

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
Leonard Schneider, City Attorney
Kyle Montgomery, Police Chief
Beverly Standley, Finance/HR Administrator
Tim Robertson, City Engineer
Mike Kurzy, Baxter & Woodman
Christian Gable, Interim City Secretary

NOTICE OF PUBLIC MEETING OF THE MAGNOLIA CITY COUNCIL

AGENDA

WORKSHOP SESSION – TUESDAY, JULY 11, 2023 – 5:30 PM
PUBLIC HEARING & REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 11, 2023 – 6:00 PM
Sewall Smith Council Chambers
18111 Buddy Riley Blvd., Magnolia, Texas 77354

WORKSHOP SESSION AGENDA

- 1. CALL WORKSHOP SESSION TO ORDER**
 - 2. ROLL CALL AND CERTIFICATION OF QUORUM**
 - 3. WORKSHOP SESSION**
 - a. Budget discussion
 - 4. ADJOURN WORKSHOP SESSION**
-

PUBLIC HEARING AND REGULAR MEETING AGENDA

- 5. CALL MEETING TO ORDER**
 - a. INVOCATION
 - b. PLEDGE OF ALLEGIANCE
 - c. ROLL CALL AND CERTIFICATION OF A QUORUM
- 6. OPEN PUBLIC HEARING**

NOTICE OF PUBLIC HEARING

On July 11, 2023 at 6:00 pm., Magnolia City Council will hold a public hearing in the Council Chambers of Magnolia City Hall, 18111 Buddy Riley, Blvd., Magnolia, Texas 77354, giving all interested persons the right to appear and be heard to discuss a rezoning to the City of Magnolia Official Zoning Map for 60.6 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100-acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas, from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential.

7. CLOSE PUBLIC HEARING AND CONVENE REGULAR MEETING

8. CITIZEN COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC

(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).

Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:

- a. Statements of specific factual information given in response to an inquiry;*
- b. A recitation of existing policy in response to an inquiry;*
- c. A proposal to place the subject on a future agenda.*

9. 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 City Council Meeting held June 13, 2023.

b. CONSIDERATION – APPROVAL OF MINUTES

Consideration and possible action to approve the minutes of the Emergency City Council Meeting held June 29, 2023.

10. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-008 TO CHANGE THE ZONING CLASSIFICATION FOR 60.6 ACRES OF MAGNOLIA VILLAGE FROM AUTO-URBAN COMMERCIAL WITH MIXED RESIDENTIAL TO AUTO-URBAN COMMERCIAL WITH SEMI-URBAN RESIDENTIAL (Mayor Todd Kana)

11. AUDIT PRESENTATION BY BROOKSWATSON CO. (Mayor Todd Kana)

12. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION R-2023-003 4B PROJECT FOR THE ISSUANCE OF AN RFQ AND PLANNING STUDY TO UPDATE THE CITY OF MAGNOLIA PARKS AND RECREATION MASTER PLAN (Mayor Todd Kana)

13. CONSIDERATION AND POSSIBLE ACTION TO FILL THE EXPIRED BOARD TERM FOR POSITION 1 OF THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION (Mayor Todd Kana)

14. CONSIDERATION AND POSSIBLE ACTION TO FILL THE UNEXPIRED BOARD TERM FOR POSITION 2 OF THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION (Mayor Todd Kana)

15. CONSIDERATION AND POSSIBLE ACTION TO FILL THE UNEXPIRED BOARD TERM FOR POSITION 3 OF THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION (Mayor Todd Kana)

- 16. CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMBERSHIP IN THE TEXAS SMARTBUY PROGRAM** (Mayor Todd Kana)
- 17. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO THE 2023-2024 BUDGET AND TAX RATE CALENDAR** (Mayor Todd Kana)
- 18. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-009 FOR A CITY COUNCIL AND MAYOR PER MEETING STIPEND** (Mayor Todd Kana)
- 19. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-010 FOR A SPEED ZONE CHANGE ALONG FM 1774** (Mayor Todd Kana)
- 20. CONSIDERATION AND POSSIBLE ACTION TO APPROVE INSTALLATION OF A NEW STREET LIGHT AT FM 1774 AND HARLINGEN DRIVE** (Richard Carby)
- 21. PRESENTATION BY MAGNOLIA PARAGON, LLC** (Mayor Todd Kana)
- 22. CONSIDERATION AND POSSIBLE ACTION TO APPROVE DEVELOPMENT AGREEMENT FOR MAGNOLIA PARAGON, LLC** (Mayor Todd Kana)
- 23. CLOSED EXECUTIVE SESSION**
The City Council of the City of Magnolia, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below as authorized by Title 5, Chapter 551, of the Texas Government Code. §551.071(Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), §551.086 (Deliberations about competitive matters), and §551.087 (Deliberation about Economic Development Matters.)
- The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on notice of Violation and Consent Order by Lone Star Groundwater Conservation District.**
- The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on MISD v City of Magnolia, Et Al.**
- 24. RECONVENE** into regular session and consider and/or take action on item(s) discussed in executive session.
- 25. CONSIDERATION AND POSSIBLE ACTION TO SIGN LETTER OF INTENT ON CONSTRUCTION OF INFRASTRUCTURE TO 35-ACRE TRACT WITH PARKSIDE 1488, LLC AND CUNNINGHAM INTERESTS II, LTD** (Mayor Todd Kana)

26. CONSIDERATION AND POSSIBLE ACTION TO SIGN LETTER OF INTENT ON CONSTRUCTION OF INFRASTRUCTURE TO 14.24 ACRE TRACT WITH PARKSIDE 1774, LLC (Mayor Todd Kana)

27. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE BAXTER & WOODMAN, INC. WORK ORDER NO. 23-004 FOR CONSTRUCTION MANAGEMENT SERVICES OF WATER PLANT NO. 3 PHASE II IN AN AMOUNT NOT-TO-EXCEED \$255,241.00 (Mayor Todd Kana)

28. CONSIDERATION AND POSSIBLE ACTION TO AWARD CONSTRUCTION CONTRACT FOR GROUND STORAGE TANK AND HYDROPNEUMATIC TANK ADDITION AT KELLY ROAD WATER PLANT (Mayor Todd Kana)

29. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE WATER WELL NO. 8 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$256,605.00 FOR A TOTAL INCREASED CONTRACT COST OF \$3,156,105.00 WITH WEISINGER, INC. (Mayor Todd Kana)

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

- a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)
- b. PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)
- c. ADMINISTRATION DEPARTMENT (City Administrator, Don Doering)

31. 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, in compliance with Chapter 551, Texas Government Code.

DATE _____
TIME _____
TAKEN DOWN _____

Christian Gable, Interim 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
Leonard Schneider, City Attorney
Kyle Montgomery, Police Chief
Beverly Standley, Finance/HR Administrator
Tim Robertson, City Engineer
Mike Kurzy, Baxter & Woodman
Christian Gable, Interim City Secretary

MINUTES OF REGULAR MEETING OF THE MAGNOLIA CITY COUNCIL JUNE 13, 2023

A meeting of the City Council was held on this date, June 13, 2023, beginning at 6:00 pm in the Sewall Smith Council Chambers, 18111 Buddy Riley Boulevard, Magnolia, Texas 77354.

1. CALL MEETING TO ORDER

Mayor Todd Kana convened the meeting at 6:00 pm.

a. INVOCATION

Councilmember Dantzer delivered the invocation.

b. PLEDGE OF ALLEGIANCE

Mayor Kana led the Pledge of Allegiance to the USA and Texas flags.

c. ROLL CALL AND CERTIFICATION OF A QUORUM

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

Absent: None

Staff present: City Administrator Don Doering, City Attorney Leonard Schneider, City Engineer Tim Robertson, Economic Development Director Rachel Steele, Police Chief Kyle Montgomery, Interim City Secretary Christian Gable.

2. CITIZEN COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC

(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).

Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:

- a. Statements of specific factual information given in response to an inquiry;*
- b. A recitation of existing policy in response to an inquiry;*
- c. A proposal to place the subject on a future agenda.*

None

3. CONSENT AGENDA

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

a. **CONSIDERATION – APPROVAL OF MINUTES**

Consideration and possible action to approve the minutes of the City Council Meeting held May 9, 2023.

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.

4. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION R-2023-003 4B PROJECT FOR THE ISSUANCE OF AN RFQ AND PLANNING STUDY TO UPDATE THE CITY OF MAGNOLIA PARKS AND RECREATION MASTER PLAN

(Mayor Todd Kana)

Economic Development Director Rachel Steele presented this item as the first reading under the requirements of the Local Government Code. This will be an action item in July.

No motion required.

5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE 2023 TRF SPONSERSHIP AGREEMENT (Mayor Todd Kana)

City Attorney Leonard Schneider recommended changes to the proposed agreement.

MOTION: Upon a motion to approve with the recommended changes made to paragraph 7 and paragraph 12 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

6. CONSIDERATION AND POSSIBLE ACTION TO CLOSE LIQUIDITY ACCOUNT

(Mayor Todd Kana)

MOTION: Upon a motion to close the liquidity account made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO PLANNED DEVELOPMENT DISTRICT AGREEMENT WITH MAGNOLIA VILLAGE

(Mayor Todd Kana)

City Administrator Don Doering explained that the Planning & Zoning Commission recommended approval for this agreement and the developer was present to answer any questions.

City Attorney Leonard Schneider presented the history of the agreement.

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

8. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-006 FOR GFL ENVIRONMENTAL RATE INCREASE (Mayor Todd Kana)

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

9. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-007 APPROVING A BILLING VARIANCE TO EPCOR'S AD VALOREM TAX ADJUSTMENT TARIFF (Mayor Todd Kana)

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

10. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MASTER PROFESSIONAL SERVICES CONTRACT AND ACCEPTANCE OF TERMS BETWEEN THE CITY OF MAGNOLIA AND AXON FOR PURCHASE OF BODY WORN CAMERAS, IN-CAR CAMERAS, AND TASERS (Mayor Todd Kana)

Lieutenant Saul Soto presented the benefits of the contract and compared the upgrades Axon can provide to the currently outdated devices being used by the Police Department. He elaborated that approving the contract will result in increased efficiency of officer performance.

MOTION: Upon a motion to approve 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 RATIFY THE APPOINTMENT AND HIRING OF TIM ROBERTSON AS CITY ENGINEER (Mayor Todd Kana)

MOTION: Upon a motion to approve ratification made by Councilmember Carby and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 5-0.

MOTION: Upon a motion to include Item 14 in Executive Session made by Councilmember Carby and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 5-0.

12. 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 receive legal advice on Cause No. 19-09-12611 Quadvest v SJRA v. Conroe, et al., Montgomery County, Texas and Cause no. 20-08-10189 SJRA v Quadvest, et al, Montgomery County, Texas; and MISD v City of Magnolia, Et Al.

The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on future water and sanitary sewer connection distribution.

The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on the Moratorium and on possible acquisition of additional water and sewer plant sites and under Section 551.072 to deliberate the purchase, exchange, lease, or value of real property for a city utility plant site for water and/or sewer.

Mayor Kana convened into Closed Executive Session at 6:20 pm.

- 13. RECONVENE** into regular session and consider and/or take action on item(s) discussed in executive session.

Mayor Kana adjourned Closed Executive Session and reconvened the open meeting at 7:15 pm.

MOTION: Upon a motion to approve Mike Powell to write an amicus brief made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

- 14. CONSIDERATION AND POSSIBLE ACTION FOR LONE STAR GROUNDWATER CONSERVATION DISTRICT NOTICE OF VIOLATION OF PUMPAGE OF WATER AND PROPOSED CONSENT ORDER** (Mayor Todd Kana)

MOTION: Upon a motion to approve the proposed settlement agreement for production subject to the City Engineer and City Attorney's review made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

- 15. CONSIDERATION AND POSSIBLE ACTION TO AWARD CONSTRUCTION CONTRACT FOR WATER PLANT NO.3 PHASE II** (Mayor Todd Kana)

City Engineer Mike Kurzy explained that 4 bids were received and recommended awarding the contract to R&B Group.

MOTION: Upon a motion to award the construction contract for Water Plant No.3 Phase II to R&B Group made by Councilmember Carby and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 5-0.

16. CONSIDERATION AND POSSIBLE ACTION TO DETERMINE TYPE OF ELEVATED STORAGE TANK AS PART OF WATER PLANT NO.3 PHASE III (Mayor Todd Kana)
City Engineer Mike Kurzy presented EST options and recommended the Composite EST.

MOTION: Upon a motion to approve the type of elevated storage tank for Water Plant No.3 Phase III as the Composite EST as proposed by the City Engineer made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted and the motion carried unanimously, 5-0.

17. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NO. 3 FOR WATER PLANT NO. 3 PHASE I IN THE AMOUNT OF \$120,460.73 (Mayor Todd Kana)

City Engineer Mike Kurzy explained that the cost is to increase the pump from 1,000 gallons per minute to 1,600 gallons per minute resulting in increased capacity. He also informed that there were 5 failed bacterial samples and they received the first passing sample yesterday. After 2 more passed bacterial samples, the well can begin coming online. The ultimate capacity for the well being built right now will be 1,600 gallons per minute by August or September depending on the conditions of other surrounding wells.

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

18. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NO. 4 FOR FM 1488 FORCE MAIN CONSTRUCTION AND WATER LINE RELOCATION IN THE AMOUNT OF \$54,800 (Mayor Todd Kana)

City Engineer Mike Kurzy explained that the cost is to repair damage done to the force main by a gas drilling company.

MOTION: Upon a motion to approve 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 AUTHORIZE BAXTER AND WOODMAN, INC. WORK ORDER NO. 23-004 TO DESIGN THE WASTEWATER TREATMENT PLANT EXPANSION TO 2.00 MGD FOR AN AMOUNT OF \$925,000, CONTINGENT UPON THE TWDB ALLOWING THE CITY TO REIMBURSE ENGINEERING FEES AFTER THE ENGINEER IS SELECTED (Mayor Todd Kana)

This item was withdrawn. No action taken.

Mayor Kana allowed a comment from the public.

Ray Yeager, resident along Little Twig Lane, expressed concern for a proposed street shown on an exhibit that was provided at the public meeting on May 25th regarding the Master Thoroughfare Plan. Mayor Kana and City Engineer Mike Kurzy confirmed that the graphics shown on the exhibit are not guaranteed, they only show where there may be a need for new roadways in the future, and commencement of the plans will be done by Montgomery County, not the City of Magnolia.

20. ADMINISTRATION - DEPARTMENT REPORTS

ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST

- a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)
Lieutenant Saul Soto gave a brief summary of the report provided in the packet. He mentioned increased arrests, increased calls for service, and two aggravated robberies at Exxon and Dollar General.
- b. PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)
City Administrator Don Doering gave a brief summary of the report provided in the packet.
- c. ADMINISTRATION DEPARTMENT (City Administrator, Don Doering)
City Administrator Don Doering gave a brief summary of the report provided in the packet. Economic Development Director Rachel Steele assisted in explaining the decrease in sales tax mostly due to the temporary building moratorium and residents migrating East for grocery needs from the new HEB rather than existing, older businesses. City Administrator Don Doering announced that Lowe's will be coming to the City.

21. ADJOURN

MOTION: Upon a motion to adjourn made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, the motion carried unanimously, 5-0, and the meeting adjourned at 7:30 pm.

CERTIFICATION

I certify that this is a true and correct copy of the minutes of the City Council meeting held on June 13, 2023.



Christian Gable, Interim 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
Leonard Schneider, City Attorney
Kyle Montgomery, Police Chief
Beverly Standley, Finance/HR Administrator
Tim Robertson, City Engineer
Mike Kurzy, Baxter & Woodman
Christian Gable, Interim City Secretary

MINUTES OF EMERGENCY MEETING OF THE MAGNOLIA CITY COUNCIL JUNE 29, 2023

An emergency meeting of the City Council was held on this date, June 29, 2023, beginning at 6:00 pm in the Sewall Smith Council Chambers, 18111 Buddy Riley Blvd., Magnolia, Texas 77354.

1. CALL MEETING TO ORDER

Mayor Pro Tem Carby called the meeting to order at 6:00 pm.

a. INVOCATION

Councilmember Hoppe delivered the invocation.

b. PLEDGE OF ALLEGIANCE

Councilmember Carby led the Pledge of Allegiance to the USA and Texas flags.

c. ROLL CALL AND CERTIFICATION OF A QUORUM

Councilmember Carby called the roll and certified a quorum was present with the following Council members in attendance: Richard Carby, Daniel Miller, Brenda Hoppe, Jack L Huitt Jr.

Absent: Todd Kana, Matthew Dantzer.

Staff present: City Administrator Don Doering, City Engineer Tim Robertson, Interim City Secretary Christian Gable.

2. CITIZEN COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC

(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).

Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:

- a. *Statements of specific factual information given in response to an inquiry;*
- b. *A recitation of existing policy in response to an inquiry;*
- c. *A proposal to place the subject on a future agenda.*

None

3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE EXPENDITURE TO FIX A PUMP ON THE EXISTING KELLY PLANT (Mayor Todd Kana)

City Engineer Tim Robertson explained indications of problems with the Kelly Plant that were discovered over the previous week. He reiterated the details shown on the proposal found in the packet.

MOTION: Upon a motion to approve expenditures to fix a pump on the existing Kelly Plant with materials, labor and adder for a total of \$263,002.00 made by Councilmember Hoppe and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 4-0.

4. ADJOURN

MOTION: Upon a motion to adjourn made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, the motion carried unanimously, 4-0, and the meeting adjourned at 6:13 pm.

Richard Carby, Mayor Pro Tem

CERTIFICATION

I certify that this is a true and correct copy of the minutes of the City Council meeting held on June 29, 2023.



Christian Gable, Interim City Secretary

ORDINANCE NO. O-2023-008

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

* * * * *

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

Whereas, the property owner(s) have presented applications to the City for the rezoning of the Properties; and

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

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

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

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

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

Section 2. The zoning classification of the Properties are hereby changed as shown in the attached Exhibit “A”.

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

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 any part or provision hereof other than the part 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 8. City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.



CITY OF MAGNOLIA, TEXAS

Todd Kana, Mayor

ATTEST:

Christian Gable, Interim City Secretary

EXHIBIT A

- Montgomery County CAD Map ID as R529855, R529856, R530927, R529857, R529858, and R529859 in Hampton Tillons Survey, Abstract 556, Change in zoning district from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential.

Described as:

Being 48.00 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone;

AND

Being 13.00 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

Magnolia Village Planned Development Amendment and Rezoning

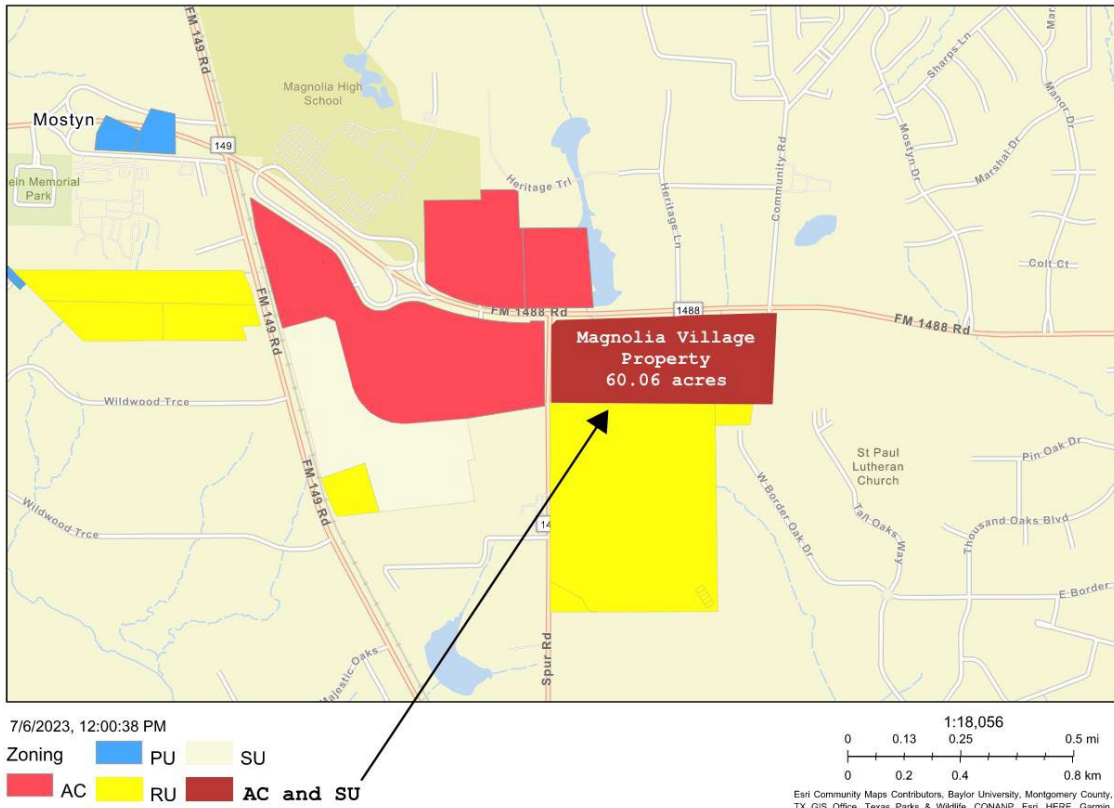


Exhibit A
PROPERTY DESCRIPTION

Being 48.00 acres of land in the Hampton Trigon Survey, Abstract 586, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E. J. Donnell recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped "HOVIS" found for the southwest corner of the herein described tract, being the northwest corner of the 107.715 acre tract described in the deed from DIANNE ELIZABETH DOUGGETT and MARTHA L. BURT to BBO EQUITY PARTNERS, LLC recorded in Document No. 2017-015767 of the Official Public Records of Real Property of Montgomery County, Texas, and being in the east right-of-way line of Spur 149 (60-foot wide at this point) (as occupied — no recording information found);

THENCE North 02° 44' 01" West - 728.29 feet, with the east right-of-way line of said Spur 149 and the west line of the herein described tract to a 5/8-inch iron rod with TxDOT aluminum cap found for an angle point;

THENCE North 06° 00' 02" East - 92.60 feet, continuing with the east right-of-way line of said Spur 149 to a 5/8-inch iron rod with TxDOT aluminum cap found for an angle point;

THENCE North 02° 55' 15" West - 83.97 feet, to the south end of a cutback at the intersection of the east right-of-way line of said Spur 149 with the south right-of-way line of said F.M. 1488 (width varies);

THENCE North 42° 01' 29" East - 93.34 feet, to the north end of said cutback;

THENCE with the south right-of-way line of said F.M. 1488 and the north line of the herein described tract the following courses and distances:

North 86° 59' 16" East - 377.62 feet to the beginning of a curve to the left;

in a northeasterly direction, with said curve to the left, having a central angle of 02° 18' 21", a radius of 11,534.16 feet, an arc length of 464.18 feet and a chord bearing and distance of North 85° 00' 06" East - 464.15 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the end of said curve;

North 84° 40' 56" East - 781.68 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right;

in a northeasterly direction, with said curve to the right, having a radius of 11,384.16 feet, a central angle of 02° 08' 13", a chord bearing and distance of North 85° 45' 02" East - 421.68 feet, and an arc distance of 424.60 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the northeast corner of the herein described tract;

THENCE South 00° 31' 18" West - 1043.41 feet, across said residue tract, to a 5/8-inch iron rod with cap stamped "IDS" set for the southeast corner of the herein described tract and being on the north line of said 107.715 acre tract;

THENCE South 87° 35' 32" West - 2067.22 feet, with the north line of said 107.715 acre tract, to the **POINT OF BEGINNING** and containing 48.00 acres of land

**METES AND BOUNDS DESCRIPTION
OF 13.00 ACRES OF LAND
IN THE HAMPTON TILLONS SURVEY, A-556
MONTGOMERY COUNTY, TEXAS**

Being 13.00 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1-inch iron pipe found for the northeast corner of the 10.003 acre tract of land (Property No. 2) described in the deed to Winslow Family Trust and recorded in Montgomery County Clerk's File Number 2009-007415, and being an angle point in the west line of the 64.137 acre tract (Property No. 1) described in the same deed;

THENCE South 86°54'18" West - 314.20 feet with the north line of said 10.003 acre tract to the northeast corner of Lot 2, Block 3 of Thousand Oaks Section Four, the subdivision plat thereof recorded under Cabinet Z, Sheet 211 of the Montgomery County Map Records, being the northwest corner of said 10.003 acre tract, from which a found 5/8 inch iron rod (bent) against a power pole bears South 35°40'16" West - 0.46 feet;

THENCE South 86°59'36" West - 1116.95 feet, with the north line of said Thousand Oaks Section Four subdivision, passing at 354.56 feet a found 5/8-inch iron rod with cap, passing at 607.99 feet a 5/8-inch iron rod with cap stamped "SURVEYOR 3996" for the northeast corner of Tall Oaks Way (60 feet wide) (a private road), to a 5/8-Inch iron rod with cap stamped "IDS" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 86°59'36" West - 228.35 feet, continuing with the north line of said Thousand Oaks Section Four subdivision, to a found 3-inch steel post in the east line of the 107.715 acre tract described in the deed from DIANNE ELIZABETH DOGGETT and MARTHA L. BURT to BBQ EQUITY PARTNERS, LLC recorded in Document No. 2017-015767 of the Official Public Records of Real Property of Montgomery County, Texas, and being the most northerly northwest corner of said Thousand Oaks Section Four subdivision;

THENCE North 06°37'48" East - 29.83 feet, with the east line of said 107.715 acre tract, to a 5/8-inch iron rod with cap stamped "HOVIS" found for the northeast corner of said 107.715 acre tract;

THENCE South 87°35'32" West - 310.88 feet, with the north line of said 107.715 acre tract to a 5/8-inch iron rod with cap stamped "IDS" set for the southwest corner of the herein described tract;

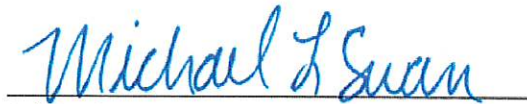
THENCE North 00° 31' 18" East - 1043.41 feet, across said residue tract, to a 5/8-inch iron rod with cap stamped "IDS" set for the northwest corner of the herein described tract and being on the south right-of-way line of F.M. 1488 (width varies) and being on the arc of a non-tangent curve to the right;

THENCE in a easterly direction, continuing with the south right-of-way line of said F.M. 1488 and said curve to the right, having a radius of 11384.16 feet, a central angle of 00° 10' 12", a chord bearing and distance of North 86° 54' 15" East -33.80 feet, and an arc distance of 33.80 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the end of said curve;

THENCE North 86° 59' 16" East - 502.44 feet, continuing with the south right-of-way line of said F.M. 1488, to a 5/8-inch iron rod with cap stamped "IDS" set for the northeast corner of the herein described tract;

THENCE South 00° 31' 18" West - 1076.23 feet, across said residue tract, to the POINT OF BEGINNING and containing 13.00 acres of land.

Prepared by:
IDS Engineering Group
Job No. 2024-014-00-521
June 17, 2020



Michael L. Swan
Registered Professional Land Surveyor
Texas Registration Number 5551



Hearst Newspapers, LLC Order Confirmation

<u>Ad Order Number</u>	<u>Customer</u>	<u>Payor Customer</u>	<u>PO Number</u>
0034277294	CITY OF MAGNOLIA	CITY OF MAGNOLIA	
<u>Sales Rep.</u>	<u>Customer Account</u>	<u>Payor Account</u>	<u>Ordered By</u>
0630-HOU	20017370	20017370	Christian Gable
<u>Order Taker</u>	<u>Customer Address</u>	<u>Payor Address</u>	<u>Customer Fax</u>
jvega	18111 BUDDY RILEY BLVD MAGNOLIA TX 773545864 USA	18111 BUDDY RILEY BLVD MAGNOLIA TX 773545864 USA	
<u>Order Source</u>	<u>Customer Phone</u>	<u>Payor Phone</u>	<u>Customer EMail</u>
Rep	2813562266	2813562266	
			<u>Special Pricing</u>

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>			
1	0	1						
<u>Invoice Text</u>				<u>Ad Order Notes</u>				
NOPH								
	<u>Gross Amount</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>	
	544.87	\$544.87	\$0.00	\$544.87	Credit Card Pymt	\$0.00	\$544.87	

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0034277294-01	Legal 10c	AdBooker	
<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
3 X 12 li	

NOTICE OF PUBLIC HEARING

On July 11, 2023 at 6:00 pm., Magnolia City Council will hold a public hearing in the Council Chambers of Magnolia City Hall, 18111 Buddy Riley, Blvd., Magnolia, Texas 77354, giving all interested persons the right to appear and be heard to discuss a rezoning to the City of Magnolia Official Zoning Map for 60.6 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100-acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas, from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential.

<u>Product</u>	<u>Placement</u>	<u>Position</u>	<u>First Run Date</u>	<u>Last Run Date</u>
HOU Chronicle	Legals	Legal Notices	Friday, May 26, 2023	Friday, May 26, 2023
HOU Online	Legals	Legal Notices	Friday, May 26, 2023	Saturday, June 24, 2023

RESOLUTION NO. R-2023-003

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

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

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

- (1) Parks and Recreation Master Plan Update

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

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

NOW, THEREFORE, be it resolved:

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

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

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

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

FIRST READING on this 13th day of June, 2023

PASSED AND APPROVED on the Second Reading this ____ day of _____, 2023.



CITY OF MAGNOLIA, TEXAS

Todd Kana, Mayor

ATTEST:

Christian Gable, Interim City Secretary

**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance for Magnolia Police Department
Date for City Council consideration: July 11, 2023

Subject: Membership in the Texas SmartBuy Program

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: \$100 annual fee _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

Mandatory membership is required to purchase necessary evidence supplies.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Accurate evidence handling

RECOMMENDATIONS

Approve

ATTACHMENTS

Texas Smartbuy Resolution form provided by the Texas Comptroller of Public Accounts



Texas SmartBuy Membership Program

Resolution

State of Texas, County of Montgomery
(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to **§§271.082 and 271.083 of the Local Government Code.**

Whereas, the City Council
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc..)

of City of Magnolia, is a:
(Enter Name of Qualified Applicant/Entity)

(Check One of the Following)	
<input type="radio"/> Appraisal District	<input type="radio"/> Charter/Academy School
<input type="radio"/> Community Supervision/Corrections Department	<input type="radio"/> Council of Governments/Planning Commissions
<input type="radio"/> County	<input type="radio"/> Education Service Center
<input type="radio"/> Fire Prevention District	<input type="radio"/> Hospital District
<input type="radio"/> Judicial District	<input type="radio"/> Junior/Community College
<input type="radio"/> Library District	<input type="radio"/> Mental Health/Mental Disability Organization
<input checked="" type="radio"/> Municipality	<input type="radio"/> School District
<input type="radio"/> State-funded Assistance Organization	<input type="radio"/> Texas Rising Star Care Provider
<input type="radio"/> Special District	<input type="radio"/> Utility District
<input type="radio"/> Emergency Service	<input type="radio"/> Drainage
<input type="radio"/> Housing	<input type="radio"/> Municipal
<input type="radio"/> Political Subdivision	<input type="radio"/> Special
<input type="radio"/> Port or Transportation Authority	
<input type="radio"/> Workforce Development Board	

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

Don Doering, City Administrator and
Primary Contact and Title

Beverly Standley, Finance Administrator
Secondary Contact and Title

is/are authorized to execute all documentation for City of Magnolia pertaining to its participation in the
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, City of Magnolia acknowledges its obligation to pay annual participation fees established by the
(Entity Name)
Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve
City of Magnolia for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, _____ by City of Magnolia
(Entity Name)

By: _____
Signature of Chair

Signature of Primary Contact

Signature of Secondary Contact

Todd Kana, Mayor
Printed Name and Title of Chair
Don Doering, City Administrator
Printed Name and Title of Primary Contact
Beverly Standley, Finance Administrator
Printed Name and Title of Secondary Contact





Texas SmartBuy Membership Program

Texas SmartBuy Membership Application

Please complete this form and return it to members@cpa.texas.gov

Contact Information

*Name of Primary Contact & Title: Don Doering, City Administrator	*Name of Secondary Contact & Title: Beverly Standley, Finance Administrator
*Primary Contact Email Address: ddoering@cityofmagnolia.com	*Secondary Contact Email Address: bstandley@cityofmagnolia.com
Shared Phone Number: 281-356-2266	Shared Email box:

Note: Please list TWO individuals who will receive all correspondence from CPA. Asterisks denote mandatory fields.

Organization/Qualified Entity Information

Organization/Entity Name: City of Magnolia	
Address: 18111 Buddy Riley Blvd, Magnolia, TX 77354	
Phone number: 281-356-2266	Fax number: 281-259-7811

Superusers

Please add contact information for two individuals who will be Superusers.
 Who are Superusers? *(Must be set up, edited, and deactivated by Texas SmartBuy Help Desk)*

- Can have a Purchaser or Non-Purchaser Role
- Can add and deactivate addresses to the entity address book
- Can edit user roles and application access
- Can add new entity users other than Superuser
- Can deactivate entity users
- Cannot change user email address (contact Texas SmartBuy Help Desk)

Note: Please list two individuals (mandatory) who will be Superusers for your organization. May differ from authorized individuals.

*Name of Superuser: (#1) Mary Andrews	*Name of Superuser: (#2) Emerson White
*Email Address: mandrews@cityofmagnolia.com	*Email Address: ewhite@cityofmagnolia.com
*Phone Number: 281-356-2500	*Phone Number: 281-356-2500





Texas SmartBuy Membership Program

Texas SmartBuy Membership Application (concluded)

*Role: Select One for Each User	
Superuser #1	Superuser #2
<input checked="" type="checkbox"/> Agency View Only <ul style="list-style-type: none"> • Can view any POs created by their entity. • This access is good for users like accounts payable or others that need to view POs but aren't in a purchaser role. • These users don't typically have access to other SPD applications. 	<input checked="" type="checkbox"/> Agency View Only <ul style="list-style-type: none"> • Can view any POs created by their entity. • This access is good for users like accounts payable or others that need to view POs but aren't in a purchaser role. • These users don't typically have access to other SPD applications.
<input checked="" type="checkbox"/> Agency Purchaser <ul style="list-style-type: none"> • Can create POs. • Can view and edit any PO for their entity. • Can cancel any PO for their entity. 	<input checked="" type="checkbox"/> Agency Purchaser <ul style="list-style-type: none"> • Can create POs. • Can view and edit any PO for their entity. • Can cancel any PO for their entity.
Payment Details	
<p>The annual membership fee for participation in the Texas SmartBuy Membership Program is: \$100 – Fee is non-refundable.</p> <p>Options:</p> <ul style="list-style-type: none"> • Credit Card on txsmartbuy.com (preferable) • Check made payable to "Texas Comptroller of Public Accounts" <p>Please mail check to: Texas Comptroller of Public Accounts P.O. Box 13186 Austin, TX 78711</p> <p>Please return this form with payment and all required documents with signatures, if paying via check.</p> <p>Note: Please allow up to two weeks for internal processing at our offices.</p> <p>Questions? Please contact our office at 512-463-3368 or members@cpa.texas.gov</p>	



**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: July 11, 2023

Subject: Amended Budget and Tax Rate Calendar

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

Amended to update dates and new Council Meeting time

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Transparency

RECOMMENDATIONS

Approve

ATTACHMENTS

CITY OF MAGNOLIA

Amended BUDGET AND TAX RATE CALENDAR

FY 2023-2024

June 28, 2023

May	9	Regular Council Meeting – Request for Council Goals/Update Council Goals
May	10-22	Directors and Supervisors review Departmental Budgets with Finance Dept.
May	26	Deadline for completion of Departmental Budgets
June	9	Deadline for first internal draft of Proposed Budget
June	30	First Draft of Proposed Budget to City Council
July	11	Budget Workshop – 6 p.m. before REGULAR Council Meeting
July	21	Proposed Budget Filed w/City Secretary (must be 15 days before public hearing & 30 days before tax rate adoption)
July	25-28	Chief Appraiser Certifies Appraisal roll; Tax Assessor calculates no-new revenue & voter-approval tax rates
August	5	Taxing unit shall post Notice of Tax Rates (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	Publish Notice of Budget Hearing (City Secretary) (has to be published 10-30 days before public hearing)
August	8	Special City Council Meeting to approval tax rate <u>or</u> the no-new revenue tax rate, take record vote to place proposed tax rate/increase on future agenda & set public hearing & Regular City Council Meeting
August	15	Publish Notice of Public Hearing on Tax Increase in newspaper, including Record Vote on Proposed Tax Increase (County Tax Assessor/Collector) (Send to Tammy McRae on August 31 —must be at least 7 days before adoption)
August	15	Post Notice of Tax Revenue Increase on City website (<u>must be published at least 7 days before meeting to adopt</u>)
August	22	<u>SPECIAL</u> City Council Meeting - PUBLIC HEARING ON TAX RATE (RESTRICTED) and PUBLIC HEARING ON BUDGET & Regular City Council Meeting
August	22	<u>SPECIAL</u> City Council Meeting – Adopt: 1. Operating Budget, & 2. Tax Rate (no later than 7 days after public hearing)
August	31	File copy of Tax Rate w/Montgomery County Appraisal District; file copy of Budget w/City Secretary, County Clerk
October	1	Effective date of Budget

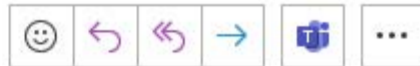
Agenda



Todd Kana <mayorkana@gmail.com>

To  Christian Gable

Cc  Don Doering;  LSchneider



6/15/2023

Please include an item on the next agenda for a council and mayor per meeting stipend of \$100 for council and \$200 for mayor. Leonard will provide the ordinance and agenda language.

Todd

ORDINANCE NO. O-2023-009

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, PROVIDING FOR A SALARY FOR THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF MAGNOLIA, TEXAS; PROVIDING FOR SERVERABILITY; AND PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISION RELATED THERETO

* * * * *

WHEREAS, leadership is essential to the success of communities in Texas;

WHEREAS, the Mayor and City Councilmembers are asked to not only provide leadership but also to devote time, attention and care to the performance of duties required by statutes and laws;

WHEREAS, talented community leaders are often very active with their families, their churches, schools and other community groups and activities;

WHEREAS, reimbursement for some small portion of the cost for their service is thought to be appropriate to encourage participation in local government;

WHEREAS, the Texas Local Government Code, §141.001, as amended, provides for the setting of the salary and compensation of the governing body of a Type A general-law municipality; and

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

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

Section 2. The Mayor of the City of Magnolia shall be paid a salary of \$200.00 a month effective and to start for the two (2) year term of office starting in May of 2024;

Section 3. Council Positions 4 & 5 of the City of Magnolia shall be paid a salary of \$100.00 a month effective and to start for the two (2) year terms of office starting in May of 2024;

Section 3. Council Positions 1, 2 & 3 of the City of Magnolia shall be paid a salary of \$100.00 a month effective and to start for the two (2) year terms of office starting in May of 2025;

Section 4. 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 5. 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 6. 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. This Ordinance takes effect on the day it is adopted by the City Council.

PASSED, APPROVED and ADOPTED by the City Council of the City of Magnolia, Montgomery County, Texas on this the _____th day of _____ 2023.

CITY OF MAGNOLIA, TEXAS



Todd Kana, Mayor

ATTEST:

Christian Gable,
Interim City Secretary



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

May 10, 2023

The Honorable Todd Kapa
Mayor
City of Magnolia
18111 Buddy Riley Blvd.
Magnolia, Texas 77354

RE: Request City Ordinance – FM 1774 – Montgomery County

Dear Mayor Kapa:

Our office has completed a Speed Zone Study along FM 1774 within the City of Magnolia. Attached you will find Speed Zone Strip Map and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 1774.

If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Gaurang S. Pandit, P.E.
Abraham M. Guzman, P.E.

SPEED ZONE ORDINANCE

25

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF ARTICLE 6701D, VERNON'S TEXAS CIVIL STATUTES, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MAGNOLIA, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, Article 6701D, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway, now therefore,

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Article 6701D, Vernon's Texas Civil Statutes, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- 45 (a) Along FM 1774 from the north City limit to the intersection of FM 1428, a distance of approximately 0.220 mile, 45 MPH;
- 30 (b) Along FM 1774 from the intersection of FM 1428 to a point 70 feet North of First Street, a distance of approximately 0.500 mile, 30 MPH;
- 30 (c) Along FM 1774 from a point 70 feet North of First Street to a point 1900 feet south of First Street, a distance of approximately 0.400 mile, 35 MPH;
- (d) Along FM 1774 from a point 50 feet south of First Street to a point 1,200 feet south of First Street, a distance of approximately 0.240 mile, a school speed zone, 25 MPH when flashing;
- (e) Along FM 1774 from a point 1900 feet south of First Street to a point 2,700 feet North of Magnolia South of First Street, a distance of approximately 0.400 mile, 35 MPH;


(f) Along FM 1774 from a point 2,700 feet North of Magnolia South City Limit to the south City Limit, a distance of approximately 0.540 mile, 5th MFH.

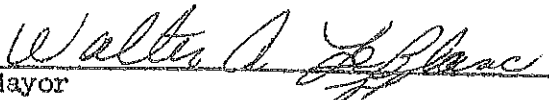
Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS 11th DAY OF March.

ATTEST:

APPROVED:


City Secretary


Mayor

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MAGNOLIA AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **FM 1774** , from the North City Limit to the intersection of the FM 1488, a distance of approximately 0.250 mile, the speed limit shall be 45 MPH .

Along **FM 1774** , from the intersection of the FM 1488 to the intersection of the NICHOLS SAWMILL RD. a distance of approximately 0.405 mile, the speed limit shall be 30 MPH .

Along **FM 1774** , from the NICHOLS SAWMILL RD to the south City Limit a distance of approximately 0.475 mile, the speed limit shall be 35 MPH .

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

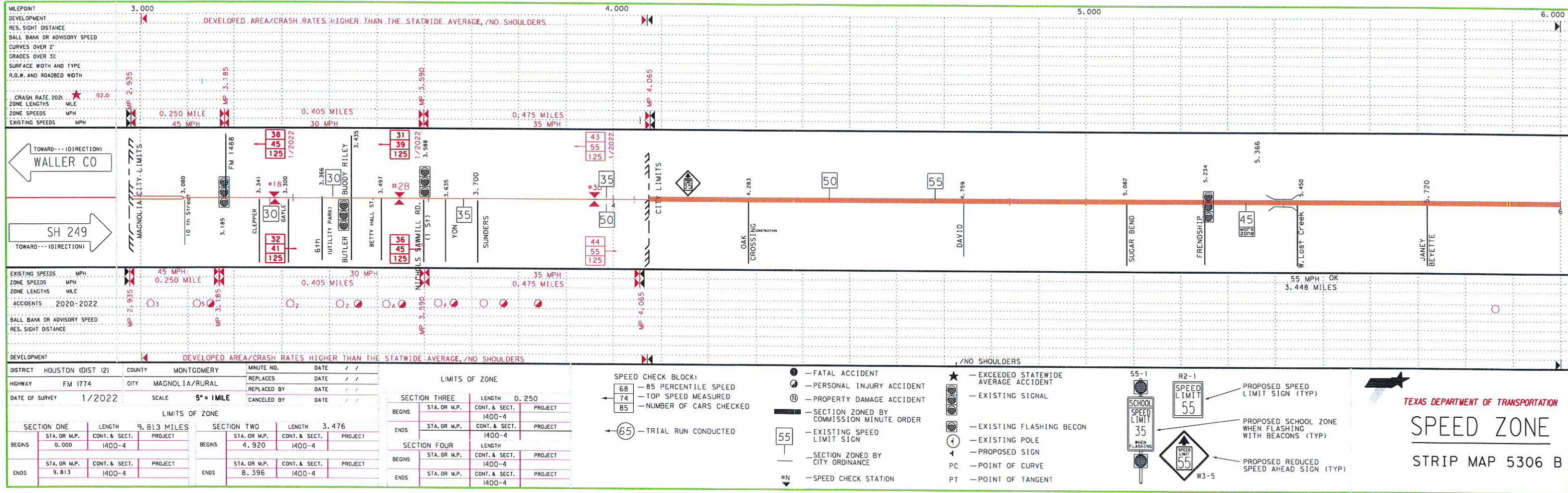
PASSED AND APPROVED THIS _____ day of _____, 2023

ATTEST:

APPROVED:

City Secretary

Mayor



MILEPOINT
DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2'
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND ROADBED WIDTH

CRASH RATE 2021 152.0
ZONE LENGTHS MILE
ZONE SPEEDS MPH
EXISTING SPEEDS MPH

EXISTING SPEEDS MPH
ZONE SPEEDS MPH
ZONE LENGTHS MILE
ACCIDENTS 2020-2022
BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE

DISTRICT	HOUSTON (DIST 12)	COUNTY	MONTGOMERY	MINUTE NO.	DATE	/ /
HIGHWAY	FM 1774	CITY	MAGNOLIA/RURAL	REPLACES	DATE	/ /
DATE OF SURVEY	1/2022	SCALE	5" = 1 MILE	REPLACED BY	DATE	/ /
				CANCELED BY	DATE	/ /

LIMITS OF ZONE			
SECTION ONE	LENGTH	9.813 MILES	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
	0.000	I400-4	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
	9.813	I400-4	

LIMITS OF ZONE			
SECTION TWO	LENGTH	3.476	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
	4.920	I400-4	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
	8.396	I400-4	

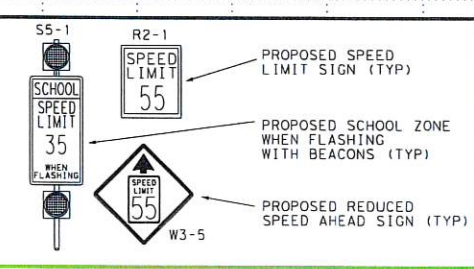
LIMITS OF ZONE			
SECTION THREE	LENGTH	0.250	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
		I400-4	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
		I400-4	

LIMITS OF ZONE			
SECTION FOUR	LENGTH	1400-4	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
		I400-4	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
		I400-4	

SPEED CHECK BLOCK:
68 - 85 PERCENTILE SPEED
74 - TOP SPEED MEASURED
85 - NUMBER OF CARS CHECKED

65 - TRIAL RUN CONDUCTED

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- SECTION ZONED BY COMMISSION MINUTE ORDER
- EXISTING SPEED LIMIT SIGN
- SECTION ZONED BY CITY ORDINANCE
- SPEED CHECK STATION
- EXCEEDED STATEWIDE AVERAGE ACCIDENT
- EXISTING SIGNAL
- EXISTING FLASHING BECON
- EXISTING POLE
- PROPOSED SIGN
- POINT OF CURVE
- POINT OF TANGENT



TEXAS DEPARTMENT OF TRANSPORTATION
SPEED ZONE
STRIP MAP 5306 B

\$FILES\$

\$DATE\$ \$TIME\$

ORDINANCE NO. O-2023-010

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, AMENDING CHAPTER 90 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES OF THE CITY OF MAGNOLIA, TEXAS BY AMENDING CHAPTER 90, ARTICLE VII “TRAFFIC CONTROL DEVICES”; PROVIDING A SEVERABILITY CLAUSE; AND MAKING OTHER PROVISION RELATED THERETO

WHEREAS, it is deemed in the best interest of the City of Magnolia, Texas for the health, safety and welfare of its citizens that an ordinance be established to authorize, adopt and ratify the placement of traffic control devices within the City of Magnolia, Texas; and

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street of highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street of highway; and

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows and Chapter 90 of the the Code of Ordinances of the City of Magnolia, Texas, is hereby amended by adding a new Section 90-173 to Article VII “Traffic Control Devices” to read as follows:

Sec. 90-173. –Speed Limits streets and highways in City of Magnolia.

(1)The following regulations and speed limits are adopted for the following locations:

-Along **FM 1774**, from the North City Limit to the intersection of the FM 1488, a distance of approximately 0.250 mile, the speed limit shall be 45 MPH .

-Along **FM 1774** , from the intersection of the FM 1488 to the intersection of the NICHOLS SAWMILL RD. a distance of approximately 0.405 mile, the speed limit shall be 30 MPH

-Along **FM 1774** , from the NICHOLS SAWMILL RD to the south City Limit a distance of approximately 0.475 mile, the speed limit shall be 35 MPH.
Secs. 90-174---90-180. Reserved.”

Section 3. SEVERABILITY CLAUSE That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

Section 4. All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. PUBLICATION This ordinance shall take effect when published in the official newspaper of the City of Magnolia as required by Section 52.011 of the Local Government The City Secretary is directed to publish the caption of this ordinance in the official City newspaper.

Section 6. The City Council finds that a public hearing was properly noticed and held and that notice was posted and the ordinance was passed in accordance with the Open Meetings Act.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

THE CITY OF MAGNOLIA

Todd Kana, Mayor

ATTEST:

Christian Gable, City Secretary

APPROVED:

Leonard Schneider, City Attorney

Windmill Estates is requesting one new streetlight at the new entrance to Windmill Estates. Davidson Homes is going to install the streetlights per Center Point requirements on Harlingen Drive and Amarillo Drive. They tried to add the streetlight at FM 1774 and Harlingen Drive. They were told by Center Point that the City of Magnolia would need to make that request.

The Board members of Windmill Estates are making a request to the City of Magnolia to install a new streetlight at FM 1774 and Harlingen Drive. This intersection is currently very dark at night.

We have a model home under construction now. They plan on starting construction on eight more homes the month of July.

Thank You for your assistance.

Trustees:

John Bramlett

Tim Timmins

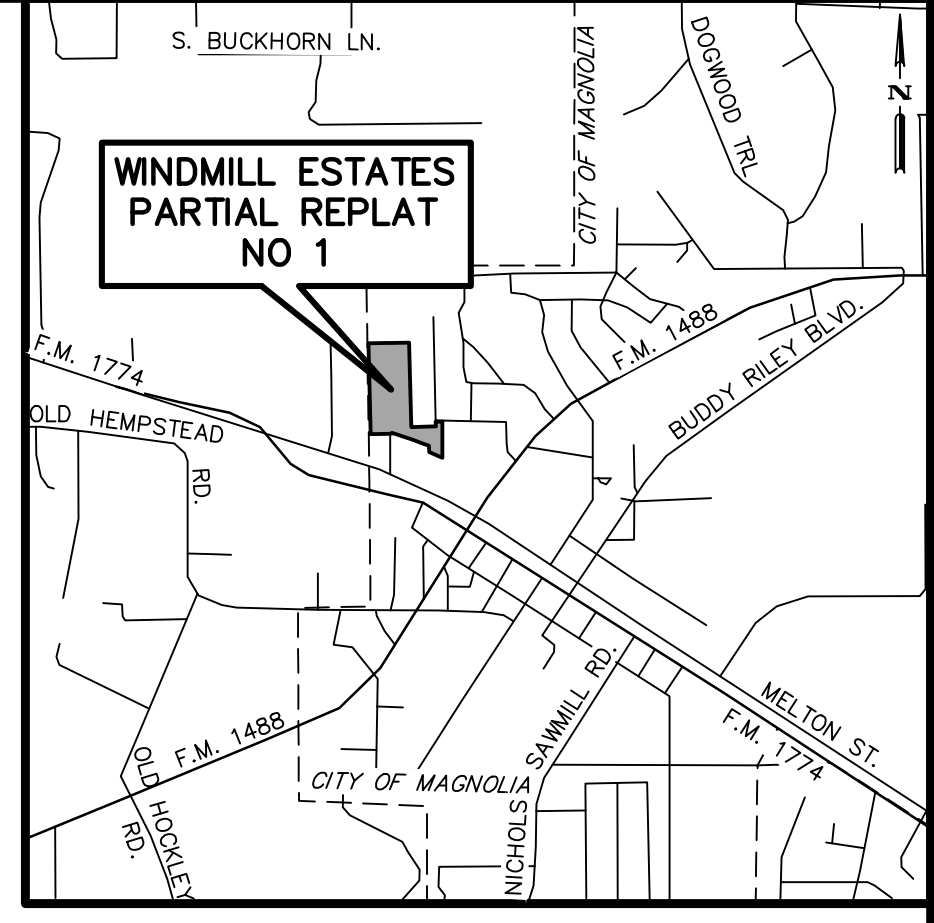
Jeff Wiggins

- GENERAL NOTES
- ① indicates Block Number.
 - "A.E." indicates Aerial Easement.
 - "B.L." indicates Building Line.
 - "U.E." indicates Utility Easement.
 - "W.L.E." indicates Water Line Easement.
 - "STM. S.E." indicates Storm Sewer Easement.
 - "SAN. S.E." indicates Sanitary Sewer Easement.
 - "M.C.C.F." indicates Montgomery County Clerk's File Number.
 - "M.C.M.R." indicates Montgomery County Map Records.
 - "M.C.D.R." indicates Montgomery County Deed Records.
 - "CAB." indicates Cabinet.
 - "SHT." indicates Sheet.
 - "R.O.W." indicates Right-of-Way.
 - "NO." indicates Number.
 - Bearing orientation is based on the Texas State Plane Coordinate System South Central Zone 4204, NAD83.
 - The coordinates shown herein are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing the following combined scale 0.99996669.
 - The square footage value shown herein is a mathematic value based upon the boundary data shown herein. This value has no relation to the precision of closure of this plat or the position of corner monuments recovered or placed.
 - Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

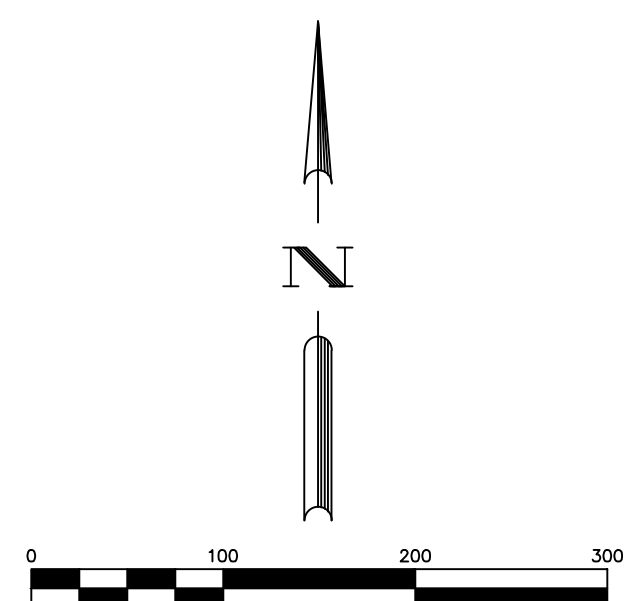
LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N3°28'23"W	42.58'
L2	N87°59'08"E	57.70'
L3	N68°40'05"W	129.41'
L4	N3°38'06"W	56.41'
L5	N71°03'01"W	150.00'
L6	N74°02'43"W	200.00'
L7	S3°23'48"E	6.28'
L8	S86°36'12"W	30.28'
L9	S86°31'37"W	160.80'
L10	N86°31'37"E	20.00'
L11	N3°23'48"W	44.33'
L12	N3°28'23"W	18.02'
L13	N43°33'40"W	13.55'
L15	N3°28'23"W	18.02'
L16	N3°04'42"W	26.61'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	100.00'	109°25'40"	190.99'	N 51°14'27" E	163.28'
C2	300.00'	10°53'48"	57.05'	S 2°03'06" W	56.97'
C3	300.00'	10°58'23"	57.45'	N 2°00'48" E	57.37'
C4	25.00'	66°25'19"	28.98'	N 36°41'02" W	27.39'
C5	25.00'	21°02'22"	9.18'	S 7°02'48" W	9.13'
C6	25.00'	67°51'15"	29.61'	S 40°07'06" E	27.91'
C7	50.00'	267°27'41"	233.40'	S 63°50'09" W	72.26'
C8	275.00'	10°58'23"	52.67'	N 2°00'48" E	52.59'
C9	325.00'	10°58'23"	62.24'	N 2°00'48" E	62.15'
C10	325.00'	10°53'48"	61.81'	S 2°03'06" W	61.72'
C11	275.00'	13°41'28"	65.71'	S 0°39'16" W	65.56'
C12	80.00'	109°25'40"	152.79'	N 51°14'27" E	130.60'
C13	120.00'	109°25'40"	229.19'	N 51°14'27" E	195.91'

RESERVE TABLE		
RESERVE	ACREAGE/ SQUARE FOOTAGE	RESTRICTION
Ⓐ	1.109 AC. / 48,312 S.F.	DRAINAGE / DETENTION
Ⓑ	0.2861 AC. / 12,462 S.F.	LANDSCAPE / OPEN SPACE
Ⓒ	0.2446 AC. / 10,656 S.F.	LANDSCAPE / OPEN SPACE



VICINITY MAP
N.T.S.
KEY MAP: 211M & 212J



WINDMILL ESTATES PARTIAL REPLAT NO 1

A SUBDIVISION OF 8.164 ACRES OF LAND LOCATED IN THE G.W. LONIS SURVEY, A-320, CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, ALSO BEING ALL OF LOTS 1-10 OF BLOCK L, ALL OF BLOCK M, AND ALL OF LOT 1 OF BLOCK N, OF WINDMILL ESTATES RECORDED UNDER CAB. A, SHT. 188B, M.C.M.R.

REASON FOR REPLAT:
TO CREATE 31 SINGLE FAMILY LOTS AND 3 RESERVES

LOTS: 31 RESERVES: 3 BLOCKS: 2
SCALE: 1"=100' DATE: NOVEMBER, 2022

OWNER:
BC WINDMILL ESTATES, LLC,
a Texas limited liability company
210 RELE STREET
MOUNTAIN BROOK, ALABAMA 35223

LAND PLANNER:
BGE, INC.
10777 WESTHEIMER, STE. 400
HOUSTON, TEXAS 77042
281-558-8700



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

STATE OF TEXAS
COUNTY OF MONTGOMERY

We, BC WINDMILL ESTATES, LLC, a Texas limited liability company, acting herein by and through Levi Mixon of BC WINDMILL ESTATES, LLC, a Texas limited liability company, owners; (hereinafter referred to as owners) of the 8.164 Acre tract described in the above and foregoing map of WINDMILL ESTATES PARTIAL REPLAT NO 1, do hereby make subdivision of said property for and on behalf of said BC WINDMILL ESTATES, LLC, a Texas limited liability company, according to lines, streets, lots, alleys, parks, building lines, and easements thereon shown, and designate said subdivision as WINDMILL ESTATES PARTIAL REPLAT NO 1 located in the G.W. Lonis Survey, A-320, City of Magnolia, Montgomery County, Texas; and on the behalf of said BC WINDMILL ESTATES, LLC, a Texas limited liability company, and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant forever defend the title to the land so dedicated.

This is to certify that BC WINDMILL ESTATES, LLC, a Texas limited liability company, acting herein by and through Levi Mixon, Authorized Officer being officer of BC WINDMILL ESTATES, LLC, a Texas limited liability company, owner of the property subdivided in the above and foregoing map of WINDMILL ESTATES PARTIAL REPLAT NO 1, have complied or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County, Texas.

Further, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designed with aerial easements (U.E. and A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

Further, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designed with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

Further, owners do hereby dedicate forever to the public a strip, a minimum of land fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

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

That drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly is strictly prohibited.

Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

IN TESTIMONY WHEREOF, BC WINDMILL ESTATES, LLC, a Texas limited liability company, has caused these presents to be signed by Levi Mixon, Authorized Officer, thereunto authorized, this _____ day of _____, 2022.

BC WINDMILL ESTATES, LLC,
a Texas limited liability company

By: _____
Levi Mixon
Authorized Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Levi Mixon, Authorized Officer of BC WINDMILL ESTATES, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Printed Name: _____
Notary Public in and for the State of Texas
Commission Expires: _____

This is to certify that I, _____, a licensed surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all blocks, lot corners, angle points and points of curve are properly marked with one-half inch iron rods, three feet long, set with the head flush with the ground or sidewalks and that this plot correctly represents that survey made by me.

Alan Bentley, R.P.L.S.
Texas Registration No. 2055

This is to certify that the Planning and Zoning Commission of the City of Magnolia, Texas, has approved this plot and subdivision of WINDMILL ESTATES PARTIAL REPLAT NO 1 as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signatures of the Planning and Zoning Chairperson, and the City Secretary of the City of Magnolia, Texas, this the _____ day of _____, 2022, do approve this plot to be recorded in the official record at the Montgomery County Clerk's Office.

ROBERT FRANKLIN, CHAIRMAN

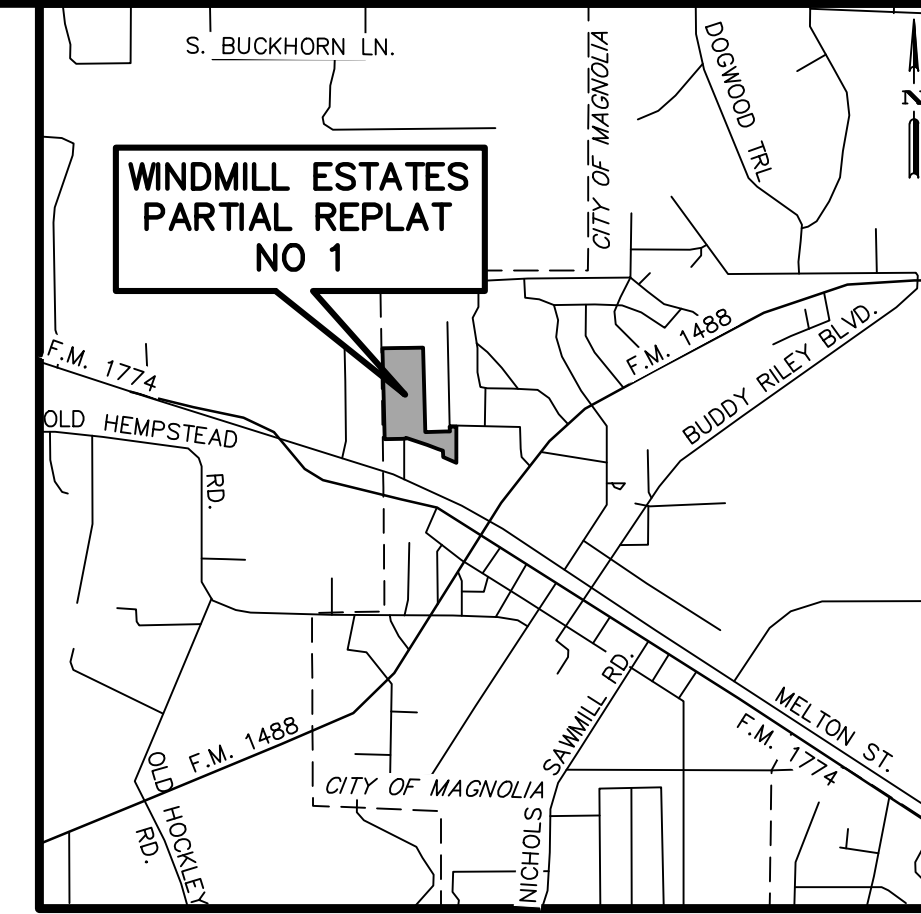
KANDICE GARRETT, CITY SECRETARY

This is to certify that the City Council of the City of Magnolia, Texas, has approved this plot and subdivision of WINDMILL ESTATES PARTIAL REPLAT NO 1 as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signatures of the Mayor, and the City Secretary of the City of Magnolia, Texas, this the _____ day of _____, 2022, do approve this plot to be recorded in the official record at the Montgomery County Clerk's Office.

TODD KANA, MAYOR

KANDICE GARRETT, CITY SECRETARY



VICINITY MAP
N.T.S.
KEY MAP: 211M & 212J

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2022, at _____ o'clock, _____ M., and duly recorded on _____, 2022, at _____ o'clock, _____ M., in cabinet _____, sheet _____ of record of _____ for said County.

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

Mark Turnbull, Clerk, County Court,
Montgomery County, Texas
By: _____
Deputy

WINDMILL ESTATES PARTIAL REPLAT NO 1

A SUBDIVISION OF 8.164 ACRES OF LAND
LOCATED IN THE G.W. LONIS SURVEY, A-320,
CITY OF MAGNOLIA, MONTGOMERY COUNTY,
TEXAS, ALSO BEING ALL OF LOTS 1-10 OF
BLOCK L, ALL OF BLOCK M, AND ALL OF LOT 1
OF BLOCK N, OF WINDMILL ESTATES RECORDED
UNDER CAB. A, SHT. 188B, M.C.M.R.

REASON FOR REPLAT:
TO CREATE 31 SINGLE FAMILY LOTS AND 3 RESERVES
LOTS: 31 RESERVES: 3 BLOCKS: 2
SCALE: 1"=100' DATE: NOVEMBER, 2022

OWNER:
BC WINDMILL ESTATES, LLC,
a Texas limited liability company
210 RELE STREET
MOUNTAIN BROOK, ALABAMA 35223

LAND PLANNER:
BGE, INC.
10777 WESTHEIMER, STE. 400
HOUSTON, TEXAS 77042
281-558-8700



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

G:\TAN\Projects\Bail_Capital\8576-00-Windmill_Estates\PL\01_CADD\02_Exhibits\04_PW_Exhibits\02-12-05_Windmill_Estates_Existing_ROW_Exhibit.dwg, 12/05/2022 9:21 AM, jPerez, 1:100



MAGNOLIA CROSSING

A COLLINS FAMILY COMMUNITY

MAGNOLIA
TX

Magnolia City Council – July 11, 2023
Development Agreement

Location and Overview

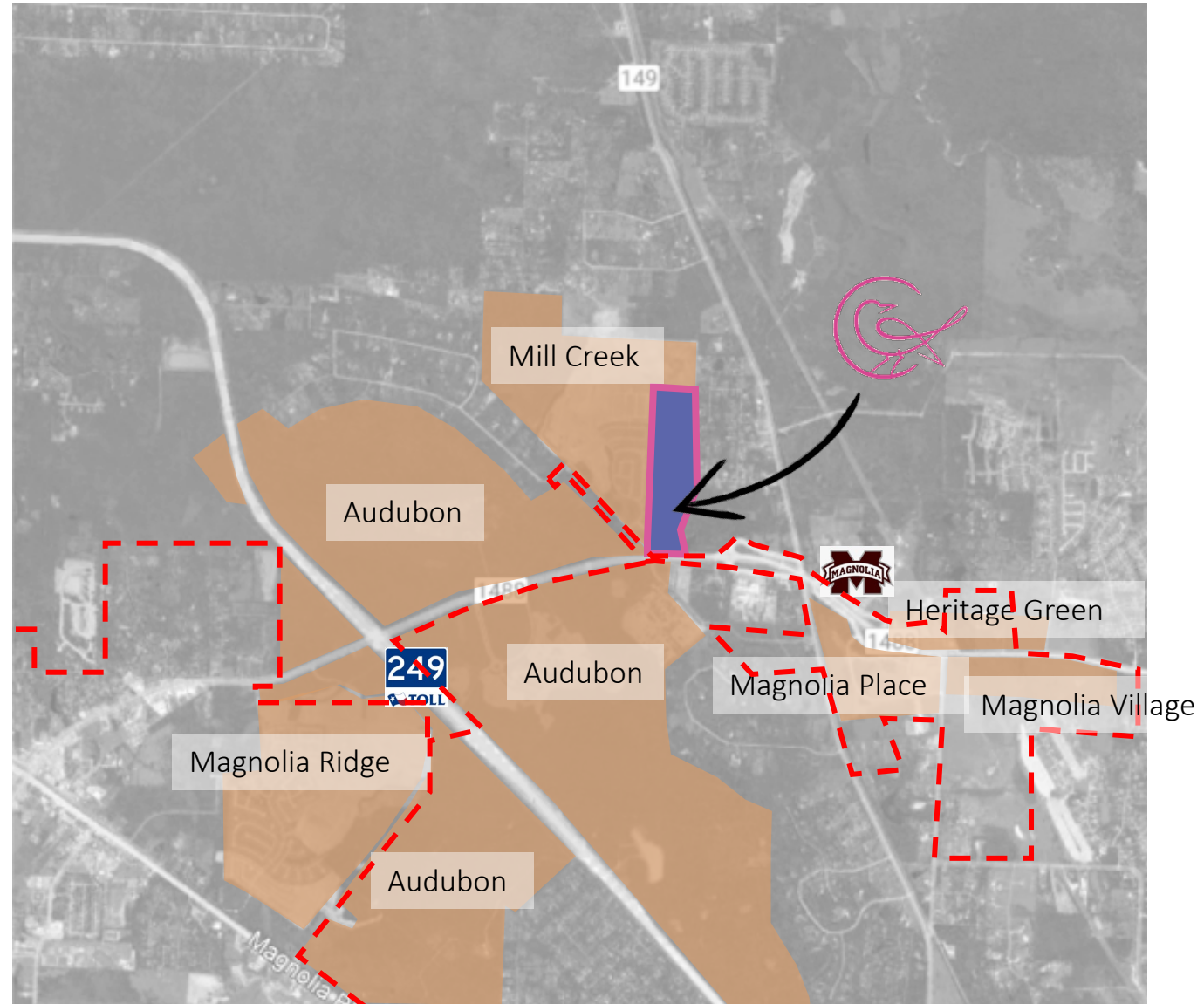
+/- 95 Acre property in Magnolia ETJ, contiguous with the Magnolia city limits.

A Collins family property of over 30 years.

Instrumental in dedication of ROW portions for widening of 1488, extension of city utilities along Mill Creek Road, and the realignment of Mill Creek Road.

Staff has requested we annex property which will allow the substantial property and sales tax revenue to be captured by city, which is the subject of the Development Agreement.

Development Agreement restricts ability for tract to receive water connections until Q2 2024.





Magnolia Crossing will be a 94.9 acre masterplan community, providing a range of attainable quality housing, serviced by a lifestyle oriented and walkable neighborhood retail center, woven together by a central green spine and walking trails.

The community will feature over 550 residential units and over 100,000 square feet of quality retail, medical, and other services.





Single Family Homes

Est. 240-260 lots
1,600 – 2,500 square feet
Mid \$200's – upper \$300's
Minimum lot widths 40'

Luxury Multifamily Apartments

Up to 300 Units
Mix of 1-BR and 2-BR ranging from
700-1,200 square feet

Neighborhood Retail Center

Mid-size grocery and/or fitness anchored
shopping center
+/- 110,000 square feet total
Emphasis on community oriented tenants,
services, food & beverage, medical
services, childcare



Retail

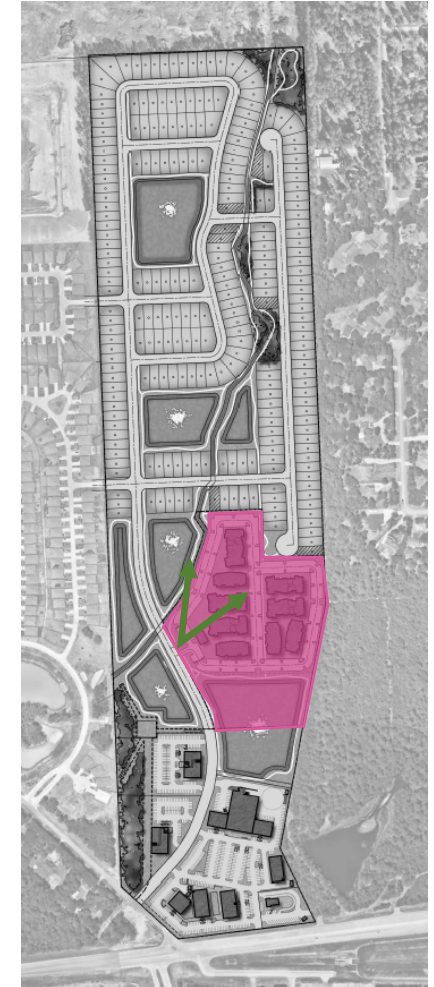


Magnolia Crossing will feature a “lifestyle center” quality with a tenant mix targeted towards neighborhood essentials, including boutique grocery, fitness, beauty, medical/dental, and a wide range of food and beverage options.

Public “Plaza Greens” provide outdoor gathering space for retail patrons, as well as nearby residents of Magnolia Crossing and Mill Creek neighborhoods within walking distance.



Luxury Multifamily



Magnolia Crossing will offer 300 luxury multifamily units connected by walking trails to the retail center to the south.



Single Family Residential

Magnolia Crossing will offer a range of attainable single family homes similar to existing examples in the surrounding area today that continue to be in high demand.



Enclave at Dobbin (Magnolia)



Rosehill Meadow (Tomball)



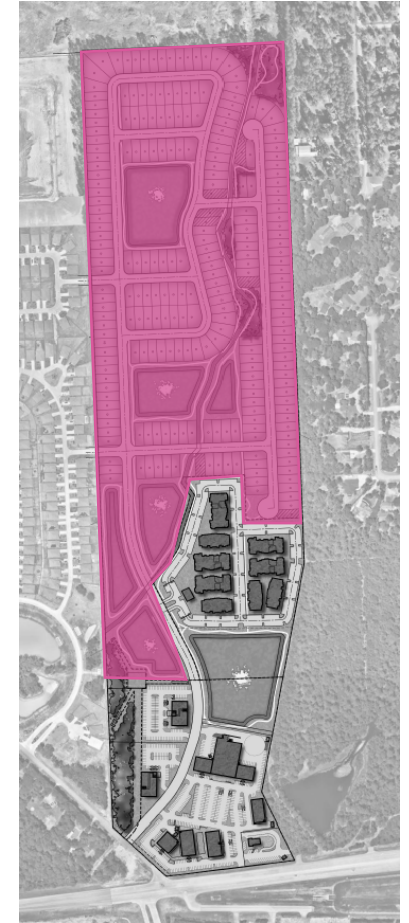
Audubon (Magnolia)



Decker Farms (Magnolia)



Mill Creek Trails (Magnolia)



Variances to the Development Code

Key variances:

- Allows for 300 apartment units with 15% open space compared to 181 units with 25% open space allowed by conditional use permit under UDC
- Allows for minimum single family lot size of 40' compared to allowable lot averaging of 50' (lots as small as 45'), and reduction in open space from 35% to 15%
- Defers maximum detention slope allowable to MUD, up to 3:1 side slope (MUD or HOA to retain maintenance obligation)
- Allows for grandfathering of drainage plan approval by County

Maintains all other UDC reqs, including:

- Everything related to commercial
- All landscape requirements
- All clearing and grading requirements
- All architecture and review requirements
- All signage requirements
- All ROW and block requirements
- Building height requirements

Chapter no.	CODE	Code	Variance Request
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU)	35% OSR, 5,000 sf lot, 50' width and 25' front set back, 12' side street and 25' rear	15% OSR, 4,000 sf lots and 40' width and 20' front set back, 10' side street and 10' rear, density as determined by lot dimensioning and setbacks
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU - Apartments)	25% OSR, 14.50/ac density	15% OSR, density greater of 300 units or 25 units/acre
Ch. 5-1-5.09 N	Dual Park and Easement, Storm Water Drainage Facility, or Nature Reserve	Detention of side slope 5:1	Allow 3:1 side slope provided MUD engineer approves
Ch. 5-4-1.03	Drainage Plan required	Drainage Plan approval by City Engineer	City to review the drainage analysis but will allow the analysis to follow Montgomery County requirements. Development agreement will address that the City will accept the Montgomery County approved report and will not require the additional 10% detention of pre-dev flow.





MAGNOLIA CROSSING

A COLLINS FAMILY COMMUNITY

MAGNOLIA
TX

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MAGNOLIA, TEXAS,
AND
MAGNOLIA PARAGON, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of June 14, 2023 (the "Effective Date"), by THE CITY OF MAGNOLIA, TEXAS (the "City"), a general law municipality in Montgomery County, Texas, acting by and through its governing body the City Council of Magnolia, Texas; and MAGNOLIA PARAGON, LLC, a Texas limited liability company ("Developer").

RECITALS

Developer currently owns 94.901 acres of land in Montgomery County, Texas, described by metes and bounds in **Exhibit A** attached hereto (the "Property") and desires to develop the Property for single family, multi-family, and commercial uses.

The Property is currently located within the extraterritorial jurisdiction of the City, and Montgomery County Municipal Utility District No. 108 (the "District") desires to annex the Property into the District's boundaries.

Developer intends to petition the City to be annexed into the City's corporate boundaries. The District and Developer understand that the District cannot annex the Property into the District's boundaries until the Property is annexed into the City's corporate boundaries.

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property and anticipated sales tax revenue to the City.

The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

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

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

“Bonds” means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the Facilities, payment of Connection Charges, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

“City” means the City of Magnolia, Texas.

“City Building Code” means the uniform building, fire, electrical, plumbing, and mechanical codes adopted by the City, if any, including any amendments, deletions, or additions thereto, whether now or in the future, and as may be updated from time to time by the City.

“City Council” means the City Council of the City or any successor governing body.

“Comprehensive Plan” means the City Comprehensive Plan adopted April 9, 2013, and not including any future amendments or changes.

“County” means Montgomery County, Texas.

“Designated Mortgagee” means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

“Developer” means Magnolia Paragon, LLC, a Texas limited liability company, and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 8.04 herein.

“District” means Montgomery County Municipal Utility District No. 108.

“District Assets” means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or

operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

“District Obligations” means (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction, or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the services provided from the Facilities.

“End-Buyer” means any owner, tenant, user or occupant of any lot or lots, regardless of proposed use, for which a final plat has been approved by the City and recorded in the real property records.

“General Plan” means the plan for development of the Property, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with Section 3.02.

“Permitted Variances” means the permitted variances from the City’s Unified Development Code as set forth on **Exhibit C** attached hereto.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“Planning and Zoning Commission” means the Planning and Zoning Commission of the City.

“Property” means the real property described in **Exhibit A** attached hereto.

“Sign Ordinance” means Chapter 6 of the Unified Development Code, and not including any future amendments or changes.

“Unified Development Code” means the 2015 Unified Development Code, and any amendments thereto as of the Effective Date, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code by Section 245.004, Local Government Code; provided, however, that Developer may, at Developer’s option, elect to be bound by a future amendment or change to the Unified Development Code.

“Substantial Development Activities” means the subdivision of the Property or any portion thereof with the intent to sell, lease, or convey to an End-Buyer, and includes,

but is not limited to any platting or construction of water, sewer, drainage facilities, or roads.

“TCEQ” means the Texas Commission on Environmental Quality and its successors.

“Thoroughfare Plan” means the Thoroughfare Plan set forth in Chapter 4 of the Comprehensive Plan, and not including any future amendments or changes.

“Utility Agreement” means the Utility Agreement dated January 12, 2016, as between the City and the District, as amended.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations of the City. The City hereby represents to the Developer that:

(a) The City is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any Person which has not been obtained.

Section 2.02 Representations of Developer. Developer hereby represents to the City that:

(a) Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(b) Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer or any provisions of Developer's articles of incorporation and by-laws, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which the Developer is a party or by which Developer or its assets may be bound or affected.

(c) Developer has sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

(e) The petition for consent to annex the Property into the District that shall be submitted to the City within the later of (i) one year from the Effective Date of this Agreement; or ninety (90) days from the Developer's receipt of a water and wastewater utility will-serve letter from the City for the entirety of the anticipated capacity needed to serve the Property. The Developer recognizes that upon annexation into the City's corporate boundaries that the Property shall be subject to City property taxes and hereby agrees not to claim an agricultural exemption on the Property following completion of the annexation solely as such exemption relates to such City taxes. To the extent available, the Developer, in its sole option, may continue to claim tax exemptions in other taxing jurisdictions which impose taxes on the Property.

(f) The execution, delivery and performance of this Agreement by Developer does not require the consent or approval of any Person which has not been obtained.

ARTICLE III GENERAL PLAN AND PLATTING

Section 3.01 Introduction. The Property is to be developed including single family residential, multi-lot residential, multi-family residential, and commercial development. The land uses within the Property shall be typical of such development.

Section 3.02 General Plan and Amendments. The City and Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and refined by Developer as Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of

the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the Unified Development Code as well as the Comprehensive Plan and the Thoroughfare Plan. Notwithstanding the foregoing, the City hereby agrees that the Permitted Variances as set forth in **Exhibit C** shall be permitted in the development of the Property without further approval outside of this Agreement by the City.

Section 3.03 Platting. Developer shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the Planning and Zoning Commission and City Council in accordance with those requirements and procedures and planning standards of the Unified Development Code. So long as the plat meets the requirements of (1) Chapter 3 of the Unified Development Code; (2) any other City codes and ordinances governing platting; and (3) this Agreement (including any Permitted Variances or amendments or updated provisions of the Unified Development Code specifically allowed herein), the City shall approve the plat.

Section 3.04 Property Subject to the Agreement. This Agreement hereby includes the Property. The City agrees that it will adopt a consent ordinance consenting to the annexation of the Property into the boundaries of the District upon petition from the owner of such Property.

Section 3.05 Conveyance of Right of Way. The City recognizes and understands that the Developer intends to convey a portion of the Property to Montgomery County Municipal Utility District No. 131 ("MUD 131") to provide the necessary right of way for the Mill Creek Road realignment (the "Realignment Property"). Recognizing this intent, the Parties hereby agree that annexation of the Property into the City's corporate boundaries will not occur until after the final Realignment Property is determined and such annexation shall not include the Realignment Property.

ARTICLE IV

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 4.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's

performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees that it will not impose or attempt to impose any additional moratoriums on building or growth within the Property unless authorized by law. Notwithstanding the foregoing, Developer recognizes and understands that effective December 21, 2022, the City currently has in place a moratorium on development due to a lack of water facilities to serve existing and anticipated development. Due to the existing moratorium in place, the Developer hereby agrees that the City shall not be obligated to provide water service to the property until completion of three additional water wells, including one water plant, with an anticipated initial service date in the second quarter of 2024. The City in its sole discretion may choose to serve the Property at an earlier date if the City engineer determines that the City has adequate capacity in its system. Notwithstanding the foregoing, the City agrees that the Developer shall be permitted to submit plats and apply for any permits that may be necessary in conjunction with development of the Property during the term of the moratorium with the understanding that water service will not be provided until the moratorium is lifted. The Developer recognizes and understands that the submissions in the preceding sentence shall be limited to plan reviews to be completed by the City, and the Developer may not commence construction that requires the use of construction water. The City may issue preliminary plats prior to the determination that water service may be provided, but in no event shall the City be obligated to issue the final plat until water capacity is available to serve the portion of the Property included in such plat.

(b) By the terms of this Agreement, the City and Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developer predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan circulation and traffic patterns, a parks and recreation plan, subdivision regulations, public improvement regulations, private improvement regulations, and annexation provisions. The City and Developer agree that any City ordinance heretofore or hereafter adopted, that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property except for the Unified Development Code to the extent expressed in this Agreement, and that the provisions of this Agreement otherwise govern development of the Property.

Section 4.02 Density. The parties agree that development of the Property shall be in accordance with the requirements of this Agreement (including the Permitted Variances) and the General Plan. While modifications to the General Plan may be made in accordance with this Agreement, the Developer agrees that the number of multifamily housing units shall not exceed 300 units; provided, however, to allow Developer a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by

Developer to the City, so long as such variance does not exceed the quantity set forth herein by more than 10%. There shall be no limitation on the number of single-family residential housing units within the Property, provided that the development thereof meet the requirements set forth in Unified Development Code (as modified by this Agreement). In the event that Developer acquires additional property which Developer has agreed or will agree to make subject to this Agreement, the multi-family density requirements set forth in this paragraph shall not be increased unless approved by the City.

Section 4.04 Water/Wastewater/Drainage Services.

(a) The plan for the water distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the General Plan. Developer will make provisions for public water distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the District. Upon annexation of all or any portion of the Property into the District, the City will provide water and wastewater service to the portion(s) of the Property annexed into the District in accordance with the Utility Agreement.

(b) Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, stormwater, roads, and park and recreational facilities.

Section 4.05 Private Improvements/Inspections. Houses and buildings and other private improvements within the Property shall be constructed in accordance with the City Building Code. Houses and buildings and other private improvements within the Property will be inspected by City inspectors, who will perform all inspections on such houses and buildings. Prior to receiving a permit for a house or building within the Property, the builder of the house or building shall pay the Connection Charge (as such term is defined in the Utility Agreement) to the City. Such builder, its successors and assigns, shall have the right to review inspection records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such house or building or other private improvements.

Section 4.06 Recreational Facilities.

(a) Except to the extent allowed in the Permitted Variances, Developer hereby agrees to comply with Chapter 5 of the Unified Development Code. The City acknowledges that any recreational facility and/or open space made available to

residents of the District only will qualify for any requirements pertaining to parkland under Chapter 5 of the Unified Development Code.

(b) The City acknowledges and agrees that Developer may make provisions for public park and recreational facilities to serve the Property to be owned, financed, developed, and maintained by the District, to the extent authorized by state law. The District retains ownership and operation of the public park and recreational facilities, and such amenities will not become the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developer makes provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District.

(c) Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this Agreement and related HOA Bylaws, including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of the subdivision improvements as stipulated herein and as deemed necessary by the City. Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA. The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements that are calculated by the City engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. Further, the articles shall provide that the Board of Directors shall be required to expend money for the improvements and repairs to maintain all infrastructure under its jurisdiction. Further, the articles shall require that the Board of Directors file with the City annual reports of maintenance and that the Board of Directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the Board or the City, and that the treasurer of the HOA shall be required to post a surety bond.

Section 4.07 Fire Protection Services. All of the Property is located in Montgomery County Emergency Services District No. 10, a taxing authority that provides fire protection services to the Property. The City shall have no obligation to provide fire protection services to the Property, unless and until Montgomery County Emergency Services District No. 10 ceases to provide fire protection services to the Property.

Section 4.08 Police Protection Services. All of the Property will be located within the corporate boundaries of the City. The City will provide the Property with the same level of police protection service as the remainder of the City.

Section 4.09 Traffic Impact Study. Developer shall not be required to complete a traffic impact study for the proposed development of the Property or any potential impacts to adjacent or on-site roads.

Section 4.10 Liability of End-Buyer. End-Buyers shall have no liability for the failure of Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot.

Section 4.11 Performance Bond. Prior to final approval of a plat by the City, the owner or developer of the proposed subdivision shall provide a letter stating that funds are available to complete all water, sanitary sewer, drainage and road facilities needed to serve the portion of the property that is the subject of the plat. The owner or developer further agrees that after final approval of a plat by the City that there will be no conveyance of lots to a third party until a satisfactory report has been received by the City engineer from the developer's engineer stating that all work has been completed in accordance with the approved plat, plans and specifications for the water, sanitary sewer, drainage and road facilities, that the water facilities have been approved by the water authority, and that the City engineer has made a satisfactory final inspection ascertaining that all work, cleanup, and requirements of the City have been completed. If at any time the City learns that there has been a conveyance of lots prior to the satisfactory report, then the owner or the developer will be deemed in breach of any development agreement with the City, and the City may elect to terminate the development agreement or have the owner or developer post a performance bond.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any notice delivered to Developer pursuant to the terms of this Agreement.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Montgomery County, Texas, of any mortgage, deed of trust, or security agreement given and executed by Developer encumbering the Property or any portion thereof, Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by Developer, and (ii) may change Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Montgomery County, Texas, and Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI

PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the mutual execution of this Agreement, the City and Developer agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of either Developer's, or their respective grantee's, or a grantee's Successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and each Developer and their respective grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 8.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the General Plan. The parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement,

and therefore, would be a material breach of this Agreement. By way of example, a major deviation from the General Plan would be:

1. An increase in the density beyond that which is allowed by this Agreement or a fundamental change in the major thoroughfare, arterial or collector roadway configurations;

2. Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the General Plan; or

3. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement as set forth in Section 4.01(a), or required because of circumstances beyond the City's control;

2. Imposition by the City of a requirement that Developer, Developer's grantee, or a grantee's successor apply for or obtain from the City any permit or construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, inspection, other than as may be authorized in this Agreement or that may be required by State or Federal regulations;

3. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

4. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement;

5. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement; or

6. An attempt by the City to zone the Property in a manner that does not permit development consistent with the General Plan.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VIII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify Developer and each Designated Mortgagee in writing of an alleged failure by Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation and such determination shall be distributed in writing to the Developer and each Designated Mortgagee.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City and the necessary written notification has been distributed, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts

and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to Developer, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that such failure is excusable, such determination shall conclude the investigation and such determination shall be distributed in writing to the City.

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer and the necessary written notification has been distributed, then Developer may take any appropriate action to enforce this agreement at law or in equity without expanding the City's liability beyond the statutory limits of the Texas Tort Claims Act or under other laws; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Montgomery County, Texas, for the limited remedy of seeking the City's specific performance of its obligations under this Agreement.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 8.02, file suit in a competent jurisdiction in Montgomery County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer).

(b) The parties acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

ARTICLE VIII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and Developer, its successors and assigns. In addition to the City and Developer, Designated Mortgagees, and their respective successor or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and other landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) shall be recorded in the deed records of Montgomery County, Texas. This Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Notwithstanding anything to the contrary contained herein, the City agrees that Developer's rights to assignment under this Agreement include Developer's right to assign this Agreement to a separate entity to be created for the purpose of developing the Property.

Section 8.02 Term. This Agreement shall be effective upon the Effective Date and shall terminate 25 years from the Effective Date. In addition, in the event that the District annexes the Property into the District's boundaries prior to the Property being annexed into the corporate boundaries of the City, this Agreement shall automatically terminate without any action by either Party being required.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Real Property Records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after 25 years from the Effective Date, the City may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement. If Developer has not obtained final plat approval of 25% of the single-family lots within the Property within ten (10) years of the date of this Agreement, then the City may elect to terminate this Agreement and may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any Person who acquires the Property or any portion of the Property, except for an End-Buyer, shall take the Property

subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 9.01 above; provided, however, notwithstanding anything to the contrary herein, Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become Developer for purposes of this Agreement and notice is sent by Developer to the City and any Designated Mortgagee. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the City and the Developer who owns the property affected by the amendment. In the event either Developer sells any portion of the Property, such Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in Person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed as provided below, shall be as follows:

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

With copy to: Mr. Leonard Schneider

Liles Parker PLLC
2261 Northpark Dr., Suite 445
Kingwood, TX 77339
Facsimile: (713) 456-2079

Developer: Magnolia Paragon, LLC
Attn: Todd J. Collins
1015 East Boulevard
Charlotte, NC 28203

With copy to: Allen Boone Humphries Robinson LLP
Attn: Katie Sherborne
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Facsimile: (713) 860-6667

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Severability by Court Action. Unless the court applies Section 9.03, if any provision of this Agreement or the application thereof to any Person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other 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.

Section 9.05 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.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such

further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 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.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, 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.

Section 9.10 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. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of the entity.

Section 9.11 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.13 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

Section 9.14 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

Section 9.15 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the District.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

Section 9.17 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Section 9.18. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

Section 9.19. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF MAGNOLIA, TEXAS

By: _____
Todd Kana, Mayor

ATTEST:

By: _____
Christian Gable, Interim City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Todd Kana, Mayor of the City of Magnolia, Texas.

Notary Public, State of Texas

[Official Notary Stamp]

MAGNOLIA PARAGON, LLC,
a Texas limited liability company

By: _____
Todd J. Collins, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2023, by Todd J. Collins, Manager of Magnolia Paragon, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[Official Notary Stamp]

Exhibits:

- A Property Description
- B General Plan
- C List of Permitted Variances

Exhibit A

METES AND BOUNDS DESCRIPTION

BEING A 94.901 ACRE TRACT
OUT OF A CALLED 97.783 ACRE TRACT
IN JOHN B. RICHARDS SURVEY, A-449
MONTGOMERY COUNTY, TEXAS

Being a 94.901 acre tract (subject tract), situated in the John B. Richards Survey, A-449 Montgomery County, Texas, subject tract being the same tract as described in that certain deed to Ernest B. Collins and Floretta F. Collins and recorded in document No. 9453616 in the Official Public Records of Montgomery County, Texas (O.P.R.M.C.Tx), subject tract being more particularly described by metes and bounds as follows:

Note: All coordinates, bearings, and distances described hereon are referenced to the North American Datum of 1983 (2011 Adjustment), Texas State Plane Coordinate System "Texas Central Zone", U.S. Survey Feet based on GPS observations made by PS&S, LLC. Distances and areas are grid values. Scale Factor = 0.99997149.

Beginning at a corner", said corner being the Northeast corner of Mill Creek Estates Section 4 according to the Map or Plat thereof as recorded in Document No. 2022042405 O.P.R.M.C.Tx., said corner being on the South line of a called 92.22 acre tract as referenced in that certain deed to Forestar (USA) Real Estate Group Inc. as recorded in document No. 2021047873 O.P.R.M.C.Tx., said corner also being the Northwest corner of subject tract;

Thence North 87° 20' 55" East, 1,028.38 feet with the South line of a said 92.22 acre tract and North line of subject tract to a found 5/8 inch iron rod, said iron rod being an interior corner of said 92.22 acre tract and the Northeast corner of subject tract;

Thence South 02° 20' 30" East, 2,684.35 feet with the boundary of said 92.22 acre tract and the Eastern most boundary of subject tract to a found 1/2 inch iron rod, said iron rod being a corner of said 92.22 acre tract, said iron rod being the Northwest corner of a called 15.727 acre tract as referenced in that certain deed to Wild Rose Farm LLC, as recorded in Document No. 2020061943 O.P.R.M.C.Tx., said iron rod also being an interior corner of subject tract;

Thence South 10° 33' 01" West, 1,203.74 feet with the boundary of said 15.727 acre tract and subject tract to a found 1/2 inch iron rod, said iron rod being an interior corner of said 15.727 acre tract and subject tract;

Thence South 26° 07' 24" East, 385.64 feet with the common boundary of said 15.727 acre tract and subject tract to a found "TXDOT" monument, said monument being on the North Right of Way (R.O.W.) of F.M. 1488 (Variable Width), said monument also being the Southeast corner of subject tract;

Thence South 81° 39' 56" West, 156.06 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a found "TXDOT" monument;

Thence South 83° 05' 22" West, 494.35 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a found 5/8 inch iron rod, said iron rod being an interior corner of subject tract;

Thence North 72° 27' 26" West, 12.25 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being an interior corner of subject tract;

Thence North 86° 31' 01" West, 100.00 feet to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being the most Southwesterly corner of subject tract;

Thence North 47° 42' 20" West, 228.55 feet to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being the most Westerly South corner of subject tract;

Thence North 02° 15' 12" West, passing a found 5/8 inch iron rod with cap stamped "MANHARD" at 87.48 feet, passing a found 5/8 inch iron rod with cap stamped "MANHARD" at 115.72 feet, continuing North 02° 15' 12" West 2,531.95 feet with the East boundary of Mill Creek Estates Section 1 according

PS&S Job No. 075210003

April 15, 2021

Page 2 of 2

to the map or Plat thereof as recorded in Document No. 2019108993 O.P.R.M.C.Tx., continuing North 02° 15' 12" West, 579.97 feet with the East boundary of Mill Creek Estates Section 3 according to the map or Plat thereof as recorded in Document No. 2021118009 O.P.R.M.C.Tx., Continuing North 02° 15' 12" West, 886.04 feet with the East boundary of said Mill Creek estates Section 4 for a total of 4,085.87 feet back to the Point and Place of Beginning, and containing 94.901 acres (4,133,870 square feet) of land, more or less.



Michael G. Spores, RPLS No. 6634




PS&S,LLC
18 Augusta Pines Drive, Suite 100W
Spring, TX 77389
Firm Registration No. 10194677

Exhibit B



MAGNOLIA | LAND PLAN

APRIL 2023 | SCALE: 1"=200'-0" 



This drawing and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. Design subject to change based on final engineering. The Owner reserves the right to modify or change all designs without notice to the public.

Exhibit C

Magnolia Paragon JDC Variance List

Chapter no.	CODE	Code	Variance Request
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU)	35% OSR, 5,000 sf lot, 50' width and 25' front set back, 12' side street and 25' rear	15% OSR, 4,000 sf lots and 40' width and 20' front set back, 10' side street and 10' rear, density as determined by lot dimensioning and setbacks
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU - Apartments)	25% OSR, 14.50/ac density	15% OSR, density greater of 300 units or 25 units/acre
Ch. 5-1-5.09 N	Dual Park and Easement, Storm Water Drainage Facility, or Nature Reserve	Detention of side slope 5:1	Allow 3:1 side slope provided MUD engineer approves
Ch. 5-4-1.03	Drainage Plan required	Drainage Plan approval by City Engineer	City to review the drainage analysis but will allow the analysis to follow Montgomery County requirements. Development agreement will address that the City will accept the Montgomery County approved report and will not require the additional 10% detention of pre-dev flow.

[CITY OF MAGNOLIA LETTERHEAD]

[Date]

Mr. Brett F. Walker
Parkside 1488, LLC
3003 W. Alabama St.
Houston, Texas 77098

Letter of Understanding

Re: Construction of infrastructure to serve an approximate 35-acre tract more fully described by the metes and bounds attached hereto as Exhibit "A"

Dear Mr. Walker:

Parkside 1488, LLC and Cunningham Interests II, Ltd. are the property owners of the property described on Exhibit "A" (the "Owners"). The City of Magnolia (the "City") understands that the Owners desire to (i) extend City water and sanitary sewer lines, (ii) proceed with construction of drainage and detention facilities, and (iii) perform site grading (collectively, the "Improvements") to serve future development (the "Project") on the above-described tract (the "Tract"). The Tract is currently located within the extraterritorial jurisdiction of the City and the Owners will request the Tract to be annexed into the corporate boundaries of the City. The Owners understand that the City does not expect to have sufficient water capacity to serve the Tract until December 2023 or later. The Owners have represented that the earliest the Project may need water meters is June 2024.

The City agrees to allow the Owners to proceed with construction of the Improvements, subject to the following:

1. The Owners understand that the City must complete construction of and put into service Water Well No's 7 & 8 plus an additional third well before water and sanitary sewer service to the Project can be provided, and this letter is being issued during the temporary development moratorium implemented by the City in accordance with Ordinance No. O-2022-031 and extended by Ordinance No. O-2023-003. Nothing in this letter of understanding shall be construed to vest any rights to obtain permits for construction of any portion of the Project, other than any permits required to construct the Improvements. Any additional permits may only be sought and issued after the

repeal of the moratorium by an ordinance adopted by the City Council unless otherwise expressly approved by the City Council.

2. The Owners will assume all costs incurred in connection with the construction of the Improvements and for ultimate connection to the City's lines, including the City's tap fee at the time of connection, the City's charges for tap(s) and meter(s), and the City's inspection fees, which charges and fees will not exceed the charges and fees charged to other similar users within the City.

3. The Owners agree that the total number of water and sanitary sewer connections needed to serve the Project will not exceed 260 ESFCs without prior written agreement of the City.

4. The Owners have submitted all plans for the Improvements to the City's engineer for review and approval prior to the date of this letter, and upon approval of same, the Owners may proceed with construction of the Improvements.

5. The Owners will submit a petition for annexation of the Tract into the corporate boundaries of the City to the City.

6. The Owners will plat the property in accordance with the requirements of the City.

7. This Letter of Understanding is subject to the City's ordinances and all other rules, regulations, policies and charges lawfully established from time to time by the City for providing water and sanitary sewer service to similar users.

8. This Letter of Understanding is not assignable without the written consent of the City, which shall not be unreasonably withheld or delayed. This Letter of Understanding is not binding on either the Owners or the City and will not create any legal rights or liabilities for or against either party, but rather outlines the terms and conditions on which the Owners and the City may move forward on construction of the Improvements on the Tract and the provision of water by the City. [EXECUTION PAGES FOLLOW]

This Letter of Understanding was duly authorized by the City on the ____ day of April, 2023.

CITY OF MAGNOLIA, TEXAS

By: _____
Todd Kana, Mayor

ATTEST:

By: _____
Christian Gable, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Leonard Schneider, City Attorney

AGREED TO on the ____ day of April, 2023.

TENANTS IN COMMON:

PARKSIDE 1488, LLC,
a Texas limited liability company

By: Parkside Capital, LLC,
a Texas limited liability company

Its: Manager

By: _____
Brett F. Walker, President

CUNNINGHAM INTERESTS II, LTD.,
a Texas limited partnership

By: Cunningham Management, LLC,
a Texas limited liability company

Its: General Partner

By: _____
Name: _____
Title: _____

[CITY OF MAGNOLIA LETTERHEAD]

[Date]

Mr. Brett F. Walker
Parkside 1774, LLC
3003 W. Alabama St.
Houston, Texas 77098

Letter of Understanding

Re: Construction of infrastructure to serve an approximate 14.246-acre tract more fully described by the metes and bounds attached hereto as Exhibit "A"

Dear Mr. Walker:

Parkside 1774, LLC is the property owner of the property described on Exhibit "A" (the "Owner"). The City of Magnolia (the "City") understands that the Owner desires to (i) extend City water and sanitary sewer lines, (ii) proceed with construction of drainage and detention facilities, and (iii) perform site grading (collectively, the "Improvements") to serve future development (the "Project") on the above-described tract (the "Tract"). The Tract is currently located within the boundaries of Montgomery County Municipal Utility District No. 174 ("MUD 174"), which is within the extraterritorial jurisdiction of the City. City utility service to property located within MUD 174, including the Tract, is provided pursuant to the terms of the Utility Agreement by and between MUD 174 and the City, dated March 12, 2019, as further amended from time to time. The Owner understands that the City does not expect to have sufficient water capacity to serve the Tract until December 2023 or later. The Owner has represented that the earliest the Project may need water meters is June 2024.

The City agrees to allow the Owner to proceed with construction of the Improvements, subject to the following:

1. The Owner understands that the City must complete construction of and put into service Water Well No's 7 & 8 plus an additional third well before water and sanitary sewer service to the Project can be provided, and this letter is being issued during the temporary development moratorium implemented by the City in accordance with Ordinance No. O-2022-031 and extended by Ordinance No. O-2023-003. Nothing in this letter of understanding shall be construed to vest any rights to obtain permits for

construction of any portion of the Project, other than any permits required to construct the Improvements. Any additional permits may only be sought and issued after the repeal of the moratorium by an ordinance adopted by the City Council unless otherwise expressly approved by the City Council.

2. The Owner will assume all costs incurred in connection with the construction of the Improvements and for ultimate connection to the City's lines, including the City's tap fee at the time of connection, the City's charges for tap(s) and meter(s), and the City's inspection fees, which charges and fees will not exceed the charges and fees charged to other similar users within the City.

3. The Owner agrees that the total number of water and sanitary sewer connections needed to serve the Project will not exceed 95 ESFCs without prior written agreement of the City.

4. The Owner has submitted all plans for the Improvements to the City's engineer for review and approval prior to the date of this letter, and upon approval of same, the Owner may proceed with construction of the Improvements.

5. The Owner will plat the property in accordance with the requirements of the City.

6. This Letter of Understanding is subject to the City's ordinances and all other rules, regulations, policies and charges lawfully established from time to time by the City for providing water and sanitary sewer service to similar users.

7. This Letter of Understanding is not assignable without the written consent of the City, which shall not be unreasonably withheld or delayed. This Letter of Understanding is not binding on either the Owner or the City and will not create any legal rights or liabilities for or against either party, but rather outlines the terms and conditions on which the Owner and the City may move forward on construction of the Improvements on the Tract and the provision of water by the City.

[EXECUTION PAGES FOLLOW]

This Letter of Understanding was duly authorized by the City on the ____ day of May, 2023.

CITY OF MAGNOLIA, TEXAS

By: _____
Todd Kana, Mayor

ATTEST:

By: _____
Christian Gable, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Leonard Schneider, City Attorney

AGREED TO on the ____ day of May, 2023.

PARKSIDE 1774, LLC,
a Texas limited liability company

By: Parkside Capital, LLC,
a Texas limited liability company

Its: Manager

By: _____
Brett F. Walker, President

Exhibit "A"
14.246 Acre Tract

That certain 14.246-acre tract of land, originally part of that certain 29.246 acre tract of land, described as follows, being the original 29.246-acre tract, **SAVE AND EXCEPT** that certain 15.00-acre tract of land described below:

**METES AND BOUNDS DESCRIPTION
OF 29.246 ACRES (1,273,946 SQUARE FEET) OF LAND
IN THE WILLIAM T. DUNLAVY SURVEY, A-168
MONTGOMERY COUNTY, TEXAS**

Being 29.246 acres {1,273,946 square feet) of land in the William T. Dunlavy Survey, Abstract 168, Montgomery County, Texas, and being the residue of that certain called 30.137 acre tract described in the deed from AFFILIATED CROWN DEVELOPMENTS, LTD. to TODD MISSION CORNER, LLC recorded in File Number 2008-117803 of the Official Public Records of Real Property of Montgomery County, Texas, and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped "MOYER SURVEYING" found for the northeast corner of the herein described tract and of said called 30.137 acre tract, being an angle corner of the called 78.760 acre tract of land described in the deed from JAMES EDWARD WARE, et al. to MAGNOLIA INDEPENDENT SCHOOL DISTRICT recorded in File Number 2002-131656 of the Official Public Records of Real Property of Montgomery County, Texas;

THENCE South $03^{\circ} 01' 27''$ East - 2305.96 feet, with the line common to said called 30.137 acre tract and said 78.760 acre tract to a 5/8-inch iron rod with cap stamped "IDS" set for the southeast corner of the herein described tract, being the northeasterly corner of a called 0.8833 acre tract of land described in the Agreed Judgment to THE STATE OF TEXAS recorded in Document Number 2012030757 of the Official Public Records of Real Property of Montgomery County, Texas, and being at the beginning of a non-tangent curve to the left;

THENCE in a northwesterly direction, with said curve to the left and with the northeasterly line of said 0.8833 acre tract, having a radius of 2931.80 feet, a central angle of $00^{\circ} 08' 09''$, a chord bearing and distance of North $74^{\circ} 59' 20''$ West - 6.95 feet, and an arc distance of 6.95 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the end of said curve;

THENCE North $75^{\circ} 03' 25''$ West - 629.97 feet, continuing with said northeasterly line, to a 5/8-inch iron rod with cap stamped "IDS" set for the southwest corner of the herein described tract and being on the east right-of-way line of F. M. 1486 (width varies) as described in Volume 217, Page 68 of the Montgomery County Deed Records;

THENCE North $01^{\circ} 24' 51''$ West - 2105.27 feet, with the east right-of-way line of F. M. 1486 and the west line of the herein described tract, to a 5/8-inch iron rod with cap stamped "IDS" set for the northwest corner of the herein described tract and the southwest corner of a called 0.535 acre tract described in the deed to MAGNOLIA ISO recorded in Document Number 2004091153

of the Official Public Records of Real Property of Montgomery County, Texas, from which a found 5/8-inch iron rod with 4-inch aluminum cap bears North 02° 16' 50" West - 58.77 feet;

THENCE North 86° 18' 09" East - 424.70 feet, with the line common to the herein described tract and said 0.535 acre tract to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner;

THENCE North 86° 57' 09" East - 122.04 feet, continuing with the north line of the herein described tract to the POINT OF BEGINNING and containing 29.246 acres of land.

SAVE AND EXCEPT:

**METES AND BOUNDS DESCRIPTION
OF 15.000 ACRES (653,400 SQUARE FEET) OF LAND
IN THE WILLIAM T. DUNLAVY SURVEY, A-168
MONTGOMERY COUNTY, TEXAS**

Being 15.000 acres (653,400 square feet) of land in the William T. Dunlavy Survey, Abstract 168, Montgomery County, Texas, and being a portion of the residue of the called 30.137 acre tract described in the deed from AFFILIATED CROWN DEVELOPMENTS, LTD. to TODD MISSION CORNER, LLC recorded in File Number 2008-117803 of the Official Public Records of Real Property of Montgomery County, Texas, and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped "MOYER SURVEYING" found for the northeast corner of the herein described tract and of said called 30.137 acre tract, being an angle corner of the called 78.760 acre tract of land described in the deed from JAMES EDWARD WARE, et al. to MAGNOLIA INDEPENDENT SCHOOL DISTRICT recorded in File Number 2002-131656 of the Official Public Records of Real Property of Montgomery County, Texas;

THENCE South 03° 01' 27" East - 1170.82 feet, with the line common to said called 30.137 acre tract and said 78.760 acre tract, to a 5/8-inch iron rod with cap stamped "IDS" set for the southeast corner of the herein described tract;

THENCE South 88° 35' 09" West - 579.25 feet, across said called 30.137 acre tract, to a 5/8-inch iron rod with cap stamped "IDS" set for the southwest corner of the herein described tract and being on the east right-of-way line of F. M. 1486 (width varies) as described in Volume 217, Page 68 of the Montgomery County Deed Records;

THENCE North 01° 24' 51" West - 1149.96 feet, with the east right-of-way line of F. M. 1486 and the west line of the herein described tract, to a 5/8-inch iron rod with cap stamped "IDS" found for the northwest corner of the herein described tract and the

southwest corner of a called 0.535 acre tract described in the deed to MAGNOLIA ISD recorded in Document Number 2004091153 of the Official Public Records of Real Property of Montgomery County, Texas, from which a found 5/8-inch iron rod with 4-inch aluminum cap bears North 02° 16' 50" West - 58.77 feet;

THENCE North 86° 18' 09" East - 424.70 feet, with the line common to the herein described tract and said 0.535 acre tract to a 5/8-inch iron rod with cap stamped "IDS" found for an angle corner;

THENCE North 86° 57' 09" East - 122.04 feet, continuing with the north line of the herein described tract to the **POINT OF BEGINNING** and containing 15.000 acres (653,400 square feet) of land.

**CITY OF MAGNOLIA
WATER PLANT No. 3 Phase 2
WORK ORDER 23-004**

Engineer's Project No. 211009.62

Project Description:

This project consists of the construction of a 410,000-gallon glass-lined ground storage tank, CMU control building, three (3) 1,000-gpm vertical turbine booster pumps, motor control center, chemical disinfection system, 800-kW diesel emergency power generator, detention pond and drainage system, electrical, instrumentation, and SCADA work.

Engineering Services:

Baxter & Woodman, Inc., will provide Construction Management and Field Observation for and during the construction of the Water Plant No. 3 Phase 2. 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 Master Engineering Services Agreement dated September 14, 2021. The Owner shall pay Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed during the Construction Contract Duration of 480 calendar days plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$255,241.00.

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

Approved by: **City of Magnolia**

By:



By:

Title: Executive Vice President

Title:

Date: July 1, 2023

Date:

Additional Comments and Conditions: All costs for Construction Management and Field Observation after the expiration of the construction contract period shall be addressed in accordance with Section 00800 3.04B.

**City of Magnolia
Water Plant No. 3 Phase 2
Construction Management & Field Observation Services
Work Order 23-004**

ATTACHMENT A

Project Description

The project involves providing Construction Management and Field Observation during construction efforts by the Contractor to obtain Project Completion.

Scope of Services

A Construction Contract Duration of 480 calendar days was utilized in budgeting the following scope of services that details the anticipated tasks necessary to successfully complete this Project:

1. Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. Project Initiation
 - a. Prepare Notice to Proceed.
 - b. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
 - c. Provide Pre-Construction photos and video.
3. Construction Administration
 - a. Attend monthly construction progress meetings.
 - b. Receive, log, and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 75 submittals total, (includes submittals and re-submittals, if required) by ENGINEER and shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the Contract Documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
 - c. Review the Contractor's monthly payment applications (total of 16) submitted in an acceptable format as construction work progresses and advise the OWNER of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - d. Prepare construction contract change orders and work directives when authorized by the OWNER during the 16-month construction contract period.
 - e. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor during the 16-month construction contract period.
 - f. Review construction record drawings for completeness prior to submission to CADD.

City of Magnolia
Water Plant No. 3 Phase 2
Construction Management & Field Observation Services
Work Order 23-004

- g. Construction Manager or other office staff visit site as needed during the 16-month construction contract period.
 - h. Document any and all non-conforming work and provide a written Non-Conformance Report.
- 4. Field Observation – Part Time
 - a. ENGINEER will provide a Field Project Representative (FPR) at the construction site during the 480-day construction contract period on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hour per regular weekday, not including legal holidays as deemed necessary by the ENGINEER, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - b. Through standard reasonable means, ENGINEER will become generally familiar with observable completed work during the 480-day construction contract period. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. ENGINEER shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. ENGINEER shall not be responsible for the acts of omissions of any contractor, subcontractor, supplier, manufacturer or any of their agents, employees or any person (except ENGINEER's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by the ENGINEER.
 - c. Part-Time Field Observation provides that the FPR will make intermittent site visits to observe the progress and quality of Contractor's executed Work during the 480-day construction contract period. Part-Time Field Observation does not guarantee the ENGINEER will observe or comment on work completed by the contractor at times the FPR is not present on site. Such visits and observations by the FPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement as assisted by FPR, if any.
 - d. Keep a daily record of the Contractor's work on those days that the ENGINEERS are at the construction site including notations on the nature and cost of any extra work during the 480-day construction contract period.

City of Magnolia
Water Plant No. 3 Phase 2
Construction Management & Field Observation Services
Work Order 23-004

5. Critical Phase Coatings and Sealant Inspection
 - a. Provide, an on-site representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Specifications, observe, verify, and document in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - b. Engineer will observe all surface preparations and coating applications per the National Association of Corrosion Engineers (NACE) standards.

6. Performance Testing – Starting of Systems
 - a. ENGINEER will attend Contractor's Unit Process Testing and Startup Meeting(s) and Facility Startup Meeting(s) to discuss testing and startup schedules, test methods, required materials and utilities for Contractor installed Products, Unit Processes, and Facilities during the 480-day construction contract period. Discussions will include Operation Interface, OWNER, and ENGINEER involvement. Manufacturer's representative involved in the installation and its coordination or integration into the Work shall attend the meeting. Contractor's testing and startup schedule shall be approved by the OWNER and ENGINEER prior to commencing any testing procedures.
 - b. ENGINEER will observe Functional (or run) testing for all equipment and systems.
 - c. ENGINEER to review equipment manufacturer written report covering checkout, testing, inspections, and start-up. Any deficiencies noted in the report shall be corrected by the Contractor and verified by the ENGINEER.
 - d. Monitor and Video Operator Training. Provide OWNER copy of Training Video.
 - e. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and materials furnished on the Project by Contractor shall have been conducted in the presence of representatives of Contractor, OWNER, and ENGINEER, and manufacturer if requested by OWNER or ENGINEER.

7. Substantial Completion of Project - Provide construction observation services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion reviews and monitor any required deficiencies correction.

8. Completion of Project
 - a. Provide construction observation services when notified by Contractor that the Project is complete. Prepare written punch lists during final completion review and monitor and verify any required deficiencies correction.
 - b. Prepare and review Final Payment and project closeout documents.
 - c. Review Contractor's written guarantees and issue a Certificate of Acceptance to contractor and Certificate of Completion to OWNER.

9. Project Closeout - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

**City of Magnolia
Water Plant No. 3 Phase 2
Construction Management & Field Observation Services
Work Order 23-004**

10. 3D GIS

- a. Collect measurements from known benchmarks in the field to building corners.
- b. Collect dimensions of buildings including ground elevation and interior floor elevation.
- c. Collect dimensions of underground pipe, pipe features, and appurtenances from known benchmarks in the field.
- d. Collect digital photos of every valve, fitting, motor, etc. before it is installed and after installation, include any tags and reference documents, pictures of structures during and after construction, inside and out, and overall site pictures.
- e. All data collected, processed, and developed as part of this task will be integrated with the OWNER's existing GIS infrastructure.

11. Drone Captured Progress Video Recording and Imagery

- a. Provide drone flights over the Project Site on a periodic basis of not more than two (2) hours per month (for up to 32 hours), from Project Initiation through Project Completion, to record the various stages and associated progress of the construction activities. Drone flights will provide high resolution video and imagery.
- b. Drone will be flown by a licensed Drone Pilot.
- c. All Federal Aviation Administration (FAA) requirements will be reviewed and met before each flight.

12. ENGINEER reviewed Construction Contract Documents and prepared this Scope of Services and associated fee. ENGINEER does not guarantee the Contractor will reach Contract Completion in the Contract time duration identified in the Construction Contract Proposal nor does ENGINEER control Contractor's Schedule to complete the Contract Work.

Special Services/Additional Services (to be authorized by separate written agreement)

Construction Management and Observation beyond the Original Contract Completion Date

Electrical Troubleshooting

Coordination with CenterPoint

It is generally agreed between the Contracting Parties that the ENGINEER has no control over the CONTRACTOR's Schedule and that the ENGINEER cannot control Electrical Troubleshooting or coordination required with CenterPoint as such, the Contracting Parties agree that any documented additional work in reference to these items will be considered for an Amendment to this Work Order.

July 3, 2023

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

**Subject: *Engineer's Review of Bids for Award of Contract
 City of Magnolia Kelly Road Water Plant GST and HPT Addition***

Dear Council Members:

This letter represents a summary of the bid results for the referenced project that were received and publicly read at Magnolia City Hall, 18111 Buddy Riley Rd., Magnolia, Texas 77354, on Thursday, June 29, 2023, at 2:00 p.m. A copy of the detailed bid tabulation for this project is enclosed for your review and consideration.

Bid Results

Three (3) contractors submitted bids for this project. Their respective bid amounts (from lowest to highest) are presented below.

<u>Contractor</u>	<u>Base Bid</u>	<u>Base Bid + Alt. 6</u>
ALLCO LLC	\$1,790,950.00	\$1,660,950.00
W.W. Payton Corporation	\$1,850,000.00	\$1,750,000.00
Integrated Water Services	\$1,893,984.37	\$1,889,464.26

Base Bid Work

Base bid work includes construction of a 189,000-gallon glass-lined bolted steel ground storage tank manufactured by Aquastore, a 15,000-gallon hydropneumatic tank, detention pond and drainage system, chain link fencing, electrical work, and site restoration.

Alternates Considered

Six (6) alternate bid items were included in the proposal. Alternate No. 1 is for installation of PVC storm sewer pipe in lieu of reinforced concrete pipe (RCP). Alternate No. 2 is for installation of HDPE storm sewer pipe in lieu of RCP. Alternate No. 3 is for a glass-lined bolted steel ground storage tank provided by a manufacturer other than Aquastore. Alternate No. 4 is for a welded steel ground storage tank in lieu of the glass-lined bolted steel ground storage tank. Alternate No. 5 is to haul surplus excavated soil to the City's Guillemont water plant. Alternate No. 6 is to install a pre-purchased 10,000-gallon hydropneumatic tank (HPT) in lieu of the 15,000-gallon HPT listed in the base bid.

The low bidder is ALLCO LLC for the base bid as well as for any combination of the base bid with alternates. Alternate Nos. 1, 3, 4, and 5 increase the overall project cost for the low bidder. Therefore, we do not recommend awarding these alternatives. Alternate No. 2 lowers the overall project by \$5,396; however, the savings observed in using HDPE in lieu of RCP does not warrant awarding this alternative. Therefore, we do not recommend awarding this alternative. Alternate No. 6 is to install a pre-purchased 10,000-gallon hydropneumatic tank (HPT) in lieu of the 15,000-gallon HPT listed in the base bid. We offer no objections to awarding this alternative.

Award of Contract

As indicated herein, ALLCO LLC is the apparent low bidder for this project. B&W has previously worked with ALLCO LLC and believe they are capable of performing the work for this project in accordance with the plans and specifications. B&W offers no objection to awarding the contract to the apparent low bidder, ALLCO LLC for the base bid plus of \$1,790,950.00 or the base bid plus Alternate No. 6 in the amount of \$1,660,950.00.

Should there be any questions, or if additional information is needed, please contact the undersigned at this office.

Sincerely,



Robel E. Giackero, P.E.
Project Manager

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS
TBPELS REGISTRATION NO. F21783

Attachment(s)

City of Magnolia
Kelly Road Water Plant GST and HPT Addition
Job No. 221952.40
June 29, 2023, 2:00 P.M.
Engineer's Estimate: \$1,864,000.00

Item No.	Qty	Unit	Description	BIDDER #1 ALLCO, LLC		BIDDER #2 W.W. Payton Corporation		BIDDER #3 Integrated Water Services, Inc.	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1.	1	LS	Insurance, bonds, permits, mobilization and demobilization, complete as specified for	\$105,000.00	\$105,000.00	\$50,000.00	\$50,000.00	\$118,530.00	\$118,530.00
2.	1	LS	Obtain, install, maintain and utilize Submittal Exchange software subscription for all submittals provided as part of this project for the duration of the project, complete as specified for	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$7,503.00	\$7,503.00
3.	1	LS	Provide, install and maintain storm water pollution prevention plan (SWPPP) including reinforced filter fabric fencing, inlet barrier protection, reinforced filter dam, and all appurtenances, as shown on the plans, complete as specified for	\$20,000.00	\$20,000.00	\$252.00	\$252.00	\$9,759.00	\$9,759.00
4.	0.5	AC	Clearing and grubbing, including legal offsite disposal, as shown on the plans, complete as specified for	\$75,523.00	\$37,761.50	\$10,000.00	\$5,000.00	\$110,634.00	\$55,317.00
5.	308	LF	Provide and install trench safety system, complete as specified for	\$1.00	\$308.00	\$1.00	\$308.00	\$9.33	\$2,873.64
6.	1	LS	Detention basin construction including excavation of approximately 1,090 cubic yards, grading, riprap, geotextile fabric, hydromulch seeding, vegetation establishment, and off-site disposal of excavated excess material as shown on the plans. Contractor shall satisfy himself/herself as to the quantity. No additional sums will be paid for quantities in excess of the estimate shown herein, complete as specified for	\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	\$43,310.00	\$43,310.00
7.	1	LS	Construct extreme event overflow grass-swale, including grading to provide positive drainage, as shown on plans, complete as specified for	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,023.00	\$2,023.00
8.	3	EA	Provide and install concrete headwall at detention basin outfalls, as shown on the plans, complete as specified for	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00	\$12,585.67	\$37,757.01
9.	1	LS	Provide and install concrete pilot channel, as shown on plans, approximately 130 linear feet, complete as specified for	\$26,000.00	\$26,000.00	\$12,000.00	\$12,000.00	\$14,852.00	\$14,852.00
10.	1	LS	Construct drainage swales, as shown on plans, complete as specified for	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$9,520.00	\$9,520.00
11.	2	EA	Provide and install Type "E" drop inlet including bedding, backfill, dewatering, materials, labor, disposal of excess spoils, and appurtenances, as shown on the plans, complete as specified for	\$7,220.00	\$14,440.00	\$3,000.00	\$6,000.00	\$6,214.50	\$12,429.00
12.	1	EA	Provide and install standard 4-foot diameter pre-cast storm sewer manhole, all depths, including excavation, bedding, backfill, manhole cover, dewatering, materials, labor, disposal of excess spoils, and appurtenances, as shown on plans, complete as specified for	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$10,122.00	\$10,122.00
13.	1	EA	Provide and install standard 4-foot diameter pre-cast storm sewer manhole with Type "E" inlet type manhole including bedding, backfill, dewatering, materials, labor, disposal of excess spoils, and appurtenances, as shown on the plans, complete as specified for	\$7,460.00	\$7,460.00	\$6,000.00	\$6,000.00	\$10,122.00	\$10,122.00
14.	156	LF	Provide and install 12-inch RCP (C-76, Class III) storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$99.00	\$15,444.00	\$125.00	\$19,500.00	\$282.81	\$44,118.36
15.	152	LF	Provide and install 15-inch RCP (C-76, Class III) storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$106.00	\$16,112.00	\$140.00	\$21,280.00	\$338.09	\$51,389.68
16.	1	LS	Provide and install 10-inch HDPE restrictor pipe in 15-inch storm sewer, including screen, as shown on plans, complete as specified for	\$9,605.00	\$9,605.00	\$1,000.00	\$1,000.00	\$1,528.00	\$1,528.00
17.	1	LS	Provide and install 189,000-gallon (33-foot 7-inch diameter, 35-foot height) cobalt blue Aquastore glass-lined bolted steel ground storage tank with aluminum geodesic domed roof including handrails, non-skid tape, concrete mat slab foundation, structural fill, integrated glass lined starter ring, tank disinfection, bacteriological testing, and all appurtenances as is necessary for a complete product, as shown on the plans, complete as specified for	\$699,000.00	\$699,000.00	\$1,223,000.00	\$1,223,000.00	\$643,694.00	\$643,694.00
18.	1	LS	Provide and install concrete overflow and drain splash box for new ground storage tank, as shown on the plans, complete as specified for	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$4,445.00	\$4,445.00
19.	1	LS	Provide and install 15,000-gallon hydropneumatic tank (24 feet in length and 10-foot diameter) with air line including all appurtenances, saddle type concrete foundations and coating (to be shop coated), with tank disinfection and bacteriological testing, to provide a complete and operating system, complete as specified for	\$210,000.00	\$210,000.00	\$140,000.00	\$140,000.00	\$181,109.00	\$181,109.00
20.	1	LS	Provide and install concrete drain splash pad for new hydropneumatic tank, as shown on the plans, complete as specified for	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$175.00	\$175.00
21.	1	LS	Provide and install air compressor with all appurtenances, including 5 hp motor, 60-gallon tank, complete as specified and shown on plans for	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$62,969.00	\$62,969.00
22.	1	LS	Provide and install metal canopy over air compressor including concrete pad as shown on plans, complete as specified for	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$27,808.00	\$27,808.00
23.	1	LS	Provide and install ductile iron plant yard piping (including well fill lines, equalization line, suction line, hydropneumatic tank to distribution line), valves, fittings, pipe supports, protective coatings, TS&V, wet connection, heat trace, disinfection, and bacteriological testing, complete as specified for	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00	\$210,760.00	\$210,760.00
24.	132	LF	Demolish and legally dispose a portion of the existing fence to allow construction of detention pond, as shown on plans, complete as specified for	\$10.00	\$1,320.00	\$5.00	\$660.00	\$50.99	\$6,730.68
25.	500	LF	Provide and install 6-foot-tall chain-link fence with 1-foot of 3-strand barbed wire, and appurtenances, complete as specified and shown on plans for	\$27.00	\$13,500.00	\$40.00	\$20,000.00	\$32.84	\$16,420.00
26.	1	LS	Provide and install all electrical work including all required appurtenances as shown on plans and described in specifications, for a complete operating system, complete as specified	\$157,000.00	\$157,000.00	\$80,000.00	\$80,000.00	\$203,924.00	\$203,924.00
27.	1	LS	Programming and Integration per Section 13330 - Process Control System for Water System Facilities including instrumentation and process control panels, complete as specified for	\$56,999.50	\$56,999.50	\$60,000.00	\$60,000.00	\$73,034.00	\$73,034.00
28.	1	LS	Site restoration, including regrading for positive drainage and hydro mulch seeding all disturbed areas, complete as specified for	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$23,762.00	\$23,762.00
29.	1	LS	Include an "allowance" for as-built topographic survey of all detention, drainage, and site improvements signed and sealed by an RPLS in the State of Texas (exact cost to be reimbursed to CONTRACTOR upon submittal of invoice from the surveyor), complete as specified for	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00

City of Magnolia
Kelly Road Water Plant GST and HPT Addition
Job No. 221952.40
June 29, 2023, 2:00 P.M.
Engineer's Estimate: \$1,864,000.00

Item No.	Qty	Unit	Description	BIDDER #1 ALLCO, LLC		BIDDER #2 W.W. Payton Corporation		BIDDER #3 Integrated Water Services, Inc. 4	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
BASE BID TOTAL					\$1,790,950.00		\$1,850,000.00		\$1,893,984.37 2
EQUIPMENT LIST									
Hydropneumatic Tank Manufacturer:				Bulldog		T&V		Bulldog Steel	
SUBCONTRACTOR LIST									
Electrician:				EAC		W.W. Payton Corporation		EAC	
System Integration:				Concentric		W.W. Payton Corporation		Concentric	
Alternate No. 1									
A1.1.	156	LF	In lieu of Base Bid Item No. 14, provide and install 12-inch PVC storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$104.00	\$16,224.00	\$130.00	\$20,280.00	\$238.72	\$37,240.32 1
A1.2.	152	LF	In lieu of Base Bid Item No. 15, provide and install 15-inch PVC storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$124.00	\$18,848.00	\$145.00	\$22,040.00	\$288.75	\$43,890.00
Alternate No. 1 plus Base Bid:					\$1,794,466.00		\$1,851,540.00		\$1,879,606.65
Alternate No. 2									
A2.1.	156	LF	In lieu of Base Bid Item No. 14, provide and install 12-inch HDPE storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$80.00	\$12,480.00	\$110.00	\$17,160.00	\$255.77	\$39,900.12 1
A2.2.	152	LF	In lieu of Base Bid Item No. 15, provide and install 15-inch HDPE storm sewer by open cut, including bedding, backfill, and dewatering, as shown on the plans, complete as specified for	\$90.00	\$13,680.00	\$125.00	\$19,000.00	\$275.63	\$41,895.76 1
Alternate No. 2 plus Base Bid:					\$1,785,554.00		\$1,845,380.00		\$1,880,272.21 2
Alternate No. 3									
A3.1.	1	LS	In lieu of Base Bid Item No. 17, provide and install 189,000-gallon (33-foot 7-inch diameter, 35-foot height) cobalt blue or forest green glass lined bolted steel ground storage tank with aluminum geodesic domed roof including handrails and non-skid tape, concrete mat slab foundation, structural fill, integrated glass lined starter ring, tank disinfection, bacteriological testing, and all appurtenances indicated on the plans as is necessary for a complete product, complete as specified for	\$721,000.00	\$721,000.00	\$1,198,000.00	\$1,198,000.00	\$664,094.00	\$664,094.00
Alternate No. 3 plus Base Bid:					\$1,812,950.00		\$1,825,000.00		\$1,914,384.37
Tank Manufacturer:				Northern Tank		Northern/Permastore		Aquastore	
Alternate No. 4									
A4.1.	1	LS	In lieu of Base Bid Item No. 17, provide and install 189,000-gallon (33-foot 7-inch diameter, 35 foot height) welded steel ground storage tank with standard conical roof including coating, handrails and non-skid tape, concrete mat slab foundation, structural fill, tank disinfection, bacteriological testing, foundation design and all appurtenances indicated on the plans as is necessary for a complete product, complete as specified for	\$794,000.00	\$794,000.00	\$1,298,000.00	\$1,298,000.00	\$875,034.00	\$875,034.00
Alternate No. 4 plus Base Bid:					\$1,885,950.00		\$1,925,000.00		\$2,125,324.37 2
Tank Manufacturer:				Tank Builders		TBI		Tank Builders, Inc.	
Alternate No. 5									
A5.1.	495	CY	In lieu of the off-site disposal of surplus excavated soil material (from the construction of the detention pond), stockpile a portion of the surplus excavated soil material (no topsoil) at the City of Magnolia's Water Plant No. 3 (located approximately 4.1 miles from the Kelly Road Water Plant) including loading, transporting, and stockpiling (volume will be calculated as volume excavated and will not include swell or shrink factors, contractor shall adjust bid unit price to account for swell or shrink), complete as specified for	\$1.00	\$495.00	\$40.00	\$19,800.00	\$23.64	\$11,701.80 1

City of Magnolia
Kelly Road Water Plant GST and HPT Addition
Job No. 221952.40
June 29, 2023, 2:00 P.M.
Engineer's Estimate: \$1,864,000.00

Item No.	Qty	Unit	Description	BIDDER #1 ALLCO, LLC		BIDDER #2 W.W. Payton Corporation		BIDDER #3 Integrated Water Services, Inc.	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
Alternate No. 6									
A6.1.	1	LS	In lieu of Base Bid Item No. 19, install 10,000-gallon hydropneumatic tank (tank shop coated and pre-purchased by the City), provide and install air line, including all appurtenances, saddle type concrete foundations, with tank disinfection and bacteriological testing, to provide a complete and operating system, complete as specified for	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$176,588.89	\$176,588.89
Alternate No. 6 plus Base Bid:				\$1,660,950.00		\$1,750,000.00		\$1,889,464.26	
Supplementary Items									
S1.	Add	LF	For a white or desert tan exterior Aquastore glass lined bolted steel ground storage tank color as approved by Engineer, add	\$19,000.00	\$ -	\$20,000.00	\$ -	\$20,400.00	\$ -
S2.	Add	LF	For a forest green or sky blue exterior Aquastore glass lined bolted steel ground storage tank color as approved by Engineer, add	\$19,000.00	\$ -	\$20,000.00	\$ -	\$20,400.00	\$ -
S3.	Add	LF	For a white, desert tan, or sky blue exterior by alternate supplier for glass lined bolted steel ground storage tank color as approved by Engineer, add	\$10,000.00	\$ -	\$10,000.00	\$ -	\$20,400.00	\$ -
Comments: 1. Bidder #3, Base Bid Items 5, 8, 14, 15, 24, & 25; Alt. No. A1.1.; Alt A2.1 & A2.2: Bidder rounded incorrectly in Total Price column. Correct amounts shown on Bid Tab. 2. Bidder #3, Base Bid Total, Alt. No. 1 plus Base Bid, Alt. 2 plus Base Bid: Totals off due to rounding errors. 3. Bidder #3, Alt. 3 plus Base Bid Total: Mathematical error. Correct amount shown on Bid Tab. 4. Bidder #3, all Bid Items: Bidder entered numeric values only, no written amounts.									

June 29, 2023

Timothy W. Robertson, PE
City Engineer
City of Magnolia
18111 Buddy Riley Blvd
Magnolia, Texas 77354

**Subject: Change Order No. 1
Water Well No. 8**

Dear Mr. Robertson:

Baxter & Woodman is presenting Change Order No. 1 in the amount of \$256,605.00 for the above referenced project. This Change Order increases the Current Contract Amount to \$3,156,105.00. The additional work and cost identified in this change order includes providing and installing three (3) twin 6-inch PVC culverts beneath the proposed 16-inch permeable pavers driveway, and quantity increases for Bid Item Nos. 7, 8.C., 8.D., 8.E., and 8.F.

Three (3) twin 6-inch PVC culverts are being installed during Phase I of Water Well No. 8' construction to eliminate the need to remove and replace sections of the new 16-inch permeable pavers driveway during Phase II of Water Well No. 8's construction. Additional clearing and grubbing was approved for drilling rig mobilization and staging. Quantities were increased for Bid item Nos. 8.C., 8.D., 8.E., and 8.F. due to approved material setting quantities recommended after geophysical logging of the well.

Should you have any questions, please feel free to contact me at 346-249-8582.

Sincerely,



Patricia Gunter
Director of Construction Services

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS
TBPELS REGISTRATION NO. F21783

xc: Mr. Michael A. Kurzy, PE – Baxter & Woodman, Inc.
Mr. Don Doering – City of Magnolia
Mr. Burt Smith – City of Magnolia
Mr. Daniel Ramos, PE – Baxter & Woodman, Inc.
Mr. Keith Bohack – Baxter & Woodman, Inc.
Mr. Brian Helms – Baxter & Woodman, Inc.

CHANGE ORDER

RE: Change Order No. 1
DATE: June 29, 2023
NAME OF PROJECT: Water Well No. 8
OWNER: City of Magnolia
CONTRACTOR: Weisinger Incorporated
Project No.: 220875.60

The amount of this Change Order represents full compensation for all costs and damages, direct or indirect, arising out of or in any way related to the work to be performed hereunder, including but not limited to all costs and damages due to delays, impacts, acceleration, disruption, interference, overheads (field and home office), loss of efficiency, loss of production, overtime or other costs and damages of whatever kind or nature relating to this Change Order and all other changes made to the work of the contract being modified hereby.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Provide and install three (3) twin 6-inch PVC culverts including trench excavation and safety, bedding, backfill, pipe fittings, grading, temporary caps for each culvert end, and all necessary appurtenances required for the installation. The proposed change is a lump sum amount and increases the contract total amount by \$5,375.00.
- 2) Bid Item No. 7 – Increase proposed quantity from 0.3 acres to 0.4 acres. The proposed change is a per unit price of \$46,000.00 per acre and increases the contract total amount by \$4,600.00.
- 3) Bid item No. 8.C. – Increase proposed quantity from 1,265 vertical feet to 1,282 vertical feet. The proposed change is a per unit price of \$450.00 per vertical foot and increases the contract total amount by \$7,650.00.
- 4) Bid Item No. 8.D. – Increase proposed quantity from 110 vertical feet to 478 vertical feet. The proposed change is a per unit price of \$350.00 per vertical foot and increases the contract total amount by \$128,800.00.
- 5) Bid Item No. 8.E. – Increase proposed quantity from 120 vertical feet to 387 vertical feet. The proposed change is a per unit price of \$250.00 per vertical foot and increases the contract total amount by \$66,750.00.
- 6) Bid Item No. 8.F. – Increase proposed quantity from 90 vertical feet to 191 vertical feet. The proposed change is a per unit price of \$430.00 per vertical foot and increases the contract total amount by \$43,430.00.

The six (6) items listed above result in an overall contract total increase of \$256,605.00.



Justification:

- 1) Water Well No. 8 Phase II's construction calls for three (3) twin 6-inch PVC culverts to be installed beneath Phase I's proposed 16-inch permeable pavers driveway. Installing these twin culverts during Phase I of construction will eliminate the need to remove and replace portions of the new driveway during Phase II of construction.
- 2) Additional clearing and grubbing was required in order for the Contractor to properly mobilize and stage their drilling rig equipment.
- 3-6) The changes to the proposed Bid Item quantities are due to the well's geophysical logs and approved material setting quantities. If the well is constructed with the recommended screen intervals, the well's minimum production requirements should be met or exceeded.

Current CONTRACT PRICE: \$ 2,899,500.00

Current CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 256,605.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 3,156,105.00

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by Zero (0) calendar days.

The date for completion of all WORK will be November 30, 2023

Recommended By:  6/30/23
ENGINEER DATE

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS
TBPELS REGISTRATION NO. F21783

Accepted By:  06/30/23
CONTRACTOR DATE

Authorized By: _____
OWNER DATE



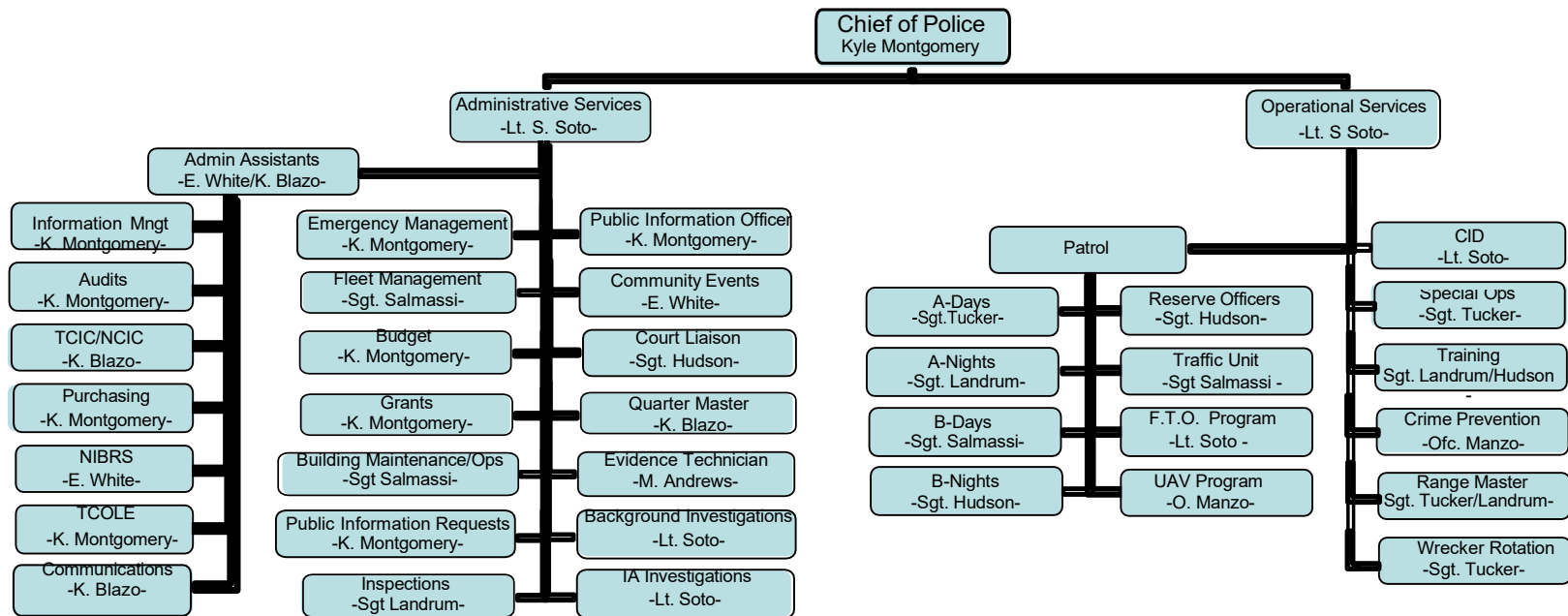
DEPARTMENT REPORT

June 2023

Prepared by:
Kyle Montgomery
Chief of Police

ADMINISTRATIVE

Organizational Chart



PATROL

CALL BREAKDOWN

	May	June	Monthly Change
EMERGENCY	23	17	-6
NON-EMERGENCY	321	300	-21

CALLS FOR SERVICE

	May	June	Monthly Change	2023
Total Calls for Service	344	317	-27	1,735

*The total calls for service include all priorities, event entries, and officer-initiated calls.

OFFENSE REPORTS

	May	June	Monthly Change
Report Totals	64	58	-4

RESIDENTIAL PATROLS

	Windmill Estates	Magnolia Ridge	Dogwood Patches	Mustang Ridge	Timber Hollow	Total
May	128	143	154	131	144	700
June	131	136	143	118	143	671

CALL TOTALS

OFFENSES	May	June	MONTHLY CHANGE
Burglary of a Vehicle	0	0	-
Burglary of a Building	0	0	-
Burglary of a Habitation	0	2	+2
Theft	5	6	+1
Fraud/Forgery	2	2	-
Criminal Mischief	1	0	-1
Robbery	0	1	+1
Assault/Family Violence	2	2	-
Death Investigation	0	1	+1
Sexual Assault	0	0	-
Motor Vehicle Crash	20	15	-5
Alarms	23	28	+5
Medical calls	19	15	-4
Welfare Checks	19	17	-2
Disturbances	6	6	-
Assist Outside Agency	9	8	-1
Narcotics	9	13	+4
DWI	15	8	-7

CRIMINAL ARRESTS

	May	June	MONTHLY CHANGE
TOTAL ARRESTS	34	32	-2
NARCOTICS	9	13	+4
DWI	15	8	-7

TRAFFIC CONTACTS BY RACE

	Asian/ Pacific	Black	Hispanic	Alaskan/ Indian	White
May	19	76	236	3	586
June	13	65	225	3	610
Change	-6	-11	-11	-	+24

TRAFFIC CRASHES

	May	June	MONTHLY CHANGE
Fatal	0	0	-
Injury	1	0	-1
Non-Injury	19	15	-4

TRAFFIC ENFORCEMENT

	May	June	MONTHLY CHANGE
FM 1488	571	534	-37
FM 1774	214	187	-27
Magnolia Blvd	349	350	+1
Buddy Riley	119	130	+11
Nichols Sawmill	38	38	-
Total Violations	1,291	1,202	-89

COMMERCIAL PATROLS

	May	June	MONTHLY CHANGE
Business Checks	903	902	-1
Business Contacts	43	23	-20
Totals	946	925	-21

CRIMINAL INVESTIGATIONS

	May	June	MONTHLY CHANGE
Assault	1	1	-
Sexual Assault	0	0	-
Robbery	1	1	-
Death	0	0	-
Persons Crime Totals	2	2	-
Burglary-Building	0	0	-
Burglary-Vehicle	0	0	-
Burglary-Habitation	0	0	-
Theft	3	3	-
Hit and Run Crashes	0	0	-
Financial Crime	0	1	+1
Criminal Mischief	0	0	-
Property Crime Totals	3	4	+1
Arrests/Warrants	3	3	-

	2023
Total Cases	36
Cleared	14
Clearance Rate	38%

Call Type Report

MAGNOLIA POLICE DEPARTMENT

From: 06/01/2023

To: 06/30/2023

Call Type Description	Number of Calls
K9 training	1
Medical Call	15
Motorist Assist	2
MVA-Minor	15
Noise Disturbance	3
Residential Patrol-Dogwood Patches	143
Residential Patrol-Magnolia Ridge	136
Residential patrol-Mustang Ridge	118
Residential Patrol-Timber Hollow	143
Residential Patrol-Windmill Estates	131
Routine Patrol	107
SELECT	7
Suspicious Person	8
Suspicious Vehicle	1
Theft-Felony	3
Theft-Misd	3
Threat	1
Towed Vehicle	3
Traffic Hazard	5
Training	1
Unity Park Patrol	28
Vacation Watch	5
Vehicle Maintenance	1
WARRANT SERVICE	1
Welfare Check	17

Call Type Report

MAGNOLIA POLICE DEPARTMENT

From: 06/01/2023

To: 06/30/2023

Call Type Description	Number of Calls
911 Hang up	1
Administration	11
Alarm	28
Animal Control	2
Arrest-Class A	3
Arrest-Class B	4
Arrest-Class C	1
Arrest-Felony	9
Arrest-Warrant	4
Assault-Family Violence	2
Assist Magnolia PD	56
Assist Outside Agency	8
ATL/BOLO	7
Building Check	3
Burglary-Habitation	2
Business Check	902
Business Contact	23
City Business	2
Commercial Patrol	1
Criminal Trespass	2
Disturbance in Progress	5
Disturbance Past	1
DOA	1
Fraud	2
Harassment	3
Information	32
K9 narcotics deployment	6

<u>Offense</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sep.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Total</u>
POSS CS PG 2< 1G	2	1	1	1	0	5	0	0	0	0	0	0	10
POSS CS PG1/1B <1G DFZ IAT 481.115	1	0	0	0	0	0	0	0	0	0	0	0	1
POSS MARIJ <2OZ	3	3	5	1	1	2	0	0	0	0	0	0	15
POSS MARIJ >4OZ<=5LBS	1	1	0	1	0	0	0	0	0	0	0	0	3
PROH WEAPON	1	0	0	0	0	0	0	0	0	0	0	0	1
PUBLIC INTOXICATION	0	1	0	0	0	1	0	0	0	0	0	0	2
PURCHASE FURNISH ALCOHOL TO A MINOR	0	0	0	1	0	0	0	0	0	0	0	0	1
RESIST ARREST SEARCH OR TRANSPORT	0	0	1	0	0	1	0	0	0	0	0	0	2
SEX OFFENDERS DUTY TO REGISTER LIFE/90 DAY	1	0	0	0	0	0	0	0	0	0	0	0	1
TAMPER FABRICATE PHYSICAL EVID W/INTENT TO IMPAIR	0	1	0	0	0	0	0	0	0	0	0	0	1
TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR	0	0	0	0	0	1	0	0	0	0	0	0	1
THEFT OF MATERIAL ALUM/BRNZ/COPPER/BRASS <\$30K	4	0	0	0	0	0	0	0	0	0	0	0	4
UNL CARRYING WEAPON	1	0	2	0	5	4	0	0	0	0	0	0	12
UNL POSS FIREARM BY FELON	0	0	0	0	1	1	0	0	0	0	0	0	2
Total	44	33	30	24	34	32	0	0	0	0	0	0	197

2023 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	277	367	504	82	38	50	4	0	0	6
February	282	350	435	74	85	55	3	0	0	7
March	326	452	485	17	79	45	2	0	0	7
April	326	424	575	75	51	35	3	1	0	25
May	314	428	609	0	66	64	2	0	0	6
June	267	352	664	199	56	23	0	0	0	0
July										
August										
September										
October										
November										
December										
TOTAL	1,762	2,373	3,272	447	375	272	14	1	0	51
Completed By: Frances Suarez										

FY 2023 MAGNOLIA MUNICIPAL COURT COLLECTIONS REPORT

MONTH	CITATIONS PAID THROUGH TRAFFIC PAYMENT.COM	CITATIONS PAID IN OFFICE OR THROUGH THE MAIL	TOTAL COURT COLLECTIONS
OCT.2022	23,274.55	17,855.25	41,129.80
Nov.2022	19,180.72	10,980.89	30,161.61
DEC.2022	28,022.55	17,011.03	45,033.58
JAN.2023	30,894.61	25,438.27	56,332.88
FEB.2023	36,438.45	22,882.45	59,320.95
MAR.2023	42,773.69	34,185.45	76,959.14
APR. 2023	35,417.97	28,990.05	64,408.02
MAY 2023	39,020.56	30,638.98	69,659.54
JUN. 2023	40,486.23	25,138.55	65,624.78
JUL. 2023			
AUG. 2023			
SEPT. 2023			
TOTAL:	295,513.33	213,120.92	508,820.02
	BY: FRANCES SUAREZ		

MAGNOLIA, TX 77354 MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of May 31, 2023



Linebarger Goggan Blair & Sampson, LLP

**PROPRIETARY AND CONFIDENTIAL
INFORMATION**

Linebarger Goggan Blair & Sampson, LLP considers the information contained in this report to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

Collections & Activity Summary

Collection Disposition Summary - May 2023	
Citations Assigned	69
Amount Assigned	\$29,875
Citations Collected	25
Amount Collected	\$6,609
Citations Cancelled	7
Amount Cancelled	\$2,921
Citations Resolved	32
Amount Resolved	\$9,530

Collection Disposition Summary - Contract to Date	
Citations Assigned	3,214
Amount Assigned	\$1,362,099
Citations Adjusted	99
Amount Adjusted	(\$18,100)
Citations Collected	147
Amount Collected	\$45,924
Citations Cancelled	31
Amount Cancelled	\$8,733
Citations Resolved	178
Amount Resolved	\$54,657
Dollar Resolution Rate	5.3%

Collection Activity - May 2023		
Letters		106
Address/Phone Updated		101
Phone Activity	Inbound	18
	Outbound	392

Collection Activity - Contract to Date		
Letters		3,184
Address/Phone Updated		677
Phone Activity	Inbound	87
	Outbound	793

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	3,038	\$1,281,569
ATT - Attorney Contact Only	16	\$6,051
INC - Incarcerated	4	\$1,370
PRM - Promise Payment	1	\$353
Total	3,059	\$1,289,342

Monthly Collection Activity Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2023	May	106	101	18	392	\$6,609
	April	649	108	12	93	\$9,646
	March	53	86	9	18	\$8,730
	February	862	18	16	140	\$12,963
	January	15	66	1	16	\$0
2022	December	729	63	23	24	\$0
	November	0	15	0	8	\$4,467
	October	31	77	2	14	\$3,509
	September	739	27	6	88	\$0
	August	0	116	0	0	\$0
Total*		3,184	677	87	793	\$45,924

***Total Amounts noted represent the last 24 months & not contract to date.**

Portfolio Analysis Outstanding Placements

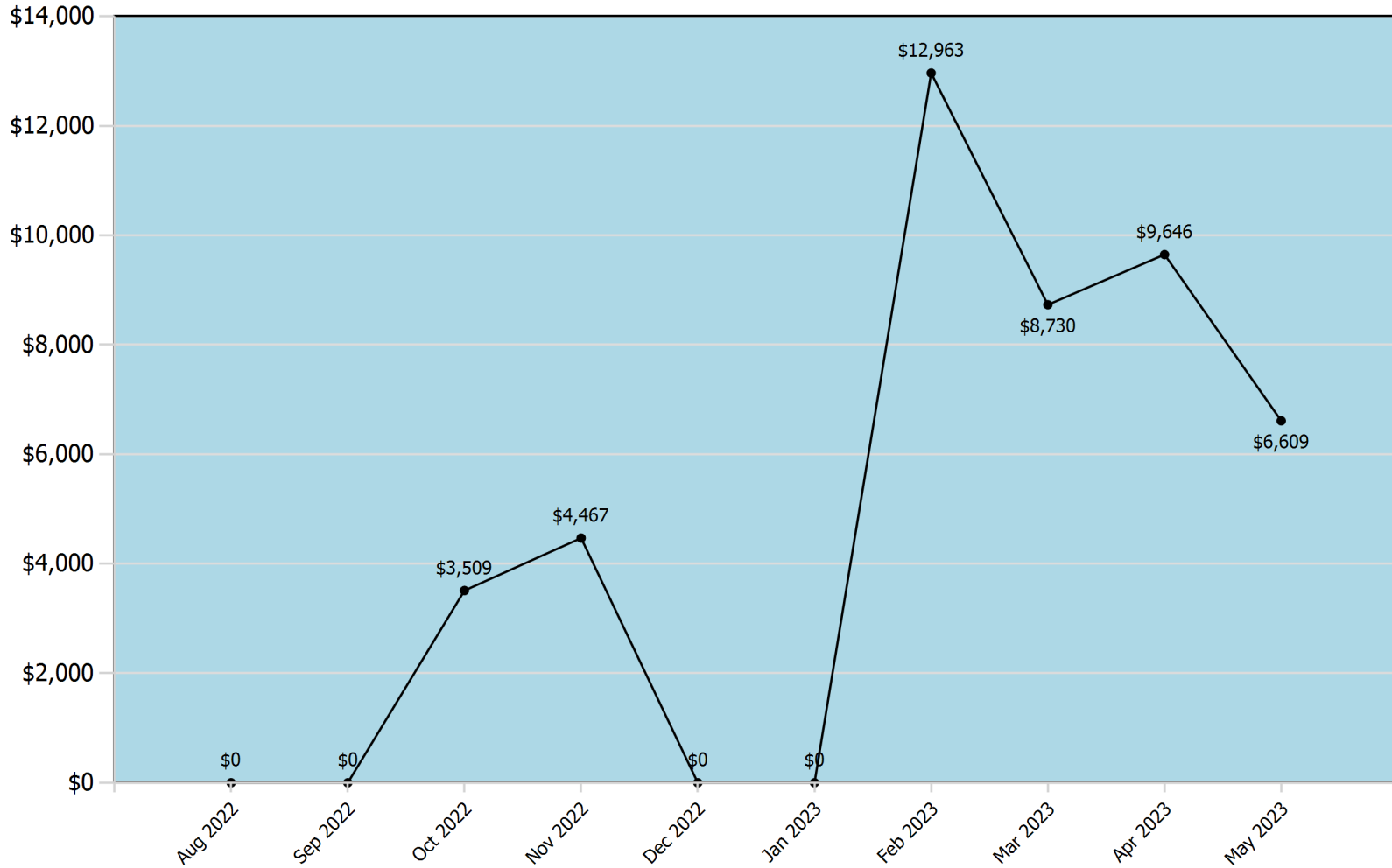
	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	3,059	\$1,289,342.39	100.00%	100.00%	\$421.49
ADDRESSES					
No Mailing Address	1	\$429.00	0.03%	0.03%	\$429.00
Returned Mail	468	\$195,355.42	15.30%	15.15%	\$417.43
Good Address	2,590	\$1,093,557.97	84.67%	84.82%	\$422.22
OFFENSE AGE					
One Year or Less	130	\$56,675.20	4.25%	4.40%	\$435.96
1-2 Years	596	\$247,486.82	19.48%	19.19%	\$415.25
2-3 Years	502	\$218,507.58	16.41%	16.95%	\$435.27
+3 Years	1,831	\$766,672.79	59.86%	59.46%	\$418.72
PLACEMENT AGE					
One Year or Less	3,059	\$1,289,342.39	100.00%	100.00%	\$421.49
1-2 Years	0	\$0.00	0.00%	0.00%	\$0.00
2-3 Years	0	\$0.00	0.00%	0.00%	\$0.00
+3 Years	0	\$0.00	0.00%	0.00%	\$0.00

Offense Age of Placements Last 13 Months

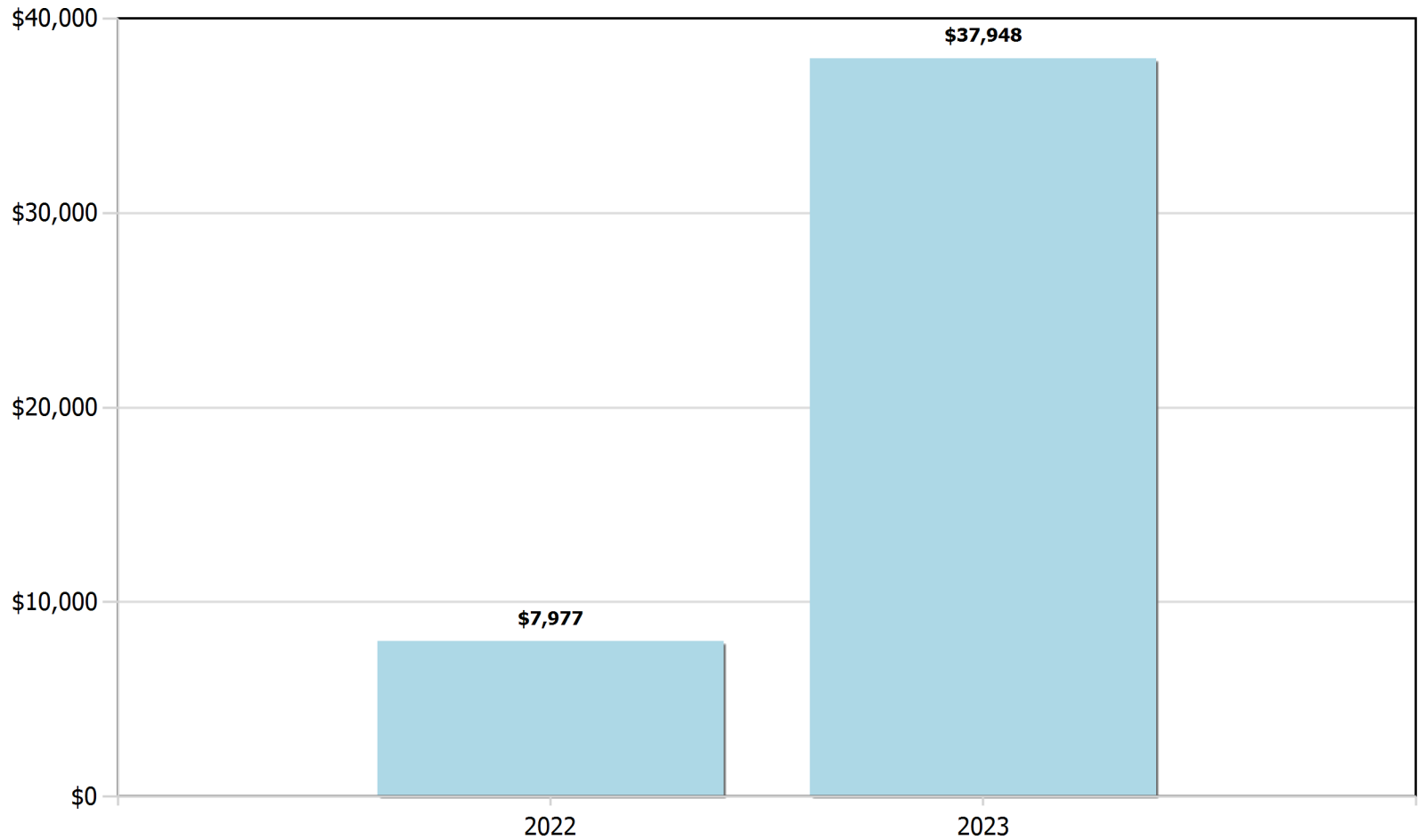
	2016 & PRIOR	2017	2018	2019	2020	2021	2022	2023	Total Placements
May 2023	3	4	-	-	-	-	62	-	69
	4.35%	5.80%					89.86%		
April 2023	-	-	-	-	-	-	-	-	0
March 2023	1	-	-	-	4	13	51	-	69
	1.45%				5.80%	18.84%	73.91%		
February 2023	2	1	-	3	4	8	43	-	61
	3.28%	1.64%		4.92%	6.56%	13.11%	70.49%		
January 2023	106	423	681	216	-	-	-	-	1,426
	7.43%	29.66%	47.76%	15.15%					
December 2022	10	5	21	10	13	19	106	-	184
	5.43%	2.72%	11.41%	5.43%	7.07%	10.33%	57.61%		
November 2022	-	-	-	-	-	-	-	-	0
October 2022	1	2	2	1	2	7	32	-	47
	2.13%	4.26%	4.26%	2.13%	4.26%	14.89%	68.09%		
September 2022	6	-	2	6	8	14	95	-	131
	4.58%		1.53%	4.58%	6.11%	10.69%	72.52%		
August 2022	62	30	56	108	458	459	54	-	1,227
	5.05%	2.44%	4.56%	8.80%	37.33%	37.41%	4.40%		

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2023 Summary	May	69	\$29,875	\$0	\$0	\$29,875	\$0	0.00%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	69	\$29,624	\$0	(\$245)	\$29,379	\$2,186	7.44%
	February	61	\$26,090	\$459	(\$371)	\$25,261	\$271	1.07%
	January	1,426	\$610,920	\$5,039	(\$5,607)	\$600,273	\$12,157	2.03%
		1,625	\$696,510	\$5,498	(\$6,224)	\$684,788	\$14,613	2.13%
2022 Summary	December	184	\$75,271	\$368	(\$95)	\$74,808	\$3,778	5.05%
	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	47	\$20,660	\$0	(\$149)	\$20,511	\$1,376	6.71%
	September	131	\$55,075	\$1,342	(\$1,614)	\$52,119	\$3,053	5.86%
	August	1,227	\$514,584	\$1,525	(\$10,018)	\$503,041	\$23,104	4.59%
		1,589	\$665,590	\$3,235	(\$11,876)	\$650,479	\$31,311	4.81%

Monthly Collections Last 18 Months

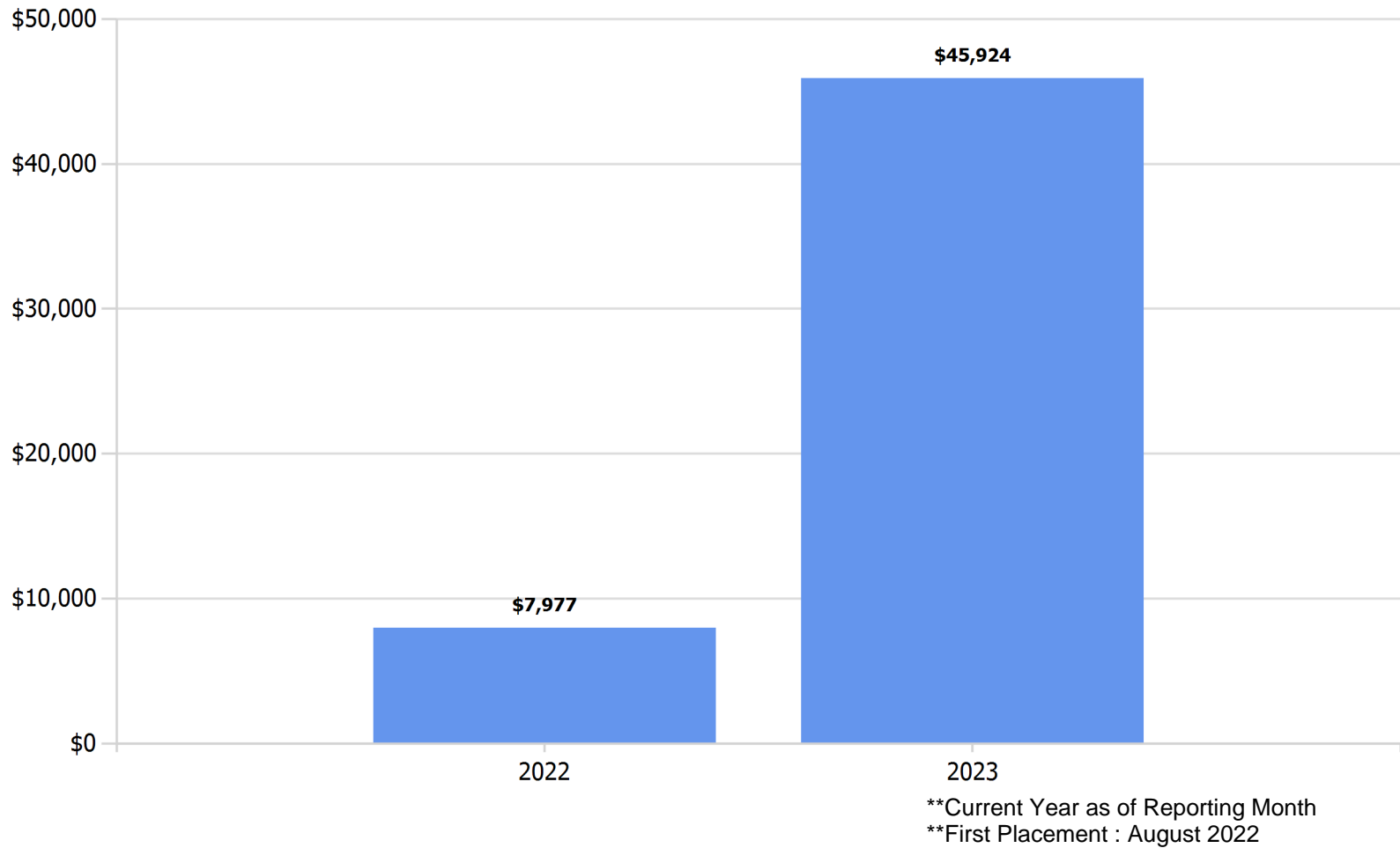


Delinquent Court Fees & Fines Annual Collections Last 6 Years



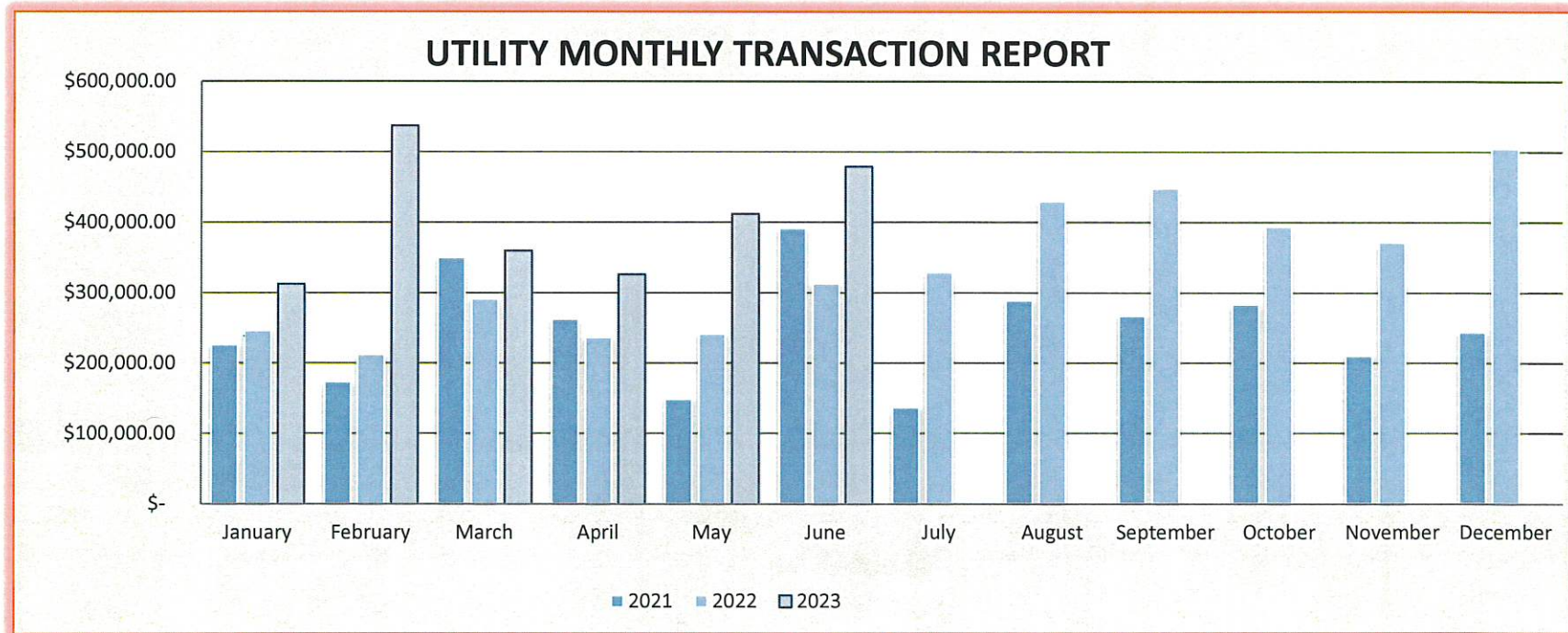
***Current Year as of Reporting Month
***First Placement : August 2022

Delinquent Fees & Fines Cumulative Collections



UTILITY MONTHLY TRANSACTION REPORT (does not include draft pmts)

Month	Payment Count	Amount	Month	Payment Count	Amount	% INCREASE
January-22	1433	\$ 246,376.57	January-23	2064	\$ 312,351.20	26.78%
February-22	1434	\$ 211,985.98	February-23	2223	\$ 537,138.57	153.38%
March-22	1722	\$ 290,923.49	March-23	2399	\$ 359,496.69	23.57%
April-22	1599	\$ 236,466.73	April-23	2162	\$ 325,869.78	37.81%
May-22	1601	\$ 241,277.44	May-23	2327	\$ 411,726.89	70.64%
June-22	1742	\$ 312,687.47	June-23	1992	\$ 479,125.36	53.23%
July-22	1849	\$ 328,967.56	July-23			-100.00%
August-22	1985	\$ 429,740.87	August-23			-100.00%
September-22	2059	\$ 448,301.48	September-23			-100.00%
October-22	2169	\$ 393,764.08	October-23			-100.00%
November-22	2070	\$ 371,611.87	November-23			-100.00%
December-22	2243	\$ 504,803.99	December-23			-100.00%
AVG	1826	\$ 334,742.29	AVG	2195	\$ 404,284.75	20.77%



City of Magnolia

Public Works Report

Jun-23

# Worked/Completed			
AFTER HOURS CALLS		12	
Water leaks	10		
Water taps	0		
Sewer leaks	5		
Sewer taps	0		
Description		# Worked/Completed	
Hydrants/Blow-offs done		6	
Lift station CALLED IN REPAIRS	3		
Lift Station repairs by PW	0		
Street signs	2		
Street patching	3		
Turn Off's/Turn On's	55	53	
Mowed	see	tracker	NONE
Work orders completed	165		
Shop work Description			
PD Vehicle repairs Svenni	5		
PD Oil changes Svenni	2		
PW Vehicle Work Orders	3		
PW Vehicle Oil changes	2		
TOTAL	12		
	<i>This year</i>	<i>Last Year</i>	
	Jun-23	Jun-22	Difference
Gallons pumped well#1	3,286.000	6,600.000	-3,314.000
Gallons pumped well#2	2,771.000	1,393.000	1,378.000
Gallons pumped well#3	33,253.000	34,485.000	-1,232.000
Total for the month for all 3	39,310.000	42,478.000	-3,168.000
Sewer plants inspected 7 days a week by law			
	<i>Current yr.</i>	<i>Last yr.</i>	
	Jun-23	Jun-22	Difference
Treated gallons pumped plant#1	23,145.000	6,225.000	16,920.000

City Administrator's Report for July 11, 2023

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:

06/15 Attended P & Z meeting

06/20 Attended AEI Engineering Teams meeting for review of projects

06/20 Attend meeting with Local Developer

06/20 Attended UDC Review Committee Meeting

06/21 Teleconference for unemployment hearing for a former employee

06/21 Teleconference with City Engineers and City Attorney concerning Lone Star Groundwater Conservation District issues.

06/22 Attended Chamber of Commerce meeting.

06/22 Attended Pre-Bid meeting for Kelly Water Plant

06/23 Met with Well Drilling Contractor

06/26 Met with Area City Administrators/Managers

06/26 Teleconference with City Engineers, City Attorney and Lone Star Groundwater Conservation District Representatives

06/29 Met with City Engineer and others

06/29 Attended Bid Opening for Kelly Water Plant

06/30 Met with Local Medical Services Provider

I have attached a 2 - page Financial Summary

Don Doering



CITY OF MAGNOLIA

ENGINEERING REPORT

JULY 11, 2023

1. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN DESIGN

A. Water Plant No. 3 (Guillemont Water Plant)

Phase II (GST, MCC Building, Generator, Detention, Site)

The contract was awarded to R&B Group, Inc. at the June Council meeting. We have verified bonds and insurance and the contract is ready for construction. We present Work Order No. 23-004 to perform construction management services on the project.

For action: Consideration and possible action to authorize Baxter & Woodman, Inc. Work Order No. 23-004 for construction management services of Water Plant No. 3 Phase II at an amount not-to-exceed \$255,241.00.

Water Plant No. 3 Phase III Design (EST, Second Onsite Water Well)

Water Plant No. 3 Phase III design includes a water well in the Evangeline Aquifer and a 500,000-gallon composite elevated storage tank (EST).

The hydrogeologic subconsultant is underway with their report. The proposed well will be pumping from the Evangeline Aquifer. The proposed well will not meet the Lone Star Groundwater Conservation District (LSGCD) spacing requirements from other nearby wells in the Chicot Aquifer. We will work with the hydrogeologic subconsultant to request an exception with the LSGCD from this spacing rule.

The proposed well location's 150-foot sanitary control radius extends outside of City limits. We are coordinating with the City Attorney to determine if the existing sanitary control ordinance is adequate or if sanitary control easements are necessary.

The project is scheduled to be advertised and bid at the end of this year, with construction commencing at the beginning of next year.

B. Ground Storage Tank (GST) and Hydropneumatic Tank (HPT) Addition at Water Plant No. 2 (Kelly Road Water Plant)

The bid opening was held on June 29, 2023. The low bidder was ALLCO, LLC with a Base Bid amount of \$1,790,950.00 and a Base Bid Plus Alternate No. 6 in the amount of \$1,660,950.00. Alternate No. 6 is to install the 10,000-gallon HPT provided from the Water Plant No. 3 Phase I project in lieu of providing and installing a new 15,000-gallon HPT. The engineer's opinion of probable construction cost was \$1,864,000.00. The Engineer's Review of Bids for Award of Contract and bid tab are **attached**.

For action: Consideration and possible action to award construction contract for Ground Storage Tank and Hydropneumatic Tank Addition at Kelly Road Water Plant.

C. Sagebrush (Dogwood Patches) Sanitary Sewer Rehabilitation (CDBG Funding)

We are underway with the revisions to the project packet. Once revised, we will send them to Grantworks.

We anticipate advertisement and bidding this fall.

D. Amarillo Drive Replacement and Smith Road Repairs

Design is underway and about 30% complete with the pavement replacement of Amarillo Drive and the widening of Smith Road. Amarillo Drive will be removed and replaced with asphalt pavement. Initial design indicates Smith Road is currently 14-feet wide but can be widened to 18-feet. The project is scheduled to advertise this fall, with construction commencing at the beginning of next year.

E. Metered Interconnects with Montgomery County MUD No. 131 (Audubon)

The City authorized design for installation of four (4) water meters at the Audubon connections to the City's water distribution system. We received plans from Audubon and there are five (5) connections to the City's system. It is our understanding the City Attorney and City Staff are reviewing the possibility of an ordinance to require developers install and pay for interconnect meters between their public water system and the City's public water system.

The topographic survey is complete, and the project is on hold. We await further direction from City Staff before proceeding.

F. Melton Street Sanitary Sewer System

As noted in the previous months, the Melton Street sanitary sewer system experiences issues after a heavy rain. We additionally noted that the sanitary sewer lines are generally in moderate to good condition. The rim elevations of the sanitary sewer manholes seem to be too low and may allow for inflow. At least one sanitary sewer manhole top was disconnected from the manhole structure, being a main source of inflow. The immediate recommendation is to repair the two manholes with broken tops. The long-term recommendation is to raise the manhole rims to ensure they are all 4-6 inches above grade, rehabilitate the manholes with a cementitious liner, seal and vent the manhole covers, provide flood resistant doors on the sanitary sewer lift station, and rehabilitate the sanitary sewer lines by cured in place plastic pipe (CIPP) liner. No action has taken place on this line. We have turned this over to the new City Engineer.

2. WATER PLANT NO. 3 TEMPORARY FACILITIES

Water Well No. 7 was placed online June 28, 2023, and will be run for two weeks prior to removing the temporary facilities. It had been noted that the hydropneumatic tank (HPT) is full of water. The hydro-pneumatic tank must have an appropriate amount of air to operate properly and to allow the temporary system and the new well to operate properly. We were notified that operations added an appropriate amount of air to the tank.

3. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN CONSTRUCTION

A. Water Well No. 8 at Water Plant No. 2 (Kelly Road Water Plant)

Contractor: Weisinger, Inc.; Site Subcontractor: Long & Son, Inc.

Contract Time / Completion Date: 290 calendar days / November 30, 2023

Contract Amount: \$2,899,500.00

The screens, blank liner, and gravel pack have been installed. The test pump was scheduled to go in the hole the first week of July. It is our understanding that test pumping will begin the second week of July. The test pumping will identify the total ultimate capacity of the well.

During well drilling, it was determined the sands could produce more than 500 gpm in the future. The well will be constructed deeper, and the quantities for reaming, underreaming, screens, and blank liner will be increased. This will allow a potential future pump upsize. Additionally, storm sewer culverts will be added under the extended driveway in advance of the drainage system being installed for the Kelly Road Water Plant GST and HPT addition.

For action: Consideration and possible action to authorize Change Order No. 8 in the amount of \$256,605.00 for a total increased contract cost of \$3,156,105.00.

Weisinger, Inc. has submitted Pay Estimate No. 4 for \$395,712.00 (**attached**). This amount represents partial payment for underreaming the pilot hole 478 vertical feet below the 20-inch conductor casing, installation of 387 vertical feet of 14-inch steel blank production casing, 191 vertical feet of 14-inch screens, gravel pack, disinfection, and development of the well.



Welding of screen and blank liner



Rig and equipment

B. Water Plant No. 3 (Guillemont Water Plant)

Phase I (Water Well No. 7)

Contractor: R & B Group, Inc.; Drilling Subcontractor: Weisinger, Inc.

Contract Time / Completion Date: 270 calendar days / June 30, 2023

Contract Amount: \$3,281,100.00

The well had three passing bacteriological tests and was put online June 28, 2023.

11450 Compaq Center Drive, Suite 660 Houston, Texas 77070 • (281) 350-7027

**CITY OF MAGNOLIA
ENGINEERING REPORT**

JULY 11, 2023

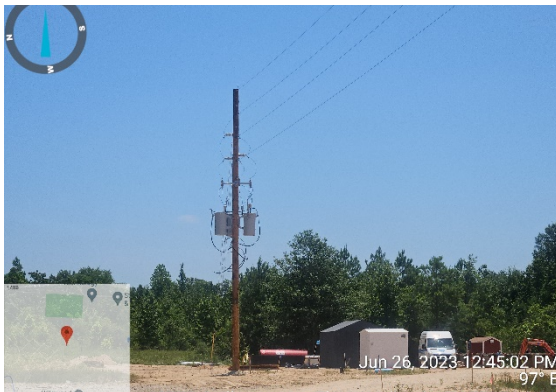
PAGE 4 OF 8

The proposed 10,000-gallon HPT was delivered to the Kelly Road Water Plant site. City Staff opted to use the 20,000-gallon HPT at the site that was provided by others and delivered to the site in May. City Staff is working to make sure the 20,000-gallon HPT and associated foundations are acceptable.

We are underway with a submittal package to the TCEQ for approval of orthophosphate at this water well for corrosion prevention in the distribution system.

R&B Group, Inc. has submitted Pay Estimate No. 6 for \$237,554.97 **(attached)**. This amount represents partial payment for installation of water well discharge piping, 8-inch electromagnetic flow meter, concrete splash box, yard piping, disinfection of well, phosphate and bleach building electrical rough in, underground duct bank, and work per Change Order No. 2.

CenterPoint has installed a couple power poles and a transformer. We have requested a schedule from CenterPoint of when the electrical meter will be set.



Power pole and transformer



Chemical and electrical buildings



Water well and discharge piping



VFD

C. FM 1488 Force Main Construction and Water Line Relocation

D. L. Glover, Inc. has completed addressing the deficiency list items and the project is complete.

D.L. Glover has submitted Pay Estimate No. 12 and Final for \$125,927.25. However, we are working on a few items that need to be corrected.

D. Nichols Sawmill WWTP Expansion

ALLCO, LLC is approximately 98% complete with the project. A fourth SCADA startup was held on June 29, 2023, with the project integrator, BLTI. We continue to push the general contractor and the integrator to get this project completed.

We evaluated Plant No. 2 (South Plant) and have determined the needed repairs. We have provided those to Allco and are waiting on their schedule to complete this work. The floor will need steel plate patches and the interior will be coated with a 100% solids epoxy. NTS will be pulling the Plant No. 2 clarifier drive to perform minor repairs this week. We provided a scope of the coating work necessary. The Contractor has scheduled a coating contractor to price out the coating work.

4. FUTURE CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS

A. Future Water Plant Sites

Funding

B&W was asked to reach out to GrantWorks, Inc. to determine funding options for future water plants. GrantWorks, Inc. provided two options through the Texas Water Development Board (TWDB): the Rural Water Assistance Fund (RAWF) and the Drinking Water State Revolving Fund (DWSRF). Information has been forwarded to City Staff.

Water Plant No. 4 (Magnolia East Water Plant, Magnolia East Municipal Utility District)

The plans were provided to us, and plan review letters were sent to the City and the design engineer, LJA Engineering. The plans are undergoing revision. Escrow has been released, and the plans have been sent for agency review. They are waiting on the hydrogeologic report for the LSGCD permit.

B. Future Wastewater Treatment Plant

There is no additional information this reporting period.

C. WWTP Expansion to 2.00 MGD (TWDB State Revolving Funds)

The application is for a \$10,350,000 loan and TWDB had advertised up to 70% forgiveness, or \$7,245,000 forgiveness. However, TWDB will allow for only \$1,000,000 in forgiveness for this project. City Staff is coordinating with the TWDB to determine a plan to proceed.

At this point in time, connection projections indicate design needs to begin on the WWTP Expansion to 2.0 MGD in order to meet future demands. Assuming no delays, the shortest timeframe from authorization to construction completion is three (3) years.

5. EVALUATION OF EXISTING 0.30 MGD PLANT (TREATMENT UNIT 1; NORTH PLANT)

We completed a site visit on June 30 and are underway with the evaluation report. Our preliminary findings indicate Treatment Unit 1 will require significant repairs to place it back online.

The flows at the WWTP expansion are nearing permit capacity of the new plant. Treatment Unit 2 will be rehabilitated and put back online as part of the current WWTP Expansion to 1.30 MGD construction project.

6. REGULATORY COMPLIANCE PROJECTS

A. Emergency Preparedness Plan (EPP) and Critical Load Coordination

The TCEQ approved the EPP on March 30, 2023. We have distributed the EPP as required by TCEQ. This item is complete and will be removed on the next engineering report.

B. Sanitary Sewer Overflow (SSO) Initiative

SSO Initiative Plan

The report was submitted to the TCEQ on January 31, 2022. In June, the TCEQ indicated they expect to schedule a call soon to discuss any potential revisions.

C. Lone Star Groundwater Conservation District (LSGCD) Permit

The City is on track to exceed the current LSGCD permit, so we are working to amend the permit to remain in compliance. At the direction of City Staff, we are overestimating anticipated pumpage in a plan to avoid future violations.

7. PLANNING PROJECTS

A. Master Thoroughfare Plan

The second open house was held on May 25, 2023. Baxter & Woodman and the new City of Magnolia City Engineer are attending an in-person meeting with Montgomery County Precinct 2 Commissioner Charlie Riley July 13. The intention is to introduce the City Engineer, share the comments received from the public for the duration of the project, to present the recommendations proposed in the draft report, and discuss funding partnerships. The draft report is 95% complete and can be reviewed by the City Engineer as early as July of this year.

B. City Limits, ETJ, and Zoning Map

The updated city limits and extraterritorial jurisdiction layers have been provided to the City of Magnolia with the references to the fully executed annexation ordinances, and these layers are in the process of being added to the ArcGIS Online maps. The proposed zoning layer changes, as drafted in Chapter 2 Zoning and Land Uses of the Unified Development Code, have been drawn and are awaiting approval from the Planning and Zoning Commission and City Council in the upcoming fall workshop. Once approved, they can be added to the online map.

Currently, the City's CCN does not cover the entire City boundary. The City should consider updating CCN to cover the City limits.

C. Unified Development Code (UDC)

The Unified Development Code taskforce was sent the zoning map for review April 3, 2023, since this map is part of the process to update the Unified Development Code. The taskforce meetings are anticipated for completion by the end of July, as Chapters 10-14 are proposed for review at the final meeting. The final markups of Chapters 1- 9 have been reviewed and shared with the taskforce and City Engineer via a OneDrive link. Once the taskforce and City Engineer finalize their comments in August, the report and zoning map are anticipated for a workshop this fall with the Planning and Zoning Commission and City Council meeting. If the zoning map and code are approved, they are effective immediately and will need to be incorporated into the City's online software by Staff.

8. FUNDING FOR PROJECTS

A. TWDB State Revolving Funds (SRF) for 0.75 MGD Wastewater Treatment Plant Expansion

This item is reported on under Item 4.C. WWTP Expansion to 2.00 MGD.

B. American Rescue Plan Act of 2021 (ARPA) Funding

B&W provided project costs and descriptions to GrantWorks, Inc. for the Elm Street Water Plant 212,000-Gallon GST rehabilitation and 100,000-Gallon EST rehabilitation and the Kelly Road Water Plant 200,000-Gallon GST rehabilitation. It is recommended to wait until Water Plant No. 3 (Guillemont) Phase II comes online as well as the Water Plant No. 2 (Kelly Road) new GST is constructed before taking GSTs and ESTs offline for these rehabilitations. Therefore, the projects are tentatively scheduled for construction commencing January 2025. ARPA funds must be spent by December 31, 2026.

9. DEVELOPMENT AND PLAN REVIEWS

A. Connection Allocation

Connection allocations were determined at the May 9, 2023, City Council meeting, and a letter was sent May 11, 2023, to all development contacts. City Staff will be notifying developers when connections become available again.

B. Current and Proposed Development

Attached is a spreadsheet of the status of plan reviews completed and in progress.

C. Development Acceptance

We have prepared a draft spreadsheet with the status of developments prior to acceptance, **attached**. We are also underway with a road log.

10. GENERAL ITEMS

- B&W is continuing to work on GIS updates to the City's GIS system. We are underway with adding utilities from the following developments:
 - Mill Creek: The water and sanitary have been added, and we are underway with adding the storm sewer.
 - Escondido: Water lines are in the system, and we are working on water valves, fire hydrants, sanitary sewer, and storm sewer.
 - Glen Oaks and Grand Oaks: We received the overall utility map from Grand Oaks MUD, along with several sets of construction plans. We will add the water, sanitary, and storm sewer for both subdivisions in the coming weeks.
 - Audubon: We have received plans for Audubon Creekside North Sections 1 and 4 and Audubon Creekside South Sections 1 and 4.
 - Timber Hollow: We have requested the GIS files for Timber Hollow from LJA.
 - City Limits: We will update the City limits in the GIS system based on the map that was produced and provided to the City on March 29, 2023.

Michael A. Kurzy, P.E.

Executive Vice President

Baxter & Woodman, Inc.

TBPELS Registration No. F-21783

Attachments

Subdivision: Section:	Timber Hollow		Heritage Green
	1	2	
Inspection Submittal			
City of Magnolia and Engineer's letters of Approval	✓	✓	✓
Manhole Vacuum Test Reports	✓	✓	
Bacteriological Test Reports	✓	✓	✓
Water Line Test Reports	✓	✓	
Sanitary Line Pressure Reports	✓	✓	
Mandrel Test Reports	✓	✓	
Developer Certification Letter to Magnolia City	✓	✓	
Engineer's Certificate of Completion (WSD)	✓	✓	
Punch List			
Punch List Completed	✓	✓	
Acceptance Submittal			
Engineers Completion Certificates for W,S,&D	✓	✓	
Maintenance Bonds for W,S,&D	✓	✓	
Affidavit of Bill Paid for W,S,&D	✓	✓	
Consent Surety for W,S,&D	✓	✓	
Testing Lab Affidavit for W,S,&D	✓	✓	
Final Pay Estimate - W,S,&D	✓	✓	
Engineers Completion Certificates for Paving	✓	✓	
Maintenance Bonds for Paving	✓	✓	
Affidavit of Bills Paid for Paving	✓	✓	
Consent Surety for Paving	✓	✓	
Testing Lab Affidavit for Paving	✓	✓	
Final Pay Estimate - Paving	✓	✓	
As-Built Drawings	✓	✓	✓
Final Plat	✓	✓	✓
Document			
Water Line			
Pressure tests	✓	✓	✓
Bacteriological tests	✓	✓	✓
Sanitary Lines			
pressure tests	✓	✓	✓
vacuum tests	✓	✓	✓
mandrel tests	✓	✓	✓
Force Mains			
Pressure test	✓	✓	N/A
Compaction reports	✓	✓	N/A
Paving			
Concrete compression/flex test reports	✓	✓	
Core reports	✓	✓	
Easement not recorded by plat	✓	✓	
As-Builts			
As-built drawings, PDF and GIS or CAD			
As-built survey (sanitary lines, storm sewer lines, detention)	✓	✓	
Engineer's signed and sealed certification of completion	✓	✓	
Acceptance Letter			

