

**REQUEST FOR PROPOSALS
CITY OF CONROE**



**BOND COUNSEL SERVICES
RFP #1108-18**

November 21, 2017

CITY OF CONROE

1. Preparation of RFPs:

Unless otherwise directed in the Notice to Bidders, submit proposals ***in quadruplicate*** on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "**BOND COUNSEL SERVICES**". Prepare proposals in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Questions and Inquires:

Proposers desiring further information or interpretation must request such information or interpretation from:

Collin Boothe
Assistant Director of Finance
City of Conroe
cboothe@cityofconroe.org

3. Timeline

Release RFQ:	Tuesday, November 21, 2017
Deadline for Questions:	Tuesday, December 5, 2017
Deadline for Submittal of RFQ:	2:00pm - Thursday, December 14, 2017
Vendor Interviews (If necessary):	Week of January 8th
Council Approval Meeting:	Thursday, January 25, 2018
Award Notice:	Friday, January 26, 2018

4. Submission of Bids/Proposals:

Four (4) copies of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: 2:00pm - Thursday, December 14, 2017

Mail:	City of Conroe	Physical:	City of Conroe
	Soco Gorjon, City Secretary		Soco Gorjon, City Secretary
	P.O. Box 3066		300 W. Davis
	Conroe, TX 77305		Conroe, TX 77301

One PDF copy must be e-mailed to Collin Boothe, Assistant Director of Finance, at cboothe@ciytofconroe.org.

5. **Owner:**

The City reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the City, to be in the best interest of the City.

Best Value Selection Criteria:

- A. City staff will evaluate all proposals by reviewing and rating each proposal based on the following criteria:
1. The extent to which the Offeror's services meet the City's needs and specifications, as stated in the RFP;
 2. Experience, qualifications and quality of the Offeror's services;
 3. Reputation of Offeror;
 4. Any relevant criteria specifically listed in the RFP;
 5. Cost to the City; and
 6. Best value for the City. The City may use a "best value" selection process, which is based on a combination of cost and qualitative considerations. The qualitative considerations may include, but are not limited to: experience, qualifications and quality of the Offeror's services; reputation of Offeror; financial resources; and any relevant criteria specifically listed in the RFP.
- B. Offeror may be required to make an oral presentation to the City to further present their qualifications. These presentations shall provide the Offeror the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Offerors. The City reserves the right to negotiate any and all elements of any Offeror's proposal.
- D. Direct contact with City elected officials or city staff, other than the listed agent, regarding the RFP during the proposal review process may disqualify the Offeror from further consideration at the discretion of the City.

All submittals will follow bid procedures as set forth with the City of Conroe, Texas, and bid standards as set forth with the State of Texas

6. **Interviews**

After written proposals are received and initially evaluated, the Owner may require one or more of the Candidates to provide an oral presentation as a supplement to their statements. Any Candidate required to interview should be prepared to discuss and substantiate any area of

their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

7. Information/Interpretation:

Bidders desiring information or interpretation must request such information or interpretation from Collin Boothe, Assistant Director of Finance at cboothe@cityofconroe.org. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Assistant Director of Finance so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

8. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

10. Delivery of Proposals:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids/proposals received after the time and date specified in the Notice to Bidders will be returned unopened.

11. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

12. Materials and Services:

The Bidder warrants that services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications which apply to items in the bid.

13. Conditions of Conduct:

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

termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

14. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

15. Conflict of Interest:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Offeror shall submit the Conflict of Interest Questionnaire form. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror's proposal.

16. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this Bid. Individuals with a possible conflict will enact a public disclosure record by completing a 1295 Certificate of Interested Parties form. Vendors must complete the HB 89 Verification Form stating they do not boycott Israel currently or during the term of this contract.

Refer to Project number "1108-18" on the 1295 form. Example forms are included with this RFP.

- **1295 certificate of Interested Parties**
- **HB 89 Verification Form**

The forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The web address to the Texas Ethics Commission website with instructions is listed below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

17. Insurance Requirements:

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

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

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

18. Independent Contractor Relationship:

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

19. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

20. Invoices & Sales Tax:

Invoices must be submitted by the vendor in duplicate to the City of Conroe Finance Dept., P.O. Box 3066, Conroe, TX 77305.

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

21. Proposal Agreements and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Street Address / P.O. Box)

(City / State / Zip Code)

(Phone)

(Name of Authorized Agent – Printed)

(Authorized Agent Signature)

(Date)

(E-Mail Address)

REQUEST FOR PROPOSALS BOND COUNSEL SERVICES

OVERVIEW OF PROJECT

Scope

It is the intent of the City of Conroe to enter into an agreement with one (1) Firm to provide to the City legal opinions, prepare, negotiate and review documents and advise the City in matters pertaining to the issuance, approval, sale and delivery of, and special issues that may arise from, municipal bonds and other debt instruments authorized by the City or its instrumentalities. The City issues both long and short term debt on a tax-exempt and taxable basis to provide financing of various public improvements in the City.

1. GENERAL INFORMATION

- 1.1. The City of Conroe, the county seat of Montgomery County, is located in southeast Texas and is approximately 35 miles north of Houston. Conroe is serviced by Interstate 45, Texas 75 (north-south), Texas 105 (east-west) and Loop 336 which encircles Greater Conroe. The City's population has increased from 36,811 in 2000 to 56,207 in 2010 representing a 53% growth rate. The City's 2017 population is estimated to be 82,286, and it was recently named the fastest growing large city (population of 50,000 or more) in the nation by the US Census Bureau.
- 1.2. The City of Conroe operates under the Mayor-Council form of government. Policy-making and supervisory functions are the responsibility of and are vested in the Mayor and City Council for the City, under provisions of the "Charter of the City of Conroe" (the "Charter") approved by the electorate December 14, 1965, and most recently amended on May 10, 2014. The Council is elected at large on the first Saturday in May. The Mayor and five Council members serve four-year staggered terms. The Mayor is entitled to vote only in the event of a tie and has no power to veto Council action.
- 1.3. Under provisions of the Charter, the City Council enacts local legislation, adopts budgets, determines policies and appoints the City Administrator, who is charged with the duties of executing the laws and administering the government of the City. As the chief executive officer and head of the administrative branch of the City government, the City Administrator has supervision of administrative offices and employees and performs all duties prescribed by the City's Home Rule Charter.
- 1.4. The Conroe Industrial Development Corporation (CIDC) was created on March 12, 1981, by the City Council of the City of Conroe, Texas, to act on behalf of the City for the promotion and development of industrial and manufacturing enterprises and to promote and encourage employment and public welfare within the City and the vicinity thereof. At an election held within the City on January 15, 1994, the voters of the City approved a one-half of one percent ($\frac{1}{2}\%$) sales and use tax (the "Sales Tax") the proceeds of which, pursuant to the Act, are (among other things) pledged to secure obligations (i.e. sales tax revenue bonds) of the Corporation issued for the purposes thereof. The CIDC and IRS entered into a Closing Agreement on Final Determination covering specific matters dated March 31, 2016.
- 1.5. Each year as a part of the City's budget preparation process, the City prepares a 10-year Capital Improvement Program that identifies capital infrastructure needs and proposed debt funding.

The City has no voter authorized but unissued tax debt. A copy of the City's 10-year General Government CIP is listed in Exhibit A, and the Water & Sewer CIP is listed in Exhibit B.

1.6. Outstanding obligations for the City as of September 30, 2017, are listed in Exhibit C.

1.7. Outstanding obligations for the CIDC as of September 30, 2017, are listed in Exhibit D.

2. SCOPE OF SERVICES

2.1. Provide advice and assistance on a continuing basis, as needed, on the legal requirements of various municipal financing structures, including, but not limited to, advice concerning tax issues, securities, and responsibilities of the City with respect to its debt issuances, including representations regarding whether bond counsel or co-bond counsel, to its knowledge, is aware of any facts or omissions of facts that would make the City's disclosure untrue or misleading.

2.2. Assist the City's legal and financial staff and the City's financial advisor in preparation of official statements, including, but not limited to preparing and/or reviewing preliminary official statements, and other documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities.

2.3. Prepare all necessary legal documents in connection with the authorization, issuance, sale and delivery of bonds, certificates, notes and other debt instruments, including reimbursement resolutions, notices of intent to issue, agenda notices, ordinances and resolutions authorizing issuance, bid documents, closing certificates, paying agent/registrars agreements, escrow agreements, trust indentures, and other documentation as required by the City, the Attorney General, the rating agencies and the insurance providers.

2.4. Render an opinion that the City's bonds are binding obligations of the City and are validly issued under Texas law and that the interest on the bonds is excludable from gross income tax under federal law.

2.5. Produce and provide multiple copies of all bond transcripts, as requested, for City use.

2.6. Attend meetings with City staff, attend City Council briefings and meetings, bid openings and bond sales, and other meetings, including, but not limited to, meetings with potential investors, rating agencies and or credit enhancement providers, as may be requested by the City Attorney, City Administrator, or Assistant City Administrator/CFO.

2.7. Provide legal advice concerning the restrictions on the expenditure of City bond funds. Keep City abreast of federal and state law and federal tax developments which might be applicable to the City's financing program or tax-exempt status of City's proposed and outstanding bonds. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating state and federal legislation for the City, and other tasks as required.

2.8. Request and obtain approval of bond issues from the Texas Attorney General and any other required authorities.

- 2.9. Review bond proofs and supervise the execution and delivery of the bonds or other debt instruments.
- 2.10. Assist in the preparation of a no-arbitrage certificate for the City in connection with its debt issuances and any other required IRS filings.
- 2.11. Provide advice generally on compliance with securities laws.
- 2.12. Provide any other legal services, advice or opinions as requested related to the City's financial reporting and financing program.

3. PROPOSAL REQUIREMENTS

Offerors shall present their responses using the following guidelines. A submittal that does not include the information required below may be deemed nonresponsive and subject to rejection.

3.1. Provide a proposal document, to include the following:

3.1.1. Describe the legal services which your Firm could provide to the City. State whether your Firm can provide all of the services in the RFP Scope of Services. Identify any services that your Firm cannot provide and propose how to fulfill the scope of services under those circumstances.

3.1.2. State the names of the partners and associates who would be assigned to the City's account, describe the expected services to be provided by each attorney, provide their resumes and describe their anticipated commitment of time to the City's account. Identify the partner in charge and, for this partner, provide three (3) client references relating to engagements similar to the one described in this RFP.

3.1.3. Describe your Firm's experience related to the City's Scope of Services to be provided in response to the RFP, including a brief summary of any notable transactions, issues and/or matters handled by your Firm which best demonstrate your Firm's expertise and capabilities, including, but not limited to, your firm's specific experience related to:

3.1.3.1. Cities comparable in size to the City of Conroe and comparable in types of financing represented by the City's outstanding debt, including offerings by non-profit corporations, such as local government corporations. Include any relevant experience with Texas cities.

3.1.3.2. Assisting municipal issuers with compliance with various Dodd-Frank provisions;

3.1.3.3. Identifying specific public finance transactions your Firm has worked on as legal counsel in the last five (5) years, including, but not limited to, the date of the transaction, type of transaction, name of issuer, par amount of borrowing, description of the projects, the Firm's role in the transaction and whether the transaction was taxable or tax-exempt;

3.1.3.4. Approach to applicable federal securities laws and regulations;

- 3.1.3.5. Tax matters and the specialized tax advice beyond normal bond counsel services, if any. Identify those attorneys that practice full time in the area of public finance tax law;
 - 3.1.3.6. Identifying the public finance practice areas in which your Firm has particular expertise or specialization.
- 3.1.4. Provide a detailed description of:
- 3.1.4.1. Any litigation or administrative proceeding in which the Firm was a party in any matter related to the professional activities of the Firm during five (5) years prior to the date of this RFP;
 - 3.1.4.2. Litigation, investigation, or proceeding in which a court or administrative agency is addressing any question relating to the professional activities of the Firm or its members.
 - 3.1.4.3. Any notice of official action, administrative inquiries, or formal SEC, MSRB or IRS challenges pertaining to any public finance matter in which the Firm served as bond counsel, underwriter's counsel, disclosure counsel or other form of special counsel in a public or private financing transaction.
 - 3.1.4.4. Any expertise that the Firm has in the areas of municipal, environmental, utilities regulation, pension and health benefits or securities law.
- 3.1.5. Describe the process, procedures and controls used by the Firm to control documents and subsequent changes. Describe your experience and abilities to coordinate with filing documents with EMMA.
- 3.1.6. Confirm that the Firm has and will maintain in full force and effect, during its representation of the City in work related to the City's Scope of Services, professional liability insurance through a "AA" (or equivalent) Best-Rated insurance carrier in an aggregate amount of not less than \$10 million. The professional liability insurance shall include coverage for practice in the field of federal and state securities and tax law.
- 3.1.7. Identify any relationships or activities that might present a conflict of interest if your firm is selected as bond counsel for the City's public finance transactions. Additionally, provide a detailed description of Firm's existing system for identifying conflicts of interest. A conflict would include, without being limited to, the representation of any party in a matter adverse to the City to which a waiver had not been previously granted by the City. Provide sufficient facts, legal implications, and possible effects so that the City may evaluate the significance of each potential conflict. Describe how the Firm proposes to resolve a conflict of interest situation that may arise during the Firm's representation of City as bond counsel.
- 3.1.8. The name, email, and phone number of a single contact person for all correspondence and notifications;

3.2. Provide samples of any pertinent documents if awarded the contract (i.e. sample contract with any markups).

3.3. Describe your firm's proposed compensation. All fees will be contingent upon completion of a financing. Provide pricing via a price sheet.

3.4. Required documents to be completed:

3.4.1. Signed copy of this RFP

3.4.2. Insurance Requirements

3.4.3. Conflict of Interest Questionnaire

3.4.4. Form 1295 Certificate of Interested Parties

3.4.5. HB 89 Verification Form

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

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

Signature of vendor doing business with the governmental entity

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

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

ADD ADDITIONAL PAGES AS NECESSARY

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(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.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

SIGNATURE SHEET

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by Texas Law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the CIDC or City of Conroe (House Bill 914), and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the CIDC or City of Conroe.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone:(____)_____ **Fax No.:** (____)_____

Date: _____ **Minority:** _____ **Women Owned:** _____

To receive consideration for award, this signature sheet must be included in your proposal as a part of your response.

City of Conroe
General Government Capital Projects
SUMMARY OF MULTI-YEAR PLAN FOR FUNDING
FY 2017-2018 Adopted

PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
DEBT ISSUANCE SCHEDULE						
STREETS:						
Roadway Trans – Grace Crossing Extension	1,339,000	-	-	-	-	-
Pedestrian Access & Transit Improvements	-	-	-	-	-	-
Safe School Access Program	-	-	-	-	-	-
Roadway Trans - M.P. Clark Road	-	-	-	-	-	-
Street Rehab - Milltown Area Phase I	-	-	-	-	-	-
Street Rehab - Holly Hills Area	-	-	-	-	-	-
Road Extension - Spirit of Texas Bank Street (CIDC)	-	-	-	-	-	-
Roadway Trans - TIRZ #3 - Longmire Road Phase 2B	6,222,000	-	-	-	-	-
Roadway Trans - TIRZ #3 - Longmire Road Phase 3	9,223,000	-	-	-	-	-
Roadway Trans - Wilson Road E Widening (IH 45 to Frazier)	4,516,000	-	-	-	-	-
Street Rehab - Robinwood Subdivision	-	1,574,000	-	-	-	-
Sidewalk & Drainage – Flag Park/Spirit of Texas Bank	-	802,000	-	-	-	-
Roadway Extension - Camelot Street	266,000	2,124,000	-	-	-	-
Street Rehab - Westview Boulevard and Montgomery Park Boulevard	-	1,896,000	-	-	-	-
Railroad Crossing Upgrade - Crighton Road at IH-45	-	-	-	1,374,000	-	-
Road Extension - Old Conroe Road (TxDOT Participation)	1,100,000	-	-	-	-	-
Street Repair - North Thompson - Street Pavers	500,000	-	-	-	-	-
Street Rehab - Tanglewood/Briarwood Phase IA	-	1,980,000	1,804,000	-	-	-
Roadway Extension - Grace Crossing Loop	-	670,000	-	-	-	-
Street Rehab - Milltown Area Phase II	-	1,648,000	-	-	-	-
Street Rehab - Sherman Area	-	-	3,289,000	-	-	-
Street Rehab - Wiggins Village	-	-	1,133,000	-	-	-
Street Rehab - Sunset Ridge	-	-	2,345,000	-	-	-
Street Rehab - Tanglewood/Briarwood Phase 1B	-	-	2,040,000	-	-	-
Street Rehab - Conroe Park Drive (CIDC)	-	-	-	-	-	-
Street Rehab - Pollok Drive (CIDC)	-	-	-	-	-	-
Street Rehab - Conroe Park Dr and Pollok Dr (CIDC)	-	-	-	-	-	-
Sidewalk - League Line Road	72,000	-	-	-	-	-
Sidewalk - Plantation Drive	46,000	-	-	-	-	-
SUBTOTAL	23,284,000	10,694,000	10,611,000	1,374,000	-	-

PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
DEBT ISSUANCE SCHEDULE						
SIGNALS:						
Signal - FM 1488 at Grace Crossing	375,000	-	-	-	-	-
Signal - Frazier Street at Foster Street	-	290,000	-	-	-	-
Signal - Longmire Road at League Line Road	175,000	-	-	-	-	-
Signal - SH 75 at Wilson Road	402,000	-	-	-	-	-
Signal - FM 1484 at Deison Tech Park/Wally Wilkerson (CIDC)	-	-	-	-	-	-
Signal - Highway 105 at North Thompson	-	-	-	-	-	-
Signal - League Line at MP Clark	361,000	-	-	-	-	-
Signal - South Loop 336 at Conroe Medical Center Boulevard	325,000	-	-	-	-	-
SUBTOTAL	1,638,000	290,000	-	-	-	-

Other Sources Notes:

1. Grant Funds	(ap) 2015 COs - 073-7311	(ax) 2017-A COs - 041-4160
2. Interest Income	(aq) 2015 COs - 046-4610	(ay) 2017-A COs - 042-4211
3. TXDOT Reimbursement	(ar) 2015 COs - 056-5650	(az) 2017-A COs - 073-7313
4. Transfer From Other Fund(s)	(as) 2016 COs - 075-7513	
5. General Fund	(at) 2016 COs - 041-4150	
6. Water & Sewer Construction	(au) 2016 COs - 042-4290	
7. 4B Sales Tax	(av) 2016 COs - 073-7312	
8. Eligible for payment by 4B Sales Taxes	(aw) 2017-A COs - 075-7514	
9. Land Swap Proceeds		

City of Conroe
General Government Capital Projects
SUMMARY OF MULTI-YEAR PLAN FOR FUNDING
FY 2017-2018 Adopted

FACILITIES:		DEBT ISSUANCE SCHEDULE				
PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Dean Towery Service Center Upgrades/Repairs	-	-	-	-	-	-
Sign Maintenance and Operations Building	-	-	-	-	-	-
Land Acquisition for Future Fire Station	-	450,000	-	-	-	-
SUBTOTAL	-	450,000	-	-	-	-

PARKS:		DEBT ISSUANCE SCHEDULE				
PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Aquatic Center Improvements	3,225,000	-	-	-	-	-
SUBTOTAL	3,225,000	-	-	-	-	-

DRAINAGE:		DEBT ISSUANCE SCHEDULE				
PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
None	-	-	-	-	-	-
SUBTOTAL	-	-	-	-	-	-

TRANSPORTATION GRANTS:		DEBT ISSUANCE SCHEDULE				
PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Safe School Access Program	-	-	-	-	-	-
SUBTOTAL	-	-	-	-	-	-

GRAND TOTAL	28,147,000	11,434,000	10,611,000	1,374,000	-	-
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Estimated City Engineering Adjustment	-	-	-	-	-	-
ADJUSTED GRAND TOTAL	28,147,000	11,434,000	10,611,000	1,374,000	-	-

Other Sources Notes:

- | | | |
|---|----------------------------|----------------------------|
| 1. Grant Funds | (ap) 2015 COs - 073-7311 | (ax) 2017-A COs - 041-4160 |
| 2. Interest Income | (aq) 2015 COs - 046-4610 | (ay) 2017-A COs - 042-4211 |
| 3. TXDOT Reimbursement | (ar) 2015 COs - 056-5650 | (az) 2017-A COs - 073-7313 |
| 4. Transfer From Other Fund(s) | (as) 2016 COs - 075-7513 | |
| 5. General Fund | (at) 2016 COs - 041-4150 | |
| 6. Water & Sewer Construction | (au) 2016 COs - 042-4290 | |
| 7. 4B Sales Tax | (av) 2016 COs - 073-7312 | |
| 8. Eligible for payment by 4B Sales Taxes | (aw) 2017-A COs - 075-7514 | |
| 9. Land Swap Proceeds | | |

City of Conroe
Water and Sewer Capital Projects
SUMMARY OF MULTI-YEAR PLAN FOR FUNDING
FY 2017-2018 Adopted

PROJECT	DEBT ISSUANCE SCHEDULE					
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
WATER:						
Water Line Relocate – Longmire Road Phase 2B	855,000	-	-	-	-	-
Water Line - Wilson Road East	-	-	-	-	-	-
Water Line Relocate - Longmire Road Phase 3	-	-	-	-	-	-
Jasper Water Well - Robinwood	1,370,000	-	-	-	-	-
Catahoula Water Well - Little Egypt	1,500,000	-	-	-	-	-
Ground Storage Tank No. 19	5,185,000	-	-	-	-	-
PRV Installation - IH-45 North of San Jacinto River	700,000	-	-	-	-	-
Water Line at Cayden Creek and PRV at Sgt. Ed Holcomb	1,030,000	-	-	-	-	-
Water Line Rehab - Lewis, Roberson, Dallas, and Palestine	-	1,130,000	1,160,000	-	-	-
Water Line Rehab - West View and Montgomery Park Boulevard	-	1,056,000	-	-	-	-
Water Line Rehab - Academy Drive & Pozos Area	-	-	-	-	-	-
Decommission Elevated Storage Tank No. 5	-	-	-	-	-	-
Water Line Extension - Camelot	-	600,000	-	-	-	-
Water Line Rehab - 3rd Street	-	-	2,575,000	-	-	-
Water Line Rehab - Adkins Area	-	-	2,240,000	-	-	-
Water Line Rehab - Hwy 105 West to Lester	-	-	-	412,000	-	-
Water Line Replacement - Sherman Street Area	-	-	-	2,266,000	-	-
Water Line Rehab - Wedgewood Boulevard	-	-	-	515,000	-	-
Water Line Rehab - North Thompson Area	-	-	-	1,030,000	-	-
Elevated Storage Tank - No. 6 at Hart Road	-	-	-	-	1,736,000	1,788,000
Water Line Extension - Wally Wilkerson to FM 1484 (CIDC)	-	-	-	-	-	-
SUBTOTAL	10,640,000	2,786,000	5,975,000	4,223,000	1,736,000	1,788,000

SEWER:						
Sewer Line Relocate - Wilson Road East	-	-	-	-	-	-
Sewer Line Extension - Skytop Gravity	-	-	-	-	-	-
Sewer Rehab - SH 105/IH-45 Phase 2	370,000	-	-	-	-	-
Sewer Relocate - FM 2854	-	-	-	-	-	-
SSOI Program	-	-	-	-	-	-
Treatment Plant - Construction of New Plant (Phase IV)	5,611,000	21,932,000	21,932,000	11,630,000	-	-
Treatment Plant - Outfall Relocation	-	-	-	-	-	-
Sewer Line - Lift Station Exp & Gravity Sewer Main-State Hwy 242 & FM 1488	2,000,000	-	-	-	-	-
Sewer Rehab - SH 105/IH-45 Phase III	1,615,000	-	-	-	-	-
Sewer Rehab - River Pointe Area	750,000	-	-	-	-	-
Lift Station Replacement - Pebble Glen and Forest Estates	475,000	-	-	-	-	-
Replace Equipment - Digester Blowers	500,000	-	-	-	-	-
Sanitary Sewer Evaluation Survey	-	-	-	-	-	-
Sewer Rehab - Forest Estates, Wroxton and Woodranch Farms	-	1,914,000	-	-	-	-
Force Main Upgrade - Carl Barton	-	85,000	1,545,000	-	-	-
Lift Station Replacement - Pebble Glen and Longmire Point	-	400,000	-	-	-	-
Lift Station Consolidation - Area No. 01	-	-	2,000,000	-	-	-
Lift Station Rehabilitation - West Summerlin and Gun Range	-	-	-	-	-	-
Trunk Line Replacement - Stewarts Creek/Ed Kharbat South	-	-	900,000	5,000,000	-	-
Trunk Line Replacement - Stewarts Creek (Avenue M to Hwy 105)	-	-	-	1,654,000	-	-
Trunk Line Replacement - Stewarts Creek (Lower)	-	-	-	7,000,000	-	-
Gravity Main Replacement - Downtown Area Phase 1 (South of Highway 105)	-	-	-	3,100,000	-	-
Lift Station Consolidation - Area No. 02	-	-	-	675,000	-	-
Lift Station Consolidation - Area No. 03	-	-	-	675,000	-	-
Lift Station Rehabilitation - Enchanted Stream, IH-45 South, and Woodgate	-	-	-	575,000	-	-
Lift Station Expansion & Force Main Upgrades - Shadow Lakes	-	-	-	-	862,000	-
Sewer Rehab - San Jacinto & York Area	-	-	-	-	650,000	-
Sewer Rehab - Arnold to Frazier Street	-	-	-	-	815,000	-
Sewer Rehab - North Loop 336 Area	-	-	-	-	475,000	-
Sewer Rehab - Rigby Owen and Camelot Area	-	-	-	-	420,000	-
Gravity Main Replacement - Downtown Area Phase 2 (North of Highway 105)	-	-	-	-	6,000,000	-
Gravity Main Replacement - Grand Lake Creek	-	-	-	-	3,500,000	-
Gravity Main Replacement - FM 1488/IH-45	-	-	-	-	3,300,000	-
Gravity Main Replacement - Silverdale	-	-	-	-	-	1,600,000
Gravity Main Replacement - Live Oak Creek	-	-	-	-	-	1,100,000
Trunk Line Replacement - Alligator Creek Phase 1	-	-	-	-	-	3,500,000
Trunk Line Replacement - Alligator Creek Phase 2	-	-	-	-	-	3,500,000
SUBTOTAL	11,321,000	24,331,000	26,377,000	30,309,000	16,022,000	9,700,000

GRAND TOTAL	21,961,000	27,117,000	32,352,000	34,532,000	17,758,000	11,488,000
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Estimated City Engineering Cost	-	-	-	-	-	-
ADJUSTED GRAND TOTAL	21,961,000	27,117,000	32,352,000	34,532,000	17,758,000	11,488,000

Other Sources:

- | | |
|--------------------------------|-----------------------------------|
| 1. Grant Funds | (u) 2017B-1 (2016) COs - 043-4311 |
| 2. Interest Income | (v) 2017B-1 (2016) COs - 044-4411 |
| 3. TXDOT Reimbursement | (w) 2017B-2 (2017) COs - 043-4312 |
| 4. Supplemental Request | (x) 2017B-2 (2017) COs - 044-4412 |
| 5. Transfer From Other Fund(s) | |

Exhibit C – Outstanding Obligations – City of Conroe

<p style="text-align: center;">City of Conroe General Obligation Debt Service By Series As of September 30, 2017</p>							
<u>Year</u>	<u>Certificates of Obligation, Series 2005</u>	<u>Certificates of Obligation, Series 2007</u>	<u>Certificates of Obligation, Series 2008</u>	<u>Certificates of Obligation, Series 2009</u>	<u>Certificates of Obligation, Series 2010</u>	<u>Certificates of Obligation, Series 2011</u>	<u>Permanent Improvement Refunding Bonds, Series 2012</u>
9/30/2018	\$ 246,617.50	\$ 608,090.00	\$ 923,100.00	\$ 947,737.50	\$ 731,675.00	\$ 1,492,846.88	\$ 848,400.00
9/30/2019	242,292.50	-	-	947,812.50	732,800.00	1,493,412.50	853,500.00
9/30/2020	237,967.50	-	-	951,375.00	733,475.00	1,490,887.50	858,200.00
9/30/2021	233,642.50	-	-	947,537.50	731,200.00	1,497,462.50	868,375.00
9/30/2022	229,317.50	-	-	951,137.50	730,800.00	1,493,137.50	883,625.00
9/30/2023	224,992.50	-	-	953,537.50	729,600.00	1,492,787.50	877,975.00
9/30/2024	470,153.13	-	-	949,837.50	732,500.00	1,493,650.00	-
9/30/2025	469,475.01	-	-	950,037.50	734,400.00	1,492,912.50	-
9/30/2026	473,040.01	-	-	949,037.50	730,400.00	1,492,812.50	-
9/30/2027	470,848.13	-	-	946,837.50	735,400.00	1,489,812.50	-
9/30/2028	468,007.50	-	-	948,337.50	729,400.00	1,498,062.50	-
9/30/2029	469,410.00	-	-	947,881.25	732,400.00	1,493,062.50	-
9/30/2030	469,947.50	-	-	949,762.50	729,300.00	1,494,812.50	-
9/30/2031	-	-	-	-	-	1,479,906.25	-
9/30/2032	-	-	-	-	-	-	-
9/30/2033	-	-	-	-	-	-	-
9/30/2034	-	-	-	-	-	-	-
9/30/2035	-	-	-	-	-	-	-
9/30/2036	-	-	-	-	-	-	-
9/30/2037	-	-	-	-	-	-	-
Total	\$ 4,705,711.28	\$ 608,090.00	\$ 923,100.00	\$ 12,340,868.75	\$ 9,513,350.00	\$ 20,895,666.63	\$ 5,190,075.00

Note: Debt service payments reflect payments from October 1 through September 30.

<p style="text-align: center;">City of Conroe General Obligation Debt Service By Series As of September 30, 2017</p>							
<u>Year</u>	<u>Certificates of Obligation, Series 2012</u>	<u>Certificates of Obligation, Series 2014A</u>	<u>Limited Tax Refunding Bonds, Series 2015</u>	<u>Certificates of Obligation, Series 2015</u>	<u>Certificates of Obligation, Series 2016</u>	<u>Certificates of Obligation, Series 2017A</u>	<u>Annual Debt Service</u>
9/30/2018	\$ 283,306.26	\$ 2,366,281.26	\$ 1,473,225.00	\$ 375,081.26	\$ 552,168.76	\$ 2,688,711.11	\$ 13,537,240.53
9/30/2019	284,256.26	2,364,081.26	3,003,275.00	375,931.26	551,318.76	1,180,650.00	12,029,330.04
9/30/2020	285,106.26	2,364,781.26	2,999,687.50	376,681.26	550,368.76	1,200,850.00	12,049,380.04
9/30/2021	270,006.26	2,372,481.26	2,998,800.00	377,331.26	554,268.76	1,195,700.00	12,046,805.04
9/30/2022	278,781.26	2,368,181.26	2,989,250.00	372,931.26	551,443.76	1,200,350.00	12,048,955.04
9/30/2023	282,181.26	2,362,081.26	2,996,600.00	378,143.76	551,843.76	1,196,600.00	12,046,342.54
9/30/2024	226,181.26	2,362,081.26	3,686,225.00	377,765.63	551,943.76	1,197,500.00	12,047,837.54
9/30/2025	220,931.26	2,367,206.26	3,686,725.00	376,375.00	551,743.76	1,197,400.00	12,047,206.29
9/30/2026	225,531.26	2,368,581.26	3,682,325.00	374,100.00	553,018.76	1,197,650.00	12,046,496.29
9/30/2027	224,906.26	2,367,281.26	3,685,275.00	376,600.00	555,818.76	1,196,400.00	12,049,179.41
9/30/2028	224,131.26	2,364,506.26	3,687,900.00	378,800.00	553,468.76	1,193,650.00	12,046,263.78
9/30/2029	228,131.26	2,364,265.63	3,686,925.00	375,775.00	550,784.38	1,199,150.00	12,047,785.02
9/30/2030	221,981.26	2,369,750.00	3,689,525.00	372,256.25	554,000.00	1,196,600.00	12,047,935.01
9/30/2031	225,546.88	3,092,000.00	-	338,568.75	660,900.00	1,549,200.00	7,346,121.88
9/30/2032	233,593.75	3,265,750.00	-	438,275.00	757,900.00	1,646,100.00	6,341,618.75
9/30/2033	-	3,297,250.00	-	635,700.00	766,800.00	1,644,100.00	6,343,850.00
9/30/2034	-	3,295,375.00	-	642,100.00	759,600.00	1,645,000.00	6,342,075.00
9/30/2035	-	-	-	637,500.00	732,000.00	1,972,000.00	3,341,500.00
9/30/2036	-	-	-	-	719,100.00	2,121,700.00	2,840,800.00
9/30/2037	-	-	-	-	-	2,213,400.00	2,213,400.00
Total	\$ 3,714,572.01	\$ 43,711,934.49	\$ 42,265,737.50	\$ 7,579,915.69	\$ 11,578,490.74	\$ 29,832,711.11	\$ 192,860,122.20

Note: Debt service payments reflect payments from October 1 through September 30.

Exhibit C – Outstanding Obligations – City of Conroe (Continued)

City of Conroe Water and Sewer System Debt Service By Series As of September 30, 2017						
<u>Year</u>	<u>W&S Revenue Bonds, Series 2006</u>	<u>W&S Revenue Bonds, Series 2007</u>	<u>W&S Revenue Bonds, Series 2008</u>	<u>W&S Revenue Bonds, Series 2009</u>	<u>W&S Revenue Bonds, Series 2010</u>	<u>W&S Revenue Bonds, Series 2011</u>
2017/18	\$ 761,937.50	\$ 415,387.50	\$ 804,006.26	\$ 518,223.76	\$ 1,107,625.00	\$ 363,225.00
2018/19	764,000.00	415,542.50	801,106.26	518,136.26	1,107,075.00	362,775.00
2019/20	764,912.50	414,962.50	802,209.38	516,936.26	1,105,925.00	366,025.00
2020/21	769,550.00	408,746.25	801,893.75	515,386.26	1,109,100.00	364,050.00
2021/22	771,837.50	411,940.00	800,431.25	512,623.76	1,106,600.00	366,850.00
2022/23	771,712.50	409,417.50	802,337.50	513,523.76	1,109,400.00	363,175.00
2023/24	771,350.00	411,165.00	802,475.00	513,823.76	1,107,200.00	363,625.00
2024/25	775,681.25	412,050.00	796,600.00	513,523.76	1,108,700.00	364,350.00
2025/26	778,625.00	407,218.75	794,331.25	517,523.76	1,108,800.00	364,375.00
2026/27	780,181.25	406,740.63	795,025.00	515,558.13	1,107,500.00	363,325.00
2027/28	779,937.50	410,409.38	793,912.50	512,442.50	1,109,700.00	366,425.00
2028/29	782,756.25	408,000.00	791,375.00	513,202.50	1,110,300.00	364,025.00
2029/30	783,912.50	409,500.00	786,500.00	517,703.13	1,109,300.00	365,918.75
2030/31	788,287.50	410,000.00	784,125.00	516,046.88	1,106,700.00	362,100.00
2031/32	-	-	-	-	-	362,543.75
2032/33	-	-	-	-	-	-
2033/34	-	-	-	-	-	-
2034/35	-	-	-	-	-	-
2035/36	-	-	-	-	-	-
2036/37	-	-	-	-	-	-
2037/38	-	-	-	-	-	-
Total	<u>\$ 10,844,681.25</u>	<u>\$ 5,751,080.01</u>	<u>\$ 11,156,328.15</u>	<u>\$ 7,214,654.48</u>	<u>\$ 15,513,925.00</u>	<u>\$ 5,462,787.50</u>

Note: Debt service payments reflect payments from October 1 through September 30.

City of Conroe
Water and Sewer System Debt Service By Series
As of September 30, 2017

<u>Year</u>	<u>W&SS Revenue Bonds, Series 2012</u>	<u>W&SS Revenue Bonds, Series 2013</u>	<u>W&SS Revenue Bonds, Series 2014</u>	<u>W&SS Revenue Bonds, Series 2015</u>	<u>Certificates of Obligation, Series 2017B</u>	<u>Annual Debt Service</u>
2017/18	\$ 1,268,787.50	\$ 483,618.76	\$ 1,278,375.00	\$ 1,057,368.76	\$ 530,432.50	\$ 8,588,987.54
2018/19	1,269,987.50	483,168.76	1,275,575.00	1,054,218.76	1,573,400.00	9,624,985.04
2019/20	1,269,987.50	487,568.76	1,277,525.00	1,055,543.76	1,572,950.00	9,634,545.66
2020/21	1,273,687.50	486,093.76	1,277,325.00	1,056,068.76	1,577,150.00	9,639,051.28
2021/22	1,269,012.50	483,043.76	1,274,625.00	1,054,531.26	1,576,000.00	9,627,495.03
2022/23	1,268,587.50	484,043.76	1,277,025.00	1,054,043.76	1,574,550.00	9,627,816.28
2023/24	1,268,962.50	483,168.76	1,279,025.00	1,057,668.76	1,574,750.00	9,633,213.78
2024/25	1,270,512.50	485,268.76	1,274,150.00	1,054,668.76	1,574,350.00	9,629,855.03
2025/26	1,270,137.50	486,768.76	1,276,675.00	1,057,218.76	1,577,050.00	9,638,723.78
2026/27	1,269,737.50	482,768.76	1,276,775.00	1,055,768.76	1,574,650.00	9,628,030.03
2027/28	1,266,831.25	483,268.76	1,275,175.00	1,053,718.76	1,575,400.00	9,627,220.65
2028/29	1,270,187.50	483,168.76	1,277,125.00	1,055,993.76	1,573,650.00	9,629,783.77
2029/30	1,268,750.00	487,368.76	1,277,562.50	1,057,021.88	1,574,275.00	9,637,812.52
2030/31	1,273,950.00	485,868.76	1,276,750.00	1,053,200.00	1,573,100.00	9,630,128.14
2031/32	1,262,421.88	483,496.88	1,274,500.00	1,054,700.00	1,575,500.00	6,013,162.51
2032/33	1,254,296.88	484,856.25	1,274,625.00	1,054,800.00	1,575,900.00	5,644,478.13
2033/34	-	485,093.75	1,276,875.00	1,053,750.00	1,574,300.00	4,390,018.75
2034/35	-	-	1,276,125.00	1,056,000.00	1,575,600.00	3,907,725.00
2035/36	-	-	-	1,055,750.00	1,574,700.00	2,630,450.00
2036/37	-	-	-	-	1,576,500.00	1,576,500.00
2037/38	-	-	-	-	1,575,900.00	1,575,900.00
Total	\$ 20,295,837.51	\$ 8,238,634.52	\$ 22,975,812.50	\$ 20,052,034.50	\$ 32,030,107.50	\$ 159,535,882.92

Note: Debt service payments reflect payments from October 1 through September 30.

Exhibit D – Outstanding Obligations – Conroe Industrial Development Corporation (CIDC)

Conroe Industrial Development Corporation			
Sales Tax Debt Service By Series			
As of September 30, 2016			
<u>Year</u>	<u>Sales Tax Revenue & Refunding Bonds, Series 2012</u>	<u>Sales Tax Revenue Refunding Bonds, Taxable Series 2016</u>	<u>Annual Debt Service</u>
2016/17	\$ 1,705,181.26	\$ 785,635.00	\$ 2,490,816.26
2017/18	2,099,531.26	1,259,470.00	3,359,001.26
2018/19	2,098,531.26	1,259,240.00	3,357,771.26
2019/20	2,097,281.26	1,258,285.00	3,355,566.26
2020/21	2,097,781.26	1,261,605.00	3,359,386.26
2021/22	2,094,781.26	1,259,055.00	3,353,836.26
2022/23	2,101,881.26	1,255,780.00	3,357,661.26
2023/24	2,097,481.26	1,256,780.00	3,354,261.26
2024/25	2,095,681.26	1,261,910.00	3,357,591.26
2025/26	2,096,281.26	1,256,025.00	3,352,306.26
2026/27	2,097,131.26	1,259,415.00	3,356,546.26
2027/28	2,096,331.26	1,261,790.00	3,358,121.26
2028/29	1,058,881.26	1,228,150.00	2,287,031.26
2029/30	1,064,662.50	1,224,510.00	2,289,172.50
2030/31	1,039,350.00	-	1,039,350.00
2031/32	1,037,662.50	-	1,037,662.50
Total	<u>\$ 28,978,431.38</u>	<u>\$ 17,087,650.00</u>	<u>\$ 46,066,081.38</u>

Note: Debt service payments reflect payments from October 1 through September 30.