

Mayor Todd Kana  
Daniel Miller, Position 1  
Matthew Dantzer, Position 2  
Richard Carby, Mayor Pro Tem, Position 3  
Brenda Hoppe, Position 4  
Jack L. Huitt, Jr., Position 5



Don Doering, City Administrator  
Kandice Garrett, City Secretary  
Leonard Schneider, City Attorney  
Kyle Montgomery, Police Chief  
Beverly Standley, Finance/HR Administrator  
Tana Ross, Planning Consultant  
Mike Kurzy, AEI Engineering

## **NOTICE OF PUBLIC MEETING OF THE MAGNOLIA CITY COUNCIL**

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**AMENDED AGENDA**  
**PUBLIC HEARING AND REGULAR CITY COUNCIL MEETING**  
**TUESDAY, APRIL 12, 2022 – 7:00 P.M.**  
Sewall Smith Council Chambers  
18111 Buddy Riley Boulevard, Magnolia, Texas 77354

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1. **CALL MEETING TO ORDER**
  - a. INVOCATION
  - b. PLEDGE OF ALLEGIANCE
  - c. ROLL CALL AND CERTIFICATION OF A QUORUM
2. **PUBLIC COMMENTS** *(Generally limited to three minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **OPEN 1<sup>ST</sup> PUBLIC HEARING ON AMENDMENT OF IMPACT FEES**

NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES  
The City Council of Magnolia, Texas will hold a public hearing at the Sewell Smith Council Chambers located at 18111 Buddy Riley Blvd., Magnolia, Texas, at 7:00 p.m., on Tuesday, April 12<sup>th</sup>, 2022. The purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the update.
4. **CLOSE 1<sup>ST</sup> PUBLIC HEARING**
5. **OPEN 2<sup>ND</sup> PUBLIC HEARING ON TEXT AMENDMENTS TO UDC AND CONDITIONAL USE PERMIT**

## NOTICE OF PUBLIC HEARING

On April 12, 2022 at 6 pm City of Magnolia City Council will hold a public hearing in the Council Chambers of Magnolia City Hall, 18111 Buddy Riley, Blvd., Magnolia, Texas 77354, giving all interested persons the right to appear and be heard, and to discuss:

- Text amendment to the Unified Development Code, Chapter 6, Sec. 6-1-4.01 Freestanding Temporary Signs.
- Conditional Use Permit for 302 Acker St.

### 6. CLOSE 2<sup>ND</sup> PUBLIC HEARING

### 7. ADJOURN PUBLIC HEARINGS AND CONVENE OPEN REGULAR MEETING

### 8. CONSENT AGENDA

*(This portion of the agenda consists of items considered routine and will be enacted by one motion unless separate discussion is requested by a member of the City Council or a citizen. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)*

#### a. CONSIDERATION – APPROVAL OF MINUTES

Consideration and possible action to approve the minutes of the Regular City Council Meeting held March 8, 2022.

#### b. CONSIDERATION – APPROVE THE CITY OF MAGNOLIA SPONSORING, HOLDING AND ADVERTISING THE SHOWDOWN BBQ COOKOFF EVENT AT UNITY PARK ON APRIL 29 – 30, 2022 PLANNED AND CORDINATED BY THE MAGNOLIA FESTIVAL COMMITTEE.

#### c. CONSIDERATION – APPROVE STREET CLOSURE OF UNITY PARK DRIVE ON FRIDAY APRIL 29 AT 11:00 AM THROUGH SATURDAY APRIL 30 AT 7:00 PM

#### d. CONSIDERATION – APPROVAL FOR VENDORS TO SELL ALCOHOL AT THE MAGNOLIA SHOWDOWN BBQ COOKOFF AT UNITY PARK APRIL 29-30, 2022

#### e. CONSIDERATION – APPROVE USAGE OF WILLIAMS PAVILION FOR THE HOUSTON GALVESTON AREA COUNCIL (HGAC) BIKE TRAINING COURSE ON SUNDAY, MAY 1 FROM 2 PM – 6 PM

### 9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-007 AMENDING THE CITY OF MAGNOLIA OFFICIAL ZONING MAP FOR A REZONING OF 0.9183 ACRES OF LAND FROM NEIGHBORHOOD CONSERVATION 2 (NC 2) TO SUBURBAN VILLAGE (SV) (Mayor Todd Kana)

Consideration and possible action to adopt:

ORDINANCE NO. O-2022-007

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING ITS ZONING ORDINANCE, BY APPROVING ZONING CLASSIFICATIONS CHANGE REQUESTS WITHIN THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE APPROVED ZONING CLASSIFICATION CHANGES; PROVIDING FOR SEVERABILITY; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

10. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE JIFFY LUBE, 218 SMITH STREET, FINAL PLAT, +/-0.7100 ACRES** (Mayor Todd Kana)
11. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-008 AMENDING THE UNIFIED DEVELOPMENT CODE, CHAPTER 6, SEC. 6-1-4.01 FREESTANDING TEMPORARY SIGNS** (Mayor Todd Kana)  
Consideration and possible action to adopt:

ORDINANCE NO. O-2022-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, AMENDING CHAPTER 6 OF THE UNIFIED DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR OTHER PROVISIONS.

12. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-009 CONDITIONAL USE PERMIT FOR 302 ACKER STREET ALLOWING MIXED-USE** (Mayor Todd Kana)  
Consideration and possible action to adopt:

ORDINANCE NO. O-2022-009

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING ITS OFFICIAL ZONING MAP, BY APPROVING A CONDITIONAL USE PERMIT WITHIN THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE APPROVED CONDITIONAL USE PERMIT; PROVIDING FOR SEVERABILITY; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

13. **CONSIDERATION AND DISCUSSION OF PROPOSAL FROM GC MAGNOLIA, LP TO ENTER INTO ECONOMIC DEVELOPEMNT AGREEMENT FOR PROPOSED MAGNOLIA VILLAGE RETAIL CENTER** (Mayor Todd Kana)

14. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF 98.58 ACRES BY FORESTAR (USA) REAL ESTATE GROUP, INC INTO THE CITY OF MAGNOLIA WITHIN AREA OF EXTRATERRITORIAL JURISDICTION BY ADOPTING ORDINANCE NO. O-2022-010** (Mayor Todd Kana)

Consideration and possible action to adopt:

**ORDINANCE NO. O-2022-010**

AN ORDINANCE INCLUDING THE HEREINAFTER DESCRIBED TERRITORY TO THE EXTRATERRITORIAL JURISDICTION OF CITY OF MAGNOLIA TEXAS, MONTGOMERY COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY THAT MAY APPLY WITHIN THE EXTRATERRITORIAL JURISDICTION.

15. **CONSIDERATION - APPROVE ORDINANCE NO. O-2022-0011 AMENDING ARTICLE IV OF CHAPTER 94 OF THE CITY CODE OF ORDINANCES** (Mayor Todd Kana)

Consideration and possible action to adopt:

**ORDINANCE NO. O-2022-011**

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING ARTICLE IV OF CHAPTER 94 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF MAGNOLIA, TEXAS; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND MAKING OTHER PROVISION RELATED THERETO.

16. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE A PROPOSAL TO PAVE COMMERCE STREET UNDER TERMS OF THE INTERLOCAL AGREEMENT WITH MONTGOMERY COUNTY** (Mayor Todd Kana)

17. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-016 AUTHORIZING EXECUTION OF LOAN AGREEMENT FROM STATE INFRASTRUCTURE BANK** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING MAYOR TODD KANA TO ACT ON



BEHALF OF THE CITY OF MAGNOLIA IN ALL MATTERS  
RELATING TO THE LOAN AGREEMENT.

18. **SECOND READING: CONSIDERATION AND DISCUSSION TO APPROVE RESOLUTION NO. R-2022-014 – 4B PROJECT FOR THE PURCHASE OF 1 TO 2 ACRES OF REAL PROPERTY WITHIN THE CITY OF MAGNOLIA** (Mayor Todd Kana)

Consideration and possible action to adopt:

RESOLUTION NO. R-2022-014  
TO APPROVE THE FOLLOWING PROJECTS OF THE  
MANGOLIA COMMUNITY DEVELOPMENT CORPORATION  
(4B).

19. **CONSIDERATION, AND POSSIBLE ACTION TO TERMINATE TASK ORDER NO. 20-03 AND ANY AMENDMENTS TO THE TASK ORDER WITH STRAND ENGINEERING SERVICES REGARDING FM 1488 FORCE MAIN LOCATION AND AUTHORIZE CITY ADMINISTRATOR TO SEND WRITTEN NOTICE OF TERMINATION AND ASSIGN REMAINDER OF THE ENGINEERING SERVICES TO CITY ENGINEER, AEI ENGINEERING** (Mayor Todd Kana)
20. **DISCUSSION REGARDING AEI ENGINEERING WORK ORDER FOR MAGNOLIA TRANSPORTATION MASTER PLAN** (Mayor Todd Kana)
21. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO WHOLESALE WATER SUPPLY AND SANITARY SEWER AGREEMENT BETWEEN THE CITY OF MAGNOLIA AND AUDUBON MAGNOLIA DEVELOPMENT, LLC, ET AL** (Mayor Todd Kana)
22. **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE AWARD OF CONTRACT FOR WATER PLANT #3 CLEARING AND GRUBBING TO L L & G CONSTRUCTION INC. IN THE AMOUNT OF \$51,450.** (Mayor Todd Kana)

23. **CLOSED EXECUTIVE SESSION**

*The City Council of the City of Magnolia, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below as authorized by Title 5, Chapter 551, of the Texas Government Code. §551.071(Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), §551.086 (Deliberations about competitive matters), and §551.087 (Deliberation about Economic Development Matters.)*

**The City Council may enter into executive session under Texas Government Code Section 551.071 to consult and receive legal advice from its attorneys regarding the following contracts with Audubon: Wholesale Water Supply and Sanitary Sewer Agreement and the Land Use Planning and Cooperation Agreement.**

The City Council may enter into executive session under Texas Government Code Section 551.071 to consult and receive legal advice from its attorneys regarding Impact fees and amending impact fees

24. **RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

25. **ADMINISTRATION - DEPARTMENT REPORTS  
ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST**

a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)

b. ADMINISTRATION / PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)

26. **ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 – consultation with counsel on legal matters; Section 551.072 – deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 – deliberation regarding a prospective gift; Section 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 – implementation of security personnel or devices; Section 551.086 – deliberation regarding competitive matters of a public power utility ; Section 551.087 – deliberation regarding economic development negotiation; and/or other matters as authorized under Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office at (281-305-0550), two working days prior to the meeting for appropriate arrangements.

**CERTIFICATE**

I certify that a copy of the *Notice of Meeting* was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofmagnolia.com](http://www.cityofmagnolia.com), in compliance with Chapter 551, Texas Government Code.

DATE \_\_\_\_\_  
TIME \_\_\_\_\_  
TAKEN DOWN \_\_\_\_\_



\_\_\_\_\_  
Don Doering, City Administrator

# Hearst Newspapers, LLC

## Order Confirmation

**Ad Order Number**

0034186175

**Sales Rep.**

0630-HOU

**Order Taker**

jvega

**Order Source**

Rep

**Customer**

CITY OF MAGNOLIA

**Customer Account**

20017370

**Customer Address**

18111 BUDDY RILEY BLVD  
MAGNOLIA TX 773545864 USA

**Customer Phone**

2813562266

**Payor Customer**

CITY OF MAGNOLIA

**Payor Account**

20017370

**Payor Address**

18111 BUDDY RILEY BLVD  
MAGNOLIA TX 773545864 USA

**Payor Phone**

2813562266

**PO Number**

**Ordered By**

Kandice Garrett

**Customer Fax**

**Customer Email**

**Special Pricing**

**Tear Sheets**

1

**Proofs**

0

**Affidavits**

1

**Blind Box**

**Promo Type**

**Materials**

**Invoice Text**

AMENDMENT OF IMPACT FEES

**Ad Order Notes**

**Gross Amount**

136.20

**Net Amount**

\$83.01

**Tax Amount**

\$0.00

**Total Amount**

\$83.01

**Payment Method**

Credit Card Pymt

**Payment Amount**

\$0.00

**Amount Due**

\$83.01

**Ad Number**

0034186175-01

**Ad Type**

Legal

**Production Method**

AdBooker

**Production Notes**

**External Ad Number**

**Ad Attributes**

**Ad Released**

No

**Pick Up**

**Ad Size**

2 X 10 li

**Color**

**NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES**

The City Council of Magnolia, Texas will hold a public hearing at the Sewell Smith Council Chambers located at 18111 Buddy Riley Blvd., Magnolia, Texas, at 7:00 p.m., on Tuesday, April 12th, 2022. The purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee. Any member of the public has the right to appear at the hearing and present evidence for or against the update.  
Adopted by Resolution on February 8, 2022

**Product**

HCN Cypress Creek Champions  
HCN Cypress Creek Cypress  
HCN Tomball Potpourri  
HOU Online

**Placement**

Legals  
Legals  
Legals  
Legals

**Position**

Legal Notices  
Legal Notices  
Legal Notices  
Legal Notices

**First Run Date**

Wednesday, March 9, 2022  
Wednesday, March 9, 2022  
Wednesday, March 9, 2022  
Wednesday, March 9, 2022

**Last Run Date**

Wednesday, March 9, 2022  
Wednesday, March 9, 2022  
Wednesday, March 9, 2022  
Wednesday, March 9, 2022



April 5, 2022

Mr. Todd Kana, Mayor  
City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354

Re: Land Use Assumptions, Capital Improvement Plans, and Proposed Impact Fees

Dear Mayor Kana:

I am submitting this letter on behalf of the Capital Improvement Advisory Committee (CIAC) regarding the Land Use Assumptions (LUA), Water and Wastewater Capital Improvement Plans (CIPs), and proposed impact fees. The CIAC held two meetings at which the LUA map, Water and Wastewater CIPs, and the proposed impact fees were presented by AEI Engineering.

The CIAC supports the LUA map and Water and Wastewater CIPs as presented by AEI. Two methods for calculating the impact fees, which are the revenue credit calculation and the 50 percent credit methods. The CIAC further recommends the maximum assessable impact fees calculated using the 50 percent credit method. This method calculated a maximum assessable Water Impact Fee of \$2,200 and a maximum assessable Wastewater Impact Fee of \$5,200.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Shelburne", with a long horizontal flourish extending to the right.

Scott A. Shelburne  
CIAC Chairman

## Hearst Newspapers, LLC Order Confirmation

**Ad Order Number**

0034185586

**Sales Rep.**

0630-HOU

**Order Taker**

jvega

**Order Source**

Rep

**Customer**

CITY OF MAGNOLIA

**Customer Account**

20017370

**Customer Address**18111 BUDDY RILEY BLVD  
MAGNOLIA TX 773545864 USA**Customer Phone**

2813562266

**Payor Customer**

CITY OF MAGNOLIA

**Payor Account**

20017370

**Payor Address**18111 BUDDY RILEY BLVD  
MAGNOLIA TX 773545864 USA**Payor Phone**

2813562266

**PO Number****Ordered By**

TANA ROSS

**Customer Fax****Customer Email****Special Pricing****Tear Sheets**

1

**Proofs**

0

**Affidavits**

1

**Blind Box****Promo Type****Materials****Invoice Text**

Unified Development Code, Chapter 6, Sec. 6-1-4.01

**Ad Order Notes****Gross Amount**

146.34

**Net Amount**

\$86.79

**Tax Amount**

\$0.00

**Total Amount**

\$86.79

**Payment Method**

Credit Card Pymt

**Payment Amount**

\$0.00

**Amount Due**

\$86.79

**Ad Number**

0034185586-01

**Ad Type**

Legal

**Production Method**

AdBooker

**Production Notes****External Ad Number****Ad Attributes****Ad Released**

No

**Pick Up****Ad Size**

2 X 11 li

**Color****NOTICE OF PUBLIC HEARING**

On April 12, 2022 at 7 pm Magnolia City Council will hold a public hearing in the Council Chambers of Magnolia City Hall, 18111 Buddy Riley, Blvd., Magnolia, Texas 77354, giving all interested persons the right to appear and be heard, and to discuss:

- Text amendment to the Unified Development Code, Chapter 6, Sec. 6-1-4.01 Freestanding Temporary Signs
- Conditional Use Permit for 302 Acker St.

**Product**HCN Cypress Creek Champions  
HCN Cypress Creek Cypress  
HCN Tomball Potpourri  
HOU Online**Placement**Legals  
Legals  
Legals  
Legals**Position**Legal Notices  
Legal Notices  
Legal Notices  
Legal Notices**First Run Date**Wednesday, March 16, 2022  
Wednesday, March 16, 2022  
Wednesday, March 16, 2022  
Wednesday, March 16, 2022**Last Run Date**Wednesday, March 16, 2022  
Wednesday, March 16, 2022  
Wednesday, March 16, 2022  
Wednesday, March 16, 2022

## City Council Agenda Item Administration Department

**From:** Planning Consultant on behalf of the Planning & Zoning Commission

**Date requested for City Council consideration:** April 12, 2022

**Subject:**

**Proceeding:**

Degree of importance: ☐ Critical ☐ Significant ☒ Elective

### FINANCIAL APPROVAL

Expenditure Required: N/A

Amount Budgeted: \$0.00

Appropriation Required: \$0.00

Source of Funds: N/A

### SUMMARY/ORIGINATING CAUSE

The City has had repeated requests for freestanding banner signs from businesses and the school district, and for special events. There are no standards for freestanding banner signs in the Unified Development Code. The Planning and Zoning Commission met on March 24, 2022 and approved recommendation of the text amendment adding banners to Freestanding Temporary Signs, Sec. 6-1-4.01 of the Unified Development Code.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Sets standards for freestanding temporary banner signs.

### RECOMMENDATIONS

Approve text amendment to Sec. 6-1-4.01 adding Banners to Freestanding Temporary Signs.

### ATTACHMENTS

Text amendment.

## City Council Agenda Item Administration Department

**From:** Planning Consultant on behalf of the Planning & Zoning Commission

**Date requested for City Council consideration:** April 12, 2022

**Subject:**

**Proceeding:**

Degree of importance: ☐ Critical ☒ Significant ☐ Elective

### FINANCIAL APPROVAL

Expenditure Required: N/A

Amount Budgeted: \$0.00

Appropriation Required: \$0.00

Source of Funds: N/A

### SUMMARY/ORIGINATING CAUSE

The City received a conditional use permit for 302 Acker Street on February 7; a delayed payment set the application on the March Planning and Zoning Commission meeting. The Planning and Zoning Commission held a public hearing for a Conditional Use Permit application and March 24, 2022 and voted to approved the recommendation for the CUP to City Council. The Conditional Use Permit is asking for mixed-use at this location in a Semi-Urban Residential district, as allowed by the Unified Development Code, Chapter 2 Land Uses, Table 2-2-1.02.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Additional retail services in the City limits.

### RECOMMENDATIONS

N/A

### ATTACHMENTS

Application





## Conditional Use Permit Application Form

This form shall be submitted with each application for a conditional use permit.

### CONTACT INFORMATION

#### Applicant

Noe Almaguer

Name

18922 Greater Oaks Ct.

Street Address

Houston, TX 77084

City, State Zip

832-540-5462

Phone

Fax

nalmaguer@molinawalker.com

E-mail

#### Architect (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

#### Property Owner (if different)

Nery A. Miron

Name

302 Acker St.

Street Address

Magnolia, Texas 77354

City, State Zip

832-606-3559

Phone

Fax

liberty\_framing@yahoo.com

E-mail

#### Engineer/Land Surveyor (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

PROPERTY PROFILE

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Property ID # 302 Acker St., Magnolia, Texas 77354Legal Description Gamble Dawson Surv Abs # 177 A0177 Dawson Gamble, Tract 8, 0.8857 Acres  
(Subdivision) (Lot) (Block)Current Zoning Semi-Urban Residential

## Present Use of Property

Residential - Single Dwelling (Building #1: Single-Family Dwelling + Retail; Building #2: Single-Family  
Dwelling + Office + Warehouse)Proposed Use of the Property (for conditional use)  
Mixed UseTotal Area of Site 0.8857 Acres (38,581 Square Feet)

1. List all vacant properties within a quarter mile of the property that would permit the use by right, if any, along with a brief description of why the subject property is a better location than each of the other vacant parcels:

Refer to response on Exhibit A.

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2. A list of similar existing uses in the vicinity of the parcel proposed for development:

Refer to response on Exhibit A.

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3. If the use is required to be separated from the same use, or from a different use, a brief description of the nearest such use with an indication of the linear distance to it:

Refer to response on Exhibit A.

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4. A description of any proposed mitigation strategies that will be employed to lessen the potential negative impact to surrounding land uses and public streets:

Refer to response on Exhibit A.

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5. A description of any proposed limitation on operations:

Refer to response on Exhibit A.

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6. A narrative regarding how the proposed use complies with the standards of Section 2-2-1.05, Conditional Uses

Refer to response on Exhibit A.

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7. Any other supporting documentation required for the use by Section 2-2-1.05, Conditional Uses

Refer to response on Exhibit A.

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## Map Sheet General Requirements

- ☒ No larger than 24 in. x 36 in. sheet size; no smaller than 11 in. x 17 in. sheet size  
 Largest engineering scale possible  
 Key map with scale  
 North arrow  
 Title block with name of applicant and date of submittal  
 Number of parking spaces allocated to the proposed use

## Information Requirements

- ☒ One (1) complete application  
 All fees  
 The zoning of the subject property as well as surrounding properties  
 Existing or future uses of all abutting properties  
 Lot area of the parcel proposed for development  
 Proposed floor area of the conditional use  
 Location of all freestanding and wall signage  
 Dimensions and height of all freestanding and wall signage  
 Door access to each individual use – internal and external  
 Location, type, and screening details of all proposed outdoor storage  
 Location of all parking areas and circulation aisles  
 Location of all access drives  
 Location of all buffer areas with an indication of whether each is a required buffer or an additional buffer  
 Elevation drawings of all structures  
 Traffic study (if necessary)  
 Approved site plan (if new construction)

I, Jesse Bamer (print or type name), certify with my signature below that the information included in my submittal packet is complete, true, and correct, to the best of my knowledge.



Signature of Applicant

01/18/22

Date



# **EXHIBIT A**

## **Conditional Use Permit Application Form**

City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354

Re: Conditional Use Permit Application  
Property Located at 302 Acker Street, Magnolia, Texas 77354

**QUESTION #1:** List all vacant properties within a quarter mile of the property that would permit the use by right, if any, along with a brief description of why the subject property is a better location than each of the other vacant parcels:

**RESPONSE #1:** The proposed development includes 2 buildings with a mix-use of the land. Building No. 1 design is proposed as a combination of a single dwelling with a commercial retail area; the second building is proposed as a combination of a single dwelling on the second level of a warehouse/office building. The site is in a Semi-Urban Residential zone ("SU"), and within a quarter mile the property is surrounded by undeveloped land, single family dwellings, religious buildings, and commercial use properties. The proposed mix-use buildings will allow an opportunity for housing and employment at lot, similar to other uses of land within a quarter mile vicinity.

**QUESTION #2:** A list of similar existing uses in the vicinity of the parcel proposed for development:

**RESPONSE #2:** For the proposed mix-use of the lot, other similar uses of land in vicinity include single residential properties as well as commercial and religious uses of land. Some of the commercial use of land within a quarter mile include Tractor Supply Home Improvement Store, Blue Iguana Taco House, Magnolia Community Center, Historic Magnolia Depot, Lone Pint Brewery, Yankee Doodle Donuts, Community Cleaners, etc. See Exhibit B.

**QUESTION #3:** If the use is required to be separated from the same use, or from a different use, a brief description of the nearest such use with an indication of the linear distance to it:

**RESPONSE #3:** The proposed mix-use of property is adjacent to a commercial building (Tractor Supply Co.) on the north side, which will be screened with buffer-yard and wood fence. On the vacant east side of the property, the lot will be screened with a detention pond and wood fence. On the south side, the property is adjacent to a single dwelling, and will be screened with 8'-0" wide buffer-yard and an 8'-0" high wood fence.

QUESTION #4: A description of any proposed mitigation strategies that will be employed to lessen the potential negative impact to surrounding land uses and public streets:

RESPONSE #4: Some of the proposed mitigation strategies include the use of stucco on the exterior finish of the building to mimic residential appearance; no use of chain link fencing, but solid wood fence; 80% of the off-street parking is proposed to be concealed from the public view with Building No. 1; adjacent residential property will be screened with a solid wood fence, 8-feet high; and for the mix-use proposed business, operations will be limited to business hours, including any business deliveries.

QUESTION #5: A description of any proposed limitation on operations:

RESPONSE #5: Per Response #4, the business portion of the mix-use of the buildings will limit operations to business hours during the day, including deliveries. Trash collection will also be done early mornings on scheduled times to not disrupt vicinity traffic.

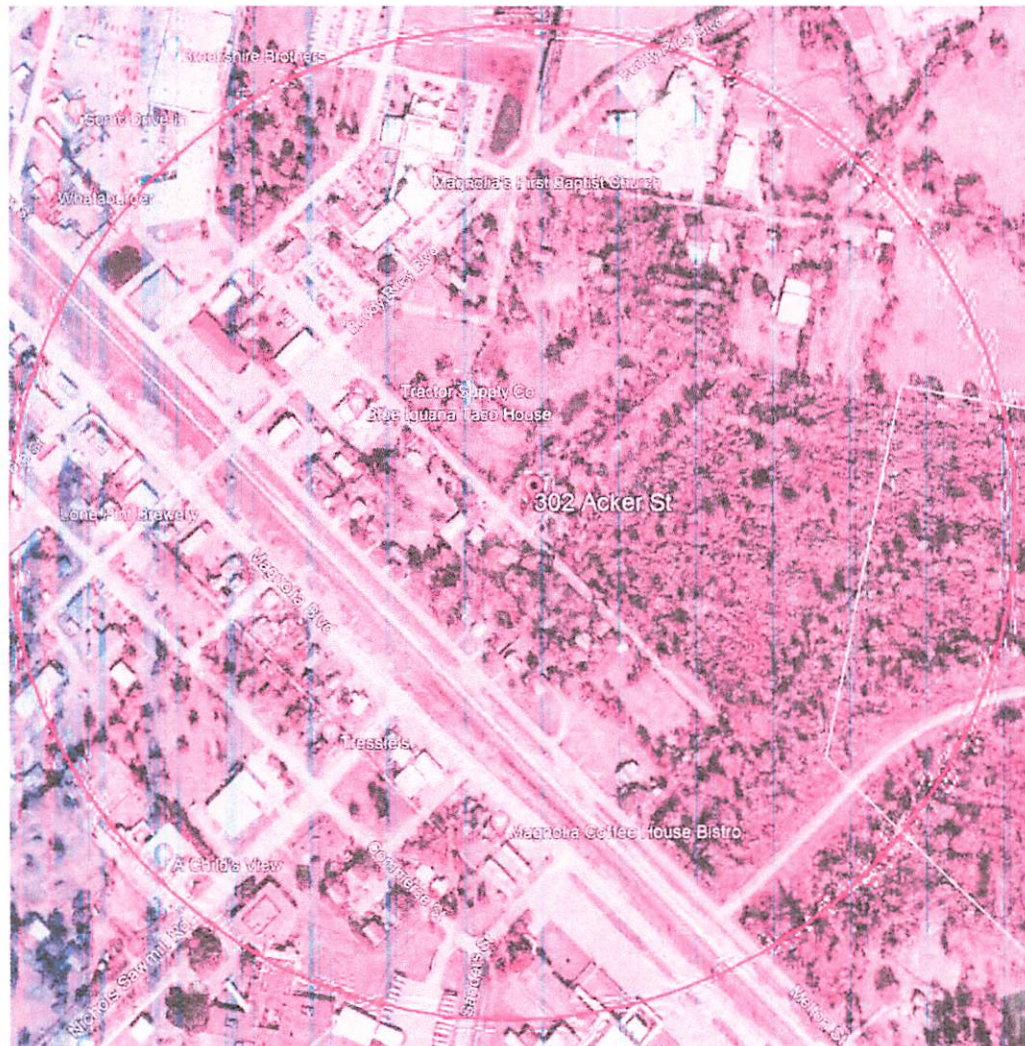
QUESTION #6: A narrative regarding how the proposed use complies with the standards of Section 2-2-1.05, Conditional Uses:

RESPONSE #6: The site of proposed development is in a Semi-Urban Residential zone, which will include 2 buildings with a mix used of lot. Building No. 1 is proposed as a combination of a single dwelling and commercial retail; the second building is proposed as a combination of a single dwelling and warehouse/office building.

QUESTION #7: Any other supporting documentation required for the use by Section 2-2-1.05, Conditional Uses:

RESPONSE #7: Exhibit B identifying the quarter mile radius from the property as well as proposed mix-used development schematic plans.

## EXHIBIT B – VICINITY MAP





December 10, 2021

City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354

Re: Conditional Use Permit Application  
LFC Retail Center Project Parking Request  
302 Acker St.; Magnolia, Texas 77354


Mr. City of Magnolia Representative:

This letter is issued to supplement the Conditional Use Permit Application for the site improvement at 302 Acker Street: Magnolia, Texas 77354. I am proposing to develop the site with two buildings and a Mixed-Use Classification per Article 2-2 Land Uses of the Unified Development Code ("UDC"). If approved, my intent is to build a Single-Family Dwelling attached to a Retail Facility in Building 1 and a Single-Family Dwelling unit attached to a Wholesale-Office facility in Building 2.

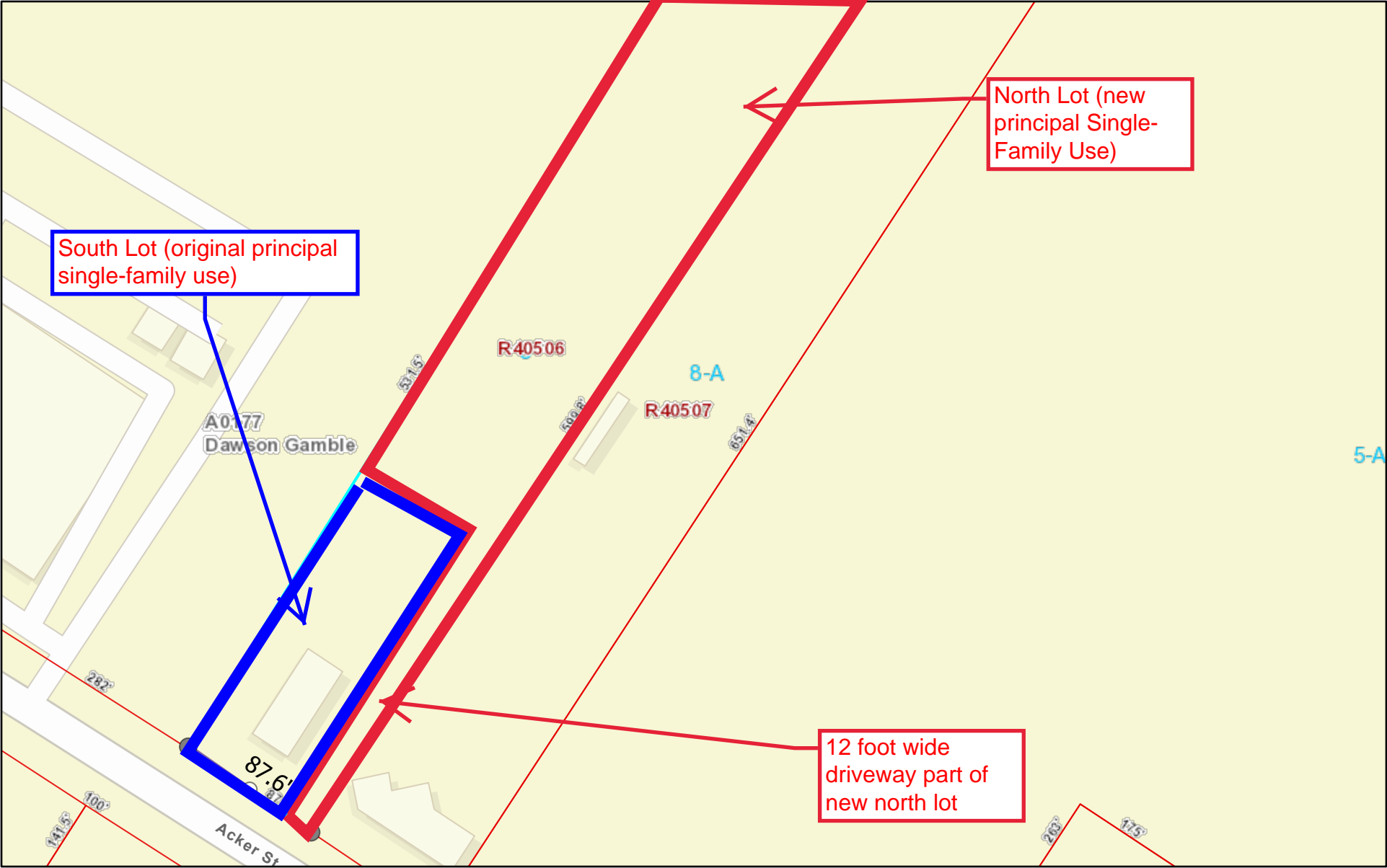
Be advised that per Parking Tables 7-1-2.02.2 and 7-1-2.02.3 of the UDC, I am proposing to provide a total of 34 parking spaces, if allowed. Building 1 will have 2 parking spaces for the Dwelling Unit and 17 spaces for the Retail Facility (3,386 SF / 200 SF). For Building No. 2, I will be providing 2 spaces for the Dwelling Unit. However, because the site is only 0.8857 Acres, I am requesting City's consideration to approve 13 parking spaces serving the Wholesale-Office Facility utilizing 1 space per 500 SF for the Commercial Use of the building in lieu of the Mixed-Use requirement of 1 space per 200 SF. These 13 spaces will include 3 parking spaces for the Office area (759 SF / 300) and 10 parking spaces for the Wholesale Facility (5,050 SF / 500). The Parking Analysis for above request is shown on proposed development Site Plan in Sheet A2-01. Thank you for your consideration to this request.

Sincerely,

Name

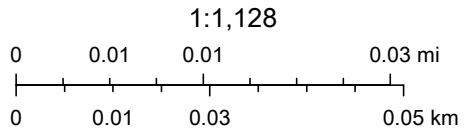
NGRY A. Miron  


302 Acker Street



4/8/2021, 1:03:19 PM

- Abstracts
- Parcels



Esri Community Maps Contributors, Montgomery County, TX GIS Office,

Montgomery County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Mayor Todd Kana  
Daniel Miller, Position 1  
Matthew Dantzer, Position 2  
Richard Carby, Mayor Pro Tem / Position 3  
Brenda Hoppe, Position 4  
Jack L Huitt, Jr., Position 5



Don Doering, City Administrator  
Kandice Garrett, City Secretary  
Leonard Schneider, City Attorney  
Kyle Montgomery, Police Chief  
Beverly Standley, Finance/HR Administrator  
Tana Ross, Planning Consultant  
Mike Kurzy, AEI Engineering

## **MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA MARCH 8, 2022**

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A meeting of the City Council was held on this date, March 8, 2022, beginning at 7:00 p.m. in the Sewall Smith Council Chambers, 18111 Buddy Riley Boulevard, Magnolia, Texas 77354.

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### **1. CALL MEETING TO ORDER**

Mayor Todd Kana convened the meeting at 7:00 p.m.

#### **a. INVOCATION**

Councilmember Hoppe delivered the invocation.

#### **b. PLEDGE OF ALLEGIANCE**

Mayor Todd Kana led the Pledge of Allegiance to the U.S.A. and Texas flags.

#### **c. ROLL CALL AND CERTIFICATION OF QUORUM**

Mayor Todd Kana called roll, certified that a quorum was present with the following Council members in attendance: Todd Kana, Rick Carby, Matthew Dantzer, Daniel Miller, Brenda Hoppe, and Jack L Huitt Jr.

Absent: None

Staff present: City Administrator Don Doering, City Secretary Kandice Garrett, Police Chief Kyle Montgomery, and Planning Consultant Tana Ross

### **2. PUBLIC COMMENTS** *(Generally limited to three minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

None

### **3. CONSENT AGENDA**

*(This portion of the agenda consists of items considered routine and will be enacted by one motion unless separate discussion is requested by a member of the City Council or a citizen. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)*

a. **CONSIDERATION – APPROVAL OF MINUTES**

Consideration and possible action to approve the minutes of the Regular City Council Meeting held February 8, 2022.

b. **CONSIDERATION – APPROVE MONTGOMERY CENTRAL APPRAISAL DISTRICT (“MCAD”) EXEMPTION INFORMATION FOR USE ON THE 2022 NOTICES OF APPRAISED VALUE AND 2022 ASSESSMENT ROLLS**

c. **CONSIDERATION – APPROVE CHAMBER 2022 CHRISTMAS PARADE ROUTE**

Consideration and possible action to approve the Chamber Christmas Parade Route for Saturday, December 3, 2022 from 5:30 p.m. until 7:00 p.m.

**MOTION:** Upon a motion to approve the Consent Agenda made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.

4. **PRESENTATION – STATUS UPDATE ON MAGNOLIA PLACE DEVELOPMENT BY CHESSIE ZIMMERMAN** (Mayor Todd Kana)

Chessie Zimmerman, with Stratus Properties Inc., provided handouts of the latest site plan and pointed out an upcoming single-family development of a 27-acre tract located on the south side of the project bringing possibly 80-90 homes. Multi-family development is expected on two separate tracts west of the HEB. Getting the fuel station in is moving a bit slower due to the rain, but she estimates the infrastructure is about 45 days out for HEB and noted that construction has begun on the retail upfront.

5. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 130 (.8264 ACRES AND 2.3880 ACRES TRACT) BY ADOPTING RESOLUTION NO. R-2022-007** (Mayor Todd Kana)

Consideration and possible action to adopt:

RESOLUTION NO. R-2022-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF .8264 ACRES AND 2.3880 ACRES INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 130 WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

City Attorney Leonard Schneider explained there is a total of six resolutions for approving the annexation of property into various MUD, Water Districts, and Audubon Management District which were previously approved in the installment agreements with Audubon. He further stated that these have been reviewed and he has no objections to the resolutions or the petitions for annexation as they have been properly submitted.

**MOTION:** Upon a motion to approve Resolution No. R-2022-007 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

6. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO MONTGOMERY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 (.8264 ACRES AND 2.3880 ACRES TRACT) BY ADOPTING RESOLUTION NO. R-2022-008** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-008**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF .8264 ACRES AND 2.3880 ACRES INTO MONTGOMERY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

**MOTION:** Upon a motion to approve Resolution No. R-2022-008 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

7. **COSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO AUDUBON MANAGEMENT DISTRICT (.8264 ACRES AND 2.3880 ACRES TRACT) BY ADOPTING RESOLUTION NO. R-2022-009** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-009**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF .8264 ACRES AND 2.3880 ACRES INTO AUDUBON MANAGEMENT DISTRICT WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

**MOTION:** Upon a motion to approve Resolution No. R-2022-009 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

8. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT 154A (APPROXIMATELY 24.82 ACRES) BY ADOPTING RESOLUTION NO. R-2022-010** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF APPROXIMATELY 24.82 ACRES INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT 154A WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

**MOTION:** Upon a motion to approve Resolution No. R-2022-010 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

9. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO MONTGOMERY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 (APPROXIMATELY 24.82 ACRES) BY ADOPTING RESOLUTION NO. R-2022-011** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-0011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF APPROXIMATELY 24.82 ACRES INTO MONTGOMERY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

**MOTION:** Upon a motion to approve Resolution No. R-2022-011 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

10. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF PROPERTY INTO AUDUBON MANAGEMENT DISTRICT (APPROXIMATELY 24.82 ACRES) BY ADOPTING RESOLUTION NO. R-2022-012** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, APPROVING THE ADDITION OF APPROXIMATELY 24.82 ACRES INTO AUDUBON MANAGEMENT DISTRICT WITHIN AREA OF EXTRATERRITORIAL JURISDICTION.

**MOTION:** Upon a motion to approve Resolution No. R-2022-012 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.



**11. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO PLAT OF MAGNOLIA PLACE SEC 1, REPLAT OF RESERVE "B" 30.239 +/- ACRES**

(Mayor Todd Kana)

Planning Consultant Tana Ross noted the actual acreage is 4.849 acres, not 30.239 acres as stated above.

**MOTION: Upon a motion to approve amendment to plat of Magnolia Place Sec 1, Replat of Reserve "B" 4.849 +/- acres made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**12. CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION ON FIRST AMENDMENT TO UTILITY AGREEMENT AND NEW CHAPTER 380 AGREEMENT WITH SHADYSIDE LAND COMPANY, LLC. TO SERVE SHADYSIDE'S HERITAGE GREEN DEVELOPMENT ON THE 49.056 ACRES OF LAND IN THE CITY OF MAGNOLIA TEXAS** (Mayor Todd Kana)

City Attorney Leonard Schneider presented this item and noted the City has already constructed its public infrastructure and there are no more for the City to construct. Shadyside has and is in the process of building public utilities and pads to cover the development. The 380 Agreement has been requested by Shadyside for the infrastructure to get a reimbursement of the increase of the property tax value after the improvements are completed. The negotiated agreement between staff, the Mayor and Shadyside is for not longer than 10 years expiring at not to exceed \$3,127,410.

**MOTION: Upon a motion to approve First Amendment to Utility Agreement and new Chapter 380 Agreement with Shadyside Land Company, LLC to serve Shadyside's Heritage Green Development on the 49.056 acres of land in the City of Magnolia made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**13. CONSIDERATION – AWARD BID FOR NICHOLS SAWMILL INTERCEPTOR SEWER REPLACEMENT PHASE 3 REBID CONTRACT 2-2020R AND AUTHORIZING SIGNING CONTRACTS CONTINGENT UPON STAFF REVIEW OF THE CONTRACTS, BONDS, AND INSURANCE** (Mayor Todd Kana)

City Administrator Don Doering reported that after receiving two bids Ballast Point Construction was the lowest bidder (they are currently finishing construction on Phase 2 for the City) and Mike Kurzy will oversee engineering on the project.

City Attorney Leonard Schneider pointed out that their bid came in as less than the engineer's probable construction cost.

**MOTION: Upon a motion to award Ballast Point Construction the bid for Nichols Sawmill Interceptor Sewer Replacement Phase 3 Rebid Contract 2-2020R and authorizing signing contracts contingent upon staff review of the contracts,**



bonds, and insurance made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

14. **CONSIDERATION – AWARD CONTRACT FOR CLEARING AND GRUBBING OF WATER PLANT NO. 3 SITE BASED ON BIDS RECEIVED ON MARCH 7, 2022 TO BE PRESENTED AT THE CITY COUNCIL MEETING AND AUTHORIZING SIGNING CONTRACTS CONTINGENT UPON STAFF REVIEW OF THE CONTRACTS, BONDS, AND INSURANCE** (Mayor Todd Kana)

City Engineer Mike Kurzy informed the Council that the City solicited for bids and they came back over \$50,000 so they will have to go back out and advertise the bid list.

City Attorney Leonard Schneider inquired whether the bids need to be rejected and bid the process or keep the same bids and rebid out? Mr. Kurzy clarified they will be rejected. Leonard advised Council to make a motion to reject the bids.

**MOTION: Upon a motion to reject the contract for clearing and grubbing of Water Plant No. 3 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

15. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-013 AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION** (Mayor Todd Kana)

Consideration and possible action to adopt:

RESOLUTION NO. R-2022-013  
RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF  
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

James Gilley, Executive Director with U.S. Capital Advisors LLC, presented this item and disclosed the process and identified the purpose as being for the City water and sewer system projects in the amount of \$20,000,000. He anticipates the sale to take place on May 10, 2022 after the waiting period and if all goes well, they will close approximately 30 days later in June.

City Engineer Mike Kurzy confirmed the funding is for two water plant projects. City Administrator Don Doering and City Attorney Leonard Schneider have both reviewed the documents.

**MOTION: Upon a motion to approve Resolution No. R-2022-013 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.**

16. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-006 INCREASING THE JUST AND REASONABLE GAS UTILITY RATES TO BE**

**CHARGED WITHIN IN ITS INCORPORATED SERVICE AREAS BY UNIVERSAL NATURAL GAS, LLC (Mayor Todd Kana)**

Consideration and possible action to adopt:

**ORDINANCE NO. O-2022-006**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, INCREASING THE JUST AND REASONABLE GAS UTILITY RATES TO BE CHARGED WITHIN IN ITS INCORPORATED SERVICE AREAS BY UNIVERSAL NATURAL GAS, LLC; REQUIRING REIMBURSEMENT OF RATE CASE EXPENSES BY THE COMPANY; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

City Attorney Leonard Schneider noted these rates were reviewed by Lawton Law Firm and believed to be reasonable and recommends approval of the ordinance.

**MOTION: Upon a motion to approve Ordinance No. O-2022-006 made by Councilmember Carby and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**17. SECOND READING: CONSIDERATION AND DISCUSSION TO APPROVE RESOLUTION NO. R-2022-006 – 4B PROJECT FOR THE PURCHASE OF LED SIGN AT MAGNOLIA CITY HALL (Mayor Todd Kana)**

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-006**

TO APPROVE THE FOLLOWING PROJECTS OF THE MAGNOLIA COMMUNITY DEVELOPMENT CORPORATION (4B)

Economic Development Director Rachel Steele presented this item as a second reading required by statute for approval of this 4B project.

**MOTION: Upon a motion to approve Resolution No. R-2022-006 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**18. FIRST READING: CONSIDERATION AND DISCUSSION TO APPROVE RESOLUTION NO. R-2022-014 – 4B PROJECT FOR THE PURCHASE OF 1 TO 2 ACRES OF REAL PROPERTY WITHIN THE CITY OF MAGNOLIA (Mayor Todd Kana)**

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-014**

TO APPROVE THE FOLLOWING PROJECTS OF THE  
MANGOLIA COMMUNITY DEVELOPMENT CORPORATION  
(4B)

Economic Development Director Rachel Steele presented this item as a first reading required by statute for approval of this 4B project as it lines up with Texas Govt. Local Code Chapter 505. No action taken.

**19. CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE ANNUAL REVIEW UPDATE TO THE CITY OF MAGNOLIA INVESTMENT POLICY**  
(Mayor Todd Kana)

City Administrator Don Doering stated that this is an annual review and there are no changes.

City Attorney Leonard Schneider brought this item back before Council to correct for the record there were minor changes in the policy.

City Administrator Don Doering informed Council of minor changes and decision stayed.

**MOTION:** Upon a motion to approve annual review update to the City of Magnolia Investment Policy made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

**20. CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE KOLOGIK LLC SOFTWARE-AS-A-SERVICE AGREEMENT FOR POLICE DEPARTMENT WARRANTS** (Mayor Todd Kana)

Police Chief Kyle Montgomery presented this item and noted it is necessary to enforce warrants in real time when the officers are out in the field. This module interacts with their current management system utilizing an updated spreadsheet uploaded by municipal court into the RMS system to track Class C warrants.

**MOTION:** Upon a motion to approve Kologik LLC Software-As-A-Service Agreement for Police Department warrants made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

**21. CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-015 ADOPTING THE CITY OF MAGNOLIA, TEXAS LOGO AND GRAPHIC STANDARDS** (Mayor Todd Kana)

Consideration and possible action to adopt:

RESOLUTION NO. R-2022-015

A RESOLUTION ADOPTING THE CITY OF MAGNOLIA,  
TEXAS LOGO AND GRAPHIC STANDARDS

City Administrator Don Doering presented this item and asked Council for direction to approve a City logo by ordinance using the two different logo options provided in their packet. City Secretary Kandice Garrett provided a brief summary of the proposed updated logo and spoke on behalf of staff that were in favor of version 2 logo. There was further discussion to adopt (version 1) white magnolia flower with green leaves in the center of a maroon circle logo as official City logo and allowance for Public Works to display the alternate lettering on their vehicles.

**MOTION: Upon a motion to approve Resolution No. R-2022-015 (Version 1) made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**22. CLOSED EXECUTIVE SESSION**

*The City Council of the City of Magnolia, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below as authorized by Title 5, Chapter 551, of the Texas Government Code. §551.071(Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), §551.086 (Deliberations about competitive matters), and §551.087 (Deliberation about Economic Development Matters.)*

**The City Council may enter into executive session under Texas Government Code Section 551.071 to consult and receive legal advice from its attorneys regarding the lawsuit *Ex Parte City of Magnolia*, Cause No. D-1-GN-18-006882 (201st District Court, Travis County) and *Magnolia Bible Church, et al. and Magnolia Bible Church, Magnolia's First Baptist Church, and Believers Fellowship v. City of Magnolia*, Cause No. 19-05-06606 and renumbered D-1-GN-19-00716.**

Mayor Todd Kana convened into Closed Executive Session at 7:47 p.m.

**23. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

Mayor Todd Kana adjourned the closed Executive Session and reconvened the Open Meeting at 8:07 p.m.

**MOTION: Upon a motion to instruct staff to dismiss Cause No. D-1-GN-18-006882 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**24. ADMINISTRATION - DEPARTMENT REPORTS**

**ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST**

**a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)**

Police Chief Kyle Montgomery reported the department is back to a more normal status. There were a couple of vehicles that got broken into at body shops and a couple of burglaries

of buildings with thefts of contents in safes. Chief Montgomery also noted that the safe crews appeared to be organized and professional in their behavior and ability to commit their crimes.

b. ADMINISTRATION / PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)

City Administrator Don Doering reported Phase 2 of the sewer line extension after over a year of delay is almost complete in three weeks of construction with new contractor. The wastewater treatment plant is also nearly complete and should be done by May. He also noted that with the fiscal year 42% over we have collected 79% budgeted revenue and spent 34% of our budgeted expenses.

25. **ADJOURN**

**MOTION:** Upon a motion to adjourn made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0 and the meeting was adjourned at 8:18 p.m.



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Todd Kana, Mayor

**CERTIFICATION**

I certify that this is a true and correct copy of the minutes of the meeting of the City Council meeting held on March 8, 2022.

ATTEST:

---

Kandice Garrett, City Secretary

## ORDINANCE NO. O-2022-007

**AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING ITS ZONING ORDINANCE, BY APPROVING ZONING CLASSIFICATIONS CHANGE REQUESTS WITHIN THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE APPROVED ZONING CLASSIFICATION CHANGES; PROVIDING FOR SEVERABILITY; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**Whereas**, certain property owners have requested that certain tracts listed and identified in the attached Exhibit "A" in the City of Magnolia, Montgomery County, Texas, (the "Properties"), be rezoned; and

**Whereas**, the property owners have presented applications to the City for the rezoning of the Properties; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of the public hearings and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held the required public hearings on each of the requested re-zonings; and

**Whereas**, the Planning & Zoning Commission recommended in its final reports that City Council approve each of the requested re-zonings; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for each of the requested re-zonings, the City Council held the public hearings for each of the requested re-zonings and the City Council considered each of the final reports of the Planning & Zoning Commission; and

**Whereas**, the City Council previously approved each of the requested re-zonings as shown in Exhibit "A".

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, THAT:**

**Section 1.** The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

**Section 2.** The zoning classification of each of the Properties are hereby changed as shown in the attached Exhibit "A".

**Section 3.** The Official Zoning Map of the City of Magnolia shall be revised and amended to show the approved requested re-zonings.

**Section 4.** This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Magnolia, save and except the change in zoning classifications of the Properties as identified and listed in the attached Exhibit "A".

**Section 5.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part or provision hereof declared to be invalid or unconstitutional; and the City Council of Magnolia, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 6.** City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex. Gov't. Code Ch. 551.



CITY OF MAGNOLIA, TEXAS

\_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

\_\_\_\_\_  
Kandice Garrett, City Secretary



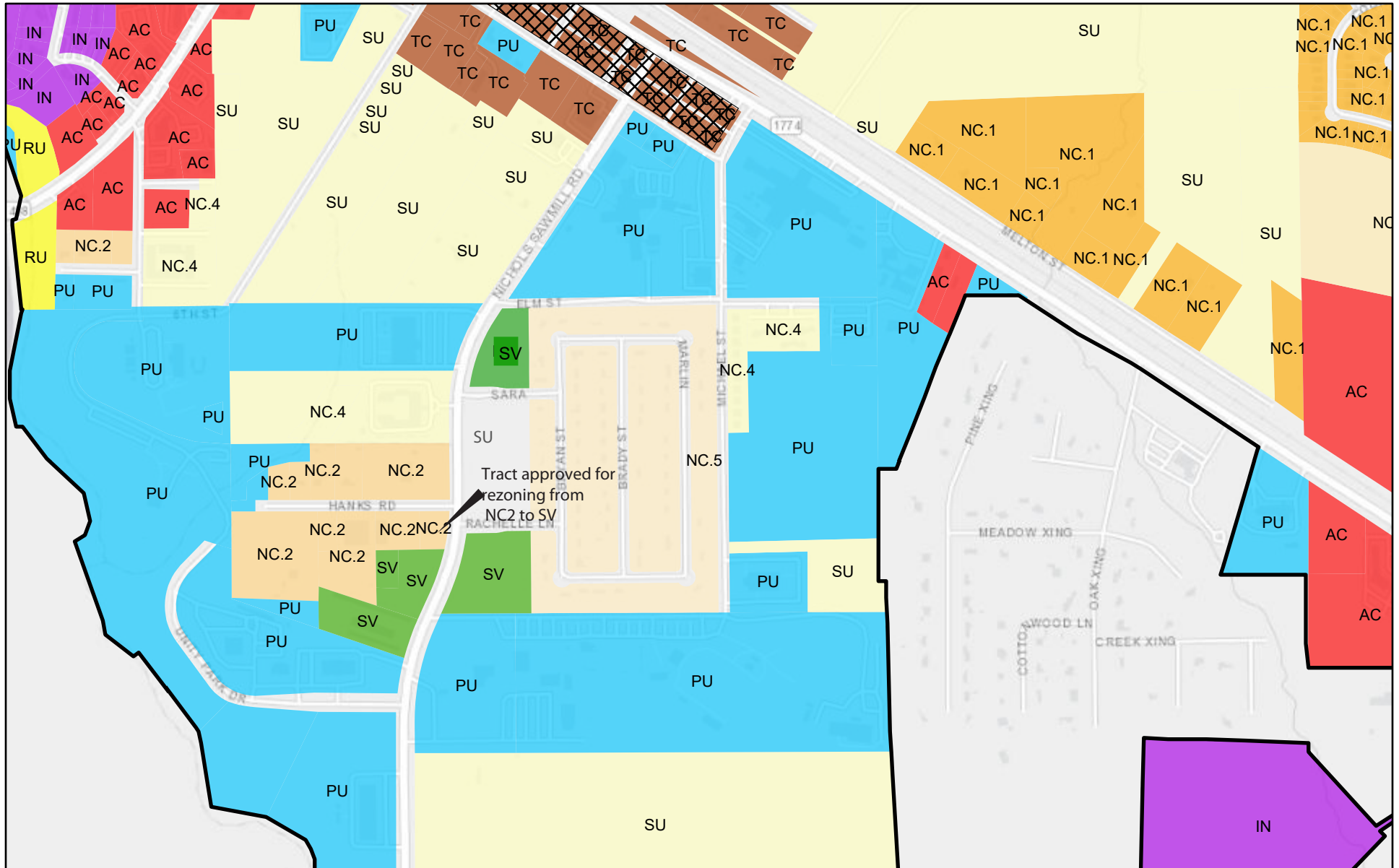
## EXHIBIT A

- Tax Parcel Account ID: 7001-00-00100. Change in zoning district from Neighborhood Conservation 2 (NC.2) to Suburban Village (SV). Montgomery County CAD Map ID – R380973.

The SM DADA Enterprises tract at 31525 Nichols Sawmill Road. Descripted as:

Being a 0.9183 acres (40,000 square feet) tract of land being Reserve "A" and the east 55.25 feet of Reserve "D" of MAGNOLIA BUSINESS CENTER, a subdivision in MONTGOMERY County, Texas according to the map or plat thereof recorded in Cabinet "Z" Sheet 656 of the Map Records of MONTGOMERY County, Texas. Situated in the Gamble Dawson Survey, Abstract Number 177, of MONTGOMERY County, Texas, and being out of and part of a called 5.640-acre tract of land, described in deed recorded in Film Code No. 33 8-10-2312, of the Real Property Records of Montgomery County, Texas.

# City of Magnolia Approved Zoning



January 28, 2022

ETJ Boundary

City Limit

Stroll Overlay District

Zoning

AC

IN

NC.1

NC.2

NC.3

NC.4

NC.5

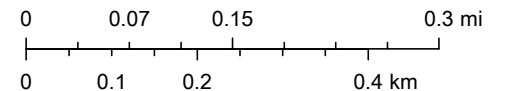
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Esri, HERE, County of Montgomery, TX, Texas Parks & Wildlife, Esri, HERE,

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## City Council Agenda Item Administration Department

**From:** Planning Consultant on behalf of the Planning & Zoning Commission

**Date requested for City Council consideration:** April 12, 2022

**Subject:**

**Proceeding:**

Degree of importance:    Critical                      X Significant                      Elective

### FINANCIAL APPROVAL

Expenditure Required: N/A

Amount Budgeted: \$0.00

Appropriation Required: \$0.00

Source of Funds: N/A

### SUMMARY/ORIGINATING CAUSE

An application by Jiffy Lube, for a final plat at 218 Smith St. was received by the City on January 10. An extension letter was received from the applicant on February 14 and an extension was granted pending a TXDOT approval letter. The City Engineer issued a Letter of No Objection for the plans on March 1 followed by a Letter of No Objection for the final plat on March 15. The Planning and Zoning Commission reviewed the plat on March 24, 2021 and recommends approval.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Additional retail service in the City limits.

### RECOMMENDATIONS

Approve final plat of Jiffy Lube, 218 Smith St., +/-0.7100 acres.

### ATTACHMENTS

Letter of Explanation

Plat

City Engineer Letter of No Objection

Z:\57105--JIFFY LUBE--MAGNOLIA\PLAT\20220214--PLAT--TFC MAGNOLIA JIFFY COMMERCIAL--57105--116317.DWG -- AWHTING -- 02/14/22

STATE OF TEXAS  
COUNTY OF MONTGOMERY

We, TFC MAGNOLIA OIL, LLC, a Utah limited liability company, acting by and through ELLIOTT B. SMITH, MANAGER, AND JONATHAN P. TAYLOR, MANAGER, being officers of TFC MAGNOLIA OIL, LLC, a Utah limited liability company, hereinafter referred to as the owner of the property subdivided in the above and foregoing map of TFC MAGNOLIA JIFFY COMMERCIAL, do hereby make subdivision of said property for and on behalf of said TFC MAGNOLIA OIL, LLC, a Utah limited liability company, according to the lines, streets, alleys, parks, building lines, and easements therein shown, and designate said subdivision as TFC MAGNOLIA JIFFY COMMERCIAL, in the G. W. LONIS SURVEY, ABSTRACT NO. 320, MONTGOMERY COUNTY, TEXAS, and on behalf of said TFC MAGNOLIA OIL, LLC, a Utah limited liability company, dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that WE, TFC MAGNOLIA OIL, LLC, a Utah limited liability company, acting by and through ELLIOTT B. SMITH, MANAGER, AND JONATHAN P. TAYLOR, MANAGER, being officers of TFC MAGNOLIA OIL, LLC, a Utah limited liability company, owners of the property subdivided in the above and foregoing map of TFC MAGNOLIA JIFFY COMMERCIAL have complied with or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners Court of Montgomery County, Texas.

FURTHER, WE, TFC MAGNOLIA OIL, LLC, a Utah limited liability company, acting by and through ELLIOTT B. SMITH, MANAGER, AND JONATHAN P. TAYLOR, MANAGER, do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of all gullies, ravines, draws, sloughs or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of construction and/or maintaining drainage work and/or structure.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Montgomery County, by Montgomery County or any citizen thereof, by injunction, as follows:

1. The drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

IN TESTIMONY WHEREOF, WE, TFC MAGNOLIA OIL, LLC, a Utah limited liability company has caused these presents to be signed by ELLIOTT B. SMITH, MANAGER, AND JONATHAN P. TAYLOR, MANAGER, thereunto authorized, and its common seal hereunto affixed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: TFC MAGNOLIA OIL, LLC, a Utah limited liability company

By: ELLIOTT B. SMITH  
MANAGER

By: JONATHAN P. TAYLOR  
MANAGER

STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared ELLIOTT B. SMITH AND JONATHAN P. TAYLOR, MANAGERS OF TFC MAGNOLIA OIL, LLC, a Utah limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_

I, Lucas G. Davis, a Registered Professional Land Surveyor, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that the elevation benchmark reflected on the face of the plat was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked with iron (or other suitable permanent metal) pipe or rods having a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Lucas G. Davis  
Registered Professional Land Surveyor  
Texas Registration No. 6599

This is to certify that the Planning and Zoning Commission of the City of Magnolia, Texas, has approved this plat and subdivision of TFC MAGNOLIA JIFFY COMMERCIAL as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signatures of the Planning and Zoning Chairperson, and the City Secretary of the City of Magnolia, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ do approve this plat to be recorded in the official record at the Montgomery County Clerk's Office.

Robert Franklin  
Planning and Zoning Chairperson

Kandice Garrett  
City Secretary

This is to certify that the City Council of the City of Magnolia, Texas, has approved this plat and subdivision of TFC MAGNOLIA JIFFY COMMERCIAL as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signatures of the Mayor, and the City Secretary of the City of Magnolia, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ do approve this plat to be recorded in the official record at the Montgomery County Clerk's Office.

Todd Kano  
Mayor

Kandice Garrett  
City Secretary

I, Mark Turnbull, Clerk of the County Court of Montgomery County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on \_\_\_\_\_, 20\_\_\_\_, at o'clock, \_\_\_\_M., and duly recorded on \_\_\_\_\_, 20\_\_\_\_, at o'clock, \_\_\_\_M., in Cabinet \_\_\_\_\_, Sheet \_\_\_\_\_, of record of \_\_\_\_\_ for said County.

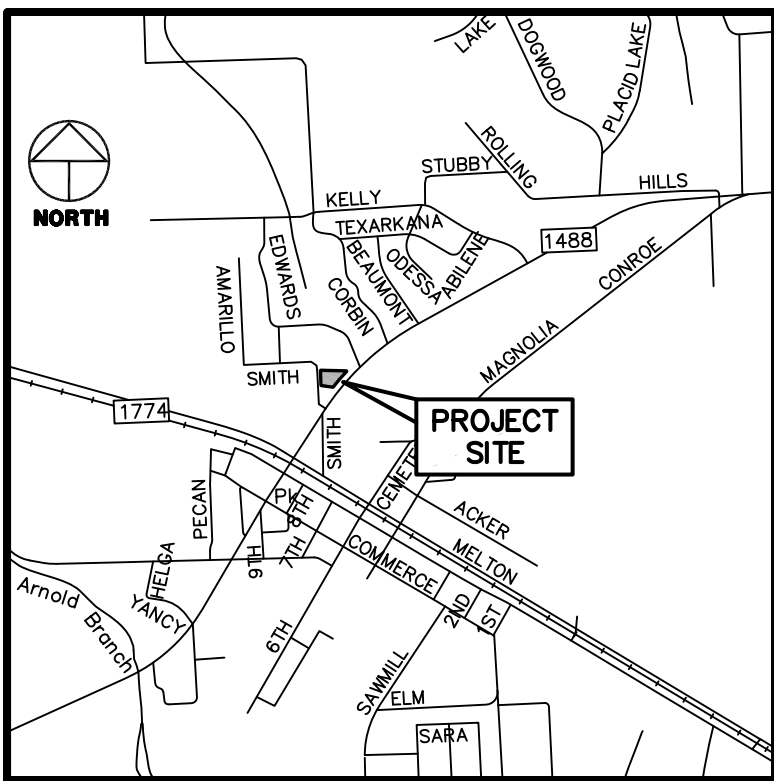
WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

Mark Turnbull, Clerk, County Clerk  
Montgomery County, Texas

By: Deputy

#### ABBREVIATIONS

FND - FOUND  
M.C.C.F. - MONTGOMERY COUNTY CLERK FILE  
M.C.D.R. - MONTGOMERY COUNTY DEED RECORDS  
M.C.M.R. - MONTGOMERY COUNTY MAP RECORDS  
IP - IRON PIPE  
IR - IRON ROD  
NO. - NUMBER  
PG. - PAGE  
R.O.W. - RIGHT-OF-WAY  
SQ. FT. - SQUARE FEET  
VOL. - VOLUME  
B.L. - BUILDING LINE  
W.L.E. - WATER LINE EASEMENT  
S.S.E. - SANITARY SEWER EASEMENT  
U.E. - UTILITY EASEMENT



CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS

**VICINITY MAP**  
SCALE: 1" = 2,000'

#### GENERAL NOTES

1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83).
2. ALL COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999979740.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR MONTGOMERY COUNTY, TEXAS, MAP NO. 483980475G, REVISED DATED AUGUST 18, 2014, THE SUBJECT TRACT APPEARS TO BE WITHIN UNSHADED ZONE 'X'. THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. SUBDIVISION BENCHMARK IS A 3" BRASS DISK IN 6" CONCRETE COLUMN STAMPED "TFC JIFFY COMM EL 283.82" SET ON THE NORTHWEST SIDE OF FM 1488, APPROXIMATELY 400' NORTH OF SMITH STREET. ELEVATION IS BASED ON STATIC OBSERVATIONS PERFORMED ON THE SITE AT THE TIME OF SURVEY THAT WAS POST PROCESSED THROUGH NCS OPUS. ELEVATION = 283.82' (NAVD 1988/91 ADJUSTED/GEIOD99)

## TFC MAGNOLIA JIFFY COMMERCIAL

A SUBDIVISION OF  
0.7100 AC. / 30,929 SQ. FT.  
SITUATED IN THE  
G.W. LONIS SURVEY, ABSTRACT NO. 320  
CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS

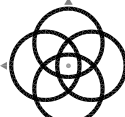
1 BLOCK 1 RESERVE

FEBRUARY 2022

Owner  
TFC MAGNOLIA OIL, LLC,  
a Utah limited liability company

6770 SOUTH 900 EAST, SUITE 300  
MIDVALE, UT 84047

Surveyor

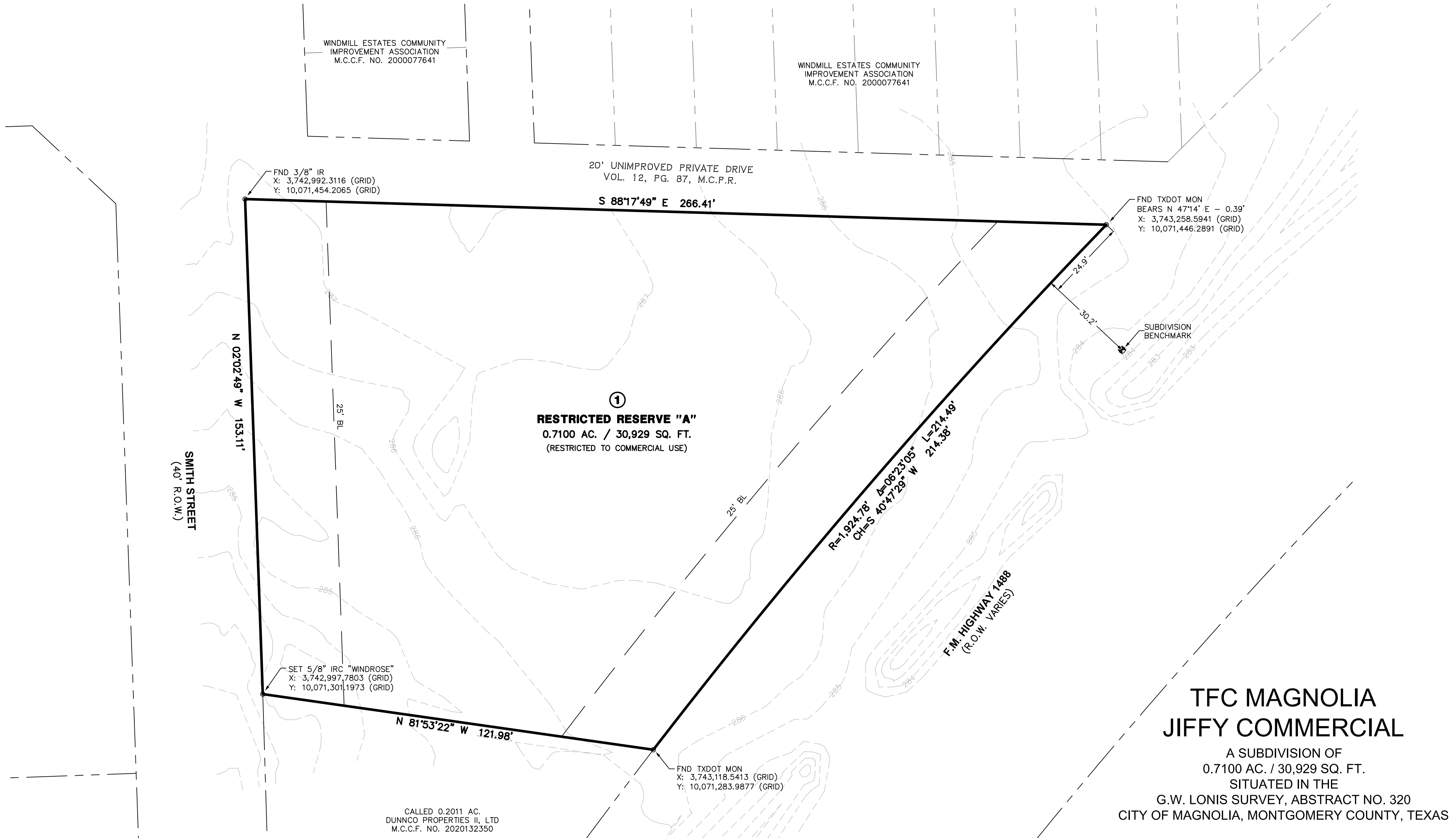


**WINDROSE**  
LAND SURVEYING & PLATTING

11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281  
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

Sheet 1 of 2

Z:\57105--JIFFY LUBE--MAGNOLIA\PLAT\20220214--PLAT--TFC MAGNOLIA JIFFY COMMERCIAL--57105--116317.DWG -- AWHTING -- 02/14/22



## TFC MAGNOLIA JIFFY COMMERCIAL

A SUBDIVISION OF  
0.7100 AC. / 30,929 SQ. FT.  
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G.W. LONIS SURVEY, ABSTRACT NO. 320  
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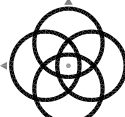
1 BLOCK 1 RESERVE

FEBRUARY 2022

Owner  
TFC MAGNOLIA OIL, LLC

6770 SOUTH 900 EAST, SUITE 300  
MIDVALE, UT 84047

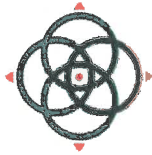
Surveyor



**WINDROSE**  
LAND SURVEYING & PLATTING

11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281  
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

Sheet 2 of 2



# WINDROSE

LAND SURVEYING | PLATTING

February 14, 2022

**Attn:**  
**Planning Department – City of Magnolia**  
**18111 Buddy Riley Blvd**  
**Magnolia, Texas 77354**

## Request for Extension

Windrose Land Services is requesting a Letter of Extension for the Final Plat submittal and approval of "TFC Magnolia Jiffy Commercial", application number: FPL-22-000, pending TXDOT approval of the proposed final construction plans which were provided by ALJ Lindsey.

If you have any questions, or need any further information, please contact the number below:

Thank you,

**AMBER WHITING**  
**PLATTING PROJECT MANAGER**  
WINDROSE LAND SURVEYING  
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082  
O: [\(713\) 458-2281](tel:7134582281) D: [\(346\) 998-4044](tel:3469984044) [WINDROSESERVICES.COM](http://WINDROSESERVICES.COM)



March 15, 2022

Mr. Don Doering  
City Administrator  
City of Magnolia  
18111 Buddy Riley Boulevard  
Magnolia, Texas 77354

**Reference: TFC Magnolia Jiffy Commercial Final Plat – Letter of No Objection  
City of Magnolia  
AEI Job No. 220563.80-001**

Dear Mr. Doering:

We received the final plat for the proposed TFC Magnolia Jiffy Commercial on March 11, 2022. On behalf of City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. Final plat shall be signed and sealed by a Professional Surveyor licensed in the State of Texas.
2. In the event that any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes prior to initiating the change.
3. Provide an electronical copy of the final recorded plat to the City Engineer when it becomes available.

Should you have any questions or require additional information, please contact the undersigned or Michael A. Kurzy, P.E. at (281) 350-7027.

Sincerely,

A handwritten signature in blue ink that reads 'Robel E. Giackero'.

Robel E. Giackero, P.E.  
Project Engineer

AEI Engineering, a Baxter & Woodman Company  
TBPELS Registration No. F-21783

XC: Ms. Tana Ross – City of Magnolia - Planning and Zoning Commission  
Mr. Burt Smith – City of Magnolia – Director of Public Works  
Mr. Michael A. Kurzy, P.E. – AEI Engineering, a Baxter & Woodman Company  
Ms. Amber Whiting – Windrose Land Services

## City Council Agenda Item Administration Department

**From:** Planning Consultant on behalf of the Planning & Zoning Commission

**Date requested for City Council consideration:** April 12, 2022

**Subject:**

**Proceeding:**

Degree of importance: ☐ Critical ☐ Significant ☒ Elective

### FINANCIAL APPROVAL

Expenditure Required: N/A

Amount Budgeted: \$0.00

Appropriation Required: \$0.00

Source of Funds: N/A

### SUMMARY/ORIGINATING CAUSE

The City has had repeated requests for freestanding banner signs from businesses and the school district, and for special events. There are no standards for freestanding banner signs in the Unified Development Code. The Planning and Zoning Commission met on March 24, 2022 and approved recommendation of the text amendment adding banners to Freestanding Temporary Signs, Sec. 6-1-4.01 of the Unified Development Code.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Sets standards for freestanding temporary banner signs.

### RECOMMENDATIONS

Approve text amendment to Sec. 6-1-4.01 adding Banners to Freestanding Temporary Signs.

### ATTACHMENTS

Text amendment.



## ORDINANCE NO. O-2022-008

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, AMENDING CHAPTER 6 OF THE UNIFIED DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR OTHER PROVISIONS.

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Magnolia, Texas has adopted a “Unified Development Code” (“UDC”) by ordinance No O-2015-018; and

**WHEREAS**, the City Council of the City of Magnolia Texas has studied the present provisions of the UDC regarding Jurisdiction and Enforcement, Design Standards and Definitions; and

**WHEREAS**, the City Council finds it necessary to amend certain sections in Chapter: (i) Chapter 6 “Signs and Lighting”; and

**WHEREAS**, the City Council hereby finds and determines that all public notification and comment procedures under Texas State Law have been followed pertaining to the proposed amendments to the UDC.

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

**Section 1.** Chapter 6 of the Unified Development Code, Sec. 6-1-4.01 Freestanding Temporary Signs is hereby amended as shown in the attached Exhibit “A” and incorporated herein for all purposes.

**Section 2.** Repealing Clause. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**Section 3.** Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**Section 4.** Compliance Clause and Effective Date. The City Council finds, determines and declares that a sufficient written notice was posted and this Ordinance was passed in accordance with the Open Meetings Act. The City Secretary is instructed



to publish this Ordinance in the Official Newspaper of the City of Magnolia in the manner provided and for the time required by Section 52.011(a) of the Local Government Code, at which time this Ordinance takes effect.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Magnolia, Montgomery County, Texas on this the 12<sup>th</sup> day of April, 2022.

CITY OF MAGNOLIA, TEXAS



---

Todd Kana, Mayor

ATTEST:

---

Kandice Garrett  
City Secretary



## UNIFIED DEVELOPMENT CODE

### Sec. 6-1-3.03 Freestanding Sign Setbacks

- A. **Generally.** *Freestanding signs* shall be set back from *property lines* and other uses as provided in this Section.
- B. **Setback from Property Lines.**
1. *Front and Side Street Setbacks.* Along *street frontages*, *signs* shall be set back from street property lines the greater of:
    - a. 10 feet; or
    - b. Two feet for each foot of *sign height*.
  2. *Side and Rear Setbacks.* Signs shall be set back from side and *rear lot lines* according to the interior side and rear setback requirements that apply to *principal buildings*.
  3. *Line of Sight/Safety Requirements.* The *Administrator* or designated appointee shall review the line of sight from a safety perspective to ensure that signs do not obstruct views from travel lanes of *public streets* in a manner that would create an unsafe condition.
- C. **Additional Setbacks from Uses.**
1. No permanent freestanding sign shall be constructed:
    - a. Within 200 feet of a public park, or a publically owned *parcel* that contains or could contain a public *building*, or public school facility;
    - b. Within 200 feet of a parcel that contains a private school;
    - c. Within 200 feet of any historical site; or
    - d. Within two times the *height* of the sign from the nearest point of entrance into any area used for residential purposes.
  2. This requirement may be waived for *development* on existing *lots* if:
    - a. The development cannot comply with the terms of the Subsection because of the existing geometry of the lot;
    - b. The existing building is set back more than 25 feet from the edge of pavement; and
    - c. The setback from the uses listed in Subsection B.1., above is as large as is practicable in order to give effect to other setback requirements of this Section.

### Division 6-1-4 Temporary Signs

#### Sec. 6-1-4.01 Freestanding Temporary Signs

- A. **Generally.** There are many forms of *temporary signs*. This Section sets out which forms of temporary signs are allowed by use and the size and *height* standards that apply to them. *Sign*



# UNIFIED DEVELOPMENT CODE

types that are not listed in **Table 6-1-4.01, Permissible Freestanding Sign Types**, are not permitted as freestanding signs.

- B. **Banners.** *Freestanding Banners* are permitted for use to inform the public of special events. Banners are permitted for use in residential and nonresidential districts provided that:
1. There is only one banner per site, or no more than one banner every 400 feet of frontage, whichever is less;
  2. The banner is firmly attached to supports to provide for safety of motorists and pedestrians;
  3. The banner complies with the standards of *Section 6-1-2.03 Prohibited Sign Locations* with the exception of fences; a temporary freestanding banner may be placed on a fence, with permission of the fence owner, to ensure line of sight/safety requirements if approved by the Administrator;
  4. The area of the banner is no larger than the sign area allowed for a monument sign, *Table 6-1-3.02 Permissible Freestanding Sign Types* for the same site.
  5. No banner is displayed for a period of more than 30 days every six months.
- C. **Setbacks.** All temporary signs shall be set back at least five feet from all property lines. Temporary signs that are not visible from public right-of-ways or abutting property are not restricted by this Section.

Table 6-1-4.01 Permissible Freestanding Sign Types								
Sign Type and Limitations	Use							
	RE, SR, SU, NC	RU	SV, AC, BP Single Site	SV, AC, PB Multi-Tenant	PU	TC, UP	IN	TS
<b>Yard Sign</b>	<b>P</b>	<b>P</b>	-	-	-	-	-	-
Number of Signs Allowed	No maximum number; see next row for maximum area							
Maximum Sign Area (per sign/total)	4 sf. / 24 sf.							
Maximum Sign Height (to top of structure)	3 ft.							
Maximum Days Signs May be Displayed	90 days							
<b>Swing Sign</b>	<b>P</b>	<b>P</b>	-	-	-	<b>P</b>	-	<b>P</b>
Number of Signs Allowed	1 per lot	1 per frontage	-			1 per business	-	1 per business
Maximum Sign Area	5 sf. (including up to 2 riders)		-			5 sf.	-	5 sf.
Maximum Sign Height	4 ft.		-			4 ft.	-	4 ft.
Maximum Days Signs May Be Displayed	9 months per year		-			9 months per year	-	6 months per year



# UNIFIED DEVELOPMENT CODE

**Table 6-1-4.01**  
**Permissible Freestanding Sign Types**

Sign Type and Limitations	Use							
	RE, SR,SU, NC	RU	SV, AC, BP Single Site	SV, AC, PB Multi-Tenant	PU	TC, UP	IN	TS
Site Sign	P	P	P	P	P	P	P	P
Number of Signs Allowed	1 per frontage							
Maximum Sign Area	12 sf.		16 sf.					12 sf.
Maximum Sign Height	5 ft.		8ft.					
Other Requirements	Not allowed on lots with existing residential uses		-					
Maximum Days Sign May Be Displayed	On <i>construction</i> sites; duration of construction; all others: 4 months per year							
Temporary Flags <sup>1</sup>	-	-	-	L	L	-	-	-
Number of Signs Allowed	-			1 per 100 feet of frontage		-		
Maximum Sign Area	-			10 sf.		-		
Maximum Sign Height	-			9 ft.		-		
Other Requirements	-			Not allowed with site signs; subject to amortization per Subsection D., below		-		
Maximum Days Sign Type May Be Displayed	-			100 days per year		-		
Table Notes:								
<sup>1</sup> Does not include flags that are flown from permanently installed flagpoles, regardless of whether the flags are lowered or changed from time to time.								

**D. Sidewalk Signs.** Sidewalk signs are permitted in areas where they are indicated with an “L” in Table 6-1-4.01, Permissible Freestanding Sign Types, if it is demonstrated that:

1. The sign is located within three feet of the *building* or the outside edge of the sidewalk; and
2. There is at least six feet of clear sidewalk area for pedestrian use;
3. The sign is located in front of the use to which it is associated.

## Sec. 6-1-4.02 Attached Temporary Signs

**A. Generally.** Attached *temporary signs* are permitted subject to the standards in this Section.

## ORDINANCE NO. O-2022-009

**AN ORDINANCE OF THE CITY COUNCIL OF MAGNOLIA, TEXAS, AMENDING ORDINANCE NO. O-2015-020 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW MIXED USE IN A SEMI-URBAN RESIDENTIAL DISTRICT (SU) FOR PROPERTY LEGALLY DESCRIBED AS GAMBLE DAWSON SURVEY ABSTRACT NO. 177 DAWSON GAMBLE, TRACT 8, 0.8857 ACRES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council, by the passage and approval of Ordinance No. O-2015-020, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

**WHEREAS**, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property ("Property") described herein; and

**WHEREAS**, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

**WHEREAS**, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements, including but not limited to those set forth in Texas Local Government Chapter 211; and Texas Government Code Chapter 551; and

**WHEREAS**, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

**WHEREAS**, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part hereof for all purposes as findings of fact.

**Section 2. Property.** The Property that is the subject to this Zoning District Reclassification is legally described as amble Dawson Survey Abstract No. 177 Dawson Gamble, Tract 8, 0.8857 Acres as shown on Exhibit "A" hereto.

**Section 3. Zoning District Reclassification.** Conditional Use Permit to allow mixed use in a Semi-Urban Residential District (SU), Zoning District Classification is hereby assigned to the Property described in section two.

**Section 4. Zoning Map Revision.** The City Administrator is hereby authorized and directed to have city staff revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

**Section 5. Repealer.** Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**Section 7. Effective Date.** This ordinance is effective upon final passage and approval.

**APPROVED BY PLANNING AND ZONING COMMISSION** on First Reading the 24<sup>th</sup> day of March, 2022.

**PASSED, APPROVED AND ADOPTED BY CITY COUNCIL** on this the 12<sup>th</sup> day of April, 2022.



CITY OF MAGNOLIA, TEXAS

\_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

\_\_\_\_\_  
Kandice Garrett  
City Secretary

## Exhibit A

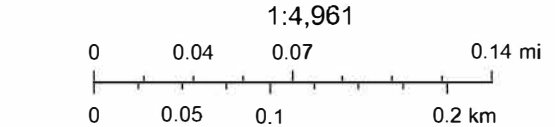
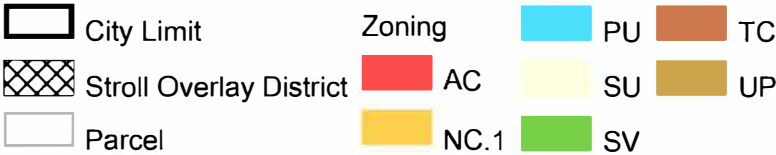
1. Property is located at 302 Acker St., Magnolia, Texas and legally describes as Gamble Dawson Survey Abstract No. 177, A0177 Dawson Gamble, Tract 8, 0.8857 Acres.



Exhibit A - 302 Acker Street



March 21, 2022



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

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Copyright 2022





# MAGNOLIA VILLAGE

380 PRESENTATION





# Phasing Site Plan

Phase I  
Phase II  
Multi Family - 300 Units







## Rendering - Proposed Anchors

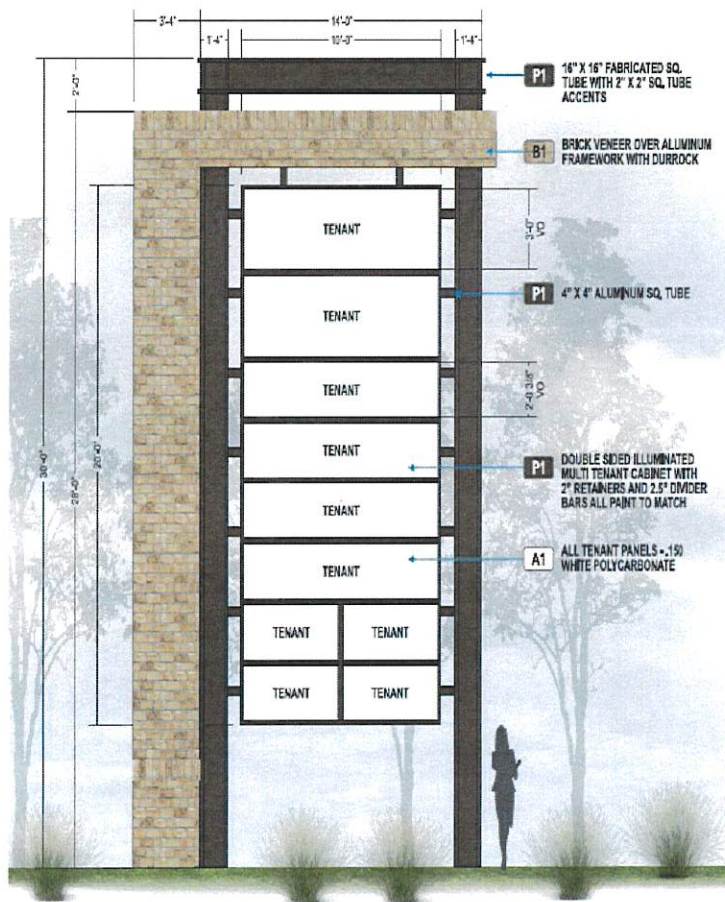




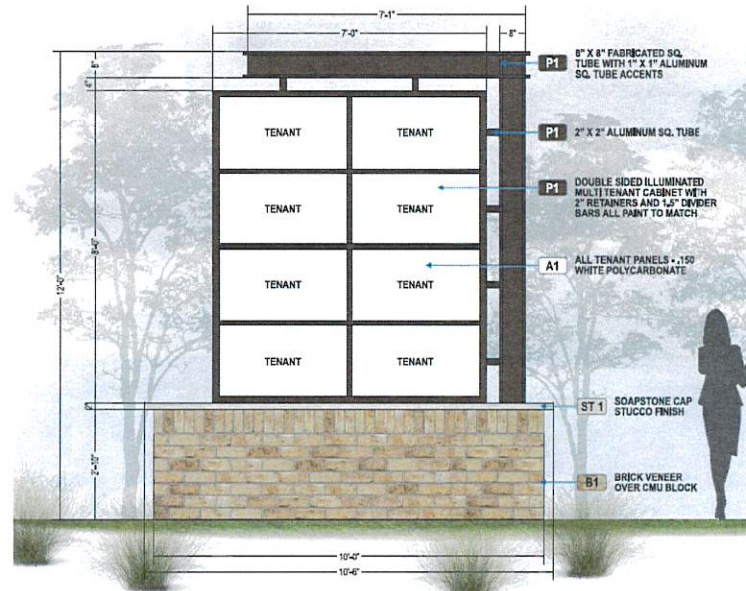


# Signage

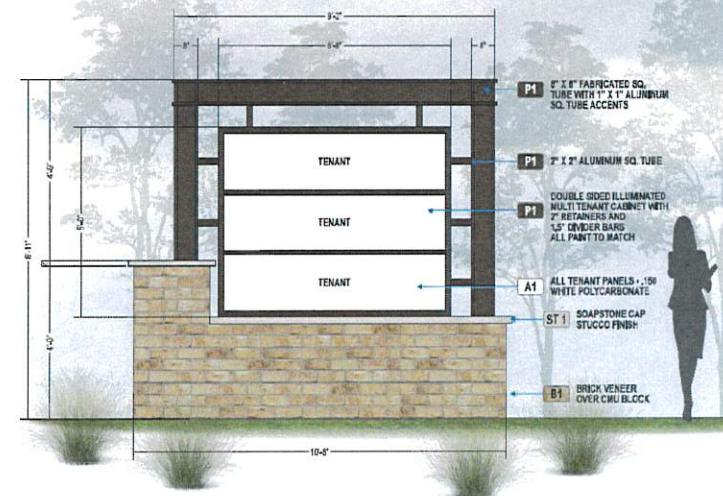
## Pylon



## Monument - Multi Tenant



## Monument - Pad Site Tenants





## Lower Heights District - Houston, Texas

### Land Area / Building Area

- Lower Heights District is a mixed-use land development at the SEC of Studemont and I-10 approximately 1.5 miles from downtown Houston. The development is a 4-part land assemblage that converts 30 acres of old industrial and manufacturing buildings to retail and multi-family uses.
- The retail shopping center component of the development is on 25 acres of the property and supports approximately 340,000 SF of gross leasable area.
- The multi-family project is on 5 acres of land and supports approximately 300 residential units.
- An additional 2 acres was conveyed to the City of Houston to extend and widen Summer Street.

### Public Infrastructure Improvements

- The public improvements required to facilitate the redevelopment of aged industrial/manufacturing buildings to a modern mixed-use retail and residential district included significant environmental remediation, extension and upsizing of public water, sanitary and stormwater lines, land dedications for new public roadway extensions, roadway widening and replacement, and median replacement with new traffic signals to manage increased traffic flow. A hike and bike trail interconnect to White Oak Bayou was also included.

### Value Creation

- At completion the coordinated project will generate an increase in assessed ad valorem value to the City of Houston of \$250,000,000. At the current city tax rate that is an increase of \$1,500,000 per year in revenue to the City.
- Based on typical retail sales required to support the rent basis for infill mixed use projects, the sales tax revenue to the City at 1% of sales is approximately \$1,750,000 per year.





## Lower Heights Districts - Aerial







## Lower Heights





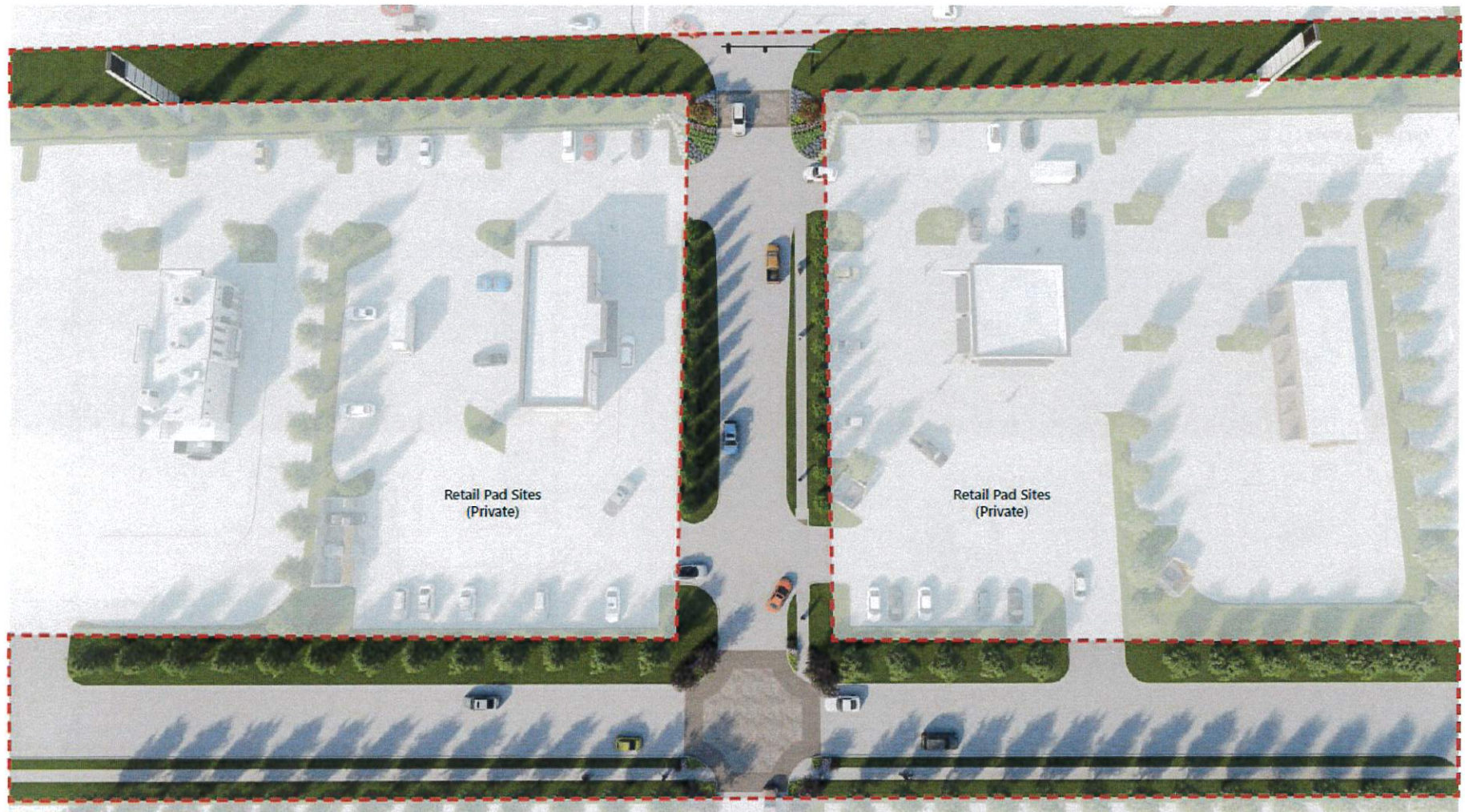
## 380 Improvements







## Public Landscape



Bird's Eye - Public Landscape





## Typical Major Intersection - South Facing



FM 1488 Frontage





## Typical Streetscape - 3D Perspective





# New Tax Revenue Projection with Phasing

2022 Construction Period		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
			Phase I + MF			Phase I + II + MF						
Delivered Property Value*			\$ 90,000,000	\$ 103,150,000	\$ 104,181,500	\$ 139,723,315	\$ 141,120,548	\$ 142,531,754	\$ 143,957,071	\$ 145,396,642	\$ 146,850,608	\$ 148,319,114
	Public Infrastructure	Private Sitework and Building Construction	\$ 525,000	\$ 650,750	\$ 670,273	\$ 1,061,381	\$ 1,093,222	\$ 1,126,019	\$ 1,159,799	\$ 1,194,593	\$ 1,230,431	\$ 1,267,344
City Retail Sales Tax Gain**	1.00%		\$ 410,920	\$ 478,248	\$ 492,595	\$ 662,873	\$ 669,502	\$ 676,197	\$ 682,959	\$ 689,788	\$ 696,686	\$ 703,653
City Ad Valorem Tax Gain	0.4259%		\$ 935,920	\$ 1,128,998	\$ 1,162,868	\$ 1,724,254	\$ 1,762,724	\$ 1,802,215	\$ 1,842,758	\$ 1,884,381	\$ 1,927,117	\$ 1,970,997
Total Revenue Increase												
Tax Sharing												
City Sales Tax allocation			\$ 525,000	\$ 650,750	\$ 670,273	\$ 1,061,381	\$ 1,093,222	\$ 1,126,019	\$ 1,159,799	\$ 1,194,593	\$ 1,230,431	\$ 1,267,344
City Property Tax allocation			\$ -	\$ -	\$ -	\$ 165,718	\$ 167,375	\$ 169,049	\$ 170,740	\$ 172,447	\$ 174,172	\$ 175,913
Developer Sales Tax allocation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Property tax allocation (100% for 3 yrs; 75% there after)			\$ 410,920	\$ 478,248	\$ 492,595	\$ 497,155	\$ 502,126	\$ 507,147	\$ 512,219	\$ 517,341	\$ 522,515	\$ 559,734
Estimated City Revenue Accumulation			\$ 525,000	\$ 1,175,750	\$ 1,846,023	\$ 3,073,121	\$ 4,333,719	\$ 5,628,787	\$ 6,959,326	\$ 8,326,366	\$ 9,730,969	\$ 11,142,231
Estimated Developer Revenue Accumulation			\$ 410,920	\$ 889,168	\$ 1,381,763	\$ 1,878,917	\$ 2,381,043	\$ 2,888,191	\$ 3,400,410	\$ 3,917,751	\$ 4,440,266	\$ 5,000,000

\* Assumes 1% annual growth rate for prior year's Ad Valorem basis

\*\* Assumes 3% annual sales tax growth rate for prior year's established sales

		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
		Phase I + II + MF									
Delivered Property Value*		\$ 149,802,306	\$ 151,300,329	\$ 152,813,332	\$ 154,341,465	\$ 155,884,880	\$ 157,443,729	\$ 159,018,166	\$ 160,608,348	\$ 162,214,431	\$ 163,836,575
		\$ 1,305,364	\$ 1,344,525	\$ 1,384,861	\$ 1,426,407	\$ 1,469,199	\$ 1,513,275	\$ 1,558,673	\$ 1,605,434	\$ 1,653,597	\$ 1,703,204
City Retail Sales Tax Gain**	1.00%	\$ 710,689	\$ 717,796	\$ 724,974	\$ 732,224	\$ 739,546	\$ 746,942	\$ 754,411	\$ 761,955	\$ 769,575	\$ 777,271
City Ad Valorem Tax Gain	0.4259%	\$ 2,016,054	\$ 2,062,322	\$ 2,109,835	\$ 2,158,631	\$ 2,208,745	\$ 2,260,217	\$ 2,313,084	\$ 2,367,389	\$ 2,423,171	\$ 2,480,475
Total Revenue Increase											
No Additional Tax Sharing with Developer											
City Sales Tax allocation		\$ 1,305,364	\$ 1,344,525	\$ 1,384,861	\$ 1,426,407	\$ 1,469,199	\$ 1,513,275	\$ 1,558,673	\$ 1,605,434	\$ 1,653,597	\$ 1,703,204
City Property Tax allocation		\$ 710,689	\$ 717,796	\$ 724,974	\$ 732,224	\$ 739,546	\$ 746,942	\$ 754,411	\$ 761,955	\$ 769,575	\$ 777,271
Estimated City Revenue Accumulation		\$ 13,158,285	\$ 15,220,607	\$ 17,330,442	\$ 19,489,073	\$ 21,697,818	\$ 23,958,035	\$ 26,271,120	\$ 28,638,508	\$ 31,061,680	\$ 33,542,155



# MAGNOLIA VILLAGE

## 380 PRESENTATION





## ORDINANCE NO. O-2022-010

**AN ORDINANCE INCLUDING THE HEREINAFTER DESCRIBED TERRITORY TO THE EXTRATERRITORIAL JURISDICTION OF CITY OF MAGNOLIA TEXAS, MONTGOMERY COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY THAT MAY APPLY WITHIN THE EXTRATERRITORIAL JURISDICTION.**

**WHEREAS**, §42.022 of the Texas Local Government Code, authorizes the expansion of extraterritorial jurisdiction of a incorporated city, subject to the laws of this state; and

**WHEREAS**, the City of Magnolia, Texas, Montgomery County received a proper petition Requesting Expansion and Extension of Extraterritorial Jurisdiction by FORESTAR (USA) REAL ESTATE GROUP, INC., ("Petition") to request land to be added to the City of Magnolia Extraterritorial Jurisdiction; and

**WHEREAS**, the City Council of the City of Magnolia, Texas by adopting this Ordinance has approved and accepted the said Petition; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code, and the laws of this state have been duly followed with respect to the following described territory, to wit:

Being a 98.58 acre tract of land situated in the John B. Richards Survey, Abstract Number 449, Montgomery County, Texas, more particularly being portion of that certain called 118.69 acre tract conveyed to Forestar (USA) Real Estate Group, Inc. by an instrument of record under Document Number 2022023061 of the Official Public Records of said Montgomery County, Texas (M.C.O.P.R.), said 98.58 acre tract being more particularly described by metes and bounds as follows (Bearings based on Texas Coordinate System, Central Zone, NAD83 (NA2011) Epoch 2010.00) AND more particularly described by metes and bounds in the Exhibit A of the attached Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction.

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

**Section 1.** Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted as findings of fact by the City Council and made a part hereof for all purposes.

**Section 2.** That the heretofore described property is hereby included in the extraterritorial jurisdiction of the City of Magnolia, Montgomery County, Texas, and that the boundary limits of the extraterritorial jurisdiction of the City of Magnolia be and the same are hereby extended to include the above described territory, and the same shall hereafter be included within the extraterritorial jurisdiction of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the extraterritorial jurisdiction of the city of Magnolia and they shall be bound by the acts, ordinances, resolutions, and regulations of said city that may apply within the extraterritorial jurisdiction.

**Section 3.** The City Secretary is hereby directed to file with the County Clerk of Montgomery County, Texas, a certified copy of this ordinance and the attached Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction.

**Section 4.** Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**Section 5.** Compliance Clause and Effective Date. The City Council finds, determines and declares that a sufficient written notice was posted, and this Ordinance was passed in accordance with the Open Meetings Act. The Effective date of this Ordinance is the date signed by the Mayor and placed in the office of the City Secretary; at which time this Ordinance takes effect.

PASSED by an affirmative vote of all members of the City Council of Magnolia, this the 12<sup>th</sup> day of April, 2022.



APPROVED:

\_\_\_\_\_  
Mayor Todd Kana

ATTEST:

\_\_\_\_\_  
City Secretary, Kandice Garrett

PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION

APR - 4 2022

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

City Secretary  
City of Magnolia, Texas

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the "Petitioner"), the owner of the property described in the exhibit attached hereto as Exhibit A and incorporated herein for all purposes (the "Property"), and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code, particularly Section 42.022, as amended, hereby petitions the Mayor and City Council of the City of Magnolia, Texas (the "City"), to expand the City's extraterritorial jurisdiction to include the Property, and would show the following:

I.

The Petitioner is the owner of title to all of the land within the Property, as shown by the tax rolls of Montgomery County, Texas, and there are no other owners, lienholders, or claimants to any legal or equitable interests in or to the Property.

II.

The Property is neither within the limits of any incorporated city, town, or village, nor within the extraterritorial jurisdiction (as such term is defined in Chapter 42 of the Texas Local Government Code) of any city, town, or village. The Property is or will be contiguous to the existing extraterritorial jurisdiction of the City.

III.

This petition and request is made pursuant to Section 42.022, Texas Local Government Code.

IV.

Whereas the Texas Legislature declared in Section 42.001, Texas Local Government Code, it to be the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

V.

The Petitioner believes that it will be in the best interests of the Petitioner and the

City, and will benefit the Property and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Property.

VI.

WHEREFORE, the Petitioner prays that this petition be granted; that the Property be added to and included within the extraterritorial jurisdiction of the City; and that this petition, if granted, be filed for record and be recorded in the Official Public Records of Montgomery County, Texas.

[EXECUTION PAGE FOLLOWS]

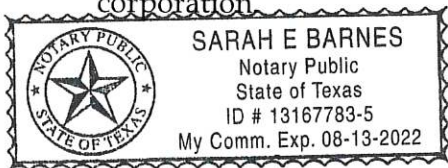
RESPECTFULLY EXECUTED this 31 day of March, 2022.

FORESTAR (USA) REAL ESTATE GROUP INC.,  
a Delaware corporation

By: Justine Kinkle  
Name: Justine Kinkle  
Title: Vice President

THE STATE OF TEXAS   §  
COUNTY OF Harris   §

This instrument was acknowledged before me on March 31, 2022, by Justine Kinkle, Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of said corporation.



(NOTARY SEAL)

Sarah E. Barnes

Notary Public, State of Texas

Attachment: **Exhibit A** - Metes and Bounds Description of the Property

After recording, return to Montgomery County Municipal Utility District No. 165, c/o Ashley Ramos, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.



**EXHIBIT A**

March 2, 2022  
Job No. LJAS001-2786-0000

**DESCRIPTION OF  
98.58 ACRES  
CITY OF MAGNOLIA ETJ ANNEXATION**

Being a 98.58 acre tract of land situated in the John B. Richards Survey, Abstract Number 449, Montgomery County, Texas, more particularly being portion of that certain called 118.69 acre tract conveyed to Forestar (USA) Real Estate Group, Inc. by an instrument of record under Document Number 2022023061 of the Official Public Records of said Montgomery County, Texas (M.C.O.P.R.), said 98.58 acre tract being more particularly described by metes and bounds as follows (Bearings based on Texas Coordinate System, Central Zone, NAD83 (NA2011) Epoch 2010.00);

BEGINNING at a 1/2-inch iron rod found marking the southwest corner of said 118.69 acre tract, common to the northwest corner of that certain called 164.94 acre tract conveyed to Forestar (USA) Real Estate Group, Inc. by an instrument of record under Document Number 2018025704, M.C.O.P.R., said point lying on the northeasterly line of that certain called 2.82 acre tract conveyed to Robert WcWhorter by an instrument of record under Document Number 2014085010, M.C.O.P.R., same being the northeasterly line of Lot 1, Block Two, as shown on Mill Creek Landing, Section One, a subdivision of record under Cabinet C, Sheets 47A.001 to 47A.002 of the Map Records of said Montgomery County, Texas (M.C.M.R.);

Thence, North 47° 49' 59" West, along the southwesterly line of said 118.69 acre tract, common to the northeasterly line of said 2.82 acre tract and said Lot 1, Block Two, 204.22 feet to an axle found for a west corner of said 118.69 acre tract, common to the north corner of said 2.82 acre tract and said Lot 1, Block Two, said point lying on the east right-of-way line of North Mill Drive (60' wide), as shown on said Mill Creek Landing, Section One;

Thence, North 02° 37' 07" West, along the west line of said 118.69 acre tract, common to the east right-of-way line of said North Mill Drive, 116.80 feet to a 3/4-inch iron rod found for the southwest corner of the certain called 75.69 acre tract conveyed to Mike H. Garner by an

instrument of record under Document Number 2005-072134 of the Official Public Records of Real Property of said Montgomery County, Texas (M.C.O.P.R.R.P.);

Thence, North 87° 09' 41" East, departing said common line, along a south line of said 75.69 acre tract and an westerly line of said 118.69 acre tract, 60.00 feet to a 5/8-inch iron rod with cap stamped, "LJA SURVEY" previously set for a southerly corner of said 75.69 acre tract and an interior corner of said 118.69 acre tract;

Thence, North 02° 51' 09" West, along the common line of said 75.69 acre tract and said 118.69 acre tract, 1,998.58 feet to a 1/2-inch rod found for an interior corner of said 75.69 acre tract and northwest corner of said 118.69 acre tract;

Thence, North 87° 16' 26" East, continuing along said common line, 2,043.81 feet to a 5/8-inch iron rod found for the northwest corner of that certain called 16.492 acre tract conveyed to Mike H. Garner by an instrument of record under Document Number 2007-087796, M.C.O.P.R.R.P., same being the northeast corner of said 118.69 acre tract;

Thence, South 02° 32' 34" East, departing an interior line of said 75.69 acre tract, along the west line of said 16.492 acre tract and easterly line of said 118.69 acre tract, 1,011.55 feet to a 5/8-inch iron rod with cap stamped, "LJA SURVEY" previously set for the southwest corner of said 16.492 acre tract and an interior corner of said 118.69 acre tract;

Thence, North 87° 17' 58" East, along the south line of said 16.492-acre tract and an easterly line of said 118.69 acre tract, a distance of 674.44 feet to a 5/8-inch iron rod with cap stamped, "LJA SURVEY" previously set for the most easterly northeast corner of said 118.69 acre tract;

Thence, South 02° 42' 02" East, departing the south line of said 16.492 acre tract and along the easterly line of said 118.69 acre tract, 204.87 feet to a point for corner;

Thence, South 87° 27' 58" West, continuing along the easterly line of said 118.69 acre tract 46.70 feet to a point for corner;

Thence, South 19° 13' 54" West, continuing along the easterly line of said 118.69 acre tract, 361.510 feet to a point for corner, the beginning of a curve;

Thence, departing the easterly line of said 118.69 acre tract, 2,141.14 feet along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, a central angle of 46° 28' 09", and a chord which bears South 67° 23' 52" West, 2,082.94 feet to a point for corner, said point lying on the north line of aforesaid 164.94-acre tract common with the south line of said 118.69-acre tract;

Thence, South 87° 19' 11" West, along said common line, 485.33 feet to the **POINT OF BEGINNING** and containing 98.58 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

---

Cameron S. Lowe, RPLS, PLS  
Texas Registration No. 6713  
LJA Surveying, Inc.



**ORDINANCE NO. O-2022-011**

**AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING ARTICLE IV OF CHAPTER 94 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF MAGNOLIA, TEXAS; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND MAKING OTHER PROVISION RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Magnolia, Texas has studied the present provisions of Chapter 94 “Utilities” of the Code of Ordinances of the City of Magnolia; and

**WHEREAS**, the City Council is continually reviewing the provisions of the Code of Ordinances relating to the elimination of hazards and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants;

**WHEREAS**, the City Council finds it has the power to regulate it municipal water system pursuant to chapter 552 of the Texas Local Government Code and the Texas Administrative Code, Title 30, Chapter 290; and

**WHEREAS**, the City Council finds it necessary to adopt the following amendments to Chapter 94 of the Code of Ordinances; and

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

**Section 1.** Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted as findings of fact and conclusions of law by the City Council and made a part hereof for all purposes.

**Section 2.** Amendments. Article IV, of Chapter 94 entitled “Water” of the City of Magnolia Code of Ordinances is hereby amended by amending Division 1. “Generally” by adding a new section 94-126 as shown in attached Exhibit “A” and incorporated herein for all purposes.

**Section 3.** Repealing Clause. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.



**Section 4.** Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**Section 5.** Compliance Clause and Effective Date. The City Council finds, determines and declares that a sufficient written notice was posted, and this Ordinance was passed in accordance with the Open Meetings Act. The City Secretary is instructed to publish this Ordinance in the Official Newspaper of the City of Magnolia in the manner provided and for the time required by Section 52.011(a) of the Local Government Code, at which time this Ordinance takes effect.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Magnolia, Montgomery County, Texas on this the 12<sup>th</sup> day of April, 2022.

CITY OF MAGNOLIA, TEXAS



\_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

\_\_\_\_\_  
Kandice Garrett  
City Secretary

## **EXHIBIT “A”**

### **CHAPTER 94**

#### **“UTILITIES”**

#### **ARTICLE IV. – WATER**

#### **DIVISION 1. – GENERALLY**

##### **Sec. 94-126. Wellhead protection.**

(a) The following requirements have been adopted to prevent pollution of water pumped from the wellheads of city-owned wells, as set out below:

(1) It shall be unlawful for any person to construct a tile or concrete sanitary sewer, sewer appurtenance, septic tank, storm sewer, or cemetery within 50 feet of a city water well. With respect to sanitary or storm sewers, it is an affirmative defense to prosecution under this item (1) that the sanitary or storm sewer is located ten feet or more from the city water well, is constructed of ductile iron or PVC pipe that meets American Water Works Association standards, has a minimum working pressure of 150 psi or greater, and is equipped with pressure type joints.

(2) It shall be unlawful for any person to allow livestock in pastures within 50 feet of a city water well.

(3) It shall be unlawful for any person to construct an on-site sewage facility tank perforated drain field, tank absorption bed, or tank evapotranspiration bed, or to construct a petroleum or chemical storage tank or liquid transmission pipeline within 150 feet of a city water well.

(4) It shall be unlawful for any person to irrigate an area within 150 feet of a city water well with spray from an on-site sewage facility.

(5) It shall be unlawful for any person to construct a water well within 150 feet of a city water well unless the well complies with all applicable state regulations.

(6) It shall be unlawful for any person to construct a sewage wet well or sewage pumping station within 300 feet of a city water well.

(7) It shall be unlawful for any person to construct a drainage ditch for industrial waste or sewage treatment waste within 300 feet of a city water well.

(8) It shall be unlawful for any person to construct a sewage treatment plant, animal feed lot, or solid waste disposal site within 500 feet of a city water well.

(9) It shall be unlawful for any person to apply sludge or effluent from a septic tank or sewage treatment plant on land within 500 feet of a city water well.

(10) It shall be unlawful for any person to drill an oil or gas well, including an injection well for recovery of oil or gas, within 500 feet of a city water well.

(b) The department shall investigate existing facilities whether located within or without the distance requirements of subsection (a) and determine if those facilities are a pollution hazard to city well water. The department shall recommend acquisition of such

facilities in the event the department determines that the facilities are a pollution hazard to city well water and the owner refuses to take action necessary to abate the pollution hazard.

(c) Any person who violates any provision of this section shall be guilty of an offense and upon conviction thereof shall be subject to a fine of not less than \$500.00 nor more than \$2,000.00 for each violation. Each day in which a violation occurs shall constitute a separate offense. In addition to criminal prosecution, the legal department may seek appropriate judicial remedies to protect city ground water from contamination.

**Sec. 94-127. Reserved.**

# Larry Young Paving, Inc.

P.O. Box 11779  
College Station, Texas 77842.  
(P)(979) 823-4888  
(F) (979) 823-4884

## Proposal


Date: April 5th 2022

TO: City of Magnolia

Project: Commerce Street

**We propose to furnish all labor, materials and equipment to do the following:**

Job Description	Quantity	UOM	Unit Price	Amount
1. 2" type D asphalt	2012	sy	\$ 20.50	\$ 41,246.00
2. install 3 " base on one half of the roadway	1000	sy	\$ 16.25	\$ 16,250.00
3. cement stabilize one half of the roadway	1000	sy	\$ 19.50	\$ 19,500.00
<i>* If tax exempt please provide tax certificate.</i>			SubTotal	\$ 76,996.00
			Tax	
			New Total	\$76,996.00

<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  Date of Acceptance_____ Authorized Signature_____	<b>NOTE:</b> This proposal may be withdrawn by Larry Young Paving, Inc if not accepted within ONE (1) Month.  Larry Young Paving Inc. Contracting Officer_____Matthew Young  LARRY YOUNG PAVING INC.
---	--





**B. D. GRIFFIN**  
County Attorney  
Montgomery County

501 N. Thompson  
Suite # 300  
Conroe, Texas 77301

936/539-7828  
Fax 936/760-6920

September 9, 2020

*Via USPS Regular Mail*

City of Magnolia  
Attn: Don Doering, City Administrator  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354

RE: Interlocal Agreement between Montgomery County, Texas and City of Magnolia

Dear Mr. Doering:

Enclosed is the fully executed Interlocal Agreement between Montgomery County, Texas and City of Magnolia related to the repair and maintenance of public roads.

Very truly yours,

  
Michelle R. Hebert  
Paralegal – Civil Division

Enclosure

AUG 11 2020

**INTERLOCAL AGREEMENT****THE STATE OF TEXAS           §****COUNTY OF MONTGOMERY   §**

This Agreement ("Agreement") is made and entered into by and between MONTGOMERY COUNTY, TEXAS, hereinafter referred to as "County," a political subdivision of the State of Texas acting herein by and through its County Judge and County Commissioners, and the CITY OF MAGNOLIA ("City") a body corporate and politic, organized under the General Laws of the State of Texas, acting herein by and through its City Council; hereafter called collectively ("Parties");

**RECITALS**

**WHEREAS**, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code which authorizes interlocal cooperation contracts between governmental entities for the purchase of goods and services;

**WHEREAS**, County and City have determined it would serve a public purpose and be in the best interest of the County and the City, and to the inhabitants thereof, that provisions be made for the repair and maintenance of public roads (hereinafter called "Project(s)"); and

**WHEREAS**, City is willing to reimburse the County for all costs and expenses associated with such Projects.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations and undertakings herein set forth, it is agreed as follows:

- 1) City may request Precinct Commissioner to perform a project ("Project") within the scope of this Agreement. Each such request shall be in writing and be directed to the Precinct to determine if they want to participate in Project.
- 2) If the Precinct desires to proceed with Project, Precinct will review information provided by City and determine the estimated costs ("Estimate") to complete the Project. This Estimate will be returned to City for review and approval of Resolution and Order by the city council. Upon approval by the City of a Resolution and Order, that Order and the Estimate shall be returned to the Precinct and the Precinct will submit for consideration to the Montgomery County Commissioners Court to approve an Order Consenting to Street Repair and Maintenance by Montgomery County. (See Exhibit "A").
- 3) Nothing herein shall be deemed to require the Precinct or the County to consent to the performance of any work under this Agreement.
- 4) City hereby agrees that prior to submission to Montgomery County Commissioners Court, City shall confirm funds are available from its budget for the current fiscal year

and City further agrees that notwithstanding any Estimate provided, County shall be entitled to payment of all actual costs, including labor, materials, and equipment, incurred in the performance of work completed relating to Project, however in no event shall the actual costs be increased more than 25% of the Estimate without City approval.

- 5) Upon completion of Project, County shall provide City a statement of costs incurred for any work performed. City shall remit to County payment of such costs within thirty (30) days of receipt of the aforementioned statement.
- 6) This Agreement will be effective as of the date of the execution by the County and its term shall be one (1) year after the date hereof and shall be automatically renew and be deemed renewed annually until such time as either party provides thirty (30) days written notice of intent to terminate. Termination may only occur during periods of time when no Projects are currently underway and all outstanding payments for any Projects have been paid in full to County.
- 7) At no time will County obtain or provide any right of way for any Project(s). County will only maintain and repair roadway of existing footprint.
- 8) County shall have the right and authority to block streets and roadways, park equipment on rights of way and to do all things reasonably necessary to perform maintenance, repairs for any Project(s). County agrees to notify the City police department not less than 72 hours in advance of any street closures.
- 9) County shall not be liable for any delay in Projects. City understands and agrees that County shall perform such work on Project(s) only after, and subject to, County's fulfillment of its commitments and priorities on other county projects. Work will be conducted at the sole discretion of the Precinct.
- 10) Parties agree that, by entering into this Agreement, no intent exists to waive any claims or defenses including sovereign immunity or limitations of liability. **TO THE EXTENT PERMITTED BY LAW, CITY SHALL INDEMNIFY AND HOLD COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS OF PERSONAL INJURY, LOSS, OR PROPERTY DAMAGE SUFFERED BY ANY PARTY, INCLUDING ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, OCCASIONED BY, OR RELATED TO ANY ACT, OMISSION, OR COMMISSION BY CITY DURING THE TERM AND PERFORMANCE OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, COUNTY SHALL INDEMNIFY AND HOLD CITY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS OF PERSONAL INJURY, LOSS, OR PROPERTY DAMAGE SUFFERED BY ANY PARTY, INCLUDING ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, OCCASIONED BY, OR RELATED TO ANY ACT, OMISSION, OR COMMISSION BY COUNTY DURING THE TERM AND PERFORMANCE OF THIS AGREEMENT.**

11) Nothing in this Agreement shall alter or change the legal responsibility under existing law for maintenance and repairs from a party, nor will this Agreement cause County to incur any additional responsibility other than what responsibility it would have without this Agreement.

12) All notices, requests, demands and other communications under this Agreement shall be given by either United States First Class mail or by hand delivery addressed as follows:

If to City:                      City of Magnolia  
   Attn: Don Doering, City Administrator  
   18111 Buddy Riley Blvd.  
   Magnolia, Texas 77354  
   Tel:    (281) 356-2266  
   Fax:    (281) 259-7811

If to the County:                Montgomery County, Precinct 2  
   19110 Unity Park Drive  
   Magnolia, TX 77355  
   Tel:    (281) 259-6492  
   Fax:    (936) 760-6954

With Copy to:                    Montgomery County Attorney's Office  
   501 N Thompson St., Suite 300  
   Conroe, TX 77301

13) This Agreement constitutes the entire agreement between the Parties. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

14) This Agreement shall be for the sole and exclusive benefit of City and the County and shall not be construed to confer any benefit or right upon any other party, including any landowner or resident of City or the County.

15) The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement.

16) This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Montgomery County, Texas.

17) This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it



has been authorized and approved by the governing bodies of all parties, as evidenced by the signature of the appropriate authority.

PASSED AND APPROVED this \_\_\_\_ day of AUG 11 2020, 2020.

MONTGOMERY COUNTY, TEXAS

  
MARK J. KEOUGH, COUNTY JUDGE

  
MIKE MEADOR, COMMISSIONER, PCT. 1

  
CHARLIE RILEY, COMMISSIONER, PCT. 2

  
JAMES NOACK, COMMISSIONER, PCT. 3

  
JAMES METTS, COMMISSIONER, PCT. 4

ATTEST:

  
MARK TURNBULL, COUNTY CLERK

PASSED AND APPROVED this 14th day of July, 2020.


CITY OF MAGNOLIA

  
TODD KANA, MAYOR

ATTEST:

Printed:

Title:

  
Don Doering  
City Administrator

**ORDER CONSENTING TO STREET REPAIR AND  
MAINTENANCE BY MONTGOMERY COUNTY**

THE STATE OF TEXAS                    §

COUNTY OF MONTGOMERY           §

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at a duly posted and called meeting of the Commissioners Court of Montgomery County, Texas, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, duly put and carried:

**WHEREAS**, pursuant to that certain Interlocal Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City of Magnolia, hereinafter referred to as "City, " County did agree to perform certain street maintenance and repairs pursuant to the terms of such Agreement; and

**WHEREAS**, City has made written request to County for the performance of certain work pursuant to such Agreement (see attached request Exhibit "A"); and

**WHEREAS**, the County finds the proposed Project(s) would serve a public purpose and be in the best interest of the County and the City, and to the inhabitants thereof.

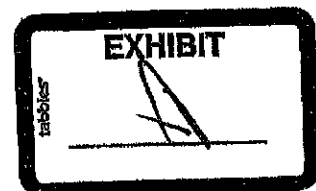
**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS:**

The County shall perform the following work requested by City:

Location	Nature of Work	Est. Amount
		\$

IT IS FURTHER ORDERED that County be compensated by City for the performance of such work as provided in such above-referenced Agreement, the estimate cost of such work as shown above and in the attached Exhibit "A". Notwithstanding such estimated cost, nothing herein shall be deemed to waive County's right for payment of all actual costs incurred in the performance of the work.

*(continued on next page ...)*



**MONTGOMERY COUNTY, TEXAS**

Mark J Keough, County Judge

Mike Meador, Commissioner Pct. 1

Charlie Riley, Commissioner Pct. 2

James Noack, Commissioner Pct. 3

James Metts, Commissioner Pct. 4

Attest:

Mark Turnbull, County Clerk

## RESOLUTION NO. R-2022-016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING MAYOR TODD KANA TO ACT ON BEHALF OF THE CITY OF MAGNOLIA IN ALL MATTERS RELATING TO THE LOAN AGREEMENT.**

\* \* \* \* \*

**WHEREAS**, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

**WHEREAS**, the City of Magnolia (the "City") deems it proper and in the best interest of the District to execute a loan agreement from the State Infrastructure Bank in the amount of Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and 50/100 Cents (\$2,803,157.50), such funds to be used for the costs of utility relocation in regards to a Texas Department of Transportation project to widen FM 1488, in the City of Magnolia, Montgomery County, Texas; and

**WHEREAS**, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL (the "Council") OF THE CITY OF MAGNOLIA, TEXAS:**

**Section 1.** That the Council hereby accepts the State Infrastructure Bank loan agreement in its current substantially final form in order to secure receipt of funds in the amount of Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and 50/100 Cents (\$2,803,157.50), to be fully repaid over a period not over fifteen (15) years term to be used for the purpose of utility relocation necessary because of TxDOT project identified as CSJ # 0523-09-009 ("Project") to widen FM 1488 in the City of Magnolia, Montgomery County, Texas.

**Section 2.** That the Council hereby authorizes Todd Kana, Mayor of the City of Magnolia, to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

**Section 3.** That the City further authorizes its Mayor, including the City's Attorney, to take all actions necessary to finalize and submit the State Infrastructure Bank loan agreement, together with all required documentation, to the Texas Department of Transportation for consideration and approval.



**Section 4.** That the State Infrastructure Bank loan agreement finally executed will be in a form substantially similar to that which is attached hereto as Exhibit "A" and made apart hereof for all purposes.

PASSED AND APPROVED the 12<sup>th</sup> day of April, 2022.



THE CITY OF MAGNOLIA

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Todd Kana, Mayor

ATTEST:

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Kandice Garrett  
City Secretary

THE STATE OF TEXAS   §  
COUNTY OF TRAVIS    §

**STATE INFRASTRUCTURE BANK  
LOAN AGREEMENT**

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of Magnolia (Borrower), a political subdivision of the State of Texas, located in Montgomery County, Texas.

**WITNESSETH**

**WHEREAS**, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

**WHEREAS**, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

**WHEREAS**, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

**WHEREAS**, the Department is developing a project in Montgomery County, Texas to widen FM 1488, identified as CSJ # 0523-09-009 (Project). The Borrower is contributing \$2,803,157.50 to the Department for funding participation in the costs of utility relocation necessary for the Project pursuant to an Advance Funding Agreement for Voluntary Utility Relocation Contribution on State Highway Improvement Projects dated June 29, 2021, attached hereto as **Exhibit E**; and

**WHEREAS**, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's portion of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

**WHEREAS**, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$2,803,157.50) from the SIB to pay for Borrower's contribution to the Department for the Project; and

**WHEREAS**, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Project is consistent with the Statewide Long-Range Transportation Plan; (2) the Project is in a Clean Air Act non-attainment area and will be consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the applicable metropolitan planning organization, and with the State Implementation Plan; (3) the Project will improve the efficiency of the State's transportation systems; (4) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (5) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

**WHEREAS**, in accordance with 43 TAC §6.32(d)(1), a study of the social, economic, and environmental impact of the Project, consistent with the National Environmental Policy Act (42 U.S.C. §4321 et seq.), and Title 23, U.S.C. §109(h), and in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Finding of No Significant Impact by the Department on July 2, 2008; and

**WHEREAS**, the Borrower passed Resolution No. R-2021-021 on August 10, 2021, authorizing the SIB loan application in the amount of up to Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$2,803,157.50). The above-referenced resolution is attached hereto as **Exhibit A**; and

**WHEREAS**, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

**WHEREAS**, the Texas Transportation Commission, in Minute Order No. 116183 dated January 27, 2022, attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to Two Million Eight Hundred Three Thousand One Hundred Fifty-Eight Dollars (\$2,803,158) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's contribution to the Department for the Project; and

**WHEREAS**, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's Mayor to enter into this Agreement for a loan in the amount of Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$2,803,157.50), attached hereto as **Exhibit C**; and

**WHEREAS**, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

**WHEREAS**, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

**WHEREAS**, the Borrower will repay the loan with funds other than federal funds.

**NOW, THEREFORE**, the Department and the Borrower agree as follows:

## **A G R E E M E N T**

### **Article 1. Financial Assistance.**

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$2,803,157.50) from the SIB (SIB Loan) to finance the actual costs of the Borrower's contribution to the Department for the Project.

B. SIB Loan Disbursement. On March 15, 2022 (Deposit Date), the Department will transfer the amount of Two Million Eight Hundred Three Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$2,803,157.50) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Woodforest National Bank, located in Magnolia, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's contribution to the Department for the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Utility Revenues.

(A) Definitions: For all purposes of this Agreement, the following definitions shall apply:

"Gross Revenues" – All income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of money in any special funds or accounts created and established for the payment and security of obligations payable solely from and secured by a lien on and pledge of the Net Revenues.



“Operating and Maintenance Expenses” – All current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Borrower, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the Borrower and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, electric power, and energy or natural gas (in the event of the acquisition of a gas distribution system) or the treatment of sewage and other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

“Net Revenues” – Gross Revenues of the System, with respect to any period, after deducting the Operating and Maintenance Expenses during such period.

“Utility System” or “System” – All properties, facilities and plants currently owned, operated, and maintained by the Borrower for the supply, treatment, and transmission of treated utility services, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term “Utility System” or “System” shall not mean to include facilities of any kind which are declared not to be a part of the System and which are hereafter acquired or constructed by or on behalf of the Borrower with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the Borrower which are payable from and secured by other liens on and pledges of special contract revenues or payments received from any other legal entity in connection with such facilities.

(B) Pledge of Utility System Net Revenues: The Borrower hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of amounts due to the Department from the Borrower under this Agreement. The pledge of Net Revenues granted by the Borrower shall be perfected in accordance with Chapter 9 or Chapter 261, Texas Business and Commerce Code. In order to preserve to the State the perfection of the security interest in said pledge, the Borrower agrees to make all Uniform Commercial Code filings necessary to perfect the Department’s security interest in the Borrower’s pledge of Net Revenues under Texas law, and to comply with the applicable provisions of Chapter 9 and Chapter 261, Texas Business and Commerce Code.

The Borrower covenants and agrees that Net Revenues will be used first to satisfy the Borrower’s payment obligations to the Department under this Agreement, before using Net Revenues for any other purpose.

(C) Rates and Charges: The Borrower hereby agrees, while this Agreement is outstanding, to establish and maintain rates and charges for facilities and services afforded by the Utility System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce in each fiscal year:

(i) Gross Revenues to pay Operating and Maintenance Expenses;  
and

(ii) Net Revenues sufficient to make the payments due to the Department under this Agreement and to pay all other indebtedness payable from and/or secured by a lien on the properties or revenues of the Utility System.

(D) Special Covenants: The Borrower further covenants and agrees as follows:

(i) It has the lawful power to pledge the Net Revenues to the payments due to the Department under this Agreement as provided herein, and has lawfully exercised such power under the laws of the State of Texas;

(ii) The Borrower shall set utility fees at rates needed to produce Utility System revenues sufficient to make payments on the SIB Loan when due;

(iii) To the extent that it legally may and while this Agreement is outstanding, no franchise shall be granted for the installation or operation of any competing electric light and power, water, or wastewater system other than those owned by the Borrower;

(iv) The pledge of Net Revenues to secure repayment of the SIB Loan is in compliance, and will not conflict with, any existing contract or other obligation secured by or payable from Utility System revenues; and

(v) The Borrower may not sell or otherwise transfer all or a significant portion of the Utility System without providing for payment of the SIB Loan in full on or prior to such sale or transfer.

(2) Reserve Fund.

The Borrower shall maintain a fund at the Borrower's depository bank separate from all other funds and accounts for payment of the SIB Loan in the event of failure by the Borrower to make the required SIB Loan repayments on the required dates ("Reserve Fund"). As of the Deposit Date, the Borrower shall initiate Annual deposits in the Reserve Fund from available funds of the Borrower, commencing on or before the first day of the month following the Deposit Date (from operating revenues and/or from earnings on investments in the Reserve Fund) an amount not less than Seventy Thousand Dollars (\$70,000) until the Reserve Fund contains at least Two Hundred Ten Thousand Dollars (\$210,000) ("Required Reserve").

The Reserve Fund shall be maintained separately from any other reserve fund, and the Required Reserve shall not be affected by the issuance of additional debt in accordance with the provisions of this Agreement. The Reserve Fund shall be used to pay the principal of or interest on the SIB Loan at any time when there is not sufficient money available for such purpose.

For the purpose of determining the amount on deposit to the credit of the Reserve Fund, investments in which money in such account shall have been invested shall be computed at the market value of such investment. The amount on deposit to the credit of the Reserve Fund shall be computed by the Borrower at least annually, and shall be computed immediately upon any withdrawal from the Reserve Fund.

When and so long as the money and investments in the Reserve Fund total at least the amount of the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (other than during the initial build-up period permitted in the first paragraph of this Section), the Borrower covenants and agrees to cure the deficiency in the required Reserve Fund within twelve (12) months from the date the deficiency in funds occurred. No investment of moneys held in the Reserve Fund shall have a maturity of greater than five years.

(3) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than fifteen (15) years, with a final maturity date of August 1, 2036, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 1, 2022, and on each August 1 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall not bear interest from the Deposit Date as shown on **Exhibit D** until January 1, 2023. Beginning January 1, 2023, the SIB loan shall bear interest at the rate of 1.47% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 1, 2023, and on each February 1 and August 1 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in

accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.



J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

## **Article 2. Use of SIB Loan for Project Costs**

The Department is developing the Project. The Borrower is responsible to fund its share of the costs of relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such utility relocation necessary for the construction of the Project.

## **Article 3. Project Responsibilities for Federally-Funded Projects**

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. All plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the “Standard Specifications”), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

D. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

E. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor’s Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

#### **Article 4. Project Accounting; Filing of Reports; Retention of Records**

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's contribution to the Department for the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention

period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

#### **Article 5. Default**

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

#### **Article 6. Borrower Solely Responsible**

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

#### **Article 7. Termination**

This Agreement may be terminated upon the occurrence of any of the following conditions:

- A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;
- B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;
- C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and
- D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

#### **Article 8. Notices**

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

<b>Texas Transportation Commission:</b> Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11 <sup>th</sup> Street Austin, TX 78701-2483 TexasSIB@txdot.gov	<b>Borrower:</b> City of Magnolia Attn: City Administrator 18111 Buddy Riley Blvd ddoering@cityofmagnolia.com
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All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

#### **Article 9. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any

respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

#### **Article 10. Written Amendments**

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

#### **Article 11. Successors and Assigns**

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

#### **Article 12. Relationship of the Parties**

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

#### **Article 13. Interpretation**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

#### **Article 14. Signatory Authority**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

#### **Article 15. Taxable Obligations**

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.



**IN WITNESS WHEREOF**, the Department and the Borrower have executed duplicate counterparts of this Agreement.

**\*\*\*SIGNATURE PAGES FOLLOW\*\*\***

DRAFT

**CITY OF MAGNOLIA**

By: \_\_\_\_\_  
Todd Kana  
Mayor  
City of Magnolia

Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION**

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Benjamin H. Asher  
Project Finance, Debt & Strategic Contracts Division Director  
Texas Department of Transportation

Date: \_\_\_\_\_

DRAFT

EXECUTION PAGE: SIB #S2022-003-04-01

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

DRAFT

**RESOLUTION NO. R-2021-021**

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE MAYOR, TODD KANA TO ACT ON BEHALF OF THE CITY OF MAGNOLIA, TEXAS IN ALL MATTERS RELATING TO THE APPLICATION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Magnolia (the "City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$2,803,157.50 to be used for the Widening of FM 1488, from FM 1774 to W of FM 149; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

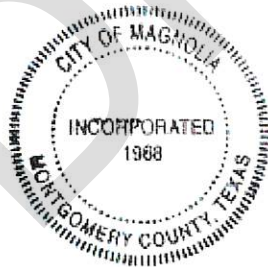
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That the City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$2,803,157.50 to finance the Widening of FM 1488, from FM 1774 to W of FM 149.

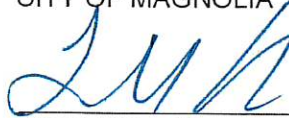
Section 2. That the City Council hereby authorizes the Mayor, Todd Kana to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

Section 3. That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED THIS 10<sup>th</sup> DAY OF AUGUST, 2021.



CITY OF MAGNOLIA

  
Todd Kana, Mayor

ATTEST:

  
Kandice Garrett, City Secretary

Attachment: SIB Loan Application

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

DRAFT



## TEXAS TRANSPORTATION COMMISSION

Montgomery County

### MINUTE ORDER

Page 1 of 2

Houston District

The City of Magnolia (City) has submitted an application for financial assistance in the form of a loan of up to \$2,803,158 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by the City of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The City intends to use the financial assistance to pay the City's contribution to the department for funding participation for utility relocation necessary for a non-tolled state highway improvement project to widen Farm to Market 1488 in Montgomery County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the project.

The City has proposed a pledge of utility revenues as security for repayment of the loan.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in the Term Sheet attached hereto as Exhibit A.

The SIB Rules allow for final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of \$10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies have been completed and approved by the department. The executive director recommends that the commission grant final approval of the City's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that:

1. the project is consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;
2. the project is in a Clean Air Act non-attainment area and is consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the MPO in which the project is located, and with the State Implementation Plan;
3. the project will improve the efficiency of the state's transportation systems;
4. the project will expand the availability of funding for transportation projects or reduce direct state costs;
5. the application shows that the City is likely to have sufficient revenues to assure repayment of the financial assistance;

# TEXAS TRANSPORTATION COMMISSION

Montgomery County

## MINUTE ORDER

Page 2 of 2

Houston District

6. providing financial assistance will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and

7. the project will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the City for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the City's application for a SIB loan under the terms in the Term Sheet attached hereto as Exhibit A in an amount not to exceed \$2,803,158 to pay the City's contribution to the department for funding participation for utility relocation necessary for the non-tolled project.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into a financial assistance agreement with the City which complies with the SIB Rules and which contains the terms in the Term Sheet attached hereto as Exhibit A.

Submitted and reviewed by:

Recommended by:

DocuSigned by:

*Benjamin H. Asher*

Director, Project Finance,  
Debt & Strategic Contracts Division

DocuSigned by:

*W. D. Williams*

Executive Director

116183 January 27, 2022

Minute  
Number

Date  
Passed

City of Magnolia Term Sheet  
State Infrastructure Bank Loan

Loan Provisions	Negotiated Terms
Project Description:	Utility relocation for a non-tolled state highway improvement project to widen FM 1488 in Montgomery County.
Interest Rates:	1.47%; 0% until January 1, 2023
Fees:	Not Applicable
Charges:	Not Applicable
Term to Maturity:	15 years
Pledged Collateral:	Utility Revenues
Default Provisions:	<p>A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.</p> <p>B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.</p>
Special Conditions:	None

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

DRAFT

EXHIBIT D  
AMORTIZATION SCHEDULE

DRAFT



# LOAN SCHEDULE REPORT

# EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Magnolia S2022-003-04

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	3/15/2022	0.00%	\$0.00	\$2,803,157.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,803,157.50
2	8/1/2022	0.00%	\$2,803,157.50	\$0.00	\$209,601.68	\$209,601.68	\$0.00	\$0.00	\$2,593,555.82
3	1/1/2023	0.00%	\$2,593,555.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,593,555.82
4	2/1/2023	1.47%	\$2,593,555.82	\$0.00	\$3,177.11	\$0.00	\$3,177.11	\$0.00	\$2,593,555.82
5	8/1/2023	1.47%	\$2,593,555.82	\$0.00	\$206,424.57	\$187,361.93	\$19,062.64	\$0.00	\$2,406,193.89
6	2/1/2024	1.47%	\$2,406,193.89	\$0.00	\$17,685.53	\$0.00	\$17,685.53	\$0.00	\$2,406,193.89
7	8/1/2024	1.47%	\$2,406,193.89	\$0.00	\$191,916.15	\$174,230.62	\$17,685.53	\$0.00	\$2,231,963.27
8	2/1/2025	1.47%	\$2,231,963.27	\$0.00	\$16,404.93	\$0.00	\$16,404.93	\$0.00	\$2,231,963.27
9	8/1/2025	1.47%	\$2,231,963.27	\$0.00	\$193,196.74	\$176,791.81	\$16,404.93	\$0.00	\$2,055,171.46
10	2/1/2026	1.47%	\$2,055,171.46	\$0.00	\$15,105.51	\$0.00	\$15,105.51	\$0.00	\$2,055,171.46
11	8/1/2026	1.47%	\$2,055,171.46	\$0.00	\$194,496.16	\$179,390.65	\$15,105.51	\$0.00	\$1,875,780.81
12	2/1/2027	1.47%	\$1,875,780.81	\$0.00	\$13,786.99	\$0.00	\$13,786.99	\$0.00	\$1,875,780.81
13	8/1/2027	1.47%	\$1,875,780.81	\$0.00	\$195,814.68	\$182,027.69	\$13,786.99	\$0.00	\$1,693,753.12
14	2/1/2028	1.47%	\$1,693,753.12	\$0.00	\$12,449.09	\$0.00	\$12,449.09	\$0.00	\$1,693,753.12
15	8/1/2028	1.47%	\$1,693,753.12	\$0.00	\$197,152.59	\$184,703.50	\$12,449.09	\$0.00	\$1,509,049.62
16	2/1/2029	1.47%	\$1,509,049.62	\$0.00	\$11,091.51	\$0.00	\$11,091.51	\$0.00	\$1,509,049.62
17	8/1/2029	1.47%	\$1,509,049.62	\$0.00	\$198,510.15	\$187,418.64	\$11,091.51	\$0.00	\$1,321,630.98
18	2/1/2030	1.47%	\$1,321,630.98	\$0.00	\$9,713.99	\$0.00	\$9,713.99	\$0.00	\$1,321,630.98
19	8/1/2030	1.47%	\$1,321,630.98	\$0.00	\$199,887.69	\$190,173.70	\$9,713.99	\$0.00	\$1,131,457.28
20	2/1/2031	1.47%	\$1,131,457.28	\$0.00	\$8,316.21	\$0.00	\$8,316.21	\$0.00	\$1,131,457.28

# LOAN SCHEDULE REPORT

Loan Schedule for Magnolia S2022-003-04

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
21	8/1/2031	1.47%	\$1,131,457.28	\$0.00	\$201,285.46	\$192,969.25	\$8,316.21	\$0.00	\$938,488.03
22	2/1/2032	1.47%	\$938,488.03	\$0.00	\$6,897.89	\$0.00	\$6,897.89	\$0.00	\$938,488.03
23	8/1/2032	1.47%	\$938,488.03	\$0.00	\$202,703.79	\$195,805.90	\$6,897.89	\$0.00	\$742,682.13
24	2/1/2033	1.47%	\$742,682.13	\$0.00	\$5,458.71	\$0.00	\$5,458.71	\$0.00	\$742,682.13
25	8/1/2033	1.47%	\$742,682.13	\$0.00	\$204,142.96	\$198,684.25	\$5,458.71	\$0.00	\$543,997.88
26	2/1/2034	1.47%	\$543,997.88	\$0.00	\$3,998.38	\$0.00	\$3,998.38	\$0.00	\$543,997.88
27	8/1/2034	1.47%	\$543,997.88	\$0.00	\$205,603.28	\$201,604.90	\$3,998.38	\$0.00	\$342,392.98
28	2/1/2035	1.47%	\$342,392.98	\$0.00	\$2,516.59	\$0.00	\$2,516.59	\$0.00	\$342,392.98
29	8/1/2035	1.47%	\$342,392.98	\$0.00	\$207,085.09	\$204,568.50	\$2,516.59	\$0.00	\$137,824.48
30	2/1/2036	1.47%	\$137,824.48	\$0.00	\$1,013.01	\$0.00	\$1,013.01	\$0.00	\$137,824.48
31	8/1/2036	1.47%	\$137,824.48	\$0.00	\$138,837.49	\$137,824.48	\$1,013.01	\$0.00	\$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION  
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

DRAFT

CSJ #0523-09-009  
RCSJ #0523-09-017  
Utility ID#U00009466  
District # 12 - Houston  
Code Chart 64 # 26330  
Project: Widening of FM 1488, from  
FM 1744 to W of FM 149

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION  
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and the City of Magnolia ("Utility"),

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

**WHEREAS**, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

**WHEREAS**, Texas Transportation Commission Minute Order Number 115814 authorizes the State to undertake and complete a highway improvement generally described as: the reconstruction and widening of FM 1488, from FM 1774 in Magnolia to West of FM 149 ("Project"); and,

**WHEREAS**, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

**AGREEMENT**

**1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

**2. Project Funding and Work Responsibilities**

**A.** The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which

CSJ #0523-09-009  
RCSJ #0523-09-017  
Utility ID#U00009466  
District # 12 - Houston  
Code Chart 64 # 26330  
Project: Widening of FM 1488, from  
FM 1744 to W of FM 149

is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

### **3. Termination**

- A. This agreement may be terminated in the following manner:
  - 1. By mutual written agreement and consent of both parties;
  - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

### **4. Right of Access**

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **5. Adjustments Outside the Project Site**

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **6. Responsibilities of the Parties and Indemnity**

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or



CSJ #0523-09-009  
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FM 1744 to W of FM 149

employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

#### **7. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### **8. Successors and Assigns**

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

#### **9. Amendments**

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

#### **10. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

#### **11. Maintenance**

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

#### **12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CSJ #0523-09-009  
RCSJ #0523-09-017  
Utility ID#U00009466  
District # 12 - Houston  
Code Chart 64 # 26330  
Project: Widening of FM 1488, from  
FM 1744 to W of FM 149

Utility:	State:
City Administrator City of Magnolia 18111 Buddy Riley Boulevard Magnolia, TX 77354	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### **13. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **14. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

#### **15. Access to Information**

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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FM 1744 to W of FM 149

Each party is signing this agreement on the date stated under that party's signature.

**THE UTILITY**

DocuSigned by:

*Richard Carby*

Richard Carby

Mayor Pro Tem, City of Magnolia

6/29/2021

Date

**THE STATE OF TEXAS**

DocuSigned by:

*Eliza Paul*

Eliza C. Paul, P.E.

Houston District Engineer

6/29/2021

Date

CSJ #0523-09-009  
RCSJ #0523-09-017  
Utility ID#U00009466  
District # 12 - Houston  
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## **ATTACHMENT A**

### **PAYMENT PROVISION AND WORK RESPONSIBILITIES**

#### **1. Description of the Work Items**

The parties agree that the existing sanitary sewer and waterline shall be relocated and adjustments shall be made along FM 1488, from FM 1744 in Magnolia, to West of FM 149. The sanitary sewer and waterline facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$2,803,157.50. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

#### **2. Actual Cost Agreement**

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the sanitary sewer and waterline items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

#### **3. Schedule of Payments**

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 2,803,157.50. (See Attachment B – Estimated Utility Costs)
- B.** If the Utility applies, and is approved for, a State Infrastructure Bank (SIB) Loan, the Utility must remit payment within 45 days of receipt of potential SIB Loan proceeds to pay for the Project.
- C.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- E.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

#### **4. Work Responsibilities**

- A.** The Utility shall provide the following services under this contract:

CSJ #0523-09-009  
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- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along FM 1488, from FM 1774 in Magnolia to West of FM 149.
  - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Montgomery Area Office.
  - iii. Secure all necessary permitting as may be required for the installation of the sanitary sewer and waterline.
  - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed sanitary sewer and waterline during construction, and the relocation of sanitary sewer and waterline and connection of services to customers.
  - v. Advise the State of work that Utility determines should be corrected or rejected.
  - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
  - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
  - viii. Assume all responsibility for the maintenance of the existing sanitary sewer and waterline during and upon completion of the construction contract.
  - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
  - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
  - xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.
- B. The State shall provide the following services under this contract:**
- i. Combine the sanitary sewer and waterline relocation and adjustment plans with the plans being prepared for the Project.
  - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
  - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
  - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.



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- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ #0523-09-009  
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## ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs  
 \$2,803,157.50

Less Betterment Amount Due from Utility  
 \$0

**Amount of total utility relocation Costs**  
**\$2,803,157.50**

Estimated Amount Eligible for Reimbursement  
 (Calculated eligibility Ratio – 0 %)  
 \$0

Amount of Utility Adjustment Due from Utility  
\$2,803,157.50

### Estimated amount to be included in Construction Agreement

A. Betterment	\$0
B. Utility Adjustment	<u>\$0</u>
<b>GRAND TOTAL</b>	<b><u>\$0</u></b>

### Betterment Ratio Calculation

Estimated Betterment Costs

1. N/A
2. N/A

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	<u>\$0</u>
Total Costs of Project (Estimated)	-	<u>\$2,803,157.50</u>

***Betterment Percentage for final cost determination: 0% of final cost of relocation***  
***Determination of Betterment – Comparison of estimated cost to replace “as is” versus***  
***estimated costs associated with the betterment.***

Item A:

Item B:

## **RESOLUTION NO. R-2022-014**

TO APPROVE THE FOLLOWING PROJECTS OF THE  
MANGOLIA COMMUNITY DEVELOPMENT CORPORATION (4B)

**WHEREAS**, the City of Magnolia, Texas (the “City”), is duly incorporated under the general laws of the State of Texas and is operating as a Type A General-Law municipality of the State of Texas, and authorized to acquire real property for public purposes; and

**WHEREAS**, the City has determined that it wishes to approve the following 4B project;

- (1) The Purchase of 1 to 2 Acres of Real Property within the Magnolia City Limits

**WHEREAS**, the Magnolia Community Development Corporation (the “4B”), was duly created under the general laws of the State of Texas, specifically Article 5190.6 of the Texas Revised Civil Statutes, as amended, and pursuant to said Article is authorized to assist in projects to acquire real property, and among other things encourage and support the public welfare of, for and on behalf of the City for public purposes; and

**WHEREAS**, 4B has determined that the project will promote the City, create an opportunity for new or expanded business development, address or enhance quality of life and or public welfare.

**NOW, THEREFORE**, be it resolved:

**Section 1.** That the above findings of fact are adopted by the City Council.

**Section 2.** That the City approves the project adopted by 4B Corporation.

**Section 3.** That the Mayor, City Administrator and City Attorney be and hereby are authorized and directed to obtain all necessary documentation to facilitate the project and direct the City Attorney to accomplish any legal tasks to facilitate the project.

**Section 4.** That the City Administrator be and hereby is authorized and directed to report back to City Council at a properly noticed and published meeting to report on progress of and any other relevant matters to the project.

FIRST READING on this 8<sup>th</sup> day of March, 2022.

**PASSED AND APPROVED** on the Second Reading this 12<sup>th</sup> day of April, 2022.



CITY OF MAGNOLIA, TEXAS

---

Todd Kana, Mayor

ATTEST:

---

Kandice Garrett, City Secretary

**CITY OF MAGNOLIA**  
**FM 1488 Force Main Construction and Waterline Relocation**  
**Construction Phase Services**  
**WORK ORDER**

**Engineer's Project No. 220732.60**

**Project Description:**

FM 1488 Force Main Construction and Waterline Relocation

**Engineering Services:**

AEI Engineering, a Baxter & Woodman Company (AEI) will perform necessary engineering services for FM 1488 Force Main Construction and Waterline Relocation to provide Construction Phase Services. A detailed scope of services for this project is listed in Attachment A of this Work Order.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 14, 2021 and Attachment A to this Work Order. Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed which in total will not exceed \$80,000.

Submitted by: **AEI Engineering, a Baxter & Woodman Company**

By: 

Title: Executive Vice President

Date: April 4, 2022

Approved by: **City of Magnolia**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Comments and Conditions:** This is a rebid of a project designed by Strand & Associates. The project was delayed for over a year and requires rebidding to complete the project.



**City of Magnolia**  
**FM 1488 Force Main Construction and Waterline Relocation Construction Phase Services**  
**Engineering Services**  
**Work Order 220732.60**

---

**Attachment A**

**Project Description**

The project consists of construction phase services for FM 1488 Force Main Construction and Waterline Relocation.

**Scope of Services**

The following scope of services details the anticipated tasks necessary to successfully complete this Project:

1. Hold project transfer meeting
2. Utilize the existing plans, specifications, and contracts for **FM 1488 Force Main Construction and Waterline Relocation** construction.
3. Provide Construction Management Services including
  - a. Project transfer conference
  - b. Review and response for submittals and RFIs not yet approved
  - c. Provide monthly site meeting as necessary
  - d. Pay Estimate processing
  - e. Final inspection
  - f. As-builts
  - g. Project closeout
4. Provide Field Project Representation

Mileage, tolls, geotechnical services, surveying services, advertising costs are considered additional services and will be billed in accordance with the Master Engineering Services Agreement.

## Don Doering

---

**From:** Andrepont, Logan <Logan.Andrepont@strand.com>  
**Sent:** Tuesday, April 5, 2022 11:42 AM  
**To:** Don Doering  
**Cc:** Simpson, Zach; Burt Smith  
**Subject:** FM 1488 Force Main and Water Main - Engineering Amendment No. 2  
**Attachments:** 3919.141.20-03.2.(Draft OWNER Review-040522).pdf

Don,

Please see the attached amendment to be included with the city council agenda. As a reminder, this amendment covers the extended contract administration period, the staking of the clearing area and final lengths for the force main and water main, additional unanticipated coordination to obtain TxDOT permit, and the extended construction schedule. As discussed, we included if-authorized design services to make design adjustments during construction for other developments and/or utility installations.

Feel free to call us if you have any questions or comments.

Sincerely,



**Logan Andrepont**

Strand Associates, Inc.® (F-8405)

979.836.7937 ext. 6304

[Logan.Andrepont@strand.com](mailto:Logan.Andrepont@strand.com) | [www.strand.com](http://www.strand.com)

*Excellence in Engineering<sup>SM</sup>*



Amendment No. 2 to Task Order No. 20-03  
City of Magnolia, Texas (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated January 28, 2020

This is Amendment No. 2 to the referenced Task Order.

Projec Name: FM 1488 Force Main Relocation

Under **Scope of Services**,

Design Services.

Item No. 5, ADD the following:

“Prepare revised construction drawings for redesign of trenchless force main crossing at TX-249. Communicate design changes with TxDOT to obtain Utility Installation Permit.”

Construction-Related Services.

REPLACE Items Nos. 1 and 3 in their entirety with the following:

- “1. Provide up to 100 hours of contract administration services including attendance at preconstruction conference, review of contractor’s shop drawings submittals, review of contractor’s periodic pay requests, attendance at construction progress meeting, periodic site visits, and participation in project closeout.
3. Provide one iteration of construction staking for 8,300 lf of force main, 2,750 lf of water line, and 6,500 lf of approximate easement limits.”

ADD the following:

- “5. Provide up to 40 hours of additional engineering services during construction phase, if authorized by City Administrator.”

Under **Compensation**, REPLACE both paragraphs in their entirety with the following:

“OWNER shall compensate ENGINEER for Design Services, Easement Acquisition Services, and Bidding-Related Services under this Task Order a lump sum of \$130,000.

OWNER shall compensate ENGINEER for Construction-Related Services Items Nos. 1 through 4 under this Task Order on an hourly rate basis an estimated fee of \$43,500, and for Item No. 5 on an hourly rate basis an estimated fee of \$6,500.”

# OWNER REVIEW

Strand Associates, Inc.®

City of Magnolia  
Amendment No. 2 to Task Order No. 20-03  
Page 2  
April 5, 2022

## DRAFT

Under **Schedule**, CHANGE March 31, 2022, to "August 31, 2022."

### TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MAGNOLIA

## DRAFT

## DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Kana  
Mayor

\_\_\_\_\_  
Date



March 28, 2022

## CHANGE ORDER NO. 1

PROJECT: FM 1488 Force Main Construction and Water Line Relocation  
OWNER: City of Magnolia, Texas  
CONTRACT: 1-2021  
CONTRACTOR: D.L. Glover, Inc.

**Description of Change**

1a	Increase Bid Item No. 12 from \$425.00 per linear foot (LF) to \$700 per LF (Quantity: 600 LF). This additional cost is associated with lowering the force main crossing at Highway 249 in accordance with the Texas Department of Transportation's utility permit.	ADD	\$165,000.00
1b	Remove Bid Item No. 17 (4 each [EA] at \$1,000.00 per EA).	(DEDUCT)	(\$4,000.00)
1c	Remove Bid Item No. 19 (9 EA at \$8,500.00 per EA).	(DEDUCT)	(\$76,500.00)
1d	Install a 16-inch Force Main Plug Valve (Quantity: 3 EA and Price: \$15,875.00 per EA).	ADD	\$47,625.00
1e	Add 210 days to the Contract time, making the new Final Completion date July 20, 2022.	ADD	\$0.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$132,125.00

**Contract Price Adjustment**

Original Contract Price	\$1,629,100.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$132,125.00
Current Contract Price including this Change Order	\$1,761,225.00

**Contract Final Completion Date Adjustment**

Original Contract Final Completion Date	December 22, 2021
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	210 Days
Current Final Contract Completion Dates including all Change Orders	July 20, 2022



City of Magnolia-D.L. Glover, Inc.  
Contract 1-2021, Change Order No. 1  
Page 2  
March 28, 2022

This document shall become a supplement to the Contract and all provisions will apply hereto.

**RECOMMENDED**

**DRAFT**

ENGINEER-Strand Associates, Inc.®

Date

**APPROVED**

**DRAFT**

CONTRACTOR-D.L. Glover, Inc.

Date

**APPROVED**

**DRAFT**

OWNER-City of Magnolia, Texas

Date



Strand Associates, Inc.  
1906 Niebuhr Street  
Brenham, TX 77833  
(P) 979.836.7937

Amendment No. 1 to Task Order No. 20-03  
City of Magnolia, Texas (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated January 28, 2020

This is Amendment No. 1 to the referenced Task Order.

Project Name: FM 1488 Force Main Relocation

**Under Scope of Services,**

Design Services,

Item No. 2, CHANGE 1,000 to "2,750."

Item No. 5, ADD the following:

"Incorporate as-built drawings for State Highway 249 provided by Texas Department of Transportation (TxDOT) following completion of design."

REPLACE Easement Acquisition Services in its entirety with the following:

"Prepare up to one easement exhibit and description for OWNER's use in obtaining utility easement along the south side of FM 1488 between Buddy Riley Boulevard and the pump station at Mill Creek based on proposed TxDOT right-of-way. ENGINEER will coordinate easement width and location with the Audubon developer."

Bidding-Related Services,

REPLACE item No. 3 in its entirety with the following:

"Facilitate traditional, in person bid opening, tabulate and analyze bid results, and assist OWNER with award of Construction Contract. Attend two City Council meetings to assist in award of Construction Contract."

ADD the following:

"5. Facilitate extension of bid security from the two apparent lowest bidders."

Construction-Related Services, item No. 4, CHANGE 120 to "150."

Under **Compensation**, CHANGE \$97,500 to "\$117,500" and \$22,500 to "\$26,000."

Under **Schedule**, CHANGE June 30, 2021, to "March 31, 2022."

**TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MAGNOLIA

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Kana  
Mayor

\_\_\_\_\_  
9/28/2021  
Date



Strand Associates, Inc.  
1906 Niebuhr Street  
Brenham, TX 77833  
(979) 836-7937

Invoice

Beverly Standley  
Finance Officer  
City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, TX 77354

March 10, 2022

Project No: 3919.141

Invoice No: 0181099

Project: 3919.141 FM 1488 Force Main Relocation

**Professional Services: February 1, 2022 through February 28, 2022**

Percent Complete	100.00	Total Earned	117,500.00
		Previous Fee Billing	117,500.00
		Current Fee Billing	0.00

**Total this Project 0.00**

**Outstanding Invoices**

Number	Date	Balance
0178572	12/13/2021	1,100.00
<b>Total</b>		<b>1,100.00</b>

**Contract Amount 117,500.00** ✓

**Total Billings to Date 117,500.00** ✓

**RECEIVED MAR 10 2022**

Project: 3919.144 FM 1488 Force Main and Water Main -

Construction-Related Services

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Graduate Engineer 1	22.25	125.00	2,781.25
Surveying Technician	.25	105.00	26.25
CADD Operator	.50	70.00	35.00
Administrative	2.75	90.00	247.50
	<u>25.75</u>		<u>3,090.00</u>

**Total Labor 3,090.00**

**Total Expenses 314.17**

**TERMS:** Payment is due within 30 days of the date on this invoice.

Page 1 of 2

Please Remit Payment To: Strand Associates, Inc. 910 West Wingra Drive Madison, Wisconsin 53715 608-251-4843

Subject	3919.141	FM 1488 Force Main Relocation	Invoice	0181099
---------	----------	-------------------------------	---------	---------

Total this Project	\$3,404.17
--------------------	------------

Contract Amount	26,000.00
-----------------	-----------

Total Billings to Date	8,106.28
------------------------	----------

Total this Invoice	\$3,404.17
--------------------	------------

*PMU*

**TERMS:** Payment is due within 30 days of the date on this invoice.

Page 2 of 2

Please Remit Payment To: Strand Associates, Inc. 910 West Wingra Drive Madison, Wisconsin 53715 608-251-4843

**CITY OF MAGNOLIA, TEXAS  
TRANSPORTATION MASTER PLAN  
ENGINEERING SERVICES**

**WORK ORDER 22-XXX**

**Engineer's Project No. 220733.30**

**Project Description:**

Prepare a City Transportation Master Plan.

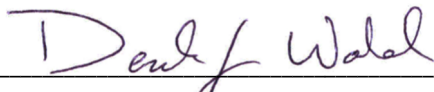
**Engineering Services:**

A detailed scope of services for this project is listed in Attachment A of this Work Order.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 14, 2021 and Attachment A to this Work Order. The Engineer's fee shall be based upon the Engineer's standard hourly billing rates for actual work time performed plus subconsultants and reimbursement for out-of-pocket expenses, including travel, which in total will not exceed \$49,000.

Submitted by: **Baxter & Woodman, Inc.**

By:   
Title: Executive Vice President  
Date: April 4, 2022

Approved by: **City of Magnolia, Texas**

By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

**Additional Comments and Conditions:** None.

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## Scope of Services

The following scope of services details the anticipated tasks necessary to complete this Project:

### 1. EXISTING CONDITIONS ANALYSIS

1.1 *Data Collection:* Obtain, review and evaluate the following information for use in the revised plan:

- A. Existing Comprehensive Plan
- B. GIS Shape files from Montgomery County
- C. Aerial Photography
- D. Floodplain Maps from TNRIS
- E. Crash Data from City Police Department and TxDOT
- F. Traffic Count data from HGAC

1.2 *Existing Conditions Inventory:* Create Existing Conditions Inventory Maps including:

- A. Roadway network
- B. Sidewalk network
- C. Bicycle path network

### 2. DETERMINE TRANSPORTATION SYSTEM NEEDS

2.1 *Traffic Forecasting:* Coordinate with the City and the Houston-Galveston Area Council (HGAC) for 2050 traffic projections along major corridors in and surrounding the City.

2.2 *Crash Analysis:* Evaluate high crash locations within the City and summarize findings.

2.3 *Roadway Network Plan:* Update the City's Thoroughfare Plan based on the City Comprehensive Plan, coordination with TxDOT and Montgomery County, traffic projections, crash analysis, future land use, and stakeholder input. Review the current Unified Development Code (UDC) and TxDOT standards and guidelines for best practices on Access Management along municipal roadways and streets. Provide a summary of current acceptable standards and guidance for access onto City streets, specifically addressing intersection spacing for a given roadway classifications, considerations for development access onto roadways, and best-practice philosophies.



- 2.4 *Pedestrian Network Plan:* Create a City Pedestrian Network Plan, including an inventory of the primary walking routes within the community. Identify needs supplemented with the use of available heat maps, the City Comprehensive Plan and stakeholder input. Recommend projects that improve connectivity of the pedestrian network to existing/proposed land use. Evaluate the need for a City Complete Streets Policy.
  - 2.5 *Bicycle Network Plan:* Create a City Trail Master Plan including an inventory of the primary cycling routes within the community. Identify needs supplemented with the use of available heat maps, coordination with TxDOT, Montgomery County and the Greater Houston Off Road Biking Association (GHORBA), and stakeholder input. Recommend projects that improve connectivity of the cycling network to existing/proposed land use.
3. PRIORITIZATION OF IMPROVEMENTS
  - 3.1 *Coordinated Roadway Plan:* Draft proposed programs and capital improvement plans based on the evaluation of the existing transportation system and public comments. Analyze proposed capital improvements in relation to existing right-of-way, existing facility alignments and intersections, environmental issues, topography and drainage paths. Prioritize needed programs and improvements and submit a draft prioritized list to the City and the public for their input. Add proposed roadway, bicycle and pedestrian route improvements to the Plan Exhibits.
  - 3.2 *Estimates of Cost/funding Mechanisms Analysis:* Prepare budgetary estimates of construction and professional services costs for the proposed route improvements, using our database of construction bids for area roadway projects. The generated roadway and right-of-way costs will be increased with an appropriate level of contingency to account for inflation, based on a proposed year of implementation for the projects. Propose potential funding strategies to implement each project.
4. DRAFT TRANSPORTATION PLAN – Prepare a Transportation Plan and submit the text and associated exhibits to City staff for review and comment. The draft report will include an Introduction, Existing Conditions Analysis, Summary of Public Outreach Efforts, Future Needs Analysis and Prioritization, and Cost Estimates and Funding Mechanisms Analysis.

5. FINAL 2023 TRANSPORTATION PLAN – Prepare the Final Transportation Plan which will include.
  - Executive Summary (Not in Draft)
  - Introduction
    - Purpose Statement
    - Goals and Objectives
  - Existing Transportation Network
  - Public Outreach
  - Roadway Network Plans
  - Non-vehicular Plans
    - Bicycle
    - Pedestrian
    - Off-road vehicle/golf cart
  - Funding Mechanisms
  - Recommendations and Prioritizations (Not in Draft)
  - All appropriate exhibits and recommendations.
6. QA/QC - Perform in-house peer and milestone reviews by senior staff during existing conditions analysis, draft plan and final plan submittals.
7. PROJECT MEETINGS AND PUBLIC INVOLVEMENT
  - 7.1 *Project Meetings:* The following meetings are anticipated for this project:
    - A. City staff (3 total) (Public Outreach, Draft Plan, Final Plan)
    - B. Public Agency Meetings (4 total): HGAC, Montgomery County, TxDOT, Montgomery County ESD #10)
    - C. City Council Meeting (1) (Final Plan)
  - 7.2 *Public Outreach:*
    - A. *Public Meetings:* Prepare advertisement, exhibits, handouts, and attend two Public Meetings/Open House events. Outreach will advertise at existing community events (example: Magnolia Showdown Barbecue Cookoff). Prepare meeting minutes to document public comments.
    - B. *Project Website:* Design, maintain and host a website for use throughout the project that will be linked to the City's website used to educate the public about the project, its purpose and how to get involved. Update website content before and after each public meeting to correspond with project milestones. Project website pages can include the following components: About the Project, Get Involved, Provide Input, FAQ, and Resources.
      - i. Domain name will be purchased for a 1-year period with the option to extend
      - ii. AEI Engineering will host and maintain a website with option to renew.
      - iii. No on-line meeting capabilities will be included.

- iv. No direct mailings are included.
  - D. *Social Media*: Develop social media content for the City to use on existing Facebook outlet. Develop content to coincide with event notices and provide in a schedule for the City to post at appropriate dates prior to the event.
8. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

[https://baxterwoodman-my.sharepoint.com/personal/lhaussmann\\_baxterwoodman\\_com/Documents/Personal/ToTransfer/Magnolia\\_TansportationPlan.docx](https://baxterwoodman-my.sharepoint.com/personal/lhaussmann_baxterwoodman_com/Documents/Personal/ToTransfer/Magnolia_TansportationPlan.docx)

## **SECOND AMENDMENT TO WHOLESALE WATER SUPPLY**

### **AND SANITARY SEWER AGREEMENT**

This SECOND AMENDMENT TO WHOLESALE WATER SUPPLY AND SANITARY SEWER AGREEMENT (this "Second Amendment") is made and entered into effective as of March 8, 2022 (the "Second Amendment Date"), by and among THE CITY OF MAGNOLIA, TEXAS, a general law municipality in Montgomery County, Texas, acting by and through its governing body, the City Council of Magnolia, Texas (the "City"), AUDUBON MAGNOLIA DEVELOPMENT, LLC, a Texas limited liability company, or its successors and assigns (the "Owner"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 130, a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("No. 130"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 131, a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("No. 131"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 154A, a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("No. 154A"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 154B, a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("No. 154B"), and AUDUBON MANAGEMENT DISTRICT, a political

subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 3979 of the Texas Special District Local Laws Code, Sections 52 and 52-a of Article III of the Texas Constitution, Section 59 of Article XVI of the Texas Constitution, Chapter 375 of the Texas Local Government Code, and the applicable provisions of Chapter 49 and Chapter 54 of the Texas Water Code, as amended (the "Management District"). The City, the Owner, No. 130, No. 131, No. 154A, No. 154B and the Management District are each individually at times referred to herein as a "Party" and collectively as the "Parties." No. 130, No. 131, No. 154A, No. 154B and the Management District are each individually at times referred to herein as a "District" and collectively as the "Districts."

## **RECITALS**

A. The City, Magnolia 1138, Ltd., a Texas limited partnership ("Magnolia 1138"), predecessor in interest to the Owner, No. 130 and No. 131 have previously entered into that certain Wholesale Water Supply and Sanitary Sewer Agreement, dated effective as of January 13, 2015 (the "Original Agreement"). Pursuant to Section 6.13 of the Original Agreement: (i) Magnolia 1138 assigned the Agreement to 1488 Corp., a Texas corporation ("1488 Corp."), and (ii) 1488 Corp. subsequently assigned the Agreement to the Owner.

B. The City and Magnolia 1138, predecessor in interest to the Owner, have also previously entered into that certain Land Use Planning and Cooperation Agreement, dated effective as of November 8, 2011 (the "Original Land Use Agreement"). Pursuant to Section 9.04 of the Original Land Use Agreement: (i) Magnolia 1138 assigned the Original Land Use Agreement to 1488 Corp., and (ii) 1488 Corp. subsequently assigned the Agreement to the Owner. In order to make certain changes to the Original Land Use Agreement, the City and the

Owner entered into that certain First Amendment to Land Use Planning and Cooperation Agreement, dated effective as of May 8, 2018 (the "First Amendment to Land Use Agreement"). The Original Land Use Agreement, as amended by the First Amendment to Land Use Agreement, is herein referred to as the "Land Use Agreement."

C. The Land Use Agreement provides that, pursuant to certain terms and conditions included therein, additional municipal utility districts, municipal management districts, or other special districts may be created under general law or through one or more acts of the Texas Legislature for the purpose or purposes of financing, planning, constructing, operating, maintaining or otherwise providing for Public Improvements (as such term is defined in the Land Use Agreement) to all of or any portion of the Property (as such term is defined in the Land Use Agreement) ("Special Districts").

D. Montgomery County Municipal Utility District No. 154 ("No. 154") was created by House Bill 1440, 85<sup>th</sup> Legislature, Regular Session, 2017, codified as Section 7974 of the Texas Special District Local Laws Code (the "No. 154 Creation Act").

E. In order to make certain changes to the Original Agreement including, adding No. 154 as a party, the City, the Owner, No. 130, No. 131, and No. 154 entered into that certain First Amendment to Wholesale Water Supply and Sanitary Sewer Agreement, dated effective as of June 12, 2018 (the "First Amendment").

F. Pursuant to Section 7974.106 of the No. 154 Creation Act, on January 30, 2020, the Board of Directors of No. 154 adopted an Order Dividing District and Redefining Boundaries (the "Order Dividing") which, among other things: (i) divided No. 154 into No. 154A and No. 154B, (ii) renamed No. 154 as No. 154A, and (iii) allocated the assets and liabilities of No. 154



between No. 154A and No. 154B by providing that No. 154A assumed all assets and liabilities of No. 154 (except certain expenses relating to the division of No. 154), including all rights, benefits, covenants, duties and obligations of No. 154 as set forth in the Agreement.

G. The City, the Owner, No. 130, No. 131, and No. 154A have previously entered into that certain First Addendum to Wholesale Water Supply and Sanitary Sewer Agreement, dated effective as of September 19, 2020, as amended by that certain First Amendment to First Addendum to Wholesale Water Supply and Sanitary Sewer Agreement, dated effective as of November 9, 2021 (collectively, the "First Addendum"). (The Original Agreement, as amended by the First Amendment and supplemented by the First Addendum, is herein referred to as the "Agreement.")

H. Each of No. 130, No. 131, No. 154A and No. 154B are conservation and reclamation districts created and organized for purposes, among others, of supplying water for municipal, domestic and commercial uses and protecting, preserving, and restoring the purity and sanitary condition of water within the State of Texas, and are empowered to collect, transport, process, dispose of, and control domestic and commercial wastes.

I. The Management District was created by House Bill 4657, 86th Legislature, Regular Session, 2019, codified as Section 3979 of the Texas Special District Local Laws Code. The Management District is a municipal management district created and organized for purposes, among others, of: (i) providing water, sanitary sewer and drainage facilities and services to land within and without its jurisdictional boundaries, (ii) promoting the health, safety and general welfare of residents, employers, potential employees, employees, visitors and consumers in the Management District, and of the public, and (iii) providing needed funding for

the Management District to preserve, maintain and enhance the economic health and vitality of the Management District's territory as a community and business center.

J. Pursuant to Section 2.4 of the First Amendment, the City, the Owner, No. 130, No. 131 and No. 154A agreed that: (i) additional Special Districts may be required to serve the Property (as such term is defined in the Agreement), and (ii) if any such Special Districts are created, the City, the Owner, No. 130, No. 131 and No. 154A would execute an amendment to the Agreement adding such Special Districts as Parties to the Agreement.

K. In completion of their obligation pursuant to Section 2.4 of the First Amendment, the Parties now desire to amend the Agreement to include No. 154B and the Management District as Parties to the Agreement and make certain other amendments and modifications to the Agreement.

L. The Parties have determined that they are each independently authorized to enter into this Second Amendment and the Parties acknowledge that they are proceeding in good faith and in reliance upon the purposes, intent, effectiveness and enforceability of this Second Amendment and the Agreement.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, covenants, benefits and obligations set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Owner, No. 130, No. 131, No. 154A, No. 154B and the Management District contract and agree as follows:

## ARTICLE I

### RECITALS; DEFINITIONS; INTERPRETATION

Section 1.1 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Second Amendment.

Section 1.2 Titles, Headings and Exhibits.

1.2.1 The titles, headings and captions appearing in the articles of this Second Amendment and following each numbered section of this Second Amendment are inserted and included solely for convenience and shall never be considered or given any effect in construing this Second Amendment or the Agreement, or any provisions hereof, or in connection with the duties, obligations or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise.

Section 1.3 Interpretation of Second Amendment.

1.3.1 This Second Amendment and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Second Amendment and the Agreement.

1.3.2 Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and *vice versa*, and words of the singular number shall be construed to include correlative words of the plural number and *vice versa*. The word "include," and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation," unless otherwise expressly provided herein.

1.3.3 The Parties agree that this Second Amendment, and the Agreement as amended by this Second Amendment, shall not be construed in favor of or against a Party on the basis that the Party did or did not author this Second Amendment.

Section 1.4 Definitions.

1.4.1 Unless otherwise specifically set forth in this Second Amendment, all capitalized terms used herein shall have the meanings set forth in the Agreement.

## **ARTICLE II**

### **ADDITION OF PARTIES TO THE AGREEMENT**

Section 2.1 Addition of No. 154B and the Management District as Parties.

2.1.1 As of the Second Amendment Date, No. 154B: (i) joins in the Agreement, (ii) acknowledges, consents to and agrees to be bound by all of the terms and conditions of the Agreement, and (iii) accepts all of the rights, benefits, covenants, duties and obligations of a District under the Agreement.

2.1.2 As of the Second Amendment Date, the Management District: (i) joins in the Agreement, acknowledges, consents to and agrees to be bound by all of the terms and conditions of the Agreement, and (iii) accepts all of the rights, benefits, covenants, duties and obligations of a District under the Agreement.

2.1.3 The Agreement is amended by replacing the definitions of a "District" and the "Districts" with the following definitions:

No. 130, No. 131, No. 154A, No. 154B and the Management District are each individually at times referred to herein as a "District" and collectively as the "Districts."

Section 2.2 Service Area. The Parties acknowledge and agree that, as of the Second Amendment Date, all of the land within the jurisdictional boundaries of No. 154B and the Management District is included within the Property (as such term is defined in the Agreement).

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES**

Section 3.1 The City. The City represents and warrants to the Owner, No. 130, No. 131, No. 154A, No. 154B and the Management District that, as of the Second Amendment Date:

3.1.1 It is a general law city duly organized, validly existing and operating under the laws of the State of Texas;

3.1.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.1.3 The form, execution, delivery and performance by the City of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the City is a party or by which it or any of its properties may be bound; and

3.1.4 This Second Amendment is a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms except that enforceability of the City's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of

equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.2 The Owner. The Owner represents and warrants to each of the City, No. 130, No. 131, No. 154A, No. 154B and the Management District that, as of the Second Amendment Date:

3.2.1 It is a limited liability company duly organized, validly existing and operating under the laws of the State of Texas;

3.2.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.2.3 The form, execution, delivery and performance by the Owner of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the Owner is a party or by which it or any of its properties may be bound; and

3.2.4 This Second Amendment is a legal, valid and binding obligation of the Owner enforceable against the Owner in accordance with its terms except that enforceability of the Owner's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).



Section 3.3    No. 130. No. 130 represents and warrants to the City, the Owner, No. 131, No. 154A, No. 154B and the Management District that, as of the Second Amendment Date:

3.3.1    It is a municipal utility district duly organized, validly existing and operating under the laws of the State of Texas;

3.3.2    It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.3.3    The form, execution, delivery and performance by No. 130 of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which No. 130 is a party or by which it or any of its properties may be bound; and

3.3.4    This Second Amendment is a legal, valid and binding obligation of No. 130 enforceable against No. 130 in accordance with its terms except that enforceability of No. 130's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.4    No. 131. No. 131 represents and warrants to the City, the Owner, No. 130, No. 154A, No. 154B and the Management District that, as of the Second Amendment Date:

3.4.1    It is a municipal utility district duly organized, validly existing and operating under the laws of the State of Texas;

3.4.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.4.3 The form, execution, delivery and performance by No. 131 of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which No. 131 is a party or by which it or any of its properties may be bound; and

3.4.4 This Second Amendment is a legal, valid and binding obligation of No. 131 enforceable against No. 131 in accordance with its terms except that enforceability of No. 131's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.5 No. 154A. No. 154A represents and warrants to the City, the Owner, No. 130, No. 131, No. 154B and the Management District that, as of the Second Amendment Date:

3.5.1 It is a municipal utility district duly organized, validly existing and operating under the laws of the State of Texas;

3.5.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.5.3 The form, execution, delivery and performance by No. 154A of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other

instrument to which No. 154A is a party or by which it or any of its properties may be bound;  
and

3.5.4 This Second Amendment is a legal, valid and binding obligation of No. 154A enforceable against No. 154A in accordance with its terms except that enforceability of No. 154A's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.6 No. 154B. No. 154B represents and warrants to the City, the Owner, No. 130, No. 131, No. 154A and the Management District that, as of the Second Amendment Date:

3.6.1 It is a municipal utility district duly organized, validly existing and operating under the laws of the State of Texas;

3.6.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.6.3 The form, execution, delivery and performance by No. 154B of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which No. 154B is a party or by which it or any of its properties may be bound;  
and

3.6.4 This Second Amendment is a legal, valid and binding obligation of No. 154B enforceable against No. 154B in accordance with its terms except that enforceability of No.

154B's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.7 The Management District. The Management District represents and warrants to the City, the Owner, No. 130, No. 131, No. 154A and No. 154B that, as of the Second Amendment Date:

3.7.1 It is a municipal management district duly organized, validly existing and operating under the laws of the State of Texas;

3.7.2 It has full power, authority and legal right to execute and deliver this Second Amendment and to perform and observe the terms and provisions hereof;

3.7.3 The form, execution, delivery and performance by The Management District of this Second Amendment have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which The Management District is a party or by which it or any of its properties may be bound; and

3.7.4 This Second Amendment is a legal, valid and binding obligation of The Management District enforceable against The Management District in accordance with its terms except that enforceability of The Management District's obligations hereunder may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

Section 4.1 Amendment to Addresses and Notice. Article VI of the Agreement is amended by (i) deleting the notice addresses for each of the Districts in Section 6.11, and (ii) replacing such addresses with the following:

- |                                   |   |
|-----------------------------------|---|
| If to No. 130:                    | Board of Directors<br>Montgomery Count Municipal Utility District No. 130<br>c/o Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Boulevard, Suite 2400<br>Houston, Texas 77056<br>Facsimile (713) 623-6143  |
| If to No. 131:                    | Board of Directors<br>Montgomery Count Municipal Utility District No. 131<br>c/o Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Boulevard, Suite 2400<br>Houston, Texas 77056<br>Facsimile (713) 623-6143  |
| If to No. 154A:                   | Board of Directors<br>Montgomery Count Municipal Utility District No. 154A<br>c/o Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Boulevard, Suite 2400<br>Houston, Texas 77056<br>Facsimile (713) 623-6143 |
| If to No. 154B:                   | Board of Directors<br>Montgomery Count Municipal Utility District No. 154B<br>c/o Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Boulevard, Suite 2400<br>Houston, Texas 77056<br>Facsimile (713) 623-6143 |
| If to the Management<br>District: | Board of Directors<br>Audubon Management District<br>c/o Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Boulevard, Suite 2400<br>Houston, Texas 77056  |

Section 4.2 Continuing Effect. Except as modified or amended in this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect without modification or amendment and shall apply to this Second Amendment; provided, however, that this Second Amendment shall control in the event of any conflict between the provisions of the Second Amendment and the Agreement.

Section 4.3 Land Use Agreement. The Parties expressly acknowledge and agree that the Property is subject to the Land Use Agreement and, furthermore, nothing in the Agreement, as amended by this Second Amendment, is intended to terminate, supersede or otherwise modify any of the terms of the Land Use Agreement. If any of the terms and conditions of the Agreement, as amended by this Second Amendment, conflict with the terms and conditions of the Land Use Agreement, the terms and conditions of the Land Use Agreement shall take precedence and control.

Section 4.4 No Further Amendments. This Second Amendment and the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior contemporaneous negotiations, understandings and agreements. This Second Amendment may only be modified or amended by a written instrument executed by all of the Parties.

Section 4.5 Severability. The provisions of this Second Amendment are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Second Amendment or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of



this Second Amendment and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Second Amendment to any other persons or circumstances shall not be affected thereby.

Section 4.6    Statutory Representations.

4.6.1    As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, AMD hereby verifies that AMD, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

4.6.2    As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, "SB 19"), as amended, AMD hereby verifies that AMD, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

4.6.3    As required by Chapter 2271, Texas Government Code, as amended, AMD hereby verifies that AMD, including any wholly owned subsidiary, majority-owned

subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

4.6.4 Pursuant to Chapter 2252, Texas Government Code, AMD represents and certifies that, at the time of execution of this Agreement neither AMD, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Section 4.7 Counterparts. This Second Amendment may be executed in seven (7) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 4.8 Term. This Second Amendment shall continue in full force and effect until the Agreement is terminated in accordance with its terms.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to be effective as of the Second Amendment Date.

CITY OF MAGNOLIA, TEXAS

By: \_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

By: \_\_\_\_\_  
Kandice Garrett, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Leonard Schneider, Attorney for the City

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Todd Kana, Mayor of the City of Magnolia, Texas.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

AUDUBON MAGNOLIA DEVELOPMENT, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Sam Yager III  
Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Sam Yager III, Vice President of Audubon Magnolia Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, in and for  
the State of Texas

(SEAL)

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 130

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Nicholas Bailey, President of the Board of Directors of Montgomery County Municipal Utility District No. 130, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 131

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Kristen McDade, President of the Board of Directors of Montgomery County Municipal Utility District No. 131, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)



MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 154A

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Kelly Knake, President of the Board of Directors of Montgomery County Municipal Utility District No. 154A, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 154B

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §

§

COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mark Santikos, President of the Board of Directors of Montgomery County Municipal Utility District No. 154B, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)

AUDUBON MANAGEMENT DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Raymond Deyoe, President of the Board of Directors of Audubon Management District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)



April 12, 2022

City Council  
City of Magnolia  
c/o Liles Parker PLLC  
2261 Northpark Drive, Mailbox 445  
Kingwood, Texas 77339

**Subject:**        ***Engineer's Review of Bids for Award of Contract  
City of Magnolia Water Plant No. 3 Clearing and Grubbing  
AEI Job No. 211009.40-WA160-001***

Dear Directors:

This letter represents a summary of the bid results for the referenced project that were received and publicly read at the offices of Magnolia City Hall, 18111 Buddy Riley Rd., Magnolia, Texas 77354, on Thursday, April 7, 2022, at 2:00 p.m. A copy of the detailed bid tabulation for this project is enclosed for your review and consideration.

#### **Bid Results**

Six (6) contractors submitted bids for this project. Their respective base bid amounts (from lowest to highest) are presented below.

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>
LG & G Construction, Inc.	\$51,450.00
K & K Earthworks, LLC	\$59,700.00
Wadecon, LLC	\$63,700.00
DC Contracting Services, LLC	\$72,525.00
Soil Worx, LLC	\$81,100.00
Four Seasons Development Co., Inc	\$94,600.00

#### **Base Bid Work**

The base bid for this project includes clearing and grubbing of the 1.9-acre site for Water Plant No. 3, installing a temporary 24-inch CMP culvert, providing, installing and maintaining SWPPP items, constructing drainage swales, site grading, and hydro mulch seeding.



### **Award of Contract**

As indicated herein, LG & G Construction, Inc. is the apparent low bidder for this project. This contractor has previously worked with AEI on utility projects. However, we have checked references for LG & G Construction, Inc. for clearing and grubbing capacity and found them to be acceptable. LG & G Construction, Inc. has been in business for twelve (12) years. AEI offers no objection to awarding the contract to the apparent low bidder, LG & G Construction, Inc. for the base bid in the amount of \$51,450.00.

Should there be any questions, or if additional information is needed, please contact the undersigned at this office.

Sincerely,

A handwritten signature in blue ink that reads 'Janice C. Noeldner'.

Janice C. Noeldner, P.E.  
Project Manager

AEI Engineering, a Baxter & Woodman Company  
TBPELS Registration No. F-21783

### **Attachments**

XC: Mr. Leonard Schneider, Liles Parker PLLC – Attorney for the City  
Mr. Burt Smith, City of Magnolia – Director of Public Works for the City  
Mr. Don Doering, City of Magnolia – Administrator for the City  
Mr. Michael A. Kurzy, P.E., AEI Engineering – Engineer for the City

**City of Magnolia**  
**Water Plant No. 3 Clearing and Grubbing**  
**AEI Job No. 211009.40**  
**April 7, 2022 2:00 P.M.**  
**Engineer's Estimate: \$60,000.00**

Item No.	Qty	Unit	Description	BIDDER #1 LG & G Construction, Inc.		BIDDER #2 K & K Earth Works		BIDDER #3 WadeCon, LLC	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1.	1	LS	Insurance, bonds, permits, mobilization and demobilization, for	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
2.	40	LF	Provide and install 24-inch CMP culvert, complete as specified for	\$155.00	\$6,200.00	\$75.00	\$3,000.00	\$200.00	\$8,000.00
3.	1	LS	Provide, install, and maintain SWPPP items throughout duration of construction, including TXR 150000 general permit requirements, complete as specified for	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
4.	1.9	AC	Clearing and grubbing as shown on plans, including offsite disposal in a legal manner, complete as specified for	\$10,500.00	\$19,950.00	\$13,000.00	\$24,700.00	\$18,000.00	\$34,200.00
5.	1	LS	Construction of drainage swales as shown on plans, complete as specified for	\$9,500.00	\$9,500.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
6.	1	LS	Site grading and hydro mulch seeding of all disturbed areas and as shown on the plans, complete as specified for	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
<b>BASE BID TOTAL</b>					<b>\$51,450.00</b>		<b>\$59,700.00</b>		<b>\$63,700.00</b>
<b>Base Bid Time of Completion</b>					<b>30 (calendar days)</b>		<b>20 (calendar days)</b>		<b>30 (calendar days)</b>
Comments:									



**City of Magnolia**  
**Water Plant No. 3 Clearing and Grubbing**  
**AEI Job No. 211009.40**  
**April 7, 2022 2:00 P.M.**  
**Engineer's Estimate: \$60,000.00**

				<b>BIDDER #4</b> <b>DC Contracting Services</b>		<b>BIDDER #5</b> <b>Soilworx LLC</b>		<b>BIDDER #6</b> <b>Four Seasons Development Co., Inc.</b>	
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Total Price</b>	<b>Unit Cost</b>	<b>Total Price</b>	<b>Unit Cost</b>	<b>Total Price</b>
1.	1	LS	Insurance, bonds, permits, mobilization and demobilization, for	\$9,240.00	\$9,240.00	\$29,200.00	\$29,200.00	\$5,000.00	\$5,000.00
2.	40	LF	Provide and install 24-inch CMP culvert, complete as specified for	\$145.00	\$5,800.00	\$100.00	\$4,000.00	\$150.00	\$6,000.00
3.	1	LS	Provide, install, and maintain SWPPP items throughout duration of construction, including TXR 150000 general permit requirements, complete as specified for	\$8,575.00	\$8,575.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
4.	1.9	AC	Clearing and grubbing as shown on plans, including offsite disposal in a legal manner, complete as specified for	\$12,320.00	\$23,408.00	\$16,000.00	\$30,400.00	\$27,000.00	\$51,300.00
5.	1	LS	Construction of drainage swales as shown on plans, complete as specified for	\$9,240.00	\$9,240.00	\$5,000.00	\$5,000.00	\$13,300.00	\$13,300.00
6.	1	LS	Site grading and hydro mulch seeding of all disturbed areas and as shown on the plans, complete as specified for	\$16,262.00	\$16,262.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
<b>BASE BID TOTAL</b>					<b>\$72,525.00</b>		<b>\$81,100.00</b>		<b>\$94,600.00</b>
<b>Base Bid Time of Completion</b>					<b>28 (calendar days)</b>		<b>30 (calendar days)</b>		<b>60 (calendar days)</b>
Comments:									



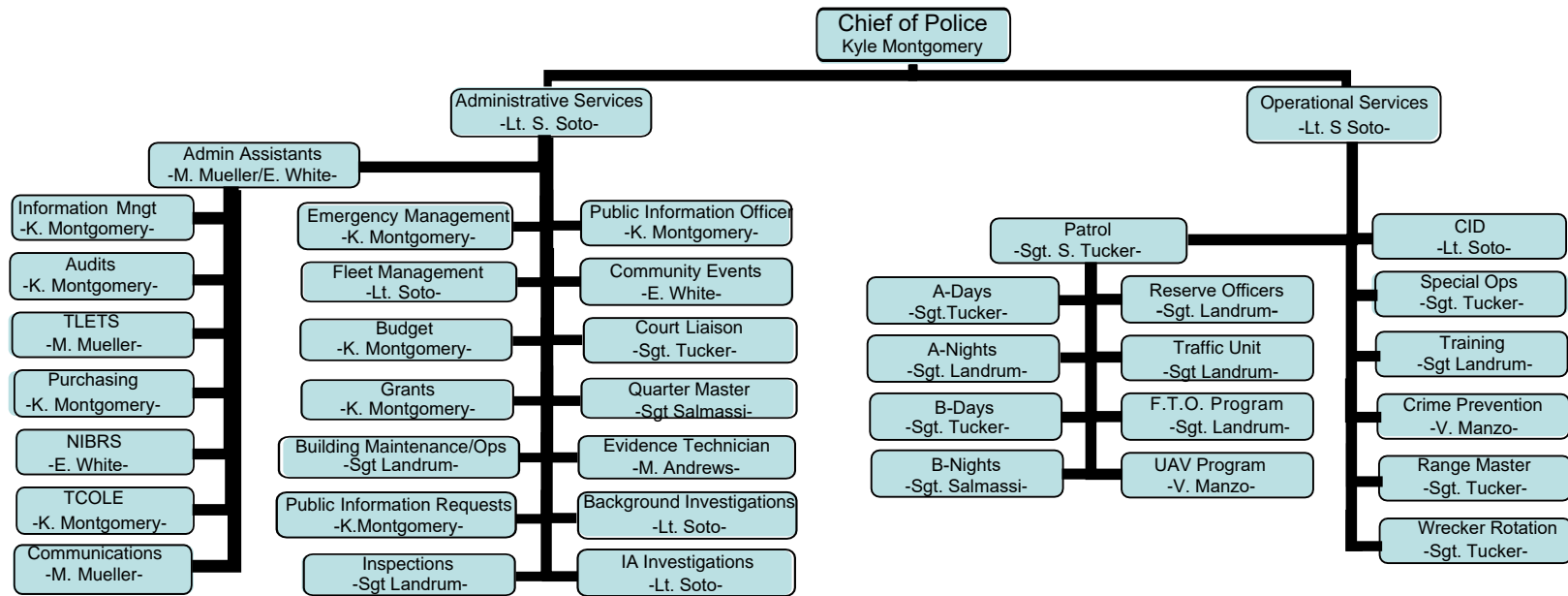
# DEPARTMENT REPORT

**March 2022**

Prepared by:  
Kyle Montgomery  
Chief of Police

# ADMINISTRATIVE

## Organizational Chart



# PATROL

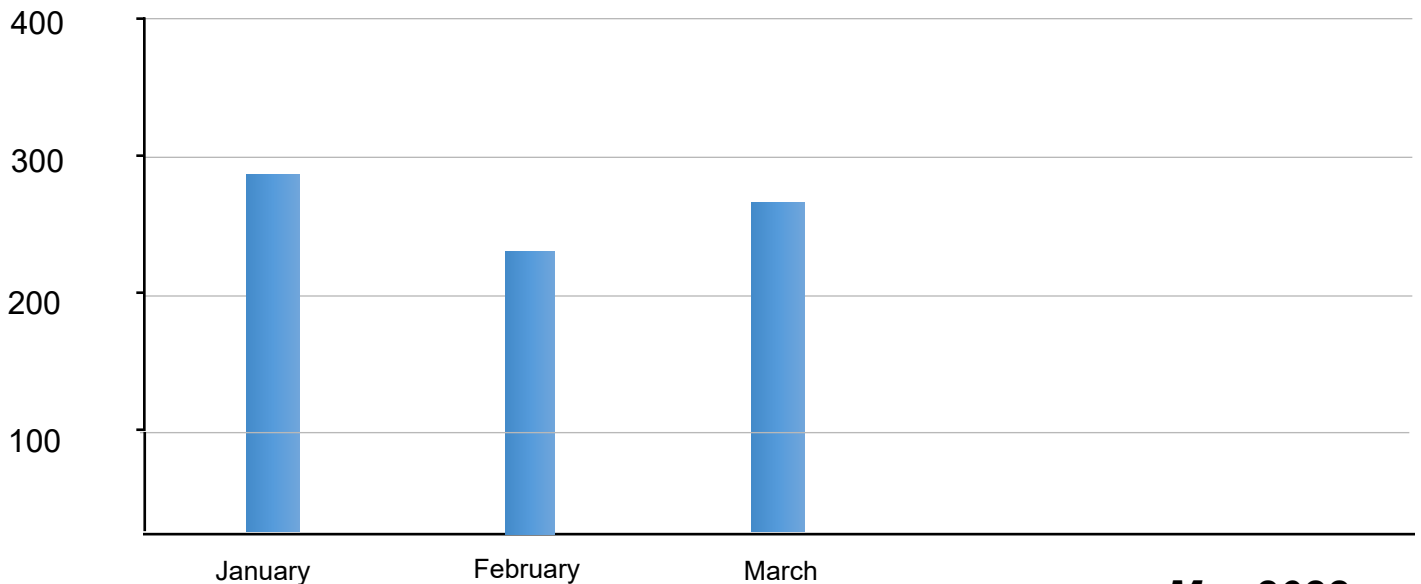
## CALL BREAKDOWN

	February	March	MONTHLY CHANGE
EMERGENCY	22	12	-10
NON-EMERGENCY	210	259	+49

## CALLS FOR SERVICE

	February	March	2022
Total Calls for Service	232	271	798

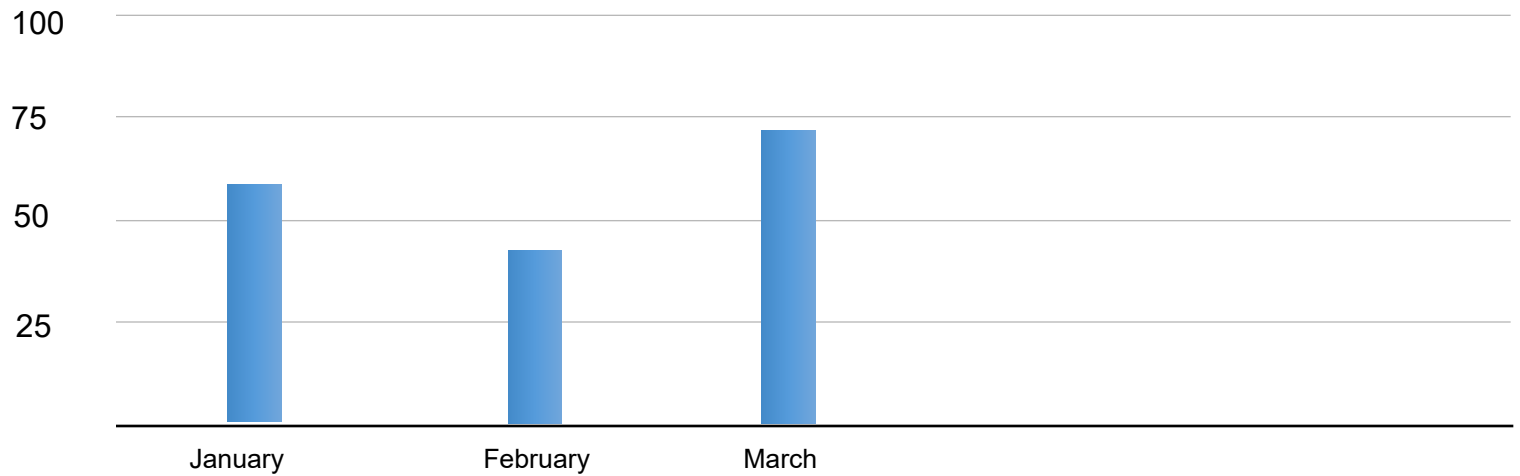
\*The total calls for service include all priorities, event entries, and officer initiated calls.



**Mar 2022**

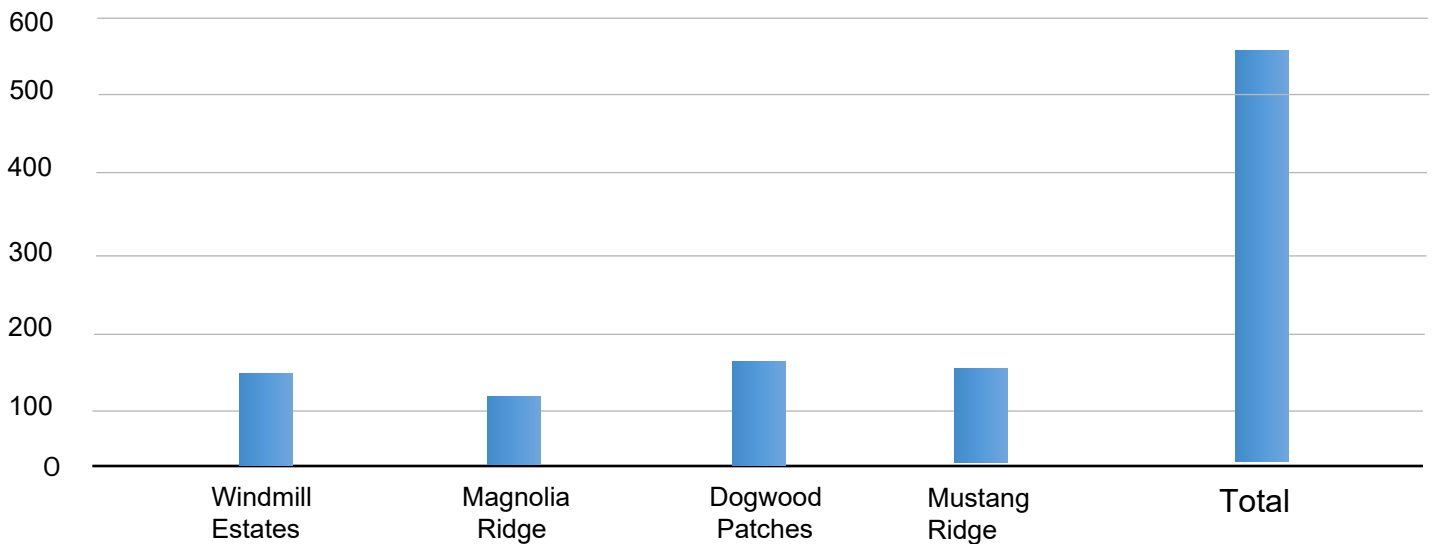
## OFFENSE REPORTS

	<i>February</i>	<i>March</i>
<b>Report Totals</b>	44	71



## RESIDENTIAL PATROLS

	<i>Windmill Estates</i>	<i>Magnolia Ridge</i>	<i>Dogwood Patches</i>	<i>Mustang Ridge</i>
<b>February</b>	115	136	115	81
<b>March</b>	146	115	156	153



**Mar 2022**

## CALL TOTALS

OFFENSES	February	March	MONTHLY CHANGE
Burglary of a Vehicle	2	1	-1
Burglary of a Building	0	2	+2
Burglary of a Habitation	0	0	-
Theft	1	5	+4
Fraud/Forgery	2	1	-1
Criminal Mischief	2	2	-
Robbery	0	0	-
Assault/Family Violence	1	3	+2
Death Investigation	1	1	-
Sexual Assault	0	0	-
Motor Vehicle Crash	15	20	+5
Alarms	11	18	+7
Medical calls	7	13	+6
Welfare Checks	11	8	-3
Disturbances	1	1	-
Assist Outside Agency	18	10	-8
Narcotics	5	4	-1
DWI	7	5	-2
Suspicious Person/Vehicle	6	25	+19

## CRIMINAL ARRESTS

	February	March	MONTHLY CHANGE
<b>TOTAL ARRESTS</b>	17	14	-3
<b>NARCOTICS</b>	5	4	-1
<b>DWI</b>	7	5	-2

## TRAFFIC CONTACTS BY RACE

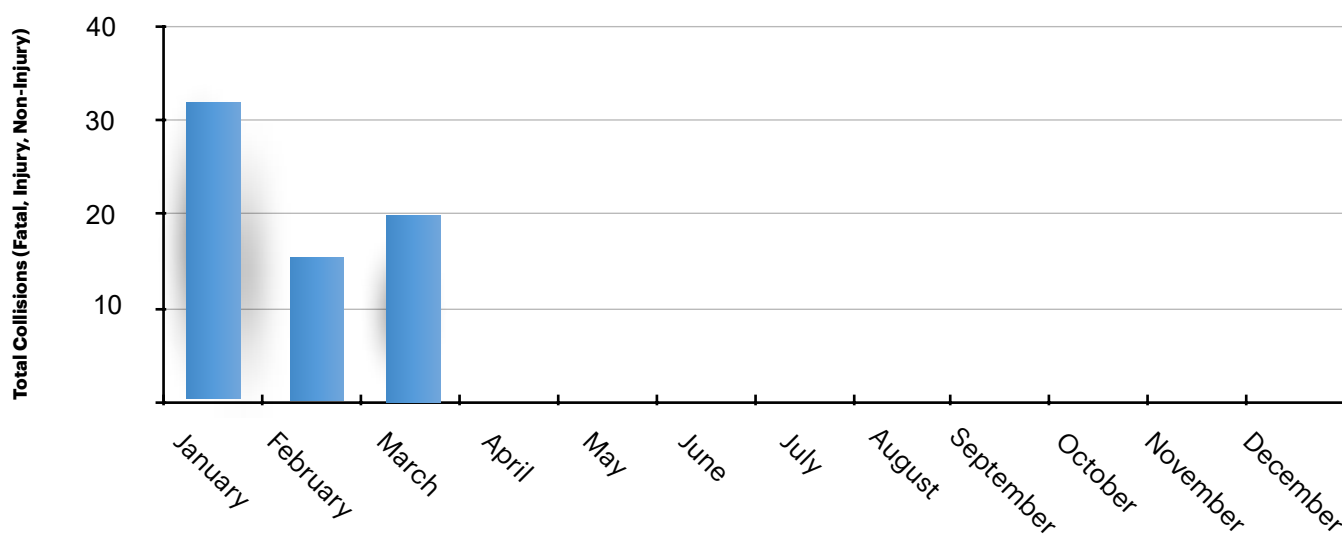
	Asian Pacific	Black	Hispanic	Alaskan Indian	White
<b>February</b>	6	25	86	0	239
<b>March</b>	12	40	166	0	378
<b>Change</b>	+6	+15	+80	-	+139



## TRAFFIC CRASHES

	February	March	MONTHLY CHANGE
Fatal	0	0	-
Injury	1	4	+3
Non-Injury	14	16	+2

## TRAFFIC CRASH TREND 2022



## TRAFFIC ENFORCEMENT

	February	March	MONTHLY CHANGE
FM 1488	176	282	+106
FM 1774	56	145	+89
Magnolia Blvd	66	217	+151
Buddy Riley	48	67	+19
Nichols Sawmill	18	35	+17
Total Violations	381	740	+359

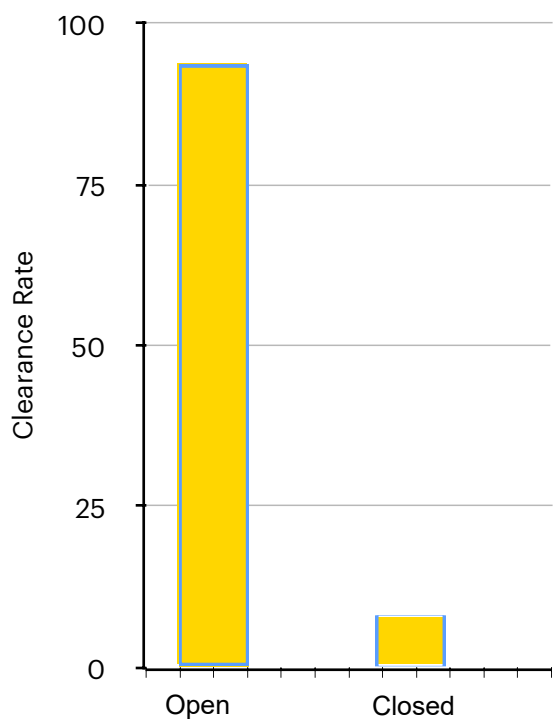
## COMMERCIAL PATROLS

	February	March
Business Checks	669	835
Business Contacts	32	32
Totals	701	867

## CRIMINAL INVESTIGATIONS

	February	March	MONTHLY CHANGE
Assault	0	0	-
Sexual Assault	0	0	-
Robbery	0	0	-
Death	0	0	-
<b>Persons Crime Totals</b>	<b>0</b>	<b>0</b>	<b>-</b>
Burglary-Building	0	2	+2
Burglary-Vehicle	1	1	-
Burglary-Habitation	0	0	-
Theft	1	3	+2
Hit and Run Crashes	0	0	-
Financial Crime	4	1	-3
Criminal Mischief	1	1	-
Arrests/Warrants	8	4	-4
<b>Property Crime Totals</b>	<b>7</b>	<b>8</b>	<b>+1</b>

## Case Clearance Rates



	February	March	MONTHLY CHANGE
<b>Total Offenses</b>	7	11	+4
<b>Cleared</b>	1	1	-
<b>Monthly Clearance Rate</b>	14%	9%	

# Call Type Report

## MAGNOLIA POLICE DEPARTMENT

From: 03/01/2022

To: 03/31/2022

Call Type Description	Number of Calls
911 Hang up	1
Abandoned Vehicle	1
Administration	18
Alarm	18
Arrest-Class A	5
Arrest-Class B	4
Arrest-Felony	5
Arrest-Warrant	1
Assault	1
Assault-Family Violence	3
Assault-Sexual	2
Assist Magnolia PD	78
Assist Outside Agency	10
ATL/BOLO	3
Building Check	4
Burglary-Building	3
Burglary-Vehicle	1
Business Check	835
Business Contact	32
Civil	3
Commercial Patrol	4
Courtesy Transport	1
Criminal Mischief	2
Criminal Trespass	1
Disturbance Past	1
DOA	1
Fraud	1

# Call Type Report

## MAGNOLIA POLICE DEPARTMENT

From: 03/01/2022

To: 03/31/2022

Call Type Description	Number of Calls
Information	42
Investigation	1
K9 narcotics deployment	2
K9 training	3
Medical Call	13
Motorist Assist	2
MVA-Major	4
MVA-Minor	16
Noise Disturbance	2
Open Door	1
Residential Patrol-Dogwood Patches	156
Residential Patrol-Magnolia Ridge	153
Residential patrol-Mustang Ridge	115
Residential Patrol-Windmill Estates	146
Routine Patrol	136
SELECT	13
Suspicious Person	12
Suspicious Vehicle	13
Theft-Felony	5
Towed Vehicle	1
Traffic Hazard	9
Training	2
Unity Park Patrol	52
Vacation Watch	4
Vehicle Disturbance	2
Welfare Check	8

**Arrest Report Count**  
**MAGNOLIA POLICE DEPARTMENT**  
**From: 01/01/2022 To: 03/31/2022**

[illegible]



## City Administrator's Report for April 12, 2022

Every day is a new adventure here in Magnolia! Here is a partial list of some of my recent activities since the last City Council Meeting:

03/04 Met with local Developer

03/04 Teleconference with Grant Works

03/07 Met with City Engineer concerning grant administration

03/08 Pre-Con for Nichol Sawmill Sewer Line Extension Phase 3

03/09 Met with Paving Contractor

03/09 Met with City Engineer concerning CIP

03/09 Met with Sewer System I & I Contractor

03/15 Met with Contractor on site at new HEB

03/18 Teleconference with City Engineer

03/22 Met with Staff concerning street signs

03/22 Met with City Engineers and Phase 3 Contractor

03/22 Met with City Engineers concerning Transportation Plan

03/23 Met with local Developers

03/23 Met with City Engineer

03/24 Attended Chamber of Commerce meeting

03/24 Met with City Engineer and Planning Consultant

03/24 Attended P & Z meeting

03/28 Met with local City Administrators and Managers

3/30 Teleconference with local Electric Provider

03/31 Teleconference with City Attorney and Planning Consultant

04/01 Pre-Con with local Developer

04/05 Met with local Developer

04/05 Met with new local Developers

I have attached a 2 - page Financial Summary

Don Doering

**City of Magnolia  
Financial Summary  
March 31, 2022  
50% of Fiscal Year**

	<b>Budgeted</b>	<b>Actual</b>	<b>Percent</b>
<b>General Fund</b>			
Revenue	\$4,457,243	\$3,729,721	84%
Expenses	\$4,429,496	\$2,112,131	48%
<b>Water &amp; Sewer Fund</b>			
Revenue	\$10,195,537	\$3,599,608	35%
Expenses	\$3,788,774	\$1,621,740	43%
<b>Capital Projects Enter.</b>			
Revenue	\$1,936,137	\$0	0%
Expenses	\$3,596,622	\$3,082,484	86%
<b>Debt Service</b>			
Revenue	\$786,235	\$739,435	94%
Expenses	\$785,718	\$112,295	14%
<b>4B Community Dev.</b>			
Revenue	\$506,000	\$332,575	66%
Expenses	\$379,018	\$108,500	29%
<b>4A Economic Dev.</b>			
Revenue	\$803,000	\$664,890	83%
Expenses	\$96,152	\$57,126	59%
<b>Red Light Camera</b>			
Revenue	\$0	\$15	100%+
Expenses	\$50,000	\$34,982	70%
<b>445 Road Repair</b>			
Revenue	\$412,000	\$332,773	81%
Expenses	\$300,000	\$930	0%
<b>Hotel/Motel Occup.</b>			
Revenue	\$40,000	\$32,683	82%
Expenses	\$40,000	\$12,829	32%
<b>MC Security Fund</b>			
Revenue	\$7,000	\$4,821	69%
Expenses	\$5,000	\$2,962	59%

**City of Magnolia**  
**Financial Summary**  
**March 31, 2022**  
**50% of Fiscal Year**

	Budgeted	Actual	
<b>MC Tech. Fund</b>			
Revenue	\$9,000	\$5,448	61%
Expenses	\$8,100	\$5,390	67%
<b>Scofflaw</b>			
Revenue	\$0	\$0	0%
Expenses	\$0	\$0	0%
<b>In-Kind Franchise</b>			
Revenue	\$0	\$3,915	100%+
Expenses	\$0	\$0	0%
<b>Capital Projects</b>			
Revenue	\$0	\$0	0%
Expenses	\$0	\$0	0%
<b>Magnolia Ridge PID</b>			
Revenue	\$124,315	\$121,534	98%
Expenses	\$117,495	\$46,248	39%
<b>Seized Property</b>			
Revenue	\$0	\$11,700	100%+
Expenses	\$0	\$0	0%
<b>Judicial Efficiency</b>			
Revenue	\$200	\$359	180%
<u>Expenses</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
<b>Total Revenue</b>	<b>\$19,276,667</b>	<b>\$9,579,477</b>	<b>50%</b>
<b>Total Expenses</b>	<b>\$13,596,375</b>	<b>\$7,197,617</b>	<b>53%</b>
<b>Total Rev - Capital P.</b>	<b>\$17,340,530</b>	<b>\$9,579,477</b>	<b>55%</b>
<b>Total Exp. - Capital P.</b>	<b>\$9,999,753</b>	<b>\$4,115,133</b>	<b>41%</b>

# City of Magnolia

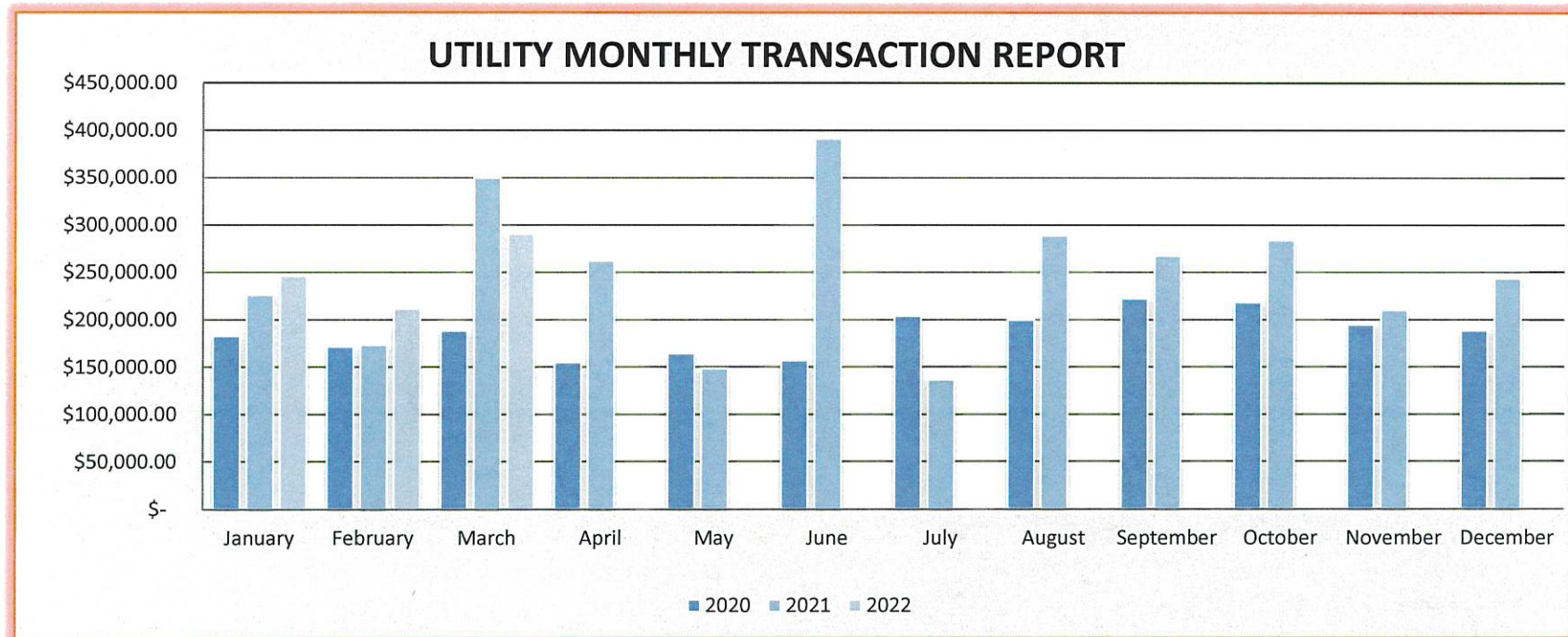
## Public Works Report

Mar-22

		# Worked/Completed		
AFTER HOURS CALLS		10		
Water leaks		10		
Water taps		38		
Sewer leaks		1		
Sewer taps		38		
Description		# Worked/Completed		
Hydrants/Blow-offs done		15		
Lift station CALLED IN REPAIRS		3		
Lift Station repairs by PW		1		
Street signs		4		
Street patching		8		
Unity Park PW events		0		
Unity Park PW Repairs		10		
Turn Off's/Turn On's		13	24	
Mowed	see	tracker	NONE	
Unity Park PW crew Workorders		20		
Work orders completed		145		
Shop work Description				
PD Vehicle repairs DAVID D.		0		
PD Oil changes DAVID D.		5		
PW Work Orders		14		
PW Vehicle Oil changes		1		
TOTAL		20		
		This year	Last Year	
		Mar-22	Mar-21	Difference
Gallons pumped well#1		2,513.000	1,956.000	557.000
Gallons pumped well#2		2,393.000	1,663.000	730.000
Gallons pumped well#3		15,677.000	12,938.000	2,739.000
Total for the month for all 3		20,583.000	16,557.000	4,026.000
*Sewer plants inspected 7 days a week by law*				
		Current yr.	Last yr.	
		Mar-22	Mar-21	Difference
Treated gallons pumped plant#1		13,821.000	9,614.000	4,207.000
ALL METERS READ IN THOUSANDS				

### UTILITY MONTHLY TRANSACTION REPORT (does not include draft pmts)

Month	Payment Count	Amount	Month	Payment Count	Amount	% INCREASE
January-21	1124	\$ 226,510.88	January-22	1433	\$ 246,376.57	8.77%
February-21	1027	\$ 173,414.73	February-22	1434	\$ 211,985.98	22.24%
March-21	1358	\$ 350,005.32	March-22	1722	\$ 290,923.49	-16.88%
April-21	1166	\$ 262,288.95	April-22			-100.00%
May-21	977	\$ 148,332.19	May-22			-100.00%
June-21	1383	\$ 391,474.13	June-22			-100.00%
July-21	1261	\$ 136,619.42	July-22			-100.00%
August-21	1282	\$ 288,671.20	August-22			-100.00%
September-21	1317	\$ 267,150.94	September-22			-100.00%
October-21	1394	\$ 283,617.23	October-22			-100.00%
November-21	1291	\$ 210,024.35	November-22			-100.00%
December-21	1335	\$ 243,703.91	December-22			-100.00%
AVG	1243	\$ 248,484.44	AVG	1530	\$ 249,762.01	0.51%



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR FRANK PARKER	3/08/22	FRANK PARKER:REFUND	6.00
		TEXAS MUNICIPAL	3/14/22	TMRS	8,535.73
		INTERNAL REVENUE SERVICE	3/04/22	FEDERAL INCOME TAX W/H	6,177.97
			3/22/22	FEDERAL INCOME TAX W/H	6,402.12
			3/04/22	FICA WITHHOLDING	4,408.88
			3/22/22	FICA WITHHOLDING	4,461.57
			3/04/22	MEDICARE WITHHOLDING	1,031.12
			3/22/22	MEDICARE WITHHOLDING	1,043.43
		TX CHILD SUPPORT DISBURSEMENT UNIT	3/04/22	#201127387-0012459516 - HU	325.38
			3/22/22	#201127387-0012459516 - HU	325.38
			3/04/22	001227164411DCV19205-SMITH	219.23
			3/22/22	001227164411DCV19205-SMITH	219.23
			3/04/22	CAUSE#2014-22240 MANZO, JR	304.78
			3/22/22	CAUSE#2014-22240 MANZO, JR	304.78
		COMMUNITY IMPACT NEWSPAPER	3/08/22	COMM IMPACT MARCH 307 ACKE	390.00
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	4,232.69
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	3/24/22	ARC GIS VIEWER/CREATOR/LIC	600.00
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	3/08/22	RANCHO GRANDE PLAN REV 2/1	310.00
			3/08/22	MILL CRK TRIBUTARY #4 CLOM	1,683.75
			3/08/22	MAGN PLACE CHASE BANK RES	348.75
			3/08/22	CLEARWATER EXPRESS-PLAN RE	1,445.00
			3/08/22	MILL CRK ESTATES SEC 6 WSD	2,635.00
			3/08/22	WINDMILL ESTATES WSDP	2,015.00
			3/08/22	WINDMILL ESTATES-DRAINAGE	5,633.75
			3/08/22	ESCONDIDO SEC 5 PRELIM PLA	1,986.25
			3/08/22	ESCONDIDO GIRASOL STREET D	1,056.25
		GLOBE LIFE/LIBERTY NATIONAL	3/08/22	GLOBE LIFE PREMIUMS DUE 3/	397.64
		ICC GENERAL CODE, INC.	3/24/22	CODE OF ORDINANCES ON INTE	164.58
		AFLAC	3/24/22	AFLAC-MARCH PAYMENTS	338.44
				TOTAL:	57,002.70
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	TMRS	591.81
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	315.91
			3/22/22	FICA WITHHOLDING	351.05
			3/04/22	MEDICARE WITHHOLDING	73.88
			3/22/22	MEDICARE WITHHOLDING	82.10
		O'REILLY AUTOMOTIVE, INC	3/08/22	120027-DEFROST FAN-CODE TR	22.99
		AMERICAN EXPRESS	3/24/22	MEATING PLACE-COUNCIL MTG	259.80
			3/24/22	AMZN-KEYBOARD-CHRISTIAN	31.49
			3/24/22	ADOBE MONTHLY FEE	16.08
			3/24/22	ADOBE MONTHLY FEE	16.08
			3/24/22	LAND USE FUNDAMENTALS-GABL	75.00
			3/24/22	CHICKEN EXPRESS-ICE,TEA-CO	5.82
			3/24/22	RANCHO GRANDE-COUNCIL MT 3	221.95
		HEARST NEWSPAPERS,LLC	3/08/22	CONDITIONAL USE PERMIT HEA	83.00
			3/24/22	RE COND. USE PERMIT-AMEND	86.79
			3/24/22	RE AMEND CAP IMPR/IMPACT F	83.01
		BUREAU VERITAS NORTH AMERICA, INC.	3/08/22	41538 STAMPEDE STREAM DR	1,026.85
			3/08/22	535 BROKEN BOULDER	1,306.85
			3/08/22	41616 SORREL SPRING LN	1,105.95
			3/08/22	41522 STAMPEDE STREAM DR	1,297.75
			3/08/22	614 COYOTE CANYON	1,127.30
			3/08/22	41530 STAMPEDE STREAM	883.70
			3/08/22	135 COMBER RD	1,105.60
			3/08/22	310 PICKWICK GARDENS	1,194.85
			3/08/22	131 COMBER RD	1,016.35



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/08/22	314 PICKWICK GARDENS	1,029.30
			3/08/22	302 PICKWICK GARDENS	957.55
			3/08/22	115 HILLANDALE CT	400.00
			3/08/22	610 COYOTE CANYON	1,073.75
			3/08/22	127 COMBER RD	1,054.50
			3/08/22	111 COMBER RD	1,188.20
			3/08/22	617 COYOTE CANYON	1,363.55
			3/08/22	605 COYOTE CANYON	1,339.05
			3/08/22	531 BROKEN BOULDER	1,118.55
			3/08/22	529 BONNEVILLE LN	76.92
			3/08/22	1006 LOOKOUT LAKE	76.92
			3/08/22	103 CARRIAGE CT	76.92
			3/08/22	4531 STAMPEDE STREAM	1,071.30
			3/08/22	726 CRYSTAL CHARM	76.92
			3/08/22	40639 SORRELL SPRING	76.92
			3/08/22	207 BRANTLEY	289.29
			3/08/22	415 ROSEBANK RANCH	76.92
			3/08/22	1039 BRIGHTON ORCHARDS	76.92
			3/08/22	319 STABLEBROOK	76.92
			3/08/22	358 PICKWICH GARDENS	76.92
			3/08/22	203 GARNETTE	76.92
		LEONARD V SCHNEIDER IV dba	3/24/22	LILES PARKER-LEGAL FEES FE	9,052.90
		COMMUNITY IMPACT NEWSPAPER	3/08/22	COMM IMPACT MARCH CONDITIO	390.00
		ROSS, TANA	3/14/22	ROSS, TANA IN OFFICE SERVI	1,627.50
			3/14/22	ROSS, TANA REMOTE SERVICES	786.25
		STRAND ASSOCIATES, INC	3/25/22	ON-CALL ENGINEERING-FEB	192.50
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	2,000.62
		GREATAMERICAN FINANCIAL SRVCS	3/08/22	GREATAMERICAN FIN SVCS-ADM	226.67
		HUNT, CLYDE M	3/08/22	HUNT, CLYDE M FEBRUARY 20	2,000.00
		LOGMEIN COMMUNICATIONS, INC.	3/08/22	CONNECT BUNDLE PRO-MARCH S	174.42
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	3/24/22	ARC GIS VIEWER/CREATOR/LIC	300.00
		OPTIMUM COMPUTER SOLUTIONS, INC	3/24/22	COMPUTER TECH SUPPORT-FEB	812.50
		THE CHAPMAN FIRM PLLC	3/08/22	RE:NICHOLS/SAWM SEWER PH 3	671.00
			3/08/22	RE:TIMBERBROOK DRAINAGE PR	2,781.00
			3/08/22	RE:TRIPLE B SERVICES,LLP	93.00
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	3/08/22	GEN CONSULTATION THRU 2/19	24,779.30
			3/08/22	PERMITS & ROW APPLICATIONS	973.75
			3/08/22	RENEGOTIATE CONTRACT-AUDUB	1,645.00
			3/08/22	SB3 EMERG PREPAREDNESS PLA	8,580.24
			3/08/22	DRAINAGE IMPACT-FM1488 & F	4,521.25
		OPTIQUEST INTERNET SERVICES, INC.	3/08/22	REMOTE BACKUP/SPAM FILTERI	172.50
			3/24/22	OFFICE EMAIL HOSTING	183.66
		OFFICE DEPOT, INC.	3/24/22	SHARPIE S GEL PENS-CHRISTI	14.20
			3/24/22	STICKY NOTES,RUBBER BANDS	18.05
			3/24/22	MECHANICAL PENCILS	3.42
		SKELTON BUSINESS EQUIPMENT	3/24/22	FINANCE-COPIES	25.96
			3/24/22	ADMIN COLOR COPIES	86.65
			3/24/22	ADMIN B/W COPIES	64.53
		LAW ENFORCEMENT SYSTEMS,I	3/24/22	CODE VIOLATION NOTICES (10	68.00
		AT&T MOBILITY	3/24/22	CELL PHONE-CODE ENFORCEMEN	39.27
			3/24/22	CELL PHONES-ADMINISTRATOR	39.27
		PITNEY BOWES PURCHASE POWER	3/08/22	POSTAGE METER REFILL 3/8/2	145.00
			3/24/22	POSTAGE METER REFILL 3/17/	145.00
			3/24/22	POSTAGE REFILL REVERSAL CR	0.82-
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	3/08/22	PITNEY BOWES GLOBAL FINANC	183.87
TOTAL:					86,832.66

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
POLICE	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	TMRS	3,757.56
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	2,462.43
			3/22/22	FICA WITHHOLDING	2,391.19
			3/04/22	MEDICARE WITHHOLDING	575.90
			3/22/22	MEDICARE WITHHOLDING	559.24
		O'REILLY AUTOMOTIVE, INC	3/08/22	119212-S. SOTO	27.99
			3/08/22	119235-10QT MOTOR OIL	69.98
			3/08/22	119786-30QT OIL,OIL FILTER	327.90
			3/08/22	119786-BATTERY,CORE-#1903	176.95
			3/08/22	121296-OIL FILTER-#1201	3.61
			3/08/22	122986-BRAKE ROTOR,PADS #1	211.51
			3/08/22	123289-HUB ASSEMBLY (2) #1	347.39
			3/08/22	123289-BRAKE CLNR	33.48
		AMERICAN EXPRESS	3/24/22	AMZN-SPACE HEATER	29.99
			3/24/22	SUNOCO-FUEL	55.01
			3/24/22	OFFICE DEPOT-STAPLER,STAPL	54.70
			3/24/22	ADOBE ACROPRO SUBS	16.23
			3/24/22	MIDWAYUSA-WEAPONS TRNG	613.27
			3/24/22	QWIK PACK&SHIP-TRAINING	104.20
			3/24/22	ECHELON FRONT ONLINE	49.99
			3/24/22	WIXPAY'TS-MANZO TRAINING	256.25
			3/24/22	PAYPAL BONDS CUSTOM CREATI	53.16
			3/24/22	OFFICE DEPOT-GEL PENS	79.90
			3/24/22	SUNOCO-FUEL	63.20
			3/24/22	SUNOCO-FUEL	54.55
			3/24/22	ADOBE SYSTEMS	16.08
			3/24/22	AMZN-TIES	11.49
			3/24/22	AMZN-DVD'S	30.80
			3/24/22	QUENCH USA	98.00
			3/24/22	AMAZON PRIME MONTHLY SUBS	12.99
			3/24/22	WATER-COFFEE DELIV	18.39
			3/24/22	3BROS BAKERY-BIRTHDAY CAKE	59.99
			3/24/22	NTTA ONLINE-TOLL	13.73
		TEXAS POLICE CHIEFS ASSOC.	3/24/22	2022 TPCA ANN.CONF-MONTGOM	395.00
			3/24/22	SOTO-ANNUAL TPCA CONF-4/11	395.00
		COBAN TECHNOLOGIES, INC	3/24/22	LOW PROFILE MAG MOUNT (2)	100.00
		TLO, LLC	3/08/22	TLO-FEB 2022 USAGE	186.00
		W&G AUTO & INDUSTRIAL	3/08/22	626286-ALTERNATOR,CORE-#19	424.98
			3/08/22	626533-CORE DEP REFUND-#19	66.00-
		TEXAS COMMISSION ON LAW ENFORCEMENT	3/03/22	TCOLE-INSTRUCTOR CERT	35.00
			3/03/22	LANDRUM -FIREARMS INST CER	35.00
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	17,001.86
		GREATAMERICAN FINANCIAL SRVCS	3/08/22	GREATAMERICAN FIN SVCS-PD	226.67
		NEWBART PRODUCTS,INC.	3/08/22	ID BADGING SVCS-M REDDICKS	14.00
		THE GOODYEAR TIRE & RUBBER COMPANY	3/24/22	4 EAG ENFORCER TIRES/INST-	667.04
		VERIZON CONNECT NWF, INC	3/24/22	MONTHLY INTERNET SVC CHGS-	129.52
		OPTIMUM COMPUTER SOLUTIONS, INC	3/24/22	HOSTING-REMOTE B/U;X360 RE	315.00
			3/24/22	COMPUTER TECH SUPPORT-FEB	125.00
			3/24/22	OCS-TECH SERVICE - FEB	750.00
		OPTIQUEST INTERNET SERVICES, INC.	3/08/22	REMOTE BACKUP/SPAM FILTERI	258.75
			3/24/22	OFFICE EMAIL HOSTING	275.49
		GALL'S, LLC	3/08/22	CORTEZ BODY ARMOR	925.00
			3/08/22	NAME TAG-BLACKINTON	26.36
			3/08/22	PRODRY REV COAT W/HOOD SNA	160.89
			3/08/22	LINED WINDBREAKERS (3)	132.70
			3/08/22	LONE STAR HOTMARK HEAT PRE	15.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/08/22	P/D SHIELD LOGO HAT (2)	20.82
			3/24/22	CREDIT-LTWEIGHT TACTICAL P	79.18-
			3/24/22	LINED WINDBREAKER-J. CORTE	58.99
			3/24/22	REMOVE PATCHES-RT'D JACKET	26.35
			3/24/22	PERFORMANCE PRO POLO SHIRT	62.59
			3/24/22	CREDIT-PRODRY REV COAT	150.89-
			3/24/22	MENS L/S ZIPPERED SHIRT	62.50
			3/24/22	EMBROIDERY-J. CORTEZ	6.59
			3/24/22	BLACKINTON NAMETAGE-REDDIC	16.36
		SIRCHIE FINGER PRINT LABO	3/24/22	COLLECTION JARS,SWAB BOXES	50.30
		SKELTON BUSINESS EQUIPMENT	3/24/22	PD COLOR COPIES	51.90
			3/24/22	PD B/W COPIES	15.66
		AT&T MOBILITY	3/24/22	CELL PHONES-POLICE DEPT	<u>1,322.33</u>
			TOTAL:		36,629.63
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	T M R S	1,658.37
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	1,031.10
			3/22/22	FICA WITHHOLDING	1,076.98
			3/04/22	MEDICARE WITHHOLDING	241.15
			3/22/22	MEDICARE WITHHOLDING	251.86
		O'REILLY AUTOMOTIVE, INC	3/08/22	119235-SHOP TOWELS,BRUSHES	44.97
			3/08/22	119235-PENETRNT,LUBRICNT	45.93
			3/08/22	119235-PB BLASTER,WD-40	31.06
			3/08/22	120013-BATT CLNR,WIRE BRUS	32.71
			3/08/22	121871-BATTERY-HUMMER	196.98
			3/08/22	122682-2GAL CARWASH	12.98
			3/08/22	123289-BATTERY-ZERO TURN	162.33
			3/08/22	125051-OIL FILTERS,OIL-Z-T	105.60
			3/08/22	125051-LUBRICNT,TOGGLE CVR	35.96
			3/08/22	125053-OIL FILTER CREDIT-Z	7.99-
			3/08/22	126028-CAPSULE P/W #17	45.59
		AMERICAN EXPRESS	3/24/22	MAGNOLIA TIRE-P/W SILVERAD	20.00
			3/24/22	WALGREENS-BATTERIES	100.09
			3/24/22	REGISTERBLAST-BURT CL B TE	55.00
			3/24/22	SAM'S-HP 17.3" LAPTOP-BURT	553.00
			3/24/22	AMZN-SHARPIE S-GEL PENS	11.45
			3/24/22	AMZN-PENDAFLEX FOLDERS-P/W	9.87
			3/24/22	LOWE'S-SHOVEL,30-IN CLOGFR	101.92
			3/24/22	LOWE'S-CM 12-IN ALL STEEL	39.96
			3/24/22	LOWE'S-IRWIN 10-IN CURVE J	27.96
			3/24/22	LOWE'S-APEX 5-PC BOLT BITE	45.96
			3/24/22	LOWE'S-RECIP SAW	179.00
			3/24/22	LOWE'S-SALES TAX ON MINOR	32.57
			3/24/22	AMZN	21.60
		JK GRAPHICS, INC	3/24/22	INV 42172 PW31 DECAL	195.00
		W&G AUTO & INDUSTRIAL	3/08/22	625585-STARTER,CLAMPS-PW02	54.73
			3/08/22	625585-DC INVERTER-P/W02,0	91.49
			3/08/22	625801-SOCKET SET,SOCKET	147.98
			3/08/22	625907-TACTICAL GLOVES	25.00
			3/08/22	626075-LED 2PP2"-P/W26 TRL	6.99
			3/08/22	626286-SG BLA-P/W#31	8.29
			3/08/22	627235-PREMIUM DMM METER	189.00
			3/08/22	627567-REFLEXCS2 15LED-BL	347.99
			3/08/22	627567-DC INVERTER,WIRES-D	223.77
			3/08/22	627567-METAL CUTTING BLADE	30.48
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	11,003.41

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		MIDTEX OIL, L.P.	3/24/22	UNLD FUEL-3/3/22 DELIVERY	2,344.82
		HOSE TECH LLC	3/24/22	EXCAVATOR- REPAIR PARTS	95.48
		OPTIMUM COMPUTER SOLUTIONS, INC	3/08/22	OCS-WINDOWS FOR NEW LAPTOP	107.17
			3/24/22	COMPUTER TECH SUPPORT-FEB	437.50
		SUMMER ENERGY, LLC	3/24/22	151 COE RD-ST LTS	12.88
			3/24/22	151 COE RD-ST LTS	14.20
			3/24/22	151 COE RD-ST LTS	4.86
			3/24/22	151 COE RD-ST LTS	2,584.01
			3/24/22	538 SABINO SKY CT	21.56
		TARA ENERGY	3/24/22	151 COE RD-ST LTS	51.43
			3/24/22	TARA-151 COE RD-STREET LTS	5,608.59
		MAGNOLIA HARDWARE AND SUPPLY	3/08/22	145185-SNGL SIDED METAL KE	3.18
			3/08/22	145185-3/8" MANDREL, HOLES	25.98
			3/08/22	145230-NIPPLE GALV, STREET	19.55
			3/08/22	145230-COUPPLINGS, POWER BIT	8.76
			3/08/22	145232-BLADE RECIP 9"	18.99
			3/08/22	145358-MECHANIC GLOVES (2)	41.48
			3/08/22	145528-MINI SCREWDRVR, KEY	49.98
			3/08/22	145539-PREM PIGSKN DRIV GL	15.99
			3/08/22	145572-STIHL SAW CHAIN (2)	45.98
			3/08/22	145617-2 RINGS, AIR FILTER	14.50
		OFFICE DEPOT, INC.	3/24/22	SHARPIE S GEL PENS	14.21
		UNIFIRST CORPORATION	3/08/22	PUBLIC WKS UNIFORMS CLEAN	925.43
		BROOKSIDE EQUIP. SALES, I	3/08/22	JOHN DEERE FUEL PUMP	160.40
		TRACTOR SUPPLY COMPANY	3/08/22	676483-IMPACT WRENCH, ORGAN	334.98
			3/08/22	676483-CLEAR GRIP, 3POXY, SY	17.47
			3/08/22	678564-DRAW PINS, BUSHING-T	21.97
			3/08/22	683019-ADJ SEAT-J DEERE TR	119.99
		AT&T MOBILITY	3/24/22	CELL PHONES-PUBLIC WORKS	592.28
				TOTAL:	32,201.71
MUNICIPAL COURT	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	TMRS	325.39
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	207.94
			3/22/22	FICA WITHHOLDING	204.25
			3/04/22	MEDICARE WITHHOLDING	48.63
			3/22/22	MEDICARE WITHHOLDING	47.77
		AMERICAN EXPRESS	3/24/22	OFF DEPOT-PAPER RETURN	36.99-
			3/24/22	AMZN-USB 3.0 PORTABLE	22.66
			3/24/22	STAMPS.COM	24.99
			3/24/22	USPS STAMPS	200.00
		ROSENQUIST, ROBERT	3/25/22	ROSENQUIST, ROBERT FEB 202	1,000.00
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	2,000.62
		OPTIMUM COMPUTER SOLUTIONS, INC	3/24/22	COMPUTER TECH SUPPORT-FEB	1,062.50
		OFFICE DEPOT, INC.	3/24/22	COPY PAPER - 2 CS	96.94
				TOTAL:	5,204.70
FINANCE	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	T M R S	286.40
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	221.12
			3/22/22	FICA WITHHOLDING	267.72
			3/04/22	MEDICARE WITHHOLDING	51.71
			3/22/22	MEDICARE WITHHOLDING	62.61
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	1,000.31
		MONTGOMERY CO APPRAISAL D	3/08/22	QTRLY BILLING DUE 3/1/2022	2,093.03
				TOTAL:	3,982.90
CITY SECRETARY	GENERAL FUND	TEXAS MUNICIPAL	3/14/22	T M R S	266.02

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	170.38
			3/22/22	FICA WITHHOLDING	170.38
			3/04/22	MEDICARE WITHHOLDING	39.85
			3/22/22	MEDICARE WITHHOLDING	39.85
		AMERICAN EXPRESS	3/24/22	SWEETWATER-CITY SEC MTING	28.64
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	1,000.31
		ICC GENERAL CODE, INC.	3/24/22	CODE OF ORDINANCES ON INTE	230.42
		MARK TURNBULL, COUNTY CLE	3/24/22	FA TO UDA/CH380 AGREEMENT	99.00
				TOTAL:	2,044.85
FACILITIES	GENERAL FUND	THOMAS M. ESTRADA	3/24/22	GEN CLEANING-2/20-3/20/22	1,150.00
		AMERICAN EXPRESS	3/24/22	SAM'S-TRASH BAGS,FABULOSO	177.28
		AT&T CORP	3/08/22	ETHERNET ACCESS 1/11-2/10/	694.47
		MITEL NETWORKS, INC.	3/08/22	MITEL PHONE SVC APRIL 2022	821.80
		SUMMER ENERGY, LLC	3/24/22	426 MELTON ST	6.95
			3/24/22	909 MAGNOLIA BLVD	5.59
			3/24/22	17603 1/2 FM 1488 RD	6.12
			3/24/22	110 CLEPPER ST	58.50
			3/24/22	17351 FM 1488 RD	9.43
			3/24/22	110 1/3 CLEPPER ST	33.31
			3/24/22	18111 BUDDY RILEY BLVD	2,036.46
			3/24/22	110 1/3 MAGNOLIA BLVD	76.88
			3/24/22	214 1/3 LEE ST	8.66
			3/24/22	17530 1/3 FM 1488 RD	11.09
		MAGNOLIA HARDWARE AND SUPPLY	3/08/22	145440-SHOE/BOOT SCRAPERS	49.98
		OFFICE DEPOT, INC.	3/24/22	COFFEE CREAMER,SUGAR	17.01
		UNIFIRST CORPORATION	3/08/22	UNIFIRST HOLDINGS, ADMIN	587.12
			3/08/22	UNIFIRST HOLDINGS, L.P.-CO	293.56
		AT&T MOBILITY	3/24/22	CELL PHONES-DATA ROOM	29.00
				TOTAL:	6,073.21
CITY COUNCIL	GENERAL FUND	HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	2,065.72
		AT&T MOBILITY	3/24/22	CELL PHONES-COUNCIL	235.62
				TOTAL:	2,301.34
PARKS	GENERAL FUND	AMERICAN EXPRESS	3/24/22	NEWTECHBIO-BIOL.POND DIGES	296.00
			3/24/22	KULLY-PARK FOUNTAIN REPAIR	112.95
		TEXAS TIMBER RESOURCES, LLC	3/24/22	INV 126425-DECOMPOSED GRAN	190.30
			3/24/22	INV 198837-DECOMPOSED GRAN	88.68
			3/24/22	INV 7274-FINE COMPOST	244.11
			3/24/22	INV 7278-FINE COMPOST	324.48
			3/24/22	INV 7281-FINE COMPOST	163.74
		SUMMER ENERGY, LLC	3/24/22	120 6TH STREET	27.24
			3/24/22	901 CLOYD DR	234.18
		THOMAS DEAN	3/03/22	ELEC WORK-UNITY PK STORAG	14,065.00
		MAGNOLIA HARDWARE AND SUPPLY	3/08/22	145258-STIHL 2-CYCLE MIX O	16.01
			3/08/22	145258-BLADE RECIP, BLADE U	33.98
			3/08/22	145382-PRUNER HAND BYPASS,	21.05
			3/08/22	145392-BOLTS,NUT,WASHER	1.73
			3/08/22	145523-BATTERY AA 8PK	8.99
			3/08/22	145523-RAZOR KNIFE FOLDING	20.99
			3/08/22	145523-CONCRETE/MORTAR RPR	10.18
				TOTAL:	15,859.61
NON-DEPARTMENTAL	WATER	MISC. VENDOR G BROTHERS	3/08/22	G BROTHERS:REFUND	1,151.95
		TEXAS MUNICIPAL	3/14/22	T M R S	299.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	3/04/22	FEDERAL INCOME TAX W/H	95.22
			3/22/22	FEDERAL INCOME TAX W/H	76.64
			3/04/22	FICA WITHHOLDING	160.74
			3/22/22	FICA WITHHOLDING	148.93
			3/04/22	MEDICARE WITHHOLDING	37.59
			3/22/22	MEDICARE WITHHOLDING	<u>34.83</u>
				TOTAL:	2,005.55
WATER	WATER	TEXAS MUNICIPAL	3/14/22	TMRS	241.72
		LONE STAR GROUNDWATER	3/08/22	QTRLY OPERATING PERMIT FEE	2,863.08
			3/08/22	QTRLY HISTORICAL PERMIT FE	2,725.67
		INTERNAL REVENUE SERVICE	3/04/22	FICA WITHHOLDING	160.74
			3/22/22	FICA WITHHOLDING	148.93
			3/04/22	MEDICARE WITHHOLDING	37.59
			3/22/22	MEDICARE WITHHOLDING	34.83
		O'REILLY AUTOMOTIVE, INC	3/08/22	123860-BATTERY,MAINTAINER	113.21
			3/08/22	126679-TOWELS,FILTER WRENC	41.47
			3/08/22	126679-ORIGINAL GLO-LIFT S	19.99
		CITY OF MAGNOLIA (MISC.)	3/08/22	FEBRUARY 2022 USAGE DIFF	10,452.40
			3/08/22	JANUARY PENALTIES	4,427.58
		AMERICAN EXPRESS	3/24/22	AMZN-KEYBOARD,MOUSE-CRYSTA	34.98
			3/24/22	AMZN-RECEIPT PRINTER-LACEY	294.00
		CHLORINATOR MAINT. CO., INC.	3/08/22	RELOC FLOWMETER CABLES-WWT	1,628.24
			3/24/22	REPL HYDRORANGER-MAG W WWT	3,160.68
			3/24/22	CHECK FLOWMETER-WWTP	1,984.24
		NORTH WATER DISTRICT LABORATORY SERVIC	3/08/22	NWDLS-WATER SAMPLES-FEB	1,744.00
		SJRA-GRP DIVISION	3/08/22	SJRA-FEBRUARY 2022 RPT	43,302.80
		WCA WASTE SYSTEMS, INC.	3/08/22	FEBRUARY 2022 TRASH SERVI	16,324.32
		ACCURATE METER & BACKFLOW, LLC	3/24/22	RESEALED WELL METER REGIST	450.00
		HUMANA HLTH PLN TEXAS	3/24/22	HUMANA HLTH PLN TEXAS	2,000.62
		G J BORING & CONSTRUCTION SERVICES, IN	3/08/22	G J BORING & CONS-118 SARA	2,200.00
		AUTOZONE, INC	3/08/22	NITRILE MECHANIX WEAR GLVS	89.97
			3/08/22	NITRILE DISPOSABLE GLVS	29.99
		AOS TREATMENT SOLUTIONS, LLC	3/08/22	PHOSPHATE BLEND WP#1	1,485.00
			3/08/22	PHOSPHATE BLEND WP#2	1,350.00
		TEX TRAINING	3/08/22	WATER DISTR CLASS-BUNDY 3/	195.00
		VULCAN CONSTRUCTION MATERIALS, LLC	3/08/22	BASE A-2 BROWNWOOD-WWTP	738.52
		LLOYD GOSSELINK ROCHELL & TOWNSEND, PC	3/08/22	RE: IMPACT FEES-THRU JAN	475.75
			3/08/22	RE: IMPACT FEES-THRU JAN	475.75
		COBURN SUPPLY COMPANY, INC	3/24/22	UNIVERSAL CLAMP COUPLING (	580.00
		WEIRICH, LLC	3/24/22	PUMP LFT STAT-ROLLING HILL	225.00
		HOSE TECH LLC	3/24/22	25' PVC WATER SUCTION HOSE	98.00
			3/24/22	25' PVC WATER SUCTION HOSE	97.99
			3/24/22	STRAINER BASKET	15.17
			3/24/22	STRAINER BASKET	15.18
		FORTILINE, INC	3/08/22	12X2 IP 101NS SDL 12.-13.2	622.00
			3/08/22	8X2 IP 101NS SDL 8.63-9.80	502.40
		MONT CO MUD#165 /ALLEN BOONE HUMPHRIES	3/08/22	FORESTAR-MILL CRK RES CONN	50.00
		OPTIMUM COMPUTER SOLUTIONS, INC	3/24/22	COMPUTER TECH SUPPORT-FEB	125.00
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	3/08/22	SANITARY SEWER OVERFLOW IN	25,252.45
			3/08/22	RPM TRACT HYDROLOGY IMPACT	2,371.25
			3/08/22	CAP PROJ-CLEAN WATER FND A	1,801.25
		DUKE'S ROOT CONTROL, INC	3/24/22	I&I MICRODETECTION SERVICE	2,600.00
		SUMMER ENERGY,LLC	3/24/22	114 1/3 LEE ST	20.30
			3/24/22	140 KELLY RD	14.34
			3/24/22	42130 1/2 FM 1774 RD	47.53

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/24/22	217 LEE ST	40.78
			3/24/22	30910 NICHOLS SAWMILL RD	4,126.94
			3/24/22	731 LITTLE TWIG LN	4.75
			3/24/22	299 MAGNOLIA RIDGE BLVD	157.09
			3/24/22	312 EDWARDS DR	6.89
			3/24/22	31641 HANKS RD	14.68
			3/24/22	407 MELTON ST	79.56
			3/24/22	105 ROY ST	73.89
			3/24/22	17703 WINDWARD	85.82
			3/24/22	19013 FM 1488 RD	5.18
			3/24/22	38851 SPUR 149 RD	93.44
			3/24/22	423 MAGNOLIA BLVD	6.33
			3/24/22	18103 LOOKOUT LANE	45.92
			3/24/22	15683 FM 1488 RD	456.65
			3/24/22	743 1/2 KELLY RD	4,128.44
			3/24/22	30910 1/3 NICHOLS SAWMILL	35.87
			3/24/22	17509 LITTLE BOUGH LN	16.88
			3/24/22	819 CLOYD DR	122.59
			3/24/22	623 1/2 KELLY RD	205.55
			3/24/22	105 ELM ST	2,175.69
			3/24/22	555 MAGNOLIA RIDGE BLVD	78.80
		MONT CO MUD#174/ALLEN BOONE HUMPHRIES,	3/08/22	ESCONDIDO RES CONN 02/22	110.00
		JOHN EDWARDS	3/08/22	30910 NICHOLS SAWMILL BLDG	18,998.00
		MAGNOLIA HARDWARE AND SUPPLY	3/08/22	145186-CERAMIC HEATER AIR	53.99
			3/08/22	145197-HEAT CABLE PIPE 12	44.99
			3/08/22	145197-PIPE HEATING CABLE	39.99
			3/08/22	145198-TAPE DUCT BLACK	11.98
			3/08/22	145241-PIPE PVC SCH40	36.99
			3/08/22	145323-CPLGS,BUSHINGS,PIPE	23.53
			3/08/22	145373-CPLE,BUSHING,ADAPTE	4.37
			3/08/22	145373-HOSE SAVER,CEMENT,P	15.78
			3/08/22	145502-CPLING 3/4" SXS PVC	1.77
			3/08/22	145550-COUPLE COMPRESS PVC	25.99
			3/08/22	145562-ELBOW 45DEG 4"PVC-S	8.58
			3/08/22	145619-CPLG COMP 2" PVC DR	19.98
		OFFICE DEPOT, INC.	3/24/22	HIGHLIGHTERS,INK CARTRIDGE	75.42
		NEIL TECHNICAL SERVICES CORP.	3/24/22	WEINMAN BOOSTER PUMP #3-KE	12,750.00
			3/08/22	CK ELEC OUTLETS-ELM ST W/P	1,099.00
		DXI INDUSTRIES, INC.	3/24/22	DXI-CHLORINE CYLINDERS	220.00
		K-3 RESOURCES, LP	3/24/22	K-3 SLUDGE HAULING 2/16-2/	10,725.00
		TYLERWORKS, INCODE DIVISION	3/24/22	TYLER TUTORING-LACEY B.	300.00
		AT&T MOBILITY	3/24/22	CELL PHONES-UTILITIES	39.27
		ALWAYS ANSWER	3/08/22	ALWAYS ANSWER	173.78
			3/08/22	ALWAYS ANSWER 384 MINUTES	173.78
				TOTAL:	190,582.86
DEBT SVC-ENTERPRISE	CAPITAL PROJ-ENTER	HEARST NEWSPAPERS,LLC	3/08/22	NS SEWER PH 3 REBID PROJEC	1,106.00
		STRAND ASSOCIATES, INC	3/25/22	WWTP & SEWER CONSTR PHASE	9,775.70
			3/25/22	RPR SERVICES-THRU FEB	1,805.97
			3/25/22	FM1488 FORCE MAIN RELOC-FE	3,404.17
		ALLCO, LLC	3/24/22	PAY APP#21-WWTP EXPANS 2/2	277,144.36
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	3/08/22	WATER PLANT #3 SURVEYING	44,850.00
			3/08/22	WATER PLANT #3 THRU 2/19/2	31,000.00
			3/08/22	FM1774 WATER DISTR/SEWER E	4,737.50
		DL GLOVER, INC.	3/08/22	DL GLOVER, INC. APPL#2	249,754.56
		BALLAST POINT CONSTRUCTION, INC	3/16/22	BALLAST POINT CONST APPL 1	42,211.35



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/16/22	BALLAST POINT CONST APPL 2	<u>253,222.45</u>
				TOTAL:	919,012.06
4B / COMMUNITY DEV.	4B COMMUNITY DEV.	AMERICAN EXPRESS	3/10/22	GMPC 2/24 LUNCHEON -R STE	10.00
		4D SIGNWORX, LLC	3/10/22	ILLUMINATED CITY MESSAGE C	33,997.00
		LEONARD V SCHNEIDER IV dba	3/10/22	LEONARD V SCHNEIDER INV 22	203.50
		PATRICK O'CONNER & ASSOCIATES, LP	3/10/22	APPRAISAL -COMMERCE ST	1,800.00
		CIVICPLUS, LLC	3/10/22	1/2 ANNUAL REN EDC SITE	1,443.75
		STEELE, RACHEL	3/10/22	STEELE, RACHEL INV 125 2/2	4,583.33
		BIG ASS HOLDING, LLC	3/04/22	FANS FOR UNITY PARK PAVILI	<u>18,736.09</u>
				TOTAL:	60,773.67
4A / ECONOMIC DEV.	4A ECONOMIC DEV.	AMERICAN EXPRESS	3/10/22	2/24 GMPC LUNCHEON	10.00
		LEONARD V SCHNEIDER IV dba	3/10/22	LEONARD V SCHNEIDER INV 22	814.00
		CIVICPLUS, LLC	3/10/22	CIVICPLUS, LLC ANNUAL 3/20	1,443.75
		STEELE, RACHEL	3/10/22	STEELE, RACHEL INV 124	4,583.33
		BRITTON TYSON SERVICES	3/10/22	BRITTON TYSON SERV DUMP PI	<u>250.00</u>
				TOTAL:	7,101.08
ATS-RED LIGHT CAMERA	ATS-RED LIGHT CAME	MIDTEX OIL, L.P.	3/14/22	UNLD GASOLINE-3/3/22 DELIV	<u>5,471.26</u>
				TOTAL:	5,471.26
MC TECHNOLOGY FUND	MC TECHNOLOGY FUND	LEXISNEXIS RISK SOLUTIONS	3/08/22	LEXISNEXIS RISK SOLUTIONS	93.50
		CERTIFIED LANGUAGES INTERNATIONAL	3/08/22	CERTIFIED LANGUAGES INTERN	14.00
		GREATAMERICAN FINANCIAL SRVCS	3/08/22	GREATAMERICAN FIN SVCS-COU	226.66
		OPTIQUEST INTERNET SERVICES, INC.	3/08/22	REMOTE BACKUP/SPAM FILTERI	86.25
			3/24/22	OFFICE EMAIL HOSTING	91.81
		SKELTON BUSINESS EQUIPMENT	3/24/22	COURT COLOR COPIES	151.90
			3/24/22	COURT B/W COPIES	<u>42.33</u>
				TOTAL:	706.45
===== FUND TOTALS =====					
01	GENERAL FUND				248,133.31
02	WATER				192,588.41
04	CAPITAL PROJ-ENTERPRISE				919,012.06
06	4B COMMUNITY DEV.				60,773.67
07	4A ECONOMIC DEV.				7,101.08
10	ATS-RED LIGHT CAMERA				5,471.26
19	MC TECHNOLOGY FUND				706.45
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	GRAND TOTAL:				1,433,786.24
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DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
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APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

## FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	REVENUE	0.00	0.00	0.00	0.00	0.00
	GENERAL AND ADMINISTRATIV	3,447,139.98	595,367.96	3,519,232.58	102.09 (	72,092.60)
	POLICE	4,000.00	0.00	26,680.49	667.01 (	22,680.49)
	STREETS	0.00	0.00	0.00	0.00	0.00
	COURTS	340,500.00	37,433.29	178,743.76	52.49	161,756.24
	CITY MARSHALL	0.00	0.00	0.00	0.00	0.00
	PROJECT REVENUE	0.00	0.00	0.00	0.00	0.00
	RESTRICTED ACCOUNTS	0.00	0.00	0.00	0.00	0.00
	INTRA-FUND TRANSFERS IN	<u>665,603.00</u>	<u>618.70</u>	<u>5,064.26</u>	<u>0.76</u>	<u>660,538.74</u>
***	TOTAL REVENUES ***	4,457,242.98	633,419.95	3,729,721.09	83.68	727,521.89
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

	CITY HALL / ADMIN	1,231,974.63	102,667.71	453,959.08	36.85	778,015.55
	POLICE	1,610,435.64	156,226.89	833,045.91	51.73	777,389.73
	PUBLIC WORKS	860,526.87	86,609.54	457,425.58	53.16	403,101.29
	MUNICIPAL COURT	180,443.91	15,167.99	90,515.27	50.16	89,928.64
	FINANCE	165,954.43	16,027.54	76,007.11	45.80	89,947.32
	CITY SECRETARY	128,125.67	10,289.09	49,070.88	38.30	79,054.79
	FACILITES	152,414.35	6,073.21	104,141.82	68.33	48,272.53
	CITY COUNCIL	35,120.00	2,301.34	16,178.27	46.07	18,941.73
	PARKS	<u>64,500.00</u>	<u>15,859.61</u>	<u>31,787.57</u>	<u>49.28</u>	<u>32,712.43</u>
***	TOTAL EXPENDITURES ***	4,429,495.50	411,222.92	2,112,131.49	47.68	2,317,364.01
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	27,747.48	222,197.03	1,617,589.60	829.68	( 1,589,842.12)
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

## 01 -GENERAL FUND

## REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE</u>						
40005	TRANSFER TO/FROM FUND 5	0.00	0.00	0.00	0.00	0.00
40009	TRANSFER TO DSF-PROP TAX	0.00	0.00	0.00	0.00	0.00
40014	PROCEEDS TX GEN LAND OFF	0.00	0.00	0.00	0.00	0.00
40016	GRANT 4269 & 4272- APRIL 2016	0.00	0.00	0.00	0.00	0.00
40021	TX CLFRF GRANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUE		0.00	0.00	0.00	0.00	0.00

GENERAL AND ADMINISTRATIV

40102	Gen/Admin. Donations	0.00	343.00	943.00	0.00	( 943.00)
40102.06	COMMUNITY EVENTS	0.00	1,104.99	1,104.99	0.00	( 1,104.99)
40104	Liquor License Fee	500.00	0.00	87.50	17.50	412.50
40105	Ad Valorem Tax Revenue	426,139.98	( 79,956.33)	438,572.81	102.92	( 12,432.83)
40105.01	Ad Valorem -Magnolia Ridge PI	0.00	0.00	0.00	0.00	0.00
40106	Penalty and Interest	0.00	0.00	0.00	0.00	0.00
40107	Mix Beverage Tax Revenue	25,000.00	2,427.99	15,198.48	60.79	9,801.52
40109	HB 445 1/4 % Sales Tax	0.00	0.00	0.00	0.00	0.00
40110	Wrecker Permit Fees	1,000.00	0.00	0.00	0.00	1,000.00
40111	4A Sales Tax Revenue 1/2%	0.00	0.00	0.00	0.00	0.00
40114	4B Sales Tax Revenue 1/4	0.00	0.00	0.00	0.00	0.00
40115	Misc.-Tax Assessor-Collector	0.00	164.23	164.23	0.00	( 164.23)
40116	Sales Tax Revenue	1,800,000.00	174,315.20	1,327,343.24	73.74	472,656.76
40117	Misc. Income	5,000.00	3,410.32	9,240.06	184.80	( 4,240.06)
40117.01	UNITY PARK RENTAL	4,000.00	970.00	( 329.22)	8.23-	4,329.22
40118	License and Permits	900,000.00	429,034.26	1,558,809.30	173.20	( 658,809.30)
40119	Sign Permit Revenue	2,500.00	1,080.00	3,840.00	153.60	( 1,340.00)
40120	Franchise Tax Revenue	260,000.00	55,724.30	146,633.19	56.40	113,366.81
40120.01	IN KIND FRANCHISE INCOME	4,000.00	0.00	0.00	0.00	4,000.00
40122	Interest Income / General Fun	0.00	0.00	0.00	0.00	0.00
40127	Rendition Penalty Fee/Mont. C	0.00	0.00	0.00	0.00	0.00
40128	Vehicle & Equip. Sales	0.00	0.00	0.00	0.00	0.00
40129	Sale of Assets	0.00	0.00	0.00	0.00	0.00
40133	Plat Fee Revenue	15,000.00	6,750.00	17,625.00	117.50	( 2,625.00)
40134	A/R- Engineering Fee Collecte	0.00	0.00	0.00	0.00	0.00
40135	MISC TAX- JR MOORE	0.00	0.00	0.00	0.00	0.00
40142	Proceeds-2017 TxDot SIB Loan	0.00	0.00	0.00	0.00	0.00
40199	DELINQ PROP TAX/PENALTIES/INT	<u>4,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,000.00</u>
TOTAL GENERAL AND ADMINISTRATIV		3,447,139.98	595,367.96	3,519,232.58	102.09	( 72,092.60)

POLICE

40203	Police Department Donations	0.00	0.00	2,500.00	0.00	( 2,500.00)
40204	Police Dept- Grants	0.00	0.00	7,500.00	0.00	( 7,500.00)
40205	Click it or Ticket it-Grant	0.00	0.00	0.00	0.00	0.00
40206	Grant-Impaired Driv Mobility	0.00	0.00	0.00	0.00	0.00
40207	Officer Safety Equip. Program	0.00	0.00	0.00	0.00	0.00
40208	Crime Stoppers Revenue	0.00	0.00	0.00	0.00	0.00
40209	Police Grant - TAPEIT	0.00	0.00	0.00	0.00	0.00
40220	Red Light Cameras	0.00	0.00	0.00	0.00	0.00

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

## 01 -GENERAL FUND

## REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
40223	SEIZED POLICE PROPERTY	2,000.00	0.00	0.00	0.00	2,000.00
40224	Asset Forfeitures	2,000.00	0.00	16,680.49	834.02	( 14,680.49)
40233	S.T.E.P. Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL POLICE		4,000.00	0.00	26,680.49	667.01	( 22,680.49)

## STREETS

40310	SETTING CULVERT FEES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL STREETS		0.00	0.00	0.00	0.00	0.00

## COURTS

40401	Summoning Jury Fee	0.00	0.00	0.00	0.00	0.00
40402	Indigent Defense Fee Income	0.00	0.00	0.00	0.00	0.00
40403	Judicial Fee / City	0.00	0.00	0.00	0.00	0.00
40404	Judicial Fee / County	0.00	0.00	0.00	0.00	0.00
40405	State Jury Fee	0.00	0.00	0.00	0.00	0.00
40407	OMNI Revenue	2,000.00	204.00	902.67	45.13	1,097.33
40409	Warrant Fee Revenue	20,000.00	2,339.76	9,888.86	49.44	10,111.14
40410	Traffic Fine Revenue	250,000.00	24,784.70	128,465.21	51.39	121,534.79
40411	Overpay Refunds (Court Fines)	0.00	0.00	0.00	0.00	0.00
40413	Bond Escrow/Bond Refund	35,000.00	3,610.90	22,878.65	65.37	12,121.35
40414	C.O.L.A.G.Y.	32,000.00	3,671.19	14,916.91	46.62	17,083.09
40416	Child Safety (School Zone)	0.00	50.00	87.50	0.00	( 87.50)
40417	Civil Justice Fee	0.00	0.00	0.00	0.00	0.00
40418	Arrest Fees	0.00	0.00	0.00	0.00	0.00
40419	Jury Fee	0.00	0.00	0.00	0.00	0.00
40420	Service of Peace Officer	0.00	0.00	0.00	0.00	0.00
40421	Trial Conviction Fee	0.00	0.00	0.00	0.00	0.00
40423	Bond	0.00	1,944.42	( 2,852.55)	0.00	2,852.55
40424	Truancy Prevention Fund-City	1,500.00	828.32	4,456.51	297.10	( 2,956.51)
40425	Truancy Prevention Fund-State	0.00	0.00	0.00	0.00	0.00
40430.01	CONTRA BAD DEBT ACCT.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COURTS		340,500.00	37,433.29	178,743.76	52.49	161,756.24

## CITY MARSHALL

40800	City Marshal Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CITY MARSHALL		0.00	0.00	0.00	0.00	0.00

## PROJECT REVENUE

40907	New City Park Property	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PROJECT REVENUE		0.00	0.00	0.00	0.00	0.00

## RESTRICTED ACCOUNTS

41100	TP-JE(Time Pmt Plan-Local) Re	0.00	0.00	0.00	0.00	0.00
41180	Muni Court Security Fund	0.00	0.00	0.00	0.00	0.00
41190	Muni Court Tech Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL RESTRICTED ACCOUNTS		0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>INTRA-FUND TRANSFERS IN</u>						
49902	Intra-Fund Transfer (02)	596,503.00	0.00	0.00	0.00	596,503.00
49903	Intra-Fund Transfer (03)	0.00	0.00	0.00	0.00	0.00
49904	TRANSFER WITH FUND 04	0.00	0.00	0.00	0.00	0.00
49906	Intra-Fund Transfer 4B (06)	35,198.00	421.84	3,207.99	9.11	31,990.01
49907	Intra-Fund Transfer 4A (07)	33,902.00	196.86	1,856.27	5.48	32,045.73
49910	Intra-Fund Trans(10)Red light	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTRA-FUND TRANSFERS IN		665,603.00	618.70	5,064.26	0.76	660,538.74
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*** TOTAL REVENUE ***		4,457,242.98	633,419.95	3,729,721.09	83.68	727,521.89
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

CITY HALL / ADMIN

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
501501	Salaries	211,700.00	17,086.49	83,774.89	39.57	127,925.11
501502	Car Allowance	6,000.00	692.31	3,000.01	50.00	2,999.99
501503	Overtime	0.00	0.00	71.33	0.00	( 71.33)
501504	Event Overtime	0.00	0.00	0.00	0.00	0.00
501505	Cell Phone Allowance	0.00	0.00	0.00	0.00	0.00
501506	Salary 4B	30,698.00	0.00	80.77	0.26	30,617.23
501507	Salary 4A	31,802.00	0.00	80.77	0.25	31,721.23
501515	Longevity	115.00	0.00	145.00	126.09	( 30.00)
501516	T.E.C.	540.00	0.00	470.00	87.04	70.00
501517	T.M.R.S.	12,526.96	591.81	4,067.39	32.47	8,459.57
501518	Worker's Comp.	656.13	0.00	179.32	27.33	476.81
501526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	18,005.58	75.00	6,001.86
501536	Payroll Tax (F.I.C.A.)	20,105.35	822.94	5,782.33	28.76	14,323.02
501543	Educ., Travel & Cert.	3,000.00	75.00	544.00	18.13	2,456.00
501547	Drug Test	100.00	0.00	0.00	0.00	100.00
501550	Dues & Memberships	<u>1,580.00</u>	<u>0.00</u>	<u>1,183.70</u>	<u>74.92</u>	<u>396.30</u>
TOTAL PERSONNEL SERVICES		342,830.88	21,269.17	117,385.09	34.24	225,445.79

CONTRACTUAL EXPENSES

501625	Maintenance & Repair Vehicles	2,000.00	22.99	104.48	5.22	1,895.52
501629	Inspection Services	240,000.00	21,719.44	122,987.01	51.24	117,012.99
501632	Consultant/Contract Services	53,700.00	4,413.75	23,330.25	43.45	30,369.75
501632.01	Contract-ST9 380 Agreement	300,000.00	0.00	0.00	0.00	300,000.00
501632.05	Contract-Realtor's Commission	35,000.00	0.00	0.00	0.00	35,000.00
501640	Legal	80,000.00	10,223.59	29,921.88	37.40	50,078.12
501640.01	Legal Fees-Disaster	0.00	0.00	0.00	0.00	0.00
501640.02	LEGAL - TX LEGISLATURE MONITO	30,000.00	0.00	0.00	0.00	30,000.00
501641	Accounting	18,135.00	0.00	8,000.00	44.11	10,135.00
501642	Appraisal District Fee	0.00	0.00	0.00	0.00	0.00
501643	Engineering	10,000.00	40,692.04	98,952.36	989.52	( 88,952.36)
501644	Delinquent Tax Attorney Fee	0.00	0.00	0.00	0.00	0.00
501645	Cost of Election	0.00	0.00	0.00	0.00	0.00
501670	Rental of Office Equipment	6,200.00	403.81	2,471.67	39.87	3,728.33
501673	Computer Software (S/W)	50,998.75	562.74	32,679.32	64.08	18,319.43
501674	Posting / Advertising	0.00	0.00	0.00	0.00	0.00
501677	Computer Asst (IT Services)	<u>15,000.00</u>	<u>812.50</u>	<u>4,153.75</u>	<u>27.69</u>	<u>10,846.25</u>
TOTAL CONTRACTUAL EXPENSES		841,033.75	78,850.86	322,600.72	38.36	518,433.03

MISCELLANIOUS EXPENSES

501744	Minor Equipment	1,000.00	78.54	1,801.81	180.18	( 801.81)
501750	Park Restroom Supplies	0.00	0.00	0.00	0.00	0.00
501751	Misc Expense - Prior Year	0.00	0.00	0.00	0.00	0.00
501760	Fuel	0.00	0.00	0.00	0.00	0.00
501766	Office Supplies	5,000.00	135.16	2,140.03	42.80	2,859.97
501768	Planning Comm. Expenses	15,900.00	552.80	4,530.23	28.49	11,369.77
501774	Phones & Communication Equip.	960.00	0.00	113.83	11.86	846.17
501775	Ref. Books, Reports, Subscrip	1,000.00	0.00	179.63	17.96	820.37



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

CITY HALL / ADMIN

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
501778	Flower Fund	750.00	40.56	40.56	5.41	709.44
501779	Morale/Welfare	<u>1,000.00</u>	<u>0.00</u>	<u>313.85</u>	<u>31.39</u>	<u>686.15</u>
	TOTAL MISCELLANIOUS EXPENSES	25,610.00	807.06	9,119.94	35.61	16,490.06

EXPENSES (Continued)

501800	Bank Fees	2,000.00	0.00	208.99	10.45	1,791.01
501801	Mayor/Council Christmas Recep	0.00	0.00	0.00	0.00	0.00
501806	City Administrator's Fund	3,000.00	487.57	1,427.98	47.60	1,572.02
501807	Community Special Events	14,000.00	0.00	606.12	4.33	13,393.88
501807.06	COMMUNITY EVENTS	0.00	780.00	780.00	0.00	( 780.00)
501810	Advertising	0.00	0.00	0.00	0.00	0.00
501833	Postage	3,500.00	473.05	1,830.24	52.29	1,669.76
501841	J.R. MOORE GEN	0.00	0.00	0.00	0.00	0.00
501888	Ad Val Trans to 2006 C/O's I&	0.00	0.00	0.00	0.00	0.00
501889	TRANSFER TO 2014 C/O'S I & S	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL EXPENSES (Continued)	22,500.00	1,740.62	4,853.33	21.57	17,646.67

CAPITAL EXPENSES

501919	City Hall Furnishing-Lease Pm	0.00	0.00	0.00	0.00	0.00
501920	Computer Equipment	0.00	0.00	0.00	0.00	0.00
501924	NEW CITY PARK	0.00	0.00	0.00	0.00	0.00
501999	DUE TO STATE PAYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00

TOTAL CITY HALL / ADMIN	1,231,974.63	102,667.71	453,959.08	36.85	778,015.55
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

## 01 -GENERAL FUND

## POLICE

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
502501	Salaries	1,032,060.00	115,814.38	483,282.93	46.83	548,777.07
502503	Overtime	29,000.00	3,540.42	24,852.58	85.70	4,147.42
502504	S.T.E.P. Overtime	0.00	0.00	0.00	0.00	0.00
502505	Cell Phone Allowance	0.00	0.00	0.00	0.00	0.00
502510	Salary Benefit Reimbursement	0.00	0.00	0.00	0.00	0.00
502515	Longevity	6,525.00	0.00	6,340.00	97.16	185.00
502516	T.E.C.	3,240.00	0.00	252.00	7.78	2,988.00
502517	T.M.R.S.	52,098.15	3,757.56	24,763.51	47.53	27,334.64
502518	Worker's Comp.	22,000.00	0.00	13,053.28	59.33	8,946.72
502526	Insurance (Med/Den/Life/Vis.)	204,063.24	17,001.86	116,645.65	57.16	87,417.59
502536	Payroll Tax (F.I.C.A.)	81,670.25	5,988.76	35,458.93	43.42	46,211.32
502543	Educ., Travel & Cert.	15,000.00	( 46.00)	15,808.32	105.39	( 808.32)
502544	State P.D. Education	0.00	1,833.72	680.05	0.00	( 680.05)
502547	Drug Test	1,200.00	0.00	184.00	15.33	1,016.00
502550	Dues, Promotions & Membership	3,333.95	12.99	2,770.91	83.11	563.04
502587	Texas BEST Practices	0.00	0.00	0.00	0.00	0.00
502588	Child Support	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		1,450,190.59	147,903.69	724,092.16	49.93	726,098.43

CONTRACTUAL EXPENSES

502604	Police Department Cell Phones	9,000.00	2,334.63	3,704.45	41.16	5,295.55
502605	UTILITIES/TELEPHONE	0.00	( 1,012.30)	0.00	0.00	0.00
502625	Maintenance & Repair/Vehicles	28,000.00	2,324.83	23,085.50	82.45	4,914.50
502630	Outside Services	2,500.00	125.90	11,877.16	475.09	( 9,377.16)
502633	Maint. & Repair/Building/Equi	0.00	0.00	0.00	0.00	0.00
502634	Maint. & Repair Office Equip.	500.00	0.00	0.00	0.00	500.00
502637	Radios	4,012.00	0.00	4,012.36	100.01	( 0.36)
502638	Harris Co. Contract-Radios	0.00	0.00	0.00	0.00	0.00
502640	Legal	0.00	0.00	0.00	0.00	0.00
502654	Capital Lease-Principal	0.00	0.00	0.00	0.00	0.00
502670	Copy Machine / Lease of O.E.	4,000.00	294.23	1,697.34	42.43	2,302.66
502672	Contractual Leases	0.00	0.00	0.00	0.00	0.00
502673	Computer Software	27,898.40	932.06	15,790.10	56.60	12,108.30
502677	IT Services	<u>14,000.00</u>	<u>1,190.00</u>	<u>6,166.25</u>	<u>44.04</u>	<u>7,833.75</u>
TOTAL CONTRACTUAL EXPENSES		89,910.40	6,189.35	66,333.16	73.78	23,577.24

MISCELLANIOUS EXPENSES

502744	Minor Equipment	10,844.65	29.99	5,313.55	49.00	5,531.10
502760	Fuel	0.00	239.19	547.53	0.00	( 547.53)
502762	Uniforms & Badges	9,500.00	1,298.08	12,139.80	127.79	( 2,639.80)
502763	Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00
502764	Impaired Driving Mobility Exp	0.00	0.00	0.00	0.00	0.00
502765	Expense -Tobacco Grant	0.00	0.00	0.00	0.00	0.00
502766	Office Supplies	7,200.00	427.04	4,604.09	63.95	2,595.91
502767	Safety Equipment	0.00	0.00	0.00	0.00	0.00
502768	Click It or Ticket Campaign	0.00	0.00	0.00	0.00	0.00
502769	Evidence Supplies	2,500.00	71.78	1,270.59	50.82	1,229.41

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

POLICE

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
502770	Special Operations	1,500.00	67.77	1,751.03	116.74	( 251.03)
502771	Citizens Police Academy	0.00	0.00	0.00	0.00	0.00
502772	Office Safety Equip Program	0.00	0.00	0.00	0.00	0.00
502773	SPECIAL OPERATIONS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL MISCELLANIOUS EXPENSES	31,544.65	2,133.85	25,626.59	81.24	5,918.06

EXPENSES (Continued)

502827	Fleet Insurance - TML	21,000.00	0.00	9,109.00	43.38	11,891.00
502828	Law Enforcement Liability	12,000.00	0.00	5,245.00	43.71	6,755.00
502830	Special Events	0.00	0.00	0.00	0.00	0.00
502833	Postage	<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>
	TOTAL EXPENSES (Continued)	33,200.00	0.00	14,354.00	43.23	18,846.00

CAPITAL EXPENSES

502920	Computer Equipment	0.00	0.00	0.00	0.00	0.00
502921	Radios	0.00	0.00	0.00	0.00	0.00
502922	Tasers	2,640.00	0.00	2,640.00	100.00	0.00
502924	Safety Vests	2,950.00	0.00	0.00	0.00	2,950.00
502951	Motor Vehicles	0.00	0.00	0.00	0.00	0.00
502954	Capital lease-Principal	0.00	0.00	0.00	0.00	0.00
502955	Capital Lease-Interest	0.00	0.00	0.00	0.00	0.00
502960	CAPITAL-OFFICE FURNITURE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	5,590.00	0.00	2,640.00	47.23	2,950.00

TOTAL POLICE	1,610,435.64	156,226.89	833,045.91	51.73	777,389.73
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

## 01 -GENERAL FUND

## PUBLIC WORKS

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
503501	Salary	401,493.00	52,101.30	212,651.97	52.97	188,841.03
503503	Overtime	10,000.00	2,181.53	8,543.12	85.43	1,456.88
503505	Cell Phone Allowance	0.00	0.00	0.00	0.00	0.00
503506	SALARY 4B	0.00	0.00	0.00	0.00	0.00
503515	Longevity	845.00	0.00	755.00	89.35	90.00
503516	T.E.C.	1,980.00	0.00	1,515.25	76.53	464.75
503517	T.M.R.S.	20,122.09	1,658.37	10,265.84	51.02	9,856.25
503518	Worker's Comp.	10,000.00	0.00	5,658.76	56.59	4,341.24
503526	Insurance (Med/Den/Life/Vis.)	132,040.92	11,003.41	77,066.00	58.37	54,974.92
503536	Payroll Tax (F.I.C.A.)	31,543.86	2,601.09	15,299.15	48.50	16,244.71
503543	Educ., Travel & Cert.	5,000.00	105.00	1,005.00	20.10	3,995.00
503547	Drug Test	500.00	0.00	210.00	42.00	290.00
503588	CHILD SUPPORT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		613,524.87	69,650.70	332,970.09	54.27	280,554.78

CONTRACTUAL EXPENSES

503602	Utilities/Water/Montgomery Co	0.00	0.00	0.00	0.00	0.00
503604	Electric (Street Lights)	35,000.00	8,297.53	18,510.74	52.89	16,489.26
503605	Cell Phones	5,280.00	592.28	1,963.85	37.19	3,316.15
503625	Maintenance & Repair/Vehicle	8,000.00	1,183.81	8,718.94	108.99	( 718.94)
503632	Contract/Consulting Services	4,500.00	437.50	437.50	9.72	4,062.50
503632.01	FEMA#4269 EXPENSE	0.00	0.00	0.00	0.00	0.00
503633	Maint & Repair Equip.-Heavy	4,000.00	736.55	1,082.68	27.07	2,917.32
503643	Engineering	0.00	0.00	0.00	0.00	0.00
503650	Mowing	20,000.00	45.98	4,115.06	20.58	15,884.94
503653	Ditch Renovations	0.00	0.00	0.00	0.00	0.00
503654	Road Repaving & Repair	0.00	0.00	0.00	0.00	0.00
503655	Street Signs & Flags	3,000.00	0.00	623.46	20.78	2,376.54
503663	Rental of Equipment	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>
TOTAL CONTRACTUAL EXPENSES		82,780.00	11,293.65	35,452.23	42.83	47,327.77

MISCELLANEOUS EXPENSES

503700	Gen Supplies	8,000.00	627.66	3,325.78	41.57	4,674.22
503744	Minor Tools & Equipment	13,000.00	1,747.28	8,595.51	66.12	4,404.49
503749	Street Supplies	1,000.00	0.00	0.00	0.00	1,000.00
503760	Fuel	35,000.00	2,344.82	12,855.03	36.73	22,144.97
503761	Tires and Tubes	3,000.00	20.00	1,600.00	53.33	1,400.00
503762	Uniforms & Badges	<u>9,500.00</u>	<u>925.43</u>	<u>4,660.94</u>	<u>49.06</u>	<u>4,839.06</u>
TOTAL MISCELLANEOUS EXPENSES		69,500.00	5,665.19	31,037.26	44.66	38,462.74

EXPENSES (Continued)

503801	Expense Reimbursement	0.00	0.00	0.00	0.00	0.00
503827	Fleet Insurance - TML	10,000.00	0.00	3,611.00	36.11	6,389.00
503831	Damage Claims	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		10,000.00	0.00	3,611.00	36.11	6,389.00

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

PUBLIC WORKS

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>CAPITAL EXPENSES</u>						
503940	Mowers & Edgers	0.00	0.00	0.00	0.00	0.00
503945	Other Equipment	0.00	0.00	25,930.00	0.00	( 25,930.00)
503951	Motor Vehicles	<u>84,722.00</u>	<u>0.00</u>	<u>28,425.00</u>	<u>33.55</u>	<u>56,297.00</u>
TOTAL CAPITAL EXPENSES		84,722.00	0.00	54,355.00	64.16	30,367.00
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TOTAL PUBLIC WORKS		860,526.87	86,609.54	457,425.58	53.16	403,101.29
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

MUNICIPAL COURT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
504501	Salaries	64,272.00	9,963.49	37,254.72	57.96	27,017.28
504503	Overtime	0.00	0.00	0.00	0.00	0.00
504515	Longevity	95.00	0.00	105.00	110.53	( 10.00)
504516	T.E.C.	360.00	0.00	28.14	7.82	331.86
504517	T.M.R.S.	3,141.11	325.39	1,702.11	54.19	1,439.00
504518	Worker's Comp.	164.28	0.00	80.44	48.97	83.84
504526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	14,955.64	62.30	9,051.80
504536	Payroll Tax (F.I.C.A.)	4,924.08	508.59	2,563.69	52.06	2,360.39
504543	Educ.,Travel & Cert.	2,000.00	0.00	400.00	20.00	1,600.00
504547	Drug Test	50.00	0.00	0.00	0.00	50.00
504550	Dues & Memberships	230.00	0.00	295.00	128.26	( 65.00)
504565	Security Fund Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		99,243.91	12,798.09	57,384.74	57.82	41,859.17

CONTRACTUAL EXPENSES

504600	Technical Fund Expense	0.00	0.00	0.00	0.00	0.00
504605	Utilities/Telephone/Internet	0.00	0.00	0.00	0.00	0.00
504632	Contract/Outside Services	13,000.00	1,000.00	5,000.00	38.46	8,000.00
504633	Maint. & Repair/Building/Equi	0.00	0.00	0.00	0.00	0.00
504640	Legal	12,000.00	0.00	9,086.90	75.72	2,913.10
504670	RENTAL OF OFFICE EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00
504673	Computer Software & Support	12,200.00	0.00	10,670.80	87.47	1,529.20
504677	Computer Asst. / IT Services	<u>2,000.00</u>	<u>1,062.50</u>	<u>2,093.75</u>	<u>104.69</u>	<u>( 93.75)</u>
TOTAL CONTRACTUAL EXPENSES		40,200.00	2,062.50	26,851.45	66.79	13,348.55

MISCELLANIOUS EXPENSES

504766	Office Supplies	2,500.00	82.61	2,392.78	95.71	107.22
504769	Office Equipment	2,500.00	0.00	2,413.99	96.56	86.01
504775	Ref. Books, Reports, Subscrip	<u>300.00</u>	<u>0.00</u>	<u>50.00</u>	<u>16.67</u>	<u>250.00</u>
TOTAL MISCELLANIOUS EXPENSES		5,300.00	82.61	4,856.77	91.64	443.23

EXPENSES (Continued)

504800	Bank Fees	500.00	0.00	0.00	0.00	500.00
504801	Misc. Expense Reimbursement	0.00	0.00	0.00	0.00	0.00
504802	2003-2008 BAD CHECK REIMBURSE	0.00	0.00	0.00	0.00	0.00
504803	Over/Short Cash	0.00	( 0.20)	38.40	0.00	( 38.40)
504810	Court Jurors	200.00	0.00	0.00	0.00	200.00
504812	OMNI	0.00	0.00	0.00	0.00	0.00
504814	C.O.L.A.G.Y.	33,000.00	0.00	0.00	0.00	33,000.00
504815	State Comptroller Fees	0.00	0.00	0.00	0.00	0.00
504817	TCLEOSE	0.00	0.00	0.00	0.00	0.00
504833	Postage	2,000.00	224.99	1,383.91	69.20	616.09
504845	JUDICIAL EFFICIENCY EXPENSE	0.00	0.00	0.00	0.00	0.00
504850	Security Fund Expense	0.00	0.00	0.00	0.00	0.00
504855	Technical Fund Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		35,700.00	224.79	1,422.31	3.98	34,277.69

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

MUNICIPAL COURT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
CAPITAL EXPENSES						
504920	Computer Equipment	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
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TOTAL MUNICIPAL COURT		180,443.91	15,167.99	90,515.27	50.16	89,928.64
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

FINANCE

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
505501	Salary	102,562.00	10,323.19	43,423.65	42.34	59,138.35
505503	Overtime	12,000.00	1,444.52	6,285.68	52.38	5,714.32
505506	SALARY 4B	2,400.00	276.93	1,200.03	50.00	1,199.97
505515	Longevity	900.00	0.00	900.00	100.00	0.00
505516	T.E.C.	540.00	0.00	0.00	0.00	540.00
505517	T.M.R.S.	3,897.27	286.40	1,928.55	49.48	1,968.72
505518	Worker's Comp	350.00	0.00	144.42	41.26	205.58
505526	Insurance (Med/Den/Life/Vis.)	12,003.72	1,000.31	7,002.17	58.33	5,001.55
505536	Payroll Tax (F.I.C.A.)	9,016.44	603.16	3,630.65	40.27	5,385.79
505543	Educ., Travel & Cert.	1,000.00	0.00	390.00	39.00	610.00
505547	Drug Test	35.00	0.00	0.00	0.00	35.00
505550	Dues & Memberships	<u>250.00</u>	<u>0.00</u>	<u>93.33</u>	<u>37.33</u>	<u>156.67</u>
TOTAL PERSONNEL SERVICES		144,954.43	13,934.51	64,998.48	44.84	79,955.95
<u>CONTRACTUAL EXPENSES</u>						
505632	Contract/Outside Services	0.00	0.00	0.00	0.00	0.00
505644	Appraisal District Fee	<u>9,000.00</u>	<u>2,093.03</u>	<u>4,515.04</u>	<u>50.17</u>	<u>4,484.96</u>
TOTAL CONTRACTUAL EXPENSES		9,000.00	2,093.03	4,515.04	50.17	4,484.96
<u>MISCELLANIOUS EXPENSES</u>						
505766	Office Supplies	1,000.00	0.00	289.80	28.98	710.20
505769	Office Equipment	3,000.00	0.00	0.00	0.00	3,000.00
505774	Communications Equip / Phones	0.00	0.00	0.00	0.00	0.00
505775	Ref. Books, Reports, Subscrip	<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>
TOTAL MISCELLANIOUS EXPENSES		4,200.00	0.00	289.80	6.90	3,910.20
<u>EXPENSES (Continued)</u>						
505800	Bank Fees	300.00	0.00	120.45	40.15	179.55
505805	Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00
505820	Surety & Fidelity Bonds	7,500.00	0.00	6,083.34	81.11	1,416.66
505883	Postage	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		7,800.00	0.00	6,203.79	79.54	1,596.21
TOTAL FINANCE						
		165,954.43	16,027.54	76,007.11	45.80	89,947.32
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

CITY SECRETARY

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
506501	Salary	66,950.00	7,725.00	33,475.00	50.00	33,475.00
506503	Overtime	0.00	0.00	0.00	0.00	0.00
506505	CELL PHONE ALLOWANCE	300.00	34.62	150.02	50.01	149.98
506506	Salary 4B	2,100.00	242.31	969.24	46.15	1,130.76
506507	Salary 4A	2,100.00	242.31	969.24	46.15	1,130.76
506515	Longevity	65.00	0.00	65.00	100.00	0.00
506516	T.E.C.	180.00	0.00	0.00	0.00	180.00
506517	T.M.R.S.	3,489.93	266.02	1,757.27	50.35	1,732.66
506518	Workers Comp.	171.12	0.00	33.20	19.40	137.92
506526	Insurance (Med/Den/Life/Vis.)	12,003.72	1,000.31	7,002.17	58.33	5,001.55
506536	Payroll Tax (F.I.C.A.)	5,470.90	420.46	2,515.37	45.98	2,955.53
506543	Educ., Travel & Cert.	1,000.00	28.64	592.98	59.30	407.02
506547	Drug Test	0.00	0.00	0.00	0.00	0.00
506550	Dues & Memberships	<u>495.00</u>	<u>0.00</u>	<u>290.00</u>	<u>58.59</u>	<u>205.00</u>
TOTAL PERSONNEL SERVICES		94,325.67	9,959.67	47,819.49	50.70	46,506.18
<u>CONTRACTUAL EXPENSES</u>						
506673	COMPUTER SOFTWARE (S/W)	1,000.00	230.42	230.42	23.04	769.58
506674	Posting & Advertising	<u>10,000.00</u>	<u>0.00</u>	<u>741.97</u>	<u>7.42</u>	<u>9,258.03</u>
TOTAL CONTRACTUAL EXPENSES		11,000.00	230.42	972.39	8.84	10,027.61
<u>MISCELLANIOUS EXPENSES</u>						
506766	Office Supplies	0.00	0.00	0.00	0.00	0.00
506769	Office Equipment	1,000.00	0.00	0.00	0.00	1,000.00
506773	Cost of Election	21,000.00	0.00	0.00	0.00	21,000.00
506774	Communication Equip./Telephon	0.00	0.00	0.00	0.00	0.00
506775	Magazines, Maps & Books	300.00	0.00	0.00	0.00	300.00
506777	Election Material	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANIOUS EXPENSES		22,300.00	0.00	0.00	0.00	22,300.00
<u>EXPENSES (Continued)</u>						
506833	Postage	0.00	0.00	0.00	0.00	0.00
506834	Recording Fees	500.00	99.00	279.00	55.80	221.00
506836	Printing	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		500.00	99.00	279.00	55.80	221.00
<u>CAPITAL EXPENSES</u>						
506960	CAPITAL-OFFICE FURNITURE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENSES		0.00	0.00	0.00	0.00	0.00
TOTAL CITY SECRETARY						
		128,125.67	10,289.09	49,070.88	38.30	79,054.79
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

FACILITES

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CONTRACTUAL EXPENSES</u>						
509602	Water & Sewer	0.00	0.00	0.00	0.00	0.00
509603	Utilities / Electric	23,000.00	2,252.99	8,231.32	35.79	14,768.68
509604	Utilities / Gas	0.00	0.00	0.00	0.00	0.00
509605	Telephone & Internet	18,000.00	1,545.27	8,832.64	49.07	9,167.36
509632	Contractual Services	2,000.00	0.00	458.72	22.94	1,541.28
509633	Building/Grounds Maintenance	8,000.00	0.00	14,950.23	186.88	( 6,950.23)
509634	Heat/AC	4,000.00	0.00	310.00	7.75	3,690.00
509650	MOWING	0.00	0.00	2,243.94	0.00	( 2,243.94)
509671	Janitorial Services / Cleanin	15,000.00	1,150.00	6,545.23	43.63	8,454.77
509672	Garbage	0.00	0.00	0.00	0.00	0.00
509673	Computer S/W Licens. & Upgra	0.00	0.00	0.00	0.00	0.00
509677	IT Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	70,000.00	4,948.26	41,572.08	59.39	28,427.92
<u>MISCELLANIOUS EXPENSES</u>						
509700	Supplies (Misc.)	15,000.00	1,124.95	6,483.18	43.22	8,516.82
509700.01	COVID-19 Expenses	0.00	0.00	0.00	0.00	0.00
509705	Hurricane "IKE" Disaster Reco	0.00	0.00	0.00	0.00	0.00
509744	Minor Equipment	<u>2,000.00</u>	<u>0.00</u>	<u>3,846.38</u>	<u>192.32</u>	<u>( 1,846.38)</u>
	TOTAL MISCELLANIOUS EXPENSES	17,000.00	1,124.95	10,329.56	60.76	6,670.44
<u>EXPENSES (Continued)</u>						
509826	Building Insurance	<u>3,000.00</u>	<u>0.00</u>	<u>1,500.08</u>	<u>50.00</u>	<u>1,499.92</u>
	TOTAL EXPENSES (Continued)	3,000.00	0.00	1,500.08	50.00	1,499.92
<u>CAPITAL EXPENSES</u>						
509920	Capital-Computer Equipment	11,000.00	0.00	0.00	0.00	11,000.00
509950	Capital-Building Improvements	51,414.35	0.00	50,740.10	98.69	674.25
509974	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	62,414.35	0.00	50,740.10	81.30	11,674.25
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	TOTAL FACILITES	152,414.35	6,073.21	104,141.82	68.33	48,272.53
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

CITY COUNCIL

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
510501	Council Meeting Stipend	0.00	0.00	0.00	0.00	0.00
510526	Insurance (Med,Dental,Vision)	25,190.00	2,065.72	14,460.04	57.40	10,729.96
510536	Payroll Tax (F.I.C.A.)	0.00	0.00	0.00	0.00	0.00
510543	Educ., Travel & Cert.	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>
TOTAL PERSONNEL SERVICES		27,690.00	2,065.72	14,460.04	52.22	13,229.96
<u>CONTRACTUAL EXPENSES</u>						
510604	CELL PHONES	2,880.00	235.62	838.55	29.12	2,041.45
510632	Consultant Services	0.00	0.00	0.00	0.00	0.00
510642	Dues & Memberships	<u>400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400.00</u>
TOTAL CONTRACTUAL EXPENSES		3,280.00	235.62	838.55	25.57	2,441.45
<u>MISCELLANIOUS EXPENSES</u>						
510744	Minor Equipment	2,000.00	0.00	0.00	0.00	2,000.00
510766	Office Supplies	350.00	0.00	50.00	14.29	300.00
510774	Phone / Communication Equip	0.00	0.00	0.00	0.00	0.00
510775	Ref. Books, Reports, Subscrip	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANIOUS EXPENSES		2,350.00	0.00	50.00	2.13	2,300.00
<u>EXPENSES (Continued)</u>						
510801	Misc. Expense Reimbursement	0.00	0.00	0.00	0.00	0.00
510879	Elected Officials Ins. -TML	<u>1,800.00</u>	<u>0.00</u>	<u>829.68</u>	<u>46.09</u>	<u>970.32</u>
TOTAL EXPENSES (Continued)		1,800.00	0.00	829.68	46.09	970.32
<u>CAPITAL EXPENSES</u>						
510920	Computers & Equipment	0.00	0.00	0.00	0.00	0.00
510999	EXPENSE (AUDIT ADJ)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENSES		0.00	0.00	0.00	0.00	0.00
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TOTAL CITY COUNCIL		35,120.00	2,301.34	16,178.27	46.07	18,941.73
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

01 -GENERAL FUND

PARKS

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
511501	Salaries	0.00	0.00	0.00	0.00	0.00
511503	Overtime	0.00	0.00	0.00	0.00	0.00
511515	Longevity	0.00	0.00	0.00	0.00	0.00
511516	T.E.C.	0.00	0.00	0.00	0.00	0.00
511517	TMRS	0.00	0.00	0.00	0.00	0.00
511518	Worker's Comp.	0.00	0.00	0.00	0.00	0.00
511526	Insurance	0.00	0.00	0.00	0.00	0.00
511536	Payroll Tax (F.I.C.A.)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00	0.00

CONTRACTUAL EXPENSES

511603	Utilities/Electric	3,500.00	261.42	1,383.44	39.53	2,116.56
511632	Contractual Services/Parks	3,000.00	0.00	0.00	0.00	3,000.00
511633	Grounds Maintenance	15,000.00	1,443.04	4,436.56	29.58	10,563.44
511634	Building Maintenance	2,500.00	10.18	1,422.13	56.89	1,077.87
511650	Mowing	30,000.00	49.99	6,299.99	21.00	23,700.01
511663	RENTAL OF EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00
511671	Janitorial Services/cleaning	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL EXPENSES		57,000.00	1,764.63	13,542.12	23.76	43,457.88

MISCELLANIOUS EXPENSES

511700	Supplies	2,000.00	8.99	1,555.43	77.77	444.57
511744	Minor Tools & Equipment	3,500.00	20.99	1,492.14	42.63	2,007.86
511760	Gas/Oil	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANIOUS EXPENSES		5,500.00	29.98	3,047.57	55.41	2,452.43

EXPENSES (Continued)

511826	Property Insurance-TML	<u>2,000.00</u>	<u>0.00</u>	<u>818.20</u>	<u>40.91</u>	<u>1,181.80</u>
TOTAL EXPENSES (Continued)		2,000.00	0.00	818.20	40.91	1,181.80

CAPITAL EXPENSES

511940	Equipment	0.00	0.00	100.00	0.00	( 100.00)
511950	Capital-Bldg Improvements	0.00	0.00	214.68	0.00	( 214.68)
511960	Capital Outlay	<u>0.00</u>	<u>14,065.00</u>	<u>14,065.00</u>	<u>0.00</u>	<u>( 14,065.00)</u>
TOTAL CAPITAL EXPENSES		0.00	14,065.00	14,379.68	0.00	( 14,379.68)

TOTAL PARKS	64,500.00	15,859.61	31,787.57	49.28	32,712.43
	=====	=====	=====	=====	=====

\*\*\* TOTAL EXPENDITURES \*\*\*

\*\*\* REVENUES OVER/ (UNDER) EXPENDITURES \*

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

REVENUE	9,928,500.00	( 5,017,029.85)	3,599,608.03	36.26	6,328,891.97
GENERAL AND ADMINISTRATIV	267,037.31	0.00	0.00	0.00	267,037.31
PROJECT REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

*** TOTAL REVENUES ***	10,195,537.31	( 5,017,029.85)	3,599,608.03	35.31	6,595,929.28
	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

WATER	3,788,774.26	200,498.65	1,621,740.42	42.80	2,167,033.84
PENSION EXP	0.00	0.00	0.00	0.00	0.00
BOND EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

*** TOTAL EXPENDITURES ***	3,788,774.26	200,498.65	1,621,740.42	42.80	2,167,033.84
	=====	=====	=====	=====	=====

*** REVENUES OVER/(UNDER) EXPENDITURES *	6,406,763.05	( 5,217,528.50)	1,977,867.61	30.87	4,428,895.44
	=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE</u>						
40000	TRANSFERS-NET UTILITY FUND	0.00	0.00	0.00	0.00	0.00
40001	Water Fund Revenue	1,750,000.00	( 2,514,125.66)	577,458.04	33.00	1,172,541.96
40001.03	Sewer Fund Revenue	1,200,000.00	( 1,457,825.25)	316,180.34	26.35	883,819.66
40002.09	Water Impact Revenue	1,600,000.00	69,600.00	666,800.00	41.68	933,200.00
40003	Road Bore Fee	10,000.00	0.00	0.00	0.00	10,000.00
40003.03	Road Bore Fee	5,000.00	0.00	0.00	0.00	5,000.00
40003.09	Sewer Impact Revenue	3,200,000.00	113,600.00	1,266,400.00	39.58	1,933,600.00
40004	Water Tap Fees	175,000.00	66,200.00	176,601.25	100.92	( 1,601.25)
40004.03	Sewer Tap Fees	250,000.00	90,650.00	243,225.00	97.29	6,775.00
40005	Reconnect Fees	20,000.00	6,325.00	18,725.00	93.63	1,275.00
40006	Credit Card Fees	20,000.00	2,625.47	10,419.05	52.10	9,580.95
40009	Application Fee	0.00	0.00	0.00	0.00	0.00
40010.03	Garbage Collection Fees	3,000.00	332.12	1,873.68	62.46	1,126.32
40011.03	Garbage Revenue	250,000.00	28,756.25	156,141.72	62.46	93,858.28
40012	Misc. Revenue	0.00	6.40	6.40	0.00	( 6.40)
40012.03	Misc. Revenues-Sewer	0.00	0.00	0.00	0.00	0.00
40015	Cash Collections / Misc.	0.00	( 0.10)	( 156.23)	0.00	156.23
40016	Late Fees-Water	25,000.00	3,754.83	5,343.88	21.38	19,656.12
40016.03	Late Fees-Sewer	25,000.00	1,670.33	2,550.07	10.20	22,449.93
40018	Disconnect Fees	30,000.00	45.00	45.00	0.15	29,955.00
40019	COLLECTIONS (LOCKBOX)	0.00	0.00	0.00	0.00	0.00
40020	Interest Income	0.00	0.00	0.00	0.00	0.00
40020.09	Impact Fund Interest	6,000.00	627.80	1,990.72	33.18	4,009.28
40024	LoneStarGroundwaterConservati	37,500.00	( 72,332.99)	7,421.98	19.79	30,078.02
40025	San Jac River Authority Fee	625,000.00	( 1,262,640.96)	129,267.06	20.68	495,732.94
40026	Major Maintenance Fee	22,500.00	( 50,568.70)	10,090.86	44.85	12,409.14
40027	Depreciation Fee	19,000.00	( 43,751.14)	8,770.36	46.16	10,229.64
40028	TX DOT Reimbursement	0.00	0.00	0.00	0.00	0.00
40029	INSTITUTIONAL/NON PRF/EXEMPT	1,000.00	21.75	453.85	45.39	546.15
40030	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
40033	Transfer In	0.00	0.00	0.00	0.00	0.00
40034	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
40040	Transfer in from Debt Service	<u>654,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>654,500.00</u>
TOTAL REVENUE		9,928,500.00	( 5,017,029.85)	3,599,608.03	36.26	6,328,891.97

## GENERAL AND ADMINISTRATIV

40106	Transfer in from 4B	<u>267,037.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>267,037.31</u>
TOTAL GENERAL AND ADMINISTRATIV		267,037.31	0.00	0.00	0.00	267,037.31

## PROJECT REVENUE

40900	GRANT REVENUE-WATER	0.00	0.00	0.00	0.00	0.00
40900.03	GRANT REVENUE-SEWER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PROJECT REVENUE		0.00	0.00	0.00	0.00	0.00

\*\*\* TOTAL REVENUE \*\*\*

10,195,537.31	( 5,017,029.85)	3,599,608.03	35.31	6,595,929.28
=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

WATER

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>I &amp; S PAYMENTS</u>						
500033	2017 SIB PRIN I&S PMT	0.00	0.00	0.00	0.00	0.00
500033.01	2017 SIB INT I&S PMT	18,455.72	0.00	9,227.86	50.00	9,227.86
500034	Interest Expense-2011 SIB Loa	20,587.56	0.00	11,378.62	55.27	9,208.94
500035	2014 C/O Interest Expense	170,600.00	0.00	86,162.50	50.51	84,437.50
500036	Adj Interest Expense	0.00	0.00	0.00	0.00	0.00
500045	INTEREST EXP-2019 W/F BRDG LN	0.00	0.00	0.00	0.00	0.00
500050	INTEREST EXP-2019 TAX/REV C/O	0.00	0.00	0.00	0.00	0.00
500051	INT EXP-2021 GO REFUNDING BON	242,136.26	0.00	127,874.38	52.81	114,261.88
500099	Amortization of Premium	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL I & S PAYMENTS		451,779.54	0.00	234,643.36	51.94	217,136.18

PERSONNEL SERVICES

500501	Salaries	69,628.00	7,266.40	25,397.83	36.48	44,230.17
500503	Overtime	0.00	0.00	1,457.19	0.00	( 1,457.19)
500505	Cell Phone Allowance	0.00	0.00	0.00	0.00	0.00
500515	Longevity	50.00	0.00	30.00	60.00	20.00
500516	T.E.C.	360.00	0.00	371.35	103.15	( 11.35)
500517	T.M.R.S.	3,400.29	241.72	1,180.99	34.73	2,219.30
500518	Worker's Comp.	177.97	0.00	152.58	85.73	25.39
500519	COMPENSATED ABSENCES ADJ	0.00	0.00	0.00	0.00	0.00
500526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	9,002.79	37.50	15,004.65
500536	Payroll Tax (F.I.C.A.)	5,330.37	382.09	1,877.90	35.23	3,452.47
500543	Educ.,Travel & Cert.	1,000.00	495.00	495.00	49.50	505.00
500547	Drug Test	100.00	0.00	0.00	0.00	100.00
500548	Dues and Memberships	300.00	0.00	0.00	0.00	300.00
500550	Interest Expense-2014 G/O	91,507.50	0.00	47,355.00	51.75	44,152.50
500588	CHILD SUPPORT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		195,861.57	10,385.83	87,320.63	44.58	108,540.94

CONTRACTUAL EXPENSES

500602	Utilities / Water	0.00	0.00	0.00	0.00	0.00
500603	Utilities/Electric-Water	66,000.00	6,304.13	32,485.85	49.22	33,514.15
500603.03	Utilities/Electric-Sewer	77,000.00	5,739.78	29,582.36	38.42	47,417.64
500605	Utilities/ Telephone-Water	7,000.00	39.27	207.17	2.96	6,792.83
500605.03	Utilities/Telephone-Sewer	0.00	0.00	0.00	0.00	0.00
500625	Maint. & Repair/Vehicles	0.00	0.00	0.00	0.00	0.00
500627	Maintenance & Repair-Water	125,000.00	3,412.21	14,271.22	11.42	110,728.78
500627.03	Maint. & Repair/Sewer	100,000.00	2,209.24	37,620.44	37.62	62,379.56
500631	Contract Service Utilities(TN	0.00	0.00	0.00	0.00	0.00
500632	Contract/Consultant Svcs-Wate	76,250.00	649.53	53,447.69	70.10	22,802.31
500632.03	Contract/Consultant Svcs-Sewe	75,000.00	3,249.53	62,147.69	82.86	12,852.31
500633	Maint. & Repair Water Equipme	6,000.00	450.00	722.00	12.03	5,278.00
500633.03	Maint & Repair Sewer Equipmen	17,000.00	4,788.92	7,726.05	45.45	9,273.95
500640	Legal	0.00	0.00	0.00	0.00	0.00
500640.03	LEGAL	0.00	0.00	0.00	0.00	0.00
500641	Auditing & Accounting/Service	0.00	0.00	0.00	0.00	0.00
500643	Engineering-Water	10,000.00	4,172.50	6,054.25	60.54	3,945.75



## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

WATER

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
500643.03	Engineering-Sewer	15,000.00	25,252.45	27,134.20	180.89	( 12,134.20)
500652	Permits,Fees,Testing-Water	27,000.00	( 3,844.75)	12,844.45	47.57	14,155.55
500652.03	Permits & Testing-Sewer	10,000.00	0.00	6,423.01	64.23	3,576.99
500663	Rental of Equipment-Water	5,000.00	0.00	0.00	0.00	5,000.00
500663.03	Rental of Equipment-Sewer	6,000.00	0.00	5,040.00	84.00	960.00
500672	Garbage Service	0.00	0.00	0.00	0.00	0.00
500672.03	Garbage Service	187,500.00	16,324.32	78,764.07	42.01	108,735.93
500673	Computer Software/Updates	14,380.00	125.00	9,081.81	63.16	5,298.19
500674	Posting & Advertising	0.00	0.00	0.00	0.00	0.00
500677	Minor Tools & Equipment-Water	<u>12,000.00</u>	<u>294.00</u>	<u>1,527.95</u>	<u>12.73</u>	<u>10,472.05</u>
TOTAL CONTRACTUAL EXPENSES		836,130.00	69,166.13	385,080.21	46.06	451,049.79

## MISCELLANIOUS EXPENSES

500700	General Supplies (Misc.)-Wate	50,000.00	2,051.52	26,436.63	52.87	23,563.37
500700.03	General Supplies (Misc.)-Sewe	8,000.00	1,033.11	3,540.83	44.26	4,459.17
500744.03	Minor Tools & Equip.-Sewer	4,000.00	53.99	2,942.31	73.56	1,057.69
500760	Fuel	0.00	0.00	0.00	0.00	0.00
500762	Uniforms & Badges	0.00	0.00	0.00	0.00	0.00
500766	Office Supplies	2,500.00	110.40	381.44	15.26	2,118.56
500780	Chemicals/Water Treatment	23,000.00	3,055.00	10,413.56	45.28	12,586.44
500780.03	Chemicals/Sewer Treatment	<u>11,000.00</u>	<u>0.00</u>	<u>2,069.72</u>	<u>18.82</u>	<u>8,930.28</u>
TOTAL MISCELLANIOUS EXPENSES		98,500.00	6,304.02	45,784.49	46.48	52,715.51

## EXPENSES (Continued)

500800	Bank Fees	18,000.00	2,649.39	13,237.80	73.54	4,762.20
500801	Road Boring	0.00	0.00	0.00	0.00	0.00
500802.09	Water Impact Expense	250,000.00	160.00	950.00	0.38	249,050.00
500803.09	Sewer Impact Expense	250,000.00	0.00	0.00	0.00	250,000.00
500804	San Jacinto River Authority	675,000.00	58,182.78	307,784.30	45.60	367,215.70
500805	Lone Star Water Conservation	25,000.00	11,177.50	16,766.25	67.07	8,233.75
500825.03	Sewer Liability Ins.-TML	1,500.00	0.00	438.68	29.25	1,061.32
500826	Water Plant Insurance - TML	9,000.00	0.00	4,909.32	54.55	4,090.68
500826.03	Sewer Plant Insurance-TML	12,000.00	0.00	6,409.40	53.41	5,590.60
500827	Fleet Insurance	0.00	0.00	0.00	0.00	0.00
500830.03	Personal Property Ins.-TML	2,000.00	0.00	581.00	29.05	1,419.00
500831.03	Damage Claims	1,000.00	0.00	0.00	0.00	1,000.00
500833	Postage	4,500.00	0.00	2,597.50	57.72	1,902.50
500855	Bad Debts	0.00	0.00	0.00	0.00	0.00
500857.03	Sludge Hauling	82,000.00	10,725.00	28,920.00	35.27	53,080.00
500858	Depreciation	0.00	0.00	0.00	0.00	0.00
500859	Transfer to General Fund	596,503.15	0.00	0.00	0.00	596,503.15
500861	Transfer to/from Debt Service	0.00	0.00	0.00	0.00	0.00
500862	Transfer to C/O's 2006	0.00	0.00	0.00	0.00	0.00
500863	TRANSFER EXPENSE	0.00	0.00	0.00	0.00	0.00
500864	TRANSFER TO 2017 SIB LOAN	0.00	0.00	0.00	0.00	0.00
500888.03	INTEREST - BONDS WATER	0.00	0.00	0.00	0.00	0.00
500890	2014 C/O PRIN PAY	0.00	0.00	0.00	0.00	0.00
500891	2014 C/O INT PMT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		1,926,503.15	82,894.67	382,594.25	19.86	1,543,908.90

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

WATER

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>CAPITAL EXPENSES</u>						
500920	Computer Equipment	0.00	0.00	0.00	0.00	0.00
500950	Vehicle Payments	0.00	0.00	0.00	0.00	0.00
500950.03	Capital-Vehicles-Sewer	60,000.00	0.00	58,000.00	96.67	2,000.00
500960	Capital Outlay/Equipment-Wate	50,000.00	12,750.00	335,350.00	670.70	( 285,350.00)
500960.03	Capital Equip. & Tools-Sewer	170,000.00	18,998.00	84,338.00	49.61	85,662.00
500975	CAPITAL OUTLAY	0.00	0.00	8,629.48	0.00	( 8,629.48)
500981	GAIN/LOSS ON DISPOSAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	280,000.00	31,748.00	486,317.48	173.68	( 206,317.48)
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TOTAL WATER		3,788,774.26	200,498.65	1,621,740.42	42.80	2,167,033.84
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

PENSION EXP

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D	% OF	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
<hr/>						
CAPITAL EXPENSES						
510900	PENSION EXPENSE (GAIN)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
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TOTAL PENSION EXP		0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

02 -WATER

BOND EXPENSE

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>I &amp; S PAYMENTS</u>						
590000	BOND ISSUANCE EXPENSE	0.00	0.00	0.00	0.00	0.00
590002	BOND ISSUANCE DISCOUNT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL I & S PAYMENTS	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL BOND EXPENSE	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
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***	TOTAL EXPENDITURES ***	3,788,774.26	200,498.65	1,621,740.42	42.80	2,167,033.84
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***	REVENUES OVER/(UNDER) EXPENDITURES *	6,406,763.05	( 5,217,528.50)	1,977,867.61	0.00	4,428,895.44
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

04 -CAPITAL PROJ-ENTERPRISE

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	REVENUE	873,850.00	0.00	0.00	0.00	873,850.00
	GENERAL AND ADMINISTRATIV	0.00	0.00	0.00	0.00	0.00
	PROJECT REVENUE	1,062,287.00	0.00	0.00	0.00	1,062,287.00
	INTRA-FUND TRANSFERS IN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	1,936,137.00	0.00	0.00	0.00	1,936,137.00
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	CAPITAL PROJ-ENTERPRISE	<u>3,596,622.00</u>	<u>934,561.21</u>	<u>3,082,484.14</u>	<u>85.70</u>	<u>514,137.86</u>
***	TOTAL EXPENDITURES ***	3,596,622.00	934,561.21	3,082,484.14	85.70	514,137.86
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES	( 1,660,485.00)	( 934,561.21)	( 3,082,484.14)	185.64	1,421,999.14
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

04 -CAPITAL PROJ-ENTERPRISE

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE</u>						
40000	TRANSFERS - NET UTILITY FUND	873,850.00	0.00	0.00	0.00	873,850.00
40001	TAX REVENUE	0.00	0.00	0.00	0.00	0.00
40003	ROAD BORE FEE	0.00	0.00	0.00	0.00	0.00
40004	TAP FEES	0.00	0.00	0.00	0.00	0.00
40005	RECONNECT FEES	0.00	0.00	0.00	0.00	0.00
40006	OTHER FEES	0.00	0.00	0.00	0.00	0.00
40007	INPACT FEES	0.00	0.00	0.00	0.00	0.00
40008	GRAND OAKS GAS CONNECTIONS	0.00	0.00	0.00	0.00	0.00
40012	MISC. REVENUE	0.00	0.00	0.00	0.00	0.00
40016	LATE FEES	0.00	0.00	0.00	0.00	0.00
40018	DISCONNECT FEE	0.00	0.00	0.00	0.00	0.00
40020	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
40021	INTEREST	0.00	0.00	0.00	0.00	0.00
40023	TX POOL INTEREST	0.00	0.00	0.00	0.00	0.00
40032	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
40033	TRANSFER IN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUE	873,850.00	0.00	0.00	0.00	873,850.00

GENERAL AND ADMINISTRATIV

40117	MISC INCOME	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL GENERAL AND ADMINISTRATIV	0.00	0.00	0.00	0.00	0.00

PROJECT REVENUE

40900	PROCEEDS-2017 TXDOT SIB LOAN	0.00	0.00	0.00	0.00	0.00
40901	FEMA Grant	0.00	0.00	0.00	0.00	0.00
40902	Proceeds-USDA Loan	0.00	0.00	0.00	0.00	0.00
40903	PROCEEDS TX GEN LAND OFF	1,062,287.00	0.00	0.00	0.00	1,062,287.00
40905	PROCEEDS-2019 TAX/REV C/O	0.00	0.00	0.00	0.00	0.00
40908	PROCEEDS-2021 GO REF BD I&S	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PROJECT REVENUE	1,062,287.00	0.00	0.00	0.00	1,062,287.00

INTRA-FUND TRANSFERS IN

49991	TRANSFER WITH GENERAL FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL INTRA-FUND TRANSFERS IN	0.00	0.00	0.00	0.00	0.00

*** TOTAL REVENUE ***	1,936,137.00	0.00	0.00	0.00	1,936,137.00
	=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

04 -CAPITAL PROJ-ENTERPRISE

CAPITAL PROJ-ENTERPRISE

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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I & S PAYMENTS

500033	2017 SIB I&S PRINCIPAL PMT	0.00	0.00	0.00	0.00	0.00
500034	2017 SIB I&S INTEREST PMT	0.00	0.00	0.00	0.00	0.00
500035	2014 C/O I&S INTEREST PAYMENT	0.00	0.00	0.00	0.00	0.00
500045	INTEREST-WFNB-USDA GAP LOAN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL I & S PAYMENTS	0.00	0.00	0.00	0.00	0.00

PERSONNEL SERVICES

500501	SALARY EXPENSE-GAS	0.00	0.00	0.00	0.00	0.00
500503	OVERTIME	0.00	0.00	0.00	0.00	0.00
500515	LONGEVITY	0.00	0.00	0.00	0.00	0.00
500516	T.E.C.	0.00	0.00	0.00	0.00	0.00
500517	RETIREMENT	0.00	0.00	0.00	0.00	0.00
500518	WORKERS COMP -GAS	0.00	0.00	0.00	0.00	0.00
500526	HEALTH INS	0.00	0.00	0.00	0.00	0.00
500527	DENTAL/LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00
500536	PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00
500543	EDUCATION	0.00	0.00	0.00	0.00	0.00
500547	DRUG TEST	0.00	0.00	0.00	0.00	0.00
500590	AFLAC INSURANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00

CONTRACTUAL EXPENSES

500602	UTILITY/WATER	0.00	0.00	0.00	0.00	0.00
500603	UTILITIES/ELECTRIC	0.00	0.00	0.00	0.00	0.00
500605	UTILITIES/TELEPHONE	0.00	0.00	0.00	0.00	0.00
500625	MAINTENANCE & REPAIR EQUIPMEN	0.00	0.00	0.00	0.00	0.00
500626	MAINTENANCE & REPAIR VEHICLES	0.00	0.00	0.00	0.00	0.00
500627	MAINT. & REPAIR/BLDG. & PLANT	0.00	0.00	0.00	0.00	0.00
500632	CONTRACTING SERVICES	0.00	0.00	0.00	0.00	0.00
500633	ROAD BORING	0.00	0.00	0.00	0.00	0.00
500640	LEGAL FEES	0.00	0.00	0.00	0.00	0.00
500641	AUDITING AND ACCOUNTING	0.00	0.00	0.00	0.00	0.00
500643	CONSULTING FEES	0.00	0.00	0.00	0.00	0.00
500645	ENGINEERING	0.00	0.00	0.00	0.00	0.00
500646	MEALS AND TRAVEL	0.00	0.00	0.00	0.00	0.00
500663	RENTALS GAS	0.00	0.00	0.00	0.00	0.00
500673	COMPUTER UPDATE	0.00	0.00	0.00	0.00	0.00
500674	PUBLISHING & ADVERTISING	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	0.00	0.00	0.00

MISCELLANIOUS EXPENSES

500700	SUPPLIES	0.00	0.00	0.00	0.00	0.00
500701	POSTAGE	0.00	0.00	0.00	0.00	0.00
500730	TAP EXPENSE	0.00	0.00	0.00	0.00	0.00
500760	FUEL AND LUBE	0.00	0.00	0.00	0.00	0.00
500761	TIRES AND TUBES	0.00	0.00	0.00	0.00	0.00
500762	UNIFORMS	0.00	0.00	0.00	0.00	0.00

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

## 04 -CAPITAL PROJ-ENTERPRISE

## CAPITAL PROJ-ENTERPRISE

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
500766	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
500780	CHEMICALS	0.00	0.00	0.00	0.00	0.00
	TOTAL MISCELLANIOUS EXPENSES	0.00	0.00	0.00	0.00	0.00

## EXPENSES (Continued)

500800	BANK FEES	0.00	0.00	0.00	0.00	0.00
500806	REPLACEMENT/LINES	0.00	0.00	0.00	0.00	0.00
500824	E & O INSURANCE	0.00	0.00	0.00	0.00	0.00
500825	LIABILITY INS	0.00	0.00	0.00	0.00	0.00
500827	FLEET INSURANCE	0.00	0.00	0.00	0.00	0.00
500829	PLANT INSURANCE	0.00	0.00	0.00	0.00	0.00
500830	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
500840	TRAVEL AND MEALS	0.00	0.00	0.00	0.00	0.00
500850	PROJECT EXPENSE	0.00	0.00	0.00	0.00	0.00
500855	BAD DEBTS	0.00	0.00	0.00	0.00	0.00
500858	DEPRECIATION	0.00	0.00	0.00	0.00	0.00
500885	BAD DEBITS	0.00	0.00	0.00	0.00	0.00
500888.01	PRINCIPAL PAY'T-2014 C/O	0.00	0.00	0.00	0.00	0.00
500888.02	INTEREST PAY'T-2014 C/O	0.00	0.00	0.00	0.00	0.00
500890	CLECO ENERGY LLC	0.00	0.00	0.00	0.00	0.00
500895	WFNB-USDA GAP CLOSING COSTS	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENSES (Continued)	0.00	0.00	0.00	0.00	0.00

## CAPITAL EXPENSES

500900	DEPRECIATION	0.00	0.00	0.00	0.00	0.00
500915	STORAGE RM	0.00	0.00	0.00	0.00	0.00
500920	COMPUTER EQUIPMENT	0.00	0.00	0.00	0.00	0.00
500940.01	NS INTERCEPTOR PHASE 1	0.00	0.00	0.00	0.00	0.00
500940.03	UNITY PK DR TO COMMERCE	0.00	0.00	0.00	0.00	0.00
500940.10	TIMBERBROOK EST DRAINAGE IMPR	0.00	0.00	0.00	0.00	0.00
500945	GRANT ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
500950	ENGINEERING EXPENSE	0.00	0.00	0.00	0.00	0.00
500950.02	ENGINEERING-FM 1774 UTILITIES	0.00	4,737.50	4,737.50	0.00	( 4,737.50)
500950.03	ENGINEERING-HEB WATER EXT	0.00	0.00	0.00	0.00	0.00
500950.05	ENGINEERING-WWTP PKG PLANT	0.00	0.00	0.00	0.00	0.00
500950.06	WWTP-EXPAN & SANITARY SWR REP 1,000,000.00	288,726.03	1,718,499.95	171.85	( 718,499.95)	
500950.07	ENGINEERING-FM1488 UTIL RELOC	0.00	320.00	0.00	( 320.00)	
500950.08	HUD-GLO PHASE 2 NICHOLS SAWMI 1,346,622.00	310,982.95	493,942.95	36.68	852,679.05	
500950.09	PROJECT-BUDDY RILEY EXP-USDA 1,000,000.00	0.00	0.00	0.00	1,000,000.00	
500950.10	ENG:TIMBERBROOK DRAINAGE	0.00	0.00	0.00	0.00	0.00
500950.12	FM 1488 FORCE MAIN RELOCATION	0.00	253,158.73	686,966.74	0.00	( 686,966.74)
500950.14	WATER PLANT # 3 250,000.00	75,850.00	124,100.00	49.64	125,900.00	
500950.15	FM 249 SEWER EXTENSION	0.00	0.00	0.00	0.00	0.00
500950.16	TXDOT PROJ-FM1488 WIDENING	0.00	0.00	0.00	0.00	0.00
500950.17	NICHOLS SAWMILL PHASE 3	0.00	1,106.00	53,917.00	0.00	( 53,917.00)
500951	NEW VEHICLE	0.00	0.00	0.00	0.00	0.00
500960	OTHER EQUIPMENT AND TOOLS	0.00	0.00	0.00	0.00	0.00
500970	TAP EXPENSE	0.00	0.00	0.00	0.00	0.00
500999	INCOME TRANSFER	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	3,596,622.00	934,561.21	3,082,484.14	85.70	514,137.86



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

04 -CAPITAL PROJ-ENTERPRISE

CAPITAL PROJ-ENTERPRISE

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<hr/>						
	TOTAL CAPITAL PROJ-ENTERPRISE	3,596,622.00	934,561.21	3,082,484.14	85.70	514,137.86
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	3,596,622.00	934,561.21	3,082,484.14	85.70	514,137.86
<hr/>						
***	REVENUES OVER/(UNDER) EXPENDITURES ( 1,660,485.00)	( 934,561.21)	( 3,082,484.14)	0.00		1,421,999.14
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

05 -DEBT SERVICE - GENERAL

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	REVENUE	783,735.00	107,450.37	739,435.42	94.35	44,299.58
	GENERAL AND ADMINISTRATIV	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>
***	TOTAL REVENUES ***	786,235.00	107,450.37	739,435.42	94.05	46,799.58
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	DEBT SERVICE GENERAL	<u>785,718.00</u>	<u>0.00</u>	<u>112,295.00</u>	<u>14.29</u>	<u>673,423.00</u>
***	TOTAL EXPENDITURES ***	785,718.00	0.00	112,295.00	14.29	673,423.00
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	517.00	107,450.37	627,140.42	303.76	( 626,623.42)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

05 -DEBT SERVICE - GENERAL

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40001	AD VAL TAX REVENUE	781,935.00	107,441.72	739,404.26	94.56	42,530.74
40009	TRFR FROM GEN-PROP TAX	0.00	0.00	0.00	0.00	0.00
40020	2004 C/O's I &S Int. Earned	0.00	0.00	0.00	0.00	0.00
40028	TRANSFER TO/FROM FUND 28	0.00	0.00	0.00	0.00	0.00
40032	TRANS FROM 02/WATER FUND	0.00	0.00	0.00	0.00	0.00
40033	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
40034	2014 G/O I&S INT EARNED	<u>1,800.00</u>	<u>8.65</u>	<u>31.16</u>	<u>1.73</u>	<u>1,768.84</u>
	TOTAL REVENUE	783,735.00	107,450.37	739,435.42	94.35	44,299.58

GENERAL AND ADMINISTRATIV

40199	DELINQ PROP TAX/PENALTIES/INT	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>
	TOTAL GENERAL AND ADMINISTRATIV	2,500.00	0.00	0.00	0.00	2,500.00

*** TOTAL REVENUE ***	786,235.00	107,450.37	739,435.42	94.05	46,799.58
	=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

05 -DEBT SERVICE - GENERAL

DEBT SERVICE GENERAL

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>I &amp; S PAYMENTS</u>						
500033	2014 G/O I&S PRINCIPAL PMT	91,500.00	0.00	91,500.00	100.00	0.00
500034	2014 G/O I&S INTEREST PMT	<u>39,218.00</u>	<u>0.00</u>	<u>20,295.00</u>	<u>51.75</u>	<u>18,923.00</u>
	TOTAL I & S PAYMENTS	130,718.00	0.00	111,795.00	85.52	18,923.00
 <u>MISCELLANIOUS EXPENSES</u>						
500766	2014 G/O Bank Fees	<u>500.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>	<u>0.00</u>
	TOTAL MISCELLANIOUS EXPENSES	500.00	0.00	500.00	100.00	0.00
 <u>EXPENSES (Continued)</u>						
500800	BANK FEES	0.00	0.00	0.00	0.00	0.00
500888	2004 C/O's I&S Prin. Payment	0.00	0.00	0.00	0.00	0.00
500889	2014 C/O's I&S Int. Payment	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL EXPENSES (Continued)	0.00	0.00	0.00	0.00	0.00
 <u>CAPITAL EXPENSES</u>						
500925	TRFR TO ENTERPRISE DEBT SVC	<u>654,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>654,500.00</u>
	TOTAL CAPITAL EXPENSES	654,500.00	0.00	0.00	0.00	654,500.00
<hr/>						
	TOTAL DEBT SERVICE GENERAL	785,718.00	0.00	112,295.00	14.29	673,423.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	785,718.00	0.00	112,295.00	14.29	673,423.00
***	REVENUES OVER/(UNDER) EXPENDITURES *	517.00	107,450.37	627,140.42	0.00	( 626,623.42)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

06 -4B COMMUNITY DEV.

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	REVENUE	501,000.00	43,736.35	332,472.91	66.36	168,527.09
	GENERAL AND ADMINISTRATIV	<u>5,000.00</u>	<u>0.00</u>	<u>102.04</u>	<u>2.04</u>	<u>4,897.96</u>
***	TOTAL REVENUES ***	506,000.00	43,736.35	332,574.95	65.73	173,425.05
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	4B COMMUNITY DEVELOPMENT	<u>379,018.31</u>	<u>60,695.51</u>	<u>108,500.29</u>	<u>28.63</u>	<u>270,518.02</u>
***	TOTAL EXPENDITURES ***	379,018.31	60,695.51	108,500.29	28.63	270,518.02
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	126,981.69	( 16,959.16)	224,074.66	176.46	( 97,092.97)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

06 -4B COMMUNITY DEV.

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40001	Sale of the City Hall Buildin	0.00	0.00	0.00	0.00	0.00
40002	Proceeds from Loan	0.00	0.00	0.00	0.00	0.00
40014	4B 1/4 % Sales Tax Revenue	500,000.00	43,639.55	332,148.41	66.43	167,851.59
40022	4B Interest Earned	1,000.00	96.80	324.50	32.45	675.50
40023	Income on Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUE		501,000.00	43,736.35	332,472.91	66.36	168,527.09

GENERAL AND ADMINISTRATIV

40122	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00
40124	MISC. REVENUES	0.00	0.00	0.00	0.00	0.00
40126	Project Fund	0.00	0.00	0.00	0.00	0.00
40127	Park Rental Fees	0.00	0.00	0.00	0.00	0.00
40128	Yellow House Rental Fees	0.00	0.00	0.00	0.00	0.00
40129	6th Street Extension	0.00	0.00	0.00	0.00	0.00
40130	Community Marketing	0.00	0.00	0.00	0.00	0.00
40131	Economic Development Grants	0.00	0.00	0.00	0.00	0.00
40132	Gateways	0.00	0.00	0.00	0.00	0.00
40133	The Stroll	5,000.00	0.00	102.04	2.04	4,897.96
40134	FM 1774 Utility Relocation	0.00	0.00	0.00	0.00	0.00
40135	Pressure Valve-Unity Park	0.00	0.00	0.00	0.00	0.00
40136	Downtown Revitalization	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL GENERAL AND ADMINISTRATIV		5,000.00	0.00	102.04	2.04	4,897.96

*** TOTAL REVENUE ***	506,000.00	43,736.35	332,574.95	65.73	173,425.05
	=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

06 -4B COMMUNITY DEV.

4B COMMUNITY DEVELOPMENT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
500501	Salary & Benefit Reimbursemen	40,189.00	421.84	5,807.99	14.45	34,381.01
500502	CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00
500517	RETIREMENT- 4 B	0.00	0.00	0.00	0.00	0.00
500536	PAYROLL TAX- 4 B	0.00	0.00	0.00	0.00	0.00
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500547	Drug Test	0.00	0.00	0.00	0.00	0.00
500550	Dues & Memberships	<u>500.00</u>	<u>10.00</u>	<u>10.00</u>	<u>2.00</u>	<u>490.00</u>
TOTAL PERSONNEL SERVICES		42,189.00	431.84	5,817.99	13.79	36,371.01

CONTRACTUAL EXPENSES

500602	Utilities/Water & Sewer	0.00	0.00	0.00	0.00	0.00
500605	Telephone	0.00	0.00	0.00	0.00	0.00
500632	Contract/Consultant Services	500.00	6,383.33	22,733.32	546.66 (	22,233.32)
500640	Legal	1,200.00	203.50	906.50	75.54	293.50
500641	Auditing/Accounting Services	2,652.00	0.00	0.00	0.00	2,652.00
500642	Appraisal	0.00	0.00	0.00	0.00	0.00
500643	Engineering	0.00	0.00	3,961.25	0.00 (	3,961.25)
500673	Computer Software	0.00	1,443.75	1,443.75	0.00 (	1,443.75)
500674	Posting & Advertising	0.00	0.00	198.50	0.00 (	198.50)
500675	Promotions	2,000.00	0.00	498.10	24.91	1,501.90
500676	Promo-MusicFest Facilities/Op	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL EXPENSES		6,352.00	8,030.58	29,741.42	468.22 (	23,389.42)

MISCELLANIOUS EXPENSES

500742	Magazines, Maps, & Books	1,500.00	0.00	4,995.00	333.00 (	3,495.00)
500743	Copies / Admin.	240.00	0.00	0.00	0.00	240.00
500744	Minor Tools / Equipment	0.00	0.00	0.00	0.00	0.00
500745	Refreshments-Hospitality	0.00	0.00	0.00	0.00	0.00
500746	Magnolia Tomorrow/Grow Magnol	0.00	0.00	0.00	0.00	0.00
500766	Office Supplies	200.00	0.00	27.69	13.85	172.31
500769	Office Equipment	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANIOUS EXPENSES		1,940.00	0.00	5,022.69	258.90 (	3,082.69)

EXPENSES (Continued)

500800	Bank Fees	0.00	0.00	0.00	0.00	0.00
500801	Expense Reimbursement	0.00	0.00	0.00	0.00	0.00
500806	Sales Tax Repay - Texas Compt	0.00	0.00	0.00	0.00	0.00
500824	Errors & Omissions Insurance	2,200.00	0.00	829.66	37.71	1,370.34
500825	Liability Insurance 4B - TML	1,300.00	0.00	438.66	33.74	861.34
500833	Postage	0.00	0.00	0.00	0.00	0.00
500836	Printing	0.00	0.00	0.00	0.00	0.00
500839	Economic Dev. Planning Expens	0.00	0.00	0.00	0.00	0.00
500840	Eco Dev Bus Improvement Grant	45,000.00	0.00	0.00	0.00	45,000.00
500841	Farmers Market, Market Park	0.00	0.00	0.00	0.00	0.00
500842	Depot Park Improvements	0.00	0.00	0.00	0.00	0.00
500843	Saturday in the Park	0.00	0.00	0.00	0.00	0.00
500844	Community Design Guidelines	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

06 -4B COMMUNITY DEV.

4B COMMUNITY DEVELOPMENT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
500845	Monuments/Signs	5,000.00	0.00	0.00	0.00	5,000.00
500846	Beautification	0.00	0.00	0.00	0.00	0.00
500847	Park(s) Events	0.00	0.00	0.00	0.00	0.00
500848	Park Maintenance	0.00	( 500.00)	298.00	0.00	( 298.00)
500850	Other Expenses	0.00	0.00	0.00	0.00	0.00
500851	Downtown Revitalization	8,000.00	0.00	0.00	0.00	8,000.00
500858	Depreciation Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSES (Continued)		61,500.00	( 500.00)	1,566.32	2.55	59,933.68

CAPITAL EXPENSES

500900	4B Loan/B.Riley 2941 Prin.Pym	0.00	0.00	0.00	0.00	0.00
500902	4B Loan/B.Riley 2941 Int. Pym	0.00	0.00	0.00	0.00	0.00
500920	18111 BUDDY RILEY EXPENSE	0.00	0.00	0.00	0.00	0.00
500924	2011 SIB Loan I&S Transfer	165,233.31	0.00	0.00	0.00	165,233.31
500925	2017 SIB Loan I&S Transfer	40,000.00	0.00	0.00	0.00	40,000.00
500926	2021 SIB Loan I&S Transfer	61,804.00	0.00	0.00	0.00	61,804.00
500970	Computer Equipment	0.00	0.00	0.00	0.00	0.00
500971	Yellow House	0.00	0.00	0.00	0.00	0.00
500972	Prop Purchase(Commerce/Nichol	0.00	0.00	0.00	0.00	0.00
500973	6th Street Extension	0.00	0.00	0.00	0.00	0.00
500974	FM1774 Utility Relocation	0.00	0.00	0.00	0.00	0.00
500975	Pressure Valve-Unity Park	0.00	0.00	0.00	0.00	0.00
500976	CAPITAL EXPENSES	<u>0.00</u>	<u>52,733.09</u>	<u>66,351.87</u>	<u>0.00</u>	<u>( 66,351.87)</u>
TOTAL CAPITAL EXPENSES		267,037.31	52,733.09	66,351.87	24.85	200,685.44

TOTAL 4B COMMUNITY DEVELOPMENT	379,018.31	60,695.51	108,500.29	28.63	270,518.02
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*** TOTAL EXPENDITURES ***	379,018.31	60,695.51	108,500.29	28.63	270,518.02
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*** REVENUES OVER/(UNDER) EXPENDITURES *	126,981.69	( 16,959.16)	224,074.66	0.00	( 97,092.97)
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FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

07 -4A ECONOMIC DEV.

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

REVENUE		803,000.00	87,455.74	664,889.76	82.80	138,110.24
GENERAL AND ADMINISTRATIV		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		803,000.00	87,455.74	664,889.76	82.80	138,110.24
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

4A ECONOMIC DEVELOPMENT		<u>96,152.00</u>	<u>7,297.94</u>	<u>57,125.61</u>	<u>59.41</u>	<u>39,026.39</u>
*** TOTAL EXPENDITURES ***		96,152.00	7,297.94	57,125.61	59.41	39,026.39
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		706,848.00	80,157.80	607,764.15	85.98	99,083.85
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

07 -4A ECONOMIC DEV.

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40011	4A 1/2 % Sales Tax Revenue	800,000.00	87,279.10	664,296.79	83.04	135,703.21
40021	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
40022	4A Interest Earned	<u>3,000.00</u>	<u>176.64</u>	<u>592.97</u>	<u>19.77</u>	<u>2,407.03</u>
	TOTAL REVENUE	803,000.00	87,455.74	664,889.76	82.80	138,110.24

GENERAL AND ADMINISTRATIV

40102	City Park Donations	0.00	0.00	0.00	0.00	0.00
40107	2014 LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
40122	Sale of Assets	0.00	0.00	0.00	0.00	0.00
40124	Misc. Revenue	0.00	0.00	0.00	0.00	0.00
40126	Grant Proceeds	0.00	0.00	0.00	0.00	0.00
40127	INCLUSIVE PARK INCOME	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL GENERAL AND ADMINISTRATIV	0.00	0.00	0.00	0.00	0.00

*** TOTAL REVENUE ***	803,000.00	87,455.74	664,889.76	82.80	138,110.24
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

07 -4A ECONOMIC DEV.

4A ECONOMIC DEVELOPMENT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
500501	Salary & Benefit Reimbursemen	44,575.00	196.86	4,456.27	10.00	40,118.73
500502	CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00
500517	RETIREMENT - 4 A	0.00	0.00	0.00	0.00	0.00
500536	PAYROLL TAX - 4 A	0.00	0.00	0.00	0.00	0.00
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500547	Drug Test	0.00	0.00	0.00	0.00	0.00
500550	Dues & Memberships	500.00	10.00	10.00	2.00	490.00
500551	INTEREST EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		46,575.00	206.86	4,466.27	9.59	42,108.73

CONTRACTUAL EXPENSES

500605	Telephone	0.00	0.00	0.00	0.00	0.00
500632	Contract/Consultant Services	300.00	4,833.33	32,088.32	696.11	( 31,788.32)
500632.01	Downtown Revitalizaion Projec	0.00	0.00	0.00	0.00	0.00
500640	Legal	5,000.00	814.00	6,806.05	136.12	( 1,806.05)
500641	Auditing/Accounting Services	2,652.00	0.00	0.00	0.00	2,652.00
500643	Engineering	0.00	0.00	0.00	0.00	0.00
500673	Computer Software	0.00	1,443.75	2,693.78	0.00	( 2,693.78)
500674	Posting & Advertising	<u>1,800.00</u>	<u>0.00</u>	<u>195.50</u>	<u>10.86</u>	<u>1,604.50</u>
TOTAL CONTRACTUAL EXPENSES		9,752.00	7,091.08	41,783.65	428.46	( 32,031.65)

MISCELLANIOUS EXPENSES

500742	Magazines, Maps & Books	0.00	0.00	4,995.00	0.00	( 4,995.00)
500743	Copies / Admin.	200.00	0.00	0.00	0.00	200.00
500744	Minor Equipment	0.00	0.00	2,392.00	0.00	( 2,392.00)
500745	Hospitality, Refreshments	0.00	0.00	0.00	0.00	0.00
500746	Magnolia Tomorrow	0.00	0.00	0.00	0.00	0.00
500766	Office Supplies	250.00	0.00	871.26	348.50	( 621.26)
500769	Office Equipment	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANIOUS EXPENSES		450.00	0.00	8,258.26	835.17	( 7,808.26)

EXPENSES (Continued)

500800	Bank Fees	0.00	0.00	0.00	0.00	0.00
500824	Error & Omissions Ins.- 4A-TM	2,500.00	0.00	829.66	33.19	1,670.34
500825	Liability Insurance 4A - TML	1,600.00	0.00	438.66	27.42	1,161.34
500833	Postage	0.00	0.00	0.00	0.00	0.00
500836	Printing	0.00	0.00	0.00	0.00	0.00
500838	Promotional Expense	0.00	0.00	731.71	0.00	( 731.71)
500839	Economic Dev. Plan Expenses	0.00	0.00	0.00	0.00	0.00
500840	Steering Committee Expenses	0.00	0.00	0.00	0.00	0.00
500842	Downtown Impr,Infra,Acquis,Be	0.00	0.00	0.00	0.00	0.00
500843	Bus Recruitment Pkg	0.00	0.00	0.00	0.00	0.00
500844	Comm Property Website	0.00	0.00	0.00	0.00	0.00
500845	Community Survey	0.00	0.00	0.00	0.00	0.00
500847	INCLUSIVE PARK EXPENSES	0.00	0.00	0.00	0.00	0.00
500850	4A 1/2% Tax Expenditures	0.00	0.00	0.00	0.00	0.00
500851	Park Maintenance	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

07 -4A ECONOMIC DEV.

4A ECONOMIC DEVELOPMENT

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
500858	Depreciation Expense	0.00	0.00	0.00	0.00	0.00
500875	2012 REV BOND INT PAY'T	35,275.00	0.00	617.40	1.75	34,657.60
	TOTAL EXPENSES (Continued)	39,375.00	0.00	2,617.43	6.65	36,757.57

CAPITAL EXPENSES

500900	4A Loan Ind./Prk. Prin. Paymn	0.00	0.00	0.00	0.00	0.00
500901	4A Loan/Ind. Prk. Int. Paymen	0.00	0.00	0.00	0.00	0.00
500902	2014 Bank Loan Principal	0.00	0.00	0.00	0.00	0.00
500903	2014 Bank Loan Interest	0.00	0.00	0.00	0.00	0.00
500906	Trfr to EDC Promissory Note	0.00	0.00	0.00	0.00	0.00
500908	Transfers to General	0.00	0.00	0.00	0.00	0.00
500909	Trfr to 2012 Rev Bond I&S	0.00	0.00	0.00	0.00	0.00
500910	4A Loan /Melton Prin. Paymnt	0.00	0.00	0.00	0.00	0.00
500952	4A Loan/Melton Int. Payment	0.00	0.00	0.00	0.00	0.00
500959	LAND PURCHASE	0.00	0.00	0.00	0.00	0.00
500961	Unity Park Road Construction	0.00	0.00	0.00	0.00	0.00
500970	Computer Equipment	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00

TOTAL 4A ECONOMIC DEVELOPMENT	96,152.00	7,297.94	57,125.61	59.41	39,026.39
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*** TOTAL EXPENDITURES ***	96,152.00	7,297.94	57,125.61	59.41	39,026.39
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*** REVENUES OVER/ (UNDER) EXPENDITURES *	706,848.00	80,157.80	607,764.15	0.00	99,083.85
	=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

10 -ATS-RED LIGHT CAMERA

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	REVENUE	<u>0.00</u>	<u>3.36</u>	<u>15.28</u>	<u>0.00</u>	<u>( 15.28)</u>
	*** TOTAL REVENUES ***	<u>0.00</u>	<u>3.36</u>	<u>15.28</u>	<u>0.00</u>	<u>( 15.28)</u>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	ATS-RED LIGHT CAMERA	<u>50,000.00</u>	<u>5,471.26</u>	<u>34,981.99</u>	<u>69.96</u>	<u>15,018.01</u>
	*** TOTAL EXPENDITURES ***	<u>50,000.00</u>	<u>5,471.26</u>	<u>34,981.99</u>	<u>69.96</u>	<u>15,018.01</u>
		=====	=====	=====	=====	=====
	*** REVENUES OVER/(UNDER) EXPENDITURES (	<u>50,000.00)</u>	<u>( 5,467.90)</u>	<u>( 34,966.71)</u>	<u>69.93</u>	<u>( 15,033.29)</u>
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

10 -ATS-RED LIGHT CAMERA

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40020	Interest Earned	0.00	3.36	15.28	0.00	( 15.28)
40022	Red Light Camera Revenue	0.00	0.00	0.00	0.00	0.00
40030	STATE COMPTROLLER FEES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUE	0.00	3.36	15.28	0.00	( 15.28)
<hr/>						
*** TOTAL REVENUE ***		0.00	3.36	15.28	0.00	( 15.28)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

10 -ATS-RED LIGHT CAMERA

ATS-RED LIGHT CAMERA

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL SERVICES</u>						
500501	Transfer Out for Salary Reimb	0.00	0.00	0.00	0.00	0.00
	TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00
<u>CONTRACTUAL EXPENSES</u>						
500630	Red Light Camera-Expense	0.00	0.00	5,800.17	0.00	( 5,800.17)
500631	Contractual-ATS	0.00	0.00	0.00	0.00	0.00
500635	Violation Refunds	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	5,800.17	0.00	( 5,800.17)
<u>MISCELLANIOUS EXPENSES</u>						
500760	Fuel	50,000.00	5,471.26	29,181.82	58.36	20,818.18
	TOTAL MISCELLANIOUS EXPENSES	50,000.00	5,471.26	29,181.82	58.36	20,818.18
<u>EXPENSES (Continued)</u>						
500800	Bank Fees	0.00	0.00	0.00	0.00	0.00
500801	Over/Short	0.00	0.00	0.00	0.00	0.00
500815	State Comptroller Fees	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENSES (Continued)	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENSES</u>						
500920	COMPUTER EQUIPMENT	0.00	0.00	0.00	0.00	0.00
500921	Radios	0.00	0.00	0.00	0.00	0.00
500951	Motor Vehicles	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL ATS-RED LIGHT CAMERA		50,000.00	5,471.26	34,981.99	69.96	15,018.01
		=====	=====	=====	=====	=====
<hr/>						
*** TOTAL EXPENDITURES ***		50,000.00	5,471.26	34,981.99	69.96	15,018.01
<hr/>						
*** REVENUES OVER/(UNDER) EXPENDITURES (		50,000.00)	( 5,467.90)	( 34,966.71)	0.00	( 15,033.29)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

11 -HB 445 ROAD REPAIR

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	REVENUE	<u>412,000.00</u>	<u>43,822.31</u>	<u>332,773.43</u>	<u>80.77</u>	<u>79,226.57</u>
***	TOTAL REVENUES ***	412,000.00	43,822.31	332,773.43	80.77	79,226.57
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	HB 445 ROAD REPAIR	<u>300,000.00</u>	<u>0.00</u>	<u>930.00</u>	<u>0.31</u>	<u>299,070.00</u>
***	TOTAL EXPENDITURES ***	300,000.00	0.00	930.00	0.31	299,070.00
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	112,000.00	43,822.31	331,843.43	296.29	( 219,843.43)
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

11 -HB 445 ROAD REPAIR

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40009	HB 445 Sales Tax Revenue 1/4%	400,000.00	43,639.55	332,148.37	83.04	67,851.63
40014	TRANSFER FROM FUND 14	0.00	0.00	0.00	0.00	0.00
40020	HB 445 Interest Earned	12,000.00	182.76	625.06	5.21	11,374.94
40023	Income on Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUE		412,000.00	43,822.31	332,773.43	80.77	79,226.57
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*** TOTAL REVENUE ***		412,000.00	43,822.31	332,773.43	80.77	79,226.57
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

11 -HB 445 ROAD REPAIR

HB 445 ROAD REPAIR

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
EXPENSES (Continued).						
500800	BANK FEES	0.00	0.00	0.00	0.00	0.00
500805	Sales Taxes - Repay Texas Com	0.00	0.00	0.00	0.00	0.00
500850	HB445 Road Repair	<u>300,000.00</u>	<u>0.00</u>	<u>930.00</u>	<u>0.31</u>	<u>299,070.00</u>
	TOTAL EXPENSES (Continued)	300,000.00	0.00	930.00	0.31	299,070.00
 CAPITAL EXPENSES						
500999	DUE TO STATE PAYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL HB 445 ROAD REPAIR	300,000.00	0.00	930.00	0.31	299,070.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	300,000.00	0.00	930.00	0.31	299,070.00
 *** REVENUES OVER/(UNDER) EXPENDITURES *						
	112,000.00	43,822.31	331,843.43	0.00	(	219,843.43)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

17 -HOTEL/MOTEL OCCUPANCY TAX

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

GENERAL AND ADMINISTRATIV		<u>40,000.00</u>	<u>3,708.23</u>	<u>32,683.22</u>	<u>81.71</u>	<u>7,316.78</u>
*** TOTAL REVENUES ***		40,000.00	3,708.23	32,683.22	81.71	7,316.78
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

HOTEL/MOTEL OCCUPANCY TX		<u>40,000.00</u>	<u>0.00</u>	<u>12,829.42</u>	<u>32.07</u>	<u>27,170.58</u>
*** TOTAL EXPENDITURES ***		40,000.00	0.00	12,829.42	32.07	27,170.58
		=====	=====	=====	=====	=====

*** REVENUES OVER/(UNDER) EXPENDITURES *		0.00	3,708.23	19,853.80	0.00	( 19,853.80)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

17 -HOTEL/MOTEL OCCUPANCY TAX  
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
GENERAL AND ADMINISTRATIV						
40110	Hotel Occupancy Tax	40,000.00	3,708.23	32,683.22	81.71	7,316.78
40117	Event Donations	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL GENERAL AND ADMINISTRATIV		40,000.00	3,708.23	32,683.22	81.71	7,316.78
<hr/>						
*** TOTAL REVENUE ***		40,000.00	3,708.23	32,683.22	81.71	7,316.78
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

17 -HOTEL/MOTEL OCCUPANCY TAX

HOTEL/MOTEL OCCUPANCY TX

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>PERSONNEL SERVICES</u>						
501560	Event Funding	<u>40,000.00</u>	<u>0.00</u>	<u>12,829.42</u>	<u>32.07</u>	<u>27,170.58</u>
	TOTAL PERSONNEL SERVICES	40,000.00	0.00	12,829.42	32.07	27,170.58
<hr/>						
	TOTAL HOTEL/MOTEL OCCUPANCY TX	40,000.00	0.00	12,829.42	32.07	27,170.58
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	40,000.00	0.00	12,829.42	32.07	27,170.58
<hr/>						
***	REVENUES OVER/ (UNDER) EXPENDITURES *	0.00	3,708.23	19,853.80	0.00	( 19,853.80)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

18 -MC SECURITY FUND

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

COURTS		<u>7,000.00</u>	<u>928.54</u>	<u>4,821.02</u>	<u>68.87</u>	<u>2,178.98</u>
*** TOTAL REVENUES ***		7,000.00	928.54	4,821.02	68.87	2,178.98
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

MC SECURITY		<u>5,000.00</u>	<u>1,348.26</u>	<u>2,962.39</u>	<u>59.25</u>	<u>2,037.61</u>
*** TOTAL EXPENDITURES ***		5,000.00	1,348.26	2,962.39	59.25	2,037.61
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		2,000.00	( 419.72)	1,858.63	92.93	141.37
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

18 -MC SECURITY FUND

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
COURTS						
40408	MC Security Fund Fees	7,000.00	928.54	4,821.02	68.87	2,178.98
40422	Cr Card Convience Fee	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COURTS		7,000.00	928.54	4,821.02	68.87	2,178.98
<hr/>						
*** TOTAL REVENUE ***		7,000.00	928.54	4,821.02	68.87	2,178.98
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

18 -MC SECURITY FUND

MC SECURITY

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>PERSONNEL SERVICES</u>						
504565	MC Security Expense	<u>5,000.00</u>	<u>1,348.26</u>	<u>2,962.39</u>	<u>59.25</u>	<u>2,037.61</u>
	TOTAL PERSONNEL SERVICES	5,000.00	1,348.26	2,962.39	59.25	2,037.61
 <u>CONTRACTUAL EXPENSES</u>						
504638	HARRIS CO. CONTRACT-RADIOS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	0.00	0.00	0.00
 <u>CAPITAL EXPENSES</u>						
504915	BUILD OUT OF CLERKS' WINDOWS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL MC SECURITY	5,000.00	1,348.26	2,962.39	59.25	2,037.61
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	5,000.00	1,348.26	2,962.39	59.25	2,037.61
***	REVENUES OVER/(UNDER) EXPENDITURES *	2,000.00	( 419.72)	1,858.63	0.00	141.37
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

19 -MC TECHNOLOGY FUND

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

COURTS		0.00	0.00	( 0.70)	0.00	0.70
RESTRICTED ACCOUNTS		<u>9,000.00</u>	<u>1,060.20</u>	<u>5,448.23</u>	<u>60.54</u>	<u>3,551.77</u>
*** TOTAL REVENUES ***		9,000.00	1,060.20	5,447.53	60.53	3,552.47
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

MC TECHNOLOGY FUND		<u>8,100.00</u>	<u>1,035.40</u>	<u>5,389.67</u>	<u>66.54</u>	<u>2,710.33</u>
*** TOTAL EXPENDITURES ***		8,100.00	1,035.40	5,389.67	66.54	2,710.33
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		900.00	24.80	57.86	6.43	842.14
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

19 -MC TECHNOLOGY FUND

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>COURTS</u>						
40422	CR CARD CONV FEE	<u>0.00</u>	<u>0.00</u>	<u>( 0.70)</u>	<u>0.00</u>	<u>0.70</u>
	TOTAL COURTS	0.00	0.00	( 0.70)	0.00	0.70
 <u>RESTRICTED ACCOUNTS</u>						
41190	MC Technology Fund Fee	<u>9,000.00</u>	<u>1,060.20</u>	<u>5,448.23</u>	<u>60.54</u>	<u>3,551.77</u>
	TOTAL RESTRICTED ACCOUNTS	9,000.00	1,060.20	5,448.23	60.54	3,551.77
<hr/>						
*** TOTAL REVENUE ***		9,000.00	1,060.20	5,447.53	60.53	3,552.47
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

19 -MC TECHNOLOGY FUND

MC TECHNOLOGY FUND

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>PERSONNEL SERVICES</u>						
519570	MC Techology Fund Expenses	8,100.00	1,035.40	5,389.67	66.54	2,710.33
519571	Computer Server	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PERSONNEL SERVICES	8,100.00	1,035.40	5,389.67	66.54	2,710.33
<hr/>						
	TOTAL MC TECHNOLOGY FUND	8,100.00	1,035.40	5,389.67	66.54	2,710.33
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	8,100.00	1,035.40	5,389.67	66.54	2,710.33
<hr/>						
***	REVENUES OVER/ (UNDER) EXPENDITURES *	900.00	24.80	57.86	0.00	842.14
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

30 -CAPITAL PROJECTS

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	REVENUE	0.00	0.00	0.00	0.00	0.00
	GENERAL AND ADMINISTRATIV	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

30 -CAPITAL PROJECTS

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE</u>						
40001	DEPOSIT-BANK OF NEW YORK	0.00	0.00	0.00	0.00	0.00
40002	PREMIUM ISSUED	0.00	0.00	0.00	0.00	0.00
40003	BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
40020	INTEREST EARNED	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00
 <u>GENERAL AND ADMINISTRATIV</u>						
40117	MISC INCOME	0.00	0.00	0.00	0.00	0.00
40150	TRANSFER IN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL GENERAL AND ADMINISTRATIV	0.00	0.00	0.00	0.00	0.00
<hr/>						
*** TOTAL REVENUE ***		0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

30 -CAPITAL PROJECTS

NON-DEPARTMENTAL

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>CONTRACTUAL EXPENSES</u>						
500640	LEGAL EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	0.00	0.00	0.00
 <u>EXPENSES (Continued)</u>						
500800	BANK FEES	0.00	0.00	0.00	0.00	0.00
500850	PROJECT EXPENSE	0.00	0.00	0.00	0.00	0.00
500851	PROJECT EXPENSE-PARK DRAINAGE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL EXPENSES (Continued)	0.00	0.00	0.00	0.00	0.00
 <u>CAPITAL EXPENSES</u>						
500950	ENGINEERING EXPENSE	0.00	0.00	0.00	0.00	0.00
500950.02	ENGINEERING-FM 1774 UTILITIES	0.00	0.00	0.00	0.00	0.00
500950.03	ENGINEERING-HEB WATER EXT	0.00	0.00	0.00	0.00	0.00
500950.05	ENGINEERING-UNITY PK DRAINAGE	0.00	0.00	0.00	0.00	0.00
500950.10	ENG:TIMBERBROOK DRAINAGE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00
***	REVENUES OVER/ (UNDER) EXPENDITURES *	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

32 -MAGNOLIA RIDGE - PID

## FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	GENERAL AND ADMINISTRATIV	<u>124,315.00</u>	<u>2,182.20</u>	<u>121,533.50</u>	<u>97.76</u>	<u>2,781.50</u>
***	TOTAL REVENUES ***	124,315.00	2,182.20	121,533.50	97.76	2,781.50
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	MAGNOLIA RIDGE PID	<u>117,495.00</u>	<u>0.00</u>	<u>46,247.50</u>	<u>39.36</u>	<u>71,247.50</u>
***	TOTAL EXPENDITURES ***	117,495.00	0.00	46,247.50	39.36	71,247.50
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	6,820.00	2,182.20	75,286.00	103.90	( 68,466.00)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

32 -MAGNOLIA RIDGE - PID

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
GENERAL AND ADMINISTRATIV						
40105	AD VALOREM TAX REVENUE	<u>124,315.00</u>	<u>2,182.20</u>	<u>121,533.50</u>	<u>97.76</u>	<u>2,781.50</u>
	TOTAL GENERAL AND ADMINISTRATIV	124,315.00	2,182.20	121,533.50	97.76	2,781.50
<hr/>						
*** TOTAL REVENUE ***		124,315.00	2,182.20	121,533.50	97.76	2,781.50
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

32 -MAGNOLIA RIDGE - PID

MAGNOLIA RIDGE PID

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>I &amp; S PAYMENTS</u>						
500033	2018 PID BOND PRINCIPAL PAY'T	30,000.00	0.00	0.00	0.00	30,000.00
500034	2018 PID BOND INTEREST PAY'T	<u>87,495.00</u>	<u>0.00</u>	<u>43,747.50</u>	<u>50.00</u>	<u>43,747.50</u>
	TOTAL I & S PAYMENTS	117,495.00	0.00	43,747.50	37.23	73,747.50
<u>CONTRACTUAL EXPENSES</u>						
500650	DEVELOPER COST EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANIOUS EXPENSES</u>						
500750	DEVELOPER COST EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL MISCELLANIOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>EXPENSES (Continued)</u>						
500800	BANK FEES	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>( 2,500.00)</u>
	TOTAL EXPENSES (Continued)	0.00	0.00	2,500.00	0.00	( 2,500.00)
<u>TOTAL MAGNOLIA RIDGE PID</u>						
		117,495.00	0.00	46,247.50	39.36	71,247.50
		=====	=====	=====	=====	=====
<u>*** TOTAL EXPENDITURES ***</u>						
		117,495.00	0.00	46,247.50	39.36	71,247.50
<u>*** REVENUES OVER/(UNDER) EXPENDITURES *</u>						
		6,820.00	2,182.20	75,286.00	0.00	( 68,466.00)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

40 -SEIZED PROPERTY

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
POLICE		<u>0.00</u>	<u>1,321.44</u>	<u>11,700.41</u>	<u>0.00</u>	<u>( 11,700.41)</u>
*** TOTAL REVENUES ***		0.00	1,321.44	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
SEIZED POLICE PROPERTY		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		0.00	1,321.44	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

40 -SEIZED PROPERTY

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
POLICE						
40223	SEIZED PROPERTY INCOME	<u>0.00</u>	<u>1,321.44</u>	<u>11,700.41</u>	<u>0.00</u>	<u>( 11,700.41)</u>
	TOTAL POLICE	0.00	1,321.44	11,700.41	0.00	( 11,700.41)
<hr/>						
*** TOTAL REVENUE ***		0.00	1,321.44	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

40 -SEIZED PROPERTY

SEIZED POLICE PROPERTY

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>CONTRACTUAL EXPENSES</u>						
500673	COMPUTER SOFTWARE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRACTUAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANIOUS EXPENSES</u>						
500700	GENERAL SUPPLIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL MISCELLANIOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENSES</u>						
500960	CAPITAL EQUIPMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL SEIZED POLICE PROPERTY	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00
<hr/>						
***	REVENUES OVER/(UNDER) EXPENDITURES *	0.00	1,321.44	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

50 -JUDICIAL EFFICIENCY

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
	RESTRICTED ACCOUNTS	<u>200.00</u>	<u>103.60</u>	<u>358.80</u>	<u>179.40</u>	<u>( 158.80)</u>
***	TOTAL REVENUES ***	200.00	103.60	358.80	179.40	( 158.80)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	JUDICIAL EFFICIENCY FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	200.00	103.60	358.80	179.40	( 158.80)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

50 -JUDICIAL EFFICIENCY

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
RESTRICTED ACCOUNTS						
41190	JUDICIAL EFFICIENCY FUND FEE	200.00	103.60	358.80	179.40	( 158.80)
	TOTAL RESTRICTED ACCOUNTS	200.00	103.60	358.80	179.40	( 158.80)
<hr/>						
***	TOTAL REVENUE ***	200.00	103.60	358.80	179.40	( 158.80)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

50 -JUDICIAL EFFICIENCY

JUDICIAL EFFICIENCY FUND

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
MISCELLANIOUS EXPENSES						
500766	OFFICE EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL MISCELLANIOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL JUDICIAL EFFICIENCY FUND		0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
<hr/>						
*** TOTAL EXPENDITURES ***		0.00	0.00	0.00	0.00	0.00
<hr/>						
*** REVENUES OVER/ (UNDER) EXPENDITURES *		200.00	103.60	358.80	0.00	( 158.80)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

51 -LOCAL MUNICIPAL JURY FUND

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>REVENUE SUMMARY</u>						
COURTS		<u>0.00</u>	<u>16.35</u>	<u>87.79</u>	<u>0.00</u>	<u>( 87.79)</u>
*** TOTAL REVENUES ***		0.00	16.35	87.79	0.00	( 87.79)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		0.00	16.35	87.79	0.00	( 87.79)
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: MARCH 31ST, 2022

51 -LOCAL MUNICIPAL JURY FUND

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
COURTS						
40401	LOCAL MUNICIPAL JURY FUND	0.00	16.35	87.79	0.00	( 87.79)
	TOTAL COURTS	0.00	16.35	87.79	0.00	( 87.79)
<hr/>						
*** TOTAL REVENUE ***		0.00	16.35	87.79	0.00	( 87.79)
		=====	=====	=====	=====	=====
<hr/>						
*** TOTAL EXPENDITURES ***		0.00	0.00	0.00	0.00	0.00
<hr/>						
*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	16.35	87.79	0.00	( 87.79)
		=====	=====	=====	=====	=====

REVENUES	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
01 -GENERAL FUND	4,921,994.95	2,209,435.04	4,457,242.98	633,419.95	3,729,721.09	727,521.89	83.68
02 -WATER	5,467,293.61	2,871,370.60	10,195,537.31	( 5,017,029.85)	3,599,608.03	6,595,929.28	35.31
04 -CAPITAL PROJ-ENTERPRISE	3,204,350.00	547,768.25	1,936,137.00	0.00	0.00	1,936,137.00	0.00
05 -DEBT SERVICE - GENERAL	676,235.00	627,920.12	786,235.00	107,450.37	739,435.42	46,799.58	94.05
06 -4B COMMUNITY DEV.	322,500.00	253,991.27	506,000.00	43,736.35	332,574.95	173,425.05	65.73
07 -4A ECONOMIC DEV.	620,000.00	490,215.22	803,000.00	87,455.74	664,889.76	138,110.24	82.80
10 -ATS-RED LIGHT CAMERA	1,500.00	247.32	0.00	3.36	15.28	( 15.28)	0.00
11 -HB 445 ROAD REPAIR	312,000.00	245,570.70	412,000.00	43,822.31	332,773.43	79,226.57	80.77
17 -HOTEL/MOTEL OCCUPANCY	45,000.00	16,195.39	40,000.00	3,708.23	32,683.22	7,316.78	81.71
18 -MC SECURITY FUND	5,500.00	3,895.83	7,000.00	928.54	4,821.02	2,178.98	68.87
19 -MC TECHNOLOGY FUND	11,000.00	4,198.06	9,000.00	1,060.20	5,447.53	3,552.47	60.53
27 -IN-KIND FRANCHISE FEE	0.00	0.00	0.00	0.00	3,915.20	( 3,915.20)	0.00
32 -MAGNOLIA RIDGE - PID	124,315.00	124,382.29	124,315.00	2,182.20	121,533.50	2,781.50	97.76
40 -SEIZED PROPERTY	0.00	1,481.74	0.00	1,321.44	11,700.41	( 11,700.41)	0.00
50 -JUDICIAL EFFICIENCY	600.00	136.04	200.00	103.60	358.80	( 158.80)	179.40
51 -LOCAL MUNICIPAL JURY	0.00	0.00	0.00	16.35	87.79	( 87.79)	0.00
GRAND TOTAL REVENUES	15,712,288.56	7,396,807.87	19,276,667.29	( 4,091,821.21)	9,579,565.43	9,697,101.86	49.70

CITY OF MAGNOLIA  
STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL  
AS OF: MARCH 31ST, 2022

% OF YEAR COMPLETED: 50.00

EXPENDITURES	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
01 -GENERAL FUND	3,724,613.32	1,655,885.45	4,429,495.50	411,222.92	2,112,131.49	2,317,364.01	47.68
02 -WATER	3,263,955.09	1,065,137.64	3,788,774.26	200,498.65	1,621,740.42	2,167,033.84	42.80
04 -CAPITAL PROJ-ENTERPRI	12,473,850.00	3,153,251.36	3,596,622.00	934,561.21	3,082,484.14	514,137.86	85.70
05 -DEBT SERVICE - GENERA	674,917.50	110,622.50	785,718.00	0.00	112,295.00	673,423.00	14.29
06 -4B COMMUNITY DEV.	320,037.00	204,959.93	379,018.31	60,695.51	108,500.29	270,518.02	28.63
07 -4A ECONOMIC DEV.	100,563.00	54,320.99	96,152.00	7,297.94	57,125.61	39,026.39	59.41
10 -ATS-RED LIGHT CAMERA	344,838.10	213,985.86	50,000.00	5,471.26	34,981.99	15,018.01	69.96
11 -HB 445 ROAD REPAIR	300,000.00	11,387.93	300,000.00	0.00	930.00	299,070.00	0.31
17 -HOTEL/MOTEL OCCUPANCY	45,000.00	12,349.68	40,000.00	0.00	12,829.42	27,170.58	32.07
18 -MC SECURITY FUND	5,000.00	1,640.79	5,000.00	1,348.26	2,962.39	2,037.61	59.25
19 -MC TECHNOLOGY FUND	15,600.00	2,933.80	8,100.00	1,035.40	5,389.67	2,710.33	66.54
30 -CAPITAL PROJECTS	0.00	155,511.50	0.00	0.00	0.00	0.00	0.00
32 -MAGNOLIA RIDGE - PID	113,920.00	47,060.00	117,495.00	0.00	46,247.50	71,247.50	39.36
40 -SEIZED PROPERTY	0.00	9,800.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	21,382,294.01	6,698,847.43	13,596,375.07	1,622,131.15	7,197,617.92	( 6,398,757.15)	52.94
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 5,670,005.45)	697,960.44	5,680,292.22	( 5,713,952.36)	2,381,947.51	3,298,344.71	41.93

## FY 2022 MAGNOLIA MUNICIPAL COURT COLLECTIONS REPORT

<b>MONTH</b>	<b>CITATIONS PAID THROUGH TRAFFIC PAYMENT.COM</b>	<b>CITATIONS PAID IN OFFICE OR THROUGH THE MAIL</b>	<b>TOTAL COURT COLLECTIONS</b>
<b>OCT.2021</b>	32,518.63	19,898.86	52,417.49
<b>Nov.2021</b>	23,661.30	\$18,944.50	42,605.80
<b>DEC.2021</b>	19,796.90	12,736.22	32,533.12
<b>JAN.2022</b>	31,048.70	17,777.26	48,825.96
<b>FEB.2022</b>	32,273.07	20,178.40	52,451.47
<b>MAR.2022</b>	36,011.92	19,026.56	55,038.48
<b>APR. 2022</b>			
<b>MAY 2022</b>			
<b>JUN. 2022</b>			
<b>JUL. 2022</b>			
<b>AUG. 2022</b>			
<b>SEPT. 2022</b>			
<b>TOTAL:</b>	165,310.52	108,561.80	283,872.32
	BY: FRANCES SUAREZ 04/01/2022		

2022 MAGNOLIA MUNICIPAL COURT CASE MANAGEMENT REPORT										
Month	Citations Issued	Violations Issued	Warnings Issued	New Warrants Issued	Warrants Cleared	Arraignment Cases	Juvenile Court Cases	Judge Trial cases	*Jury Trial Cases	Show Cause cases
January	175	263	353	723	49	36	5	0	0	0
February	121	158	217	614	81	35	3	0	0	9
March	189	283	372	88	74	43	2	0	0	5
April										
May										
June										
July										
August										
September										
October										
November										
December										
TOTAL	485	704	942	1425	204	114	10	0	0	14
Completed By: Frances Suarez										

**Code Compliance Report**  
For Month Of MARCH 2022

	DATE	ADDRESS	NAME	VIOLATION	STATUS
C	3/3	18111 Buddy Riley Blvd.	City of Magnolia	SIGNS	2 Removed
R	3/9	114 MELTON	MATTER, E.T.	TRAVEL TRAILER <sup>OUT OF COMPLIANCE</sup>	Citation Issued
R	3/9	110 SARA LN	TORRES	RV ON PRIVATE PROPERTY	Notified by letter
R	3/11	545 MELTON ST.	ALAIMO	RV ON PRIVATE PROPERTY	Notified by MAIL
C	3/14	Montgomery, TX	Edison, E.	Property Inquiry - NOT in Magnolia	
R	3/15	214 BUTLER ST.	Astolfo, J. / WARE, J.E.	RV ON PRIVATE PROPERTY	Notified
C	3/16	38900 FM 1774 RD	TURK, Michael F	Abandoned Signs	Notice Sent
C	3/17	18423 FM 1488 RD	DAR PRO SOLUTIONS	Grass bio Overflow	Will pick up
C	3/18	40420 Mill Creek Rd.	PENA	ENCROACHMENT BY DEVELOPER	REFERRED TO COUNTY
C	3/18	18111 Buddy Riley Blvd	City of Magnolia	SIGNS	16 removed
C	3/21	280 Country Crossing Circle	Colonna, Michael	DRAINAGE in backyard	Consent Builder
R	3/21	31510 BRYAN ST.	YEATS, V	UTILITY TRAILER (BRYAN ST)	notice mailed
R	3/21	31510 BRYAN ST.	Kirk, B	" " "	Notice Mailed
R	3/21	130 SARA LN	Onofre, F + Benitez, L	Food Trailer	notice mailed
R	3/25	214 R.L. BUTLER ST.	Astolfo, J & WARE J.E.	RV NOT IN COMPLIANCE	Notified 3-25-22 (4-18)
R	3/25	110 SARA LN.	TORRES, M	<del>RV</del> Trailer NOT IN COMPLIANCE	Notified 3-25 (4-18)
R	3/25	130 SARA LN.	Onofre / Benitez	FOOD TRAILER NOT COMPLIANCE	Notified 3-25-22 (4-18)
C	3/28	203 MAGNOLIA BLVD.	WIN COMMERCIAL PROPERTY LLC	DUMPSTER ENCLOSURE	Citation Issued
C	3/29	18111 Buddy Riley Blvd.	City of Magnolia	SIGNS	38 removed
C	3/31	18111 Buddy Riley	City of Magnolia	SIGNS	3 removed
C	3/31	18904 FM 1488 RD.	FEDDY LTD.	SIGNS	Now COMPLIANCE

C = Commercial  
R = Residential