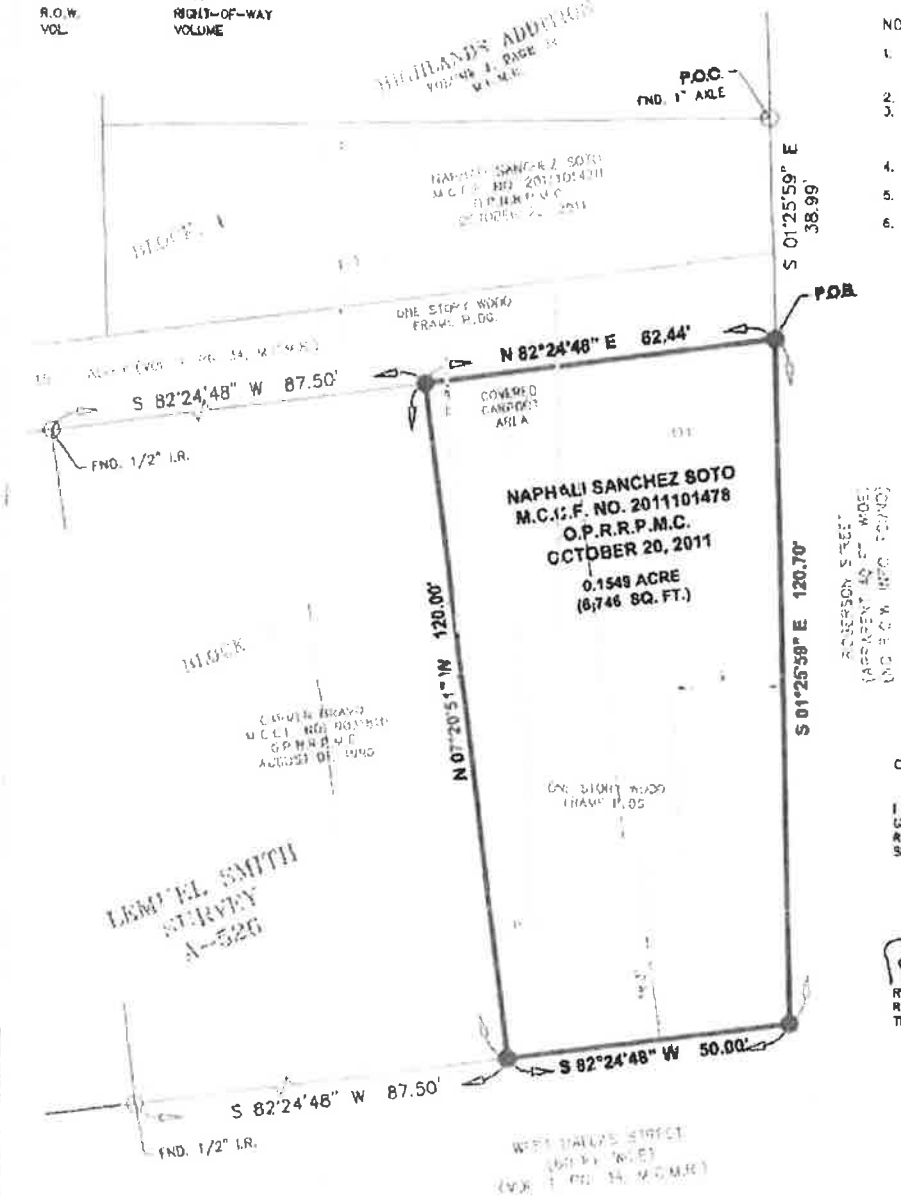
Russell Henderson
Registered Professional Land Surveyor
Texas Registration No. 5641

Landtech Inc.
2525 North Loop West, Suite 300
Houston, Texas 77008
Phone: (713) 961-7068
Fax: (713) 861-4131

TBPELS Reg. No. 10019100

SYMBOL LEGEND

○	FOUND AS NOTED
●	SET 5/8" I.R. W/CAP STAMPED "LANDTECH"
I.R.	IRON ROD
M.C.D.R.	MONTGOMERY COUNTY DEED RECORDS
M.C.M.R.	MONTGOMERY COUNTY MAP RECORDS
O.P.R.R.P.M.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME



NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83 (2011 ADJ.) 2010 EPOCH.
2. THE UNIT OF MEASURE IS THE US SURVEY FOOT.
3. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. CTT20733271 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY AND ISSUED ON NOVEMBER 10, 2020, EFFECTIVE NOVEMBER 04, 2020.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ABSTRACTING WAS PERFORMED DURING NOVEMBER THROUGH DECEMBER, 2020.
6. FIELD SURVEYS WERE PERFORMED DURING DECEMBER, 2020 THROUGH JANUARY, 2021.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Russell Henderson 01/27/2021

RUSSELL HENDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5641

STATE OF TEXAS
REGISTERED
RUSSELL HENDERSON
5641
PROFESSIONAL
LAND SURVEYOR

0.1549 ACRE TRACT

SURVEY OF A 0.1549 ACRE (6,746 SQUARE FEET) OF LAND LOCATED IN THE LEMUEL SMITH SURVEY, ABSTRACT 526, MONTGOMERY COUNTY, TEXAS; SAID 0.1549 ACRE TRACT BEING ALL OF LOT 1 AND LOT 2 OF BLOCK 7 OF THE HIGHLANDS ADDITION, AS INDICATED ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 34 IN THE MONTGOMERY COUNTY MAP RECORDS (M.C.M.R.), AND CONVEYED TO NAPHALI SANCHEZ SOTO, BY INSTRUMENT DATED OCTOBER 20, 2011 AND RECORDED IN MONTGOMERY COUNTY CLERK'S FILE (M.C.C.F.) NO. 2011101478 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY (O.P.R.R.P.M.C.)

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T 713-861-7068
F 713-861-4133

DATE:	JANUARY 15, 2021
SCALE:	1" = 30'
DRAWING NO.:	2303-C
JOB NO.:	2020168

SHEET 3 OF 3

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

Meeting Date:	06/23/22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Other
☐ Executive Session

Description

Approve the Purchase of Real Property.

Summary

Discussed Executive Session. Purchase of real property for the Dallas Street at Roberson Street realignment project. This is a previously approved CIP Project.

- Lot 3 and the east one-half of Lot 4 of Block 7 of the Highlands Addition.

Recommendation

Recommends approval

Fiscal Impact ☐ **Yes** ☒ **No**

Expenditure Amount:		Revenue Amount:	
Account Number:	602-8060-9070-I04		

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

Financial Review Complete: _____

Attachments

Submitted By: _____

Admin: _____

CERTIFICATE FOR RESOLUTION

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF PENDING CONDEMNATION SUIT STYLED NO. 22-01-01236; THE CITY OF CONROE VS CARMEN BRAVO IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF A PENDING CONDEMNATION SUIT STYLED NO. 22-01-01236; THE CITY OF CONROE VS CARMEN BRAVO IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, the City of Conroe is a party to litigation styled No. 22-01-01236; The City of Conroe vs. Carmen Bravo in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the parties desire to compromise and settle the disputes between the parties:

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

Section 1. The City Council authorizes the Mayor, upon the advice and approval of the City Attorney, to enter into a written settlement agreement compromising and settling the pending litigation upon a basis that substantially conforms to the settlement agreement attached to this resolution as Exhibit A, which settlement agreement shall be binding upon the City of Conroe without further action by the City Council. The Mayor is authorized to execute and deliver all documents and to take all actions necessary and consistent with the approved settlement terms to secure the mutual agreed dismissal of the litigation including all pending claims and counter-claims made by either party.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 23rd day of June, 2022.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
GARY A. SCOTT, City Attorney

ATTEST:

_____
SOCO GORJON, City Secretary

NO. 22-01-01236

THE CITY OF CONROE, TEXAS	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	MONTGOMERY COUNTY, TEXAS
	§	
CARMEN BRAVO,	§	
	§	
Defendant.	§	284TH JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made and entered into by and between the City of Conroe, Texas ("Conroe") and Carmen Bravo ("Carmen Bravo"), all collectively referred to as the "Parties."

WHEREAS, Conroe, Plaintiff, is a home-rule municipal corporation organized and operating under the laws of the State of Texas, and having the right of eminent domain and power of condemnation; and

WHEREAS, Carmen Bravo owns 0.1033 acres of land situated in Lemuel Smith Survey, Abstract 526, Montgomery County, Texas which the City of Conroe, Texas seeks to acquire a fee simple title which is more particularly described in the metes and bounds description attached hereto as "Exhibit A" and incorporated herein for all purposes (the "Property"); and

WHEREAS, on or about January 27, 2022, an Original Petition was filed in Montgomery County, by Conroe against Carmen Bravo, in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the Parties want to resolve all claims, including but not limited to, any and all claims and causes of action relating to or arising out of any contention that could be asserted by any of the Parties in the above styled and numbered proceeding.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties have agreed to the following terms:

1. Carmen Bravo hereby releases and forever discharges Conroe, its respective officials, agents, servants, employees, and attorneys, of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys' fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, and all costs and expenses incurred by Carmen Bravo her agents, servants, employees, and attorneys, including attorneys' fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties, with respect to the above styled and numbered condemnation proceeding.

2. Carmen Bravo agrees to convey the Property to Conroe by Special Warranty Deed attached hereto as Exhibit "B," and incorporated herein by this reference.

3. Conroe agrees to pay to Carmen Bravo the total sum of $60,000.00. Said payment shall be made by issuance of a check in the amount of $60,000.00 from the City of Conroe, Texas payable to Carmen Bravo. Said check shall be delivered to Carmen Bravo, 512 West Dallas St. Conroe, TX 77301 on or before June 24, 2022. Carmen Bravo will be responsible for all ad valorem taxes on the Property until closing.

4. Each Party to this Agreement is acting voluntarily and on its or her own free will; and is in no way relying upon any promise, warranty, representation, or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or attorney of the Party being released or any person or firm in privity with the Party being released; and both Conroe and

Carmen Bravo understand that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

5. This Agreement is made solely for the purpose of avoiding further costly litigation and for making peace under the facts and circumstances of this particular case, and in entering into this Agreement, Conroe is in no way admitting liability, but is expressly denying liability.

6. Carmen Bravo hereby covenants and agrees not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against Conroe relating to any and all matters made the subject of this Agreement, including specifically issues over the right to take or the amount of compensation paid to Carmen Bravo under the terms of this Agreement, unless litigation is necessary to enforce the terms of said Agreement.

7. Each Party to this Agreement warrants and represents that it or she has read the above and foregoing Agreement, and each Party to this Agreement understands that it is a full, final, and complete settlement and release of all claims held, owned, or possessed in any capacity whatsoever by each releasing Party as against each released Party.

8. Contemporaneous with the final settlement of all claims by the execution of this Agreement, and delivery of a $60,000.00 check by the City of Conroe, Texas as set forth under the terms in Paragraph 3 above, all Parties shall by and through their attorneys of record seek dismissal of this litigation. It is the express intent of the Parties to this Agreement that, except as may be necessary to enforce the terms of this Agreement, Conroe shall not be exposed to any further liabilities, including claims and suits for damages relating to the matters herein described, by Carmen Bravo or their successors or assigns, or legal representatives.

9. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party that is not contained herein.

10. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release its claims and to execute this Agreement, the Parties have relied solely and only upon their own judgment, and their attorneys' legal expertise.

11. This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any Party based upon the identity of the author of this Agreement or any portion thereof.

12. This Agreement shall be governed, construed, interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas.

13. The statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

14. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

15. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders, and all covenants, agreements, and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein.

16. This Agreement shall be binding on each and every Party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries, or any other related capacity with respect to any and all of the claims that each Party may have, or has brought against the other Party.

17. Each of the signatories signing this Agreement represents and warrants that it is authorized to execute this Agreement and bind its or his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

18. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

19. The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof.

20. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The Parties agree that this Agreement contains the entire understanding of the Parties and that no prior agreements, representations, warranties, or understandings, whether written or oral, will be enforceable.

21. The Parties hereto mutually and simultaneously by these presents authorize and direct their respective attorneys to execute and deliver for entry such instruments as may be necessary to obtain dismissal of the above-mentioned litigation, with prejudice, to the rights of all Parties, each Party bearing its own attorney's fees and costs. The Parties agree that the settlement date shall be the date of the execution of this Agreement.

22. Each Party hereto acknowledges that it has read and understands the effect of the above and foregoing mutual Agreement, and executes same of its own free will and accord for the purposes and consideration set forth.

23. Each Party hereto agrees to bear its own attorney's fees and expenses incurred in connection with this action.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this _____ day of _____, 2022.

CITY OF CONROE, TEXAS

By: _____
Paul Virgadamo, Jr., City Administrator

ATTEST:

_____
Soco M. Gorjon, City Secretary

Carmen Bravo

_____
Carmen Bravo

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Virgadamo, Jr., City Administrator of the City of Conroe, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Carmen Bravo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

_____
Notary Public In and For the State of _____

My Commission Expires: _____

(SEAL)

EXHIBIT A

EXHIBIT B

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

Meeting Date:	06/23/22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Other
☐ Executive Session

Description

Approve the Purchase of Real Property.

Summary

Discussed Executive Session. Purchase of real property for the Dallas Street at Roberson Street realignment project. This is a previously approved CIP Project.

- The west one-half of Lot 4 and Lot 5 of Block 7 of the Highlands Addition.

Recommendation

Recommends approval

Fiscal Impact ☐ **Yes** ☒ **No**

Expenditure Amount:		Revenue Amount:	
Account Number:	602-8060-9070-I04		

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

Financial Review Complete: _____

Attachments

Submitted By: Admin:

CERTIFICATE FOR RESOLUTION

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF PENDING CONDEMNATION SUIT STYLED NO. 22-01-01237; THE CITY OF CONROE VS MARY BRAVO IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____

SOCO M. GORJON - City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING THE SETTLEMENT OF A PENDING CONDEMNATION SUIT STYLED NO. 22-01-01237; THE CITY OF CONROE VS MARY BRAVO IN THE 284TH JUDICIAL DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS AND TAKE ALL OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * * *

WHEREAS, the City of Conroe is a party to litigation styled No. 22-01-01237; The City of Conroe vs. Mary Bravo in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the parties desire to compromise and settle the disputes between the parties:

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

Section 1. The City Council authorizes the Mayor, upon the advice and approval of the City Attorney, to enter into a written settlement agreement compromising and settling the pending litigation upon a basis that substantially conforms to the settlement agreement attached to this resolution as Exhibit A, which settlement agreement shall be binding upon the City of Conroe without further action by the City Council. The Mayor is authorized to execute and deliver all documents and to take all actions necessary and consistent with the approved settlement terms to secure the mutual agreed dismissal of the litigation including all pending claims and counter-claims made by either party.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 23rd day of June, 2022.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
GARY A. SCOTT, City Attorney

ATTEST:

_____
SOCO GORJON, City Secretary

NO. 22-01-01237

THE CITY OF CONROE, TEXAS	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	284TH JUDICIAL DISTRICT
	§	
MARY BRAVO	§	
	§	
Defendant.	§	OF MONTGOMERY COUNTY, TEXAS

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made and entered into by and between the City of Conroe, Texas ("Conroe") and Mary Bravo ("Mary Bravo"), all collectively referred to as the "Parties."

WHEREAS, Conroe, Plaintiff, is a home-rule municipal corporation organized and operating under the laws of the State of Texas, and having the right of eminent domain and power of condemnation; and

WHEREAS, Mary Bravo owns 0.1377 acres of land situated in Lemuel Smith Survey, Abstract 526, Montgomery County, Texas which the City of Conroe, Texas seeks to acquire a fee simple title which is more particularly described in the metes and bounds description attached hereto as "Exhibit A" and incorporated herein for all purposes (the "Property"); and

WHEREAS, on or about January 27, 2022, an Original Petition was filed in Montgomery County, by Conroe against Mary Bravo, in the 284th District Court of Montgomery County, Texas; and

WHEREAS, the Parties want to resolve all claims, including but not limited to, any and all claims and causes of action relating to or arising out of any contention that could be asserted by any of the Parties in the above styled and numbered proceeding.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties have agreed to the following terms:

1. Mary Bravo hereby releases and forever discharges Conroe, its respective officials, agents, servants, employees, and attorneys, of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys' fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, and all costs and expenses incurred by Mary Bravo her agents, servants, employees, and attorneys, including attorneys' fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties, with respect to the above styled and numbered condemnation proceeding.

2. Mary Bravo agrees to convey the Property to Conroe by Special Warranty Deed attached hereto as Exhibit "B," and incorporated herein by this reference.

3. Conroe agrees to pay to Mary Bravo the total sum of $140,000.00. Said payment shall be made by issuance of a check in the amount of $140,000.00 from the City of Conroe, Texas payable to Mary Bravo. Said check shall be delivered to Mary Bravo, 512 West Dallas St. Conroe, TX 77301 on or before June 24, 2022. Mary Bravo will be responsible for all ad valorem taxes on the Property until closing.

4. Each Party to this Agreement is acting voluntarily and on its or his own free will; that it is in no way relying upon any promise, warranty, representation, or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or attorney of the Party being released or any person or firm in privity with the Party being released; and both Conroe and Mary

Bravo understand that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

5. This Agreement is made solely for the purpose of avoiding further costly litigation and for making peace under the facts and circumstances of this particular case, and in entering into this Agreement, Conroe is in no way admitting liability, but is expressly denying liability.

6. Mary Bravo hereby covenants and agrees not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against Conroe relating to any and all matters made the subject of this Agreement, including specifically issues over the right to take or the amount of compensation paid to Mary Bravo under the terms of this Agreement, unless litigation is necessary to enforce the terms of said Agreement.

7. Each Party to this Agreement warrants and represents that it or she has read the above and foregoing Agreement, and each Party to this Agreement understands that it is a full, final, and complete settlement and release of all claims held, owned, or possessed in any capacity whatsoever by each releasing Party as against each released Party.

8. Contemporaneous with the final settlement of all claims by the execution of this Agreement, and delivery of a $140,00.00 check by the City of Conroe, Texas as set forth under the terms in Paragraph 3 above, all Parties shall by and through their attorneys of record seek dismissal of this litigation. It is the express intent of the Parties to this Agreement that, except as may be necessary to enforce the terms of this Agreement, Conroe shall not be exposed to any further liabilities, including claims and suits for damages relating to the matters herein described, by Mary Bravo or their successors or assigns, or legal representatives.

9. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party that is not contained herein.

10. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release its claims and to execute this Agreement, the Parties have relied solely and only upon their own judgment, and their attorneys' legal expertise.

11. This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any Party based upon the identity of the author of this Agreement or any portion thereof.

12. This Agreement shall be governed, construed, interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas.

13. The statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

14. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

15. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders, and all covenants, agreements, and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein.

16. This Agreement shall be binding on each and every Party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries, or any other related capacity with respect to any and all of the claims that each Party may have, or has brought against the other Party.

17. Each of the signatories signing this Agreement represents and warrants that it is authorized to execute this Agreement and bind its or his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

18. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

19. The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof.

20. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The Parties agree that this Agreement contains the entire understanding of the Parties and that no prior agreements, representations, warranties, or understandings, whether written or oral, will be enforceable.

21. The Parties hereto mutually and simultaneously by these presents authorize and direct their respective attorneys to execute and deliver for entry such instruments as may be necessary to obtain dismissal of the above-mentioned litigation, with prejudice, to the rights of all Parties, each Party bearing its own attorney's fees and costs. The Parties agree that the settlement date shall be the date of the execution of this Agreement.

22. Each Party hereto acknowledges that it has read and understands the effect of the above and foregoing mutual Agreement, and executes same of its own free will and accord for the purposes and consideration set forth.

23. Each Party hereto agrees to bear its own attorney's fees and expenses incurred in connection with this action.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this _____ day of _____, 2022.

CITY OF CONROE, TEXAS

By: _____
Paul Virgadamo, Jr., City Administrator

ATTEST:

_____
Soco M. Gorjon, City Secretary

MARY BRAVO

_____
Mary Bravo

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Virgadamo, Jr., City Administrator of the City of Conroe, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Mary Bravo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

_____
Notary Public In and For the State of _____

My Commission Expires: _____

(SEAL)

EXHIBIT A

EXHIBIT B

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

☐ Ordinance ☐ Resolution
☒ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	June 23, 2022
Department:	Finance & Administration
Contact:	Steve Williams

Description
May 2022 Monthly Financial Summary Report

Summary
Presentation of the Monthly Financial Summary Report for the month of May 2022

Recommendation

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

Steve Williams
Digitally signed by Steve Williams
DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityconroe.org, c=US
Date: 2022.06.13 15:05:04 -05'00'

Submitted By:

Admin



CITY OF CONROE

Est. 1904

Monthly Financial Summary Report

May 2022

Fiscal Year 2022

Finance and Administration

CITY OF CONROE

Est. 1904

To: **City Council & Staff**

From: **Jody Czajkoski, Mayor**

Date: **June 23, 2022**

Subject: **May 2022 Monthly Financial Summary Report**

Please find the enclosed Monthly Financial Summary Report for May 2022 submitted by the Department of Finance & Administration. This report has been approved by the City Council.

The very foundation of our strength and leadership is our unbiased ability to examine and report our financial position to the public. We have a responsibility to our citizens and taxpayers to be financially responsible with their money. Along with this responsibility, how we report our financial position is vitally important.

As Mayor, it is my prayer to this Council, and future Councils, that we not shirk our duty or ever lessen the value of self-examination regarding our finances. All of us should be proud of the transparency provided by this financial report.



CITY OF CONROE

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Finance and Administration

CITY OF CONROE

Est. 1904

To: **Paul Virgadamo, City Administrator**

From: **Steve Williams, Asst. City Administrator/CFO**

Date: **June 23, 2022**

Subject: **Financial Summary Report for May 2022**

Attached is the Financial Summary Report for May 2022. The goal of this report is to summarize the City's financial activity and provide current and accurate information to the Council, administration and citizens. All City funds are represented in this report.

The graph on the following page summarizes the revenue and expenditure activity in five of our largest funds. It shows the amount of revenue received and expenditures made as a percent of the total budgeted amounts. The line across the graph represents the percentage of the fiscal year that has elapsed.

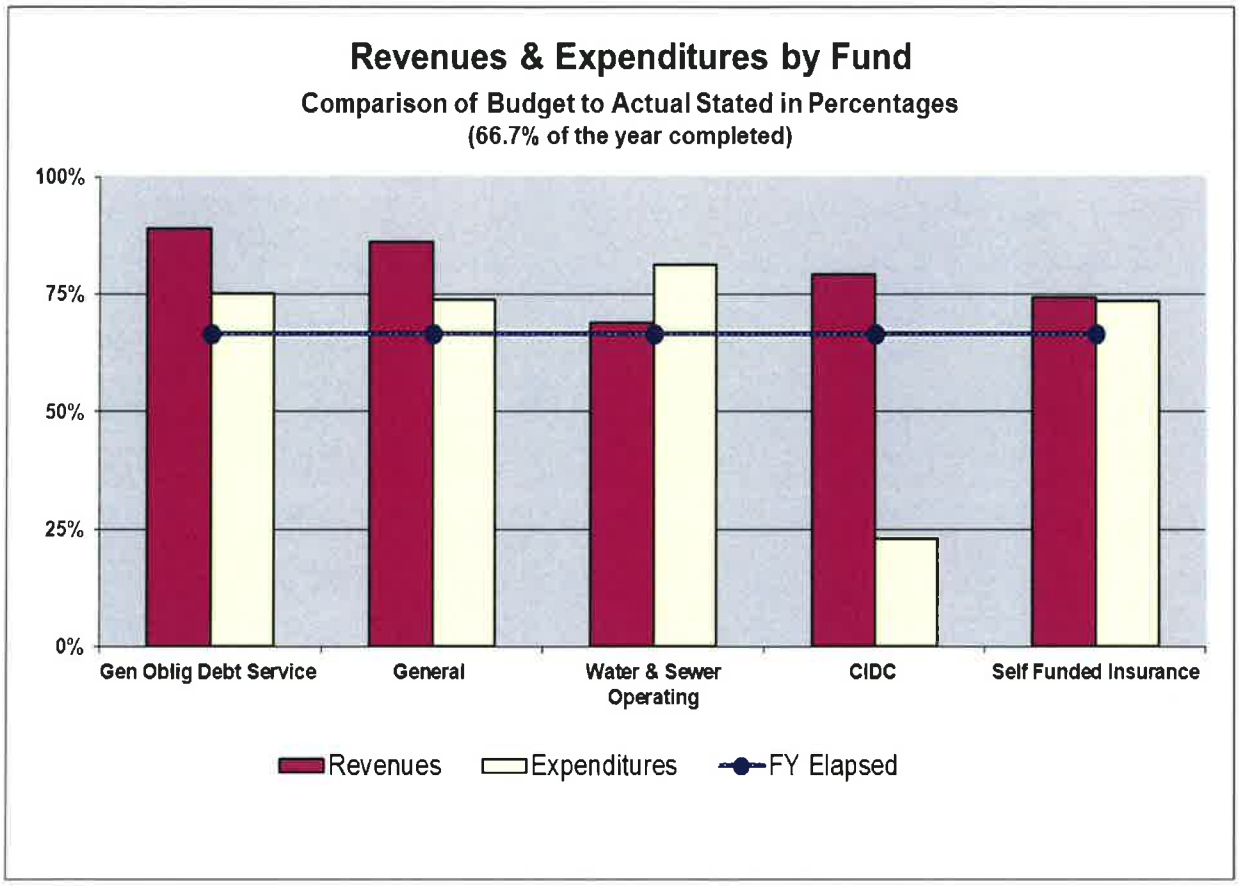
As you can see, revenue in all five of the five major funds have met or exceeded 66.7% of the budgeted amount for the year. The General Obligation Debt Service Fund has received 88.9% of budgeted revenues due to property tax collections. The General Fund has received 86.2% of budgeted revenues due to property tax collections, permits, and intergovernmental revenues. The Water & Sewer Operating Fund has received 69.0% of budgeted revenues due to water charges, sewer charges, water taps, and sewer taps. The CIDC Fund has received 79.3% of budgeted revenues due to land sales at the industrial development park and sales tax revenues. The Self-Funded Insurance Fund (SFIF) has received 74.4% due to premiums and stop loss reimbursements.

On the expenditure side, four of the five major funds spent or encumbered more than 66.7% of the total amount budgeted. The General Obligation Debt Service fund has spent or encumbered 75.2% of the total amount budgeted due to payment of principal and interest that is not a monthly occurrence. The General Fund has spent or encumbered 73.9% of the total amount budgeted. Without encumbrances, the General Fund has only spent 64.8% of budget. Encumbrances are obligations in the form of purchase orders that reserve money to be spent at a later date.

The Water & Sewer Operating Fund has spent or encumbered 81.4% of the total amount budgeted. Without encumbrances, the W&S Operating Fund has spent 65.5% of budget. May's report includes

encumbrances for annual contracts including the surface water fee payment to the San Jacinto River Authority.

Finally, the SFIF has spent or encumbered 73.6% of budget due to medical and dental claims, stop/loss insurance and administration fees. Without encumbrances, the SFIF Fund has spent 63.5% of budget. May's report includes encumbrances for stop-loss premium, CIGNA administration fee and the employee clinic agreement.



The report begins with a summary of fund balances for all funds. Starting on page 10, the report highlights some more detailed financial information for the five largest funds. Pages 16 through 20 contain a summary of revenues and expenses for all other operating and capital funds. Capital Improvement Program (CIP) projects are listed on pages 21 through 24. Other information includes a summary of all budgeted transfers (page 25-26) and a summary of budget amendments (page 27-29). Page 30 contains information about Omnibase – a program to assist in the collection of unpaid traffic fines. A report on the city's self-funded insurance fund is found on pages 31-32. Starting on page 33, all of the City's outstanding debt issuances are shown by funding source and by use. Finally, several graphs of local economic indicators begin on page 72, and financial reports provided by the organizations receiving a portion of the hotel occupancy tax or 4B sales tax are presented on page 87.

Monthly Financial Summary Report
Fund Balances
May 2022

	General Obligation Debt Service	General Fund*	Water & Sewer Operating*	CIDC	CIDC Industrial Park Land Sales	CIDC CIP Fund STRB 2019	Water & Sewer Debt Service
Fund Balance Available 10/1/21	**$ 11,268,905**	**$ 45,597,336**	**$ 33,120,069**	**$ 16,450,498**	**$ -**	**$ 6,663,419**	**$ (2,256)**
Year to Date Revenues	16,899,170	83,576,423	38,559,781	10,855,743	-	10,328	18,103,656
Year to Date Expenditures & Encumbrances	14,445,588	75,807,779	54,188,191	5,212,682	-	522,260	17,549,832
Current Fund Balance Available	**$ 13,722,487**	**$ 53,365,980**	**$ 17,491,659**	**$ 22,093,560**	**$ -**	**$ 6,151,486**	**$ 551,569**
Unassigned Fund Balance/Working Capital Reserve/Rate Stabilization	N/A	90	90	N/A	N/A	N/A	N/A
Fund Balance - Operating Days - May 2022	**261**	**190**	**96**	**357**	**N/A**	**N/A**	**N/A**
Annual Budgeted Expenditures	19,209,569	102,588,491	66,599,853	22,566,909			

*** General Fund** - This fund sets the minimum at 90 days of unassigned fund balance.
*** W&S Operating** - This fund sets the minimum reserves at 60 days plus an additional 30 days for Rate Stabilization.

Monthly Financial Summary Report
Fund Balances
May 2022

	Water & Sewer Revenue Reserve	Convention Center Debt Service	Vehicle & Equipment Replacement (VERF)	Water & Sewer Vehicle & Equip. Replacement (VERF)	Technology Replacement (TERF)	Fleet Services	Hotel Occupancy Tax
Fund Balance Available 10/1/21	**$ 4,509,470**	**$ 130**	**$ 4,477,175**	**$ 1,411,319**	**$ 152,861**	**$ 330,812**	**$ 3,646,660**
Year to Date Revenues	4,061	310,742	3,003,892	298,976	650,000	1,400,818	1,641,021
Year to Date Expenditures & Encumbrances	1,640,800	310,742	4,654,315	356,846	156,828	1,527,499	4,248,281
Current Fund Balance Available	**$ 2,872,731**	**$ 130**	**$ 2,826,752**	**$ 1,353,449**	**$ 646,033**	**$ 204,132**	**$ 1,039,400**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	31	178
Annual Budgeted Expenditures						2,381,662	2,126,032

Monthly Financial Summary Report
Fund Balances
May 2022

	CDBG Entitlement[1]	Facilities Management[2]	Oscar Johnson Jr. Community Center	Woodlands Township Regional Participation	Retirement Healthcare Plan	Self Funded Insurance	PID Assessments
Fund Balance Available 10/1/21	**$ -**	**$ -**	**$ 8,721**	**$ 436,558**	**$ 13,447,550**	**$ 2,782,070**	**$ 3,827**
Year to Date Revenues	-	1,070,095	975,564	38,885	4,102,981	7,946,096	447,040
Year to Date Expenditures & Encumbrances	1,340,703	1,295,488	935,699	-	377,719	9,075,616	1,250
Current Fund Balance Available	**$ (1,340,703)**	**$ (225,392)**	**$ 48,585**	**$ 475,443**	**$ 17,172,811**	**$ 1,652,550**	**$ 449,617**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Annual Budgeted Expenditures		1,123,436					

Notes on Negative Balances:

1. CDBG Entitlement - This fund will be reimbursed by grant proceeds from the U.S. Department of Housing and Urban Development (HUD).

2. Facilities Management - This fund is negative due to encumbrances. Funding will come from transfers from the General Fund.

Monthly Financial Summary Report
Fund Balances
May 2022

	Longmire Creek Estates PID	Wedgewood Falls PID	Shadow Lakes PID	Chase Run PID	Canyon Creek PID	Firearms Training Facility	Municipal Court Technology
Fund Balance Available 10/1/21	**$ 31,808**	**$ 119,973**	**$ 64,497**	**$ 524,693**	**$ 13**	**$ 97,374**	**$ 126,409**
Year to Date Revenues	80,999	182,958	189,890	284,502	60,946	37,000	21,369
Year to Date Expenditures & Encumbrances	39,508	79,571	112,446	750	250	-	54,617
Current Fund Balance Available	**$ 73,299**	**$ 223,359**	**$ 141,941**	**$ 808,445**	**$ 60,709**	**$ 134,374**	**$ 93,161**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
May 2022

	Municipal Court Building Security	Municipal Court Local Truancy Prevention	Municipal Court Efficiency	Municipal Court Truancy Prevention	Municipal Jury Fund	MC - Time Payment Reimbursement	Animal Shelter Reserve
Fund Balance Available 10/1/21	**$ 7**	**$ 3**	**$ 196,398**	**$ 32,451**	**$ 808**	**$ 18,278**	**$ 496,405**
Year to Date Revenues	24,805	25,909	998	1,235	476	13,855	134,550
Year to Date Expenditures & Encumbrances	-	1,986	-	410	-	-	53,253
Current Fund Balance Available	**$ 24,811**	**$ 23,926**	**$ 197,396**	**$ 33,276**	**$ 1,284**	**$ 32,133**	**$ 577,702**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
May 2022

	Employee Disaster Assistance Fund	Conroe MMD#1 - Reimbursement	Conroe MMD#1 - Economic Development	FY17 Section 5307 Grant	FY18 Section 5307 Grant	FY 19 Section 5307 Grant	CARES Act Funding COVID-19 Grant[3]
Fund Balance Available 10/1/21	**$ 4,607**	**$ 858,396**	**$ 974,318**	**$ -**	**$ -**	**$ -**	**$ -**
Year to Date Revenues	-	700	680	-	-	-	328,627
Year to Date Expenditures & Encumbrances	-	-	-	-	-	-	781,983
Current Fund Balance Available	**$ 4,607**	**$ 859,096**	**$ 974,998**	**$ -**	**$ -**	**$ -**	**$ (453,356)**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes on Negative Balances:

3. Cares Act Funding COVID-19 Grant - This fund is negative pending receipt of grant proceeds.

Monthly Financial Summary Report
Fund Balances
May 2022

	FY18 Ssection 5310 Grant[4]	H-GAC Transit Commuter Bus Service[5]	State Public Transportation Grant[6]	CDBG Disaster Recovery GLO Grant-2016 Floods & Storms[7]	CDBG Disaster Recovery GLO Grant-Hurricane Harvey[8]	CLRF - American Rescue Act	Conroe Local Government Corporation
Available 10/1/21	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,922,109**	**$ 1,500,000**
Year to Date Revenues	25,783	46,230	-	428,767	1,400	-	-
Year to Date Expenditures & Encumbrances	176,193	91,471	87,347	437,017	56,407	4,884,084	-
Current Fund Balance Available	**$ (150,410)**	**$ (45,241)**	**$ (87,347)**	**$ (8,251)**	**$ (55,007)**	**$ 3,038,025**	**$ 1,500,000**
Fund Balance - Operating Days - May 2022			N/A	N/A	N/A	N/A	N/A

Notes on Negative Balances:

4. FY18 Section 5310 Grant - This fund is negative pending receipt of grant proceeds.

5. H-GAC Transit Commuter Bus Service - This fund is negative pending receipt of grant proceeds.

6. State Public Transportation Grant - This fund is negative pending receipt of grant proceeds.

7. CDBG Disaster Recovery GLO Grant-2016 Floods & Storms - This fund is negative pending receipt of grant proceeds.

8. CDBG Disaster Recovery GLO Grant-Hurricane Harvey - This fund is negative pending receipt of grant proceeds.

Monthly Financial Summary Report
Fund Balances
May 2022

	Facilities CIP Fund	Transportation Grant CIP Fund	TIRZ#3	W&S CIP FUND CO 2018B	W&S CIP FUND CO 2019B	W&S CIP FUND CO 2020C	W&S CIP FUND CO 2021C
Fund Balance Available 10/1/21	**$ 4,550**	**$ 326,575**	**$ 5,244,816**	**$ 15,784,003**	**$ 5,962,901**	**$ 12,767,000**	**$ -**
Year to Date Revenues	-	-	5,225,309	12,798	2,381,328	100,498	27,462,847
Year to Date Expenditures & Encumbrances	4,550	-	2,895,428	15,155,758	5,301,792	3,330,159	22,688,621
Current Fund Balance Available	**$ -**	**$ 326,575**	**$ 7,574,696**	**$ 641,043**	**$ 3,042,437**	**$ 9,537,339**	**$ 4,774,226**
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Monthly Financial Summary Report
Fund Balances
May 2022

	W&S CIP FUND CO 2022C[9]	CIP FUND CO 2018A	CIP FUND CO 2019A	Convention Center	CIP FUND CO 2020B	CIP FUND CO 2021B	CIP FUND CO 2022A
Fund Balance Available 10/1/21	$ -	$ 13,637,697	$ 11,500,710	$ 28,334,714	$ 9,936,148	$ -	$ -
Year to Date Revenues	-	13,513	18,506	2,576,921	10,415	19,111,614	34,035,084
Year to Date Expenditures & Encumbrances	225,696	4,386,269	2,150,738	28,461,635	862,918	2,649,296	22,545
Current Fund Balance Available	$ (225,696)	$ 9,264,942	$ 9,368,478	$ 2,450,000	$ 9,083,645	$ 16,462,318	$ 34,012,539
Fund Balance - Operating Days - May 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes on Negative Balances:

9. W&S CIP Fund CO 2022C - This fund is negative due to encumbrances. Funding will come from transfers from the Water & Sewer Operating Fund.

Monthly Financial Summary Report
May 2022

General Obligation Debt Service

		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
4010	Current Taxes	$ 13,073,565	$ 60,775	$ -	$ 12,856,778	$ 216,787	98.3%
4020	Delinquent Taxes	77,156	3,521	-	59,629	17,527	77.3%
Total Taxes		**$ 13,150,721**	**$ 64,295**	**$ -**	**$ 12,916,407**	**$ 234,314**	**98.2%**
6010	Interest on Investments	$ 35,374	$ 5,800	$ -	$ 20,224	$ 15,150	57.2%
6020	Penalty & Interest	87,333	6,433	-	53,212	34,121	60.9%
6113	Premium on Bonds	208,000	-	-	549,707	(341,707)	264.3%
Total Other		**$ 330,707**	**$ 12,233**	**$ -**	**$ 623,142**	**$ (292,435)**	**188.4%**
6550	Transfer in	$ 5,523,462	$ 419,953	$ -	$ 3,359,621	$ 2,163,841	60.8%
Total Transfer		**$ 5,523,462**	**$ 419,953**	**$ -**	**$ 3,359,621**	**$ 2,163,841**	**60.8%**
TOTAL REVENUE		**$ 19,004,890**	**$ 496,481**	**$ -**	**$ 16,899,170**	**$ 2,105,720**	**88.9%**
EXPENDITURES							
8060	Contract Services	$ 15,000	$ -	$ -	$ -	$ 15,000	0.0%
9600	Principal	10,100,000	-	-	9,575,000	525,000	94.8%
9610	Interest	8,878,569	133,175	-	4,322,716	4,555,853	48.7%
9615	Handling Charges	10,000	-	-	3,000	7,000	30.0%
9616	Bond Issue Expense	206,000	-	-	544,872	(338,872)	264.5%
TOTAL EXPENDITURES		**$ 19,209,569**	**$ 133,175**	**$ -**	**$ 14,445,588**	**$ 4,763,981**	**75.2%**

Breakdown of Transfer In:

CIDC (park debt)	$ 350,126
TIRZ #3	4,343,142
Conroe MMD#1	484,031
Longmire Creek Estates PID Fund	58,887
Shadow Lakes PID Fund	168,294
Wedgewood Falls PID Fund	118,982
Total	**$ 5,523,462**

Monthly Financial Summary Report
May 2022

General Fund-Revenues							
		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
4010	Current Taxes	$ 32,683,912	$ 151,937	$ -	$ 32,211,609	$ 472,303	98.6%
4020	Delinquent Tax	60,000	8,378	-	145,428	(85,428)	242.4%
4030	Franchise Fees	7,128,495	1,161,394	-	4,791,763	2,336,733	67.2%
4035	Network Nodes Receipts	2,725	350	-	850	1,875	31.2%
4040	Sales Tax	40,904,590	4,649,421	-	32,421,056	8,483,534	79.3%
4070	Mixed Beverage	397,105	39,824	-	238,593	158,512	60.1%
4080	In Lieu of Taxes	1,546,141	-	-	1,546,141	-	100.0%
Total Taxes		**$ 82,722,968**	**$ 6,011,304**	**$ -**	**$ 71,355,440**	**$ 11,367,528**	**86.3%**
4510	Licenses	$ 12,300	$ 850	$ -	$ 4,235	$ 8,065	34.4%
4520	Permits	5,258,079	460,232	-	4,908,175	349,904	93.3%
4521	Storm Water Permits	170,914	65,646	-	275,059	(104,145)	160.9%
4530	Miscellaneous	1,338	1,769	-	10,846	(9,508)	810.6%
4532	Alarm Permits	114,170	8,743	-	64,118	50,052	56.2%
4533	Excessive Alarm Fees	57,950	7,100	-	37,050	20,900	63.9%
Total Licenses and Permits		**$ 5,614,751**	**$ 544,340**	**$ -**	**$ 5,299,483**	**$ 315,268**	**94.4%**
5010	Refuse Collection	$ 399,238	$ 51,569	$ -	$ 301,092	$ 98,146	75.4%
5020	Copies	14,071	972	-	7,733	6,338	55.0%
5040	Planning & Zoning Fees	791,841	175,213	-	1,062,590	(270,749)	134.2%
5117	Code Enforcement Fee	2,138	409	-	2,196	(58)	102.7%
5150	Service Charges	555	51	-	391	165	70.4%
5190	Ticket Sales	61,985	19,610	-	34,435	27,550	55.6%
6050	Recreational	793,211	87,495	-	443,388	349,823	55.9%
6051	Parks Programs	663,739	74,571	-	379,643	284,096	57.2%
6053	Animal Shelter Fees	120,600	-	-	90,450	30,150	75.0%
Total Charges for Service		**$ 2,847,378**	**$ 409,889**	**$ -**	**$ 2,321,917**	**$ 525,461**	**81.5%**
5510	Traffic & Criminal Fines	$ 1,025,367	$ 125,263	$ -	$ 913,218	$ 112,149	89.1%
5540	Commercial Vehicle Fines	5,930	2,297	-	8,155	(2,225)	137.5%
Total Fines & Forfeitures		**$ 1,031,297**	**$ 127,560**	**$ -**	**$ 921,373**	**$ 109,924**	**89.3%**
6010	Interest on Investments	$ 103,145	$ 26,770	$ -	$ 92,786	$ 10,359	90.0%
Total Interest		**$ 103,145**	**$ 26,770**	**$ -**	**$ 92,786**	**$ 10,359**	**90.0%**
6020	Penalty & Interest	$ 151,419	$ 15,480	$ -	$ 128,664	$ 22,755	85.0%
6030	Lease Income	196,162	101,498	-	261,811	(65,649)	133.5%
6052	Parks Donations	-	308	-	10,259	(10,259)	N/A
6054	Tree Mitigation Revenue	-	43,845	-	186,867	(186,867)	N/A
6060	Unanticipated Revenues	125,004	1,187	-	60,053	64,951	48.0%
6070	Short & Over	-	7	-	33	(33)	N/A
6080	Donations	50,000	-	-	105,989	(55,989)	212.0%
Total Miscellaneous		**$ 522,585**	**$ 162,325**	**$ -**	**$ 753,675**	**$ (231,090)**	**144.2%**
6105	Seized Assets - Intergov	$ -	$ 1,791	$ -	$ 10,734	$ (10,734)	N/A
6106	Intergovernmental - Local	2,259,717	310,588	-	1,783,503	476,214	78.9%
6107	Intergovernmental - State	607,272	-	-	522,267	85,005	86.0%
6108	Intergovernmental - Federal	761,567	324,255	-	388,483	373,084	51.0%
6110	Insurance Proceeds	54,957	29,500	-	62,069	(7,112)	112.9%
6120	Workers Compensation Reimb.	-	-	-	3,210	(3,210)	N/A
Total Intergovernmental		**$ 3,683,513**	**$ 666,135**	**$ -**	**$ 2,770,266**	**$ 913,247**	**75.2%**
6550	Transfer In	427,290	-	-	61,485	365,806	14.4%
Total Non-Operating Revenue		**$ 427,290**	**$ -**	**$ -**	**$ 61,485**	**$ 365,806**	**14.4%**
TOTAL GENERAL FUND REVENUE		**$ 96,952,927**	**$ 7,948,323**	**$ -**	**$ 83,576,423**	**$ 13,376,504**	**86.2%**

Monthly Financial Summary Report
May 2022

General Fund-Expenditures by Department						
	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Administration	$ 1,292,594	$ 80,407	$ 268,585	$ 1,298,180	$ (5,586)	100.4%
Mayor and City Council	1,066,918	77,963	-	533,312	533,606	50.0%
Transportation	2,139,894	73,739	113,281	1,258,283	881,610	58.8%
Legal	883,582	53,822	16,092	481,568	402,014	54.5%
Municipal Court	1,360,434	70,242	187,966	980,815	379,619	72.1%
Finance	2,517,804	160,061	99,884	1,753,591	764,212	69.6%
CDBG	140,406	19,498	27,544	111,167	29,240	79.2%
Information Technology	3,374,861	216,040	356,647	2,568,884	805,976	76.1%
Human Resources	1,060,453	81,437	41,016	706,126	354,327	66.6%
Police Administration	1,811,902	169,955	57,825	1,154,502	657,400	63.7%
Police Support Services	1,527,422	152,728	128,008	1,448,453	78,969	94.8%
Police Patrol	13,926,254	1,197,497	862,791	11,067,862	2,858,392	79.5%
Police Investigative Services	4,936,319	403,185	12,471	3,373,745	1,562,574	68.3%
Police Animal Services	783,721	64,656	148,349	697,384	86,337	89.0%
Commercial Vehicle Enforcement Program	144,937	10,420	-	91,249	53,688	63.0%
Fire	21,517,645	1,939,003	985,950	15,669,068	5,848,577	72.8%
Parks & Recreation Administration	2,585,524	186,924	154,691	1,274,550	1,310,973	49.3%
Recreation Center	1,296,798	135,426	88,694	1,021,139	275,659	78.7%
Senior Center	154,668	9,193	19,835	89,271	65,397	57.7%
Aquatic Center	1,773,542	184,864	342,945	1,361,267	412,275	76.8%
Parks Operations	3,817,797	240,666	1,108,862	2,754,500	1,063,298	72.1%
Westside Recreation Center	-	(510)	-	-	-	N/A
Community Development	1,243,080	79,245	5,295	610,235	632,845	49.1%
Drainage Maintenance	1,478,464	74,883	4,673	613,630	864,834	41.5%
Streets	4,516,645	319,723	306,496	2,871,047	1,645,598	63.6%
Signal Maintenance	1,766,049	141,823	275,672	909,949	856,100	51.5%
Sign Maintenance	750,385	69,121	39,733	482,732	267,653	64.3%
Engineering	3,671,613	314,388	244,947	2,601,214	1,070,399	70.8%
Building Inspection and Permits	2,188,322	195,304	319,457	1,680,607	507,714	76.8%
Warehouse-Purchasing	418,986	29,998	2,705	255,726	163,260	61.0%
Warehouse Stock	-	103,170	2,810,160	2,893,877	(2,893,877)	N/A
Non-Departmental	18,441,472	792,398	271,241	13,193,845	5,247,628	71.5%
TOTAL EXPENDITURES BY DEPT.	**$ 102,588,491**	**$ 7,647,270**	**$ 9,301,812**	**$ 75,807,779**	**$ 26,780,712**	**73.9%**

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General Fund-Expenditures by Account							
		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
7010	Salaries	$ 41,005,990	$ 3,319,743	$ -	$ 27,232,149	$ 13,773,842	66.4%
7012	Salaries Part Time	1,524,833	100,184	-	726,665	798,168	47.7%
7020	Overtime	1,472,698	198,358	-	1,738,378	(265,680)	118.0%
7025	Social Security	3,219,672	267,819	-	2,190,253	1,029,419	68.0%
7030	Retirement & Pension	6,751,817	569,196	-	4,736,575	2,015,242	70.2%
7035	Workers' Compensation	582,710	-	-	303,666	279,044	52.1%
7040	Insurance	8,609,351	716,900	-	5,735,197	2,874,154	66.6%
7050	Physicals	235,620	15,045	119,139	195,401	40,219	82.9%
7070	Unemployment	25,000	6,566	19,131	47,833	(22,833)	191.3%
Total Personnel Services		**$ 63,427,692**	**$ 5,193,811**	**$ 138,270**	**$ 42,906,117**	**$ 20,521,575**	**67.6%**
7110	Office Supplies	$ 243,871	$ 11,891	$ 1,240	$ 131,977	$ 111,894	54.1%
7130	Building Supplies	131,885	22,080	68,456	154,571	(22,686)	117.2%
7140	Wearing Apparel	565,251	17,299	106,236	303,299	261,952	53.7%
7160	Vehicle Operations	1,513,715	131,020	3,110	1,390,289	123,426	91.8%
7170	Vehicle Repairs	366,470	26,643	-	154,388	212,082	42.1%
7180	Equipment Repairs	403,081	58,308	137,345	408,382	(5,301)	101.3%
7190	Radio Repairs	24,582	-	-	1,557	23,025	6.3%
7200	Other Operating Supplies	1,519,781	205,929	246,150	1,276,380	243,401	84.0%
7251	Buildings < $5,000	500	-	10,396	19,793	(19,293)	3958.6%
7252	Improvements < $5,000	92,302	501	-	6,127	86,175	6.6%
7253	Furn & Fixtures < $5,000	80,360	-	7,925	83,862	(3,502)	104.4%
7254	Mach & Equip < $5,000	1,236,414	143,711	725,696	1,271,888	(35,474)	102.9%
7255	Vehicles < $5,000	-	445	81,919	82,364	(82,364)	N/A
Total Supplies		**$ 6,178,212**	**$ 617,826**	**$ 1,388,474**	**$ 5,284,877**	**$ 893,335**	**85.5%**
8010	Utilities	$ 1,548,565	$ 145,846	$ -	$ 1,113,786	$ 434,779	71.9%
8020	Insurance & Bonds	711,720	4,321	-	806,316	(94,596)	113.3%
8030	Legal Services	108,015	468	-	13,808	94,207	12.8%
8040	Leased Equipment	200,275	7,527	30,931	96,477	103,798	48.2%
8050	Travel & Training	629,574	69,100	15,442	405,925	223,649	64.5%
8056	Transit Planning	44,000	1,393	5,537	23,901	20,099	54.3%
8057	Transit Operating Assistance	256,872	-	-	7,345	249,527	2.9%
8058	Transit ADA	115,959	3,641	-	7,282	108,677	6.3%
8059	Transit Commuter Bus Service	318,646	1,798	6,400	25,535	293,111	8.0%
8060	Contract Services	12,700,791	645,295	3,507,879	10,986,002	1,714,789	86.5%
8062	Community Services	791,522	61,002	-	488,015	303,507	61.7%
8063	Incentives	3,938	-	-	-	3,938	0.0%
8064	Credit Card Fees	112,000	13,259	-	133,451	(21,451)	119.2%
8065	Investment Expense	-	100	-	350	(350)	N/A
8070	Elections	226,340	19,116	-	24,196	202,144	10.7%
8350	Newspaper Legal Notices	52,335	2,963	-	29,161	23,174	55.7%
8360	Legislative Services	104,500	-	52,400	104,200	300	99.7%
8520	Transfer Out	10,549,081	530,244	-	7,656,065	2,893,016	72.6%
Total Contractual		**$ 28,474,133**	**$ 1,506,072**	**$ 3,618,589**	**$ 21,921,815**	**$ 6,552,318**	**77.0%**
9010	Land > $5,000	$ -	$ -	$ -	$ 382,020	$ (382,020)	N/A
9020	Buildings > $5,000	500,000	-	-	14,332	485,668	2.9%
9030	Improvements > $5,000	1,400,000	-	-	-	1,400,000	0.0%
9040	Furn & Fix > $5,000	4,500	-	-	-	4,500	0.0%
9050	Mach & Equip > $5,000	1,304,325	18,455	871,321	1,163,051	141,274	89.2%
9060	Vehicles > $5,000	1,299,629	208,848	474,998	1,245,850	53,779	95.9%
9070	Intang. Assets-Indefinite Life	-	-	-	9,960	(9,960)	N/A
Total Capital Outlay		**$ 4,508,454**	**$ 227,303**	**$ 1,346,320**	**$ 2,815,212**	**$ 1,693,242**	**62.4%**
Inventory Adjustments		**$ -**	**$ 102,258**	**$ 2,810,160**	**$ 2,879,758**	**$ (2,879,758)**	**N/A**
TOTAL EXPENDITURES BY ACCT.		**$ 102,588,491**	**$ 7,647,270**	**$ 9,301,812**	**$ 75,807,779**	**$ 26,780,712**	**73.9%**

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Water & Sewer Operating-Revenues

		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
5100	Water Charges	$ 15,800,862	$ 1,445,113	$ -	$ 9,962,167	$ 5,838,695	63.0%
5105	Groundwater Conser. Fee	219,357	20,878	-	138,867	80,490	63.3%
5110	Sewer Charges	21,060,459	1,988,783	-	14,624,427	6,436,032	69.4%
5115	Surface Water Charges	13,233,818	1,244,156	-	8,281,266	4,952,552	62.6%
5116	Discharge Water Sales	466,404	38,867	-	310,936	155,468	66.7%
5120	Water Taps	584,580	62,800	-	572,269	12,311	97.9%
5130	Sewer Taps	70,254	9,600	-	48,800	21,454	69.5%
5140	Reconnects	3,777	210	-	1,785	1,992	47.3%
5150	Service Charges	447,474	51,031	-	388,068	59,406	86.7%
5170	Special Revenue/W&S	29,411	-	-	2,353	27,058	8.0%
5180	Pretreatment Fees	201,902	28,314	-	220,354	(18,452)	109.1%
6020	Penalty & Interest	500,333	46,624	-	373,804	126,529	74.7%
Total Charges for Service		**$ 52,618,631**	**$ 4,936,376**	**$ -**	**$ 34,925,096**	**$ 17,693,536**	**66.4%**
6010	Interest On Investments	$ 51,544	$ 14,159	$ -	$ 83,674	$ (32,130)	162.3%
6060	Unanticipated Revenues	2,400	50	-	52,570	(50,170)	2190.4%
6070	Short & Over	-	20	-	1	(1)	N/A
Total Interest and Penalty		**$ 53,944**	**$ 14,229**	**$ -**	**$ 136,245**	**$ (82,301)**	**252.6%**
6106	Intergovernmental - Local	$ 1,369,985	$ 182,736	$ -	$ 1,292,629	$ 77,356	94.4%
6108	Intergovernmental - Federal	-	-	-	454,580	(454,580)	N/A
Total Intergovernmental		**$ 1,369,985**	**$ 182,736**	**$ -**	**$ 1,747,209**	**$ (377,224)**	**127.5%**
6550	Transfer In	1,853,117	13,804	-	1,751,231	101,886	94.5%
Total Non-Operating Revenues		**$ 1,853,117**	**$ 13,804**	**$ -**	**$ 1,751,231**	**$ 101,886**	**94.5%**
TOTAL W&S OPERATING REV.		**$ 55,895,677**	**$ 5,147,144**	**$ -**	**$ 38,559,781**	**$ 17,335,896**	**69.0%**

Water & Sewer Operating-Expenditures by Department

	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Utility Billing	1,724,433	133,153	243,950	1,280,554	443,879	74.3%
Public Works	2,214,601	156,575	844,222	1,776,651	437,950	80.2%
Water	5,237,493	363,777	588,238	3,968,923	1,268,571	75.8%
Surface Water	14,533,358	1,429,129	7,770,200	16,885,878	(2,352,520)	116.2%
Conroe Central Wastewater Plant	2,023,459	431,797	390,897	1,177,234	846,225	58.2%
Southwest Wastewater Treatment Plant	3,378,932	294,180	498,120	2,697,715	681,217	79.8%
Sewer	3,000,314	199,281	123,868	1,542,652	1,457,661	51.4%
Pump and Motor Maintenance	1,562,468	101,329	67,703	1,018,098	544,370	65.2%
Non-Departmental	32,924,795	7,232,956	48,268	23,840,486	9,084,309	72.4%
TOTAL EXPENDITURES BY DEPT.	**$ 66,599,853**	**$ 10,342,177**	**$ 10,575,465**	**$ 54,188,191**	**$ 12,411,662**	**81.4%**

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Water & Sewer Operating-Expenditures by Account							
		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
7010	Salaries	$ 5,176,624	$ 366,021	$ -	$ 3,080,599	$ 2,096,025	59.5%
7020	Overtime	303,773	29,221	-	264,355	39,418	87.0%
7025	Social Security	392,940	29,126	-	248,712	144,228	63.3%
7030	Retirement & Pension	844,507	64,563	-	552,269	292,238	65.4%
7035	Workers' Compensation	79,744	-	-	41,685	38,058	52.3%
7040	Insurance	1,502,284	125,190	-	1,001,523	500,761	66.7%
7070	Unemployment	25,000	6,566	19,131	47,833	(22,833)	191.3%
Total Personnel Services		**$ 8,324,871**	**$ 620,688**	**$ 19,131**	**$ 5,236,976**	**$ 3,087,895**	**62.9%**
7110	Office Supplies	$ 39,649	$ 452	$ -	$ 16,573	$ 23,076	41.8%
7140	Wearing Apparel	53,450	3,168	-	37,146	16,304	69.5%
7160	Vehicle Operations	270,484	23,603	-	264,651	5,833	97.8%
7170	Vehicle Repairs	54,620	-	8,739	41,828	12,792	76.6%
7180	Equipment Repairs	569,657	32,625	109,766	403,316	166,341	70.8%
7190	Radio Repairs	1,950	-	-	-	1,950	0.0%
7200	Other Operating Supplies	1,483,953	132,203	245,774	1,445,060	38,893	97.4%
7251	Buildings < $5,000	-	6,790	-	6,790	(6,790)	N/A
7252	Improvements < $5,000	448,500	44,040	-	330,687	117,813	73.7%
7253	Furn & Fixtures < $5,000	65,000	26,936	-	26,936	38,064	41.4%
7254	Mach & Equip < $5,000	52,800	444	-	5,391	47,409	10.2%
7255	Vehicles < $5,000	3,000	-	-	-	3,000	0.0%
Total Supplies		**$ 3,043,063**	**$ 270,261**	**$ 364,279**	**$ 2,578,378**	**$ 464,685**	**84.7%**
8010	Utilities	$ 1,756,174	$ 156,261	$ -	$ 1,186,385	$ 569,789	67.6%
8020	Insurance & Bonds	132,000	-	-	125,915	6,085	95.4%
8030	Legal Services	550,000	3,680	492,986	530,000	20,000	96.4%
8040	Leased Equipment	38,380	1,810	-	9,793	28,587	25.5%
8050	Travel & Training	133,030	7,697	3,600	54,215	78,815	40.8%
8060	Contract Services	19,874,723	1,600,203	9,225,662	21,034,311	(1,159,589)	105.8%
8064	Credit Card Fees	324,500	26,353	-	211,057	113,443	65.0%
8350	Newspaper Legal Notices	4,497	-	-	1,800	2,697	40.0%
8520	Transfer Out	28,603,554	7,039,993	-	20,581,296	8,022,258	72.0%
8530	Gross Receipts	1,921,520	160,127	-	1,281,013	640,507	66.7%
Total Contractual		**$ 53,338,378**	**$ 8,996,125**	**$ 9,722,249**	**$ 45,015,785**	**$ 8,322,593**	**84.4%**
9020	Buildings > $5,000	$ -	$ -	$ -	$ 24,091	$ (24,091)	N/A
9030	Improvements > $5,000	1,134,134	55,066	361,158	494,447	639,687	43.6%
9050	Mach & Equip > $5,000	428,117	136,263	98,932	557,788	(129,671)	130.3%
9060	Vehicles > $5,000	271,290	263,452	9,716	278,875	(7,585)	102.8%
9510	Accounts Charged Off	60,000	322	-	1,851	58,149	3.1%
Total Capital Outlay		**$ 1,893,541**	**$ 455,104**	**$ 469,805**	**$ 1,357,051**	**$ 536,490**	**71.7%**
TOTAL EXPENDITURES BY ACCT.		**$ 66,599,853**	**$ 10,342,177**	**$ 10,575,465**	**$ 54,188,191**	**$ 12,411,662**	**81.4%**

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CIDC

		FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
REVENUES							
4040	Sales Tax	$ 13,633,123	$ 1,549,807	$ -	$ 10,806,885	$ 2,826,238	79.3%
6010	Interest	57,199	4,611	-	48,858	8,341	85.4%
TOTAL REVENUE		**$ 13,690,322**	**$ 1,554,418**	**$ -**	**$ 10,855,743**	**$ 2,834,579**	**79.3%**
EXPENDITURES							
7010	Salaries	$ 492,981	$ 40,106	$ -	$ 332,161	160,820	67.4%
7020	Overtime	-	-	-	9	(9)	N/A
7025	Social Security	36,207	2,986	-	23,749	12,458	65.6%
7030	Retirement & Pension	80,506	6,517	-	54,479	26,027	67.7%
7035	Workers' Compensation	1,590	-	-	831	759	52.3%
7040	Insurance	83,444	8,457	-	67,656	15,788	81.1%
Total Personnel Services		**$ 694,729**	**$ 58,066**	**$ -**	**$ 478,885**	**$ 215,844**	**68.9%**
7110	Office Supplies	$ 10,000	$ 2,279	$ -	$ 14,446	$ (4,446)	144.5%
7180	Equipment Repairs	1,500	-	-	-	1,500	0.0%
7200	Other Operating Supplies	900	16	-	2,640	(1,740)	293.3%
7253	Furn & Fixtures < $5,000	5,000	-	-	26,815	(21,815)	536.3%
7254	Mach & Equip < $5,000	5,000	-	-	300	4,700	6.0%
Total Supplies		**$ 22,400**	**$ 2,295**	**$ -**	**$ 44,201**	**$ (21,801)**	**197.3%**
8010	Utilities	$ 10,000	$ 1,281	$ -	$ 8,767	$ 1,233	87.7%
8030	Legal Services	3,000	-	-	-	3,000	0.0%
8050	Travel & Training	126,044	5,763	-	65,354	60,690	51.9%
8060	Contract Services	483,928	34,284	55,051	301,432	182,496	62.3%
8063	Incentives	2,701,746	221,586	175,000	2,368,342	333,404	87.7%
8350	Legal Newspaper Notices	1,500	26	-	1,130	370	75.4%
8520	Transfer Out	12,077,495	112,910	-	824,887	11,252,608	6.8%
Total Contractual		**$ 15,403,713**	**$ 375,850**	**$ 230,051**	**$ 3,569,912**	**$ 11,833,801**	**23.2%**
9600	Principal	$ 4,210,000	$ -	$ -	$ -	$ 4,210,000	0.0%
9610	Interest	2,236,067	-	-	1,118,034	1,118,034	50.0%
9615	Handling Charges	-	-	-	150	(150)	N/A
9616	Bond Issue Expense	-	-	-	1,500	(1,500)	N/A
Total Capital Outlay		**$ 6,446,067**	**$ -**	**$ -**	**$ 1,119,684**	**$ 5,326,384**	**17.4%**
TOTAL EXPENDITURES		**$ 22,566,909**	**$ 436,211**	**$ 230,051**	**$ 5,212,682**	**$ 17,354,227**	**23.1%**
CIDC Industrial Park Land Sales							
Revenues		$ -	$ (1,191,761)	$ -	$ -	$ -	N/A
Expenditures		$ -	$ -	$ -	$ -	$ -	N/A
CIDC CIP Fund 2019 Sales Tax Revenue Bonds							
Revenues		$ -	$ 4,261	$ -	$ 10,328	$ (10,328)	N/A
Expenditures		$ 1,017,000	$ -	$ 43,400	$ 522,260	$ 494,740	51.4%

Other Operating Funds

	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Water & Sewer Debt Service						
Revenues	$ 18,410,864	$ 4,702,000	$ -	$ 18,103,656	$ 307,208	98.3%
Expenditures	$ 18,556,864	$ 4,700,872	$ -	$ 17,549,832	$ 1,007,032	94.6%
Water & Sewer Revenue Reserve						
Revenues	$ -	$ 1,734	$ -	$ 4,061	$ (4,061)	N/A
Expenditures	$ 1,640,800	$ -	$ -	$ 1,640,800	$ -	100.0%
Convention Center Debt Service						
Revenues	$ 707,150	$ -	$ -	$ 310,742	$ 396,408	43.9%
Expenditures	$ 854,641	$ -	$ -	$ 310,742	$ 543,899	36.4%

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Other Operating Funds - continued

	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Vehicle & Equipment Replacement (VERF)						
Revenues	$ 4,391,069	$ 430,050	$ -	$ 3,003,892	$ 1,387,177	68.4%
Expenditures	$ 3,310,818	$ 858,474	$ 2,392,167	$ 4,654,315	$ (1,343,497)	140.6%
Water & Sewer Vehicle & Equip. Replacement (VERF)						
Revenues	$ 413,305	$ 35,173	$ -	$ 298,976	$ 114,329	72.3%
Expenditures	$ 313,527	$ 112,500	$ 191,718	$ 356,846	$ (43,319)	113.8%
Technology Replacement (TERF)						
Revenues	$ 975,000	$ 81,250	$ -	$ 650,000	$ 325,000	66.7%
Expenditures	$ 983,096	$ 3,409	$ 128,657	$ 156,828	$ 826,268	16.0%
Fleet Services						
Revenues	$ 2,422,375	$ 146,143	$ -	$ 1,400,818	$ 1,021,557	57.8%
Expenditures	$ 2,381,662	$ 187,351	$ 18,469	$ 1,527,499	$ 854,163	64.1%
Hotel Occupancy Tax						
Revenues	$ 1,977,173	$ 247,151	$ -	$ 1,641,021	$ 336,152	83.0%
Expenditures	$ 2,126,032	$ 2,713,706	$ 270,369	$ 4,248,281	$ (2,122,249)	199.8%
CDBG Entitlement						
Revenues	$ 948,887	$ -	$ -	$ -	$ 948,887	0.0%
Expenditures	$ 948,887	$ -	$ 546,670	$ 1,340,703	$ (391,816)	141.3%
Facilities Management						
Revenues	$ 1,123,435	$ 85,466	$ -	$ 1,070,095	$ 53,340	95.3%
Expenditures	$ 1,123,436	$ 78,878	$ 226,236	$ 1,295,488	$ (172,052)	115.3%
OJJCC						
Revenues	$ 1,720,314	$ 93,645	$ -	$ 975,564	$ 744,750	56.7%
Expenditures	$ 1,717,776	$ 105,358	$ 94,704	$ 935,699	$ 782,077	54.5%
Woodlands Township Regional Participation						
Revenues	$ -	$ 157	$ -	$ 38,885	$ (38,885)	N/A
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Retirement Healthcare Plan						
Revenues	$ -	$ 197,771	$ -	$ 4,102,981	$ (4,102,981)	N/A
Expenditures	$ -	$ 5,749	$ -	$ 377,719	$ (377,719)	N/A
Self Funded Insurance						
Revenues	$ 10,679,006	$ 825,596	$ -	$ 7,946,096	$ 2,732,910	74.4%
Expenditures	$ 12,322,890	$ 953,511	$ 1,254,045	$ 9,075,616	$ 3,247,274	73.6%
PID Assessments						
Revenues	$ -	$ 2,251	$ -	$ 447,040	$ (447,040)	N/A
Expenditures	$ -	$ 107	$ -	$ 1,250	$ (1,250)	N/A
Longmire Creek Estates PID						
Revenues	$ 73,560	$ -	$ -	$ 80,999	$ (7,439)	110.1%
Expenditures	$ 63,887	$ 4,907	$ -	$ 39,508	$ 24,379	61.8%
Wedgewood Falls PID						
Revenues	$ 169,400	$ 1,202	$ -	$ 182,958	$ (13,558)	108.0%
Expenditures	$ 118,982	$ 9,915	$ -	$ 79,571	$ 39,411	66.9%

Monthly Financial Summary Report
May 2022

Other Operating Funds - continued

	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
Shadow Lakes PID						
Revenues	$ 177,800	$ 975	$ -	$ 189,890	$ (12,090)	106.8%
Expenditures	$ 177,294	$ 14,025	$ -	$ 112,446	$ 64,848	63.4%
Chase Run PID						
Revenues	$ -	$ 1,155	$ -	$ 284,502	$ (284,502)	N/A
Expenditures	$ -	$ -	$ -	$ 750	$ (750)	N/A
Canyon Creek PID						
Revenues	$ -	$ 49	$ -	$ 60,946	$ (60,946)	N/A
Expenditures	$ -	$ -	$ -	$ 250	$ (250)	N/A
Firearms Training Facility						
Revenues	$ -	$ -	$ -	$ 37,000	$ (37,000)	N/A
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Municipal Court Technology						
Revenues	$ 25,323	$ 3,135	$ -	$ 21,369	$ 3,954	84.4%
Expenditures	$ 57,419	$ -	$ 52,419	$ 54,617	$ 2,802	95.1%
Municipal Court Building Security						
Revenues	$ 28,708	$ 3,705	$ -	$ 24,805	$ 3,903	86.4%
Expenditures	$ 26,250	$ -	$ -	$ -	$ 26,250	0.0%
Municipal Court Local Truancy Prevention						
Revenues	$ 35,978	$ 3,824	$ -	$ 25,909	$ 10,069	72.0%
Expenditures	$ 22,750	$ 200	$ -	$ 1,986	$ 20,764	8.7%
Municipal Court Efficiency						
Revenues	$ 2,243	$ 115	$ -	$ 998	$ 1,245	44.5%
Expenditures	$ 4,000	$ -	$ -	$ -	$ 4,000	0.0%
Municipal Court Truancy Prevention						
Revenues	$ 2,398	$ 119	$ -	$ 1,235	$ 1,163	51.5%
Expenditures	$ 5,000	$ -	$ -	$ 410	$ 4,590	8.2%
Municipal Jury Fund						
Revenues	$ 615	$ 85	$ -	$ 476	$ 139	77.4%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
MC Time Payment Reimbursement						
Revenues	$ 10,504	$ 2,046	$ -	$ 13,855	$ (3,351)	131.9%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Animal Shelter Reserve						
Revenues	$ 179,400	$ -	$ -	$ 134,550	$ 44,850	75.0%
Expenditures	$ 58,250	$ -	$ 8,393	$ 53,253	$ 4,997	91.4%
Conroe MMD#1-Reimbursement						
Revenues	$ 430,392	$ 404	$ -	$ 700	$ 429,692	0.2%
Expenditures	$ -	$ -	$ -	$ -	$ -	N/A
Conroe MMD#1-Economic Development						
Revenues	$ 690,329	$ 359	$ -	$ 680	$ 689,649	0.1%
Expenditures	$ 484,031	$ -	$ -	$ -	$ 484,031	0.0%
FY17 Section 5307 Grant						
Revenues	$ 190,000	$ -	$ -	$ -	$ 190,000	0.0%
Expenditures	$ 190,000	$ -	$ -	$ -	$ 190,000	0.0%

Monthly Financial Summary Report
May 2022

Other Operating Funds - continued	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
FY18 Section 5307 Grant						
Revenues	$ 239,852	$ -	$ -	$ -	$ 239,852	0.0%
Expenditures	$ 239,852	$ -	$ -	$ -	$ 239,852	0.0%
FY19 Section 5307 Grant						
Revenues	$ 85,000	$ -	$ -	$ -	$ 85,000	0.0%
Expenditures	$ 85,000	$ -	$ -	$ -	$ 85,000	0.0%
CARES Act Funding (COVID 19)						
Revenues	$ 823,409	$ 106,249	$ -	$ 328,627	$ 494,782	39.9%
Expenditures	$ 823,409	$ 81,331	$ 372,024	$ 781,983	$ 41,426	95.0%
FY18 Section 5310 Grant						
Revenues	$ 176,193	$ 2,578	$ -	$ 25,783	$ 150,410	14.6%
Expenditures	$ 176,193	$ 6,672	$ 143,738	$ 176,193	$ -	100.0%
H-GAC Transit Commuter Bus Service						
Revenues	$ 359,433	$ 46,230	$ -	$ 46,230	$ 313,203	12.9%
Expenditures	$ 359,433	$ 36,086	$ 14,934	$ 91,471	$ 267,962	25.4%
State Public Transportation Grant						
Revenues	$ 87,347	$ -	$ -	$ -	$ 87,347	0.0%
Expenditures	$ 87,347	$ 8,816	$ -	$ 87,347	$ -	100.0%
CDBG - Disaster Recovery GLO Grant 2016 Floods & Storms						
Revenues	$ 430,009	$ -	$ -	$ 428,767	$ 1,242	99.7%
Expenditures	$ 430,009	$ -	$ -	$ 437,017	$ (7,008)	101.6%
CDBG - Disaster Recovery GLO Grant Hurricane Harvey						
Revenues	$ 71,762	$ -	$ -	$ 1,400	$ 70,362	2.0%
Expenditures	$ 71,762	$ -	$ 55,007	$ 56,407	$ 15,355	78.6%
CLRF - American Rescue Act						
Revenues	$ 7,922,000	$ -	$ -	$ -	$ 7,922,000	0.0%
Expenditures	$ 15,444,000	$ 331,476	$ 4,171,853	$ 4,884,084	$ 10,559,916	31.6%
Capital Funds						
Facilities CIP Fund						
Revenues	$ -	$ -	$ -	$ -	$ -	N/A
Expenditures	$ -	$ 3,314	$ -	$ 4,550	$ (4,550)	N/A
Transportation Grant CIP Fund						
Revenues	$ -	$ -	$ -	$ -	$ -	N/A
Expenditures	$ 326,000	$ -	$ -	$ -	$ 326,000	0.0%
TIRZ#3						
Revenues	$ 5,283,634	$ 2,025	$ -	$ 5,225,309	$ 58,325	98.9%
Expenditures	$ 4,222,315	$ 361,929	$ -	$ 2,895,428	$ 1,326,887	68.6%
W&S CIP Fund, CO 2018B						
Revenues	$ -	$ 5,838	$ -	$ 12,798	$ (12,798)	N/A
Expenditures	$ 15,729,000	$ 924,242	$ 10,156,379	$ 15,155,758	$ 573,242	96.4%
W&S CIP Fund, CO 2019B						
Revenues	$ 2,376,000	$ 2,378,403	$ -	$ 2,381,328	$ (5,328)	100.2%
Expeditures	$ 7,813,000	$ 96,714	$ 4,175,981	$ 5,301,792	$ 2,511,208	67.9%
W&S CIP Fund, CO 2020C						
Revenues	$ 7,622,000	$ 5,745	$ -	$ 100,498	$ 7,521,502	1.3%
Expeditures	$ 20,327,000	$ 158,414	$ 1,051,430	$ 3,330,159	$ 16,996,841	16.4%

Monthly Financial Summary Report
May 2022

Capital Funds - continued

	FY 2022 Budget	Current Period	Encumbrances	YTD including Encumbrances	Remaining Balance	YTD as % of Budget
W&S CIP Fund, CO 2021C						
Revenues	$ 38,352,000	$ 14,023	$ -	$ 27,462,847	$ 10,889,153	71.6%
Expenditures	$ 38,352,000	$ 459,334	$ 17,691,727	$ 22,688,621	$ 15,663,379	59.2%
W&S CIP Fund, CO 2022C						
Revenues	$ -	$ -	$ -	$ -	$ -	N/A
Expenditures	$ 1,760,000	$ -	$ 225,696	$ 225,696	$ 1,534,304	12.8%
CIP Fund, CO 2018A						
Revenues	$ 1,990,000	$ 6,510	$ -	$ 13,513	$ 1,976,487	0.7%
Expenditures	$ 11,971,000	$ 22,430	$ 2,754,418	$ 4,386,269	$ 7,584,731	36.6%
CIP Fund, CO 2019A						
Revenues	$ -	$ 5,440	$ -	$ 18,506	$ (18,506)	N/A
Expenditures	$ 10,140,000	$ 125,065	$ 1,381,767	$ 2,150,738	$ 7,989,262	21.2%
Convention Center						
Revenues	$ -	$ 2,559,790	$ -	$ 2,576,921	$ (2,576,921)	N/A
Expenditures	$ 28,334,000	1851575.3.4	$ 21,125,799	$ 28,461,635	$ (127,635)	100.5%
CIP Fund, CO 2020B						
Revenues	$ 2,500,000	$ 5,135	$ -	$ 10,415	$ 2,489,585	0.4%
Expenditures	$ 8,597,000	$ 1,758	$ 508,044	$ 862,918	$ 7,734,082	10.0%
CIP Fund, CO 2021B						
Revenues	$ 39,089,000	$ 10,932	$ -	$ 19,111,614	$ 19,977,386	48.9%
Expenditures	$ 39,089,000	$ -	$ 1,669,871	$ 2,649,296	$ 36,439,704	6.8%
CIP Fund, CO 2022A						
Revenues	$ 34,000,000	$ 20,669	$ -	$ 34,035,084	$ (35,084)	100.1%
Expenditures	$ 34,000,000	$ -	$ 17,400	$ 22,545	$ 33,977,455	0.1%

Monthly Financial Summary Report

May 2022

Capital Improvement Program (CIP) Projects

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Streets Projects					
Roadway Trans - Wilson Road Widening (IH-45 to Frazier)	914	$ 5,570,000	$ 5,646,595	$ (76,595)	101.4%
Roadway Extension-Old Conroe Road South	G58	4,490,000	2,015,000	2,475,000	44.9%
Street Rehab - Tanglewood/Briarwood Phase 1A	G85	3,784,000	9,844	3,774,156	0.3%
Road Widening w/Improvements - TIRZ #3 - Old Conroe Road North	H31	4,515,000	2,015,000	2,500,000	44.6%
Street Rehab - Sherman Area	H40	3,642,000	2,375,826	1,266,174	65.2%
Street Rehab - Wiggins Village	H41	1,148,000	1,108,685	39,315	96.6%
Street Rehab - Sunset Ridge	H42	2,345,000	-	2,345,000	0.0%
Railroad Crossing Quiet Zone Upgrades	H43	365,000	364,434	566	99.8%
Sidewalk - Metcalf	H46	311,000	209,682	101,318	67.4%
Sidewalk - River Pointe Drive	H47	256,000	181,455	74,545	70.9%
Hike & Bike Trail - Alligator Creek - Option 1	H48	2,545,000	613,993	1,931,007	24.1%
Underground Electrical Conversion - Downtown Alleys	I01	1,706,000	402,729	1,303,271	23.6%
Roadway Extension - Mike Meador Boulevard	I02	1,724,000	-	1,724,000	0.0%
Street Rehab - Tanglewood/Briarwood Phase 2A	I03	1,241,000	-	1,241,000	0.0%
Street Realignment-Dallas and Roberson Intersection	I04	695,000	108,896	586,104	15.7%
Roadway Widening - Old Montgomery Road	I05	2,000,000	-	2,000,000	0.0%
Sidewalk - Dallas, San Jacinto and North Thompson	I06	524,000	278,316	245,684	53.1%
Sidewalk - Davis - From Pacific to 10th Street	I07	1,527,000	1,336,956	190,044	87.6%
Sidewalks - Longmire Way	I08	247,000	251,277	(4,277)	101.7%
Sidewalks - Flournoy Park	I09	102,000	106,277	(4,277)	104.2%
Sidewalks - Lions Park	I10	110,000	114,277	(4,277)	103.9%
Street Rehab - North 6th Street Area	I24	2,000,000	1,283,565	716,435	64.2%
Street Rehab - Tanglewood/Briarwood Phase 1B	I32	2,040,000	-	2,040,000	0.0%
Street Rehab - Lake Conroe Forest Phase 1	I33	1,800,000	-	1,800,000	0.0%
Sidewalk - Loop 336 North	I51	194,000	-	194,000	0.0%
Street Rehab - Rivershire Area	I52	2,310,000	191,800	2,118,200	8.3%
Roadway extnesion - David Memorial	I59	1,525,000	-	1,525,000	0.0%
Street Rehab - Service Center Area	I60	1,380,000	-	1,380,000	0.0%
Subtotal		**$ 50,096,000**	**$ 18,614,607**	**$ 31,481,393**	**37.2%**

Monthly Financial Summary Report

May 2022

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Facilities Projects					
Conroe Police Department Training and Classroom Building	G78	$ 6,861,000	$ 6,528,457	$ 332,543	95.2%
Flood Protection-Police Training Facility/Gun Range	H30	2,738,000	1,639,839	1,098,161	59.9%
Conroe Convention Center & Parking Garage	H91	32,548,000	30,127,639	2,420,361	92.6%
Building Renovations - Old Fleet Building	I23	488,000	488,056	(56)	100.0%
Fire Department - Fire Station #8	I37	4,080,000	974,934	3,105,066	23.9%
Subtotal		**$ 46,715,000**	**$ 39,758,925**	**$ 6,956,075**	**85.1%**
Signals Projects					
Signal Upgrades - City Wide Flashing Yellow Arrows (5-year Plan)	G94	$ 1,613,000	$ 1,612,633	$ 367	100.0%
Signal System Upgrades - City Wide Radars (5-year Plan)	G95	739,000	69,035	669,965	9.3%
Signal Upgrades - South Loop 336 at River Pointe	I11	302,000	304,542	(2,542)	100.8%
Signal - Longmire Road at Wedgewood Blvd.	I22	399,000	26,753	372,247	6.7%
Signal Upgrades - Mast Arms (5-year Plan)	I34	500,000	-	500,000	0.0%
Signal - League Line at longmire Road	I35	216,000	-	216,000	0.0%
Signal - Airport Road at Technology Parkway	I36	216,000	-	216,000	0.0%
Subtotal		**$ 3,985,000**	**$ 2,012,963**	**$ 1,972,037**	**50.5%**
Parks Projects					
Oscar Johnson, Jr. Community Center	H64	36,000,000	1,849,045	34,150,955	5.1%
Restroom Building for Carl Barton, Jr. Park	I25	185,000	-	185,000	0.0%
Kasmiersky Park Trail Restoration	I39	120,000	99,380	20,620	82.8%
Subtotal		**$ 36,305,000**	**$ 1,948,425**	**$ 34,356,575**	**5.4%**
Drainage Projects					
Rehab - Alligator Creek Phase 1	I12	2,737,000	228,260	2,508,740	8.3%
Subtotal		**$ 2,737,000**	**$ 228,260**	**$ 2,508,740**	**8.3%**
Total General Government		**$ 139,838,000**	**$ 62,563,180**	**$ 77,274,820**	**44.7%**

Monthly Financial Summary Report

May 2022

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Water Projects					
Jasper Water Well & Ground Storage Tank - FM 1488	F96	$ 7,334,000	$ 7,252,392	$ 81,608	98.9%
Jasper Water Well - SH 105 West	H03	6,363,000	6,371,758	(8,758)	100.1%
Water Line Extension - Water Well No. 24 Blending	H05	2,955,000	2,657,432	297,568	89.9%
Water Line Replacement - Sherman Street Area	H52	2,170,000	1,467,244	702,756	67.6%
Water Line Rehab - North Thompson Area	H53	1,102,000	592,113	509,887	53.7%
Elevated Storage Tank - McCaleb/Tejas	H54	2,071,000	2,070,751	249	100.0%
Water Line Extension - Wally Wilkerson to FM1484 (CIDC)	I13	4,066,000	1,373,292	2,692,708	33.8%
Water Line Rehab - Rivershire and Gladstell Area	I14	7,052,000	7,054,387	(2,387)	100.0%
Water Line Extension - Ed Kharbat Drive	I15	1,255,000	1,250,567	4,433	99.6%
Water Well & Plant - Pine Lake Cove	I28	2,246,000	2,245,553	447	100.0%
Water Line Relocation - SH105 East	I30	2,842,000	2,841,964	36	100.0%
Amaresco AMI/Water Meter Project	I40	15,689,000	15,678,750	10,250	99.9%
Water Plant - In the Industrial Park or Seven Coves Area (CIDC)	I43	7,700,000	677,134	7,022,866	8.8%
Water Line Rehab - Conroe Hospital Area	I44	226,000	-	226,000	0.0%
Water Rehab - Tanglewood Phase 2	I46	2,195,000	-	2,195,000	0.0%
Water Rehab - Sunset Ridge	I47	2,667,000	-	2,667,000	0.0%
Water Line Rehab - East Semands Street Area	I48	2,883,000	-	2,883,000	0.0%
Water Plant - Moran Ranch	I53	780,000	-	780,000	0.0%
Water Plant - Conroe Industrial Park West - CIDC	I54	1,000,000	74,239	925,761	7.4%
Water Line Extension - SH 105 West - CIDC	I61	500,000	-	500,000	0.0%
Subtotal		**$ 73,096,000**	**$ 51,607,576**	**$ 21,488,424**	**70.6%**

Monthly Financial Summary Report

May 2022

CIP Projects - continued

	P-Code	Budget Inception to Date	Expenses Inception to Date	Remaining Balance	ITD as % of Budget
Sewer Projects					
Treatment Plant - Construction of New Plant (Phase 4)	975	$ 71,303,000	$ 71,327,620	$ (24,620)	100.0%
Flood Protection - Southwest Wastewater Treatment Plant	G98	3,465,000	3,295,888	169,112	95.1%
Lift Station & Force Main - Muse Tract to Beech Road	H15	446,000	-	446,000	0.0%
Gravity Main Replacement - Upper Stewart Creek Phase 1	H55	8,205,000	956,366	7,248,634	11.7%
Trunk Line Replacement - Stewarts Creek (Avenue M to Ed Kharbat)	H56	8,000,000	945,600	7,054,400	11.8%
Trunk Line Replacement - Stewarts Creek (Avenue M to Hwy 105)	H57	241,000	246,280	(5,280)	102.2%
Lift Station Consolidation - Area No. 1	H58	2,414,000	1,134,947	1,279,053	47.0%
Sewer Rehab and Expansion of Lift Station - Camp Silver Springs Opt. 1	H60	2,741,000	2,700,406	40,594	98.5%
Lift Station Consolidation - Area No. 03	H61	3,240,000	630,082	2,609,918	19.4%
Lift Station Consolidation - Area No. 02	I16	824,000	147,073	676,927	17.8%
Lift Station Upgrade - FM 1488	I17	1,612,000	1,615,661	(3,661)	100.2%
Sewer Rehab-Middle Stewarts Creek-Avenue M to Hwy 105	I29	4,629,000	4,480,584	148,416	96.8%
Wastewater Treatment Plnt - Pine Lake Cove	I42	1,129,000	1,128,577	423	100.0%
SSOI Program - Section 8	I45	850,000	-	850,000	0.0%
Trunk Line Rehab-Lower Stearts Creek-South Loop 336 to IH45	I50	3,070,000	3,500	3,066,500	0.1%
Lift Station Upgrade - Campt Silver Springs	I55	1,400,000	-	1,400,000	0.0%
Gravity Main Replacement - Silverdale	I56	305,000	-	305,000	0.0%
Gravity Main Replacement - Grand Lake Creek	I57	675,000	225,696	449,304	33.4%
Lift Station Expansion and Install Force Main - Forest Creek	I50	1,374,000	220,000	1,154,000	16.0%
Subtotal		**$ 115,923,000**	**$ 89,058,280**	**$ 26,864,720**	**76.8%**
Total Water and Sewer		**$ 189,019,000**	**$ 140,665,856**	**$ 48,353,144**	**74.4%**

Monthly Financial Summary Report
Budget Transfers
May 2022

Transfer From	Transfer To	Purpose	FY 21-22 Budget	May	Transfers To Date	Remaining Transfer
General Fund						
General Fund						
	Tax Increment Reinvestment Zone #3	Allocate revenue from increase in value to correct fund	$ 3,253,344	$ -	$ 3,203,866	$ 49,478
	Conroe MMD#1 - Reimb. Agr.	Allocate revenue from increase in value to correct fund	430,392	-	-	430,392
	Conroe MMD#1 - Econ. Dev.	Allocate revenue from increase in value to correct fund	690,329	-	-	690,329
	Water & Sewer Operating	Net Administrative Transfer	165,646	13,804	110,431	55,215
	Vehicle & Equipment Replacement	Fund future replacement vehicles and equipment - General	185,700	15,475	123,800	61,900
	Vehicle & Equipment Replacement	Fund future replacement vehicles - Transportation	145,740	12,145	97,160	48,580
	Vehicle & Equipment Replacement	Fund future replacement vehicles - Fire	1,975,000	164,583	1,316,667	658,333
	Vehicle & Equipment Replacement	Fund future replacement vehicles - Gen and Police	2,068,121	172,343	1,378,747	689,374
	Technology Replacement	Fund future replacement computers & equipment	832,715	69,393	555,143	277,572
	Facilities Management	In lieu of rent & office space reallocation	802,094	82,500	870,250	(68,156)
Total- General Fund			**$ 10,549,081**	**$ 530,244**	**$ 7,656,065**	**$ 2,893,016**
Water & Sewer Operating						
	Water & Sewer Debt Service	Debt service (Nov & May)	$ 17,987,660	$ 4,618,898	$ 17,680,634	$ 307,026
	W & S Vehicle & Equipment Repl.	Fund future replacement vehicles and equipment	412,482	34,374	274,988	137,494
	Technology Replacement	Fund future replacement computers & equipment	128,662	10,722	85,775	42,887
	Sewer CIP Fund	Gravity Main Replacement (H55)	4,800,000	-	39,150	4,760,850
	Sewer CIP Fund	Lift Station Upgrade (I55)	1,400,000	-	-	1,400,000
	Sewer CIP Fund	Lift Station Exp./Install (I58)	1,374,000	-	-	1,374,000
	Sewer CIP Fund	Flood Protection (G98)	2,376,000	2,376,000	2,376,000	-
	Facilities Management	In lieu of rent	124,750	-	124,750	-
Total- W/S Operating			**$ 28,603,554**	**$ 7,039,993**	**$ 20,581,296**	**$ 8,022,258**
Hotel Occupancy Tax						
	Technology Replacement	Fund future replacement computers & equipment	$ 6,055	$ 505	$ 4,037	$ 5,550
	Convention Center	Cover Convention Center costs	$ -	$ 2,547,689	$ 2,547,689	$ -
Total - HOT			**$ 6,055**	**$ 2,548,194**	**$ 2,551,726**	**$ 5,550**
Conroe Industrial Development Corp.						
	General Obligation Debt Service	Cover principal and interest of parks & rec related debt	$ 350,126	$ 29,177	$ 233,417	$ 116,709
	Water & Sewer Debt Service	Cover principal and interest of Water Well #22 debt, located in Conroe Park North Industrial Park. (Nov & May)	166,204	83,102	166,204	-
	Parks CIP Fund	OJJCC - Design (H64)	-	-	7,840	(7,840)
	Water CIP Fund	Water Line Extension - Wally Wilkerson to FM1484 (I13)	2,498,956	-	48,960	2,449,996
	Water CIP Fund	Water Line Extension - SH105 West (I61)	500,000	-	-	500,000
	Technology Replacement	Fund future replacement computers & equipment	7,568	631	5,045	2,523
	Water CIP Fund	Water Plant in the Industrial Park or Seven Coves Area (I43)	7,700,000	-	52,678	7,647,322
	Convention Center Debt Servce	Cover Capitalized Interest	854,641	-	310,742	543,899
Total- CIDC			**$ 12,077,495**	**$ 112,910**	**$ 824,886**	**$ 11,252,609**

Monthly Financial Summary Report
Budget Transfers
May 2022

Transfer From	Transfer To	Purpose	FY 21-22 Budget	May	Transfers To Date	Remaining Transfer
CDBG Entitlement						
	General Fund	Administrative Cost Reimbursement	$ 110,000	$ -	$ 61,485	$ 48,516
Total- CDBG			**$ 110,000**	**$ -**	**$ 61,485**	**$ 48,516**
Facilities Management						
	Vehicle & Equipment Replacement	Fund future replacement vehicles and equipment	$ 5,264	$ 439	$ 3,509	$ 1,755
Total- Facilities Management			**$ 5,264**	**$ 439**	**$ 3,509**	**$ 1,755**
Longmire Creek Estates PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 58,887	$ 4,907	$ 39,258	$ 19,629
Total- Longmire Creek Estates PID Fund			**$ 58,887**	**$ 4,907**	**$ 39,258**	**$ 19,629**
Wedgewood Falls PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 118,982	$ 9,915	$ 79,321	$ 39,661
Total- Wedgewood Falls PID Fund			**$ 118,982**	**$ 9,915**	**$ 79,321**	**$ 39,661**
Shadow Lakes PID Fund						
	General Obligation Debt Service	Infrastructure Reimbursement	$ 168,294	$ 14,025	$ 112,196	$ 56,098
Total- Shadow Lakes PID Fund			**$ 168,294**	**$ 14,025**	**$ 112,196**	**$ 56,098**
Municipal Court Building Security						
	General Fund	Fund portion of MC Security Police Officer	$ 20,000	$ -	$ 33,160	$ (13,160)
Total- Municipal Court Building Security			**$ 20,000**	**$ -**	**$ 33,160**	**$ (13,160)**
Local Truancy Prevention & Diversion						
	General Fund	Fund Juvenile Case Coordinator	$ 20,000	$ -	$ 34,780	$ (14,780)
Total- Municipal Court Juvenile Case Manager			**$ 20,000**	**$ -**	**$ 34,780**	**$ (14,780)**
Fleet Services						
	Vehicle & Equipment Replacement	Fund future replacement vehicles and equipment	$ 7,558	$ 630	$ 5,039	$ 2,519
	General Fund	Reconcile Final Ending Fund Balance to Policy	277,290	-	-	277,290
	W & S Operating	Reconcile Final Ending Fund Balance to Policy	46,671	-	-	46,671
	Facilities Mgmnt.	Reconcile Final Ending Fund Balance to Policy	430	-	-	430
	OJJCC Fund	Reconcile Final Ending Fund Balance to Policy	2,609	-	-	2,609
Total- Fleet Services			**$ 334,558**	**$ 630**	**$ 5,039**	**$ 329,519**
TIRZ #3 (Street Improvement)						
	General Obligation Debt Service	Debt Service for TIRZ #3 roadway debt	$ 4,222,315	$ 361,929	$ 2,895,428	$ 1,326,887
Total- TIRZ #3 (Street Improvement)			**$ 4,222,315**	**$ 361,929**	**$ 2,895,428**	**$ 1,326,887**
Conroe MMD#1 - Economic Development						
	General Obligation Debt Service	Cover principal and interest of 2019A COs (March & Sept.)	$ 484,031	$ -	$ -	$ 484,031
Total- Conroe MMD#1 Economic Development			**$ 484,031**	**$ -**	**$ -**	**$ 484,031**
W&S Revenue Reserve						
	Water & Sewer Operating	Transfer Residual Monies after 2021 refunding	$ 1,640,800	$ -	$ 1,640,800	$ -
Total- W&S Revenue Reserve			**$ 1,640,800**	**$ -**	**$ 1,640,800**	**$ -**

Monthly Financial Summary Report
Operating Budget Amendments
May 2022

Number	Date Approved	Department	Purpose	Revenue Account	Revenue Change	Expenditure Account	Expenditure Change
1	1/27/2022	Transportation	Unspent FY20-21 appropriations for vehicles	N/A	N/A	1044-9060	$ 562,003
1	1/27/2022	IT	Services Interruption Plan	N/A	N/A	1130-8060	$ 48,375
1	1/27/2022	Human Resources	Additional Kronos timekeeping software licenses	N/A	N/A	1160-7254	$ 12,100
1	1/27/2022	Police	Police Tahoe vehicles not covered by VERF	N/A	N/A	1203-9060	$ 113,204
1	1/27/2022	Fire	Unspent FY20-21 appropriations for vehicles	N/A	N/A	1300-9060	$ 43,912
1	1/27/2022	Parks	Re-plaster pools and reallocate OJJCC pool to correct fund	N/A	N/A	1440-8060	$ 190,500
1	1/27/2022	Parks	Re-plaster pools and reallocate OJJCC pool to correct fund	N/A	N/A	1440-9030	$ (250,000)
1	1/27/2022	Non-departmental	Re-plaster pools and reallocate OJJCC pool to correct fund	N/A	N/A	1800-8062	$ 59,500
1	1/27/2022	Parks	Mowing services, janitorial services, and irrigation system surrounding landscapting	N/A	N/A	1450-8060	$ 310,887
1	1/27/2022	Engineering	Part-time Engineering Aide	N/A	N/A	1570-70XX	$ 25,425
1	1/27/2022	Building Inspections & Permits	Unspent FY20-21 appropriations for new permitting and tracking software	N/A	N/A	1580-9050	$ 444,366
1	1/27/2022	Building Inspections & Permits	Furniture for Conroe Municipal Center training and classroom	N/A	N/A	1580-7253	$ 68,000
1	1/27/2022	Drainage, Engineering, BIP	New vehicles - bids higher than originally budgeted	N/A	N/A	1530-9060 & 1570-9060 & 1580-9060	$ 40,259
2	5/12/2022	Fire Department	Reimbursement of overtime costs from TDEM for working the California Lightning Fires EMAC Response	1020-6107	$ 257,937	N/A	N/A
2	5/12/2022	Fire Department	Reimbursement of overtime costs from the Mitigation Action Project for the Kirbyville Deployment elevation loss from flooding	1020-6107	$ 79,765	N/A	N/A
2	5/12/2022	Administration	Administative Specialist II	N/A	N/A	1041-7010	$ 12,401
2	5/12/2021	Administration	Conroe Center for the Visual and Performing Arts design and programming fees	N/A	N/A	1041-8060	$ 110,000
2	5/12/2022	Mayor & City Council	City of Conroe 2022 Election	N/A	N/A	1042-8070	$ 210,000
2	5/12/2022	Finance	Administative Specialist II - Part-time	N/A	N/A	1100-7020	$ 16,101
2	5/12/2022	IT	Consolidated Communications Utilities	N/A	N/A	1130-8010	$ 131,793
2	5/2/2022	Police	The promotion of two police officers. One Police Sergeant and one Police Lieutenant	N/A	N/A	1203-7010	$ 64,341
2	5/12/2022	Police	Reimbursement to cover the costs of the weapon sights and portable electronic language translators	1020-6108	$ 17,989	1203-7200	$ 17,989
2	5/12/2022	Police	Interoperable Emergency Communication Gap Improvement Grant	1020-6108	$ 55,500	1204-7254	$ 55,500
2	5/12/2022	Police	Body Worn Camera Program	1020-6108	$ 230,000	1204-7254	$ 230,000
2	5/12/2022	Fire	High Water Rescue Vehicles	1020-6108	$ 351,207	1300-9060	$ 412,222
2	5/12/2022	Parks	Reclassification of current part-time Recreation Specialist to to full time Recreation Specialist	N/A	N/A	1400-8060	$ (35,000)
2	5/12/2022	Parks	Reclassification of current part-time Recreation Specialist to full time Recreation Specialist	N/A	N/A	1430-70xx	$ 35,000
2	5/12/2022	Parks	Hazard Mitigation Grant for three backup generators	1020-6107	$ 270,000	1400,1410, 1440,-9050	$ 424,459
2	5/12/2022	Non-departmental	Install new flooring - 3rd floor Administration	N/A	N/A	1800-8520	$ 81,625
			Total- General Fund		**$ 1,262,398**		**$ 3,434,962**

Monthly Financial Summary Report
Operating Budget Amendments
May 2022

Number	Date Approved	Department	Purpose	Revenue Account	Revenue Change	Expenditure Account	Expenditure Change
1	1/27/2022	Utility Billing	Credit card fees	N/A	N/A	2800-8064	$ 248,500
1	1/27/2022	Central Wastewater Treatment Plant	Unspent FY20-21 appropriations for security system	N/A	N/A	2881-9030	$ 134,134
1	1/27/2022	Sewer Maintenance	Unspent FY20-21 appropriations for utility tractor with rotary cutter	N/A	N/A	2882-9050	$ 66,221
1	1/27/2022	Revenue	Reduction in Reserve Fund requirements	2000-6550	$ 1,640,800	N/A	N/A
1	1/27/2022	Wastewater Treatment Plant & Sewer Maintenance	New vehicles - bids higher than originally budgeted	N/A	N/A	2880-9060 & 2882-9060	$ 11,290
2	5/12/2022	Utility Billing	Verizon Air Card connection service fees	N/A	N/A	2800-8010	$ 4,383
2	5/12/2022	Non-departmental	Lift Station Upgrade - Camp Silver Springs	N/A	N/A	2900-8520	$ 1,400,000
2	5/12/2022	Non-departmental	Lift Station Expansion and Install Force Main	N/A	N/A	2900-8520	$ 1,374,000
2	5/12/2022	Non-departmental	Flood Protection - Southwest Wastewater Treatment Plant	N/A	N/A	2900-8520	$ 2,376,000
			Total- Water & Sewer Operating		**$ 1,640,800**		**$ 5,614,528**
1	1/27/2022	VERF	Vehicles - some from unspent FY20-21 appropriations	N/A	N/A	3010-9060	$ 131,113
2	5/12/2022	VERF	Arbor Spirit of Freedom Ford E450 Buses (4)	N/A	N/A	3010-9050	$ 562,003
2	5/12/2022	VERF	Vehicles and Equipment for Various Departments	N/A	N/A	3010-9060	$ 629,962
			Total- Vehicle Equipment Replacement		**$ -**		**$ 1,323,078**
2	5/12/2022	Water & Sewer Debt Service	2021 Refunding Bonds	6000-6113	$ 257,000	N/A	N/A
2	5/12/2022	Water & Sewer Debt Service	Certificate of Obligation Series 2021C	N/A	N/A	6000-9616	$ 403,000
			Total- Water & Sewer Debt Service		**$ 257,000**		**$ 403,000**
1	1/27/2022	Water & Sewer Revenue Reserve	Increase transfer from Reserve savings	N/A	N/A	8000-8520	$ 1,640,800
			Total - Water & Sewer Revenue Reserve		**$ -**		**$ 1,640,800**
1	1/27/2022	CIDC General Fund	Cost-sharing agreement to upgrade existing natural gas line serving Deison Technology Park	N/A	N/A	9000-8063	$ 175,000
2	5/12/2022	CIDC General Fund	Water Line Extension - SH 105 West	N/A	N/A	9000-8520	$ 500,000
2	5/12/2022	CIDC General Fund	Underground Utilities SH 105 & IH45 to SH 75	N/A	N/A	9000-8520	$ (756,000)
			Total- CIDC		**$ -**		**$ (81,000)**
2	5/12/2022	Debt Service	Certificates of Obligation Series 2021B	1010-6113	$ 208,000	1010-9616	$ 206,000
			Total- Debt Service Fund		**$ 208,000**		**$ 206,000**
1	1/27/2022	Facilities Management	Remodeling of Conroe Tower for Veterans Commission Offices	2500-6550	$ 18,450	2500-8060	$ 18,450
2	5/12/2022	Facilities Management	Install new flooring - 3rd floor Administration	2500-6550	$ 43,926	2500-XXXX	$ 43,926
2	5/12/2022	Facilities Management	Design plans for 1st and 3rd floors at the Conroe Tower	2500-6550	$ 37,699	2500-7253	$ 37,699
			Total- Facilities Management		**$ 62,376**		**$ 100,075**
1	1/27/2022	OJJCC Fund	Re-plaster pools and reallocate OJJCC pool to correct fund	3000-6106	$ 59,500	3000-8060	$ 59,500
			Total- Oscar Johnson Jr., Community Center		**$ 59,500**		**$ 59,500**
2	5/12/2022	Municipal Court Technology	Replace Security Servers and purchase additional security storage	N/A	N/A	3700-9050	$ 52,419
			Total- Municipal Court Technology		**$ -**		**$ 52,419**
1	1/27/2022	W&S VERF	Unspent FY20-21 appropriations for vehicles	N/A	N/A	4500-9060	$ 22,294
			Total- W&S VERF		**$ -**		**$ 22,294**
2	5/12/2022	Fleet Services Fund	Replace a broken lift	N/A	N/A	5200-9050	$ 28,268
			Total- Fleet Services		**$ -**		**$ 28,268**
2	5/12/2022	Animal Shelter	Shelter sign and flooring	N/A	N/A	1206-7252	$ 45,000
			Total-Animal Shelter Reserve		**$ -**		**$ 45,000**
2	5/12/2022	Sewer	Establish budget that agrees to remaining balance of the award	2882-6108	$ 430,009	2882-8060 2882-9030	$ 430,009
			Total- CDBG-Disaster Recovery GLO 2016 Floods		**$ 430,009**		**$ 430,009**

Monthly Financial Summary Report
Operating Budget Amendments
May 2022

Number	Date Approved	Department	Purpose	Revenue Account	Revenue Change	Expenditure Account	Expenditure Change
2	5/12/2022	Sewer	Establish budget that agrees to remaining balance of the award	2882-6108	$ 71,762	2882-8060 2882-9030	$ 71,762
			Total- CDBG-Disaster Recovery GLO Hurricane Harvey		**$ 71,762**		**$ 71,762**
2	5/12/2022	Transportation	Agree grant budget to the amount awarded	1044-6107	$ (1,747)	1044-8060	$ (1,747)
			Total- State Public Trasnportation Grant		**$ (1,747)**		**$ (1,747)**
Net Effect					**$ 3,990,098**		**$ 11,655,729**

Monthly Financial Summary Report
Omnibase (Contracted Traffic Fines Collections)
May 2022

	Current Collected	Collected- Past Months	Total Collected	Pending	Payment Plan	Cleared	Total Current Activity	Total Average Monthly Collections	Committed ($331,200 Annually)	Surplus
Oct-21	$ 61,588	$ 28,098	$ 89,686	$ 18,161	$ 33,255	$ 61,098	$ 202,200	$ 89,686	$ 27,600	$ 62,086
Nov-21	45,746	13,594	59,341	16,780	13,710	29,774	119,604	74,513	27,600	31,741
Dec-21	28,578	13,931	42,509	16,899	15,471	46,198	121,077	63,845	27,600	14,909
Jan-22	30,139	23,758	53,897	19,146	19,378	39,465	131,886	61,358	27,600	26,297
Feb-22	39,570	32,244	71,815	21,674	28,185	36,627	158,300	63,449	27,600	44,215
Mar-22	83,924	43,182	127,106	26,936	34,865	73,785	262,693	74,059	27,600	99,506
Apr-22	44,198	20,505	64,703	14,341	21,984	72,846	173,874	72,722	27,600	37,103
May-22	53,190	31,728	84,918	19,468	35,042	87,647	227,075	74,247	27,600	57,318
Jun-22	-	-	-	-	-	-	-	42,459	27,600	(27,600)
Jul-22	-	-	-	-	-	-	-	-	27,600	(27,600)
Aug-22	-	-	-	-	-	-	-	-	27,600	(27,600)
Sep-22	-	-	-	-	-	-	-	-	27,600	(27,600)
Total FY 22	**$ 386,934**	**$ 207,040**	**$ 593,975**	**$ 153,405**	**$ 201,890**	**$ 447,439**	**$ 1,396,708**	**$ 616,339**	**$ 331,200**	**$ 262,775**
Total FY 21	**$ 568,949**	**$ 304,692**	**$ 873,641**	**$ 220,946**	**$ 306,899**	**$ 468,962**	**$ 1,870,447**	**$ 825,448**	**$ 331,200**	**$ 542,441**
Total FY 20	**498,146**	**287,684**	**785,830**	**192,413**	**305,847**	**538,866**	**1,822,956**	**796,341**	**331,200**	**454,630**
Total FY 19	**565,887**	**279,068**	**844,955**	**289,888**	**491,629**	**480,867**	**2,107,339**	**896,122**	**331,200**	**513,755**
Total FY 18	**553,100**	**273,738**	**826,839**	**256,371**	**260,609**	**361,950**	**1,705,768**	**789,033**	**331,200**	**495,639**
Total FY 17	**838,933**	**351,942**	**1,190,874**	**371,973**	**363,059**	**563,356**	**2,489,263**	**1,210,524**	**331,200**	**859,674**
Total FY 16	**884,437**	**247,456**	**1,131,892**	**226,887**	**376,795**	**470,163**	**2,205,737**	**1,154,987**	**331,200**	**800,692**
Total FY 15	**977,998**	**301,732**	**1,279,730**	**397,633**	**543,603**	**495,216**	**2,716,182**	**1,322,747**	**331,200**	**948,530**
Total FY 14	**1,094,801**	**390,182**	**1,484,983**	**296,622**	**448,505**	**848,920**	**3,079,029**	**1,342,712**	**331,200**	**1,153,783**
Total FY 13	**1,097,414**	**278,945**	**1,376,358**	**396,965**	**469,203**	**1,045,681**	**3,288,207**	**1,210,931**	**331,200**	**1,045,158**
Total FY 12	**969,067**	**192,286**	**1,161,353**	**293,305**	**353,502**	**900,493**	**2,708,653**	**1,169,379**	**331,200**	**830,153**
Total FY 11	**667,938**	**143,990**	**811,928**	**228,763**	**254,360**	**821,199**	**2,116,250**	**777,713**	**331,200**	**480,728**
Total FY 10	**617,616**	**116,058**	**733,675**	**225,665**	**290,719**	**1,219,526**	**2,469,586**	**631,343**	**331,200**	**402,475**
Total FY 09	**601,687**	**83,538**	**685,225**	**100,395**	**225,636**	**729,368**	**1,740,623**	**664,799**	**331,200**	**354,025**
Total FY 08	**611,169**	**72,898**	**684,067**	**72,510**	**286,388**	**699,302**	**1,742,267**	**668,806**	**331,200**	**352,867**
Total FY 07	**528,074**	**80,171**	**608,245**	**278,010**	**457,971**	**525,627**	**1,869,851**	**596,790**	**331,200**	**277,045**
Total FY 06	**478,570**	**69,617**	**548,186**	**822,395**	**513,654**	**670,872**	**2,555,108**	**517,452**	**331,200**	**216,986**
Total FY 05	**310,125**	**78,855**	**388,980**	**468,199**	**455,556**	**575,252**	**1,887,987**	**398,435**	**331,200**	**57,780**
Total FY 04	**51,189**	**4,511**	**55,700**	**103,017**	**48,186**	**111,331**	**364,912**	**43,665**	**-**	**51,189**
Grand Total	**$ 12,302,033**	**$ 3,764,402**	**$ 16,066,434**	**$ 5,395,361**	**$ 6,654,011**	**$ 11,974,389**	**$ 40,136,873**	**$ 15,633,567**	**$ 5,961,600**	**$ 10,100,323**

Notes

Current Collected means the amount that was received in immediate payments due to notices from Omnibase.
Collected - Past Months shows how much was collected in the current month from payment plans established in previous months.
Total Collected is the sum of the "Current Collected" and "Past Due Collected" columns.
Pending indicates cases that are awaiting trial or extensions.
Payment plan shows the amount that will be collected on an approved installment plan.
Cleared is the amount that has been written off due to time served, community service or dismissal.
Total Current Activity represents the sum of current collected, pending, payment plan and cleared.
Total Average Monthly Collections is the sum of the average monthly amount from the Total Collected column for the fiscal year.
Committed is the amount that has been committed for a specific program.
Surplus is the amount collected above the amount committed.

Monthly Financial Summary Report
Self Insurance Fund Report
May 2022

Totals for FY 2022

	Premiums	Stop/Loss & Other Deposits	Total Inflow	Claims	Admin. & Consulting & Misc.	Total Outflow	Monthly Surplus (Deficit)	YTD Surplus (Deficit)	Loss Ratio
October	$ 1,151,508	$ 84,070	$ 1,235,578	$ 984,176	$ 137	$ 984,313	$ 251,265	$ 251,265	79.7%
November	462,910	284,374	747,284	851,917	120,137	972,054	(224,770)	26,495	130.1%
December	738,991	200,887	939,878	696,223	166,323	862,546	77,332	103,827	91.8%
January	835,955	120,595	956,550	914,595	236,475	1,151,070	(194,520)	(90,694)	120.3%
February	799,702	111,401	911,103	790,540	176,054	966,594	(55,491)	(146,185)	106.1%
March	851,509	288,228	1,139,737	774,650	173,678	948,329	191,408	45,224	83.2%
April	802,327	213,575	1,015,903	806,023	177,130	983,153	32,749	77,973	96.8%
May	815,903	7,817	823,720	781,298	172,213	953,511	(129,791)	(51,818)	115.8%
June	-	-	-	-	-	-	-	(51,818)	N/A
July	-	-	-	-	-	-	-	(51,818)	N/A
August	-	-	-	-	-	-	-	(51,818)	N/A
September	-	-	-	-	-	-	-	(51,818)	N/A
Totals	**$ 6,458,805**	**$ 1,310,948**	**$ 7,769,752**	**$ 6,599,423**	**$ 1,222,148**	**$ 7,821,570**	**$ (51,818)**	**$ (51,818)**	**100.7%**

Totals for All Years

	Premiums	Stop/Loss & Other Deposits*	Total Inflow	Claims	Admin. & Consulting	Total Outflow	Annual Surplus (Deficit)	Total Surplus (Deficit)[1]	Loss Ratio
FY 2001	$ 1,159,636	$ -	$ 1,159,636	$ 967,696	$ 265,332	$ 1,233,028	$ (73,392)	$ (73,392)	106.3%
FY 2002	1,950,149	166,590	2,116,739	1,822,027	386,545	2,208,572	(91,833)	(165,225)	104.3%
FY 2003	2,323,404	102,184	2,425,588	2,702,990	442,163	3,145,153	(719,565)	(884,790)	129.7%
FY 2004	2,874,980	686,925	3,561,905	2,813,600	469,566	3,283,166	278,739	(606,051)	92.2%
FY 2005	3,786,913	596,798	4,383,711	2,041,275	671,872	2,713,147	1,670,564	1,064,513	61.9%
FY 2006	4,010,235	84,930	4,095,165	2,673,013	722,138	3,395,151	700,014	1,764,527	82.9%
FY 2007	3,727,378	761,493	4,488,871	2,196,156	920,643	3,116,799	1,372,072	3,136,599	69.4%
FY 2008	4,184,174	795,265	4,979,439	3,483,538	963,852	4,447,390	532,049	3,668,648	89.3%
FY 2009	4,995,263	573,434	5,568,697	3,838,254	1,155,329	4,993,583	575,114	3,179,249	89.7%
FY 2010	5,042,874	1,223,127	6,266,001	4,505,944	1,251,571	5,757,515	508,486	1,288,208	91.9%
FY 2011	4,414,182	1,707,966	6,122,148	6,162,025	1,362,129	7,524,154	(1,402,006)	179,588	122.9%

*$60,000 was transferred into fund in August 2002 to avoid increasing employee contributions at 10/1/03 renewal.
*$200,000 was transferred into fund in August 2004 to address the shortfall created in large part by claims in the summer of 2003.
*$500,000 was transferred into fund in October 2004 to address the shortfall created in large part by claims in the summer of 2003.

Monthly Financial Summary Report
Self Insurance Fund Report
May 2022

All Years - Continued

	Premiums	Stop/Loss & Other Deposits*	Total Inflow	Claims	Admin. & Consulting	Total Outflow	Annual Surplus (Deficit)	Ending Adjusted Net Position [1]	Loss Ratio
FY 2012	$ 4,820,596	$ 1,743,798	$ 6,564,394	$ 6,148,964	$ 1,421,028	$ 7,569,992	$ (1,005,598)	$ 3,145,216	115.3%
FY 2013	4,753,169	2,139,162	6,892,331	5,562,100	1,254,895	6,816,995	75,336	2,314,281	98.9%
FY 2014	5,059,837	2,244,657	7,304,494	7,829,821	1,332,386	9,162,207	(1,857,713)	262,157	125.4%
FY 2015	5,471,532	1,304,949	6,776,482	6,338,073	1,399,734	7,737,807	(961,325)	(425,370)	114.2%
FY 2016	6,695,932	1,634,363	8,330,295	9,270,300	1,407,849	10,678,149	(2,347,854)	(2,245,508)	128.2%
FY 2017	7,355,169	6,047,889	13,403,058	9,787,712	1,355,576	11,155,864	2,247,194	1,686	106.2%
FY 2018	10,796,956	1,310,480	12,107,436	8,660,206	1,343,476	10,003,682	2,104,630	2,106,318	83.7%
FY 2019	11,301,225	2,344,795	13,646,020	10,504,930	1,595,766	12,100,697	1,545,324	3,651,642	89.7%
FY 2020	9,708,235	2,774,608	12,482,843	9,979,291	1,730,572	11,709,863	772,980	4,424,622	96.6%
FY 2021	9,912,247	1,379,856	11,292,103	10,237,909	2,696,746	12,934,655	(1,642,551)	2,782,070	110.3%
FY 2022	6,458,805	1,310,948	7,769,752	6,599,423	1,222,148	7,821,570	(51,818)	2,730,252	100.7%
Grand Total	**$ 114,344,087**	**$ 29,623,270**	**$ 143,967,357**	**$ 117,525,824**	**$ 24,149,168**	**$ 141,674,992**	**$ 2,292,364**		**98.4%**

*$421,615 was transferred into fund in November 2014 to address the shortfall created by claims in FY2014.
*$528,000 was transferred into fund in May 2016 to address the shortfall from prior year claims
*$2,877,192 was transferred into fund in September 2017 to address the shortfall from prior year claims

Shaded areas are year-to-date for the current year

	Cumulative Surplus (Deficit)	Estimated Reserve	Difference Cumulative less Estimated
October	$ 3,033,335	$ 1,891,888	$ 1,141,447
November	$ 2,808,566	$ 1,891,888	$ 916,678
December	$ 2,885,897	$ 1,891,888	$ 994,009
January	$ 2,691,377	$ 1,891,888	$ 799,489
February	$ 2,635,885	$ 1,891,888	$ 743,997
March	$ 2,827,294	$ 1,891,888	$ 935,406
April	$ 2,860,043	$ 1,891,888	$ 968,155
May			
June			
July			
August			
September			

Notes:
1. Beginning with the FY08-09 Fiscal Year, the "Ending Adjusted Net Assets" in the Self Funded Insurance Fund excludes the total Other Post Employee Benefits (OPEB) Liability in the amount of $3,526,846. The OPEB liability represents benefit continuation of medical, dental and vision insurance coverage provided at City expense to eligible retirees or former elected officials.
2. Effective in FY17-18, the OPEB liability is accounted for in each respective operating fund.
3. The "Estimated Reserve" is the difference between the expected budget projection and the maximum budget projection.

CITY OF CONROE

Est. 1904

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CITY OF CONROE

Est. 1904

Section 1 – TOTAL OUTSTANDING DEBT SERVICE REQUIREMENTS

CITY OF CONROE

City of Conroe, Texas

Outstanding Debt Service
As of March 15, 2022

Fiscal Year Ending 9/30	General Obligation Debt (a)			Waterworks & Sewer System Debt (b)			Conroe IDC Debt			Conroe LGC Debt		
	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service
2022		5,073,996	5,073,996		4,955,872	4,955,872	4,210,000	1,118,034	5,328,034		1,918,576	1,918,576
2023	11,035,000	9,994,529	21,029,529	10,105,000	9,894,813	19,999,813	4,330,000	2,116,956	6,446,956		3,273,400	3,273,400
2024	11,690,000	9,471,738	21,161,738	11,315,000	9,388,838	20,703,838	4,455,000	1,993,714	6,448,714		3,273,400	3,273,400
2025	12,340,000	8,907,210	21,247,210	11,865,000	8,837,263	20,702,263	4,580,000	1,865,897	6,445,897		3,273,400	3,273,400
2026	12,960,000	8,332,782	21,292,782	12,430,000	8,267,538	20,697,538	4,715,000	1,733,540	6,448,540	1,115,000	3,256,638	4,371,638
2027	13,530,000	7,783,252	21,313,252	13,035,000	7,669,263	20,704,263	4,850,000	1,596,221	6,446,221	1,150,000	3,222,475	4,372,475
2028	14,140,000	7,206,255	21,346,255	13,660,000	7,041,088	20,701,088	4,995,000	1,454,116	6,449,116	1,225,000	3,186,538	4,411,538
2029	15,030,000	6,590,806	21,620,806	14,315,000	6,379,338	20,694,338	5,145,000	1,306,724	6,451,724	1,615,000	3,140,325	4,755,325
2030	15,800,000	5,937,114	21,737,114	15,020,000	5,683,753	20,703,753	5,325,000	1,122,179	6,447,179	1,765,000	3,081,963	4,846,963
2031	14,495,000	5,249,559	19,744,559	15,690,000	4,946,694	20,636,694	4,950,000	930,463	5,880,463	1,930,000	3,017,213	4,947,213
2032	14,475,000	4,575,950	19,050,950	13,520,000	4,247,722	17,767,722	5,145,000	735,014	5,880,014	2,100,000	2,945,675	5,045,675
2033	15,175,000	3,906,417	19,081,417	13,655,000	3,621,131	17,276,131	4,455,000	544,000	4,999,000	2,285,000	2,854,775	5,139,775
2034	15,905,000	3,216,088	19,121,088	13,195,000	3,008,094	16,203,094	1,340,000	355,800	1,695,800	2,385,000	2,745,650	5,130,650
2035	13,980,000	2,582,416	16,562,416	13,315,000	2,393,800	15,708,800	1,395,000	302,200	1,697,200	2,500,000	2,631,625	5,131,625
2036	13,725,000	2,016,425	15,741,425	11,270,000	1,830,050	13,100,050	1,450,000	246,400	1,696,400	2,620,000	2,512,250	5,132,250
2037	13,530,000	1,455,000	14,985,000	10,685,000	1,336,325	12,021,325	1,510,000	188,400	1,698,400	2,735,000	2,387,525	5,122,525
2038	11,785,000	932,725	12,717,725	11,075,000	849,450	11,924,450	1,570,000	128,000	1,698,000	2,870,000	2,261,375	5,131,375
2039	7,640,000	568,775	8,208,775	9,745,000	380,100	10,125,100	1,630,000	65,200	1,695,200	2,990,000	2,133,900	5,123,900
2040	5,800,000	355,600	6,155,600	3,010,000	113,400	3,123,400			-	3,120,000	2,001,100	5,121,100
2041	5,200,000	174,325	5,374,325	1,585,000	44,475	1,629,475			-	3,260,000	1,862,525	5,122,525
2042	2,150,000	43,000	2,193,000	690,000	10,350	700,350			-	3,395,000	1,718,100	5,113,100
2043			-			-			-	3,550,000	1,567,500	5,117,500
2044			-			-			-	3,695,000	1,410,500	5,105,500
2045			-			-			-	3,860,000	1,246,900	5,106,900
2046			-			-			-	4,020,000	1,076,375	5,096,375
2047			-			-			-	4,210,000	898,375	5,108,375
2048			-			-			-	4,380,000	712,700	5,092,700
2049			-			-				4,575,000	519,225	5,094,225
2050						-				4,765,000	317,550	5,082,550
2051										4,975,000	107,350	5,082,350
	$ 240,385,000	$ 94,373,962	$ 334,758,962	$ 219,180,000	$ 90,899,354	$ 310,079,354	$ 66,050,000	$ 17,802,855	$ 83,852,855	$ 77,090,000	$ 64,554,901	$ 141,644,901

(a) Includes the City's Series 2021A Certificates of Obligation, which are paid by sales and hotel occupancy taxes derived from the Conroe Convention Center Hotel and the City's Series 2022A Certificates of Obligation, which are paid by sales taxes derived from the Conroe Industrial Development Corporation..

(b) Includes the City's Series 2017B, Series 2018B, Series 2019B, Series 2020C, Series 2021C Certificates of Obligation and a portion of the Series 2018, Series 2019, Series 2020 and Series 2021 Limited Tax Refunding Bonds, which are paid by Water and Sewer System revenues.

CITY OF CONROE

Est. 1904

Section 2 – PUBLIC WORKS DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2005			Series 2014			Series 2015			Series 2015		
Debt Type:	Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds			Certificates of Obligation		
Original Par Amt:	$3,865,000			$31,100,000			$33,370,000			$8,795,000		
Percent of Use:	2.12%			27.27%			80.72%			35.91%		
Dated Date:	12/29/2005			9/1/2014			4/1/2015			9/1/2015		
Delivery Date:	12/29/2005			9/25/2014			4/23/2015			9/24/2015		
Principal Due:	March 1			March 1			March 1			March 1		
Call Provisions:	Non Callable			mtys '25-'34 callable 03/1/24 @ 100%			mtys '26-'30 callable 03/1/25 @ 100%			mtys '26-'35 callable 03/1/25 @ 100%		
Use of Proceeds:	New Money			New Money			Refunding			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		1,348	4.325		148,360	4.000		383,057	3.000		27,063	2.000
2023	2,120	2,650	4.325	354,510	289,630	4.000	1,695,120	723,736	5.000	82,591	53,197	2.250
2024	7,526	2,441	4.325	370,872	273,268	5.000	2,352,988	622,533	5.000	84,387	51,266	2.375
2025	7,844	2,109	4.325	391,325	254,213	5.000	2,474,068	501,856	5.000	86,182	48,971	3.000
2026	8,268	1,760	4.325	411,777	234,135	5.000	2,570,932	401,441	3.000	87,978	46,359	3.000
2027	8,586	1,396	4.325	428,139	217,419	3.000	2,651,652	323,102	3.000	91,568	43,666	3.000
2028	8,904	1,018	4.325	440,411	204,390	3.000	2,748,516	228,357	4.000	95,159	40,865	3.000
2029	9,328	624	4.325	454,046	190,690	3.125	2,845,380	130,706	3.000	96,955	37,983	3.000
2030	9,752	211	4.325	474,498	171,733	5.000	2,934,172	44,013	3.000	98,750	34,924	3.250
2031				700,839	142,349	5.000				89,773	31,804	3.375
2032				785,376	105,194	5.000				129,273	28,108	3.375
2033				834,462	64,698	5.000				206,478	21,797	4.000
2034				876,731	21,918	5.000				217,251	13,322	4.000
2035										224,433	4,489	4.000
2036												
2037												
2038												
2039												
2040												
2041												
Outstanding Par($):	62,328	13,556		6,522,984	2,317,996		20,272,828	3,358,800		1,590,778	483,814	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 5,797,602**	**$ 1,606,739**		**$ 13,750,652**	**$ 1,127,618**		**$ 1,337,618**	**$ 303,316**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2016	Series 2017A	Series 2018	Series 2018A
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$11,275,000	$20,110,000	$24,185,000	$42,870,000
Percent of Use:	38.40%	59.72%	11.60%	81.54%
Dated Date:	9/1/2015	9/1/2017	5/24/2018	11/15/2018
Delivery Date:	9/22/2016	9/21/2017	5/24/2018	11/15/2018
Principal Due:	March 1	March 1	November 15	March 1
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%	mtys '28-'37 callable 03/1/27 @ 100%	mtys '29 callable 11/15/28 @ 100%	mtys '29-'38 callable 03/1/28 @ 100%
Use of Proceeds:	New Money	New Money	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022	0	44,490	3.000		200,092	2.000	0	54,562	5.000	0	810,955	5.000
2023	124,800	87,108	3.000	322,488	392,122	5.000	249,917	104,125	4.000	754,282	1,603,053	5.000
2024	128,640	83,306	3.000	334,432	380,715	2.000	258,111	93,965	4.000	790,977	1,564,422	5.000
2025	132,480	79,390	3.000	346,376	368,711	5.000	270,402	82,042	5.000	831,749	1,523,854	5.000
2026	136,320	76,039	2.000	364,292	350,945	5.000	284,742	68,164	5.000	872,521	1,481,247	5.000
2027	140,160	73,274	2.000	382,208	332,282	5.000	297,033	55,105	4.000	917,370	1,436,499	5.000
2028	142,080	70,452	2.000	400,124	312,724	5.000	311,372	41,380	5.000	966,296	1,389,408	5.000
2029	144,000	67,501	2.125	424,012	292,120	5.000	325,712	25,453	5.000	1,015,223	1,339,870	5.000
2030	149,760	62,976	4.000	441,928	272,682	4.000	346,197	8,655	5.000	1,064,149	1,287,886	5.000
2031	197,760	56,026	4.000	674,836	250,346	4.000				2,617,562	1,195,843	5.000
2032	243,840	47,194	4.000	761,430	221,621	4.000				2,796,959	1,060,480	5.000
2033	257,280	37,171	4.000	791,290	190,567	4.000				2,939,661	917,064	5.000
2034	264,960	26,726	4.000	824,136	158,258	4.000				3,090,518	766,310	5.000
2035	264,960	16,128	4.000	1,057,044	120,634	4.000				3,273,992	607,197	5.000
2036	270,720	5,414	4.000	1,191,414	75,665	4.000				3,445,234	439,216	5.000
2037				1,295,924	25,918	4.000				3,477,852	266,139	5.000
2038										3,583,859	89,596	5.000
2039												
2040												
2041												
Outstanding Par($):	2,597,760	833,196		9,611,934	3,945,402		2,343,484	533,450		32,438,203	17,779,038	
Callable Principal/ Interest:	**$ 2,075,520**	**$ 462,863**		**$ 7,862,138**	**$ 1,920,535**		**$ 346,197**	**$ 8,655**		**$ 27,305,008**	**$ 7,969,601**	

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	Series 2019A	Series 2019	Series 2020B	Series 2020
Debt Type:	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation	Limited Tax Refunding Bonds
Original Par Amt:	$23,730,000	$9,075,000	$11,160,000	$20,765,000
Percent of Use:	53.77%	16.84%	69.44%	33.59%
Dated Date:	12/17/2019	12/17/2019	12/15/2020	12/15/2020
Delivery Date:	12/17/2019	12/17/2019	12/15/2020	12/15/2020
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%	mtys '30-'31 callable 03/1/29 @ 100%	mtys '31-'40 callable 03/1/30 @ 100%	mty 2031 callable 03/1/30 @ 100%
Use of Proceeds:	New Money	Refunding	New Money	Refunding

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022	0	261,660	5.000		32,291	5.000		148,315	5.000		142,189	5.000
2023	373,724	513,978	5.000	133,088	60,657	5.000	267,329	289,947	5.000	773,000	292,797	5.000
2024	392,544	494,821	5.000	140,400	53,820	5.000	281,216	276,234	5.000	572,267	259,165	5.000
2025	414,054	474,656	5.000	147,713	46,617	5.000	295,103	261,826	5.000	595,865	229,962	5.000
2026	435,563	453,416	5.000	155,025	39,049	5.000	308,990	246,723	5.000	631,707	199,273	5.000
2027	454,384	431,167	5.000	163,800	31,078	5.000	326,349	230,840	5.000	662,009	166,930	5.000
2028	478,581	407,843	5.000	171,113	22,705	5.000	343,708	214,089	5.000	699,014	132,904	5.000
2029	505,468	383,242	5.000	179,888	13,930	5.000	361,067	196,469	5.000	737,478	96,992	5.000
2030	529,666	357,363	5.000	188,663	4,717	5.000	378,426	177,982	5.000	768,942	59,332	5.000
2031	680,231	327,116	5.000				395,785	160,605	4.000	802,163	20,054	5.000
2032	715,184	292,230	5.000				413,144	144,427	4.000			
2033	752,825	255,530	5.000				430,503	127,554	4.000			
2034	790,466	216,948	5.000				447,862	109,987	4.000			
2035	962,540	177,936	4.000				465,221	91,725	4.000			
2036	1,000,182	138,681	4.000				486,052	72,699	4.000			
2037	1,040,511	97,867	4.000				503,411	52,910	4.000			
2038	1,083,530	55,386	4.000				524,242	32,357	4.000			
2039	1,123,860	16,858	3.000				541,601	16,456	2.000			
2040							552,016	5,520	2.000			
2041												
Outstanding Par($):	11,733,312	5,356,698		1,279,688	304,864		7,322,026	2,856,666		6,242,443	1,599,599	
Callable Principal/ Interest:	**$ 8,678,994**	**$ 1,935,916**		**$ 188,663**	**$ 4,717**		**$ 4,759,838**	**$ 814,241**		**$ 802,163**	**$ 20,054**	

City of Conroe, Texas

Overview of Debt Service Requirements - Public Works

Issue:	*Series 2021B*
Debt Type:	*Certificates of Obligation*
Original Par Amt:	$16,725,000
Percent of Use:	65.50%
Dated Date:	12/9/2021
Delivery Date:	12/9/2021
Principal Due:	March 1
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%
Use of Proceeds:	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Total Outstanding Debt Service Principal	Interest	Total	Total Principal Callable
2022	0	200,081	5.000	0	2,454,462	2,454,462	0
2023	206,337	395,004	5.000	5,339,305	4,808,003	10,147,308	0
2024	219,437	384,359	5.000	5,933,796	4,540,315	10,474,111	0
2025	235,813	372,978	5.000	6,228,972	4,247,185	10,476,158	391,325
2026	245,639	360,942	5.000	6,513,753	3,959,492	10,473,245	3,070,687
2027	258,740	348,332	5.000	6,781,997	3,691,090	10,473,087	3,311,519
2028	268,565	335,150	5.000	7,073,843	3,401,284	10,475,127	3,826,290
2029	281,666	321,394	5.000	7,380,221	3,096,973	10,477,195	4,979,615
2030	298,042	306,901	5.000	7,682,945	2,789,373	10,472,317	6,227,783
2031	651,762	283,156	5.000	6,810,711	2,467,300	9,278,011	6,158,949
2032	802,420	250,814	4.000	6,647,626	2,150,067	8,797,694	6,647,626
2033	674,688	221,271	4.000	6,887,187	1,835,653	8,722,840	6,887,187
2034	704,165	193,694	4.000	7,216,088	1,507,164	8,723,252	7,216,088
2035	815,521	167,378	3.000	7,063,711	1,185,487	8,249,198	7,063,711
2036	812,246	142,962	3.000	7,205,847	874,638	8,080,486	7,205,847
2037	841,723	118,152	3.000	7,159,421	560,987	7,720,408	7,159,421
2038	861,374	92,606	3.000	6,053,004	269,946	6,322,950	6,053,004
2039	854,823	66,863	3.000	2,520,284	100,177	2,620,461	2,520,284
2040	894,126	40,629	3.000	1,446,142	46,149	1,492,291	1,446,142
2041	907,226	13,608	3.000	907,226	13,608	920,835	907,226
Outstanding Par($):	10,834,312	4,616,275		112,852,079	43,999,354	156,851,433	81,072,703
Callable Principal/ Interest:	**$ 8,168,311**	**$ 1,307,978**		**$ 81,072,703**	**$ 17,482,233**	**$ 98,554,936**	

CITY OF CONROE

Est. 1904

Section 3 – WATER, WASTEWATER, AND DRAINAGE DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2013 Water and Sewer System Revenue Bonds	Series 2014 Certificates of Obligation	Series 2014 Water and Sewer System Revenue Bonds	Series 2015 Limited Tax Refunding Bonds
Debt Type: / Original Par Amt:	$6,790,000	$31,100,000	$17,130,000	$33,370,000
Percent of Use:	100.00%	2.16%	100.00%	6.63%
Dated Date:	9/1/2013	9/1/2014	9/1/2014	4/1/2015
Delivery Date:	9/26/2013	9/25/2014	9/25/2014	4/23/2015
Principal Due:	November 15	March 1	November 15	March 1
Call Provisions:	mtys '23-'33 callable 11/15/22 @ 100%	mtys '25-'34 callable 03/1/24 @ 100%	mtys '25-'34 callable 11/15/24 @ 100%	mtys '26-'30 callable 03/1/25 @ 100%
Use of Proceeds:	New Money	New Money	New Money	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		91,809	3.000		11,751	4.000		277,763	4.000		31,463	3.000
2023	305,000	179,044	3.000	28,080	22,941	4.000	740,000	537,025	5.000	139,230	59,445	5.000
2024	315,000	168,169	4.000	29,376	21,645	5.000	780,000	499,025	5.000	193,265	51,132	5.000
2025	330,000	155,269	4.000	30,996	20,136	5.000	815,000	459,150	5.000	203,210	41,220	5.000
2026	345,000	141,769	4.000	32,616	18,545	5.000	855,000	421,675	4.000	211,166	32,973	3.000
2027	355,000	127,769	4.000	33,912	17,221	3.000	890,000	386,775	4.000	217,796	26,538	3.000
2028	370,000	113,269	4.000	34,884	16,189	3.000	920,000	355,175	3.000	225,752	18,756	4.000
2029	385,000	98,169	4.000	35,964	15,104	3.125	950,000	327,125	3.000	233,708	10,736	3.000
2030	405,000	82,369	4.000	37,584	13,603	5.000	980,000	297,563	3.125	241,001	3,615	3.000
2031	420,000	65,869	4.000	55,512	11,275	5.000	1,020,000	256,750	5.000			
2032	435,000	48,497	4.125	62,208	8,332	5.000	1,070,000	204,500	5.000			
2033	455,000	29,856	4.250	66,096	5,125	5.000	1,125,000	149,625	5.000			
2034	475,000	10,094	4.250	69,444	1,736	5.000	1,185,000	91,875	5.000			
2035							1,245,000	31,125	5.000			
2036												
2037												
2038												
2039												
2040												
2041												
2042												
Outstanding Par($):	4,595,000	1,311,950		516,672	183,604		12,575,000	4,295,150		1,665,125	275,878	
Callable Principal/ Interest:	**$ 4,595,000**	**$ 1,220,141**		**$ 459,216**	**$ 127,266**		**$ 10,240,000**	**$ 2,522,188**		**$ 1,129,421**	**$ 92,618**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2015	Series 2016	Series 2017B	Series 2018
Debt Type:	Water and Sewer System Revenue Bonds	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds
Original Par Amt:	$14,400,000	$11,275,000	$21,590,000	$24,185,000
Percent of Use:	100.00%	6.34%	100.00%	72.71%
Dated Date:	9/1/2015	9/1/2015	9/1/2017	5/24/2018
Delivery Date:	9/24/2015	9/22/2016	9/21/2017	5/24/2018
Principal Due:	November 15	March 1	November 15	November 15
Call Provisions:	mtys '26-'35 callable 11/15/25 @ 100%	mtys '27-'36 callable 03/1/26 @ 100%	mtys '28-'37 callable 11/15/27 @ 100%	mtys '29 callable 11/15/28 @ 100%
Use of Proceeds:	New Money	New Money	New Money	Refunding

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		229,647	3.500		7,345	3.000		376,425	2.000		306,994	5.000
2023	610,000	444,044	5.000	20,605	14,382	3.000	830,000	744,550	2.000	1,241,960	589,149	4.000
2024	645,000	412,669	5.000	21,239	13,754	3.000	860,000	714,750	5.000	1,292,680	538,457	4.000
2025	675,000	379,669	5.000	21,873	13,108	3.000	890,000	684,350	2.000	1,348,760	483,884	5.000
2026	705,000	352,219	3.000	22,507	12,554	2.000	920,000	657,050	4.000	1,405,020	420,040	5.000
2027	725,000	330,769	3.000	23,141	12,098	2.000	960,000	614,650	5.000	1,471,100	355,492	4.000
2028	745,000	308,719	3.000	23,458	11,632	2.000	1,010,000	565,400	5.000	1,542,360	287,511	5.000
2029	770,000	285,994	3.000	23,775	11,145	2.125	1,060,000	513,650	5.000	1,618,620	208,487	5.000
2030	795,000	262,022	3.125	24,726	10,398	4.000	1,115,000	459,275	5.000	1,695,420	125,636	5.000
2031	820,000	233,200	4.000	32,651	9,250	4.000	1,165,000	408,100	4.000	1,665,000	41,625	5.000
2032	855,000	199,700	4.000	40,259	7,792	4.000	1,215,000	360,500	4.000			
2033	890,000	164,800	4.000	42,478	6,137	4.000	1,265,000	310,900	4.000			
2034	930,000	123,750	5.000	43,746	4,413	4.000	1,315,000	259,300	4.000			
2035	980,000	76,000	5.000	43,746	2,663	4.000	1,370,000	205,600	4.000			
2036	1,030,000	25,750	5.000	44,697	894	4.000	1,425,000	149,700	4.000			
2037							1,485,000	91,500	4.000			
2038							1,545,000	30,900	4.000			
2039												
2040												
2041												
2042												
Outstanding Par($):	11,175,000	3,828,950		428,901	137,564		18,430,000	7,146,600		13,280,920	3,357,274	
Callable Principal/ Interest:	**$ 8,540,000**	**$ 2,010,703**		**$ 342,677**	**$ 76,421**		**$ 12,960,000**	**$ 2,789,425**		**$ 3,360,420**	**$ 167,261**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	*Series 2018A*			*Series 2018B*			*Series 2019A*			*Series 2019B*		
Debt Type:	*Certificates of Obligation*			*Certificates of Obligation*			*Certificates of Obligation*			*Certificates of Obligation*		
Original Par Amt:	$42,870,000			$24,185,000			$23,730,000			$19,915,000		
Percent of Use:	5.06000%			100.00%			16.21%			100.00%		
Dated Date:	11/15/2018			11/15/2018			12/17/2019			12/17/2019		
Delivery Date:	11/15/2018			11/15/2018			12/17/2019			12/17/2019		
Principal Due:	March 1			November 15			March 1			November 15		
Call Provisions:	mtys '29-'38 callable 03/1/28 @ 100%			mtys '29-'38 callable 11/15/28 @ 100%			mtys '30-'39 callable 03/1/29 @ 100%			mtys '30-'39 callable 11/15/29 @ 100%		
Use of Proceeds:	New Money			New Money			New Money			New Money		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		50,312	5.000	0	2,056,750	5.000	0	78,879	5.000	0	425,625	5.000
2023	46,796	99,454	5.000	2,450,000	4,052,250	5.000	112,662	154,942	5.000	660,000	834,750	5.000
2024	49,072	97,057	5.000	3,280,000	3,909,000	5.000	118,335	149,167	5.000	695,000	800,875	5.000
2025	51,602	94,540	5.000	3,450,000	3,740,750	5.000	124,819	143,088	5.000	735,000	765,125	5.000
2026	54,131	91,897	5.000	3,620,000	3,564,000	5.000	131,303	136,685	5.000	770,000	727,500	5.000
2027	56,914	89,121	5.000	3,820,000	3,378,000	5.000	136,977	129,978	5.000	810,000	688,000	5.000
2028	59,949	86,199	5.000	4,015,000	3,182,125	5.000	144,272	122,947	5.000	850,000	646,500	5.000
2029	62,985	83,126	5.000	4,215,000	2,976,375	5.000	152,377	115,531	5.000	895,000	602,875	5.000
2030	66,020	79,901	5.000	4,430,000	2,760,250	5.000	159,671	107,730	5.000	940,000	557,000	5.000
2031	162,394	74,190	5.000	4,750,000	2,530,750	5.000	205,060	98,611	5.000	990,000	508,750	5.000
2032	173,524	65,792	5.000	5,200,000	2,282,000	5.000	215,597	88,095	5.000	1,040,000	458,000	5.000
2033	182,377	56,895	5.000	5,335,000	2,018,625	5.000	226,944	77,031	5.000	1,095,000	404,625	5.000
2034	191,736	47,542	5.000	5,615,000	1,744,875	5.000	238,291	65,400	5.000	1,150,000	348,500	5.000
2035	203,119	37,671	5.000	5,890,000	1,457,250	5.000	290,164	53,640	4.000	1,210,000	289,500	5.000
2036	213,743	27,249	5.000	6,185,000	1,155,375	5.000	301,512	41,806	4.000	1,265,000	233,950	4.000
2037	215,766	16,511	5.000	6,480,000	838,750	5.000	313,669	29,503	4.000	1,315,000	182,350	4.000
2038	222,343	5,559	5.000	6,710,000	509,000	5.000	326,638	16,697	4.000	1,370,000	128,650	4.000
2039				6,825,000	170,625	5.000	338,795	5,082	3.000	1,425,000	72,750	4.000
2040										1,475,000	22,125	3.000
2041												
2042												
Outstanding Par($):	2,012,470	1,103,014		82,270,000	42,326,750		3,537,087	1,614,813		18,690,000	8,697,450	
Callable Principal/ Interest:	**$ 1,694,006**	**$ 494,435**		**$ 57,420,000**	**$ 15,467,500**		**$ 2,616,342**	**$ 583,595**		**$ 12,335,000**	**$ 2,649,200**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	Series 2019			Series 2020B			Series 2020C			Series 2020		
Debt Type:	Limited Tax Refunding Bonds			Certificates of Obligation			Certificates of Obligation			Limited Tax Refunding Bonds		
Original Par Amt:	$9,075,000			$11,160,000			$13,430,000			$20,765,000		
Percent of Use:	44.24%			30.56%			100.00%			47.86%		
Dated Date:	12/17/2019			12/15/2020			12/17/2019			12/15/2020		
Delivery Date:	12/17/2019			12/15/2020			12/17/2019			12/15/2020		
Principal Due:	March 1			March 1			November 15			March 1		
Call Provisions:	mtys '30-'31 callable 03/1/29 @ 100%			mtys '31-'40 callable 03/1/30 @ 100%			mtys '31-'40 callable 11/15/30 @ 100%			mty 2031 callable 03/1/30 @ 100%		
Use of Proceeds:	Refunding			New Money			New Money			Refunding		
Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		84,830	5.000		65,285	5.000	0	244,850	5.000		254,887	5.000
2023	314,333	163,782	5.000	117,671	127,628	5.000	450,000	478,450	5.000	1,376,300	396,831	5.000
2024	335,120	147,546	5.000	123,784	121,591	5.000	475,000	455,325	5.000	755,300	343,541	5.000
2025	350,908	130,395	5.000	129,897	115,249	5.000	495,000	431,075	5.000	795,610	304,768	5.000
2026	371,695	112,330	5.000	136,010	108,602	5.000	520,000	405,700	5.000	835,920	263,980	5.000
2027	387,640	93,347	5.000	143,651	101,610	5.000	550,000	378,950	5.000	876,820	221,162	5.000
2028	403,428	73,570	5.000	151,292	94,236	5.000	580,000	350,700	5.000	923,310	176,158	5.000
2029	429,373	52,750	5.000	158,933	86,481	5.000	605,000	321,075	5.000	969,210	128,845	5.000
2030	455,318	30,633	5.000	166,574	78,343	5.000	640,000	289,950	5.000	1,021,290	79,083	5.000
2031	385,000	9,625	5.000	174,215	70,695	4.000	670,000	257,200	5.000	1,071,010	26,775	5.000
2032				181,856	63,573	4.000	700,000	229,950	3.000			
2033				189,497	56,146	4.000	720,000	208,650	3.000			
2034				197,138	48,413	4.000	740,000	186,750	3.000			
2035				204,779	40,375	4.000	765,000	164,175	3.000			
2036				213,948	32,001	4.000	785,000	140,925	3.000			
2037				221,589	23,290	4.000	810,000	117,000	3.000			
2038				230,758	14,243	4.000	835,000	92,325	3.000			
2039				238,399	7,244	2.000	860,000	66,900	3.000			
2040				242,984	2,430	2.000	885,000	40,725	3.000			
2041							915,000	13,725	3.000			
2042												
Outstanding Par($):	3,432,813	898,809		3,222,974	1,257,434		13,000,000	4,874,400		8,624,770	2,196,030	
Callable Principal/ Interest:	**$ 840,318**	**$ 40,258**		**$ 2,095,162**	**$ 358,409**		**$ 8,015,000**	**$ 1,261,125**		**$ 1,071,010**	**$ 26,775**	

City of Conroe, Texas

Overview of Debt Service Requirements - Water, Wastewater and Drainage

Issue:	*Series 2021B*	*Series 2021C*	*Series 2021*
Debt Type:	*Certificates of Obligation*	*Certificates of Obligation*	*Limited Tax Refunding Bonds*
Original Par Amt:	$16,725,000	$23,000,000	$12,170,000
Percent of Use:	13.12%	100.00%	100.00%
Dated Date:	12/9/2021	12/9/2021	12/9/2021
Delivery Date:	12/9/2021	12/9/2021	12/9/2021
Principal Due:	March 1	November 15	November 15
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%	mtys '32-'41 callable 11/15/31 @ 100%	mtys '30-'31 callable 11/15/31 @ 100%
Use of Proceeds:	New Money	New Money	Refunding

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2022	0	40,083	5.000		436,692			259,112		0	5,330,502	5,330,502	
2023	41,337	79,133	5.000	1,045,000	981,625	5.000	875,000	576,075	5.000	11,403,973	10,535,499	21,939,472	305,000
2024	43,961	77,001	5.000	1,095,000	928,125	5.000	925,000	531,075	5.000	12,032,132	9,979,904	22,012,036	315,000
2025	47,242	74,721	5.000	1,155,000	871,875	5.000	970,000	483,700	5.000	12,619,916	9,392,072	22,011,988	360,996
2026	49,210	72,309	5.000	1,215,000	812,625	5.000	1,020,000	433,950	5.000	13,219,578	8,786,403	22,005,981	1,443,782
2027	51,835	69,783	5.000	1,275,000	750,375	5.000	1,075,000	381,575	5.000	13,859,785	8,153,212	22,012,997	2,244,849
2028	53,803	67,142	5.000	1,340,000	685,000	5.000	1,130,000	326,450	5.000	14,522,507	7,487,679	22,010,186	2,319,094
2029	56,428	64,387	5.000	1,410,000	616,250	5.000	1,185,000	268,575	5.000	15,216,371	6,786,678	22,003,049	3,521,431
2030	59,708	61,483	5.000	1,480,000	544,000	5.000	1,250,000	207,700	5.000	15,962,311	6,050,551	22,012,863	10,404,739
2031	130,571	56,726	5.000	1,560,000	468,000	5.000	1,315,000	143,575	5.000	16,591,413	5,270,966	21,862,379	12,915,842
2032	160,753	50,247	3.000	1,635,000	388,125	5.000	1,370,000	76,450	5.000	14,354,197	4,531,553	18,885,750	11,349,197
2033	135,164	44,328	3.000	1,715,000	312,950	4.000	1,055,000	21,100	4.000	14,497,556	3,866,794	18,364,349	14,497,556
2034	141,069	38,804	3.000	1,785,000	242,950	4.000				14,076,424	3,214,402	17,290,826	14,076,424
2035	163,378	33,532	3.000	1,855,000	170,150	4.000				14,220,186	2,561,680	16,781,866	14,220,186
2036	162,721	28,640	3.000	580,000	124,350	3.000				12,206,621	1,960,640	14,167,261	12,206,621
2037	168,627	23,670	3.000	595,000	106,725	3.000				11,604,651	1,429,299	13,033,950	11,604,651
2038	172,564	18,552	3.000	615,000	88,575	3.000				12,027,302	904,500	12,931,803	12,027,302
2039	171,251	13,395	3.000	635,000	69,825	3.000				10,493,446	405,821	10,899,266	10,493,446
2040	179,125	8,139	3.000	650,000	50,550	3.000				3,432,109	123,969	3,556,078	3,432,109
2041	181,749	2,726	3.000	670,000	30,750	3.000				1,766,749	47,201	1,813,951	1,766,749
2042				690,000	10,350	3.000				690,000	10,350	700,350	690,000
Outstanding Par($):	2,170,495	924,803		23,000,000	8,689,867		12,170,000	3,709,337		234,797,226	96,829,676	331,626,902	140,194,972
Callable Principal/ Interest:	**$ 1,636,401**	**$ 262,034**		**$ 9,790,000**	**$ 1,207,175**		**$ 1,055,000**	**$ 21,100**		**$ 140,194,972**	**$ 31,377,628**	**$ 171,572,600**	

CITY OF CONROE

Est. 1904

Section 4 – CITY PARKS DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2005	Series 2014	Series 2015	Series 2015
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$3,865,000	$31,100,000	$33,370,000	$8,795,000
Percent of Use:	4.86%	4.17%	11.34%	1.02%
Dated Date:	12/29/2005	9/1/2014	4/1/2015	9/1/2015
Delivery Date:	12/29/2005	9/25/2014	4/23/2015	9/24/2015
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	Non Callable	mtys '25-'34 callable 03/1/24 @ 100%	mtys '26-'30 callable 03/1/25 @ 100%	mtys '26-'35 callable 03/1/25 @ 100%
Use of Proceeds:	New Money	New Money	New Money	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		3,090	4.325		22,686	4.000	0	53,814	3.000		771	2.000
2023	4,860	6,075	4.325	54,210	44,289	4.000	238,140	101,674	5.000	2,354	1,516	2.250
2024	17,253	5,596	4.325	56,712	41,787	5.000	330,561	87,457	5.000	2,405	1,461	2.375
2025	17,982	4,834	4.325	59,840	38,873	5.000	347,571	70,504	5.000	2,456	1,396	3.000
2026	18,954	4,036	4.325	62,967	35,803	5.000	361,179	56,397	3.000	2,507	1,321	3.000
2027	19,683	3,200	4.325	65,469	33,247	3.000	372,519	45,391	3.000	2,610	1,244	3.000
2028	20,412	2,333	4.325	67,346	31,254	3.000	386,127	32,081	4.000	2,712	1,165	3.000
2029	21,384	1,429	4.325	69,431	29,159	3.125	399,735	18,362	3.000	2,763	1,083	3.000
2030	22,356	483	4.325	72,558	26,261	5.000	412,209	6,183	3.000	2,814	995	3.250
2031				107,169	21,767	5.000				2,559	906	3.375
2032				120,096	16,086	5.000				3,684	801	3.375
2033				127,602	9,893	5.000				5,885	621	4.000
2034				134,066	3,352	5.000				6,192	380	4.000
2035										6,396	128	4.000
2036												
2037												
2038												
2039												
2040												
2041												
2042												
Outstanding Par($):	142,884	31,077		997,464	354,457		2,848,041	471,863		45,337	13,789	
Callable Principal/ Interest:	**$ - $ -**			**$ 886,542 $ 245,695**			**$ 1,931,769 $ 158,414**			**$ 38,122 $ 8,644**		

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2016	Series 2017A	Series 2018	Series 2018A
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$11,275,000	$20,110,000	$24,185,000	$42,870,000
Percent of Use:	5.79%	7.81%	1.62%	6.34%
Dated Date:	9/1/2015	9/1/2017	5/24/2018	11/15/2018
Delivery Date:	9/22/2016	9/21/2017	5/24/2018	11/15/2018
Principal Due:	March 1	March 1	November 15	March 1
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%	mtys '28-'37 callable 03/1/27 @ 100%	mtys '29 callable 11/15/28 @ 100%	mtys '29-'38 callable 03/1/28 @ 100%
Use of Proceeds:	New Money	New Money	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022	0	6,708	3.000		26,167	2.000		9,122	5.000		63,071	5.000
2023	18,818	13,134	3.000	42,174	51,280	5.000	41,785	17,409	4.000	58,664	124,676	5.000
2024	19,397	12,561	3.000	43,736	49,789	2.000	43,155	15,710	4.000	61,517	121,671	5.000
2025	19,976	11,970	3.000	45,298	48,219	5.000	45,210	13,717	5.000	64,688	118,516	5.000
2026	20,555	11,465	2.000	47,641	45,895	5.000	47,608	11,397	5.000	67,859	115,202	5.000
2027	21,134	11,048	2.000	49,984	43,455	5.000	49,663	9,213	4.000	71,348	111,722	5.000
2028	21,423	10,623	2.000	52,327	40,897	5.000	52,060	6,919	5.000	75,153	108,060	5.000
2029	21,713	10,178	2.125	55,451	38,203	5.000	54,458	4,256	5.000	78,958	104,207	5.000
2030	22,581	9,496	4.000	57,794	35,660	4.000	57,883	1,447	5.000	82,763	100,164	5.000
2031	29,819	8,448	4.000	88,253	32,740	4.000				203,578	93,005	5.000
2032	36,767	7,116	4.000	99,578	28,983	4.000				217,531	82,478	5.000
2033	38,793	5,605	4.000	103,483	24,922	4.000				228,629	71,324	5.000
2034	39,951	4,030	4.000	107,778	20,697	4.000				240,362	59,599	5.000
2035	39,951	2,432	4.000	138,237	15,776	4.000				254,631	47,224	5.000
2036	40,820	816	4.000	155,810	9,895	4.000				267,950	34,160	5.000
2037				169,477	3,390	4.000				270,486	20,699	5.000
2038										278,731	6,968	5.000
2039												
2040												
2041												
2042												
Outstanding Par($):	391,694	125,630		1,257,020	515,968		391,820	89,190		2,522,848	1,382,746	
Callable Principal/ Interest:	**$ 312,950**	**$ 69,791**		**$ 1,028,187**	**$ 251,162**		**$ 57,883**	**$ 1,447**		**$ 2,123,619**	**$ 619,827**	

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:	Series 2019A	Series 2019	Series 2020	Series 2022A
Debt Type:	Certificates of Obligation	Limited Tax Refunding Bonds	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$23,730,000	$9,075,000	$20,765,000	$29,645,000
Percent of Use:	9.00%	38.92%	9.16%	100.00%
Dated Date:	12/17/2019	12/17/2019	12/15/2020	3/15/2022
Delivery Date:	12/17/2019	12/17/2019	12/15/2020	3/15/2022
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%	mtys '30-'31 callable 03/1/29 @ 100%	mty 2031 callable 03/1/30 @ 100%	mty '33-42 callable 03/1/32 @ 100%
Use of Proceeds:	New Money	Refunding	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		43,786	5.000		74,629	5.000	0	31,205	5.000	0	600,159	
2023	62,538	86,008	5.000	307,580	140,186	5.000	169,460	82,837	5.000	915,000	1,278,675	5.000
2024	65,688	82,802	5.000	324,480	124,384	5.000	164,074	74,499	5.000	960,000	1,231,800	5.000
2025	69,287	79,428	5.000	341,380	107,738	5.000	171,778	66,102	5.000	1,010,000	1,182,550	5.000
2026	72,886	75,874	5.000	358,280	90,246	5.000	181,277	57,276	5.000	1,065,000	1,130,675	5.000
2027	76,036	72,151	5.000	378,560	71,825	5.000	190,436	47,983	5.000	1,115,000	1,076,175	5.000
2028	80,085	68,248	5.000	395,460	52,475	5.000	201,049	38,196	5.000	1,175,000	1,018,925	5.000
2029	84,584	64,131	5.000	415,740	32,195	5.000	211,404	27,885	5.000	1,235,000	958,675	5.000
2030	88,633	59,800	5.000	436,020	10,901	5.000	221,676	17,058	5.000	1,300,000	895,300	5.000
2031	113,828	54,739	5.000				230,320	5,758	5.000	1,365,000	828,675	5.000
2032	119,677	48,901	5.000							1,435,000	758,675	5.000
2033	125,976	42,760	5.000							1,500,000	692,800	4.000
2034	132,275	36,304	5.000							1,560,000	631,600	4.000
2035	161,070	29,775	4.000							1,625,000	567,900	4.000
2036	167,368	23,207	4.000							1,690,000	501,600	4.000
2037	174,117	16,377	4.000							1,760,000	432,600	4.000
2038	181,316	9,268	4.000							1,830,000	360,800	4.000
2039	188,064	2,821	3.000							1,905,000	286,100	4.000
2040										1,985,000	208,300	4.000
2041										2,065,000	127,300	4.000
2042										2,150,000	43,000	4.000
Outstanding Par($):	1,963,429	896,379		2,957,500	704,577		1,741,472	448,799		29,645,000	14,812,284	
Callable Principal/ Interest:	**$ 1,452,326**	**$ 323,952**		**$ 436,020**	**$ 10,901**		**$ 230,320**	**$ 5,758**		**$ 18,070,000**	**$ 3,852,000**	

City of Conroe, Texas

Overview of Debt Service Requirements - City Parks

Issue:

Debt Type:
Original Par Amt:

Percent of Use:

Dated Date:
Delivery Date:
Principal Due:

Call Provisions:

Use of Proceeds:

Period Ending 9/30	Total Outstanding Debt Service			Total Principal Callable
	Principal	Interest	Total	
2022	0	935,210	935,210	0
2023	1,915,582	1,947,759	3,863,341	0
2024	2,088,977	1,849,518	3,938,495	0
2025	2,195,465	1,743,847	3,939,312	59,840
2026	2,306,713	1,635,587	3,942,300	426,653
2027	2,412,439	1,526,655	3,939,094	461,731
2028	2,529,153	1,411,175	3,940,327	529,935
2029	2,650,620	1,289,762	3,940,381	628,050
2030	2,777,287	1,163,748	3,941,036	1,233,255
2031	2,140,525	1,046,038	3,186,563	775,525
2032	2,032,332	943,040	2,975,372	597,332
2033	2,130,367	847,925	2,978,292	2,130,367
2034	2,220,623	755,960	2,976,583	2,220,623
2035	2,225,285	663,235	2,888,521	2,225,285
2036	2,321,947	569,678	2,891,625	2,321,947
2037	2,374,080	473,065	2,847,146	2,374,080
2038	2,290,047	377,037	2,667,083	2,290,047
2039	2,093,064	288,921	2,381,985	2,093,064
2040	1,985,000	208,300	2,193,300	1,985,000
2041	2,065,000	127,300	2,192,300	2,065,000
2042	2,150,000	43,000	2,193,000	2,150,000
Outstanding Par($):	44,904,507	19,846,760	64,751,267	26,567,735
Callable Principal/ Interest:	**$ 26,567,735**	**$ 5,547,592**	**$ 32,115,327**	

CITY OF CONROE

Est. 1904

Section 5 – POLICE, FIRE, AND MUNICIPAL BUILDING DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2005	Series 2014	Series 2015	Series 2015
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$3,865,000	$31,100,000	$33,370,000	$8,795,000
Percent of Use:	93.02%	65.75%	1.31%	62.84%
Dated Date:	12/29/2005	9/1/2014	4/1/2015	9/1/2015
Delivery Date:	12/29/2005	9/25/2014	4/23/2015	9/24/2015
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	Non Callable	mtys '25-'34 callable 03/1/24 @ 100%	mtys '26-'30 callable 03/1/25 @ 100%	mtys '26-'35 callable 03/1/25 @ 100%
Use of Proceeds:	New Money	New Money	New Money	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		59,140	4.325		357,707	4.000		6,217	3.000		47,363	2.000
2023	93,020	116,268	4.325	854,750	698,318	4.000	27,510	11,745	5.000	144,543	93,101	2.250
2024	330,221	107,115	4.325	894,200	658,868	5.000	38,187	10,103	5.000	147,686	89,721	2.375
2025	344,174	92,532	4.325	943,513	612,926	5.000	40,152	8,145	5.000	150,828	85,705	3.000
2026	362,778	77,244	4.325	992,825	564,517	5.000	41,724	6,515	3.000	153,970	81,133	3.000
2027	376,731	61,252	4.325	1,032,275	524,212	3.000	43,034	5,244	3.000	160,255	76,419	3.000
2028	390,684	44,657	4.325	1,061,863	492,800	3.000	44,606	3,706	4.000	166,539	71,518	3.000
2029	409,288	27,357	4.325	1,094,738	459,767	3.125	46,178	2,121	3.000	169,681	66,474	3.000
2030	427,892	9,253	4.325	1,144,050	414,061	5.000	47,619	714	3.000	172,823	61,121	3.250
2031				1,689,775	343,215	5.000				157,112	55,661	3.375
2032				1,893,600	253,631	5.000				226,242	49,192	3.375
2033				2,011,950	155,992	5.000				361,358	38,147	4.000
2034				2,113,863	52,847	5.000				380,212	23,315	4.000
2035										392,781	7,856	4.000
2036												
2037												
2038												
2039												
2040												
2041												
Outstanding Par($):	2,734,788	594,818		15,727,400	5,588,861		329,007	54,510		2,784,029	846,725	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 13,978,450**	**$ 3,873,967**		**$ 223,159**	**$ 18,300**		**$ 2,340,973**	**$ 530,835**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

Police Fire Building

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2016	Series 2017A	Series 2018	Series 2018A
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$11,275,000	$20,110,000	$24,185,000	$42,870,000
Percent of Use:	36.57%	32.47%	11.49%	7.0600%
Dated Date:	9/1/2015	9/1/2017	5/24/2018	11/15/2018
Delivery Date:	9/22/2016	9/21/2017	5/24/2018	11/15/2018
Principal Due:	March 1	March 1	November 15	March 1
Call Provisions:	mtys '27-'36 callable 03/1/26 @ 100%	mtys '28-'37 callable 03/1/27 @ 100%	mtys '29 callable 11/15/28 @ 100%	mtys '29-'38 callable 03/1/28 @ 100%
Use of Proceeds:	New Money	New Money	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022		42,370	3.000		108,791	2.000	0	64,696	5.000		70,162	5.000
2023	118,853	82,957	3.000	175,338	213,198	5.000	296,338	123,466	4.000	65,259	138,692	5.000
2024	122,510	79,336	3.000	181,832	206,996	2.000	306,054	111,418	4.000	68,434	135,350	5.000
2025	126,167	75,606	3.000	188,326	200,470	5.000	320,628	97,281	5.000	71,961	131,840	5.000
2026	129,824	72,415	2.000	198,067	190,810	5.000	337,631	80,825	5.000	75,489	128,154	5.000
2027	133,481	69,782	2.000	207,808	180,663	5.000	352,205	65,340	4.000	79,369	124,283	5.000
2028	135,309	67,095	2.000	217,549	170,029	5.000	369,208	49,066	5.000	83,602	120,208	5.000
2029	137,138	64,284	2.125	230,537	158,827	5.000	386,211	30,180	5.000	87,835	115,922	5.000
2030	142,623	59,975	4.000	240,278	148,258	4.000	410,501	10,263	5.000	92,068	111,425	5.000
2031	188,336	53,356	4.000	366,911	136,114	4.000				226,466	103,462	5.000
2032	232,220	44,945	4.000	413,993	120,496	4.000				241,987	91,750	5.000
2033	245,019	35,400	4.000	430,228	103,612	4.000				254,333	79,342	5.000
2034	252,333	25,453	4.000	448,086	86,046	4.000				267,385	66,299	5.000
2035	252,333	15,359	4.000	574,719	65,589	4.000				283,258	52,533	5.000
2036	257,819	5,156	4.000	647,777	41,139	4.000				298,074	38,000	5.000
2037				704,599	14,092	4.000				300,896	23,026	5.000
2038										310,067	7,752	5.000
2039												
2040												
2041												
Outstanding Par($):	2,473,961	793,489		5,226,047	2,145,131		2,778,776	632,536		2,806,479	1,538,202	
Callable Principal/ Interest:	**$ 1,976,609**	**$ 440,805**		**$ 4,274,676**	**$ 1,044,203**		**$ 410,501**	**$ 10,263**		**$ 2,362,367**	**$ 689,512**	

Police Fire Building

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:	Series 2019A	Series 2020A	Series 2020	Series 2021B
Debt Type:	Certificates of Obligation	Certificates of Obligation	Limited Tax Refunding Bonds	Certificates of Obligation
Original Par Amt:	$23,730,000	$4,350,000	$20,765,000	$16,725,000
Percent of Use:	21.02%	100.00%	9.39%	21.37%
Dated Date:	12/17/2019	10/6/2020	12/15/2020	12/9/2021
Delivery Date:	12/17/2019	10/6/2020	12/15/2020	12/9/2021
Principal Due:	March 1	March 1	March 1	March 1
Call Provisions:	mtys '30-'39 callable 03/1/29 @ 100%	mtys '25-'35 callable 03/1/24 @ 100%	mty 2031 callable 03/1/30 @ 100%	mtys '32-'41 callable 03/1/31 @ 100%
Use of Proceeds:	New Money	New Money	Refunding	New Money

Period Ending 9/30	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%	Principal	Interest	Coupon%
2022	0	102,275	5.000		26,419	5.000	0	31,594	5.000	0	65,286	5.000
2023	146,076	200,897	5.000	270,000	50,968	5.000	171,240	85,035	5.000	67,327	128,888	5.000
2024	153,433	193,409	5.000	275,000	47,194	5.000	168,360	76,545	5.000	71,602	125,415	5.000
2025	161,840	185,528	5.000	275,000	43,385	5.000	176,748	67,917	5.000	76,945	121,701	5.000
2026	170,247	177,225	5.000	280,000	39,542	5.000	186,096	58,846	5.000	80,151	117,774	5.000
2027	177,604	168,529	5.000	285,000	35,629	5.000	195,736	49,300	5.000	84,426	113,659	5.000
2028	187,062	159,413	5.000	290,000	31,647	5.000	206,628	39,241	5.000	87,632	109,358	5.000
2029	197,571	149,797	5.000	295,000	27,596	5.000	216,908	28,653	5.000	91,906	104,870	5.000
2030	207,029	139,682	5.000	295,000	23,510	5.000	228,092	17,528	5.000	97,250	100,141	5.000
2031	265,880	127,859	5.000	300,000	19,390	5.000	236,508	5,913	5.000	212,667	92,393	5.000
2032	279,542	114,223	5.000	305,000	15,200	5.000				261,827	81,840	4.000
2033	294,255	99,878	5.000	310,000	10,942	5.000				220,148	72,200	4.000
2034	308,968	84,798	5.000	315,000	6,613	5.000				229,766	63,202	4.000
2035	376,226	69,549	4.000	320,000	2,216	5.000				266,101	54,615	3.000
2036	390,939	54,206	4.000							265,033	46,648	3.000
2037	406,702	38,253	4.000							274,651	38,553	3.000
2038	423,517	21,649	4.000							281,063	30,217	3.000
2039	439,280	6,589	3.000							278,925	21,817	3.000
2040										291,750	13,257	3.000
2041										296,024	4,440	3.000
Outstanding Par($):	4,586,171	2,093,760		3,815,000	380,252		1,786,316	460,571		3,535,193	1,506,272	
Callable Principal/ Interest:	**$ 3,392,337**	**$ 756,687**		**$ 3,270,000**	**$ 255,671**		**$ 236,508**	**$ 5,913**		**$ 2,665,288**	**$ 426,788**	

Police Fire Building

City of Conroe, Texas

Overview of Debt Service Requirements - Police, Fire and Municipal Buildings

Issue:

Debt Type:
Original Par Amt:

Percent of Use:

Dated Date:
Delivery Date:
Principal Due:

Call Provisions:

Use of Proceeds:

Period Ending 9/30	Total Outstanding Debt Service			Total Principal Callable
	Principal	Interest	Total	
2022	0	982,019	982,019	0
2023	2,430,254	1,943,534	4,373,788	0
2024	2,757,516	1,841,472	4,598,988	0
2025	2,876,280	1,723,035	4,599,316	1,218,513
2026	3,008,801	1,595,000	4,603,801	1,468,519
2027	3,127,922	1,474,314	4,602,235	1,654,044
2028	3,240,680	1,358,737	4,599,418	1,915,865
2029	3,362,990	1,235,849	4,598,839	2,061,105
2030	3,505,225	1,095,929	4,601,154	2,751,991
2031	3,643,655	937,362	4,581,017	3,430,987
2032	3,854,409	771,277	4,625,686	3,854,409
2033	4,127,290	595,513	4,722,803	4,127,290
2034	4,315,611	408,573	4,724,184	4,315,611
2035	2,465,418	267,718	2,733,136	2,465,418
2036	1,859,640	185,150	2,044,790	1,859,640
2037	1,686,848	113,923	1,800,771	1,686,848
2038	1,014,647	59,617	1,074,264	1,014,647
2039	718,206	28,406	746,612	718,206
2040	291,750	13,257	305,007	291,750
2041	296,024	4,440	300,465	296,024
Outstanding Par($):	48,583,166	16,635,126	65,218,292	35,130,866
Callable Principal/ Interest:	**$ 35,130,866**	**$ 8,052,943**	**$ 43,183,809**	

Police Fire Building

CITY OF CONROE

Est. 1904

Section 6 – TRANSPORTATION GRANTS

City of Conroe, Texas

Overview of Debt Service Requirements - Transportation Grants

Issue:	Series 2014	Series 2015	Series 2016
Debt Type:	Certificates of Obligation	Certificates of Obligation	Certificates of Obligation
Original Par Amt:	$31,100,000	$8,795,000	$11,275,000
Percent of Use:	0.65%	0.22%	12.90%
Dated Date:	9/1/2014	9/1/2015	9/1/2015
Delivery Date:	9/25/2014	9/24/2015	9/22/2016
Principal Due:	March 1	March 1	March 1
Call Provisions:	mtys '25-'34 callable 03/1/24 @ 100%	mtys '26-'35 callable 03/1/25 @ 100%	mtys '27-'36 callable 03/1/26 @ 100%
Use of Proceeds:	New Money	New Money	New Money

Period Ending 9/30	Series 2014 Principal	Series 2014 Interest	Series 2014 Coupon%	Series 2015 Principal	Series 2015 Interest	Series 2015 Coupon%	Series 2016 Principal	Series 2016 Interest	Series 2016 Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2022		3,536	4.000		168	2.000		14,946	3.000	0	18,650	18,650	
2023	8,450	6,904	4.000	512	330	2.250	41,925	29,263	3.000	50,887	36,496	87,383	
2024	8,840	6,514	5.000	523	318	2.375	43,215	27,986	3.000	52,578	34,817	87,395	
2025	9,328	6,059	5.000	534	303	3.000	44,505	26,670	3.000	54,367	33,033	87,399	9,328
2026	9,815	5,581	5.000	545	287	3.000	45,795	25,544	2.000	56,155	31,412	87,568	10,360
2027	10,205	5,182	3.000	567	271	3.000	47,085	24,616	2.000	57,857	30,069	87,926	57,857
2028	10,498	4,872	3.000	590	253	3.000	47,730	23,667	2.000	58,817	28,792	87,610	58,817
2029	10,823	4,545	3.125	601	235	3.000	48,375	22,676	2.125	59,798	27,457	87,255	59,798
2030	11,310	4,093	5.000	612	216	3.250	50,310	21,156	4.000	62,232	25,466	87,698	62,232
2031	16,705	3,393	5.000	556	197	3.375	66,435	18,821	4.000	83,696	22,411	106,107	83,696
2032	18,720	2,507	5.000	801	174	3.375	81,915	15,854	4.000	101,436	18,536	119,972	101,436
2033	19,890	1,542	5.000	1,279	135	4.000	86,430	12,487	4.000	107,599	14,164	121,764	107,599
2034	20,898	522	5.000	1,346	83	4.000	89,010	8,978	4.000	111,254	9,583	120,837	111,254
2035				1,391	28	4.000	89,010	5,418	4.000	90,401	5,446	95,846	90,401
2036							90,945	1,819	4.000	90,945	1,819	92,764	90,945
Outstanding Par($):	155,480	55,251		9,857	2,998		872,685	279,902		1,038,022	338,151	1,376,172	843,723
Callable Principal/ Interest:	**$ 138,190**	**$ 38,298**		**$ 8,288**	**$ 1,879**		**$ 697,245**	**$ 155,493**		**$ 843,723**	**$ 195,670**	**$ 1,039,393**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

CITY OF CONROE

Est. 1904

Section 7 – INDUSTRIAL BUSINESS PARK DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Industrial Park

Issue:	Series 2016	Series 2018	Series 2019	Series 2020
Debt Type:	Sales Tax Revenue Refunding Bonds, Taxable	Sales Tax Revenue Bonds, Taxable	Sales Tax Revenue Bonds,	Sales Tax Revenue Refunding Bonds, Taxable
Original Par Amt:	$13,815,000	$23,225,000	$20,195,000	$16,645,000
Percent of Use:	12.81%	100.00%	100.00%	48.47%
Dated Date:	6/14/2016	6/21/2018	9/12/2019	11/12/2020
Delivery Date:	6/14/2016	6/21/2018	9/12/2019	11/12/2020
Principal Due:	September 1	September 1	September 1	September 1
Call Provisions:	Non Callable	mtys '29-'33 callable 09/1/28 @ 100%	mtys '30-'39 callable 09/1/29 @ 100%	mtys '31-'32 callable 09/1/30 @ 100%
Use of Proceeds:	Refunding	New Money	New Money	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%
2022	124,898	18,194	2.900	905,000	448,092	4.320	575,000	420,625	5.000	850,648	52,003	1.310
2023	128,100	32,765	2.900	940,000	857,088	4.320	605,000	812,500	5.000	865,190	92,862	1.310
2024	131,943	29,051	2.900	985,000	816,480	4.320	635,000	782,250	5.000	874,883	81,528	1.310
2025	136,427	25,224	2.900	1,020,000	773,928	4.320	670,000	750,500	5.000	884,578	70,068	1.310
2026	139,629	21,268	2.900	1,070,000	729,864	4.320	705,000	717,000	5.000	896,695	58,480	1.310
2027	144,113	17,219	2.900	1,115,000	683,640	4.320	735,000	681,750	5.000	908,812	46,733	1.310
2028	148,596	13,039	2.900	1,160,000	635,472	4.320	775,000	645,000	5.000	920,930	34,827	1.310
2029	148,596	8,730	2.900	2,280,000	585,360	4.320	815,000	606,250	5.000	431,383	22,763	1.310
2030	152,439	4,421	2.900	2,375,000	486,864	4.320	855,000	565,500	5.000	438,653	17,112	1.310
2031				2,825,000	384,264	4.320	1,235,000	522,750	5.000	431,383	11,366	1.310
2032				2,945,000	262,224	4.320	1,300,000	461,000	4.000	436,230	5,715	1.310
2033				3,125,000	135,000	4.320	1,330,000	409,000	4.000			
2034							1,340,000	355,800	4.000			
2035							1,395,000	302,200	4.000			
2036							1,450,000	246,400	4.000			
2037							1,510,000	188,400	4.000			
2038							1,570,000	128,000	4.000			
2039							1,630,000	65,200	4.000			
Outstanding Par($):	1,254,740	169,910		20,745,000	6,798,276		19,130,000	8,660,125		7,939,385	493,457	
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 13,550,000**	**$ 1,853,712**		**$ 13,615,000**	**$ 3,244,250**		**$ 867,613**	**$ 17,080**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

City of Conroe, Texas

Overview of Debt Service Requirements - Industrial Park

Issue:

Debt Type:
Original Par Amt:

Percent of Use:

Dated Date:
Delivery Date:
Principal Due:

Call Provisions:

Use of Proceeds:

Period Ending 9/30	Total Outstanding Debt Service Principal	Interest	Total	Total Principal Callable
2022	2,455,546	938,914	3,394,459	0
2023	2,538,290	1,795,216	4,333,506	0
2024	2,626,826	1,709,309	4,336,135	0
2025	2,711,005	1,619,720	4,330,724	0
2026	2,811,324	1,526,611	4,337,935	0
2027	2,902,925	1,429,341	4,332,266	0
2028	3,004,526	1,328,339	4,332,865	0
2029	3,674,979	1,223,103	4,898,082	2,280,000
2030	3,821,092	1,073,897	4,894,989	3,230,000
2031	4,491,383	918,380	5,409,763	4,491,383
2032	4,681,230	728,939	5,410,169	4,681,230
2033	4,455,000	544,000	4,999,000	4,455,000
2034	1,340,000	355,800	1,695,800	1,340,000
2035	1,395,000	302,200	1,697,200	1,395,000
2036	1,450,000	246,400	1,696,400	1,450,000
2037	1,510,000	188,400	1,698,400	1,510,000
2038	1,570,000	128,000	1,698,000	1,570,000
2039	1,630,000	65,200	1,695,200	1,630,000
Outstanding Par($):	49,069,125	16,121,768	65,190,893	28,032,613

Callable Principal/ Interest:	**$ 28,032,613**	**$ 5,115,042**	**$ 33,147,655**

CITY OF CONROE

Est. 1904

Section 8 – TECHNOLOGY PARK DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Technology Park

Issue:	***Series 2016***	***Series 2020***
	Sales Tax Revenue Refunding Bonds, Taxable	***Sales Tax Revenue Refunding Bonds, Taxable***
Debt Type:		
Original Par Amt:	$13,815,000	$16,645,000
Percent of Use:	87.19%	51.53%
Dated Date:	6/14/2016	11/12/2020
Delivery Date:	6/14/2016	11/12/2020
Principal Due:	September 1	September 1
Call Provisions:	Non Callable	mtys '31-'32 callable 09/1/30 @ 100%
Use of Proceeds:	Refunding	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2022	850,103	123,834	2.900	904,352	55,286	1.310	1,754,455	179,120	1,933,574	0
2023	871,900	223,015	2.900	919,810	98,725	1.310	1,791,710	321,740	2,113,450	0
2024	898,057	197,729	2.900	930,117	86,676	1.310	1,828,174	284,405	2,112,579	0
2025	928,574	171,686	2.900	940,423	74,490	1.310	1,868,997	246,176	2,115,172	0
2026	950,371	144,757	2.900	953,305	62,171	1.310	1,903,676	206,929	2,110,605	0
2027	980,888	117,196	2.900	966,188	49,683	1.310	1,947,076	166,880	2,113,955	0
2028	1,011,404	88,751	2.900	979,070	37,026	1.310	1,990,474	125,777	2,116,251	0
2029	1,011,404	59,420	2.900	458,617	24,200	1.310	1,470,021	83,620	1,553,641	0
2030	1,037,561	30,089	2.900	466,347	18,192	1.310	1,503,908	48,282	1,552,190	0
2031				458,617	12,083	1.310	458,617	12,083	470,700	458,617
2032				463,770	6,075	1.310	463,770	6,075	469,845	463,770
Outstanding Par($):	8,540,261	1,156,477		8,440,616	524,609		16,980,877	1,681,086	18,661,962	922,387
Callable Principal/ Interest:	**$ -**	**$ -**		**$ 922,387**	**$ 18,159**		**$ 922,387**	**$ 18,159**	**$ 940,546**	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

CITY OF CONROE

Est. 1904

Section 9 – CONVENTION CENTER DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Covention Center

Issue:	***Series 2021A***
Debt Type:	*Certificates of Obligation*
Original Par Amt:	$17,390,000
Percent of Use:	100.00%
Dated Date:	8/31/2021
Delivery Date:	8/31/2021
Principal Due:	March 1
Call Provisions:	mtys '32-'41 callable 03/1/31 @ 100%
Use of Proceeds:	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2022		309,025		0	309,025	309,025	0
2023		618,050		0	618,050	618,050	0
2024	140,000	614,550	5.000	140,000	614,550	754,550	0
2025	230,000	605,300	5.000	230,000	605,300	835,300	0
2026	285,000	592,425	5.000	285,000	592,425	877,425	0
2027	325,000	577,175	5.000	325,000	577,175	902,175	0
2028	375,000	559,675	5.000	375,000	559,675	934,675	0
2029	675,000	533,425	5.000	675,000	533,425	1,208,425	0
2030	830,000	495,800	5.000	830,000	495,800	1,325,800	0
2031	915,000	452,175	5.000	915,000	452,175	1,367,175	0
2032	1,005,000	409,200	4.000	1,005,000	409,200	1,414,200	1,005,000
2033	1,080,000	367,500	4.000	1,080,000	367,500	1,447,500	1,080,000
2034	1,160,000	328,500	3.000	1,160,000	328,500	1,488,500	1,160,000
2035	1,230,000	292,650	3.000	1,230,000	292,650	1,522,650	1,230,000
2036	1,310,000	254,550	3.000	1,310,000	254,550	1,564,550	1,310,000
2037	1,390,000	214,050	3.000	1,390,000	214,050	1,604,050	1,390,000
2038	1,475,000	171,075	3.000	1,475,000	171,075	1,646,075	1,475,000
2039	1,560,000	125,550	3.000	1,560,000	125,550	1,685,550	1,560,000
2040	1,655,000	77,325	3.000	1,655,000	77,325	1,732,325	1,655,000
2041	1,750,000	26,250	3.000	1,750,000	26,250	1,776,250	1,750,000
Outstanding Par($):	17,390,000	7,624,250		17,390,000	7,624,250	25,014,250	13,615,000
Callable Principal/ Interest:	**$ 13,615,000**	**$ 2,266,650**		**$ 13,615,000**	**$ 2,266,650**	**$ 15,881,650**	

NOTES:

1) **Maturities refundable on the call date shown in boxes.**

2) **Current/Advance refundable maturities shown in yellow shading.**

BOK FINANCIAL SECURITIES

CITY OF CONROE

Est. 1904

Section 10 – CLGC HOTEL DEBT SERVICE

City of Conroe, Texas

Overview of Debt Service Requirements - Hotel

Issue:	Series 2021A	Series 2021B	Series 2021C
Debt Type:	First-Lien Hotel Revenue Bonds (Conroe Convention Center Hotel)	Second-Lien Hotel Revenue Bonds (Conroe Convention Center Hotel)	Combination Third-Lien Hotel Revenue and Subordinate Contract Revenue Bond (Conroe Convention Center Hotel)
Original Par Amt:	$28,715,000	$27,160,000	$21,215,000
Percent of Use:	100.00%	100.00%	100.00%
Dated Date:	8/31/2021	6/21/2018	9/12/2019
Delivery Date:	8/31/2021	6/21/2018	9/12/2019
Principal Due:	October 1	September 1	September 1
Call Provisions:	mtys '32-'50 callable 10/1/31 @ 100%	mtys '32-'50 callable 10/1/31 @ 100%	mtys '32-'50 callable 10/1/31 @ 100%
Use of Proceeds:	New Money	New Money	New Money

Period Ending 9/30	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Maturing Amt.	Interest	Coupon%	Total Outstanding Debt Service Principal	Total Outstanding Debt Service Interest	Total Outstanding Debt Service Total	Total Principal Callable
2022		635,403			753,563			529,610		0	1,918,576	1,918,576	0
2023		1,084,100			1,285,700			903,600		0	3,273,400	3,273,400	0
2024		1,084,100			1,285,700			903,600		0	3,273,400	3,273,400	0
2025		1,084,100			1,285,700			903,600		0	3,273,400	3,273,400	0
2026	550,000	1,077,225	2.500	565,000	1,275,813	3.500		903,600		1,115,000	3,256,638	4,371,638	0
2027	545,000	1,063,538	2.500	605,000	1,255,338	3.500		903,600		1,150,000	3,222,475	4,372,475	0
2028	580,000	1,049,475	2.500	645,000	1,233,463	3.500		903,600	5.000	1,225,000	3,186,538	4,411,538	0
2029	605,000	1,034,663	2.500	685,000	1,210,188	3.500	325,000	895,475	5.000	1,615,000	3,140,325	4,755,325	0
2030	640,000	1,019,100	2.500	725,000	1,185,513	3.500	400,000	877,350	5.000	1,765,000	3,081,963	4,846,963	0
2031	670,000	1,002,725	2.500	775,000	1,159,263	3.500	485,000	855,225	5.000	1,930,000	3,017,213	4,947,213	0
2032	710,000	985,475	2.500	820,000	1,131,350	3.500	570,000	828,850	5.000	2,100,000	2,945,675	5,045,675	
2033	740,000	961,800	4.000	870,000	1,095,250	5.000	675,000	797,725	5.000	2,285,000	2,854,775	5,139,775	2,285,000
2034	785,000	931,300	4.000	895,000	1,051,125	5.000	705,000	763,225	5.000	2,385,000	2,745,650	5,130,650	2,385,000
2035	835,000	898,900	4.000	920,000	1,005,750	5.000	745,000	726,975	5.000	2,500,000	2,631,625	5,131,625	2,500,000
2036	890,000	864,400	4.000	950,000	959,000	5.000	780,000	688,850	5.000	2,620,000	2,512,250	5,132,250	2,620,000
2037	940,000	827,800	4.000	980,000	910,750	5.000	815,000	648,975	4.000	2,735,000	2,387,525	5,122,525	2,735,000
2038	995,000	789,100	4.000	1,015,000	860,875	5.000	860,000	611,400	4.000	2,870,000	2,261,375	5,131,375	2,870,000
2039	1,055,000	748,100	4.000	1,040,000	809,500	5.000	895,000	576,300	4.000	2,990,000	2,133,900	5,123,900	2,990,000
2040	1,115,000	704,700	4.000	1,080,000	756,500	5.000	925,000	539,900	4.000	3,120,000	2,001,100	5,121,100	3,120,000
2041	1,175,000	658,900	4.000	1,115,000	701,625	5.000	970,000	502,000	4.000	3,260,000	1,862,525	5,122,525	3,260,000
2042	1,240,000	610,600	4.000	1,150,000	645,000	5.000	1,005,000	462,500	4.000	3,395,000	1,718,100	5,113,100	3,395,000
2043	1,315,000	559,500	4.000	1,190,000	586,500	5.000	1,045,000	421,500	4.000	3,550,000	1,567,500	5,117,500	3,550,000
2044	1,380,000	505,600	4.000	1,230,000	526,000	5.000	1,085,000	378,900	4.000	3,695,000	1,410,500	5,105,500	3,695,000
2045	1,460,000	448,800	4.000	1,270,000	463,500	5.000	1,130,000	334,600	4.000	3,860,000	1,246,900	5,106,900	3,860,000
2046	1,530,000	389,000	4.000	1,315,000	398,875	5.000	1,175,000	288,500	4.000	4,020,000	1,076,375	5,096,375	4,020,000
2047	1,620,000	326,000	4.000	1,365,000	331,875	5.000	1,225,000	240,500	4.000	4,210,000	898,375	5,108,375	4,210,000
2048	1,700,000	259,600	4.000	1,410,000	262,500	5.000	1,270,000	190,600	4.000	4,380,000	712,700	5,092,700	4,380,000
2049	1,785,000	189,900	4.000	1,465,000	190,625	5.000	1,325,000	138,700	4.000	4,575,000	519,225	5,094,225	4,575,000
2050	1,880,000	116,600	4.000	1,510,000	116,250	5.000	1,375,000	84,700	4.000	4,765,000	317,550	5,082,550	4,765,000
2051	1,975,000	39,500	4.000	1,570,000	39,250	5.000	1,430,000	28,600	4.000	4,975,000	107,350	5,082,350	4,975,000
Outstanding Par($)	28,715,000	21,950,003		27,160,000	24,772,338		21,215,000	17,832,560		77,090,000	64,554,901	141,644,901	66,190,000
Callable Principal/ Interest:	$ 24,415,000	$ 10,830,100		$ 22,340,000	$ 11,710,750		$ 19,435,000	$ 8,424,450		$ 66,190,000	$ 30,965,300	$ 97,155,300	

NOTES:

1) Maturities refundable on the call date shown in boxes.

2) Current/Advance refundable maturities shown in yellow shading.

BOK FINANCIAL SECURITIES

CITY OF CONROE

Est. 1904

Section 11 – ARBITRAGE/YIELD RESTRICTION CALCULATION REQUIREMENTS

City of Conroe
Arbitrage / Yield Restriction Calculation Requirements
as of 12/16/21

Bond Issue	Par	Delivery Date	Final Maturity	Temporary Period Expiration Date	Reports Completed (R=Rebate) (YR=Yield Rest.) (YRT=Yield Rest. Test) (SE=Spend Exc) (I=Interim) (C=Consulting) (5th=5th Year) (10th=5th Year) (15th=15th Year) (F=Final)	Current Compliance Requirements Met	NEXT REPORT DATE
Certificates of Obligation, Series 2005	$3,865,000	12/29/05	3/1/30	12/29/08	12/29/08 I R, 12/29/09 I R 12/29/10 5th R, 12/29/12 I R 12/29/15 10th R , 12/29/20 15th R	Yes	12/29/25 20th R
Water and Sewer System Revenue Bonds, Series 2011	$5,160,000	9/22/11	11/15/31	9/22/14	9/30/13 I R, 9/30/14 I R 9/22/16 5th R, 9/22/21 10th R 12/10/21 F	Yes	
Water and Sewer System Revenue Bonds, Series 2012	$18,130,000	9/27/12	11/15/32	9/27/15	9/27/15 I R, 9/27/17 5th R YR	Yes	9/27/22 10th R
Water and Sewer System Revenue Bonds, Series 2013	$6,790,000	9/26/13	11/15/33	9/26/16	9/26/15 I R, 9/26/18 5th R	Yes	9/26/23 10th R
Certificates of Obligation, Series 2014	$31,100,000	9/25/14	3/1/34	9/25/17	9/25/16 I R, 9/25/18 I R 9/25/19 5th R	Yes	9/25/24 10th R
Water and Sewer System Revenue Bonds, Series 2014	$17,130,000	9/25/14	11/15/34	9/25/17	9/25/16 I R, 9/25/18 I R 9/25/19 5th R	Yes	9/25/24 10th R
Limited Tax Refunding Bonds, Series 2015	$33,370,000	4/23/15	3/1/30	4/23/18	4/23/17 I R, 4/23/20 5th R	Yes	4/23/25 10th R
Certificates of Obligation, Series 2015	$8,795,000	9/24/15	3/1/35	9/24/18	9/24/17 I R, 9/24/18 I R 9/24/20 5th R	Yes	9/24/25 10th R
Water and Sewer System Revenue Bonds, Series 2015	$14,400,000	9/24/15	11/15/35	9/24/18	9/24/17 I R, 9/24/18 I R 9/24/20 5th R	Yes	9/24/25 10th R
Certificates of Obligation, Series 2016	$11,275,000	9/22/16	3/1/36	9/22/19	9/22/18 I R, 9/22/21 5th R	Yes	9/22/26 10th R
Certificates of Obligation, Series 2017A	$21,990,000	9/21/17	3/1/37	9/21/20	9/21/18 I R	Yes	9/21/22 5th R
Certificates of Obligation, Series 2017B	$21,590,000	9/21/17	11/15/37	9/21/20	9/21/18 I R	Yes	9/21/22 5th R
Limited Tax Refunding Bonds, Series 2018	$24,185,000	5/24/18	11/15/30	5/24/21	5/24/20 I R	Yes	5/24/23 5th R
Certificates of Obligation, Series 2018A	$42,870,000	11/15/18	3/1/38	11/15/21	11/30/20 I R	Yes	11/15/23 5th R
Certificates of Obligation, Series 2018B	$86,845,000	11/15/18	11/15/38	11/15/21	11/30/20 I	Yes	11/15/23 5th R
Certificates of Obligation & Limited Tax Bonds, Series 2019A & 2019B	$59,680,000	12/17/19	9/1/40	12/17/22	12/17/21 I	Yes	12/17/24 5th R
CIDC Sales Tax Revenue Bonds, Series 2019	$20,195,000	9/12/19	9/1/39	9/12/22	9/12/21 I	Yes	9/12/24 5th R

City of Conroe
Arbitrage / Yield Restriction Calculation Requirements
as of 12/16/21

Bond Issue	Par	Delivery Date	Final Maturity	Temporary Period Expiration Date	Reports Completed (R=Rebate) (YR=Yield Rest.) (YRT=Yield Rest. Test) (SE=Spend Exc) (I=Interim) (C=Consulting) (5th=5th Year) (10th=5th Year) (15th=15th Year) (F=Final)	Current Compliance Requirements Met	NEXT REPORT DATE
Certificates of Obligation, Series 2020A	$4,350,000	10/6/20	3/1/35	10/6/23		Yes	10/06/25 5th R
Certificates of Obligation, Series 2020B & 2020C & Limited Tax Bonds, Series 2020	$45,355,000	12/10/20	9/30/41	12/10/23		Yes	12/10/25 5th R
Certificates of Obligation, Series 2021A	$17,390,000	8/31/21	3/1/41	8/31/24		Yes	8/31/26 5th R
First Lien, Second Lien, and Third Lien Hotel Revenue Bonds (Conroe Convention Center Hotel), Series 2021A, 2021B, & 2021C	$77,090,000	8/31/21	10/1/50	8/31/24		Yes	8/31/22 I 8/31/26 5th R

Arbitrage Definition:
Generally, transactions by which securities are bought and sold in different markets at the same time for the sake of profit arising from a difference in prices in the two markets. With respect to the issuance of municipal bonds, arbitrage usually refers to the difference between the interest paid on the bonds issued and the interest earned by investing the bond proceeds in other securities. Arbitrage profits are permitted on bond proceeds for various temporary periods (typically three years; see "Temporary Period Expiration Date" column) after the issuance of municipal bonds. Internal Revenue Service regulations govern arbitrage of municipal bond proceeds.

Arbitrage Rebate Requirements:
An *Arbitrage Rebate* is a rebate to the IRS of the profits or earnings above the bond yield earned on the investment of the gross proceeds from a debt issue that are not specifically exempted. Gross proceeds subject to rebate may come form debt service funds, construction funds, escrow funds, cost of issuance funds, and reserve funds.

Yield Restriction Requirements:
The *Yield Restriction Requirements* set forth various investment yield limitation conditions for different categories of gross proceeds from a debt issue (e.g., sale, investment, transferred, reserve proceeds). If there are unexpended project/constructions proceeds at the end of the initial 3-year temporary period (in excess of the minor portion; the lesser of $100,000 or 5% of the sale proceeds of the issue), an issuer may no longer invest the remaining proceeds above the materially higher yield (bond yield +.125%) without taking corrective actions to remedy interest earnings above the materially higher yield. The issuer can either yield restrict the proceeds below the materially higher yield, or a *Yield Reduction Payment Report* is required.

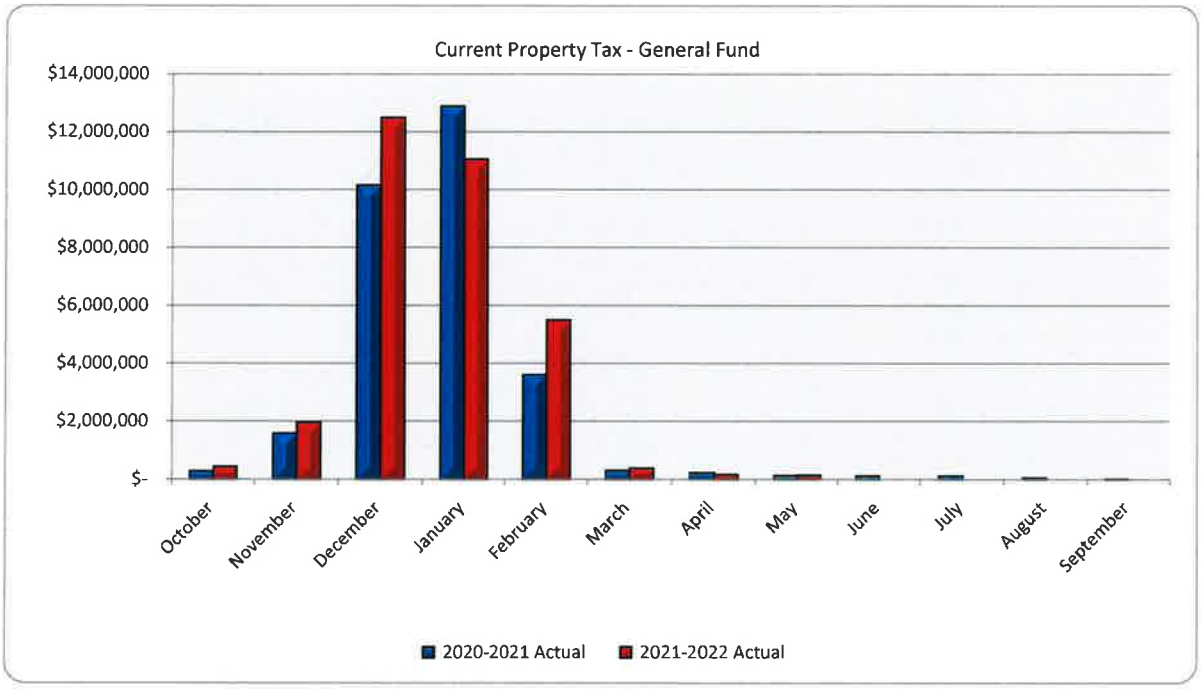
Arbitrage Rebate Reports as well as Yield Restriction Reports are due every 5 years and on the final maturity of the debt.

ECONOMIC INDICATORS

Monthly Financial Summary Report
May 2022

Current Property Tax - General Fund

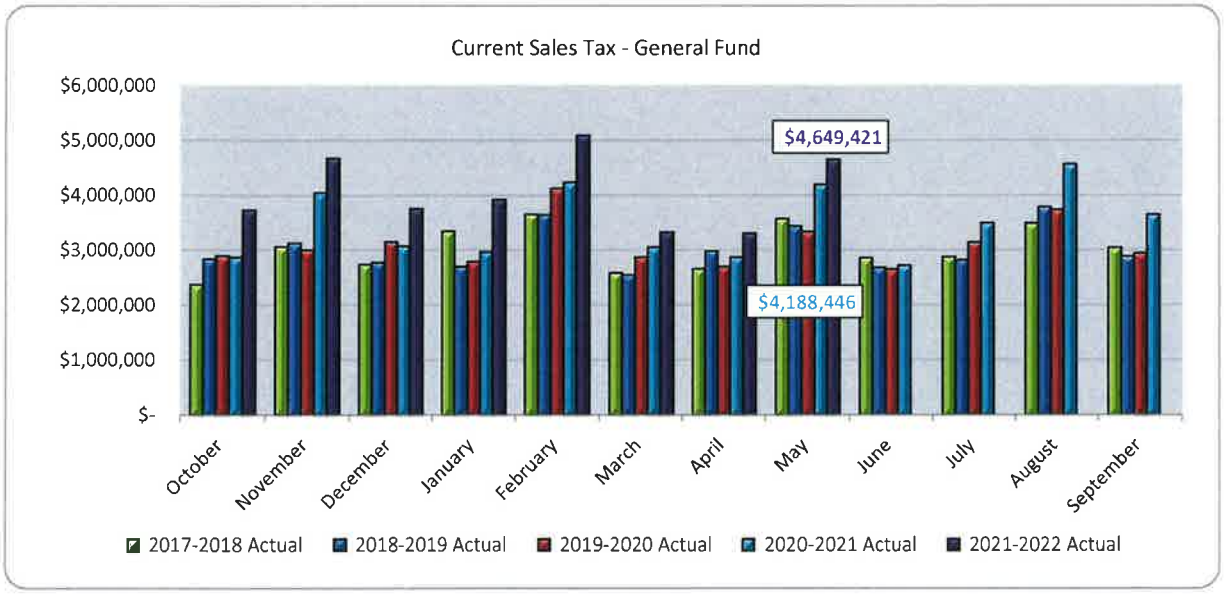
Month	2021-2022 Budget	2021-2022 Budget YTD	2021-2022 Actual	YTD Actual to Budget	YTD % Actual to Budget	2020-2021 Actual	Actual to Prior Year	% Actual to Actual
October	$ 407,174	$ 407,174	$ 442,303	$ 35,129	8.6%	$ 290,023	$ 152,280	52.5%
November	1,696,111	1,696,111	1,982,216	286,105	16.9%	1,593,286	388,930	24.4%
December	11,716,501	11,716,501	12,505,106	788,605	6.7%	10,149,323	2,355,783	23.2%
January	14,192,088	14,192,088	11,059,710	(3,132,378)	-22.1%	12,884,483	(1,824,773)	-14.2%
February	3,446,367	3,446,367	5,508,778	2,062,411	59.8%	3,610,989	1,897,789	52.6%
March	419,191	419,191	395,276	(23,915)	-5.7%	309,108	86,168	27.9%
April	216,826	216,826	166,284	(50,542)	-23.3%	231,797	(65,513)	-28.3%
May	175,842	175,842	151,637	(24,205)	-13.8%	131,185	20,452	15.6%
June	154,943	-	-	N/A	N/A	122,398	N/A	N/A
July	117,874	-	-	N/A	N/A	123,460	N/A	N/A
August	122,988	-	-	N/A	N/A	55,289	N/A	N/A
September	18,007	-	-	N/A	N/A	17,150	N/A	N/A
	$ 32,683,912	**$ 32,270,100**	**$ 32,211,309**	**$ (58,791)**	**-0.2%**	**$ 29,518,491**	**$ 3,011,115**	



Monthly Financial Summary Report
May 2022

Sales Tax - General Fund

Month	2021-2022 Budget	2021-2022 Budget YTD	2021-2022 Actual	YTD Actual to Budget	YTD % Actual to Budget	2020-2021 Actual	Actual to Prior Year	% Actual to Actual
October	$ 3,066,185	$ 3,066,185	$ 3,726,747	$ 660,562	21.5%	2,878,015	$ 848,732	29.5%
November	3,784,500	3,784,500	4,667,643	883,143	23.3%	4,045,117	622,525	15.4%
December	3,093,163	3,093,163	3,749,366	656,203	21.2%	3,068,388	680,978	22.2%
January	3,182,363	3,182,363	3,918,636	736,273	23.1%	2,963,436	955,200	32.2%
February	4,279,958	4,279,958	5,086,386	806,428	18.8%	4,232,997	853,389	20.2%
March	2,840,423	2,840,423	3,320,062	479,639	16.9%	3,050,512	269,550	8.8%
April	2,906,235	2,906,235	3,302,795	396,560	13.6%	2,865,943	436,852	15.2%
May	3,879,558	3,879,558	4,649,421	769,863	19.8%	4,188,446	460,975	11.0%
June	3,166,537	-	-	N/A	N/A	2,725,520	N/A	N/A
July	3,187,941	-	-	N/A	N/A	3,495,596	N/A	N/A
August	3,968,570	-	-	N/A	N/A	4,559,075	N/A	N/A
September	3,549,157	-	-	N/A	N/A	3,638,919	N/A	N/A
	$ 40,904,590	**$ 27,032,385**	**$ 32,421,056**	**$ 5,388,671**	**19.9%**	**$ 41,711,965**	**$ 5,128,200**	



The General Fund sales tax numbers are in for May (March sales):

May	2022	$ 4,649,421
May	2021	$ 4,188,446

This is an increase of 11.0% compared to the same period last year.

We have collected $5,128,200 more in this fiscal year than we did through the same period last year, or 18.8%.

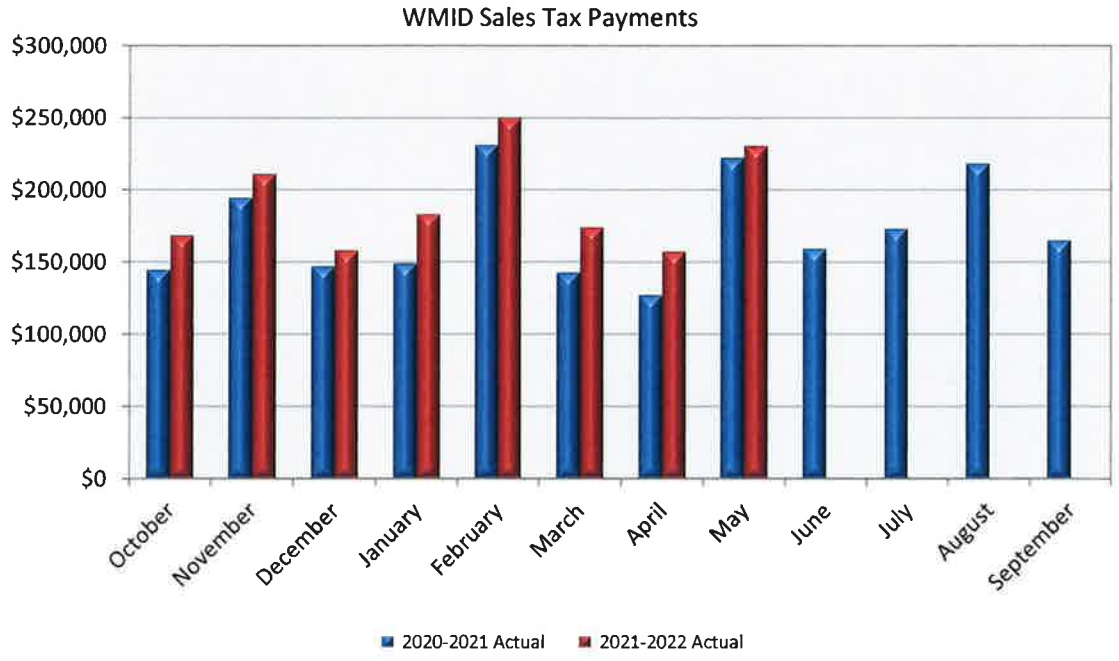
In terms of budgeted numbers, we are over our original estimates for the year by $5,388,671 or 19.9%.

Monthly Financial Summary Report

May 2022

Westwood Magnolia Improvement District Payments

Month	2021-2022 Budget	2021-2022 Expected YTD	2021-2022 Actual	YTD Actual to Budget	YTD % Actual to Expected	2020-2021 Actual	Actual to Prior Year	% Actual to Actual
October	$ 130,278	$ 130,278	$ 168,437	$ 38,159	29.3%	$ 144,571	$ 23,866	16.5%
November	$ 175,209	175,209	211,104	35,895	20.5%	194,431	16,673	8.6%
December	$ 132,226	132,226	158,005	25,779	19.5%	146,733	11,272	7.7%
January	$ 134,098	134,098	183,219	49,121	36.6%	148,810	34,409	23.1%
February	$ 208,244	208,244	249,820	41,576	20.0%	231,091	18,729	8.1%
March	$ 128,456	128,456	173,979	45,523	35.4%	142,549	31,430	22.0%
April	$ 114,293	114,293	157,303	43,010	37.6%	126,832	30,471	24.0%
May	$ 200,311	200,311	230,395	30,084	15.0%	222,288	8,107	3.6%
June	$ 143,359	-	-	N/A	N/A	159,087	N/A	N/A
July	$ 155,867	-	-	N/A	N/A	172,967	N/A	N/A
August	$ 196,655	-	-	N/A	N/A	218,230	N/A	N/A
September	$ 148,723	-	-	N/A	N/A	165,040	N/A	N/A
	$ 1,867,717	**$ 1,223,114**	**$ 1,532,262**	**$ 309,148**	**25.3%**	**$ 2,072,630**	**$ 174,957**	

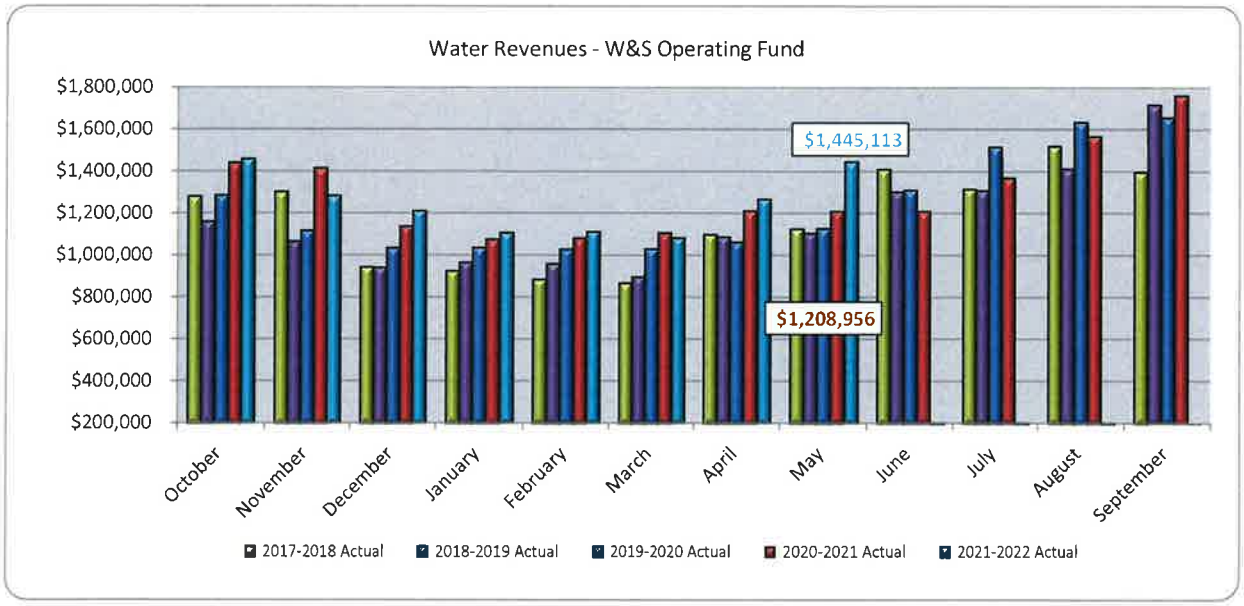


Note: The WMID Board meets the 3rd Monday of every month; however, the meeting is cancelled in some months. The payment for that month will be received in the following month.

Monthly Financial Summary Report
May 2022

Water Revenues - W&S Operating Fund

Month	2021-2022 Budget	2021-2022 Budget YTD	2021-2022 Actual	YTD Actual to Budget	YTD % Actual to Budget	2020-2021 Actual	Actual to Prior Year	% Actual to Actual
October	$ 1,343,722	$ 1,343,722	$ 1,458,278	$ 114,556	8.5%	$ 1,441,422	$ 16,857	1.3%
November	1,198,890	1,198,890	1,282,750	83,860	7.0%	1,414,529	(131,779)	-11.8%
December	1,085,473	1,085,473	1,210,129	124,656	11.5%	1,137,954	72,175	7.0%
January	1,099,106	1,099,106	1,106,597	7,491	0.7%	1,075,919	30,679	3.0%
February	1,091,525	1,091,525	1,111,599	20,074	1.8%	1,080,989	30,610	3.0%
March	1,056,644	1,056,644	1,081,775	25,131	2.4%	1,105,676	(23,901)	-2.3%
April	1,183,401	1,183,401	1,265,926	82,525	7.0%	1,210,989	54,937	5.2%
May	1,226,840	1,226,840	1,445,113	218,273	17.8%	1,208,956	236,157	21.0%
June	1,436,539	-	-	N/A	N/A	1,209,060	N/A	N/A
July	1,549,171	-	-	N/A	N/A	1,368,949	N/A	N/A
August	1,671,280	-	-	N/A	N/A	1,566,259	N/A	N/A
September	1,858,271	-	-	N/A	N/A	1,762,049	N/A	N/A
	$ 15,800,862	**$ 9,285,601**	**$ 9,962,167**	**$ 676,566**	**7.3%**	**$ 15,582,749**	**$ 285,735**	



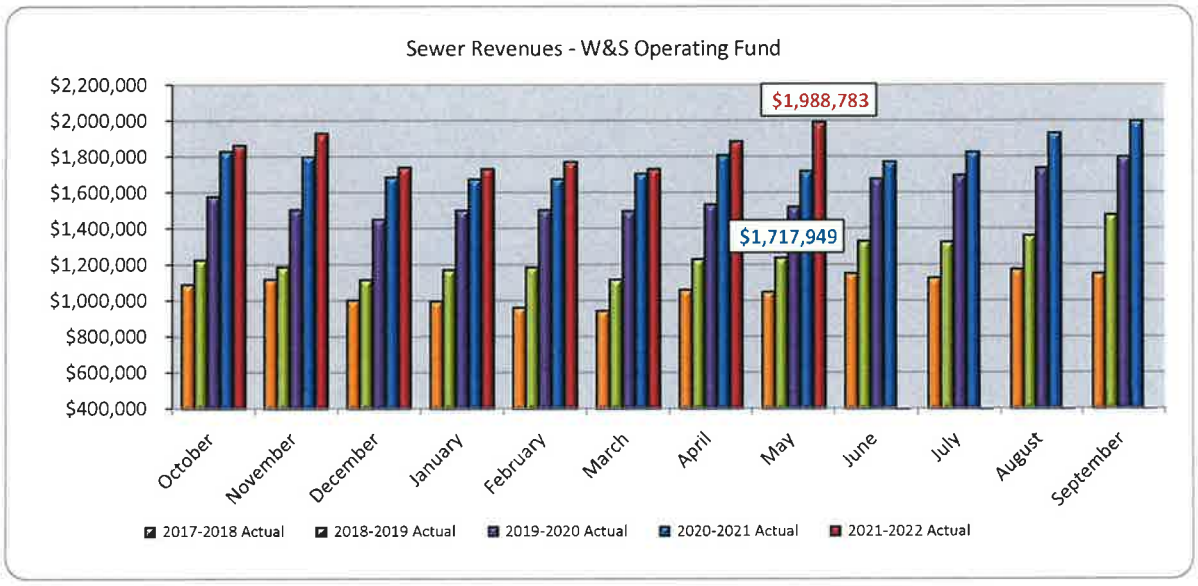
The chart reflects water revenues as of May 31, 2022:

May	2022	$ 1,445,113
May	2021	$ 1,208,956

Monthly Financial Summary Report
May 2022

Sewer Revenues - W&S Operating Fund

Month	2021-2022 Budget	2021-2022 Budget YTD	2021-2022 Actual	YTD Actual to Budget	YTD % Actual to Budget	2020-2021 Actual	Actual to Prior Year	% Actual to Actual
October	$ 1,828,827	$ 1,828,827	$ 1,861,867	$ 33,040	1.8%	$ 1,828,737	$ 33,130	1.8%
November	1,744,462	1,744,462	1,928,481	184,019	10.5%	1,797,442	131,039	7.3%
December	1,636,189	1,636,189	1,737,291	101,102	6.2%	1,683,888	53,402	3.2%
January	1,647,945	1,647,945	1,729,088	81,143	4.9%	1,671,373	57,715	3.5%
February	1,640,855	1,640,855	1,768,156	127,301	7.8%	1,672,814	95,342	5.7%
March	1,595,002	1,595,002	1,727,620	132,618	8.3%	1,703,472	24,148	1.4%
April	1,746,905	1,746,905	1,883,141	136,236	7.8%	1,807,225	75,916	4.2%
May	1,711,474	1,711,474	1,988,783	277,309	16.2%	1,717,949	270,834	15.8%
June	1,840,067	-	-	N/A	N/A	1,769,602	N/A	N/A
July	1,864,258	-	-	N/A	N/A	1,824,886	N/A	N/A
August	1,919,011	-	-	N/A	N/A	1,930,915	N/A	N/A
September	1,885,464	-	-	N/A	N/A	1,995,574	N/A	N/A
	$ 21,060,459	**$ 13,551,659**	**$ 14,624,427**	**$ 1,072,768**	**7.9%**	**$ 21,403,878**	**$ 741,526**	



The chart reflects sewer revenues as of May 31, 2022:

May	2022	$ 1,988,783
May	2021	$ 1,717,949

Water Consumption
Monthly Comparison (in Thousands of Gallons Consumed)

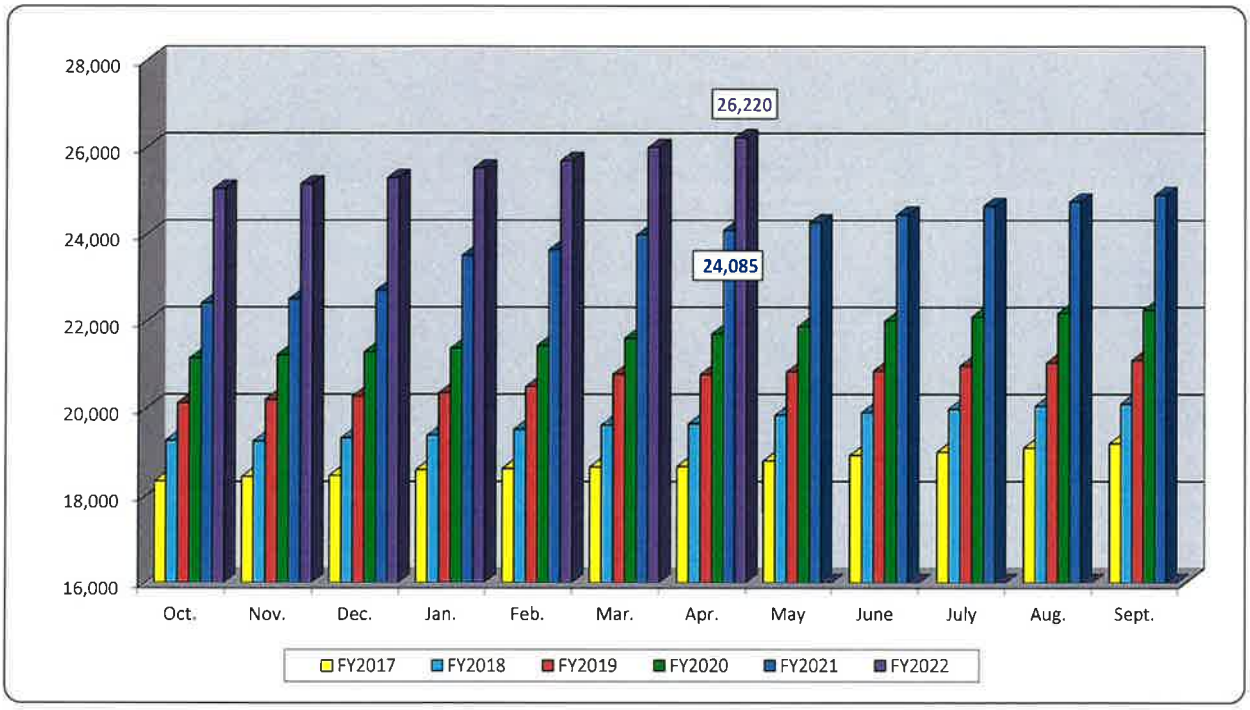


The chart reflects water consumption in thousands of gallons as of April 30, 2022:

April 2022	337,094
April 2021	272,012

	FY2020	FY2021	FY2022
October	249,417	323,887	304,407
November	225,612	225,798	265,696
December	230,877	239,556	244,120
January	222,738	239,181	244,239
February	229,857	248,014	230,878
March	247,192	281,211	286,385
April	278,405	272,012	337,094
May	309,296	270,526	-
June	350,351	309,173	-
July	383,126	360,350	-
August	390,517	400,859	-
September	325,140	330,290	-

Water Accounts
Monthly Comparison

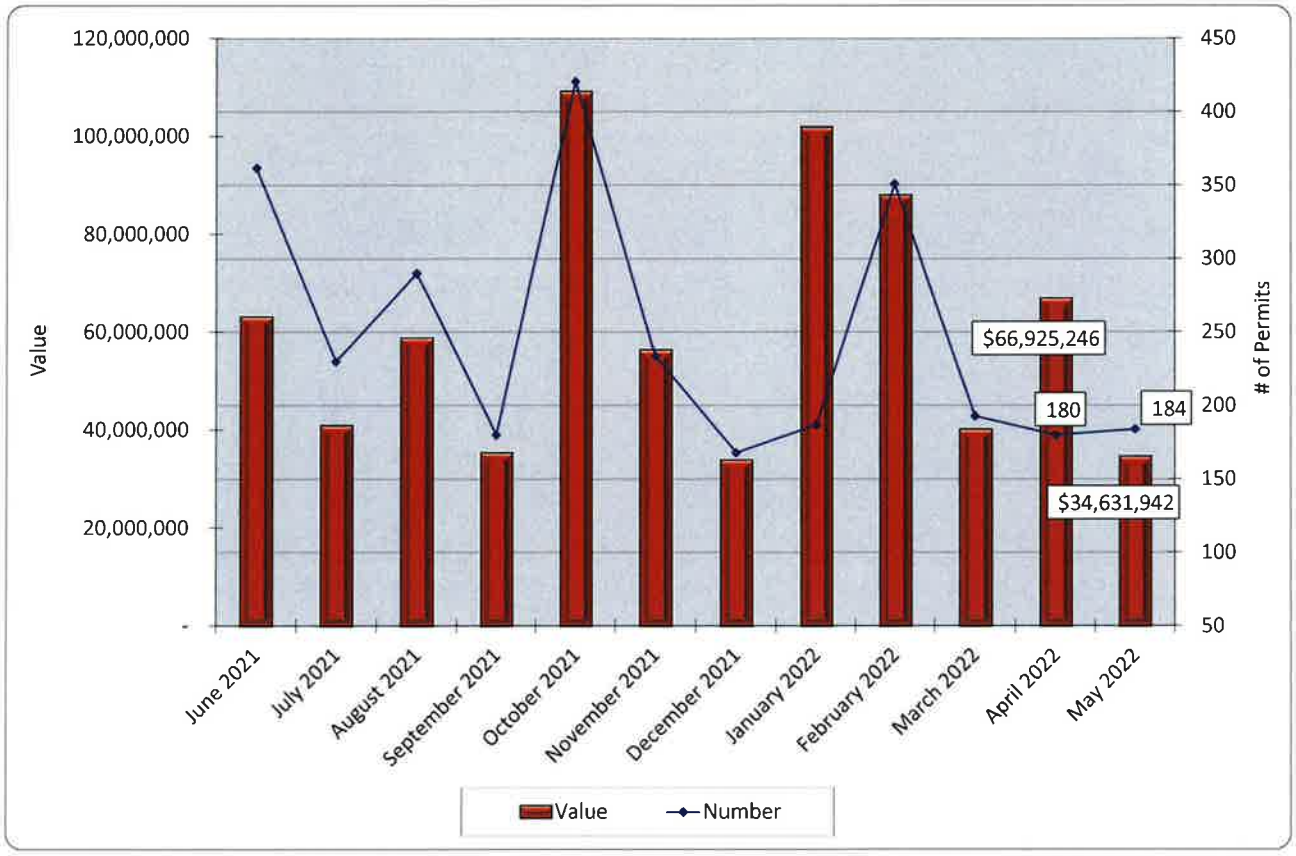


The chart reflects the total number of water utility accounts as of April 30, 2022:

April 2022	26,220
April 2021	24,085

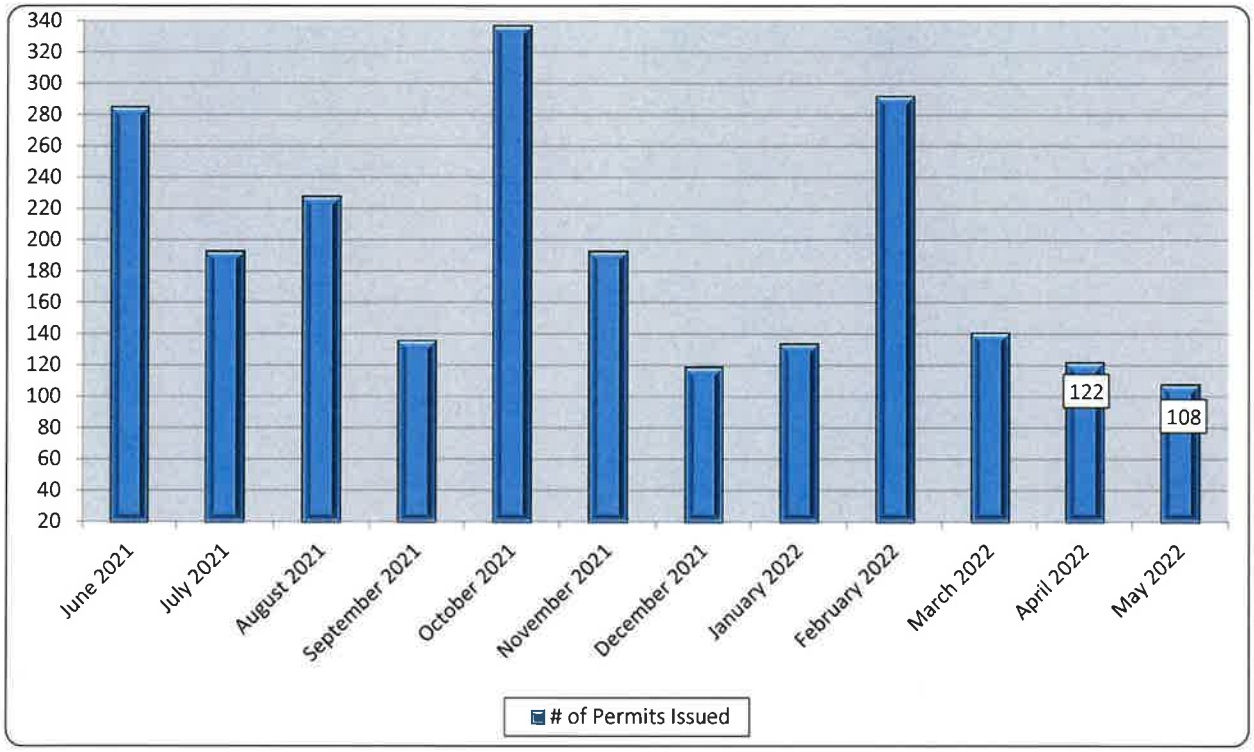
	FY2020	FY2021	FY2022
October	21,150	22,421	25,049
November	21,230	22,515	25,157
December	21,301	22,708	25,298
January	21,378	23,512	25,520
February	21,447	23,644	25,691
March	21,611	23,984	25,995
April	21,712	24,085	26,220
May	21,880	24,269	-
June	22,012	24,450	-
July	22,106	24,647	-
August	22,185	24,745	-
September	22,258	24,901	-

Building Permits
Number and Value



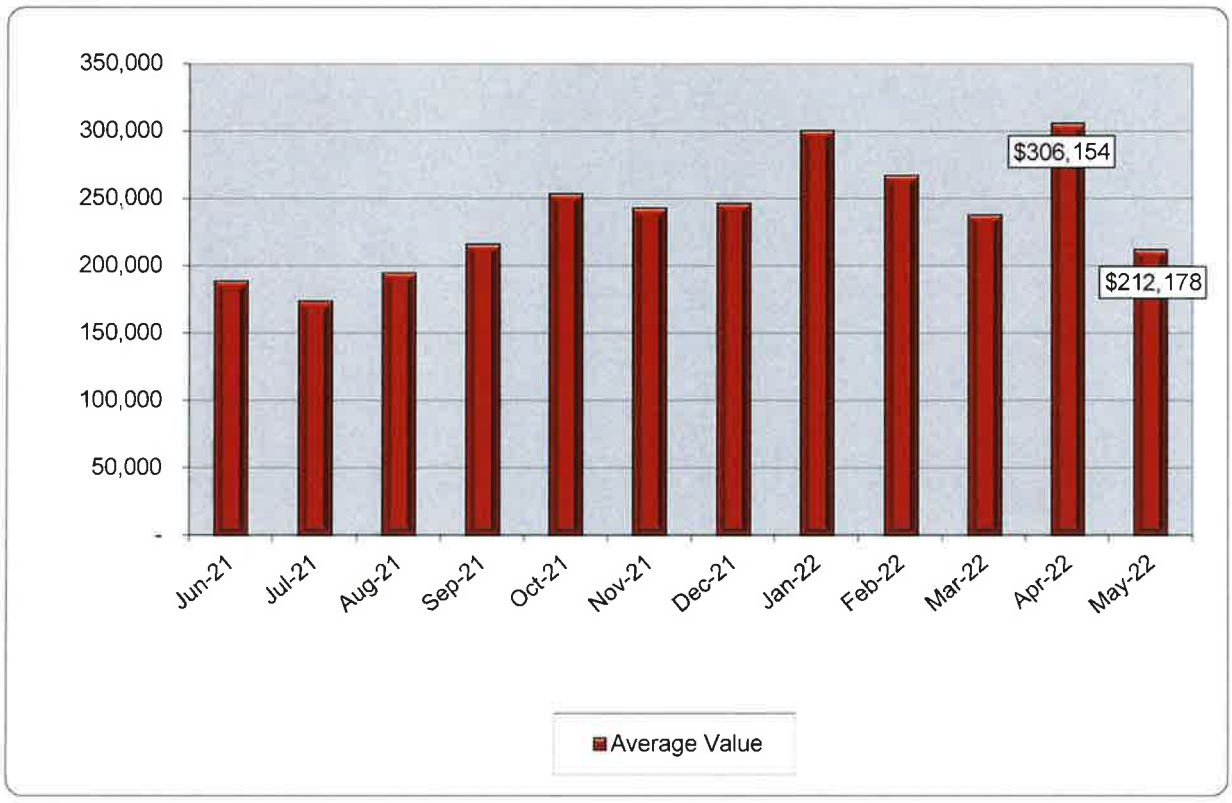
	Value	Number
June 2021	63,128,904	362
July 2021	40,947,043	230
August 2021	58,788,839	290
September 2021	35,374,526	180
October 2021	109,260,197	421
November 2021	56,402,039	234
December 2021	33,900,132	168
January 2022	101,922,409	187
February 2022	88,053,194	351
March 2022	40,151,804	193
April 2022	66,925,246	180
May 2022	34,631,942	184
	$ 729,486,275	**2,980**

Building Permits
Single Family Housing Starts



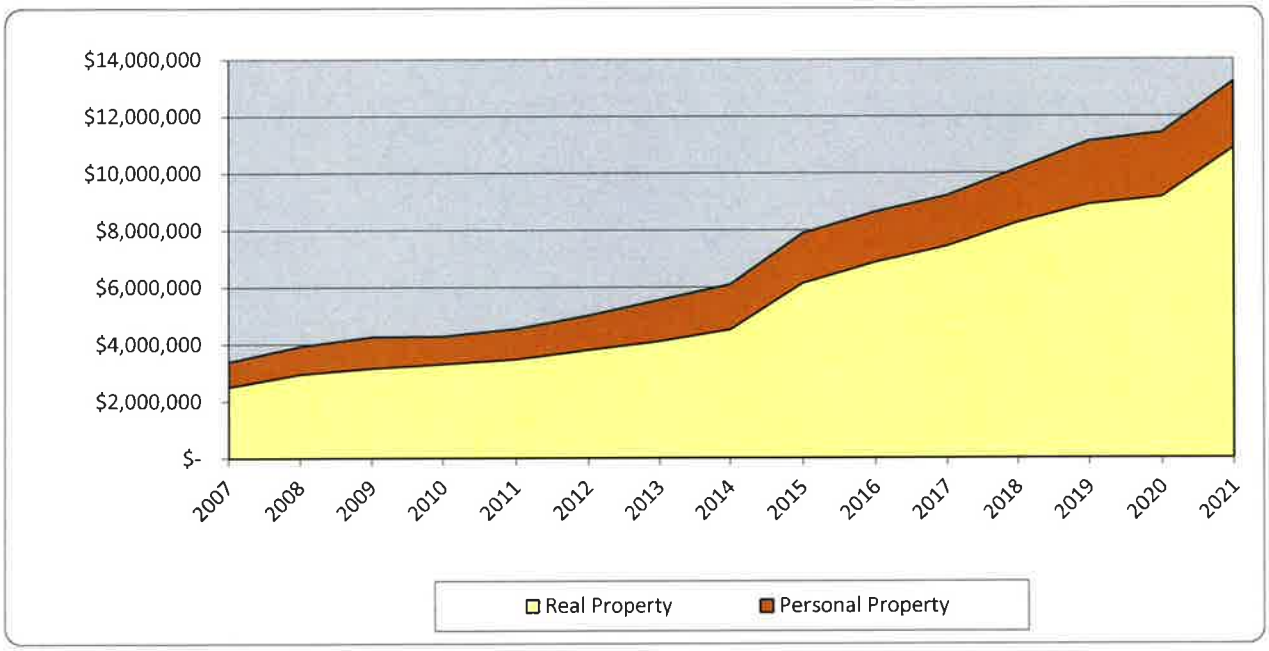
	# of Permits Issued
June 2021	285
July 2021	193
August 2021	228
September 2021	136
October 2021	337
November 2021	193
December 2021	119
January 2022	134
February 2022	292
March 2022	141
April 2022	122
May 2022	108
	2,288

Building Permits
Average Single Family Home Value



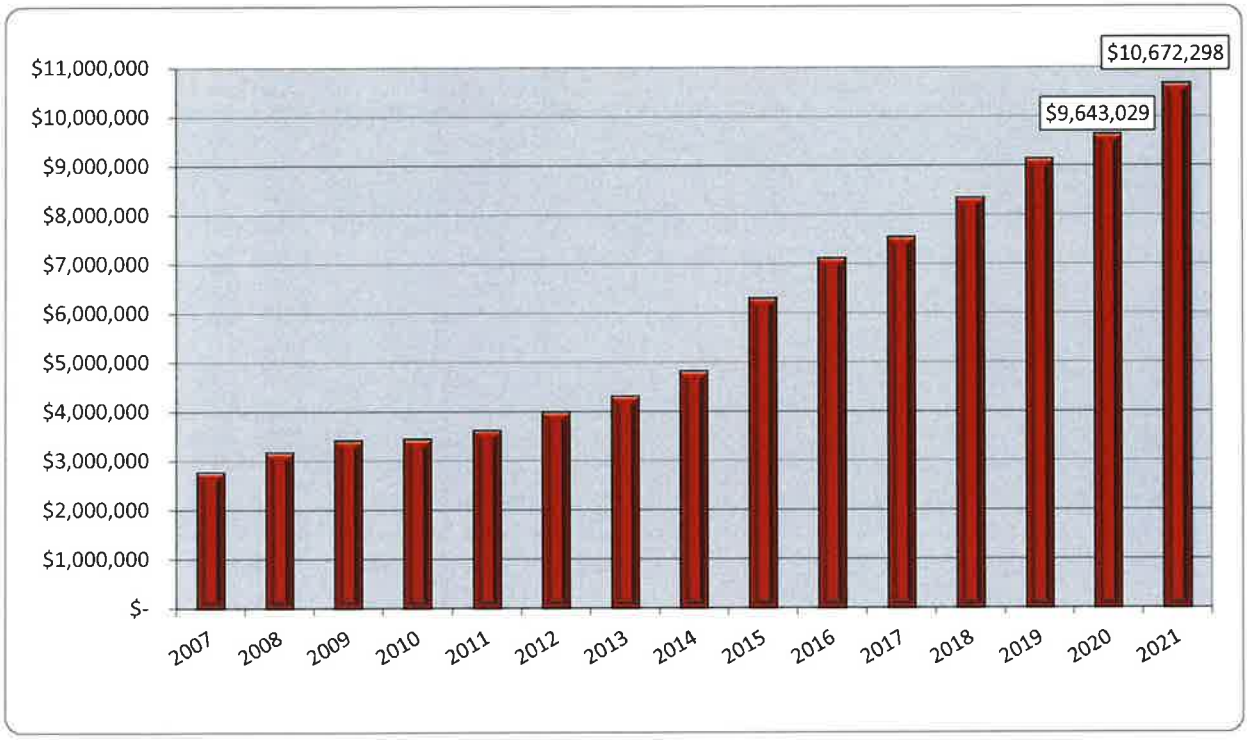
	# of Permits Issued	Total Value	Average Value
June 2021	285	53,921,548	189,198
July 2021	193	33,629,578	174,247
August 2021	228	44,500,509	195,178
September 2021	136	29,415,788	216,293
October 2021	337	85,545,539	253,844
November 2021	193	46,951,159	243,270
December 2021	119	29,345,647	246,602
January 2022	134	40,314,115	300,852
February 2022	292	78,132,908	267,578
March 2022	141	33,565,884	238,056
April 2022	122	37,350,840	306,154
May 2022	108	22,915,271	212,178
	2,288	**$ 535,588,786**	**$ 234,086**

Property Valuations
Market Values
(in thousands)



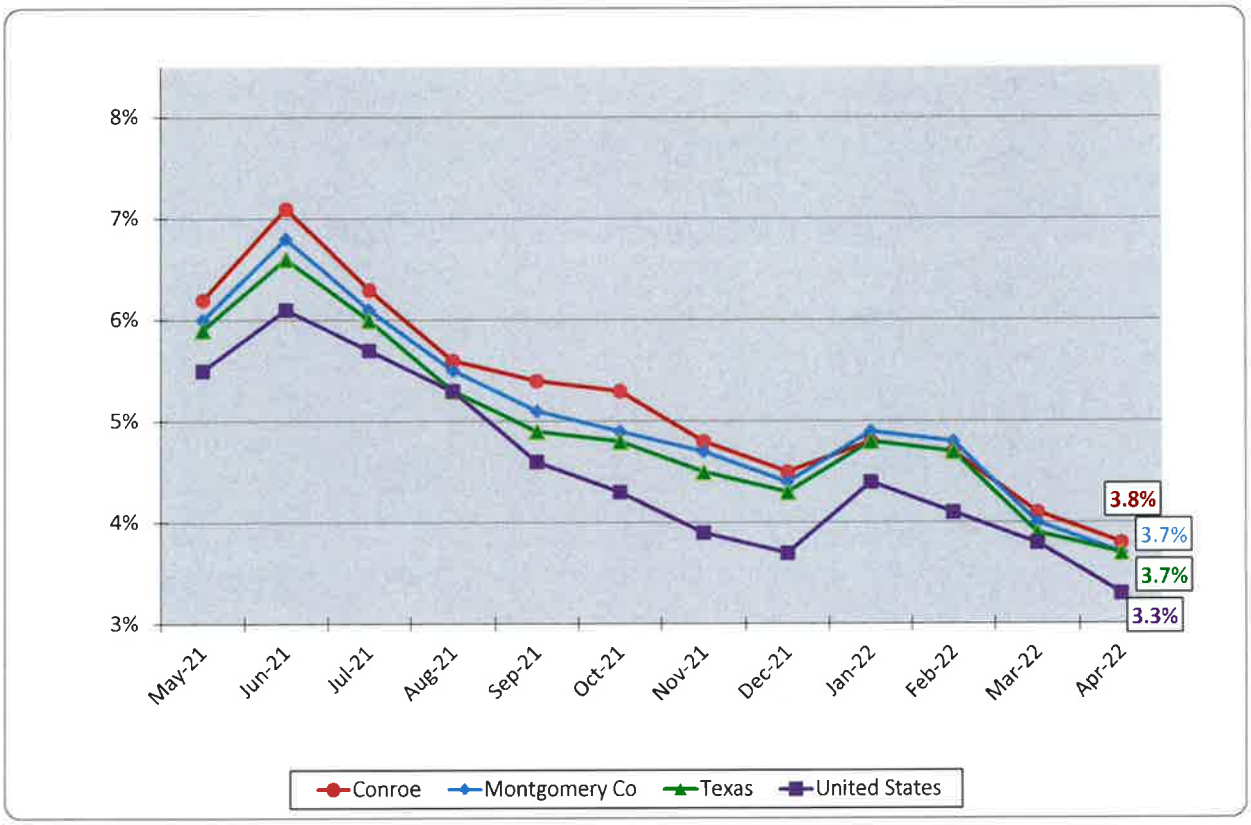
Tax Year	Real Property	Personal Property
2007	$ 2,513,704	$ 886,628
2008	2,949,377	977,552
2009	3,154,994	1,101,005
2010	3,303,296	985,264
2011	3,468,523	1,076,071
2012	3,795,738	1,224,422
2013	4,108,242	1,444,596
2014	4,513,082	1,577,299
2015	6,140,549	1,762,388
2016	6,873,325	1,765,772
2017	7,435,324	1,785,773
2018	8,259,188	1,889,882
2019	8,893,289	2,228,042
2020	9,163,824	2,264,182
2021	10,885,346	2,321,812

Property Tax
Taxable Value
(in thousands)



Tax Year	Taxable Value
2007	$ 2,782,771
2008	3,183,690
2009	3,427,354
2010	3,450,171
2011	3,630,958
2012	4,002,688
2013	4,322,826
2014	4,829,794
2015	6,309,739
2016	7,126,248
2017	7,556,126
2018	8,352,330
2019	9,144,248
2020	9,643,029
2021	10,672,298

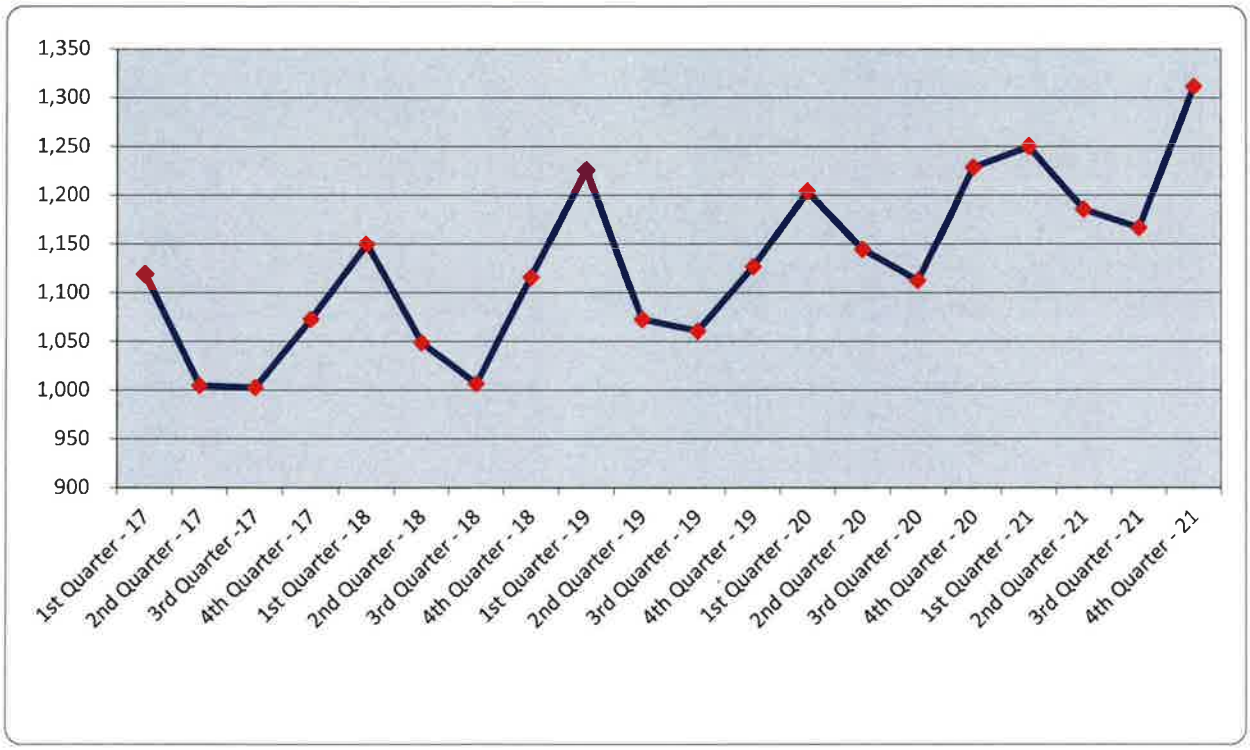
Labor Market Analysis
Unemployment Rates



	Conroe	Montgomery Co	Texas	United States
May 2021	6.2%	6.0%	5.9%	5.5%
June 2021	7.1%	6.8%	6.6%	6.1%
July 2021	6.3%	6.1%	6.0%	5.7%
August 2021	5.6%	5.5%	5.3%	5.3%
September 2021	5.4%	5.1%	4.9%	4.6%
October 2021	5.3%	4.9%	4.8%	4.3%
November 2021	4.8%	4.7%	4.5%	3.9%
December 2021	4.5%	4.4%	4.3%	3.7%
January 2022	4.8%	4.9%	4.8%	4.4%
February 2022	4.7%	4.8%	4.7%	4.1%
March 2022	4.1%	4.0%	3.9%	3.8%
April 2022	3.8%	3.7%	3.7%	3.3%

Source: Texas Workforce Commission - Texas LMI.com

Average Weekly Wage
Montgomery County



	Average Weekly Wage
1st Quarter - 17	1,119
2nd Quarter - 17	1,005
3rd Quarter -17	1,003
4th Quarter - 17	1,073
1st Quarter - 18	1,150
2nd Quarter - 18	1,049
3rd Quarter - 18	1,007
4th Quarter - 18	1,116
1st Quarter - 19	1,226
2nd Quarter - 19	1,073
3rd Quarter - 19	1,061
4th Quarter - 19	1,127
1st Quarter - 20	1,204
2nd Quarter - 20	1,145
3rd Quarter - 20	1,113
4th Quarter - 20	1,229
1st Quarter - 21	1,250
2nd Quarter - 21	1,186
3rd Quarter - 21	1,167
4th Quarter - 21	1,312

GENERAL INFORMATION

MONTGOMERY COUNTY, TEXAS
Financial Status - Lone Star Convention and Expo
Year Ended 9/30/22 - Budget and Actual Year-to-date through May 31, 2022

	2021 Actual-to-date	2022 Budget	2022 Current Month	2022 Actual-to-date
Revenue:				
Park Fees	(9,196.00)	115,000.00	-	-
Hotel/Motel Tax	601,806.00	475,000.00	143,889.00	481,190.00
Fees - ALL	691,881.00	435,000.00	-	-
Fees- Civic Center	-	-	91,228.00	546,019.00
Fees-Expo Arena	-	-	-	-
	1,284,491.00	1,025,000.00	235,117.00	1,027,209.00
Expenditures:				
Salaries	444,925.00	470,850.00	34,826.00	282,692.00
Benefits	203,097.00	227,200.00	16,738.00	135,642.00
Supplies	73,236.00	79,550.00	18,805.00	64,917.00
Services	190,461.00	222,588.00	16,402.00	152,041.00
	911,719.00	1,000,188.00	86,771.00	635,292.00
Financial Status	372,772.00	24,812.00	148,346.00	391,917.00

Lincoln, Karin

From: noreply
Sent: Thursday, June 16, 2022 11:10 AM
To: City Broadcast
Subject: Chemical Spill Response Training

The annual Chemical Spill Response Training will be held in the City of Conroe Public Works Service Center Training Room at 401 Sgt. Ed Holcomb Blvd on July 20, 2022 – 8:00 am – 3:00 pm. Please see attached brochure for more information.

To register, please email your department's list of attendees to droberts@cityofconroe.org. Deadline for registration is this Thursday, July 14, 2022.

19th Annual - City of Conroe Employee
Chemical Spill Response Training

It's not a matter of *if* a chemical spill is going to occur, it's just a matter of *when*! Chemical handling is a requirement for many jobs in government service. From the variety of paints, solvents, and pesticides, to the fuel products we use everyday. Think about the products we transport on public highways. Even the gasoline or diesel fuel in your vehicle may become spilled in a traffic accident. *Part of being a good manager is making sure things go right on the job, and being prepared in case they don't.*

Approved by TCEQ for 8 hours of Continuing Education for Water and Wastewater Operators, Municipal Solid Waste Techs, and PST Project Managers.

Approved by the Texas Dept. of Agriculture for 8 hours of training for licensed Pesticide Applicators.

Do you know the rules?

Last year alone, there were over 32,000 spills large enough to require reporting to the federal government. Failure to make the necessary notifications can result in substantial fines. *Fuel products require reporting in some situations if only one drop is spilled.* Do you know what they are?

Spill Prevention, Control and Counter-measures (SPCC) are required by EPA for most facilities with fuel tanks. Are you in compliance?

A city repair shop was fined $125,000 for improper disposal of shop chemicals.

The City of Dallas settled with EPA for more than $2,000,000 for spills in storm drains.

The University of Florida was fined $175,000 by EPA for cleaning weedeaters outside.

OSHA and EPA strictly regulates who can respond to chemical releases. Without spill response training, your employees will not be allowed to assist you in cleaning up a chemical spill.

The majority of all spills are less than 50 gallons, yet may cost more than $10,000 to clean up when using the services of an environmental contractor. Most cities and counties have all the necessary equipment to respond to a spill, but employees ***must*** have the proper training..

The City of Conroe is sponsoring the chemical spill response training to prepare employees in each department to respond to an emergency. The training satisfies the OSHA requirements for emergency responders, and includes eight hours of training covering: Spill response procedures, decontamination, personal protective equipment, respiratory protection, chemical storage and handling, and more.

Who should attend: Employees in Public Works, Parks and Recreation, Street Department, Pump and Motor Maintenance, Water and Sewer, Drainage, Wastewater, Mosquito Control, Fleet Repairs, or any other employees that store or handle fuels or chemicals.

Registration fee for the course is $95 per employee. (Normal fee is $150 per employee). This includes textbooks and handout materials. Laminated wallet card and certificate of training will be provided after the course

The course instructor is a nationally recognized speaker and has trained employees from more than 400 companies, along with federal, state, and local agencies. These include the U.S. Army and Navy, Kennedy Space Center, and U.S. Dept. of Justice. The instructor also meets "Master Trainer" qualifications with the U.S. Dept. of Homeland Security.

July 20th, 2022 - 8:00 a.m. to 3:00 p.m.
City of Conroe Service Center Training Room
401 Sgt. Ed Holcomb Drive, Conroe

To register: Contact Daniel Roberts (Water/Sewer Superintendent) at 936-522-3808 or e-mail to: droberts@cityofconroe.org

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

☐ Ordinance ■ Resolution
☐ Discussion ☐ Contract
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	June 23, 2022
Department:	Administration
Contact:	P. Virgadamo

Description

A resolution approving a contract for the purchase of 0.414 acres of land at 202 North Frazier Street, in Conroe, Texas authorizing the Mayor to execute the contract; authorizing the Mayor to complete the purchase in accordance with the contract terms and to execute and deliver all documents and payments necessary to complete the purchase transaction in accordance with the terms of the contract.

Summary

The contract authorizes the purchase of the Simpson & Dabney property at 202 North Frazier Street, in Conroe, Texas.

Recommendation

Staff recommends approval of the contract.

Fiscal Impact ☐ Yes ■ No*

Expenditure Amount:	$850,000.00	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

Submitted By: _____ Admin: _____

Agenda Item Budget Amendment Form

CITY OF CONROE

Meeting Date: June 23, 2022
Department: Administration
Contact: P. Virgadamo
DESCRIPTION: A resolution of the City Council of the City of Conroe authorizing a contract for the purchase of land at 202 North Frazier Street, Conroe, Texas; authorizing the Mayor to complete the purchase in accordance with the contract terms and to execute and deliver all documents and payments necessary to complete the purchase transaction in accordance with the terms of the contract.

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:

1. Is the request necessary?

2. Why was the item not budgeted in the normal budget process?

3. Why can a transfer not be made within the department?

A transfer within a department cannot be made to cover the amount of this expense.
Pending any other funding source, the purchase will be paid out of General Fund reserves.

Source of Funds & Amount of Amendment Needed:

☒ **Reserves**	$850,000.00	☐ **Grants**	$
☐ **Bond Proceeds**	$	☐ **Additional Revenues**	$

The Assistant City Administrator/CFO certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

☒ **Yes** ☐ **No**

5-Year Budget Impact

Expenditures						
Personnel	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Capital	850,000	-	-	-	-	850,000
Total	**$ 850,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 850,000**
Net Impact	**$ (850,000)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (850,000)**

CERTIFICATE FOR RESOLUTION

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members Todd Yancey, Marsha Porter, Howard Wood, and Harry Hardman,** did convene in public session in the Council Chamber of the City Hall at 300 West Davis in Conroe, Texas. The roll was called and a quorum was established, all members being present. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, AUTHORIZING A CONTRACT FOR THE PURCHASE OF 0.414 ACRES OF LAND AT 202 NORTH FRAZIER STREET IN CONROE, TEXAS; AUTHORIZING THE MAYOR TO COMPLETE THE PURCHASE AND EXECUTE AND DELIVER ALL DOCUMENTS AND PAYMENTS IN ACCORDANCE WITH THE CONTRACT TERMS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: _____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, AUTHORIZING A CONTRACT FOR THE PURCHASE OF 0.414 ACRES OF LAND AT 202 NORTH FRAZIER STREET IN CONROE, TEXAS; AUTHORIZING THE MAYOR TO COMPLETE THE PURCHASE AND EXECUTE AND DELIVER ALL DOCUMENTS AND PAYMENTS IN ACCORDANCE WITH THE CONTRACT TERMS.

* * * * * * * * * * * *

WHEREAS, the City Council has considered the Commercial Earnest Money Contract, the form of which is attached hereto as Exhibit A, providing for the sale from Simpson & Dabney to the City of Conroe, Texas of 0.414 acres of land, more or less, located at 202 North Frazier Street in Conroe, Texas for the sum of Eight Hundred Fifty Thousand Dollars and No/100 ($850,000.00); and,

WHEREAS, the City Council desires to enter into the contract and to authorize the Mayor to take such steps as may be necessary to complete the purchase:

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

Section 1. The contract attached hereto as Exhibit A is hereby approved and the Mayor is authorized to execute and deliver the contract on behalf of the City of Conroe.

Section 2. The Mayor is authorized to execute and deliver all documents and payments necessary to complete the purchase in accordance with the contract terms. The closing shall occur on or before the designated contract closing date after the City Administrator reports that all due diligence investigations and inquiries by the City staff have been satisfied.

Section 3. The City Council authorizes the payment of the purchase price of Eight Hundred Fifty Thousand Dollars and No/100 ($850,000.00) together with the premium for title insurance and such other reasonable and necessary costs of closing as are customarily associated with such transactions.

PASSED AND APPROVED this the 23rd day of June, 2022.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
GARY A. SCOTT, City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

COMMERCIAL EARNEST MONEY CONTRACT

This Earnest Money Contract (Agreement') concerns the purchase by **CITY OF CONROE** (hereinafter referred to as "Buyer") and sale by **SIMPSON & DABNEY** (hereinafter referred to as "Seller") of that certain real property and improvements referred to as **202 N FRAZIER, CONROE, TX 77301.**

TERMS AND CONDITIONS

For the mutual covenants contained in this Agreement, Seller agrees to convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the following terms and conditions:

1) PURCHASE PRICE: The total purchase price for the Property is Eight Hundred ~~and~~ Fifty Thousand and No/100 Dollars **($850,000.00)** (the "Purchase Price").

2) EARNEST MONEY DEPOSIT: Within 3 business days after the Effective Date of this Agreement (as defined below), Buyer shall deposit with Chicago Title, 2251 N Loop 336 W, Suite A, Conroe, TX 77304, Karen Smith Escrow Officer. ("Title Company") Eight Thousand ($8,000.00) in the form of a certified check, cashier's check or wire transfer as the earnest money deposit ("Deposit") to be held in trust for the benefit of the parties by Chicago Title ("Title Company") in its capacity as escrow agent in one or more fully insured and interest-bearing accounts of Federally insured banking or savings institution(s), pursuant to the terms of this Agreement. This sum, any additions thereto, and any interest earned thereon is the Deposit to be applied to the Purchase Price.

   If Buyer fails to timely deliver the Deposit, Seller may, at Seller's option, terminate this Agreement by delivering a written termination notice to Buyer.

3) CLOSING DATE: The closing of the sale will be on or before 30 calendar days after the completion of the 90-day feasibility period.
   A. At closing, Seller will execute and deliver, at Seller's expense, a warranty deed. The deed must include a vendor's lien if any part of the Purchase Price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those or other provisions of the Agreement. Seller must convey the Property at closing:

      (1) with no liens, assessments, or Uniform Commercial Code or other security

interest against the Property which will not be satisfied out of the Purchase Price; and

(2) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this Agreement.

B. At closing, Seller, at Seller's expense, will also deliver:

(1) tax statements showing no delinquent taxes on the Property;

(2) an assignment of all leases to or on the Property; if any;

(3) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations;

(a) licenses and permits;
(b) maintenance, management, and other agreements; and
(c) warranties and guaranties;

(4) evidence that the person executing this Agreement is legally capable and authorized to bind Seller; and

(5) any notices, statements, certificates, affidavits, releases, and other documents required by this Agreement, the title commitment, or applicable law that is necessary for the closing of the sale and the issuance of the title policy;

(6) At Buyer's expense, an Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price dated at or after the Closing Date, insuring Buyer against all loss under the Title Policy, subject only to:

(1) those title exceptions permitted by this Agreement or as may be approved by Buyer in writing; and

(2) the standard printed exceptions contained in the promulgated form of title policy. The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines may be deleted by Buyer at Buyer's sole cost and expense and at Buyer's sole option.

(7) possession of the Property to Buyer upon closing and funding of the sale in its present condition without any repairs Seller is obligated to complete under this Agreement, ordinary wear and tear excepted.

Until Closing Date, Seller will operate the Property in the same manner as on the

Effective Date.

C. At closing, Buyer will:

(1) Tender as directed by Title Company the amount of $850,000. The Earnest Money Deposit will be applied to the purchase price.

(2) deliver evidence that the person executing this Agreement is legally capable and authorized to bind Buyer;

(3) execute and deliver any notices, statements, certificates, or other documents required by this Agreement or law necessary to close the sale.

D. PRORATIONS: All utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs, and real estate and personal property taxes and other assessments and any payments in lieu of taxes with respect to the Property for the year in which the Closing occurs, shall be prorated to the Closing Date. Proration shall be made consistently with local customs and practices, including, without limitation, proration of real estate taxes based on the calendar year.

Closing Adjustments. Unless otherwise provided herein, the following items shall be adjusted between Seller and Buyer as of 12:01 a.m. on the Closing Date:

(a) The provisions of this paragraph may not specify all adjustments properly to be made in a transaction of this nature. Representatives of Seller and Buyer shall perform all of the adjustments through the Closing Date and any and all other adjustments not specifically referred to herein, which are appropriate and usual. The adjustments hereunder shall be calculated or paid in an amount based upon a fair and reasonable estimated accounting performed and agreed to by representatives of Seller and Buyer at the Closing. Subsequent final adjustments and payments shall be made in cash or other immediately available funds as soon as practicable after the Closing Date, and in any event within NINETY (90) days after the Closing Date, based upon an agreed accounting performed by representatives of Seller and Buyer.

E. SALES EXPENSES:

(1) Seller's Expenses: Seller will pay for the following at or before closing:

(a) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees:

(b) tax statements or certificates;

(c) preparation of the deed and any bill of sale;

(d) one-half of any escrow fee;

(e) costs to record any documents to cure title objections that Seller must cure; and

(f) other expenses that Seller will pay under other provisions of this Agreement.

(2) Buyer's Expenses: Buyer will pay for the following at or before closing:

(a) all loan expenses (for example, application fees, origination fees, discount fees, buy-down fees, commitment fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgage title policy expenses, credit report fees, document preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, loan related inspection fees, amortization schedule fees, courier fees, underwriting fees, wire transfer fees, and other fees required by Buyer's lender);

(b) preparation fees of any deed of trust;

(c) recording fees for the deed and any deed of trust;

(d) premiums for flood and hazard insurance as may be required by Buyer's lender;

(e) one-half of any escrow fee;

(f) copy and delivery fees for delivery of the title commitment and related documents; and

(g) other expenses that Buyer will pay under other provisions of this Agreement.

4) TITLE:

A. TITLE INSURANCE POLICY: Within Ninety (90) calendar days from contract execution or before the end of the feasibility period, Buyer shall obtain a commitment for a standard Texas owner's policy of title insurance ("Commitment") to be issued at the Closing Date by the Title Company for the Property.

B. SURVEY: Survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender:

Within TEN (10) days after the Effective Date of this Agreement, Seller shall furnish Seller's existing Survey of the Property to Buyer and the Title Company, along with Seller's Affidavit acceptable to the Title Company for approval of the Survey. If the Survey is not approved by the Title Company or Buyer's Lender, Buyer, at Buyer's expense, will obtain a new or updated survey acceptable to the Title Company within FORTY-FIVE (45) days after Seller receives notice that the existing Survey is not acceptable to the Title Company.

The survey must identify the Property by metes and bounds or platted lot description; show that the survey was made and staked on the ground with the corners permanently marked; set forth the dimensions and total area of the Property; show the locations of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights of way on the Property with all easements and rights of way referenced to the recording information; show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying in a special flood hazard area as shown on the current Federal Emergency Management Agency Flood Insurance Rate Map; and contain the Surveyors Certificates that the survey is true and correct.

Before the end of the Feasibility/Inspection period, following receipt of the above referenced documents, Buyer shall specify in writing any exceptions to which Buyer reasonably objects. If Buyer fails to object within this time period, all of Buyer's objections shall be deemed to be waived. If Buyer objects to any exceptions, Seller shall, within FIVE (5) calendar days after receipt of Buyer's objections,

deliver to Buyer written notice that either (i) Seller will, at Sellers expense, attempt to remove the exception(s) to which Buyer has objected before the Closing Date or (ii) Seller is unwilling or unable to eliminate said exception(s). If Seller fails to so notify Buyer or is unwilling or unable to remove any such exception by the Closing Date, Buyer may either (i) elect to terminate this Agreement and receive back the entire Deposit, in which event Buyer and Seller shall have no further obligations under this Agreement; or, alternatively, (ii) Buyer may elect to purchase the Property hereunder subject to such exception(s).

5) NOTICES:

A. SPECIAL ASSESSMENT DISTRICTS: If the Property is determined to be situated within a utility district or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver to Buyer as part of the title documents the required written notice ("MUD Notice") and Buyer agrees to acknowledge receipt of the MUD Notice in writing prior to the Closing Date. The MUD Notice shall set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Buyer of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. Buyer and Seller hereby agree and acknowledge that Agent shall have no responsibility for determining whether the Property is in any such district, nor the compliance by any party with the requirements applicable to such property. If applicable, Buyer, Seller and their respective legal advisors shall prepare and execute an appropriate Addendum to this Agreement as they deem necessary.

B. TIDALLY INFLUENCED PROPERTY: If the Property abuts the tidally influenced waters of the state, Section 33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included in this Agreement. Buyer and Seller hereby agree and acknowledge that Agent shall have no responsibility for determining whether the Property is a tidally influenced property, nor the compliance by any party with the requirements applicable to such property. If applicable, Buyer, Seller, and their respective legal advisors shall prepare and execute an appropriate Addendum to this Agreement as they deem necessary.

C. ABSTRACT: At the time of the execution of this Agreement, Buyer acknowledges that Agent has advised and hereby advises Buyer, by this writing, that Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtains a policy of title insurance.

D. DISCLOSURE OF REAL ESTATE LICENSURE: Seller's principal is a licensed Texas Broker.

E. INTRACOASTAL WATERWAY: If the Property is located seaward of the Gulf Intracoastal Waterway, Section 61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this

Agreement.

F. MOLD/ALLERGEN ADVISORY: Buyer is advised of the possible presence within properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Agent strongly recommends that Buyer contact the Texas Department of Health for further information on this topic. Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Buyer's physical condition inspection of the Property, and Buyer is further advised to obtain from such qualified professionals information regarding the level of health-related risk involved and the advisability and feasibility of eradication and abatement. Buyer is expressly cautioned that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible presence of mold and botanical allergens. Buyer acknowledges that Agent has not made any investigation, determination, warranty or representation with respect to the possible presence of mold or other botanical allergens, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore.

6) MATERIAL FACTS:

To the best of Seller's knowledge and belief: (Check (A) or (B) only)

___ (A) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.

___ (B) Seller is not aware of any of the following, except as described otherwise in this Agreement:

(1) any subsurface: structures, pits, waste, springs, or improvements;

(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(3) any environmental hazards or conditions that affect the Property;

(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;

(5) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;

(6) whether wetlands, as defined by federal or state law or regulation, are on the Property;

(7) whether threatened or endangered species or their habitat are on the Property; and

7) any material physical defects in the improvements on the Property.

INSPECTION CONTINGENCIES:

7.1) INSPECTIONS, STUDIES, OR ASSESSMENTS:

(A) Within NINETY (90) days after the Effective Date, Buyer, at Buyer's expense, may complete or cause to be completed inspections, studies, or assessments of the Property, including all improvements and fixtures. Inspections, studies, or assessments may include, but are not limited to:

(1) physical property inspections (for example, structural pest control, mechanical, structural, electrical, and plumbing inspections);

(2) economic feasibility studies;

(3) environmental assessments (for example, soil tests, air sampling, and paint sampling);

(4) engineering studies; and

(5) compliance inspections (for example, compliance determination with zoning ordinances, restrictions, building codes, and statutes).

(B) Seller, at Seller's expense, in cooperation with any tenant, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(C) Buyer must:

(1) employ only trained and qualified inspectors and assessors;

(2) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(3) abide by any reasonable entry rules or requirements that Seller may require;

(4) not interfere with existing operations or occupants of the Property; and

(5) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(D) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this Agreement.

7.2) FEASIBILITY PERIOD & RIGHT TO TERMINATE: Buyer may terminate this Agreement for any reason within NINETY (90) calendar days after the Effective Date by providing Seller with written notice of termination. If Buyer does not terminate within this time period, Buyer's objections for

inspections shall be deemed to be waived. If this Agreement is properly terminated by Buyer, the Deposit less the non-refundable portion ($100 Independent Consideration) will be promptly returned to Buyer and the parties will have no further rights or obligations under this agreement except for any that expressly survive the termination of this Agreement.

7.3) CURRENT OPERATIONS: After Buyer's right to terminate under paragraph 7.23 expires, Seller may not enter into, amend, or terminate any other agreement that affects the operations of the Property without Buyer's prior written approval. Seller will continue to operate the Property in its normal course of business, including routine maintenance, payment of insurance premiums, and other day-to-day obligations.

7.4) NONCONFORMANCE: Buyer has or will independently investigate and verify to Buyer's satisfaction the extent of any limitations of uses of the Property. Buyer acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Buyer. However, if Seller is aware of pending zoning changes and/or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose same to Buyer.

8) SELLER EXCHANGE: Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

9) BUYER EXCHANGE: Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

10) "AS IS" CONDITION OF PROPERTY: AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT EXCEPT FOR THE EXPRESS REPRESENTATIONS IN THIS AGREEMENT, BUYER IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT

DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, ASSERTION OR NONASSERTION BY SELLER OR SELLER'S AGENTS WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY. BUYER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). THIS PROVISION WILL SURVIVE THE CLOSING.

Seller's Initials_____Buyers Initials _____

11) RISK OF LOSS: Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer or Buyer's designee. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the Closing Date, Buyer shall have the option of demanding and receiving back the Deposit, with the parties being released from all obligations of this Agreement, or, alternatively, taking such improvements as Seller can deliver. Seller shall pay all deductible amounts that are due under the insurance policy and assign all insurance proceeds to Buyer and credit the amount of the deductible due under the insurance policy and will give Buyer a credit against the Purchase Price at closing. Upon Buyer's removal of all inspection contingencies set forth in this Agreement relating to the condition of the Property, Seller shall maintain the Property through the Closing Date in substantially the same condition and repair as approved by Buyer, reasonable wear and tear excepted.

12) CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

(A) terminate this Agreement by providing written notice to Seller within FIFTEEN (15) days after Buyer is advised of the condemnation proceedings and the Deposit, less any independent consideration under Paragraph 7.3, will be refunded to Buyer; or

(B) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the Purchase Price will be reduced by the same amount; or

(2) Buyer and the Purchase Price will not be reduced.

13) DEFAULT:

(A) If Buyer fails to comply with this Agreement, Buyer is in default and Seller:

(1) may terminate this Agreement and receive the Deposit as liquidated damages, thereby releasing the parties from this Agreement;

(B) If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates or the commitment, Buyer may:

(1) terminate this Agreement and receive the Deposit, less any independent consideration under Paragraph 7.2~~3~~, as the sole remedy; or

(2) extend the time for performance up to FIFTEEN (15) days and the closing will be extended as necessary.

(C) Except as provided in Paragraph 13B, if Seller fails to comply with this Agreement, Seller is in default and Buyer may:

(1) terminate this Agreement and receive the Deposit, less any independent consideration under Paragraph 7.~~3~~2, as liquidated damages, thereby releasing the parties from this Agreement; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

14) ESCROW:

(A) At closing, the Deposit will be applied to the Purchase Price.

(B) At closing, Seller will execute and deliver, a ~~Special~~ Warranty Deed. ~~with Vendors Lien~~.

(B) If both parties make written demand for the Deposit, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.

(C) If one party makes written demand for the Deposit; escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within THIRTY (30) days after the date escrow agent sent the demand to the other party, escrow agent may disburse the Deposit to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Deposit and escrow agent may pay the same to the creditors.

(D) Escrow agent will deduct any independent consideration under Paragraph 7.3 before disbursing any Deposit to Buyer and will pay the independent consideration to Seller.

(E) If escrow agent complies with this Paragraph 14, each party hereby releases escrow agent from all claims related to the disbursal of the Deposit.

(F) Notices under this Paragraph 14 must be sent by certified mail, return receipt requested, or by fax. Notices to escrow agent are effective upon receipt by escrow agent.

15) ROLLBACK TAXES: If Seller changes the use of the Property before closing or if a denial of the special evaluation of the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest for periods before closing, the assessments will be the obligation of the Seller. This paragraph 15 survives the Closing Date.

16) AUTHORIZATION: Buyer and Seller authorize Agent to disseminate sales information regarding this transaction, except the Purchase Price of the Property.

17) NO BROKERS: Buyer and Seller agree there are no Brokers involved in this transaction other than Worldwide Commercial, PLLC.

18) ARBITRATION OF DISPUTES: N/A

19) SUCCESSORS & ASSIGNS: This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto

20) ATTORNEYS' FEES: In any dispute arising out of this Agreement or the transaction contemplated herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees, experts' fees and costs, including costs of arbitration or other legal proceeding, in addition to any other relief to which that party may be entitled.

21) TIME: Time is of the essence of this Agreement. The parties require strict compliance with the times for performance. If the last date to perform under a provision of this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance is extended until 5:00 p.m. the next day which is not a Saturday, Sunday or legal holiday.

22) FOREIGN INVESTOR DISCLOSURE: Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax At (FIRPTA) and regulations promulgated there under. Buyer and Seller both agree to provide a signed FIRPTA form to Agent on or before the closing date.

23) ACCEPTANCE AND EFFECTIVE DATE: The "Effective Date" of this Agreement for the purpose of performance of all obligations is the date the escrow agent receives this

Agreement after all parties execute this Agreement.

This Agreement may be executed in counterparts, and transmitted by facsimile by and to the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.

24) GOVERNING LAW: This Agreement shall be construed under and governed by the laws of the State of Texas and, unless otherwise provided herein, all obligations of the parties hereunder are to be performed in the county where the Property is located.

25) NON-DISCRIMINATION: Buyer and Seller acknowledge that it is illegal for either Seller, Buyer or Agent to refuse to lease or sell to any person on the basis of, without limitation, race, color, religion, national origin, sex, age, marital status or physical disability.

26) INTEGRATION AND SURVIVAL: This Agreement contains the entire understanding and agreement between Buyer and Seller concerning the subject matter herein, and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, between the Buyer and Seller, concerning the subject matter hereof. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this Agreement, and there are no warranties or representations with respect to the Property or this Agreement of any nature whatsoever either express or implied, except as set forth herein. Should any provision of this Agreement or portion thereof be deemed illegal, invalid or otherwise unenforceable, then to the maximum extent permitted by law, the remainder of the Agreement shall remain valid and binding as between the parties.

27) NOTICES: All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below, unless otherwise agreed by the parties. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to 5:00 p.m. the next business day. All notices between Buyer and Seller must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent via a nationally recognized overnight carrier, or sent by facsimile transmission or email to the parties' addresses set out as follows:

Seller:	Buyer:
Simpson & Dabney 202 N Frazier St Conroe, TX 77301	City of Conroe – City Administrator 300 W Davis Conroe, TX 77301

28) AGREEMENT AS OFFER. The execution of this Agreement by the first party constitutes an offer to purchase or sell the Property. Unless, within 5 days after the date of execution of this Agreement by the first party, this Agreement is accepted by the other party by signing the offer and delivering a fully executed copy to the first party or Title Company, the offer of this Agreement will be deemed automatically withdrawn, and the Deposit, if any, will be promptly returned to Buyer.

29) OTHER TERMS AND CONDITIONS:

30.1) Extension: Seller and Buyer agree that seller will have Ninety (90) calendar days to close down and remove all not real estate items from the current business. This agreed upon extension will be given without any additional costs or rent to the Seller.

BUYER AND SELLER HEREBY ACKNOWLEDGE THAT AGENT HAS ADVISED THE PARTIES TO CONSULT WITH THEIR RESPECTIVE LEGAL COUNSEL CONCERNING THE LEGAL EFFECT AND VALIDITY OF THIS AGREEMENT PRIOR TO ITS EXECUTION.

The rest of this page intentionally left blank

Executed below and to be effective as of the Effective Date.

SELLER:

SIMPSON & DABNEY

_____

DATE: _____, 2022

BUYER:

_____

MARK STEFFENSON

DATE: _____, 2022

SELLER ATTORNEY:

Robert Lawrence Rice, V
3003 West Davis Street
Conroe, Texas 77304
(936) 539- 9600
email@riceattorneys.com

BUYER ATTORNEY:

Gary A. Scott
City of Conroe Legal Department
300 West Davis Street
Conroe, Texas 77301
(936) 522-3030

TITLE COMPANY RECEIPT: The title company acknowledges receipt of this contract on _____ (the Effective Date) and, upon receipt of the Deposit, accepts the Deposit subject to the terms and conditions in this Agreement.

DATE: _____, 2022

TITLE COMPANY:

_____Title Company

_____

RECEIPT ACKNOWLEDGED

Agenda Submittal Form

CITY OF CONROE

☐ Workshop ☒ Regular Council

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

Meeting Date:	June 23, 2022
Department:	Police Department
Contact:	Jeff Christy

Description

State of Texas; Motor Vehicle Crime Prevention Authority Grant Program- RESOLUTION

Summary

Resolution by Council approving the submission of a grant request and designating Lt. James Waller as the grantee's authorized official. The requested grant funding would be used for the lease of 10 additional FLOCK LPR Cameras. Acceptance of this grant requires 20% City matching funds. $5000 City match / $20,000 grant funded. Plus installation fee ($3500)

Recommendation

Recommend approval of resolution.

Fiscal Impact

☒ Yes ☐ No

Expenditure Amount:	28,500.	Revenue Amount:	$20,000.
Account Number:	831-9050		

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

Financial Review Complete: CHB

Attachments

Resolution
Flock Safety quote

Submitted By:

Admin:

Agenda Submittal Form

CITY OF CONROE

☐ Workshop ☒ Regular Council

Meeting Date:	June 23, 2022
Department:	Police Department
Contact:	Jeff Christy

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

Description

Department of Justice Office of Community Oriented Policing Services (COPS) Grant Program-RESOLUTION

Summary

Resolution by Council approving the submission of a grant request and designating Lt. James Waller as the grantee's authorized official. The requested funding of a maximum of $2.5M during the three-year funding period. City of Conroe matching funds would be approximately $3,424,620 for the 3-year funding period (personnel expenses only). The grant would be utilized to fund twenty (20) police officer positions (pay and benefits up to $125,000 per officer) for the funding period. Funding for fiscal year 22/23.

Recommendation

Recommend approval of resolution.

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount:	15,556,498	Revenue Amount:	$2,500,000.
Account Number:	0001-1203		

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

Financial Review Complete: CHB

Attachments

Resolution
Grant documents

Submitted By: _____

Admin: _____

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

Meeting Date:	June 23, 2022
Department:	Fire Department
Contact:	Ken Kreger, Fire Chief

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

Description

Hire PGAL and sign AIA contract to provide the Architectural and Engineering Design services for new Fire Station #8 and related site work. The fee for this service is fixed at $269,000, which is less than 5% of the projected $5.5 million construction cost. Additional cost, if we chose to utilize them are an Alta Survey; Tree Survey; Geotechnical Survey; and/or Design of widening of Presswood (Civil Engineering).

Summary

The Fire Station design committee reviewed 9 submittals from reputable firms and interviewed 3 of them. PGAL was chosen as the overall best value due to the decision to use the previous design of Fire Station #7 as a site adapt, with only minor changes. These would be site/civil design; Landscape design; Foundation design; and some limited rooms modifications for better efficiency of space. The contract also requests reimbursable cost for out-of-pocket expenses with a budget of $5,000.

Recommendation

The committee recommends accepting the fixed fee proposal and AIA contract with PGAL for $274,000. This cost is budgeted in the current CIP.

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount:	$274,000	Revenue Amount:	$
Account Number:	606-8080-9020-I37		

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

Financial Review Complete: CAB

Attachments

Revised PEE Proposal for A/E Services; AIA Document Agreement with PGAL

Submitted By: Ken Kreger

Admin:

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	06.23.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

Description
Consider partial release of a Sanitary Sewer Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of a Sanitary Sewer Easement (Doc No. 2020110484 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

A Public Hearing was conducted at the Workshop on June 22, 2022.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

Agenda Submittal Form

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

Meeting Date:	06.23.22
Department:	Engineering
Contact:	Thomas E. Woolley, Jr.

☐ Ordinance ☐ Resolution
☐ Presentation ☐ Bid Award
☐ Hearing ☐ Consent
☐ Executive Session

Description
Consider partial release of an Access Easement in the proposed Montgomery Oaks Section 2 Subdivision.

Summary
On behalf of the developer, Meritage Homes, Windrose has requested the partial abandonment of an Access Easement (Doc No. 2020110485 O.P.R.M.C.) in the proposed Montgomery Oaks Section 2 Subdivision.

When the Montgomery Oaks right-of-way extension is recorded in the Section 2 plat, the portion of the existing easement located within those rights-of-way will become obsolete.

The preliminary plat of Montgomery Oaks Section 2 Subdivision has been conditionally approved by the Planning Commission and the abandonment is a condition which must be addressed prior to final plat approval. The existing easement is not needed and must be released prior to final plat approval.

A "Release of Easement" has been provided for the Mayor's signature.

A Public Hearing was conducted at the Workshop on June 22, 2022.

Recommendation
Staff recommends abandonment of the portion of the easement within the right-of-way, so the plat may be approved.

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
Request Letter, Release of Easement and Maps

Submitted By: _____ Admin: _____

Agenda Submittal Form

City of Conroe

☐ Workshop ■ Regular Council

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

Meeting Date:	6/23/21
Department:	CEDC
Contact:	Danielle Scheiner

Description

Consider and approve resolution consenting to the assignment and assumption of the City of Conroe Tax Abatement Agreement dated January 22, 2018 between Norman Conroe TX LLC as assignor, to Bayshore Parcel, LLC, OBP Conroe, LLC and PIC Conroe, LLC collectively as assignees

Summary

The City of Conroe entered into a Tax Abatement agreement with FedEx Freight, Inc. and Scannell Properties #292, LLC in January 2018. Scannell Properties #292, LCC sold the property and assigned the Tax Abatement to Norman Conroe TX LLC and they have assumed all of the obligations of Scannell Properties #292, LLC under the agreement. Norman Conroe TX LLC has subsequently sold the property and assigned the Tax Abatement to Bayshore Parcel, LLC whereby they have assumed all of the obligations of Scannell Properties #292, LLC under the agreement. Bayshore Parcel, LLC, OBP Conroe, LLC and PIC Conroe, LLC, collectively request the City to approve the assignment and assumption of the Tax Abatement agreement.

Recommendation

Staff recommends approval of this assignment

Fiscal Impact ☐ **Yes** ■ **No** *(impact is in potential for deferred tax revenue)*

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

Resolution – FedEx Assignment Tax Abatement to Bayshore Parcel
Assignment of Assigned Property (for reference)
Tax Abatement Agreement – Fully Executed (for reference)

Danielle Scheiner

Submitted By:

Admin:

CERTIFICATE FOR RESOLUTION

I.

On the 23rd day of June, 2022, the City Council of the City of Conroe, Texas consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem, Council Members Todd Yancey, Marsha Porter, Howard Wood, and** _____, did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to wit: **Jody Czajkoski, Mayor.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

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

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF THE CITY OF CONROE TAX ABATEMENT AGREEMENT DATED JANUARY 22, 2018 BETWEEN NORMAN CONROE TX LLC AS ASSIGNOR, TO BAYSHORE PARCEL, LLC, OBP CONROE, LLC AND PIC CONROE, LLC COLLECTIVELY AS ASSIGNEE(S); PROVIDING FOR EFFECTIVE DATE AND OTHER MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution, except the following: _____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 23rd day of June, 2022.

_____

SOCO M. GORJON, City Secretary

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF THE CITY OF CONROE TAX ABATEMENT AGREEMENT DATED JANUARY 22, 2018 BETWEEN NORMAN CONROE TX LLC AS ASSIGNOR, TO BAYSHORE PARCEL, LLC, OBP CONROE, LLC AND PIC CONROE, LLC COLLECTIVELY AS ASSIGNEE(S); PROVIDING FOR EFFECTIVE DATE AND OTHER MATTERS.

* * * * * * * * * * * *

WHEREAS, on January 22, 2018, the City of Conroe entered into a Tax Abatement Agreement with FedEx Freight, Inc. and Scannell Properties #292, LLC providing for a tax abatement on property owned by Scannell Properties #292, LLC and leased to FedEx Freight, Inc., (hereinafter "Tax Abatement Agreement"); and,

WHEREAS, pursuant to the Tax Abatement Agreement, the property subject to the Tax Abatement Agreement could be sold by Scannell Properties #292, LLC under certain conditions and the sale of the property would not be a default under the Tax Abatement Agreement; and,

WHEREAS, Scannell Properties #292, LLC sold the property subject to the Tax Abatement Agreement to Norman Conroe TX LLC and assigned the Tax Abatement Agreement to Norman Conroe, TX LLC and Norman Conroe TX LLC has assumed all of the obligations of Scannell Properties#292, LLC under the Tax Abatement Agreement; and,

WHEREAS, Norman Conroe TX LLC sold the property subject to the Tax Abatement Agreement to Bayshore Parcel, LLC and assigned the Tax Abatement Agreement to Assignee whereby Assignee assumed all of the obligations of Scannell Properties #292, LLC under the Tax Abatement Agreement; and,

WHEREAS, Bayshore Parcel, LLC, OBP Conroe, LLC and PIC Conroe, LLC, collectively request the City to approve the assignment and assumption of the Tax Abatement Agreement.

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

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

Section 2. The City of Conroe, Texas hereby consents to and approves the assignment of the Tax Abatement Agreement and Bayshore Parcel, LLC, OBP Conroe, LLC and PIC Conroe, LLC, collectively, as Assignee's assumption of the obligations of Scannell Properties #292, LLC under the Tax Abatement Agreement as set forth in the Assignment of Assigned Properties as attached to this Resolution and presented to the City Council of the City of Conroe.

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

PASSED AND APPROVED this the 23rd day of June, 2022.

JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

GARY A. SCOTT, City Attorney

ATTEST:

SOCO M. GORJON, City Secretary

ASSIGNMENT OF ASSIGNED PROPERTY

This Assignment of Assigned Property (this "**Assignment**") is made and entered into May 5, 2022, by and between NORMAN CONROE TX LLC, a Nevada limited liability company ("**Assignor**"), and BAYSHORE PARCEL, LLC a Florida limited liability company, OBP CONROE, LLC, a Florida limited liability company, and PIC CONROE, LLC, a Florida limited liability company (collectively, "**Assignee**").

Assignor and Barron Collier Partnership, LLLP, a Florida limited liability limited partnership ("**BCP**") entered into that certain Agreement of Purchase and Sale dated February 28, 2022, as amended by First Amendment dated as of March 24, 2022, as assigned by BCP to Assignee and amended therewith by that certain Assignment and Assumption of and Amendment to Agreement for Purchase and Sale dated as of April 18, 2022 (collectively, the "**Purchase Agreement**"). As such, Assignor and Assignee are parties to the Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement and the provisions of the Purchase Agreement are incorporated herein by reference. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

For good and valuable consideration paid by Assignee to Assignor pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title, and interest in the Assigned Property. For purposes of this Assignment, the "**Assigned Property**" shall mean (a) all zoning, use, occupancy and operating permits, and other permits, licenses, approvals and certificates, maps, plans, specifications, (b) all other Tangible Personal Property and Intangible Personal Property, owned or held by Assignor and used exclusively in the use or operation of the Real Property (each as defined in the Purchase Agreement), and (c) all of Assignor's rights under (i) that certain Tax Abatement Agreement between the City of Conroe, Texas, Tenant and Scannell Properties #292, LLC ("**Scannell**") and executed in January of 2018, and (ii) that certain Tax Abatement Agreement between Montgomery County, Texas, Tenant and Scannell and executed in October of 2017, and (iii) that Assignment and Assumption of Lease and Tax Abatement Agreements dated January 24, 2019 between Scannell and Seller, all subject to the limitations set forth in the Purchase Agreement.

Subject to Assignor's indemnity obligations set forth in the Purchase Agreement, Assignee assumes the payment and performance of, and agrees to pay, perform and discharge, all the debts, duties and obligations regarding Assigned Property that arise from and after the Closing Date (as defined in the Purchase Agreement). All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and signatures affixed electronically and/or transmitted via fax and/or email shall constitute and may be relied upon as originals by all parties, for all purposes.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the parties have executed this Assignment of Assigned Property as of the date first above written.

ASSIGNOR:

NORMAN CONROE TX LLC
a Nevada limited liability company

By: Don Roger Norman
Don Roger Norman, Manager

ASSIGNEE:

OBP CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

PIC CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

BAYSHORE PARCEL, LLC
a Florida limited liability company

By: _____
Printed Name:_____
Title:_____

IN WITNESS WHEREOF, the parties have executed this Assignment of Assigned Property as of the date first above written.

ASSIGNOR:

NORMAN CONROE TX LLC
a Nevada limited liability company

By: _____
Don Roger Norman, Manager

ASSIGNEE:

OBP CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

PIC CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

BAYSHORE PARCEL, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment of Assigned Property as of the date first above written.

ASSIGNOR:

NORMAN CONROE TX LLC
a Nevada limited liability company

By: _____
Don Roger Norman, Manager

ASSIGNEE:

OBP CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

PIC CONROE, LLC
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

By: _____
Brian Goguen, CIO

BAYSHORE PARCEL, LLC
a Florida limited liability company

By: Joan F. Tobin
Printed Name: Joan F. Tobin
Title: Manager

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

TAX ABATEMENT AGREEMENT

This tax abatement agreement ("Agreement") is by and between the **City of Conroe, Texas,** a Texas home rule municipality (hereinafter "City") acting by and through its City Council, and **FedEx Freight, Inc.** ("FedEx"), an Arkansas corporation, acting by and through its authorized officer and **Scannell Properties #292, LLC,** an Indiana limited liability company, acting by and through its authorized manager ("Scannell"). The City, FedEx or Scannell may be referred to singly as "party" or collectively as "parties."

WHEREAS, recognizing that large-scale capital investments within the City benefit the City by creating additional jobs and expanding the City's tax base, the City adopted a resolution electing to participate in tax abatement, and

WHEREAS, the City adopted its guidelines and criteria for tax abatement by Resolution 4308-16 on November 10, 2016 ("Guidelines"), which Guidelines are fully incorporated into this Agreement, and

WHEREAS, Scannell owns certain taxable real property ("Real Property") located in the City within the Conroe Park North Industrial Park Tax Abatement Reinvestment Zone, a reinvestment zone designated by the City of Conroe Ordinance No. 2341-16 on September 22, 2016, and

WHEREAS, Scannell proposes to construct a new distribution facility of approximately 78,455 SF to be leased and operated by FedEx on the Real Property, and such parties will invest millions of dollars and create approximately 96 new full-time jobs and 35 new part-time jobs (the "Project") if the parties can secure tax abatements or other incentives from the City;

WHEREAS, the City has reviewed FedEx's application for tax abatement ("Application"), which is fully incorporated into this Agreement, and based on the representations made in the application the City finds that the Project satisfies the guidelines and criteria and qualifies for tax abatement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, City, Scannell and FedEx agree as follows:

Article 1. Authorization

This Agreement is authorized by Chapter 312 of the Texas Tax Code (the "Property Redevelopment and Tax Abatement Act") and by Resolution No. 4308-16 adopted by the City Council on November 10, 2016.

Article 2. Definitions

- "Abatement Period" – the period beginning on January 1, 2018, and ending on December 31, 2025.
- "Application" – the application for tax abatement submitted to the County Tax Assessor by FedEx and all amendments, supplements and information submitted in conjunction with the application for tax abatement.
- "Base Year Value" – the Certified Full Market Appraised Value as of the Real Property (land only without improvements) as determined by Montgomery Central Appraisal District ("MCAD") which is agreed to be $3,276,660.
- "Certified Full Market Appraised Value" – a taxable property's appraised value before abatements, special use valuations, or exemptions are given as determined by Montgomery Central Appraisal District ("MCAD").
- "Fixed Personal Property" -- personal property that has been attached to land or improvements in a manner that:
  - Would cause damage to the property if the fixture were to be removed;
  - Renders use of the fixture essential to the use of the property; or
  - Is attached in such a manner as to indicate that the party who installed the article intended for it to become a part of the real property.

"Fixed Personal Property" includes all replacements and accessions to personal property otherwise qualifying as Fixed Personal Property.

- "Full Time Job" – a position of employment with FedEx at the Real Property that provides at least 1,560 compensable hours of work per year (including vacation,

sick leave or other hours of compensable leave) with a minimum straight time hourly rate of $15.00 per hour excluding employer contributions for insurance or other benefits of employment. Only permanent jobs in the direct employ of FedEx shall be considered Full Time Jobs.

- "Real Property" – approximately 45.57 acres of land, more or less, located at Pollok Dr., Conroe, Texas 77303, being Restricted Reserves "B", "C", "D" and "E", Block 4 of Conroe Park North Section 6, according to the map or plat thereof recorded in Cabinet Z, Sheet 1691, Map Records of Montgomery County, Texas or the subsequent replat thereof, said land being vacant of improvements at the time of execution of this tax abatement agreement.

- "Eligible Improvements" - The improvements that qualify for tax abatement under this Agreement are a new 78,455 SF distribution facility to be constructed on the Real Property and leased and operated by FedEx together with the related Fixed Personal Property to be installed in the distribution facility on the Real Property.

- "Project" – The construction of the Eligible Improvements on the Real Property together with the addition of approximately 96 new full-time jobs and 35 new part-time jobs to be employed by FedEx on the Real Property. Both the construction of the Eligible Improvements and job creation requirements are essential consideration for this Agreement without which it would not have been approved by City.

Article 3. Representations by Scannell and FedEx

Scannell represents that:

- it owns the Real Property;

- the Real Property is currently located within the boundaries of a reinvestment zone designated within the last five years by the City of Conroe; and

- no interest in the Real Property is held or leased by a member of the City Council; and

- the person executing this Agreement on behalf of Scannell is duly authorized to execute this Agreement and bind Scannell to all terms hereof.

FedEx represents that:

- it currently owns or will on or before January 1, 2018 own a leasehold interest in the Real Property that will continue through the end of the Abatement Period;
- all of the information included in its Application is accurate to the best of its knowledge and belief, and FedEx further represents that it will promptly supplement the application with accurate information if it learns that any information contained therein is inaccurate or ceases to be accurate for any reason.

Article 4. Terms of this Agreement

a. The Real Property's current tax account number are: 3453-06-03000, 3453-06-03100, 3453-06-03200 and 3453-06-03300. It is understood and agreed that the Montgomery Central Appraisal District may assign a different or additional account number or numbers to the Real Property or the Eligible Improvements.

b. Scannell and FedEx agree to invest at least $18.0 million in the Eligible Improvements (inclusive of hard and soft costs) to develop the Project and install and equip the Project with Fixed Personal Property with an original cost of at least $732,000.

c. Subject to delays arising from events of force majeure, Scannell agrees to substantially complete construction of the Eligible Improvements by December 31, 2018.

d. FedEx agrees that the number of persons directly employed by FedEx in Full Time Jobs at the Real Property shall be at least the numbers shown below and shall have the associated annual payroll in 2017 U.S. dollars as shown below:

No. of Full Time Jobs	*Payroll*	*Date*
Fifty-one (51)	*$ 2,868,750*	*December 31, 2019*
Ninety-six (96)	*$ 5,400,000*	*December 31, 2024*

e. FedEx agrees to use the Real Property and Eligible Improvements to operate a distribution facility for a period starting on or around January 1, 2019, and continuing through the end of the sixth calendar year after the end of the Tax Abatement Period. The City may approve a change of the Real Property's use if the City determines that the change is consistent with the City's guidelines and criteria. This approval must be in writing and executed by the City Council before the change of use occurs.

f. Scannell and FedEx agree to maintain the Real Property and Eligible Improvements in good repair and condition during the period of construction, upon completion of the Project, and at all times through the end of the sixth calendar year after the end of the Abatement Period.

g. Scannell and FedEx agree that all improvements constructed on the Real Property shall be constructed, installed, and operated in accordance with all applicable federal, state, and local laws and regulations.

h. Scannell and FedEx shall not allow any ad valorem taxes levied on the Real Property or any Eligible Improvements of the Project to become delinquent, FedEx shall timely file all required rendition statements to the appropriate authority, and FedEx shall timely apply each year to the Montgomery Central Appraisal District for an exemption based on the tax abatement herein granted.

i. Scannell and FedEx shall allow the City's employees, agents, and representatives access to the Real Property and the Project and to FedEx's applicable business records at any reasonable time to ensure their compliance with the terms of this Agreement.

j. Scannell and FedEx shall allow the Montgomery Central Appraisal District's employees, agents, and representatives access to the Real Property and the Project and to FedEx's business records at any reasonable time to aid Montgomery Central Appraisal District in ensuring their compliance with the terms of this Agreement.

k. FedEx shall provide Montgomery Central Appraisal District with a full detailed cost report on all improvements upon completion and all personal property costs (including Fixed Personal Property) upon installation.

l. Any subsequent buyer of the Real Property must assume in writing the obligations of Scannell under this Agreement.

Article 5. Tax Abatement

a. If Scannell and FedEx complete the Eligible Improvements in accordance with the terms of this Agreement, City agrees to grant Scannell and FedEx an abatement of the City ad valorem taxes during the Abatement Period on that portion of the Certified Full Market Appraised Value of the Eligible Improvements and Real Property that exceeds the Base Year Value of $3,276,660. **Taxes on business personal property**

(other than Fixed Personal Property) and inventory shall not be abated. This tax abatement is granted by official action of the City Council according to the following schedule:

Tax Year of Abatement	Percentage of Taxes Abated
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

b. For each year during the Abatement Period, the tax abatement shall not apply to the Base Year Value, which value shall be fully taxable. The taxable appraised values shall be determined by the Montgomery Central Appraisal District, subject to the taxpayer's respective rights under the Texas Tax Code to protest and appeal those values.

c. Notwithstanding anything else to the contrary in this Agreement, the tax abatement granted herein shall not apply to property that is ineligible under the City's Guidelines as described in Section III(e) "Ineligible Property" of the Guidelines. Such property shall be fully taxable.

Article 6. Reporting Requirements

a. FedEx shall provide annual written reports to the City and to Scannell during the term of this Agreement, which reports shall be due on July 1 of each year. The first report shall be due on July 1, 2018, and the last report shall be due on July 1, 2026. The reports shall be submitted to the County Tax Assessor and Conroe City Administrator. Except where otherwise noted, each report shall contain the following information:

b. A statement of whether the Eligible Improvements have been completed (this information is only required for the report due July 1, 2019);

c. The number of Full Time Employees employed by FedEx at the Property during each quarter of the previous year;

d. The amount invested in the Project during the previous year;

e. The status of the Real Property's use during the year preceding the report;

f. Any change in the identity of FedEx's principals since the last report (except for changes that affect less than 10% of FedEx's ownership);

g. Any significant change to FedEx's financial status;

h. Any other material change to matters reported in FedEx's Tax Abatement Application;

i. Any other information as reasonably requested in writing by the City Administrator or City Council; and

j. A statement signed by authorized officers of FedEx, certifying that FedEx is in compliance with each term of this Agreement.

Upon the City's written request, FedEx shall also provide to the City any supporting documentation and information deemed reasonably necessary by the City to review FedEx's compliance with this Agreement, including but not limited to: redacted payroll records, redacted or publicly available financial statements, redacted employee personnel records, and applicable loan or financing records and documentation. Upon FedEx's request, any such information deemed confidential by law may be made available for the City's review in FedEx's offices in the City.

Article 7. Event of Default

The City may declare a default upon the occurrence of any one or more of the following circumstances:

a. If, at any time after January 1, 2020 and during the remainder of the Abatement Period, the number of persons directly employed by FedEx in Full Time Jobs that actually work or office at the Property falls below the number of Full Time Jobs as set forth in Article 4(d) of this Agreement for a period in excess of thirty (30) days, or more than five (5) times during the Abatement Period or within three (3) years thereafter;

b. If, at any time after January 1, 2020 and during the remainder of the

Abatement Period, FedEx's total annual payroll for person's employed on the Property in Full Time Jobs falls below the levels specified in Article 4(d) for any two years.

c. Subject to delays arising from events of force majeure, if construction of the Eligible Improvements is not substantially completed by December 31, 2018;

d. If, at any time during the Abatement Period, FedEx refuses, fails or neglects to comply with any of the terms of this Agreement, including without limitation, failing to pay any and all ad valorem taxes on the any real or personal property owned, possessed or controlled by FedEx located on the Real Property;

e. If, at any time during the Abatement Period, Scannell fails to pay (or cause FedEx to pay to the extent required under its lease) before delinquency any ad valorem taxes owed to City or any other taxing jurisdiction located in the City on any real or personal property owned by Scannell;

f. If, at any time during the Abatement Period, any representation or warranty made by Scannell or FedEx in this Agreement is or becomes false or misleading in any material respect;

g. If, at any time during the Abatement Period, FedEx applies for and receives any form of tax exemption that would reduce the taxes otherwise payable to City on any new personal property or inventory produced, stored, or maintained at the site of this Property, excluding, however, pollution control exemptions, Freeport exemptions, tax exemptions for Federal Income Taxes, Excise Taxes, Foreign Trade Zone exemptions or other existing tax exemptions received by FedEx on or before the date of execution of this Agreement;

i. If, after January 1, 2019, and before the end of the third year after the Abatement Period, the Certified Full Market Appraised Value of the Real Property and Eligible Improvements falls below $21 million;

j. If all or any part of the Real Property is sold, transferred or otherwise conveyed without written consent of City, which consent shall not be unreasonably withheld. After completion of construction of the Improvements by Scannell, the City's written consent will not be required if (1) Scannell is not then in default, (2) the sale of the Property is a sale of the all of the Real Property and improvements; (3) FedEx attorns to the purchaser as landlord under the then existing lease; or alternatively, the purchaser and FedEx enter into a new lease with a termination date no earlier than

December 31, 2031; or

k. If Scannell or FedEx attempt to assign this Agreement or the abatement without the City's prior written approval, except as expressly permitted pursuant to Article 11, below.

If the City declares Scannell or FedEx or both in default of this Agreement, the City shall notify Scannell and FedEx of the default by giving written notice to Scannell and FedEx, which notice shall specify each default. Scannell and/or FedEx shall have thirty (30) days from the date of the notice to cure all defaults. If Scannell or FedEx proceed diligently, but fails to cure every default within the thirty (30) day period, the City may, at the option of City Council, extend the time for curing the default for a second thirty (30) day period, so long as Scannell or FedEx commences to cure such uncured defaults within the initial thirty (30) day period and pursues such cure to completion. The City is under no obligation to extend the period for curing any default.

If all the defaults are not cured to the City's reasonable satisfaction, the City shall have the right to pursue any one or more of the following remedies: (a) terminate the Agreement; (b) terminate Scannell's and/or FedEx's right to any future abatement under the Agreement without terminating the Agreement; and/or (c) pursue any and all remedies allowed under the Agreement and under Texas law. The City's rights under this Article are cumulative and the exercise of one or more rights does not preclude the City from exercising any other right.

If this Agreement is terminated under this Article, the City shall be entitled to recapture, with penalty and interest at the rate prescribed by the Texas Tax Code for delinquent ad valorem taxes, any and all City ad valorem taxes which have been abated under this Agreement. The City's right under this Agreement to recapture abated taxes with interest shall survive the amendment, revision, expiration, or termination of this Agreement. The amount of ad valorem taxes which have been abated under this Agreement and which the City has a right to recapture shall be a lien against the Property in the same manner as if the taxes on the Property were not abated.

Article 8. Notice

All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To FedEx: FedEx Freight, Inc.
Attn: Asst. Treasurer
1000 FedEx Drive
Moon Township, PA 15108

With a copy to: Scannell Properties #292,LLC
Attn: Marc Pfleging
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Email: marcp@scannellproperties.com

To Scannell: Scannell Properties #292, LLC
Attn: Controller
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Email: marcp@scannellproperties.com

To the City: Paul Virgadamo, City Administrator
City of Conroe
300 W. Davis
Conroe, Texas 77301

With a copy to: Marcus L. Winberry, City Attorney
City of Conroe
300 W. Davis
Conroe, Texas 77301
mwinberry@cityofconroe.org

Tammy McRae, Tax Assessor-Collector
400 N. San Jacinto
Conroe, Texas 77301
Tammy.McRae@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

Article 9. Jurisdiction and Venue

This Agreement shall be governed and construed according to the laws of the State of Texas, and exclusive venue for resolving any dispute under this Agreement shall lie in a court of competent jurisdiction in Montgomery County.

Article 10. Assignment

Except as expressly permitted below, neither this Agreement nor the tax abatement granted herein may be assigned without the City's prior written consent and any such assignment or attempted assignment without the City's prior written consent is void. Notwithstanding the foregoing, after completion of construction of the Improvements by Scannell, the City's written consent to an assignment by Scannell shall not be required if (1) Scannell is not then in default of this Agreement; (2) the assignment arises in connection with the sale of all of the Real Property and Improvements; and (3) FedEx attorns to the purchaser as landlord under the then existing lease or FedEx and the purchaser enter into a new lease with a termination date no earlier than December 31, 2031.

Article 11. Indemnification

FEDEX AND SCANNELL (INDEMNITORS) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES (COLLECTIVELY, "LOSSES"), ARISING OUT OF, OR WITH REPSECT TO ANY INJURY TO, OR DEATH OF, PERSONS AND/OR ANY DAMAGE TO, OR DESTRUCTION OF, PROPERTY, ON OR ABOUT THE REAL PROPERTY AND ATTRIBUTABLE TO THE NEGLIGENCE OR MISCONDUCT OF THE INDEMNITORS OR EITHER OF THEM, OR THEIR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR INVITEES, EXCEPT TO THE EXTENT ANY SUCH BREACH, ANY INJURY OR DEATH OR ANY DAMAGE OR DESTRUCTION IS ATTRIBUTABLE TO THE NEGLIGENCE OR MISCONDUCT OF THE INDEMNITEE, OR ANY OF ITS OFFICERS, EMPLOYEES,

AGENTS, CONTRACTORS OR INVITEES, OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Article 12. Miscellaneous

a. The recitals to the Agreement are fully incorporated into this Agreement.

b. This Agreement contains every term agreed to by the parties related to the subject matter of this Agreement. This Agreement supersedes all prior communications, discussions, and preliminary understandings between the parties with respect to the subject matter addressed in this Agreement, whether oral or written. This Agreement may not be amended or modified except in writing, signed by both parties hereto.

c. Failure to insist on strict performance of any of the terms of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by the City of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

d. Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect Scannell's or FedEx's obligations to comply with any local ordinance or with any law or regulation of the State of Texas or of the United States of America.

e. This Agreement does not and is not intended to confer any rights upon any person or entity other than the parties.

f. If one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if it had never contained such invalid, illegal, or unenforceable provision.

g. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

h. This Agreement is binding upon the parties and their respective

successors and permitted assigns.

This Agreement is executed by the parties on the respective dates shown below to be effective on the date this Agreement is executed by the City of Conroe.

[Signatures are contained on separate execution page(s)]

EXECUTED this 5 day of January, 2018.

FedEx Freight, Inc.

By: Kimberly W Barr
Name: KIMBERLY W BARR
Title: ASSISTANT TREASURER

ATTEST:

EXECUTED this ____ day of _____, 2017.

Scannell Properties #292, LLC

By: _____
Name: Marc Pfleging
Title: Manager

ATTEST:

_____

EXECUTED this 22nd day of January, 2018

CITY OF CONROE, TEXAS

By: _____
Toby Powell, Mayor

ATTEST:

_____
Soco Gorjon, City Secretary

Agenda Submittal Form

City of Conroe

☐ **Workshop** ☒ **Regular Council**

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

Meeting Date:	06/23/2022
Department:	Finance and Administration
Contact:	Sherrie Mattson

Description

Internal Audit Update

Summary

Quarterly Internal Audit Report to City Council

Recommendation

City Council Review and Approval

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

Sherrie Mattson 06/13/2022
Submitted By:

Admin: _____

Agenda Submittal Form

City of Conroe

☐ Workshop ■ Regular Council

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

Meeting Date:	06/23/2022
Department:	Finance
Contact:	Steve Williams

Description

Approval for renovations of Community Development offices on 5th floor of City Hall.

Summary

Request for Proposals were opened June 9, 2022 for renovations of the Community Development offices on 5th floor of City Hall. MJR Services was the low bidder for $170,225.00

Recommendation

Recommend awarding the bid to MJR Services

Fiscal Impact ■ Yes ☐ No

Expenditure Amount:	$170,225.00	Revenue Amount:	
Account Number:	2500-8060		

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

Financial Review Complete: CHB

Attachments

Submitted By:

Admin:

Purchase Order Invoice Tabulation
FY 21-22

VENDOR INFO: Allco, LLC
PO Box 3684
Beaumont, TX 77704

COUNCIL APPROVAL: 10/14/2021

PROJECT/DESCRIPTION: **Sewer Rehab - Stewarts Creek (Ave. M to SH 105)**

PURCHASE ORDER NUMBER: 22-00313

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 333,952.60	$ 16,697.63		$ 317,254.97
2	$ 681,721.11	$ 34,086.06	$ 317,254.97	$ 330,380.08
3	$ 1,348,020.47	$ 67,401.02	$ 647,635.05	$ 632,984.40

Total Spent: $ 1,280,619.46

Original Contract:	$	4,462,361.75
Change Order:	$	-
Adjusted Contract:	$	4,462,361.75
Total Paid on Contract	$	1,280,619.46
Remaining Contract Balance	**$**	**3,181,742.29**

Percentage of Contract Paid: 29%

Percentage of Contract Time (Substantial Completion): 22%

Percentage of Change Orders: 0%

BMayle
Engineering Projects Coordinator

Ken Thomas Woolley
Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

APPLICATION FOR PAYMENT NO. Pay3

2020-08 Trunk Line Replacement - Stewarts Creek (Ave M to SH 105)



TO: City of Conroe

CONTRACT FOR:

Alico, LLC
6720 College
Beaumont, TX 77707

Work Performed 5/1/2022 TO 5/31/2022

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
	SECTION A: BASE BID									
1	CoC TS 60 MOBILIZATION (MAXIMUM 5% OF CONSTRUCTION AMOUNT)	LS	1	$ 150,000.00	$ 150,000.00		$ -	**0.90**	**$ 135,000.00**	
2	CoC TS 09 CLEARING, GRUBBING AND DISPOSAL AT OFFSITE LOCATION, COMPLETE IN PLACE	AC	3	$ 5,000.00	$ 15,000.00		$ -	**2.00**	**$ 10,000.00**	
3	ITEM 506 TEMP. EROSION, SDMT AND ENV. CONTROLS (INCL. INSTALL AND REMOVAL, SWPPP PLAN, NOI AND OTHER PERMITS REQ. COORDINATION)	LS	1	$ 30,000.00	$ 30,000.00		$ -	**0.50**	**$ 15,000.00**	
4	CoC TS 59, ITEM 506 INSTALLATION AND REMOVAL OF CONSTRUCTION FENCING (PER DWGS)	LF	1,089	$ 10.00	$ 10,890.00		$ -	-	$ -	
5	CoC TS 08, DWG TEMPORARY CONSTRUCTION ACCESS ROAD, INCLUDING LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR EXCAVATION, BACKFILL, TEMPORARY CULVERTS, GRADING, FINAL RESTORATION AND ALL INCIDENTALS	SY	3,000	$ 11.00	$ 33,000.00		$ -	**3,000.00**	**$ 33,000.00**	
6	CoC TS 07 HYDROMULCH SEEDING	AC	4	$ 2,000.00	$ 8,000.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
7	ITEM 496 REMOVE EXIST. 48" RCP SANITARY SEWER TRUNK LINE, INCLUDING EXISTING CONCRETE ENCASEMENT AT CREEK CROSSINGS AND EXIST. CONCRETE POINT REPAIRS THROUGHOUT ALIGNMENT	LF	3,969	$ 5.00	$ 19,845.00	**880.00**	$ 4,400.00	**1,060.00**	**$ 5,300.00**	
8	CoC TS 38, 52, TS 100 48" FRP SANITARY SEWER, SN 46, BY OPEN CUT, COMPLETE IN PLACE	LF	4,037	$ 532.75	$ 2,150,711.75	901.66	$ 480,359.37	**1,407.19**	**$ 749,680.47**	
9	CoC TS 47 SANITARY SEWER SETUP AND REMOVAL OF BYPASS PUMP AND PIPING, FULL PROJECT LIMITS (TO BE PAID BASED ON BYPASS PLAN SHOWN ON CONTRACT DOCUMENTS REGARDLESS OF BYPASS PLAN SUBMITTED)	LS	1	$ 130,000.00	$ 130,000.00		$ -	**0.50**	**$ 65,000.00**	
10	CoC TS 47 SANITARY SEWER BYPASS PUMP AND PIPING MONTHLY OPERATION AND MONITORING	MO	8	$ 65,000.00	$ 520,000.00	1.00	$ 65,000.00	**2.00**	**$ 130,000.00**	
11	ITEM 400, 403, 506 DEWATERING AND BYPASS OF CREEK CROSSINGS	EA	3	$ 5,000.00	$ 15,000.00		$ -	**1.00**	**$ 5,000.00**	
12	CoC TS 38, 51 CONCRETE ENCASEMENT OF 48" SANITARY SEWER TRUNK LINE AT CROSSINGS	LF	300	$ 175.00	$ 52,500.00		$ -	**100.00**	**$ 17,500.00**	
13	ITEM 496 REMOVE AND DISPOSE EXIST. SANITARY SEWER MANHOLE	EA	11	$ 1,500.00	$ 16,500.00	**3.00**	$ 4,500.00	**3.00**	**$ 4,500.00**	
14	ITEM 496 REMOVE AND DISPOSE EXIST. 8-INCH SANITARY SEWER	LF	40	$ 8.00	$ 320.00		$ -	-	$ -	
15	ITEM 496 REMOVE AND DISPOSE EXIST. 15-INCH SANITARY SEWER	LF	14	$ 8.00	$ 112.00		$ -	-	$ -	
16	CoC TS 38 8-INCH SANITARY SEWER PVC, SDR 26	LF	40	$ 24.00	$ 960.00		$ -	-	$ -	
17	CoC TS 38 12-INCH SANITARY SEWER PVC, SDR 26	LF	58	$ 29.00	$ 1,682.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
18	CoC TS 38 15-INCH SANITARY SEWER PVC, SDR 26	LF	101	$ 36.00	$ 3,636.00		$ -	-	$ -	
19	CoC TS 39, TS 200 4-FT POLYMER CONCRETE MANHOLE, ALL DEPTHS, INCLUDING SEALED COVER AS REQUIRED, COMPLETE IN PLACE	EA	1	$ 15,210.00	$ 15,210.00		$ -	-	$ -	
20	CoC TS 39 5-FT POLYMER CONCRETE MANHOLE, ALL DEPTHS, INCLUDING SEALED COVER AS REQUIRED, COMPLETE IN PLACE	EA	1	$ 14,693.00	$ 14,693.00		$ -	-	$ -	
21	CoC TS 39, TS 200 6-FT POLYMER CONCRETE MANHOLE, ALL DEPTHS, INCLUDING SEALED COVER AS REQUIRED, COMPLETE IN PLACE	EA	11	$ 33,701.00	$ 370,711.00		$ -	-	$ -	
22	CoC TS 39, TS 200 7-FT POLYMER CONCRETE MANHOLE, ALL DEPTHS, INCLUDING SEALED COVER AS REQUIRED, COMPLETE IN PLACE	EA	2	$ 55,735.00	$ 111,470.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
23	CoC TS 39, TS 200 8-FT POLYMER CONCRETE MANHOLE, ALL DEPTHS, INCLUDING SEALED COVER AS REQUIRED, COMPLETE IN PLACE (WHEN APPROVED)	EA	1	$ 73,525.00	$ 73,525.00		$ -	-	$ -	
24	CoC TS 39 4-INCH MANHOLE VENT STRUCTURES	EA	3	$ 3,500.00	$ 10,500.00		$ -	-	$ -	
25	CoC TS 39 MANHOLE DROP STRUCTURE, ALL SIZES	EA	2	$ 1,000.00	$ 2,000.00		$ -	-	$ -	
26	CoC TS 04 TRENCH SAFETY SYSTEM	LF	4,037	$ 1.00	$ 4,037.00	1,060.00	$ 1,060.00	**1,060.00**	**$ 1,060.00**	
27	CoC TS 39, TS 200 RAISED MANHOLE COVER EMBANKMENT WITH CONCRETE PAD	EA	11	$ 1,000.00	$ 11,000.00		$ -	-	$ -	
28	CoC TS 05 DEWATERING (WELL POINTING) SETUP AND REMOVAL	LS	1	$ 24,000.00	$ 24,000.00		$ -	-	$ -	
29	CoC TS 05 DEWATERING (WELL POINTING)	LF	4,037	$ 65.00	$ 262,405.00		$ -	-	$ -	
30	ITEM 432 18-INCH THICK STONE (100 POUND BOULDER), GRADE 1 RIP RAP MATERIAL WITH NONWOVEN GEOTEXTILE, COMPLETE IN PLACE	CY	497	$ 110.00	$ 54,670.00		$ -	-	$ -	
31	CoC TS 19 GROUT FILL EXISTING 48" SANITARY SEWER TRUNK LINE, PER PLAN	LF	118	$ 205.00	$ 24,190.00		$ -	-	$ -	
32	CoC TS 19 GROUT FILL AND ABANDON EXISTING MANHOLE	EA	1	$ 3,000.00	$ 3,000.00		$ -	-	$ -	
33	CoC TS 14 REMOVE & REPLACE 18 IN RC PIPE (CL III), COMPLETE IN PLACE	LF	25	$ 70.00	$ 1,750.00		$ -	-	$ -	
34	CoC TS 23 REMOVE & REPLACE EXIST ASPHALT DRIVEWAY WITH 2" HMAC SURFACE, 6" ASPHALT STABILIZED BASE, AND 6" CEMENT STABILIZED SAND SUBGRADE	SY	40	$ 100.00	$ 4,000.00		$ -	-	$ -	
35	ITEM 502, DWG BARRICADES, SIGNS, AND TRAFFIC HANDLING, INCLUDING INSTALL AND REMOVE CIP PROJECT SIGNS (PER DWGS)	LS	1	$ 2,000.00	$ 2,000.00		$ -	**0.50**	**$ 1,000.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
36	CoC TS 21 CEMENT STABILIZED SAND (WHEN APPROVED)	CY	1,500	$ 35.00	$ 52,500.00		$ -	-	$ -	
37	CoC TS 38 PIPE EMBEDMENT, (CL I) FOR UTILITY TRENCH (WHEN APPROVED)	CY	500	$ 80.00	$ 40,000.00	290.00	$ 23,200.00	**314.00**	**$ 25,120.00**	
38	CoC TS 77 SUBSURFACE UTILITY EXPLORATION (WHEN APPROVED)	EA	5	$ 2,500.00	$ 12,500.00		$ -	-	$ -	
39	UTILITY CONTINGENCY (WHEN APPROVED)	ALL	1	$ 100,000.00	$ 100,000.00		$ -	-	$ -	
40	CoC TS 34 REMOVE 6" WATER (LIMITS FROM AVENUE F / SOUTH 13TH STREET TO PROJECT LIMIT NEAR STA. 27+00, WHEN APPROVED)	LF	480	$ 7.50	$ 3,600.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
41	CoC TS 34 6" C-900, DR-18 PVC WATER BY TRENCHLESS CONSTRUCTION (LIMITS FROM AVENUE F / SOUTH 13TH STREET TO PROJECT LIMIT NEAR STA. 27+00, WHEN APPROVED)	LF	480	$ 150.00	$ 72,000.00		$ -	-	$ -	
42	CoC TS 34 WATER LINE INSERTA-VALVE FOR 6" WATER LINE, INCLUDES VALVE BOX (WHEN APPROVED)	EA	2	$ 7,250.00	$ 14,500.00		$ -	-	$ -	
43	CoC TS 34 6" WET CONNECTION, INCLUDES FITTINGS (WHEN APPROVED)	EA	2	$ 3,000.00	$ 6,000.00		$ -	-	$ -	
44	CoC TS 34 2" WET CONNECTION, INCLUDES FITTINGS (WHEN APPROVED)	EA	1	$ 625.00	$ 625.00		$ -	-	$ -	
45	CoC TS 34 CUT, PLUG & ABANDON EXIST. 6" WATER (WHEN APPROVED)	EA	3	$ 500.00	$ 1,500.00		$ -	-	$ -	
					$ 4,450,542.75					

PAY PERIOD SUB TOTAL: $ 578,519.37

A: TOTAL WORK COMPLETED: $ 1,197,160.47

SECTION B: ALTERNATE ITEM

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
46	CoC TS 48 5-FT FRP TEE BASE MANHOLE, ALL DEPTHS, COMPLETE IN PLACE (REPLACES ITEMS 21-22)	13.00	EA	$ 38,000.00	$ 494,000.00	2.31	$ 87,780.00	**3.97**	**$ 150,860.00**	
					$ 494,000.00					

PAY PERIOD SUB TOTAL: $ 87,780.00

B: TOTAL WORK COMPLETED $ 150,860.00

NO	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
	SECTION C: CHANGE ORDERS									
NO	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1							$ -	-	$ -	
							$ -	-	$ -	
					$ -					

PAY PERIOD SUB TOTAL: $ -

C: TOTAL WORK COMPLETED $ -

CITY OF CONROE

APPROVALS

Field Verified & Recommended Approval:

Inspector — Date: 6-13-22

Project Manager — Date: 6/13/22

Christopher Bogert, PE — *City Engineer* — Date: 6/13/22

Accompanying Documentation:

SUBTOTAL AMOUNT: (A+B+C):			$ 1,348,020.47
LESS 5% RETAINAGE:			$ 67,401.02
AMOUNT DUE TO DATE:			$ 1,280,619.45
LESS PREVIOUS PAYMENTS :	____	TO ____	$ 647,635.05
AMOUNT DUE THIS APPLICATION:			$ 632,984.40

By: _____ 6/13/22

Contractor Signature — **Date**

Total number of weather days for this pay period: 6.00

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)

*See page 10 of 10, Document 00100 of the contract for weather schedule.

Official Application: C.Cheek 12/9/21

Purchase Order Invoice Tabulation
FY 21-22

Vendor Info:	Ameresco
Council Approval:	
Project/Description:	Ameresco Water Meter Project
Purchase Order Number:	22-00599
Purchase Order Amount:	$ 15,678,750.00

Date	Invoice #	Amount
4/6/2022	43888	$ 3,443,053.61
6/7/2022	44417	$ 3,515,175.67

Total Spent:	$ 6,958,229.28
Remaining Purchase Order Balance:	$ 8,720,520.72
Percentage of Contract Paid:	44%

6-7-2022

Utility Billing Manager

Steve Williams

Digitally signed by Steve Williams
DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityofconroe.org, c=US
Date: 2022.06.08 11:18:48 -05'00'

Assistant City Administrator/CFO

AMERESCO
Green • Clean • Sustainable

INVOICE

Invoice Number:	**44417**
Invoice Date:	6/1/2022
Billing Period:	4/1/22-5/31/22
Project Number:	739912000
Customer Name:	City of Conroe, TX
Customer ID:	U-004578
AMERESCO Contact:	Zach Grindle

Bill To:

To: City of Conroe, TX
700 Metcalf St
Conroe, TX 77301
ATTN: Karl Brosch
936-522-3171

Copy To: KBrosch@cityofconroe.org

Please Make and Send Payment to:

AMERESCO, Inc.
Attn: Accounts Receivable
111 Speen Street, 4th Floor
Framingham, MA 01701

Wire: **Bank of America - 100 Federal Street - Boston, MA 02110**
AMERESCO Operating Account
ABA # 026009593 / *Account # 4602281935*

Payment Terms - 30 Days

PURPOSE OF INVOICE

This invoice is pursuant to the Energy Services Agreement by and between Ameresco, Inc, and The City of Conroe, TX effective Sept 10, 2021 .

This invoice is for the original scope of work pursuant to the agreement noted above.

Application # **2 ~ Please see attached payment application for invoicing detail**

DESCRIPTION OF AMOUNTS

ENERGY EFFICIENCY PROJECT

	TOTAL
ORIGINAL CONTRACT PRICE	$ 15,678,750.00
ADD / (LESS): APPLICABLE CHANGE ORDERS	$ -
REVISED CONTRACT PRICE	$ 15,678,750.00
PROJECT COMPLETED AS OF DATE OF INVOICE	44.38%
TOTAL PROJECT AMOUNT COMPLETED AND PAYABLE	$ 6,958,229.28
LESS: PROJECT RETAINAGE 0%	$ -
LESS: AMOUNT OF PREVIOUS APPLICATIONS	$ (3,443,053.61)
PLEASE PAY THIS AMOUNT:	$ 3,515,175.67

~~ THANK YOU FOR CHOOSING *AMERESCO* TO PROVIDE YOU WITH SUPERIOR ENERGY SOLUTIONS ~~

AMERESCO PAYMENT APPLICATION

CUSTOMER
City of Conroe, TX
[illegible]
Conroe, TX 77301

PROJECT City of Conroe, Texas
PROJECT #739912600

CONTRACTOR AMERESCO, INC.
[illegible]
FRAMINGHAM, MA 01701

APPLICATION NO 2
INVOICE NO [illegible]
APPLICATION DATE 6/1/2022
PERIOD FROM 5/1/2022
PERIOD TO 5/31/2022
PURCHASE ORDER NO N/A

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of his knowledge and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Customer, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 6/1/2022

State of: MA County of: Worcester

Subscribed & sworn on this 1 day of June, 2022 before me, the undersigned notary public, personally appeared [signature], proved to me through satisfactory evidence of identification, which was CA DL, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Notary Public: [signature]
My Commission expires:
My Commission expires:

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Contractor	$ -	$ -
Total approved this Month		
TOTALS	$ -	$ -
NET CHANGES	$ -	

Application is made for Payment, as shown below, in connection with the Contract. The Contract Schedule of Values, and Change Order Summary, is attached.

The present status of the account for the Contract is as follows:

ORIGINAL CONTRACT SUM	$ 15,678,750.00
Net change by Change Orders	$ -
CONTRACT SUM TO DATE	$ 15,678,750.00
TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	$ 6,958,229.28
LESS RETAINAGE ____ of Completed Work (Column I on Schedule of Values)	$ -
TOTAL EARNED LESS RETAINAGE	$ 6,958,229.28
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 3,443,053.61
CURRENT PAYMENT DUE	$ 3,515,175.67
BALANCE TO FINISH, INCLUDING RETAINAGE	$ 8,720,520.72

CUSTOMER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Customer certifies that the Work has progressed to the point indicated, that to the best of the Customer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

JOHN KWASHENSKI NOTARY PUBLIC MY COMMISSION EXPIRES COMMONWEALTH OF MASSACHUSETTS

AMOUNT CERTIFIED $ _____
(Attach explanation if amount certified differs from amount applied for)
CUSTOMER
By: _____ Date: _____

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

CONTINUATION SHEET

SCHEDULE OF VALUES

City of Conroe, Texas
PROJECT # 739912000

APPLICATION NO : 2
APPLICATION DATE : 6/1/2022
PERIOD TO : 5/31/2022
PURCHASE ORDER NO : N/A

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE)
1	Mobilization	$ 1,567,875.00	$ 1,567,875.00	$		$ 1,567,875.00	100%	$ -	$ -
2	Installation Labor	$ 3,135,750.00	$	$ 439,005.00		$ 439,005.00	14%	$ 2,696,745.00	$ -
3	Materials - Water Meters & Ancillary Materials	$ 8,936,887.00	$ 1,161,795.31	$ 2,770,434.97		$ 3,932,230.28	44%	$ 5,004,656.72	$ -
4	AMI Infrastructure / Software / Integrations	$ 2,038,238.00	$ 713,383.30	$ 305,735.70		$ 1,019,119.00	50%	$ 1,019,119.00	$ -
	ORIGINAL CONTRACT TOTAL:	$ 15,678,750.00	$ 3,443,053.61	$ 3,515,175.67	$ -	$ 6,958,229.28	44.38%	$ 8,720,520.72	$ -

CONTINUATION SHEET - CHANGE ORDERS ADDITIONS

SCHEDULE OF VALUES

City of Conroe, Texas
PROJECT # 738912000

APPLICATION NO: 2
APPLICATION DATE: 6/1/2022
PERIOD TO: 6/31/2022
PURCHASE ORDER NO: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	CHANGE ORDER DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	(%)	BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE)
	ADDITIONS IN SCOPE OF WORK								
	ADDITIONS TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -

PAGE 4 OF 4

CONTINUATION SHEET - CHANGE ORDERS **DEDUCTIONS**

SCHEDULE OF VALUES

City of Conroe, Texas
PROJECT # 739912000

APPLICATION NO: 2
APPLICATION DATE: 8/1/2022
PERIOD TO: 6/31/2022
PURCHASE ORDER NO: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	CHANGE ORDER DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	(%)	BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE)
	DEDUCTIONS IN SCOPE OF WORK								
	USE NEGATIVE VALUES TO MOVE IN CELLS								
	DEDUCTIONS TOTAL:	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	PROJECT TOTAL:	$ 15,678,750.00	$ 3,443,053.61	$ 3,515,175.67	$ -	$ 6,958,229.28	44.38%	$ 8,720,520.72	$ -

Purchase Order Invoice Tabulation
FY 21-22

E-MAILED JUN 0 1 2022

VENDOR INFO: Christensen Building Group, LLC
15425 North Freeway, Suite 330
Houston, TX 77090

COUNCIL APPROVAL: 11/11/2020

PROJECT/DESCRIPTION: **Construction - WWTP Berm**

PURCHASE ORDER NUMBER: 21-00362-R1

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 88,728.31	$ 4,436.42	$ -	$ 84,291.90
2	$ 574,629.70	$ 28,731.49	$ 84,291.90	$ 461,606.32
3	$ 777,821.01	$ 38,891.05	$ 545,898.23	$ 193,031.74
4	$ 981,623.19	$ 49,081.16	$ 738,929.96	$ 193,612.07
5	$ 1,371,382.83	$ 68,569.14	$ 932,542.03	$ 370,271.66
6	$ 1,877,438.93	$ 93,871.94	$ 1,302,813.69	$ 480,753.29
7	$ 2,113,217.65	$ 105,660.88	$ 1,783,566.97	$ 223,989.79
8	$ 2,345,880.69	$ 117,294.03	$ 2,007,556.77	$ 221,029.88
*9	$ 2,418,369.96	$ 24,183.70	$ 2,228,586.65	$ 165,599.61
*10	$ 2,456,072.78	$ 24,560.73	$ 2,394,186.26	$ 37,325.79
*11	$ 2,499,655.95	$ 24,996.56	$ 2,431,512.05	$ 43,147.34
*12	$ 2,669,004.27	$ 26,690.04	$ 2,474,659.39	$ 167,654.84

*Retainage reduced to 1% at Substantial Completion per request of contractor/Project Manager

Total Spent: $ 2,642,314.24

Original Contract:	**$ 2,804,846.50**
Change Orders:	**$ (11,707.63)**
Adjusted Contract:	**$ 2,793,138.87**
Total Paid on Contract	**$ 2,642,314.24**
Remaining Contract Balance	**$ 150,824.63**

Percentage of Contract Paid: 95%

Percentage of Contract Time (Substantial Completion): 100%

Percentage of Change Orders: 0%

Engineering Projects Coordinator

Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

THE GOODMAN CORPORATION
TBPE NO. F-19990

HOUSTON:
3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN:
911 W. Anderson Lane
Suite 200
Austin, TX 78757

PHONE: (713) 951-7951

THEGOODMANCORP.COM

MEMO

Date: June 8, 2022
To: Ann Colina, Brandi Taylor, Cindy Cheek – City of Conroe
Cc: Tommy Wooley – City of Conroe
From: Greg Goodman – The Goodman Corporation (TGC)
RE: CSP 2019-44 Conroe WWTP Berm Improvement Project – Pay Application #12 Approval

This memo serves as notification of approval of Pay Application #12 (April 2022) of the City of Conroe WWTP Berm Improvement Project, reflecting activity from 4/1/2022 – 4/30/2022. TGC has reviewed certified payrolls to ensure adherence to the Montgomery County (Heavy Construction) wage determination being used for this project (TX20200063, effective 8/28/2020). Additionally, all other information relevant to federal compliance was found to be satisfactory.

Total eligible costs incurred and subcontractor activity was documented as part of the project file.

TGC approves payment to Christensen for Pay Application #12.

APPLICATION FOR PAYMENT NO. 12

2019-44 Conroe WWTP Berm Improvements

TO: City of Conroe



CONTRACTOR:
Christensen Building Group
15425 North Freeway
Houston, TX 77090

Work Performed 4/1/2022 to 4/30/2022

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
	SECTION A: Base Bid									
1	TRENCH SAFETY	66	LF	$ 107.39	$ 7,087.74		$ -	**66.00**	**$ 7,087.74**	
2	HYDROMULCH	4	AC	$ 2,667.79	$ 10,671.16	3.00	$ 8,003.37	**4.00**	**$ 10,671.16**	AS
3	CLEARING AND GRUBBING BERM AREA (INCLUDES ALL TREE REMOVAL AND DISPOSAL)	33	STA	$ 689.66	$ 22,758.78		$ -	**33.00**	**$ 22,758.78**	
4	CLEARING AND GRUBBING MITIGATION POND AREA (INCLUDES ALL TREE REMOVAL AND DISPOSAL)	3	AC	$ 10,492.28	$ 31,476.84		$ -	**3.00**	**$ 31,476.84**	
5	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT(ALL DEPTHS) INCLUDES SIDEWALKS, AND DRIVEWAY	1,328	SY	$ 7.86	$ 10,438.08		$ -	**1328.00**	**$ 10,438.08**	
6	REMOVE AND DISPOSE OF EXISTING CONCRETE SLOPE PAVING	340	SY	$ 22.38	$ 7,609.20		$ -	**340.00**	**$ 7,609.20**	
7	REMOVE AND DISPOSE OF EXISTING CONCRETE STAIRS	50	SY	$ 118.22	$ 5,911.00		$ -	**50.00**	**$ 5,911.00**	
8	REMOVE AND DISPOSE OF EXISTING RETAINING WALL (ALL DEPTHS)	250	LF	$ 67.37	$ 16,842.50		$ -	**250.00**	**$ 16,842.50**	
9	REMOVE AND DISPOSE OF EXISTING 24-INCH RCP CULVERT	66	LF	$ 115.95	$ 7,652.70		$ -	**66.00**	**$ 7,652.70**	
10	4-INCH CONCRETE SLOPE PAVING	1,860	SY	$ 42.62	$ 79,273.20		$ -	**1860.00**	**$ 79,273.20**	
11	6:1 SET	2	EA	$ 5,780.58	$ 11,561.16		$ -	**2.00**	**$ 11,561.16**	
12	6-INCH THICK CONCRETE LINED SWALE	356	SY	$ 58.14	$ 20,697.84	43.00	$ 2,500.02	**356.00**	**$ 20,697.84**	AS
13	CONCRETE RETAINING WALL ON TOP OF BERM (WALL DETAIL 1)(HEIGHT VARIES)	950	LF	$ 358.67	$ 340,736.50		$ -	**950.00**	**$ 340,736.50**	
14	CONCRETE RETAINING WALL ON TOP OF BERM (WALL DETAIL 2)(HEIGHT VARIES)	624	LF	$ 162.34	$ 101,300.16		$ -	**624.00**	**$ 101,300.16**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
15	CONCRETE RETAINING WALL (WALL DETAIL 3)(HEIGHT VARIES)	438	LF	$ 1,554.69	$ 680,954.22		$ -	438.00	$ 680,954.22	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
16	RETAINING WALL CONNECTION TO AERATION BASIN (NORTH SIDE) (DETAIL 4)	1	LS	$ 9,778.87	$ 9,778.87		$ -	1.00	$ 9,778.87	
17	RETAINING WALL CONNECTION TO VALVE BOX (EAST SIDE)(DETAIL 4)	1	LS	$ 9,778.87	$ 9,778.87		$ -	1.00	$ 9,778.87	
18	RETAINING WALL CONNECTION TO VALVE BOX(WEST SIDE) (DETAIL 4)	1	LS	$ 9,778.87	$ 9,778.87		$ -	1.00	$ 9,778.87	
19	DOWELED ON CONCRETE RETAINING WALL (WALL DETAIL 5) (HEIGHT VARIES)	30	LF	$ 230.90	$ 6,927.00		$ -	30.00	$ 6,927.00	
20	RAISE THE INFLOW VALVE BOX TO TOP OF BERM ELEVATION	1	LS	$ 7,185.01	$ 7,185.01		$ -	0.86	$ 6,185.01	
21	RAISE THE RIM OF THE SANITARY MANHOLE TO TOP OF BERM ELEVATION	1	LS	$ 7,841.81	$ 7,841.81		$ -		$ -	
22	6-INCH THICK CONCRETE DRIVEWAY	1,025	SY	$ 42.21	$ 43,265.25		$ -	1025.00	$ 43,265.25	
23	6-INCH THICK FAST TRACK CONCRETE DRIVEWAY	306	SY	$ 60.59	$ 18,540.54		$ -	306.00	$ 18,540.54	
24	STORM MANHOLE	1	EA	$ 8,628.04	$ 8,628.04		$ -	1.00	$ 8,628.04	
25	STORM INLET TYPE -A	1	EA	$ 8,125.28	$ 8,125.28		$ -	1.00	$ 8,125.28	
26	CONNECT TO EXISTING A-INLET	1	EA	$ 9,565.09	$ 9,565.09		$ -	1.00	$ 9,565.09	
27	18-INCH RCP CULVERT	66	LF	$ 189.76	$ 12,524.16		$ -	66.00	$ 12,524.16	
28	24-INCH RCP CULVERT	66	LF	$ 194.03	$ 12,805.98		$ -	66.00	$ 12,805.98	
29	3 STRAND BARB WIRE ON TOP OF WALL	996	LF	$ 9.76	$ 9,720.96		$ -	996.00	$ 9,720.96	
30	6-FOOT CHAIN LINK FENCE WITH 3 STRAND BARB WIRE	1,289	LF	$ 30.64	$ 39,494.96		$ -	1289.00	$ 39,494.96	
31	REMOVE AND RELOCATE ACCESS GATE AND CONTROLS. INCLUDES CONDUIT, WIRE, AND ELECTRICAL CONNECTION	1	LS	$ 27,860.17	$ 27,860.17		$ -	1.00	$ 27,860.17	
32	16-FOOT CHAIN LINK GATE WITH 3 STRAND BARB WIRE	2	EA	$ 4,246.63	$ 8,493.26		$ -	2.00	$ 8,493.26	
33	MOBILIZATION (MAX 5%)	1	LS	$ 16,019.66	$ 16,019.66		$ -	1.00	$ 16,019.66	
34	REMOVE AND RELOCATE EXISTING LIGHT POLE. INCLUDES CONDUIT, WIRE, AND ELECTRICAL CONSTRUCTION	5	EA	$ 2,669.08	$ 13,345.40		$ -	5.00	$ 13,345.40	
35	REMOVE AND RELOCATE EXISTING CAMERA POLE (CAMERA TO BE RELOCATED BY OTHERS). INCLUDES CONDUIT, WIRE, AND ELECTRICAL CONSTRUCTION	2	EA	$ 10,684.08	$ 21,368.16		$ -	2.00	$ 21,368.16	
36	RAISE ELECTRICAL VAULT LIDS TO PROPOSED NATURAL GROUND	2	EA	$ 5,335.58	$ 10,671.16		$ -	2.00	$ 10,671.16	
37	8-INCH HDPE STORM PIPE	355	LF	$ 55.24	$ 19,610.20		$ -	355.00	$ 19,610.20	
38	12-INCH HDPE STORM PIPE	137	LF	$ 91.71	$ 12,564.27		$ -	137.00	$ 12,564.27	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
39	18-INCH HDPE STORM PIPE	153	LF	$ 92.00	$ 14,076.00		$ -	**153.00**	**$ 14,076.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
40	SWPPP, INCLUDING CONSTRUCTION EXIT, SILT FENCE, EROSION CONTROL LOGS, INLET PROTECTION BARRIERS, AND CONSTRUCTION PERIMETER FENCE.	1	LS	$ 31,968.89	$ 31,968.89	0.10	$ 3,196.89	**1.00**	**$ 31,968.89**	AB
41	REMOVE AND DISPOSE OF 18-INCH CMP CULVERT	66	LF	$ 91.34	$ 6,028.44		$ -	**66.00**	**$ 6,028.44**	
42	REMOVE AND DISPOSE OF CHAIN LINK FENCE	2,221	LF	$ 5.61	$ 12,459.81		$ -	**2221.00**	**$ 12,459.81**	
43	REMOVE AND DISPOSE OF METAL HAND RAIL	250	LF	$ 23.96	$ 5,990.00		$ -	**250.00**	**$ 5,990.00**	
44	REMOVE AND DISPOSE OF METAL STAIR CASE	1	EA	$ 5,697.06	$ 5,697.06		$ -	**1.00**	**$ 5,697.06**	
45	COVER AND ABANDON EXISTING GRATE INLETS	2	EA	$ 3,196.18	$ 6,392.36		$ -	**2.00**	**$ 6,392.36**	
46	REMOVE AND DISPOSE OF EXISTING ELECTRICAL TRANSFORMER AND ENTERGY RACK	1	EA	$ 6,927.21	$ 6,927.21		$ -	**1.00**	**$ 6,927.21**	
47	REMOVE AND DISPOSE OF EXISTING ELECTRICAL VAULT	3	EA	$ 2,576.50	$ 7,729.50		$ -	**3.00**	**$ 7,729.50**	
48	REMOVE AND DISPOSE OF EXISTING ABANDONED ELECTRICAL POLE	1	EA	$ 6,124.94	$ 6,124.94		$ -	**1.00**	**$ 6,124.94**	
49	SCARIFY EXISTING BERM	16	STA	$ 768.03	$ 12,288.48		$ -	**16.00**	**$ 12,288.48**	
50	SELECT FILL	27,870	CY	$ 17.89	$ 498,594.30		$ -	**27530.00**	**$ 492,511.70**	
51	CUT AND GRADE MITIGATION POND AND SWALE	17,105	CY	$ 3.50	$ 59,867.50	2134.00	$ 7,469.00	**17105.00**	**$ 59,867.50**	AB
52	8-INCH THICK SUBGRADE	1,467	SY	$ 9.21	$ 13,511.07		$ -	**1467.00**	**$ 13,511.07**	
53	PROP 4-INCH CRUSHED CONCRETE WITH GEOTEXTILE FABRIC FOR TOP OF BERM	3,566	SY	$ 9.21	$ 32,842.86		$ -	**3566.00**	**$ 32,842.86**	
54	LIME FLY ASH (2% LIME 8% FLY ASH AT 44 LB/SY)	35	TON	$ 333.93	$ 11,687.55		$ -	**35.00**	**$ 11,687.55**	
55	FLEXTERRA FGM OR APPROVED EQUAL FOR OUTSIDE BANK OF THE BERM	2	AC	$ 3,089.35	$ 6,178.70		$ -	**2.00**	**$ 6,178.70**	
56	12-INCH NYLOPLAST DRAINAGE BASIN OR APPROVED EQUAL	3	EA	$ 4,191.74	$ 12,575.22		$ -	**3.00**	**$ 12,575.22**	
57	ELECTRICAL CONSTRUCTION CONTINGENCY - TO BE DETERMINED BY THE CITY PRIOR TO INSTALLATION. CONTRACTOR REQUIRED TO PROVIDE DETAILED UNIT ITEMS WITH PRICES.	1	LS	$ 20,000.00	$ 20,000.00		$ -	**0.08**	**$ 1,563.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
58	CONSTRUCTION CONTINGENCY - TO BE DETERMINED BY THE CITY PRIOR TO INSTALLATION. CONTRACTOR REQUIRED TO PROVIDE DETAILED UNIT ITEMS WITH PRICES.	1	LS	$ 50,000.00	$ 50,000.00		$ -	**0.99**	**$ 49,259.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
						PAY PERIOD SUB TOTAL:	$ 21,169.28			
				$ 2,519,803.94						
								$	2,485,701.53	

SECTION B: EXTRA ITEMS

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
59	CONTROL OF GROUND WATER FOR RETAINING WALL	30	Day	$ 904.56	$ 27,136.80	6.70	$ 6,060.55	20.70	$ 18,724.39	AS
60	PROP 4-INCH CRUSHED CONCRETE WITH GEOTEXTILE FABRIC FOR ROAD TO OUTFALL	170	SY	$ 7.59	$ 1,290.30		$ -	170.00	$ 1,290.30	
61	SLIDE GATE FOR 54-INCH INFLUENT PIPE, INCLUDING EQUIPMENT, BYPASS PUMPING, AND CONFINED SPACE CONSTRUCTION EQUIPMENT	1	LS	$ 174,995.68	$ 174,995.68	$ 0.81	$ 142,118.49	$ 1.00	$ 174,995.68	AS
62	DEMOBILIZATION AND REMOBILIZATION FOR A NATURAL DISASTER THAT RESULTS IN A "NAMED" STORM	1	EA	$ 81,619.78	$ 81,619.78		$ -		$ -	
				$ 285,042.56		PAY PERIOD SUB TOTAL:	$ 148,179.04			
						B: TOTAL WORK COMPLETED		$	195,010.37	

SECTION C: CHANGE ORDERS

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1	42" Pipe Repair with assoc. earthwork and other work; retaining wall deletion and replacement of earthen berm and new sloped paving; fence relocation of 260 LF added to contract per RFI #17; reduction in work per RFI #18					0	$ -	0	$	
	Add Item 10: 4" concrete slope paving	280	SY	$ 42.62	$ 11,933.60		$ -	280	$ 11,933.60	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
	Add Item 50: Select Fill	659	CY	$ 17.89	$ 11,789.51		$ -	659	$ 11,789.51	
	Add Item 30: 6" chain link fence with 3 strand barb wire	60	LF	$ 30.64	$ 1,838.40		$ -	60	$ 1,838.40	
	Deduct: Item 15: Concrete Retaining Wall	-58	LF	$ 1,554.69	$ (90,172.02)		$ -	-58	$ (90,172.02)	
	Deduct Item 16: Retaining Wall Connection to Aeration Basin	-1	LF	$ 9,778.87	$ (9,778.87)		$ -	-1	$ (9,778.87)	
	Deduct Item 8: Remove and dispose of existing retainaing wall	-25	LF	$ 67.37	$ (1,684.25)		$ -	-25.00	$ (1,684.25)	
	Add General Conditions	1	LS	$ 5,190.00	$ 5,190.00		$ -	1.00	$ 5,190.00	
	Install 16" gate using salvaged panels with new 4" gate posts and hardware	1	LS	$ 890.00	$ 890.00		$ -	1.00	$ 890.00	
	Add Reinstall 42" Pipe	1	LS	$ 59,250.00	$ 59,250.00		$ -	1.00	$ 59,250.00	
	Deduct Narrowing Concrete Footer RFI #8	-1	LS	$ 4,752.00	$ (4,752.00)		$ -	-1.00	$ (4,752.00)	
	Deduct Earthwork - RFI #8	-1	LS	$ 2,547.00	$ (2,547.00)		$ -	-1.00	$ (2,547.00)	
	Add Fence relocation RFI #17	1	LS	$ 6,335.00	$ 6,335.00		$ -	1.00	$ 6,335.00	
	Contingency Item Usage - See Change Order 01 document for full details. **Use Line Item 58 in Base Bid.**				$ -		$ -		$ -	
						PAY PERIOD SUB TOTAL:	$ -			
						C: TOTAL WORK COMPLETED		$	**(11,707.63)**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)

CITY OF CONROE

APPROVALS

Field Verified & Recommended Approval:

4/28/22

Inspector **Date**

5/31/22

Christopher Bogert, PE **Date**

City Engineer

5/2/22

Project Manager **Date**

Accompanying Documentation:

Certified Payroll Information

SUBTOTAL AMOUNT: (A+B+C):				$ 2,669,004.27
LESS 1% RETAINAGE:				$ 26,690.04
AMOUNT DUE TO DATE:				$ 2,642,314.23
LESS PREVIOUS PAYMENTS :	2/1/2021	TO	3/31/2022	$ 2,474,659.39
AMOUNT DUE THIS APPLICATION:				$ 167,654.84

By: Kevin Ham 04/28/2022

Contractor Signature **Date**

Total number of weather days for this pay period: 0.0

*See page 10 of 10, Document 00100 of the contract for weather schedule.

*Additional days beyond the weather schedule will be determined on a monthly basis

Official Application: *c.cheek 11/8/21*

Purchase Order Invoice Tabulation
FY 21-22

Vendor Info: Cobb, Fendley, & Associates, Inc.
13430 Northwest Freeway, Ste. 1100
Houston, TX 77040

Approved by Council: 10/22/2020

Project/Description: Design - Downtown Alley Beautification Conversion

Purchase Order Number 21-00360-R1

Date	Invoice #	Amount
1/8/2021	288869	$ 29,840.49
2/12/2021	289509	$ 33,809.09
4/13/2021	290896	$ 22,930.30
6/3/2021	292624	$ 53,413.72
8/27/2021	294491	$ 20,514.38
9/29/2021	295321	$ 41,995.66
9/30/2021	295506	$ 4,926.68
6/3/2022	300573	$ 63,408.25

Total Spent: $ 270,838.57

Contract Amount:	$	268,027.00
Amendment:	$	134,702.00
Adjusted Contract:	$	402,729.00
Total Paid	$	270,838.57
Remaining Contract Balance:	**$**	**131,890.43**

Percentage of Contract Paid: 67%

Percentage of Amendment: 50%

Engineering Projects Coordinator

Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

Invoice

CobbFendley
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242

RECEIVED
JUN 06 2022
ENGINEERING DEPARTMENT

June 3, 2022
Invoice No: 300573

Tommy Woolley
City of Conroe
300 West Davis
Conroe, TX 77541

Project 2003-115-01 CoC - Downtown Alley OH to UG
Invoice for period ending May 15, 2022

Task 01 Relocation Design
Fee

Total Fee	52,454.00			
Percent Complete	100.00	Total Earned	52,454.00	
		Previous Fee Billing	26,214.06	
		Current Fee Billing	26,239.94	
		Total Fee		**26,239.94**
			Total this Task	**$26,239.94**

Task 02 Preliminary Engineering Investigation

Subtask A Survey
Professional Personnel

		Hours	Rate	Amount	
Engineer I		1.00	125.00	125.00	
	Totals	1.00		125.00	
	Total Labor				**125.00**

Unit Billing

Mileage				
12/20/2021	T#-182 = 5426 - 5504	78.0 miles @ 0.56	43.68	
	Total Units	**1.0 times**	**43.68**	**43.68**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	168.68	33,317.33	33,486.01
Limit			33,550.00
Remaining			63.99

Total this Subtask	**$168.68**
Total this Task	**$168.68**

Task 03 Utility Coordination
Professional Personnel

		Hours	Rate	Amount	
Engineer I		117.00	125.00	14,625.00	
	Totals	117.00		14,625.00	
	Total Labor				**14,625.00**

PAYMENT DUE UPON RECEIPT. PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT.

Project	2003-115-01	CoC - Downtown Alley OH to UG			Invoice	300573
Reimbursable Expenses						
MISCELLANEOUS REIMBURSABLE						
9/30/2021	Rando, Colton	Alley 1 Carmelita's Meeting @ SL Alley 3			4.79	
10/12/2021	Rando, Colton	Wet Utility Walk			5.23	
MILEAGE- REIMBURSABLE						
9/30/2021	Rando, Colton	Alley 1 Carmelita's Meeting @ SL Alley 3			53.20	
10/12/2021	Rando, Colton	Wet Utility Walk			56.00	
4/28/2022	Rando, Colton	Entergy Final site visit			56.16	
	Total Reimbursables			**1.0 times**	**175.38**	**175.38**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			14,800.38	24,445.68	39,246.06	
Limit					39,258.00	
Remaining					11.94	
				Total this Task		**$14,800.38**

Task	04	Project Management				
Professional Personnel						
			Hours	**Rate**	**Amount**	
Engineer I			17.50	125.00	2,187.50	
	Totals		17.50		2,187.50	
	Total Labor					**2,187.50**
Reimbursable Expenses						
MILEAGE- REIMBURSABLE						
1/21/2022	Rando, Colton	90% Submittal Dropoff			56.75	
	Total Reimbursables			**1.0 times**	**56.75**	**56.75**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			2,244.25	12,365.01	14,609.26	
Limit					14,980.00	
Remaining					370.74	
				Total this Task		**$2,244.25**

Task	07	Additional Services (As Needed)				
Subtask	C	Church Parking Lot Survey & Easement				
Professional Personnel						
			Hours	**Rate**	**Amount**	
Engineer I			3.00	125.00	375.00	
Senior Technician II			4.00	145.00	580.00	
	Totals		7.00		955.00	
	Total Labor					**955.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			955.00	5,973.54	6,928.54	
Limit					7,010.00	
Remaining					81.46	
				Total this Subtask		**$955.00**
				Total this Task		**$955.00**

Task	08	Wet Utility Design

Project	2003-115-01	CoC - Downtown Alley OH to UG		Invoice	300573
Fee					
Total Fee		70,000.00			
Percent Complete		100.00	Total Earned	70,000.00	
			Previous Fee Billing	52,500.00	
			Current Fee Billing	17,500.00	
			Total Fee		**17,500.00**
				Total this Task	**$17,500.00**

Task	10	Title Abstract Certificate / Summary			
Fee					
Number of Parcels		3.00			
Fee Each		500.00			
Total Fee		1,500.00			
			Total Earned	1,500.00	
			Previous Fee Billing	0.00	
			Current Fee Billing	1,500.00	
			Total Fee		**1,500.00**
				Total this Task	**$1,500.00**

Total this Invoice $63,408.25

OK to Pay
6/7/22

Billing Backup

Friday, June 3, 2022
3:03:04 PM

Cobb, Fendley & Associates, Inc. Invoice 300573 Dated 6/3/2022

Project 2003-115-01 CoC - Downtown Alley OH to UG

Task 02 Preliminary Engineering Investigation

Subtask A Survey

Professional Personnel

			Hours	Rate	Amount	
Engineer I						
1092	Rando, Colton	11/8/2021	.50	125.00	62.50	
1092	Rando, Colton	11/10/2021	.50	125.00	62.50	
	Totals		1.00		125.00	
	Total Labor					**125.00**

Unit Billing

Mileage

12/20/2021	T#-182 = 5426 - 5504	78.0 miles @ 0.56	43.68	
	Total Units	**1.0 times**	**43.68**	**43.68**
		Total this Subtask		**$168.68**
		Total this Task		**$168.68**

Task 03 Utility Coordination

Professional Personnel

			Hours	Rate	Amount
Engineer I					
1092	Rando, Colton	10/7/2021	2.50	125.00	312.50
1092	Rando, Colton	10/11/2021	.50	125.00	62.50
1092	Rando, Colton	10/18/2021	.50	125.00	62.50
1092	Rando, Colton	10/20/2021	2.00	125.00	250.00
1092	Rando, Colton	10/28/2021	2.00	125.00	250.00
1092	Rando, Colton	10/29/2021	.50	125.00	62.50
1092	Rando, Colton	10/29/2021	1.00	125.00	125.00
1092	Rando, Colton	10/29/2021	1.00	125.00	125.00
1092	Rando, Colton	11/1/2021	1.00	125.00	125.00
1092	Rando, Colton	11/2/2021	1.00	125.00	125.00
1092	Rando, Colton	11/3/2021	1.00	125.00	125.00
1092	Rando, Colton	11/3/2021	1.00	125.00	125.00
1092	Rando, Colton	11/4/2021	1.00	125.00	125.00
1092	Rando, Colton	11/5/2021	2.00	125.00	250.00
1092	Rando, Colton	11/5/2021	.50	125.00	62.50
1092	Rando, Colton	11/8/2021	1.00	125.00	125.00
1092	Rando, Colton	11/9/2021	.50	125.00	62.50
1092	Rando, Colton	11/10/2021	1.00	125.00	125.00
1092	Rando, Colton	11/11/2021	3.00	125.00	375.00
1092	Rando, Colton	11/11/2021	2.00	125.00	250.00
1092	Rando, Colton	11/12/2021	1.00	125.00	125.00
1092	Rando, Colton	11/12/2021	1.00	125.00	125.00
1092	Rando, Colton	11/15/2021	3.00	125.00	375.00
1092	Rando, Colton	11/16/2021	1.00	125.00	125.00
1092	Rando, Colton	11/22/2021	2.00	125.00	250.00

Project	2003-115-01	CoC - Downtown Alley OH to UG			Invoice	300573
1092	Rando, Colton	11/24/2021	1.00	125.00	125.00	
1092	Rando, Colton	11/29/2021	2.00	125.00	250.00	
1092	Rando, Colton	12/2/2021	.50	125.00	62.50	
1092	Rando, Colton	12/3/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/7/2021	.50	125.00	62.50	
1092	Rando, Colton	12/8/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/9/2021	2.00	125.00	250.00	
1092	Rando, Colton	12/10/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/13/2021	5.00	125.00	625.00	
1092	Rando, Colton	12/13/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/14/2021	3.00	125.00	375.00	
1092	Rando, Colton	12/14/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/15/2021	2.00	125.00	250.00	
1092	Rando, Colton	12/16/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/17/2021	1.50	125.00	187.50	
1092	Rando, Colton	12/20/2021	1.00	125.00	125.00	
1092	Rando, Colton	12/20/2021	2.00	125.00	250.00	
1092	Rando, Colton	1/3/2022	2.00	125.00	250.00	
1092	Rando, Colton	1/5/2022	2.00	125.00	250.00	
1092	Rando, Colton	1/5/2022	1.50	125.00	187.50	
1092	Rando, Colton	1/6/2022	2.00	125.00	250.00	
1092	Rando, Colton	1/6/2022	2.00	125.00	250.00	
1092	Rando, Colton	1/7/2022	1.00	125.00	125.00	
1092	Rando, Colton	1/10/2022	2.00	125.00	250.00	
1092	Rando, Colton	1/20/2022	1.00	125.00	125.00	
1092	Rando, Colton	1/24/2022	1.50	125.00	187.50	
1092	Rando, Colton	1/25/2022	.50	125.00	62.50	
1092	Rando, Colton	1/31/2022	2.00	125.00	250.00	
1092	Rando, Colton	2/1/2022	3.00	125.00	375.00	
1092	Rando, Colton	2/2/2022	2.50	125.00	312.50	
1092	Rando, Colton	2/3/2022	2.50	125.00	312.50	
1092	Rando, Colton	2/4/2022	2.00	125.00	250.00	
1092	Rando, Colton	2/7/2022	4.00	125.00	500.00	
1092	Rando, Colton	2/8/2022	4.00	125.00	500.00	
1092	Rando, Colton	2/9/2022	4.00	125.00	500.00	
1092	Rando, Colton	2/10/2022	1.00	125.00	125.00	
1092	Rando, Colton	2/11/2022	2.50	125.00	312.50	
1092	Rando, Colton	2/14/2022	3.00	125.00	375.00	
1092	Rando, Colton	2/15/2022	.50	125.00	62.50	
1092	Rando, Colton	2/16/2022	3.50	125.00	437.50	
1092	Rando, Colton	2/17/2022	2.00	125.00	250.00	
1092	Rando, Colton	2/21/2022	1.00	125.00	125.00	
1092	Rando, Colton	2/23/2022	1.00	125.00	125.00	
1092	Rando, Colton	3/2/2022	1.00	125.00	125.00	
1092	Rando, Colton	3/3/2022	1.00	125.00	125.00	
1092	Rando, Colton	3/7/2022	.50	125.00	62.50	
1092	Rando, Colton	3/8/2022	1.00	125.00	125.00	
	Totals		117.00		14,625.00	
	Total Labor					**14,625.00**

Reimbursable Expenses

MISCELLANEOUS REIMBURSABLE

EX	0061250	9/30/2021	Rando, Colton / Alley 1 Carmelita's Meeting @ SL Alley 3	4.79
EX	0061430	10/12/2021	Rando, Colton / Wet Utility Walk	5.23

Project	2003-115-01	CoC - Downtown Alley OH to UG		Invoice	300573
MILEAGE- REIMBURSABLE					
EX 0061250	9/30/2021	Rando, Colton / Alley 1 Carmelita's Meeting @ SL Alley 3		53.20	
EX 0061430	10/12/2021	Rando, Colton / Wet Utility Walk		56.00	
EX 0064016	4/28/2022	Rando, Colton / Entergy Final site visit		56.16	
	Total Reimbursables		**1.0 times**	**175.38**	**175.38**
			Total this Task		**$14,800.38**

Task 04 Project Management

Professional Personnel

			Hours	Rate	Amount	
Engineer I						
1092	Rando, Colton	11/23/2021	4.00	125.00	500.00	
1092	Rando, Colton	1/7/2022	3.50	125.00	437.50	
1092	Rando, Colton	1/14/2022	2.50	125.00	312.50	
1092	Rando, Colton	1/17/2022	3.00	125.00	375.00	
1092	Rando, Colton	1/18/2022	3.00	125.00	375.00	
1092	Rando, Colton	1/19/2022	1.50	125.00	187.50	
	Totals		17.50		2,187.50	
	Total Labor					**2,187.50**

Reimbursable Expenses

MILEAGE- REIMBURSABLE						
EX 0062687	1/21/2022	Rando, Colton / 90% Submittal Dropoff			56.75	
	Total Reimbursables			**1.0 times**	**56.75**	**56.75**
				Total this Task		**$2,244.25**

Task 07 Additional Services (As Needed)

Subtask C Church Parking Lot Survey & Easement

Professional Personnel

			Hours	Rate	Amount	
Engineer I						
1092	Rando, Colton	12/14/2021	.50	125.00	62.50	
1092	Rando, Colton	12/16/2021	.50	125.00	62.50	
1092	Rando, Colton	12/17/2021	.50	125.00	62.50	
1092	Rando, Colton	1/6/2022	.50	125.00	62.50	
1092	Rando, Colton	1/10/2022	.50	125.00	62.50	
1092	Rando, Colton	1/11/2022	.50	125.00	62.50	
Senior Technician II						
0016	Carabajal, Ronnie	12/13/2021	4.00	145.00	580.00	
	Totals		7.00		955.00	
	Total Labor					**955.00**

Total this Subtask	**$955.00**
Total this Task	**$955.00**
Total this Invoice	**$63,408.25**

CobbFendley

MONTHLY PROGRESS REPORT

TO: Tommy Woolley	FROM: Kevin Wolf, P.E.
CLIENT: City of Conroe	DATE: May 15, 2022
RE: Downtown Alley Beautification Conversion	COBBFENDLEY PROJECT NUMBER: 2003-115-01

Activities Performed during invoice cycle

Basic Services:

Task 01 – Relocation Design

- Update plans to include Alley 1 south end extension.
- Coordination and design alterations with consideration to wet utility layouts.
- 90% design plans submitted to City for review
- Finalizing 100% design plans. Pending final Entergy load calcs for two locations. (Moco food hall & 2-Story patio)
- Additional pullbox needed on alley 1 block 2 for M#3-5 & M#6.
- Alley 1 Block 3, Entergy request 2-4" to each HH on this block.
- Moco Food hall updates, and Telecom updates for service here.
- Transformer T4 easement size updates requested by City of Conroe.

Task 02A – Preliminary Engineering Investigation- Survey

- Preliminary and Final Easement exhibit and legal descriptions for 4 easement locations.

Task 02B – Preliminary Engineering Investigation- SUE QLB & C

- None

Task 03 – Utility Coordination

- Multiple utility site visits.
- Final Telecom coordination.

- Transformer Easement coordination, layout changes, alterations to conduit, and further Meter coordination.
- Coordination and updates regarding scope extension at the end of Alley 1.

Task 04 – Project Management

- Addressing 60% comments & Redlines.
- 90% Design submittal & Meeting.
- Addressing 90% comments & Redlines.
- Overall Project Management
- Coordination with wet utilities

Task 05 – Bid Phase Services

- None

Task 06 – Construction Phase Services

- None

Additional Services:

Task 07A – QLA Test Holes

- None

Task 07B – GPR & APL

- None

Task 07C – Church Parking Lot Survey

- Final Easement exhibit and legal description for 1 transformer pad location.

Task 07D – Additional Services Performed on SH-105 Project (New Sub-Task)

- None

Task 08 – Sanitary and Storm Design

- Addressing 60% comments & Redlines.
- 90% Design submittal.

- Addressing 90% comments & Redlines.
- Final sanitary and storm design.
- Coordination with City to update plans.
- Coordination with Dry regarding placement.
- Finalizing & coordinating submittal package for 100% Design Submittal.

Task 09A – Survey Alley No. 2

- None

Task 09B – SUE QLB & C Alley No. 2

- None

Task 10 – Title Abstract Certificate / Summary

- Title abstract and certificate for 3 parcel locations complete.

Purchase Order Invoice Tabulation
FY 21-22

VENDOR INFO: DVL ENTERPRISES, LLC
1525 LAKEVILLE DRIVE, SUITE 231
KINGWOOD, TX 77339

COUNCIL APPROVAL: 8/12/2021

PROJECT/DESCRIPTION: SIDEWALKS - METCALF, LOOP 336, RIVER POINTE

PURCHASE ORDER NUMBER: 21-01066-R1

RETAINAGE: 10%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 64,080.00	$ 6,408.00	$ -	$ 57,672.00
2	$ 212,941.90	$ 21,294.19	$ 57,672.00	$ 133,975.71
3	$ 290,220.00	$ 29,022.00	$ 191,647.71	$ 69,550.29
4	$ 300,827.80	$ 30,082.78	$ 261,198.00	$ 9,547.02
5	$ 337,949.80	$ 33,794.98	$ 270,745.02	$ 33,409.80
6	$ 414,468.70	$ 41,446.87	$ 304,154.82	$ 68,867.01

Total Spent: $ 373,021.83

Original Contract:	$	349,045.00
Change Orders:	$	28,000.00
Adjusted Contract:	$	377,045.00
Total Paid on Contract	$	373,021.83
Remaining Contract Balance	**$**	**4,023.17**

Percentage of Contract Paid: 99%

Percentage of Contract Time (Substantial Completion): 100%

Percentage of Change Orders: 8%

Engineering Projects Coordinator

Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

H:\Dynamic\SECRETARIAL DOCUMENTS\Misc\2021-2022 Purchase Order Breakdown

APPLICATION FOR PAYMENT NO. Pay6

2020-15, 16 - Sidewalks - Metcalf, Loop 336, Hicks, and River Point

TO: **City of Conroe**

CONTRACTOR:
DVL Enterprises, LLC
1525 Lakeville Drive
Kingwood, TX 77339-2079

Work Performed 2/25/2022 to 5/24/2022

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
	SECTION A: Base Bid									
1	Mobilization (max. 5% of Construction Amt.), (Schedule of Values Reqd.)	1	LS	$15,000.00	$ 15,000.00	0.00	$ -	0.90	$ **13,500.00**	
2	Barricades, Signs and Traffic handling, Per TxDOT Item 502	4	MO	$2,000.00	$ 8,000.00	1.25	$ 2,500.00	6.25	$ **12,500.00**	
3	REMOVE, RELOCATE SIGN, (INCLUDING NEW CONC. FOUNDATION) PER TXDOT ITEM 644	7	EA	$100.00	$ 700.00	4.00	$ 400.00	6.00	$ **600.00**	
4	INSTALL SIGN, PER TXDOT ITEM 644	9	EA	$400.00	$ 3,600.00		$ -	-	$ -	
5	DETECABLE WARNING SURFACE, PER TXDOT ITEM 531	1	EA	$500.00	$ 500.00		$ -	2.00	$ **1,000.00**	
6	ADJUST MH RIM (SAN), PER TXDOT ITEM 479	4	EA	$1,000.00	$ 4,000.00	3.00	$ 3,000.00	5.00	$ **5,000.00**	
7	REFL PAV MRK TY I (W) 12"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, PER TXDOT ITEMS 666, 672, 678	565	LF	$5.00	$ 2,825.00	310.00	$ 1,550.00	310.00	$ **1,550.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
8	REFL PAV MRK TY I (W)&(Y) 24"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, PER TXDOT ITEMS 666, 672, 678	85	LF	$10.00	$ 850.00	55.00	$ 550.00	55.00	$ **550.00**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
9	EXTENDED CURB (≤ 18"), COMPLETE IN PLACE, PER ITEM TS-31	751	LF	$20.00	$ 15,020.00		$ -	487.00	$ 9,740.00	
10	REMOVE & REINSTALL PAVERS, INSTALL NEW PAVERS (COMPLETE IN PLACE), PER ITEM TS-76	210	SY	$50.00	$ 10,500.00	123.00	$ 6,150.00	274.00	$ 13,700.00	
11	4" CONC. BASE, INCL. CONC. HEADERS, COMPLETE IN PLACE, PER DETAIL	210	SY	$50.00	$ 10,500.00	132.94	$ 6,647.00	341.94	$ 17,097.00	
12	CONC SIDEWALKS (4"), PER TXDOT ITEM 531	1852	SY	$60.00	$ 111,120.00	20.00	$ 1,200.00	1,918.33	$ 115,099.80	
13	6" CONCRETE DRIVEWAY, COMPLETE IN PLACE, PER TXDOT ITEM 530	532	SY	$70.00	$ 37,240.00	40.17	$ 2,811.90	572.17	$ 40,051.90	
14	CONC CURB & GUTTER (TY II), PER ITEM TS-31	290	LF	$50.00	$ 14,500.00	-196.00	$ (9,800.00)	389.00	$ 19,450.00	
15	CONCRETE CURB (SLOTTED), COMPLETE IN PLACE (PER TXDOT ITEM 529)	21	LF	$20.00	$ 420.00	46.00	$ 920.00	46.00	$ 920.00	
16	CURB RAMP (TYPE 1), INCLUDING DETECTABLE WAR NING SURFACE, PER TXDOT ITEM 531	1	EA	$2,000.00	$ 2,000.00		$ -	1.00	$ 2,000.00	
17	CURB RAMPS (TYPE 7), INCLUDING DETECTABLE WAR NING SURFACE, PER TXDOT ITEM 531	8	EA	$2,000.00	$ 16,000.00	-2.00	$ (4,000.00)	9.00	$ 18,000.00	
18	ADJUST FIRE HYDRANT, INCL. RISER & NECESSARY FITTINGS.	1	EA	$1,000.00	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
19	ADJUST WATER VALVES, PER TXDOT ITEM 479	4	EA	$500.00	$ 2,000.00	2.00	$ 1,000.00	5.00	$ 2,500.00	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
20	REMOVING CONC. (CURB & GUTTER), PER TXDOT ITEM 104	192	LF	$10.00	$ 1,920.00	70.00	$ 700.00	303.00	$ 3,030.00	
21	REMOVE CONC (PAVEMENT, DRIVEWAYS, VALLEYS, SIDEWALK, RAMPS, MISC), PER TXTOD ITEM 104	644	SY	$10.00	$ 6,440.00	49.00	$ 490.00	693.00	$ 6,930.00	
22	REMOVE SHRUBS, PER TXDOT ITEM 752	11	EA	$50.00	$ 550.00		$ -	11.00	$ 550.00	
23	ADJUST ELEC VAULT	3	EA	$1,500.00	$ 4,500.00		$ -	-	$ -	
24	BLOCK SOD, COMPLETE IN PLACE, PER TXDOT ITEM 162	156	SY	$10.00	$ 1,560.00	850.00	$ 8,500.00	850.00	$ 8,500.00	
25	6" CONCRETE CURB TYPE II (FOR BUS SHELTER, AND PARKING), PER ITEM TS-31	140	LF	$10.00	$ 1,400.00		$ -	140.00	$ 1,400.00	
26	ANTI-VAGRANT BENCH, PER DETAIL AND ITEM SS-5618	2	EA	$2,000.00	$ 4,000.00	2.00	$ 4,000.00	2.00	$ 4,000.00	
27	BUS SHELTER, PER ITEM SS-5432	2	EA	$25,000.00	$ 50,000.00	1.94	$ 48,500.00	1.94	$ 48,500.00	
28	24" RCP HEADWALL, COMPLET IN PLACE, PER TXDOT ITEM 466	2	EA	$5,000.00	$ 10,000.00		$ -	-	$ -	
29	REMOVE 18"-24" CMP CULVERT	70	LF	$20.00	$ 1,400.00		$ -	70.00	$ 1,400.00	
30	REMOVE STRUCTURE, (METAL POSTS) (4 EA)	1	LS	$500.00	$ 500.00		$ -	1.00	$ 500.00	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
31	RCP CULVERT (CL III) (24IN), COMPLETE IN PLACE, PER TXDOT ITEM 464	110	LF	$100.00	$ 11,000.00		$ -	-	$ -	
				$ 349,045.00	PAY PERIOD SUB TOTAL:		$ 76,118.90			
								$	349,068.70	

SECTION B: ADDITIVE ALTERNATES

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
33	RC PIPE (CL III) (24IN), COMPLETE IN PLACE, PER TXDOT ITEM 464	280	LF	$100	$ 28,000.00		$ -	280.00	$ **28,000.00**	
34	CUT AND RESORE ASHPALT PAVING, PER TXDOT ITEM 400	15	SY	$100.00	$ 1,500.00		$ 400.00	87.00	$ **8,700.00**	
35	TYPE C INLET (5'X5'), COMPLETE IN PLACE, PER TXDOT ITEM 465	2	EA	$5,000.00	$ 10,000.00		$ -	2.00	$ **10,000.00**	
36	TYPE E INLET (5'X5'), COMPLETE IN PLACE, PER TXDOT ITEM 465	1	EA	$4,000.00	$ 4,000.00		$ -	1.00	$ **4,000.00**	
37	JUNCTION BOX (5'X5'), COMPLETE IN PLACE, PER TXDOT ITEM 465	1	EA	$5,500.00	$ 5,500.00		$ -	1.00	$ **5,500.00**	
38	GRATE INLET (3'X3'), COMPLETE IN PLACE, PER TXDOT ITEM 465	1	EA	$4,000.00	$ 4,000.00		$ -	1.00	$ **4,000.00**	
39	REMOVE AND REPLACE TYPE E INLET (5'X5') TOP, PER TXDOT ITEM 465	1	EA	$4,000.00	$ 4,000.00		$ -	1.00	$ **4,000.00**	
40	REMOVE AND DISPOSE 18" METAL STM PIPE	30	LF	$40.00	$ 1,200.00		$ -	30.00	$ **1,200.00**	
					$ 58,200.00					

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)
						PAY PERIOD SUB TOTAL:	$ 400.00			
						B: TOTAL WORK COMPLETED			$ 65,400.00	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	

SECTION C: CHANGE ORDERS

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1	Add Alternative Items: 33-40 Above				$ -		$ -	0.00	$ -	
2	Quantity Over-runs									
3	Addition of new bid item for 6" curb	271.00	LF	$ 20.00	$ 5,420.00		$ -	0.00	$ -	
					$ 5,420.00					

PAY PERIOD SUB TOTAL:	$ -
C: TOTAL WORK COMPLETED	$ -

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)

CITY OF CONROE

APPROVALS

Field Verified & Recommended Approval:

6/13/22

Inspector **Date**

6/13/22

Christopher Bogert, PE **Date**

City Engineer

6/13/22

Project Manager **Date**

Accompanying Documentation:

SUBTOTAL AMOUNT: (A+B+C):			$ 414,468.70
LESS 10% RETAINAGE:			$ 41,446.87
AMOUNT DUE TO DATE:			$ 373,021.83
LESS PREVIOUS PAYMENTS :	11/3/202 TO	2/24/2022	$ 304,154.82
AMOUNT DUE THIS APPLICATION:			$ 68,867.01

By: 6/10/22

Contractor Signature **Date**

Total number of weather days for this pay period: 2*

*See page 10 of 10, Document 00100 of the contract for weather schedule.

*Additional days beyond the weather schedule will be determined on a monthly basis * +7 days

* 7 day delay waiting for City to move Water Line.

Official Application: C.Cheek 6/7/22

Purchase Order Invoice Tabulation
FY 21-22

VENDOR INFO: LARRY YOUNG PAVING, INC.
PO BOX 11779
COLLEGE STATION, TX 77842

COUNCIL APPROVAL: 2/24/2022

PROJECT/DESCRIPTION: **CONSTRUCTION - NORTH 6TH STREET REHAB**

PURCHASE ORDER NUMBER: 22-00730

RETAINAGE: 5%

INVOICE	TOTAL GROSS	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1	$ 126,939.75	$ 6,346.99	$ -	$ 120,592.76
2	$ 260,892.60	$ 13,044.63	$ 120,592.76	$ 127,255.21

Total Spent: $ 247,847.97

Original Contract:	$	1,257,772.05
Change Orders:	$	-
Adjusted Contract:	$	1,257,772.05
Total Paid on Contract	$	247,847.97
Remaining Contract Balance	**$**	**1,009,924.08**

Percentage of Contract Paid: 20%

Percentage of Contract Time (Substantial Completion): 48%

Percentage of Change Orders: 0%

Engineering Projects Coordinator

Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

APPLICATION FOR PAYMENT NO. Pay2
2021-17 Street Rehab - North 6th Street Area



TO: City of Conroe

CONTRACT FOR:

Larry Young Paving, Inc.
PO Box 11779
College Station, TX 77842

Work Performed 5/1/2022 TO 5/31/2022

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
	SECTION A: BASE BID									
1	MOBILIZATION (max. 5% of Const. Amount), Per TS 60	1	LS	$ 87,000.00	$ 87,000.00	0.07	$ 6,090.00	0.72	$ 62,640.00	
2	REMOVING CONC. GUTTER OR CURB&GUTTER, Per TxDOT Item 104	1652	LF	$ 9.50	$ 15,694.00	907.00	$ 8,616.50	1,063.00	$ 10,098.50	
3	REMOVING STAB BASE AND ASPH (6" - 8"), Per TxDOT Item 105	576	SY	$ 14.00	$ 8,064.00	411.00	$ 5,754.00	678.00	$ 9,492.00	
4	BLOCK SOD, Per TxDOT Item 162	1500	SY	$ 5.25	$ 7,875.00		$ -	-	$ -	
5	D-GR HOT-MIX ASPHALT (METH) TY-D PG64-22, Per TxDOT Item 341	5729.23	TON	$ 110.00	$ 630,215.30		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
6	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6"), Per TxDOT Item 351	2500	SY	$ 48.00	$ 120,000.00		$ -	-	$ -	
7	PLANE ASPHALT CONCRETE PAVEMENT (0-2"), Per TxDOT Item 354	27503	SY	$ 2.25	$ 61,881.75		$ -	-	$ -	
8	CONC. PAVMT-VALLEYS (JOINT REINF)(6"), Per TxDOT Item 360	190	SY	$ 71.00	$ 13,490.00	54.00	$ 3,834.00	**124.00**	$ **8,804.00**	
9	CUT & RESTORING PAV (ASPH), Per TxDOT Item 400	48	SY	$ 180.00	$ 8,640.00		$ -	-	$ -	
10	RC PIPE (CL III)(18 IN), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 464	244	LF	$ 87.00	$ 21,228.00	132.00	$ 11,484.00	**376.00**	$ **32,712.00**	
11	RC PIPE (CL IV)(18 IN), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 464	96	LF	$ 100.00	$ 9,600.00		$ -	**96.00**	$ **9,600.00**	
12	RC PIPE (CL III)(24 IN), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 464	64	LF	$ 92.00	$ 5,888.00	16.00	$ 1,472.00	**48.00**	$ **4,416.00**	
13	RC PIPE (CL IV)(24 IN), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 464	96	LF	$ 110.00	$ 10,560.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
14	INLET (TY C), COMPLETE IN PLACE, Per Item 465	2	EA	$ 6,600.00	$ 13,200.00	2.00	$ 13,200.00	**2.00**	**$ 13,200.00**	
15	SET (TYII) (18 IN) (RCP) (3:1), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 467	4	EA	$ 810.00	$ 3,240.00		$ -	**4.00**	**$ 3,240.00**	
16	SET (TYII) (24 IN) (RCP) (3:1), INCLUDING CSS BACKFILL, COMPLETE IN PLACE, Per TxDOT Item 467	2	EA	$ 1,100.00	$ 2,200.00	2.00	$ 2,200.00	**4.00**	**$ 4,400.00**	
17	ADJUST MH RIM (SAN), INCLUDING CONC. PAD, Per Plan Details	23	EA	$ 1,100.00	$ 25,300.00		$ -	-	$ -	
18	ADJUST WATER VALVES, INCLUDING CONC. PAD, Per Plan Details	30	EA	$ 420.00	$ 12,600.00		$ -	-	$ -	
19	REMOVE CULVERT PIPE (12" - 18") (ALL MATERIALS), Per TxDOT Item 496	348	LF	$ 27.00	$ 9,396.00	117.00	$ 3,159.00	**305.00**	**$ 8,235.00**	
20	REMOVE STR (INLET), Per TxDOT Item 496	2	EA	$ 880.00	$ 1,760.00	5.00	$ 4,400.00	**5.00**	**$ 4,400.00**	
21	BARRICADES, SIGNS AND TRAFFIC HANDLING, Per TxDOT Item 502	4	MO	$ 1,100.00	$ 4,400.00		$ -	-	$ -	
22	TEMPORARY SEDIMENT CONTROL FENCE, Per TxDOT Item 506	500	LF	$ 3.25	$ 1,625.00	**18.00**	$ 58.50	**51.00**	**$ 165.75**	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
23	CONC CURB & GUTTER (TYPE II), Per TxDOT Item 529	1152	LF	$ 31.00	$ 35,712.00	608.00	$ 18,848.00	**671.00**	$ **20,801.00**	
24	CONC CURB (MONO)(TYPE II)(6"), Per TxDOT Item 529	364	LF	$ **3.25**	$ 1,183.00	317.00	$ 1,030.25	**499.00**	$ **1,621.75**	
25	DRIVEWAYS (CONC) (6"), Per TxDOT Item 530	800	SY	$ 65.00	$ 52,000.00	369.00	$ 23,985.00	**573.00**	$ **37,245.00**	
26	DRIVEWAYS (ASPH) INCLUDING BASE (6"), Per TxDOT Item 531	1000	SY	$ 58.00	$ 58,000.00		$ -	-	$ -	
27	REFL PAV MRK TY I (W) 24"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, Per TxDOT Items 666, 672, 678	455	LF	$ 10.00	$ 4,550.00		$ -	-	$ -	
28	REFL PAV MRK TY I (W) 12"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, Per TxDOT Items 666, 678	204	LF	$ 5.00	$ 1,020.00		$ -	-	$ -	

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
29	REFL PAV MRK TY I (Y) 4"(SLD)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, Per TxDOT Items 666, 678	2230	LF	$ 1.25	$ 2,787.50		$ -	-	$ -	
30	REFL PAV MRK TY I (Y) 4"(BRK)(100MIL), INCLD SEALER & SURFACE PREP, COMPLETE IN PLACE, Per TxDOT Items 666, 679	350	LF	$ 1.75	$ 612.50		$ -	-	$ -	
31	DITCH CLEANING & RESHAPING, Per TxDOT Item 760	2300	LF	$ 9.50	$ 21,850.00	3,036.00	$ 28,842.00	**3,036.00**	**$ 28,842.00**	
32	EXTRA - CEMENT STABILIZED SAND (2 SK/TON), COMPLETE IN PLACE (When Approved) (min. unit bid $55.00)	100	TON	$ 62.00	$ 6,200.00	15.80	$ 979.60	**15.80**	**$ 979.60**	
				$ 1,257,772.05						

PAY PERIOD SUB TOTAL: $ 133,952.85

A: TOTAL WORK COMPLETED: $ 260,892.60

SECTION B: CHANGE ORDERS

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY (Inspector)
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1							$ -	-	$ -	
							$ -	-	$ -	
					$ -					

PAY PERIOD SUB TOTAL: $ -

B: TOTAL WORK COMPLETED $ -

NO.	DESCRIPTION	PROPOSAL				PAY PERIOD		WORK COMPLETE		VERIFY MONTHLY
		Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	(Inspector)

CITY OF CONROE

APPROVALS

Field Verified & Recommended Approval:

Inspector — Date: 6-6-22

Project Manager — Date: 6/6/22

Christopher Bogert, PE
City Engineer — Date: 6/7/22

Accompanying Documentation:

SUBTOTAL AMOUNT: (A+B):			$ 260,892.60
LESS 5% RETAINAGE:			$ 13,044.63
AMOUNT DUE TO DATE:			$ 247,847.97
LESS PREVIOUS PAYMENTS :		TO 4/30/2022	$ 120,592.76
AMOUNT DUE THIS APPLICATION:			$ 127,255.21

By: _____ Date: 6/1/22

Contractor Signature

Total number of weather days for this pay period: _____

*See page 10 of 10, Document 00100 of the contract for weather schedule.

Official Application: C.Cheek 4/5/22

Purchase Order Invoice Tabulation

FY 21-22

Vendor Info: Lockwood, Andrews, & Newnam, Inc.
2925 Briarpark Drive, Suite 400
Houston, TX 77042

Council Approval: 2/11/2022

Project/Description: Contract Services / Water Master Plan Update

Purchase Order Number 22-00731

Date	Invoice #	Amount
4/28/2022	130-10292-006-1	$ 51,915.44
6/8/2022	130-10292-006-2	$ 54,177.29
Total Spent:		$ 106,092.73

CONTRACT AMOUNT:	$	374,510.00
Contract Adjustment (Current PO):	$	-
Adjusted Contract Amount:	$	374,510.00
Total Paid:	$	106,092.73
Remaining Contract Balance:	$	**268,417.27**

Percentage of Contract Paid: 28%

Engineering Projects Coordinator

FOR TEMMS

Thomas E. Woolley, Jr.
Director of Capital Projects/Transportation

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

Telephone: 713-266-6900

PLEASE REMIT TO:

Make Checks Payable to:
Lockwood, Andrews & Newnam, Inc.
P.O Box 30065
Omaha, NE 68103-1165

ACH/Wire Payments can be sent to:
First National Bank
Account: 110390778
Routing: 104000016

June 8, 2022
Invoice No: 130-10292-006-2
Invoices submitted via email to RCarrasquillo@cityofconroe.org

Attn: Rafael Carrasquillo
City of Conroe
P.O. Box 3066
Conroe, Texas 77305

PO Number: 22-007006
GL Acct # 002-2810-8060

2022 Conroe Water Master Plan Update

Professional Services Through May 27th, 2022

Task	Description	Contract Value	Percent Complete	Total Invoice To Date	Previously Invoiced	This Invoice
101	Meetings with City Staff	$ 35,270.00	33%	$ 11,470.00	$ 9,060.77	$ 2,409.23
102	Data Collection	$ 37,320.00	100%	$ 37,320.00	$ 21,715.72	$ 15,604.28
103	Update Existing System Hydraulic Model	$ 24,680.00	100%	$ 24,680.00	$ 17,492.87	$ 7,187.13
104	System Evaluation	$ 149,200.00	18%	$ 27,384.73	$ -	$ 27,384.73
105	Final System Improvements	$ 16,580.00	0%	$ -	$ -	$ -
106	Capital Improvements Program (CIP)	$ 42,600.00	0%	$ -	$ -	$ -
107	Water Distribution System Master Plan	$ 48,100.00	0%	$ -	$ -	$ -
108	Project Management	$ 14,760.00	35%	$ 5,235.92	$ 3,646.08	$ 1,589.84
109	Council Workshop Presentation	$ 5,000.00	0%	$ -	$ -	$ -
900	Reimbursable Expenses	$ 1,000.00	0%	$ 2.08	$ -	$ 2.08
	TOTAL	$ 374,510.00	28%	$ 106,092.73	$ 51,915.44	$ 54,177.29

RECEIVED
JUN 08 2022
ENGINEERING DEPARTMENT

TOTAL DUE THIS INVOICE: $ 54,177.29

Authorized By: Dedra Ecklund
Dedra Ecklund

Date: 06/08/2022

RE OK to pay
CB

City of Conroe

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

PROJECT PROGRESS REPORT

From April 16, 2022 through May 27, 2022

Professional Engineering Services for
City of Conroe
Water Distribution System Master Plan Update (Master Plan Update)

Conroe PO# 22-00706
LAN Project No. 130-10292-006

Work Completed This Period:

- Performed calibration for average day scenario
- Prepared for Existing System Model Review Meeting
- Performed QA/QC of existing system hydraulic model
- Revised calibration for average day scenario
    - Incorporated comments from Existing System Model Review Meeting
- Updated existing system hydraulic model and calibration for peak day scenario
    - Adjustment and import of peak day demands
    - Updated SCADA inputs for calibration
    - Pressures and tank level verification
- Prepared for May Progress Meeting
- Future system demand projections
    - TCEQ research and demand projection
    - Peak day demand projection adjustments

Work Completed Outside Authorized Scope: N/A

Purchase Order Invoice Tabulation
FY 21-22

Vendor Info: **07350**

MONTGOMERY COUNTY
501 N THOMPSON, SUITE 205
CONROE, TX 77301

Council Approval: 11/15/2021

Project/Description: 2% of Hotel Occupancy Tax to Montgomery County per Agreement

Purchase Order Number: **22-00355**

Purchase Order Amount: $ 900,000.00

Date	Invoice #	Amount
12/1/2021	HOT OCT 2021	$ 76,195.40
1/4/2021	HOT NOV 2021	$ 66,522.19
1/31/2022	HOT DEC 2021	$ 59,248.93
2/28/2022	HOT JAN 2022	$ 54,785.97
3/31/2022	HOT FEB 2022	$ 55,867.24
5/2/2022	HOT MARCH 2022	$ 88,021.13
5/31/2022	HOT APRIL 2022	$ 85,689.00

Total Spent: $ 486,329.86

Remaining Purchase Order Balance: $ 413,670.14

Percentage of Contract Paid: 54%

Assistant Director of Finance and Administration

Steve Williams

Assistant City Administrator & Chief Financial Officer

I:\DYNAMIC\Hotel Occupancy Tax\Hotel Tax FY 22\POS-HOT TAX TO MOCO FY 2022

City of Conroe

Accounts Payable
Special Payment Form

CITY OF CONROE

P O Box 3066
Conroe, TX 77305

Date:	5/31/2022	**Vendor #:**	07350	**INCODE ID/Invoice#:**	HOT APRIL 2022
Vendor Name:	Montgomery County Texas			**P O # 22-00355**	

Address:
501 N Thompson, Suite 205
CONROE, TX 77301

Dept #	Acct #	P Code	Description	Price
004	2100		Interlocal Government expense for 2% Hot Tax Agreement	$85,689.00
			Received in MAY 2022 for APRIL 2022 HOT Collected	
			Montgomery Counties' 2 % Share per City of Conroe agreement with Montgomery County of 7% hotel occupancy tax collected by Azavar -Local Gov and paid directly to the city.	
			Total Payment/Reimbursement	**$85,689.00**

Comments / Special Instructions:

M. Lawrence Scott — Submitted by Signature
5/31/22 — Date
Approval Signature
Date

** CITY OF CONROE IS EXEMPT FROM STATE SALES AND USE TAX **

This form is used when requesting payment or reimbursement items that do not have a standard invoice. Examples of special payments include: Mileage, Registratiion, Reimbursements to City employee, Sam's receipts, Filing Fees, and Contracts

PLEASE ATTACH SUPPORT DOCUMENTATION
PUT PAYMENT IN AN OPEN ITEM PACKET

Tax Payer Account	Tax Payer Name	Period	Gross Receipts	Deductions	Taxable Base	Gross Tax	Margaritaville'spor tion	Penalty & Interest	Net Tax Paid	verify Net Tax	Margaritaville's Discount	county 2/7th	CVB and Arts Commission	Disb Date
354959	Holiday Inn Express	Mar-22	$ 275,179.00	$ 33,863.57	241,315.43	$16,892.08		0	$16,892.08	$16,892.08		$4,826.07	$12,066.01	5/2/2022
354961	LaQuinta Inn	Apr-22	$ 127,442.36	$ 2,011.94	125,430.42	$8,780.13		0	$8,780.13	$8,780.13		$2,508.48	$6,271.65	5/3/2022
354970	Best Western Lake Conroe-inn	Apr-22	$ 108,705.15		108,705.15	$7,609.36		0	$7,609.36	$7,609.36		$2,173.99	$5,435.37	5/4/2022
398023	Scottish Inn	Apr-22	$ 51,007.62	$ 1,650.00	49,357.62	$3,455.03		0	$3,455.03	$3,455.03		$987.10	$2,467.93	5/5/2022
354955	Days Inn - North	Apr-22	$ 58,184.20	$ 1,469.79	56,714.41	$3,970.01		0	$3,970.01	$3,970.01		$1,134.23	$2,835.78	5/5/2022
471000	Lakeside Bungalow	Apr-22	$ 1,827.15		1,827.15	$127.90		0	$127.90	$127.90		$36.54	$91.36	5/10/2022
354957	Fairfield Inn	Apr-22	$ 210,592.01	$ 46,746.89	163,845.12	$11,469.16		0	$11,469.16	$11,469.16		$3,276.74	$8,192.42	5/11/2022
471002	Towneplace Suite	Apr-22	$ 234,325.62	$ 32,236.00	202,089.62	$14,146.27		0	$14,146.27	$14,146.27		$4,041.59	$10,104.68	5/11/2022
354958	Hampton Inn	Apr-22	$ 289,623.14	$ 1,297.82	288,325.32	$20,182.77		0	$20,182.77	$20,182.77		$5,766.22	$14,416.55	5/12/2022
423677	Homewood Suites by Hilton Conroe	Apr-22	$ 378,692.75	$ 20,304.90	358,387.85	$25,087.15		0	$25,087.15	$25,087.15		$7,167.40	$17,919.75	5/16/2022
354948	Baymont Inn	Apr-22	$ 123,421.85	$ 1,626.47	121,795.38	$8,525.68		0	$8,525.68	$8,525.68		$2,435.79	$6,089.89	5/16/2022
471008	Blueberry Hill	Apr-22	$ 900.15		900.15	$63.01		0	$63.01	$63.01		$18.00	$45.01	5/17/2022
354966	Value Place Conroe	Apr-22	$ 134,724.04	$ 68,885.52	65,838.52	$4,608.70		0	$4,608.70	$4,608.70		$1,316.70	$3,292.00	5/18/2022
354971	Super 8 Montgomery	Apr-22	$ 53,466.76		53,466.76	$3,742.67		0	$3,742.67	$3,742.67		$1,069.28	$2,673.39	5/19/2022
354964	Springhill Suites- Woodlands	Apr-22	$ 351,895.21	$ 18,163.13	333,732.08	$23,361.25		0	$23,361.25	$23,361.25		$6,674.31	$16,686.94	5/23/2022
354965	Super 8 Conroe	Apr-22	$ 45,668.90	$ 3,120.00	42,548.90	$2,978.42		0	$2,978.42	$2,978.42		$850.94	$2,127.48	5/23/2022
354950	Comfort Inn	Apr-22	$ 104,885.91	$ 7,913.79	96,972.12	$6,788.05		0	$6,788.05	$6,788.05		$1,939.35	$4,848.70	5/23/2022
416563	Holiday Inn Club Vacations	Apr-22	$ 125,374.57	$ 324.92	125,049.65	$8,753.48		0	$8,753.48	$8,753.48		$2,500.87	$6,252.61	5/23/2022
380485	Terry Pool	Apr-22	$ -		-	$0.00		0	$0.00	$0.00		$0.00	$0.00	5/25/2022
460278	54 N April Point Dr	Apr-22	$ 570.00		570.00	$39.90		0	$39.90	$39.90		$11.40	$28.50	5/25/2022
409490	148 April Point Driv	Apr-22	$ 927.00		927.00	$64.89		0	$64.89	$64.89		$18.54	$46.35	5/25/2022
471005	Kenneth Hoffman	Apr-22	$ 1,175.22		1,175.22	$82.27		0	$82.27	$82.27		$23.50	$58.77	5/25/2022
414381	Corporate Inn & Suites	Apr-22	$ 5,370.59	$ 1,729.00	3,641.59	$254.91		0	$254.91	$254.91		$72.83	$182.08	5/25/2022
459789	AIRbnb	Apr-22	$ 246,758.95	$ 10,624.48	236,134.47	$16,529.41		0	$16,529.41	$16,529.41		$4,722.45	$11,806.96	5/26/2022
458492	Shane Davis	Apr-22	$ 10,600.00		10,600.00	$742.00		0	$742.00	$742.00		$211.99	$530.01	5/26/2022
471010	Jacob Barragan	Apr-22	$ 819.00	$ -	819.00	$57.33		0	$57.33	$57.33		$16.38	$40.95	5/27/2022
354959	Holiday Inn Express Hotel & Suites	Apr-22	$ 277,631.00	$ 45,615.43	232,015.57	$16,241.09		0	$16,241.09	$16,241.09		$4,640.08	$11,601.01	5/27/2022
449918	Margaritaville Resort	Apr-22	$ 1,362,479.03		1,362,479.03	$95,373.53	$54,496.44		$40,877.10	$95,373.53	$54,496.44	$27,248.23	$13,628.87	5/24/2022
	TOTAL FOR APRIL 2022 HOT COLLECTIONS				**$3,701,313.35**	**$259,091.93**		**$0.00**	**$245,430.02**	**$299,926.45**	**$54,496.44**	**$85,689.00**	**$159,741.02**	

TP Property, LLC
New Agreement entered into as of January 1, 2016
La Torretta retains 4/7ths of HOT = 57.14%
Remit to County 2/7ths of HOT = 28.57%
Remit to City 1/7ths of HOT = 14.29%

Due to Mongomery CO. **$85,689.00**

Purchase Order Invoice Tabulation
FY 20-21

VENDOR INFO: Montgomery County Children's Advocacy Center
1519 Oddfellow St
Conroe, TX 77301

COUNCIL APPROVAL: 6/23/2022

PROJECT/DESCRIPTION: **Children's Advocacy**

PURCHASE ORDER NUMBER: 22-00964

RETAINAGE:

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
Autofill	$ 150,000.00	$ -	$ -	$ 150,000.00	$ 150,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -

Total Spent: $ 150,000.00

Original Contract:	$ 150,000.00
Change Order:	$ -
Adjusted Contract:	$ 150,000.00
Total Paid on Contract	$ 150,000.00
Remaining Contract Balance	$ -

Percentage of Contract Paid: 100%

Percentage of Contract Time (Substantial Completion): #DIV/0!

City Administrator

{Director Title}

CITY OF CONROE
300 W. Davis St.
P.O. Box 3066
Conroe, TX 77305-3066
(936) 522-3000

PURCHASE ORDER

PO Number: 22-00964 **Date:** 06/13/2022

Request #: REQ12238 **Vendor #:** 16480

ISSUED TO: THE MONTGOMERY CO CHILDRENS ADVOCACY CTR INC DE
1519 ODDFELLOW ST
CONROE, TX 77301

SHIP TO: CITY OF CONROE - DEAN TOWERY SERVICE (
Attn:PURCHASING WAREHOUSE
401 SGT ED HOLCOMB BLVD S.
Conroe, TX 77304

ITEM	UNITS	DESCRIPTION	INV PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Children's Safe Harbor Donation		001-1041-8060		0.00	150,000.00
		Please hold physical check for pick up					

This Purchase Order constitutes a legal contract to buy products or services.
The seller agrees this purchase cannot exceed the total stated amount below.

SUBTOTAL:	
SHIPPING:	0.00
TOTAL TAX:	0.00
TOTAL	150,000.00

Authorized by: Teri Lynn Hatch **Date:** 6-14-22

1. Original invoice plus one copy must be sent to: City of Conroe, 300 W Davis St, PO Box 3066, Conroe, TX 77305-3066.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The City is exempt from federal excise and state tax - ID# 74-6000555
10.

RECONVENE

THURSDAY, APRIL 14, 2022 – 6:00 P.M.

OFFICIAL ACTION OF REGULAR AND JOINT MEETING OF CONROE CITY COUNCIL, THE CONROE LOCAL GOVERNMENT CORPORATION (CLGC) – CITY HALL COUNCIL CHAMBERS – 300 WEST DAVIS STREET

FICIAL ACTION OF THE CONROE CITY COUNCIL
LL TO ORDER
LL OF ROLL

REQ122238

PRESENT: Mayor Czajkoski
Mayor Pro Tem McDonald
Council Members Maddux, Yancey, Porter, and Coon
City Administrator Paul Virgadamo
City Attorney Gary Scott
City Secretary Soco M. Gorjón

INVOCATION & Deacon Jeff Borski - Sacred Heart Catholic Church

PLEDGE: The City of Conroe Afterschool Program

Mayor Czajkoski recognized Police Officer Cruz for his service to the Conroe Police Department.

SERVICE AWARDS: Jodi Willard 5 Years CVB Department

CITIZEN INQUIRY
None

ANNEXATION OF 50.80 ACRES OF LAND – MONTGOMERY COUNTY UTILITY DISTRICT NO. 132

This item was deferred.

PROFESSIONAL CONSULTING ENGINEERING SERVICES

Mayor Pro Tem McDonald made a motion to approve a proposed Professional Consulting Engineering Services List, as discussed and presented. Councilman Yancey seconded the motion. Motion carried unanimously.

105 WATERLINE EXTENSION PROJECT CONTRACT

Councilman Maddux made a motion to approve the proposed SH 105 Waterline Extension Project Contract, as discussed and presented. Councilwoman Porter seconded the motion. Motion carried unanimously.

AMENDMENTS ARTICLE I & VII, CHAPTER 94 – GOLF COURSE TRACT

Mayor Pro Tem McDonald made a motion to approve the proposed amendments to the provisions of Article I and Article VII, Chapter 94, of the City of Conroe Code of Ordinances regarding residential redevelopment of a golf course tract, as discussed and presented. Councilman Maddux seconded the motion. Motion carried unanimously.

UTILITY AND ROAD AGREEMENT – MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 138

Assistant City Administrator/CFO Steve Williams presented Council for their review and consideration a proposed Resolution consenting to the addition of 32.83 acres of land to the Utility and Road Agreement between the City and Montgomery County Municipal Utility District No. 138. Staff recommended approval.

Mayor Pro Tem McDonald made a motion to approve the proposed Resolution consenting to the addition of certain territory to the Utility and Road Agreement between the City and Montgomery County Municipal Utility District No. 138, as discussed and presented. Councilman Coon seconded the motion. Motion carried unanimously.

FY 21-22 OPERATING BUDGET MID-YEAR REVIEW

Councilman Maddux made a motion to approve all proposed items for the Fiscal Year 2021-2022 Operating Budget mid-year review, as discussed and presented. Councilman Yancey seconded the motion. Motion carried unanimously.

CHILDREN'S SAFE HARBOR

Mayor Pro Tem McDonald made a motion to approve funding for the Children's Safe Harbor of $150,000 out of the Opioid settlement fund, as discussed and presented. Councilman Coon seconded the motion. Motion carried unanimously.

AYOR CZAJKOSKI CONVENED THE JOINT MEETING - CONROE LOCAL GOVERNMENT CORPORATION (CLGC)

Assistant City Administrator/CFO Steve Williams presented for review and consideration the Fourth amendment to the Initial Guarantee Maximum Price from DPR Construction for the Conroe Hotel and Convention Center and amend the project budget to reallocate funding among various line items.

OFFICIAL MINUTES OF THE JOINT MEETING OF CONROE CITY COUNCIL AND THE CONROE LOCAL GOVERNMENT CORPORATION (CLGC)

Mayor Czajkoski recognized Police Officer Moore for his service to the Conroe Police Department.

CITIZEN INQUIRY

Scott Mrosko, resident of Wedgewood Subdivision, addressed Council and requested support of a minimum lot requirement increase of ft. lot size. Mr. Mrosko noted he had the support over 350 Wedgewood home owners requesting the same, which will help their home ues.

Doug Frankhouser, resident of Wedgewood Subdivision, addressed Council and requested an amendment to the Ordinance for an increase of 70 ft. lot size. He thanked Councilman Maddux for his leadership and for listening to the Wedgewood residents' concerns.

CHILDREN'S SAFE HARBOR

Mayor Pro Tem McDonald stated the importance of the Children's Safe Harbor in our community and welcomed Dr. Victoria Constance, Executive Director & CEO of the Board of Directors of Children's Safe Harbor, who presented Council a detailed update of the work their organization has done for 23 years for the children in our community. District Attorney Brett Ligon addressed Council and asked for their support to this great organization and stated the County would contribute a proportional match of $25,000 a 4 to 1 match. Councilwoman Porter thanked Dr. Constance and proposed the Council to match what the County contributes. Councilman Maddux thanked Dr. Constance for the presentation and stated the need to step up and help the organization. Mayor Pro Tem McDonald suggested providing $100,000 to be given to the organization from the Opioid lawsuit funds as a one-time donation and possible yearly funding. Councilman Yancey thanked Dr. Constance for all of the work they are doing for children.

AMENDMENTS TO ARTICLE I & VII, CHAPTER 94 – GOLF COURSE TRACT

Councilman Maddux addressed Council concerning the problem with Wedgewood Subdivision and pointed out the need to protect infield golf course, and stated after a meeting with City staff they were able to settle with 60 ft. lot size in order to protect this type of properties. Mayor Pro Tem McDonald stated he wanted to help all of our Conroe communities. Councilwoman Porter stated she was very opposed to 40 ft. lots and requested that an item be placed on the next Council Meeting agenda to return to 50 ft. lots in Conroe. Councilman Coon thanked the representatives of Wedgewood Subdivision and Councilman Maddux for his hard work. Mayor Czajkoski stated that the Wedgewood Golf Course should have never been voted out in 2016 and he was proud of the current leadership.

PUBLIC HEARING – ARTICLE I & VII, CHAPTER 94 – GOLF COURSE TRACT

At 2:34 p.m., Mayor Czajkoski recessed the Open Meeting to conduct a Public Hearing for the approval of proposed amendments to the provisions of Article I and Article VII, Chapter 94, of the City of Conroe Code of Ordinance regarding residential redevelopment of a golf urse tract.

After receiving no comments, the Open Meeting convened at 2:35 p.m.

CONROE MAIN STREET ADVISORY BOARD

Downtown Manager Frank Robinson presented Council for their review and consideration a proposed Resolution appointing a member to the Conroe Main Street Advisory Board to fill a vacated unexpired term. Mr. Robinson stated that Melani Lyndsey resigned from her appointed position and the Board recommended the Mayor appoint business owner Mike Rape to fill the unexpired term. Staff recommended approval.

ANNEXATION 50.80 ACRES LAND INTO THE MONTGOMERY COUNTY MUD 132

This item was deferred.

EUTEK TEACUP SYSTEM – WASTEWATER TREATMENT PLANT

Public Works Director Norman McGuire presented Council for their consideration the proposed purchase of an Eutek TeaCup System for the Wastewater Treatment Plant. Mr. McGuire stated this was one of the first steps in the process to remove grit from the wastewater influent, which prevented damage to pumps and other equipment. Staff recommended approval of purchase in the amount of $81,100.

CIP UPDATE

Director of Capital Projects/Transportation Tommy Woolley presented Council for their review and consideration a detailed CIP update of ongoing projects (Attached as "Exhibit A"). Councilman Coon inquired about the blinking signal at Longmire and Wedgewood to which Mr. Woolley stated the project was cancelled when Council recommended delaying the project. Mr. Woolley stated the study was completed and did not recommend a traffic signal, but once the golf course development began, the signal would be addressed at that time. After a discussion from Council, it was their recommendation to install a flashing red with a three way stop with mast arms at Longmire and Wedgewood. Chad Nobles with Ameresco addressed Council and gave a detailed update of the AMI Network Gateway progress.

OFESSIONAL CONSULTING ENGINEERING

ector of Capital Projects/Transportation Tommy Woolley presented Council for their review and consideration the proposed ofessional Consulting Engineering Services List. Mr. Woolley stated that several committees were formed to evaluate and score the 86 RFQ packets received for on-call services. He noted this list was approved for three years with an option to extend to five years. Staff recommended approval of the consultants on the provided list for five years. (Attached as "Exhibit B")

MINUTES OF THE
JOINT MEETING OF CONROE CITY COUNCIL
AND THE CONROE LOCAL GOVERNMENT CORPORATION (CLGC)

APRIL 13 & 14, 2022

CALL TO ORDER
CALL OF ROLL

PRESENT: Mayor Czajkoski
Mayor Pro Tem McDonald
Council Members Maddux, Yancey, Porter, and Coon
City Administrator Paul Virgadamo
City Attorney Gary Scott
City Secretary Soco M. Gorjón

After a roll call by the City Secretary establishing a quorum was present, the workshop meeting was called to order at 2:00 p.m. by Mayor Czajkoski.

The meeting agenda, which was posted in accordance with the Texas Government Code, Chapter 551, was presented.

Agenda folders containing data relating to agenda items had been furnished to Council Members prior to the meeting of the Council.

Agenda items were considered by the Council. The action taken concerning such item is shown on the official Council Action Sheet attached hereto and made a part of these Minutes.

fter all business properly brought before the Council had been considered, City Council adjourned.

Jody Czajkoski, Mayor

ATTEST:

Soco M. Gorjón, City Secretary

Agenda Submittal Form

Paul, Please process $150,000 City donation out of the Opioid settlement

CITY OF CONROE

☐ **Workshop** ☒ **Regular Council**

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

Meeting Date: April 14, 2022
Department: Administration
Contact: Paul Virgadamo

Approved by City Council

APR 14 2022

Description

Consider funding for Children's Safe Harbor

Summary

Recommendation

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount: $
Account Number:

Revenue Amount: $

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

Financial Review Complete: _____

Attachments

Submitted By: _____

Admin: _____

Agenda Submittal Form

CITY OF CONROE

☒ **Workshop** ☐ **Regular Council**

Meeting Date:	April 13, 2022
Department:	Administration
Contact:	Paul Virgadamo

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

Description

Discuss funding for Children's Safe Harbor

Summary

Recommendation

Fiscal Impact ☒ Yes ☐ No

Expenditure Amount: $

Account Number:

Revenue Amount: $

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

Financial Review Complete: _____

Attachments

Submitted By: _____

Admin: _____

Purchase Order Invoice Tabulation
FY 21-22

VENDOR INFO: Motorola Solutions
500 West Monroe
Chicago IL 60661

COUNCIL APPROVAL:

PROJECT/DESCRIPTION: Vista Bundle and Cameras for new Tahoes

PURCHASE ORDER NUMBER: 22-00716

RETAINAGE: 0%

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
8281384652	$ 67,970.00	$ -	$ -	$ -	$ 67,970.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -

Total Spent: $ 67,970.00

Original Contract:	$ 102,746.00
Change Order:	$ -
Adjusted Contract:	$ 102,746.00
Total Paid on Contract	$ 67,970.00
Remaining Contract Balance	$ 34,776.00

Percentage of Contract Paid: 66%

Percentage of Contract Time (Substantial Completion):

Chief Jeff Christy

Roll to Page 2: Enter Appropriate dates for % of time c

22-00716

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

Transaction Number	Transaction Date	Transaction Total
8281384652	24-MAY-2022	67,970.00 USD

P.O. Number	P.O. Date	Customer Account No
22-00716	22-MAR-2022	1209115287

Payment Terms	Payment Due Date
Net Due in 30 Days	23-JUN-2022

Bill To Address

CONROE POLICE DEPARTMENT
ATTN: Accounts Payable
PO BOX 3066
CONROE TX 77305
United States

Ship To Address

CONROE POLICE DEPARTMENT
401 SGT ED HOLCOMB BLVD S
CONROE TX 77304
United States

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT COLLECT
Inco Term: CIF

CONROE,TX,US,INCOTERMS ® 2010

For all invoice payment inquiries contact
watchguard.accounts.receivable@motorolasolutions.com
Telephone: 469-457-1993

Sales Order(s): 3202545366
Delivery Number(s): 9106830244

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	IV-BND-VW-ZS-10	4RE/VISTA WIFI BUNDLE, ZERO SIGHTLINE SO Line #: 1.1 Ship Date: 24-MAY-2022	14	4,555.00	63,770.00
	Consisting of the following items				
	WGA00496	FRONT CAMERA 4RE HD ZERO SIGHTLINE (ZSL) **SERIAL NUMBERS** CAM5-027067 CAM5-027069 CAM5-027071 CAM5-027076 CAM5-027079 CAM5-027082 CAM5-027096 CAM5-027099 CAM5-027108 CAM5-027109 CAM5-027111 CAM5-027112 CAM5-027114 CAM5-027123	14	0.00	0.00
	WGA00574	4RE, VISTA HD, WIFI, SMART POE SWITCH	14	0.00	0.00
	WGP01443-001-KIT	BRKT KIT 4R DVR UNIVERSAL	14	0.00	0.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
8281384652	1209115287	23-JUN-2022	67,970.00 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

CONROE POLICE DEPARTMENT
ATTN: Accounts Payable
PO BOX 3066
CONROE TX 77305
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8281384652	24-MAY-2022	67,970.00 USD

P.O. Number	P.O. Date	Customer Account No
22-00716	22-MAR-2022	1209115287

Payment Terms	Payment Due Date
Net Due in 30 Days	23-JUN-2022

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
	WGP01832	CBL 4RE HDMIPORT2IR CAM 2-PIN 16'5000MM	14	0.00	0.00
	WGP01963-001	CBL, 4RE, HDMI, CAM, STR, 15'	14	0.00	0.00
	WGA00480-101	4RE, HD DVR, GEN 2, 200GB HDD	14	0.00	0.00
		SERIAL NUMBERS DVR2-104986 DVR2-107116 DVR2-107290 DVR2-107320 DVR2-107357 DVR2-107360 DVR2-107362 DVR2-107364 DVR2-107372 DVR2-107379 DVR2-107387 DVR2-107396 DVR2-107403 DVR2-107413			
	WGP01760-200	CAMINFRAREDANALOGWMV.2114DEGREE2-PINCONN	14	0.00	0.00
	WGA00382-100	CABLE4REHDMI/MINIDISPLAYONLYSTRAIGHT15'	14	0.00	0.00
	WGA00420	BRKT KIT, 4RE/M500 DIS 1"BALL, 2"/4"ARM	14	0.00	0.00
	WGD00085-KIT2	KIT4REDVRINSTALLATIONKIT(32GBUSBDRIVE)	14	0.00	0.00
	WGP02073-300-KIT	CABLEASSEMBLYDV-1C/4REPOWER/INPUTR/A24'	14	0.00	0.00
	WGP02913	CABINMIC 4RE/M500 7.6M 12DB 400-4KHZ	14	0.00	0.00
	WGP02225-202-KIT	BRKT KIT WI-FI BASE UNIVERSAL W/ SCREWS	14	0.00	0.00
	WGP362	GPS ANTENNA, MAGNETIC MOUNT	14	0.00	0.00
	WGA00370-400	4RE REMOTE DISPLAY CONTROL PANEL GEN 4.1	14	0.00	0.00
		SERIAL NUMBERS DIS6-056970 DIS6-062623 DIS6-062697 DIS6-062700 DIS6-062709 DIS6-062732 DIS6-062761 DIS6-062770 DIS6-062773 DIS6-062784 DIS6-062800 DIS6-062803 DIS6-062849 DIS6-062862			
	WGP02225-203-KIT	BRKT VISTA WIFI BASE OFFSET WITH SCREWS	14	0.00	0.00
	WGA00586-KIT	VISTA HD, WIFI CHRG RDIO BASE KIT	14	0.00	0.00
2	IV-ACK-WF-CP-DM	MIKROTIK CONF WIFI POE KIT, DRILL MT SO Line #: 2.1 Ship Date: 24-MAY-2022	14	200.00	2,800.00
	Consisting of the following items				
	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	14	0.00	0.00
	WGA00428-101	MTIK CONF KIT, 4RE 802.11N	14	0.00	0.00
3	CAB-RIA-102-KSR	RADARINTRFACECBL KUSTOM RP-1/EAGLE3 12FT **SO Line #:** 3.1 **Ship Date:** 24-MAY-2022	14	75.00	1,050.00
4	BRK-ICV-BWC-T21	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021 **SO Line #:** 4.1 **Ship Date:** 24-MAY-2022	14	0.00	0.00
5	IV-ACK-BK-DV-FP	VIDEO EQUIPMENT,4RE CONSOLE FACEPLATE, 2INCH SO Line #: 5.1 Ship Date: 24-MAY-2022	14	0.00	0.00
	Consisting of the following items				
	WGP02055-KIT	R/AADAPTERKITHDMICBLSDUALMOUNTBRKT4REDVR	14	0.00	0.00
	WGP01487-KIT	BRKT KIT 4RE DVR CONSOLE FACEPLATE 2"	14	0.00	0.00

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8261384652	24-MAY-2022	67,970.00 USD

P.O. Number	P.O. Date	Customer Account No
22-00716	22-MAR-2022	1209115287

Payment Terms	Payment Due Date
Net Due in 30 Days	23-JUN-2022

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
6	WGD00089	4RE DVR USER GUIDE - MANUAL **SO Line #: 6.1** **Ship Date: 24-MAY-2022**	1	0.00	0.00
	LINE	FREIGHT	1	350.00	350.00
		Tracking Number(s): 273512615203			
				USD Subtotal	**67,970.00**
				USD Total Tax	**0.00**
				USD Total	**67,970.00**
				USD Amount Due	**67,970.00**

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Purchase Order Invoice Tabulation
FY 21-22

VENDOR INFO: SBR Administration Services
2839 Paces Ferry Road SE, Suite 830
Alanta, GA 30339

COUNCIL APPROVAL: 11/10/2021

PROJECT/DESCRIPTION: **Stop Loss**

PURCHASE ORDER NUMBER: 22-00515

RETAINAGE: 5%

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
1951	$ 141,833.78	$ -		$ -	$ 141,833.78
1995	$ 145,427.37	$ -	$ -	$ -	$ 145,427.37
2060	$ 144,867.80	$ -	$ -	$ -	$ 144,867.80
April	$ 144,192.95	$ -	$ -	$ -	$ 144,192.95
2299	$ 144,417.90	$ -	$ -	$ -	$ 144,417.90
2379	$ 145,542.65	$ -	$ -	$ -	$ 145,542.65

Total Spent: $ 866,282.45

Original Contract:	$ 1,722,217.00
Change Order:	$ -
Adjusted Contract:	$ 1,722,217.00
Total Paid on Contract	$ 866,282.45
Remaining Contract Balance	**$ 855,934.55**

Percentage of Contract Paid: 50%

Percentage of Contract Time (Substantial Completion): #DIV/0!

HR Director
{Approval Title}

Andre Houser
{Director Title}

Roll to Page 2: Enter Appropriate dates for % of time c

Premium Remittance Invoice

Policyholder Name and Address:

Payment Due Date:
06/01/2022

Invoice Number: Inv-000002378

Policyholder Primary Billing Contact:

Broker:
HUB International

Individual Stop-Loss (ISL) – Premiums

Premium Rate Tier-ISL	Lives	Gross Premium Rates	Amount Due
Composite			
ISL Premium	647	$222.31	$143,834.57
		Sub-Total	$143,834.57

Aggregate Stop-Loss (ASL) – Premiums

Premium Rate Tier-ASL	Lives	Gross Premium Rates	Amount Due
Composite			
ISL Premium	647	$2.64	$1,708.08
		Sub-Total	$1,708.08
		Total Amount	$145,542.65
Aggregate Factor:	647	$1,585.63	$1,025,902.61

PAYMENT BY PAPER CHECK
SBR Administrative Services, LLC
2839 Paces Ferry Road SE
Suite 830
Atlanta, GA, 30339

Checks should be made payable to:
SBR Administrative Services, LLC.

PAYMENT BY ACH TRANSFER

Bank Name:

Bank ABA Routing Number:

Bank Account Number:

Reference Field:

For billing inquiries, please contact:
Wayne Soud
SBR Administrative Services, LLC
(470) 344-1001
wsoud@strategicbenefitresources.com