

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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### **AGENDA JOINT PUBLIC HEARING WITH CITY COUNCIL AND PLANNING & ZONING COMMISSION TUESDAY, MAY 10, 2022 – 6:00 P.M.**

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### **REGULAR CITY COUNCIL MEETING TUESDAY, MAY 10, 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 OF CITY COUNCIL AND CERTIFICATION OF A QUORUM
  - d. ROLL CALL OF PLANNING & ZONING COMMISSION AND CERTIFICATION OF A QUORUM
2. **OPEN JOINT PUBLIC HEARING WITH CITY COUNCIL AND PLANNING & ZONING COMMISSION**

On May 10, 2022 at 6:00 p.m. City of Magnolia Planning and Zoning Commission and City Council will hold a joint 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:

- Conditional Use Permit for 823 Magnolia Blvd. concerning use of preconstructed buildings in a nonresidential, Public Use (PU) zoned district.

3. **CLOSE JOINT PUBLIC HEARING WITH CITY COUNCIL AND PLANNING & ZONING COMMISSION AND CONVENE JOINT OPEN MEETING WITH CITY COUNCIL AND PLANNING & ZONING COMMISSION**

4. **CONSIDERATION AND POSSIBLE ACTION BY PLANNING & ZONING COMMISSION REGARDING CONDITIONAL USE PERMIT FOR 823 MAGNOLIA BLVD**
  5. **ADJOURN JOINT PUBLIC HEARING WITH CITY COUNCIL AND PLANNING & ZONING COMMISSION AND RECONVENE OPEN REGULAR CITY COUNCIL MEETING**
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### **REGULAR CITY COUNCIL MEETING**

6. **PROCLAMATIONS AND PRESENTATIONS** (Mayor Todd Kana)
  - a. Proclamation of April as Fair Housing Month for the City of Magnolia
  - b. Presentation of 2020-2021 Audit by Brooks Watson Co.
  - c. Presentation from Habitat From Humanity representatives
7. **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 April 12, 2022.
  - b. **CONSIDERATION – APPROVAL OF PUBLIC FUNDS INVESTMENT PORTFOLIO – QUARTER ENDING MARCH 2022**
  - c. **CONSIDERATION – APPROVE REQUEST OR NEW SIGNATURE CARDS FROM WOODFOREST BANK AFTER CANVASS OF MAY 7, 2022 ELECTION**
  - d. **CONSIDERATION – APPROVE 2022-2023 BUDGET CALENDAR**
8. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-012 AMENDING IMPACT FEES FOR NEW CONSTRUCTION** (Mayor Todd Kana)  
Consideration and possible action to adopt:

#### **ORDINANCE NO. O-2022-012**

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING CHAPTER 94 "UTILITIES" OF THE CODE OF ORDINANCES BY AMENDING THE CITY'S IMPACT FEES FOR WATER AND WASTEWATER FACILITIES PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ANNOTATED §395.001 ET. SEQ; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; CONTAINING A REPEALING CLAUSE; AND PROVIDING FOR SEVERABILITY.

9. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE CLEARGOV BUDGETING SOFTWARE PROPOSAL** (Mayor Todd Kana)

10. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-017 AUTHORIZING THE PURCHASE OF +/-2.28 ACRES FROM THE CITY OF MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION OUT OF THE MAXIE-WORSHAM FM 149 TRACT** (Mayor Todd Kana)

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-017**

A RESOLUTION OF THE CITY OF MAGNOLIA, TEXAS, AUTHORIZING RESOLUTION AUTHORIZING THE PURCHASE OF 2.28 +/- ACRES OF REAL PROPERTY FROM THE MAGNOLIA ECONOMIC DEVELOPMENT CORPORATION (4A) OUT OF THE MAXIE-WORSHAM FM 149 TRACT, THAT IS LOCATED WITHIN THE CITY CORPORATE BOUNDARIES TO THE CITY OF MAGNOLIA, TX.

11. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF 165.271 +/- ACRES BY MAGNOLIA ESCONDIDO LLC INTO THE CITY OF MAGNOLIA WITHIN AREA OF EXTRATERRITORIAL JURISDICTION BY ADOPTING ORDINANCE NO. O-2022-013** (Mayor Todd Kana)

Consideration and possible action to adopt:

**ORDINANCE NO. O-2022-013**

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.

12. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE AN IMPACT FEE CREDIT AGREEMENT FOR PURCHASE OF WATER PLANT AND REMOTE WELL SITES WITH MAGNOLIA ESCONDIDO LLC.** (Mayor Todd Kana)

13. **CONSIDERATION – ACCEPT AND APPROVE PETITION FOR CONSENT TO ANNEXATION OF 118.69 ACRES BY FORESTAR (USA) REAL ESTATE GROUP, INC**

**INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165 BY ADOPTING  
RESOLUTION NO. R-2022-018 (Mayor Todd Kana)**

Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MAGNOLIA, MONTGOMERY COUNTY, TEXAS, CONSENTING  
TO THE ANNEXATION OF 118.69 ACRES INTO  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO.  
165.

14. **CONSIDERATION – AUTHORIZE CITY ENGINEER TO PREPARE AND SIGN LETTERS  
ON CITY LETTERHEAD CONFIRMING SPONSORSHIP BY THE CITY FOR ROADS  
TYING INTO TXDOT MAINTAINED ROADS NECESSARY TO OBTAIN TXDOT  
PERMITTING (Mayor Todd Kana)**
15. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE NICHOLS  
SAWMILL INTERCEPTOR SEWER REPLACEMENT PHASE 1 AND 2 PROPOSAL WITH  
GBI PARTNERS FOR SURVEYING SERVICES NOT TO EXCEED \$5,600  
(Mayor Todd Kana)**
16. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE NICHOLS  
SAWMILL INTERCEPTOR SEWER REPLACEMENT PHASE 3 PROPOSAL WITH GBI  
PARTNERS FOR SURVEYING SERVICES NOT TO EXCEED \$7,000 (Mayor Todd Kana)**
17. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE NICHOLS  
SAWMILL INTERCEPTOR SEWER REPLACEMENT PHASE 3 PROPOSAL WITH RABA  
KISTNER FOR CONSTRUCTION MATERIALS AND TESTING SERVICES NOT TO  
EXCEED \$34,125 (Mayor Todd Kana)**
18. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE WATER  
PLANT NO. 3 CLEARING AND GRUBBING PROJECT PROPOSAL WITH WINDROSE  
FOR SURVEYING SERVICES NOT TO EXCEED \$1,595 (Mayor Todd Kana)**
19. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE FM 1488  
FORCE MAIN CONSTRUCTION AND WATER LINE RELOCATION PROPOSAL WITH  
GBI PARTNERS FOR SURVEYING SERVICES NOT TO EXCEED \$8,000  
(Mayor Todd Kana)**
20. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE FM 1488  
FORCE MAIN CONSTRUCTION AND WATER LINE RELOCATION PROPOSAL WITH**



**RABA KISTNER FOR CONSTRUCTION MATERIALS AND TESTING SERVICES NOT TO EXCEED \$34,141 (Mayor Todd Kana)**

21. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE AEI ENGINEERING SERVICES WORK ORDER 22-003 FOR PREPARATION OF A CITY MASTER THOROUGHFARE PLAN NOT TO EXCEED \$56,000 (Mayor Todd Kana)**
22. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE AEI ENGINEERING SERVICES WORK ORDER 22-004 FOR DESIGN ENGINEERING SERVICES FOR WATER WELL NO. 8 NOT TO EXCEED \$200,000 (Mayor Todd Kana)**
23. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE AEI ENGINEERING SERVICES WORK ORDER 22-005 FOR CONSTRUCTION PHASE SERVICES FOR WATER PLANT NO. 3 CLEARING AND GRUBBING NOT TO EXCEED \$4,500 (Mayor Todd Kana)**
24. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE THE INTERLOCAL PARTICIPATION AGREEMENT BETWEEN CITY OF MAGNOLIA, TEXAS AND BUYBOARD REGARDING MAKING USE OF LOCAL GOVERNMENT COOPERATIVE PURCHASING DISCOUNTS (Mayor Todd Kana)**
25. **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-019 TO DESIGNATE AUTHORIZED SIGNATORIES FOR THE 2021 TEXAS CDBG PROGRAM, GRANT AGREEMENT NUMBER CDV21-0209 (Mayor Todd Kana)**  
Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-019**

A RESOLUTION BY THE CITY COUNCIL OF CITY OF MAGNOLIA DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) GRANT AGREEMENT NUMBER CDV21-0209.

26. **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2022-020 ADOPTING REQUIRED CDBG CIVIL RIGHTS POLICIES (Mayor Todd Kana)**  
Consideration and possible action to adopt:

**RESOLUTION NO. R-2022-020**  
**Resolution Regarding Civil Rights**  
**The City of Magnolia, Texas**

27. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. O-2022-014 AUTHORIZING THE ISSUANCE OF CITY OF MAGNOLIA, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022** (Mayor Todd Kana)

Consideration and possible action to adopt:

ORDINANCE NO. O-2022-014

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF MAGNOLIA, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022.

28. **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO APPROVE A LEASE PURCHASE AGREEMENT WITH AMERICAN NATIONAL LEASING, FOR A REPLACEMENT PATROL VEHICLE** (Mayor Todd Kana)

29. **CONSIDERATION, APPROVE RESOLUTION NO. R-2022-021 NOMINATING CANDIDATE FOR APPOINTMENT TO GROUNDWATER REDUCTION PLAN CONTRACT REVIEW COMMITTEE** (Mayor Todd Kana)

Consideration and possible action to adopt:

RESOLUTION NO. R-2022-021

A RESOLUTION REGARDING NOMINATING CANDIDATE FOR APPOINTMENT TO GROUNDWATER REDUCTION PLAN CONTRACT REVIEW COMMITTEE.

30. **CONSIDERATION – SET DATE FOR SPECIAL MEETING OF CANVASS OF GENERAL ELECTION** (Mayor Todd Kana)

31. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE CONDITIONAL USE PERMIT FOR 832 MAGNOLIA BLVD BY ADOPTING ORDINANCE NO. O-2022-015 APPROVING A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE APPROVED CONDITIONAL USE PERMIT**

(Mayor Todd Kana)

Consideration and possible action to adopt:

ORDINANCE NO. O-2022-015

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.

**32. 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 Rezoning of 0.9183 acres of land from neighborhood conservation 2 (NC2) to Suburban Village (SV).**

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

**34. 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)

**35. 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 \_\_\_\_\_



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




LEGAL NOTICES

legals@chron.com 281-378-1000

Legals/Public Notices

Legals/Public Notices

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL PERMIT NO. WQ0013417001

APPLICATION. Liberty Utilities (Silverleaf Water) LLC, 16623 Farm-to-Market Road 2493, Suite E, Tyler, Texas 75703, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013417001 (EPA I.D. No. TX0103004) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 200,000 gallons per day. The domestic wastewater treatment facility is located at 12233 Calfee Road, Conroe, in Montgomery County, Texas 77304. The discharge route is from the plant site to an unnamed tributary; thence to Lake Conroe. TCEQ received this application on March 3, 2022. The permit application is available for viewing and copying at Montgomery County Central Library, 104 Interstate 45 North, Conroe, Texas. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.  
<https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbdd360f8168250f&marker=-25.539166%2C-30.383055&level=12v>

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "(I/we) request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose. Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period. TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

MAILING LIST. If you submit public comments, a request for a contested case hearing, or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commission's Integrated Database at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea informacion en Espanol, puede llamar al 1-800-687-4040.

Further information may also be obtained from Liberty Utilities (Silverleaf Water) LLC at the address stated above or by calling Mr. Eric Burkett, Texas Operations Manager, at 903-730-4852.

Issuance Date: April 13, 2022

Public Notice

Q&A

What makes newspapers the best source for public notice?

Newspapers are independent, credible, and can guarantee readership. Newspaper readers pay attention to what's going on in the community.

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Public Notice

Q&A

What is a public notice?

It's information about important government activities. Notice in the newspaper is required for a good reason — to make sure it's NOTICED. It's crucial to government transparency...and government accountability.

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## **PROCLAMATION OF APRIL AS FAIR HOUSING MONTH**

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of The City of Magnolia, do proclaim April as Fair Housing Month in the City of Magnolia and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and Adopted by The City of Magnolia, Montgomery County, State of Texas, on the day of April 10, 2022.



**CITY OF MAGNOLIA, TEXAS**

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

**ATTEST:**

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

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 PUBLIC HEARING AND REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA APRIL 12, 2022**

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A meeting of the City Council was held on this date, April 12, 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. OPEN 1<sup>st</sup> PUBLIC HEARING ON AMENDMENT OF IMPACT FEES**



Mayor Todd Kana opened the 1<sup>st</sup> Public Hearing at 7:03 p.m.

**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.

Mayor Kana read aloud the Notice of Public Hearing. City Attorney Leonard Schneider noted that staff and City Engineer were present to answer any questions regarding the findings of the Advisory Committee for Impact Fees. Planning Consultant Tana Ross presented the findings and recommendation of the Planning & Zoning Advisory Committee.

**4. CLOSE 1<sup>ST</sup> PUBLIC HEARING**

Mayor Kana closed the 1<sup>st</sup> Public Hearing at 7:04 p.m.

**5. OPEN 2<sup>ND</sup> PUBLIC HEARING ON TEXT AMENDMENTS TO UDC AND CONDITIONAL USE PERMIT**

Mayor Todd Kana opened the 2<sup>nd</sup> Public Hearing at 7:06 p.m. There was a typo on the agenda regarding the time, but the published notice did say 7 p.m.

**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**

Mayor Kana closed the 2<sup>nd</sup> Public Hearing at 7:04 p.m. There were not any speakers.

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

Mayor Todd Kana closed the Public Hearings and convened the Regular Meeting at 7:07 p.m.

**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**

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

- 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.

Planning Consultant Tana Ross presented this item. City Attorney Leonard Schneider informed Council the procedures to follow.

Marcy Parker, 31602 Hanks Rd., Magnolia, TX 77355 spoke in opposition to Item #9.

Frank Parker, 31602 Hanks Rd., Magnolia, TX 77355 spoke in opposition to Item #9.

Stacy Anzick, 19702 Sapphire Cir., Magnolia, TX 77355 spoke in opposition to Item #9.

James Elmore, 212 W. 33<sup>rd</sup> St., Houston, TX 77018, with Cisneros Design Group and representative for the property owner spoke in favor to Item #9.

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

**10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE JIFFY LUBE, 218 SMITH STREET, FINAL PLAT, +/-0.7100 ACRES (Mayor Todd Kana)**

Planning Consultant Tana Ross presented this item.

**MOTION: Upon a motion to approve Jiffy Lube, 218 Smith Street, Final Plat, +/-0.7100 acres made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**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.

Planning Consultant Tana Ross presented this item.

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

**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.

Planning Consultant Tana Ross presented this item.

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

**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)

Patrick Egan, a Partner with the developers GC Magnolia, L.P., presented this item; a 60-acre tract with two large MUD projects all but the Multi-Family complex within the MUD located at the SE corner of Spur 149 and FM 1488. Approximately 43 acres will be commercial and generating sales tax.

**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.

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

**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.

City Attorney Leonard Schneider informed Council that the City Engineer recommended the City put in language for well head protection in Chapter 94 of the City Code of Ordinances. City Engineer Mike Kurzy explained the requirements by Texas Commission on Environmental Quality (TCEQ).

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

**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)**

City Administrator Don Doering presented this item and noted that the use of HB445 money in the bank will be used for funding. City Attorney Leonard Schneider noted the proposal is by Larry Young Paving in the amount of \$76,000.

**MOTION: Upon a motion to approve a proposal to pave commerce street under terms of the Interlocal Agreement with Montgomery County made by Councilmember Carby and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**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.

City Administrator Don Doering presented this item and reminded Council the application was already approved previously and this resolution creates the terms of the loan which TxDOT is demanding the City to move utilities out of their right-of-way in the amount of \$2.8 million dollars.

**MOTION:** Upon a motion to approve Resolution No. R-2022-016 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.

**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).

Economic Development Director Rachel Steele was present to answer any questions.

**MOTION:** Upon a motion to approve Resolution No. R-2022-014 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.

**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)

City Administrator Don Doering presented this item and informed the City has received two proposals and recommends AEI Engineering to get this project that is beyond a year overdue completed. City Attorney Leonard Schneider noted there was a provision in the contract with Strand that allowed for written termination.

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

**20. DISCUSSION REGARDING AEI ENGINEERING WORK ORDER FOR MAGNOLIA TRANSPORTATION MASTER PLAN** (Mayor Todd Kana)

City Engineer Mike Kurzy presented this item and informed Council that in 2020 the City had a population of 3,990 and in 2025 the population is expected to expand to 30,000 and the need for a transportation plan that addresses all the traffic coming through. He is recommending bringing forth a proposal.

**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)**

City Attorney Leonard Schneider presented this item and explained it allows for other entities to be brought in under the agreement and he has no objection to the form of content.

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

**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)**

City Administrator Don Doering informed Council that he and the City Engineer were in attendance at the bid opening and LG&G Construction Inc. was the low bidder and recommends approval. City Engineer Mike Kurzey also noted that there were seven bids total and they have worked with the construction company in the past and their references turned out good so he has no objection to award the contract to the company. It was determined by Mr. Kurzy the actual name of the company is LG&G Construction, Inc.

**MOTION: Upon a motion to award the contract for Water Plant #3 Clearing and Grubbing to LG&G Construction Inc. in the amount of \$51,450 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.**

**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**

Mayor Todd Kana convened into Closed Executive Session at 7:55 p.m.

24. **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 8:20 p.m.

**MOTION: Upon a motion to authorize staff to respond to Audubon's letter dated April 8, 2021 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.**

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

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

Police Chief Kyle Montgomery was absent due to attendance at out-of-town training.

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

City Administrator Don Doering reported in addition to meeting with developers and construction engineers he attended a preconstruction meeting on Nichols Sawmill Sanitary Extension Phase 3; the 24-inch sewer line being brought up from the treatment plant all the way up to FM 1488 and noted that with the fiscal year 50% over we have collected 55% budgeted revenue and spent 41% of our budgeted expenses. Mr. Doering informed Council the City had received \$46,483 from public auction for their undervalued surplus in the bone yard that was previously approved by Council. Crystal Supak was commended for her efforts.

26. **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 8:24 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 April 12, 2022.

ATTEST:

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Kandice Garrett, City Secretary

# Investment Portfolio

Quarter Ending  
MARCH 2021

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City of Magnolia  
Quarterly Investment Report  
Investment Officer's Certification  
For the Quarter Ended  
March, 2022

This report is prepared for the City of Magnolia in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA), Section 2256.023(a). The PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the City of Magnolia's Investment Officer(s) and includes the disclosures required in the PFIA. Market values were obtained from Woodforest Financial Services, Inc. (Raymond James Financial Services, Inc.)

The investment portfolio complied with the PFIA and the City of Magnolia's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the City of Magnolia and were made in full compliance with the PFIA and the City of Magnolia's approved Investment Policy.

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Councilmember

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Councilmember

  
City Administrator

  
Finance Administrator/Investment Officer



## INVESTMENT SUMMARY

Beginning Balance	\$	1,987,044.53
Deposits	\$	-
Income	\$	536.34
Withdrawals	✓ \$	(1,250,000.00)
Expenses	\$	-
Change in Market Value	\$	285.00
Ending Balance	\$	<u><u>737,865.87</u></u>

## FUNDS INVESTED

### DEBT SERVICE RESERVE FUNDS

2006 REVENUE BOND RESERVE \$ 35,000.00  
(k/n/a 2014 refunding bond)

2019 Tax & Revenue C/O ✓ \$ 500,000.00  
(N/K/A 2021 Tax Rev C/O)

### SPECIAL REVENUE FUNDS

HB445 \$ 150,000.00

### OPERATING FUNDS

4B-COMMUNITY DEVELOPMENT CORP. \$ -

SUBTOTAL	\$	685,000.00
EARNINGS	\$	52,865.87
TOTAL	\$	<u><u>737,865.87</u></u>

✓ Investment of \$2m was done to get below our bank LOC in the amount of \$25m, now returning back to account.



City of Magnolia Quarterly Investment Report  
Quarter Ending March 31, 2022

Cash Accounts:	Prior	Market Value	Market Value	Changes to	Book Value	Accrued	Interest	% of	Maturity	Days	WAM
	Market Value	Market Value	Market Value	Market Value	Book Value	Interest	Received	Portfolio	Date	Remaining	
Pooled Cash-Operating Fund	\$ 6,536,155.87	\$ 7,879,233.09	\$ 1,343,077.22	\$ 7,879,233.09	n/a	n/a	n/a	33.4%	n/a	1	0.343
Scofflaw Fund	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	0.0%	n/a	1	0.000
City Administrator's Fund	\$ -	\$ -	\$ -	\$ -	n/a	n/a	\$ -	0.0%	n/a	1	0.000
Impact Fees	\$ 5,884,885.09	\$ 7,490,757.31	\$ 1,605,872.22	\$ 7,490,757.31	n/a	\$ -	\$ 1,372.22	31.8%	n/a	1	0.327
Debt Service-2014 G/O Bond	\$ 101,794.36	\$ 101,814.39	\$ 20.03	\$ 101,814.39	n/a	\$ -	\$ 20.03	0.4%	n/a	1	0.004
Capital Projects-2014 C/O	\$ 47.75	\$ 47.75	\$ -	\$ 47.75	n/a	\$ -	\$ -	0.0%	n/a	1	0.000
Red Light Camera Fund	\$ 56,695.45	\$ 34,575.14	\$ (22,120.31)	\$ 34,575.14	n/a	\$ 8.39	\$ 8.39	0.1%	n/a	1	0.002
H8445 Fund	\$ 2,031,767.49	\$ 2,194,303.79	\$ 162,536.30	\$ 2,194,303.79	n/a	\$ 413.86	\$ 413.86	9.3%	n/a	1	0.096
HMOT Fund	\$ 111,408.19	\$ 118,436.72	\$ 7,028.53	\$ 118,436.72	n/a	n/a	n/a	0.5%	n/a	1	0.005
4A-Economic Dev Corp	\$ 1,871,404.65	\$ 2,156,690.86	\$ 285,286.21	\$ 2,156,690.86	n/a	\$ 392.74	\$ 392.74	9.1%	n/a	1	0.094
4B-Community Dev Corp	\$ 1,058,142.02	\$ 1,168,502.91	\$ 110,360.89	\$ 1,168,502.91	n/a	\$ 217.31	\$ 217.31	5.0%	n/a	1	0.051
Escrow Agent -SJRA	\$ 504,923.32	\$ 545,295.60	\$ 40,372.28	\$ 545,295.60	n/a	n/a	n/a	2.3%	n/a	1	0.024
HUD (GLO) Fund	\$ 1,161,254.26	\$ 1,161,254.26	\$ -	\$ 1,161,254.26	n/a	n/a	n/a	4.9%	n/a	1	0.051
Raymond James MM Fund	\$ 337,633.53	\$ 88,169.87	\$ (249,463.66)	\$ 88,169.87	n/a	\$ 2.48	\$ 2.48	0.4%	n/a	1	0.004
<b>Total Cash Accounts</b>	<b>\$ 19,656,111.98</b>	<b>\$ 22,939,081.69</b>	<b>\$ 3,282,969.71</b>	<b>\$ 22,939,081.69</b>	n/a	<b>\$ 2,427.03</b>	<b>\$ 2,427.03</b>	<b>97.2%</b>			

Investment Accounts:

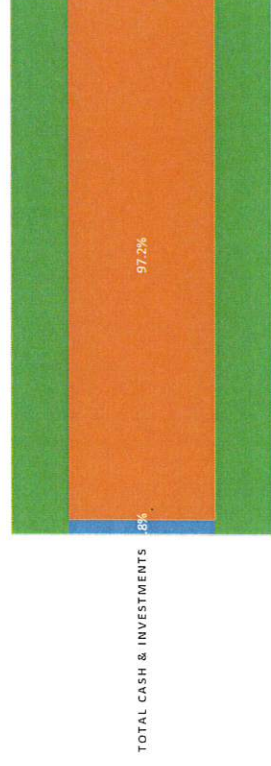
Merchants Bank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Bankwell Bank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Industrial & Comm Bank	\$ (250,000.00)	\$ 250,000.00	\$ -	\$ 249,862.50	\$ 62.33	\$ -	\$ -		5/27/2022	57	21.92
Israel Discount Bk of NY	\$ -	\$ -	\$ (250,000.00)	\$ -	\$ -	\$ -	\$ -		1/28/2022	0	0.00
Preferred Bk Los Angeles	\$ (250,000.00)	\$ 150,000.00	\$ -	\$ 149,848.50	\$ -	\$ -	\$ -		6/30/2022	91	20.99
Safra National Bank	\$ (250,000.00)	\$ -	\$ (250,000.00)	\$ -	\$ 123.63	\$ -	\$ -			0	0.00
Cambridge Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Golman Sachs Bank	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 249,985.00	\$ 300.01	\$ -	\$ -		4/6/2022	6	2.31
Beal Bank	\$ (250,000.00)	\$ (250,000.00)	\$ -	\$ -	\$ 61.64	\$ -	\$ -		2/2/2022	0	0.00
Mizuho Bank	\$ (250,000.00)	\$ (250,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -				
NorthPointe Bk Grand Rapids	\$ (250,000.00)	\$ (250,000.00)	\$ -	\$ -	\$ 54.25	\$ -	\$ -		2/28/2022	0	0.00

Total Investment Accounts

\$ (1,250,000.00) \$ 650,000.00 \$ (1,250,000.00) \$ 649,696.00 \$ - \$ 601.86 2.8%

Total Cash & Investments

\$ 18,406,111.98 \$ 23,589,081.69 \$ 2,032,969.71 \$ 23,588,777.69 \$ - \$ 3,028.89 100.0%





**WOODFOREST<sup>SM</sup>**  
WEALTH STRATEGIES

Securities offered through Raymond James Financial Services

February 28 to March 31, 2022

## City of Magnolia Account Summary

Brokerage

Account No. 22424987

Closing Value \$737,865.87

CITY OF MAGNOLIA  
18111 BUDDY RILEY BLVD  
MAGNOLIA TX 77354-5864119

PAUL LANCASTER, JASON HARRIS  
Raymond James Financial Services, Inc.  
1330 Lake Robbins Dr | Ste 150 | The Woodlands, TX 77380 | (832) 375-2713  
plancaster@woodforestwealth.com

Raymond James Client Services | 800-647-SERV (7378)  
Monday - Friday 8 a.m. to 9 p.m. ET  
Online Account Access | raymondjames.com/clientaccess

### Account Purpose

Provide income with a conservative risk tolerance and a 5 to 10 year time horizon.

### Activity

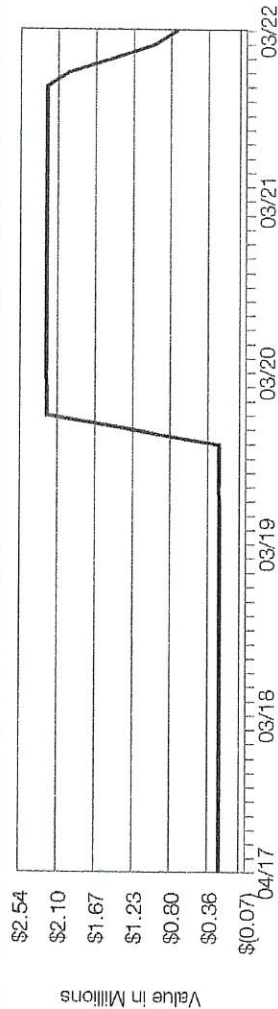
	This Statement	Year to Date
Beginning Balance	\$ 987,933.73	\$ 1,987,044.53
Deposits	\$ 0.00	\$ 0.00
Income	\$ 7.14	\$ 536.34
Withdrawals	\$ (250,000.00)	\$ (1,250,000.00)
Expenses	\$ 0.00	\$ 0.00
Change in Value	\$ (75.00)	\$ 285.00
Ending Balance	\$ 737,865.87	\$ 737,865.87

### Dollar-Weighted Performance

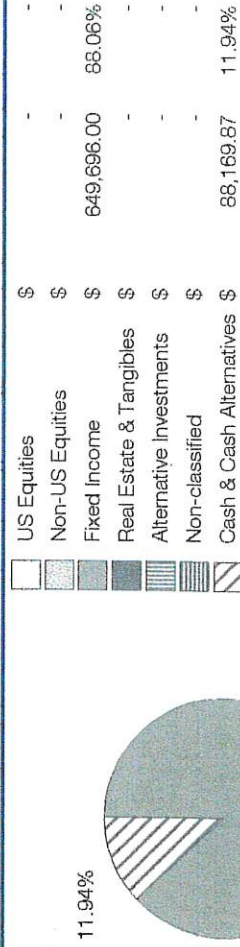
See Understanding Your Statement for important information about these calculations.

Performance Inception 02/10/10	This Quarter	YTD	2021	2020	Annualized Since 02/10/2010
	0.04%	0.04%	0.05%	0.16%	0.75%

### Value Over Time



### Asset Allocation Analysis



Morningstar asset allocation information is as of 03/30/2022 (mutual funds & annuities) and 03/17/2022 (529s).





February 28 to March 31, 2022

## Understanding Your Statement

City of Magnolia Account No. 22424987

Need help navigating your statement? Visit <http://raymondjames.com/statements/comp> for a guide.

Raymond James & Associates, Inc. (RJA), member New York Stock Exchange/SIPC, carries your account(s) and acts as custodian or sub-custodian, as applicable, for funds and securities deposited in your account(s) directly by you or as a result of transactions we process for your account(s). For Individual Retirement Custodial Accounts (IRA accounts), Raymond James Trust Company of New Hampshire is custodian (RJ Trust Co NH - Custodian) and RJA is sub-custodian. Securities are offered through Raymond James Financial Services, Inc. Member FINRA/SIPC (RJFS), a registered broker dealer. RJFS acts as introducing broker on each account, meaning that RJFS, as the "broker of record" has a written agreement with RJA for RJA to provide custody, clearing, and trade execution services for your account(s). Unless otherwise specified, products purchased through RJFS or held at RJA are not insured by the FDIC, NCUA, other financial institution insurance or government agencies, are not deposits or other obligations of and are not guaranteed by any Raymond James entity, and are subject to investment risks, including possible loss of principal invested.

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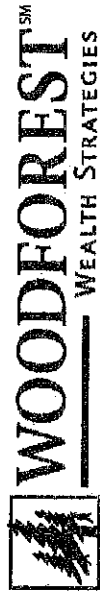
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Securities offered through Raymond James Financial Services

## Your Portfolio

City of Magnolia Account No. 22424987

## Cash &amp; Cash Alternatives

## Cash / Client Interest Program ♦

Description	(Symbol)	Value	Estimated Income Yield	Estimated Annual Income
<b>CLIENT INTEREST PROGRAM* - Selected Sweep Option</b>				
		\$0.03	0.01%	

## Cash / Client Interest Program Total

\$0.03

\$0.00

♦ Please see Client Interest Program on the Understanding Your Statement page.

## Raymond James Bank Deposit Program #

Description	(Symbol)	Value	Estimated Income Yield	Estimated Annual Income
<b>Raymond James Bank Deposit Program # - Selected Sweep Option</b>				
US Bank National Association		\$88,169.84	0.01%	\$8.81

## Raymond James Bank Deposit Program Total

\$88,169.84

\$8.81

## Your bank priority state: TX

Participating banks you declined: West Bank, Truist Bank, Goldman Sachs Bank USA, Raymond James Bank, First Mid Bank and Trust NA, Citibank NA, PNC Bank N.A., The Bank of East Asia Ltd, Extraco Banks NA, Synchrony Bank, Cadence Bank NA, Bank of Baroda, American Express National B, Umpqua Bank, NexBank, Simmons Bank (LOB), HSBC Bank USA NA, JPMorgan Chase Bank NA, INTRUST Bank NA and Metro City Bank

Participating banks recently added: Israel Discount Bank of New York 04/01/2022; CIBC Bank USA 04/01/2022; Bank of India 02/07/2022; Forbright Bank 02/07/2022; First Merchants Bank 02/07/2022

# Please see the Raymond James Bank Deposit Program on the Understanding Your Statement page.

Estimated Income Yield for RJBDP and CIP were calculated as of 03/28/2022.

## Cash &amp; Cash Alternatives Total

\$88,169.87

\$8.81

February 28 to March 31, 2022

## Understanding Your Statement (continued)

City of Magnolia Account No. 22424987

completeness or attainability of this information. Investment decisions should be made only after contacting your financial advisor.

**Asset Allocation Analysis** - This analysis is for informational purposes only and is intended to be used as part of a complete portfolio review with your financial advisor. The data provided in the asset allocation analysis is subject to inherent limitations and is not guaranteed to represent actual asset class exposure(s) within your account(s) at the time of calculation. See <https://clientaccess.rjf.com/faq/#assetallocation> to learn more. Raymond James and Morningstar data

are subject to the availability of fund filings as well as internal analysis and may not represent real-time allocations.

The Cash & Cash Alternatives asset class represents cash and money market holdings, as well as cash allocations contained in mutual funds, annuities, and other investment products. For an actual cash value, please refer to the holdings sections of the Client Statement.

Due to rounding, the sum of the broad classes may not exactly match the total assets value.

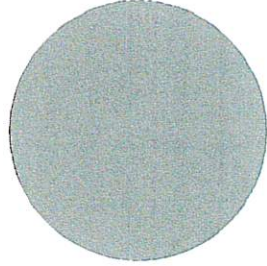




## Fixed Income \*

### Credit Quality Analysis

Lowest Available *	Current Period Value	Percentage Allocation
U.S. Treasury	\$ 0.00	0.00%
Agency/GSE Debt	\$ 0.00	0.00%
ABS/MBS/CDOs	\$ 0.00	0.00%
Certificates of Deposit (CDs)	\$ 649,696.00	100.00%
AAA	\$ 0.00	0.00%
AA	\$ 0.00	0.00%
A	\$ 0.00	0.00%
BAA	\$ 0.00	0.00%
Below Investment Grade	\$ 0.00	0.00%
Not Rated	\$ 0.00	0.00%

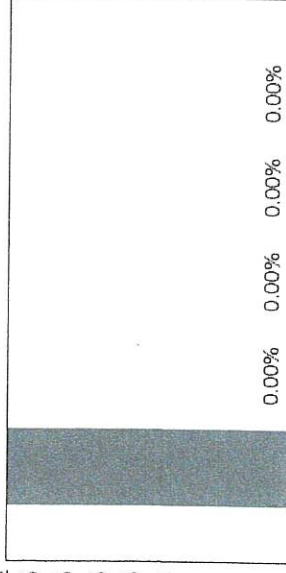


\* Based on Moody's, S&P and Fitch (municipals only) Long Term Rating

### Maturity Analysis

Maturity	Current Period Value	Percentage Allocation
0 to < 1 yr	\$ 649,696.00	100.00%
1 to < 3 yrs	\$ 0.00	0.00%
3 to < 7 yrs	\$ 0.00	0.00%
7 to < 14 yrs	\$ 0.00	0.00%
14 to > yrs	\$ 0.00	0.00%

100.00%



### Certificates of Deposit (CDs)

Description (Account Number or CUSIP)	Par Value	Estimated Annual Income	Date Acquired	Price	Value	Accrued Interest	Total Cost Basis/ Gain or (Loss)	Adjusted Cost/ Gain or (Loss)
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 1000% DUE 04/06/2022 (38149MC43) Ratings Information: Not Rated	\$250,000.00	\$250.00	10/01/2021	\$99.994	\$249,985.00	\$120.55	\$250,000.00 \$(15.00)	\$250,000.00 \$(15.00)
INDUSTRIAL & COMM BK CHINA USA NEW YORK, NY FDIC # 24387 CERTIFICATE OF DEPOSIT SEMI-ANNUAL .1000% DUE 05/27/2022 (45581 ECC3) Ratings Information: Not Rated	\$250,000.00	\$250.00	01/27/2021	\$99.945	\$249,862.50	\$41.78	\$250,000.00 \$(137.50)	\$250,000.00 \$(137.50)



February 28 to March 31, 2022

**Your Portfolio (continued)**  
City of Magnolia Account No. 22424987

**Fixed Income (continued) \***

**Certificates of Deposit (CDs) (continued)**

Description (Account Number or CUSIP)	Par Value	Estimated Annual Income	Date Acquired	Price	Value	Accrued Interest	Total Cost Basis/ Gain or (Loss)	Adjusted Cost/ Gain or (Loss)
PREFERRED BK LOS ANGELES, CA FDIC # 33539 CERTIFICATE OF DEPOSIT MONTHLY 0500% DUE 06/30/2022 (740367MM6) Ratings Information: Not Rated	\$150,000.00	\$75.00	01/25/2021	\$99.899	\$149,848.50		\$149,825.00 \$223.50	\$149,825.00 \$223.50
<b>Certificates of Deposit (CDs) Total</b>	<b>\$650,000.00</b>	<b>\$575.00</b>			<b>\$649,696.00</b>	<b>\$162.33</b>	<b>\$649,825.00 \$71.00</b>	<b>\$649,825.00 \$71.00</b>

\* Adjusted Cost figure may not have been modified with accrued market discount, acquisition premium or bond premium.

**Fixed Income Total**

**\$649,696.00**

**\$575.00**

\* Please see Fixed Income Investments on the Understanding Your Statement page.

**Portfolio Total \$737,865.87**

**Accrued Interest Total \$162.33**

**Portfolio Total with Accrued Interest \$738,028.20**

Log in to Client Access at <https://www.raymondjames.com/clientaccess> to view additional position details, filter, sort, or download up to 18 months of activity and see available delivery options for account documents.





**WOODFOREST<sup>SM</sup>**  
WEALTH STRATEGIES  
Securities offered through Raymond James Financial Services

February 28 to March 31, 2022

**Your Activity**  
City of Magnolia Account No. 22424987

## Activity Summary

Income			Withdrawals		Sales / Redemptions		
Type	This Statement	Year to Date	Type	This Statement	Type	This Statement	Year to Date
Interest - Taxable	\$6.40	\$533.86	Withdrawals	\$(250,000.00)	Redemptions	\$0.00	\$1,000,000.00
Interest at RJ Bank Deposit Program	\$0.74	\$2.48	Total Withdrawals	\$(250,000.00)	Total Sales/Redemptions	\$0.00	\$1,000,000.00
Total Income	\$7.14	\$536.34					

## Activity Detail

Date	Activity Category	Activity Type	Description (Symbol or CUSIP)	Quantity	Price	Amount	Cash Balance	Additional Detail
Beginning Balance								
03/01/2022	Withdrawal	Withdrawal	ACH Disbursement			\$(250,000.00)	\$88,162.73	*ACH TO WOODFOREST NATIONAL BA ACH TRANSFER
03/31/2022	Income	Interest at RJ Bank Deposit Program	Raymond James Bank Deposit Program			\$0.74	\$88,163.47	
03/31/2022	Income	Interest - Taxable	Cash held in CIP			\$0.03	\$88,163.50	
03/31/2022	Income	Interest - Taxable	PREFERRED BK LOS ANGELES, CA FDIC # 33539 CERTIFICATE OF DEPOSIT MONTHLY .0500% DUE 06/30/2022 (740367MM6)			\$6.37	\$88,169.87	Paid on 150,000



February 28 to March 31, 2022

# Your Activity (continued)

City of Magnolia Account No. 22424987

## Future Payments

### Future Interest Payments <sup>o</sup>

Description	(Symbol or CUSIP)	Record Date	Payable Date	Estimated Amount	Additional Detail
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 38124 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 1000% DUE 04/06/2022 (38149MC43)		03/20/2022	04/06/2022	\$124.66	0.10% coupon x 250,000,000 per value
Future Interest Payments Total				\$124.66	

<sup>o</sup> Please see Future Payments on the Understanding Your Statement page.

## Realized Capital Gains & Losses <sup>o</sup>

### Short Term

Description	(Symbol or CUSIP)	Quantity	Opening Date	Opening Amount	Closing Date	Closing Amount	Gain or (Loss) Pct.	Gain or (Loss)
BEAL BANK SSB PLANO, TX FDIC # 39574 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 0500% DUE 02/02/2022 (07371ALP6)		250,000,000	07/28/2021	\$250,000.00	02/02/2022	\$250,000.00	0.00%	\$0.00
NORTHPOINTE BK GRAND RAPIDS, MI FDIC # 34963 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 1200% DUE 02/28/2022 (686613JRE)		250,000,000	11/23/2021	\$250,000.00	02/28/2022	\$250,000.00	0.00%	\$0.00
Net Short-Term Gain / Loss Total				\$500,000.00		\$500,000.00	0.00%	\$0.00

<sup>o</sup> Please see Cost Basis on the Understanding Your Statement page.

### Long Term

Description	(Symbol or CUSIP)	Quantity	Opening Date	Opening Amount	Closing Date	Closing Amount	Gain or (Loss) Pct.	Gain or (Loss)
ISRAEL DISCOUNT BK OF NY NEW YORK, NY FDIC # 19977 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 0500% DUE 01/28/2022 (465076RZ2)		250,000,000	01/26/2021	\$250,000.00	01/26/2022	\$250,000.00	0.00%	\$0.00
SAFRA NATIONAL BANK NEW YORK, NY FDIC # 26876 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 0500% DUE 02/03/2022 (78658REN7)		250,000,000	02/02/2021	\$250,000.00	02/03/2022	\$250,000.00	0.00%	\$0.00
Net Long-Term Gain / Loss Total				\$500,000.00		\$500,000.00	0.00%	\$0.00

<sup>o</sup> Please see Cost Basis on the Understanding Your Statement page.



**CITY OF MAGNOLIA****PRELIMINARY BUDGET AND TAX RATE CALENDAR****FY 2022-2023***May 10, 2022*

May	10	<b>Regular Council Meeting – Request for Council Goals/Update Council Goals</b>
May	11-23	Directors and Supervisors review Departmental Budgets with Finance Dept.
May	27	Deadline for completion of Departmental Budgets
June	10	Deadline for first internal draft of Proposed Budget
June	27	<b>First Draft of Proposed Budget to City Council</b>
July	12	<b>Budget Workshop – 5:30 p.m. to 7 p.m. before REGULAR Council Meeting</b>
July	22	<b>Proposed Budget Filed w/City Secretary (must be 15 days before public hearing &amp; 30 days before tax rate adoption)</b>
July	25-28	Chief Appraiser Certifies Appraisal roll; Tax Assessor calculates no-new revenue & voter-approval tax rates
August	5	<b>Taxing unit shall post Notice of Tax Rates</b> (provided by Tax Assessor-Collector prominently on the home page of City website (City Secretary) (must be published at least 7 days before public hearing)
August	5	<b>Publish Notice of Budget Hearing</b> (City Secretary) (has to be published 10-30 days before public hearing)
August	9	<b><u>SPECIAL</u> City Council Meeting to approve tax rate <u>or</u> the no-new revenue tax rate, take record vote to place proposed tax rate/increase on future agenda &amp; set public hearing &amp; Regular City Council Meeting</b>
August	16	<b>Publish Notice of Public Hearing on Tax Increase</b> in newspaper, including Record Vote on Proposed Tax Increase (County Tax Assessor/Collector) (Send to Tammy McRae on <del>August 31</del> must be at least 7 days before adoption)
August	16	<b>Post Notice of Tax Revenue Increase on City website (<u>must be published at least 7 days before meeting to adopt</u>)</b>
August	23	<b><u>SPECIAL</u> City Council Meeting - PUBLIC HEARING ON TAX RATE (RESTRICTED) and PUBLIC HEARING ON BUDGET &amp; Regular City Council Meeting</b>
August	24	<b><u>SPECIAL</u> City Council Meeting – Adopt: 1. Operating Budget, &amp; 2. Tax Rate (no later than 7 days after public hearing)</b>
August	31	<b>File copy of Tax Rate w/Montgomery County Appraisal District; file copy of Budget w/City Secretary, County Clerk</b>
October	1	<b>Effective date of Budget</b>

**ORDINANCE O-2022-012  
AMENDING IMPACT FEES FOR NEW CONSTRUCTION**

**AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING CHAPTER 94 "UTILITIES" OF THE CODE OF ORDINANCES BY AMENDING THE CITY'S IMPACT FEES FOR WATER AND WASTEWATER FACILITIES PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ANNOTATED §395.001 ET. SEQ; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; CONTAINING A REPEALING CLAUSE; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the City Council of the City of Magnolia, Texas (the "City") adopted impact fees for new construction in 1998, 2003 and 2008; and the 2008 Ordinance No 2008-136 adopting impact fees was codified into the City Code of Ordinance, Chapter 94, Article V;

**WHEREAS**, the City Council on or about May 24, 2010 adopted Ordinance 2010-176 amending impact fees for new construction in the time and manner as required by Chapter 395 of the Texas Local Government Code; and

**WHEREAS**, the City Council, pursuant to Chapter 395 of the Texas Local Government Code, determined on August 6, 2013 by minute order, not to update the 2008 land use assumptions, capital improvements plans or impact fees authorized by the 2008 impact fee Ordinance; and

**WHEREAS**, the City Council on or about January 14, 2014, adopted Ordinance No. O- 2014-002 Amending Impact Fees for New Construction & Adoption of a Land Use Assumptions Map as required by Chapter 395 of the Texas Local Government Code; and

**WHEREAS**, the City Council on or about October 9, 2018, adopted Ordinance No. O- 2018-018 Amending Impact Fees for New Construction & Adoption of a Land Use Assumptions Map as required by Chapter 395 of the Texas Local Government Code; and

**WHEREAS**, the City Council on or about August 13, 2019, adopted Ordinance No. O- 2019-016 Amending Impact Fees for New Construction & Adoption of a Land Use Assumptions Map as required by Chapter 395 of the Texas Local Government Code; and

**WHEREAS**, Section 395.052 of the Texas Local Government Code requires that the land use assumptions and capital improvement plan for which an impact fee is imposed shall be reviewed, evaluated, and updated at least every five years; and

**WHEREAS**, the City Council has reviewed and evaluated its land use assumptions, capital improvement plan, and impact fees for water and wastewater facilities in the time and manner required by law; and

**WHEREAS**, the City Council has employed qualified professionals to prepare updates to its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City, and each was considered by the City's impact fee advisory committee, and such assumptions, plan, and proposed fees were filed with the City, along with the advisory committee's timely comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fees required by law; and

**WHEREAS**, the City Council has completed an Impact Fee Analysis, as presented in the Rate Analysis and Impact Fee Review" ("AEI 2021 Report") report prepared by AEI Engineering ("AEI"). AEI incorporated the "Water and Wastewater Capital Improvement Plans (CIP) and Impact Fees" report ("Strand 2019 Report") prepared by Strand Associates, Inc, on which to base the recommended amendment of

fees. The AEI report is attached to this Ordinance as Exhibit “A” and the Strand 2019 Report is attached as Attachment 6 of the AEI Reoprt ; and

**WHEREAS**, the Capital Improvement Advisory Committee timely provided its written comments on the proposed amendments to the land use assumptions, capital improvements plan and impact fee; and

**WHEREAS**, the City of Magnolia has met all of the legal requirements and prerequisites for implementation and update of impact fees in accordance with Chapter 395 of the Texas Local Government Code; and

**WHEREAS**, the City Council called, gave notice of, and conducted a public hearing on such amendments, in the time and manner required by law; and

**WHEREAS**, the City Council now desires to approve and adopt such amendments to the land use assumptions, the capital improvement plan, and impact fees for water and wastewater facilities, all in accordance with said Chapter 395, Texas Local Government Code; and

**WHEREAS**, the amendments are intended to assess, impose and collect water and wastewater impact fees on new development, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated service areas; and

**WHEREAS**, The City is authorized to enact this Ordinance in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital

improvements or facility expansions necessitated by and attributable to such new development; and

**WHEREAS**, the City has caused to be attached to this Ordinance as Exhibit “B” the maximum allowable impact fees set forth in the “Rate Analysis and Impact Fee Review” prepared by AEI; and

**WHEREAS**, the City has cause to be attached to this Ordinance as Exhibit “C” impact fees to be assessed and collected against new, nonexempt development on lands located within the corporate boundaries of the City and the City’s extra-territorial jurisdiction; (the “Impact Fee Service Area”); and

**WHEREAS**, the City Council finds it necessary to adopt the following amendments to Chapter 94 of the Code of Ordinances; 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 V, “WATER AND WASTEWATER IMPACT FEES” of Chapter 94 “UTILITIES” of the City of Magnolia Code of Ordinances is hereby amended by amending sections 94-160 through 94-164, as shown in attached Exhibit “D” 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 10<sup>th</sup> day of April, 2022.



CITY OF MAGNOLIA, TEXAS

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Todd Kana, Mayor

ATTEST:

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Kandice Garrett, City Secretary

CITY OF MAGNOLIA, TEXAS

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# Rate Analysis and Impact Fee Review

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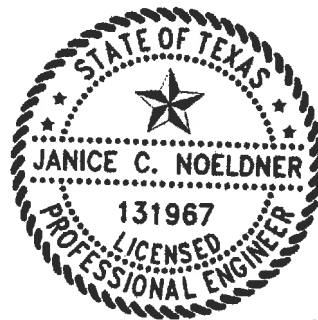
*Prepared by:*



[www.baxterwoodman.com](http://www.baxterwoodman.com)

October 2021

TBPELS Firm No. F-21783



*Janice C. Noeldner*  
11/15/2021



# City of Magnolia, Texas Rate Analysis and Impact Fee Review

## TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
1. Overview .....	1
1.1    Introduction .....	1
1.2    Scope of Study .....	1
2. Rate Analysis.....	1
2.1    Existing Fee Schedule.....	1
2.2    Rate Analysis.....	2
2.3    Out-of-City Rates and Tax Comparison.....	4
2.4    Recommendations.....	4
3. Impact Fee Review .....	5

### Attachments

Attachment 1	Fee Schedule (dated April 14, 2020)
Attachment 2	Water and Wastewater Expenses
Attachment 3	Tiered Water Usage by Connection Type
Attachment 4	Cost of Water Billed
Attachment 5	Residential In-City to Out-of-City Costs
Attachment 6	Water and Wastewater Capital Improvement Plans (CIP) and Impact Fees (dated June 6, 2019)

# 1. OVERVIEW

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## 1.1 Introduction

The City of Magnolia (the City) is located in southwestern Montgomery County, Texas, approximately 40 miles northwest of the City of Houston metropolitan area. The City provides water and wastewater services to customers within its boundaries and to customers within its extraterritorial jurisdiction (ETJ). The City has expressed concern that the current rates and impact fees may not accurately reimburse the City for monies expended to provide water and sewer service.

## 1.2 Scope of Study

AEI Engineering, a Baxter & Woodman Company (AEI) was authorized to evaluate water and sewer rates for all customers and review the impact fee for new connections into the system. The results of the study and recommendations are discussed herein.

# 2. RATE ANALYSIS

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## 2.1 Existing Fee Schedule

The City's Fee Schedule specifies rates to be charged for water and sewer service, as well as other rates such as grease trap inspection fees, solid waste disposal fees, permit fees, and impact fees. The water and sewer rates are categorized by user type and include the following:

- City Use
- Commercial – Inside City Limits
- Commercial – Outside City Limits
- Institutional
- Irrigation – Inside City Limits
- Irrigation – Institutional
- Irrigation – Outside City Limits
- Irrigation – 3-inch meter Outside City Limits
- Multi-Family – Inside City Limits
- Residential – Grand Oaks
- Residential – Inside City Limits
- Residential – Outside City Limits
- Senior – Inside City Limit

The City's current Fee Schedule is included as **Attachment 1**. This analysis primarily focuses on residential and commercial rates, as the majority of City water usage is from residential and commercial accounts. A summary of the residential sewer rates for In-City and Out-of-City customers is in **Table 1** as follows.

**Table 1 – Residential Water and Sewer Rates**

Water Usage Range	In-City			Out-of-City		
	Water	Sewer	Total	Water	Sewer	Total
First 1,000 gallons (base rate)	\$21.00	\$9.95	<b>\$30.95</b>	\$40.00	\$9.95	<b>\$49.95</b>
Cost per each additional 1,000 gallons	\$3.65	\$3.00	<b>\$6.65</b>	\$5.55	\$3.00	<b>\$8.55</b>

Commercial and multi-family accounts are currently charged at the same rate. Out-of-City accounts are charged the In-City rate multiplied by 1.5. Both types of accounts have major maintenance and depreciation fees. These fees go to the City's Enterprise Fund and were therefore not included in this analysis. In the summary in **Table 2** below, water and sewer fees have been combined to provide total rates per tier.

**Table 2 – Commercial and Multi-Family Water and Sewer Rates**

Water Usage Range	In City			Out of City		
	Water	Sewer	Total	Water	Sewer	Total
First 5,000 gallons (base rate)	\$30.00	\$25.00	<b>\$55.00</b>	\$45.00	\$37.50	<b>\$82.50</b>
5,001-15,000 gallons (per 1,000 gallons)	\$7.50	\$5.50	<b>\$13.00</b>	\$11.25	\$8.25	<b>\$19.50</b>
15,001-30,000 gallons (per 1,000 gallons)	\$8.00	\$6.00	<b>\$14.00</b>	\$12.00	\$9.00	<b>\$21.00</b>
>30,000 gallons (per 1,000 gallons)	\$8.75	\$6.50	<b>\$15.25</b>	\$13.13	\$9.75	<b>\$22.88</b>

The San Jacinto River Authority (SJRA) and the Lone Star Groundwater Conservation District (LSGCD) impose fees on all groundwater pumped within their jurisdiction. The City is currently charging SJRA and LSGCD fees at a pass-through rate. Between 2019 and 2021, the SJRA imposed a groundwater pumpage fee of \$2.73 per 1,000 gallons of groundwater pumped by GRP participants. Effective September 1, 2021, the fee increased to \$2.8888 per 1,000 gallons. The 2021 LSGCD fee is \$0.085 per 1,000 gallons of water pumped.

## 2.2 Rate Analysis

Data from Fiscal Year End (FYE) 2018, 2019, and 2020 was used for this analysis. These are the most recent three (3) fiscal years at the time of project authorization.

Pumped water amounts were provided from LSGCD for all three (3) City groundwater wells. Water billed was compiled from consumption data from the City. Expenses for the water plants, water distribution system, wastewater plant, and wastewater collection system were input to determine the total annual expense for both the water system and wastewater system. Expenses include both direct and indirect costs. Direct costs include items such as chemicals, utilities, insurance premiums, and general supplies. Indirect costs include items such as engineering fees, consulting fees, and permit fees. Total expenses were divided by the water billed amount in the same period to determine the cost of water per 1,000 gallons billed. A 3-year average of water and sewer costs per 1,000 gallons billed is shown in **Table 3** below.

**Table 3 – 3-Year Average of Water and Sewer Operational Cost**

Expense	Cost per 1,000 Gallons Billed
Water	\$4.47
Sewer	\$3.96
Total	\$8.44

The complete data for the 3-year average operational cost is included as **Attachment 2**. Tiered water usage per connection type is included as **Attachment 3**.

In-City Residential and In-City Commercial accounts represent over half the water use in the City. In **Attachment 4**, example billed water and sewer amounts were calculated based on average usage per tier for these two connection types. This was then compared to the cost to produce that same amount of water and sewer services. Overall, the current City rates cover the cost to produce water and sewer services.

During the evaluation, the amount of water billed was compared to the water pumped from the City's water wells. This ratio is the water accountability. A 3-year summary is shown in **Table 4** below.

**Table 4 – 3-Year Water Accountability**

Fiscal Year End	Water Pumped (MG)	Water Billed (MG)	Accountability
2018	208.089	180.496	87%
2019	211.586	183.157	87%
2020	209.809	160.134	76%

A good accountability is generally considered to be 95% or greater. Low accountability can be due to a number of reasons and can include, but are not limited to, water main breaks or leaks, inaccurate well discharge water meters, inaccurate customer water meters, temporary construction or permanent unmetered (illicit) connections, and unaccounted flushing.

## 2.3 Out-of-City Rates and Tax Comparison

Customers inside City limits pay City property taxes while customers in the ETJ do not pay property taxes. Therefore, customers outside of City limits typically pay more for water and sewer service in lieu of taxes.

The current City tax rate is \$0.4051 per \$100 of valuation. The operating portion is \$0.1429, and the debt service is \$0.2622. Operating tax is used for maintenance or other expense items from the general fund, while debt service tax goes towards bond payment. Bonds are typically issued for water and sewer projects, so for the purpose of this study only debt service tax is included in annual revenue per residential connection.

The annual revenue per In-City residential connection was calculated per usage tier by adding example annual water and sewer bills to the debt service tax of the median-value home in the City. This was then compared to water and sewer revenues for the same usage to depict the needed water and sewer rate multiplier to result in the same revenue per residential connection. On average, Out-of-City customers would have to pay 1.84 times the In-City water and sewer rates to account for unlevied tax. The complete data is included as **Attachment 5**.

## 2.4 Recommendations

The City's water and sewer rates cover the cost to provide those services to In-City customers. Therefore, no increase in the In-City water and sewer rates is recommended. However, the fee structure does not encourage water conservation. It should be considered to add usage tiers and have higher fees for increasing tiers to encourage water conservation.

New development within the ETJ does not pay tax to the City. Therefore, if new development pays In-City water and sewer rates, they are not paying for the necessary maintenance of the water and sewer facilities. The City should continue to have higher fees for accounts outside of city limits. It should be considered to increase the Out-of-City water and sewer rates to account for the fact that they are not paying a debt service tax to the City.

The City's water accountability should be monitored. If it has not been occurring, the water meters at each water well should be tested for accuracy, and customer water meters should be proactively replaced before they meet the end of their life. This provides more precise metering which leads to more exact accountability.

The City is located in the jurisdiction of both the SJRA and LSGCD. Both entities charge a set rate to the City for every 1,000 gallons that is pumped from the groundwater wells. Billing these fees at a pass-through rate means the City is having to pay these fees for water lost. It should be considered that the City charge SJRA and LSGCD fees at cost plus a small portion higher to cover the costs of unbilled water.



In summary, the following actions are recommended:

- Consider amending the fee schedule to tier water usage to encourage conservation.
- Consider amending the fee schedule for Out-of-City residential connections.
- Consider amending fee schedule to add a fee onto SJRA and LSGCD rates to account for water loss.
- Continue to charge higher water and sewer fees for development outside of city limits.
- Test water meter accuracy at each water well.
- Consider plan for meter replacement program for meters past their useful life.

### 3. IMPACT FEE REVIEW

The City has imposed impact fees to fund water and sewer projects from the Capital Improvements Plan (CIP) that will serve new connections from future development. Impact Fees are regulated by the Local Government Code Chapter 395 – “Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments.” Impact fee amounts must be calculated from an adopted CIP. The fee must be the same amount for new connections within and outside of City limits.

The maximum fee per service unit, as regulated by Chapter 395, is calculated using the following formula:

$$\text{Maximum Fee per Service Unit} = \frac{\text{CIP costs} - \text{Credits}}{\text{Number of projected ESFCs}}$$

There are two ways to account for the credit in the above formula:

- (a) A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (b) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

Maximum impact fees were calculated by Strand Associates, Inc. and NewGen Strategies & Solutions, LLC in 2019, as included in the report in **Attachment 6**. A summary of the maximum fees with each Credit option is shown in **Table 5** as follows.

**Table 5 – 2019 Impact Fee Analysis Results**

<b>Type of Credit</b>	<b>Water</b>	<b>Sewer</b>
Maximum Fee with Revenue Credit	\$2,552	\$5,969
Maximum Fee with 50% Credit	\$2,126	\$5,027

The current water impact fee is \$1,600 and the current sewer impact fee is \$3,200. These are lower than the maximum calculated. The City should consider increasing the impact fee to cover the cost of expanding water and sewer capacities to serve new development.

Land use assumptions and the CIP must be updated at least every 5 years for entities imposing an impact fee. The City should plan on an update in or prior to 2024.



# ATTACHMENT 1

# EXHIBIT A-1

## City of Magnolia Fee Schedule

NEW UTILITY ACCOUNT DEPOSIT AND FEES					
Utility Deposit (lessees)			\$350.00		
Utility Deposit (property owners/businesses)			\$200.00		
Utility Application Fee			\$ 35.00		
Disconnect/Reconnect Fee			\$ 45.00		
Meter Tampering Fee			\$100.00		
Meter Lock Replacement Fee			Cost		
WATER RATES					
RESIDENTIAL – IN CITY					
Residential – Single family units only					
<ul style="list-style-type: none"><li>- Duplexes individually metered</li><li>- Senior &amp; disabled accounts have different rates</li><li>- Irrigation can be a separate account with exceptions</li><li>- See *Additional Notes at end of Water section</li></ul>					
	Range	Base Rate	\$/1000 gal.		
5/8" - ¾" meter	0 – 1,000	\$ 21.00			
	>1,001		\$ 3.65		
1" meter	0 – 1,000	\$ 45.00			
	>1,001		\$ 3.65		
COMMERCIAL – IN CITY					
Commercial – Banks, real estate					
<ul style="list-style-type: none"><li>- Light industrial, grocery stores</li><li>- Restaurants, retail, offices</li><li>- Hospitals</li><li>- See *Additional Notes at end of Water Section</li></ul>					
Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.52/1,000 gals.	Dep. @ \$0.45/1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 30.00				
5,001 – 15,000		\$ 7.50	\$ 0.52	\$ 0.45	\$ 8.47
15,001 – 30,000		\$ 8.00	\$ 0.52	\$ 0.45	\$ 8.97
>30,000		\$ 8.75	\$ 0.52	\$ 0.45	\$ 9.72
MULTI-FAMILY – IN CITY					
Multi-Family – Duplex, Quadplex					
<ul style="list-style-type: none"><li>- Tax credit housing</li><li>- Apartments, independent living</li><li>- Nursing facilities</li><li>- See *Additional Notes at end of Water Section</li></ul>					
Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.52/1,000 gals.	Dep. @ \$0.45/1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 30.00				
5,001 – 15,000		\$ 7.50	\$ 0.52	\$ 0.45	\$ 8.47
15,001 – 30,000		\$ 8.00	\$ 0.52	\$ 0.45	\$ 8.97
>30,000		\$ 8.75	\$ 0.52	\$ 0.45	\$ 9.72

min fee is \$150.00  
for any projects requiring an inspection

## EXHIBIT A-1 City of Magnolia Fee Schedule

### IRRIGATION – IN CITY

Irrigation – includes both residential, commercial and multi-family accounts

- Separate irrigation accounts are not eligible for the residential – senior/disabled accounts. Effective 3/1/2018
- See \*Additional Notes at end of Water Section

Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.52/1,000 gals.	Dep. @ \$0.45/1,000 gals.	Total per 1,000 gals.
0 – 2,000	\$ 16.00				
2,001 – 4,000		\$ 6.00	\$ 0.52	\$ 0.45	\$ 6.97
4,001 – 7,000		\$ 6.50	\$ 0.52	\$ 0.45	\$ 7.47
7,001 – 10,000		\$ 7.00	\$ 0.52	\$ 0.45	\$ 7.97
10,001 – 20,000		\$ 7.50	\$ 0.52	\$ 0.45	\$ 8.47
20,001 – 30,000		\$ 8.00	\$ 0.52	\$ 0.45	\$ 8.97
>30,001		\$ 8.75	\$ 0.52	\$ 0.45	\$ 9.72

### ~~IRRIGATION~~ – INSTITUTIONAL / TAX-EXEMPT / NON-PROFIT AND/OR INSTITUTIONAL / TAX-EXEMPT / NON-PROFIT

Institutional/Tax-Exempt/Non-Profit

- Schools, churches that are individually metered
  - County, City, Federal and State facilities that are individually metered.
  - Parks
1. Tax-Exempt & non-profit entity must submit proof of exemption as established by IRS.
  2. Account must in entity's name.
  3. Accounts shall be reviewed annually to ensure monthly usage conforms with the range that is used to establish the Base Rate.
  4. A 1.5 multiplier is applied to the then current Major Maintenance Fee.
  5. A 1.5 multiplier is applied to the then current Depreciation Fee.
  6. See \*Additional Notes at end of Water Section.

Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.78/1,000 gals.	Dep. @ \$0.67/1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 52.50				
5,001-10,000	\$ 52.50	\$ 9.75	\$ 0.78	\$ 0.67	\$ 11.20
10,001 – 40,000	\$ 120.00	\$ 11.25	\$ 0.78	\$ 0.67	\$ 12.70
40,001 – 75,000	\$ 480.00	\$ 13.13	\$ 0.78	\$ 0.67	\$ 14.58
>75,000	\$ 888.00	\$ 13.50	\$ 0.78	\$ 0.67	\$ 14.95

### RESIDENTIAL – OUT OF CITY

Residential – Single family units only

- Duplexes individually metered
- Senior & disabled accounts have different rates
- Irrigation can be a separate account with exceptions
- See \*Additional Notes at end of Water Section

Size Meter	Range	Base Rate	\$/1,000 gal.
5/8" – ¾" Meter	0 – 1,000	\$ 40.00	
	>1,001		\$ 5.55
1" Meter	0 – 1,000	\$ 63.00	
	>1,001		\$ 5.55

\*Additional Notes:

1. The Base Rates and the Rate Per 1,000 gallons shall be reviewed and are subject to change annually.
2. All accounts are subject to any "Pass-Through Fees"



# EXHIBIT A-1

## City of Magnolia Fee Schedule

3. A Major Maintenance Fee of \$0.52 per 1,000 gallons is added to each account based on the total volume consumed. This fee is subject to change annually. 2018 - \$0.52/1,000 gal.; 2019 - \$1.04/1,000 gal.; 2020 - \$1.55/1,000 gal.
4. A System Depreciation Fee of \$0.45 per 1,000 gallons is added to each account based on the total volume consumed. This fee is subject to change annually. 2018 - \$0.45/1,000 gal.; 2019 - \$0.90/1,000 gal.; 2020 - \$1.35/1,000 gal.
5. Out of City Accounts (Commercial & Multi-Family) are charged the In-City Rate including the Major Maintenance and Depreciation Fees, then multiplied by 1.5 to obtain the total invoiced amount.

### PASS THROUGH FEES

San Jacinto River Authority	\$ 2.73 per 1,000 gallons
Lone Star Groundwater Conservation District	\$0.165 per 1,000 gallons

### WASTEWATER

#### RESIDENTIAL – IN CITY AND OUT OF CITY

##### Residential – Single Family Units Only

- Duplexes individually metered
- Wastewater flow is based on metered water volume
- See \*Additional Notes at end of Wastewater Section

Range	Base Rate	\$1,000 gal.
0 – 1,000	\$ 9.95	
>1,000		\$ 3.00

#### COMMERCIAL – IN CITY

##### Commercial – Banks, real estate

- Light industrial, grocery stores
- Restaurants, retail, offices
- Hospitals
- Wastewater flow is based on metered water volume
- See \*\*Additional Notes at end of Wastewater Section

Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.33/1,000 gals.	Dep. @ \$0.45/1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 25.00				
5,001 – 15,000		\$ 5.50	\$ 0.33	\$ 0.45	\$ 6.28
15,001 – 30,000		\$ 6.00	\$ 0.33	\$ 0.45	\$ 6.75
>30,000		\$ 6.50	\$ 0.33	\$ 0.45	\$ 7.28

#### MULTI-FAMILY – IN CITY

##### Multi-Family – Duplex, Quadplex

- Tax credit housing
- Apartments, independent living
- Nursing facilities
- Wastewater flow is based on metered water volume
- See \*\*Additional Notes at end of Wastewater Section

Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.33/1,000 gals.	Dep. @ \$0.45/1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 25.00				
5,001 – 15,000		\$ 5.50	\$ 0.33	\$ 0.45	\$ 6.28
15,001 – 30,000		\$ 6.00	\$ 0.33	\$ 0.45	\$ 6.75
>30,000		\$ 6.50	\$ 0.33	\$ 0.45	\$ 7.28

# EXHIBIT A-1

## City of Magnolia Fee Schedule

### INSTITUTIONAL / TAX-EXEMPT / NON-PROFIT

#### Institutional / Tax-Exempt / Non-Profit

- Schools, churches that are individually metered
- County, city, federal and state facilities
- Parks
- 1. Tax-exempt & non-profit entity must submit proof of exemption as established by IRS
- 2. Account must be in entity's name
- 3. A 1.5 multiplier is applied to the then current Major Maintenance Fee
- 4. A 1.5 multiplier is applied to the then current Depreciation Fee
- 5. See \*\*Additional Notes at end of Wastewater Section

Range	Base Rate	\$/1,000 gal.	Major Maint. @ \$0.50/1,000 gals.	Dep. @ \$0.67/ 1,000 gals.	Total per 1,000 gals.
0 – 5,000	\$ 42.50				
5,001 – 10,000	\$ 42.50	\$ 7.90	\$ 0.50	\$ 0.67	\$ 9.07
10,001 – 40,000	\$ 75.00	\$ 8.25	\$ 0.50	\$ 0.67	\$ 9.42
40,001 – 75,000	\$ 375.00	\$ 9.00	\$ 0.50	\$ 0.67	\$ 10.17
>75,000	\$ 562.50	\$ 10.88	\$ 0.50	\$ 0.67	\$ 12.05

#### \*\*Additional Notes:

1. The Base Rate and the Rate Per 1,000 gallons shall be reviewed and subject to change annually.
2. A Major Maintenance Fee of \$0.33 per 1,000 gallons is added to the total volume consumed. This fee is subject to change annually.  
2018 - \$0.33/1,000 gal.; 2019 - \$0.66/1,000 gal.; 2020 - \$0.95/1,000 gal.
3. A System Depreciation Fee of \$0.45/1,000 gallons is added to the total volume consumed. This fee is subject to change annually.  
2018 - \$0.45/1,000 gal.; 2019 - \$0.90/1,000 gal.; 2020 - \$1.35/1,000 gal.
4. Out of City Accounts (Commercial and Multi-Family) are charged the In-City Rate including the Major Maintenance and Depreciation Fees, then multiplied by 1.5 to obtain the total invoiced amount.

### RESIDENTIAL WASTEWATER RATES WITH NO WATER SERVICE

Flat rate of \$30.00 a month based on an average consumption of 5,000 gallons.

### COMMERCIAL WASTEWATER RATES WITH NO WATER SERVICE AND METERED FLOW

\$6.00 per thousand gallons of metered flow

### GREASE TRAP INSPECTION RATE FEE

Each grease trap - \$30.00 per month

### SENIOR/DISABLED WATER AND SEWER RATES

#### WATER RATES

#### RESIDENTIAL – SENIOR/DISABLED IN-CITY

##### Residential – Senior/Disabled

- Age 65 & over
- 70% or greater disability
- See \*\*\*Additional Notes at end of Senior/Disabled Rates Section

Range	Base Rate	\$/1,000 gal.
5/8" – 3/4" Meter		
0 – 1,000	\$ 19.00	
>1,001		\$ 3.65

# EXHIBIT A-1 City of Magnolia Fee Schedule

1" Meter	0 - 1,000	\$ 43.00	
	>1,001		\$ 3.65

## WASTEWATER RATES

### RESIDENTIAL - SENIOR/DISABLED IN-CITY

- Residential - Senior/Disabled
- Age 65 & over
  - 70% or greater disability
  - See \*\*\*Additional Notes at end of Senior/Disabled Rates Section

Range	Base Rate	\$/1,000 gal.
0 - 1,000	\$ 19.00	
>1,001		\$ 3.00

## SENIOR/DISABLED SOLID WASTE RATE

Residential - Senior/Disabled rate	\$ 19.62
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### \*\*\*Additional Notes:

1. The Senior/Disabled exemption is only available for In-City accounts.
2. The Senior/Disabled accounts are ineligible for a separate irrigation account.
3. The account must be in the applicant's name who qualifies for the Senior/Disabled exemption.
4. Seniors must be a minimum of 65 years old. The applicant must show proof of age via birth certificate, passport, or a State issued identification card.
5. To qualify for the Disabled discount, the applicant must demonstrate a minimum of a 70% disability and submit proof. Proof of disability is either documentation from the Veterans Administration or MCAD Form 50-135, if a veteran, or through Tax Code 11.13(c) and (d) and approved by the Montgomery County Appraisal District (MCAD) using Form 50-114.
6. Existing Senior Residential Irrigation Account (separately metered) is subject to termination if the irrigation account exceeds 7,000 gallons per month for three (3) consecutive months. If terminated, the account is converted to a regular irrigation account with notification.
7. The Senior/Disabled Residential account is subject to termination if the account exceeds 7,000 gallons per month for three (3) consecutive months. If terminated, the account is converted to a residential account with notification.
8. All accounts are subject to the "Pass Through Fees" which are charged at the rate established in this Fee Schedule.

## TAP FEES

The following tap fees shall be collected as applicable from the applicant before the connection is made:

Water taps (Standard)	
5/8"	\$ 650.00
1"	\$ 775.00
1.5 "	\$1,250.00
2"	\$2,500.00

Wastewater taps (Standard)	
4"	\$ 925.00
6"	\$1,200.00

Additional requirements which may be determined to be needed by the City Engineer or the City's contract services which would exceed the cost for a standard 4" or 6" wastewater tap will be charged to the customer.

water impact  
impact 1600.00  
sewer - 3200.00

## METER FEES

Cost + 5%

## IMPACT FEES:

Each new connection to the City's water and/or wastewater system will be required to pay the appropriate impact fees as established by the City Council before construction begins.

ml Homes - water impact - 1600.00 - 902.  
sewer impact - 3000.00 - 901.  
water tap - 650.00 - 202.  
sewer tap - 925.00 - 302

# EXHIBIT A-1

## City of Magnolia Fee Schedule

See attached Impact Fees Calculation

### SOLID WASTE SERVICES

Residential Rate:	\$21.79
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### DEVELOPMENT FEE SCHEDULE

**Escrow: \$3,000**

Procedure	Notes
Preliminary Plat: <i>With no transportation improvement analysis or public improvements</i>	Fee does not include civil construction permits
Site Permit	Site preparation to shape the site for development
Site Plan: <9.99 acres	

**Escrow: \$1,500**

Rezoning: <i>All designations except PD</i>	Fee includes publication
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**Escrow: \$4,000**

Site Plan: >10 - 19.99 acres	
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**Escrow: \$5,000**

Final plat:	Fee does not include Montgomery County recordation
Major modifications of plats	Fee does not include Montgomery County recordation
Preliminary Plat	Fee does not include civil construction application materials
Rezoning: <i>Planned Development (PD)</i>	Fee includes publication
Site Plan: <i>20 or more acres</i>	

**Escrow: \$2,000**

Conditional Use Permit	Fee <u>applicable</u> only when Drainage Plan submitted separately without civil construction application materials
Drainage Plan	
Final Plat: <i>Minor amending Final Plat</i> <i>Final Vacation Plat</i>	Fee does not include Montgomery County recordation
Land Clearing Permit	Tree inventory, removal, mitigation, and erosion control NOTE: This permit is used when 5 or more trees are removed.
Text Amendment (Land Code)	
Variance	Applies to any Variance

**Escrow: \$1,000**

Administrative Appeal	
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# EXHIBIT A-1

## City of Magnolia Fee Schedule

Appeals to City Council	
Miscellaneous	
Annexation	No charge
Building Permit	In accordance with currently adopted use and square footage fees, check with Permit office
Certificate of Occupancy	\$100
Right-of-Way Encroachment Permit	\$100
Sign Permit	Fee depends upon sign type. See Part 10: Sign Permit Application. <b><i>NOTE: Sign MUST be approved before permit is issued.</i></b>
Tree Removal Permit	\$50 + \$10/protected tree
***A DOUBLE FEE WILL BE CHARGED FOR ANY WORK STARTED AND/OR COMPLETED PRIOR TO THE ISSUANCE OF THE APPROPRIATE PERMIT(S)***	
DEMOLITION	
ADMINISTRATIVE FEE (on all permits): \$150.00	
When there is a valid building permit for the address, no charge.	
Buildings <1,000 sq.ft.: \$65 + sewer disconnect fee	
Buildings 1,000 sq.ft. to 5,000 sq.ft. : \$130 + sewer disconnect fee	
Buildings >5,000 sq.ft. : \$260 + sewer disconnect fee	
<i>Note: The demolition contractor must engage the services of a master plumber for sewer, water and storm drainage disconnects.</i>	
BUILDING PERMIT FEES	
All building permits are subject to a plan review fee that is one-half (1/2) the cost of the Building Permit	
ADMINISTRATIVE FEE (on all permits): \$150.00	
Certificate of Occupancy - \$100.00	
Municipal Residential (R-3) Building Permit Inspection/Plan Review Fee Schedule based on Total Covered Area	
Sq. Ft. Living Area + Garage	\$ Permit fee Admin fee Review fee Total
< 1,000	.70 \$ 700 \$50.00 \$ 350 \$1,100
1,000 1,499	.70 \$1,050 \$50.00 \$ 525 \$1,625
1,500 1,999	.68 \$1,360 \$50.00 \$ 680 \$2,090
2,000 2,499	.66 \$1,650 \$50.00 \$ 825 \$2,525
2,500 2,999	.64 \$1,920 \$50.00 \$ 960 \$2,930
3,000 3,499	.62 \$2,170 \$50.00 \$1,085 \$3,305
3,500 3,999	.60 \$2,400 \$50.00 \$1,200 \$3,650
4,000 4,499	.58 \$2,610 \$50.00 \$1,305 \$3,965
4,500 4,999	.56 \$2,800 \$50.00 \$1,400 \$4,250
5,000 5,499	.55 \$3,025 \$50.00 \$1,512 \$4,587
5,500 5,999	.54 \$3,240 \$50.00 \$1,620 \$4,910
6,000 6,499	.53 \$3,445 \$50.00 \$1,722 \$5,217
6,500 6,999	.52 \$3,640 \$50.00 \$1,820 \$5,510



# EXHIBIT A-1

## City of Magnolia Fee Schedule

7,000	7,499	.51	\$3,825	\$50.00	\$1,912	\$5,787
7,500	7,999	.50	\$4,000	\$50.00	\$2,000	\$6,050
8,000	8,499	.49	\$4,165	\$50.00	\$2,082	\$6,297
8,500	8,999	.48	\$4,320	\$50.00	\$2,160	\$6,530
9,000	9,999	.47	\$4,700	\$50.00	\$2,350	\$7,100
>	10,000		\$2,500	\$50.00	\$1,250	\$3,800

Greater than 11,000 sq.ft. = \$3,800 + \$0.20 per additional 1,000 sq.ft.

Four (4) required inspections from permit fee = foundation, rough-in framing, rough-in energy & building final

### ELECTRICAL PERMIT FEES

**ADMINISTRATIVE FEE (on all permits): \$150.00**

#### METER LOOP INFORMATION

(includes meter loop)

(SIGNS) 100 ampere	\$65.00
125 ampere	\$65.00
200 ampere	\$100.00
400 ampere	\$125.00

Service up to and including

Over 400 ampere

\$125.00

Subpanels with 2 or more circuits

\$ 27.50 ea.

Panel with 9 or more circuits

\$ 27.50 ea.

All Outlets \$ .70

Light Fixtures \$ .70

#### Electrical Appliances:

Range receptacle \$ 8.50

Clothes dryer \$ 8.50

Cooking tops \$ 8.50

Ovens \$ 8.50

Garbage Disposals \$ 8.00

Dishwashers \$ 8.00

Window A/C \$25.00

Central A/C \$30.00

Electrical heat to 1kw \$15.00

Over 1kw thru 10kw \$18.00

Over 10kw \$19.00

Plus, per kw \$ 1.50

#### Motors:

Up to ¾ HP \$ 2.00

Up to ¾ HP \$ 2.00

Over ¾ HP to 10 HP \$ 7.50

Plus per HP \$ .35 ea.

#### Transformers:

Up to 1kva \$10.00

Over 1kva to 10 kva \$15.00

Over 10 kva \$20.00

Plus per kva \$ 2.00

#### Miscellaneous:

Motion picture machines \$ 7.50

Commercial sound equipment \$ 5.00

Over ¾ HP to 10 HP \$ 7.50

Ballpark- & Parking lot light poles \$25.00

Pole with guy wire \$ 7.50

#### TEMPORARY INSTALLATIONS:

Installations such as wood saws, floor surfacing machines, paint-spraying apparatus shall be charged per installation \$15.00

Temporary lighting installations \$15.00

Temporary lighting installations, such as carnivals, or similar installations for amusement, show, display or similar uses, shall be charged as:

10 kva \$20.00

Over 10 kva \$ 1.00

#### Electric water heater:

Not exceeding 1500 watts \$10.00

Over 1500 watts \$15.00

Plus per 1,000 watts \$ 1.50

Incandescent electric signs & Incandescent gas or vacuum tube signs per KVA \$ 5.00

Sign installation inspection per kva \$ 7.50

min fee \$150.00

## EXHIBIT A-1

### City of Magnolia Fee Schedule

Temporary saw pole (Good for only 90 days)	\$25.00	Streamers and festoon lighting, per circuit	\$ 2.00
Temporary cut-in <u>MANDATORY</u>	\$25.00	Permanently connected electrical appliances & equipment of any nature not otherwise specified shall be charged as: 5 kw	\$ 2.00
<b>SLAB INSPECTIONS:</b>			
SLAB INSPECTION	\$35.00		
Additional Slab Inspection	\$35.00	Partial cover-up	\$35.00
Re-inspection fee	\$35.00	Commercial ditch cover-up up to 100 ft.	\$35.00
Reconnection fee	\$20.00	Cover up over 100 ft., per 100 ft.	\$ 5.00
Commercial Appliances	\$ 7.50 ea.		
Electric welders	\$ 7.50		
<b>HVAC PERMIT FEES</b>			
<b>ADMINISTRATIVE FEE (on all permits): \$150.00</b>			
Plus \$10.50 per ton		Duct replacement only	\$55.00
<b>RE-INSPECTION FEE</b>			
<b>SHOULD THE BUILDING INSPECTOR BE ASKED BY THE PERMIT HOLDER TO RE-INSPECT THE WORK, AND UPON ATTEMPTING TO RE-INSPECT FINDS THAT THE WORK IS NOT READY FOR RE-INSPECTION, THERE SHALL BE AN ADDITIONAL \$70.00 RE-INSPECTION FEE CHARGED.</b>			
<b>MANUFACTURED HOUSING PERMIT FEES</b>			
Permit fee: \$350.00 + Plan Review Fee: \$175.00 = \$575.00			
<b>PLUMBING PERMIT FEES</b>			
<b>ADMINISTRATIVE FEE (on all permits): \$150.00</b>			
Re-Inspection	\$ 70.00	Gas Opening	\$ 22.50 ea.
Plumbing Fixtures	\$ 5.50 ea.	Gas	\$ 45.00
Sprinkler System	\$ 65.00	Sewer Connection	\$ 50.00
Irrigation System	\$ 65.00	Grease Trap	\$ 65.00
Stand Pipe	\$ 45.00	Backflow Preventers	\$ 40.00
Water Heaters	\$ 30.00 ea.	Com. Water Tap	ASK
Wall Heaters	\$ 32.00	Residential Water Tap	ASK
		Commercial Sewer Tap	ASK
		Residential Sewer Tap	ASK
		Impact Fee – Sewer	ASK
<b>SWIMMING POOL PERMIT FEE</b>			
<b>ADMINISTRATIVE FEE (on all permits): \$150.00</b>			

# EXHIBIT A-1

## City of Magnolia Fee Schedule

**All swimming pool permits are subject to a plan review fee that is one-half (1/2) the cost of the Permit**  
Swimming pool fee: \$47.80 x square footage x 0.017 multiplier

### FENCE PERMIT FEES

**ADMINISTRATIVE FEE (on all permits): ~~\$150.00~~**

Fence permit fee: \$65

65  
115

### SIGN PERMIT FEES

**ADMINISTRATIVE FEE (on all permits): \$150.00**

#### INITIAL AND ANNUAL OPERATING FEES:

Suspended sign:	\$ 25.00	+ inspection fee for electrical signs - \$35.00 ea.
Wall sign <160 sq. ft.	\$ 35.00	+ inspection fee for non-electrical signs - \$10.00 ea.
Wall sign >160 sq. ft.	\$ 50.00	
Ground sign <160 sq. ft.	\$ 50.00	
Ground sign >160 sq. ft.	\$ 75.00	
Multi-Tenant Sign:	\$100.00	
Annual permit fee	\$ 25.00	

### FIRE SUPPRESSION SYSTEM

**ADMINISTRATIVE FEE (on all permits): ~~\$450.00~~**

Fire suppression system permit fee: \$75

### SPECIAL EVENT PERMIT

**ADMINISTRATIVE FEE (on all permits): ~~\$450.00~~**

Special event permit fee - \$35 per day

### BANNER DISPLAY FEES

\$25.00 per location (\$50.00 if using both TxDot Magnolia locations)

### PERMIT TO MOVE SUPER HEAVY OR OVERSIZE EQUIPMENT OR LOAD OVER CITY STREETS, ROADS AND HIGHWAYS

Fee: \$15.00/Year

### FEE FOR THE MOVING OF BUILDINGS OR OTHER STRUCTURES

**ADMINISTRATIVE FEE (on all permits): ~~\$750.00~~**

### COMMUNICATION TOWER PERMIT FEES

Administrative fee:	\$ 35.00
Towers having height of 100 ft. or less	\$100.00
Towers having height of more than 100 ft. but not exceeding 150 ft.	\$225.00
Towers having a height in excess of 150 ft.	\$350.00

# EXHIBIT A-1

## City of Magnolia Fee Schedule

SOLICITOR PERMIT FEES				
Processing fee	\$30.00 + \$5.00 per day + \$10.00 for each individual solicitor			
MOBILE FOOD VENDOR FEES				
Permit fee (administrative fee)	\$30.00			
Daily	\$ 5.00 per day			
Monthly permit fee	\$25.00			
Six Month Permit fee	\$60.00			
MUNICIPAL COURT COSTS				
See attached Municipal Court Costs effective 1/1/2020				
TOW TRUCK FEE				
Tow Truck fee	\$100.00			
I.D. card for wrecker driver	\$ 15.00			
UNITY PARK – RESERVATIONS, DEPOSITS & FEES				
<b>DEPOSIT:</b>				
Deposit for half day rental ( <i>4 hr. minimum</i> )	\$250.00			
Deposit for full day rental	\$500.00			
<b>**START/FINISH TIME MUST INCLUDE SET UP, BREAK DOWN AND CLEAN UP**</b>				
<b>****NON-PROFIT RATES: ORGANIZATIONS MUST SUPPLY PROOF OF IRS NON-PROFIT STATUS****</b>				
<b>NON-MAGNOLIA RESIDENTS ADD AN ADDITIONAL \$20.00</b>	<b>Half day</b>	<b>Non-profit</b>	<b>Full day</b>	<b>Non-profit</b>
Pavilion only	\$ 200.00	\$ 100.00	\$ 400.00	\$ 200.00
One-half area of Pavilion	\$ 100.00	\$ 50.00	\$ 200.00	\$ 100.00
Pavilion w/serving area	\$ 300.00	\$ 150.00	\$ 500.00	\$ 250.00
Pavilion w/serving area & amphitheater	\$ 375.00	\$ 187.50	\$ 650.00	\$ 325.00
Amphitheater only	\$ 75.00	\$ 37.50	\$ 150.00	\$ 75.00
Entire park	\$ 750.00	\$ 375.00	\$1500.00	\$ 750.00
Cook-off grounds – ( <i>\$100 extra per day for set-up/break down days</i> )	N/A	N/A	\$ 200.00	\$ 100.00
<b>RESERVATION CANCELLATION:</b> <i>One-half of the deposit will be forfeited if a reservation is cancelled before the 10<sup>th</sup> day preceding the reserved date. If the reservation is cancelled on or after the 10<sup>th</sup> day preceding the reserved date, the entire deposit will be forfeited.</i>				
<b>EARLY STARTS / LATE DEPARTURES:</b> <i>Early starts - \$50/hour; Late departure – Labor + 25% Administrative fee</i>				
RETURNED CHECK FEE				
All returned checks will be charged a \$35.00 fee.				

**EXHIBIT A-1**  
**City of Magnolia Fee Schedule**

<b>CREDIT CARD CONVENIENCE FEE</b>	
All credit card transactions will be charged a 3.5% convenience fee.	
<b>COPYING FEE</b>	
All copies will be charged a fee of \$.10 per page and up.	
<b>ALARM PERMIT FEE</b>	
The nonrefundable application fee for an alarm permit, an annual permit renewal, or a permit reinstatement is:	\$5.00 annual renewal fee the first of each calendar year
(a) for nonresidential areas of an apartment complex equipped with a burglar alarm, hold-up, panic, or duress alarm system; and	\$50
(b) for commercial alarm sites equipped with a burglar alarm, hold-up, or panic alarm system.	\$50
<b>VEHICLES FOR HIRE</b>	
Taxicab Business Permit	\$50.00 per cab annually
City Chauffeur's License	\$10.00 fingerprinting charge
<b>DANGEROUS DOG PERMIT</b>	
Dangerous Dog Permit	\$35.00 annually

SecureVision of America,

PO Box 218  
Fentress, TX 78622 US  
(501) 255-7760  
SecureVisionAccounting  
@yahoo.com



**BILL TO**

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

**SHIP TO**

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

**INVOICE 3259**

**DATE** 04/24/2020 **TERMS** Net 30

**DUE DATE** 05/24/2020

**SHIP VIA**

Our Truck

**P.O. NUMBER**

PO #9841

**SALES REP**

Robert Wyly

ACTIVITY	QTY	RATE	AMOUNT
Flow IQ 2100 5/8" x 3/4" RF 02U-57-C04-8UX, Flow-IQ 2100 (25 GPM 5/8" x 3/4" x 7.5") - Configuration 01-002-000-3-3-3-1-3, US Gallons, Central Standard Time (Serial #9950728-9950767) (KEM files assigned by Lori)	40	191.67	7,666.80

Thank you for your business!

**TOTAL DUE**

**\$7,666.80**

*Jan*

*5/13/2020  
DMD*

*191.67  
X (5%) 9.58  
-----  
201.25*





## ATTACHMENT 2

City of Magnolia  
Rate Analysis and Impact Fee Review  
3-Year Summary

**Accountability**

FYE	2020	2019	2018	Average
Water Pumped (MG)	209,809	211,586	208,089	<b>209,828</b>
Water Billed (MG)	160,134	183,157	180,496	<b>174,596</b>
Accountability	76%	87%	87%	<b>83%</b>

**Water Cost**

FYE	2020	2019	2018	Average
Direct Expense	\$ 299,069.49	\$ 486,705.35	\$ 156,685.76	<b>314,154</b>
Indirect Expense	\$ 493,241.39	\$ 334,147.77	\$ 240,417.60	<b>355,936</b>
Uncollected SJRA	\$ 135,612.75	\$ 77,611.17	\$ 75,328.89	<b>96,184</b>
Uncollected LSGCD	\$ 8,196.38	\$ 4,690.79	\$ 4,552.85	<b>5,813</b>
<b>Total Cost Per 1K Billed</b>	<b>\$ 5.85</b>	<b>\$ 4.93</b>	<b>\$ 2.64</b>	<b>\$ 4.47</b>

**Sewer Cost**

FYE	2020	2019	2018	Average
Direct Expense	\$ 287,346.20	\$ 408,726.95	\$ 321,051.61	<b>339,042</b>
Indirect Expense	\$ 471,517.01	\$ 323,111.60	\$ 249,328.40	<b>347,986</b>
<b>Total Cost Per 1K Billed</b>	<b>\$ 4.74</b>	<b>\$ 4.00</b>	<b>\$ 3.16</b>	<b>\$ 3.96</b>

# City of Magnolia

## October 2019 - September 2020 Water Expense

### WATER SYSTEM EXPENSES

October 2019 - September 2020

Water Expenses	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Totals
Maintenance & Repairs	22,345	360	1,200	360	-	5,698	6,298	5,195	-	1,006	10,440		\$ 52,902
R & M Water Equipment	2,000	(696)	-	2,809	-	-	-	-	415	143	240	458	\$ 5,368
Water Equipment								10,466		45,671	48,353		\$ 104,490
Minor Tools & Equipment		1,978	477					1,776				1,190	\$ 5,422
General Supplies - Water	1,194	5,630	7,877	5,311	685	6,891	3,387	2,563	124	2,385	202	620	\$ 36,870
Telephone	399	358	358	358	357	478	617	667	667	667	671	664	\$ 6,263
Water Plant Insurance Premiums	2,116			2,116			2,116			2,116			\$ 8,465
Chemicals	625	2,245	760	1,850	760	2,422	625	625	2,718	220	2,853	1,751	\$ 17,455
Utilities -105 Elm St	1,307	1,526	1,390	1,088	1,206	1,247	1,437	1,427	1,785	1,607	1,591		\$ 15,611
Utilities - 743 1/2 Kelly	4,582	4,113	5,250	3,473	3,199	3,441	2,640	2,972	3,726	3,701	3,839	5,287	\$ 46,224
<b>Total Direct Expense</b>	<b>\$ 34,568</b>	<b>\$ 15,515</b>	<b>\$ 17,313</b>	<b>\$ 17,364</b>	<b>\$ 6,208</b>	<b>\$ 20,178</b>	<b>\$ 17,121</b>	<b>\$ 25,692</b>	<b>\$ 9,435</b>	<b>\$ 57,517</b>	<b>\$ 68,188</b>	<b>\$ 9,969</b>	<b>\$ 299,069</b>

Insurance - Personal Property <sup>1</sup>	118			118			118			118			\$ 471
District Administration <sup>2</sup>	3,837	51,454	2,163	3,669	3,667	3,042	3,809	3,800	9,779	5,387	1,689	1,081	\$ 93,377
Loan Interest Expense <sup>3</sup>	86,085	5,371		7,765			125,445		5,371	6,743		29,311	\$ 266,091
Consultant Services - Water		20,045	2,749	24,721	913	26,152	63	14,908	9,742		175	7,698	\$ 107,166
Permits, Fees & Testing - Water	-	4,849	1,575	1,895	1,575	1,575	2,262	1,575	5,533	1,915	518	2,864	\$ 26,136

<b>Total Indirect Expense</b>	<b>\$ 90,039</b>	<b>\$ 81,719</b>	<b>\$ 6,488</b>	<b>\$ 38,167</b>	<b>\$ 6,155</b>	<b>\$ 30,769</b>	<b>\$131,697</b>	<b>\$ 20,283</b>	<b>\$ 30,425</b>	<b>\$ 14,162</b>	<b>\$ 2,382</b>	<b>\$ 40,954</b>	<b>\$ 493,241</b>
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<b>Total Water Expense</b>	<b>\$ 124,608</b>	<b>\$ 97,234</b>	<b>\$ 23,801</b>	<b>\$ 55,532</b>	<b>\$ 12,363</b>	<b>\$ 50,947</b>	<b>\$148,818</b>	<b>\$ 45,975</b>	<b>\$ 39,860</b>	<b>\$ 71,679</b>	<b>\$ 70,571</b>	<b>\$ 50,923</b>	<b>\$ 792,311</b>
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<b>Water Pumped (MG)<sup>4</sup></b>	<b>15.964</b>	<b>15.614</b>	<b>19.319</b>	<b>16.528</b>	<b>14.674</b>	<b>17.967</b>	<b>14.974</b>	<b>15.680</b>	<b>18.693</b>	<b>20.791</b>	<b>22.185</b>	<b>17.420</b>	<b>(1,000 209,809 Gallons)</b>
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<b>Water Billed (MG)<sup>5</sup></b>	<b>13.231</b>	<b>12.699</b>	<b>10.918</b>	<b>11.759</b>	<b>13.097</b>	<b>9.672</b>	<b>11.344</b>	<b>11.119</b>	<b>15.340</b>	<b>16.205</b>	<b>18.402</b>	<b>16.348</b>	<b>(1,000 160,134 Gallons)</b>
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<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 7.806</b>	<b>\$ 6.227</b>	<b>\$ 1.232</b>	<b>\$ 3.360</b>	<b>\$ 0.843</b>	<b>\$ 2.836</b>	<b>\$ 9.938</b>	<b>\$ 2.932</b>	<b>\$ 2.132</b>	<b>\$ 3.448</b>	<b>\$ 3.181</b>	<b>\$ 2.923</b>	<b>\$ 3.78 Total per year</b>
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<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 9.42</b>	<b>\$ 7.66</b>	<b>\$ 2.18</b>	<b>\$ 4.72</b>	<b>\$ 0.94</b>	<b>\$ 5.27</b>	<b>\$ 13.12</b>	<b>\$ 4.13</b>	<b>\$ 2.60</b>	<b>\$ 4.42</b>	<b>\$ 3.83</b>	<b>\$ 3.11</b>	<b>\$ 4.95 Total per year</b>
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<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 4.95</b>											
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<b>Uncollected SJRA Fee for Water Not Billed<sup>8</sup></b>	<b>\$ 7,461</b>	<b>\$ 7,958</b>	<b>\$ 22,935</b>	<b>\$ 13,019</b>	<b>\$ 4,305</b>	<b>\$ 22,645</b>	<b>\$ 9,910</b>	<b>\$ 12,452</b>	<b>\$ 9,154</b>	<b>\$ 12,520</b>	<b>\$ 10,328</b>	<b>\$ 2,927</b>	<b>\$ 135,613 Total per year</b>
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<b>SJRA Cost per 1,000 Gallons of Billed Water</b>	<b>\$ 0.56</b>	<b>\$ 0.63</b>	<b>\$ 2.10</b>	<b>\$ 1.11</b>	<b>\$ 0.33</b>	<b>\$ 2.34</b>	<b>\$ 0.87</b>	<b>\$ 1.12</b>	<b>\$ 0.60</b>	<b>\$ 0.77</b>	<b>\$ 0.56</b>	<b>\$ 0.18</b>	<b>\$ 0.85 Average per 1,000 Gallons</b>
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<b>Uncollected SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 0.85</b>											
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<b>Total Annual Operational Cost &amp; SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 5.79</b>											
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# City of Magnolia

## October 2019 - September 2020 Water Expense

<b>Uncollected LSGCD Fee for Water Not Billed<sup>9</sup></b>	\$	451	\$	481	\$	1,386	\$	787	\$	260	\$	1,369	\$	599	\$	753	\$	553	\$	757	\$	624	\$	177	\$	8,196	<b>Total per year</b>
<b>LSGCD Cost per 1,000 Gallons of Billed Water</b>	\$	0.03	\$	0.04	\$	0.13	\$	0.07	\$	0.02	\$	0.14	\$	0.05	\$	0.07	\$	0.04	\$	0.05	\$	0.03	\$	0.01	\$	0.05	<b>Total per year</b>
<b>Uncollected LSGCD Fee Per 1,000 Gallons Billed</b>																											<b>\$ 0.05</b>
<b>Total Annual Operational Cost, SJRA &amp; LSGCD Fee Per 1,000 Gallons Billed</b>																											<b>\$ 5.85</b>

**Notes:**

<sup>1</sup> Peronal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML, Postage.

<sup>3</sup>Loan Interest Expense applied 50% Water / 50% Wastewater.

<sup>4</sup> Water Pumped amount provided by LSGCD.

<sup>5</sup> Water Billed amount is from Consumption reports.

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.

<sup>8</sup> Uncollected SJRA Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

<sup>9</sup> Uncollected LSGCD Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

# City of Magnolia

## October 2019 - September 2020 Wastewater Expense

### SEWER SYSTEM EXPENSES

October 2019 - September 2020													
Wastewater Expenses	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Totals
Utilities - Sewer	215	5,805	6,865	7,940	5,186	5,603	5,639	5,518	5,213	4,781	4,950	10,535	\$ 68,249
Maintenance & Repairs	3,000	5,466	6,100	7,100	3,930	8,510	9,605	17,165	15,703	6,367	6,300	27,271	\$ 116,516
M & R Sewer Equipment	7,277			100				4,350	213				\$ 11,940
Rental Equipment - Sewer	3,375							1,350					\$ 4,725
Minor Tools & Equip - Sewer		372						351			23		\$ 746
Sewer Plant Insurance	2,763			2,763			2,763			2,763			\$ 11,052
Chemicals	405	934		945	405	540	737	675	270		810	1,328	\$ 7,052
General Supplies - Sewer		38	77	167	102	245	2,319	9	1,485	365	175	47	\$ 5,029
Sludge Hauling	4,225	(1,690)	7,605	5,915	4,300		4,225	17,178		5,070		15,210	\$ 62,038
<b>Total Direct Expense</b>	<b>\$ 21,260</b>	<b>\$ 10,926</b>	<b>\$ 20,648</b>	<b>\$ 24,930</b>	<b>\$ 13,923</b>	<b>\$ 14,897</b>	<b>\$ 25,288</b>	<b>\$ 46,595</b>	<b>\$ 22,883</b>	<b>\$ 19,346</b>	<b>\$ 12,259</b>	<b>\$ 54,391</b>	<b>\$ 287,346</b>
<b>Wastewater System Expenses</b>													
Insurance - Personal Property <sup>1</sup>	118	-	-	118	-	-	118	-	-	118	-	-	\$ 471
District Administration <sup>2</sup>	3,837	51,454	2,163	3,669	3,667	3,042	3,809	3,800	9,779	5,387	1,689	1,081	\$ 93,377
Loan Interest Expense <sup>3</sup>	86,085	5,371		7,765			125,445		5,371	6,743		29,311	\$ 266,091
Consultant Services - Sewer		20,045	7,409	24,720	913	26,152	63	6,008	1,242		925		\$ 87,478
Permits & Testing - Sewer	6,423	714			(714)				1,415				\$ 7,838
Engineering - Sewer			9,734	659		2,893	1,387	778			811		\$ 16,262
<b>Total Indirect Expense</b>	<b>\$ 96,462</b>	<b>\$ 77,584</b>	<b>\$ 19,306</b>	<b>\$ 36,931</b>	<b>\$ 3,866</b>	<b>\$ 32,088</b>	<b>\$ 130,823</b>	<b>\$ 10,586</b>	<b>\$ 17,807</b>	<b>\$ 12,247</b>	<b>\$ 3,425</b>	<b>\$ 30,392</b>	<b>\$ 471,517</b>
<b>Total Exp for Plant &amp; System</b>	<b>\$ 117,722</b>	<b>\$ 88,510</b>	<b>\$ 39,954</b>	<b>\$ 61,861</b>	<b>\$ 17,789</b>	<b>\$ 46,985</b>	<b>\$ 156,111</b>	<b>\$ 57,181</b>	<b>\$ 40,690</b>	<b>\$ 31,593</b>	<b>\$ 15,684</b>	<b>\$ 84,783</b>	<b>\$ 758,863</b>
<b>Water Pumped (MG)<sup>4</sup></b>	<b>15.964</b>	<b>15.614</b>	<b>19.319</b>	<b>16.528</b>	<b>14.674</b>	<b>17.967</b>	<b>14.974</b>	<b>15.680</b>	<b>18.693</b>	<b>20.791</b>	<b>22.185</b>	<b>17.420</b>	(1,000 209,809 Gallons)
<b>Water Billed (MG)<sup>5</sup></b>	<b>13.231</b>	<b>12.699</b>	<b>10.918</b>	<b>11.759</b>	<b>13.097</b>	<b>9.672</b>	<b>11.344</b>	<b>11.119</b>	<b>15.340</b>	<b>16.205</b>	<b>18.402</b>	<b>16.348</b>	(1,000 160,134 Gallons)
<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 7.37</b>	<b>\$ 5.67</b>	<b>\$ 2.07</b>	<b>\$ 3.74</b>	<b>\$ 1.21</b>	<b>\$ 2.62</b>	<b>\$ 10.43</b>	<b>\$ 3.65</b>	<b>\$ 2.18</b>	<b>\$ 1.52</b>	<b>\$ 0.71</b>	<b>\$ 4.87</b>	<b>\$ 3.62 Total per year</b>
<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 8.90</b>	<b>\$ 6.97</b>	<b>\$ 3.66</b>	<b>\$ 5.26</b>	<b>\$ 1.36</b>	<b>\$ 4.86</b>	<b>\$ 13.76</b>	<b>\$ 5.14</b>	<b>\$ 2.65</b>	<b>\$ 1.95</b>	<b>\$ 0.85</b>	<b>\$ 5.19</b>	<b>\$ 4.74 Total per year</b>
<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 4.74</b>												

**Notes:**

<sup>1</sup> Personal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML, Postage.

<sup>3</sup> Loan Interest Expense applied 50% Water / 50% Wastewater.

<sup>4</sup> Water Pumped amount provided by LSGCD.

<sup>5</sup> Water Billed amount is from Consumption reports.

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.

# City of Magnolia

## October 2018 - September 2019 Water Expense

### WATER SYSTEM EXPENSES

October 2018 - September 2019													Totals
Water Expenses	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	
Maintenance & Repairs		2,517	5,068	10,500	30,861	2,876	66,577	8,297	1,641	1,084	540	12,036	\$ 141,999
R & M Water Equipment	1,095		152	29,865	(26,939)	56	2,407	287	1,225		646	696	\$ 9,490
Water Equipment	11,714	11,524		33,150				111,619	34,610				\$ 202,617
Minor Tools & Equipment		488		228	8	279	258		2,677			5,127	\$ 9,065
General Supplies - Water	773	1,525	698	9,270	124	1,142	1,704	2,021	5,372	62	759	1,639	\$ 25,089
Telephone	35	356	356	356	322	322	310	386	397	391	358	431	\$ 4,022
Water Plant Insurance Premiums	1,929			1,929			1,929			1,929			\$ 7,716
Chemicals	635	1,940	905	624	2,309	2,375	1,254	2,912	1,030	3,321	2,109	2,335	\$ 21,751
Utilities -105 Elm St	0	1,803	1,964	2,074	1,288	1,260	1,688	2,028	1,842	1,887	1,221	2,873	\$ 19,929
Utilities - 743 1/2 Kelly		3,164	3,011	3,466	3,637	3,579	3,212	3,116	3,187	3,876	4,649	10,129	\$ 45,026
<b>Total Direct Expense</b>	<b>\$ 16,182</b>	<b>\$ 23,317</b>	<b>\$ 12,155</b>	<b>\$ 91,462</b>	<b>\$ 11,611</b>	<b>\$ 11,888</b>	<b>\$ 79,341</b>	<b>\$ 130,667</b>	<b>\$ 51,983</b>	<b>\$ 12,551</b>	<b>\$ 10,282</b>	<b>\$ 35,267</b>	<b>\$ 486,705</b>
Insurance - Personal Property <sup>1</sup>	107	24		107			107			107			\$ 452
District Administration <sup>2</sup>	2,959	3,011	3,140	4,172	2,123	2,560	4,062	3,343	2,983	(518)	2,248	2,895	\$ 32,977
Loan Interest Expense <sup>3</sup>	70,958	7,405		8,758			71,491		5,857		15,530	(5,904)	\$ 174,097
Consultant Services - Water	13	2,459	65	80	74	18	969	60,804	54	19,535	2,012	10,358	\$ 96,441
Engineering - Water				1,856								108	\$ 1,964
Permits, Fees & Testing - Water		10,437	320	160	160		1,660	1,815	1,815	6,031	2,150	3,669	\$ 28,217
<b>Total Indirect Expense</b>	<b>\$ 74,036</b>	<b>\$ 23,336</b>	<b>\$ 3,525</b>	<b>\$ 15,134</b>	<b>\$ 2,357</b>	<b>\$ 2,577</b>	<b>\$ 78,289</b>	<b>\$ 65,963</b>	<b>\$ 10,709</b>	<b>\$ 25,154</b>	<b>\$ 21,941</b>	<b>\$ 11,126</b>	<b>\$ 334,148</b>
<b>Total Water Expense</b>	<b>\$ 90,218</b>	<b>\$ 46,653</b>	<b>\$ 15,680</b>	<b>\$ 106,596</b>	<b>\$ 13,968</b>	<b>\$ 14,466</b>	<b>\$ 157,630</b>	<b>\$ 196,630</b>	<b>\$ 62,692</b>	<b>\$ 37,705</b>	<b>\$ 32,223</b>	<b>\$ 46,393</b>	<b>\$ 820,853</b>
<b>Water Pumped (MG)<sup>4</sup></b>	<b>14.805</b>	<b>14.350</b>	<b>15.824</b>	<b>16.781</b>	<b>15.152</b>	<b>17.231</b>	<b>16.929</b>	<b>17.440</b>	<b>17.904</b>	<b>19.572</b>	<b>22.744</b>	<b>22.854</b>	<b>211,586 (1,000 Gallons)</b>
<b>Water Billed (MG)<sup>5</sup></b>	<b>29.615</b>	<b>12.662</b>	<b>17.856</b>	<b>5.632</b>	<b>0.000</b>	<b>12.652</b>	<b>25.756</b>	<b>12.181</b>	<b>14.431</b>	<b>15.086</b>	<b>17.637</b>	<b>19.649</b>	<b>183,157 (1,000 Gallons)</b>
<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 6.09</b>	<b>\$ 3.25</b>	<b>\$ 0.99</b>	<b>\$ 6.35</b>	<b>\$ 0.92</b>	<b>\$ 0.84</b>	<b>\$ 9.31</b>	<b>\$ 11.27</b>	<b>\$ 3.50</b>	<b>\$ 1.93</b>	<b>\$ 1.42</b>	<b>\$ 2.03</b>	<b>\$ 3.88 Total per year</b>
<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 3.05</b>	<b>\$ 3.68</b>	<b>\$ 0.88</b>	<b>\$ 18.93</b>		<b>\$ 1.14</b>	<b>\$ 6.12</b>	<b>\$ 16.14</b>	<b>\$ 4.34</b>	<b>\$ 2.50</b>	<b>\$ 1.83</b>	<b>\$ 2.36</b>	<b>\$ 4.48 Total per year</b>
<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 4.48</b>												
<b>Uncollected SJRA Fee for Water Not Billed<sup>8</sup></b>	<b>\$ (40,431)</b>	<b>\$ 4,608</b>	<b>\$ (5,547)</b>	<b>\$ 30,437</b>	<b>\$ 41,365</b>	<b>\$ 12,501</b>	<b>\$ (24,098)</b>	<b>\$ 14,357</b>	<b>\$ 9,481</b>	<b>\$ 12,247</b>	<b>\$ 13,942</b>	<b>\$ 8,750</b>	<b>\$ 77,611 Total per year</b>
<b>SJRA Cost per 1,000 Gallons of Billed Water</b>	<b>\$ (1.37)</b>	<b>\$ 0.36</b>	<b>\$ (0.31)</b>	<b>\$ 5.40</b>		<b>\$ 0.99</b>	<b>\$ (0.94)</b>	<b>\$ 1.18</b>	<b>\$ 0.66</b>	<b>\$ 0.81</b>	<b>\$ 0.79</b>	<b>\$ 0.45</b>	<b>\$ 0.43 Average per 1,000 Gallons</b>
<b>Uncollected SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 0.43</b>												
<b>Total Annual Operational Cost &amp; SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 4.91</b>												



# City of Magnolia

## October 2018 - September 2019 Water Expense

<b>Uncollected LSGCD Fee for Water Not Billed<sup>9</sup></b>	\$	(2,444)	\$	279	\$	(335)	\$	1,840	\$	2,500	\$	756	\$	(1,456)	\$	868	\$	573	\$	740	\$	843	\$	529	\$	4,691	<b>Total per year</b>
<b>LSGCD Cost per 1,000 Gallons of Billed Water</b>	\$	(0.08)	\$	0.02	\$	(0.02)	\$	0.33	\$	0.06	\$	(0.06)	\$	0.07	\$	0.04	\$	0.05	\$	0.05	\$	0.03	\$	0.03	\$	0.03	<b>Total per year</b>
<b>Uncollected LSGCD Fee Per 1,000 Gallons Billed</b>																											<b>\$ 0.03</b>
<b>Total Annual Operational Cost, SJRA &amp; LSGCD Fee Per 1,000 Gallons Billed</b>																											<b>\$ 4.94</b>

**Notes:**

<sup>1</sup> Personal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML, Postage.

<sup>4</sup> Water Pumped amount provided by LSGCD.

<sup>5</sup> Water Billed amount is from Consumption reports.

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.

<sup>8</sup> Uncollected SJRA Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

<sup>9</sup> Uncollected LSGCD Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

# City of Magnolia

## October 2018 - September 2019 Wastewater Expense

### SEWER SYSTEM EXPENSES

October 2018 - September 2019													
Wastewater Expenses	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Totals
Utilities - Sewer	-	6,896	7,224	7,237	5,579	7,154	6,390	5,793	6,477	6,693	6,706	13,140	\$ 79,288
Maintenance & Repairs		15,076	8,009	977	10,090	5,165	12,870	32,496	(40)	27,195	48,814	(4,079)	\$ 156,574
M & R Sewer Equipment			115		647	485	7,192	1,067	1,935	85			\$ 11,525
Sewer Equipment					40,892						13,646	9,317	\$ 63,855
Rental Equipment - Sewer									383	1,013			\$ 1,395
Minor Tools & Equip - Sewer		62			130			58	38				\$ 288
Sewer Plant Insurance	2,794			2,794			2,794			2,794	1,000		\$ 12,175
Chemicals	945	2,341	1,351		1,621	945	1,020	945	405	540		1,756	\$ 11,870
General Supplies - Sewer		316	80	1,738	274	68	736	241	102	558	615	2	\$ 4,731
Sludge Hauling	2,474	1,873	4,875			3,900		20,190	6,085		11,960	15,670	\$ 67,026
<b>Total Direct Expense</b>	<b>\$ 6,213</b>	<b>\$ 26,562</b>	<b>\$ 21,654</b>	<b>\$ 12,745</b>	<b>\$ 59,233</b>	<b>\$ 17,718</b>	<b>\$ 31,002</b>	<b>\$ 60,791</b>	<b>\$ 15,385</b>	<b>\$ 38,878</b>	<b>\$ 82,740</b>	<b>\$ 35,806</b>	<b>\$ 408,727</b>
<b>Wastewater System Expenses</b>													
Insurance - Personal Property <sup>1</sup>	107	24	-	107	-	-	107	-	-	107	-	-	\$ 452
District Administration <sup>2</sup>	2,959	3,011	3,140	4,172	2,123	2,560	4,062	3,343	2,983	(518)	2,248	2,895	\$ 32,977
Loan Interest Expense <sup>3</sup>	70,958	7,405		8,758			71,491		5,857		15,530	(5,904)	\$ 174,097
Consultant Services - Sewer	13	2,459	1,328	80	74	18	969	60,804	54	19,535	2,012	9,448	\$ 96,794
Permits & Testing - Sewer		1,550			1,550	2,526							\$ 5,626
Engineering - Sewer				2,063				1,495	3,705		5,797	108	\$ 13,166
<b>Total Indirect Expense</b>	<b>\$ 74,036</b>	<b>\$ 14,449</b>	<b>\$ 4,468</b>	<b>\$ 15,180</b>	<b>\$ 3,747</b>	<b>\$ 5,103</b>	<b>\$ 76,629</b>	<b>\$ 65,642</b>	<b>\$ 12,599</b>	<b>\$ 19,123</b>	<b>\$ 25,587</b>	<b>\$ 6,546</b>	<b>\$ 323,112</b>
<b>Total Exp for Plant &amp; System</b>	<b>\$ 80,249</b>	<b>\$ 41,012</b>	<b>\$ 26,122</b>	<b>\$ 27,925</b>	<b>\$ 62,980</b>	<b>\$ 22,821</b>	<b>\$ 107,631</b>	<b>\$ 126,433</b>	<b>\$ 27,984</b>	<b>\$ 58,001</b>	<b>\$ 108,328</b>	<b>\$ 42,352</b>	<b>\$ 731,839</b>
<b>Water Pumped (MG)<sup>4</sup></b>	<b>14.805</b>	<b>14.350</b>	<b>15.824</b>	<b>16.781</b>	<b>15.152</b>	<b>17.231</b>	<b>16.929</b>	<b>17.440</b>	<b>17.904</b>	<b>19.572</b>	<b>22.744</b>	<b>22.854</b>	<b>211,586 Gallons</b>
<b>Water Billed (MG)<sup>5</sup></b>	<b>29.615</b>	<b>12.662</b>	<b>17.856</b>	<b>5.632</b>	<b>0.000</b>	<b>12.652</b>	<b>25.756</b>	<b>12.181</b>	<b>14.431</b>	<b>15.086</b>	<b>17.637</b>	<b>19.649</b>	<b>183,157 Gallons</b>
<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 5.42</b>	<b>\$ 2.86</b>	<b>\$ 1.65</b>	<b>\$ 1.66</b>	<b>\$ 4.16</b>	<b>\$ 1.32</b>	<b>\$ 6.36</b>	<b>\$ 7.25</b>	<b>\$ 1.56</b>	<b>\$ 2.96</b>	<b>\$ 4.76</b>	<b>\$ 1.85</b>	<b>\$ 3.46 Total per year</b>
<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 2.71</b>	<b>\$ 3.24</b>	<b>\$ 1.46</b>	<b>\$ 4.96</b>		<b>\$ 1.80</b>	<b>\$ 4.18</b>	<b>\$ 10.38</b>	<b>\$ 1.94</b>	<b>\$ 3.84</b>	<b>\$ 6.14</b>	<b>\$ 2.16</b>	<b>\$ 4.00 Total per year</b>
<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 4.00</b>												

**Notes:**

<sup>1</sup> Peronal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML,

<sup>3</sup> Loan Interest Expense applied 50% Water / 50% Wastewater.

<sup>4</sup> Water Pumpage amount provided on the Operator's Water Production Report

<sup>5</sup> Water Billed amount provided on Operator's Water Production & Accountability Report

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.

# City of Magnolia

## October 2017 - September 2018 Water Expense

### WATER SYSTEM EXPENSES

October 2017 - September 2018													
Water Expenses	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Totals
Maintenance & Repairs	-	1,200	497		1,067	9,899		653	199	6,950	1,684	703	\$ 22,851
R & M Water Equipment	-	900				25	479	750		23		1,836	\$ 4,013
Water Equipment					371		413		1,573				\$ 2,357
Minor Tools & Equipment		88	27		89	351	577	3,793			4,450		\$ 9,375
General Supplies - Water	949	3,604	2,816	216	1,126	1,860	129	42	407	93	5,027	1,265	\$ 17,535
Telephone	104	479	509	479	480	479	479	540	517	444	447	447	\$ 5,403
Water Plant Insurance Premiums	2,831			2,831	1,616		4,582		(5,876)	1,650			\$ 7,633
Chemicals	378	2,209	588	3,461	2,533	471	611	1,965	(1,194)	2,824	1,635	3,586	\$ 19,069
Utilities - 105 Elm St	0	2,002	2,146	2,182	4,122	-	1,566	1,429	1,847	2,077	2,268	3,041	\$ 22,678
Utilities - 743 1/2 Kelly		3,412	3,567	3,342	7,546	-	3,181	4,004	4,036	4,055	4,238	8,393	\$ 45,772
<b>Total Direct Expense</b>	<b>\$ 4,262</b>	<b>\$ 13,895</b>	<b>\$ 10,148</b>	<b>\$ 12,510</b>	<b>\$ 18,949</b>	<b>\$ 13,086</b>	<b>\$ 12,017</b>	<b>\$ 13,176</b>	<b>\$ 1,508</b>	<b>\$ 18,115</b>	<b>\$ 19,749</b>	<b>\$ 19,270</b>	<b>\$ 156,686</b>
Insurance - Personal Property <sup>1</sup>	85			85			85			85			\$ 341
District Administration <sup>2</sup>	2,783	3,055	1,572	2,086	2,733	2,046	2,577	2,839	4,255	3,328	2,446	3,368	\$ 33,088
Loan Interest Expense <sup>3</sup>	29,584			9,722			31,916		128,001	(15,283)		(5,904)	\$ 178,036
Consultant Services - Water	13		160	3,810	7,303	2,468	99	2,843	100	75	36	2,711	\$ 19,619
Permits, Fees & Testing - Water		8,642	1,333	1,383		1450.22	1,628	1,710	(7,423)	290	320		\$ 9,333
<b>Total Indirect Expense</b>	<b>\$ 32,465</b>	<b>\$ 11,697</b>	<b>\$ 3,066</b>	<b>\$ 17,087</b>	<b>\$ 10,036</b>	<b>\$ 5,964</b>	<b>\$ 36,305</b>	<b>\$ 7,393</b>	<b>\$ 124,933</b>	<b>\$ (11,504)</b>	<b>\$ 2,801</b>	<b>\$ 176</b>	<b>\$ 240,418</b>
<b>Total Water Expense</b>	<b>\$ 36,726</b>	<b>\$ 25,592</b>	<b>\$ 13,214</b>	<b>\$ 29,596</b>	<b>\$ 28,985</b>	<b>\$ 19,051</b>	<b>\$ 48,321</b>	<b>\$ 20,569</b>	<b>\$ 126,441</b>	<b>\$ 6,611</b>	<b>\$ 22,551</b>	<b>\$ 19,446</b>	<b>\$ 397,103</b>
<b>Water Pumped (MG)<sup>4</sup></b>	<b>17.598</b>	<b>15.483</b>	<b>14.353</b>	<b>17.422</b>	<b>13.389</b>	<b>17.384</b>	<b>16.342</b>	<b>18.981</b>	<b>19.322</b>	<b>21.248</b>	<b>20.056</b>	<b>16.511</b>	<b>208,089 (1,000 Gallons)</b>
<b>Water Billed (MG)<sup>5</sup></b>	<b>13.571</b>	<b>10.936</b>	<b>17.901</b>	<b>12.281</b>	<b>14.215</b>	<b>17.786</b>	<b>12.660</b>	<b>27.675</b>		<b>17.962</b>	<b>16.910</b>	<b>18.599</b>	<b>180,496 (1,000 Gallons)</b>
<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 2.09</b>	<b>\$ 1.65</b>	<b>\$ 0.92</b>	<b>\$ 1.70</b>	<b>\$ 2.16</b>	<b>\$ 1.10</b>	<b>\$ 2.96</b>	<b>\$ 1.08</b>	<b>\$ 6.54</b>	<b>\$ 0.31</b>	<b>\$ 1.12</b>	<b>\$ 1.18</b>	<b>\$ 1.91 Total per year</b>
<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 2.71</b>	<b>\$ 2.34</b>	<b>\$ 0.74</b>	<b>\$ 2.41</b>	<b>\$ 2.04</b>	<b>\$ 1.07</b>	<b>\$ 3.82</b>	<b>\$ 0.74</b>		<b>\$ 0.37</b>	<b>\$ 1.33</b>	<b>\$ 1.05</b>	<b>\$ 2.20 Total per year</b>
<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 2.20</b>												
<b>Uncollected SJRA Fee for Water Not Billed<sup>9</sup></b>	<b>\$ 10,994</b>	<b>\$ 12,413</b>	<b>\$ (9,686)</b>	<b>\$ 14,035</b>	<b>\$ (2,255)</b>	<b>\$ (1,097)</b>	<b>\$ 10,052</b>	<b>\$ (23,735)</b>	<b>\$ 52,749</b>	<b>\$ 8,971</b>	<b>\$ 8,589</b>	<b>\$ (5,700)</b>	<b>\$ 75,329 Total per year</b>
<b>SJRA Cost per 1,000 Gallons of Billed Water</b>	<b>\$ 0.81</b>	<b>\$ 1.14</b>	<b>\$ (0.54)</b>	<b>\$ 1.14</b>	<b>\$ (0.16)</b>	<b>\$ (0.06)</b>	<b>\$ 0.79</b>	<b>\$ (0.86)</b>		<b>\$ 0.50</b>	<b>\$ 0.51</b>	<b>\$ (0.31)</b>	<b>\$ 0.42 Average per 1,000 Gallons</b>
<b>Uncollected SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 0.42</b>												
<b>Total Annual Operational Cost &amp; SJRA Fee Per 1,000 Gallons Billed</b>	<b>\$ 2.62</b>												

# City of Magnolia

## October 2017 - September 2018 Water Expense

<b>Uncollected LSGCD Fee for Water Not Billed<sup>9</sup></b>	\$	664	\$	750	\$	(585)	\$	848	\$	(136)	\$	(66)	\$	608	\$	(1,435)	\$	3,188	\$	542	\$	519	\$	(345)	\$	4,553	<b>Total per year</b>
<b>LSGCD Cost per 1,000 Gallons of Billed Water</b>	\$	0.05	\$	0.07	\$	(0.03)	\$	0.07	\$	(0.01)	\$	(0.00)	\$	0.05	\$	(0.05)			\$	0.03	\$	0.03	\$	(0.02)	\$	0.03	<b>Total per year</b>
<b>Uncollected LSGCD Fee Per 1,000 Gallons Billed</b>																			<b>\$</b>							<b>0.03</b>	
<b>Total Annual Operational Cost, SJRA &amp; LSGCD Fee Per 1,000 Gallons Billed</b>																			<b>\$</b>							<b>2.64</b>	

**Notes:**

<sup>1</sup> Personal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML, Postage.

<sup>3</sup> Loan Interest Expense applied 50% Water / 50% Wastewater.

<sup>4</sup> Water Pumped amount provided by LSGCD.

<sup>5</sup> Water Billed amount is from Consumption reports.

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.

<sup>8</sup> Uncollected SJRA Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

<sup>9</sup> Uncollected LSGCD Water Fee for Water Not Billed was calculated by subtracting the fee for water billed from the fee for water produced.

# City of Magnolia

## October 2017 - September 2018 Wastewater Expense

### SEWER SYSTEM EXPENSES

October 2017 - September 2018													
Wastewater Expenses	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Totals
Utilities - Sewer	-	4,705	6,411	7,731	14,286	63	4,626	6,713	6,443	6,225	6,379	12,074	\$ 75,657
Maintenance & Repairs	549	8,664	2,188	5,994	2,413	17,137	6,372	10,796	11,523	9,369	12,830	13,148	\$ 100,982
M & R Sewer Equipment	370	50,138		1,440				3,435	326			(8,878)	\$ 46,831
Sewer Equipment					371					14,867			\$ 15,238
Minor Tools & Equip - Sewer		2,601									150		\$ 2,751
Sewer Plant Insurance									5,701	2,154			\$ 7,855
Chemicals	756	882	1,134	784	1,045	1,176	803		1,070	1,605	675	945	\$ 10,876
Telephone	165	166	165	165	166	166	166	165	165	(16)	-	-	\$ 1,474
General Supplies - Sewer	11	499	115	475	276	37	1,792	70	192	111	344	2,996	\$ 6,918
Sludge Hauling		6,045	3,575	4,850		5,070		4,875	8,781	2,925	16,350		\$ 52,471
<b>Total Direct Expense</b>	<b>\$ 1,850</b>	<b>\$ 73,701</b>	<b>\$ 13,588</b>	<b>\$ 21,440</b>	<b>\$ 18,556</b>	<b>\$ 23,648</b>	<b>\$ 13,758</b>	<b>\$ 26,054</b>	<b>\$ 34,200</b>	<b>\$ 37,241</b>	<b>\$ 36,728</b>	<b>\$ 20,286</b>	<b>\$ 321,052</b>
<b>Wastewater System Expenses</b>													
Insurance - Personal Property <sup>1</sup>	85			85			85			85			\$ 341
District Administration <sup>2</sup>	2,783	3,055	1,572	2,086	2,733	2,046	2,577	2,839	4,255	3,328	2,446	3,368	\$ 33,088
Loan Interest Expense <sup>3</sup>	29,584			9,722			31,916		128,001	(15,283)		(5,904)	\$ 178,036
Consultant Services - Sewer	13	4,500	160	60	7,303	2,468	99	2,843	100	75	36	1,411	\$ 19,069
Permits & Testing - Sewer	-	-	-	-	-	-	-	-	10,755	1,263	3,375	2,474	\$ 17,867
Engineering - Sewer	-	-	-	-	-	-	-	-	-	11,560	(11,495)	863	\$ 928
<b>Total Indirect Expense</b>	<b>\$ 32,465</b>	<b>\$ 7,555</b>	<b>\$ 1,733</b>	<b>\$ 11,954</b>	<b>\$ 10,036</b>	<b>\$ 4,514</b>	<b>\$ 34,677</b>	<b>\$ 5,683</b>	<b>\$ 143,111</b>	<b>\$ 1,029</b>	<b>\$ (5,639)</b>	<b>\$ 2,212</b>	<b>\$ 249,328</b>
<b>Total Exp for Plant &amp; System</b>	<b>\$ 34,315</b>	<b>\$ 81,256</b>	<b>\$ 15,321</b>	<b>\$ 33,394</b>	<b>\$ 28,592</b>	<b>\$ 28,162</b>	<b>\$ 48,435</b>	<b>\$ 31,737</b>	<b>\$ 177,312</b>	<b>\$ 38,270</b>	<b>\$ 31,090</b>	<b>\$ 22,497</b>	<b>\$ 570,380</b>
<b>Water Pumped (MG)<sup>4</sup></b>	<b>15.964</b>	<b>15.614</b>	<b>19.319</b>	<b>16.528</b>	<b>14.674</b>	<b>17.967</b>	<b>14.974</b>	<b>15.680</b>	<b>18.693</b>	<b>20.791</b>	<b>22.185</b>	<b>17.420</b>	<b>(1,000 209,809 Gallons)</b>
<b>Water Billed (MG)<sup>5</sup></b>	<b>13.571</b>	<b>10.936</b>	<b>17.901</b>	<b>12.281</b>	<b>14.215</b>	<b>17.786</b>	<b>12.660</b>	<b>27.675</b>		<b>17.962</b>	<b>16.910</b>	<b>18.599</b>	<b>(1,000 180,496 Gallons)</b>
<b>Monthly Cost per 1,000 Gallons of Water Produced<sup>6</sup></b>	<b>\$ 2.15</b>	<b>\$ 5.20</b>	<b>\$ 0.79</b>	<b>\$ 2.02</b>	<b>\$ 1.95</b>	<b>\$ 1.57</b>	<b>\$ 3.23</b>	<b>\$ 2.02</b>	<b>\$ 9.49</b>	<b>\$ 1.84</b>	<b>\$ 1.40</b>	<b>\$ 1.29</b>	<b>\$ 2.72 Total per year</b>
<b>Monthly Cost per 1,000 Gallons of Water Billed<sup>7</sup></b>	<b>\$ 2.53</b>	<b>\$ 7.43</b>	<b>\$ 0.86</b>	<b>\$ 2.72</b>	<b>\$ 2.01</b>	<b>\$ 1.58</b>	<b>\$ 3.83</b>	<b>\$ 1.15</b>		<b>\$ 2.13</b>	<b>\$ 1.84</b>	<b>\$ 1.21</b>	<b>\$ 3.16 Total per year</b>
<b>Annual Operational Cost Per 1,000 Gallons Billed</b>	<b>\$ 3.16</b>												

#### Notes:

<sup>1</sup> Personal Property Insurance Premium applied 50% Water / 50% Wastewater

<sup>2</sup> District Administration is split evenly between water and wastewater and includes: Personnel, Public Works Coordinator, Consultant Services, Computer Software Updates, Office Supplies, Bank Fees, TML, Postage.

<sup>3</sup> Loan Interest Expense applied 50% Water / 50% Wastewater.

<sup>4</sup> Water Pumped amount provided by LSGCD.

<sup>5</sup> Water Billed amount is from Consumption reports.

<sup>6</sup> Monthly expense was calculated based on water produced.

<sup>7</sup> Monthly expense was calculated based on water billed.



## ATTACHMENT 3



# City of Magnolia

## 2021 Water and Sewer Rate Analysis

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>A. Residential Inside</b>			
October 2019	611	2,934	4.802
November 2019	603	2,722	4.514
December 2019	611	2,521	4.126
January 2020	609	3,033	4.980
February 2020	610	2,943	4.825
March 2020	623	2,504	4.019
April 2020	626	3,165	5.056
May 2020	630	3,343	5.306
June 2020	642	4,605	7.173
July 2020	644	5,469	8.492
August 2020	657	6,000	9.132
September 2020	680	5,075	7.463
<b>Annual Usage</b>	<b>7,546</b>	<b>44,314</b>	
<b>Average Monthly Usage</b>	<b>629</b>	<b>3,693</b>	<b>5.873</b>
<b>B. Commercial Inside</b>			
October 2019	133	2,605	19.586
November 2019	132	2,812	21.303
December 2019	131	2,773	21.168
January 2020	131	2,898	22.122
February 2020	131	3,281	25.046
March 2020	131	2,343	17.885
April 2020	133	2,048	15.398
May 2020	132	2,064	15.636
June 2020	131	2,790	21.298
July 2020	131	2,503	19.107
August 2020	130	2,931	22.546
September 2020	132	2,505	18.977
<b>Annual Usage</b>	<b>1,578</b>	<b>31,553</b>	
<b>Average Monthly Usage</b>	<b>132</b>	<b>2,629</b>	<b>20.006</b>

# City of Magnolia

## 2021 Water and Sewer Rate Analysis

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>C. Grand Oaks</b>			
October 2019	1	2,416	2,416.000
November 2019	1	2,805	2,805.000
December 2019	1	1,907	1,907.000
January 2020	1	2,082	2,082.000
February 2020	1	2,243	2,243.000
March 2020	1	1,664	1,664.000
April 2020	1	2,479	2,479.000
May 2020	1	1,875	1,875.000
June 2020	1	2,866	2,866.000
July 2020	1	2,152	2,152.000
August 2020	1	2,444	2,444.000
September 2020	1	2,988	2,988.000
<b>Annual Usage</b>	<b>12</b>	<b>27,921</b>	
<b>Average Monthly Usage</b>	<b>1</b>	<b>2,327</b>	<b>2,326.750</b>
<b>D. Commercial Outside</b>			
October 2019	30	292	9.733
November 2019	28	273	9.750
December 2019	28	222	7.929
January 2020	28	233	8.321
February 2020	27	223	8.259
March 2020	27	210	7.778
April 2020	27	193	7.148
May 2020	28	270	9.643
June 2020	28	287	10.250
July 2020	29	260	8.966
August 2020	27	221	8.185
September 2020	27	238	8.815
<b>Annual Usage</b>	<b>334</b>	<b>2,922</b>	
<b>Average Monthly Usage</b>	<b>28</b>	<b>244</b>	<b>8.731</b>

**City of Magnolia**  
**2021 Water and Sewer Rate Analysis**

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>E. Irrigation Inside</b>			
October 2019	98	1,115	11.378
November 2019	99	482	4.869
December 2019	101	337	3.337
January 2020	101	278	2.752
February 2020	102	325	3.186
March 2020	103	395	3.835
April 2020	103	401	3.893
May 2020	102	812	7.961
June 2020	103	1,229	11.932
July 2020	103	1,595	15.485
August 2020	104	2,131	20.490
September 2020	104	1,397	13.433
<b>Annual Usage</b>	<b>1,223</b>	<b>10,497</b>	
<b>Average Monthly Usage</b>	<b>102</b>	<b>875</b>	<b>8.546</b>
<b>F. Multi-Family Inside</b>			
October 2019	5	329	65.800
November 2019	5	355	71.000
December 2019	5	408	81.600
January 2020	6	382	63.667
February 2020	6	380	63.333
March 2020	6	288	48.000
April 2020	6	355	59.167
May 2020	6	333	55.500
June 2020	6	416	69.333
July 2020	6	365	60.833
August 2020	6	437	72.833
September 2020	6	383	63.833
<b>Annual Usage</b>	<b>69</b>	<b>4,431</b>	
<b>Average Monthly Usage</b>	<b>6</b>	<b>369</b>	<b>64.575</b>

**City of Magnolia**  
**2021 Water and Sewer Rate Analysis**

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>G. Residential Outside</b>			
October 2019	216	1,320	6.111
November 2019	218	1,139	5.225
December 2019	218	1,076	4.936
January 2020	218	1,026	4.706
February 2020	220	964	4.382
March 2020	222	816	3.676
April 2020	221	1,051	4.756
May 2020	221	1,063	4.810
June 2020	220	1,344	6.109
July 2020	220	1,568	7.127
August 2020	221	1,768	8.000
September 2020	274	1,441	5.259
<b>Annual Usage</b>	<b>2,689</b>	<b>14,576</b>	
<b>Average Monthly Usage</b>	<b>224</b>	<b>1,194</b>	<b>5.425</b>
<b>H. Senior Inside</b>			
October 2019	135	560	4.148
November 2019	134	550	4.104
December 2019	138	445	3.225
January 2020	137	518	3.781
February 2020	139	515	3.705
March 2020	139	446	3.209
April 2020	138	604	4.377
May 2020	138	639	4.630
June 2020	139	791	5.691
July 2020	141	775	5.496
August 2020	141	868	6.156
September 2020	139	775	5.576
<b>Annual Usage</b>	<b>1,658</b>	<b>7,486</b>	
<b>Average Monthly Usage</b>	<b>138</b>	<b>624</b>	<b>4.508</b>

**City of Magnolia**  
**2021 Water and Sewer Rate Analysis**

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>I. Irrigation - Institutional</b>			
October 2019	8	129	16.125
November 2019	8	82	10.250
December 2019	8	34	4.250
January 2020	8	37	4.625
February 2020	9	117	13.000
March 2020	9	40	4.444
April 2020	9	38	4.222
May 2020	9	67	7.444
June 2020	9	108	12.000
July 2020	9	149	16.556
August 2020	9	137	15.222
September 2020	9	131	14.556
<b>Annual Usage</b>	<b>104</b>	<b>1,069</b>	
<b>Average Monthly Usage</b>	<b>9</b>	<b>89</b>	<b>10.225</b>
<b>J. Irrigation - Outside</b>			
October 2019	2	63	31.500
November 2019	2	48	24.000
December 2019	2	32	16.000
January 2020	2	35	17.500
February 2020	2	65	32.500
March 2020	2	33	16.500
April 2020	2	32	16.000
May 2020	2	28	14.000
June 2020	2	39	19.500
July 2020	2	35	17.500
August 2020	2	33	16.500
September 2020	2	23	11.500
<b>Annual Usage</b>	<b>24</b>	<b>466</b>	
<b>Average Monthly Usage</b>	<b>2</b>	<b>37</b>	<b>19.417</b>

# City of Magnolia

## 2021 Water and Sewer Rate Analysis

	Connections	Billed Usage (1,000 Gallons)	Average Usage Per Connection (1,000 Gallons/Connection)
<b>WATER USAGE BY CONNECTION TYPE</b>			
<b>K. City</b>			
October 2019	3	406	135.333
November 2019	3	436	145.333
December 2019	3	411	137.000
January 2020	3	487	162.333
February 2020	3	463	154.333
March 2020	3	375	125.000
April 2020	3	395	131.667
May 2020	3	407	135.667
June 2020	3	464	154.667
July 2020	3	558	186.000
August 2020	3	717	239.000
September 2020	3	589	196.333
<b>Annual Usage</b>	<b>36</b>	<b>5,708</b>	
<b>Average Monthly Usage</b>	<b>3</b>	<b>482</b>	<b>158.556</b>
<b>L. Institutional</b>			
October 2019	34	1,017	29.912
November 2019	34	969	28.500
December 2019	34	741	21.794
January 2020	34	513	15.088
February 2020	34	1,566	46.059
March 2020	34	535	15.735
April 2020	34	574	16.882
May 2020	34	210	6.176
June 2020	34	344	10.118
July 2020	34	743	21.853
August 2020	34	667	19.618
September 2020	34	760	22.353
<b>Annual Usage</b>	<b>408</b>	<b>8,639</b>	
<b>Average Monthly Usage</b>	<b>34</b>	<b>693</b>	<b>21.174</b>



# City of Magnolia 2021 Water and Sewer Rate Analysis

## EQUIVALENT SINGLE-FAMILY CONNECTIONS (ESFCs) BY CONNECTION TYPE

### A. Residential Inside:

ESFC =                      Average Single Residential Unit Usage Per Connection = 5.873 (1,000 gallons/month)

### B. Commercial Inside:

$$\text{ESFC} = \frac{\text{average Commercial Inside usage per connection}}{\text{average Residential Inside usage per connection}}$$

$$\frac{20.006}{5.873} = 3.41 \text{ ESFC} = 1 \text{ commercial inside connection}$$

132	Commercial Inside Connections x 3.41 ESFC =	448	ESFC for Commercial Connections
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### C. Grand Oaks:

$$\text{ESFC} = \frac{\text{average Grand Oaks usage per unit connection}}{\text{average Residential Inside usage per connection}}$$

$$\frac{2,327}{5.873} = 396.21 \text{ ESFC} = 1 \text{ Grand Oaks connection}$$

1	Grand Oaks Connections x 396.21 ESFC =	396	ESFC for Grand Oaks Connections
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### D. Commercial Outside:

$$\text{ESFC} = \frac{\text{average Commercial Outside usage per connection}}{\text{average Residential Inside usage per connection}}$$

$$\frac{8.731}{5.873} = 1.49 \text{ ESFC} = 1 \text{ Commercial Outside connection}$$

28	Commercial Outside Connections x 1.49 ESFC =	41	ESFC for Commercial Outside Connections
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# **City of Magnolia** **2021 Water and Sewer Rate Analysis**

## **EQUIVALENT SINGLE-FAMILY CONNECTIONS (ESFCs) BY CONNECTION TYPE**

### **E. Irrigation Inside:**

ESFC=	$\frac{\text{average Irrigation Inside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{8.546}{5.873} = 1.46 \text{ ESFC} = 1 \text{ Irrigation Inside connection}$		
102	Irrigation Inside Connections x 1.46 ESFC =	148	ESFC for Irrigation Inside Connections

### **F. Multi-Family Inside:**

ESFC=	$\frac{\text{average Multi-family Inside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{64.575}{5.873} = 11 \text{ ESFC} = 1 \text{ Multi-family connection}$		
6	Multi-Family Inside Connections x 11 ESFC =	63	ESFC for Multi-Family Connections

### **G. Residential Outside:**

ESFC=	$\frac{\text{average Residential Outside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{5.425}{5.873} = 0.92 \text{ ESFC} = 1 \text{ Residential Outside connection}$		
224	Residential Outside Connections x 0.92 ESFC =	207	ESFC for Residential Outside Connections

## **EQUIVALENT SINGLE-FAMILY CONNECTIONS (ESFCs) BY CONNECTION TYPE**

## City of Magnolia 2021 Water and Sewer Rate Analysis

### H. Senior Inside:

ESFC=	$\frac{\text{average Senior Inside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{4.508}{5.873} = 0.77 \text{ ESFC} = 1 \text{ Senior Inside connection}$		
138	Senior Inside Connections x 0.77 ESFC =	106	ESFC for Senior Inside Connections

### I. Irrigation Institutional:

ESFC=	$\frac{\text{average Senior Inside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{13.000}{15.398} = 0.84 \text{ ESFC} = 1 \text{ Irrigation - Institutional connection}$		
9	Senior Inside Connections x 0.84 ESFC =	8	ESFC for Irrigation Institutional Connections

### J. Irrigation - Outside

ESFC=	$\frac{\text{average Irrigation Outside usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{19.417}{5.873} = 3.31 \text{ ESFC} = 1 \text{ Irrigation Outside connection}$		
2	Irrigation Inside Connections x 3.31 ESFC =	7	ESFC for Irrigation Outside Connections

### K. City

ESFC=	$\frac{\text{average City usage per connection}}{\text{average Residential Inside usage per connection}}$		
	$\frac{158.556}{5.873} = 27 \text{ ESFC} = 1 \text{ City connection}$		
3	City Connections x 27 ESFC =	81	ESFC for Senior Inside Connections

# City of Magnolia 2021 Water and Sewer Rate Analysis

## EQUIVALENT SINGLE-FAMILY CONNECTIONS (ESFCs) BY CONNECTION TYPE

### L. Institutional

$$\text{ESFC} = \frac{\text{average Institutional usage per connection}}{\text{average Residential Inside usage per connection}}$$

$$\frac{21.174}{5.873} = 3.61 \text{ ESFC} = 1 \text{ Institutional connection}$$

34 Institutional Connections x 3.61 ESFC = 123 ESFC for Institutional Connections

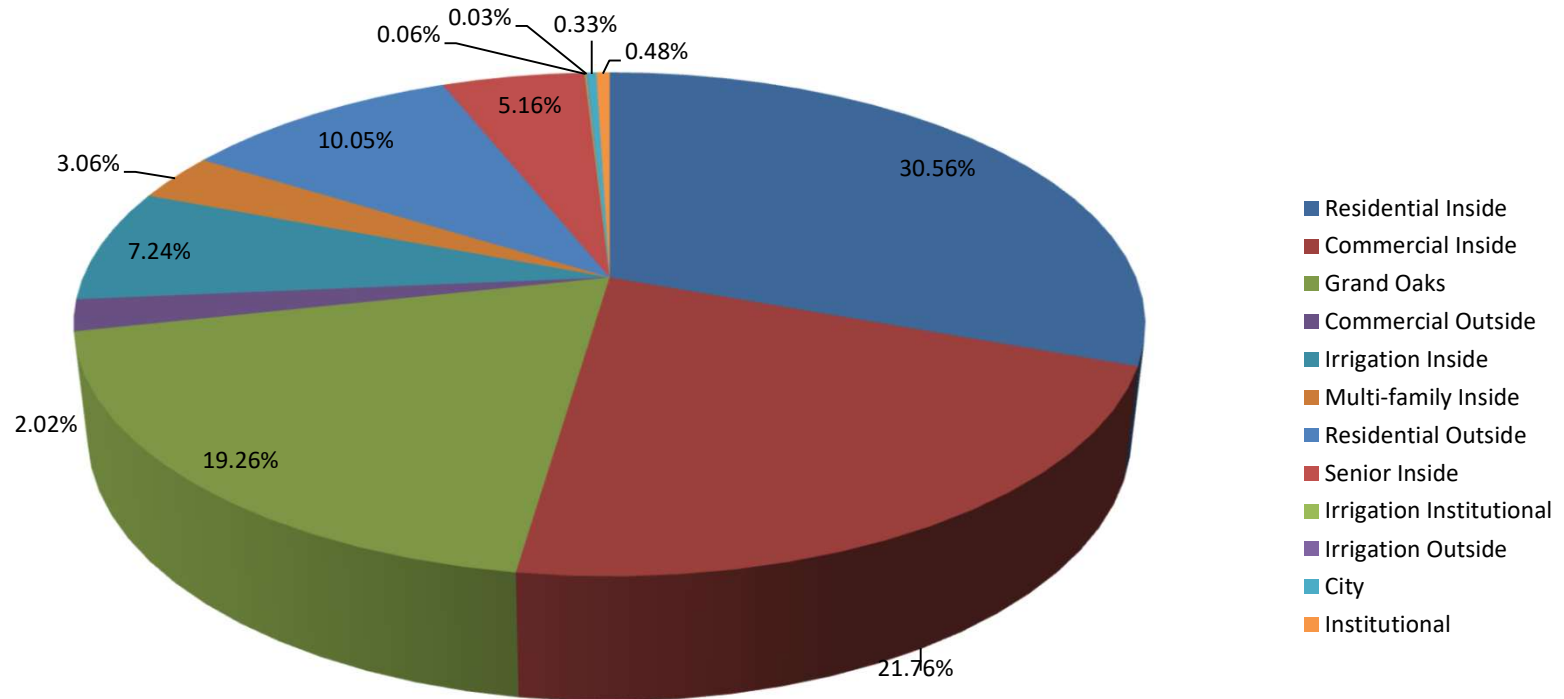
## OVERVIEW OF WATER USAGE BY CONNECTION TYPE

### Water Usage by Type of Connection

Connection Type	Number of Connections	Total Gallons Per Connection Type	% of Total Usage
Residential Inside	629	44,314	30.56%
Commercial Inside	132	31,553	21.76%
Grand Oaks	1	27,921	19.26%
Commercial Outside	28	2,922	2.02%
Irrigation Inside	102	10,497	7.24%
Multi-family Inside	6	4,431	3.06%
Residential Outside	224	14,576	10.05%
Senior Inside	138	7,486	5.16%
Irrigation Institutional	9	89	0.06%
Irrigation Outside	2	37	0.03%
City	3	482	0.33%
Institutional	<u>34</u>	<u>693</u>	<u>0.48%</u>
	1,307	145,001	100.00%

**City of Magnolia  
2021 Water and Sewer Rate Analysis**

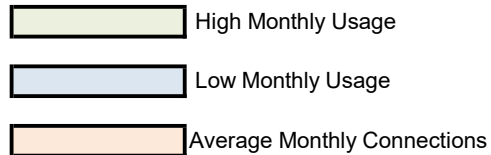
**City of Magnolia  
Water Usage by Type of Connection**



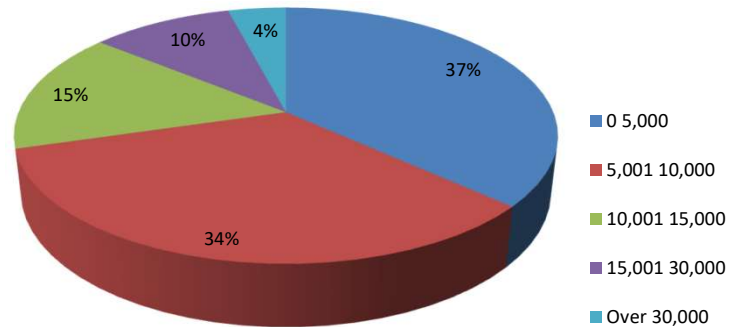
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

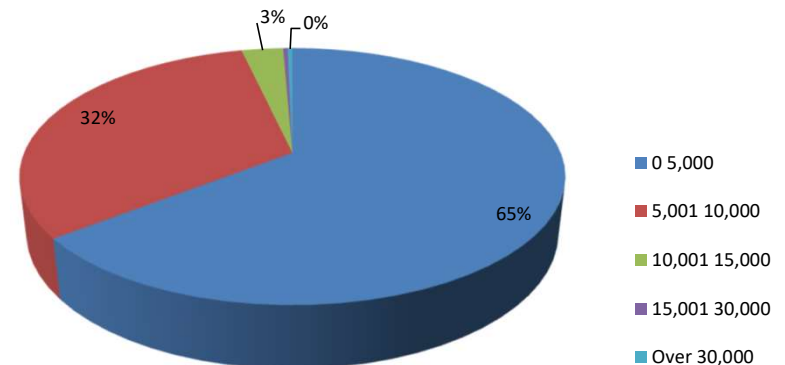
Residential Inside Connection Usage - Usage Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	346	343	394	316	325	410	312	330	235	267	241	305	3,824	9,339	319	2,442
5,001	10,000	206	230	195	250	244	192	258	227	264	217	222	214	2,719	17,309	227	6,366
10,001	15,000	43	21	18	32	30	14	39	46	85	85	101	91	605	6,912	50	11,425
15,001	30,000	15	9	2	8	10	6	15	25	48	55	66	55	314	5,986	26	19,064
Over 30,000		1	0	2	3	1	1	2	2	10	20	27	15	84	4,768	7	56,762
Total Active Accts		611	603	611	609	610	623	626	630	642	644	657	680	7,546	44,314	629	



Peak Residential Inside Usage  
by Tier - August



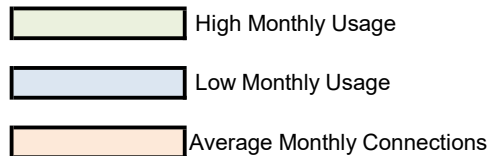
Low Residential Inside Usage  
by Tier - December



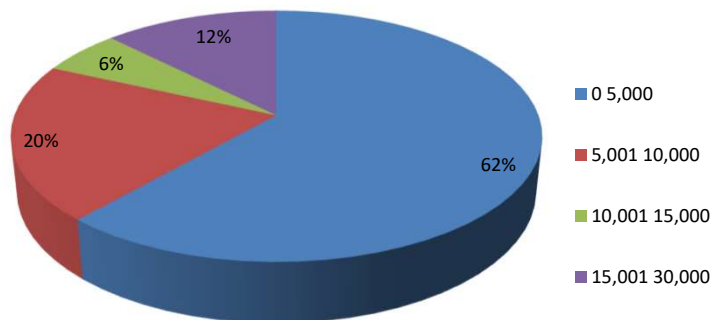
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

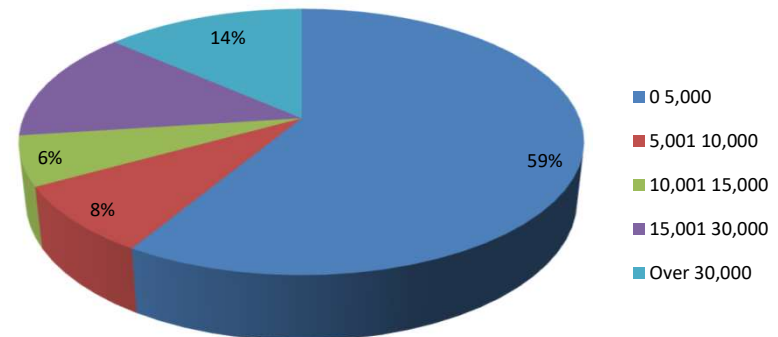
Commercial Inside Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
														12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
0	5,000	67	66	65	66	64	70	78	77	62	69	62	63	809	1,090	67	1,347
5,001	10,000	15	18	19	18	21	18	11	12	21	12	16	18	199	1,322	17	6,643
10,001	15,000	10	8	5	5	6	6	8	5	6	5	5	6	75	887	6	11,827
15,001	30,000	15	11	14	14	13	16	18	16	14	22	20	21	194	4,224	16	21,773
Over 30,000		26	29	28	28	27	21	18	22	28	23	27	24	301	24,030	25	79,834
Total Active Accts		133	132	131	131	131	131	133	132	131	131	130	132	1,578	31,553	132	



Peak Commercial Usage by Tier -February



Low Commercial Usage by Tier - April

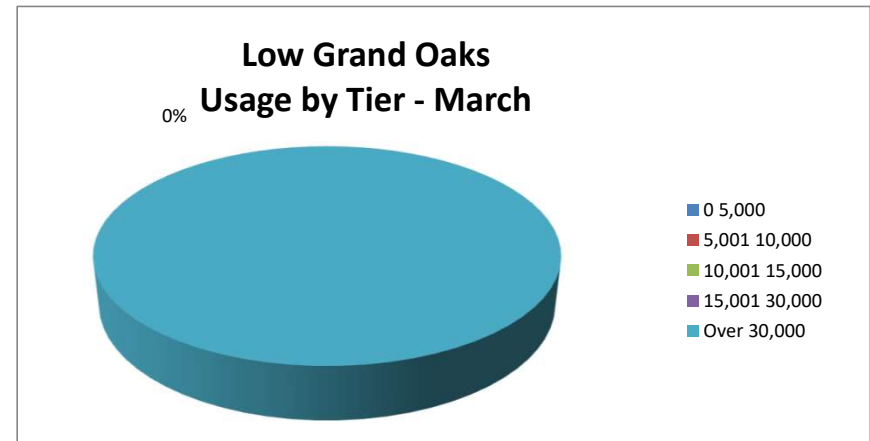
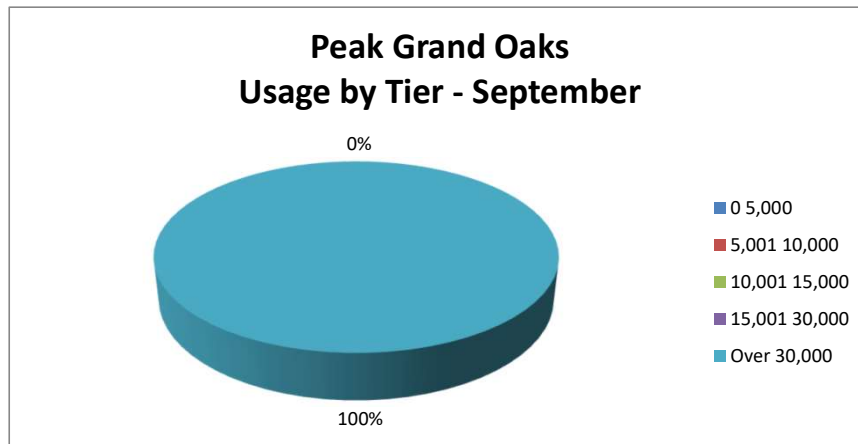
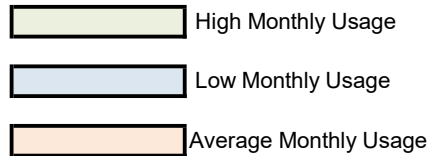




# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

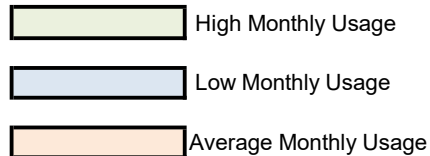
Grand Oaks Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
5,001	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
10,001	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
15,001	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Over 30,000		1	1	1	1	1	1	1	1	1	1	1	1	12	27,921	1	2,326,750
Total Active Accts		1	1	1	1	1	1	1	1	1	1	1	1	12	27,921	1	



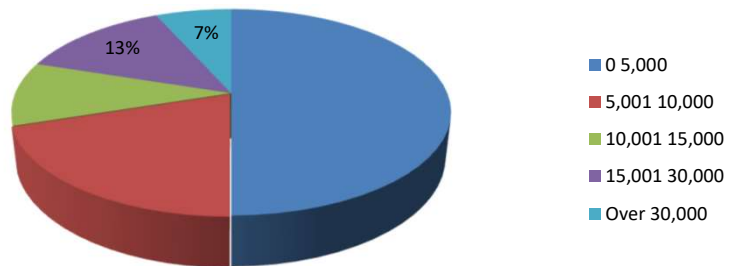
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

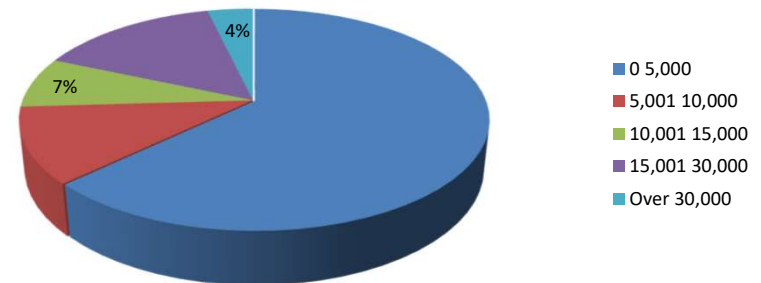
Commercial Outside Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
														12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
0	5,000	15	14	17	15	15	14	17	15	13	15	12	11	173	241	20	1,393
5,001	10,000	6	3	4	5	3	3	3	6	4	3	7	8	55	361	30	6,564
10,001	15,000	3	4	1	3	4	5	2	1	5	2	2	1	33	399	33	12,091
15,001	30,000	4	5	4	4	3	4	4	4	3	8	5	6	54	1,092	91	20,222
Over 30,000		2	2	2	1	2	1	1	2	3	1	1	1	19	829	69	43,632
Total Active Accts		30	28	28	28	27	27	27	28	28	29	27	27	334	2,922	28	



Peak Commercial Outside Usage by Tier - October



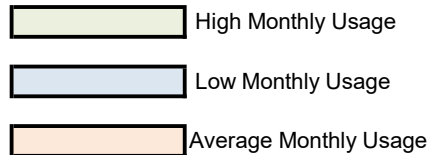
Low Commercial Outside Usage by Tier - April



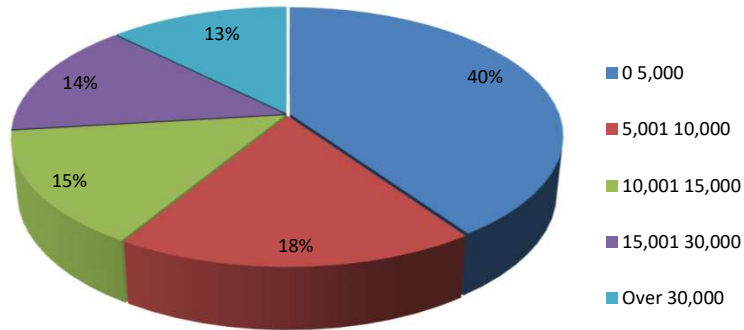
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

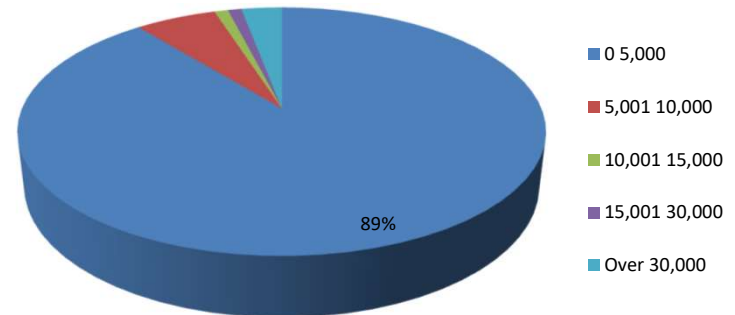
Irrigation Inside Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
														12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
0	5,000	56	80	89	90	89	91	83	75	62	49	42	45	851	573	71	673
5,001	10,000	19	6	4	6	6	6	13	11	14	24	19	18	146	993	12	6,801
10,001	15,000	10	5	2	1	2	2	3	6	11	10	15	13	80	941	7	11,763
15,001	30,000	5	3	1	1	1	1	0	5	7	10	15	18	67	1,345	6	20,075
Over 30,000		8	5	5	3	4	3	4	5	9	10	13	10	79	6,645	7	84,114
Total Active Accts		98	99	101	101	102	103	103	102	103	103	104	104	1,223	10,497	102	



Peak Irrigation Inside Usage by Tier - August

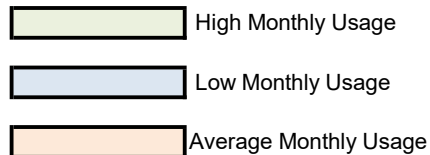


Low Irrigation Inside Usage by Tier - January

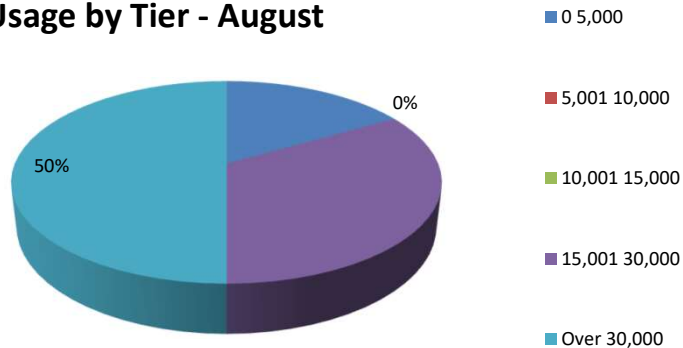


# City of Magnolia Impact Rate Analysis Tiered Usage Per Connect Type

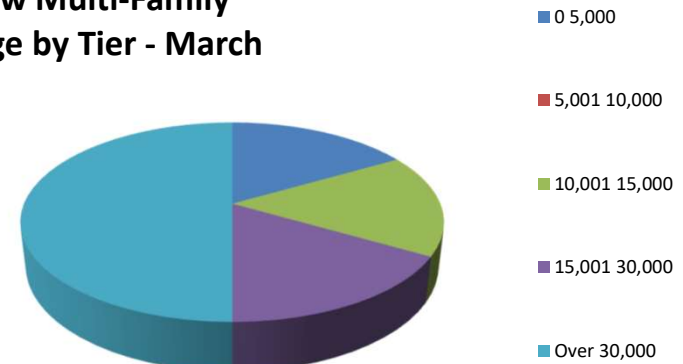
Multi-Family Connection Usage - Per Existing Tiers																		
Tier		2019			2020									Totals		Averages		
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn	
0	5,000	0	0	0	1	1	1	0	0	1	0	1	1	6	17	1	2,833	
5,001	10,000	0	0	0	0	0	0	1	1	0	1	0	0	3	16	0	5,333	
10,001	15,000	0	1	1	0	0	1	1	0	0	0	0	0	4	51	0	12,750	
15,001	30,000	2	0	0	1	1	1	0	1	1	2	2	2	13	305		23,462	
Over 30,000		3	4	4	4	4	3	4	4	4	3	3	3	43	4,042	4	94,000	
Total Active Accts		5	5	5	6	6	6	6	6	6	6	6	6	69	4,431	6		



Peak Multi-Family  
Usage by Tier - August



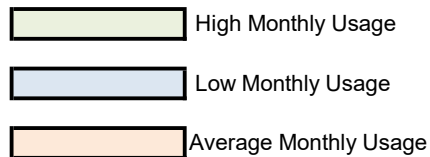
Low Multi-Family  
Usage by Tier - March



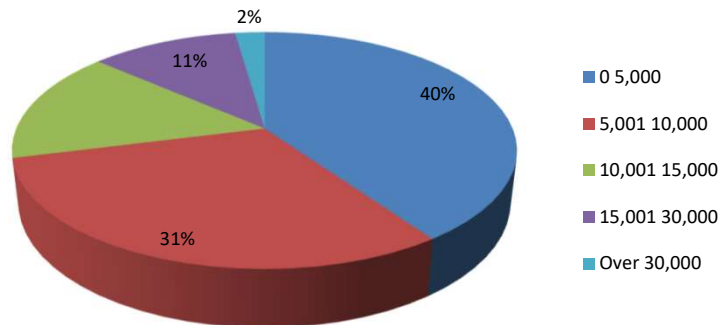
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

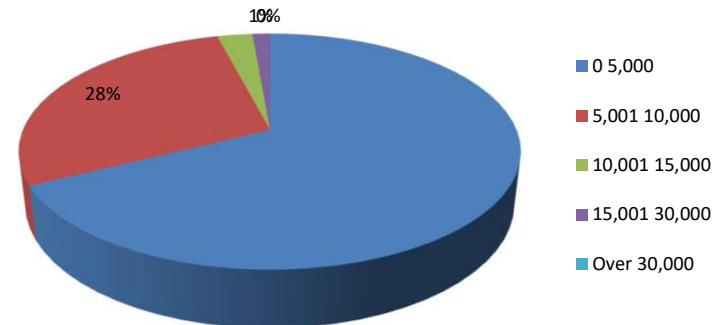
Residential Outside Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
														12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
0	5,000	122	126	134	124	133	150	128	131	106	102	89	165	1,510	3,212	126	2,127
5,001	10,000	63	70	65	76	76	63	74	64	70	65	68	67	821	5,284	68	6,436
10,001	15,000	16	16	10	12	6	6	13	18	31	28	34	17	207	2,400	17	11,594
15,001	30,000	12	3	5	4	4	3	5	7	10	22	25	21	121	2,353	10	19,446
Over 30,000		3	3	4	2	1	0	1	1	3	3	5	4	30	1,327	3	44,233
Total Active Accts		216	218	218	218	220	222	221	221	220	220	221	274	2,689	14,576	224	



Peak Residential Outside Usage by Tier - August



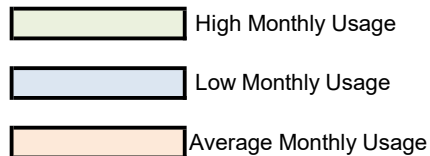
Low Residential Outside Usage by Tier - March



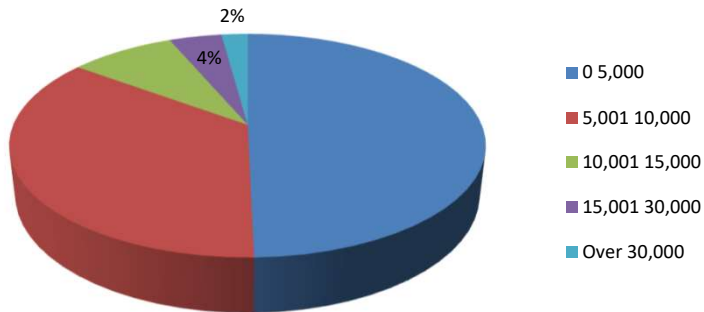
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

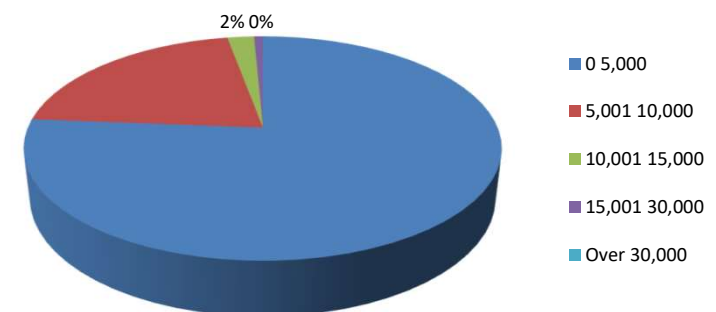
Senior Inside Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	94	89	102	92	98	106	95	94	76	83	70	80	1,079	2,340	90	2,169
5,001	10,000	32	38	33	40	37	29	36	35	42	40	50	40	452	2,900	38	6,416
10,001	15,000	4	5	3	4	2	3	3	5	14	7	12	10	72	839	6	11,653
15,001	30,000	5	2	0	1	2	1	2	1	5	9	6	7	41	804	3	19,610
Over 30,000		0	0	0	0	0	0	2	3	2	2	3	2	14	603	1	43,071
Total Active Accts		135	134	138	137	139	139	138	138	139	141	141	139	1,658	7,486	138	



Peak Senior Inside Usage by Tier - August



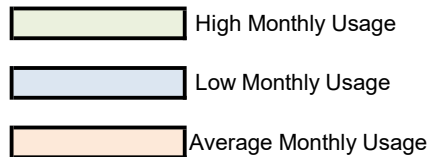
Low Senior Inside Usage by Tier - March



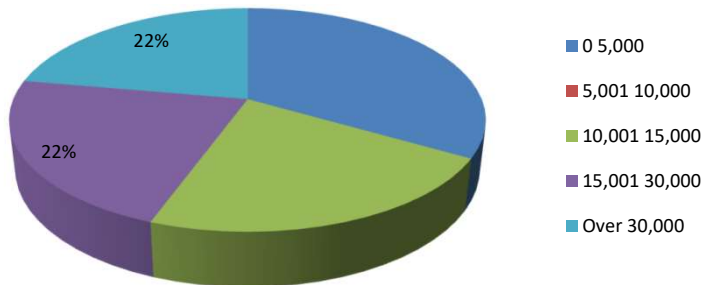
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

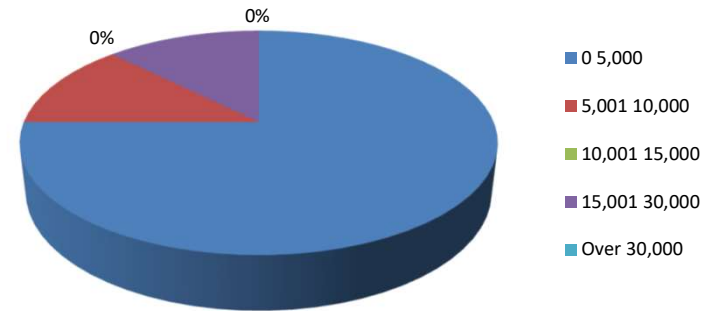
Irrigation Institutional Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	2	2	6	5	5	6	8	6	4	3	3	3	53	51	4	962
5,001	10,000	1	2	1	1	2	1	0	0	1	0	0	2	11	72	1	6,545
10,001	15,000	1	2	0	1	0	0	0	2	1	2	3	1	13	156	1	12,000
15,001	30,000	2	2	1	1	1	2	0	0	1	2	2	2	16	315	1	19,688
Over 30,000		2	0	0	0	1	0	1	1	2	2	1	1	11	475	1	43,182
Total Active Accts		8	8	8	8	9	9	9	9	9	9	9	9	104	1,069	9	



Peak Irrigation Institutional Usage by Tier - July



Low Irrigation Institutional Usage by Tier - March

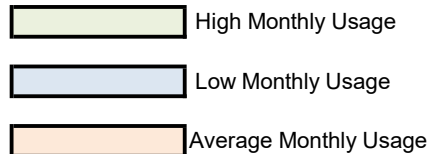




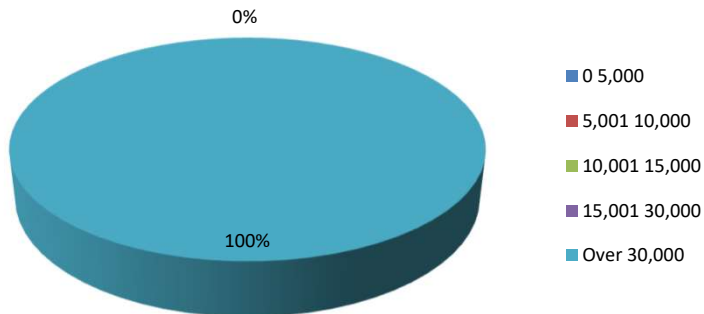
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

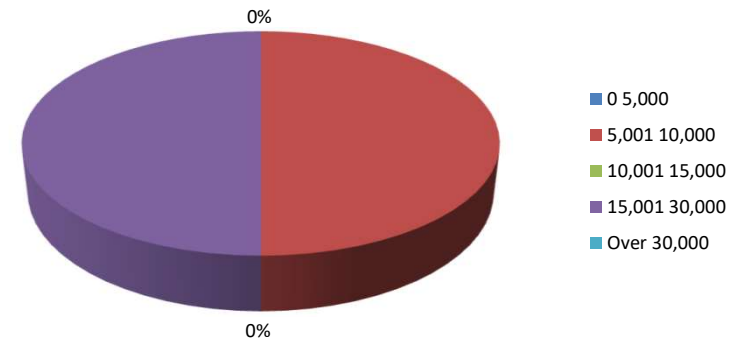
Irrigation Outside Commercial Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
5,001	10,000	0	0	0	0	0	0	0	1	0	0	0	1	2	13	0	6,500
10,001	15,000	0	1	0	0	0	0	0	0	0	0	1	0	2	24	0	12,000
15,001	30,000	0	0	2	2	0	2	2	1	2	2	1	1	15	266	1	17,733
Over 30,000		2	1	0	0	2	0	0	0	0	0	0	0	5	163	0	32,600
Total Active Accts		2	2	2	2	2	2	2	2	2	2	2	2	24	466	2	



Peak Irrigation Outside Usage by Tier - February



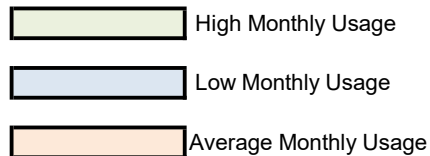
Low Irrigation Outside Usage by Tier - September



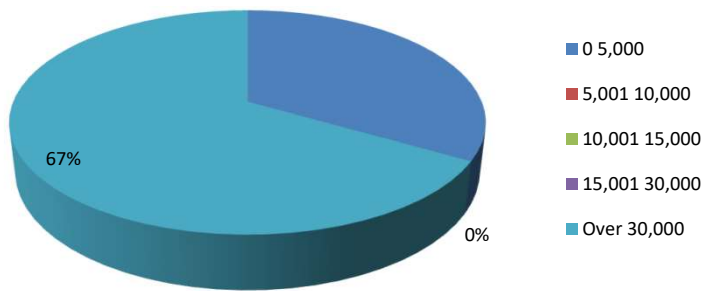
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

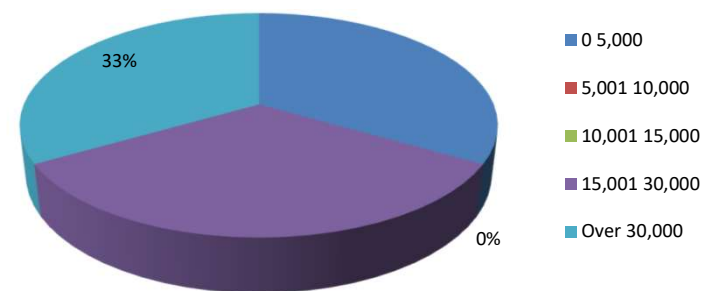
City Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	0	1	0	0	1	1	1	2	0	1	1	0	8	16	1	2,000
5,001	10,000	0	0	1	0	0	0	1	0	1	0	0	1	4	23	0	5,750
10,001	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
15,001	30,000	2	1	1	2	1	1	0	0	1	0	0	0	9	185	1	20,556
Over 30,000		1	1	1	1	1	1	1	1	1	2	2	2	15	5,484	1	365,600
Total Active Accts		3	3	3	3	3	3	3	3	3	3	3	3	36	5,708	3	



Peak City  
Usage by Tier - August



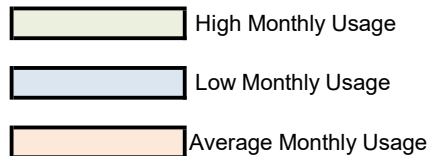
Low City  
Usage by Tier - March



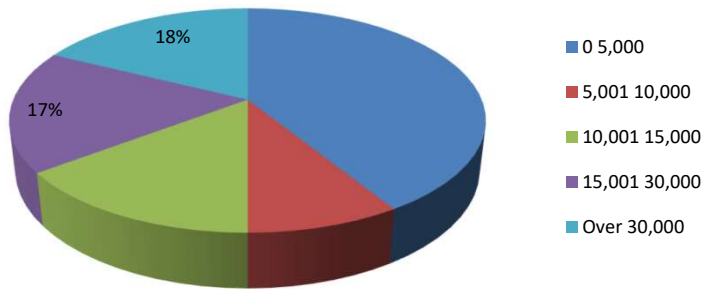
# City of Magnolia Impact Rate Analysis

## Tiered Usage Per Connect Type

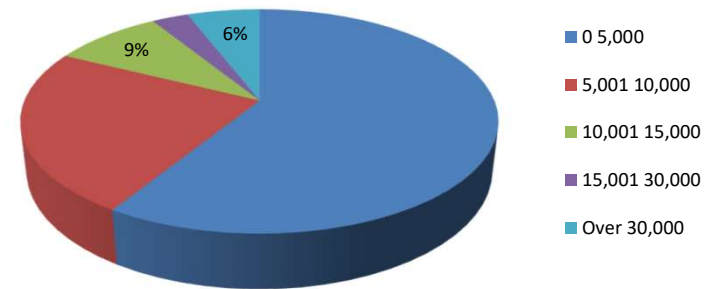
Institutional Connection Usage - Per Existing Tiers																	
Tier		2019			2020									Totals		Averages	
Low	High	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12 Month Conn Per Tier	12 Month Usage Per Tier	Average Conn Per Tier	Typical Usage in Gallons Per Conn
0	5,000	13	14	16	17	14	17	21	20	17	18	13	13	193	295	16	1,528
5,001	10,000	3	4	4	4	3	5	7	8	5	6	9	4	62	432	5	6,968
10,001	15,000	5	4	4	4	5	5	0	3	3	0	3	5	41	482	3	11,756
15,001	30,000	3	2	5	3	6	2	2	1	7	4	3	3	41	796	3	19,415
Over 30,000		10	10	5	6	6	5	4	2	2	6	6	9	71	6,634	6	93,437
Total Active Accts		34	34	34	34	34	34	34	34	34	34	34	34	408	8,639	34	



Peak Institutional Usage by Tier - February



Low Institutional Usage by Tier - May





## ATTACHMENT 4

City of Magnolia  
Rate Analysis and Impact Fee Review  
Cost of Water Billed

**Residential - In City**

Current Residential In-City Rate				
		Water	Sewer	
0	1,000	\$ 21.00	\$ 9.95	flat
	>1,000	\$ 3.65	\$ 3.00	per 1K

Current City Costs				
		Water	Sewer	
per	1,000	\$ 4.47	\$ 3.96	

Tier		Average Usage		Current Billed			Current Cost		
Low	High	Number of Conn.	Average Monthly Usage in Gallons Per Conn	Water	Sewer	Total	Water	Sewer	Total
0	5,000	319	2,442	\$ 28.30	\$ 15.95	\$ 44.25	\$ 13.41	\$ 11.88	\$ 25.29
5,001	10,000	227	6,366	\$ 42.90	\$ 27.95	\$ 70.85	\$ 31.29	\$ 27.72	\$ 59.01
10,001	15,000	50	11,425	\$ 61.15	\$ 42.95	\$ 104.10	\$ 53.64	\$ 47.52	\$ 101.16
15,001	30,000	26	19,064	\$ 90.35	\$ 66.95	\$ 157.30	\$ 89.40	\$ 79.20	\$ 168.60
Over 30,000		7	56,762	\$ 225.40	\$ 177.95	\$ 403.35	\$ 254.79	\$ 225.72	\$ 480.51

Note: Average usage has been rounded up to the nearest thousand to calculate water billed.

**Commercial - In City**

Current Commercial In-City Rate				
		Water	Sewer	
0	5,000	\$ 30.00	\$ 25.00	flat
5,001	15,000	\$ 7.50	\$ 5.50	per 1K
15,001	30,000	\$ 8.00	\$ 6.00	per 1K
30,001		\$ 8.75	\$ 6.50	per 1K

Current City Costs				
		Water	Sewer	
per	1,000	\$ 4.47	\$ 3.96	

Tier		Average Usage		Current Billed			Current Cost		
Low	High	Number of Conn.	Average Monthly Usage in Gallons Per Conn	Water	Sewer	Total	Water	Sewer	Total
0	5,000	67	1,347	\$ 30.00	\$ 25.00	\$ 55.00	\$ 8.94	\$ 7.92	\$ 16.86
5,001	10,000	17	6,643	\$ 45.00	\$ 36.00	\$ 81.00	\$ 31.29	\$ 27.72	\$ 59.01
10,001	15,000	6	11,827	\$ 82.50	\$ 63.50	\$ 146.00	\$ 53.64	\$ 47.52	\$ 101.16
15,001	30,000	16	21,773	\$ 160.98	\$ 121.99	\$ 282.97	\$ 98.34	\$ 87.12	\$ 185.46
Over 30,000		25	79,834	\$ 662.48	\$ 494.98	\$ 1,157.46	\$ 357.60	\$ 316.80	\$ 674.40

Note: Average usage has been rounded up to the nearest thousand to calculate water billed.



## ATTACHMENT 5

City of Magnolia  
Rate Analysis and Impact Fee Review  
Residential In-City to Out-of-City Costs

**Residential In-City Annual Costs per Connection**

Current Residential In-City Rate				
		Water	Sewer	
0	1,000	\$ 21.00	\$ 9.95	flat
	>1,000	\$ 3.65	\$ 3.00	per 1K

Current Tax Rate		
Operating	Debt Service	Total
\$0.1429	\$0.2622	\$0.4051
\$218,329	Median Home Value	

Tier		Average Usage		Current Annual Bill			Current Annual Taxes			Total Annual Cost per Connection
Low	High	Number of Conn.	Average Monthly Usage in Gallons Per Conn	Water	Sewer	Total	Operating	Debt Service	Total	
0	5,000	319	2,442	\$ 339.60	\$ 191.40	\$ 531.00	\$ 311.99	\$ 572.46	\$ 884.45	\$ 1,415.45
5,001	10,000	227	6,366	\$ 514.80	\$ 335.40	\$ 850.20	\$ 311.99	\$ 572.46	\$ 884.45	\$ 1,734.65
10,001	15,000	50	11,425	\$ 733.80	\$ 515.40	\$ 1,249.20	\$ 311.99	\$ 572.46	\$ 884.45	\$ 2,133.65
15,001	30,000	26	19,064	\$ 1,084.20	\$ 803.40	\$ 1,887.60	\$ 311.99	\$ 572.46	\$ 884.45	\$ 2,772.05
Over 30,000		7	56,762	\$ 2,704.80	\$ 2,135.40	\$ 4,840.20	\$ 311.99	\$ 572.46	\$ 884.45	\$ 5,724.65

Note: Average usage has been rounded up to the nearest thousand to calculate water billed.

**Residential Out-of-City Annual Costs per Connection**

Current Residential In-City Rate				
		Water	Sewer	
0	1,000	\$ 21.00	\$ 9.95	flat
	>1,000	\$ 3.65	\$ 3.00	per 1K

Tier		Average Usage		Current Annual Bill			In-City Costs to Out-of-City Costs Ratio	
Low	High	Number of Conn.	Average Monthly Usage in Gallons Per Conn	Water	Sewer	Total	Including Debt Service Tax Only	Including all Property Tax
0	5,000	319	2442	\$ 339.60	\$ 191.40	\$ 531.00	2.08	2.67
5,001	10,000	227	6366	\$ 514.80	\$ 335.40	\$ 850.20	1.67	2.04
10,001	15,000	50	11425	\$ 733.80	\$ 515.40	\$ 1,249.20	1.46	1.71
15,001	30,000	26	19064	\$ 1,084.20	\$ 803.40	\$ 1,887.60	1.30	1.47
Over 30,000		7	56762	\$ 2,704.80	\$ 2,135.40	\$ 4,840.20	1.12	1.18
Weighted Average							1.84	2.30

Note: Average usage has been rounded up to the nearest thousand to calculate water billed.

Number of connections and average monthly usage is based on In-City residential usage during FYE 2020





## ATTACHMENT 6



June 6, 2019

Mr. Paul Mendes, City Administrator  
City of Magnolia  
18111 Buddy Riley Boulevard  
Magnolia, TX 77354

Re: Water and Wastewater Capital Improvement Plans (CIP) and Impact Fees

Dear Paul,

Strand Associates, Inc.® (Strand) appreciates the opportunity to assist the City of Magnolia (City) in preparing forecasts of residential equivalent connections, proposed water and wastewater capital improvement projects, and opinions of probable construction cost (OPCCs) for water and wastewater system improvements. The proposed projects and costs were used by NewGen Strategies and Solutions, LLC (NewGen) to develop maximum allowable impact fees for water and wastewater. This letter summarizes the forecasted number of residential equivalent connections, recommended water and wastewater system improvements, OPCCs, and the maximum allowable impact fee developed by NewGen.

Projections for new connection and population growth were developed for the next ten years through discussions with City staff and reviewing both existing land use maps and known development plans. The evaluation projected the population served by the City's municipal utilities will increase by 8,798 new residential equivalent connections. Figure 1 shows the proposed land uses and was used to develop the number of residential equivalent connections presented in Table 1. Table 1 and Figure 1 are included as attachments to this letter.

Water and wastewater flows for the proposed development areas were developed based upon the City's Unified Development Code and Texas Commission on Environmental Quality (TCEQ) requirements.

The analysis revealed that the water and wastewater system improvements proposed are only required to service additional connections created by new developments. Table 2 and Figure 2 provide descriptions and costs for the water supply projects required to serve the new projected demands over the next 20 years. Table 3 and Figure 3 present the same information for the wastewater system. Tables 2 and 3 provide further breakdown to indicate portions of the costs that are attributable to the first ten years.

Impact Fee development is governed by Chapter 395 of the Texas Local Government Code—Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments. NewGen developed the maximum assessable impact fees based on two methods.

In developing the components of the financial model several assumptions were made, including:

- Financing
  - Project funding at 50 percent debt and 50 percent cash
  - 20-year debt terms at 4.25 percent interest for first five years
  - 20-year debt terms at 5 percent interest for last five years
- Timing and level of expenditures and revenues
  - As indicated on tables

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TBPE No. F-8405  
TBPLS No. 10030000

Mr. Paul Mendes, City Administrator  
 City of Magnolia  
 Page 2  
 June 6, 2019

- Interest Earned on Deposits
  - 1.49 percent
- Annual Service Unit Growth of approximately 880
- Applicable Impact Fee Credits

The maximum assessable impact fee costs include construction costs attributable to capital construction, design, and planning, including applicable inflation plus financing costs. This amount is then adjusted, if applicable, for existing fund balances and projected interest earned on the accounts during the impact fee period. Finally, a credit for either utility revenues generated by the new service units during the ten-year program period or a 50 percent credit for the total cost of implementing the impact fee CIP is subtracted to develop the maximum recoverable cost for the impact fee. The cost for the impact fee is then calculated by dividing the maximum recoverable cost by the growth in residential equivalent connections during the period. The following table was prepared by NewGen and presented to the Capital Improvement Advisory Committee (CIAC) on May 16, 2019.

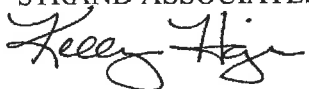
	<u>Water</u>	<u>Wastewater</u>
Recoverable Impact Fee CIP Costs	\$32,154,239	\$75,272,555
Financing Costs	\$8,799,317	\$19,687,121
Assigned Fund Balance	\$0	\$0
Interest Earnings	(\$1,539,553)	(\$2,409,769)
<b>Pre-Credit Recoverable Cost for Impact Fee</b>	<b>\$39,414,003</b>	<b>\$92,549,906</b>
Credit for Utility Revenues	(\$16,961,283)	(\$40,030,431)
<b>Maximum Recoverable Cost for Impact Fee</b>	<b>\$ 22,452,720</b>	<b>\$52,519,475</b>
Ten Year Growth in Service Units	\$8,798	\$8,798
<b>Maximum Fee with Revenue Credit</b>	<b>\$ 2,552</b>	<b>\$5,969</b>
<b>Maximum Fee with 50% Credit</b>	<b>\$ 2,126</b>	<b>\$5,027</b>

The CIAC recommended the City Council use the 50 percent credit method developed by NewGen to set the maximum assessable impact fees for water and wastewater. The City may, at its discretion, use a lower impact fee. It should also be noted that these impact fees are for a single residential equivalent meter, which consists of 5/8-inch meter rated for maximum continuous flow of 10 gallons per minute. The impact fees for larger size services can be calculated through a direct proportion of the maximum continuous flows for various meters and sizes found in American Water Works Association (AWWA) C700, C701 and C702. A table summarizing the current values and ratios to a 5/8-inch meter may be found in Table 4 attached.

Additional detail regarding the development of the capital improvement projects and OPCCs will be included in the Water Master Plan and Wastewater Master Plan, which are in the process of being completed. Additional details and the schedules developed by NewGen to calculate the maximum accessible fee are included in the attached Water and Wastewater Appendices Please feel free to contact us with any questions you may have at (979) 836-7937.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly M. Hajek, P.E.



Ryan D. Tinsley, P.E., ENV SP

Enclosure

**Table 1 Future Connections**

Development Name	Expected New Connections <sup>3</sup>			
	10-Year		20-Year	
	Residential	Non-Residential	Residential	Non-Residential
BBQ Equity Partners	-	50	-	50
Escondido	400	25	590	25
Glen Oaks	224	-	530	-
Lone Star College		-		-
Halberdier/Buck Grass	-	24	-	24
Magnolia East, LLC	550	15	1,100	16
Mill Creek/Forestar	750	-	750	-
Magnolia Audubon	4,740	35	9,800	36
Magnolia Ridge/MI Homes	300	10	336	10
Magnolia M3 Ranch <sup>1</sup>	450	5	1,250	5
Mustang Ridge	75	-	350	-
Parkside Capital	-	5	40	5
PHP 316 Commerce Street	70	5	100	5
Windmill Estates	-	-	50	-
Woodard Tract	450	10	1,250	20
G.Bucio Properties/La Preferida Meat Market	-	5	-	5
Freh Hut <sup>2</sup>	-	5	-	5
Magnolia Road Investment LLC	-	5	100	5
Rubicon	-	5	-	5
Vision Source	-	5	-	5
Lone Star College	-	140	-	192
Other/Unallocated	422	18	750	17
<b>Total</b>	<b>8,431</b>	<b>367</b>	<b>16,996</b>	<b>430</b>

Notes:

<sup>1</sup> Formerly Rick Sheldon Property<sup>2</sup> Formerly Fuel Chief<sup>3</sup> Connections given in terms of Residential Equivalent Connections. Connections are cumulative from current conditions.

**Table 2 Water Supply and Distribution Projects**

Project ID	Project Name	Year	Project Description	OPCC Attributable to 10-Year CIP	Total OPCC
S1	Plant No. 3	2021	Well Nos. 7 and 8 (Jasper and Evangeline Wells), Test Wells, Well Pump, 300,000-gallon GST, 750,000 gallon EST, Booster Pumping Station and Controls, and Chlorine Addition. Demolition of Elm Street Tank and Pumping Modifications at the Elm Street Plant.	\$10,592,000	\$10,592,000
S2	Well No. 8	2023	Well No. 9 (Jasper Well), Test Well, Well Pump, 3,000 LF of Raw Water Main to Existing Plant No. 2, also known as the Kelly Road Plant. Pump Improvements at Plant No. 2.	\$2,893,000	\$2,893,000
S3	Plant No. 4	2027	Well Nos. 10 and 11 (Jasper and Evangeline Wells), Jasper Test Well, Well Pump, 300,000-gallon GST, Booster Pumping Station and Controls, and Chlorine Addition.	\$5,201,820	\$6,669,000
S4	Plant No. 5	2030	Well Nos. 12 and 13–Jasper and Evangeline Wells, Well Pump, 500,000 EST, 300,000-gallon GST, Booster Pumping Station and Controls, and Chlorine Addition.	\$ -	\$7,996,000
S5	Plant No. 6	2034	Well Nos. 14 and 15–Jasper and Evangeline Wells, Well Pump, 5, 300,000-gallon GST, Booster Pumping Station and Controls, and Chlorine Addition.	\$ -	\$6,526,000
S6	500 K EST	2035	500,000-gallon EST at Plant No. 6	\$ -	\$2,747,000
S7	Plant No. 7	2037	Well Nos. 16 and 17–Jasper and Evangeline Wells, Well Pump, 500,000 EST, 300,000-gallon GST, Booster Pumping Station and Controls, and Chlorine Addition.	\$ -	\$8,182,000
D1	Audubon Plant No. 3 Connector–1	2021	16-inch water main connecting to the existing 16-inch Near Plant No. 3 to Projects D2 and D3. Estimated Distance 4,500 feet.	\$759,000	\$759,000
D2	Audubon Plant No. 3 Connector–2	2021	16-inch water main connecting to the existing 16-inch on FM 1488 to intersection of projects D1 and D3. Estimated Distance 3,250 feet.	\$483,000	\$483,000
D3	Audubon Plant No. 3 Connector–3	2021	16-inch water main from intersection of projects D2 and D3 to Plant No. 4 location. Estimated Distance 6,500 feet.	\$1,001,000	\$1,001,000
D4	Audubon Plant No. 4 Connector–1	2029	12-inch water main from Plant No. 4 location to 12-inch in Magnolia Ridge. Estimated Distance 6,400 feet	\$826,000	\$826,000
D5	Magnolia Ridge Plant No. 4 Connector	2029	12-inch water main from existing 12-inch in Magnolia Ridge to existing 12-inch on FM 1774. Estimated Distance 2250 feet	\$350,000	\$350,000
D6	Audubon Plant No. 4 Connector–3	2029	12-inch water main from Plant No. 4 to existing 12-inch on FM 1774. Estimated Distance 4,500 feet.	\$723,000	\$723,000
D7	FM 1774 Loop Completion	2025	12-inch water main connection on FM 1774 west of FM 1488. Estimated distance 2,500 feet.	\$366,000	\$366,000
D8	Kelly Plant Reinforcing	2023	16-inch water main from existing main on Kelly Road to intersection D9 and D10 projects. Estimated distance 4,250 feet	\$207,000	\$414,000
D9	FM1499 Relief Connector–1	2023	12-inch water main from main on FM 1486 to north end of project D8. Estimated distance 6,500 feet	\$302,000	\$604,000
D10	FM1499 Relief Connector–2	2029	12-inch water main from north end of project D8 to connector projects D11 and D12 intersection. Estimated distance 6,500 feet	\$928,500	\$1,857,000
D11	Interstate Connector–1	2034	16-inch water main from FM 1488 to projects D10 and D12 intersection. Estimated distance 8,000 feet	\$ -	\$725,000
D12	Interstate Connector–2	2034	16-inch water main from FM 1486 to projects D10 and D11 intersection. Estimated distance 16,000 feet	\$ -	\$3,002,000
D13	FM 1486 Connector–1	2023	12-inch water main on FM 1486 from 1774 to project D12 intersection. Estimated distance 11,000 feet	\$635,000	\$1,270,000
D14	FM 1486 Connector–2	2034	12-inch water main on FM 1486 north of project D12 intersection. Estimated distance 5,000 feet	\$ -	\$905,000
D15	Woodard Tract Plant No. 5 Connector–1	2029	16-inch main in Woodard Tract for Connection to Plant No. 5 to FM 1486. Estimated distance 7,500 feet.	\$500,500	\$1,001,000
D16	FM 1774 Plant No. 5 Connector–1	2029	16-inch main in Woodard Tract for Connection to Plant No. 5 to FM 1774. Estimated distance 6,500 feet.	\$862,500	\$1,725,000
D17	Woodard Tract–Plant No. 5 Connector–2	2029	16-inch main on FM 1774 connecting D16 to Esiting Main at FM 1486. Estimated distance 8500 feet.	\$759,000	\$1,518,000
			Impact Fee Study and Update	\$29,500	\$29,500
			<b>Totals:</b>	<b>\$27,418,820</b>	<b>\$63,116,860</b>

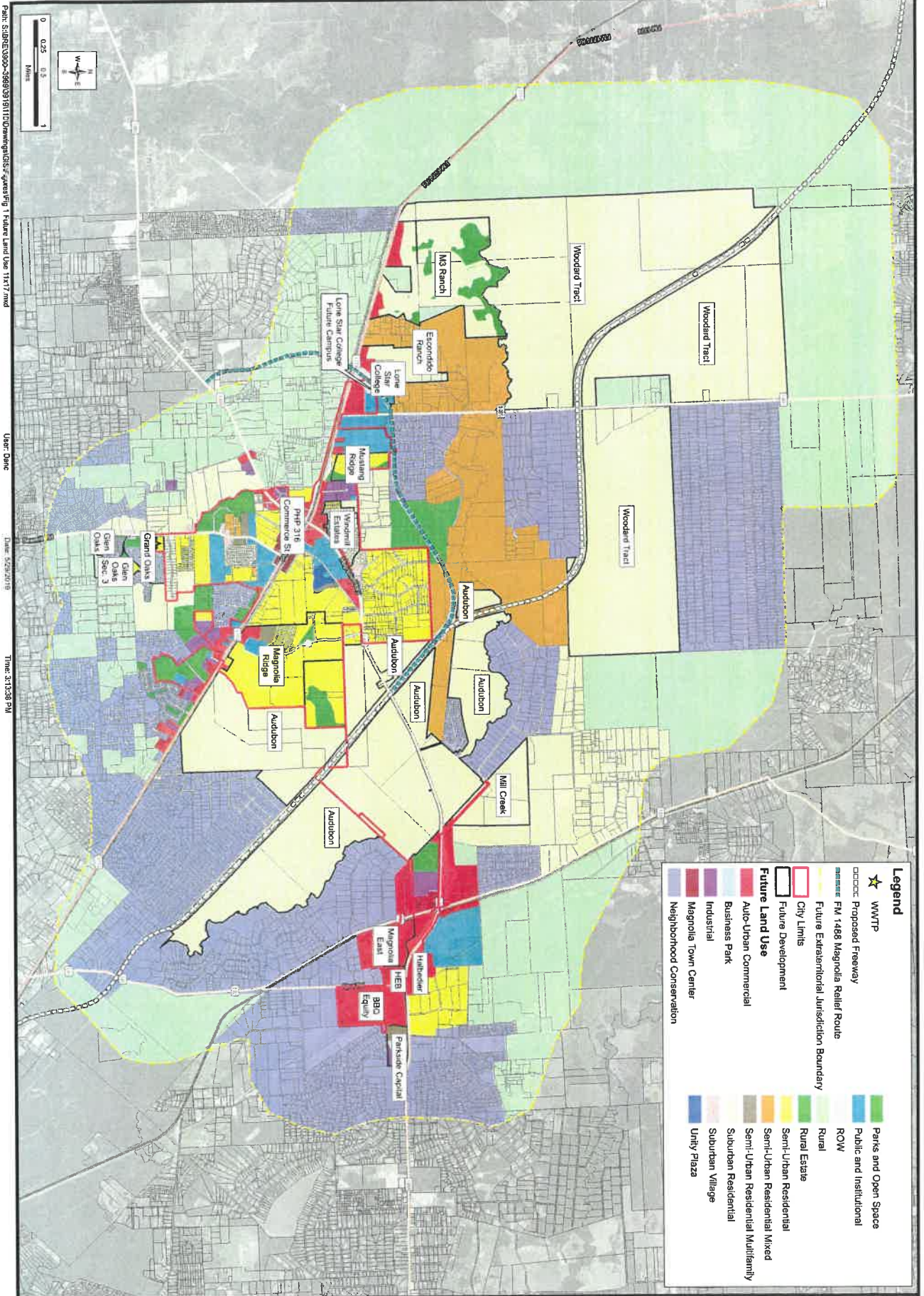
**Table 3 Wastewater Treatment and Collection Projects**

<b>Project ID</b>	<b>Project Name</b>	<b>Year</b>	<b>Project Description</b>	<b>OPCC Attributable to 10-Year CIP</b>	<b>Total OPCC</b>
1-1	Interim FM 1488 Pumping Station	2019	Short-term FM 1488 Pumping Station (2.45 mgd) and Force Main Improvements (12 inches)	\$3,900,000	\$3,900,000
C-1	Mustang Ridge Interceptor	2021	24-inch interceptor to serve Mustang Ridge (18 inches) and Lone Star College (15 inches)	\$2,500,000	\$3,100,000
C-2	M3 Ranch Interceptor	2021	48-inch interceptor to serve Escondido Ranch (18 inches) and M3 Ranch (30 inches)	\$2,700,000	\$3,390,000
1-2	Woodard Pumping Station	2021	Woodard Pumping Station (4.26 mgd), Force Main (16 inches), and Gravity Interceptor (30 inches) to FM 1488 Pumping Station	\$12,000,000	\$13,000,000
C-4	Spur 149 Discharge	2023	Increase size of gravity sewer to FM 1488 Pumping Station downstream of Spur 149 Force Main (15 to 36 inches)	\$3,400,000	\$5,210,000
1-3	Mill Creek WWTP Phase 1	2023	2.25 mgd DAF/9 mgd Peak	\$24,200,000	\$24,200,000
1-4	FM 1488 Pumping Station Mods	2023	New dual force main (24 inches) and pumps (9.0 mgd) to Mill Creek WWTP	\$6,600,000	\$7,700,000
1-5	South West Interceptor	2025	Miscellaneous development to Nichols Sawmill WWTP (30 inches)	\$6,900,000	\$7,900,000
C-3	Magnolia HS Pumping Station Removal	2026	Decommission pump station at high school and route 24 inches gravity sewer with Halbedier Development to Spur 149	\$1,500,000	\$1,500,000
C-5	Nichols Sawmill Replacement	2029	Replace Treatment Units 1 and 2 with new Treatment Unit	\$2,900,000	\$2,900,000
1-6	Mill Creek WWTP Phase 2	2031	4.5 mgd DAF/18 mgd Peak	\$-	\$24,200,000
1-7	FM 1488 Pumping Station Buildout	2031	Pump size increase to ultimate size (18 mgd)	\$-	\$1,000,000
			Impact Fee Study and Update	\$29,500	\$29,500
			<b>TOTAL</b>	<b>\$66,629,500</b>	<b>\$98,029,500</b>

**Table 4 Connection Equivalencies for Various Types and Sizes of Water Meters**

<b>Meter Size (inch)</b>	<b>Meter Type</b>	<b>Continuous Duty Maximum Flow Rate (gpm)</b>	<b>Ratio to 5/8-inch Meter</b>
5/8	Displacement Type	10	1.0
5/8 x 3/4	Displacement Type	10	1.0
3/4	Displacement Type	15	1.5
1	Displacement Type	25	2.5
1.5	Displacement Type	50	5.0
2	Displacement Type	80	8.0
2	Compound	80	8.0
3	Compound	175	17.5
3	Turbine Vertical Shaft	220	22.0
3	Turbine High Velocity	350	35.0
4	Compound	300	30.0
4	Turbine Vertical Shaft	420	42.0
4	Turbine High Velocity	650	65.0
6	Compound	675	67.5
6	Turbine Vertical Shaft	865	86.5
6	Turbine High Velocity	1,400	140.0
8	Compound	900	90.0
8	Turbine High Velocity	2,400	240.0
10	Turbine High Velocity	3,500	350.0
12	Turbine High Velocity	4,400	440.0

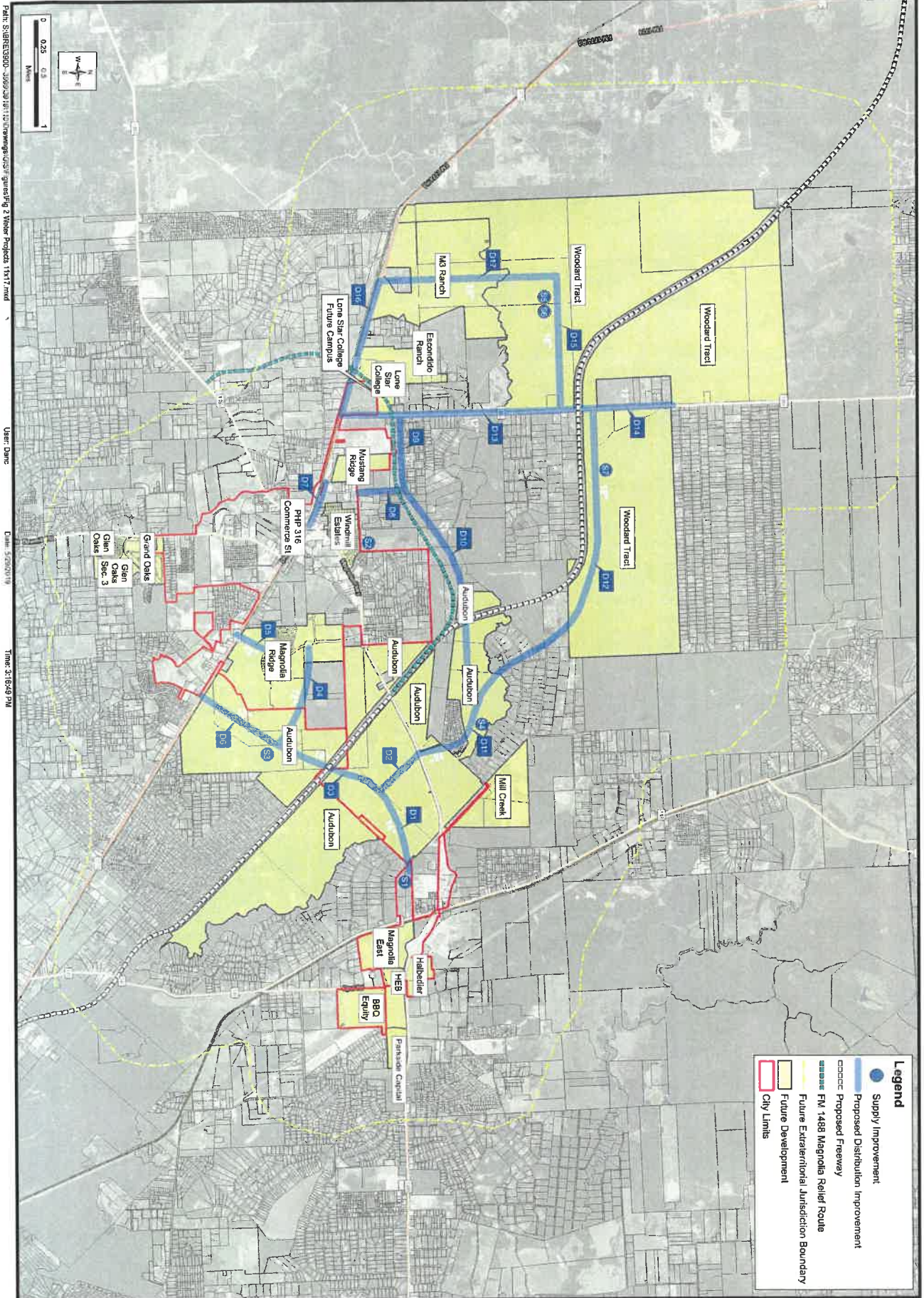




# **FUTURE LAND USE ALLOCATION FOR WATER AND SEWER SERVICE AREA**

**IMPACT FEE  
CITY OF MAGNOLIA  
MONTGOMERY COUNTY, TEXAS**



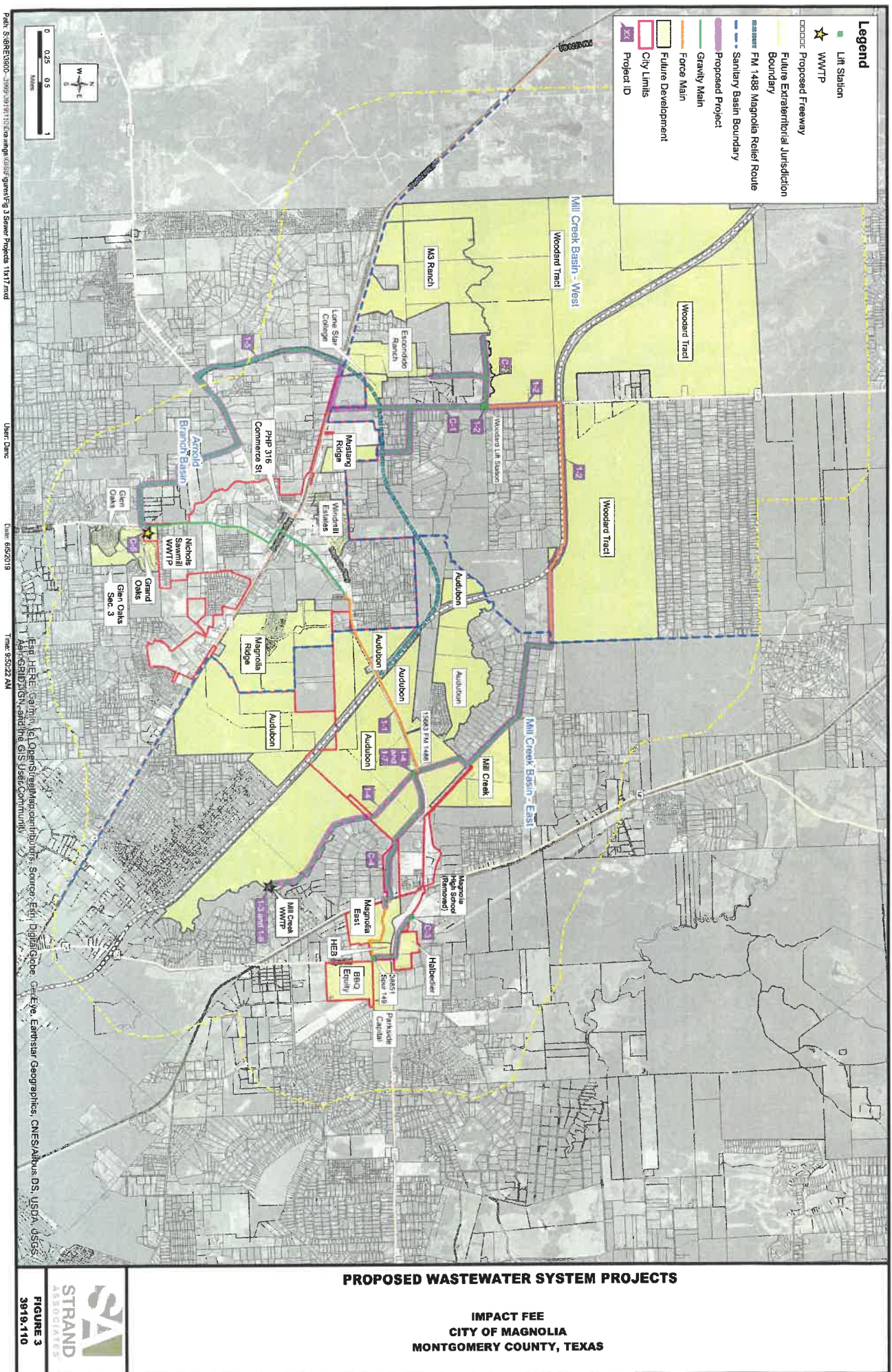


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**PROPOSED WATER SYSTEM PROJECTS**

**IMPACT FEE  
CITY OF MAGNOLIA  
MONTGOMERY COUNTY, TEXAS**





## SUMMARY OF WATER IMPACT FEE DETERMINATION

Water Service Area

Recoverable Impact Fee CIP Costs	\$ 16,077,120	Table 2 Water Supply and Distribution Projects
Financing Cost	4,399,658	See Detail Below
Existing Fund Balance	-	Water Appendices - page 1
Interest Earnings	(1,770,453)	Water Appendices - page 3
<b>Pre Credit Recoverable Cost for Impact Fee</b>	<b>\$ 18,706,326</b>	<b>Sum of Above</b>
Equivalent Connections	8,798	Table 1 Future Connections
<b>Maximum Assessable Impact Fee</b>	<b>\$ 2,126</b>	<b>Max. Recoverable Cost Divided by Equiv. Conn.</b>

### Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees after adjusting for the 50% credit. Reference is Table 2 Water Supply and Distribution Projects. In 2001, the Impact Fee Statute was amended to include either a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee or a credit equal to 50% of the total cost of implementing the impact fee capital improvement plan. The City has elected to use the 50% credit.

### Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from the City's Financial Advisor.

New Annual Debt Service	\$ 12,430,843	Water Appendices - page 2
Principal Component (New and Existing Debt)	(8,031,185)	Water Appendices - page 1
Financing Costs	<u>\$ 4,399,658</u>	

### Existing Fund Balance:

Represents Impact fee revenue collected but not yet expended or assigned. Per discussions with City staff, all available balances have been fully encumbered or are assigned to prior Impact fee projects. Reference is page 1 of Water Appendices.

### Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.49% annual interest rate per the most recent investment portfolio. The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 3 of Water Appendices.

### Maximum Recoverable Cost for Impact Fee:

Represents the sum of Recoverable Impact Fee CIP Costs (after 50% credit) and Financing Costs less Existing Fund Balance and Interest Earnings.

### Equivalent Connections:

Represents the growth in equivalent water connections over the ten-year timeframe (i.e. service units). A service unit is a standardized measure of use attributable to an individual unit of development calculated in accordance with generally accepted engineering standards. Reference is Table 1 Future Connections.

### Maximum Assessable Impact Fee:

Represents Maximum Recoverable Cost for Impact Fee divided by Equivalent Connections. This is the maximum Impact fee that can be assessed by the City.

# City of Magnolia - 2019 Water Impact Fee Study

## Capital Improvement Plan for Impact Fees

### Impact Fee Calculation Assumptions

#### Water Service Area

#### I. General Assumptions

Annual Interest Rate on Deposits <sup>(1)</sup>	1.49%
Annual Service Unit Growth <sup>(2)</sup>	880
Existing Fund Balance <sup>(3)</sup>	-
Portion of Projects Funded by Existing Debt <sup>(4)</sup>	\$ -
Non-Debt Funded Project Cost <sup>(5)</sup>	8,045,935
New Project Cost Funded Through New Debt <sup>(6)</sup>	8,031,185
Total Recoverable Project Cost <sup>(7)</sup>	\$ 16,077,120

#### II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal <sup>(8)</sup></u>	<u>Interest <sup>(9)</sup></u>	<u>Term</u>
1	\$ -	4.25%	20
2	3,415,758	4.25%	20
3	-	4.25%	20
4	1,143,671	4.25%	20
5	-	4.25%	20
6	110,376	5.00%	20
7	-	5.00%	20
8	1,669,937	5.00%	20
9	-	5.00%	20
10	1,691,443	5.00%	20
Total	\$ 8,031,185		

#### III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures <sup>(10)</sup></u>
1	\$ 14,750
2	3,415,758
3	1,138,586
4	2,282,257
5	1,519,810
6	491,600
7	418,016
8	1,706,729
9	593,438
10	2,248,088
11	1,120,460
12	563,814
13	563,814
Total	16,077,120

(1) Per Investment Portfolio Quarter Ending March 2019

(2) Derived from Table 1 Future Connections

(3) Per discussions with City Staff and City files, assumes already encumbered or assigned

(4) Per discussions with City Staff and City files, not applicable

(5) Per discussions with City Staff and City files, assumes 50% of project costs are non-debt funded

(6) Per discussions with City Staff and City files, assumes 50% of project costs are new debt funded

(7) Table 2 Water Supply and Distribution Projects

(8) New debt issuances based on engineer project timeline

(9) Estimated interest on future debt from City's Financial Advisor May 2019

(10) Assumes new debt proceeds expended over a 3-year timeframe

Non-debt funded capital expenditures allocated per discussions with City Staff

**City of Magnolia - 2019 Water Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Debt Service and Expense Summary**  
**Water Service Area**

**I. New Debt Service Detail**

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	-	256,933	-	-	-	-	-	-	-	-	256,933
3	-	256,933	-	-	-	-	-	-	-	-	256,933
4	-	256,933	-	86,027	-	-	-	-	-	-	342,959
5	-	256,933	-	86,027	-	-	-	-	-	-	342,959
6	-	256,933	-	86,027	-	8,857	-	-	-	-	351,816
7	-	256,933	-	86,027	-	8,857	-	-	-	-	351,816
8	-	256,933	-	86,027	-	8,857	-	134,000	-	-	485,816
9	-	256,933	-	86,027	-	8,857	-	134,000	-	-	485,816
10	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
11	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
12	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
13	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
14	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
15	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
16	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
17	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
18	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
19	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
20	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
21	-	256,933	-	86,027	-	8,857	-	134,000	-	135,726	621,542
22	-	-	-	86,027	-	8,857	-	134,000	-	135,726	364,609
23	-	-	-	86,027	-	8,857	-	134,000	-	135,726	364,609
24	-	-	-	-	-	8,857	-	134,000	-	135,726	278,583
25	-	-	-	-	-	8,857	-	134,000	-	135,726	278,583
26	-	-	-	-	-	-	-	134,000	-	135,726	269,726
27	-	-	-	-	-	-	-	134,000	-	135,726	269,726
28	-	-	-	-	-	-	-	-	-	135,726	135,726
29	-	-	-	-	-	-	-	-	-	135,726	135,726
	\$ -	\$ 5,138,655	\$ -	\$ 1,720,535	\$ -	\$ 177,137	\$ -	\$ 2,680,001	\$ -	\$ 2,714,515	\$ 12,430,843

**II. Summary of Annual Expenses**

<u>Year</u>	<u>New Annual Debt Service <sup>(1)</sup></u>	<u>Annual Capital Expenditures <sup>(2)</sup></u>	<u>Annual Bond Proceeds <sup>(2)</sup></u>	<u>Existing Annual Debt Service <sup>(3)</sup></u>	<u>Total Expense</u>
1	\$ -	\$ 14,750	\$ -	\$ -	\$ 14,750
2	256,933	3,415,758	(3,415,758)	-	256,933
3	256,933	1,138,586	-	-	1,395,519
4	342,959	2,282,257	(1,143,671)	-	1,481,545
5	342,959	1,519,810	-	-	1,862,769
6	351,816	491,600	(110,376)	-	733,040
7	351,816	418,016	-	-	769,832
8	485,816	1,706,729	(1,669,937)	-	522,608
9	485,816	593,438	-	-	1,079,254
10	621,542	2,248,088	(1,691,443)	-	1,178,188
11	621,542	1,120,460	-	-	1,742,002
12	621,542	563,814	-	-	1,185,356
13	621,542	563,814	-	-	1,185,356
14	621,542	-	-	-	621,542
15	621,542	-	-	-	621,542
16	621,542	-	-	-	621,542
17	621,542	-	-	-	621,542
18	621,542	-	-	-	621,542
19	621,542	-	-	-	621,542
20	621,542	-	-	-	621,542
21	621,542	-	-	-	621,542
22	364,609	-	-	-	364,609
23	364,609	-	-	-	364,609
24	278,583	-	-	-	278,583
25	278,583	-	-	-	278,583
26	269,726	-	-	-	269,726
27	269,726	-	-	-	269,726
28	135,726	-	-	-	135,726
29	135,726	-	-	-	135,726
	\$ 12,430,843	\$ 16,077,120	\$ (8,031,185)	\$ -	\$ 20,476,778

(1) Water Appendices - page 2 Section I

(2) Water Appendices - page 1 Section III

(3) Eligible outstanding debt funded projects as a percent of outstanding principal times outstanding annual debt service, not applicable here



**City of Magnolia - 2019 Water Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Revenue Test**  
**Water Service Area**

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
<b>Initial</b>							\$ -
<b>1</b>	\$ 2,126	880	\$ 1,870,633	\$ 14,750	\$ 1,855,883	\$ 13,826	1,869,709
<b>2</b>	2,126	880	1,870,633	256,933	1,613,700	39,881	3,523,289
<b>3</b>	2,126	880	1,870,633	1,395,519	475,114	56,037	4,054,440
<b>4</b>	2,126	880	1,870,633	1,481,545	389,087	63,310	4,506,837
<b>5</b>	2,126	880	1,870,633	1,862,769	7,863	67,210	4,581,911
<b>6</b>	2,126	880	1,870,633	733,040	1,137,592	76,746	5,796,249
<b>7</b>	2,126	880	1,870,633	769,832	1,100,800	94,565	6,991,614
<b>8</b>	2,126	880	1,870,633	522,608	1,348,024	114,218	8,453,856
<b>9</b>	2,126	880	1,870,633	1,079,254	791,378	131,858	9,377,093
<b>10</b>	2,126	880	1,870,633	1,178,188	692,445	144,877	10,214,415
<b>11</b>	-	-	-	1,742,002	(1,742,002)	139,217	8,611,629
<b>12</b>	-	-	-	1,185,356	(1,185,356)	119,482	7,545,755
<b>13</b>	-	-	-	1,185,356	(1,185,356)	103,601	6,464,000
<b>14</b>	-	-	-	621,542	(621,542)	91,683	5,934,141
<b>15</b>	-	-	-	621,542	(621,542)	83,788	5,396,387
<b>16</b>	-	-	-	621,542	(621,542)	75,776	4,850,620
<b>17</b>	-	-	-	621,542	(621,542)	67,644	4,296,722
<b>18</b>	-	-	-	621,542	(621,542)	59,391	3,734,570
<b>19</b>	-	-	-	621,542	(621,542)	51,015	3,164,043
<b>20</b>	-	-	-	621,542	(621,542)	42,514	2,585,014
<b>21</b>	-	-	-	621,542	(621,542)	33,886	1,997,359
<b>22</b>	-	-	-	364,609	(364,609)	27,044	1,659,793
<b>23</b>	-	-	-	364,609	(364,609)	22,015	1,317,199
<b>24</b>	-	-	-	278,583	(278,583)	17,551	1,056,167
<b>25</b>	-	-	-	278,583	(278,583)	13,661	791,245
<b>26</b>	-	-	-	269,726	(269,726)	9,780	531,300
<b>27</b>	-	-	-	269,726	(269,726)	5,907	267,481
<b>28</b>	-	-	-	135,726	(135,726)	2,974	134,729
<b>29</b>	-	-	-	135,726	(135,726)	996	-
			\$ 18,706,325	\$ 20,476,778		\$ 1,770,453	

**City of Magnolia - 2019 Water Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Impact Fee Calculation**  
**Water Service Area**

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.5243	1.0000	880	1,341	\$ 14,750	\$ 22,484
2	28	1.5019	1.0000	880	1,321	256,933	385,896
3	27	1.4799	1.0000	880	1,302	1,395,519	2,065,208
4	26	1.4582	1.0000	880	1,283	1,481,545	2,160,328
5	25	1.4368	1.0000	880	1,264	1,862,769	2,676,336
6	24	1.4157	1.0000	880	1,245	733,040	1,037,734
7	23	1.3949	1.0000	880	1,227	769,832	1,073,819
8	22	1.3744	1.0000	880	1,209	522,608	718,271
9	21	1.3542	1.0000	880	1,191	1,079,254	1,461,545
10	20	1.3343	1.0000	880	1,174	1,178,188	1,572,099
11	19	1.3147	1.0000	-	-	1,742,002	2,290,291
12	18	1.2954	1.0000	-	-	1,185,356	1,535,563
13	17	1.2764	1.0000	-	-	1,185,356	1,513,019
14	16	1.2577	1.0000	-	-	621,542	781,705
15	15	1.2392	1.0000	-	-	621,542	770,229
16	14	1.2210	1.0000	-	-	621,542	758,921
17	13	1.2031	1.0000	-	-	621,542	747,779
18	12	1.1854	1.0000	-	-	621,542	736,800
19	11	1.1680	1.0000	-	-	621,542	725,983
20	10	1.1509	1.0000	-	-	621,542	715,325
21	9	1.1340	1.0000	-	-	621,542	704,823
22	8	1.1173	1.0000	-	-	364,609	407,394
23	7	1.1009	1.0000	-	-	364,609	401,413
24	6	1.0848	1.0000	-	-	278,583	302,200
25	5	1.0688	1.0000	-	-	278,583	297,763
26	4	1.0532	1.0000	-	-	269,726	284,064
27	3	1.0377	1.0000	-	-	269,726	279,893
28	2	1.0225	1.0000	-	-	135,726	138,774
29	1	1.0075	1.0000	-	-	135,726	136,737
					12,559		\$ 26,702,395

Annual Interest Rate:	1.49%
Present Value of Initial Impact Fee Fund Balance	\$ -
Total Escalated Expense for Entire Period	\$ 26,702,395
Less Future Value of Initial Impact Fee Fund Balance	-
Sub-Total	\$ 26,702,395
Total Escalated Service Units	12,559
<b>Impact Fee for Water Service Area</b>	<b>\$ 2,126</b>



**City of Magnolia - 2019 Water Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Impact Fee Project Funding**  
**Water Service Area**

Base Year 2019  
Escalation Factor <sup>(1)</sup> 3.18%  
Escalate Costs? Yes

<u>Impact Fee Project Name <sup>(2)</sup></u>	<u>Year</u>	<u>Cost In Service Area <sup>(2)</sup></u>	<u>Escalated Costs</u>	<u>Impact Fee Eligible Cost <sup>(2)</sup></u>	<u>Impact Fee Recoverable Cost</u>	<u>Debt Funded Proposed <sup>(3)</sup></u>	<u>Non-Debt Funded <sup>(3)</sup></u>	<u>Impact Fee Recoverable Cost</u>
S1-Plant No. 3	2021	\$ 10,592,000	\$ 11,275,328	\$ 11,275,328	\$ 5,637,664	\$ 2,818,832	\$ 2,818,832	\$ 5,637,664
S2-Well No. 9	2023	2,893,000	3,278,316	3,278,316	1,639,158	819,579	819,579	1,639,158
S3-Plant No. 4	2027	6,669,000	8,563,780	6,679,748	3,339,874	1,669,937	1,669,937	3,339,874
S4-Plant No. 5	2030	7,996,000	11,277,280	-	-	-	-	-
S5-Plant No. 6	2034	6,526,000	10,429,921	-	-	-	-	-
S6-Plant No. 6 EST	2035	2,747,000	4,529,687	-	-	-	-	-
S7-Plant No. 7	2037	8,182,000	14,362,175	-	-	-	-	-
D1-Audubon Plant 3 Connector-1	2021	759,000	807,966	807,966	403,983	201,991	201,991	403,983
D2-Audubon Plant 3 Connector-2	2021	483,000	514,160	514,160	257,080	128,540	128,540	257,080
D3-Audubon Plant 3 Connector-3	2021	1,001,000	1,065,578	1,065,578	532,789	266,395	266,395	532,789
D4-Audubon Plant 4 Connector-1	2029	826,000	1,129,109	1,129,109	564,555	282,277	282,277	564,555
D5-Magnolia Ridge Plant 4 Connector	2029	350,000	478,436	478,436	239,218	119,609	119,609	239,218
D6-Audubon Plant 4 Connector-2	2029	723,000	988,312	988,312	494,156	247,078	247,078	494,156
D7-FM 1774 Loop Completion	2025	366,000	441,504	441,504	220,752	110,376	110,376	220,752
D8-Kelly Plant Reinforcing	2023	414,000	469,140	234,570	117,285	58,643	58,643	117,285
D9-FM1499 Relief Connector-1	2023	604,000	684,446	342,223	171,112	85,556	85,556	171,112
D10-FM1499 Relief Connector-2	2029	1,857,000	2,538,446	1,269,223	634,611	317,306	317,306	634,611
D11-Interstate Connector-1	2034	725,000	1,158,703	-	-	-	-	-
D12-Interstate Connector-2	2034	3,002,000	4,797,828	-	-	-	-	-
D13-FM 1486 Connector-1	2023	1,270,000	1,439,160	719,575	359,788	179,894	179,894	359,788
D14-FM 1486 Connector-2	2034	905,000	1,446,380	-	-	-	-	-
D15-Woodard Tract Plant 5 Connector-1	2029	1,001,000	1,368,327	684,164	342,082	171,041	171,041	342,082
D16-FM 1774 Plant 5 Connector-1	2029	1,725,000	2,358,007	1,179,003	589,502	294,751	294,751	589,502
D17-Woodard Tract Plant 5 Connector-2	2029	1,518,000	2,075,046	1,037,523	518,762	259,381	259,381	518,762
Water Impact Fee Study	2019	29,500	29,500	29,500	14,750	-	14,750	14,750
<b>Total</b>		<b>\$ 63,163,500</b>	<b>\$ 87,506,527</b>	<b>\$ 32,154,239</b>	<b>\$ 16,077,120</b>	<b>\$ 8,031,185</b>	<b>\$ 8,045,935</b>	<b>\$ 16,077,120</b>

(1) Engineering News Report Construction Cost Index, 1998-2018

(2) Table 2 Water Supply and Distribution Projects

(3) Per discussions with City staff and City files

## SUMMARY OF WASTEWATER IMPACT FEE DETERMINATION

Wastewater Service Area

Recoverable Impact Fee CIP Costs	\$ 37,636,278	Table 3 Wastewater Treatment and Collection Projects
Financing Cost	9,843,560	See Detail Below
Existing Fund Balance	-	Wastewater Appendices - page 1
Interest Earnings	(3,253,732)	Wastewater Appendices - page 3
<b>Maximum Recoverable Cost for Impact Fee</b>	<b>\$ 44,226,106</b>	<b>Sum of Above</b>
Equivalent Connections	8,798	Table 1 Future Connections
<b>Maximum Assessable Impact Fee</b>	<b>\$ 5,027</b>	<b>Max. Recoverable Cost Divided by Equiv. Conn.</b>

### Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees after adjusting for the 50% credit. Reference is Table 3 Wastewater Treatment and Collection Projects. In 2001, the Impact Fee Statute was amended to include either a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee or a credit equal to 50% of the total cost of implementing the impact fee capital improvement plan. The City has elected to use the 50% credit.

### Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from the City's Financial Advisor.

New Annual Debt Service	\$ 28,654,324	Wastewater Appendices - page 2
Principal Component (New and Existing Debt)	(18,810,764)	Wastewater Appendices - page 1
Financing Costs	<u>\$ 9,843,560</u>	

### Existing Fund Balance:

Represents Impact fee revenue collected but not yet expended or assigned. Per discussions with City staff, all available balances have been fully encumbered or are assigned to prior Impact fee projects. Reference is page 1 of Wastewater Appendices.

### Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.49% annual interest rate per the most recent investment portfolio. The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 3 of Wastewater Appendices.

### Maximum Recoverable Cost for Impact Fee:

Represents the sum of Recoverable Impact Fee CIP Costs (after 50% credit) and Financing Costs less Existing Fund Balance and Interest Earnings.

### Equivalent Connections:

Represents the growth in equivalent wastewater connections over the ten-year timeframe (i.e. service units). A service unit is a standardized measure of use attributable to an individual unit of development calculated in accordance with generally accepted engineering standards. Reference is Table 1 Future Connections.

### Maximum Assessable Impact Fee:

Represents Maximum Recoverable Cost for Impact Fee divided by Equivalent Connections. This is the maximum Impact fee that can be assessed by the City.

**City of Magnolia - 2019 Wastewater Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Impact Fee Calculation Assumptions**  
**Wastewater Service Area**

**I. General Assumptions**

Annual Interest Rate on Deposits <sup>(1)</sup>	1.49%
Annual Service Unit Growth <sup>(2)</sup>	880
Existing Fund Balance <sup>(3)</sup>	-
Portion of Projects Funded by Existing Debt <sup>(4)</sup>	\$ -
Non-Debt Funded New Project Cost <sup>(5)</sup>	18,825,514
New Project Cost Funded Through New Debt <sup>(6)</sup>	18,810,764
Total Recoverable Project Cost <sup>(7)</sup>	\$ 37,636,278

**II. New Debt Issues Assumptions**

<u>Year</u>	<u>Principal</u> <sup>(8)</sup>	<u>Interest</u> <sup>(9)</sup>	<u>Term</u>
1	\$ 1,005,959	4.25%	20
2	4,577,408	4.25%	20
3	-	4.25%	20
4	9,688,767	4.25%	20
5	-	4.25%	20
6	2,080,859	5.00%	20
7	466,724	5.00%	20
8	-	5.00%	20
9	-	5.00%	20
10	991,046	5.00%	20
Total	\$ 18,810,764		

**III. Capital Expenditure Assumptions**

<u>Year</u>	<u>Annual Capital Expenditures</u> <sup>(10)</sup>
1	\$ 1,020,709
2	4,912,728
3	1,861,122
4	11,549,889
5	4,755,392
6	5,310,448
7	4,389,933
8	849,194
9	849,194
10	1,146,621
11	330,349
12	330,349
13	330,349
Total	\$ 37,636,278

- (1) Per Investment Portfolio Quarter Ending March 2019  
(2) Derived from Table 1 Future Connections  
(3) Per discussions with City Staff and City files, assumes already encumbered or assigned  
(4) Per discussions with City Staff and City files  
(5) Per discussions with City Staff and City files, assumes 50% of project costs are non-debt funded  
(6) Per discussions with City Staff and City files, assumes 50% of project costs are new debt funded  
(7) Table 3 Wastewater Treatment and Collection Projects  
(8) New debt issuances based on engineer project timeline  
(9) Estimated interest on future debt from City's Financial Advisor May 2019  
(10) Assumes new debt proceeds expended over a 3-year timeframe  
Non-debt funded capital expenditures allocated per discussions with City Staff

**City of Magnolia - 2019 Wastewater Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Debt Service and Expense Summary**  
**Wastewater Service Area**

**I. New Debt Service Detail**

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 75,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,668
2	75,668	344,312	-	-	-	-	-	-	-	-	419,980
3	75,668	344,312	-	-	-	-	-	-	-	-	419,980
4	75,668	344,312	-	728,787	-	-	-	-	-	-	1,148,767
5	75,668	344,312	-	728,787	-	-	-	-	-	-	1,148,767
6	75,668	344,312	-	728,787	-	166,974	-	-	-	-	1,315,741
7	75,668	344,312	-	728,787	-	166,974	37,451	-	-	-	1,353,192
8	75,668	344,312	-	728,787	-	166,974	37,451	-	-	-	1,353,192
9	75,668	344,312	-	728,787	-	166,974	37,451	-	-	-	1,353,192
10	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
11	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
12	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
13	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
14	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
15	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
16	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
17	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
18	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
19	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
20	75,668	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,432,716
21	-	344,312	-	728,787	-	166,974	37,451	-	-	79,524	1,357,048
22	-	-	-	728,787	-	166,974	37,451	-	-	79,524	1,012,736
23	-	-	-	728,787	-	166,974	37,451	-	-	79,524	1,012,736
24	-	-	-	-	-	166,974	37,451	-	-	79,524	283,949
25	-	-	-	-	-	166,974	37,451	-	-	79,524	283,949
26	-	-	-	-	-	-	37,451	-	-	79,524	116,975
27	-	-	-	-	-	-	-	-	-	79,524	79,524
28	-	-	-	-	-	-	-	-	-	79,524	79,524
29	-	-	-	-	-	-	-	-	-	79,524	79,524
	\$ 1,513,361	\$ 6,886,238	\$ -	\$ 14,575,749	\$ -	\$ 3,339,470	\$ 749,023	\$ -	\$ -	\$ 1,590,483	\$ 28,654,324

**II. Summary of Annual Expenses**

<u>Year</u>	<u>New Annual Debt Service <sup>(1)</sup></u>	<u>Annual Capital Expenditures <sup>(2)</sup></u>	<u>Annual Bond Proceeds <sup>(2)</sup></u>	<u>Existing Annual Debt Service <sup>(3)</sup></u>	<u>Total Expense</u>
1	\$ 75,668	\$ 1,020,709	\$ (1,005,959)	\$ -	\$ 90,418
2	419,980	4,912,728	(4,577,408)	-	755,300
3	419,980	1,861,122	-	-	2,281,102
4	1,148,767	11,549,889	(9,688,767)	-	3,009,890
5	1,148,767	4,755,392	-	-	5,904,159
6	1,315,741	5,310,448	(2,080,859)	-	4,545,330
7	1,353,192	4,389,933	(466,724)	-	5,276,401
8	1,353,192	849,194	-	-	2,202,387
9	1,353,192	849,194	-	-	2,202,387
10	1,432,716	1,146,621	(991,046)	-	1,588,291
11	1,432,716	330,349	-	-	1,763,065
12	1,432,716	330,349	-	-	1,763,065
13	1,432,716	330,349	-	-	1,763,065
14	1,432,716	-	-	-	1,432,716
15	1,432,716	-	-	-	1,432,716
16	1,432,716	-	-	-	1,432,716
17	1,432,716	-	-	-	1,432,716
18	1,432,716	-	-	-	1,432,716
19	1,432,716	-	-	-	1,432,716
20	1,432,716	-	-	-	1,432,716
21	1,357,048	-	-	-	1,357,048
22	1,012,736	-	-	-	1,012,736
23	1,012,736	-	-	-	1,012,736
24	283,949	-	-	-	283,949
25	283,949	-	-	-	283,949
26	116,975	-	-	-	116,975
27	79,524	-	-	-	79,524
28	79,524	-	-	-	79,524
29	79,524	-	-	-	79,524
	\$ 28,654,324	\$ 37,636,278	\$ (18,810,764)	\$ -	\$ 47,479,838

(1) Wastewater Appendices - page 2 Section I

(2) Wastewater Appendices - page 1 Section III

(3) Eligible outstanding debt funded projects as a percent of outstanding principal times outstanding annual debt service, not applicable here

**City of Magnolia - 2019 Wastewater Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Revenue Test**  
**Wastewater Service Area**

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
<b>Initial</b>							\$ -
<b>1</b>	\$ 5,027	880	\$ 4,422,611	\$ 90,418	\$ 4,332,193	\$ 32,275	4,364,467
<b>2</b>	5,027	880	4,422,611	755,300	3,667,311	92,352	8,124,130
<b>3</b>	5,027	880	4,422,611	2,281,102	2,141,508	137,004	10,402,642
<b>4</b>	5,027	880	4,422,611	3,009,890	1,412,721	165,524	11,980,887
<b>5</b>	5,027	880	4,422,611	5,904,159	(1,481,549)	167,478	10,666,816
<b>6</b>	5,027	880	4,422,611	4,545,330	(122,719)	158,021	10,702,118
<b>7</b>	5,027	880	4,422,611	5,276,401	(853,790)	153,101	10,001,429
<b>8</b>	5,027	880	4,422,611	2,202,387	2,220,224	165,562	12,387,215
<b>9</b>	5,027	880	4,422,611	2,202,387	2,220,224	201,110	14,808,549
<b>10</b>	5,027	880	4,422,611	1,588,291	2,834,320	241,763	17,884,632
<b>11</b>	-	-	-	1,763,065	(1,763,065)	253,346	16,374,913
<b>12</b>	-	-	-	1,763,065	(1,763,065)	230,851	14,842,699
<b>13</b>	-	-	-	1,763,065	(1,763,065)	208,021	13,287,656
<b>14</b>	-	-	-	1,432,716	(1,432,716)	187,312	12,042,252
<b>15</b>	-	-	-	1,432,716	(1,432,716)	168,756	10,778,292
<b>16</b>	-	-	-	1,432,716	(1,432,716)	149,923	9,495,498
<b>17</b>	-	-	-	1,432,716	(1,432,716)	130,809	8,193,591
<b>18</b>	-	-	-	1,432,716	(1,432,716)	111,411	6,872,286
<b>19</b>	-	-	-	1,432,716	(1,432,716)	91,723	5,531,293
<b>20</b>	-	-	-	1,432,716	(1,432,716)	71,743	4,170,319
<b>21</b>	-	-	-	1,357,048	(1,357,048)	52,028	2,865,299
<b>22</b>	-	-	-	1,012,736	(1,012,736)	35,148	1,887,711
<b>23</b>	-	-	-	1,012,736	(1,012,736)	20,582	895,556
<b>24</b>	-	-	-	283,949	(283,949)	11,228	622,836
<b>25</b>	-	-	-	283,949	(283,949)	7,165	346,052
<b>26</b>	-	-	-	116,975	(116,975)	4,285	233,361
<b>27</b>	-	-	-	79,524	(79,524)	2,885	156,722
<b>28</b>	-	-	-	79,524	(79,524)	1,743	78,940
<b>29</b>	-	-	-	79,524	(79,524)	584	-
			\$ 44,226,106	\$ 47,479,838		\$ 3,253,732	

**City of Magnolia - 2019 Wastewater Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Impact Fee Calculation**  
**Wastewater Service Area**

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.5243	1.0000	880	1,341	\$ 90,418	\$ 137,826
2	28	1.5019	1.0000	880	1,321	755,300	1,134,411
3	27	1.4799	1.0000	880	1,302	2,281,102	3,375,770
4	26	1.4582	1.0000	880	1,283	3,009,890	4,388,897
5	25	1.4368	1.0000	880	1,264	5,904,159	8,482,808
6	24	1.4157	1.0000	880	1,245	4,545,330	6,434,632
7	23	1.3949	1.0000	880	1,227	5,276,401	7,359,916
8	22	1.3744	1.0000	880	1,209	2,202,387	3,026,951
9	21	1.3542	1.0000	880	1,191	2,202,387	2,982,511
10	20	1.3343	1.0000	880	1,174	1,588,291	2,119,314
11	19	1.3147	1.0000	-	-	1,763,065	2,317,984
12	18	1.2954	1.0000	-	-	1,763,065	2,283,953
13	17	1.2764	1.0000	-	-	1,763,065	2,250,421
14	16	1.2577	1.0000	-	-	1,432,716	1,801,907
15	15	1.2392	1.0000	-	-	1,432,716	1,775,453
16	14	1.2210	1.0000	-	-	1,432,716	1,749,387
17	13	1.2031	1.0000	-	-	1,432,716	1,723,704
18	12	1.1854	1.0000	-	-	1,432,716	1,698,398
19	11	1.1680	1.0000	-	-	1,432,716	1,673,463
20	10	1.1509	1.0000	-	-	1,432,716	1,648,895
21	9	1.1340	1.0000	-	-	1,357,048	1,538,880
22	8	1.1173	1.0000	-	-	1,012,736	1,131,573
23	7	1.1009	1.0000	-	-	1,012,736	1,114,960
24	6	1.0848	1.0000	-	-	283,949	308,021
25	5	1.0688	1.0000	-	-	283,949	303,499
26	4	1.0532	1.0000	-	-	116,975	123,193
27	3	1.0377	1.0000	-	-	79,524	82,522
28	2	1.0225	1.0000	-	-	79,524	81,310
29	1	1.0075	1.0000	-	-	79,524	80,117
					12,559		\$ 63,130,676

Annual Interest Rate:	1.49%
Present Value of Initial Impact Fee Fund Balance	\$ -
Total Escalated Expense for Entire Period	\$ 63,130,676
Less Future Value of Initial Impact Fee Fund Balance	-
Sub-Total	\$ 63,130,676
Total Escalated Service Units	12,559
Impact Fee for Wastewater Service Area	\$ 5,027

**City of Magnolia - 2019 Wastewater Impact Fee Study**  
**Capital Improvement Plan for Impact Fees**  
**Impact Fee Project Funding**  
**Wastewater Service Area**

Base Year 2019  
Escalation Factor <sup>(1)</sup> 3.18%  
Escalate Costs? Yes

<u>Impact Fee Project Name <sup>(2)</sup></u>	<u>Year</u>	<u>Cost In</u> <u>Service Area <sup>(2)</sup></u>	<u>Escalated</u> <u>Costs</u>	<u>Impact Fee</u> <u>Eligible Cost <sup>(2)</sup></u>	<u>Impact Fee</u> <u>Recoverable Cost</u>	<u>Debt-Funded</u> <u>Proposed <sup>(3)</sup></u>	<u>Non-Debt</u> <u>Funded <sup>(3)</sup></u>	<u>Impact Fee</u> <u>Recoverable Cost</u>
1-1-Interim FM 1488 PS	2020	\$ 3,900,000	\$ 4,023,835	\$ 4,023,835	\$ 2,011,918	\$ 1,005,959	\$ 1,005,959	\$ 2,011,918
C-1-Mustang Ridge Interceptor	2021	3,100,000	3,299,992	2,661,284	1,330,642	665,321	665,321	1,330,642
C-2-M3 Ranch Interceptor	2021	3,390,000	3,608,701	2,874,187	1,437,093	718,547	718,547	1,437,093
1-2-Woodard PS	2021	13,000,000	13,838,676	12,774,163	6,387,081	3,193,541	3,193,541	6,387,081
C-4-Spur 149 Discharge	2023	5,210,000	5,903,915	3,852,843	1,926,421	963,211	963,211	1,926,421
1-3-Mill Creek WWTP Ph. 1	2023	24,200,000	27,423,176	27,423,176	13,711,588	6,855,794	6,855,794	13,711,588
1-4-FM 1488 PS Mods	2023	7,700,000	8,725,556	7,479,048	3,739,524	1,869,762	1,869,762	3,739,524
1-5-South West Interceptor	2025	7,900,000	9,529,732	8,323,437	4,161,718	2,080,859	2,080,859	4,161,718
C-3-Magnolia HS PS Removal	2026	1,500,000	1,866,897	1,866,897	933,449	466,724	466,724	933,449
C-5-Nichols Sawmill Replacement	2029	2,900,000	3,964,186	3,964,186	1,982,093	991,046	991,046	1,982,093
1-6-Mill Creek WWTP Ph. 2	2031	24,200,000	35,214,582	-	-	-	-	-
1-7-FM 1488 PS Buildout	2031	1,000,000	1,455,148	-	-	-	-	-
Wastewater Impact Fee Study	2019	29,500	29,500	29,500	14,750	-	14,750	14,750
<b>Total</b>		<b>\$ 98,029,500</b>	<b>\$ 118,863,896</b>	<b>\$ 75,272,555</b>	<b>\$ 37,636,278</b>	<b>\$ 18,810,764</b>	<b>\$ 18,825,514</b>	<b>\$ 37,636,278</b>

(1) Engineering News Report Construction Cost Index, 1998-2018

(2) Table 3 Wastewater Treatment and Collection Projects

(3) Per discussions with City staff and City files

**EXHIBIT B TO 2022 IMPACT FEE ORDINANCE**

**Table 5 - 2019 Impact Fee Analysis Results**

<b>Type of Credit</b>	<b>Water</b>	<b>Sewer</b>
Maximum Fee with Revenue Credit	\$2,552	\$5,969
Maximum Fee with 50% Credit	\$2,126	\$5,027



**Exhibit C to 2022 Fee Ordinance**

**Proposed Impact Fees**

<b>Meter Size (inch)</b>	<b>Meter Type</b>	<b>Continuous Duty Maximum Flow Rate (GPM)</b>	<b>Ratio to 5/8-inch Meter</b>	<b>Water Impact Fee</b>	<b>Wastewater Impact Fee</b>
5/8	Displacement Tupe	10	1.0	\$2,200	\$5,200
5/8 x 3/4	Displacement Tupe	10	1.0	\$2,200	\$5,200
3/4	Displacement Tupe	15	1.5	3,300	7,800
1	Displacement Tupe	25	2.5	5,500	13,000
1.5	Displacement Tupe	50	5.0	11,000	26,000
2	Displacement Tupe	80	8.0	17,600	41,600
2	Compound	80	8.0	17,600	41,600
3	Compound	175	17.5	38,500	91,000
3	Turbine Vertical Shaft	220	22.0	48,400	114,400
3	Turbine High Velocity	350	35.0	77,000	182,000
4	Compound	300	30.0	66,000	156,000
4	Turbine Vertical Shaft	420	42.0	92,400	218,400
4	Turbine High Velocity	650	65.0	143,000	338,000
6	Compound	675	67.5	148,500	351,000
6	Turbine Vertical Shaft	865	86.5	190,300	449,800
6	Turbine High Velocity	1,400	140.0	308,000	728,000
8	Compound	900	90.0	198,000	468,000
8	Turbine High Velocity	2,400	240.0	528,000	1,248,000
10	Turbine High Velocity	3,500	350.0	770,000	1,820,000
12	Turbine High Velocity	4,400	440.0	968,000	2,288,000

In the event a meter size or type is requested that is not listed here, City staff will need to rely on AWWA standards of manufacturer specifications for the related ratio for flow as compared to the 5/8 inch rate shown above.

**EXHIBIT D to 2022 Impact Fee Ordinance**

**CHAPTER 94**  
**“UTILITIES”**

**Sec. 94-162. Impact fees approved.**

- (a) The maximum assessable impact fees set forth in the **Rate Analysis and Impact Fee Review prepared by AEI Engineering** ~~“Water and Wastewater Capital Improvement Plans (CIP) and Impact Fees” prepared by Strand Associates, Inc attached to Ordinance O-2019-016~~ **Ordinance O-2022-014** as Exhibits **“A” and “B”** are made a part hereof for all purposes.
- (b) The impact fees to be assessed are set out in exhibit “C” attached to Ordinance ~~O-2019-016~~ **O-2022-014** and made a part hereof for all purposes, are hereby levied against new, nonexempt development on lands located within the corporate boundaries of the city and to the city's extraterritorial jurisdiction in accordance with section 94-163.
- (c) Any amendments to impact fees may be made by ordinance in accordance with chapter 395 of the Local Government Code, as amended and said amended fees are to be incorporated into the city fee schedules.

**City Council Agenda Item  
Administration Department**

**From:** Beverly Standley, Finance

**Date for City Council consideration:** May10, 2022

**Subject:** Review and/or approve ClearGov Budgeting Software

Proceeding:

Degree of importance: ☐ Critical    ☒ Significant    ☐ Elective

**FINANCIAL APPROVAL**

Expenditure Required: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Appropriation Required: \_\_\_\_\_ Source of Funds: \_\_\_\_\_

**SUMMARY/ORIGINATING CAUSE**

**Automate budget process.**

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Transparency

**RECOMMENDATIONS**

Approve (Preference is Option 2)

**ATTACHMENTS**

Pricing and overview. [El Campo, TX Transparency website](#) to view.

**OPTION 1 FULL PACKAGE****OPTION 2****ClearGov**

3 year contract	Set up	\$3,600.00	\$2,700.00
MAY-SEPT 2022	5 Months	\$7,250.00	\$5,609.38
OCT 22-SEPT 23	1 Year	\$17,400.00	\$13,462.50
OCT 23-SEPT 24	2 year	\$17,400.00	\$13,462.50
OCT 24-SEPT 25	3 year	\$17,400.00	\$13,462.50
		<b>\$63,050.00</b>	<b>\$48,696.88</b>

**5 Budget products**

Operational	eliminate spreadsheet errors
Personnel	manage salaries, benefits, etc.
Capital	streamline CIP process
Digital Budget Book	creates summaries, charts, graphs
Transparency	makes it all easy for citizens

**3 Budget products**

√

√

√



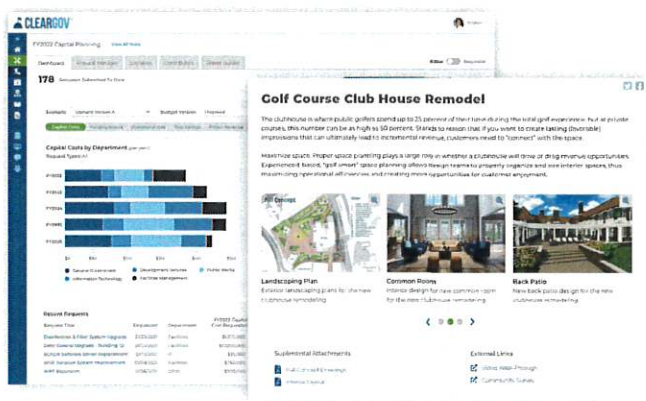
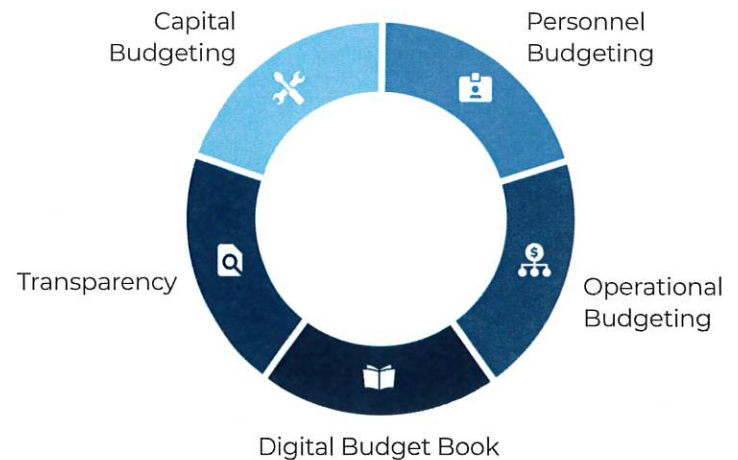
# Budget Cycle Management Suite

## PRODUCT BRIEF



Local governments have faced the same challenges and limitations for years as they navigate their budget cycles using spreadsheets. The reality is that spreadsheets do not adequately address the unique needs of building different types of budgets, communicating those budgets, and maintaining transparency year-round.

ClearGov's cloud-native Budget Cycle Management suite provides efficiency at every step of the process so you can budget better. Our financial solutions are easy-to-use, complement existing ERP and accounting systems, and automatically deliver website-based results that your community and stakeholders will appreciate.



## Capital Budgeting

Automate the way you collect capital requests and prioritize projects to streamline your CIP process.

- Eliminate manual spreadsheet work with web-based request forms and scenario planning tools.
- Collaborate with contributors directly in the budget - the audit trail is automatic.
- Effortlessly produce professional, website-based project pages to share with the public.

## Personnel Budgeting

Build your personnel budget with powerful cloud-native tools that ensure you've calculated every layer of cost.

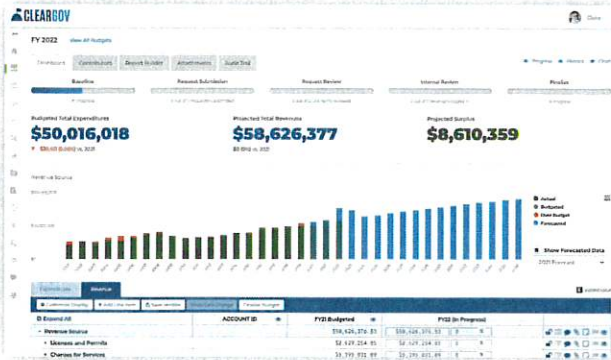
- Easily manage salaries, benefits, vacancies, and inform union negotiations from one dashboard.
- Plan future scenarios and analyze how each impacts your budget at multiple levels.
- Streamline position requests from department heads and easily include them in your plan.





# Budget Cycle Management Suite

## PRODUCT BRIEF



## Operational Budgeting

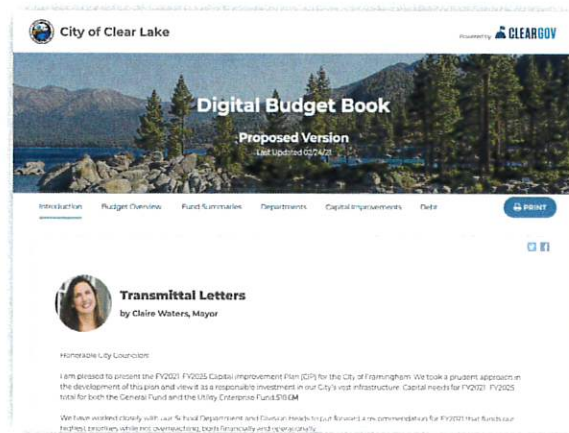
Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

- Build your budget with ease as requests flow in from departments automatically for approval.
- Create AI-driven forecasts for long-term planning or use as a baseline for your budget.
- Collaborate with contributors as you edit line items - the audit trail is automatic.

## Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

- Automate the creation of fund summary pages, charts, tables and more.
- Invite contributors to create new pages quickly with easy-to-use templates.
- Meet GFOA award criteria with built-in guidelines.
- Share online or print with just one click.



## Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

- This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.
- Customize your profile with charts, department pages, and commentary to build community trust.
- Add narrative to the numbers that help stakeholders understand your finances and performance.



*"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"*

-Brandon Neish, Finance Director, Sweet Home, OR

**OPTION 1 FULL PACKAGE****OPTION 2****ClearGov**

3 year contract	Set up	\$3,600.00	\$2,700.00
MAY-SEPT 2022	5 Months	\$7,250.00	\$5,609.38
OCT 22-SEPT 23	1 Year	\$17,400.00	\$13,462.50
OCT 23-SEPT 24	2 year	\$17,400.00	\$13,462.50
OCT 24-SEPT 25	3 year	\$17,400.00	\$13,462.50
		<b>\$63,050.00</b>	<b>\$48,696.88</b>

**5 Budget products**

Operational	eliminate spreadsheet errors
Personnel	manage salaries, benefits, etc.
Capital	streamline CIP process
Digital Budget Book	creates summaries, charts, graphs
Transparency	makes it all easy for citizens

**3 Budget products**

√

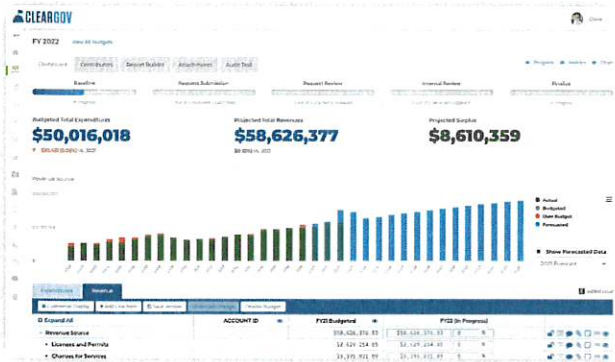
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# Budget Cycle Management Suite

## PRODUCT BRIEF



## Operational Budgeting

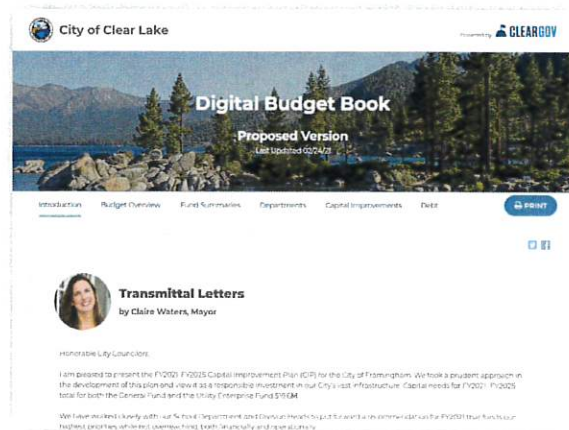
Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

- Build your budget with ease as requests flow in from departments automatically for approval.
- Create AI-driven forecasts for long-term planning or use as a baseline for your budget.
- Collaborate with contributors as you edit line items - the audit trail is automatic.

## Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

- Automate the creation of fund summary pages, charts, tables and more.
- Invite contributors to create new pages quickly with easy-to-use templates.
- Meet GFOA award criteria with built-in guidelines.
- Share online or print with just one click.



## Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

- This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.
- Customize your profile with charts, department pages, and commentary to build community trust.
- Add narrative to the numbers that help stakeholders understand your finances and performance.



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

-Brandon Neish, Finance Director, Sweet Home, OR

## **RESOLUTION NO. R-2022-017**

A RESOLUTION OF THE CITY OF MAGNOLIA, TEXAS, AUTHORIZING RESOLUTION AUTHORIZING THE PURCHASE OF 2.28 +/- ACRES OF REAL PROPERTY FROM THE MAGNOLIA ECONOMIC DEVELOPMENT CORPORATION (4A) OUT OF THE MAXIE-WORSHAM FM 149 TRACT, THAT IS LOCATED WITHIN THE CITY CORPORATE BOUNDARIES TO THE CITY OF MAGNOLIA, TX;

**WHEREAS**, the City Council of the City of Magnolia ("City") and the Magnolia Economic Development Corporation ("4A") have explored the purchase of 2.28 acres ("Property") by the City from the 4A; and

**WHEREAS**, the Mayor and City Council reviewed the location of such Property and determined that it is vital to the development of water infrastructure and utility service for the City; and

**WHEREAS**, the City desires to purchase such Property from 4A by negotiating and entering into an Earnest Money Contract with the owner of said Property, 4A, to secure the purchase of said real property at a total sales price of \$68,430, with said agreement stipulating a closing date on or before June 15, 2022 for the purchase of said Property and,

**WHEREAS**, the Magnolia Economic Development Corporation (the "4A"), 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 acquire and sell real property for public purposes; and

**WHEREAS**, the 4A has been authorized by an appropriate called special election and ballot to expend 4A sales and use tax funds for 4B projects, such as open space improvements, roadways and walkways, traffic and pedestrian flow, performing arts centers, museums, and other related improvements that enhance any of those items and that enhances the Downtown Revitalization Project; and

**WHEREAS**, the City has received a Title Report, and an appraisal to facilitate the decision as to whether to authorize the purchase of such Property and finding no known impediments to such acquisition, the City Council desires to authorize the acquisition.

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

**Section 1.** The Mayor and City Administrator be and hereby are authorized and directed to enter into negotiations with the 4A in regard to acquisition of 2.28 acres of real property out of the Maxie Worsham FM 149 tract for the amount of \$68,430.00.

**Section 2.** That the City Administrator is hereby authorized and directed to obtain all necessary documentation, included, but not limited to, appraisals and title reports in regard to purchase the Property, and direct the City Attorney to accomplish any legal

tasks to facilitate the purchase of the Property and confirming authority is given to the Mayor of the City of Magnolia, to sign all conveyance documents.

**Section 3.** That the Mayor and City Administrator be and hereby are authorized to cause the purchase of the Property from the 4A and are directed to report back to City Council at a properly noticed and published meeting to report on their progress, the negotiations, agreed price, and any other relevant matters.

PASSED AND APPROVED the 10<sup>th</sup> day of May, 2022.



THE CITY OF MAGNOLIA

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

ATTEST:

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

**PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION**

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

MAGNOLIA ESCONDIDO, LLC, a Texas limited liability company (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, except International Bank of Commerce, a Texas state bank, as lienholder.

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]



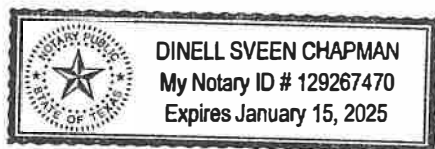
RESPECTFULLY EXECUTED this 19 day of April 2022.


**MAGNOLIA ESCONDIDO, LLC,**  
a Texas limited liability company

By:   
James Alan Kent, Operating Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

This instrument was acknowledged before me on April 19th, 2022, by James Alan Kent, Operating Manager of MAGNOLIA ESCONDIDO, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas

(NOTARY SEAL)

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

After recording, return to Montgomery County Municipal Utility District No. 174, c/o Faye Simonds, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

**EXHIBIT A**

March 11, 2022  
Job No. LJAS001-2936-0000

DESCRIPTION OF  
151.741 ACRES  
MONTGOMERY COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 174

Being 151.741 acres of land located in the J. Pierpont Survey, Abstract No. 426 Montgomery County, Texas, being all of that certain called 4.907 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021151664, M.C.O.P.R., all of that certain called 7.499 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021172380, M.C.O.P.R., all of that certain called 7.494 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021172379, M.C.O.P.R., and all of that certain called 131.841 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021005404, M.C.O.P.R., said 151.741 acre tract being more particularly described by metes and bounds as follows (all bearings of 4.907 acre tract, 7.499 acre tract, 7.494 acre tract, and 131.841 acre tract are referenced to the record bearings of their respective recorded deeds):

**ANNEXATION TRACT 1 – 4.907 ACRES**

“Being a tract or parcel containing 4.907 acres of land situated in the James Pierpont Survey Abstract Number 426, Montgomery County, Texas, being that same called 4.906 acre tract of record under Montgomery County Clerk's File Number (M.C.C.F. No.) 2000-034571, said 4.907 acre tract being more particularly described as follows with all bearings referenced to said 4.906 acre tract:

Beginning at the common southeast corner to said 4.906 acre tract, the herein described tract, the northeast corner to that certain called 7.500 acre tract of record under M.C.C.F. No. 2000-012802, in the centerline of Sandra Dee Lane (60 feet roadway easement);

Thence, South 89°58'29" West, at 30.00 feet passing an iron rod found in the west line of said Sandra Dee Lane, at 657.50 feet passing the common northwest corner to said 7.500 acre tract and the northeast corner to that certain called 7.505 acre tract of record under M.C.C.F. No.



2000-012801, at 876.94 feet passing an iron pipe found, in all a distance of 936.55 feet to an iron rod found for the southwest corner to said 4.906 acre tract, the herein described tract, in the centerline of a creek, in the easterly line of the remainder of that certain called 215 acre tract of record in Volume 1082, Page 273 of the Montgomery County Deed Records, Montgomery County, Texas;

Thence, along the centerline of said creek the following courses, North 50°08'48" East, 124.95 feet to a point for corner;

North 68°24'02" East, 22.54 feet to a point for corner; South 48°18'46" East, 14.40 feet to a point for corner, North 80°50'32" East, 23.54 feet to a point for corner; North 54°40'27" East, 108.73 feet to a point for corner; South 81°31'18" East, 15.07 feet to a point for corner, North 63°47'05" East, 68.07 feet to a point for corner; North 11°56'56" East, 43.01 feet to a point for corner,

North 41°53'02" East, 118.97 feet to the northwest corner to said 4.906 acre tract and the herein described tract;

Thence, South 89°55'47" East, continuing along said easterly line, at 8.20 feet passing an iron rod found, at 499.83 feet passing an iron rod set in the west line of said Sandra Dee Land, in all a distance of 529.84 feet to the northeast corner to said 4.906 acre tract, the herein described tract, in the centerline of said Sandra Dee Land,

Thence, South 00°32'03" East, along said centerline, 302.86 feet to the Point Of Beginning and containing 7.499acre of land."

#### **ANNEXATION TRACT 2 – 7.499 ACRES**

"Being a tract containing 7.499 acres of land located in the J. Pierpont Survey, A-426, in Montgomery County, Texas. Said 7.499 acres being a call 7.505 acre tract of land recorded in the name of Rondle L. Hartley and Pat A. Hartley under Montgomery County Clerk's File

Page 2 of 10

(M.C.C.F.) No. 2000012801. Said 7.499 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said 7.505 acres and being a re-entrant corner on the easterly line of a call 134.670 acre tract of land recorded in the name of Magnolia Escondido, LLC under M.C.C.F. No. 2019108696,

THENCE, with the north line of said 7.505 acres, a southerly line of said 134.670 acres and the south line of a call 4.907 acre tract of land recorded in the name of Rondle Lee Hartley, II and Elaina Renee Hartley under M.C.C.F. No. 2006034494, North 87 degrees 16 minutes 27 seconds East, a distance of 657.95 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the northeast corner of said 7.505 acres and northwest corner of a call 7.500 acre tract of land recorded in the name of Edmond R Shanks and Amanda D. Shanks under M.C.C.F. No. 2000012802;

THENCE, with the common line between said 7.505 acres and said 7.500 acres, South 03 degrees 13 minutes 37 seconds East, a distance of 496.57 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the southeast corner of said 7.505 acres, the southwest corner of said 7.500 acres and being on the lower north line of a call 148.435 acre tract of land recorded in the name of Magnolia Escondido, LLC under M.C.C.F. No. 2018120024, from which a found 1/2 inch iron rod at the southeast corner of said 7.500 acres bears North 87 degrees 16 minutes 27 seconds East, 657.50 feet;

THENCE, with the south line of said 7.505 acres and said lower north line, South 87 degrees 16 minutes 27 seconds West, a distance of 657.82 feet to a 5/8 inch iron rod found at the southwest corner of said 7.505 acres, the lower northwest corner of said 148.435 acres and being on the east line of aforesaid 134.670 acres, from which a found 1 inch iron pipe (bent) at the lower southeast corner of said 134.670 acres bears South 03 degrees 15 minutes 53 seconds East, 454.86 feet;

THENCE, with the west line of said 7.505 acres and lower east line of said 134.670 acres, North 03 degrees 14 minutes 33 seconds West, a distance of 496.57 feet to the POINT OF BEGINNING and containing 7.499 acres of land, more or less."

**ANNEXATION TRACT 3 – 7.494 ACRES**

"Being a tract containing 7.494 acres of land located in the J. Pierpont Survey, A-426, in Montgomery County, Texas. Said 7.494 acres being a call 7.500 acre tract of land recorded in the name of Edmond R. Shanks and Amanda D. Shanks under Montgomery County Clerk's File (M.C.C.F.) No. 2000012802. Said 7.494 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

BEGINNING at a 5/8 inch capped iron rod stamped "GBI Partners" set at the northeast corner of said 7.500 acres, the southeast corner of a call 4.907 acre tract of land recorded in the name of Rondle Lee Hartley, II and Elaina Renee Hartley under M.C.C.F. No. 2006034494, the southwest corner of a call 3.0455 acre tract of land recorded in the name of Magnolia Castland, Inc. under M.C.C.F. No. 99019783, the upper northwest corner of a call 148.435 acre tract of land recorded in the name of Magnolia Escondido, LLC under M.C.C.F. No. 2018120024, being at the centerline of Sandra Dee Lane, a 60 foot wide road easement, from which a found 1/2 inch iron rod at the upper northeast corner of said 148.435 acres and southeast corner of said 3.0455 acres bears North 87 degrees 14 minutes 28 seconds East, 437.37 feet, and a found nail at the northeast corner of said 4.907 acres bears North 03 degrees 11 minutes 55 seconds West, 303.33 feet;

THENCE, with the common lines between said 7.500 acres and said 148.435 acres, the following two (2) courses:

1.) South 03 degrees 14 minutes 39 seconds East, a distance of 496.57 feet to a

**1/2** inch iron rod found at the southeast corner of said 7.500 acres;

- 2.) South 87 degrees 16 minutes 27 seconds West, a distance of 657.50 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the southwest corner of said 7.500 acres and southeast corner of a call 7.505 acre tract of land recorded in the name of Rondle L. Hartley and Pat A. Hartley under M.C.C.F. No. 2000012801, from which a found 5/8 inch iron rod at the southwest corner of said 7.505 acres and lower northwest corner of aforesaid 148.435 acres bears South 87 degrees 16 minutes 27 seconds West, 657.82 feet;

THENCE, with the common line between said 7.500 and 7.505 acres, North 03 degrees 13 minutes 37 seconds West, a distance of 496.57 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the northwest corner of said 7.500 acres, the northeast corner of said 7.505 acres and being on the south line of aforesaid 4.907 acres, from which a found 1/2 inch iron rod at the northwest corner of said 7.505 acres bears South 87 degrees 16 minutes 27 seconds West, 657.95 feet,

THENCE, with the north line of said 7.500 acres and south line of said 4.907 acres, North 87 degrees 16 minutes 27 seconds East, a distance of 657.35 feet to the POINT OF BEGINNING and containing 7.494 acres of land, more or less."

#### **ANNEXATION TRACT 4 – 131.841 ACRES**

"Being a 131.841 acre tract of land situated in the James Pierpoint Survey, Abstract Number 426, of Montgomery County, Texas, and being the residual of a called 190.245 acres as described in the deed recorded in Clerk's File Number 2003099058 of the Real Property Records of Montgomery County, Texas; said 131.841 acres being more particularly described as follows with all bearings based on the North line of the 190.245 acres per the recorded deed;

BEGINNING at a 5/8 inch iron rod, found for the Northwest corner of the herein described tract, common with the Northwest corner of the 190.245 acres an interior corner of a called 585.0022 acres as described in deed recorded in Clerk's File Number 2014013576 of said Real

Property Records, same being in a North line of the James Pierpoint Survey and the South line of the James M. Hamm Survey, Abstract Number 263, and proceeding;

THENCE N 89° 38' 50" E, along the north line of the herein described tract, common with the North line of the 190.245 acres, an interior line of the 585.0022 acres, a North line of the James Pierpoint Survey and the South line of the James M. Hamm Survey, a distance of 39.68 feet, to a 3/4 inch iron rod, found for corner;

THENCE N 89° 39' 48" E, continuing along the North line of the herein described tract, common with the North line of the 190.245 acres, an interior line of the 585.0022 acres, a North line of the James Pierpoint Survey and the South line of the James M. Hamm Survey, a distance of 1,596.73 feet, to a 1 1/2 inch iron pipe, found for corner, common with a Southeast corner of the 585.0022 acres and the Southwest corner of a called 102.058 acres as described in deed recorded in Clerk's File Number 2016087091 of said Real Property Records;

THENCE N 89° 46' 02" E, continuing along the North line of the herein described tract, common with the North line of the 190.245 acres, the South line of said 102.058 acres, a North line of the James Pierpoint Survey and the South line of the James M. Hamm Survey, a distance of 1,489.55 feet, to a point for the upper Northeast corner of the herein described tract, common with the Northwest corner of a called 4.48 acres as described in deed recorded in Clerk's File Number 200326186 of said Real Property Records, same being in the centerline of a creek;

Thence along an interior line of the herein described tract, common with the West line of the 4.48 acres and the centerline of said creek, the following bearings and distances:

S 14° 05' 32" W, a distance of 92.50 feet;

N 89° 51' 32" E, a distance of 30.50 feet;

S 18° 10' 32" W, a distance of 204.38 feet;

S 89° 51' 32" W, a distance of 51.95 feet;

S 07° 34' 28" E, a distance of 58.00 feet;

S 44° 09' 32" W, a distance of 87.80 feet;

S 05° 17' 32" W, a distance of 53.56 feet, to a point for an interior corner of the herein described tract, common with the Southwest corner of the 4.48 acres, same being in the centerline of Cindy Lane (apparent 60 foot roadway easement);

THENCE N 89° 50' 32" E, along an interior line of the herein described tract, common with the South line of the 4.48 acres and the centerline of Cindy Lane, a distance of 339.00 feet, to a point for the lower Northeast corner of the herein described tract, common with the Southeast corner of the 4.48 acres, same being at the intersection of the centerline of Cindy Lane with the centerline of Sandra Dee Avenue (apparent 60 foot roadway easement);

THENCE S 00° 53' 51" E, along a East line of the herein described tract, common with the West line of a called 4.69 acres as described in deed recorded in Clerk's File Number 9216478 of said Real Property Records and the centerline of Sandra Dee Avenue, a distance of 498.26 feet to a point for the upper Southeast corner of the herein described tract, common with the southwest corner of the 4.69 acres, the Northwest corner of a called 3.0445 acres as described in deed recorded in Clerk's File Number 99019783 of said Real Property Records and the Northeast corner of a called 4.907 acres as described in deed recorded in Clerk's File Number 2006034494 of said Real Property Records;

THENCE S 89° 42' 24" W, along a South line of the herein described tract, common with the North line of the 4.907 acres, at a distance of 30.00 feet, passing an iron rod with survey cap stamped "Precision", found for reference, and at a distance of 521.64 feet, passing a 1/2 inch iron rod, found for reference, and continuing a distance of 529.84 feet in all, to a point for an interior corner of the herein described tract, common with the Northwest corner of the 4.907 acres, same being in the centerline of said creek;

Thence along an east line of the herein described tract, common with the West line of the 4.907 acres and the centerline of said creek, the following bearings and distances:

S 41° 31' 13" W, a distance of 118.97 feet;

S 11° 35' 07" W, a distance of 43.01 feet;

S 63° 25' 16" W, a distance of 68.07 feet;

N 81° 53' 07" W, a distance of 15.07 feet;

S 54° 18' 38" W, a distance of 108.73 feet;

S 80° 28' 43" W, a distance of 23.54 feet;

N 48° 40' 35" W, a distance of 14.40 feet;

S 68° 02' 13" W, a distance of 22.54 feet;

S 49° 46' 59" W, a distance of 124.95 feet, to a point for corner of the herein described tract, common with the Southwest corner of the 4.907 acres, same being in the North line of a called 7.505 acres as described in deed recorded in Clerk's File Number 2000012801 of said Real Property Records;

THENCE S 89° 34' 25" W, along a South line of the herein described tract, common with the North line of the 7.505 acres, a distance of 379.01 feet, to a 1/2-inch iron rod, found for an interior corner of the herein described tract, common with the Northwest corner of the 7.505 acres;

THENCE S 00° 52' 25" E, along the lower East line of the herein described tract, common with the West line of the 7.505 acres and a West line of a called 148.435 acres as described in deed recorded in Clerk's File Number 2018120024 of said Real Property Records, a distance of 951.76 feet, to a 1 1/2 inch iron pipe, found for the lower Southeast corner of the herein described



tract, common with the Northeast corner of a called 2.2817 acres as described in deed recorded in Clerk's File Number 98102399 of said Real Property Records, same being in the South line of the 190.245 acres, the South line of the James Pierpoint Survey and the North line of the William Hillhouse Survey, Abstract Number 260;

THENCE S 89° 50' 05" W (Deed – S 89° 50' 42" W), along the lower South line of the herein described tract, common with the South line of the 190.245 acres, the North line of the 2.2817 acres, the South line of the James Pierpoint Survey and the North line of the William Hillhouse Survey, a distance of 1,044.46 feet (Deed – 1,044.71 feet), to a 1 1/2 inch iron pipe, found for corner, common with the Northwest corner of the 2.2817 acres and a corner of the 585.0022 acres;

THENCE S 89° 53' 25" W, (Deed – S 89° 59' 54" W), continuing along the lower South line of the herein described tract, common with the South line of the 190.245 acres, an interior line of the 585.0022 acres, the North line of the 2.2817 acres, the South line of the James Pierpoint Survey and the North line of the William Hillhouse Survey, a distance of 575.38 feet (Deed – 576.44 feet), to a fence post, found for corner;

THENCE S 89° 08' 55" W, (Deed – S 89° 02' 40" W), along the lower South line of the herein described tract, common with the South line of the 190.245 acres, the North line of the 2.2817 acres, the South line of the James Pierpoint Survey and the North line of the William Hillhouse Survey, a distance of 386.33 feet (Deed – 386.02 feet), to a 1/2 inch iron rod, found for the Southwest corner of the herein described tract, common with the Southwest corner of the 190.245 acres and an interior corner of the 585.0022 acres;

THENCE N 00° 06' 26" W, (Deed – N 00° 01' 45" W), along the West line of the herein described tract, common with the West line of the 190.245 acres and an interior East line of the 585.0022 acres, a distance of 2,212.87 feet (Deed – 2,213.79 feet), back to the POINT OF BEGINNING and containing 131.841 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated March 8, 2019."

**Tracts 1 through 4 combining for a total acreage of 151.741 acres.**



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



Note: 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.

County: Montgomery  
 Project: Escondido (Outside ETJ)  
 Job No.: 185201  
 M&B No.: 19-374

### FIELD NOTES FOR 13.53 ACRES

Being a tract containing 13.53 acres of land situated in the W. Hillhouse Survey, Abstract No. 260 and the J. Pierpont Survey, Abstract No. 426, in Montgomery County, Texas. Said 13.23 acres being a portion of a call 148.435 acre tract of land recorded in the name of Magnolia Escondido, LLC under Montgomery County Clerk's File (M.C.C.F.) No. 2018120024. Said 13.53 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

**COMMENCING** at a TXDOT disc found at the southwest corner of said 148.435 acres and northwest corner of a call 1.420 acre tract of land recorded in the name of State of Texas under M.C.C.F. No. 2010040292, same being on the north Right-of-Way line of F.M. 1774 (width varies) and the east line of a call 12.15 acre tract of land recorded in the name of James Lamar O'Neal in Volume 745, Page 775 of the Montgomery County Deed Records (M.C.D.R.);

**THENCE**, with said east line and the east line of a call 12.15 acre tract of land recorded in the name of Edgar Leon O'Neal in Volume 745, Page 783 of the M.C.D.R., North 01 degrees 28 minutes 01 seconds West, a distance of 1,583.43 feet to a 1/2 inch square iron rod found;

**THENCE**, with the upper south line of said Edgar Leon O'Neal 12.15 acre tract, North 87 degrees 53 minutes 08 seconds East, a distance of 132.46 feet to an iron bolt found;

**THENCE**, with aforesaid east line, the east line of those two (2) call 5.756 acre tracts of land recorded in the names of Leon Charles O'Neal and Norman Leslie O'Neal under M.C.C.F. No. 2003039490, and the east line of a call 2.2817 acre tract of land recorded in the name of Alice Law Johnson under M.C.C.F. No. 98102399, North 01 degrees 56 minutes 32 seconds West, a distance of 1,275.02 feet to the **POINT OF BEGINNING**;

**THENCE**, continuing with the east line of said 2.2817 acres, North 01 degrees 56 minutes 32 seconds West, a distance of 80.76 feet to a 1 inch iron pipe (bent) found on the common line between aforesaid Pierpont and Hillhouse Surveys and being at the northeast corner of said 2.2817 acre tract;

**THENCE**, North 03 degrees 15 minutes 53 seconds West, a distance of 454.86 feet to a 5/8 inch iron rod found at the southwest corner of a call 7.505 acre tract of land recorded in the name of Rondle L. Hartley and Pat A. Hartley under M.C.C.F. No. 2000012801;

**THENCE**, with the south line of said 7.505 acre tract and a call 7.500 acre tract of land recorded in the name of Edmond R. Shanks and Amanda D. Shanks under M.C.C.F. No. 2000012802, North 87 degrees 16 minutes 27 seconds East, a distance of 1,315.32 feet to a 1/2 inch iron rod found at the southeast corner of said 7.500 acre tract;



**THENCE**, with the east line of said 7.500 acre tract, North 03 degrees 14 minutes 39 seconds West, a distance of 496.57 feet to a point at a fence corner post found at the northeast corner of said 7.500 acre tract, the southwest corner of a call 3.0445 acre tract of land recorded in the name of Magnolia Castland, Inc. under M.C.C.F. No. 99019783, and being at the centerline terminus of Sandra Dee Lane, a 60 foot road easement;

**THENCE**, with the south line of said 3.0445 acre tract, North 87 degrees 14 minutes 28 seconds East, at a distance of 30 feet passing the east line of said Sandra Dee Lane, and continuing for a total distance of 437.37 feet to a 1/2 inch iron rod found at the southeast corner of said 3.0445 acre tract and being on the west line of a call 12.4782 acre tract of land recorded in the name of Charles W. Tatom and Barbara D. Tatom under M.C.C.F. No. 9805419;

**THENCE**, with said west line and the west line of a call 3.0690 acre tract of land recorded in the name of Jessica Manwaring under M.C.C.F. No. 2017101365, South 03 degrees 19 minutes 34 seconds East, a distance of 496.83 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

**THENCE**, continuing with the west line of said 3.0690 acre tract, South 03 degrees 06 minutes 29 seconds East, a distance of 94.66 feet to a point from which a 3/4 inch iron rod found at the northwest corner of a call 17.845 acre tract of land recorded in the name of Diane M Daleo under M.C.C.F. No. 2011008721 and being on the common line between aforesaid Pierpont and Dunlavy Surveys bears South 03 degrees 06 minutes 29 seconds East, a distance of 363.08 feet;

**THENCE**, through and across aforesaid 148.435 acres, the following two (2) courses:

- 1.) South 87 degrees 31 minutes 26 seconds West, a distance of 276.78 feet to a point of curvature to the left;
- 2.) 1,561.63 feet, along the arc of said curve having a radius of 2,640.00 feet, a central angle of 33 degrees 53 minutes 31 seconds and a chord which bears South 70 degrees 34 minutes 40 seconds West, a distance of 1,538.96 feet to the **POINT OF BEGINNING** and containing 13.53 acres of land, more or less.

**NOTE: 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.**

GBI Partners, L.P.  
TBPELS Firm #10130300  
Ph: 281.499.4539  
November 22, 2019



## ORDINANCE NO. O-2022-013

**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 an 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 MAGNOLIA ESCONDIDO, LLC, ("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 151.741 acres of land located in the J. Pierpont Survey, Abstract No. 426 Montgomery County, Texas, being all of that certain called 4.907 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021151664, M.C.O.P.R., all of that certain called 7.499 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021172380, M.C.O.P.R., all of that certain called 7.494 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021172379, M.C.O.P.R., and all of that certain called 131.841 acre tract described in the deed to Magnolia Escondido LLC by an instrument of record under Document Number 2021005404, M.C.O.P.R., said 151.741 acre tract being more particularly described by metes and bounds as follows (all bearings of 4.907 acre tract, 7.499 acre tract, 7.494 acre tract, and 131.841 acre tract are referenced to the record bearings of their respective recorded deeds):  
AND

Being a tract containing 13.53 acres of land situated in the W. Hillhouse Survey, Abstract No. 260 and the J. Pierpont Survey, Abstract No. 426, in Montgomery County, Texas. Said 13.23 acres being a portion of a call

148.435 acre tract of land recorded in the name of Magnolia Escondido, LLC under Montgomery County Clerk's File (M.C.C.F.) No. 2018120024. Said 13.53 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

AND all tracts 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 AND APPROVED by an affirmative vote of all members of the City Council of Magnolia, this the 10<sup>th</sup> day of April, 2022.



THE CITY OF MAGNOLIA

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

ATTEST:

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



IMPACT FEE CREDIT AGREEMENT  
(WATER PLANT AND REMOTE WELL SITES)

This Impact Fee Credit Agreement (the “Agreement”) is made and entered into as of April 12, 2022 (the “Effective Date”), by the CITY OF MAGNOLIA, TEXAS, a general law municipality in Montgomery County, Texas, acting by and through its governing body, the City Council of the City of Magnolia, Texas (the “City”), and MAGNOLIA ESCONDIDO, LLC, a Texas limited liability company (the “Developer”) (each individually a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Developer is developing a community known as Magnolia Escondido (“Magnolia Escondido”) within the boundaries of Montgomery County Municipal Utility District No. 174 (the “District”); and

WHEREAS, the Developer intends to petition the City to annex an additional approximately 151 acres (the “Expansion Tract”) into both the City’s extraterritorial jurisdiction and into the District’s boundaries; and

WHEREAS, the City and the Developer, on behalf of the District, entered into that certain Utility Agreement dated March 12, 2019, which was further assigned to the District via that certain Assignment of Utility Agreement dated August 5, 2020 (collectively and as further amended, the “Utility Agreement”) related to the provision of certain public water, sewer, drainage, road, and park and recreational facilities by the District and the City; and

WHEREAS, pursuant to Ordinance No. O-2019-016, the City has adopted water and wastewater facility capital recovery fees (as may be amended, the “Impact Fees”), thereby generating revenue to be utilized for water and wastewater facility projects included in the capital improvement plan supporting the adoption of such Impact Fees; and

WHEREAS, the City has requested and the Developer agrees that it would be advantageous for the Developer to convey in fee title certain real property to the City for the City expand its existing water supply facilities, including: (i) a water plant site; and (ii) a remote water well site; and

WHEREAS, in lieu of directly funding the Land Costs for the water plant site and the remote well site, the City desires to waive certain Impact Fees up to an amount equal to the City’s share of the Land Costs as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration,

the Parties agree as follows:

## AGREEMENT

### 1. GENERALLY

A. Land Conveyances Generally. The Developer will convey two locations in fee to the City in mutually agreeable locations, including: (i) an approximately 1-acre site for the water plant; and (ii) an approximately 0.25-acre site for the remote water well site. In exchange for such conveyances, the City shall: (i) provide Impact Fee Credits (as set forth in Section 2 below) in an amount equal to the Land Costs; and (ii) guarantee City water and wastewater capacity for the Expansion Tract. Notwithstanding the foregoing, to the extent that the Impact Fee Credits are exhausted in the development of the Expansion Tract, the Developer will still be required to pay any additional Impact Fees attributable to the Expansion Tract that are over and above the Impact Fee Credit amount.

B. Water Plant Site. It is the Parties' understanding that a preliminary location has been agreed upon for the water plant site by and between the Developer's engineer and the City's engineer. Developer hereby agrees to include such site in the plat currently being prepared for submission to the City for consideration related to the on-site collector road for the Magnolia Escondido development. As it relates to City's construction and operation of the water plant, the City hereby agrees the City shall:

- i) fence the water plant site with a minimum of an 8-foot wood fence;
- ii) any lighting will, to the extent possible, will be pointed away from adjacent homes; and
- iii) in the event that an elevated storage tank is constructed on the site and "Magnolia" is painted thereon, the City will also include "Escondido" given the location of the facility within the Magnolia Escondido development.

C. Remote Water Well Site. The remote water well site location is still currently being determined by the City's engineer and the Developer's engineer. Once a mutually agreeable location is determined, the Parties hereby agree that the Developer shall have ninety (90) days to convey the property in fee to the City. As it relates to the City's construction and operation of the water well, the City hereby agrees the City shall:

- i) fence the water well site with a minimum of an 8-foot wood fence; and
- ii) any lighting will, to the extent possible, be pointed away from adjacent homes.

D. Project Costs. The "Land Costs" shall total \$75,588.83 and include the actual amount paid by the Developer for the land, plus all costs of carry related thereto through the Effective Date of this Agreement, including but not limited to property taxes and documented maintenance costs.

## 2. CITY IMPACT FEE CREDITS

In lieu of directly funding the Land Costs, the City hereby agrees to waive collection of the Impact Fees that would otherwise be due and payable to the City up to an amount equal to the Land Costs (the "Credit"). Such Credit shall be calculated based on the Impact Fee then in effect upon application for such Credit. The Parties hereby agree that the Credit shall be solely and exclusively in credit form, and the City shall in no way be obligated to make a cash payment for the Project to the District or the Developer. Upon the cumulative waiver of Impact Fees up to the Credit amount, the City may impose and collect Impact Fees in accordance with the City's then-existing Impact Fee ordinance at the time of collection. Currently the Developer represents that the Developer anticipates exhausting the Credit within five (5) years of the Effective Date of this Agreement and hereby agrees to promptly provide written notice to the City if any delays are anticipated.

## 3. IMPACT ON OTHER AGREEMENTS

The Parties recognize and understand that in order for the Expansion Tract to be developed as part of the Magnolia Escondido development, the following actions must also be considered by the District and City Council:

- i) the Developer must petition the City for the Expansion Tract to be added to the City's extraterritorial jurisdiction;
- ii) upon completion of the addition of the Expansion Tract to the City's extraterritorial jurisdiction, the Developer must petition the District for inclusion of the Expansion Tract within the District's boundaries and request the City's consent therefor; and
- iii) in conjunction with annexation of the Expansion Tract into the District's boundaries, the District must amend the existing Utility Agreement with the City to ensure that development on the Expansion Tract will be consistent with the development otherwise occurring within the boundaries of Magnolia Escondido. For sake of clarity, the Parties recognize and understand that consistent with the terms of the existing Utility Agreement, as previously amended, the City's Unified Development Code does not apply to development within the District and instead, the Developer must meet Montgomery County criteria for development within the District's boundaries, including but not limited to criteria for setback allowances. In addition to the foregoing, the Parties agree to modify the Utility Agreement to provide an allowance for development of 40-foot lots within the entirety of the District.

4. ASSIGNMENT

No Party hereto will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

5. NOTICE

Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either Party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegraph, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three days after it is so deposited.

Notice given in any other manner shall be effective only if and when received by the Party to be notified. However, in the event of service interruption or hazardous conditions, no Party will delay remedial action pending the receipt of formal Notice. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City:

City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354  
Attn: City Secretary  
Fascimile: (281) 259-7811

With a copy to:

Mr. Leonard Schneider  
Liles Parker PLLC  
2261 Northpark Drive, Suite 445  
Kingwood, TX 77339  
Fascimile (713) 456-2079

If to the Developer:

Magnolia Escondido, LLC  
Attn: Mr. Duane Iselt  
6046 FM 2929, Suite 512

Spring, Texas 77379

With a copy to:

Montgomery County Municipal Utility District No. 174  
Allen Boone Humphries Robinson LLP  
Attn: Christina Miller  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Facsimile: (713) 860-6692

The Parties shall have the right from time to time and any time to change their respective addresses and each shall have the right to specify as its address any other address upon at least 15 days written Notice to the other Parties.

#### 6. MISCELLANEOUS PROVISIONS

a. Waiver. Any failure by a Party hereto to insist upon strict performance by another Party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

b. Default. Default shall mean the failure by any Party to comply with the terms and conditions of this Agreement. In addition to all of the rights and remedies provided by the laws of the State of Texas, because of the peculiar damage each Party hereto might suffer by virtue of a breach by another Party, each Party shall be entitled to the equitable remedy of specific performance or mandamus.

c. Term. Unless otherwise previously terminated pursuant to some term or condition of this Agreement or dissolution of the District, this Agreement shall be in force and effect from the Effective Date hereof until the earliest to occur of: (i) the exhaustion of the full Credit by the City related to the Land Costs; or (ii) five years from the Effective Date of this Agreement.

d. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Montgomery County, Texas.

e. Severability. The provisions of this Agreement are severable, and if any provisions or part of this Agreement 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 Agreement and the application of such provision or part of this Agreement of other persons or circumstances shall not be affected thereby.

f. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

g. Third Party Beneficiaries. This Agreement will not be construed to act for the benefit of any third party.

h. Reservation of Rights; Waiver of Governmental Immunity. To the extent not inconsistent with this Agreement, the City reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement against the Developer, in which case all such rights, privileges and immunities are hereby waived. The Parties agree that this Agreement constitutes an agreement for providing goods and services to the City and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect. In accordance with Sections 271.152 and 271.153 thereof, to the extent limited, however, by the provisions thereof, the City hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity for liability or suit and expressly consents to be sued and liable to the extent necessary for the other Party to enforce this Agreement, but only as to the other Party and this Agreement. This Section is not intended to be a general waiver as to damages except as is otherwise set forth in Chapter 271.

i. Approvals. Whenever this Agreement requires or permits approval or consent to be hereafter given by any Party, the Parties agree that no such approval or consent shall be unreasonably withheld, conditioned, or delayed.

j. Incorporation of Exhibits and Other Documents by Reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

k. Merger. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties relating to the subject matter set forth herein.

l. Construction of Agreement. The Parties agree that this Agreement shall not be construed in favor of or against either Party on the basis that the Party did or did not author this Agreement.

m. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its

articles of incorporation and bylaws, as necessary.

n. Prohibition on Boycotting Israel. Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement, Developer verifies that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

o. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations. Developer warrants, covenants, and represents that Developer is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the 10<sup>th</sup> day of April, 2022.



THE CITY OF MAGNOLIA, TEXAS

By: \_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

By: \_\_\_\_\_  
Kandice Garrett, City Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

MAGNOLIA ESCONDIDO, LLC,  
a Texas limited liability company

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

Name: \_\_\_\_\_

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

RECEIVED & FILED  
IN THE OFFICE OF THE  
APR 22 2022

PETITION FOR CONSENT TO ANNEX LAND INTO  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165

THE STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY           §

City Secretary  
City of Magnolia, Texas

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

The undersigned, FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Magnolia, Texas (the "City"), for its written consent to the annexation by the District of approximately 118.69 acres of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on July 9, 2019. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Montgomery Central Appraisal District.

III.

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

IV.

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

V.

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

VI.

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

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$23,100,000.

VIII.

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

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on April 21, 2022.

MONTGOMERY COUNTY  
MUNICIPAL UTILITY DISTRICT NO.  
165

By: [Signature]  
Name: Brian Thompson  
Title: President

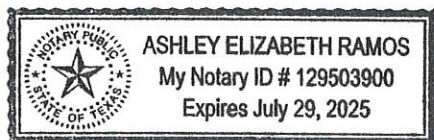
ATTEST:

By: [Signature]  
Name: Mike Mahar  
Title: Secretary



THE STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on April 21, 2022, by Brian Thompson, as President, and Mike Mahar, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

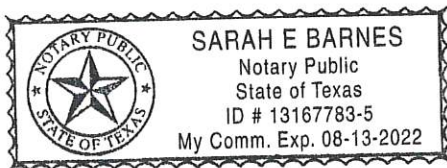
Ashley E. Ramos  
Notary Public, State of Texas

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

By: Justine C. Klink  
Name: Justine C. Klink  
Title: Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF Harris               §

This instrument was acknowledged before me on March 31, 2022,  
by Justine C. Klink, 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

**Attachments:**

**Exhibit A:** Description of the Land

**Exhibit B:** Conditions of the City

**EXHIBIT A**

November 18, 2021

Job No. 1019-3013

DESCRIPTION OF  
118.69 ACRES

Being a 118.69 acre tract of land situated in the John B. Richards Survey, Abstract Number 449, Montgomery County, Texas, more particularly being a portion of that certain called 303.20 acre tract (described as Parcel IV), conveyed to Frank R. McWhorter and wife Elizabeth M. McWhorter by an instrument of record under Volume 1029, Page 257 of the Deed Records of said Montgomery County, Texas (M.C.D.R.), and all of that certain called 10.001 acre tract conveyed to Frank McWhorter by an instrument of record under Document Number 2016054436 of the Official Public Records of said Montgomery County, Texas (M.C.O.P.R.), said 118.69 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 10.001 acre tract, same being the southwest corner of said 303.20 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 McWhorter 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 10.001 acre tract and said 303.20 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 10.001 acre tract and said 303.20 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 10.001 acre tract and said 303.20 acre tract, common to the east right-of-way line of said North Mill Drive, passing at 29.73 feet a 5/8-inch iron rod found for the northwest corner of said 10.001 acre tract, continuing along the west line of said 303.20 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



November 18, 2021

Job No. 1019-3013

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  $87^{\circ} 09' 41''$  East, departing said common line, along a south line of said 75.69 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;

Thence, North  $02^{\circ} 51' 09''$  West, along an interior line of said 75.69 acre tract, 1,998.58 feet to a 1/2-inch rod found for an interior corner of said 75.69 acre tract;

Thence, North  $87^{\circ} 16' 26''$  East, along an interior line of said 75.69 acre tract, 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.;

Thence, South  $02^{\circ} 32' 34''$  East, departing the interior line of said 75.69 acre tract, along the west line of said 16.492 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;

Thence, North  $87^{\circ} 17' 58''$  East, along the south line of said 16.492-acre tract, a distance of 674.44 feet to a 5/8-inch iron rod with cap stamped, "LJA SURVEY" previously set for the northwest corner of that certain called 92.22 acre tract conveyed to Forestar (USA) Real Estate Group, inc. by an instrument of record under Document Number 2021047873, M.C.O.P.R.;

Thence along the west line of said 92.22 acre tract the following four (4) courses:

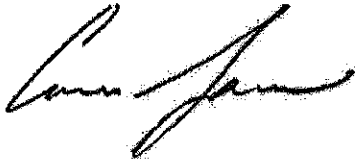
1. South  $02^{\circ} 42' 02''$  East, 204.87 feet to a point for corner;
2. South  $87^{\circ} 27' 58''$  West, 46.70 feet to a point for corner;
3. South  $19^{\circ} 13' 54''$  West, 548.15 feet to a point for corner;

November 18, 2021

Job No. 1019-3013

4. South  $24^{\circ} 56' 09''$  West, 605.58 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southwest corner of said 92.22 acre tract, said point lying on the north line of aforesaid 164.94-acre tract common with the south line of said 303.20-acre tract;

Thence, South  $87^{\circ} 19' 11''$  West, with said common line, 2,093.26 feet to the POINT OF BEGINNING and containing 118.69 acres of land.



---

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



**EXHIBIT B**  
**Consent Conditions**

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing, or otherwise acquiring water supply or distribution systems; wastewater collection, transportation, treatment or disposal systems; stormwater control or detention, drainage or flood protection systems; recreational facilities, parks and open space; fire protection or prevention facilities; emergency medical services or medical transport services facilities; law enforcement facilities; improvements related to economic development; roads or transportation; or other essential community, governmental or quasi-governmental improvements services facilities or functions which may be authorized to be provided by the District, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and any other services related to the above within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15) anniversary of the date of issuance or subsequent to any earlier date specified by the District, without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate borne by such bonds will not exceed two percent (2%) above the highest average interest reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's systems to the payment of the District's bonds will terminate when and if the City of Magnolia, Texas annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land located within the extraterritorial jurisdiction of the City of Magnolia will be added or annexed to the District until the City of Magnolia has given its written consent by resolution or ordinance of the City Council to such addition or annexation which consent will include these conditions.

(b) (1) The construction of the District's facilities and systems will be in accordance with the applicable regulatory requirements specified in that certain Utility Agreement between the City of Magnolia and Forestar (USA) Real Estate Group Inc., on behalf of Proposed Montgomery County Municipal Utility District No. 165 (the "District") dated March 13, 2018, as amended from time to time and assigned to the District ("Applicable Regulatory Requirements").

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the Applicable Regulatory Requirements.

(c) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(d) Prior to the sale of any lot or subdivided parcel of land, the owner or the developer of the land included within the limits of the District will comply with the Applicable Regulatory Requirements which govern platting of land.

CERTIFICATE

THE STATE OF TEXAS           §  
   §  
COUNTY OF MONTGOMERY   §

I, the undersigned Secretary of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Montgomery County Municipal Utility District No. 165 that was filed with the Board of Directors of the District on April 21, 2022.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on April 21,

2022



(SEAL)

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 165

By:   
Secretary, Board of Directors

## RESOLUTION NO. R-2022-018

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, CONSENTING TO THE ANNEXATION OF 118.69 ACRES INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 165.

\* \* \* \* \*

**WHEREAS**, the City Council adopted Ordinance No. O-2018-007 on July 10, 2018, to approve the creation of Montgomery County Municipal Utility District No. 165 ("No. 165") within the extraterritorial jurisdiction of the City of Magnolia, Montgomery County, Texas (the "City"); and

**WHEREAS**, Montgomery County Municipal Utility District No. 165 was duly created by the Texas Commission on Environmental Quality under the laws of the State of Texas by an Order dated July 9, 2019; and

**WHEREAS**, the City has received a Petition to Consent to Annex Land into No. 165 and said Petition is attached to this Resolution as Exhibit 1 and made a part hereof, pursuant to Section 54.016 of the Texas Water Code, as amended, requesting the City's consent to the addition of approximately 118.69 acres into No. 165's boundaries encompassing the land described in Exhibit "A" to said petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition; and

**WHEREAS**, the City Council desires to consent to the requested addition of land to No.165.

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

**Section 1.** All of the matters and facts set out in the preamble hereof are true and correct.

**Section 2.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City and on the internet, for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 3.** The City Council of the City hereby specifically gives it written consent, as provided by Section 54.016, Texas Water Code, as amended, and as required by Chapter 42, Texas Local Government Code, as amended, to the addition of approximately 118.69 acres into No. 165's boundaries encompassing the land described in Exhibit "A" to said Petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition.

**Section 4.** The City Secretary is hereby directed to attach this Resolution and attachments to Ordinance No. 2018-007.

PASSED AND ADOPTED this the 10<sup>th</sup> day of May, 2022.



THE CITY OF MAGNOLIA

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

ATTEST:

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





May 5, 2022

Texas Department of Transportation  
7600 Washington Ave  
Houston, Texas 77007

**SUBJECT: City of Magnolia Sponsorship Letter for the Maintenance of Windmill Estates,  
Harlingen Drive**

To whom it may concern:

City of Magnolia City Engineer will recommend to City Council to accept maintenance of the above referenced roadway if it is placed within dedicated ROW, designed, and constructed to meet City of Magnolia design standards and specs. Prior to acceptance, the City Engineer in coordination with City Staff will inspect the project. Any deficiencies must be corrected. Upon completion of the corrections, a one-year warranty period will be observed. A one-year warranty inspection will be held by the City Engineer in coordination with City Staff. If any deficiencies found are corrected, the City Engineer will recommend that City Council accept the roadways for maintenance.

If you have any questions concerning this letter, please contact the undersigned.

Sincerely,

Michael A. Kurzy, P.E.  
Vice President

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

MAK:mak



May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 211796  
Nichols Sawmill Interceptor Sewer Replacement Phase 1 and 2  
Proposal for Surveying Services

Dear Mr. Doering:

As you are aware, the current Nichols Sawmill Interceptor Sewer Replacement Phase 1 and 2 Construction has been completed. An As-Built survey of the completed project that identifies and verifies the sanitary sewer line locations and elevations will be performed. AEI has obtained a proposal from GBI Partners Land Surveying Consultants (GBI) for those professional services. GBI will provide the City of Magnolia with an exhibit identifying the as constructed manhole locations and the flowline elevations. Attached you will find the proposal in the amount of \$5600.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with GBI to perform the needed As-Built Survey and provide the As-Built exhibit.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Kurzy', written over a blue circular stamp.

Michael A. Kurzy, P.E.  
Vice President

AEI Engineering, a Baxter & Woodman Company

City of Magnolia  
May 2, 2022  
Page 2 of 2

TBPELS Registration No. F-21783

Enclosures

Cc: Kyle Kacal, RPLS – GBI Partners  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company



**GBI PARTNERS**

**LAND SURVEYING CONSULTANTS**

**TBPELS FIRM #10130300**

March 14, 2022

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

Via Email: ddoering@cityofmagnolia.com

**RE: PROPOSAL FOR SURVEYING SERVICES – NICHOLS SAWMILL INTERCEPTOR  
SEWER REPLACEMENT PHASE 1 & 2**

Dear Mr. Doering,

We are pleased to submit this proposal to provide the following services in accordance with the specifications set forth, for the amount specified for each item:

**ITEM 1) ASBUILT EXHIBIT**

**\$5,600**

Survey and map the sanitary sewer lines associated with Nichols Sawmill Interceptor Sewer Replacement Phase 1 & 2. Elevations shall be based on project survey control as provided in construction plans. An exhibit illustration manhole location and flowline elevations will be provided.

Please allow fifteen (15) days for completion of Item from the date of notice to proceed. Invoices will be submitted to the contractor prior to the end of the month and become due and payable within thirty days of receipt.

Respectfully submitted:  
GBI PARTNERS

Kyle Kacal, RPLS  
Project Manager  
22-169A nichols

Accepted:

By:

Date:



May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 212289.60  
Nichols Sawmill Interceptor Sewer Replacement Phase 3  
Proposal for Surveying Services

Dear Mr. Doering:

As you are aware, the current Nichols Sawmill Interceptor Sewer Replacement Phase 3 Construction Project is now under contract with the City of Magnolia and AEI has issued a Notice to Proceed to the Contractor, Ballast Point. The Project Manual identifies the OWNER, City of Magnolia to provide Construction Survey Staking. AEI has obtained a proposal from GBI Partners Land Surveying Consultants (GBI) for those professional services. Attached you will find the proposal in the amount of \$7000.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with GBI to perform the needed construction staking.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Kurzy'.

Michael A. Kurzy, P.E.  
Vice President

AEI Engineering, a Baxter & Woodman Company

City of Magnolia  
May 2, 2022  
Page 2 of 2

TBPELS Registration No. F-21783

Enclosures

Cc: Kyle Kacal, RPLS – GBI Partners  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company



**GBI PARTNERS**

**LAND SURVEYING CONSULTANTS**

TBPELS FIRM #10130300

March 14, 2022

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

Via Email: ddoering@cityofmagnolia.com

**RE: PROPOSAL FOR SURVEYING SERVICES – NICHOLS SAWMILL INTERCEPTOR  
SEWER REPLACEMENT PHASE 3**

Dear Mr. Doering,

We are pleased to submit this proposal to provide the following services in accordance with the specifications set forth, for the amount specified for each item:

**ITEM 1) CONSTRUCTION STAKING**

**\$7,000**

Stake proposed location of sanitary sewer structures for Nichols Sawmill Interceptor Sewer Replacement Phase 3. Each manhole staked will include an offset with a cut provided to proposed flowline elevation(s). Stake right-of-way line (as provided in construction plans/CAD) on same side as sanitary construction at intervals not to exceed 200-feet. Set temporary benchmarks along proposed route every  $\pm 1,000$ -feet. All locations and elevations will be based on survey control provided in construction plans.

Please allow three (3) days notice for field crew scheduling. Invoices will be submitted to the contractor prior to the end of the month and become due and payable within thirty days of receipt.

Respectfully submitted:

GBI PARTNERS

Kyle Kacal, RPLS  
Project Manager  
22-179A nichols

Accepted:

By:  
Date:





May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 212289.6  
Nichols Sawmill Interceptor Sewer Replacement Phase 3  
Proposal for Construction Materials and Testing Services

Dear Mr. Doering:

As you are aware, the current Nichols Sawmill Interceptor Sewer Replacement Phase 3 project is now under contract with the City of Magnolia, and a Notice to Proceed was issued to the Contractor, Ballast Point. The Project Manual identifies the OWNER, City of Magnolia to provide Construction Materials and Testing Services. AEI has obtained a proposal from Raba Kistner, Inc. (RK) for those professional services. Attached you will find the proposal in the amount of \$34,125.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with Raba Kistner to perform the needed Construction Materials and Testing Services.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,



Michael A. Kurzy, P.E.  
Vice President

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

City of Magnolia  
May 2, 2022  
Page 2 of 2

Enclosures

Cc: Martin Villa, PE – Raba Kistner, Inc.  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company

Revised Proposal No. PHD22-081-00  
April 28, 2022



**Raba Kistner, Inc.**  
3602 Westchase  
Houston, TX 77042  
www.rkci.com

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

**P 713.996.8990**  
**F 713.996.8993**  
TBPE Firm F-3257  
TBPLS Firm 10193784

**Re: Construction Materials Engineering and Testing Services**  
**Nichols Sawmill Interceptor Sewer Replacement–Phase 3**  
Buddy Riley Blvd. and Butler St.  
Magnolia, Texas

Dear Mr. Doering:

**Raba Kistner, Inc. (R-K)** is pleased to have been selected to provide Construction Materials Engineering and Testing Services to the City of Magnolia (CLIENT) on an “on-call” basis for the above-referenced project.

Our opinion of probable cost of services for this project is **\$34,125.00**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us and are without the aid of the proposed construction progress schedule. The scope and quantity of the “on-call” services provided will be dependent upon services actually required by CLIENT, CLIENT’S representatives, the design team, and/or the General Contractor and/or its Subcontractors. All “on-call” services authorized or requested by CLIENT, CLIENT’S representatives, the design team, and/or the General Contractor and/or its subcontractors in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be assessed only for actual services rendered and will be invoiced on a monthly basis showing a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Field compaction testing of structural fill, Paving Subgrade & Fill and Utility Trench Backfill,
- Cast-in-place concrete sampling and testing for the paving,
- Asphalt sampling and testing,
- Reinforcing Steel Observations,
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of the cement sand and concrete test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.



We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

R-K considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

**RABA KISTNER, INC.**



for: Martin Vila, P.E., F. ASCE  
Senior Vice President

MV/hg

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Copies submitted: Above (1)



**BASIC CHARGES**

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (round trip) \_\_\_\_\_ 1.5 – 2.0 hour(s)

Vehicle Hourly Trip Charge \_\_\_\_\_ \$ 12.00/Hr

2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 4 hours billing per visit to the project site, except for sample/cylinder pickups which will be actual time.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.
8. R-K will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



## **STANDARD TERMS AND CONDITIONS**

### **1. DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

- warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.
8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with
- or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT



communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

**DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Attachment II  
**Cost Breakdown for**  
**City of Magnolia**  
**Nichols Sawmill Interceptor Sewer Replacement-Phase 3**  
**Revised Proposal No. PHD22-081-00**

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>Task 1: Soils - Sample Pickups, Grading, Paving Subgrade &amp; Fill and Utility Trench Backfill</b>					
(assuming 22 site visits and 3 sample pickups)					
<b>Labor:</b>					
109000 Technician	160	x	\$65.00	/ Hr	= \$10,400.00
109010 Technician OT	20	x	\$97.50	/ Hr	= \$1,950.00
150000 Vehicle Charge	180	x	\$12.00	/Hr	= \$2,160.00
<b>900000 Soils Tests: (Spec. Frequency: Testing every 5,000 sf, 10,000 sf or 125 lf)</b>					
901000 Liquid and Plastic Limits	9	x	\$71.00	/ Ea	= \$639.00
906000 Percent Passing #200 Sieve (ASTM D-1120)	8	x	\$55.00	/ Ea	= \$440.00
923000 OMD Standard Compaction (ASTM D-698)	8	x	\$195.00	/ Ea	= \$1,560.00
945000 OMD Lime or Cement Stabilized Soil	3	x	\$205.00	/ Ea	= \$615.00
941000 Compressive Strength of C.S.S.	16	x	\$81.00	/ Ea	= \$1,296.00
951000 Nuclear Density Equipment Rental	170	x	\$12.00	/ Hr	= \$2,040.00
<b>Task 1 Total</b>					<b>\$21,100.00</b>
<b>Task 2: Concrete - Rebar Observation and Paving</b>					
(assuming 3 trips for casting cylinders/rebar obsv. and 3 trips for cylinder pickup)					
<b>Labor:</b>					
109000 Technician	32	x	\$65.00	/ Hr	= \$2,080.00
109010 Technician OT	4	x	\$97.50	/ Hr	= \$390.00
150000 Vehicle Charge	36	x	\$12.00	/Hr	= \$432.00
<b>300000 Concrete Mix Design Inspection and Testing: (spec. frequency: 4 cylinders per 50 CY or 100 CY)</b>					
301000 Cylinders Test (ASTM C-39) incl. Hold	32	x	\$20.00	/ Ea	= \$640.00
<b>Task 2 Total</b>					<b>\$3,542.00</b>
<b>Task 3: Asphalt Paving - Type D HMA and Base Coarse</b>					
(assuming 6 site visits)					
<b>Labor:</b>					
109000 Technician	46	x	\$65.00	/ Hr	= \$2,990.00
951000 Nuclear Density Equipment Rental	46	x	\$12.00	/ Hr	= \$552.00
<b>Asphalt Tests:</b>					
405000 Extraction & Gradation	6	x	\$203.00	/ Ea	= \$1,218.00
407000 HVEEM Stability	6	x	\$108.00	/ Set	= \$648.00
408000 Bulk Density - Lab Molded	6	x	\$61.00	/ Set	= \$366.00
411000 Maximum Theoretical Specific Gravity	6	x	\$103.00	/ Ea	= \$618.00
<b>Task 3 Total</b>					<b>\$6,392.00</b>
<b>Task 4: Professional Services (project management: report review, admin/clerical, proj. meetings, etc.)</b>					
Project Administration Fee (10% Basic Charge)					\$3,091.00
<b>Task 4 Total</b>					<b>\$3,091.00</b>
<b>TOTAL</b>					<b>\$34,125.00</b>

Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.  
 Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)



**Attachment III**

**PROJECT DATA SHEET – REPORT DISTRIBUTION**

**Project Name:** \_\_\_\_\_

**Client Project No:** \_\_\_\_\_ **Purchase Order No.:** \_\_\_\_\_

**Invoicing Information:** **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Report Distribution Information (Please provide required report distribution and requested number of copies of each)**

**No. Copies ( )** \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies ( )** \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies ( )** \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies ( )** \_\_\_\_\_  
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**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies ( )** \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_



May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 212289.60  
Water Plant No. 3 Clearing and Grubbing Project  
Proposal for Surveying Services

Dear Mr. Doering:

The Water Plant No. 3 Clearing and Grubbing Project has been bid. The Project Manual identifies the OWNER, City of Magnolia to provide Construction Survey Staking. AEI has obtained a proposal from Windrose for those professional services. Attached you will find the proposal in the amount of \$1595.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with Windrose to perform the needed construction staking.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael A. Kurzy'.

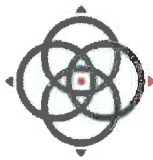
Michael A. Kurzy, P.E.  
Vice President

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

Enclosures

City of Magnolia  
May 2, 2022  
Page 2 of 2

Cc: Austin Moehle – Windrose  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company



# WINDROSE

LAND SURVEYING | PLATTING

April 28, 2022

AEI Engineering  
ATTN: Patricia Gunter  
11450 Compaq Center Drive, Ste. 660  
Houston, TX 77070  
P: (281) 350-7027  
E: PGunter@baxterwoodman.com

**Re:** "Water Plan No. 3" – Located at 39103 FM 149 Road Magnolia, Texas 77354. Situated in the John B Richards Survey Abstract No 449, Montgomery County, Texas. WLS Site No 57296

## Surveying Services

Service	Price	Time Frame
<b>Control Staking – Clearing &amp; Grubbing Area</b> (3 horizontal and Vertical Control Points)	\$1,595.00	5-7 business days

***This Individual Project Order describes a specific agreement between AEI Engineering, LLC (the Consultant) and Windrose Surveying & Land Services, LLC (the Subconsultant) pursuant to the Master Agreement for Continuing Professional Services dated August 22, 2019, the terms of which are incorporated by reference.***

## Notes:

- A.) Boundary only for platting is the minimum survey necessary in order to facilitate the Plat Preparation, Plat Review and Signature in accordance with the current Standards of Practice for Professional Surveyors within the State of Texas, and as required by the Texas Board of Professional Land Surveyors. Line Item for "boundary only survey" is required to facilitate platting services.
- B.) Boundary orientation only will be performed as necessary in order to locate improvements and topographic information within the site and does not or will not imply to be a complete boundary survey. Said boundary orientation will be based solely on record information available at the time of survey, including, but not limited to previous surveys, recorded plats, deeds, and title information. Survey is limited to the accuracy of previous information and local monumentation found at the time of survey and by the signing of this contract, the aforementioned client jointly and severally agrees to indemnify and save harmless Windrose Land Services, Inc. and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur from the use of said previous information.
- C.) Pricing above is based on the acceptance of all services listed. In the event that only partial services are requested, existing pricing may become null and void and a new proposal will be issued.
- D.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WSLS") at a pass-through cost to the client (Average abstracting fee is \$575.00).
- E.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- F.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey. If any oil, gas, or mineral



leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)

- G.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.
- H.) Topographic Survey will be performed on an approximate \_\_\_' x \_\_\_' grid where available, including all visible grade breaks and changes in elevation. Topographic survey will show all improvements and elevations within 15 feet of the property lines and will include all improvement, elevations, striping, & observable utilities, located within \_\_\_\_\_ at \_\_\_' x-sections within the subject area.
- I.) Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary, at additional cost.
- J.) Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of \_\_\_\_\_, \_\_\_\_\_ County, TxDOT, Applicable M.U.D., energy, and telephone companies at the time of survey. No subsurface referral, inspection, probing, or excavation is included within the scope of this contract.
- K.) Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
- L.) It is the contractor's responsibility to contact Digtess or other utility location service, for location of underground utilities, prior to construction.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Austin Moehle  
Construction Manager  
Email: [austin.moehle@windroseservices.com](mailto:austin.moehle@windroseservices.com)  
Firm Registration No. 10108800  
Attachments:  
Provisions of the Authorization for Professional Services

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorization Date

File Location: W:\Proposals\AEI Engineering\



May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 220732  
FM 1488 Force Main Construction and Water Line Relocation  
Proposal for Surveying Services

Dear Mr. Doering:

As you are aware, the current FM 1488 Force Main Construction and Water Line Relocation is now under contract with the City of Magnolia, and a Notice to Proceed was issued to the Contractor, DL Glover, Inc. The Project Manual identifies the OWNER, City of Magnolia to provide Construction Survey Staking. AEI has obtained a proposal from GBI Partners Land Surveying Consultants (GBI) for those professional services. Attached you will find the proposal in the amount of \$8000.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with GBI to perform the needed As-Built Survey and provide the As-Built exhibit.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael A. Kurzy'.

Michael A. Kurzy, P.E.  
Vice President

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

City of Magnolia  
May 2, 2022  
Page 2 of 2

Enclosures

Cc: Kyle Kacal, RPLS – GBI Partners  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company



**GBI PARTNERS**  
**LAND SURVEYING CONSULTANTS**  
TBPCLS FIRM # 10130300

April 28, 2022

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

Via Email: ddoering@cityofmagnolia.com

**PROPOSAL FOR SURVEYING – FM 1488 FORCE MAIN CONSTRUCTION AND WATER LINE  
RELOCATION**

Dear Mr. Doering:

We are pleased to submit this proposal to provide the following services in accordance with the specifications set forth, for the amount indicated for each task:

**ITEM 1) CONSTRUCTION STAKING**

**\$8,000**

Surveyor will stake the horizontal location (with offsets) of proposed force main and water line at intervals not to exceed 200-feet. Surveyor will set temporary benchmarks along proposed route at intervals not to exceed 1,000-feet. Client is responsible for providing approved construction plans, design CAD file, and project specific survey control/benchmarks. Budget covers cost of one-time staking. Additional site visits, restaking, or other tasks are subject to additional fees.

Please allow three (3) days notice for field crew scheduling. Payment shall be upon completion of each item, due and payable within thirty (30) days of receipt of invoice.

Respectfully submitted:  
GBI PARTNERS

Kyle Kacal, RPLS  
Project Manager  
22-248

Accepted:

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



May 2, 2022

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

ATTENTION: Mr. Don Doering – City Administrator

REFERENCE: Engineer's Project No.: 220732.6  
FM 1488 Force Main Construction and Water Line Relocation  
Proposal for Construction Materials and Testing Services

Dear Mr. Doering:

As you are aware, the current FM 1488 Force Main Construction and Water Line Relocation project is now under contract with the City of Magnolia, and a Notice to Proceed was issued to the Contractor, DL Glover, Inc. The Project Manual identifies the OWNER, City of Magnolia to provide Construction Materials and Testing Services. AEI has obtained a proposal from Raba Kistner, Inc. (RK) for those professional services. Attached you will find the proposal in the amount of \$34,141.00 along with the Scope of Services.

AEI recommends that the City of Magnolia enter a contract with Raba Kistner to perform the needed Construction Materials and Testing Services.

We appreciate the opportunity to submit this proposal and look forward to completing the work to your satisfaction. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael A. Kurzy'.

Michael A. Kurzy, P.E.  
Vice President

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

City of Magnolia  
May 2, 2022  
Page 2 of 2

Enclosures

Cc: Martin Villa, PE – Raba Kistner, Inc.  
Patricia Gunter– AEI Engineering, a Baxter & Woodman company  
Daniel Ramos, PE– AEI Engineering, a Baxter & Woodman company

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

**P 713.996.8990**  
**F 713.996.8993**  
TBPE Firm F-3257  
TBPLS Firm 10193784

**RE: Construction Materials Observation and Testing Services**  
**FM 1488 Force Main & Waterline Replacement**  
FM 1488 Road  
Magnolia, Texas 77354

Dear Mr. Doering:

**Raba Kistner, Inc. (R-K)** is pleased to have been selected to provide Construction Materials Engineering and Testing Services to the City of Magnolia (CLIENT) on an "on-call" basis for the above-referenced project.

- Our opinion of probable cost of services for this project is **\$34,141**.
- And as an Alternate (if requested), our opinion of probable cost of services for asphalt sampling and lab testing is **\$1,091**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us, and are without the aid of the proposed construction progress schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. All services authorized or requested by you, your representatives, the design team, and/or the General Contractor and/or its subcontractors in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

The scope of work includes the observation and testing of the following construction materials:

- Field compaction testing for the fill soils, subgrade and the utility trench backfill,
- Proof rolling observation of the subgrade soils for the Asphalt Replacement (as an Alternate),
- Asphalt sampling and testing (as an Alternate),
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, asphalt tests and compressive strength testing of the Cement Sand test specimens, and
- Project management, data processing and report review services of laboratory and field test reports.



We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:


<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

R-K considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

**RABA KISTNER, INC.**

for:   
Martin Vila, P.E., F. ASCE  
Senior Vice President

MV/hg

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Copies submitted:      Above (1)

### **BASIC CHARGES**

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (round trip) \_\_\_\_\_ 1.5 to 2.0 hour(s)

Vehicle Hourly Trip Charge \_\_\_\_\_ \$ 12.00/Hr

2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided in excess of "normal" work hours, as stated herein, Monday through Sunday (and Holidays) , will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 5:00 a.m. and 7:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 4 hours billing per visit to project site, except for sample/cylinder pickups which will be actual time.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.
8. R-K will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS.

- 1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.
- 1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.
- 1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.
- 1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.
- 1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.
- 1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

- 2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

- 3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

- 4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.
- 5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
- 6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

**DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

ATTACHMENT II  
**Cost Breakdown for**  
**FM 1488 Force Main & Waterline Replacement**  
**Magnolia, Texas**  
**Proposal No. PHD22-094-00**

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>		<u>Amount</u>
<b>Task 1: Soils - Paving Subgrade &amp; Utility Trench Backfill</b>						
(assuming 48 site visits and 4 sample Pickups)						
<b>Labor &amp; Equipment:</b>						
109000 Technician	280	x	\$65.00	/ Hr	=	\$18,200.00
109010 Technician OT	30	x	\$97.50	/ Hr	=	\$2,925.00
150000 Vehicle Charge	310	x	\$12.00	/ Hr	=	\$3,720.00
<b>900000 Soil Tests:</b>						
901000 Liquid and Plastic Limits	8	x	\$71.00	/ Ea	=	\$568.00
906000 Percent Passing #200 Sieve (ASTM D-1120)	7	x	\$55.00	/ Ea	=	\$385.00
923000 OMD Standard Compaction (ASTM D-698)(Proctor)	7	x	\$195.00	/ Ea	=	\$1,365.00
945000 OMD Lime or Cement Stabilized Soil(Proctor)	2	x	\$205.00	/ Ea	=	\$410.00
951000 Nuclear Density Equipment Rental	289	x	\$12.00	/ Hr	=	\$3,468.00
<b>Task 1 Total</b>						<b>\$31,041.00</b>
<b>Task 2: Professional Services (project management: report review, admin/clerical, etc.)</b>						
Project Administration Fee (10% Basic Charge)						\$3,100.00
<b>Task 2 Total</b>						<b>\$3,100.00</b>
<b>TOTAL</b>						<b>\$34,141.00</b>

Remarks: A minimum of 4 hours is applicable for all field services, except sample/cylinder pickups.

An overtime rate of 1.5 times the hourly rate will be charged for any hours worked over 8 per day or any hours worked on Saturday, Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

**(Alternate Services)**

<b>Task 3: Asphalt - Type D HMAC</b>						
(assuming 1 site visit)						
<b>Labor:</b>						
109000 Technician	8	x	\$65.00	/ Hr	=	\$520.00
951000 Nuclear Density Equipment Rental	8	x	\$12.00	/ Hr	=	\$96.00
<b>400000 Asphalt Tests:</b>						
405000 Extraction & Gradation	1	x	\$203.00	/ Ea	=	\$203.00
407000 HVEEM Stability	1	x	\$108.00	/ Set	=	\$108.00
408000 Bulk Density - Lab Molded	1	x	\$61.00	/ Set	=	\$61.00
411000 Maximum Theoretical Specific Gravity	1	x	\$103.00	/ Ea	=	\$103.00
<b>Task 3 Total</b>						<b>\$1,091.00</b>





**Attachment III**

**PROJECT DATA SHEET – REPORT DISTRIBUTION**

**Project Name:** \_\_\_\_\_

**Client Project No:** \_\_\_\_\_ **Purchase Order No.:** \_\_\_\_\_

**Invoicing Information:**      **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Report Distribution Information (Please provide required report distribution and requested number of copies of each)**

**No. Copies**    (    )    \_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies**    (    )    \_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies**    (    )    \_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies**    (    )    \_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**No. Copies**    (    )    \_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_



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

**WORK ORDER 22-003**

**Engineer's Project No. 220733.30**

**Project Description:**

Prepare a City Master Thoroughfare 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 \$56,000.

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

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



Title: Executive Vice President

Date: April 28, 2022

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

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

Title: Mayor

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

**Additional Comments and Conditions:** None.

**Purpose:** The Master Thoroughfare Plan will serve as a comprehensive planning tool that will be used to identify and implement necessary capital improvements to the transportation system.

### 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. Zoning Map
- C. Existing and Future Land Use Map
- D. ETJ and Voluntary Annexation Trends
- E. Unified Development Code
- F. ROW Evaluation of thoroughfares, collectors and arterials
- G. GIS Shape files from Montgomery County
- H. Aerial Photography
- I. Floodplain Maps from TNRIS
- J. Crash Data from City Police Department and TxDOT
- K. Traffic Count data from HGAC
- L. Current/Projected population for City and ETJ (Census/Tx Demographers Office)

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

- A. Roadway network
- B. Sidewalk network
- C. Bicycle path network
- D. Functional Street Classification
- E. Conservation Easements
- F. Local/Federal Flood Plain
- G. Drainage Protection

#### 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.

- A. Growth Factor Analysis
- B. Travel Demand Model Base Year Conditions
- C. Traffic Projections
- D. Thoroughfare Network Evaluation

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. Review and provide recommendations to transportation systems based on Magnolia Independent School District (MISD) campuses and other critical locations within the City. 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 *Corridor Plans:* Identify and Develop Corridor Plans that locate thoroughfares in and around high traffic areas and key intersections such as commercial centers, major employers or activity centers to establish a framework to develop specific planning efforts to target roadway, public safety, pedestrian and access management practices to ensure preservation of destination areas and targeted transportation investments.
- 2.5 *Technology:* Identify issues in transportation technology that are critical to rural communities including but not limited to dynamic messaging, electric vehicles, charging stations, real time traffic management, coordinated traffic signals that reduce travel times, enhance public safety, and increase connectivity.
- 2.6 *Transit/Rideshare:* Identify the need for on-demand and para transit services which may lead to an extension of service by Brazos Transit via Montgomery County.
- 2.7 *Maps & GIS:* All existing and proposed mapping will be GIS-based with separate layers for each plan to be used for future land use planning.

### 3. PRIORITIZATION OF IMPROVEMENTS

- 3.1 *Coordinated Roadway Plan:*
- A. Draft proposed programs and capital improvement plans based on the evaluation of the existing transportation system and public comments.
  - B. Analyze proposed capital improvements in relation to existing right-of-way, existing facility alignments and intersections, environmental issues, topography and drainage paths.
  - C. Prioritize needed programs and improvements and submit a draft prioritized list to the City and the public for their input.
  - D. Miscellaneous Ordinance Recommendations: Based on findings and growth impacts develop a list of new ordinances to be considered to support the growth and maintenance of the Master Thoroughfare Plan.

- 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 MASTER THOROUGHFARE PLAN – Prepare a Thoroughfare 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 THOROUGHFARE PLAN – Prepare the Final Thoroughfare Plan which will include.
- Executive Summary (Not in Draft)
  - Introduction
    - Purpose Statement
    - Goals and Objectives
  - Existing Transportation Network
  - Public Outreach Summary
  - Roadway Network Plans
  - Corridor Identification
  - Non-Motorized-Inventory
    - Bicycle
    - Pedestrian
    - Pedestrian Amenities
    - Medians
  - 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 website pages, hosted on the City's website, for use throughout the project that will be 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 will be hosted by the City.
    - ii. No on-line meeting capabilities will be included.
    - iii. 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.

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**CITY OF MAGNOLIA  
WATER WELL NO. 8  
WORK ORDER 22-004**

**Engineer's Project No. 220875.40**

**Project Description:**

The Project consists of design engineering services for Water Well No. 8.

**Engineering Services:**

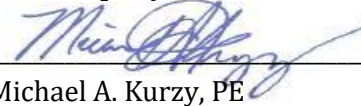
AEI Engineering, a Baxter & Woodman Company (AEI) will perform design engineering services for Water Well No. 8.

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 \$200,000.

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

By:   
Michael A. Kurzy, PE

Title: Vice President

Date: May 2, 2022

Approved by: **City of Magnolia**

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

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

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

**Additional Comments and Conditions:** None.

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## **Project Description**

The Project consists of design engineering services for Water Well No. 8.

## **Scope of Services**

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

1. Hold Project start-up meeting
2. Provide engineering plans and specifications for Water Well No. 8, including:
  - a. One (1) water well
  - b. Chemical disinfection
  - c. Electrical equipment
3. Provide the following additional services:
  - a. Topographic Survey
  - b. Hydrogeologic Report
  - c. Geotechnical investigation
  - d. Phase I Environmental Survey Assessment
4. Submittal and coordination of plans for approval by TCEQ and Montgomery County.
5. Submittal and coordination of water well permit with Lone Star Groundwater Conservation District.
6. Perform Quality Assurance and Quality Control review.
7. Advertise, bid, and recommend award of contract.

The scope does not include additional Environmental Assessments determined by the Phase I ESA, detention pond and drainage system, construction management services and field project representative services. A separate work order will be provided.



**CITY OF MAGNOLIA  
Water Plant No. 3 Clearing and Grubbing  
Construction Phase Services  
WORK ORDER**

**Engineer's Project No. 211009.60**

**Project Description:**

Water Plant No. 3 Clearing and Grubbing

**Engineering Services:**

AEI Engineering, a Baxter & Woodman Company (AEI) will perform necessary engineering services for Water Plant No. 3 Clearing and Grubbing 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 \$4,500.

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:** None

**Attachment A**

### **Project Description**

The project consists of construction phase services for Water Plant No. 3 Clearing and Grubbing.

### **Scope of Services**

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

1. Hold Pre-Construction meeting
2. Utilize the plans, specifications, and contracts for Water Plant No. 3 Clearing and Grubbing for construction.
3. Provide Construction Management Services including
  - a. Issue Notice To Proceed
  - b. Review and response for submittals and RFIs
  - 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.

**City Council Agenda Item  
Administration Department**

**From:** Beverly Standley, Finance

**Date for City Council consideration:** May10, 2022

**Subject:** Membership in Local Government Purchasing Cooperative

Proceeding:

Degree of importance: ☐ Critical

☒ Significant

☐ Elective

**FINANCIAL APPROVAL**

Expenditure Required: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Appropriation Required: \_\_\_\_\_

Source of Funds: \_\_\_\_\_

**SUMMARY/ORIGINATING CAUSE**

**To help support Texas vendors who participate in the Buyboard program, making use of discounts available**

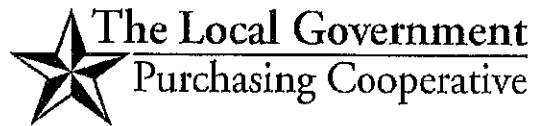
**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Approve, *free membership*

**ATTACHMENTS**

Interlocal Agreement.



## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

### I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

### 3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
  - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

### 4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - (a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

- (b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.
- (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
- (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.

11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- (a) Neither party waives any immunity from liability afforded under law;
- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.



13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By: \_\_\_\_\_  
Dan Troxell, Ph.D., Secretary

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

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

Texas, \_\_\_\_\_  
(zip)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**RESOLUTION NO. R-2022-019**  
**RESOLUTION AUTHORIZING SIGNATORIES**

**A RESOLUTION BY THE CITY COUNCIL OF CITY OF MAGNOLIA DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) GRANT AGREEMENT NUMBER CDV21-0209.**

**WHEREAS**, The City of Magnolia has received a 2021 Texas Community Development Block Grant award to provide 03J - Water/Sewer Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents, environmental review documents, and documents requesting grant funds from the Texas Department of Agriculture; and

**WHEREAS**, all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

**NOW, THEREFORE**, The City of Magnolia directs and designates the following to act in all matters in connection with this grant:

- The Mayor shall serve as the Chief Executive Officer and Authorized Representative to execute contractual documents; and
- The Mayor, is authorized to review and execute environmental review documents between the Texas Department of Agriculture and the City of Magnolia; and
- The Mayor, City Secretary, City Administrator, City Finance Administrator are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS**, on May 10<sup>th</sup>, 2022.



THE CITY OF MAGNOLIA

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

ATTEST:

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

**RESOLUTION NO. R-2022-020**  
**Resolution Regarding Civil Rights**  
**The City of Magnolia, Texas**

**Whereas**, The City of Magnolia, Texas, (hereinafter referred to as “City of Magnolia”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”);

**Whereas**, The City of Magnolia, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

**Whereas**, The City of Magnolia, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

**Whereas**, The City of Magnolia, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

**Whereas**, The City of Magnolia, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

**Whereas**, The City of Magnolia, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

**Whereas**, The City of Magnolia, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds;

**Whereas**, The City of Magnolia, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

**Whereas**, The City of Magnolia, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, THAT THE CITY OF MAGNOLIA ADOPTS THE FOLLOWING:**

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002), and
5. Fair Housing Policy (Form 1015).

The City of Magnolia affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity;
7. Limited English Proficiency; and
8. Affirmatively Further Fair Housing



THE CITY OF MAGNOLIA

---

Todd Kana, Mayor

ATTEST:

---

Kandice Garrett, City Secretary

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF MAGNOLIA,  
TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

WHEREAS, the City Council of the City of Magnolia, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on May 10, 2022 to adopt an ordinance and take such other action as may be deemed necessary to authorize the issuance of certificates of obligation (the “Certificates”) payable from ad valorem taxation and from a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction, acquisition, renovation and equipment of improvements to the City water and sewer system, including the expansion of the Wastewater Treatment Plant, and (ii) the cost of professional services incurred in connection therewith.

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing the Certificates be submitted to a referendum or other election; and

WHEREAS, the City Council hereby finds that no such bond proposition was submitted to the voters of the City during the preceding three years; therefore

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

“Act” means Subchapter C of Chapter 271, Texas Local Government Code.

“Business Day” means any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Magnolia, Texas Tax and Revenue Certificates of Obligation, Series 2022 authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Magnolia, Texas.

“Closing Date” means the date on which the Certificates are delivered to and paid for by the Initial Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the fund for payment of the Certificates established by the City in Section 20 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Interest Payment Date,” when used in connection with any Certificate, means November 1, 2022 and each May 1 and November 1 thereafter until maturity or prior redemption.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d).

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Purchase Agreement” means the agreement between the City and the Underwriter described in Section 24 of this Order.

“Record Date” means, for any Interest Payment Date, the close of business on the last business day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Registrar” means Zions Bancorporation, National Association, dba Amegy Bank, and its successors in that capacity.

“Underwriter” means [\_\_\_\_].

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$[20,000,000.00] for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction, acquisition, renovation and equipment of improvements to the City water and sewer system, including the expansion of the Wastewater Treatment Plant, and (ii) the cost of professional services incurred in connection therewith.

4. Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the “CITY OF MAGNOLIA, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022,” and shall be dated June 1, 2022. The Certificates shall bear interest at the rates set forth in Section 5 of this Ordinance from the later date of the delivery of the Certificates, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year or twelve 30-day months, payable on each Interest Payment Date.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be initially issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on November 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Maturity Date</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate(%)</u>
<u>(Nov. 1)</u>		

6. Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the



delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor and the City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, which is hereby authorized and the terms and provisions of which are hereby approved by the City and which the appropriate officials of the City are hereby authorized to execute. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office in Houston, Texas of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage

prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

9. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

11. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal payment office in Houston, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office in Houston, Texas of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender at the principal payment office in Houston, Texas of the Registrar, for a Certificate or Certificates of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be

and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

12. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide Initial Purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to

the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

13. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

14. Book-Entry System. (a) The Initial Certificate shall be registered in the name of the Initial Purchaser. Except as provided in Section 15 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this

Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates shall be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

16. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

17. Optional and Mandatory Redemption; Defeasance. The Certificates are subject to optional and mandatory redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000 or any integral multiple thereof. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, issue date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding

except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Certificates may be discharged or defeased in any manner now or hereafter permitted by law.

18. Forms. The form of the Certificates, including the form of Registration Certificate of the Comptroller of Public Accounts, which shall be attached or affixed to the Initial Certificate, the form of the Registrar's Authentication Certificate, and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF MONTGOMERY

REGISTERED  
NUMBER  
I-1

REGISTERED  
DENOMINATION  
\$

CITY OF MAGNOLIA, TEXAS  
TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2022

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
	November 1, 20__	June 1, 2022	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Magnolia, Texas (the "City") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at Zions Bancorporation, National Association, dba Amegy Bank (the "Registrar") at its principal payment office in Houston, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of June 14, 2022, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check November 1 and May 11 until maturity or prior redemption, commencing November 1, 2022, to the registered owner of record as



of the close of business on the last business day of the month next preceding such Interest Payment Date.

THIS CERTIFICATE is one of a duly authorized issue of certificates of obligation, aggregating \$[20,000,000.00] (the “Certificates”), issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction, acquisition, renovation and equipment of improvements to the City water and sewer system, including the expansion of the Wastewater Treatment Plant, and (ii) the cost of professional services incurred in connection therewith..

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after November 1, 2032 prior to their scheduled maturities, in whole or from time to time in part, in principal amounts of \$5,000 or any integral multiples thereof, on November 1, 2031, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

[THE CERTIFICATES maturing on November 1 in the years \_\_\_\_, \_\_\_\_, and \_\_\_\_, (the “Term Certificates”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM CERTIFICATES MATURING NOVEMBER 1 IN THE YEAR 20\_\_

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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TERM CERTIFICATES MATURING NOVEMBER 1 IN THE YEAR 20\_\_

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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TERM CERTIFICATES MATURING NOVEMBER 1 IN THE YEAR 20\_\_

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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The particular Term Certificate to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before May 1 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificate to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Certificate that has been acquired by the City and delivered to the Registrar for cancellation or has

been optionally redeemed and which have not been made the basis for a previous reduction.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal payment office in Houston, Texas, for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to



the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

(AUTHENTICATION  
CERTIFICATE)



CITY OF MAGNOLIA, TEXAS

\_\_\_\_\_  
Todd Kana, Mayor  
City of Magnolia

\_\_\_\_\_  
Kandice Garrett, City Secretary  
City of Magnolia

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(c) Form of Registrar's Authentication Certificate.

#### AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

Zions Bancorporation, National Association,  
dba Amegy Bank  
As Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Signature  
Date of Authentication \_\_\_\_\_

(d) Form of Assignment.

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)  
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_  
attorney to transfer said Certificate on the books kept for registration thereof, with full power of  
substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature must be guaranteed  
by a member firm of the New York Stock  
Exchange or a commercial bank or trust  
company.

\_\_\_\_\_  
Registered Owner

NOTICE: The signature above must correspond  
to the name of the registered owner as shown  
on the face of this Certificate in every particular,  
without any alteration, enlargement or change  
whatsoever.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of  
this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings  
“INTEREST RATE” and “MATURITY DATE” shall both be  
completed with the words “As Shown Below” and the word “CUSIP”  
deleted;

(ii) in the first paragraph of the Certificate, the words “on the  
maturity date specified above” and “at the rate shown above” shall be  
deleted and the following shall be inserted at the end of the first  
sentence “..., with such principal to be paid in installments on April 1  
in each of the years and in the principal amounts identified in the

following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from schedule in Section 5]

(iii) the Initial Certificate shall be numbered I-1.

19. CUSIP Numbers; Bond Insurance. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates. If bond insurance is obtained by the Initial Purchaser, the Certificates may bear an appropriate legend as provided by the insurer.

20. Debt Service Fund; Tax Levy. There is hereby established a special fund of the City to be known as the City of Magnolia, Texas, Tax and Revenue Certificates of Obligation, Series 2022 Debt Service Fund (the “Debt Service Fund”), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates.

21. Pledge of Revenues. As authorized by Chapter 1502, Texas Government Code, the revenues to be derived from the operation of the City’s water and sewer system, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), not to exceed \$1,000, are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

22. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding an unpaid such

that the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

23. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

24. Sale; Purchase Agreement. The Certificates are hereby sold and shall be delivered to the Underwriter in an negotiated sale in accordance with the Purchase Agreement at a price of \$[\_\_\_\_\_.], representing the par amount of the Certificates, plus a premium amount of \$[\_\_\_\_\_.], less an underwriter's discount of \$[\_\_\_\_\_.], in accordance with the terms of the Purchase Agreement, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

25. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Certificates or other obligations of the City is the respective date on which such series or sub-series of the Certificates or other obligations of the City is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Certificates shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of the Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates,

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, directly or indirectly invest Gross Proceeds of the Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds of the Certificates (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Certificates by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Certificates and prior to the earlier of the final stated maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date, the City will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three years after the Issue Date.

26. Use of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (a) Premium in the amount of \$[\_\_\_\_\_] shall be used to pay the costs of issuance.
- (b) Premium in the amount of \$[\_\_\_\_\_] shall be used to pay the underwriter's discount.
- (c) Proceeds in the amount of \$[\_\_\_\_\_] (including premium in the amount



of \$[\_\_\_\_\_. \_\_\_\_]) shall be used for the purposes described in Section 3 of this Ordinance.

- (d) Any certificate proceeds remaining after making all such deposits and payments, plus earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

Proceeds from the sale of the Certificates shall be used for the purposes described in Section 3 of this Ordinance and for paying the costs of issuance of the Certificates. Any proceeds remaining after accomplishing the purposes set out in Section 3 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

27. Official Statement. The City hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement.

28. Continuing Disclosure Undertaking. As used in this Article, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at [www.emma.msrb.org](http://www.emma.msrb.org). The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the official statement authorized by Section 28 of this Ordinance, in Appendix A, exclusive of the schedules appearing under the headings “Tax Adequacy”, “Estimated Overlapping Debt”, and “Estimated Overlapping Tax”, and including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix C or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City



commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted by the Rule. All filings shall be made electronically, in the format specified by the MSRB.

(b) Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement

to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Texas law that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY

SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

29. Related Matters. The Mayor, the City Administrator and the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance, including without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, request, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with this Ordinance.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

31. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Ordinance, in the judgment of the Mayor, City Secretary and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council.

32. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

*(Signature page follows.)*

PASSED AND APPROVED on the 10<sup>th</sup> day of May, 2022.



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Todd Kana, Mayor  
City of Magnolia, Texas

ATTEST:

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Kandice Garrett, City Secretary  
City of Magnolia, Texas



ANLC Lease Purchase Quotes  
City of Magnolia PD  
May 4,2022

<i>2022 Chevrolet Tahoe PPV 2wd</i>	K9 Patrol
TIPS USA Purchase-- Lake Country Chevrolet	\$37,979
+ Emergency Fleet Service upfit	\$22,055
+ Dana Safety Supply upfit	\$14,207
+ ANLC Documentation fee	\$100
- <i>Down Payment</i>	\$0
Vehicle Total	\$74,341
<i>Estimated Start Date Q4.. 2022</i>	
2023 Payment(#1)	\$20,265
2024 Payment(#2)	\$20,265
2025 Payment(#3)	\$20,265
2026 Payment(#4)	\$20,265
Residual Purchase	\$1

**RESOLUTION NO. R-2022-021**

**RESOLUTION REGARDING NOMINATING CANDIDATE FOR APPOINTMENT TO  
GROUNDWATER REDUCTION PLAN CONTRACT REVIEW COMMITTEE**

**WHEREAS** The City of Magnolia, and the San Jacinto River Authority (the “Authority”) have heretofore entered into the certain Contract for Groundwater Reduction Planning (“GRP”), Alternative Water Supply, and Related Goods and Services (“GRP Contract”); and

**WHEREAS**, the GRP Contract provides that Participants that are municipalities, exclusive of the City of Conroe, Texas (collectively, “Voting Municipalities”, may appoint one member to serve on the six-member Review Committee to be constituted under the terms and conditions of Article II thereof; and

**WHEREAS**, Participant is a Voting Municipality, and the City Council for Participant deems it appropriate at this time to nominate a candidate for appointment to the Review Committee;

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

1. That the facts and recitations set forth in the preamble of this resolution are hereby, adopted, ratified, and confirmed.
2. That, as of the date hereof, the City of Magnolia whose address is 18111 Buddy Riley Blvd., Magnolia, Texas 77354, is qualified to be appointed to the Review Committee under the terms and provisions of the GRP Contract.
3. That James Corn is hereby nominated as a candidate for appointment to the Review Committee by Participant.
4. That the City of Magnolia is hereby authorized and directed to cause to be delivered a certified copy of this resolution to the Authority.

**PASSED and APPROVED** this 10<sup>th</sup> day of May, 2022.



THE CITY OF MAGNOLIA

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

ATTEST:

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

## ORDINANCE NO. O-2022-015

**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.**

\* \* \* \* \*

**WHEREAS**, The Planning and Zoning Commission of the City of Magnolia, Texas, on May 10, 2022, did conduct a public hearing for the purpose of taking public comment regarding proposed Conditional Use Permit. The proposed Conditional Use Permit would annotate the Official Zoning Map of the City; and

**WHEREAS**, The Planning and Zoning Commission in open deliberation found that proposed Conditional Use to be consistent with the City's adopted comprehensive plan and consistent with the best public interest; and **WHEREAS**, The Planning and Zoning Commission did then, by a \_\_-\_\_ vote of members present, recommended approval of the proposed Conditional Use Permit as shown in Exhibit A; and

**WHEREAS**, The City Council of the City of Magnolia, on May 10, 2022, did conduct its own public hearing for the purpose of taking public comment regarding the proposed Conditional Use Permit, as outlined in the Unified Development Code, Chapter 11 Permits and Procedures, Sec. 11-2-3.04; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, as well as its own deliberations, did determine that the proposed Conditional Use Permit to be consistent with the City's adopted comprehensive plan and consistent with the best public interest and approves the Conditional Use Permit for 823 Magnolia Blvd. in Magnolia, Texas for the use of preconstructed buildings in a non-residential, Public Use (PU) zoned district.

**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 Property for a Conditional Use Permit is hereby 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 Conditional Use of two preconstructed, portable buildings.



**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 and proper notice of the joint public hearing of the City Council and Planning and Zoning Commission was given as required by the Texas Local Government Code.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Magnolia, Montgomery County, Texas on this the 10<sup>th</sup> day of April, 2022.



CITY OF MAGNOLIA, TEXAS

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

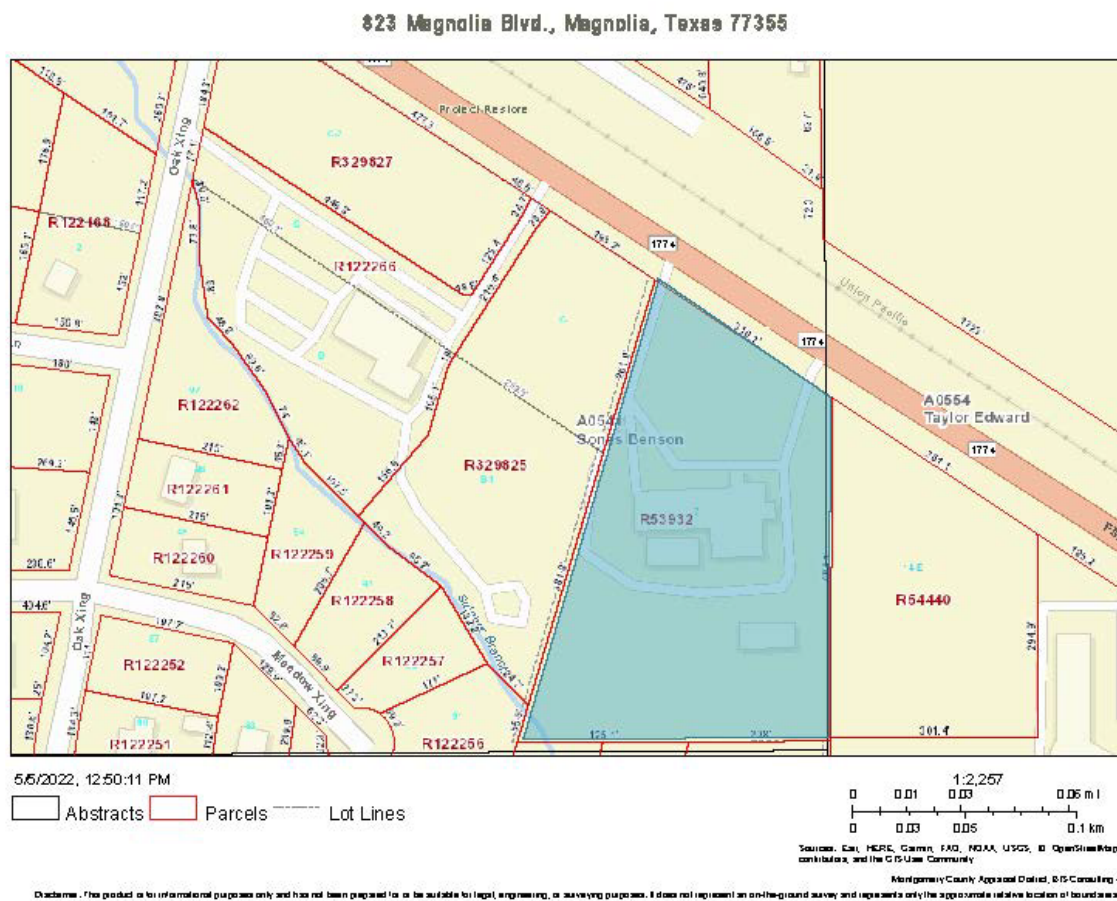
ATTEST:

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

## Exhibit "A"

Magnolia Church of Christ  
823 Magnolia Blvd.  
Magnolia, Texas 77355

Legal Description: A0542 – Sones Benson, Tract 7, Acres 4.9589  
Conditional Use: Preconstructed, portable buildings





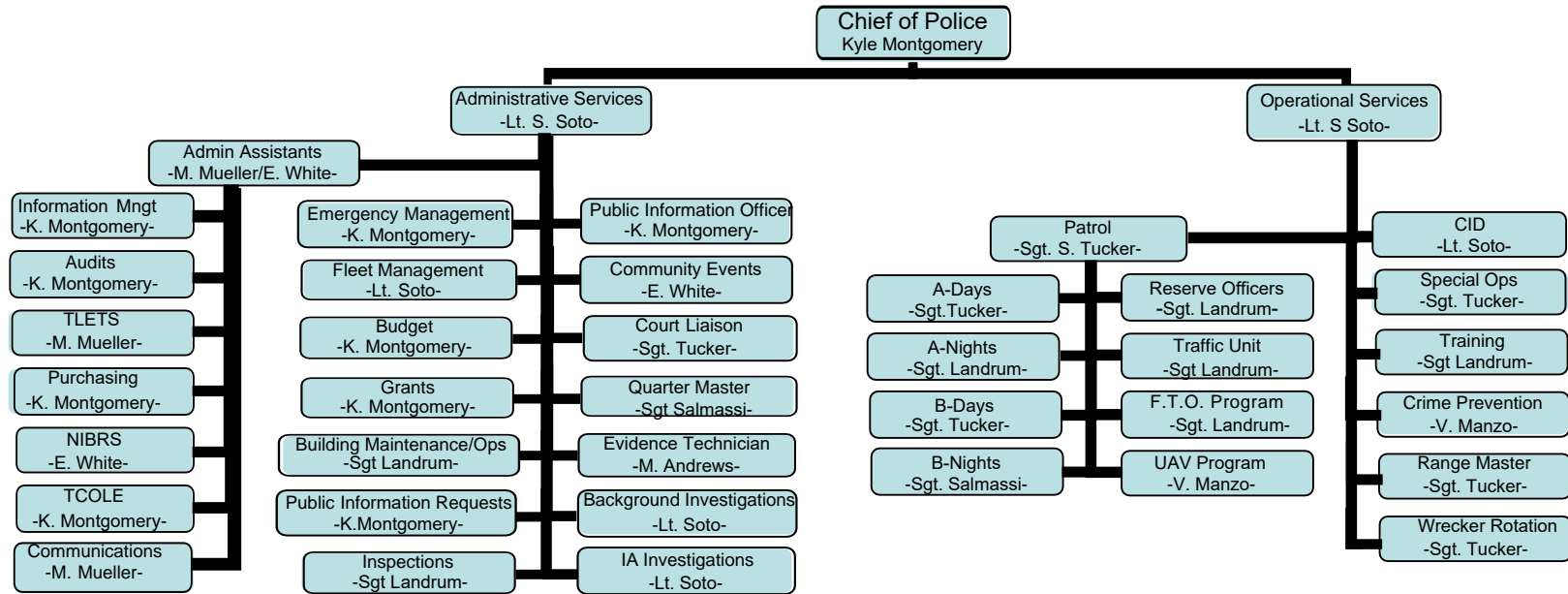
# DEPARTMENT REPORT

**April 2022**

Prepared by:  
Kyle Montgomery  
Chief of Police

# ADMINISTRATIVE

## Organizational Chart



# PATROL

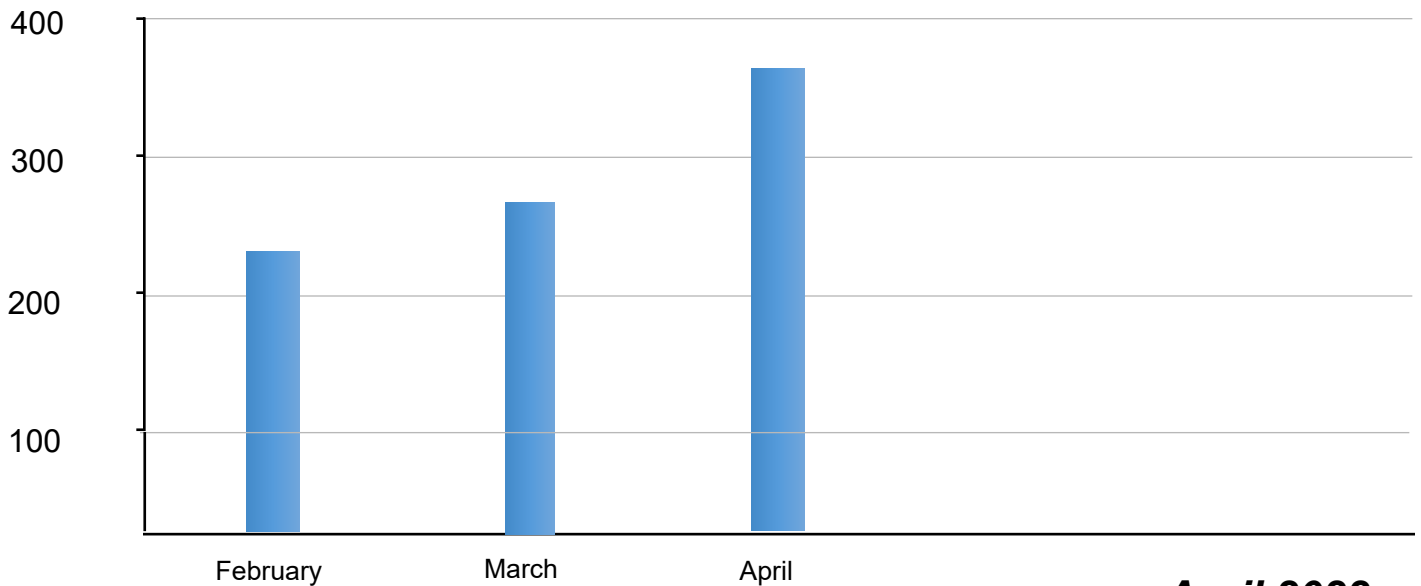
## CALL BREAKDOWN

	March	April	MONTHLY CHANGE
EMERGENCY	12	21	+9
NON-EMERGENCY	259	348	+89

## CALLS FOR SERVICE

	March	April	2022
Total Calls for Service	271	369	1,167

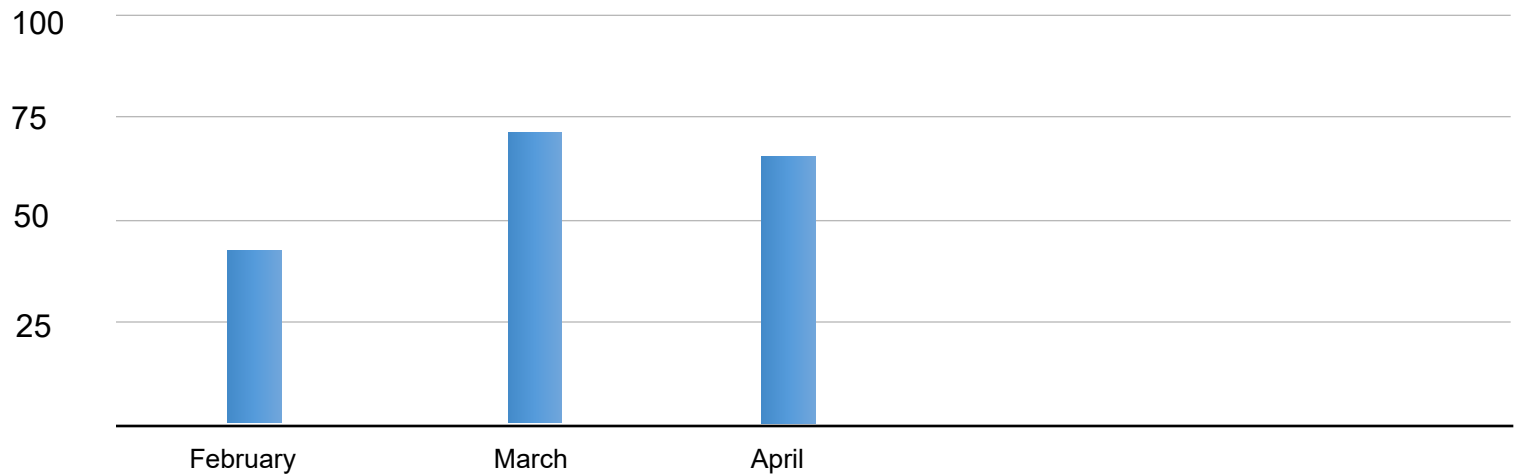
\*The total calls for service include all priorities, event entries, and officer initiated calls.



**April 2022**

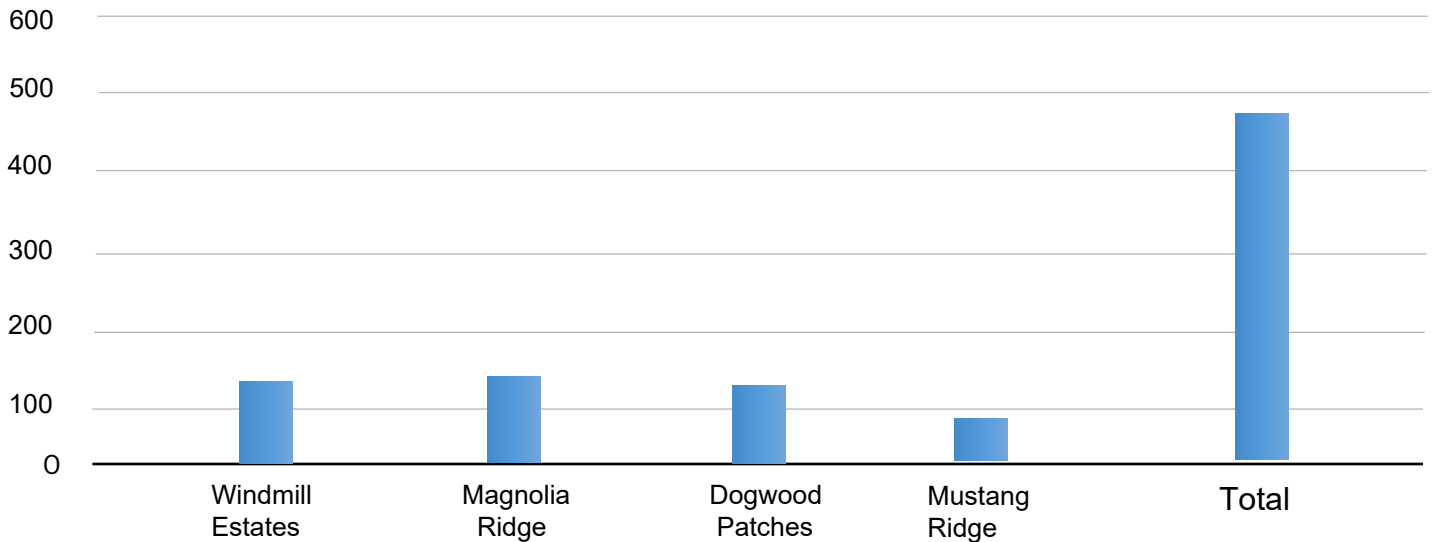
## OFFENSE REPORTS

	<i>March</i>	<i>April</i>
<b>Report Totals</b>	71	64



## RESIDENTIAL PATROLS

	<i>Windmill Estates</i>	<i>Magnolia Ridge</i>	<i>Dogwood Patches</i>	<i>Mustang Ridge</i>
<b>March</b>	146	115	156	153
<b>April</b>	130	134	129	93



***April 2022***

## CALL TOTALS

OFFENSES	March	April	MONTHLY CHANGE
Burglary of a Vehicle	1	0	-1
Burglary of a Building	2	1	-1
Burglary of a Habitation	0	0	-
Theft	5	5	-
Fraud/Forgery	1	2	+1
Criminal Mischief	2	2	-
Robbery	0	0	-
Assault/Family Violence	3	1	+2
Death Investigation	1	0	-1
Sexual Assault	0	0	-
Motor Vehicle Crash	20	22	+2
Alarms	18	23	+5
Medical calls	13	14	+1
Welfare Checks	8	19	+11
Disturbances	1	2	+1
Assist Outside Agency	10	18	+8
Narcotics	4	10	+6
DWI	5	7	+2
Suspicious Person/Vehicle	25	14	-9

*April 2022*

## CRIMINAL ARRESTS

	March	April	MONTHLY CHANGE
<b>TOTAL ARRESTS</b>	14	23	+9
<b>NARCOTICS</b>	5	10	+5
<b>DWI</b>	7	7	-

## TRAFFIC CONTACTS BY RACE

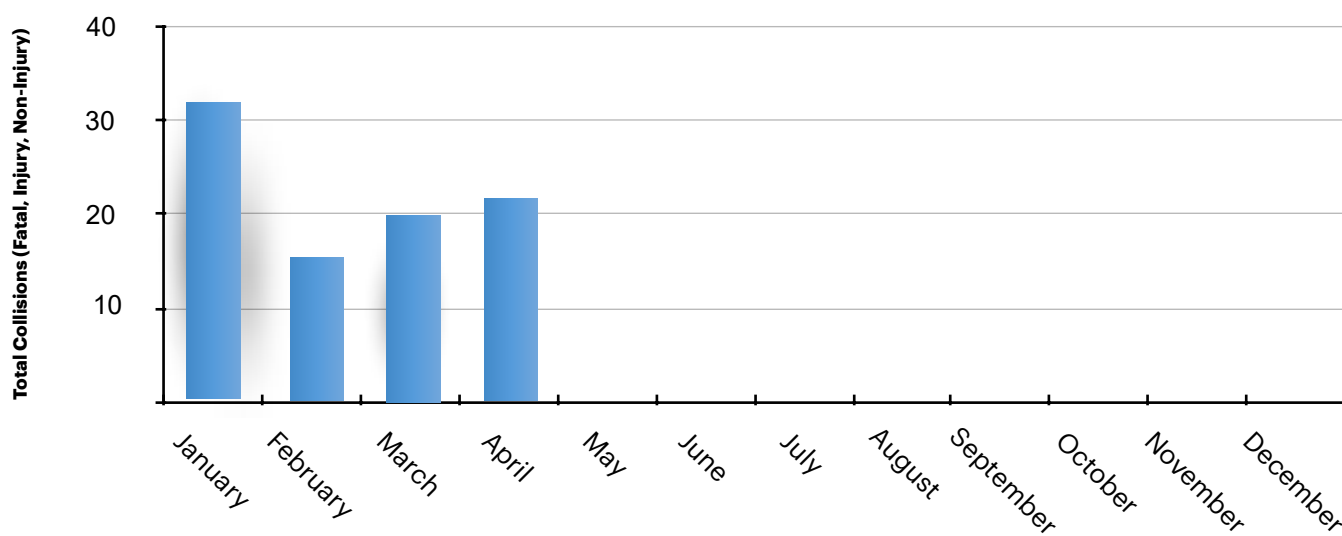
	Asian Pacific	Black	Hispanic	Alaskan Indian	White
<b>March</b>	12	40	166	0	378
<b>April</b>	4	44	162	0	338
<b>Change</b>	-8	+4	-4	-	-40



## TRAFFIC CRASHES

	March	April	MONTHLY CHANGE
Fatal	0	0	-
Injury	4	2	-2
Non-Injury	16	20	+4

## TRAFFIC CRASH TREND 2022



## TRAFFIC ENFORCEMENT

	March	April	MONTHLY CHANGE
FM 1488	282	260	-22
FM 1774	145	159	+14
Magnolia Blvd	217	261	-44
Buddy Riley	67	67	-
Nichols Sawmill	35	39	+4
Total Violations	740	741	+1

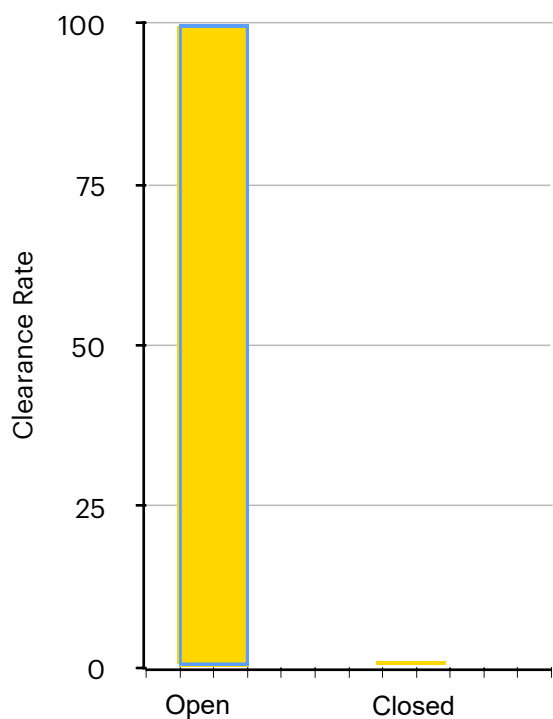
## COMMERCIAL PATROLS

	March	April
Business Checks	835	648
Business Contacts	32	25
Totals	867	673

## CRIMINAL INVESTIGATIONS

	March	April	MONTHLY CHANGE
Assault	0	1	+1
Sexual Assault	0	1	+1
Robbery	0	0	-
Death	0	0	-
<b>Persons Crime Totals</b>	<b>0</b>	<b>2</b>	<b>-</b>
Burglary-Building	2	0	+2
Burglary-Vehicle	1	0	-1
Burglary- Habitation	0	0	-
Theft	3	5	+2
Hit and Run Crashes	0	0	-
Financial Crime	1	0	-1
Criminal Mischief	1	0	-
Arrests/Warrants	4	2	-2
<b>Property Crime Totals</b>	<b>8</b>	<b>5</b>	<b>-3</b>

## Case Clearance Rates



	March	April	MONTHLY CHANGE
<b>Total Cases</b>	11	7	+4
<b>Cleared</b>	1	0	-1
<b>Monthly Clearance Rate</b>	9%	0%	

**Arrest Report Count**  
**MAGNOLIA POLICE DEPARTMENT**  
**From: 01/01/2022 To: 04/30/2022**

[illegible]



# Call Type Report

## MAGNOLIA POLICE DEPARTMENT

From: 04/01/2022

To: 04/30/2022

Call Type Description	Number of Calls
911 Hang up	1
Administration	16
Alarm	23
Animal Control	2
Arrest-Class A	2
Arrest-Class B	3
Arrest-Felony	8
Assault-Family Violence	1
Assist Magnolia PD	73
Assist Outside Agency	18
ATL/BOLO	6
Building Check	6
Burglary-Building	1
Business Check	648
Business Contact	25
Child Discipline	1
City Business	3
Civil	2
Commercial Patrol	2
Criminal Mischief	2
Disturbance in Progress	1
Disturbance Past	1
Fraud	2
Information	43
K9 narcotics deployment	2
K9 narcotics deployment-arrest	1
K9 training	2

# Call Type Report

## MAGNOLIA POLICE DEPARTMENT

From: 04/01/2022

To: 04/30/2022

Call Type Description	Number of Calls
Medical Call	14
Motorist Assist	3
MVA-Major	2
MVA-Minor	20
Open Door	1
OTHER	3
Recovered Missing Person	2
Residential Patrol-Dogwood Patches	130
Residential Patrol-Magnolia Ridge	134
Residential patrol-Mustang Ridge	93
Residential Patrol-Windmill Estates	129
Routine Patrol	145
SELECT	7
Supplement	1
Suspicious Person	8
Suspicious Vehicle	6
Theft-Felony	1
Theft-Misd	4
Traffic Hazard	6
Unity Park Patrol	53
Vacation Watch	1
Welfare Check	19



# City of Magnolia

## Public Works Report

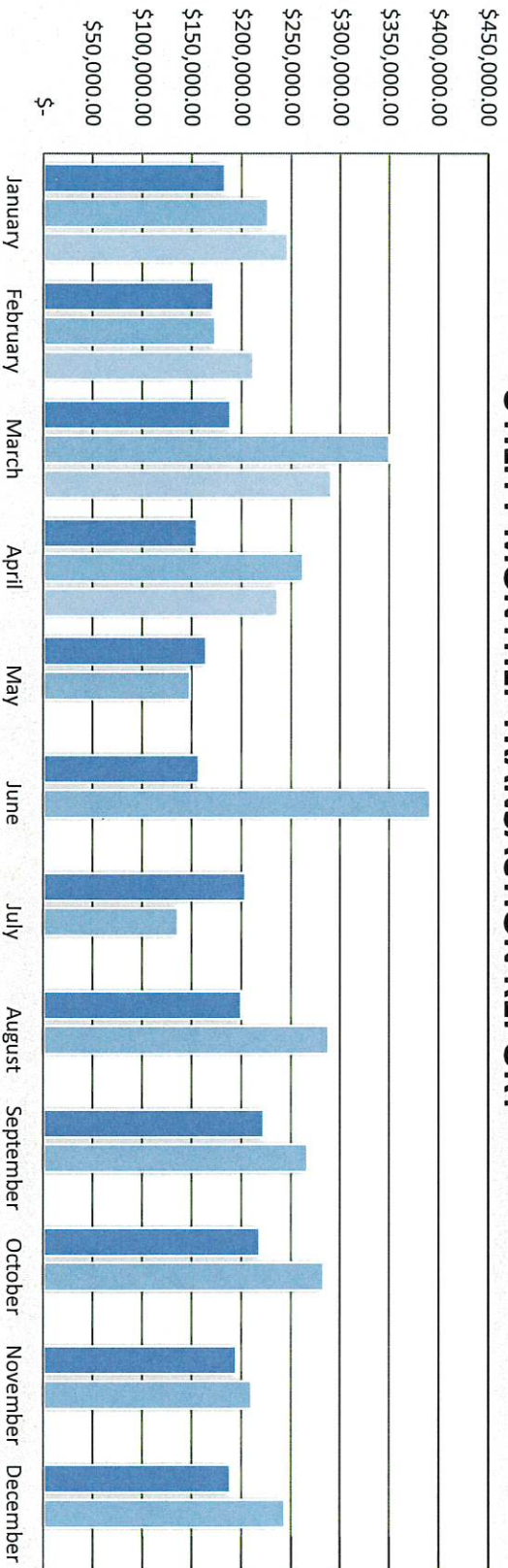
Apr-22

		# Worked/Completed		
AFTER HOURS CALLS		12		
Water leaks		8		
Water taps		90		
Sewer leaks		0		
Sewer taps		1		
Description		# Worked/Completed		
Hydrants/Blow-offs done		15		
Lift station CALLED IN REPAIRS		3		
Lift Station repairs by PW		1		
Street signs		3		
Street patching		5		
Unity Park PW events		3		
Unity Park PW Repairs		10		
Turn Off's/Turn On's		90	24	
Mowed	see	tracker	NONE	
Unity Park PW crew Workorders		20		
Work orders completed		163		
Shop work Description				
PD Vehicle repairs DAVID D.		1		
PD Oil changes DAVID D.		1		
PW Work Orders		24		
PW Vehicle Oil changes		5		
TOTAL		31		
		This year	Last Year	
		Apr-22	Apr-21	Difference
Gallons pumped well#1		2,856.000	69.000	2,787.000
Gallons pumped well#2		3,051.000	352.000	2,699.000
Gallons pumped well#3		20,407.000	17,617.000	2,790.000
Total for the month for all 3		26,314.000	18,038.000	8,276.000
*Sewer plants inspected 7 days a week by law*				
		Current yr.	Last yr.	
		Mar-22	Mar-21	Difference
Treated gallons pumped plant#1		7,042.000	4,611.000	2,431.000
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	1599	\$ 236,466.73	-9.84%
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	1547	\$ 246,438.19	-0.82%

## UTILITY MONTHLY TRANSACTION REPORT



■ 2020 ■ 2021 ■ 2022

# City Administrator's Report for May 10, 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:

04/06 Met with Staff Members to discuss next year's budget

04/07 Pre-Con meeting at Magnolia Village

04/07 Nichols Sawmill Sewer Line Phase 2 inspection

04/07 Teleconference with City Attorney and GrantWorks

04/07 Attended Bid Opening for New Well Site Clearing

04/12 Met with Representatives from Water Meter Supply Company

04/13 Teleconference with Grant Works

04/13 Teleconference with TxDOT concerning continuation of widening of FM 1488

04/19 Met with local Developer

04/20 Teleconference with Financial Advisor and Bond Rating Representative

04/21 Met with local newspaper Reporter

04/21 Met with Representatives from Habitat for Humanity

04/21 Attended P & Z meeting

04/21 Attended Candidate Public Forum

04/22 Teleconference with City Attorney and Grant Works

04/25 Met with local City Administrators and Managers

04/26 Attended weekly AEI Teams meeting

04/26 Met with local Developer

04/26 Met with Representatives from a Planning Company

04/26 Attended Chamber of Commerce Public Affairs Committee meeting

04/26 Met with Representatives from Planning Company

04/28 Attended Chamber of Commerce meeting

04/29 Met with Sewer Line Contractor

04/29 Teleconference with Grant Works

05/02 Teleconference with FEMA Representative

05/03 Conducted Department Head meeting

05/05 Met with City Engineer and Regional Transportation Planner

05/06 Teleconference with Grant Works and GLO Representative

I have attached a 2 - page Financial Summary

Don Doering

**City of Magnolia  
Financial Summary  
April 30, 2022  
59% of Fiscal Year**

	<b>Budgeted</b>	<b>Actual</b>	<b>Percent</b>
<b>General Fund</b>			
Revenue	\$4,457,243	\$4,197,545	94%
Expenses	\$4,429,496	\$3,348,501	76%
<b>Water &amp; Sewer Fund</b>			
Revenue	\$10,195,537	\$4,945,865	49%
Expenses	\$3,788,774	\$2,044,151	54%
<b>Capital Projects Enter.</b>			
Revenue	\$1,936,137	\$0	0%
Expenses	\$3,596,622	\$3,214,413	89%
<b>Debt Service</b>			
Revenue	\$786,235	\$754,837	96%
Expenses	\$785,718	\$131,217	17%
<b>4B Community Dev.</b>			
Revenue	\$506,000	\$358,204	71%
Expenses	\$379,018	\$129,047	34%
<b>4A Economic Dev.</b>			
Revenue	\$803,000	\$739,973	92%
Expenses	\$96,152	\$67,072	70%
<b>Red Light Camera</b>			
Revenue	\$0	\$22	100%+
Expenses	\$50,000	\$44,943	90%
<b>445 Road Repair</b>			
Revenue	\$412,000	\$370,544	90%
Expenses	\$300,000	\$1,860	1%
<b>Hotel/Motel Occup.</b>			
Revenue	\$40,000	\$36,615	92%
Expenses	\$40,000	\$12,829	32%
<b>MC Security Fund</b>			
Revenue	\$7,000	\$5,552	79%
Expenses	\$5,000	\$3,754	75%

**City of Magnolia  
Financial Summary  
April 30, 2022  
59% of Fiscal Year**

	Budgeted	Actual	
<b>MC Tech. Fund</b>			
Revenue	\$9,000	\$6,236	69%
Expenses	\$8,100	\$6,203	77%
<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	\$122,174	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	\$457	229%
<u>Expenses</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
<b>Total Revenue</b>	<b>\$19,276,667</b>	<b>\$11,553,639</b>	<b>60%</b>
<b>Total Expenses</b>	<b>\$13,596,375</b>	<b>\$9,050,238</b>	<b>67%</b>
<b>Total Rev - Capital P.</b>	<b>\$17,340,530</b>	<b>\$11,553,639</b>	<b>67%</b>
<b>Total Exp. - Capital P.</b>	<b>\$9,999,753</b>	<b>\$5,835,825</b>	<b>58%</b>

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	4/25/22	PRECIOUS BAIN:REFUND DEP	250.00
		SHARELLE OR VINCENT AL	4/18/22	SHARELLE OR VINCENT ALAIMO	1,700.00
		TEXAS MUNICIPAL	4/14/22	TMRS	13,045.37
		INTERNAL REVENUE SERVICE	4/01/22	FEDERAL INCOME TAX W/H	6,463.19
			4/18/22	FEDERAL INCOME TAX W/H	6,407.93
			4/29/22	FEDERAL INCOME TAX W/H	6,678.66
			4/01/22	FICA WITHHOLDING	4,548.20
			4/18/22	FICA WITHHOLDING	4,621.25
			4/29/22	FICA WITHHOLDING	4,762.71
			4/01/22	MEDICARE WITHHOLDING	1,063.71
			4/18/22	MEDICARE WITHHOLDING	1,080.79
			4/29/22	MEDICARE WITHHOLDING	1,113.89
		TX CHILD SUPPORT DISBURSEMENT UNIT	4/01/22	#201127387-0012459516 - HU	325.38
			4/18/22	#201127387-0012459516 - HU	325.38
			4/29/22	#201127387-0012459516 - HU	325.38
			4/01/22	001227164411DCV19205-SMITH	219.23
			4/18/22	001227164411DCV19205-SMITH	219.23
			4/29/22	001227164411DCV19205-SMITH	219.23
			4/01/22	CAUSE#2014-22240 MANZO, JR	304.78
			4/18/22	CAUSE#2014-22240 MANZO, JR	304.78
			4/29/22	CAUSE#2014-22240 MANZO, JR	304.78
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	4,420.29
		TEXAS DIVISION OF EMERGENCY MANAGEMENT	4/18/22	TDEM RECOUPING FUNDS DR-42	3,140.25
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	4/12/22	MILL CRK TRIBUTARY #4 CLOM	560.00
			4/12/22	MYRTLE GARDENS WSDP PLN RE	117.50
			4/12/22	JIFFY LUBE PLAN REVIEW	435.00
			4/12/22	MAG VLG,MYRTLE GRD,BBQ EQ	1,696.25
			4/12/22	MAG VLG,MYRTLE GRD,BBQ EQ	212.50
			4/12/22	MAG VLG RETAIL CTR WSDP	1,201.25
			4/12/22	CLEARWATER EXPRESS	425.00
			4/12/22	WINDMILL ESTATES WSDP	348.75
			4/12/22	WINDMILL ESTATES-DRAINAGE	880.00
			4/12/22	MUSTANG RIDGE SEC 3 PREL P	1,526.25
			4/12/22	MAG RIDGE FOREST SEC 20 PR	1,177.50
			4/12/22	ESCONDIDO SEC 7 PREL PLAT	1,177.50
			4/12/22	ESCONDIDO SEC 9 PREL PLAT	1,017.50
			4/12/22	MAG VLG SOUTH PRELIM PLAT	1,017.50
			4/12/22	MILL CRK ESTATES SEC 6A FI	1,332.50
			4/12/22	MILL CRK EST. SEC 6B FINAL	1,332.50
			4/12/22	MILL CRK EST. SEC 6C FINAL	1,211.25
			4/12/22	TFC JIFFY COMMERCIAL FINAL	1,036.25
			4/12/22	W&SS UTIL-ESCONDIDO PRADOO	1,713.75
			4/12/22	ALLORA MAGNOLIA	2,571.25
		GLOBE LIFE/LIBERTY NATIONAL	4/05/22	GLOBE LIFE/LIBERTY NATL 4/	559.02
		CALIFORNIA STATE DISBURSEMENT UNIT	4/12/22	CALIFORNIA STATE DISBURSEM	349.84
			4/01/22	CASE ID20000002223575-FON	54.02
			4/29/22	CASE ID20000002223575-FON	349.84
		OMNI BASE SERVICES OF TEXAS, LP	4/12/22	OMNI FEES-QTR END 3/31/202	850.00
		TYLERWORKS, INCODE DIVISION	4/12/22	INCODE COLL.AGY EXPORT LIC	687.50
		TML ADMINISTRATIVE SERVIC	4/12/22	TML SHARE OF ANNUAL COSTS	577.50
				TOTAL:	86,262.13
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL	4/14/22	TMRS	860.50
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	351.05
			4/18/22	FICA WITHHOLDING	350.78
			4/29/22	FICA WITHHOLDING	362.67

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/01/22	MEDICARE WITHHOLDING	82.10
			4/18/22	MEDICARE WITHHOLDING	82.04
			4/29/22	MEDICARE WITHHOLDING	84.82
		AMERICAN EXPRESS	4/12/22	ADOBE ACROPRO SUBS	16.08
			4/12/22	ADOBE ACROPRO SUBS	16.08
			4/12/22	GRTR MAGNOLIA PKW CH LUNCH	20.00
			4/12/22	AGEX AGRILIFE-SUNDQUIST TR	160.00
			4/12/22	BROOKSHIRE-FOOD FOR P&Z MT	73.38
		HEARST NEWSPAPERS,LLC	4/05/22	PUB HEARING-UDC, SIGNS, PE	86.79
			4/25/22	RE:FENCE VARIANCE 545 MELT	70.20
		BUREAU VERITAS NORTH AMERICA, INC.	4/12/22	021464-13774 JORDAN LEWIS	4,378.84
			4/12/22	021468-13740 JORDAN LEWIS-	4,378.84
			4/12/22	022665-13650 FM1488-HERITG	9,609.84
			4/12/22	001573-MAG RIDGE FOREST SE	1,054.50
			4/12/22	001785-MAG RIDGE FOREST SE	1,105.60
			4/12/22	001783-MAG RIDGE FOREST SE	988.70
			4/12/22	001682-235 ALDER LAURELS C	1,329.95
			4/12/22	001784-831 DEERHURST LN	849.05
			4/12/22	002229-231 ALDER LAURELS C	785.00
			4/12/22	002231-227 ALDER LAURELS C	785.00
			4/12/22	003029-411 JEWETT MEADOW D	864.10
			4/12/22	003037-41688 SORRELL SPRIN	1,297.75
			4/12/22	003035-391 JEWETT MEADOW D	933.75
			4/12/22	003033-387 JEWETT MEADOW D	1,000.60
			4/12/22	003356-41631 SORRELL SPRIN	1,071.30
			4/12/22	003358-538 BROKEN BOULDER	1,139.55
			4/12/22	004239-41527 STANOEDE STRE	891.40
			4/12/22	004211-223 ALDER LAURELS C	1,029.65
			4/12/22	004236-41680 SORRELL SPRIN	1,136.05
			4/12/22	004209-219 ALDER LAURELS C	852.20
			4/12/22	005234-1035 BRIGHTON ORCHA	76.92
			4/12/22	005236-920 PICKERING ROW	76.92
			4/12/22	005373-111 TEXARKANA	76.92
			4/12/22	005387-200 COUNTRY CROSSIN	133.95
			4/12/22	005587-708 AUTUMN LAKE LN	76.92
			4/12/22	005164-226 ALDER LAURELS C	846.95
			4/12/22	005169-452 JEWETT MEADOW D	785.00
			4/12/22	005166-202 ALDER LAURELS C	1,035.60
			4/12/22	005167-440 JEWETT MEADOW D	785.00
			4/12/22	005908-423 ROSEBANK RANCH	76.92
			4/12/22	005924-1048 BRIGHTON ORCHA	76.92
			4/12/22	006375-130 COMBER RD	76.92
			4/12/22	007170-334 PICKWICK GARDEN	76.92
			4/12/22	007226-207 PRESTON DR	76.92
			4/12/22	007931-111 SHADOW SPRINGS	76.92
			4/12/22	008341-924 PICKERING OAK R	76.92
			4/12/22	008343-854 DEERHURST LN	76.92
			4/12/22	008344-1011 BRIGHTON ORCHA	76.92
			4/12/22	008345-948 PICKERING OAK R	76.92
		JK GRAPHICS, INC	4/21/22	48X48 ARTWORK AWARD BANNER	504.00
		LEONARD V SCHNEIDER IV dba	4/12/22	LILES PARKER-LEGAL FEES MA	7,658.90
		STRAND ASSOCIATES, INC	4/22/22	ON-CALL ENGINEERING THRU M	261.25
		ENCODE PLUS, LLC	4/07/22	ENCODE PLUS, LLC ADDT'L SE	500.00
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	2,000.62
		THE LAWTON LAW FIRM, P.C.	4/12/22	RE: UNIGAS RATE TARIFFS	2,040.00
		GREATAMERICAN FINANCIAL SRVCS	4/05/22	GREATAMERICAN FIN SVCS-ADM	226.67



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		HUNT, CLYDE M	4/12/22	CODE COMPLIANCE 3/9-4/12/2	2,000.00
		GOVOFFICE, LLC	4/25/22	GOVOFFICE WEBSITE HOSTING	780.00
		REDWINE, SHANNA RENEE	4/25/22	REDWINE-PROSECUTOR 4/19/22	450.00
			4/25/22	REDWINE-PROSECUTOR 4/5/22	450.00
		GO TO COMMUNICATIONS, INC.	4/12/22	CONNECT BUNDLE PRO-APRIL	174.20
		GRAPHIC RESULTS	4/21/22	GRAPHIC RESULTS-T SHIRTS B	991.00
			4/29/22	COOKOFF TROPHIES	300.00
		OPTIMUM COMPUTER SOLUTIONS, INC	4/25/22	COMPUTER TECH SVC-MARCH	468.75
		THE CHAPMAN FIRM PLLC	4/12/22	RE:NICH/SAWM SEWER PROJ PH	186.00
			4/12/22	RE: TIMBERBROOK DRAINAGE P	874.00
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	4/12/22	GEN CONSULTATION THRU 3/19	16,886.73
			4/12/22	PERMITS/ROW APPLICATIONS-3	390.00
			4/12/22	OVERALL UTILITY MAP-GIS DA	103.50
			4/12/22	NEGOTIATE CONTRACT-AUDUBON	352.50
			4/12/22	SB3 EMERG PREPAREDNESS PLN	5,296.25
			4/12/22	PINE GROVE BAPTIST CH UTIL	117.50
			4/12/22	DRAINAGE IMPACT-FM1488/149	637.50
		OPTIQUEST INTERNET SERVICES, INC.	4/12/22	EMAIL SPAM FILTERING	120.00
			4/25/22	EMAIL HOSTING THRU 3/17/22	209.10
		ST9 GAS & OIL	4/18/22	ST9 GAS & OIL 1st tax reb	852,067.87
		PARTY IN A TENT, LLC	4/12/22	PARTY IN A TENT, LLC	972.50
			4/18/22	PARTY IN A TENT, LLC FINA	972.50
		OFFICE DEPOT, INC.	4/12/22	INK CARTRIDGES (2)-CODE EN	71.40
			4/12/22	INK CARTRIDGE-PERMITS	61.89
			4/12/22	COPY PAPER-4 BOXES	147.96
			4/12/22	BATTERIES,AA-24/PK	13.51
			4/12/22	MANILA FILE FOLDERS-2 BX	10.56
			4/12/22	CERTIFICATES W/SEAL-PERMIT	21.36
			4/25/22	BLK INK CARTRIDGE,FILE FOL	51.49
			4/25/22	AA ENERGIZER BATTERIES (24	7.83
		PETTYCASH	4/21/22	PETTYCASH-COOKOFF	150.00
		SKELTON BUSINESS EQUIPMENT	4/12/22	TONER COLLECTION CONTAINER	40.00
			4/25/22	FINANCE-COPIES	25.49
			4/25/22	ADMIN COLOR COPIES	155.55
			4/25/22	ADMIN B/W COPIES	82.59
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	89.66
		TYLERWORKS, INCODE DIVISION	4/25/22	INCODE PROJECT MANAGEMENT	250.00
		TML ADMINISTRATIVE SERVIC	4/12/22	TML SHARE OF ANNUAL COSTS	192.50
		AT&T MOBILITY	4/25/22	CELL PHONE-CODE ENFORCEMEN	39.24
			4/25/22	CELL PHONES-ADMINISTRATOR	39.24
		PITNEY BOWES PURCHASE POWER	4/18/22	PITNEY BOWES PURCHASE POWE	145.00
			4/05/22	PURCHASE POWER ADDED 3/28	145.00
				TOTAL:	942,493.15
POLICE	GENERAL FUND	MISC. VENDOR TEXAS POLICE TRAINERS	4/12/22	CRISIS INTERVENTION-MANZO	150.00
		THOMAS LANDRUM	4/12/22	LANDRUM:REISSUE CK#39154	46.00
		TEXAS MUNICIPAL	4/14/22	TMRS	5,690.40
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	2,418.83
			4/18/22	FICA WITHHOLDING	2,352.86
			4/29/22	FICA WITHHOLDING	2,439.73
			4/01/22	MEDICARE WITHHOLDING	565.69
			4/18/22	MEDICARE WITHHOLDING	550.27
			4/29/22	MEDICARE WITHHOLDING	570.58
		O'REILLY AUTOMOTIVE, INC	4/12/22	126830-OEX BRAKE PADS #130	66.16
		AMERICAN EXPRESS	4/12/22	ADOBE ACROPRO SUBS	16.23
			4/12/22	ECHELON FRONT ONLINE	49.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/12/22	SUNOCO-FUEL	44.14
			4/12/22	H E B GAS	74.25
			4/12/22	FACEBK	85.00
			4/12/22	HOUSTON CHRONICLE-SUBSCRIP	17.28
			4/12/22	BROOKSHIRE	58.00
			4/12/22	BROOKSHIRE	3.78
			4/12/22	ADOBE PRODUCTS	16.08
			4/12/22	AMZN MKTP	24.99
			4/12/22	AMZN MKTP	49.99
			4/12/22	AMAZON PRIME SUBSCRIPTION	14.99
			4/12/22	AMZN MKTP	9.99
			4/12/22	AMAZON.COM	211.96
			4/12/22	AMZN MKTP	74.44
			4/12/22	AMZN MKTP	31.93
			4/12/22	AMZN MKTP	232.25
			4/12/22	AMZN MKTP	30.28
			4/12/22	WIRELESS CELLUTI	135.00
			4/12/22	AMZN MKTP	35.97
			4/12/22	QUENCH USA	98.00
			4/12/22	QUENCH USA	98.00
			4/12/22	AMAZON.COM	53.00
			4/12/22	AMAZON.COM	106.00
		BOB'S AUTO SERVICE	4/25/22	4 VEHICLE INSPECTIONS-P/D	102.00
		COBAN TECHNOLOGIES, INC	4/12/22	BODY CAMERA DIAG SVC	140.00
		TLO, LLC	4/12/22	SOCIAL MEDIA CHECKS-MAR US	205.00
		W&G AUTO & INDUSTRIAL	4/12/22	628929-ABS SENSOR #1902	39.49
			4/12/22	629111-WHEEL BEARING ASSY-	276.99
			4/12/22	630002-FLEET BEARING ASSY-	276.99
			4/12/22	630122-AIR FILTERS (2) #16	54.98
			4/12/22	630122-MOTOR TUNE-UP 160Z	8.49
			4/12/22	630844-BATTERY PD WRAP	435.98
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	17,001.86
		WALLER COUNTY PAINT & BODY LLC	4/05/22	INV40394-REMOVE GRAPHICS 2	250.00
			4/05/22	INV 42492-1901-STARTER,FIL	332.85
			4/05/22	INV42523-1902-FILTER, PUMP	670.60
		GREATAMERICAN FINANCIAL SRVCS	4/05/22	GREATAMERICAN FIN SVCS-PD	226.67
		S & B STORAGE & TOWING	4/25/22	TOW#1801 TODD MISSION-WALL	100.00
		MEDELLA URGENT CARE, PLLC	4/05/22	RIDDICKS, MANZO	70.00
		THE GOODYEAR TIRE & RUBBER COMPANY	4/12/22	TIRES (2)/INSTALLATION #07	251.12
		VERIZON CONNECT NWF, INC	4/25/22	INTERNET SVC CHGS-MARCH	129.52
		OPTIMUM COMPUTER SOLUTIONS, INC	4/12/22	TREND MICRO WORRY FREE BUS	993.60
			4/12/22	PORTABLE DVD WRITER	38.49
			4/25/22	COMPUTER TECH SUPPORT-MARC	281.25
		OPTIQUEST INTERNET SERVICES, INC.	4/12/22	HOSTING REMOTE BACKUP	315.00
			4/12/22	EMAIL SPAM FILTERING	180.00
			4/25/22	EMAIL HOSTING THRU 3/17/22	313.65
		MATTHEW CLINE	4/12/22	GRAPHICS/INSTALL-TAHOE #47	800.00
			4/12/22	WINDOW PERF-REMV OLD/INST	200.00
			4/12/22	PROD/INST REAR WINDOW PERF	200.00
		GALL'S, LLC	4/25/22	TEXTROP2 L/S ZIP SHIRT	62.50
			4/25/22	SHIRTS,PANTS,WINDBRK-RIDDI	255.44
			4/25/22	2 LTWEIGHT TACT PANTS-SALM	89.18
			4/25/22	SAFETY VEST-RIDDICKS	63.70
			4/25/22	WINDBRKER W/LETTERS-BONILL	55.83
		OFFICE DEPOT, INC.	4/12/22	COPY PAPER-3 BOXES	110.97
			4/12/22	PERM FINE MARKERS PK OF 36	23.72

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/12/22	STAMP PAD INK REFILL (2)	13.38
		SKELTON BUSINESS EQUIPMENT	4/25/22	PD COLOR COPIES	47.45
			4/25/22	PD B/W COPIES	15.24
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	6,026.64
			4/14/22	TML INTERGOVERNMENTAL RISK	4,554.50
			4/14/22	TML INTERGOVERNMENTAL RISK	2,622.50
		AT&T MOBILITY	4/25/22	CELL PHONES-POLICE DEPT	1,064.78
		INTERSTATE ALL BATTERY CE	4/05/22	1.5V ALK AA WORKAHOLIC 24-	19.00
				TOTAL:	55,341.42
PUBLIC WORKS	GENERAL FUND	MISC. VENDOR RMA TOLL PROCESSING	4/12/22	TOLL/FEES LICENSE 1368986	21.44
		TEXAS MUNICIPAL	4/14/22	T M R S	2,627.31
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	1,147.56
			4/18/22	FICA WITHHOLDING	1,293.68
			4/29/22	FICA WITHHOLDING	1,310.56
			4/01/22	MEDICARE WITHHOLDING	268.41
			4/18/22	MEDICARE WITHHOLDING	302.56
			4/29/22	MEDICARE WITHHOLDING	306.53
		O'REILLY AUTOMOTIVE, INC	4/12/22	127584-LIGHT BULBS - PW17	32.98
			4/12/22	133362-WIPER BLADES-PW09&P	132.96
			4/12/22	133621-CAB LIGHT KIT - PW3	22.67
			4/12/22	133902-AIR/FUEL/OIL FLTR-P	101.43
			4/12/22	133902-CRNKCAS FLTR-PW09	74.89
			4/12/22	133902-ENG SHINE/CLEANER	13.48
			4/12/22	133902-4GL MOTOR OIL	107.96
			4/12/22	133902-SHOP TOWELS, SCREWDR	42.97
			4/12/22	133902-FUEL/WAT SEP-PW09	82.07
			4/12/22	134811-BARO/MAP SENSOR-PW0	195.99
			4/12/22	134811-AIR TEMP SENSOR-PW0	11.14
			4/12/22	134884-FUEL FLT CAP-PW09	51.95
			4/12/22	134884-SOCKET, PRY BAR SET	34.98
		AMERICAN EXPRESS	4/12/22	BROOKSHIRE-P/W WATER	24.44
			4/12/22	AMZN-WIRELESS PHONE CASE (	86.40
			4/12/22	AMZN-LASER LEVEL, TRIPOD	861.01
			4/12/22	BROOKSHIRE-WATER, GATORADE	41.41
		JK GRAPHICS, INC	4/25/22	DECALS FOR PW32 AND PW 33	69.00
		BOB'S AUTO SERVICE	4/25/22	VEHICLE INSPECTION-P/W	25.50
		BOBCAT OF HOUSTON	4/12/22	BOBCAT40" FLAIL MOWER #127	7,202.40
		W&G AUTO & INDUSTRIAL	4/12/22	629128-FRONT BRK PADS - P	102.99
			4/12/22	629128-HAND & NAIL BRUSH	5.98
			4/12/22	629128-DRILL SET, EXTRACTOR	70.27
			4/12/22	629128-BUNGEE 5PC FATSTRAP	15.99
			4/12/22	630122-GAUGE FOR SHOP	37.99
			4/12/22	630595-GOLF CART BATTERY &	187.00
			4/12/22	630711-LAMP, DRIVING SET P/	42.28
			4/12/22	630776-WIREBRUSH, PX ALUM	13.74
			4/12/22	630776-PLIERS, ADJ WRENCHES	53.27
			4/12/22	630776-BLASTER LUBE, SPEC P	26.96
			4/12/22	631046-AIR FLOW SENSOR - P	183.99
			4/12/22	631046-CORE DEP, AIR TEMP S	77.08
			4/12/22	631046-FILTERCAP - PW09	59.24
		LANSDOWNE-MOODY CO, LP	4/12/22	PARTS FOR MOWERS	163.02
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	15,004.65
		MIDTEX OIL, L.P.	4/12/22	UNLD GASOLINE 3/22/22 DELI	2,184.35
			4/25/22	UNLD RFG TW 87/ETH 10%B-4/	2,084.66
		DANIEL REYNOSO VAZQUEZ	4/12/22	TREE REMOVAL-KELLY RD/EDWA	600.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		RAGO TRAINING	4/05/22	J LUCAS-WATER UTILITY 4/12	315.00
		MEDELLA URGENT CARE, PLLC	4/05/22	CAIN,EASLEY,MARCOTTE	105.00
		PATTERSON EQUIPMENT COMPANY	4/25/22	VLOC3-PRO RECEIVER/TRANSMI	4,238.00
			4/25/22	RECHARGABLE BATTERIES IN H	796.45
		SUMMER ENERGY, LLC	4/18/22	STREET LIGHTS	31.94
			4/12/22	151 COE RD-STREET LIGHTS	15.00
			4/12/22	151 COE RD-STREET LIGHTS	130.83
			4/12/22	151 COE RD-STREET LIGHTS	101.00
			4/12/22	151 COE RD-STREET LIGHTS	535.14
			4/12/22	538 SABINO SKY CT	15.95
			4/12/22	151 COE RD-STREET LIGHTS	258.66
			4/12/22	151 COE RD-STREET LIGHTS	141.98
			4/12/22	151 COE RD-STREET LIGHTS	536.28
			4/12/22	151 COE RD-STREET LIGHTS	613.78
			4/12/22	151 COE RD-STREET LIGHTS	962.03
		MAGNOLIA HARDWARE AND SUPPLY	4/12/22	145646-TANK BOLTS W/MISC M	22.79
			4/12/22	145676-RUGGED REACHER, SHOV	65.98
			4/12/22	145691-MAGNETIC PICK-UP PA	21.99
			4/12/22	145718-14" CLAMP CABLE TIE	12.99
			4/12/22	145852-RUBBER BOOTS-CHRIST	23.59
			4/12/22	145924-STIHL MS311 CHAINSA	491.98
			4/12/22	145930-DUSTER,DUST PAN	21.98
			4/12/22	145970-SILI CLR,STIHL OIL	26.00
			4/12/22	145970-GAS CAN 2.5 GAL NO-	29.99
			4/12/22	146001-PREM COW DRIVER GLV	17.99
			4/12/22	146027-PLIER SET 6" SLIP	21.99
			4/12/22	146061-SPEC FIRE ANT KILLE	31.98
			4/12/22	146064-STIHL PROPACK GLASS	16.00
			4/12/22	146120-RAINCOAT W/HOOD	14.99
			4/12/22	146140-ADHESIVE LIQ-P/W #3	13.98
			4/12/22	146156-PAINT SPRAY GLS (6)	43.94
		OFFICE DEPOT, INC.	4/12/22	NOTEBOOKS (15)	10.65
			4/25/22	FILE FOLDERS	11.11
		UNIFIRST CORPORATION	4/12/22	PUBLIC WKS UNIFORMS CLEANE	1,182.50
			4/12/22	JACKET-D. SHANNON	41.59
			4/12/22	JACKET-JEFF M.	44.09
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	2,457.38
			4/14/22	TML INTERGOVERNMENTAL RISK	1,805.50
		TRACTOR SUPPLY COMPANY	4/12/22	685891-BATTERY CHGR/BATTER	344.97
			4/12/22	526464-NOZZLE,FLEXZILLA HO	63.98
			4/12/22	687857-HOSE FITTINGS	36.96
		AT&T MOBILITY	4/25/22	CELL PHONES-PUBLIC WORKS	<u>636.93</u>
			TOTAL:		53,718.00
MUNICIPAL COURT	GENERAL FUND	TEXAS MUNICIPAL	4/14/22	TMRS	482.22
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	205.55
			4/18/22	FICA WITHHOLDING	205.55
			4/29/22	FICA WITHHOLDING	209.98
			4/01/22	MEDICARE WITHHOLDING	48.07
			4/18/22	MEDICARE WITHHOLDING	48.07
			4/29/22	MEDICARE WITHHOLDING	49.11
		AMERICAN EXPRESS	4/12/22	AMZN-COURT FINGERPRINT KIT	39.45
			4/12/22	TMCEC-COURT CLK TRNG-HESSE	250.00
			4/12/22	TMCEC-COURT ADM TRNG-SUARE	250.00
			4/12/22	STAMPS.COM	24.99
		JK GRAPHICS, INC	4/25/22	1000 MUNI COURT ENVELOPES	219.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		ROSENQUIST, ROBERT	4/07/22	ROSENQUIST, ROBERT 3/2022	1,000.00
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	2,000.62
		REDWINE, SHANNA RENEE	4/05/22	REDWINE, SHANNA RENEE 3/1	450.00
			4/05/22	REDWINE, SHANNA RENEE 3/22	450.00
		OPTIMUM COMPUTER SOLUTIONS, INC	4/25/22	COMPUTER TECH SVC-MARCH	62.50
		OPTIQUEST INTERNET SERVICES, INC.	4/25/22	EMAIL HOSTING THRU 3/17/22	104.55
		OFFICE DEPOT, INC.	4/25/22	COPY PAPER-1 CS	38.99
		TMCEC	4/12/22	TMCEC-M. HESSE LEVEL 1 TES	75.00
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	40.22
		TYLERWORKS, INCODE DIVISION	4/12/22	INCODE COLL.AGY EXPORT LIC	687.50
			4/12/22	COURT NOTIFICATION CALLS	<u>265.00</u>
				TOTAL:	7,206.37
FINANCE	GENERAL FUND	TEXAS MUNICIPAL	4/14/22	T M R S	463.88
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	254.83
			4/18/22	FICA WITHHOLDING	248.00
			4/29/22	FICA WITHHOLDING	269.39
			4/01/22	MEDICARE WITHHOLDING	59.59
			4/18/22	MEDICARE WITHHOLDING	58.00
			4/29/22	MEDICARE WITHHOLDING	63.00
		AMERICAN EXPRESS	4/12/22	LASERPRINTERCHECKS.COM	115.05
			4/12/22	LASERPRINTERCHECKS.COM	84.00
		NATIONAL NOTARY ASSOCIATION	4/12/22	STANDLEY-NATL NOTARY ASS'N	119.00
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	1,000.31
		OFFICE DEPOT, INC.	4/12/22	FOLDER,CLASS,2DIV,LTR-2 BX	45.52
			4/25/22	RECEIPT BOOK	3.67
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	<u>72.21</u>
				TOTAL:	2,856.45
CITY SECRETARY	GENERAL FUND	MISC. VENDOR KANDICE GARRETT	4/05/22	4/6-7 DINNER, 4/8 LUNCH MC	80.00
		TEXAS MUNICIPAL	4/14/22	T M R S	399.03
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	170.38
			4/18/22	FICA WITHHOLDING	170.38
			4/29/22	FICA WITHHOLDING	170.38
			4/01/22	MEDICARE WITHHOLDING	39.85
			4/18/22	MEDICARE WITHHOLDING	39.85
			4/29/22	MEDICARE WITHHOLDING	39.85
		AMERICAN EXPRESS	4/12/22	TMC-PFIA TRNG-K. GARRETT	350.00
			4/12/22	SW AIRLINES-PFIA TRNG	397.97
		HEARST NEWSPAPERS,LLC	4/12/22	RE:INTENT TO ISSUE C/O'S	810.20
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	1,000.31
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	16.60
		MARK TURNBULL, COUNTY CLE	4/05/22	ADD EXHIBITS A&B-MISD UTIL	47.00
			4/18/22	RECORD 0-2020-010 MILL CRE	39.00
			4/05/22	W/S EASEMENT PINEY GROVE C	<u>35.00</u>
				TOTAL:	3,805.80
FACILITIES	GENERAL FUND	THOMAS M. ESTRADA	4/25/22	GEN OFFICE CLEANING-APRIL	1,150.00
		AMERICAN EXPRESS	4/12/22	SAM'S-PAPER TOWELS,FABULOS	142.36
			4/12/22	BROOKSHIRE-WATER,TRUVIA	17.99
			4/12/22	HOUSTON GRDN-CITY HALL PLA	690.37
			4/12/22	HOUSTON GRDN-CITY HALL PLA	948.92
		ENVIROTEAM PEST CONTROL, LLC	4/18/22	ENVIROTEAM PEST CONTROL, L	125.00
		THE WRIGHT A/C AND HEATING CO., INC.	4/05/22	THE WRIGHT A/C AND HEATING	90.00
			4/25/22	A/C LABOR-OUTDOOR CONDENSE	90.00
		AT&T CORP	4/05/22	ETHERNET ACCESS 2/11-3/10/	694.47

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		MITEL NETWORKS, INC.	4/12/22	CLOUD/PHONE SVC MAY 2022	821.80
		SUMMER ENERGY, LLC	4/12/22	426 MELTON ST	15.26
			4/12/22	909 MAGNOLIA BLVD	5.73
			4/12/22	17603 1/2 FM 1488 RD	5.63
			4/12/22	110 CLEPPER ST	16.32
			4/12/22	17351 FM 1488 RD	9.11
			4/12/22	110 1/3 CLEPPER ST	33.31
			4/12/22	18111 BUDDY RILEY BLVD	1,253.08
			4/12/22	110 1/3 MAGNOLIA BLVD	76.88
			4/12/22	214 1/3 LEE ST	8.66
			4/12/22	17530 1/3 FM 1488 RD	11.09
		GRAINGER, INC.	4/25/22	HANDICAPPED PARKING SIGNS	80.82
			4/25/22	TRAFFIC STRIPING PAINT-CTY	62.24
			4/25/22	STRIPING PAINT-CTY HALL PK	126.64
		OFFICE DEPOT, INC.	4/25/22	CLOROX DISINFECTING WIPES	8.00
		UNIFIRST CORPORATION	4/12/22	UNIFIRST HOLDINGS, ADMIN	685.54
			4/12/22	UNIFIRST HOLDINGS, L.P.-CO	337.65
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	750.04
		AT&T MOBILITY	4/25/22	PHONE-DATA ROOM	<u>30.00</u>
			TOTAL:		8,286.91
CITY COUNCIL	GENERAL FUND	HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	2,065.72
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	414.84
		AT&T MOBILITY	4/25/22	CELL PHONES-COUNCIL	<u>235.44</u>
			TOTAL:		2,716.00
PARKS	GENERAL FUND	AMERICAN EXPRESS	4/12/22	AMZN-BABY CHNG STATION-PK	270.63
			4/12/22	MAGN GARDENS-UNITY PK PLAN	688.74
			4/12/22	HOUSTON GRDN-UNITY PK PLAN	499.80
			4/12/22	HOUSTON GRDN-UNITY PK PLAN	499.80
			4/12/22	HOUSTON GRDN-UNITY PK PLAN	393.64
			4/12/22	MAGNOLIA GRDN-UNITY PK PLA	901.75
		COBURN SUPPLY COMPANY, INC	4/12/22	CAR STOP (12)-UNITY PKING	348.00
		SUMMER ENERGY, LLC	4/12/22	120 6TH STREET	25.85
			4/12/22	901 CLOYD DR	202.86
		GRAINGER, INC.	4/25/22	HANDICAPPED PARKING SIGNS	80.82
			4/25/22	TRAFFIC STRIPING PAINT-PAR	62.24
			4/25/22	STRIPING PAINT-UNITY PK LO	126.64
		MAGNOLIA HARDWARE AND SUPPLY	4/12/22	145653-FERTILIZER-PARK FLO	32.37
			4/12/22	145672-FERTILIZER, LAWN FOO	50.58
			4/12/22	145672-SPREADER HAND W/CRA	24.99
			4/12/22	145677-STIHL BR350 BP BLOW	303.99
			4/12/22	145724-FIRE ANT KILLER	15.99
			4/12/22	145724-RATCHET, SOCKET 3/8	27.28
			4/12/22	145762-SHEET METAL-WATER F	26.99
			4/12/22	145764-LONG-CUT AVIATION S	20.39
			4/12/22	145773-2X12 TRTD LMBR, ANGL	62.67
			4/12/22	145789-ROPE, D-RINGS-PKING	79.06
			4/12/22	145789-RAZOR KNIFE (2) PK	41.98
			4/12/22	145807-WRENCH, PARTS-FOUNTA	31.97
			4/12/22	145822-POST, REDI-MIX-PK LO	108.85
			4/12/22	145957-TRASH CAN 32GAL	29.99
			4/12/22	145979-RUBBER BOOTS, D-RING	25.08
			4/12/22	145979-MECHANIC GLVS, METAL	30.67
			4/12/22	145986-SHOVEL RZRBK, RAKE B	85.98
			4/12/22	145986-FERTILIZER-FLOWERS,	35.87

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/12/22	146020-COVER BLANK 4"-UNIT	2.68
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	<u>409.10</u>
				TOTAL:	5,547.25
NON-DEPARTMENTAL	WATER	MISC. VENDOR BASS CONSTRUCTION	4/25/22	BASS CONSTR-BULK WATER REF	631.50
		TEXAS MUNICIPAL	4/14/22	T M R S	435.99
		INTERNAL REVENUE SERVICE	4/01/22	FEDERAL INCOME TAX W/H	65.28
			4/18/22	FEDERAL INCOME TAX W/H	135.78
			4/29/22	FEDERAL INCOME TAX W/H	110.82
			4/01/22	FICA WITHHOLDING	140.85
			4/18/22	FICA WITHHOLDING	176.90
			4/29/22	FICA WITHHOLDING	168.44
			4/01/22	MEDICARE WITHHOLDING	32.94
			4/18/22	MEDICARE WITHHOLDING	41.37
			4/29/22	MEDICARE WITHHOLDING	<u>39.39</u>
				TOTAL:	1,979.26
WATER	WATER	TEXAS MUNICIPAL	4/14/22	TMRS	351.69
		INTERNAL REVENUE SERVICE	4/01/22	FICA WITHHOLDING	140.85
			4/18/22	FICA WITHHOLDING	176.90
			4/29/22	FICA WITHHOLDING	168.44
			4/01/22	MEDICARE WITHHOLDING	32.94
			4/18/22	MEDICARE WITHHOLDING	41.37
			4/29/22	MEDICARE WITHHOLDING	39.39
		CITY OF MAGNOLIA(MISC.)	4/12/22	SJRA HELD FUNDS MARCH 2022	11,913.44
			4/12/22	SJRA PENALTIES FEB 2022 RP	4,769.21
		AMERICAN EXPRESS	4/12/22	VISTAPRINT-SHIRT-BUNDY	32.38
		NORTH WATER DISTRICT LABORATORY SERVIC	4/12/22	NWDLS-WATER SAMPLES MARCH	1,569.00
			4/12/22	NWDLS-SCHED BACTS 3/8-3/28	310.00
		MAGNA FLOW ENVIRONMENTAL, INC.	4/18/22	JET BLOCKED LINE TO LOCATE	1,586.39
			4/18/22	TOP CLEAN AERATION, CLARIF	6,457.48
			4/18/22	MAGNA FLOW-140,416 GALS	10,156.17
		SJRA-GRP DIVISION	4/12/22	SJRA FEES-MARCH, 2022 RPT	49,355.68
		W&G AUTO & INDUSTRIAL	4/12/22	628928-FILTERS(2)-LOOKOUT	107.48
			4/12/22	629293-FILTER CR-LOOKOUT L	54.99-
		THE BANK OF NEW YORK MELLON	4/12/22	2014 G/O REF BOND INTEREST	44,153.00
			4/12/22	2014 C/O INTEREST DUE 5/1/	84,437.50
		HUMANA HLTH PLN TEXAS	4/25/22	HUMANA HLTH PLN TEXAS	2,000.62
		G J BORING & CONSTRUCTION SERVICES, IN	4/12/22	REPAIR SEWER LN-40950 FM17	4,295.00
			4/12/22	REPAIR SEWER LN-40946 FM17	4,590.00
		AOS TREATMENT SOLUTIONS, LLC	4/25/22	AOS PHOSPHATE BLEND-W/P#1	1,085.00
			4/25/22	AOS PHOSPHATE BLEND-W/P#2	1,085.00
		VULCAN CONSTRUCTION MATERIALS, LLC	4/12/22	VBASE A-2 BROWNWOOD-WWTP	681.03
		LLOYD GOSSELINK ROCHELL & TOWNSEND, PC	4/12/22	RE: IMPACT FEES	1,262.50
			4/12/22	RE: IMPACT FEES	1,262.50
		FORTILINE, INC	4/12/22	4X7 COLLAR LEAK CLAMP (2)	153.98
			4/12/22	4X12 CL1 REP CLAMP	127.54
			4/12/22	4X15 CL1 REP CLAMP	130.49
		OPTIMUM COMPUTER SOLUTIONS, INC	4/25/22	COMPUTER TECH SVC-MARCH	375.00
		AGUAWORKS PIPE & SUPPLY, LLC	4/05/22	100 5/8X3/4 FLOWIZ 2250 AM	28,600.00
			4/12/22	3" FLOWIQ 3250 AMI METER-H	2,050.30
			4/12/22	3" IQ 3200 AMR/AMI METER-H	2,050.30
			4/18/22	3"SERUES 400 FLANGE ADAP	244.88
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	4/12/22	SANITARY SEWER OVERFLOW IN	396.25
			4/12/22	RPM TRACT HYDROLOGY IMPACT	945.00
			4/12/22	CAP PROJ-CLEAN WATER FND A	8,440.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		SUMMER ENERGY, LLC	4/12/22	114 1/3 LEE ST	20.30
			4/12/22	140 KELLY RD	13.69
			4/12/22	42130 1/2 FM 1774 RD	41.60
			4/12/22	217 LEE ST	40.28
			4/12/22	30910 NICHOLS SAWMILL RD	4,039.68
			4/12/22	555 MAGNOLIA RIDGE BLVD	49.72
			4/12/22	731 LITTLE TWIG LN	4.75
			4/12/22	299 MAGNOLIA RIDGE BLVD	152.40
			4/12/22	312 EDWARDS DR	7.14
			4/12/22	31641 HANKS RD	16.23
			4/12/22	407 MELTON ST	93.26
			4/12/22	105 ROY ST	70.30
			4/12/22	17703 WINDWARD	86.61
			4/12/22	19013 FM 1488 RD	7.71
			4/12/22	423 MAGNOLIA BLVD	6.46
			4/12/22	18103 LOOKOUT LANE	34.42
			4/12/22	15683 FM 1488 RD	464.46
			4/12/22	743 1/2 KELLY RD	4,185.83
			4/12/22	30910 1/3 NICHOLS SAWMILL	35.87
			4/12/22	17509 LITTLE BOUGH LN	15.34
			4/12/22	819 CLOYD DR	91.70
			4/12/22	623 1/2 KELLY RD	345.12
			4/12/22	105 ELM ST	1,895.49
		MONT CO MUD#174/ALLEN BOONE HUMPHRIES,	4/12/22	ESCONDIDO RES CONN 03/22	230.00
		MAGNOLIA HARDWARE AND SUPPLY	4/12/22	145624-PIPE CUTTER, REGAL T	55.95
			4/12/22	145624-SHOVEL LANDSCPR (2)	51.98
			4/12/22	145624-CPLG COMP 3/4 PVC D	14.97
			4/12/22	145652-CPLG PVC40 (9) ELBO	6.01
			4/12/22	145656-CPLG COMPRESS (4), P	63.95
			4/12/22	145931-CPLG COMP 3/4 PVC D	4.99
			4/12/22	146066-ADAPTERS (4)	3.36
		OFFICE DEPOT, INC.	4/25/22	RECEIPT BOOKS	7.34
			4/25/22	PENS, PROFILE, PM, BOLD-DZ	8.35
		POSTMASTER	4/05/22	POSTMASTER REPLEN PER#2	2,500.00
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	76.29
			4/14/22	TML INTERGOVERNMENTAL RISK	286.50
			4/14/22	TML INTERGOVERNMENTAL RISK	2,454.66
			4/14/22	TML INTERGOVERNMENTAL RISK	3,204.70
			4/14/22	TML INTERGOVERNMENTAL RISK	219.34
		NEIL TECHNICAL SERVICES CORP.	4/05/22	MILL CREEK LIFT STATION	494.00
			4/25/22	REPAIRED CL2 ROOM LIGHTS	405.00
		DXI INDUSTRIES, INC.	4/12/22	DXI-CHLORINE-NICH SAWM STP	555.74
			4/12/22	DXI-CHLORINE-KELLY W/P #2	555.74
			4/18/22	CHLORINE	220.00
		TRACTOR SUPPLY COMPANY	4/12/22	687267-POND DYE	85.98
			4/12/22	526464-CAST IRON SEWAGE PU	269.99
			4/12/22	687688-PUMP SEMI TRASH 2IN	429.99
		AT&T MOBILITY	4/25/22	CELL PHONE-WATER	39.24
		ALWAYS ANSWER	4/12/22	BASE RATE APR/MINUTES MARC	90.20
			4/12/22	BASE RATE APR/MINUTES MARC	90.20
				TOTAL:	299,662.54
DEBT SVC-ENTERPRISE	CAPITAL PROJ-ENTER	STRAND ASSOCIATES, INC	4/22/22	FM 1488 FORCE MAIN RELOCAT	1,100.00
		A.E.I. ENGINEERING, A BAXTER WOODMAN C	4/12/22	WATER PLANT #3 SURVEYING	3,250.00
			4/12/22	WATER PLANT #3 THRU 3/19	34,100.00
			4/12/22	NICH/SAWM SEWER PHASE II-3	1,092.50



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/12/22	FM1774 WATER DISTR/SEWER E	2,412.50
		BALLAST POINT CONSTRUCTION, INC	4/12/22	NICH/SAWM SEWER-PH 2 REBID	70,249.82
		ZFNB -TEXAS CORPORATE TRUST	4/18/22	ZFNB -TEXAS CORPORATE TRUS	<u>530.00</u>
			TOTAL:		112,734.82
NON-DEPARTMENTAL	DEBT SERVICE - GEN	THE BANK OF NEW YORK MELLON	4/12/22	2014 G/O REF BOND INTEREST	<u>18,922.00</u>
			TOTAL:		18,922.00
NON-DEPARTMENTAL	4B COMMUNITY DEV.	CITY OF MAGNOLIA	4/14/22	MFC FUNDS TRANSFER OUT	<u>11,687.03</u>
			TOTAL:		11,687.03
4B / COMMUNITY DEV.	4B COMMUNITY DEV.	MISC. VENDOR	4/28/22	ALAMO TITLE COMPANY:EARNES	5,000.00
		AMERICAN EXPRESS	4/14/22	BABY CHANGING STATION	270.63
		4D SIGNWORX, LLC	4/14/22	ILLUMINATED CITY HALL SIGN	35,375.00
		LEONARD V SCHNEIDER IV dba	4/14/22	LEONARD V SCHNEIDER INV 22	962.00
		STEELE, RACHEL	4/14/22	STEELE, RACHEL INV 127	4,583.33
		TEXAS RECREATION AND PARK SOCIETY	4/14/22	TEXAS RECREATION AND PARK	500.00
		OFFICE DEPOT, INC.	4/14/22	HARD DRIVE, JUMP DRIVE 1/2	87.19
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	219.33
			4/14/22	TML INTERGOVERNMENTAL RISK	<u>414.83</u>
			TOTAL:		47,412.31
4A / ECONOMIC DEV.	4A ECONOMIC DEV.	LEONARD V SCHNEIDER IV dba	4/14/22	LEONARD V SCHNEIDER INV 22	610.50
		PATRICK O'CONNER & ASSOCIATES, LP	4/14/22	PATRICK O'CONNER & ASSOCIA	1,000.00
		STEELE, RACHEL	4/14/22	STEELE, RACHEL INV 126	4,583.33
		VILLAFRANCO, ERENDIRA	4/27/22	VILLAFRANCO, ERENDIRA	2,000.00
		OFFICE DEPOT, INC.	4/14/22	HARD DRIVE, JUMP DRIVE 1/2	87.19
		TML INTERGOVERNMENTAL RISK	4/14/22	TML INTERGOVERNMENTAL RISK	219.33
			4/14/22	TML INTERGOVERNMENTAL RISK	<u>414.83</u>
			TOTAL:		8,915.18
ATS-RED LIGHT CAMERA	ATS-RED LIGHT CAME	MIDTEX OIL, L.P.	4/07/22	UNLD GASOLINE-3/22/22 DELI	5,096.81
			4/25/22	UNLEADED FUEL DEL 4/20/22	<u>4,864.21</u>
			TOTAL:		9,961.02
MC TECHNOLOGY FUND	MC TECHNOLOGY FUND	LEXISNEXIS RISK SOLUTIONS	4/12/22	LEXISNEXIS RISK MARCH 2022	93.50
		CERTIFIED LANGUAGES INTERNATIONAL	4/12/22	LANGUAGE TRANSLATION-MARCH	17.00
		GREATAMERICAN FINANCIAL SRVCS	4/05/22	GREATAMERICAN FIN SVCS-COU	226.66
		OPTIQUEST INTERNET SERVICES, INC.	4/12/22	EMAIL SPAM FILTERING	60.00
		SKELTON BUSINESS EQUIPMENT	4/25/22	COURT COLOR COPIES	95.95
			4/25/22	COURT B/W COPIES	<u>35.53</u>
			TOTAL:		528.64

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
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## ===== FUND TOTALS =====

01	GENERAL FUND	1,168,233.48
02	WATER	301,641.80
04	CAPITAL PROJ-ENTERPRISE	112,734.82
05	DEBT SERVICE - GENERAL	18,922.00
06	4B COMMUNITY DEV.	59,099.34
07	4A ECONOMIC DEV.	8,915.18
10	ATS-RED LIGHT CAMERA	9,961.02
19	MC TECHNOLOGY FUND	528.64

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GRAND TOTAL: 1,680,036.28  
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	( 3,140.25)	( 3,140.25)	0.00	3,140.25
	GENERAL AND ADMINISTRATIV	3,447,139.98	440,701.09	3,959,933.67	114.88	( 512,793.69)
	POLICE	4,000.00	0.00	26,680.49	667.01	( 22,680.49)
	COURTS	340,500.00	27,300.68	206,044.44	60.51	134,455.56
	INTRA-FUND TRANSFERS IN	<u>665,603.00</u>	<u>1,693.64</u>	<u>6,757.90</u>	<u>1.02</u>	<u>658,845.10</u>
***	TOTAL REVENUES ***	4,457,242.98	466,555.16	4,196,276.25	94.15	260,966.73
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	CITY HALL / ADMIN	1,231,974.63	954,901.74	1,408,860.82	114.36	( 176,886.19)
	POLICE	1,610,435.64	134,365.53	967,411.44	60.07	643,024.20
	PUBLIC WORKS	860,526.87	96,051.57	553,477.15	64.32	307,049.72
	MUNICIPAL COURT	180,443.91	13,940.50	104,455.77	57.89	75,988.14
	FINANCE	165,954.43	11,248.69	87,255.80	52.58	78,698.63
	CITY SECRETARY	128,125.67	9,310.96	58,381.84	45.57	69,743.83
	FACILITES	152,414.35	8,501.59	112,643.41	73.91	39,770.94
	CITY COUNCIL	35,120.00	2,716.00	18,894.27	53.80	16,225.73
	PARKS	<u>64,500.00</u>	<u>5,332.57</u>	<u>37,120.14</u>	<u>57.55</u>	<u>27,379.86</u>
***	TOTAL EXPENDITURES ***	4,429,495.50	1,236,369.15	3,348,500.64	75.60	1,080,994.86
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	27,747.48	( 769,813.99)	847,775.61	55.32	( 820,028.13)
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

## 01 -GENERAL FUND

## REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
40016	GRANT 4269 & 4272- APRIL 2016	0.00	( 3,140.25)	( 3,140.25)	0.00	3,140.25
	TOTAL REVENUE	0.00	( 3,140.25)	( 3,140.25)	0.00	3,140.25

## GENERAL AND ADMINISTRATIV

40102	Gen/Admin. Donations	0.00	0.00	600.00	0.00	( 600.00)
40102.06	COMMUNITY EVENTS	0.00	15,477.17	17,800.16	0.00	( 17,800.16)
40104	Liquor License Fee	500.00	0.00	87.50	17.50	412.50
40105	Ad Valorem Tax Revenue	426,139.98	2,954.49	440,652.30	103.41	( 14,512.32)
40107	Mix Beverage Tax Revenue	25,000.00	2,463.73	17,662.21	70.65	7,337.79
40110	Wrecker Permit Fees	1,000.00	0.00	0.00	0.00	1,000.00
40115	Misc.-Tax Assessor-Collector	0.00	0.00	164.23	0.00	( 164.23)
40116	Sales Tax Revenue	1,800,000.00	148,968.45	1,476,311.69	82.02	323,688.31
40117	Misc. Income	5,000.00	44,780.00	54,020.06	80.40	( 49,020.06)
40117.01	UNITY PARK RENTAL	4,000.00	( 50.00)	( 379.22)	9.48-	4,379.22
40118	License and Permits	900,000.00	194,939.59	1,753,748.89	194.86	( 853,748.89)
40119	Sign Permit Revenue	2,500.00	540.00	4,380.00	175.20	( 1,880.00)
40120	Franchise Tax Revenue	260,000.00	25,077.66	171,710.85	66.04	88,289.15
40120.01	IN KIND FRANCHISE INCOME	4,000.00	0.00	0.00	0.00	4,000.00
40133	Plat Fee Revenue	15,000.00	5,550.00	23,175.00	154.50	( 8,175.00)
40199	DELINQ PROP TAX/PENALTIES/INT	4,000.00	0.00	0.00	0.00	4,000.00
	TOTAL GENERAL AND ADMINISTRATIV	3,447,139.98	440,701.09	3,959,933.67	114.88	( 512,793.69)

## 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)
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)
	TOTAL POLICE	4,000.00	0.00	26,680.49	667.01	( 22,680.49)

## STREETS

## COURTS

40407	OMNI Revenue	2,000.00	136.00	1,038.67	51.93	961.33
40409	Warrant Fee Revenue	20,000.00	1,529.80	11,418.66	57.09	8,581.34
40410	Traffic Fine Revenue	250,000.00	19,981.20	148,446.41	59.38	101,553.59
40413	Bond Escrow/Bond Refund	35,000.00	2,465.34	25,343.99	72.41	9,656.01
40414	C.O.L.A.G.Y.	32,000.00	1,469.70	16,386.61	51.21	15,613.39
40416	Child Safety (School Zone)	0.00	12.50	100.00	0.00	( 100.00)
40423	Bond	0.00	1,003.00	( 1,849.55)	0.00	1,849.55
40424	Truancy Prevention Fund-City	1,500.00	703.14	5,159.65	343.98	( 3,659.65)
	TOTAL COURTS	340,500.00	27,300.68	206,044.44	60.51	134,455.56

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

01 -GENERAL FUND

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
	CITY MARSHALL	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	PROJECT REVENUE	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	RESTRICTED ACCOUNTS	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>						
	INTRA-FUND TRANSFERS IN					
49902	Intra-Fund Transfer (02)	596,503.00	0.00	0.00	0.00	596,503.00
49906	Intra-Fund Transfer 4B (06)	35,198.00	1,296.78	4,504.77	12.80	30,693.23
49907	Intra-Fund Transfer 4A (07)	<u>33,902.00</u>	<u>396.86</u>	<u>2,253.13</u>	<u>6.65</u>	<u>31,648.87</u>
	TOTAL INTRA-FUND TRANSFERS IN	665,603.00	1,693.64	6,757.90	1.02	658,845.10
<hr/>						
*** TOTAL REVENUE ***		4,457,242.98	466,555.16	4,196,276.25	94.15	260,966.73
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	11,951.91	95,726.80	45.22	115,973.20
501502	Car Allowance	6,000.00	461.54	3,461.55	57.69	2,538.45
501503	Overtime	0.00	0.00	71.33	0.00	( 71.33)
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	18.00	488.00	90.37	52.00
501517	T.M.R.S.	12,526.96	860.50	4,927.89	39.34	7,599.07
501518	Worker's Comp.	656.13	89.66	268.98	40.99	387.15
501526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	20,006.20	83.33	4,001.24
501536	Payroll Tax (F.I.C.A.)	20,105.35	1,313.46	7,095.79	35.29	13,009.56
501543	Educ., Travel & Cert.	3,000.00	0.00	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>192.50</u>	<u>1,376.20</u>	<u>87.10</u>	<u>203.80</u>
TOTAL PERSONNEL SERVICES		342,830.88	16,888.19	134,273.28	39.17	208,557.60

CONTRACTUAL EXPENSES

501625	Maintenance & Repair Vehicles	2,000.00	0.00	104.48	5.22	1,895.52
501629	Inspection Services	240,000.00	40,145.05	163,132.06	67.97	76,867.94
501632	Consultant/Contract Services	53,700.00	2,000.00	25,330.25	47.17	28,369.75
501632.01	Contract-ST9 380 Agreement	300,000.00	852,067.87	852,067.87	284.02	( 552,067.87)
501632.05	Contract-Realtor's Commission	35,000.00	0.00	0.00	0.00	35,000.00
501640	Legal	80,000.00	11,658.90	41,580.78	51.98	38,419.22
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
501643	Engineering	10,000.00	24,045.23	122,997.59	229.98	( 112,997.59)
501670	Rental of Office Equipment	6,200.00	530.30	3,001.97	48.42	3,198.03
501673	Computer Software (S/W)	50,998.75	2,065.46	34,744.78	68.13	16,253.97
501677	Computer Asst (IT Services)	<u>15,000.00</u>	<u>468.75</u>	<u>4,622.50</u>	<u>30.82</u>	<u>10,377.50</u>
TOTAL CONTRACTUAL EXPENSES		841,033.75	932,981.56	1,255,582.28	149.29	( 414,548.53)

MISCELLANIOUS EXPENSES

501744	Minor Equipment	1,000.00	( 117.81)	1,684.00	168.40	( 684.00)
501766	Office Supplies	5,000.00	353.62	2,493.65	49.87	2,506.35
501768	Planning Comm. Expenses	15,900.00	390.37	4,920.60	30.95	10,979.40
501774	Phones & Communication Equip.	960.00	196.29	310.12	32.30	649.88
501775	Ref. Books, Reports, Subscrip	1,000.00	0.00	179.63	17.96	820.37
501778	Flower Fund	750.00	0.00	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	822.47	9,942.41	38.82	15,667.59

EXPENSES (Continued)

501800	Bank Fees	2,000.00	9.52	218.51	10.93	1,781.49
501806	City Administrator's Fund	3,000.00	20.00	1,447.98	48.27	1,552.02
501807	Community Special Events	14,000.00	0.00	606.12	4.33	13,393.88
501807.06	COMMUNITY EVENTS	0.00	3,890.00	4,670.00	0.00	( 4,670.00)
501833	Postage	<u>3,500.00</u>	<u>290.00</u>	<u>2,120.24</u>	<u>60.58</u>	<u>1,379.76</u>
TOTAL EXPENSES (Continued)		22,500.00	4,209.52	9,062.85	40.28	13,437.15

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

01 -GENERAL FUND

CITY HALL / ADMIN

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
CAPITAL EXPENSES						
<hr/>						
TOTAL CITY HALL / ADMIN						
		1,231,974.63	954,901.74	1,408,860.82	114.36	( 176,886.19)
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	76,657.07	559,940.00	54.25	472,120.00
502503	Overtime	29,000.00	2,208.53	27,061.11	93.31	1,938.89
502515	Longevity	6,525.00	0.00	6,340.00	97.16	185.00
502516	T.E.C.	3,240.00	158.51	410.51	12.67	2,829.49
502517	T.M.R.S.	52,098.15	5,690.40	30,453.91	58.45	21,644.24
502518	Worker's Comp.	22,000.00	6,026.64	19,079.92	86.73	2,920.08
502526	Insurance (Med/Den/Life/Vis.)	204,063.24	17,001.86	133,647.51	65.49	70,415.73
502536	Payroll Tax (F.I.C.A.)	81,670.25	8,897.96	44,356.89	54.31	37,313.36
502543	Educ., Travel & Cert.	15,000.00	46.00	15,854.32	105.70	( 854.32)
502544	State P.D. Education	0.00	330.17	1,010.22	0.00	( 1,010.22)
502547	Drug Test	1,200.00	70.00	254.00	21.17	946.00
502550	Dues, Promotions & Membership	<u>3,333.95</u>	<u>14.99</u>	<u>2,785.90</u>	<u>83.56</u>	<u>548.05</u>
TOTAL PERSONNEL SERVICES		1,450,190.59	117,102.13	841,194.29	58.01	608,996.30
<u>CONTRACTUAL EXPENSES</u>						
502604	Police Department Cell Phones	9,000.00	1,064.78	4,769.23	52.99	4,230.77
502625	Maintenance & Repair/Vehicles	28,000.00	4,437.90	27,523.40	98.30	476.60
502630	Outside Services	2,500.00	0.00	11,877.16	475.09	( 9,377.16)
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)
502670	Copy Machine / Lease of O.E.	4,000.00	289.36	1,986.70	49.67	2,013.30
502673	Computer Software	27,898.40	910.47	16,700.57	59.86	11,197.83
502677	IT Services	<u>14,000.00</u>	<u>1,628.34</u>	<u>7,794.59</u>	<u>55.68</u>	<u>6,205.41</u>
TOTAL CONTRACTUAL EXPENSES		89,910.40	8,330.85	74,664.01	83.04	15,246.39
<u>MISCELLANIOUS EXPENSES</u>						
502744	Minor Equipment	10,844.65	0.00	5,313.55	49.00	5,531.10
502760	Fuel	0.00	0.00	547.53	0.00	( 547.53)
502762	Uniforms & Badges	9,500.00	526.65	12,666.45	133.33	( 3,166.45)
502766	Office Supplies	7,200.00	1,016.94	5,621.03	78.07	1,578.97
502769	Evidence Supplies	2,500.00	0.00	1,270.59	50.82	1,229.41
502770	Special Operations	<u>1,500.00</u>	<u>211.96</u>	<u>1,962.99</u>	<u>130.87</u>	<u>( 462.99)</u>
TOTAL MISCELLANIOUS EXPENSES		31,544.65	1,755.55	27,382.14	86.80	4,162.51
<u>EXPENSES (Continued)</u>						
502827	Fleet Insurance - TML	21,000.00	4,554.50	13,663.50	65.06	7,336.50
502828	Law Enforcement Liability	12,000.00	2,622.50	7,867.50	65.56	4,132.50
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	7,177.00	21,531.00	64.85	11,669.00
<u>CAPITAL EXPENSES</u>						
502922	Tasers	2,640.00	0.00	2,640.00	100.00	0.00
502924	Safety Vests	<u>2,950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,950.00</u>
TOTAL CAPITAL EXPENSES		5,590.00	0.00	2,640.00	47.23	2,950.00
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TOTAL POLICE		1,610,435.64	134,365.53	967,411.44	60.07	643,024.20
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	39,920.48	252,572.45	62.91	148,920.55
503503	Overtime	10,000.00	2,315.36	10,858.48	108.58	( 858.48)
503515	Longevity	845.00	0.00	755.00	89.35	90.00
503516	T.E.C.	1,980.00	97.73	1,612.98	81.46	367.02
503517	T.M.R.S.	20,122.09	2,627.31	12,893.15	64.07	7,228.94
503518	Worker's Comp.	10,000.00	2,457.38	8,116.14	81.16	1,883.86
503526	Insurance (Med/Den/Life/Vis.)	132,040.92	15,004.65	92,070.65	69.73	39,970.27
503536	Payroll Tax (F.I.C.A.)	31,543.86	4,629.30	19,928.45	63.18	11,615.41
503543	Educ., Travel & Cert.	5,000.00	315.00	1,320.00	26.40	3,680.00
503547	Drug Test	<u>500.00</u>	<u>105.00</u>	<u>315.00</u>	<u>63.00</u>	<u>185.00</u>
TOTAL PERSONNEL SERVICES		613,524.87	67,472.21	400,442.30	65.27	213,082.57
<u>CONTRACTUAL EXPENSES</u>						
503604	Electric (Street Lights)	35,000.00	3,342.59	21,853.33	62.44	13,146.67
503605	Cell Phones	5,280.00	636.93	2,600.78	49.26	2,679.22
503625	Maintenance & Repair/Vehicle	8,000.00	1,486.51	10,205.45	127.57	( 2,205.45)
503632	Contract/Consulting Services	4,500.00	600.00	1,037.50	23.06	3,462.50
503633	Maint & Repair Equip.-Heavy	4,000.00	187.00	1,269.68	31.74	2,730.32
503650	Mowing	20,000.00	284.99	4,400.05	22.00	15,599.95
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	6,538.02	41,990.25	50.73	40,789.75
<u>MISCELLANIOUS EXPENSES</u>						
503700	Gen Supplies	8,000.00	529.34	3,855.12	48.19	4,144.88
503744	Minor Tools & Equipment	13,000.00	6,966.91	15,562.42	119.71	( 2,562.42)
503749	Street Supplies	1,000.00	0.00	0.00	0.00	1,000.00
503760	Fuel	35,000.00	4,269.01	17,124.04	48.93	17,875.96
503761	Tires and Tubes	3,000.00	0.00	1,600.00	53.33	1,400.00
503762	Uniforms & Badges	<u>9,500.00</u>	<u>1,268.18</u>	<u>5,929.12</u>	<u>62.41</u>	<u>3,570.88</u>
TOTAL MISCELLANIOUS EXPENSES		69,500.00	13,033.44	44,070.70	63.41	25,429.30
<u>EXPENSES (Continued)</u>						
503827	Fleet Insurance - TML	<u>10,000.00</u>	<u>1,805.50</u>	<u>5,416.50</u>	<u>54.17</u>	<u>4,583.50</u>
TOTAL EXPENSES (Continued)		10,000.00	1,805.50	5,416.50	54.17	4,583.50
<u>CAPITAL EXPENSES</u>						
503940	Mowers & Edgers	0.00	7,202.40	7,202.40	0.00	( 7,202.40)
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	7,202.40	61,557.40	72.66	23,164.60
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TOTAL PUBLIC WORKS		860,526.87	96,051.57	553,477.15	64.32	307,049.72
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	6,702.23	43,956.95	68.39	20,315.05
504515	Longevity	95.00	0.00	105.00	110.53	( 10.00)
504516	T.E.C.	360.00	21.90	50.04	13.90	309.96
504517	T.M.R.S.	3,141.11	482.22	2,184.33	69.54	956.78
504518	Worker's Comp.	164.28	40.22	120.66	73.45	43.62
504526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	16,956.26	70.63	7,051.18
504536	Payroll Tax (F.I.C.A.)	4,924.08	766.33	3,330.02	67.63	1,594.06
504543	Educ.,Travel & Cert.	2,000.00	575.00	975.00	48.75	1,025.00
504547	Drug Test	50.00	0.00	0.00	0.00	50.00
504550	Dues & Memberships	<u>230.00</u>	<u>0.00</u>	<u>295.00</u>	<u>128.26</u>	<u>( 65.00)</u>
TOTAL PERSONNEL SERVICES		99,243.91	10,588.52	67,973.26	68.49	31,270.65
<u>CONTRACTUAL EXPENSES</u>						
504632	Contract/Outside Services	13,000.00	1,000.00	6,000.00	46.15	7,000.00
504640	Legal	12,000.00	900.00	9,986.90	83.22	2,013.10
504670	RENTAL OF OFFICE EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00
504673	Computer Software & Support	12,200.00	1,057.05	11,727.85	96.13	472.15
504677	Computer Asst. / IT Services	<u>2,000.00</u>	<u>62.50</u>	<u>2,156.25</u>	<u>107.81</u>	<u>( 156.25)</u>
TOTAL CONTRACTUAL EXPENSES		40,200.00	3,019.55	29,871.00	74.31	10,329.00
<u>MISCELLANIOUS EXPENSES</u>						
504766	Office Supplies	2,500.00	297.44	2,690.22	107.61	( 190.22)
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	297.44	5,154.21	97.25	145.79
<u>EXPENSES (Continued)</u>						
504800	Bank Fees	500.00	0.00	0.00	0.00	500.00
504803	Over/Short Cash	0.00	10.00	48.40	0.00	( 48.40)
504810	Court Jurors	200.00	0.00	0.00	0.00	200.00
504814	C.O.L.A.G.Y.	33,000.00	0.00	0.00	0.00	33,000.00
504833	Postage	<u>2,000.00</u>	<u>24.99</u>	<u>1,408.90</u>	<u>70.45</u>	<u>591.10</u>
TOTAL EXPENSES (Continued)		35,700.00	34.99	1,457.30	4.08	34,242.70
<u>CAPITAL EXPENSES</u>						
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TOTAL MUNICIPAL COURT		180,443.91	13,940.50	104,455.77	57.89	75,988.14
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FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	7,100.34	50,523.99	49.26	52,038.01
505503	Overtime	12,000.00	1,092.00	7,377.68	61.48	4,622.32
505506	SALARY 4B	2,400.00	184.62	1,384.65	57.69	1,015.35
505515	Longevity	900.00	0.00	900.00	100.00	0.00
505516	T.E.C.	540.00	15.28	15.28	2.83	524.72
505517	T.M.R.S.	3,897.27	463.88	2,392.43	61.39	1,504.84
505518	Worker's Comp	350.00	72.21	216.63	61.89	133.37
505526	Insurance (Med/Den/Life/Vis.)	12,003.72	1,000.31	8,002.48	66.67	4,001.24
505536	Payroll Tax (F.I.C.A.)	9,016.44	952.81	4,583.46	50.83	4,432.98
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>119.00</u>	<u>212.33</u>	<u>84.93</u>	<u>37.67</u>
TOTAL PERSONNEL SERVICES		144,954.43	11,000.45	75,998.93	52.43	68,955.50
<u>CONTRACTUAL EXPENSES</u>						
505644	Appraisal District Fee	<u>9,000.00</u>	<u>0.00</u>	<u>4,515.04</u>	<u>50.17</u>	<u>4,484.96</u>
TOTAL CONTRACTUAL EXPENSES		9,000.00	0.00	4,515.04	50.17	4,484.96
<u>MISCELLANIOUS EXPENSES</u>						
505766	Office Supplies	1,000.00	49.19	338.99	33.90	661.01
505769	Office Equipment	3,000.00	0.00	0.00	0.00	3,000.00
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	49.19	338.99	8.07	3,861.01
<u>EXPENSES (Continued)</u>						
505800	Bank Fees	300.00	199.05	319.50	106.50	( 19.50)
505820	Surety & Fidelity Bonds	<u>7,500.00</u>	<u>0.00</u>	<u>6,083.34</u>	<u>81.11</u>	<u>1,416.66</u>
TOTAL EXPENSES (Continued)		7,800.00	199.05	6,402.84	82.09	1,397.16
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TOTAL FINANCE		165,954.43	11,248.69	87,255.80	52.58	78,698.63
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	5,150.00	38,625.00	57.69	28,325.00
506505	CELL PHONE ALLOWANCE	300.00	23.08	173.10	57.70	126.90
506506	Salary 4B	2,100.00	161.54	1,130.78	53.85	969.22
506507	Salary 4A	2,100.00	161.54	1,130.78	53.85	969.22
506515	Longevity	65.00	0.00	65.00	100.00	0.00
506516	T.E.C.	180.00	9.00	9.00	5.00	171.00
506517	T.M.R.S.	3,489.93	399.03	2,156.30	61.79	1,333.63
506518	Workers Comp.	171.12	16.60	49.80	29.10	121.32
506526	Insurance (Med/Den/Life/Vis.)	12,003.72	1,000.31	8,002.48	66.67	4,001.24
506536	Payroll Tax (F.I.C.A.)	5,470.90	630.69	3,146.06	57.51	2,324.84
506543	Educ., Travel & Cert.	1,000.00	827.97	1,420.95	142.10	( 420.95)
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	8,379.76	56,199.25	59.58	38,126.42
<u>CONTRACTUAL EXPENSES</u>						
506673	COMPUTER SOFTWARE (S/W)	1,000.00	0.00	230.42	23.04	769.58
506674	Posting & Advertising	<u>10,000.00</u>	<u>810.20</u>	<u>1,552.17</u>	<u>15.52</u>	<u>8,447.83</u>
TOTAL CONTRACTUAL EXPENSES		11,000.00	810.20	1,782.59	16.21	9,217.41
<u>MISCELLANIOUS EXPENSES</u>						
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
506775	Magazines, Maps & Books	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300.00</u>
TOTAL MISCELLANIOUS EXPENSES		22,300.00	0.00	0.00	0.00	22,300.00
<u>EXPENSES (Continued)</u>						
506834	Recording Fees	<u>500.00</u>	<u>121.00</u>	<u>400.00</u>	<u>80.00</u>	<u>100.00</u>
TOTAL EXPENSES (Continued)		500.00	121.00	400.00	80.00	100.00
<u>CAPITAL EXPENSES</u>						
<hr/>						
TOTAL CITY SECRETARY		128,125.67	9,310.96	58,381.84	45.57	69,743.83
		=====	=====	=====	=====	=====

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>						
509603	Utilities / Electric	23,000.00	1,435.07	9,666.39	42.03	13,333.61
509605	Telephone & Internet	18,000.00	1,546.27	10,378.91	57.66	7,621.09
509632	Contractual Services	2,000.00	0.00	458.72	22.94	1,541.28
509633	Building/Grounds Maintenance	8,000.00	2,033.99	16,984.22	212.30	( 8,984.22)
509634	Heat/AC	4,000.00	180.00	490.00	12.25	3,510.00
509650	MOWING	0.00	0.00	2,243.94	0.00	( 2,243.94)
509671	Janitorial Services / Cleanin	<u>15,000.00</u>	<u>1,150.00</u>	<u>7,695.23</u>	<u>51.30</u>	<u>7,304.77</u>
TOTAL CONTRACTUAL EXPENSES		70,000.00	6,345.33	47,917.41	68.45	22,082.59
<u>MISCELLANIOUS EXPENSES</u>						
509700	Supplies (Misc.)	15,000.00	1,191.54	7,674.72	51.16	7,325.28
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	1,191.54	11,521.10	67.77	5,478.90
<u>EXPENSES (Continued)</u>						
509826	Building Insurance	<u>3,000.00</u>	<u>750.04</u>	<u>2,250.12</u>	<u>75.00</u>	<u>749.88</u>
TOTAL EXPENSES (Continued)		3,000.00	750.04	2,250.12	75.00	749.88
<u>CAPITAL EXPENSES</u>						
509920	Capital-Computer Equipment	11,000.00	0.00	0.00	0.00	11,000.00
509950	Capital-Building Improvements	<u>51,414.35</u>	<u>214.68</u>	<u>50,954.78</u>	<u>99.11</u>	<u>459.57</u>
TOTAL CAPITAL EXPENSES		62,414.35	214.68	50,954.78	81.64	11,459.57
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TOTAL FACILITES		152,414.35	8,501.59	112,643.41	73.91	39,770.94
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

01 -GENERAL FUND

CITY COUNCIL

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>PERSONNEL SERVICES</u>						
510526	Insurance (Med,Dental,Vision)	25,190.00	2,065.72	16,525.76	65.60	8,664.24
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	16,525.76	59.68	11,164.24
 <u>CONTRACTUAL EXPENSES</u>						
510604	CELL PHONES	2,880.00	235.44	1,073.99	37.29	1,806.01
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	235.44	1,073.99	32.74	2,206.01
 <u>MISCELLANIOUS EXPENSES</u>						
510744	Minor Equipment	2,000.00	0.00	0.00	0.00	2,000.00
510766	Office Supplies	<u>350.00</u>	<u>0.00</u>	<u>50.00</u>	<u>14.29</u>	<u>300.00</u>
TOTAL MISCELLANIOUS EXPENSES		2,350.00	0.00	50.00	2.13	2,300.00
 <u>EXPENSES (Continued)</u>						
510879	Elected Officials Ins. -TML	<u>1,800.00</u>	<u>414.84</u>	<u>1,244.52</u>	<u>69.14</u>	<u>555.48</u>
TOTAL EXPENSES (Continued)		1,800.00	414.84	1,244.52	69.14	555.48
 <u>CAPITAL EXPENSES</u>						
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TOTAL CITY COUNCIL		35,120.00	2,716.00	18,894.27	53.80	16,225.73
		=====	=====	=====	=====	=====

01 -GENERAL FUND

PARKS

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
PERSONNEL SERVICES						
<hr/>						
CONTRACTUAL EXPENSES						
511603	Utilities/Electric	3,500.00	228.71	1,612.15	46.06	1,887.85
511632	Contractual Services/Parks	3,000.00	0.00	0.00	0.00	3,000.00
511633	Grounds Maintenance	15,000.00	3,973.34	8,409.90	56.07	6,590.10
511634	Building Maintenance	2,500.00	270.63	1,692.76	67.71	807.24
511650	Mowing	30,000.00	0.00	6,299.99	21.00	23,700.01
511663	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		57,000.00	4,472.68	18,014.80	31.60	38,985.20
<hr/>						
MISCELLANIOUS EXPENSES						
511700	Supplies	2,000.00	223.23	1,778.66	88.93	221.34
511744	Minor Tools & Equipment	<u>3,500.00</u>	<u>442.24</u>	<u>1,934.38</u>	<u>55.27</u>	<u>1,565.62</u>
TOTAL MISCELLANIOUS EXPENSES		5,500.00	665.47	3,713.04	67.51	1,786.96
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EXPENSES (Continued)						
511826	Property Insurance-TML	<u>2,000.00</u>	<u>409.10</u>	<u>1,227.30</u>	<u>61.37</u>	<u>772.70</u>
TOTAL EXPENSES (Continued)		2,000.00	409.10	1,227.30	61.37	772.70
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CAPITAL EXPENSES						
511940	Equipment	0.00	0.00	100.00	0.00	( 100.00)
511950	Capital-Bldg Improvements	0.00	( 214.68)	0.00	0.00	0.00
511960	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>14,065.00</u>	<u>0.00</u>	<u>( 14,065.00)</u>
TOTAL CAPITAL EXPENSES		0.00	( 214.68)	14,165.00	0.00	( 14,165.00)
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TOTAL PARKS		64,500.00	5,332.57	37,120.14	57.55	27,379.86
		=====	=====	=====	=====	=====
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*** TOTAL EXPENDITURES ***		4,429,495.50	1,236,369.15	3,348,500.64	75.60	1,080,994.86
<hr/>						
*** REVENUES OVER/(UNDER) EXPENDITURES *		27,747.48	( 769,813.99)	847,775.61	0.00	( 820,028.13)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	1,348,483.34	4,945,865.13	49.81	4,982,634.87
GENERAL AND ADMINISTRATIV		<u>267,037.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>267,037.31</u>
*** TOTAL REVENUES ***		10,195,537.31	1,348,483.34	4,945,865.13	48.51	5,249,672.18
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

WATER		<u>3,788,774.26</u>	<u>422,410.81</u>	<u>2,044,151.23</u>	<u>53.95</u>	<u>1,744,623.03</u>
*** TOTAL EXPENDITURES ***		3,788,774.26	422,410.81	2,044,151.23	53.95	1,744,623.03
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *	6,406,763.05	926,072.53	2,901,713.90	45.29	3,505,049.15	
		=====	=====	=====	=====	=====



## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

02 -WATER

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE</u>						
40001	Water Fund Revenue	1,750,000.00	343,035.77	919,428.21	52.54	830,571.79
40001.03	Sewer Fund Revenue	1,200,000.00	287,966.39	603,570.73	50.30	596,429.27
40002.09	Water Impact Revenue	1,600,000.00	213,900.00	880,700.00	55.04	719,300.00
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	202,800.00	1,469,200.00	45.91	1,730,800.00
40004	Water Tap Fees	175,000.00	64,350.00	240,951.25	137.69	( 65,951.25)
40004.03	Sewer Tap Fees	250,000.00	91,575.00	334,800.00	133.92	( 84,800.00)
40005	Reconnect Fees	20,000.00	5,285.00	24,010.00	120.05	( 4,010.00)
40006	Credit Card Fees	20,000.00	3,582.17	14,001.22	70.01	5,998.78
40010.03	Garbage Collection Fees	3,000.00	306.84	2,180.52	72.68	819.48
40011.03	Garbage Revenue	250,000.00	29,774.14	185,915.86	74.37	64,084.14
40012	Misc. Revenue	0.00	0.00	6.40	0.00	( 6.40)
40015	Cash Collections / Misc.	0.00	0.05	( 156.18)	0.00	156.18
40016	Late Fees-Water	25,000.00	( 128.57)	5,215.31	20.86	19,784.69
40016.03	Late Fees-Sewer	25,000.00	( 46.57)	2,503.50	10.01	22,496.50
40018	Disconnect Fees	30,000.00	45.00	90.00	0.30	29,910.00
40020.09	Impact Fund Interest	6,000.00	1,586.14	3,576.86	59.61	2,423.14
40024	LoneStarGroundwaterConservati	37,500.00	5,458.66	12,848.96	34.26	24,651.04
40025	San Jac River Authority Fee	625,000.00	95,186.88	223,900.98	35.82	401,099.02
40026	Major Maintenance Fee	22,500.00	1,979.90	12,070.76	53.65	10,429.24
40027	Depreciation Fee	19,000.00	1,727.94	10,498.30	55.25	8,501.70
40029	INSTITUTIONAL/NON PRF/EXEMPT	1,000.00	98.60	552.45	55.25	447.55
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	1,348,483.34	4,945,865.13	49.81	4,982,634.87

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

*** TOTAL REVENUE ***	10,195,537.31	1,348,483.34	4,945,865.13	48.51	5,249,672.18
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## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

02 -WATER

WATER

## DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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I & S PAYMENTS

500033.012017	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	84,437.50	170,600.00	100.00	0.00
500051	INT EXP-2021 GO REFUNDING BON	<u>242,136.26</u>	<u>114,261.88</u>	<u>242,136.26</u>	<u>100.00</u>	<u>0.00</u>
TOTAL I & S PAYMENTS		451,779.54	198,699.38	433,342.74	95.92	18,436.80

PERSONNEL SERVICES

500501	Salaries	69,628.00	5,307.27	30,705.10	44.10	38,922.90
500503	Overtime	0.00	264.00	1,721.19	0.00	( 1,721.19)
500515	Longevity	50.00	0.00	30.00	60.00	20.00
500516	T.E.C.	360.00	15.99	387.34	107.59	( 27.34)
500517	T.M.R.S.	3,400.29	351.69	1,532.68	45.07	1,867.61
500518	Worker's Comp.	177.97	76.29	228.87	128.60	( 50.90)
500526	Insurance (Med/Den/Life/Vis.)	24,007.44	2,000.62	11,003.41	45.83	13,004.03
500536	Payroll Tax (F.I.C.A.)	5,330.37	599.89	2,477.79	46.48	2,852.58
500543	Educ.,Travel & Cert.	1,000.00	0.00	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	<u>91,507.50</u>	<u>44,153.00</u>	<u>91,508.00</u>	<u>100.00</u>	( 0.50)
TOTAL PERSONNEL SERVICES		195,861.57	52,768.75	140,089.38	71.52	55,772.19

CONTRACTUAL EXPENSES

500603	Utilities/Electric-Water	66,000.00	6,081.32	38,567.17	58.44	27,432.83
500603.03	Utilities/Electric-Sewer	77,000.00	5,637.04	35,219.40	45.74	41,780.60
500605	Utilities/ Telephone-Water	7,000.00	39.24	246.41	3.52	6,753.59
500627	Maintenance & Repair-Water	125,000.00	405.00	14,676.22	11.74	110,323.78
500627.03	Maint. & Repair/Sewer	100,000.00	8,885.00	46,505.44	46.51	53,494.56
500632	Contract/Consultant Svcs-Wate	76,250.00	1,352.70	54,800.39	71.87	21,449.61
500632.03	Contract/Consultant Svcs-Sewe	75,000.00	1,352.70	63,500.39	84.67	11,499.61
500633	Maint. & Repair Water Equipme	6,000.00	0.00	722.00	12.03	5,278.00
500633.03	Maint & Repair Sewer Equipmen	17,000.00	8,537.87	16,263.92	95.67	736.08
500643	Engineering-Water	10,000.00	9,385.00	15,439.25	154.39	( 5,439.25)
500643.03	Engineering-Sewer	15,000.00	396.25	27,530.45	183.54	( 12,530.45)
500652	Permits,Fees,Testing-Water	27,000.00	0.00	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
500672.03	Garbage Service	187,500.00	0.00	78,764.07	42.01	108,735.93
500673	Computer Software/Updates	14,380.00	375.00	9,456.81	65.76	4,923.19
500677	Minor Tools & Equipment-Water	<u>12,000.00</u>	<u>107.93</u>	<u>1,635.88</u>	<u>13.63</u>	<u>10,364.12</u>
TOTAL CONTRACTUAL EXPENSES		836,130.00	42,555.05	427,635.26	51.14	408,494.74

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

02 -WATER

WATER

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MISCELLANIOUS EXPENSES</u>						
500700	General Supplies (Misc.)-Wate	50,000.00	5,366.74	31,803.37	63.61	18,196.63
500700.03	General Supplies (Misc.)-Sewe	8,000.00	1,003.51	4,544.34	56.80	3,455.66
500744.03	Minor Tools & Equip.-Sewer	4,000.00	0.00	2,942.31	73.56	1,057.69
500766	Office Supplies	2,500.00	48.07	429.51	17.18	2,070.49
500780	Chemicals/Water Treatment	23,000.00	4,824.74	15,238.30	66.25	7,761.70
500780.03	Chemicals/Sewer Treatment	<u>11,000.00</u>	<u>555.74</u>	<u>2,625.46</u>	<u>23.87</u>	<u>8,374.54</u>
TOTAL MISCELLANIOUS EXPENSES		98,500.00	11,798.80	57,583.29	58.46	40,916.71

EXPENSES (Continued)

500800	Bank Fees	18,000.00	2,899.13	16,136.93	89.65	1,863.07
500802.09	Water Impact Expense	250,000.00	230.00	1,180.00	0.47	248,820.00
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	66,038.33	373,822.63	55.38	301,177.37
500805	Lone Star Water Conservation	25,000.00	0.00	16,766.25	67.07	8,233.75
500825.03	Sewer Liability Ins.-TML	1,500.00	219.34	658.02	43.87	841.98
500826	Water Plant Insurance - TML	9,000.00	2,454.66	7,363.98	81.82	1,636.02
500826.03	Sewer Plant Insurance-TML	12,000.00	3,204.70	9,614.10	80.12	2,385.90
500830.03	Personal Property Ins.-TML	2,000.00	286.50	867.50	43.38	1,132.50
500831.03	Damage Claims	1,000.00	0.00	0.00	0.00	1,000.00
500833	Postage	4,500.00	2,500.00	5,097.50	113.28	( 597.50)
500857.03	Sludge Hauling	82,000.00	10,156.17	39,076.17	47.65	42,923.83
500859	Transfer to General Fund	<u>596,503.15</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>596,503.15</u>
TOTAL EXPENSES (Continued)		1,926,503.15	87,988.83	470,583.08	24.43	1,455,920.07

CAPITAL EXPENSES

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	28,600.00	363,950.00	727.90	( 313,950.00)
500960.03	Capital Outlay - Sewer	170,000.00	0.00	84,338.00	49.61	85,662.00
500975	CAPITAL OUTLAY	<u>0.00</u>	<u>0.00</u>	<u>8,629.48</u>	<u>0.00</u>	<u>( 8,629.48)</u>
TOTAL CAPITAL EXPENSES		280,000.00	28,600.00	514,917.48	183.90	( 234,917.48)

TOTAL WATER	3,788,774.26	422,410.81	2,044,151.23	53.95	1,744,623.03
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FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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						
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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		=====	=====	=====	=====	=====

AS OF: APRIL 30TH, 2022

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
<u>T &amp; S PAYMENTS</u>						
<hr/>						
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	3,788,774.26	422,410.81	2,044,151.23	53.95	1,744,623.03
***	REVENUES OVER/(UNDER) EXPENDITURES *	6,406,763.05	926,072.53	2,901,713.90	0.00	3,505,049.15
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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
	PROJECT REVENUE	<u>1,062,287.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,062,287.00</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>131,928.70</u>	<u>3,214,412.84</u>	<u>89.37</u>	<u>382,209.16</u>
***	TOTAL EXPENDITURES ***	3,596,622.00	131,928.70	3,214,412.84	89.37	382,209.16
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES	( 1,660,485.00)	( 131,928.70)	( 3,214,412.84)	193.58	1,553,927.84
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

04 -CAPITAL PROJ-ENTERPRISE

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40000	TRANSFERS - NET UTILITY FUND	873,850.00	0.00	0.00	0.00	873,850.00
	TOTAL REVENUE	873,850.00	0.00	0.00	0.00	873,850.00
GENERAL AND ADMINISTRATIV						
<hr/>						
PROJECT REVENUE						
40903	PROCEEDS TX GEN LAND OFF	1,062,287.00	0.00	0.00	0.00	1,062,287.00
	TOTAL PROJECT REVENUE	1,062,287.00	0.00	0.00	0.00	1,062,287.00
INTRA-FUND TRANSFERS IN						
<hr/>						
*** TOTAL REVENUE ***		1,936,137.00	0.00	0.00	0.00	1,936,137.00
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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/>						
	I & S PAYMENTS					
	PERSONNEL SERVICES					
	CONTRACTUAL EXPENSES					
	MISCELLANIOUS EXPENSES					
<hr/>						
EXPENSES (Continued)						
500800	BANK FEES	0.00	530.00	530.00	0.00	( 530.00)
	TOTAL EXPENSES (Continued)	0.00	530.00	530.00	0.00	( 530.00)
<hr/>						
CAPITAL EXPENSES						
500950.02	ENGINEERING-FM 1774 UTILITIES	0.00	2,412.50	7,150.00	0.00	( 7,150.00)
500950.06	WWTP-EXPAN & SANITARY SWR REP 1,000,000.00		0.00	1,718,499.95	171.85	( 718,499.95)
500950.07	ENGINEERING-FM1488 UTIL RELOC	0.00	0.00	320.00	0.00	( 320.00)
500950.08	HUD-GLO PHASE 2 NICHOLS SAWMI 1,346,622.00		90,536.20	584,479.15	43.40	762,142.85
500950.09	PROJECT-BUDDY RILEY EXP-USDA 1,000,000.00		0.00	0.00	0.00	1,000,000.00
500950.12	FM 1488 FORCE MAIN RELOCATION	0.00	1,100.00	688,066.74	0.00	( 688,066.74)
500950.14	WATER PLANT # 3	250,000.00	37,350.00	161,450.00	64.58	88,550.00
500950.17	NICHOLS SAWMILL PHASE 3	0.00	0.00	53,917.00	0.00	( 53,917.00)
	TOTAL CAPITAL EXPENSES	3,596,622.00	131,398.70	3,213,882.84	89.36	382,739.16
<hr/>						
	TOTAL CAPITAL PROJ-ENTERPRISE	3,596,622.00	131,928.70	3,214,412.84	89.37	382,209.16
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	3,596,622.00	131,928.70	3,214,412.84	89.37	382,209.16
<hr/>						
***	REVENUES OVER/(UNDER) EXPENDITURES ( 1,660,485.00)	( 131,928.70)	( 3,214,412.84)	0.00		1,553,927.84
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	15,401.29	754,836.71	96.31	28,898.29
	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	15,401.29	754,836.71	96.01	31,398.29
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	DEBT SERVICE GENERAL	<u>785,718.00</u>	<u>18,922.00</u>	<u>131,217.00</u>	<u>16.70</u>	<u>654,501.00</u>
***	TOTAL EXPENDITURES ***	785,718.00	18,922.00	131,217.00	16.70	654,501.00
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	517.00	( 3,520.71)	623,619.71	622.77	( 623,102.71)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	15,380.37	754,784.63	96.53	27,150.37
40034	2014 G/O I&S INT EARNED	<u>1,800.00</u>	<u>20.92</u>	<u>52.08</u>	<u>2.89</u>	<u>1,747.92</u>
	TOTAL REVENUE	783,735.00	15,401.29	754,836.71	96.31	28,898.29
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
<hr/>						
*** TOTAL REVENUE ***		786,235.00	15,401.29	754,836.71	96.01	31,398.29
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>18,922.00</u>	<u>39,217.00</u>	<u>100.00</u>	<u>1.00</u>
	TOTAL I & S PAYMENTS	130,718.00	18,922.00	130,717.00	100.00	1.00
<hr/>						
<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
<hr/>						
<u>EXPENSES (Continued)</u>						
<hr/>						
<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	18,922.00	131,217.00	16.70	654,501.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	785,718.00	18,922.00	131,217.00	16.70	654,501.00
<hr/>						
***	REVENUES OVER/ (UNDER) EXPENDITURES *	517.00	( 3,520.71)	623,619.71	0.00	( 623,102.71)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

06 -4B COMMUNITY 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		501,000.00	37,556.89	370,029.80	73.86	130,970.20
GENERAL AND ADMINISTRATIV		<u>5,000.00</u>	<u>( 11,927.81)</u>	<u>( 11,825.77)</u>	<u>236.52-</u>	<u>16,825.77</u>
*** TOTAL REVENUES ***		506,000.00	25,629.08	358,204.03	70.79	147,795.97
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

4B COMMUNITY DEVELOPMENT		<u>379,018.31</u>	<u>17,312.09</u>	<u>125,812.38</u>	<u>33.19</u>	<u>253,205.93</u>
*** TOTAL EXPENDITURES ***		379,018.31	17,312.09	125,812.38	33.19	253,205.93
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		126,981.69	8,316.99	232,391.65	183.01	( 105,409.96)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

06 -4B COMMUNITY DEV.

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
40014	4B 1/4 % Sales Tax Revenue	500,000.00	37,314.28	369,462.69	73.89	130,537.31
40022	4B Interest Earned	<u>1,000.00</u>	<u>242.61</u>	<u>567.11</u>	<u>56.71</u>	<u>432.89</u>
	TOTAL REVENUE	501,000.00	37,556.89	370,029.80	73.86	130,970.20
GENERAL AND ADMINISTRATIV						
40133	The Stroll	<u>5,000.00</u>	<u>( 11,927.81)</u>	<u>( 11,825.77)</u>	<u>236.52-</u>	<u>16,825.77</u>
	TOTAL GENERAL AND ADMINISTRATIV	5,000.00	( 11,927.81)	( 11,825.77)	236.52-	16,825.77
<hr/>						
*** TOTAL REVENUE ***		506,000.00	25,629.08	358,204.03	70.79	147,795.97
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	1,096.78	6,904.77	17.18	33,284.23
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500550	Dues & Memberships	<u>500.00</u>	<u>500.00</u>	<u>510.00</u>	<u>102.00</u>	<u>( 10.00)</u>
	TOTAL PERSONNEL SERVICES	42,189.00	1,596.78	7,414.77	17.58	34,774.23
<u>CONTRACTUAL EXPENSES</u>						
500632	Contract/Consultant Services	500.00	7,183.33	29,916.65	983.33	( 29,416.65)
500632.01	OFFICE RENTAL	0.00	200.00	200.00	0.00	( 200.00)
500640	Legal	1,200.00	962.00	1,868.50	155.71	( 668.50)
500641	Auditing/Accounting Services	2,652.00	0.00	0.00	0.00	2,652.00
500643	Engineering	0.00	0.00	3,961.25	0.00	( 3,961.25)
500673	Computer Software	0.00	0.00	1,443.75	0.00	( 1,443.75)
500674	Posting & Advertising	0.00	0.00	198.50	0.00	( 198.50)
500675	Promotions	<u>2,000.00</u>	<u>0.00</u>	<u>498.10</u>	<u>24.91</u>	<u>1,501.90</u>
	TOTAL CONTRACTUAL EXPENSES	6,352.00	8,345.33	38,086.75	599.60	( 31,734.75)
<u>MISCELLANIOUS EXPENSES</u>						
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
500766	Office Supplies	<u>200.00</u>	<u>87.19</u>	<u>114.88</u>	<u>57.44</u>	<u>85.12</u>
	TOTAL MISCELLANIOUS EXPENSES	1,940.00	87.19	5,109.88	263.40	( 3,169.88)
<u>EXPENSES (Continued)</u>						
500824	Errors & Omissions Insurance	2,200.00	414.83	1,244.49	56.57	955.51
500825	Liability Insurance 4B - TML	1,300.00	219.33	657.99	50.61	642.01
500840	Eco Dev Bus Improvement Grant	45,000.00	0.00	0.00	0.00	45,000.00
500845	Monuments/Signs	5,000.00	0.00	0.00	0.00	5,000.00
500848	Park Maintenance	0.00	270.63	568.63	0.00	( 568.63)
500851	Downtown Revitalization	<u>8,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,000.00</u>
	TOTAL EXPENSES (Continued)	61,500.00	904.79	2,471.11	4.02	59,028.89
<u>CAPITAL EXPENSES</u>						
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
500972	Prop Purchase(Commerce/Nichol	0.00	5,000.00	5,000.00	0.00	( 5,000.00)
500976	CAPITAL EXPENSES	<u>0.00</u>	<u>1,378.00</u>	<u>67,729.87</u>	<u>0.00</u>	<u>( 67,729.87)</u>
	TOTAL CAPITAL EXPENSES	267,037.31	6,378.00	72,729.87	27.24	194,307.44
TOTAL 4B COMMUNITY DEVELOPMENT		379,018.31	17,312.09	125,812.38	33.19	253,205.93
		=====	=====	=====	=====	=====
*** TOTAL EXPENDITURES ***		379,018.31	17,312.09	125,812.38	33.19	253,205.93
*** REVENUES OVER/ (UNDER) EXPENDITURES *		126,981.69	8,316.99	232,391.65	0.00	( 105,409.96)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

07 -4A ECONOMIC DEV.

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE SUMMARY						
	REVENUE	<u>803,000.00</u>	<u>75,083.00</u>	<u>739,972.76</u>	<u>92.15</u>	<u>63,027.24</u>
***	TOTAL REVENUES ***	803,000.00	75,083.00	739,972.76	92.15	63,027.24
		=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
	4A ECONOMIC DEVELOPMENT	<u>96,152.00</u>	<u>11,912.04</u>	<u>69,037.65</u>	<u>71.80</u>	<u>27,114.35</u>
***	TOTAL EXPENDITURES ***	96,152.00	11,912.04	69,037.65	71.80	27,114.35
		=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	706,848.00	63,170.96	670,935.11	94.92	35,912.89
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	74,628.54	738,925.33	92.37	61,074.67
40022	4A Interest Earned	<u>3,000.00</u>	<u>454.46</u>	<u>1,047.43</u>	<u>34.91</u>	<u>1,952.57</u>
TOTAL REVENUE		803,000.00	75,083.00	739,972.76	92.15	63,027.24

GENERAL AND ADMINISTRATIV

*** TOTAL REVENUE ***	803,000.00	75,083.00	739,972.76	92.15	63,027.24
	=====	=====	=====	=====	=====



## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	4,653.13	10.44	39,921.87
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500550	Dues & Memberships	<u>500.00</u>	<u>0.00</u>	<u>10.00</u>	<u>2.00</u>	<u>490.00</u>
TOTAL PERSONNEL SERVICES		46,575.00	196.86	4,663.13	10.01	41,911.87

CONTRACTUAL EXPENSES

500632	Contract/Consultant Services	300.00	10,183.33	42,271.65	90.55	( 41,971.65)
500632.02	OFFICE RENTAL	0.00	200.00	200.00	0.00	( 200.00)
500640	Legal	5,000.00	610.50	7,416.55	148.33	( 2,416.55)
500641	Auditing/Accounting Services	2,652.00	0.00	0.00	0.00	2,652.00
500673	Computer Software	0.00	0.00	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	10,993.83	52,777.48	541.20	( 43,025.48)

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)
500766	Office Supplies	<u>250.00</u>	<u>87.19</u>	<u>958.45</u>	<u>383.38</u>	<u>( 708.45)</u>
TOTAL MISCELLANIOUS EXPENSES		450.00	87.19	8,345.45	854.54	( 7,895.45)

EXPENSES (Continued)

500824	Error & Omissions Ins.- 4A-TM	2,500.00	414.83	1,244.49	49.78	1,255.51
500825	Liability Insurance 4A - TML	1,600.00	219.33	657.99	41.12	942.01
500838	Promotional Expense	0.00	0.00	731.71	0.00	( 731.71)
500875	2012 REV BOND INT PAY'T	<u>35,275.00</u>	<u>0.00</u>	<u>617.40</u>	<u>1.75</u>	<u>34,657.60</u>
TOTAL EXPENSES (Continued)		39,375.00	634.16	3,251.59	8.26	36,123.41

CAPITAL EXPENSES

TOTAL 4A ECONOMIC DEVELOPMENT		96,152.00	11,912.04	69,037.65	71.80	27,114.35
		=====	=====	=====	=====	=====

*** TOTAL EXPENDITURES ***	96,152.00	11,912.04	69,037.65	71.80	27,114.35
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*** REVENUES OVER/(UNDER) EXPENDITURES *	706,848.00	63,170.96	670,935.11	0.00	35,912.89
	=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>6.62</u>	<u>21.90</u>	<u>0.00</u>	<u>( 21.90)</u>
	*** TOTAL REVENUES ***	<u>0.00</u>	<u>6.62</u>	<u>21.90</u>	<u>0.00</u>	<u>( 21.90)</u>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	ATS-RED LIGHT CAMERA	<u>50,000.00</u>	<u>9,961.02</u>	<u>44,943.01</u>	<u>89.89</u>	<u>5,056.99</u>
	*** TOTAL EXPENDITURES ***	<u>50,000.00</u>	<u>9,961.02</u>	<u>44,943.01</u>	<u>89.89</u>	<u>5,056.99</u>
		=====	=====	=====	=====	=====
	*** REVENUES OVER/(UNDER) EXPENDITURES (	<u>50,000.00)</u>	<u>( 9,954.40)</u>	<u>( 44,921.11)</u>	<u>89.84</u>	<u>( 5,078.89)</u>
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	<u>0.00</u>	<u>6.62</u>	<u>21.90</u>	<u>0.00</u>	( <u>21.90</u> )
	TOTAL REVENUE	0.00	6.62	21.90	0.00	( 21.90)
<hr/>						
***	TOTAL REVENUE ***	0.00	6.62	21.90	0.00	( 21.90)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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
<hr/>						
PERSONNEL SERVICES						
<hr/>						
CONTRACTUAL EXPENSES						
500630	Red Light Camera-Expense	0.00	0.00	5,800.17	0.00	( 5,800.17)
TOTAL CONTRACTUAL EXPENSES		0.00	0.00	5,800.17	0.00	( 5,800.17)
<hr/>						
MISCELLANIOUS EXPENSES						
500760	Fuel	50,000.00	9,961.02	39,142.84	78.29	10,857.16
TOTAL MISCELLANIOUS EXPENSES		50,000.00	9,961.02	39,142.84	78.29	10,857.16
<hr/>						
EXPENSES (Continued)						
<hr/>						
CAPITAL EXPENSES						
<hr/>						
<hr/>						
TOTAL ATS-RED LIGHT CAMERA		50,000.00	9,961.02	44,943.01	89.89	5,056.99
		=====	=====	=====	=====	=====
<hr/>						
*** TOTAL EXPENDITURES ***		50,000.00	9,961.02	44,943.01	89.89	5,056.99
<hr/>						
*** REVENUES OVER/(UNDER) EXPENDITURES (		50,000.00)	( 9,954.40)	( 44,921.11)	0.00	( 5,078.89)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>37,770.89</u>	<u>370,544.32</u>	<u>89.94</u>	<u>41,455.68</u>
	*** TOTAL REVENUES ***	412,000.00	37,770.89	370,544.32	89.94	41,455.68
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	HB 445 ROAD REPAIR	<u>300,000.00</u>	<u>930.00</u>	<u>1,860.00</u>	<u>0.62</u>	<u>298,140.00</u>
	*** TOTAL EXPENDITURES ***	300,000.00	930.00	1,860.00	0.62	298,140.00
		=====	=====	=====	=====	=====
	*** REVENUES OVER/(UNDER) EXPENDITURES *	112,000.00	36,840.89	368,684.32	329.18	( 256,684.32)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	37,314.26	369,462.63	92.37	30,537.37
40020	HB 445 Interest Earned	<u>12,000.00</u>	<u>456.63</u>	<u>1,081.69</u>	<u>9.01</u>	<u>10,918.31</u>
TOTAL REVENUE		412,000.00	37,770.89	370,544.32	89.94	41,455.68
<hr/>						
*** TOTAL REVENUE ***		412,000.00	37,770.89	370,544.32	89.94	41,455.68
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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)						
500850	HB445 Road Repair	<u>300,000.00</u>	<u>930.00</u>	<u>1,860.00</u>	<u>0.62</u>	<u>298,140.00</u>
	TOTAL EXPENSES (Continued)	300,000.00	930.00	1,860.00	0.62	298,140.00
<hr/>						
CAPITAL EXPENSES						
<hr/>						
	TOTAL HB 445 ROAD REPAIR	300,000.00	930.00	1,860.00	0.62	298,140.00
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	300,000.00	930.00	1,860.00	0.62	298,140.00
<hr/>						
***	REVENUES OVER/ (UNDER) EXPENDITURES *	112,000.00	36,840.89	368,684.32	0.00	( 256,684.32)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>3,931.65</u>	<u>36,614.87</u>	<u>91.54</u>	<u>3,385.13</u>
*** TOTAL REVENUES ***		40,000.00	3,931.65	36,614.87	91.54	3,385.13
		=====	=====	=====	=====	=====

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	3,931.65	23,785.45	0.00	( 23,785.45)
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	<u>40,000.00</u>	<u>3,931.65</u>	<u>36,614.87</u>	<u>91.54</u>	<u>3,385.13</u>
	TOTAL GENERAL AND ADMINISTRATIV	40,000.00	3,931.65	36,614.87	91.54	3,385.13
<hr/>						
*** TOTAL REVENUE ***		40,000.00	3,931.65	36,614.87	91.54	3,385.13
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	3,931.65	23,785.45	0.00	( 23,785.45)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>731.00</u>	<u>5,552.02</u>	<u>79.31</u>	<u>1,447.98</u>
*** TOTAL REVENUES ***		7,000.00	731.00	5,552.02	79.31	1,447.98
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

MC SECURITY		<u>5,000.00</u>	<u>791.54</u>	<u>3,753.93</u>	<u>75.08</u>	<u>1,246.07</u>
*** TOTAL EXPENDITURES ***		5,000.00	791.54	3,753.93	75.08	1,246.07
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		2,000.00	( 60.54)	1,798.09	89.90	201.91
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	<u>7,000.00</u>	<u>731.00</u>	<u>5,552.02</u>	<u>79.31</u>	<u>1,447.98</u>
TOTAL COURTS		7,000.00	731.00	5,552.02	79.31	1,447.98
<hr/>						
*** TOTAL REVENUE ***		7,000.00	731.00	5,552.02	79.31	1,447.98
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>791.54</u>	<u>3,753.93</u>	<u>75.08</u>	<u>1,246.07</u>
	TOTAL PERSONNEL SERVICES	5,000.00	791.54	3,753.93	75.08	1,246.07
<u>CONTRACTUAL EXPENSES</u>						
<u>CAPITAL EXPENSES</u>						
<hr/>						
	TOTAL MC SECURITY	5,000.00	791.54	3,753.93	75.08	1,246.07
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	5,000.00	791.54	3,753.93	75.08	1,246.07
<hr/>						
***	REVENUES OVER/(UNDER) EXPENDITURES *	2,000.00	( 60.54)	1,798.09	0.00	201.91
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>788.70</u>	<u>6,236.93</u>	<u>69.30</u>	<u>2,763.07</u>
*** TOTAL REVENUES ***		9,000.00	788.70	6,236.23	69.29	2,763.77
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

MC TECHNOLOGY FUND		<u>8,100.00</u>	<u>813.17</u>	<u>6,202.84</u>	<u>76.58</u>	<u>1,897.16</u>
*** TOTAL EXPENDITURES ***		8,100.00	813.17	6,202.84	76.58	1,897.16
		=====	=====	=====	=====	=====
*** REVENUES OVER/(UNDER) EXPENDITURES *		900.00	( 24.47)	33.39	3.71	866.61
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>788.70</u>	<u>6,236.93</u>	<u>69.30</u>	<u>2,763.07</u>
	TOTAL RESTRICTED ACCOUNTS	9,000.00	788.70	6,236.93	69.30	2,763.07
<hr/>						
*** TOTAL REVENUE ***		9,000.00	788.70	6,236.23	69.29	2,763.77
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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 Technology Fund Expenses	<u>8,100.00</u>	<u>813.17</u>	<u>6,202.84</u>	<u>76.58</u>	<u>1,897.16</u>
	TOTAL PERSONNEL SERVICES	8,100.00	813.17	6,202.84	76.58	1,897.16
<hr/>						
	TOTAL MC TECHNOLOGY FUND	8,100.00	813.17	6,202.84	76.58	1,897.16
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	8,100.00	813.17	6,202.84	76.58	1,897.16
<hr/>						
***	REVENUES OVER/ (UNDER) EXPENDITURES *	900.00	( 24.47)	33.39	0.00	866.61
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

27 -IN-KIND FRANCHISE FEES

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE SUMMARY						
	GENERAL AND ADMINISTRATIV	0.00	0.00	3,915.20	0.00	( 3,915.20)
***	TOTAL REVENUES ***	0.00	0.00	3,915.20	0.00	( 3,915.20)
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

		=====	=====	=====	=====	=====
***	REVENUES OVER/ (UNDER) EXPENDITURES *	0.00	0.00	3,915.20	0.00	( 3,915.20)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

27 -IN-KIND FRANCHISE FEES

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
GENERAL AND ADMINISTRATIV						
40120	IN-KIND FRANCHISE INCOME	0.00	0.00	3,915.20	0.00	( 3,915.20)
	TOTAL GENERAL AND ADMINISTRATIV	0.00	0.00	3,915.20	0.00	( 3,915.20)
<hr/>						
*** TOTAL REVENUE ***		0.00	0.00	3,915.20	0.00	( 3,915.20)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

27 -IN-KIND FRANCHISE FEES

IN-KIND FRANCHISE FEES

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D	% OF	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
<hr/>						
CAPITAL EXPENSES		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>						
		=====	=====	=====	=====	=====
<hr/>						
*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	0.00	3,915.20	0.00	( 3,915.20)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

30 -CAPITAL PROJECTS

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

=====	=====	=====	=====	=====
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EXPENDITURE SUMMARY

=====	=====	=====	=====	=====
=====	=====	=====	=====	=====

AS OF: APRIL 30TH, 2022

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE						
GENERAL AND ADMINISTRATIV						
<hr/>						
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

30 -CAPITAL PROJECTS

NON-DEPARTMENTAL

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
CONTRACTUAL EXPENSES		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
EXPENSES (Continued)		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
CAPITAL EXPENSES		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		=====	=====	=====	=====	=====
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		=====	=====	=====	=====	=====

## FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>640.29</u>	<u>122,173.79</u>	<u>98.28</u>	<u>2,141.21</u>
***	TOTAL REVENUES ***	124,315.00	640.29	122,173.79	98.28	2,141.21
		=====	=====	=====	=====	=====
<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	640.29	75,926.29	113.29	( 69,106.29)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>640.29</u>	<u>122,173.79</u>	<u>98.28</u>	<u>2,141.21</u>
	TOTAL GENERAL AND ADMINISTRATIV	124,315.00	640.29	122,173.79	98.28	2,141.21
<hr/>						
*** TOTAL REVENUE ***		124,315.00	640.29	122,173.79	98.28	2,141.21
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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
<hr/>						
<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>						
 <u>MISCELLANIOUS EXPENSES</u>						
 <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)
<hr/>						
	TOTAL MAGNOLIA RIDGE PID	117,495.00	0.00	46,247.50	39.36	71,247.50
		=====	=====	=====	=====	=====
<hr/>						
***	TOTAL EXPENDITURES ***	117,495.00	0.00	46,247.50	39.36	71,247.50
***	REVENUES OVER/(UNDER) EXPENDITURES *	6,820.00	640.29	75,926.29	0.00	( 69,106.29)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

40 -SEIZED PROPERTY

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
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REVENUE SUMMARY

POLICE		0.00	0.00	11,700.41	0.00	( 11,700.41)
*** TOTAL REVENUES ***		0.00	0.00	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	0.00	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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>0.00</u>	<u>11,700.41</u>	<u>0.00</u>	( <u>11,700.41</u> )
	TOTAL POLICE	0.00	0.00	11,700.41	0.00	( 11,700.41)
<hr/>						
*** TOTAL REVENUE ***		0.00	0.00	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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/>						
	CONTRACTUAL EXPENSES	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	MISCELLANIOUS EXPENSES	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	CAPITAL EXPENSES	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>						
		=====	=====	=====	=====	=====
<hr/>						
*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	0.00	11,700.41	0.00	( 11,700.41)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

50 -JUDICIAL EFFICIENCY

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
REVENUE SUMMARY						
RESTRICTED ACCOUNTS		<u>200.00</u>	<u>98.30</u>	<u>457.10</u>	<u>228.55</u>	<u>( 257.10)</u>
*** TOTAL REVENUES ***		200.00	98.30	457.10	228.55	( 257.10)
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

		<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
		=====	=====	=====	=====	=====
*** REVENUES OVER/ (UNDER) EXPENDITURES *		200.00	98.30	457.10	228.55	( 257.10)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	98.30	457.10	228.55	( 257.10)
	TOTAL RESTRICTED ACCOUNTS	200.00	98.30	457.10	228.55	( 257.10)
<hr/>						
***	TOTAL REVENUE ***	200.00	98.30	457.10	228.55	( 257.10)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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						
<hr/>						
=====						
<hr/>						
*** REVENUES OVER/(UNDER) EXPENDITURES *						
		200.00	98.30	457.10	0.00	( 257.10)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 2022

51 -LOCAL MUNICIPAL JURY FUND

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
-------	--------------	------------------	-------------------	-----------------	----------------	-------------------

REVENUE SUMMARY

COURTS		0.00	13.93	101.72	0.00	( 101.72)
*** TOTAL REVENUES ***		0.00	13.93	101.72	0.00	( 101.72)
		=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	13.93	101.72	0.00	( 101.72)
		=====	=====	=====	=====	=====



FINANCIAL STATEMENT - UNAUDITED

AS OF: APRIL 30TH, 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	<u>0.00</u>	<u>13.93</u>	<u>101.72</u>	<u>0.00</u>	( <u>101.72</u> )
	TOTAL COURTS	0.00	13.93	101.72	0.00	( 101.72)
<hr/>						
*** TOTAL REVENUE ***		0.00	13.93	101.72	0.00	( 101.72)
		=====	=====	=====	=====	=====
<hr/>						
*** REVENUES OVER/ (UNDER) EXPENDITURES *		0.00	13.93	101.72	0.00	( 101.72)
		=====	=====	=====	=====	=====

99 -POOLED CASH  
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D	% OF	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
<hr/>						
EXPENDITURE SUMMARY						
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
<hr/>						
		=====	=====	=====	=====	=====

CITY OF MAGNOLIA  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: APRIL 30TH, 2022

% OF YEAR COMPLETED: 58.33

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	2,376,742.60	4,457,242.98	466,555.16	4,196,276.25	260,966.73	94.15
02 -WATER	5,467,293.61	2,721,472.04	10,195,537.31	1,348,483.34	4,945,865.13	5,249,672.18	48.51
04 -CAPITAL PROJ-ENTERPRI	3,204,350.00	550,196.49	1,936,137.00	0.00	0.00	1,936,137.00	0.00
05 -DEBT SERVICE - GENERA	676,235.00	644,135.66	786,235.00	15,401.29	754,836.71	31,398.29	96.01
06 -4B COMMUNITY DEV.	322,500.00	286,525.51	506,000.00	25,629.08	358,204.03	147,795.97	70.79
07 -4A ECONOMIC DEV.	620,000.00	554,844.96	803,000.00	75,083.00	739,972.76	63,027.24	92.15
10 -ATS-RED LIGHT CAMERA	1,500.00	259.18	0.00	6.62	21.90 (	21.90)	0.00
11 -HB 445 ROAD REPAIR	312,000.00	277,915.52	412,000.00	37,770.89	370,544.32	41,455.68	89.94
17 -HOTEL/MOTEL OCCUPANCY	45,000.00	20,017.22	40,000.00	3,931.65	36,614.87	3,385.13	91.54
18 -MC SECURITY FUND	5,500.00	4,618.99	7,000.00	731.00	5,552.02	1,447.98	79.31
19 -MC TECHNOLOGY FUND	11,000.00	5,036.72	9,000.00	788.70	6,236.23	2,763.77	69.29
27 -IN-KIND FRANCHISE FEE	0.00	341.69	0.00	0.00	3,915.20 (	3,915.20)	0.00
32 -MAGNOLIA RIDGE - PID	124,315.00	125,663.23	124,315.00	640.29	122,173.79	2,141.21	98.28
40 -SEIZED PROPERTY	0.00	1,481.74	0.00	0.00	11,700.41 (	11,700.41)	0.00
50 -JUDICIAL EFFICIENCY	600.00	144.05	200.00	98.30	457.10 (	257.10)	228.55
51 -LOCAL MUNICIPAL JURY	0.00	12.00	0.00	13.93	101.72 (	101.72)	0.00
GRAND TOTAL REVENUES	15,712,288.56 =====	7,569,407.60 =====	19,276,667.29 =====	1,975,133.25 =====	11,552,472.44 =====	7,724,194.85 =====	59.93 =====

CITY OF MAGNOLIA  
STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL  
AS OF: APRIL 30TH, 2022

PAGE: 2

% OF YEAR COMPLETED: 58.33

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	1,891,321.54	4,429,495.50	1,236,369.15	3,348,500.64	1,080,994.86	75.60
02 -WATER	3,263,955.09	1,429,133.78	3,788,774.26	422,410.81	2,044,151.23	1,744,623.03	53.95
04 -CAPITAL PROJ-ENTERPRI	12,473,850.00	3,155,233.11	3,596,622.00	131,928.70	3,214,412.84	382,209.16	89.37
05 -DEBT SERVICE - GENERA	674,917.50	130,917.50	785,718.00	18,922.00	131,217.00	654,501.00	16.70
06 -4B COMMUNITY DEV.	320,037.00	213,990.33	379,018.31	17,312.09	125,812.38	253,205.93	33.19
07 -4A ECONOMIC DEV.	100,563.00	58,117.11	96,152.00	11,912.04	69,037.65	27,114.35	71.80
10 -ATS-RED LIGHT CAMERA	344,838.10	232,795.69	50,000.00	9,961.02	44,943.01	5,056.99	89.89
11 -HB 445 ROAD REPAIR	300,000.00	11,387.93	300,000.00	930.00	1,860.00	298,140.00	0.62
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	2,432.33	5,000.00	791.54	3,753.93	1,246.07	75.08
19 -MC TECHNOLOGY FUND	15,600.00	3,586.50	8,100.00	813.17	6,202.84	1,897.16	76.58
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	7,353,637.00	13,596,375.07	1,851,350.52	9,048,968.44	( 4,547,406.63)	66.55
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 5,670,005.45)	215,770.60	5,680,292.22	123,782.73	2,503,504.00	3,176,788.22	44.07

## 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>	26,094.32	15,156.84	41,251.16
<b>MAY 2022</b>			
<b>JUN. 2022</b>			
<b>JUL. 2022</b>			
<b>AUG. 2022</b>			
<b>SEPT. 2022</b>			
<b>TOTAL:</b>	191,404.84	123,718.64	325,123.48
	BY: FRANCES SUAREZ 05/03/2022		

## 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	164	244	389	59	50	35	4	0	0	3
May										
June										
July										
August										
September										
October										
November										
December										
<b>TOTAL</b>	<b>485</b>	<b>704</b>	<b>942</b>	<b>1425</b>	<b>204</b>	<b>114</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>14</b>
<b>Completed By: Frances Suarez</b>										

## Code Compliance Report

For Month Of MARCH 2022

DATE	ADDRESS	NAME	VIOLATION	STATUS
3/3	18111 Buddy Riley Blvd.	City of Magnolia	SIGNS	2 Removed
3/9	114 MELTON	MATTEN, E.D.	TRAVEL TRAILER <sup>OUT OF COMPLIANCE</sup>	Citation Issued
3/9	110 SARA LN	TORRES	RV ON PRIVATE PROPERTY	Notified by letter
3/11	545 MELTON ST.	ALAIMO	RV ON PRIVATE PROPERTY	Notified by Mail
3/14	Montgomery, TX	Edigio, E.	Property Inquiry - Not in Magnolia	
3/15	214 Butler St.	Astolfo, J. / WARE, J.E.	RV ON PRIVATE PROPERTY	Notified
3/16	38900 FM 1774 Rd.	TURK, Michael F	Abandoned Signs	Notice Sent
3/17	18423 FM 1488 Rd.	DAR PRO Solutions	Grease bin Overflow	Will pick up
3/18	40420 Mill Creek Rd.	PENA	ENCROACHMENT by developer	Referred to county
3/18	18111 Buddy Riley Blvd	City of Magnolia	SIGNS	No removed
3/21	280 Country Crossing Circle	<del>220</del> Colonna, Michael	Drainage in backyard	Consult Builder
3/21	31510 BRYAN ST.	YEATS, V	Utility Trailer (BRYAN ST)	Notice Mailed
3/21	31510 BRYAN ST.	Kirk, B	" " "	Notice Mailed
3/21	130 SARA LN	Onofre, F & Benitez, L	Food Trailer	Notice Mailed
3/25	214 R.L. Butler St.	Astolfo, J & WARE J.E.	RV NOT in compliance	Notified 3-25-22 <sup>(4-18)</sup>
3/25	110 SARA LN.	TORRES, M	<del>RV</del> Trailer not in compliance	Notified 3-25 <sup>(4-18)</sup>
3/25	130 SARA LN.	Onofre / Benitez	FOOD TRAILER not compliance	Notified 3-25-22 <sup>(4-18)</sup>
3/28	203 MAGNOLIA Blvd.	WIN COMMERCIAL PROPERTY LLC	DUMPSTER ENCLOSURE	Citation Issued
3/29	18111 Buddy Riley Blvd.	City of Magnolia	SIGNS	38 removed
3/31	18111 Buddy Riley	City of Magnolia	SIGNS	3 Removed
3/31	18904 FM 1488 Rd.	FEDDY LTD.	SIGNS	Now Compliance

# ENGINEERING REPORT

MAY 10, 2022

## 1. CAPITAL IMPROVEMENT PLAN PROJECTS

### A. Water Plant No. 3

#### 45-Acre Tract Wetlands Delineation and Phase I ESA

The wetlands delineation is complete. No wetlands were found on the subject site. Ephemeral and intermittent tributaries were located along the current riverine system that drains the tract, which are potential jurisdictional waters. Modifying or draining into potential jurisdictional waters may require Corps review and a Nationwide Permit. Once Water Plant No. 3 site drainage has been designed, coordination with the Corps will begin.

#### 45-Acre Tract Surveying and Platting

AEI has provided the City Attorney the legal descriptions and exhibits of the water plant, access easement, water line easement, and sanitary sewer easement. We are underway with the legal description and exhibit for the utility easement for CenterPoint service.

#### Water Plant No. 3 Clearing and Grubbing Design

The project was awarded to LG&G Construction, Inc. in the amount of \$51,450. At this time we are verifying bonds and insurance. Once verified, contracts will be presented for execution.

A work order was provided to the City on Monday, May 2<sup>nd</sup> for construction administration services for the clearing and grubbing in the amount of \$4,500.

AEI received and submitted a proposal for construction staking for \$1,595 from Windrose Surveying. We recommend approval of the proposal.

#### Water Plant No. 3 Phase I Design (Water Well, HPT, Disinfection, Controls)

AEI is underway with the expedited design of Water Well No. 7. Once the site is cleared and grubbed, the geotechnical subconsultant can perform borings for the geotechnical report.

#### Water Plant No. 3 Phase II Design (GST, MCC Building, Detention, Site)

Engineering design is underway.

### B. Water Well No. 8 at Water Plant No. 2

A work order was provided to the City on Monday, May 2<sup>nd</sup> for design of Water Well No. 8.

### C. Nichols Sawmill Interceptor Sewer Replacement Phase II

Ballast Point Construction continues to work on construction. AEI has been assisting the City in addressing issues with the previously installed portions of the Phase II project. The contractor has cleaned and televised portions of Phase II that were installed by the



previous contractor. There are issues with the line to include some sags, cracking and ovality of the pipe indicative of over compaction of the soils. We believe the sags will still allow the pipe to operate as designed. The TV company is getting together better video on the issues that need to be analyzed. We also know that the original contractor did not transfer the connections from the old pipe to the new pipe. Addressing the issues and the transfer of services will be a change order to the contract. Due to the timing of the work, we may add the modifications to the Phase III contract. We also presented to the City a contract from GBI Partners to prepare and as-built survey so we can verify the elevations of the sanitary sewer. The cost is \$5,600. We recommend approval of the contract.

#### **D. Nichols Sawmill Interceptor Sewer Replacement Phase III**

The Contractor has moved on-site and has begun construction. We are continuing to coordinate issues including the crossing of the railroad and TXDOT permitting which had expired. We do not anticipate these issues will delay the project. Strand's contracts did not include construction materials testing. We have submitted a proposal from a geotechnical company for the appropriate testing. The contract indicates a cost estimate of \$34,125.00 from Raba-Kistner, Inc. We recommend approving the work. We also presented a contract for construction survey staking from GBI Partners for \$7,000. We recommend approval of the contract.

#### **E. FM 1488 Force Main Construction and Water Line Relocation**

AEI met with the Contractor and Sam Yeager & Associates on-site. We are working through some issues with Sam Yeager & Associates at locations that they have concerns with the elevation of the lines. Incomplete construction staking that had been provided by Strand & Associates appears to have been knocked out from work by AT&T. We have obtained a price of \$8,000 From GBI Partners to re-establish and complete the construction staking. Strands Contracts did not provide for construction materials testing. We provided a proposal from Raba-Kistner for \$34,141.00 To provide the necessary testing to ensure proper construction and backfill. WE recommend approval of the contract.

### **2. EMERGENCY PREPAREDNESS PLAN (EPP) AND CRITICAL LOAD COORDINATION (NO UPDATE)**

Senate Bill 3 requires water utilities outside of Harris and Fort Bend Counties to prepare an EPP for the water system and submit it to the TCEQ no later than March 1, 2022. Each utility must then implement the plan by July 1, 2022.

AEI submitted the EPP for the water system to the TCEQ on February 28, 2022. We are coordinating the installation of additional diesel fuel tanks at each water plant. We are underway with the EPP for the wastewater system.

**3. 4A ECONOMIC DEVELOPMENT CORPORATION AND 4B COMMUNITY DEVELOPMENT CORPORATION**

**A. FM 1774 Sanitary Sewer Extension Preliminary Engineering Report (PER)**

The topographic survey is complete and the PER is underway. We anticipate providing a draft PER to the 4A at their June meeting.

**4. FEMA QUESTIONNAIRE**

We have been asked to answer several questions from FEMA by the City Administrator. We are currently working on the answers.

**5. SANITARY SEWER OVERFLOW (SSO) INITIATIVE**

SSO Initiative Plan

There is no update this reporting period. The report was submitted to the TCEQ on January 31, 2022. We are awaiting a response from the TCEQ.

Sanitary Sewer Flow Monitoring

We coordinated with Public Works, who televised some of the Melton Street sanitary sewer lines. The lines appear to be intact, yet there is an area that must be contributing to the significant inflow to the line. We will continue to try and coordinate to find the possible point of inflow.

**6. TRANSPORTATION MASTER PLAN**

A revised work order for the Transportation Master Plan was provided to the City on Friday, April 30<sup>th</sup>.

**7. EXISTING WWTP EVALUATION (NO UPDATE)**

AEI is awaiting completion of the current WWTP expansion and transfer of service to the new plant before initiating the inspection of the existing plant structures. This is currently estimated to occur after June 2022.

**8. FUTURE WWTP**

AEI received a proposal from LJA's acquisition department to begin negotiations for a future WWTP tract. The proposal was forwarded to the City Staff for review. The amount for each tract is \$4,500.

**9. RATE & IMPACT FEE ANALYSIS (NO UPDATE)**

The Rate Analysis & Impact Fee Review is complete. The Council has directed City staff to take the necessary actions to move forward with modifying the impact fee.

The current impact fees and the calculated maximum assessable impact fees from the 2019 Impact Fee Analysis by Strand Associates, Inc. and NewGen Strategies are included in the following table.

	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
Current Impact Fee	\$1,600	\$3,200	\$4,800
Maximum Fee with Revenue Credit	\$2,552	\$5,969	\$8,521
Maximum Fee with 50% Credit	\$2,126	\$5,027	\$7,153

Since the analysis was completed in 2019, construction costs have significantly increased and more connections to the City's system are anticipated. AEI reviewed the impact fees, CIP, and land use map. For comparison, impact fees of nearby cities are included in the below table. Nine (9) of the 14 are higher than the City's current fee.

<b>City</b>	<b>Water</b>	<b>Wastewater</b>	<b>Other</b>	<b>Total</b>
Montgomery				\$ 4,050.00
Sealy	\$ 1,976.00	\$ 2,444.00		\$ 4,420.00
Tomball	\$ 3,372.00	\$ 2,521.00		\$ 5,893.00
College station	\$ 550.00	\$ 3,300.00	\$ 1,650.00	\$ 5,500.00
Rosenberg	\$ 2,351.25	\$ 2,113.50		\$ 4,464.75
Fulshear	\$ 2,500.00	\$ 3,250.00		\$ 5,750.00
Houston	\$ 1,618.11	\$ 1,621.63		\$ 3,239.74
Baytown				\$ 3,524.00
Pearland				\$ 6,477.00
Highland village	\$ 2,495.00	\$ 2,501.00		\$ 4,996.00
San Antonio	\$ 3,706.00	\$ 2,400.00		\$ 6,106.00
League City	\$ 5,101.00	\$ 2,567.00		\$ 7,668.00
Bastrop	\$ 4,109.00	\$ 6,173.00		\$ 10,282.00
Manor	\$ 2,340.00	\$ 4,800.00		\$ 7,140.00

AEI attended the Planning and Zoning Commission (PZC) meeting on March 24, 2022 and presented the proposed fees of \$2,200 for water and \$5,200 for wastewater for a total of \$7,400. The PZC sent their recommendation to City Council.

## 10. FUNDING FOR PROJECTS

### A. CDBG Grant Application for Dogwood Patches Sanitary Sewer Rehabilitation

The project has been awarded. We will be in coordination with GrantWorks, Inc.

## **B. State Revolving Funds for Water Plant No. 3 and Wastewater Treatment Plant Expansion**

The Project Information Forms (PIF) for Water Plant No. 3 and the wastewater treatment plant expansion were accepted. Once the state plan is posted and the comment period is complete, there will be invites to apply for the funding.

## **C. American Rescue Plan Act of 2021 (ARPA) Funding (No Update)**

AEI met with GrantWorks, Inc. to discuss potential projects to be funded by ARPA funds. AEI will provide project costs and descriptions to GrantWorks, Inc. for the Elm Street Water Plant 200,000-Gallon GST rehabilitation, cleaning and televising the Cloyd Drive and Windmill Estates sanitary sewer lines, and rehabilitation of the sanitary sewer lines along Cloyd Drive and Amarillo Drive.

## **11. DEVELOPMENT AND PLAN REVIEWS**

Attached is a spreadsheet of the status of plan reviews completed and in progress.

AEI met with the following entities to discuss development within the City and its ETJ:

- Collins Tract 95 Acre Development: Met on 4/5/22 to discuss service and possible annexation into the existing MUD
- FM 1486 Development 15 Acre tract: Met on 4/6/22 to discuss potential service to the tract.
- Magnolia Future WWTP Meeting on 4/19 with LJA's land acquisition team. We submitted a proposal from them for the City to approve on May 2, 2022.
- Mill Creek Water Plant: Met on 4/25/22 to discuss water capacity and demands and Mill Creek providing a Water Plant site and remote well site.

## **12. GENERAL ITEMS**

- (No Update) AEI visited the Elm Street Water Plant on December 15, 2021 to evaluate the condition of the tanks to determine a schedule for rehabilitation. During the visit, it was determined a water valve on a line serving the hydropneumatic tank (HPT) was unable to be located. AEI met City staff at the site on December 22, 2021 and was able to locate the buried valve. At the time, the valve was unable to be fully operated. The valve will be exercised to try to close it. If it is unable to be closed, it will need to be replaced.
- (No Update) On December 15, 2021, AEI visited the drainage project site at Sarah Lane and Bryan Street in Timberbrook Estates. Stormwater is not properly draining at the turn in the street. Construction plans have been requested and once received, AEI will evaluate the project.
- (No Update) We are continuing to receive records from Strand and are incorporating them into our files.
- AEI is continuing to work on an overall map of the City's utility system and is about 5% complete.
- AEI is reviewing the Unified Development Code and will provide comments. We are about 45% complete.

**CITY OF MAGNOLIA  
ENGINEERING REPORT**

MAY 10, 2022

PAGE 6 OF 6

- AEI is updating the City's standard construction details and is about 55% complete.
- AEI is reviewing the City's standard specifications and will provide comments. We are about 40% complete.
- AEI has prepared the Standards for Development Acceptance to ensure facilities are reviewed, certified, and maintained over one year with a final review prior to acceptance by the City for maintenance. We are waiting on a response from one developer's engineer before finalizing standards. We will be applying the policy in the next few months to those projects completed by developers that have requested acceptance by the City.



**Michael A. Kurzy, P.E.**

Vice President

AEI Engineering, a Baxter & Woodman Company

TBPE Registration No. F-21783

Attachments