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 REGULAR CITY COUNCIL MEETING TUESDAY, JUNE 13, 2023 – 6:00 PM

Sewall Smith Council Chambers 18111 Buddy Riley Blvd., Magnolia, Texas 77354

#### 1. CALL MEETING TO ORDER

- a. INVOCATION
- b. PLEDGE OF ALLEGIANCE
- c. ROLL CALL AND CERTIFICATION OF A QUORUM

#### 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.

#### 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.

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

- 6. CONSIDERATION AND POSSIBLE ACTION TO CLOSE LIQUIDITY ACCOUNT (Mayor Todd Kana)
- 7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO PLANNED DEVELOPMENT DISTRICT AGREEMENT WITH MAGNOLIA VILLAGE (Mayor Todd Kana)
- 8. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-006 FOR GFL ENVIRONMENTAL RATE INCREASE (Mayor Todd Kana)
- 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)
- 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)
- 11. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE APPOINTMENT AND HIRING OF TIM ROBERTSON AS CITY ENGINEER (Mayor Todd Kana)

### 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.

- **13. RECONVENE** into regular session and consider and/or take action on item(s) discussed in executive session.
- 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)
- 15. CONSIDERATION AND POSSIBLE ACTION TO AWARD CONSTRUCTION CONTRACT FOR WATER PLANT NO.3 PHASE II (Mayor Todd Kana)
- 16. CONSIDERATION AND POSSIBLE ACTION TO DETERMINE TYPE OF ELEVATED STORAGE TANK AS PART OF WATER PLANT NO.3 PHASE III (Mayor Todd Kana)
- 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)
- 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)
- 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)
- 20. 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)

#### 21. 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.cor	n, in compliance with Chapter 551,
Texas Government Code.	

DATE	Christian Gable, Interim City Secretary	WOR	INCORPORATED 1968	William Wille
TAKEN DOWN		Ni.	GOMERY COUNTY	

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 Mike Kurzy, Baxter & Woodman Christian Gable, Interim City Secretary

# MINUTES OF REGULAR MEETING OF THE MAGNOLIA CITY COUNCIL MAY 9, 2023

A meeting of the City Council was held on this date, May 9, 2023, beginning at 7:00 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 7:00 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, Economic Development Director Rachel Steele, Police Chief Kyle Montgomery, Planning Coordinator 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 April 11, 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 ORDINANCE NO. O-2023-004 AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES (Mayor Todd Kana)

City Attorney Leonard Schneider explained that this would change the monthly City Council meeting time from 7:00pm to 6:00pm.

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.

5. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-005 AMENDING CHAPTER 90 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES (Mayor Todd Kana)

Mayor Kana explained that this would prohibit parking along the southern side of Rolling Hills Drive from FM 1488 through the Dogwood Trail intersection.

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.

6. CONSIDERATION AND POSSIBLE ACTION TO REVIEW AND APPROVE SITE PLAN FOR WENDY'S (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.

7. CONSIDERATION AND POSSIBLE ACTION TO REVIEW AND APPROVE SITE PLAN FOR WELLS FARGO (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.

- 8. CONSIDERATION AND POSSIBLE ACTION TO REVIEW AND APPROVE MAGNOLIA PLACE SECTION 2, FINAL PLAT, +/- 27.592 ACRES. (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 APPROVE AMENDMENT TO THE 2023 MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION SHARED SERVICES AGREEMENT (Mayor Todd Kana)

Economic Development Director Rachel Steele presented the proposed amendment.

- 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.
  - 10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO THE 2023 MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATION SHARED SERVICES AGREEMENT (Mayor Todd Kana)

Economic Development Director Rachel Steele presented the proposed amendment.

- 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 APPROVE AMENDMENT TO THE MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATION 2023 PROJECT LIST (Mayor Todd Kana)

Economic Development Director Rachel Steele presented the proposed amendment.

- 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.
  - 12. CONSIDERATION AND POSSIBLE ACTION TO APPROVE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING IN MARCH 2023 (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.

13. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROPOSED GFL ENVIRONMENTAL TRASH COLLECTION INCREASE AS PROVIDED FOR IN THE CONTRACT AND RAISE THE CITY'S BILLING RATES BY THE SAME AMOUNT (Mayor Todd Kana)

City Attorney Leonard Schneider explained that an Ordinance will be brought to June's City Council meeting for final approval.

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.

14. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION R-2023-002 STATING THE CITY OF MAGNOLIA IS SUPPORTING THE PASSAGE OF AMENDMENT 1 TO HOUSE BILL 1540 IN THE 88<sup>TH</sup> SESSION OF THE TEXAS LEGISLATURE, AUTHORED BY THE HONORABLE WILL METCALF AND OTHER MATTERS (Mayor Todd Kana)

Mayor Kana explained the details of the House Bill and the purpose of the proposed amendment.

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.

15. DISCUSSION AND STAFF UPDATE ON PROGRESS OF WATER WELLS NO. 7, 8, AND 9 (Mayor Todd Kana)

City Engineer Mike Kurzy provided the following updates:

- Well No.7 has temporary pumping equipment in the hole but we are waiting for motor and oiler. Temporary generator is on site, easement for permanent electricity has been signed and is being processed by CenterPoint. We are targeting the end of May to go online.
- Well No.8 (Kelly) We received the chemical analysis results and they are currently installing conductor casing.
- Well No.9 Coordinating with CenterPoint with a 52+ week lead time

### 16. 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 the previously approved Utility Development Escrow Agreement with Magnolia East 149 LLC for an additional water well.

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.

The City Council may enter into executive session under Texas Government Code Section 551.071 to consult and receive legal advice from its attorneys regarding the declaratory action filed by the SJRA Ex Parte in the 98th Judicial District in Travis County, Texas; Cause No. D-1-GN-16-004151 and the case of SJRA v City of Conroe, et al Case 19-09-12611, 284th District Court, Montgomery County, Texas.

The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on Audubon Well Operation and Use Agreement for well being built by Audubon.

Mayor Kana convened into Closed Executive Session at 7:15 pm.

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

Mayor Kana adjourned Closed Executive Session and reconvened the open meeting at 8:15 pm.

- MOTION: Upon a motion to approve the revised Utility Development Escrow Agreement with Magnolia East 149 LLC and Woodforest National Bank made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.
- MOTION: Upon a motion to allocate the water connection distribution during the moratorium under Option No.1 made by Councilmember Carby and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 5-0.
  - 18. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AUDUBON WELL OPERATION AND USE AGREEMENT FOR WELL BEING BUILT BY AUDUBON (Mayor Todd Kana)
- MOTION: Upon a motion to approve Audubon Well Operation and Use Agreement with changes approved by the City Attorney for well being built by Audubon 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 ACCEPT TIMBER HOLLOW PHASE I AND II INTO THE CITY OF MAGNOLIA MAINTAINED INFRASTRUCTURE (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.

# 20. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE ADVERTISEMENT OF GST AND HPT ADDITION AT THE KELLY ROAD WATER PLANT (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.

# 21. ADMINISTRATION - DEPARTMENT REPORTS ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST

- a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)
   Police Chief Kyle Montgomery addressed rumors about recent occurrences within the City and gave brief updates.
- PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)
   City Administrator Don Doering provided a summary of the report found in the meeting packet.
- c. ADMINISTRATION DEPARTMENT (City Administrator, Don Doering)
   City Administrator Don Doering provided a summary of the report found in the meeting packet.

#### 22. ADJOURN

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

Mayor Todd Kana	

#### CERTIFICATION

I certify that this is a true and correct copy of the minutes of the City Council meeting held on May 9, 2023.

INCORPORATED	
1968 9	Christian Gable, Interim City Secretary

#### **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 Statues, 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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 or	n this	13 <sup>th</sup> day	of June,	2023
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PASSED AND APPROVED on the Second Reading this \_\_\_\_ day of \_\_\_\_, 2023.



# CITY OF MAGNOLIA, TEXAS

Todd Kana, Mayor

ATTEST:			



### 2023, 2024 & 2025 TEXAS RENAISSANCE FESTIVAL SPONSORSHIP AGREEMENT

1bis Sponsorship Agreement (the "Agreement) by and between The Texas Renaissance Festival, Inc., a Texas Corporation, with offices located at 21778 FM 1774, Todd Mission, TX 77363 ("TRF"), and City of Magnolia, a Texas municipality with offices located at 18111 Buddy Riley Blvd., Magnolia Texas, 77354 ("Sponsor") is made and entered into as of the 1st day of June, 2023. Sponsor and TRF may be referred to each individually as a "Party" or collectively as the "Parties."

#### Recitals

**WHEREAS,** TRF and Sponsor desire to enter into a mutually beneficial arrangement for marketing for the Texas Renaissance Festival (the "Festival") for the 2023, 2024 and 2025 seasons.

**WHEREAS,** Sponsor desires to be and TRF desires that Sponsor be the "Official Host City of the Tex.as Renaissance Festival".

**NOW, THEREFORE,** and in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and TRF agree as follows:

# Agreement

- 1. **TRF Obligations.** In consideration of and subject to Sponsors provision of the Sponsorship Obligations and other undertakings hereunder, TRF shall perform the TRF Obligations set forth in Exhibit A.
- 2. **Sponsor Obligations.** In consideration of and subject to TRF's performance of the TRF Obligations and other undertakings hereunder, Sponsor shall:
  - (a) Pay TRF a sponsorship fee as and when set forth in Exhibit B; and
  - (b) On a timely basis, perform its Sponsor Obligations set \_forth in <u>Exhibit C</u>.

#### 3. <u>License Grants: Trademark Use.</u>

(a) Sponsor hereby grants TRF, and TRF hereby accepts, anon-exclusive, non-transferable, non-sublicensable right and license to use the City of Magnolia name and logo as necessary to comply with TRF Obligations during the Term.

- (b) TRF hereby grants Sponsor, and Sponsor hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the TRF trademarks identified on Exhibit A (the "TRF Marks") during the Term in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a sponsor of the Festival.
- (c) Each Party shall submit examples of all proposed uses of the other Party's trademarks, respectively, to the other Party for written approval. All use of the other Party's trademarks shall be truthful, non-misleading, and not disparage or damage the goodwill in such trademarks.
- (d) Each Party shall use the other Party's trademarks solely in accordance with the other Party's trademark usage guidelines and quality control standards as the same may be updated from time-to-time. If either Party is notified in writing by the other Party that any use does not so comply, such Party shall immediately remedy the use to the satisfaction of the other Party or terminate such use. Neither Party shall use, register, or attempt to register in any jurisdiction trademark that is confusingly similar to or incorporates the other Party's trademarks identified herein. All uses of a Party's trademarks, and all goodwill associated therewith, **shall** inure solely to the benefit of such Party, and, except for the limited licenses granted herein, each Party shall retain all right, title, and interest in and to its trademarks.
- (e) Upon expiration **or** termination of this Agreement, the licenses herein shall terminate and each Party will cease using the other Party's trademarks.
- (t) TRF represents and warrants to Sponsor that (i) TRF has all rights necessary to grant the license and rights to Sponsor in this Section 3, and (ii) Sponsor's use of the TRF Marks as authorized herein will not infringe third-party trademark rights.
- (g) Sponsor represents and warrants to TRF that (i) Sponsor has all rights necessary to grant the license and rights to TRF in this <u>Section 3</u>, and (ii) TRF's use of the City of Magnolia and logo as authorized herein will not infringe third-party trademark rights.
- 4. <u>Term.</u> The term of this Agreement shall be June 1, 2023 through December 31, 2025 (the "*Term*"), unless terminated earlier pursuant to any express provisions of the Agreement.
- 5. **Termination.** This Agreement may be terminated before the expiration date of the Term on written notice: (i) by either Party, if the other Party experiences an Insolvency Event; (ii) by TRF, if Sponsor fails to pay the sponsorship fee set forth in <u>Exhibit B.</u> and such non-payment continues for five (5) days after Sponsor's receipt of notice from TRF that the sponsorship fee is past due; and (iii) by either Party, if the other Party breaches this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within five (5) days after the breaching Party's receipt of written notice of such breach. For purposes of this Agreement, "Insolvency Event' means that a Party becomes bankrupt 01 insolvent or takes any corporate action or other steps towards liquidation, winding up, dissolution, reorganization or amalgamation of Party; making of any bankruptcy administration order, or appoin 1 ment of

a receiver, administrator, trustee or similar officer over all or any material part of the revenues, assets or business of Party; or an order is made for the winding up, dissolution or liquidation of Party, or any analogous or equivalent proceedings by whatever name are undertaken in whatever jurisdiction; or Party is generally unable to pay its debts as they become due, or Party stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or makes a general assignment of its assets for the benefit of its creditors.

- 6. <u>Notice.</u> All notices pursuant to this Agreement shall be in writing and shall be deemed as duly given when delivered by hand or by the US Postal Service to the respective addresses above.
- 7. <u>Compliance with Law.</u> Sponsor is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Sponsor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- 8. **Entire Agreement.** This Agreement and the Exhibits attached hereto represent the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or negotiations with respect to the subject matter of this Agreement. There are no other oral or written agreements between the Parties with respect to the subject matter hereof. This Agreement may not be amended except by written agreement of the Parties.
- 9. **Assignment and Successors.** Sponsor may not assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of TRF (which consent may be granted or denied at the sole discretion of TRF), and (a) any assignment made without such consent shall be void. and (b) in the event of such consent, such assignment nevertheless shall not relieve such Sponsor of any of its obligations under this Agreement without the prior written consent of TRF. Subject to the preceding sentence, this Agreement and any amendments thereto shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.
- I0. <u>Waiver.</u> The failure of either Party to insist, in any instance, upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the provision in question.
- 11. **Relationship of the Parties.** Nothing contained herein shall be construed to create a partnership, joint venture, association other special relationship, nor any fiduciary obligations between the Parties. Sponsor shall have no obligation to TRF, or the employees thereof, or the participants therein or the patrons therein, except as expressly stated in this Agreement.
- 12. <u>Indemnification</u>. SPONSOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY TRF AND ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS (EXCEPT FOR SPONSOR) AND AGENTS (COLLECTIVELY, THE "TRF GROUP") FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES, WHICH ARE SUFFERED, INCURRED BY, IMPOSED UPON OR RENDERED AGAINST THE TRF GROUP, AT LAW OR IN EQUITY, AND

WHETHER BASED ON CONTRACT, TORT OR PURSUANT TO *ANY* APPLICABLE LAWS FOR INJURIES, PROPERTY DAMAGE OR OTHER ALLEGED DAMAGES ASSERTED BY *ANY* PERSON WHO ALLEGES INJURIES OR DAMAGE OCCURING IN CONNECTION WITH THIS AGREEMENT. SPONSOR'S INDEMNITIES APPLY EVEN TO CLAIMS ARISING FROM THE TRF GROUP'S ALLEGED NEGLIGENCE, INCLUDING TRF GROUP'S SOLE NEGLIGENCE. NOTWITHSTANDING THE FOREGOING, THE INDEMNITIES STATED ABOVE SHALL NOT APPLY TO THE EXTENT THAT *ANY* SUCH CLAIMS OR LOSSES RESULT FROM OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TRF GROUP. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "LOSSES" MEANS ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, FINES, PENALTIES OR JUDGMENTS OF WHATEVER KIND OR CHARACTER INCURRED BY THE TRF GROUP, INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND OTHER REASONABLE COSTS AND EXPENSES OF LITIGATION, AS SUCH MAY BE AWARDED BY A COURT.

13. Limitation of Liability. IN NO EVENT SHALL THE SPONSOR BE LIABLE TO THE TRF GROUP FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTION, HOWEVER CAUSED, IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, JOINT OR SEVERAL, OR STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, *PROVIDED* THAT THE FOREGOING SHALL NOT APPLY TO THE OBLIGATION OF SPONSOR TO INDEMNIFY THE TRF GROUP FOR DAMAGES THAT ARE CLAIMED BY A THIRD PARTY, EVEN IF SUCH DAMAGES CLAIMED ARE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

### 14. **Governing** Law

- (a) This Agreement shall be governed and construed according to the laws of the state of Texas, without regard to principles of conflicts of laws that call for application of the laws of another state.
- (b) Any and all legal disputes, whether under this Agreement, or disputes by the Parties will be brought before the state courts in Grimes County, Texas, and each Party irrevocably waives any objection to the personal jurisdiction and venue of such courts.
- 15. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and does not confer any benefit on any third party, except insofar as the TRF Group is entitled to indemnity hereunder.
- 16. **Severability.** If any part of this Agreement is found invalid or unenforceable, such provision shall be deemed severed from this Agreement, and the remainder of the Agreement shall be unaffected thereby.

	17.		Survival.	The provisions	of this Agr	eement	t shall su	ırvive expi	ration o	r termina	ation
for so	long	as	necessary to	give effect to	the intent	of the	Parties,	but in no	event to	exceed	any
applica	ible si	tatı	ites of limita	tion.							

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized,

# THE TEXAS RENAISSANCE FESTIVALS, INC,

<u>B</u> y	y:
Ti	tle:
C	ity of Magnolia
В	y:
Ti	itle:

# Exhibit A TRF Obligations and Trademarks

#### 1. TRF Marks:

### TEXAS RENAISSANCE FESTNALTM



## 2. TRF Obligations:

- · Name City of Magnolia as the Official Host City of the TRF
- Place COM logo on sponsors ribbon on TRF's websites main page
- Place COM logo on TRF's website's Lodging page as Official Host City, with a click-thru link to hotels reservations page the "Family of Sponsors" section of the venues webpage (www.texrenfest.com).
- · Promotion of COM in various email newsletters, social media posts and news release
- TRF will provide one (1) full page color ad in the souvenir program with the artwork due August 1, annually
- Place COM logo on all festival brochures
- Place COM logo on back of souvenir program.
- Create and distribute media release announcing City of Magnolia as the Official Host City of the Texas Renaissance Festival
- TRF will provide characters for a City of Magnolia event when & where appropriate
- TRF shall provide four-hundred (400) complimentary Any-Day tickets each year.
- Pay for production of 16 TRF styled flag-pole banners

# Exhibit B Sponsorship Fee

City of Magnolia shall pay annually to TRF \$6,000.00 as the sponsor of the Fields of New Market Campgrounds:

2023: Payment due August I, 2023

2024: Payment due August I, 2024

2025: Payment due August 1, 2025

# Exhibit C City of Magnolia Obligations

- COM and participating hotels will promote TRF with logo, dates and TRF website link in any email promotions September, October and November, 2023, 2024 & 2025.
- COM will add TRF logo, dates and website link to homepage September- November 2023, 2024 & 2025.
- COM will display TRF posters, brochures (general and campground) In their offices.
- Participating hotels will provide shuttle service to and from TRF during festival weekends.
- Work with TRF & TXDOT to allow 2 across-highway banners on FM 1774 @ FM 1496 and 1 mileeast of COM (on the outside of the 249 bridge) during 10 weeks in September, October & November
- Work with TRF to hang road banner sign in Unity Park in October and November
- COM will work with TRF to provide sixteen (16) Flag-pole banner locations in the COM during 10
  weeks in September October & November. TRF flag will replace the Magnolia Stroll flags currently
  hanging on said flag poles.

	2023-2025-Summary Terms - Host City Contract with TRF
Sponsorship overview	City of Magnolia as The Official Host City Partner of the Texas Renaissance Festival
Category Designation	Host City
Contract Length/ Renewal	• June 1, 2023 - December 31, 2025 (3 years)
Participating Venues	Texas Renaissance Festival (TRF)     City of Magnolia (COM)
Online Elements	<ul> <li>COM logo placed on sponsors ribbon on TRF website main page (4 million total page views, Aug Nov. 2023, 2024,2025. Value=\$3,500 annually}.</li> <li>COM logo shall be included on the TRF website's Lodgings page as "Official Host City of the Texas Renaissance Festival" with booking link to COM site of choice. (2,300 total page views, Aug.• Nov. 2023, 2024, 2025 -Value=\$3,000 annually}.</li> </ul>
	COM will be Identified in 2 TRF email blasts with click-thru link to site of choice (Distribution-275,000 Value"\$4,000 annually}.  One Social Media promotion (Facebook, Twitter, or Instagram) per week of CCVB Click Thru as TRF Destination Partner !Total Followers 277,000 Value=\$5,000l.
Sponsorship Elements	<ul> <li>TRF will send media release announcing COM as "Official Host City" of Texas Renaissance Festival for 2023, 2024 &amp; 2025 (2,620,000 audience impressions. Value= \$3,000 annually}</li> <li>TRF will participate with COM in promotional events providing costumed characters (when possible), TRF materials and promotion on TRF Social Media.</li> <li>TRF will place one full page ad for CCVB in TRF 2020 Souvenir Program (Distribution-65,000 Value=\$2,000 annually).</li> <li>CCVB logo placed on King's Royal Partners page of TRF 2023 Souvenir Program.</li> </ul>
Tickets & Hospitality	<ul> <li>TRF for the term will provide COM 400 - TRF Complimentary Any Day Tickets Any Day tickets (\$34/ticket) annual to TRFI (Value- \$13,800.00 annually)</li> <li>Create a Discount Promotional Code allowing purchase of individual tickets at Group Discount price of \$18.00 adult/\$10.00 Children 5-12) plus applicable fees and taxes.</li> </ul>
Sponsor agrees to provide the following;	<ul> <li>COM and participating member hotels will promote TRF's logo, dates and website link in appropriate area of sponsor website October - December annually.</li> <li>COM and participating member hotels will include TRF logo, dates and website !ink In any appropriate promotional materials and announcement October- December annually.</li> <li>Participating member hotels will provide shuttle service to and from the Texas Renaissance Festival</li> <li>COM will have the light to offer hotel/TRF packages at select hotels offering (Room, TRF ticket and option of shuttle lo and from hotel to festival grounds OR parking.)</li> <li>Work with TRF to hang road banner sign in Unity Park in October and November</li> <li>Work with TRF to provide the Flag-Pole banner locations (12-16 pole flags) during October &amp; November for TRF flags to replace "Magnolia Stroll" flags currently occupying said pole flag space.</li> </ul>
Total Elements Value	\$30,100.00

# City Council Agenda Item Administration Department

From: Beverly Standley, Finance Date for City Council considerati	on: June 13, 2023						
Subject: Close account - Red Light	t Camera Fund						
Proceeding:							
Degree of importance: ☐ Critical	☐ Significant	X Elective					
FINA	ANCIAL APPROY	AL					
Expenditure Required:	Amount I	Budgeted:					
Appropriation Required:	Appropriation Required: Source of Funds:						
	Accounting the second s						
SUMMAR	Y/ORIGINATIN	G CAUSE					
Account inactive for over nine (9) n	nonths, except for s	mall amount of interest monthly.					
IMMINENT CONSEQ	HENCES/BEND	THE COMMUNITY					
Council must approve closing of an	y accounts.						
	EOMMINDATE (O	NS					
Approve							
	ALLACHMENTS						
Copy of statement.							



CITY OF MAGNOLIA 18111 BUDDY RILEY BLVD MAGNOLIA TX 77354-5864

00001279 TW100T06012308462300 2 000000000 20297月25日1

Page 1 of 2 Statement Period: May 01 - May 31, 2023



Account Information & Customer Service 1-(877) 968-7962



P.O. Box 7889 The Woodlands, TX 77387



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# **Summary of Accounts**

I ACCOUNT EVPE AND NUMBER	BALANCE	TOTAL	TOTAL	CLOSING
	ORWARD	DEBITS	CREDITS	BALANCE
"""Special"" Liquidity Account" 1311004830	10.13	0.00	0.04	10.17

# """Special"" Liquidity Account" 1311004830 RED LIGHT CAMERA

#### **Deposits and Other Credits**

Date

**Amount Transactions** 

05-31

0.04 INTEREST PAID

#### **Account Summary**

Average Balance	\$10.13	Annual Percentage Yield Earned	4.75%
Average Collected Balance	\$10.13	Interest Earned for this Statement Period	\$0.04
Minimum Balance on 05/01/2023	\$10.13	Average Collected Balance for APY	\$10.13
Year to Date Interest Paid	\$0.18	Number of Days in Cycle	31

### **Daily Closing Balance Summary**

Date	Balance	Date	Balance
05-01	10.13	05-31	10.17



## **MAGNOLIA VILLAGE**

# Planned Development District (PD)

### **PREPARED BY:**



24285 Katy Freeway, Suite 525 Katy, TX 77494

> Approved May 2019 Amended April 2023

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#### I. INTRODUCTION

This application was prepared on behalf of GC Magnolia, LP pursuant to the City of Magnolia's development ordinances and is intended to meet or exceed the standards of those ordinances. The purpose of the Planned Development District ("PD") is to promote and support quality development of land and to provide for a superior design on lots or buildings. The goals of the application include promoting market driven uses; and to ensure high quality development while providing adequate flexibility. The PD will provide long-term predictability with respect to the regulatory requirements, development standards and the construction of public and private improvements. The PD will provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.

The Magnolia Village PD District is a commercial and mixed-use project located within the City of Magnolia, Montgomery County, Texas. The property consists of approximately 60.6 acres of land and is physically located immediately south of FM 1488 and east of Spur 149. The Area Location Map (Exhibit A) located in the Exhibits section of this document illustrates the location of the Magnolia Village Tract.

A strong community character will be achieved within the proposed development by administering high quality architectural and design standards.

Should there be a conflict between this amendment, the development agreement, and previous planned developments both dated 05-14-2019 for this property (Ordinance No. O-2019-0009), or the City of Magnolia's Unified Development Code, the requirements within this document prevail.

#### II. EXISTING CONDITIONS

#### **SITE DESCRIPTION**

The property upon which the Magnolia Village Development will be located is generally vacant. There is an existing pond on the east side of the tract. A drill site and a Houston Lighting and Power Company easement are located on the western side of the site, but the remainder of the tract is undeveloped. The property is bordered by Spur 149 on the west and FM 1488 on the north.

Exhibit B shows an aerial photo of the Site. Exhibits C and D provide a legal description and boundary survey for the property.

#### **SURROUNDING LAND USE**

Generally, the surrounding land use is undeveloped acreage with scattered residential primarily with the City of Magnolia ETJ. A large commercial development, including an HEB grocery store, is currently planned for the area immediately west of the site, along Spur 149 and FM 1488. Slyfield Farm, a horse farm and track, is located just northwest of the tract, on the north side of FM1488. Magnolia High School is west of the site, further west along FM 1488.

The surrounding area can be seen on the Area Map and the Project Aerial map (Exhibit A and B).

#### III. PURPOSE AND INTENT

The Magnolia Village PD promotes development cohesiveness in one central area for living, shopping, dining, and interaction, while encouraging a variety of uses including general commercial, recreation and amusement, retail and multi-family residential.

Development Guidelines for the project will be created and will include architectural standards, construction standards, sign standards, and landscaping requirements. GC Magnolia, LP, , has a successful history of creating and implementing Development Guidelines and Concept Plans across its portfolio and developments. The Development Guidelines will be consistent with the intent of the city and meet or exceed the city's development regulations. These standards will apply to all commercial and/or multifamily projects inside the PD.

The planning strategies used within the project will ensure its economic feasibility, desirability and quality, by providing flexible land use controls, and thoughtful architectural and aesthetic guidelines.

#### IV. PROJECT / PLAN DESCRIPTION

#### LAND USE

Magnolia Village will be composed of multiple land uses that may include commercial, retail, recreational and amusement, multi family, etc. The final composition of the allowed land uses shall be dictated by market conditions.

The Concept Plan (Exhibit D) for Magnolia Village illustrates the mix of uses proposed and the potential for a variety of multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for larger retail and anchor stores and also smaller pad sites for retail and restaurants. FM 1488 and Spur 149 will provide the primary access to this area.

If demanded by market conditions, a multi-family residential component may be developed within the PD in areas that provide adequate access.

#### LAND USE / REGULATORY COMPLIANCE

In order to implement the concept plan as currently proposed, each of the proposed land uses has been assigned zoning categories consistent with compatible zoning regulations. The assigned zoning designation is as follows:

Zoning Designation	Acreage	% Of Gross Acreage
Auto-Urban Commercial (AC) with Semi-Urban Residential Commercial, Retail, Office, Hotel, Mixed- Use, Multi Family, etc.	60.6 acres	100%

#### **PERMITTED USES**

The following land uses are permitted anywhere throughout the tract so long as all other development regulations listed within this document are met:

Alcoholic Beverage Sales, Offsite Consumption

Alcoholic Beverage Sales, Onsite Consumption

Animal Veterinary Services, small

**Apartments** 

Assisted Living/Congregate Care Facilities

Automobile Repairs, small

Automobile Washes

Automobile Rental and Service Establishments

College/University/Vocational School

Commercial Retail (including big-box membership stores).

Commercial Retail

**Daycare Center** 

**Event Facility** 

Farmers' Market

Fueling/Charging Stations

General Professional/Medical Office Heavy Retail/Home Improvement Centers (open storage)

Heavy Retail, Lumberyards, and Equipment (open storage)

Clinic/Walk-In Clinic

Indoor Recreation/Personal Fitness

Library

Mixed Use

Nursey, Retail

Office

Overnight Accommodations (Hotel, Motel, Inn)

Post Office

Public Assembly

Public Safety Facility

Restaurant (No drive through or with drive through)

Vending Kiosks/ATM

#### **DEVELOPMENT GUIDELINES**

Unless otherwise outlined in this document, the City of Magnolia Unified Development Code in place at the time this document is adopted shall apply to this PD. Any change to the below guidelines and/or other applicable regulations shall require a variance granted by the City of Magnolia Planning and Zoning Commission.

#### Commercial

- 1) Lot Size
  - i. Minimum lot width Sixty (60) feet measured at the building line.
  - ii. Minimum lot depth 100 feet
  - iii. Minimum lot area 6,000 square feet
- 2) Building Setbacks
  - i. Minimum front yard setback Twenty-five (25)feet
  - ii. Minimum side yard setback Five (5) feet
  - iii. Minimum side street setback Ten (10) feet
  - iv. Minimum rear yard setback Ten (10) feet
- 3) Building Height
  - i. Building heights must be in compliance with the below standards:
  - iii. Pad Site No building may exceed thirty-five (35) feet in height.
  - iv. Commercial Anchor Tenant- No building may exceed sixty (60) feet in height.
- 4) Building Form and Design
  - i. All buildings shall incorporate unique architectural elements through the use of building articulation, multiple materials and/or similar architectural techniques. Specific standards will be established and enforces through the Design Guidelines established by the Developer.
- 5) Parking
  - Parking ratios shall comply with those specified in the applicable Unified Development Code.
  - ii. Shared parking is permitted subject to a public document agreement between the participating owners. Shared parking shall meet the minimum parking ratio requirements.
  - iii. Parking Dimensions:
    - 1) All standard parking stalls shall be a minimum of nine (9) feet in width by eighteen (18) feet in length.
    - 2) Parallel (0) degree parking spaces shall be a minimum of eight (8) feet in width by twenty (20) feet in length.
- 6) Landscape Requirements
  - i. See Landscape on page 9.
- 7) Access Easements and Fire Lanes
  - i. All access easements and/or fire lanes must be a minimum of twenty-four (24) feet in width. An access easement is required across Pads E-P. This access easement will be recorded and submitted to the City of Magnolia with the site plan submittal for the first tenant.
- 8) Driveway Spacing
  - i. For a local non-residential street, the turning radius is 20' (with a posted speed limit of less than 40 mph), minimum driveway spacing is 30', and min width of 20' to 40' maximum feet.
  - ii. Driveways located along Heritage Lane or Community Road shall be spaced a minimum 75' and have a minimum width of 20'.

#### Multi Family

- 1) Lot Size
  - i. Minimum five (5) acres
- 2) Building Setbacks
  - i. Minimum front yard setback Twenty-five (25) feet
  - ii. Minimum side yard setback Ten (10) feet
  - iii. Minimum side street setback Ten (10) feet
  - iv. Minimum rear yard setback Ten (10) feet
- 3) Building

i. No building may exceed sixty (60) feet in height. Any building that exceeds this height maximum is subject to City approval.

#### 4) Parking

- i. There shall be one (1) parking space per unit. Parking Dimensions shall be:
  - 1) All standard parking stalls shall be a minimum of nine (9) feet in width by eighteen (18) feet in length
  - 2) Parallel (0) degree parking spaces shall be a minimum of eight (8) feet in width by twenty (20) feet in length.

#### 5) Building Form and Design

i. All buildings shall incorporate unique architectural elements thru the use of building articulation, multiple materials and/or similar architectural techniques. Specific standards will be established and enforced through the Design Guidelines established by the developer.

#### 6) Landscape Requirements

See Landscape Requirements on Page 9

#### 7) Access Easements and Fire Lanes

 All access easements and/or fire lanes must be a minimum of twenty-four (24) feet in width. This access easement will be recorded and submitted to the City of Magnolia.

#### **LANDSCAPING REQUIREMENTS**

All landscaping in the Magnolia Village PD must comply with the standards listed within this section. A landscaping plan can be found in Exhibit F and the approved planting list can be found in Exhibit

Canopy Trees are to be spaced 45'-0" off center, and Non-Canopy Trees and Evergreen Trees are to be spaced 30'-0" off center in order to meet the requirements of the bufferyard landscaping (perimeter of property). Bufferyard shrubs to be placed in a double row at 36" on center to provide a continuous hedge along the frontages of FM1488 & Spur 149.

Table 1- Planting Requirements per Section						
Section	Plant Type	Spacing	Caliper	Notes		
Heritage Lane (Section A)	Canopy Trees	45'*	4"	1 canopy tree every 45'.		
	Shrubs	30" O.C.**	5 Gallon	3' high continuous hedge		
FM 1488 and Spur 149 Frontage (Section B)	Canopy Trees	45'*	4"	1 canopy tree every 45'.		
	Evergreen/Ornamental Trees	30'*	3"	1 evergreen every 30'		
	Shrubs	30" O.C.**	5 Gallon	Double row of 3' high continuous hedge		
Magnolia Village (Section C)****	Canopy Trees	45'*	4"	1 canopy tree every 45'.		
	Shrubs	30" O.C**.	5 Gallon	3' height of continuous hedge		
Community Road	Canopy Trees	45'*	4"	1 canopy tree every 45'.		
(Section D)	Shrubs	30' O.C.**	5 Gallon	3' height of continuous hedge		
Private Driveways	Canopy Trees	45'*	4"	1 canopy tree every 45'.		
(Section E)	Shrubs	30" O.C.**	5 Gallon	3' height of continuous hedge		
Multi-Family	Canopy Trees	45'*	4"	1 canopy tree every 45'. along street frontages		
	Shrubs	30" O.C.**	5 Gallon	3' height of continuous hedge at perimeter of track		
	Parking lot	Every 15 spaces**	4"	1 canopy tree every 15 parking spaces		
Commercial***	Canopy Trees	45'*	4"	1 canopy tree every 45'. along street frontages		
	Shrubs	30" O.C.**	5 Gallon	3' height of continuous hedge at perimeter of tract		
	Parking lot	Every 15 spaces*	4"	1 canopy tree every 15 parking spaces		

<sup>\*</sup>To satisfy spacing requirements, trees may be clustered along property frontage; provided, the

overall ratio of trees per linear foot is satisfied.

#### \*\* On Center

\*\*\*In lieu of foundation planting adjacent to any commercial building, planting that meets the requirements of this PUD at the pad site perimeter shall satisfy the requirement and need for foundation plantings. This planting may serve as a substitution for such foundation plantings.

#### **LANDSCAPE BUFFERS (SEE EXHIBIT F)**

If there is a conflict between the bufferyard sizes found in this section and in the bufferyard sizes for the properties found in the development guidelines section, the requirements in this section shall prevail.

#### 1) FM 1488

- i. A Minimum of twenty (20) foot landscape buffer is required.
- ii. Any landscaping installed by the developer within these areas will be credited towards the individual tenant's requirements within each tract.

#### 2) Magnolia Village Drive

- The property south of Magnolia Village Drive shall have a twenty (20) foot landscape buffer.
- ii. Any landscaping installed by the developer within these areas will be credited towards the individual tenants' requirements within each tract.
- iii. The property north of Magnolia Village Drive shall have a ten (10) foot landscape buffer.
- iv. An eight (8) foot sidewalk shall be provided along the south side of the street. 2' of the sidewalk may be outside the ROW and encroach into the landscape buffer.

#### 3) Heritage Lane

- i. A minimum of ten (10) foot landscape buffer is required on each side of Heritage Lane.
- ii. Any landscaping installed by the developer within these areas will be credited towards the individual tenants' requirements within each tract.
- iii. Five (5) foot sidewalks shall be provided along one side of Heritage Lane from Magnolia Village Drive to Pad Site K. This sidewalk is to serve the Magnolia Village Development.

#### 4) Community Road

- A minimum of ten (10) foot landscape buffer is required on the east side of Community Road
- ii. Any landscaping installed by the developer within these areas will be credited towards the individual tenants' requirements within each tract.
- iii. Five (5) foot sidewalk shall be provided along one side of Community Road from Magnolia Village Drive to Pad Site P. This sidewalk is to serve the Magnolia Village Development.

#### 5) Private Driveways

- i. A minimum of ten (10) foot landscape buffer is required on each side of the private driveways.
- ii. Any landscaping installed within these areas will be credited towards the individual tenants' requirements within each tract.

#### 6) Interior Landscape Setbacks/ Buffer yards

- i. A minimum of five (5) foot landscape buffer/buffer yard is required between pads. This buffer yard shall shared across property lines so long as the total is five (5) feet.
- ii. At a minimum, these buffers must include sod and/or hardscaping.
- 7) Within the boundary of this PD, the developer shall maintain or cause to maintain the landscaping that is within the City's right-of-way.

<sup>\*\*\*\*</sup> Excluding live oak trees.

#### SIGNAGE

All signage in the Magnolia Village PD must comply with the standards listed within this section.

- All signs must be properly maintained. The signage for all shopping centers, office buildings, retail buildings, etc. within Magnolia Village will be individually constructed and maintained by the developer, tenant and/or owner of the sign.
- Except where noted otherwise for a specific use, all signs shall conform to the following criteria:
- 1) Free Standing Signage:
  - i. A comprehensive signage package has been developed for the project. All multitenant monument and/or pylon signage design (Type A, B and C). Signage is illustrated in Exhibit H of the documents.
    - a. All signs shall be built in accordance with the size and design shown on the applicable exhibits.
    - b. No single tenant monument signs are permitted.
    - c. 3-panel multi-tenant monument and/or pylon signs may be upgraded to 4-panel multi-tenant monument and/or pylon signs.

#### ii. Signage location:

- a. All multi-tenant monument and/or pylon signage shall be installed generally in accordance with the locations shown on Exhibit J. Minor variation to the location of signs is permitted so long as the total number of multi-tenant monument and/or pylon signs does not exceed the total number shown on the attached exhibit.
- b. All signs must be outside the public right of way, outside of the sight triangle, and perpendicular to the street or driveway.
- c. No multi-tenant or pylon freestanding signs may be located less than one hundred (100) feet apart.

#### iii. Tenant Panels:

- a. Graphics for tenant panels are limited to the text and logo for the individual tenant. Colors and logos in accordance with the tenant's signage standards are permitted so long as they fit within the allocated panel.
- iv. Monument and pylon signs should be designed and stamped by a structural engineer.
- v. All signs may be maintained and in good condition at all times. It shall be the responsibility of the developer to ensure that signs remain in good condition.
- 2) Building Mounted Occupant Identification Signs:
  - i. All occupant identification signage must be as follows:
    - a. A maximum of 50% of each tenant's store front, side or rear may be utilized for a wall sign. No wall sign shall cover wholly or partially cover any wall opening, nor project beyond the ends or top of the wall to which it is attached in excess of four feet. No single wall sign may exceed 300 square feet in area.
    - b. Building Signs for regional or nationally recognized tenants and/or business with specific criteria and/or guidelines for signage (which may include content design, installation methodology, color, and size) are permitted provided the Sign conforms to the tenant or businesses established criteria and/or guidelines.
    - c. Illuminated Signs shall be either backlit or internally illuminated channel letters and the use of external lighting to illuminate the Sign is prohibited.
    - d. The use of logos or symbols may be permitted for regionally or nationally recognized tenants or in the case of a well-established trademark, logotype or other symbol. The logo or symbol may be located adjacent to or incorporated into the sign letters.
    - e. Sign assembly shall be affixed to masonry or fascia structure with non-corrosive galvanized bolts.
    - f. All ballasts, transformers, conduits, and other necessary structural and

electrical equipment must be reasonably concealed.

#### g. Height:

- Tenants 25,000 Square feet or greater: Seventy-two inches (72") height for a single line of copy or ninety -four inches (94") for multiple lines of copy in total height including spaces between rows.
- Tenant with at least eight-thousand (8,000) square feet: sixty inch (60") height for a single line of copy or seventy-two inches (72") for multiple lines of copy in total height including spaces between rows.
- Less than eight thousand (8,000) square feet: Twenty-four inch (24") height for a single line of copy or thirty-six inches (36") for multiple lines of copy in total height including spaces between rows.
- Single tenant pads: 48" and 72" inches
- h. The information on the sign shall consist of the name of the tenant (in a font style of their choice), logos, and additional tag lines.
- i. The maximum span of the tenant's sign shall not exceed seventy-five (75%) percent of the store frontage width.
- j. The assigned position for each tenant shall be as close to a center-of-frontage location as possible, subject to allowance for proper positioning corner store signs and suitable space between adjacent tenant signs

#### 3) Window Signs

- i. Glass areas of storefronts shall remain free of graphics, placards, posters and signage except where specifically delineated in these guidelines.
- ii. Business name, street address, hours of operation, entrance and exit shall be displayed on the glass storefront in an area not to exceed eleven inches (11") by seventeen inches (17") or one hundred eighty-seven (187) square inches. The use of logos or symbols may be permitted for regionally or nationally recognized tenants or in the case of a well-established trademark, logotype or other symbol.
- iii. All tenants must display the address in three inch (3") bold vinyl die-cut letters (3M white opaque only), centered on the storefront door.
- iv. Professionally prepared window signs that are part of a regional or national signage program shall be permitted, not to exceed 25% of storefront window area.
- v. Interior signage must be placed a minimum of twelve inches (12") from the window.
- vi. One (1) "Open" sign shall be permitted per tenant. The sign shall not flash, strobe or any way be animated..

#### 4) Temporary Signage/Banners

- i. Unlighted construction/leasing/marketing signs are permitted. Signs may be double faced within the building setback line. A sign that is replaced with another must be removed before the other sign can be installed. Information may be added or revised to a sign, but each revision must conform to the standards criteria. Sign area may be up to 4' x 8' per sign located 10' from the outside edge of ROW.
- 5) Coming Soon or Now Open used to advertise a new business or grand opening:
  - i. For each site development, one (1) temporary banner may be displayed with Coming Soon, Now Open or Grand Opening.
  - ii. Signs must be removed thirty (30) days after business opening.
  - iii. Maximum sign size: Six feet by ten feet (6' x 10')
  - iv. Signs must be attached to the building.

#### 6) Exempt signs:

- i. The following sign types are exempt from the applications of this Section of the PD:
  - Official traffic signs or sign structures and provisional warning signs or sign structures when erected by or required to be erected by a governmental agency.
  - 2) Temporary signs designed to call the attention of the public to any detour or public danger.
  - 3) Changing of copy on a message center (electronic or manual).
  - 4) Painting and routine maintenance of sign structures and supports, if the sign area is not increased and no structural improvements, alterations, or replacements are made.
  - 5) Signs that are carried by people.

- 6) Signs that are not visible from abutting property or public right-of-way
- 7) Signs that are affixed to a building within five (5) feet of an entrance to the building that are:
  - a. Not more than five (5) feet in area; and
  - b. Are not legible from the street.
- 8) Signs that are less than one square foot in area, that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, or utility cabinets.
- Holiday decorations that are displayed for not more than two months per year.
- 10) Temporary, directional signage.
- 11) Wayfinding signage
- 12) Parking signage
- 13) Drive-thru signage.
- 14) Bank/Credit Union/ATM/Mobile banking signage and the like

#### STORM WATER MANAGEMENT

All storm water management, drainage systems and drainage plans will adhere to the Montgomery County requirements, standards and criteria and all such storm water plans and drainage plans must be either approved by or issued a letter of no objection by the Montgomery County Engineer's Office with concurrence from the City of Magnolia Engineer.

#### **PLATTING**

All platting will adhere to Montgomery County requirements. All property within this PD is permitted to be platted as one reserve through the City of Magnolia and later subdivided into smaller reserves via metes and bounds without further platting requirements. Any seller subdividing any portion of the property within the PD shall notify the City of Magnolia upon such subdivision.

During the site plan review, a metes and bounds description must be provided for the property.

#### **GREEN SPACE/RECREATIONAL AREAS & MAXIMUM LOT COVERAGE**

The PD shall provide green space totaling a minimum of 20% of the gross acreage of the PD. In calculating the minimum required green space, the following areas may be included: buffer yards, onsite and offsite detention ponds that accommodate storm water for the property contained within the PD, easements, landscape islands and other landscape reserves and setbacks, common area lawns and landscaping, community swimming pools and surrounding paved deck area, community tennis courts, and other common recreational areas.

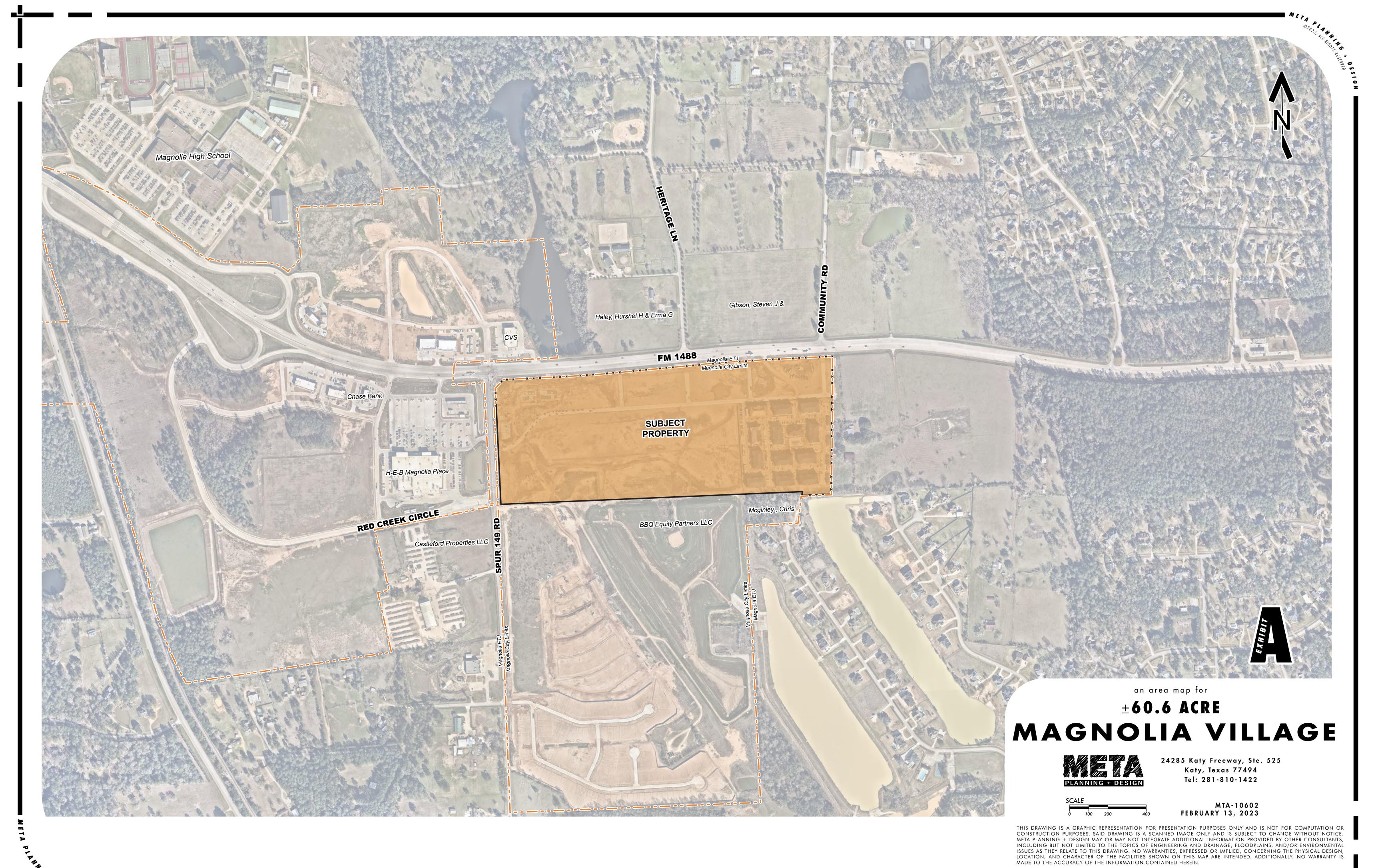
In addition, it is required that not more than 80% of a lot being developed as a multi family project be covered with buildings, driveways or sidewalks unless approved otherwise at the time of site plan approval by the planning and zoning commission and the city council. All green space, recreation areas (pools, tennis courts, etc.), landscaped buffers, parking lot landscape/islands shall not be included in the 80% lot coverage.

A lot coverage requirement shall not apply to commercial projects.

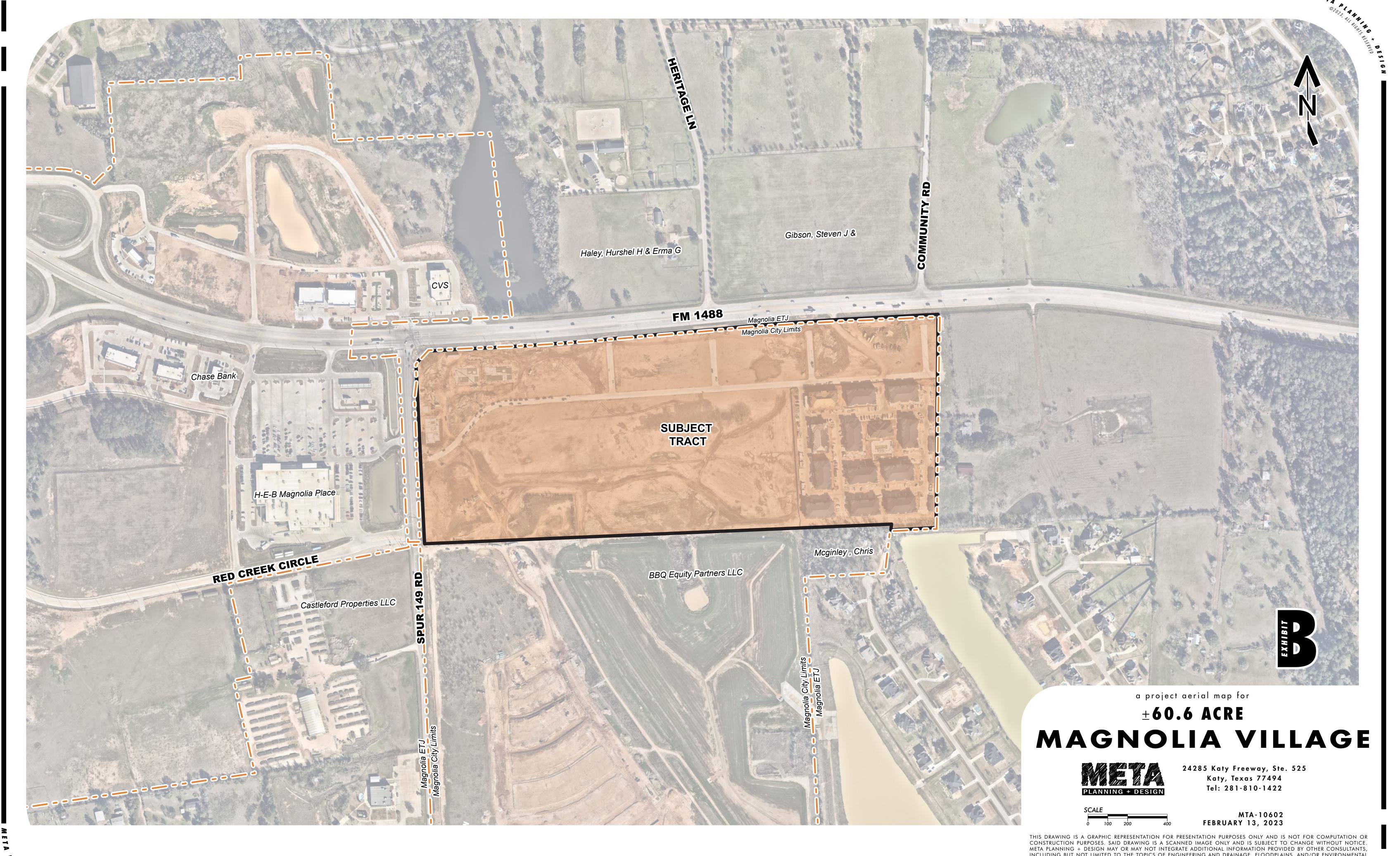
#### PHASING / DEVELOPMENT SCHEDULE

Phasing for the project will be determined by market conditions. All phases will take into consideration access, compatible uses and all other regulations listed within this document. Additional land may be added to the PD in the future so long as all regulations remain consistent across the entirety of the project.

Within eighteen months of the approved date within this planned development, the developer is responsible to permit the signage (as seen in Exhibit J) for the entire development through the City separate from each site development, and the developer is responsible to permit or cause to permit the landscaping for the entire development separate from each site review. Each site developer is omitted from providing signage plans during the site plan review process.



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#### Exhibit C

# METES AND BOUNDS DESCRIPTION OF 94.66 ACRES OF LAND IN THE HAMPTON TILLONS SURVEY, A-556 MONTGOMERY COUNTY, TEXAS

Being 94.66 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being 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:

**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 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 in the east right-of-way line of Spur 149 (60-feet 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°50'06" 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° 18′ 26″, a chord bearing and distance of North 85° 50′ 09″ East - 458.37 feet, and an arc distance of 458.40 feet to the end of said curve;

North 86° 59' 16" East - 843.93 feet to a 5/8-inch iron rod with TxDOT aluminum cap (bent) found for the beginning of a curve to the right;

in a southeasterly direction, with said curve to the right, having a radius of 2,789.79 feet, a central angle of 11° 36′ 51″, a chord bearing and distance of South 87° 12′ 18″ East - 564.54 feet, and an arc distance of 565.51 feet to a 5/8-inch iron rod with TxDOT aluminum cap (bent) found for the end of said curve;

South 81° 23' 53" East - 523.37 feet to a point in the west line of a 64.137 acre tract of land (Property No. 1) as described in the deed to Winslow Family Trust recorded in Montgomery County Clerk's File Number 2009-007415;

**THENCE** South 00°11'22" West - 912.78 feet (called South 03°30'34" West, 946.67 feet per M.C.C.F. No. 2009007415) with the west line of said 64.137 acre tract to a 1-inch iron pipe found for the northeast corner of a 10.003 acre tract of land (Property No. 2) as described in said deed and being an angle point in the west line of said 64.137 acre tract and being the southeast corner of the herein described tract;

**THENCE** South 86°54'18" West - 314.20 feet (called North 89°39'30" East, 314.37 feet per M.C.C.F. No. 2009007415) 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 hereof 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 - 1345.30 feet (called North 89°39'10" East - 1344.96 feet per Cabinet Z, Sheet 211) 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 the northeast corner of Tall Oaks Way (60 feet wide) (a private road), passing at 1146.74 feet the northeast corner of Lot 16, Block 2 of said Thousand Oaks Section Four, being the northwest corner of Unrestricted Reserve "B" of said Thousand Oaks Section Four, from which a found 5/8-inch iron rod with cap bears South 52°29'13" West, 1.65 feet and continuing to a found 3-inch steel pipe in the east line of said 107.715 acre tract, 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, at a distance of 2001.23 feet pass a 5/8-inch iron rod with cap stamped "HOVIS", in all a total distance of 2378.10 feet (called South 89°49'16" East, 2,378.10 feet per M.C.C.F. No. 2008104044) with the north line of said 107.715 acre tract to the **POINT OF BEGINNING** and containing 94.66 acres of land.

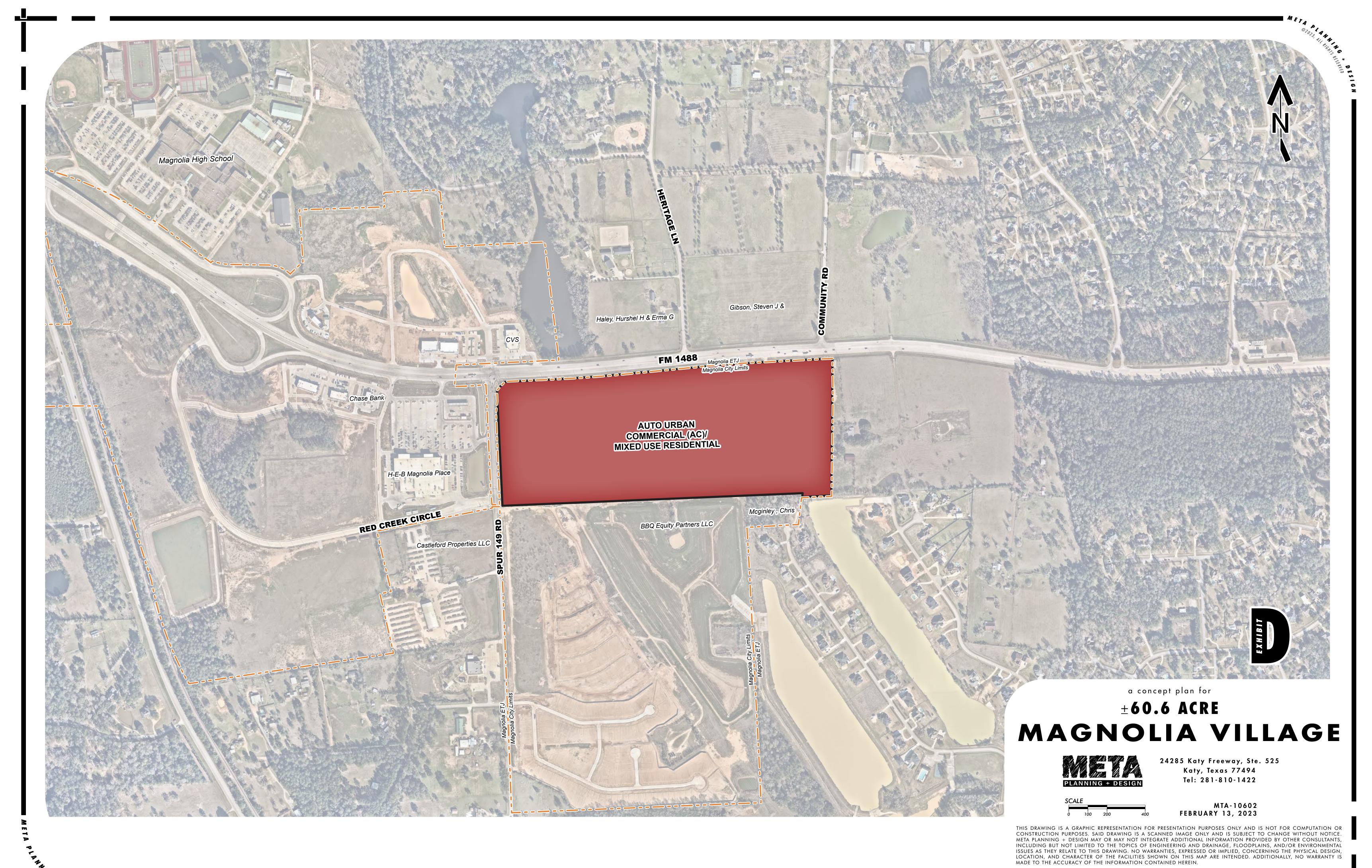
Prepared by: IDS Engineering Group Job No. 2024-014-00-520 December 29, 2017

Michael L. Swan

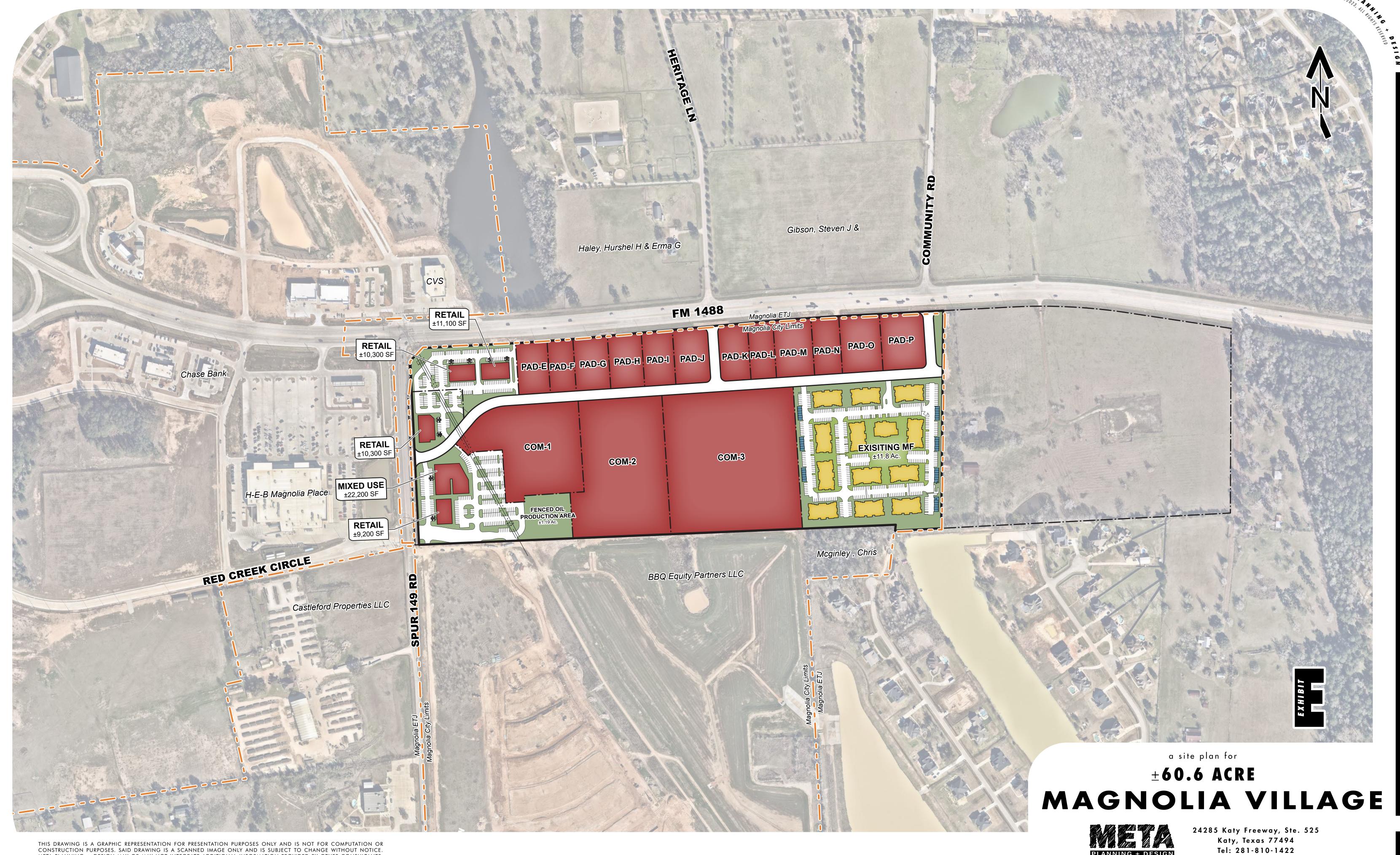
Registered Professional Land Surveyor

Michael & Swan

Texas Registration Number 5551



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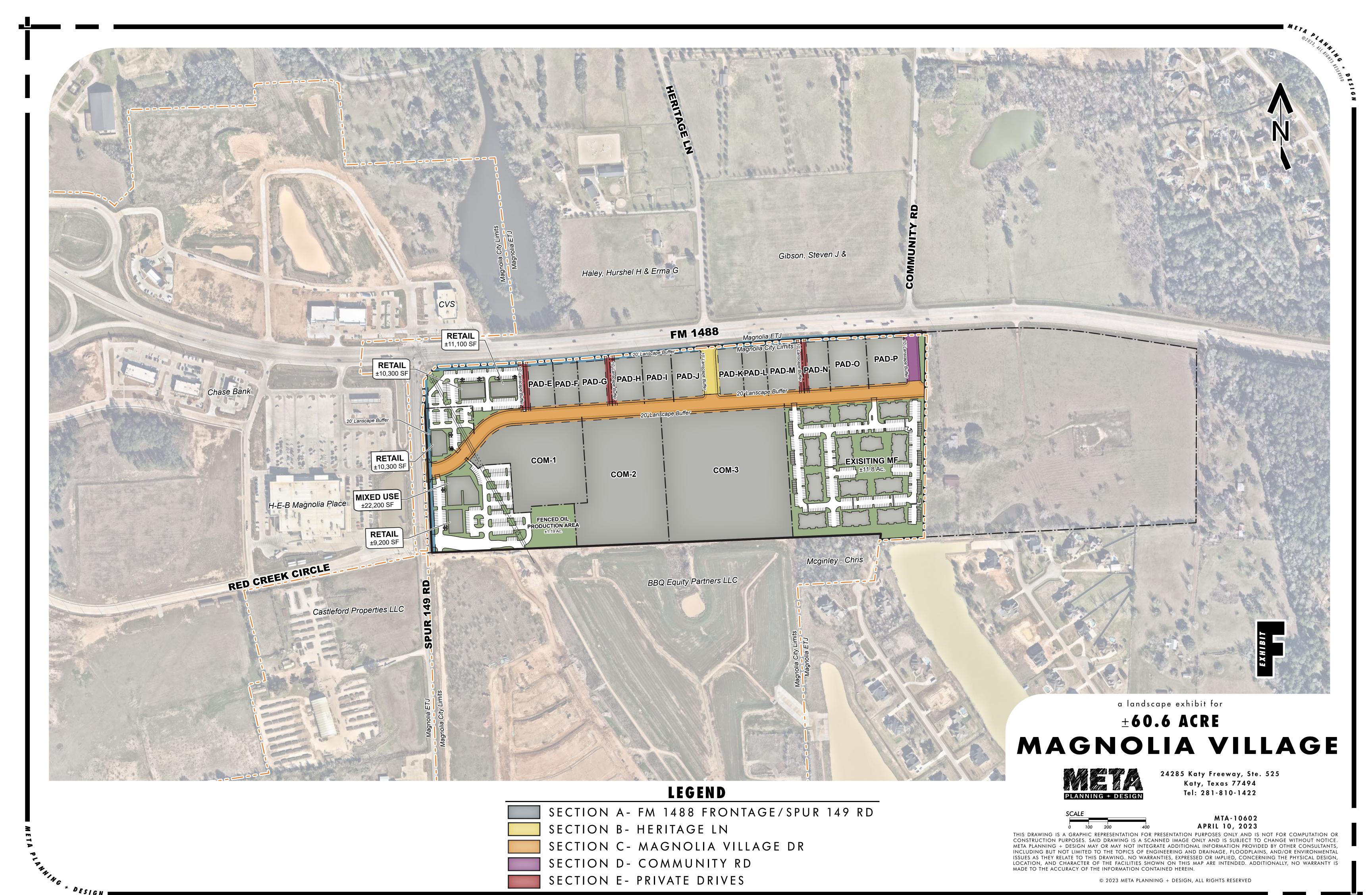


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MTA-10602 APRIL 3, 2023



#### Exhibit G

#### **Magnolia Village - Approved Planting List**

#### **Canopy Trees**

River Birch Betula nigra
Hackberry Celtis occidentalis
Ash Fraxinus sp.

Eastern Red Cedar Juniperus virginiana
White Mulberry Morus alba
Chinese Pistache Pistacis chinensis
Sycamore Platanus occidentalis
Bur Oak Quercus macrocarpa

Water Oak Quercus nigra Willow Oak Quercus phellos Live Oak Quercus virginiana **Bald Cypress** Taxodium distichum American Elm Ulmus Americana Cedar Elm Ulmus crassifolia Lacebark Elm Ulmus parvifolia Chinese Elm Ulmus pumila

#### **Evergreen Trees**

Savannah Holly Ilex opaca Savannah

Little Gem Magnolia Magnolia grandiflora 'Little Gem'

Crape Myrtle Lagerstroemia indica

Magnolia Magnolia
Loblolly Pine Pinus taeda

#### **Ornamental Trees**

Texas Buckeye Aesculus arguta
Red Bud Cercis Canadensis
Dessert Willow Chilopsis linearis
Possumhaw Ilex decidua
Vitex (Chastetree) Vitex agnus-castus

#### Shrubs

Abelia Spp.

Japanese Cleyera Cleyera japonica

Dwarf Burford Holly Ilex cornuta 'Burfordii' compacta

Dwarf YauponIlex vomioria 'Nana'Wax Leaf LigustrumLigustrum japonicumDwarf Wax MyrtleMyrica pussila

Dwarf Pittosporum Pittosporum tobira 'Wheeleri'

Indian Hawthorn Rhaphiolepsis indica

Double Knockout Rose Rosa x Radtko "Double Knockout"

Nearly Wild Rose Rosa x Radtko "Nearly Wild"

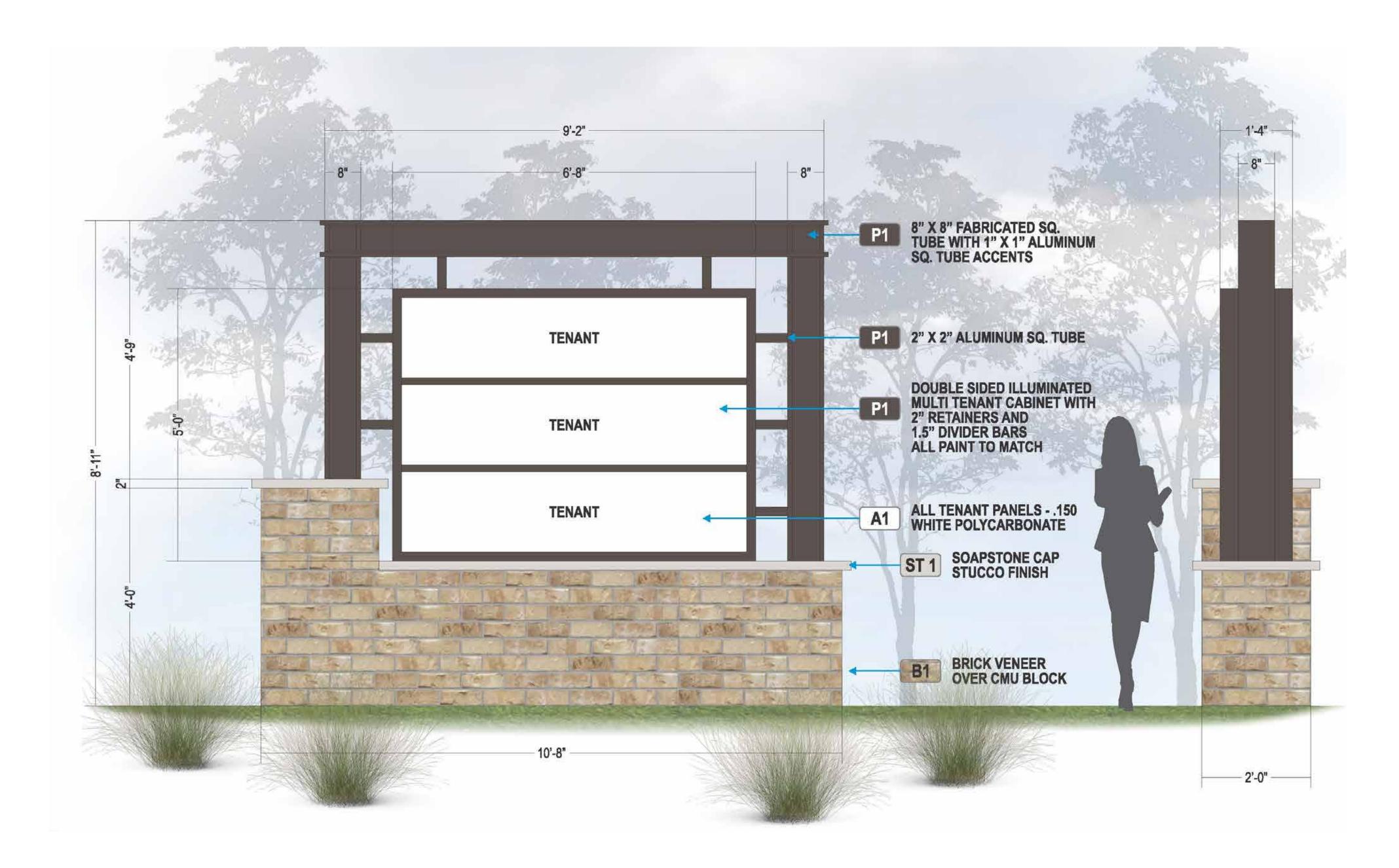
Loropetalum 'Purple Pixie' Loropetalum chinense "Purple Pixie"

Loropetalum 'Plum Delight' Loropetalum chinense rubrum "Plum Delight"

Texas Compact Sage Leucophyllum frutescens 'Compacta'

Pink Drift Groundcover Rose Rosa x `Meijocos`







# MAGNOLIA VILLAGE TYPE 'A' MONUMENT SIGN

signage designed by:

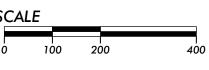


a signage exhibit for

# ±60.6 ACRE MAGNOLIA VILLAGE



24285 Katy Freeway, Ste. 525 Katy, Texas 77494 Tel: 281-810-1422

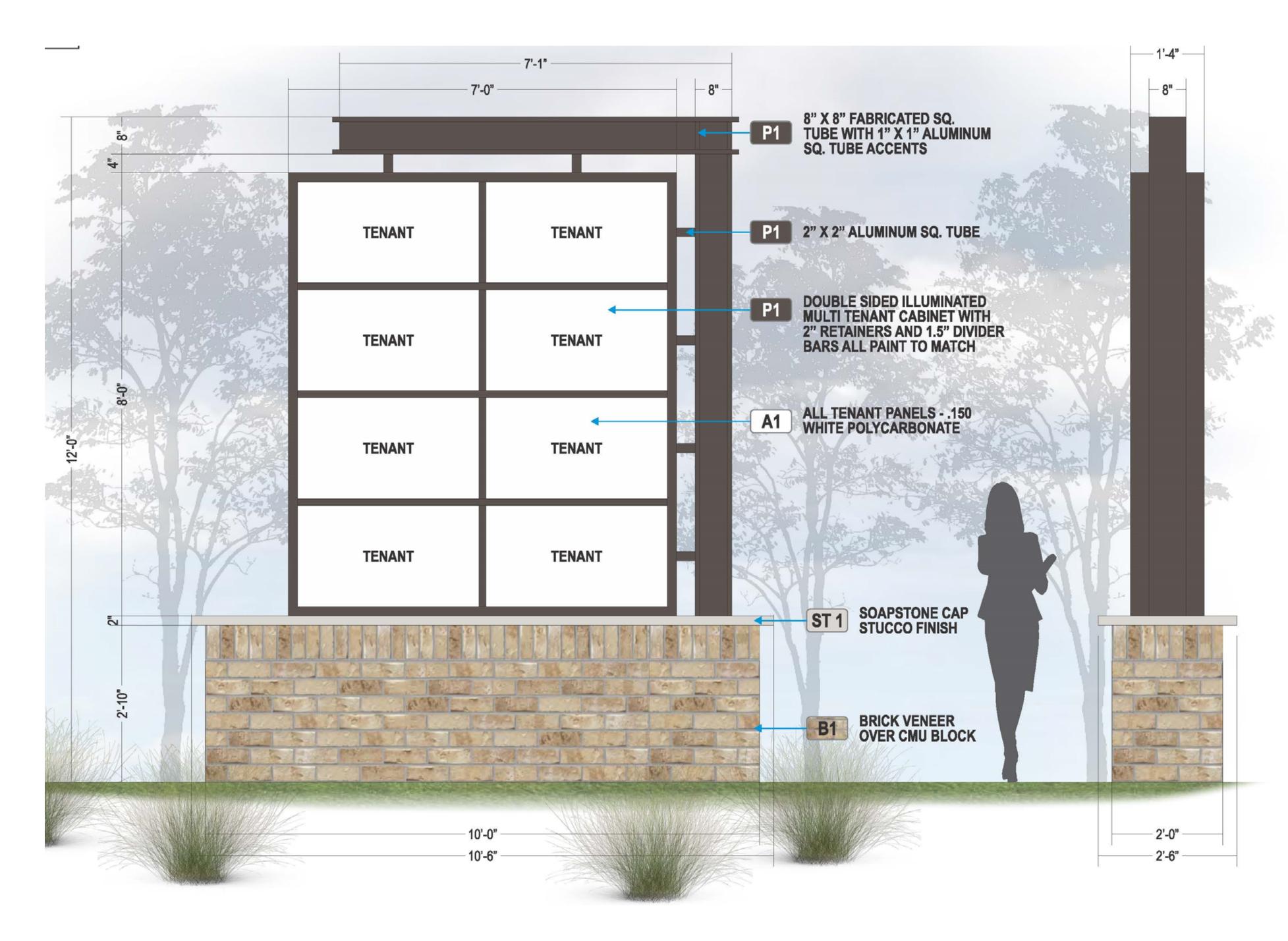


MTA-10602 FEBRUARY 14, 2023

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# EX HIBIT

# MAGNOLIA VILLAGE TYPE 'B' PYLON SIGN

signage designed by:

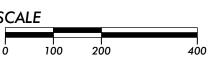


a signage exhibit for

# ±60.6 ACRE MAGNOLIA VILLAGE



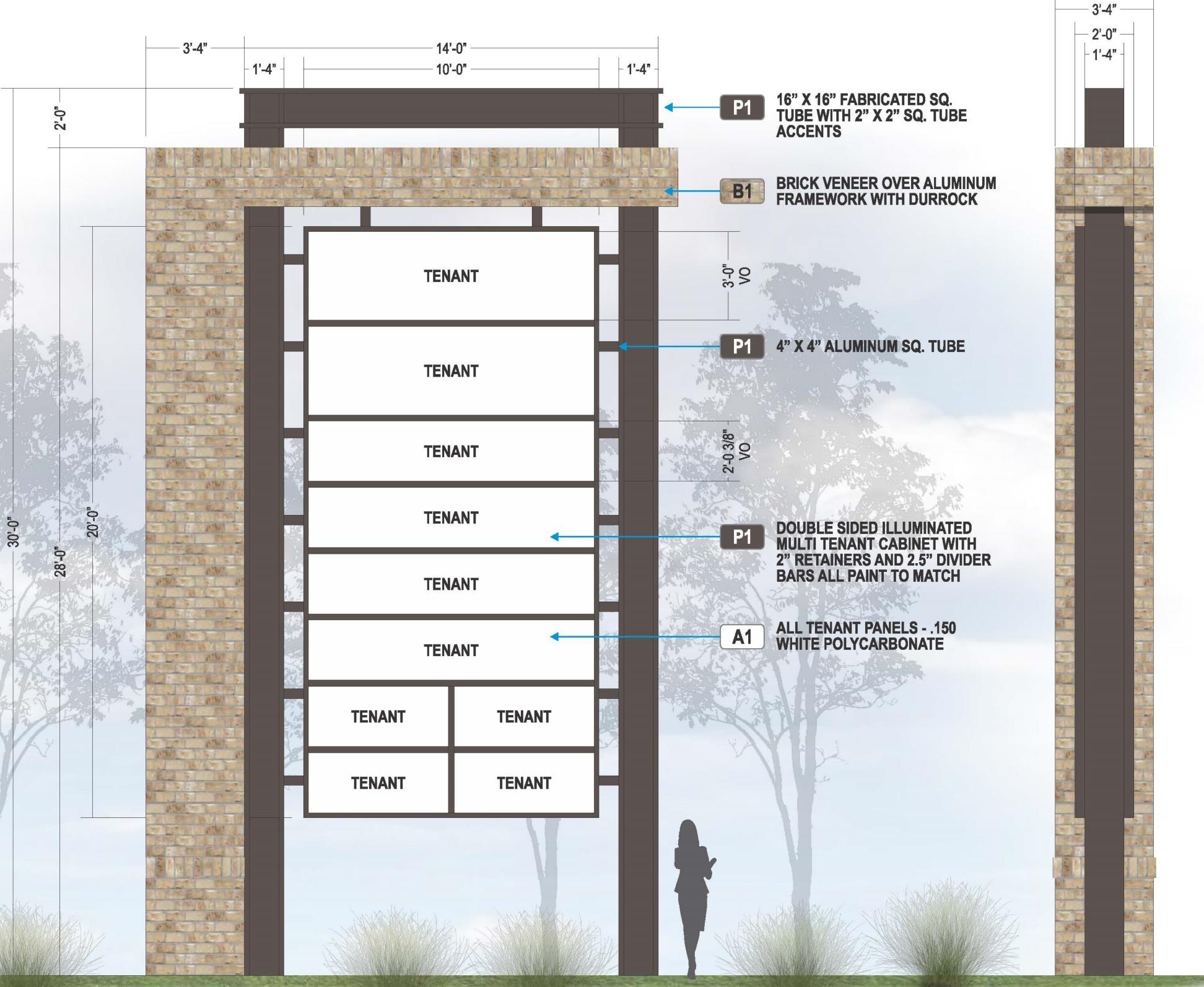
24285 Katy Freeway, Ste. 525 Katy, Texas 77494 Tel: 281-810-1422



MTA-10602 FEBRUARY 14, 2023

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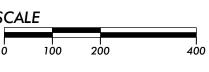
EXHIBIT

a signage exhibit for

# ±60.6 ACRE MAGNOLIA VILLAGE



24285 Katy Freeway, Ste. 525 Katy, Texas 77494 Tel: 281-810-1422



MTA-10602 FEBRUARY 14, 2023

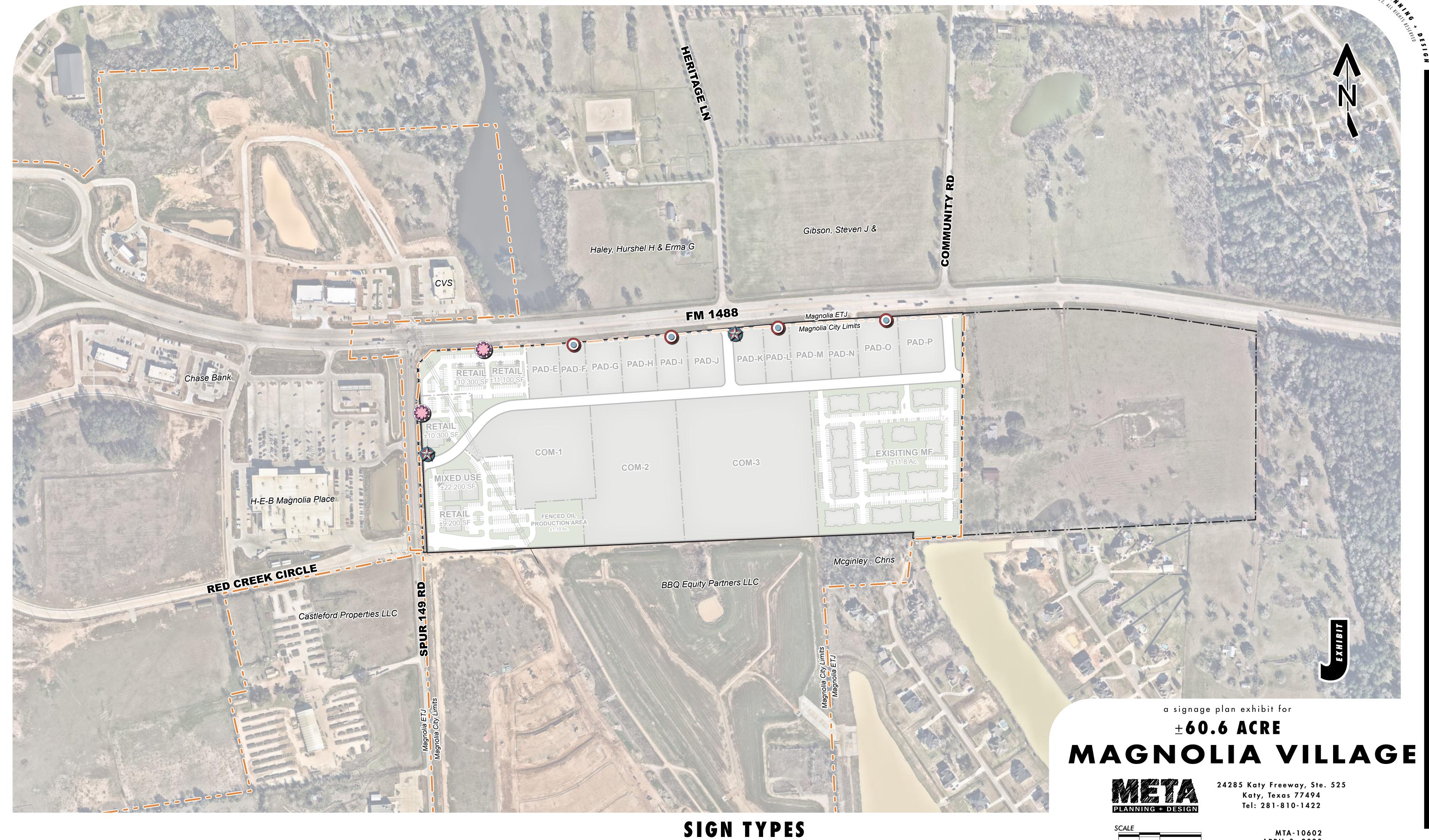
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MAGNOLIA VILLAGE TYPE 'C' PYLON SIGN

signage designed by:

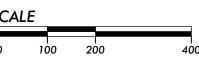






TYPE B- PYLON SIGN

TYPE C- PYLON SIGN



MTA-10602 APRIL 3, 2023

LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS

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# **Parkside**Capital

April 5, 2023

City of Magnolia Planning Department 18111 Buddy Riley Blvd. Magnolia, Tx 77354

Re: Magnolia East PD-1

This letter serves to confirm Parkside Capital, through its entity, Parkside Magnolia East LLC, as the original owner and developer that worked with the City of Magnolia to enact PD-1, supports the amendment being put forth by Gulf Coast Commercial.

Parkside Magnolia East, Ltd., retains ownership of 6.6 acres of the original 61 acres of land in PD-1 at the southeast corner of Spur 149 and FM 1488 in the City of Magnolia.

Parkside Capital has reviewed the amendment being put forth by Gulf Coast Commercial and believes Gulf Coast Commercial's amendment continues to ensure high quality development, long-term predictability, and adheres to the development standards in accordance with PD-1.

Sincerely,

Brett Walker, President Parkside Capital, LLC 832-265-6394

#### **ORDINANCE NO. O-2023-006**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS AMENDING THE CITY OF MAGNOLIA FEE SCHEDULE ATTACHED BY CHANGING THE FEES FOR SOLID WASTE SERVICES; AND DECLARING AN EFFECTIVE DATE.

\* \* \* \* \* \*

**WHEREAS**, the City Council of the City of Magnolia, Texas has previously adopted by Ordinance a City of Magnolia Fee Schedule which may be amended by Ordinance; and

**WHEREAS**, the City Council considers the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City; and

WHEREAS, pursuant to the laws of the State of Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Magnolia to amend the City of Magnolia Fee Schedule as set forth herein.

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

**Section 1.** The findings set forth above are incorporated into the body of this Ordinance.

**Section 2**. The City of Magnolia Fee Schedule is hereby amended as to Solid Waste Services fee shown below:

SOLID WASTE SERVICES							
Residential Rate:	\$23.45						
Senior Residential Rate (Inside city only)	\$21.21						

City staff is instructed to amend the Current City of Magnolia Fee Schedule to reflect the new Solid Waste Services rates.

<u>Section 3</u>. All ordinances of the City in conflict with the provisions of this Ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

<u>Section 4</u>. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this Ordinance.

**Section 5**. This Ordinance shall take effect immediately after its passage.

# PASSED AND APPROVED this \_\_\_\_\_th day of June, 2023.

INCOMPORATED 1968	CITY OF MAGNOLIA
The state of the s	Todd Kana, Mayor
ATTEST: CITY OF MAGNOLIA	
Christian Gable	
Interim City Secretary	



April 4, 2023

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

RE:

Contract for Residential and Commercial Garbage and Recycle Collection and Disposal Services between the City of Magnolia, Texas and Waste Corporation of Texas, L.P., a GFL Company – Modification of Monthly Unit Rate per Household

#### Dear Don:

In accordance with the current contract for Residential and Commercial Garbage and Recycle Collection and Disposal Services, section 3. Billings/Collections, paragraph B. allows for the rate of compensation to be automatically adjusted once each year on the anniversary date of the Contract (July 1) and continue through any and all renewal terms , by 100% of the increase of the most recently published Consumer Price Index-All Urban Consumers, Series CUSR0000SEHG, Water and Sewer and Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics. Please consider this letter as our request for a rate adjustment, effective July 1, 2023. Below, you will find the rate adjustment calculation as set forth in the contract under Section 3.B. In addition, you will find attached all of the supporting documentation and data used in the rate adjustment calculation, as set forth in Section 3.B. Please let me know if you would like to discuss the rate adjustment. Thank you in advance for your consideration in this matter.

Item 1: The Index value for March of the current year, 2023.

As per the contract, the Consumer Price Index-All Urban Consumers (CPI-U), Series CUSR0000SEHG, Water and Sewer and Trash Collection, published by the U.S. Department of Labor, Bureau of Labor Statistics was used for the purpose of this calculation.

Index value for March 2023 = 284.060



Item 2: The Index value for March of the previous year, 2022.

The index for CPI-U, Series CUSR0000SEHG (Water and Sewer and Trash Collection) for February 2022 was used for the purpose of this calculation.

Index value for March 2022 = 269.520

Item 3: The net percentage change.

Net percentage change in index values = (284.060-269.520)/269.520 x 100 = 5.39%

Item 4: The proposed increase in fees to be charged:

Current Residential Rate per home = \$17.04

Rate increase = 5.39% (Section 3.B. 100% of the increase of the most recently published Series CUSR0000SEHG)

Proposed Rate per home = \$17.96

**Variance** = \$0.92

Please let me know if you would like to discuss the Rate Adjustment. Thank you in advance for your consideration in this matter.

Best Regards,

Suzanne Haboush
Government Contracts Manager



#### **Comparative Statement - Index**

#### CPI for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG

Seasonally Adjusted

Series Wat

Water and sewer and trash collection services in U.S. city average, all urban

Title:

consumers, seasonally adjusted

Area:

U.S. city average

Item:

Water and sewer and trash collection services

Base

**DECEMBER 1997=100** 

Period:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	194.548	195.060	195.671	196.180	196.872	197.503	198.145	198.366	198.742	199.822	200.186	200.661
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900	206.330	207.704	208.734	209.853
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297	245.999	247.071	247.439	247.762
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648	254.318	255.077	255.747	256.642
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402	263.733	264.553	264.721	265.570
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523	276.684	277.156	278.018	278.703
2023	281.078	283.302	284.060									



#### City of Magnolia Roll Off Container Summary

WCA (GFL) shall provide the City of Magnolia with three (3) 30-yard roll off hauls per year at no charge.

Additional 30-yard haul rates are as follows (City Rate Only):

	CURRENT Rate	NEW Rate	Variance			
Delivery	\$ 100.00	\$ 105.39	\$	5.39		
Haul	\$300.00 + \$35.19/Ton	\$ 316.17 + \$ 37.09/Ton	\$16.17 + \$1.90/Ton			
Rental	\$ 60.00	\$ 63.23	\$	3.23		

Delivery rate only applies to the initial delivery to the location. Rental fee is per month and will be prorated if container is removed before 30 days. Fuel, taxes and applicable fees not included.

#### <u>City of Magnolia Roll Off-Customer Container Matrix</u> CURRENT Rates

COUNTENT Rates									
Size	Туре	Delivery	F	Rental	Haul	Dispo	osal/Ton		
20	Perm	\$ 100.00	\$	60.00	\$ 300.00	\$	35.19		
20	Temp	\$ 100.00	\$	120.00	\$ 300.00	\$	35.19		
30	Perm	\$ 100.00	\$	60.00	\$ 360.00	\$	35.19		
30	Temp	\$ 100.00	\$	120.00	\$ 360.00	\$	35.19		
40	Perm	\$ 100.00	\$	60.00	\$ 400.00	\$	35.19		
40	Temp	\$ 100.00	\$	120.00	\$ 400.00	\$	35.19		
Size	Туре	Delivery	Rental		Haul	Dispo	osal/Ton		
XX	Comp	TBD	\$	475.00	\$ 475.00	\$	35.19		

#### **NEW Rates**

Size	Туре	Delivery	F	Rental	Haul	Disp	osal/Ton
20	Perm	\$ 105.39	\$	63.23	\$ 316.17	\$	37.09
20	Temp	\$ 105.39	\$	126.47	\$ 316.17	\$	37.09
30	Perm	\$ 105.39	\$	63.23	\$ 379.40	\$	37.09
30	Temp	\$ 105.39	\$	126.47	\$ 379.40	\$	37.09
40	Perm	\$ 105.39	\$	63.23	\$ 421.56	\$	37.09
40	Temp	\$ 105.39	\$	126.47	\$ 421.56	\$	37.09
Size	Туре	Delivery	Rental		Haul	Disposal/Ton	
XX	Comp	TBD	\$	500.60	\$ 500.60	\$	37.09



#### **VARIANCE**

Size	Туре	De	livery	R	ental	Haul	Dispo	sal/Ton
20	Perm	\$	5.39	\$	3.23	\$ 16.17	\$	1.19
20	Temp	\$	5.39	\$	6.47	\$ 16.17	\$	1.19
30	Perm	\$	5.39	\$	3.23	\$ 19.40	\$	1.19
30	Temp	\$	5.39	\$	6.47	\$ 19.40	\$	1.19
40	Perm	\$	5.39	\$	3.23	\$ 21.56	\$	1.19
40	Temp	\$	5.39	\$	6.47	\$ 21.56	\$	1.19
Size	Туре	Delivery		Rental		Haul	Disposal/Ton	
XX	Comp	1	ΓBD	\$	25.60	\$ 25.60	\$	1.19

#### Comparative Statement – Fees continued

# <u>City of Magnolia - Customer Commercial Service Matrix</u>

#### **CURRENT Rates**

Size	1X/Week	2X/Wee	ek 3X/Week	4X/	Week	5X/Week	Extra P.U.	
2	\$ 72.00	N/A	N/A	1	N/A	N/A	\$	85.00
3	\$ 78.50	\$ 124.	00 N/A	1	N/A	N/A	\$	85.00
4	\$ 95.00	\$ 145.	00 N/A	1	N/A	N/A	\$	85.00
6	\$ 105.00	\$ 158.	00 \$ 235.00	1	N/A	N/A	\$	85.00
8	\$ 112.00	\$ 191.	.00 \$ 262.80	\$	323.87	N/A	\$	85.00

#### **NEW Rates**

Size	1X/Week	2X/Week		3X/Week	3X/Week 4X/Week		5X/Week	Ext	ra P.U.
2	\$ 75.88	N/A		N/A		N/A	N/A	\$	89.58
3	\$ 82.73	\$	130.68	N/A		N/A	N/A	\$	89.58
4	\$ 100.12	\$	152.82	N/A		N/A	N/A	\$	89.58
6	\$ 110.66	\$	166.52	\$ 247.67		N/A	N/A	\$	89.58
8	\$ 118.04	\$	201.29	\$ 276.96	\$	341.33	N/A	\$	89.58

#### **VARIANCE**

Size	1X/	Week	2X/Week		3X/Week	4	X/Week	5X/Week	Extra P.U	
2	\$	3.88		N/A	N/A		N/A	N/A	\$	4.58
3	\$	4.23	\$	6.68	N/A		N/A	N/A	\$	4.58
4	\$	5.12	\$	7.85	N/A		N/A	N/A	\$	4.58
6	\$	5.66	\$	8.52	\$ 12.67		N/A	N/A	\$	4.58
8	\$	6.04	\$	10.29	\$ 14.16	\$	17.46	N/A	\$	4.58

# THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019

May 24, 2023

#### CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Via E-Mail

Mr. Leonard Schneider City Attorney – City of Magnolia Liles Parker PLLC 2261 Northpark Dr., Suite 445 Kingwood, TX 77339

Re: EPCOR's 2023 Proposed Variance to its Ad Valorem Tax Adjustment Tariff

Dear Mr. Schneider:

On May 5, 2023, EPCOR Gas Texas, Inc. ("EPCOR" or "Company") filed with the City of Magnolia ("City") a request for a billing variance related to its Ad Valorem Tax Adjustment Tariff approved in EPCOR's last base rate case, which currently contemplates a one-month billing period to recover the Company's annual property tax expense from customers. A similar request was made by the Company and approved by the City last year.

The Company's property tax expense increased significantly beginning last year due to the addition of new property, including a new office building in Magnolia and the merger of Alamo Pipeline into EPCOR. The Company states that, if property taxes are billed as provided by its current Ad Valorem Tax Adjustment Tariff, residential customers would be charged approximately \$40.00 in one month. EPCOR proposes to spread the tax adjustment over six months to reduce the impact on customers' bills, so that the average bill impact for residential customers is expected to be \$6.33 per month for six months rather than \$40.00 in one month.

The Ad Valorem Tax Adjustment Tariff approved in EPCOR's last base rate case requires EPCOR to reconcile the amount collected under the tariff to ensure that it does not over-collect or under-collect relative to the Company's actual property tax expense. This requirement will still apply and, as an additional safeguard, the Company has proposed to adjust the amount billed in the sixth month, December 2023, to eliminate any over- or under-collection of the total tax adjustment.

We have reviewed the Company's request and recommend that the City approve the billing variance as proposed. The Company will collect the same amount it is already entitled to collect,

but it will be spread out over a longer time period. The timing of the Company's filing also allows the six-month collection period to end before the heating season, when customer usage and bills typically increase. Finally, the amounts collected will remain subject to reconciliation so that the Company will not over-recover with its proposal. We believe this is a reasonable way to mitigate the impact of EPCOR's large property tax increase on customers.

Attached to this letter is a proposed ordinance for your consideration. This ordinance will approve the Company's request as filed. Approval of the proposed variance at the upcoming June meeting will allow the Company to put the variance into effect in time to complete the six-month billing period before the heating season begins. **Please send a completed copy of the final ordinance to us by email: molly@mayhallvandervoort.com.** 

If there are any questions or concerns, please do not hesitate to call.

Sincerely,

Molly Mayhall Vandervoort

MCM Vandervoort

#### **ORDINANCE NO. 0-2023-007**

AN ORDINANCE BY THE CITY OF MAGNOLIA, TEXAS, APPROVING THE BILLING VARIANCE REQUEST OF EPCOR GAS TEXAS INC. FILED ON MAY 5, 2023; REQUIRING EPCOR GAS TEXAS, INC. TO PROVIDE AN UPDATED TARIFF AND OTHER FILINGS IN COMPLIANCE WITH THE APPROVED VARIANCE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on May 5, 2023, EPCOR Gas Texas Inc. ("EPCOR" or "Company") filed a request for a variance for the billing of its Ad Valorem Tax Adjustment Tariff within the incorporated service areas of the City of Magnolia ("City"); and

WHEREAS, the City has exclusive original jurisdiction over the rates and services of a gas utility within its municipal borders pursuant to the Gas Utility Regulatory Act, Tex. Util. Code § 103.001; and

WHEREAS, the Company's Ad Valorem Tax Adjustment Tariff, which was approved in City of Magnolia Ordinance No. O-2020-027, contemplates a one-month billing period to recover the Company's annual property tax expense from customers; and

WHEREAS, the Company's property tax expense increased significantly beginning last year due to the addition of new property, including a new office building in Magnolia and the merger of Alamo Pipeline into EPCOR; and

WHEREAS, the Company states that, if property taxes are billed as provided by its Ad Valorem Tax Adjustment Tariff, residential customers would be charged approximately \$40.00 in one month; and

WHEREAS, EPCOR proposes to spread the tax adjustment over six months, from July to December, to reduce the impact on customers' bills; and

WHEREAS, under the Company's proposal, the average bill impact for residential customers is expected to be \$6.33 per month for six months rather than \$40.00 in one month; and

WHEREAS, the Company proposes to adjust the amount billed in the sixth month, December 2023, to eliminate any over- or under-collection of the total tax adjustment; and

WHEREAS, all amounts collected under the Ad Valorem Tax Adjustment Tariff are subject to reconciliation; and

WHEREAS, the City finds that the Company's proposal will mitigate the monthly bill impact to the Company's customers and that the proposed adjustment to the Ad Valorem Tax Adjustment Tariff is revenue neutral.

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

- Section 1. The statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.
- Section 2. The City of Magnolia hereby approves the Company's proposed billing variance as requested in the Company's filing on or about May 5, 2023.
- Section 3. EPCOR is hereby ordered to file with the City a revised Ad Valorem Tax Adjustment Tariff consistent with this Ordinance, to the extent it has not already been provided.
- Section 4. The Company shall provide a Compliance Filing no later than December 1, 2023, detailing the amount of ad valorem tax recovered from July through November, and identifying the volumetric rate for the final month of recovery.
- Section 5. The Company shall complete the reconciliation requirement described in the rate schedule after the ad valorem tax recovery ends in December.
- Section 6. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
  - Section 7. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this	day of	, 2023
ATTEST:		



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-458523-45043.860BJ

Issued: 04/27/2023

Quote Expiration: 06/15/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 308500 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-18111 Buddy Riley Blvd 18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA	Magnolia Police Dept TX  18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
Kyle Montgomery	Brandon Jones
Phone: 281-356-2500 Email: kmontgomery@cityofmagnolia.com Fax:	Phone: (480) 569-7841 Email: brjones@axon.com Fax:

### **Quote Summary**

Program Length	60 Months
TOTAL COST	\$154,786.80
ESTIMATED TOTAL W/ TAX	\$154,786.80

## **Discount Summary**

Average Savings Per Year	\$6,577.20
TOTAL SAVINGS	\$32,886.00

## **Payment Summary**

Date	Subtotal	Tax	Total
Feb 2024	\$30,957.44	\$0.00	\$30,957.44
Feb 2025	\$30,957.34	\$0.00	\$30,957.34
Feb 2026	\$30,957.34	\$0.00	\$30,957.34
Feb 2027	\$30,957.34	\$0.00	\$30,957.34
Feb 2028	\$30,957.34	\$0.00	\$30,957.34
Total	\$154,786.80	\$0.00	\$154,786.80

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 Quote Unbundled Price:
 \$187,672.80

 Quote List Price:
 \$171,981.60

 Quote Subtotal:
 \$154,786.80

# **Pricing**

#### All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	14	60	\$223.42	\$204.74	\$184.27	\$154,786.80	\$0.00	\$154,786.80
Total							\$154,786.80	\$0.00	\$154,786.80

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# **Delivery Schedule**

#### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	14	02/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	14	02/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	14	02/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	14	02/01/2024
Fleet 3 Basic + TAP	72048	FLEET SIM INSERTION, ATT	14	02/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	14	02/01/2029

#### Software

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	14	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	28	03/01/2024	02/28/2029

#### Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	14

#### Warranties

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	14	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	14	02/01/2025	02/28/2029

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# **Payment Details**

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$30,957.44	\$0.00	\$30,957.44
Total				\$30,957.44	\$0.00	\$30,957.44
Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$30,957.34	\$0.00	\$30,957.34
Total				\$30,957.34	\$0.00	\$30,957.34
Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$30,957.34	\$0.00	\$30,957.34
Total				\$30,957.34	\$0.00	\$30,957.34
Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$30,957.34	\$0.00	\$30,957.34
Total				\$30,957.34	\$0.00	\$30,957.34
Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$30,957.34	\$0.00	\$30,957.34
Total				\$30,957.34	\$0.00	\$30,957.34

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

#### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <a href="https://www.axon.com/legal/sales-terms-and-conditions">www.axon.com/legal/sales-terms-and-conditions</a>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature	Date Signed

4/27/2023



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Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737

International: +1.800.978.2737

Q-458528-45043.860BJ

Issued: 04/27/2023

Quote Expiration: 06/15/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 308500 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-18111 Buddy Riley Blvd 18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA	Magnolia Police Dept TX  18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
Kyle Montgomery	Brandon Jones
Phone: 281-356-2500 Email: kmontgomery@cityofmagnolia.com Fax:	Phone: (480) 569-7841 Email: brjones@axon.com Fax:

### **Quote Summary**

Program Length	60 Months
TOTAL COST	\$55,938.95
ESTIMATED TOTAL W/ TAX	\$55,938.95

### **Discount Summary**

Average Savings Per Year	\$2,136.33
TOTAL SAVINGS	\$10,681.65

## **Payment Summary**

Date	Subtotal	Tax	Total
Sep 2023	\$11,187.79	\$0.00	\$11,187.79
Sep 2024	\$11,187.79	\$0.00	\$11,187.79
Sep 2025	\$11,187.79	\$0.00	\$11,187.79
Sep 2026	\$11,187.79	\$0.00	\$11,187.79
Sep 2027	\$11,187.79	\$0.00	\$11,187.79
Total	\$55,938.95	\$0.00	\$55,938.95

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 Quote Unbundled Price:
 \$66,620.60

 Quote List Price:
 \$58,880.00

 Quote Subtotal:
 \$55,938.95

# **Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	2021 Taser 7 Basic Bundle	20	57	\$52.79	\$46.00	\$43.70	\$49,820.55	\$0.00	\$49,820.55
A la Carte Hardy	vare								
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	80			\$40.25	\$38.24	\$3,059.20	\$0.00	\$3,059.20
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS	80			\$40.25	\$38.24	\$3,059.20	\$0.00	\$3,059.20
Total							\$55,938.95	\$0.00	\$55,938.95

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# **Delivery Schedule**

#### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	20	05/01/2023
2021 Taser 7 Basic Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	24	05/01/2023
2021 Taser 7 Basic Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	20	05/01/2023
2021 Taser 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	05/01/2023
2021 Taser 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	05/01/2023
2021 Taser 7 Basic Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	05/01/2023
2021 Taser 7 Basic Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	05/01/2023
2021 Taser 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	05/01/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	05/01/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	05/01/2023

#### Software

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	20	09/15/2023	05/31/2028
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	09/15/2023	05/31/2028

#### Warranties

77411411100					
Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
2021 Taser 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	24	05/01/2024	05/31/2028
2021 Taser 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	20	05/01/2024	05/31/2028
2021 Taser 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	05/01/2024	05/31/2028

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# **Payment Details**

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 1	T7Basic	2021 Taser 7 Basic Bundle	20	\$9,964.11	\$0.00	\$9,964.11
Total				\$11,187.79	\$0.00	\$11,187.79
Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 2	T7Basic	2021 Taser 7 Basic Bundle	20	\$9,964.11	\$0.00	\$9,964.11
Total				\$11,187.79	\$0.00	\$11,187.79
Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 3	T7Basic	2021 Taser 7 Basic Bundle	20	\$9,964.11	\$0.00	\$9,964.11
Total				\$11,187.79	\$0.00	\$11,187.79
Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 4	T7Basic	2021 Taser 7 Basic Bundle	20	\$9,964.11	\$0.00	\$9,964.11
Total				\$11,187.79	\$0.00	\$11,187.79
Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$611.84	\$0.00	\$611.84
Year 5	T7Basic	2021 Taser 7 Basic Bundle	20	\$9,964.11	\$0.00	\$9,964.1
Total				\$11,187.79	\$0.00	\$11,187.79

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

#### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <a href="www.axon.com/legal/sales-terms-and-conditions">www.axon.com/legal/sales-terms-and-conditions</a>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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	<del></del>
Signature	Date Signed

4/27/2023



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Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-461186-45043.861BJ

Issued: 04/27/2023

Quote Expiration: 06/15/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 308500 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-18111 Buddy Riley Blvd 18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA	Magnolia Police Dept TX  18111 Buddy Riley Blvd Magnolia, TX 77354-5864 USA Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
Kyle Montgomery	Brandon Jones
Phone: 281-356-2500 Email: kmontgomery@cityofmagnolia.com Fax:	Phone: (480) 569-7841 Email: brjones@axon.com Fax:

# **Quote Summary**

Program Length	60 Months
TOTAL COST	\$110,740.32
ESTIMATED TOTAL W/ TAX	\$110,740.32

# **Discount Summary**

Average Savings Per Year	\$3,653.15
TOTAL SAVINGS	\$18,265.76

# **Payment Summary**

Date	Subtotal	Tax	Total
Sep 2023	\$22,148.06	\$0.00	\$22,148.06
Sep 2024	\$22,148.06	\$0.00	\$22,148.06
Sep 2025	\$22,148.06	\$0.00	\$22,148.06
Sep 2026	\$22,148.06	\$0.00	\$22,148.06
Sep 2027	\$22,148.08	\$0.00	\$22,148.08
Total	\$110,740.32	\$0.00	\$110,740.32

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Quote Unbundled Price:\$129,006.08Quote List Price:\$119,342.72Quote Subtotal:\$110,740.32

# **Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	56	\$74.54	\$34.66	\$34.66	\$3,881.92	\$0.00	\$3,881.92
BWCamTAP	Body Worn Camera TAP Bundle	20	56	\$37.14	\$32.50	\$32.50	\$36,400.00	\$0.00	\$36,400.00
A la Carte Hardwa	re								
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40			\$1.00	\$1.00	\$40.00	\$0.00	\$40.00
75015	SIGNAL SIDEARM KIT	20			\$249.00	\$249.00	\$4,980.00	\$0.00	\$4,980.00
AB3C	AB3 Camera Bundle	20			\$749.00	\$237.68	\$4,753.60	\$0.00	\$4,753.60
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
A la Carte Softwar	e								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	56		\$0.55	\$0.55	\$12,320.00	\$0.00	\$12,320.00
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	56		\$20.00	\$20.00	\$22,400.00	\$0.00	\$22,400.00
BasicLicense	Basic License Bundle	18	56		\$15.00	\$16.25	\$16,380.00	\$0.00	\$16,380.00
ProLicense	Pro License Bundle	2	56		\$39.00	\$42.25	\$4,732.00	\$0.00	\$4,732.00
A la Carte Services	S								
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$110,740.32	\$0.00	\$110,740.32

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# **Delivery Schedule**

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	22	04/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	20	04/15/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	22	04/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	04/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	04/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	04/15/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	04/15/2023
A la Carte	75015	SIGNAL SIDEARM KIT	20	04/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	11/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	11/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	05/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	05/15/2028

## Software

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	09/15/2023	05/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	18	09/15/2023	05/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	09/15/2023	05/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	09/15/2023	05/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	09/15/2023	05/14/2028
A la Carte	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	09/15/2023	05/14/2028

## Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

# Warranties

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	09/15/2023	05/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	05/15/2024	05/14/2028

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# **Payment Details**

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	\$8.00	\$0.00	\$8.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$2,464.00	\$0.00	\$2,464.00
Year 1	75015	SIGNAL SIDEARM KIT	20	\$996.00	\$0.00	\$996.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 1	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	\$4,480.00	\$0.00	\$4,480.00
Year 1	AB3C	AB3 Camera Bundle	20	\$950.72	\$0.00	\$950.72
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 1	BasicLicense	Basic License Bundle	18	\$3,276.00	\$0.00	\$3,276.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$776.38	\$0.00	\$776.38
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,280.00	\$0.00	\$7,280.00
Year 1	ProLicense	Pro License Bundle	2	\$946.40	\$0.00	\$946.40
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	20	\$0.00	\$0.00	\$0.00
Total				\$22,148.06	\$0.00	\$22,148.06

Sep 2024						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	\$8.00	\$0.00	\$8.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$2,464.00	\$0.00	\$2,464.00
Year 2	75015	SIGNAL SIDEARM KIT	20	\$996.00	\$0.00	\$996.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 2	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	\$4,480.00	\$0.00	\$4,480.00
Year 2	AB3C	AB3 Camera Bundle	20	\$950.72	\$0.00	\$950.72
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 2	BasicLicense	Basic License Bundle	18	\$3,276.00	\$0.00	\$3,276.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$776.38	\$0.00	\$776.38
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,280.00	\$0.00	\$7,280.00
Year 2	ProLicense	Pro License Bundle	2	\$946.40	\$0.00	\$946.40
Total				\$22,148.06	\$0.00	\$22,148.06

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	\$8.00	\$0.00	\$8.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$2,464.00	\$0.00	\$2,464.00
Year 3	75015	SIGNAL SIDEARM KIT	20	\$996.00	\$0.00	\$996.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 3	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	\$4,480.00	\$0.00	\$4,480.00
Year 3	AB3C	AB3 Camera Bundle	20	\$950.72	\$0.00	\$950.72
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 3	BasicLicense	Basic License Bundle	18	\$3,276.00	\$0.00	\$3,276.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$776.38	\$0.00	\$776.38
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,280.00	\$0.00	\$7,280.00

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Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	2	\$946.40	\$0.00	\$946.40
Total				\$22,148.06	\$0.00	\$22,148.06

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	\$8.00	\$0.00	\$8.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$2,464.00	\$0.00	\$2,464.00
Year 4	75015	SIGNAL SIDEARM KIT	20	\$996.00	\$0.00	\$996.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 4	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	\$4,480.00	\$0.00	\$4,480.00
Year 4	AB3C	AB3 Camera Bundle	20	\$950.72	\$0.00	\$950.72
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 4	BasicLicense	Basic License Bundle	18	\$3,276.00	\$0.00	\$3,276.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$776.38	\$0.00	\$776.38
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,280.00	\$0.00	\$7,280.00
Year 4	ProLicense	Pro License Bundle	2	\$946.40	\$0.00	\$946.40
Total				\$22,148.06	\$0.00	\$22,148.06

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	\$8.00	\$0.00	\$8.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$2,464.00	\$0.00	\$2,464.00
Year 5	75015	SIGNAL SIDEARM KIT	20	\$996.00	\$0.00	\$996.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 5	85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	20	\$4,480.00	\$0.00	\$4,480.00
Year 5	AB3C	AB3 Camera Bundle	20	\$950.72	\$0.00	\$950.72
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 5	BasicLicense	Basic License Bundle	18	\$3,276.00	\$0.00	\$3,276.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$776.40	\$0.00	\$776.40
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,280.00	\$0.00	\$7,280.00
Year 5	ProLicense	Pro License Bundle	2	\$946.40	\$0.00	\$946.40
Total				\$22,148.08	\$0.00	\$22,148.08

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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	-
Signature	Date Signed

4/27/2023



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May 15, 2023

Samantha Stried Reiter General Manager

Board of Directors

Jim Spigener President

Stuart Traylor Vice-President

Jonathan Prykryl

Janice Thigpen Secretary

Jon Paul Bouché

Kenneth Earnest

Garry O. Dent

Plant Operator City of Magnolia 18111 Buddy Riley Blvd. Magnolia, TX 77354

RE: Calendar Year 2022 Overproduction of Permit No. HUP039 & OP-04041601D

To Whom It May Concern:

Rules adopted by the Lone Star Groundwater Conservation District expressly prohibit any person from withdrawing, or causing to be withdrawn, groundwater from within the District's boundaries in an amount that exceeds the amount specifically authorized by the District's Rules or any permit issued by the District.

Based on 2022 groundwater production records you previously submitted to the District, it appears that you produced more water during 2022 than you were authorized to produce pursuant to the District's rules and terms of the above-referenced permit. As a result, you will find enclosed a Notice of Violation issued by the District setting forth the basis of the violation and the specific required actions that must be completed to address each violation raised therein. It is your responsibility to thoroughly read and understand the information provided to you in the Notice of Violation, and to timely respond to any deadlines it provides.

Pursuant to Rule 8.1(c) the District may impose an overproduction disincentive penalty of \$6.00 per each 1,000 gallons of water overproduced, in addition to the Water Use Fees and applicable non-compliance penalty (per Rule 12.8), which can range by severity and demonstrated repeat non-compliance.

According to the District's penalty schedule, the initial fines and fees owed to the District for your 2022 overproduction total \$20,558.34. After review of the violation and taking into consideration various factors in Rule 12.8(c) (e.g., compliance history, 2022 drought conditions, 2020 changes to District Rules that no longer authorize a retroactive amendment to a permit that were fully implemented in 2022), the actual assessed 2022 overproduction fines and fees for your permit are \$7,131.86.

The rule change in 2020, which no longer authorizes a retroactive amendment to a permit, was a consideration for penalties in 2022 since 2022 was the first year of full implementation of that rule after all perpetual permits were reissued and will not be a consideration with respect to penalties assessed in future years. If you need to amend your permit due to increased demand, it is your responsibility to file an application and obtain approval for an increased allocation before you exceed the allocation in your permit. If you exceed the allocation in your permit before you obtain approval for an increase, you will be in violation of your permit and full penalties will be assessed. As always, it is your responsibility to monitor the production under your permit on a regular basis and produce groundwater within the terms of your permit.

District Rules give the General Manager the authorization to enter into voluntary compliance agreements - or consent orders - with any person whom the General Manager believes is responsible for non-compliance with a District Rule or permit term. Accordingly, I have enclosed the terms of a proposed consent order for you to consider executing in lieu of the enclosed proposed consent order terms will be available to you until close of Violation. June 15, 2023. After that time, the District's offer of the consent order terms will have been withdrawn, and enforcement of the Notice of Violation will proceed accordingly.

If you are interested in resolving this matter through execution of the consent order, or have any questions regarding this matter, please do not hesitate to contact me at (936) 494-

Sincerely,

Amantha Rutu Samantha Reiter General Manager

SSR Enclosures

#### LSGCD Consent Order No.: 23-058

IN THE MATTER OF CITY OF	§	BEFORE THE
MAGNOLIA,	§	
PERMIT NO. HUP039 & OP-	§	
04041601D;	§	LONE STAR
18111 BUDDY RILEY BLVD.	§	
MAGNOLIA, TX 77354	§	
	§	GROUNDWATER CONSERVATION DISTRICT
	8	

## **CONSENT ORDER**

The following findings are made and order provisions issued by the Lone Star Groundwater Conservation District (the "District") to City of Magnolia (the "Respondent") pursuant to the authority delegated to the General Manager of the District under District Rule 12.6(a) (the "Consent Order"). This Consent Order is based on findings by the District of noncompliance by the Respondent of the Lone Star Groundwater Conservation District Rules (the "District Rules"), and has the same force and effect as a final order issued by the District.

#### **FINDINGS**

- 1. Respondent produces groundwater from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 which is a non-exempt well located within the boundaries of the District.
- 2. On or after January 1, 2021, the District issued to Respondent Permit No. HUP039 & OP-04041601D, which contains prohibitions, restrictions, and other limitations on, among other things, the annual quantities of groundwater that Respondent can produce and beneficially use from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 (the "Permit").
- 3. The Permit limits total production from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 to 388,000,000 gallons of groundwater per year.
- On 1/4/2023, Respondent submitted a water production report for 2022 groundwater production from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 showing that Respondent produced a total of 394,825,000 gallons during calendar year 2022 from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303.
- 5. District staff determined that Respondent withdrew, or caused to be withdrawn, groundwater from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 in an amount that exceeds the authorized permitted amount by less than ten percent (10%).

- 6. Under the District Rules, each person producing, or causing to be produced, water from a non-exempt well in excess of the amount authorized in the applicable permit issued by the District, must pay to the District a civil penalty based on the total gallons of water overproduced, but not to exceed \$10,000 per day for each day that the overproduction occurs.
- 7. In addition to the civil penalty described in Finding No. 6, persons withdrawing or causing to be withdrawn groundwater in an amount that exceeds the specific amount authorized for withdrawal in the applicable District permit by less than ten percent (10%). of the authorized amount shall be subject to a non-compliance penalty for minor violations and may be subject to additional enforcement measures as provided for in the District Rules or as determined by the Board.
- 8. On May 15, 2023, the District issued a Notice of Violation to Respondent for producing, or causing to be produced, groundwater from a non-exempt well in excess of the amount authorized in the applicable permit issued by the District in an amount that exceeds the permitted amount by less than ten percent (10%), in violation of District Rule 2.1(n)(2). A true and correct copy of the Notice of Violation is attached hereto as Attachment No. 1 (the "NOV").
- 9. Respondent has volunteered to take the steps set forth in the order below for it to fully resolve the violations described in the NOV in lieu of being subjected to further enforcement actions by the District for said violations.

#### ORDER

NOW, THEREFORE, to ensure that Respondent attains compliance with the Permit, the District Rules, and the general laws of the State of Texas without unnecessary delay, Respondent and the District hereby jointly agree to each of the following, and each of the following is so ORDERED:

- 1. Respondent shall pay to the District a reasonable civil penalty of \$7,131.85 for the violations described in the NOV. The civil penalty includes a non-compliance penalty of \$75.00 and an overproduction penalty of \$7,048.51, and shall be in addition to any fines associated with past violations, and shall be paid to the District within ten (10) business days of the Effective Date.
- 2. No later than June 30, 2023, and on the last day of each month thereafter, Respondent shall submit to the District by way of the District's online reporting system, Water Production Reports for Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 for the immediately preceding calendar month. The Water Production Reports submitted pursuant to this Consent Order shall comply in all manners with all applicable District Rules. In the event of an inconsistency between the District Rules and the Order, this Order shall prevail.

- 3. Respondent's total groundwater production from Well No. 2004071933, 205071106, 2005102405, 2022052001, 2022101303 for calendar year 2023 shall not exceed the total production authorized in the Permit.
- 4. Following Respondent's full and satisfactory compliance with each provision of this Consent Order, the District shall dismiss the NOV, such that no violation described therein will constitute a Qualifying Major Violation.
- 5. Respondent's failure to comply with any provision of this Consent Order shall itself constitute a Major Violation of the District's Rules. In such case, Respondent shall be subject to all applicable further civil penalties and enforcement actions available to the District under the general laws of the State of Texas and the District's Rules.
- 6. In addition, in the event of Respondent's noncompliance with the Consent Order, the District may seek any and all remedies available to it under the law for any violation by Respondent cited by the Order or the NOV.
- 7. This Consent Order does not constitute a waiver of the Permit, which remains in full force and effect. Compliance with the terms of the Consent Order shall not be construed to relieve Respondent of its continuing obligations to comply with the general laws of the State of Texas, the District's Rules, the Permit or any other order of the District.
- 8. Nothing in this Consent Order shall be construed to limit any authority of the District to issue any other orders or take any other action which it deems necessary to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and of groundwater reservoirs or their subdivisions, and to control subsidence caused by the withdrawal of water from those groundwater reservoirs or their subdivisions, consistent with the objectives of Section 59, Article XVI, Texas Constitution.
- 9. Respondent's full compliance with the requirements of this Consent Order shall constitute a full resolution of the violations described in the Findings of this Consent Order. Upon completion of the requirements of this Consent Order, it shall terminate, and Respondent shall be released from any further obligation arising strictly from the same.

FAILURE TO COMPLY WITH THIS CONSENT ORDER WILL RESULT IN FURTHER ENFORCEMENT AND SUBJECT RESPONDENT TO CIVIL PENALTIES FOR PAST AND CURRENT VIOLATIONS, IN ACCORDANCE WITH THE DISTRICT'S RULES, AND MAY SUBJECT RESPONDENT TO PERMIT SUSPENSION, THE INSTITUTION OF LEGAL ACTION AGAINST IT BY THE DISTRICT, AND ANY OTHER APPLICABLE ENFORCEMENT ACTIONS AUTHORIZED UNDER THE GENERAL LAWS OF THE STATE OF TEXAS AND THE DISTRICT'S RULES.

By signing below, representatives for the Respondent and the District each acknowledge (a) that they are duly vested with all necessary authority of their respective principal entities to consent to the terms of this Consent Order; and (b) that the Respondent and the District each undertakes the obligations and commitments in this Consent Order voluntarily on their own respective volition and accord.

For City of Magnolia (Respondent):		
Signature of Authorized Representative	Date	
Printed Name and Title	·	
For Lone Star Groundwater Conservation District (District):		
Samantha Rutu Samantha Stried Reiter General Manager	Date	

Lone Star Groundwater Conservation District

# **NOTICE OF VIOLATION**

## OF THE RULES OF THE LONE STAR GROUNDWATER CONSERVATION DISTRICT

May 15, 2023

Delivered this day via U.S.P.S. First Class Mail and via U.S.P.S. Certified Mail

PERMIT NAME: CITY OF MAGNOLIA

ATTENTION:

PLANT OPERATOR

PERMIT:

HUP039 & OP-04041601D

ADDRESS:

18111 BUDDY RILEY BLVD.

MAGNOLIA, TX 77354

THIS DOCUMENT IS YOUR NOTICE THAT THE LONE STAR GROUNDWATER CONSERVATION DISTRICT HAS FOUND CITY OF MAGNOLIA TO BE IN VIOLATION OF EACH OF THE FOLLOWING:

DISTRICT RULE 2.1(n)(2) PERTAINING TO the withdraw of groundwater in an amount that exceeds the specific amount authorized for withdrawal in the applicable District Permit by less than ten percent (10%) of the authorized amount

BASIS OF VIOLATION: The District has discovered, upon receipt of your 2022 annual water production report that you have exceeded your amount authorized for withdrawal for the wells specified in permit number: HUP039 & OP-04041601D.

CIVIL PENALTY INCURRED: Pursuant to District Rule 12.8(a), the corresponding civil penalty range for Minor Violations is \$75.00 to \$275.00. After considering the factors listed in District Rule 12.8(c), the District has determined that the civil penalty for your noncompliance with District Rule 2.1(n)(2) should be \$75.00, plus the overproduction fees incurred as referenced in District Rule 12.8(i), including reimbursement of certified mailing.

YOU ARE HEREBY INSTRUCTED TO TAKE THE ACTIONS LISTED BELOW BY THE DESIGNATED DATE.

## **REQUIRED ACTIONS:**

Submit to the District the civil penalty you have incurred as a result of your violation of District (1)Rule 2.1(n)(2) in the amount of seven thousand, one hundred and thirty one dollars AND EIGHTY FIVE CENTS (\$7,131.85), including the overproduction fees incurred as referenced in District Rule 12.8(i), and reimbursement of certified mailing, in the form of a check or money order payable to the Lone Star Groundwater Conservation District; and

#### CITY OF MAGNOLIA

Notice of Violation Page 2

(2) Submit your groundwater production to the District on a <u>monthly</u> basis, beginning no later than June 30, 2023 and on the last day of each month thereafter.

DATE REQUIRED ACTIONS ARE DUE: June 15, 2023

FAILURE TO COMPLY WITH THE REQUIRED ACTIONS BY THE DATE THE REQUIRED ACTIONS ARE DUE WILL RESULT IN IMMEDIATE ENFORCEMENT ACTION BY THE DISTRICT AGAINST CITY OF MAGNOLIA, WHICH MAY INCLUDE THE ASSESSMENT OF FINES OF UP TO \$10,000 PER DAY FOR EACH DAY THAT A VIOLATION OCCURS, PERMIT SUSPENSION, AND ANY OTHER APPLICABLE ENFORCEMENT ACTIONS AUTHORIZED UNDER THE RULES OF THE LONE STAR GROUNDWATER CONSERVATION DISTRICT, INCLUDING THE INITIATION OF A LAWSUIT AGAINST YOU FOR NONCOMPLIANCE WITH DISTRICT RULES, INJUNCTIVE RELIEF, AND RECOVERY OF COSTS FOR ATTORNEY FEES AND OTHER LITIGATION AND COURT COSTS.

**OPPORTUNITY TO CONTEST:** Within 45 days of the date of delivery of this Notice of Violation, you may submit a petition to the Lone Star Groundwater Conservation District formally contesting this enforcement action. Petitions submitted to the District for this purpose must be in writing, they must be addressed directly to the Board of Directors of the Lone Start Groundwater Conservation District, and they must contain the following information:

- (1) the name, physical address, daytime telephone number and, if available, the facsimile number of the Permit Holder specified in this Notice of Violation (the "Respondent");
- (2) the name and contact information of all other known parties;
- (3) a concise statement of the facts relied upon in defense of each violation asserted by the District to which a contest is being filed;
- (4) a concise statement of any law relied upon in defense of each violation asserted by the District to which a contest is being filed;
- (5) a statement regarding the type of relief requested; and
- (6) the signature of the Respondent or the Respondent's authorized representative.

Upon timely submission of a petition to formally contest this Notice of Violation, an evidentiary hearing on the merits of the Notice of Violation will begin within 60 days of the date of receipt of your petition. Written petitions may be submitted at 655 Conroe Park North Drive, Conroe, Texas 77303.

THIS NOTICE ISSUED BY:

Samantha Reiter

Samantha Stried Reiter General Manager

(936) 494-3436



#### Lone Star Groundwater Conservation District 655 Conroe Park North Drive Conroe, TX 77303

# Invoice

Date	Invoice #
5/15/23	23-2188

Bill To	
City of Magnolia Attn: Mr. Burt Smith 18111 Buddy Riley Blvd Magnolia, Texas 77354	

Project	Due Date	Permit #	2023 Allocation
HUP039	6/15/23	H∪P039	128,267,000

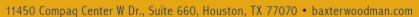
Description	Quantity *	Rate	Amount
MINOR VIOLATION - Overpumping a permit by less than 10% Over Pumpage Charges 2022 Drought Consideration Rule Compliance Consideration #1 - 10% Rule Compliance Consideration #2 - 10% Reimbursement for Certified/Return Receipt Postage due to a violation of District Rules.	6,825	75.00 1.50 -15.00% 8.34	75.00 10,237.50 -1,535.63 -870.19 -783.17 8.34
		Total	\$7,131.85

\* Indicates count of 1,000 gallons.

Phone #	Fax #	E-mail
(936) 494-3436	(936) 494-3438	mrobinson@lonestarged.org

Payments/Credits	\$0.00
Balance Due	\$7,131.85

1, 201, 20, 20	Visit our Website at:
	www.lonestargcd.org





June 6, 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 Water Plant No. 3 Phase II

#### **Dear Council Members:**

This letter represents a summary of the bid results for the referenced project that were received and publicly read at the offices of Magnolia City Hall, 18111 Buddy Riley Rd., Magnolia, Texas 77354, on Tuesday, June 6, 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**

Four (4) contractors submitted bids for this project. Their respective base bid amounts (from lowest to highest) are presented below.

<u>Contractor</u>	Base Bid	Base Bid + Alt. 1	Base Bid + Alt. 2
R & B Group, Inc.	\$4,326,395.00	\$4,326,395.00	\$4,426,395.00
B-5 Construction Co., Inc.	\$4,432,484.00	\$4,464,645.00	\$4,635,884.00
WW Payton Corporation	\$4,490,000.00	\$4,390,000.00	\$4,550.000.00
ALLCO, LLC	\$4,721,720.00	\$4,701,720.00	\$4,811,720.00

#### **Base Bid Work**

Base bid work includes construction of a 410,000-gallon glass-lined ground storage tank manufactured by Aquastore, a CMU control building, three (3) 1,000-gpm vertical turbine booster pumps, a motor control center, chemical disinfection system, 800-kW diesel emergency power generator, detention pond and drainage system, chain link fencing, electrical work, and site restoration.

#### **Alternates Considered**

Two (2) alternate bid items were included in the proposal. Alternate No. 1 is for a glass lined bolted steel ground storage tank provided by a manufacturer other than Aquastore. Alternate No. 2 is for a welded steel ground storage tank in lieu of the glass lined bolted steel ground storage tank.



The low bidder, R & B Group, Inc., specified Aquastore as the alternate manufactuter for Alternate No. 1. Aquastore is the manufacturer listed in the base bid. Therefore, we do not recommend awarding Alternate No. 1.

Welded steel ground storage tanks have a higher maintenance cost than glass lined bolted steel tanks. Alternate No. 2 totals were generally higher than the base bid totals. Therefore, we do not recommend awarding Alternate No. 2.

#### **Award of Contract**

As indicated herein, R & B Group, Inc. is the apparent low bidder for this project. AEI has previously worked with R & B Group, Inc. and believe they are capable of performing the work for this project in accordance with the plans and specifications. AEI offers no objection to awarding the contract to the apparent low bidder, R & B Group, Inc. for the base bid in the amount of \$4,326,395.00.

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

Sincerely,

Janice C. Noeldner, P.E. Senior Project Manager

ganvie noeldner

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

Attachment(s)

				BIDDE R & B Gro		II .	ER #2 ction Co., Inc.		ER #3 LLC	BIDDER #4 W. W. Payton Corporation	
Item No.	Qty	Unit	Description	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
BASE	BID A										
1.	1	LS	Insurance, bonds, permits, mobilization and demobilization, complete as specified for	\$130,000.00	\$130,000.00	\$128,558.00	\$128,558.00	\$230,000.00	\$230,000.00	\$200,000.00	\$200,000.00
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	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$1,000.00	\$1,000.00
3.	1	LS	Provide, install, and maintain storm water pollution prevention plan (SWPPP) items throughout duration of construction, including stabilized construction access, filter fabric fence, concrete truck washout area, and TXR 150000 general permit requirements, complete as specified for	\$10,000.00	\$10,000.00	\$16,940.00	\$16,940.00	\$15,000.00	\$15,000.00	\$745.00	\$745.00
4.	0.7	AC	Clearing and grubbing as shown on plans, including offsite disposal in a legal manner, complete as specified for	\$30,000.00	\$21,000.00	\$15,800.00 <sup>1</sup>	\$11,060.00	\$55,000.00	\$38,500.00	\$3,000.00	\$2,100.00
5.	1	LS	Detention basin construction including excavation, manipulation of approximately 900 cubic yards of material, importing select fill material (approximately 495 cubic yards), grading, sodding, riprap, and hydromulch seeding with Flexterra or Earthguard Fiber Matrix and vegetation establishment. Contractor shall satisfy himself/herself as to the quantity. No additional sums will be paid for quantities in excess of the estimated, and offsite disposal of unusable excavated material, complete as specified for	\$40,000.00	\$40,000.00	\$76,310.00	\$76,310.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
6.	1	LS	Provide and install concrete extreme event overflow, as shown on plans, complete as specified for	\$20,000.00	\$20,000.00	\$10,386.00	\$10,386.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
7.	1	LS	Provide and install level spreader, including drain pipe, gravel, riprap, and Turf Reinforcement Mats (TRMs), complete as specified for	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
8.	110	LF	Provide and install concrete low flow channel, as shown on plans, complete as specified for	\$100.00	\$11,000.00	\$63.70	\$7,007.00	\$103.00	\$11,330.00	\$90.00	\$9,900.00
9.	3	EA	Provide and install concrete toe wall at detention basin outfalls, complete as specified for	\$4,000.00	\$12,000.00	\$2,200.00	\$6,600.00	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00
10.	1	LS	Construct grass drainage swales, as shown on plans, complete as specified for	\$10,000.00	\$10,000.00	\$35,585.00	\$35,585.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
11.	6	EA	Provide and install Type A grate inlet, including excavation, bedding, and backfill, complete as specified for	\$3,000.00	\$18,000.00	\$6,582.00	\$39,492.00	\$7,200.00	\$43,200.00	\$3,000.00	\$18,000.00
12.	1	LS	Provide and install 8-inch restrictor, complete as specified for	\$2,000.00	\$2,000.00	\$13,750.00	\$13,750.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00
13.	1		Provide and install trash rack as shown on plans, complete as specified for	\$20,000.00	\$20,000.00	\$8,360.00	\$8,360.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00
14.	605	LF	Provide and install trench safety system, complete as specified for	\$4.00	\$2,420.00	\$11.00	\$6,655.00	\$1.00	\$605.00	\$1.00	\$605.00
15.	35	LF	Provide and install 6-inch PVC storm sewer by open cut, including bedding and backfill, complete as specified for	\$60.00	\$2,100.00	\$175.80	\$6,153.00	\$74.00	\$2,590.00	\$75.00	\$2,625.00
16.	50	LF	Provide and install 12-inch RCP storm sewer by open cut, all depths, including bedding and backfill, complete as specified for	\$100.00	\$5,000.00	\$193.30	\$9,665.00	\$87.00	\$4,350.00	\$95.00	\$4,750.00
17.	470	LF	Provide and install 18-inch RCP storm sewer by open cut, all depths, including bedding and backfill, complete as specified for	\$120.00	\$56,400.00	\$169.50	\$79,665.00	\$97.00	\$45,590.00	\$160.00	\$75,200.00
18.	20	LF	Provide and install 18-inch RCP storm sewer by trenchless methods, complete as specified fo	\$500.00	\$10,000.00	\$555.50	\$11,110.00	\$460.00	\$9,200.00	\$300.00	\$6,000.00
19.	55	LF	Provide and install 24-inch RCP storm sewer by open cut, all depths, including bedding, and backfill, complete as specified for	\$150.00	\$8,250.00	\$201.60	\$11,088.00	\$123.00	\$6,765.00	\$175.00	\$9,625.00

				BIDDE R & B Gro			ER #2 ction Co., Inc.	II .	ER #3 LLC	ll .	ER #4 n Corporation
Item No.	Qty	Unit	Description	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
20.	1	LS	Provide and install 410,000- gallon (50-foot 4-inch diameter, 33-foot height) cobalt blue Aquastore 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	\$1,200,000.00	\$1,200,000.00	\$1,051,399.00	\$1,051,399.00	\$1,046,923.00	\$1,046,923.00	\$1,000,000.00	\$1,000,000.00
21.	1	LS	Provide and install concrete overflow and drain splash box, complete as specified for	\$7,000.00	\$7,000.00	\$12,100.00	\$12,100.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00
22.	1	LS	Provide, construct, and install standard 8-inch CMU building, including brick veneer, 6-inch hollow core roof panels, 2 feet of compacted select engineered fill as outlined in the Geotechnical Report (excavated material to be hauled off if it does not meet select fill specifications), foundation, doors, windows, interior and exterior coating, exhaust fans, vents, air conditioner, heaters, plumbing, lavatory fixtures, hose bibb, and all appurtenances required not specified elsewhere, complete as specified for	\$700,000.00	\$700,000.00	\$564,442.00	\$564,442.00	\$650,879.00	\$650,879.00	\$500,000.00	\$500,000.00
23.	1	LS	Provide and install three (3) 1,000-gpm vertical turbine booster pumps with 50-hp motors, including 18-inch pump cans, discharge head, suction piping, discharge piping, coating of new piping and motors, and all appurtenances, complete as specified for	\$275,000.00	\$275,000.00	\$300,000.00	\$300,000.00	\$335,088.00	\$335,088.00	\$350,000.00	\$350,000.00
24.	1	LS	Provide and install 1-ton electric chain hoist with motorized trolley, including trolley track, for a complete operating crane, complete as specified for	\$5,000.00	\$5,000.00	\$31,900.00	\$31,900.00	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00
25.	1	LS	Relocate existing phosphate system equipment and appurtenances from existing location to proposed new phosphate room in the new building, including existing phosphate tank and metering pump, installation of new chemical feed lines, and connection to existing injector, complete in place for	\$5,500.00	\$5,500.00	\$6,050.00	\$6,050.00	\$9,800.00	\$9,800.00	\$5,000.00	\$5,000.00
26.	1	LS	Provide a backup pump in kind with existing pump for the phosphate system to be housed in the proposed new phosphate room in the new building, complete as specified for	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$3,319.00	\$3,319.00	\$5,000.00	\$5,000.00
27.	1	LS	Relocate existing bleach system equipment and appurtenances from existing location to proposed new bleach room or bleach pump room in the new building, including existing bleach tank and metering pump, installation of new chemical feed lines, and connection to injector, complete in place for	\$5,500.00	\$5,500.00	\$6,050.00	\$6,050.00	\$9,800.00	\$9,800.00	\$5,000.00	\$5,000.00
28.	1	LS	Provide a backup pump in kind with existing pump for the bleach treatment system to be housed in the proposed new bleach pump room in the new building, complete as specified for	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$3,319.00	\$3,319.00	\$5,000.00	\$5,000.00
29.	1	LS	Relocation of drench safety shower and eye wash station, complete as specified for	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00
30.	1	LS	Relocation of existing air compressor, complete as specified for	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$2,852.00	\$2,852.00	\$500.00	\$500.00
31.	1	LS	Provide and install yard piping, valves, fittings, pipe supports, protective coatings, and thrust blocking, complete as specified for	\$130,000.00	\$130,000.00	\$175,000.00	\$175,000.00	\$289,107.00	\$289,107.00	\$500,000.00	\$500,000.00
32.	1	LS	Provide and install ¾-inch PVC water service line from new building to existing 12-inch water line including insulation, tap, installation of water meter and backflow preventer as shown on plans, complete as specified for	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00	\$9,570.00	\$9,570.00	\$3,000.00	\$3,000.00

				BIDDE R & B Gro		ll .	ER #2 ction Co., Inc.		ER #3 LLC	ll .	ER #4 n Corporation
Item No.	Qty	Unit	Description	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
33.	1	LS	Provide and install 4-inch SDR 26 sanitary sewer line 0-16 feet depth, including cleanouts, connection to existing sanitary sewer line, excavation, bedding and backfill, complete as specified for	\$25,000.00	\$25,000.00	\$17,251.00	\$17,251.00	\$4,846.00	\$4,846.00	\$10,000.00	\$10,000.00
34.	1	LS	Provide and install 4-inch drop connection including all appurtenances, complete as specified for	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$2,959.00	\$2,959.00	\$1,000.00	\$1,000.00
35.	505	SY	Demolition and offsite disposal in a legal manner of crushed stone driveway, complete as specified for	\$17.00	\$8,585.00	\$20.00	\$10,100.00	\$20.00	\$10,100.00	\$10.00	\$5,050.00
36.	1,010	SY	Install new 7-inch-thick reinforced concrete pavement including excavation, grading, compaction, lime/fly ash stabilized subgrade, and steel reinforcement, complete as specified for	\$75.00	\$75,750.00	\$125.30	\$126,553.00	\$135.00	\$136,350.00	\$150.00	\$151,500.00
37.	9	SY	Provide and install 4-1/2-inch-thick reinforced concrete sidewalk, including subgrade preparation, reinforcing steel, scored joints and expansion joints, complete as specified for	\$100.00	\$900.00	\$800.00	\$7,200.00	\$325.00	\$2,925.00	\$100.00	\$900.00
38.	710	LF	Provide and install 6-foot-tall chain-link fence with 1-foot of 3-strand barbed wire, complete as specified for	\$24.00	\$17,040.00	\$35.40	\$25,134.00	\$26.00	\$18,460.00	\$50.00	\$35,500.00
39.	3	EA	Provide and install 6-foot-tall, 20-foot-wide chain-link double-swing gate with 1-foot of 3-strand barbed wire, complete as specified for	\$2,500.00	\$7,500.00	\$1,320.00	\$3,960.00	\$2,750.00	\$8,250.00	\$3,000.00	\$9,000.00
40.	12	EA	Provide and install removable bollards, complete as specified for	\$500.00	\$6,000.00	\$1,134.75	\$13,617.00	\$1,592.00	\$19,104.00	\$500.00	\$6,000.00
41.	1		Provide and conduct disinfection and bacteriological testing of all water facilities including all piping, tanks, connections, valves, and appurtenances, complete as specified for	\$1,000.00	\$1,000.00	\$27,775.00	\$27,775.00	\$7,500.00	\$7,500.00	\$500.00	\$500.00
42.	1	LS	Site grading and restoration, including finish grading and hydro mulch seeding of disturbed areas, complete as specified for	\$30,000.00	\$30,000.00	\$15,730.00	\$15,730.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00
43.	1	LS	Provide and install all electrical work including service equipment, lighting, surge protection, conduit, conductors, and all required appurtenances as shown on plans and described in specifications for a complete operating system, complete as specified for	\$850,000.00	\$850,000.00	\$881,181.00	\$881,181.00	\$944,000.00	\$944,000.00	\$988,000.00	\$988,000.00
44.	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	\$173,000.00	\$173,000.00	\$192,109.00	\$192,109.00	\$180,000.00	\$180,000.00	\$25,000.00	\$25,000.00
45.	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	\$8,000.00	\$8,000.00
46.	610	SY	Provide and install crushed stone all-weather access road including subgrade, complete as specified and shown on plans for	\$45.00	\$27,450.00	\$70.40	\$42,944.00	\$75.00	\$45,750.00	\$50.00	\$30,500.00
BASE	BID B										
47.	1	LS	Provide and install an 800-kW diesel generator, including ATS, concrete foundation, sound attenuating enclosure, fuel tank, feeder breakers, grated platform and stairs, and all required appurtenances as shown on plans and as described in specifications for a complete operating system, complete as specified for	\$375,000.00	\$375,000.00	\$352,305.00	\$352,305.00	\$375,489.00	\$375,489.00	\$400,000.00	\$400,000.00
			BASE BID TOTAL		\$4,326,395.00		\$4,432,484.00		\$4,721,720.00		\$4,490,000.00

				BIDDE R & B Gro		ll .	ER #2 ction Co., Inc.		ER #3 LLC	ll .	ER #4 n Corporation
Item No.	Qty	Unit	Description	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
Supple	mentary	Items				Ï		Ï		Ï	
S1.	Add	EA	For a white or desert tan exterior glass lined bolted steel ground storage tank color as approved by Engineer, add	\$20,000.00	\$ -	\$25,000.00	\$ -	\$20,000.00	\$ -	\$20,000.00	\$ -
S2.	Add	EA	For a forest green or sky blue exterior glass lined bolted steel ground storage tank color as approved by Engineer, add	\$20,000.00	\$ -	\$25,000.00	\$ -	\$20,000.00	\$ -	\$20,000.00	\$ -
			EQUIPMENT LIST								
			Generator Manufacturer:	Cumm	nins	Cum	mins		nmins	C	AT
			Boostrer Pump Manufacturer:	Fair Ba	ınks	Sn	nith	Flow Serve (	(Smith Pump)	Flow	serve
			SUBCONTRACTOR LIST								
			Electrician:	EAC			rier		4.C.		n Corporation
			System Integration:	Conce	ntric	Cond	entric	Cond	entric	W. W. Paytor	n Corporation
Alterna	te No. 1	- Alte	nate Glass-Lined GST Manufacturer								
A1.1.	1	LS	In lieu of Base Bid Item No. 20, provide and install 410,000-gallon (50-foot 4-inch diameter, 33-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	\$1,200,000.00	\$1,200,000.00	\$1,083,560.00	\$1,083,560.00	\$1,026,923.00	\$1,026,923.00	\$900,000.00	\$900,000.00
			Alternate No. 1 plus Base Bid:		\$4,326,395.00		\$4,464,645.00 2		\$4,701,720.00		\$4,390,000.00
			TANK MANUFACTURER:	Aquas	tore	Perm	astore	Northern S	Steel Tanks	ll .	rn Steel ermastore
Alterna	te No. 1	Suppl	ementary Item								
S1.	Add	EA	For a white, desert tan, or sky blue exterior glass lined bolted steel ground storage tank color as approved by Engineer, add	\$20,000.00	\$ -	\$16,385.00	\$ -	\$16,000.00	\$ -	\$15,000.00	\$ -
Alterna	te No. 2	- Weld	led Steel Ground Storage Tank								
A2.1.	1	LS	In lieu of Base Bid Item No. 20, provide and install 410,000-gallon (50-foot 4-inch diameter, 33-foot height) welded steel ground storage tank with standard conical roof, including handrails, non-skid tape, concrete mat slab foundation, structural fill, coatings, tank disinfection, bacteriological testing, and all appurtenances necessary for a complete product, complete as specified for	\$1,300,000.00	\$1,300,000.00	\$1,254,799.00	\$1,254,799.00	\$1,136,923.00	\$1,136,923.00	\$1,060,000.00	\$1,060,000.00
			Alternate No. 2 plus Base Bid:		\$4,426,395.00		\$4,635,884.00		\$4,811,720.00		\$4,550,000.00
			TANK MANUFACTURER:	ТВ		Paso	Robles	Tank Bu	ilders Inc.	Т	BI

				BIDDE R & B Gro			ER #2 ction Co., Inc.		ER #3 LLC		ER #4 Corporation
Item No.	Qty	Unit	Description	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
			Comments:  1. Bidder #2, Base Bid Item No. 4: Mathematical error in Unit Cost in Proposal. Correct amount shown on Bid Tab.  2. Bidder #2, Alternate No. 1 plus Base Bid Total: Bidder did not add Base Bid with "in lieu of" item in Proposal.  3. Bidder #2, Alternate No. 2 plus Base Bid Total: Bidder did not add Base Bid with "in lieu of" item in Proposal.								

11450 Compaq Center West Drive, Suite 660 Houston, TX 77070 281.350.7027 TBPELS REGISTRATION NO. F-21783

TBPELS REGISTRATION NO. F-21 www.baxterwoodman.com

www.baxterwoodman.com info@baxterwoodman.com



# Memo

To: City of Magnolia Council Members

From: Janice C. Noeldner, P.E. and Vanessa Vasquez, E.I.T.

Date: April 3, 2023 Project No.: 211009.41

**Subject: City of Magnolia - Elevated Storage Tank Options** 

The City of Magnolia (the "City") authorized Baxter & Woodman, Inc. to design a 500,000-gallon elevated storage tank (EST) as part of Water Plant No. 3 Phase III. The purpose of ESTs in a water system is to provide water storage and adequate water at the appropriate pressure despite demand during peak hours.

There are several EST styles, but they all consist of two primary components: the tank (a large bowl which holds the water) and the supporting structure (a tower which supports the bowl). The varying factors between them are appearance, material, upfront cost, life span, constructability, and long-term maintenance cost.

The following is an overview of four main styles of ESTs: single pedestal, multi column, composite, and fluted column. Costs were obtained from manufacturer for a 500,000-gallon storage capacity.

## SINGLE PEDESTAL EST

This EST, also known as a spheroid EST, is a single welded steel pedestal supporting a welded steel container.

This tank has the lowest upfront cost of approximately \$2.1 million. This type of tank offers less construction area in comparison to the other tanks. The interior ladder system provides a reduced risk of unauthorized access and easy access during inclement weather. The surface area for rehabilitation is about 29,000 square feet (SF). The entire interior and exterior of the EST will need to be rehabilitated with a full blast and coat every 10-20 years. The average life expectancy, with regular maintenance, is approximately 30-60 years.

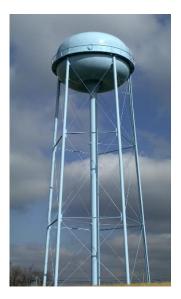
Estimated Upfront Cost	\$2,100,000
Maintenance	Full rehab every 10-20 years
Life Span	30-60 years
Estimated 60-Year	
Maintenance Cost (without	\$1,621,000
replacement)	
Total 60-Year Cost	\$3,720,000





## **MULTI-COLUMN EST**

A multi-column EST consists of multiple welded steel legs with braces supporting a welded steel tank.



This type of tank has an upfront cost of \$2.2 million. This tank has an outside ladder system and exterior balcony. The exterior ladder does not provide the climber protection from wind, rain, and other elements. The braces and legs increase the total steel surface area (approximately 32,500 total SF), which creates a higher maintenance cost. The entire interior and exterior of the EST will need to be rehabilitated with a full blast and coat every 10-20 years. The average life expectancy, with regular maintenance, is 30-60 years.

Estimated Upfront Cost	\$2,200,000
Maintenance	Full rehab every 10-20 years
Life Span	30-60 years
Estimated 60-Year Maintenance Cost (without	\$2,240,000
replacement)	
Total 60-Year Cost	\$4,440,000

## **COMPOSITE EST**

This EST is welded steel tank mounted on a concrete support pedestal.

This type of tank offers a smaller construction footprint and an interior ladder system. The interior ladder system provides a reduced risk of unauthorized access and easy access during inclement weather. The concrete pedestal offers a potential storage area. The steel bowl will need to be rehabilitated with a full blast and coat every 10-20 years. However, the concrete pedestal requires little to no lifetime maintenance. Therefore, while the upfront cost is higher than the single pedestal and multi-column, it has a lower maintenance cost due to the reduced area of steel (18,600 SF). The average life expectancy, with regular maintenance, is 60-75 years.

<b>Estimated Upfront Cost</b>	\$2,900,000
Maintenance	Full rehab every 10-20 years
Life Span	30-75 years
Estimated 60-Year	
Maintenance Cost	\$1,270,000
(without replacement)	
Total 60-Year Cost	\$4,170,000





## **FLUTED COLUMN EST**

This is a steel fluted pedestal supporting a welded steel tank.



The pedestal structure is wide enough to house the ladder and pipe system and can function as a storage unit. This EST has the highest total surface area to maintain of approximately 49,950 SF. Therefore, it has the highest maintenance cost with an estimated \$2.4 million during its lifespan. The entire interior and exterior of the EST will need to be rehabilitated with a full blast and coat every 10-20 years. This style of EST is not as common and has generally been replaced by the composite EST The average life expectancy, with regular maintenance, is 30-60 years.

Estimated Upfront Cost	\$3,000,000
Maintenance	Full rehab every 10-20
	years
Life Span	30-60 years
Estimated 60-Year	
Maintenance Cost	\$2,430,000
(without replacement)	
Total 60-Year Cost	\$5,430,000

## **Conclusion and Recommendation**

Out of the options provided, the lifetime maintenance varies, and the life expectancy depends on several factors. If properly maintained, the tank can achieve 100 years of service. Therefore, it is recommended that a maintenance and inspection program is followed to help identify and address any issues before they become major problems. An example of proper maintenance involves coating, recoating, and repairs to both the outside and the inside of the tank.

The single-pedestal and composite tanks are overall the lowest cost ESTs after a 60-year life. The single-pedestal is the least expensive, but the composite tank has a longer lifespan. The composite EST has the least total steel surface area to maintain, a durable pedestal, storage room, and an internal piping and ladder system limiting unwanted access to the tank and providing protection from wind and rain during inspection. The composite EST is the recommended option for Water Plant No. 3 (Guillemont Water Plant).



## 17450 Compag Center W. Dr., Suite 660, Houston, Tx 77070 . taxterwoodman.com

May 1, 2023

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

Subject: Change Order No. 3 Water Plant No. 3 – Phase I

Dear Mr. Doering:

Baxter & Woodman is presenting Change Order No. 3 in the amount of \$120,460.73 for the above referenced project, and this Change Order will increase the Current Contract Amount to \$3,584,469.58. The additional work and cost identified in this change order includes providing and installing a modified VFD for the larger well motor and modifying the conduit box on the well motor per submittal 52.1.

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. Burt Smith - City of Magnolia

Mr. Daniel Ramos, PE – Baxter & Woodman, Inc. Mr. Keith Bohack – Baxter & Woodman, Inc. Mr. Kyle Helvey – Baxter & Woodman, Inc.



## **CHANGE ORDER**

RE:	Change Order No. 3										
DATE:	May 1, 2023										
NAME OF PROJECT:	Water Plant No. 3 - Pha	ase I									
OWNER:	City of Magnolia										
CONTRACTOR:	R & B Group, Inc.										
Project No.:	211009.61										
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 a	are hereby made to the CO	ONTRACT DOCUMENTS:									
	modified VFD for the big act total amount by \$115	ger well motor. This item is a lump sum amount ,925.04.									
	oox on the well motor per ract total amount by \$4,53	submittal 52.1. This item is a lump sum amount 55.69.									
The two (2) items listed	l above result in a total co	ntact increase of \$120,460.73.									
Justification:											
The proposed modification proposed bigger well m		(2) items are necessary to accommodate the									
Current CONTRACT PRI	CE: \$	3,464,008.85									
Current CONTRACT PRI	CE due to this CHANGE Of \$	RDER will be increased by: 120,460.73									
The new CONTRACT PR	CICE including this CHANGI \$	E ORDER will be: 3,584,469.58									
Change to CONTRACT 1	TIME:										
The CONTRACT TIME w	vill be increased by	Zero (0)									

The date for completion of all WORK will be June 30 2023



Recommended By:	ENGINEER
BAXTER & WOODMAN, CONSULTING ENGINEER TBPELS REGISTRATION I	S
Accepted By:	CONTRACTOR
Authorized By:	OWNER

# Magnolia Water Plant #3

DESCRIPTION	TINO	UNIT QUANTITY UNIT COST SUB	UNIT COST	SUBTOTAL	
LABOR					
LABOR	꿒	0	\$52.50	\$0.00	
WORKING SUPERVISOR	H	0	\$35.00	\$0.00	
SUBTOTAL LABOR					\$0.00
LABOR BURDEN @ 35%					\$0.00
TOTAL LABOR					\$0.00
CONSUMABLES & RENTAL EQUIPMENT					
MISC TOOLS AND CONSUMABLES	HR	0	\$15.00	\$0.00	
SUPERVISOR TRUCK, CELL PHONE, ETC.	光	0	\$20.63	\$0.00	
	MO	0	\$9,500.00	\$0.00	
FIRST 3 MONTHS OF GENERATOR RENTAL	MO	0	\$7,513.00	\$0.00	
SUBTOTAL CONSUMABLES					\$0.00
SALES TAX @ 8.25%					\$0.00
PERMANENT MATERIALS					
ADDITIONAL COST FOR VFD	EA		\$98,400.00	\$98,400.00	
	GAL	0	\$6.00	\$0.00	
	ζ	0	\$35.00	\$0.00	
	LB	0	\$0.50	\$0.00	
SUBCONTRACT WORK				( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	
ELECTRICAL WORK	LS		\$0.00	\$0.00	
	S		\$0.00	\$0.00	
	2		\$0.0g	00.00	
SUBTOTAL SUB-CONTRACT WORK AND PERMANENT MATERIALS					\$98,400.00
SINDTOTAL I ABOD AND MATERIALS					\$98.400.00
OVERHEAD @ 10%					\$9,840.00
SUBTOTAL					\$108,240.00
PROFIT @ 5%					\$5,412.00
SUBTOTAL					\$113,652.00
BOND @ 2% SUBTOTAL					\$2,273.04 \$115,925.04
TOOC ACTVS SETAT					\$115.925.04

# Magnolia Water Plant #3

				\$0.00	\$0.00					\$0.00	\$0.00									\$3,850.00	#3 8E0 00	\$385.00	\$4.235.00	\$211.75	\$4,446.75	\$88.94	\$4,535.69	\$4 525 GO
SUBTOTAL 52.1		\$0.00	\$0.00				\$0.00	80.00 80.00	\$0.00			0000	\$3,850.00	\$0.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00									
UNIT COST		\$52.50	\$35.00				\$15.00	\$50.63	\$7,513.00			000	\$3,850.00	\$6.00	935.00	\$0.50	00 0\$	\$0.00	\$0.00									
QUANTITY		0	0				0	0 0	0				-	0	0	0	,	-	-									
		HR	H				至:	X S	MO			į	EA	GAL	ځ	9	<u>-</u>	S	ST									
ADDITIONAL COST TO MODIFIER THE CONDUIT BOX ON THE WELL MOTOR PER SUBMITIAL 52.1  DESCRIPTION  DESCRIPTION	LABOR	LABOR	WORKING SUPERVISOR	SUBTOTAL LABOR LABOR BURDEN @ 35%	TOTAL LABOR	CONSUMABLES & RENTAL EQUIPMENT	MISC TOOLS AND CONSUMABLES	SUPERVISOR TRUCK, CELL PHONE, ETC.	FIRST 3 MONTHS OF GENERATOR RENTAL	SUBTOTAL CONSUMABLES	SALES TAX @ 8.25%	PERMANENT MATERIALS	ADDITIONAL COST FOR VFD				SUBCONTRACT WORK	ELECTRICAL WORN		SUBTOTAL SUB-CONTRACT WORK AND PERMANENT MATERIALS	O INICHARITA COCA : INSCRETO	SUBTOTAL LABOR AND MATERIALS	OVERHEAD @ 10%	DROETT & 5%	SUBTOTAL	BOND @ 2%	SUBTOTAL	+000 attor - 1 +00 +





May 1, 2023

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

Subject: Change Order No. 4
FM 1488 Force Main Construction and Water Line Relocation

Dear Mr. Doering:

Baxter & Woodman is presenting Change Order No. 4 in the amount of \$54,800.00 for the above referenced project. This Change Order increases the Current Contract Amount to \$2,094,210.23. The additional work and cost identified in this change order includes compensation to D.L. Glover, Inc. for all labor, equipment, material, and bypass pumping required to perform the emergency repairs on the existing 16-inch force main located next to the FM 1488 Lift Station and along its alignment.

Raw sewage was observed to be pooling in the area located adjacent to the FM 1488 Lift Station. D.L. Glover was informed of the situation after which they mobilized to evaluate and later perform emergency repairs to multiple leaks found along the existing 16-inch force main.

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. 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. 4

DATE:

May 1, 2023

NAME OF PROJECT:

FM 1488 Force Main Construction and Waterline Relocation

OWNER:

City of Magnolia

CONTRACTOR:

DL Glover Inc

Project No.:

220732.60

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:

Compensate DL Glover Inc for the emergency repairs performed on the existing 16-inch force main located next to the FM 1488 Lift Station and along its alignment. The proposed change is a per unit price of \$13,700.00 and increases the contract total amount by \$54,800.00.

#### Justification:

Raw sewage was observed to be pooling in the area located adjacent to the FM 1488 Lift Station. DL Glover was informed of the situation after which they mobilized to evaluate and later perform emergency repairs to multiple leaks found along the existing 16-inch force main. The costs identified in the Change Order Request include compensation for all labor, equipment, material, and bypass pumping needed to make the emergency repairs to the existing force main.

**Current CONTRACT PRICE:** 

\$

2,039,410.23

Current CONTRACT PRICE due to this CHANGE ORDER will be increased by:

\$

54,800.00

The new CONTRACT PRICE including this CHANGE ORDER will be:

\$

2.094.210.23



Change to CONTRACT TIME:
The CONTRACT TIME will be increased byZero (0) calendar days.
The date for completion of all WORK will be September 28, 2022
Recommended By:  ENGINEER  BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS TBPELS REGISTRATION NO. F21783
Accepted By: CONTRACTOR S/4/23
Authorized By: OWNER



23715 W. Hardy Rd. \* Spring, Texas 77373 \* Ph. 281-354-6081 \* Fax. 281-354-6071

May 02, 2023

To: AEI Engineering

**Re: REVISED-** Compensation for the repair of existing 16" Force Main near existing lift station, along F.M. 1488

Dear Ms. Patricia Gunter,

Below is the cost for each of the repairs performed on the damaged by others existing 16" Force Main, near lift station, along FM-1488.

ITEM	DESCRIPTION OF WORK	UNIT	APPROX QTY.	UNIT PRICE	TOTAL
	EMERGENCY REPAIR OF EXISTING 16" FORCE				
	MAIN ALONG F.M1488, NEAR LIFT STATION,				
	INCLDS. LABOR, & EQUIPMENT, MATERIAL,				
1.1	AND BYPASS PUMPING AS NECESSARY	EA	4	\$13,700.00	\$54,800.00

NOTE: The impact of any purposed changes to the scope of work may increase the final pay quantity.

Please contact me if you have any questions or concerns. Your attention to this matter is greatly appreciated.

Sincerely,

DL Glover, Inc

Jose Rangel

Jose Rangel

Project Manager

DL GLOVER UTILITIES, LLC

#### \*\*COST COMPENSATION FOR 16" F.M. REPAIRS AND DOWN TIME DURING CUT & PLUGS

JOB NAME: FM 1488 FORCE MAIN CONSTRUCTION AND WATER LINE RELOCATION

**CONTRACT: 1-2021** 

OWNER: CITY OF MAGNOLIA, TEXAS

	D	^		
 LP	۱B	u	к	-

	DATE: 3	/02 - 3/	03/23		
LABOR	\$ HR.		QTY	TO	ΓAL
SANTIAGO PEREZ	\$	52.00	47	\$	2,444.00
MARTIN AMARO	\$	26.00	40	\$	1,040.00
JAVIER RUIZ	\$	26.00	20	\$	520.00
GENIS MARTINEZ C.	\$	24.00	40	\$	960.00
ERIK M. CORNELIO	\$	28.00	11	\$	308.00
MARUICIO CARBAJAL	\$	26.00	40	\$	1,040.00
JOSUE CANALES	\$	37.50	38	\$	1,425.00
RODELIO SOTO	\$	52.00	14	\$	728.00
FRANCISCO SOTO	\$	26.00	11	\$	286.00
JOSUE RAMOS	\$	24.00	14	\$	336.00
EFRAIN ALANIS	\$	24.00	11	\$	264.00
LUIS A. GONZALES A.	\$	24.00	14	\$	336.00
ALONZO GARCIA	\$	24.00	11	\$	264.00
			SUB-TOTAL:	Ś	9.951.00

#### **DURING INVESTIGATION**

	DATE: 3/02/2	23	/	
SANTIAGO PEREZ	\$ 52.00	8	\$	416.00
MARTIN AMARO	\$ 26.00	8	\$	208.00
JAVIER RUIZ	\$ 26.00	8	\$	208.00
MAURICIO CARBAJAL	\$ 26.00	8	\$	208.00
		SUB-TOTAL:	\$	1,048.00

Remove this section. These hours are included in the respective person's hour quantity in the "LABOR" section.

#### --- BYPASS PUMPING DURING POINT REPAIRS ---

BYPA33 POWIFING DOKING POINT REPAIRS									
DESCRIPTION	D	AY RATE	QTY	TOTAL					
LABOR	\$	250.00	5	\$	1,250.00				
FUEL	\$	46.08	~5~	\$	230,40				
3" TRASH PUMP (8 HR/DA	AY \$	<del>324.00</del> 14	6.00 <b>5</b>	\$	1,620.00				
DISCHARGE HOSE	\$	<del>-46.01</del> 18	3.19 <b>5</b>	\$	<del>230.05</del> \$				
SUCTION HOSE	\$	27.82	5	\$	139.10				
mm		m	UB-TOTA	5	3.469.55				
					\$1,190.45				

Remove this line item. Crew members are already onsite being paid. Extra payment to check on equipment is not a justifiable reason for labor costs in this section.

\$730.00 \$90.95

Revise the "Day Rate" to reflect what is shown in the invoice provided (Sage Pump Services).

Or, leave the weekly rates in and revise to reflect quantities for weekly rates.

#### **MATERIAL PROVIDED BY TECHLINE FOR AFTER HOURS**

 VENDOR
 DATE
 COST

 TECHLINE
 3/2/2023
 18,085.72

#### **EQUIPMENT**

DATE: 3/2 - 3/03/23

<b>EQUIPMENT TYPE</b>	<b>DAY RATE</b>		DAYS	TOTAL	
220 HYUNDAI (8 HR/DAY)	\$	975.00	5	\$	4,875.00
H940 Loader (8 HR/DAY)	\$	845.00	5	\$	4,225.00
(2)TRUCKS (8 HR/DAY)	\$	290.00	5	\$	1,450.00
•				_	

#### **EQUIPMENT RENTAL**

<b>EQUIPMENT TYPE</b>	D	AY RATE	DAYS		TOTAL
16' X 6' TRENCH BOX	\$	540.88	3	\$	1,622.64
16' X 8' PLATES (2 EA)	\$	340.00	3	\$	1,020.00
				\$	2,642.64
			TAXES:	\$	218.02
			SUB-TOTAL:	Ś	2 860 66

LABOR: \$ <del>10,991.00</del> \$9,951.00 LABOR O/H: \$ <del>4,945.95</del> \$4,224.15

EQUIP.: \$ 10,550.00

RENTAL: \$ -6,330.21 \$4,051.11

MATERIAL: <u>18,085.72</u>

**SUB-TOTAL:** \$ -50,902.88 \$46,861.98

EMERGENCY MOBE(2-EA.- 3/2 & 3/3/23): -\$15,000.00 \$8,000.00

**SUB-TOTAL:** \$ <del>-65,902.88</del> \$54,861.98

OTHER: \$ 8,925.14

Remove this line item. Provide invoices or certified payroll documents to justify these costs.

TOTAL: \$ 74,828.02 \$54,861.98

#### DL GLOVER UTILITIES, LLC

#### \*\*COST COMPENSATION FOR 16" F.M. REPAIRS AND DOWN TIME DURING CUT & PLUGS

JOB NAME: FM 1488 FORCE MAIN CONSTRUCTION AND WATER LINE RELOCATION

CONTRACT: 1-2021

OWNER: CITY OF MAGNOLIA, TEXAS

DURING MOBILIZAT	ION DIJE TO LOCC	OF DOODLICTION
- DUNING WIJDILIZAT	ION DUE LO LUSS	OFFRUUUCIION

DATE:	3/02/	23 and 3/0	3/23	
SANTIAGO PEREZ	\$	52.00	16	\$ 832.00
MARTIN AMARO	\$	26.00	16	\$ 416.00
GENIS MARTINEZ C.	\$	24.00	16	\$ 384.00
ERIK M. CORNELIO	\$	28.00	16	\$ 448.00
JAVIER RUIZ	\$	26.00	16	\$ 416.00
MAURICIO CARBAJAL	\$	26.00	16	\$ 416.00
				\$ 2,912.00

DL Glover mobilized after hours on 3/2/23; DL Glover's crew members were being compensated while repairing the FM. These costs are not justifiable.

CDL low Boy Driver	\$ 265.00	2	\$ 530.00
TRUCK & LOW BOY	\$ 450.00	2	\$ 900.00
DUMP TRUCK	\$ 60.00	16	\$ 960.00

\$ 2,390.00

27.65 1,754.95 2.0 SK CSS 63.47

Provide an invoice for this material.

#### **EQUIPMENT**

DATE: 3/2 and 3/03/23

<b>EQUIPMENT TYPE</b>	D	AY RATE	DAYS	TOTAL
300 HYUNDAI (8 HR/DAY)	\$	1,750.00	2	\$ 3,500.00
H945 Loader (8 HB/DAY)	\$	1,045.00	2	\$ 2 090 00
(2)TRUCKS (8 HR/DAY)	\$	290.00	2	\$ 580.00
				\$ 6,170.00

TOTAL: \$ 13,226.95 \$8,000.00

EQUIPMENT

	DATE	: 3/2 - 3/03	/23	~
EQUIPMENT TYPE	D	AY RATE	DAYS	TOTAL <
220 HYUNDAI (8 HR/DAY)	\$	975.00	5	\$ 4,875.00
H940 Loader (8 HR/DAY)	\$	845.00	5	\$ 4,225.00
(2)TRUCKS (8 HR/DAY)	\$	290.00	5	\$ 1,450.00
				\$ 10,550.00

Loss of Production costs are not incurred for equipment that wasn't used.

2910 PASADENA FREEWAY PASADENA, TX 77508 Phone: 833-583-1918

#### PUMP SERVICES

Remit To:

Sage Pump Services P.O. BOX 736162 DALLAS, TX 75373-6162

### **QUOTE**

Customer:

783

DL Glover

23715 W. HARDY RD

SPRING, TX 77373

Contract # ..

45037

Contract dt.

3/02/23

8 AM

Date out....

3/02/23

8 AM

Est return.. Job Loc.... 3/09/23

FM 1488 16-IN FM AND WL, MAGNOLIA

Job No....

Ordered By. .

00042313360 P.O. #.....

JOSE RANGEL

Terms..... Net 30 Days

NICHOLAS MYBRS

Sales Rep:

Written by .. NICHOLAS MYERS

Job Site:

D1 glover

FM 1488 16-IN FM AND WL

MAGNOLIA, TX 77353

Contact Name: Job Tel#:

JOSE RANGEL 281-818-9635

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	3" TRASH PUMP ( DIESEL )	146.00	) 146.00	324.00		324.00
2	2023002 3" X 50' LAYFLAT ( CAMLOCK )	18.19		46.01		46.01 70.62
1	3"X 20' TANK TRUCK ( CAMLOCK	27.82	27.82	70.62		10.02
SALES						
Qty 1	Item number LB	Unit EA	Price 150.000			150.00
	LABOR Set up and tear down					
1	ENV	EA	27.881			27.88
1	ENVIRONMENTAL FEE HEIT	EA				N/C
(a)	HEAVY EQUIPMENT INVENTORY TAX	K				
	Total Weight: 115.00					
	DELIVERY CHARGE				•	150.00
	PICKUP CHARGE					150.00

918.51 Sub-total: Tax: 75.78 Total: 994.29

\*\*PLEASE CONTACT SOMEONE IMMEDIATELY IF YOU ARE NOT COMPLETELY BATISFIED WITH YOUR EQUIPMENT\*\*\*

By signing below, I agree that I have received, read, and understand the instructions regarding the use and operation of the rental equipment. I assume full responsibility for all rented equipment. I have read and understand the terms and conditions of this rental agreement and I understand that I am entering into a binding contract with Lessor, as listed on the reverse.

**Customer Signature** 

Date

**Customer Name Printed** 

Sage Purus Employee



2259 Innovation Blvd. Phone: (512) 759-4290 Fax: (512) 759-4291

Hutto, TX 78634

ORDER NO x ACK DATE 03/02/23 76654-00 A O NO. PAGE#

**ACKNOWLEDGEMENT** 

CUST.#: SHIP TO: 1569

FM 1488 WATERLINE RELOCATION DL GLOVER, INC 17501-17531 FM-1488 MAGNOLIA, TX 77354

BILL TO:

DL GLOVER, INC 19101 OIL CENTER BLVD HOUSTON, TX 77073



Please remit all payments to: Techline Pipe, L.P. P.O. Box 676980 Dallas, TX 75267-6980

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CUSTOMER COPY

INSTRUCTIONS (	and the second s
EMERGANCY REPAIR	
SHIP POINT	SHIP-VIA
TECHLINE PIPE - MONTGOMERY	
SAIPRED	MB
NET 30 DAYS	

2021-006

		Year a river a state in the reserve	1.10200012771312
LINE AND DESCRIPTION ORDERED.	AVAICABLE OW	PRICE	AMOUNT (NET)
1 DR1816 44 16" DR-18 C900 PVC CASKE T JOINT x20' CL-235 GREEN	44 FT	74.57	3,281.08
16" GR-18 C900 PVC CASKET JOINT x20" CL-235 GREEN 2 MJSP16P. 8	8 EA	984.61	7,876.88
Steeve 16" Solid Long MJ x MJ P401 LINED		en ae	1,324.00
3 April 100 Size with critical Problem dute	16 EA	303.36	4,853.76
4 SEERIS 16 5 PVC MURESTRAINT GLAND W/ ACC. 20 5 Shipped Total	16 EA	Total	II.
	04	After Hours	17,335.72 750.00 18,085.72
	70.4	Invotee Total	18,085.72
	The state of the s	e e e e e e e e e e e e e e e e e e e	
		***	
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### 🗅 United Rentals:

TRENCH SAFETY
BRANCH CAY
8601 GULF FWT
HOUSTON TX 77017-5701
713-944-9651



#### RENTAL AND SERVICE AGREEMENT

# 218204568

13311 WESTHEIMER 13311 WESTHEIMER RD 70 HOUSTON TX 77077

Office: 281-354-6081 Cell: 281-818-9635

DL GLOVER 24460 NEEDHAM RD PORTER TX 77365-5816

Customer #	1 3640972
Agreement Date	1 03/02/23
Rental Out	1 03/02/23 02: 00 PM
Scheduled In	1 03/09/23 . 02:00 PM
UR Job Log	F.M. RD. 1488 & SH 249
UR Job #	: 98
Customer Job II	) [
p.o. #	2021-006
Ordered By	: Jose Rangel
Reserved By	DARREN NEUMANN
Salesperson	: JORDAN COURTNEY

This is not an invoice Please do not pay from this document

		7		Secretary of the Party of the P			STREET, STREET
	Equipment	Description	Minimum	Day	Neek	4 Week	Estimated Amt.
1		8x16 APS 8x10 MAPS	32,00	1054.00	2330.00	5992.00	
1	10891981	TRENCH BOX ALUMINUM 8' X 16' Make: SPEEDSHORE Model: APS-0816 Serial: 18-1586AS					
4	942/8360	ADJUSTABLE SPREADER 48°-72°					
4	942/8276 1)2-SIDED	RND MEMBER 8' MAPS 8Tx10 WITH MODS			5		
8	940/9820	MODULAR SHIELD PANEL 24" X 10"					
4	940/9787	MODULAR SHIRLD STRUT 84*					
6	940/9245	SEORING PLATE STEEL 8'X16'					
anna 4		THE THEFT			Rental	Subtotal:	2,330.00
	MISCELLANEO Y Itom	US ITEMS:		Price	Unit of	Measure	Extended Amt.
	1 DELIVERY	CHARGE		530.000	RACH		530,00
				Į.	Sales/Miso	Subtotal:	530.00
		·			Agreement		2,860.00
				9	Estimat	Tax:	235.96 3.095.96
COMMEN	TS/NOTES:						
							·
1		LANGE A REPORT IN DOLLARS					

OPTIGNAL RESITAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Fended Protection Plan is only any liable to direct commentation customers. Upon accepting the optional Rental Protection Plan, in return, United agrees to writer custom claims for noodenial damages to or the facility residence of the section of the restal charges to or the facility residence of the facility of the damages as set forth in the Rental and develor Terms.

NOTICE POR RESITAL OF A MOTOR VEHICLE; tree occurrent operage, pure inhomotive, others as a set forth in the Rental and developed protections are not appeared by the Forther Residence of the Protection Plan. In the Protection Plan, or the Protection Plan (Plan Agents) and the Protection Plan Agents (Plan Agents) and the Protection Plan Agents (Plan Agents) and the Protection Plan Agents (Plan Agents) and the Protection Plan Agents (Plan Ag

CUSTOMER SIGNATURE

DATE

**CUSTOMER NAME PRINTED** 

UNITED RENTALS REPRESENTATIVE DELIVERED BY DATE

NOTICE By accepting delivery of the Equipment listed above or mething payment(n) to United for the Equipment listed above. Contemps agrees to be holded by the Final and Bervice Terms of the inferenced URLs, even if the Final of Bervice Agreement has not been fully accepted. COPES OF THE RENTAL AND SERVICE TERMS AND, IF APPLICABLE, THE REY ARE AVAILABLE IN PAYER FURN, UPON INFERENCES. THE RECORDST. THE RENTAL AND SERVICE TERMS AND, IF APPLICABLE, THE REY ARE AVAILABLE IN PAYER FURN, UPON INFERENCES. THE RECORDST. THE RENTAL AND SERVICE TERMS OF THE RENTAL AND SERVICE T Page: 1

CONTINUED

# CITY OF MAGNOLIA NICHOLS SAWMILL WASTEWATER TREATMENT PLANT IMPROVEMENTS WORK ORDER 23 - 004

TWDB Project No. 73938  The Project consists of providing design engineering and improvement of the Nichols Sawmill Road Wast	ment A to this Work Order.
and improvement of the Nichols Sawmill Road Wast apacity will be designed to expand from the curre daily flow with an 8.0 MGD peak flow as indicated in Adetailed project description is presented in Attach Engineering Services:  A detailed scope of services is presented in Attachm	ewater Treatment Plant. The wastewater treatment nt 1.3 MGD average daily flow to 2.0 MGD average the existing TPDES permit.  ment A to this Work Order.
Engineering Services: A detailed scope of services is presented in Attachm	
A detailed scope of services is presented in Attachm	ent B to this Work Order.
	ent B to this Work Order.
Compensation:	
Compensation:	
Engineering Services Agreement dated September 1	er this Work Order will be in accordance with the 4, 2021 and Attachment C to this Work Order. The for surveying and geotechnical work is \$20,000 and vices agreement and is included in the fee.
	oproved by: City of Magnolia
: Michael A. Kurzy, PE	y:
le: Executive Vice President	ïtle:
te: <u>April 6, 2023</u>	Pate:

Additional Comments and Conditions: N/A

#### **Project Description**

The Project consists of providing design engineering services to the City of Magnolia for the expansion and improvement of the Nichols Sawmill Road Wastewater Treatment Plant. The wastewater treatment capacity will be designed to expand from the current 1.3 MGD average daily flow to 2.0 MGD average daily flow with an 8.0 MGD peak flow as indicated in the existing TPDES permit. The improvements to be designed shall meet the requirements of the TCEQ Chapter 217 Design Criteria for Domestic Wastewater Systems and shall include the following:

- 1) Increased plant influent pump station capacity, from a 5.2 MGD firm capacity to 8.0 MGD firm capacity.
- 2) A second wastewater influent channel with a mechanically cleaned influent screen and screenings compactor at the existing headworks structure.
- 3) An additional 0.75 MGD average daily flow treatment unit with a biological aeration section, clarifier, and two sludge digestion tanks. The treatment unit shall include ancillary equipment such as pumps, piping, gates, valves etc. to provide for operation.
- 4) Additional blower capacity and piping to serve the new treatment unit and post aeration if required.
- 5) Increased disinfection basin and chemical addition capacity to meet the 8.0 MGD peak flow.
- 6) Odor control at the screenings area and digester.
- 7) A facility non-potable water system.
- 8) Miscellaneous flow control structures, yard piping, electrical distribution systems and other facilities necessary to support the proposed improvements.
- 9) Permanent electrical power improvements and emergency power improvements.
- 10) Equipment automation and control systems.
- 11) Site work including grading, paving, area lighting, and fencing as required. Improvements to the storm water retention pond.

#### **SCOPE OF SERVICES**

#### I. Project Management

#### A. General Services

- 1. Plan, schedule and manage the Project activities required to complete the Project.
- Perform general administrative services including liaison with the Owner, preparation
  of invoices, sub-consultant coordination, preparation of status reports, tracking and
  reporting Historically Underutilized Business participation, and other tasks required for
  effective and efficient Project administration.
- 3. Identify and consult with governmental authorities (Texas Water Development Board (TWDB), Texas Commission on Environmental Quality (TCEQ), Montgomery County, USACE) having jurisdiction to review and approve engineering documents of the Project design including items identified in environmental assessments, socioeconomic anti-degradation, and other studies. This task will be done in support of Owner required funding applications.
- 4. Coordinate with and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
- 5. Advise the Owner with respect to site surveying and the making of all subsurface investigations, including borings, test pits, soil resistivity surveys, and other subsurface explorations. Survey and Geotechnical Investigation Services are detailed in later sections.
- 6. Provide detailed opinions of probable construction cost for the Conceptual, Preliminary, Intermediate, and Final Design Review meetings. Provide a complete detailed statement of final opinion of probable construction cost with the bid issued documents. Engineer's projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The Engineer does not warrant the accuracy of the opinion of probable construction cost.
- 7. Opinions of Probable Construction Costs should include allowances for contingencies; construction engineering services, and, based on information furnished by Owner, a summary of allowances for legal services, financial consultants, and any administrative services or other costs necessary for the completion of the Project.
- 8. Prepare interim-for-review-only plans, specifications, and documents and submit to the Owner prior to the Conceptual, Preliminary, Intermediate, and Final Design Review meetings. Engineer shall furnish up to ten (10) sets of plans (half-size), specifications, and project documents with a PDF version of each. Within fourteen (14) calendar days

- of receipt of review documents, Owner shall return any comments. Applicable Owner comments shall be incorporated into the Project.
- 9. Schedule and conduct in-house quality control/assurance reviews of the Project documents prior to conceptual, preliminary, intermediate, and final reviews with the Owner.
- 10. Submit one (1) set of plans, specifications and bid documents to the TWDB and/or the TCEQ for review and approval, when required.
- 11. Assist Owner in securing bids and preparing formal contract documents for the Project as detailed in a later section.
- 12. Facilities to be designed shall consist of the following:
  - a) Increased plant influent pump station capacity, from a 5.2 MGD firm capacity to
     8.0 MGD firm capacity.
  - b) A second wastewater influent channel with a mechanically cleaned influent screen and screenings compactor at the existing headworks structure.
  - c) An additional 0.75 MGD average daily flow treatment unit with a biological aeration section, clarifier, and two sludge digestion tanks. The treatment unit shall include ancillary equipment such as pumps, piping, gates, valves etc. to provide for operation.
  - d) Additional blower capacity and piping to serve the new treatment unit and post aeration if required.
  - e) Increased disinfection basin and chemical addition capacity to meet the 8.0 MGD peak flow.
  - f) Odor control at the screenings area and digester.
  - g) A facility non-potable water system.
  - h) Miscellaneous flow control structures, yard piping, electrical distribution systems and other facilities necessary to support the proposed improvements.
  - i) Permanent electrical power improvements and emergency power improvements.
  - j) Equipment automation and control systems.
  - k) Site work including grading, paving, area lighting, and fencing as required. Improvements to the storm water retention pond.

#### B. Project Meetings

#### 1. Project Initiation Meeting

Schedule and conduct a Project Initiation Meeting with the Owner at the beginning of the Project to review and confirm the scope, schedule, project budget, resources, and responsibilities.

- a) Confirm the Project objectives, scope of work, milestone schedule, and Owner expectations.
- b) Confirm and Identify information needed from the Owner for the Project and determine the most efficient method for obtaining information.
- c) Confirm critical Project success factors and Project deliverables.
- d) Identify reporting requirements and other information needed to manage and monitor the progress of this Project.
- e) Prepare meeting notes and list of action items resulting from meeting. Provide a draft copy of meeting notes in portable document format (PDF) to the Owner.

#### 2. Project Status Meetings

- a) Schedule and conduct up to twelve (12) Project design progress meetings with the Owner on approximately a monthly basis to discuss project status, project budget, and project schedule. Discussions shall include review of the work recently completed and work to be completed before the next milestone.
- b) Study and Report Review Schedule and conduct a Study and Report Review meeting with the Owner's staff. The meeting shall review the Conceptual Design Report, Environmental Impact Report, and Anti-Degradation Report and other conceptual project documents. Minutes shall be kept and distributed to the participants.
- c) Preliminary Design Review (30% Design); Intermediate Design Review (60%); and Final Design Review (90%) Schedule and conduct Preliminary, intermediate and Final Design Review meetings with the Owner's staff. The meetings shall review the documents presented for each phase of the project. Minutes shall be kept and distributed to the participants.
- 3. Public Agency Meetings Schedule and conduct up to (3) meetings with Montgomery County, TWDB or TCEQ to consult with and review the project.
- C. Site Visits for Design Schedule and conduct up to five (5) site visits during design to investigate project site, structures, and treatment unit operation. Visits shall be used to clarify any discrepancies on the Drawings and to visit with City staff on treatment and equipment performance.

#### D. Gather Project Information and Data

Consult with the Owner to gather existing information relative to the Project including
existing plans and drawings, project specifications, operation and maintenance
manuals, geotechnical reports, topography map or survey information, environmental
studies, drainage studies, operating reports, discharge monitoring reports, laboratory
data, conceptual design reports, preliminary and final engineering design reports.

Locate existing utilities and underground facilities (utility locate services). A third party
Subsurface Utility Engineering (SUE) subconsultant or exploratory potholing shall be
utilized at critical locations to locate sensitive underground utilities.

#### 3. Topographic Survey

- Provide surveying services to obtain field information needed for design of Project including topographic survey, staking of boring locations, and property boundary surveys.
- b) Provide horizontal and vertical locations of existing improvements and physical features including fences, property lines, roads, bridges, drainage structures, existing utilities, and railroads reasonably expected to be affected by Project.
- c) Provide general locations for large trees, brush, and wooded areas.
- d) Provide survey notes with clear location descriptions of benchmarks and horizontal control points. Global Positioning Satellite (GPS) coordinates shall be provided and listed appropriately for control points and other key structures on survey and construction drawings.

#### 4. Geotechnical Investigation Services

- a) Provide for and coordinate a geotechnical investigation required for design of Project. Drill, classify, and perform pertinent tests on soils at two (2) locations at a depth of forty (40) feet; one at the new 0.75 MGD Treatment Unit and one at the expansion of the disinfection basin.
- b) Provide three (3) copies of geotechnical investigation summary report for Owner record.
- 5. Water Quality Testing Provide guidance to the Owner for employing a water quality testing laboratory to take samples and analyze influent and effluent wastewater quality.

#### II. Studies and Reports

- A. Prepare a Conceptual Design Report presenting conceptual wastewater treatment process diagrams, conceptual design criteria, and conceptual design alternatives available to Owner. Provide an opinion of probable construction cost for each alternative including allowances for contingencies; construction engineering services, and, based on information furnished by Owner, a summary of allowances for legal services, financial consultants, and any administrative services or other costs necessary for the completion of the Project.
- B. Prepare an Environmental Impact Study that includes a wetland determination and a threatened or endangered species evaluation.
- C. Prepare an Anti-Degradation Assessment to identify and quantify any social and economic impacts to the community due to allowing or disallowing discharged pollutants into the

current receiving water body.

#### III. Preliminary Design Services

- A. Upon acceptance of the Conceptual Design Report, prepare Preliminary Design documents consisting of the following: design criteria, existing treatment unit condition and capacities, proposed equipment and improvements, process descriptions and diagrams, considered design alternatives, preliminary site plan, hydraulic profile, and written process control narratives for the Project. Based on the information contained in the Preliminary Design documents, prepare an Opinion of Probable Construction Cost.
- B. Advise Owner if additional reports, data, information, or services of the types described herein are necessary and assist Owner in obtaining such reports, data, information, or services.
- C. Revise the Preliminary Design documents in response to Owner's comments, as appropriate, and furnish to Owner five (5) copies of the final Preliminary Design documents.
- D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

#### IV. Intermediate Design Services

- A. Upon acceptance of the Preliminary Design documents, begin preparing final, detailed, engineered sealed Drawings and Specifications indicating the scope, extent, and character of the Work as generally described in the Preliminary Design Report.
- B. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives and comments from such authorities.
- C. Adjust the Opinion of Probable Construction Cost as required to meet the Project.
- D. Revise the Intermediate Design documents in response to Owner's comments, as appropriate, and furnish to Owner five (5) copies of the final Intermediate Design documents.
- E. Engineer's services under the Intermediate Design Phase will be considered complete on the date when the revised Intermediate Design Phase documents, revised Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

#### V. Final Design Services

A. Upon acceptance of the Intermediate Design documents, complete final, detailed, engineered sealed Drawings and Specifications indicating the scope, extent, and character of the Work as

- generally described in the Preliminary Design Report.
- B. Prepare Final Engineering Design Report indicating the scope, extent, and character of the Work as it was finally designed.
- C. Adjust the Opinion of Probable Construction Cost as required to meet the Project.
- D. Prepare and furnish five (5) complete sets of engineered sealed final design documents and bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of any other related bid documents. Within fourteen (14) days of receipt, Owner shall submit any comments and standard Owner bid documents not previously submitted.
- E. Submit one (1) set of engineered sealed plans, specifications, and bid documents to the [TCEQ, TWDB OR OTHER REVIEWING OR FUNDING AGENCY] or its consultants for approval, where required.
- F. Revise the final documents in accordance with comments and instructions from the Owner and reviewing agencies, as appropriate, and submit five (5) final copies of the engineer sealed final design documents, bidding documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner. Provide a copy of bid issue plans, bid documents, and bid specifications in electronic PDF.
- G. Services under the Final Design Services will be considered complete on the date when the submittals have been delivered to Owner.

#### VI. Bid Phase Services

- A. Upon acceptance of the final design and bid documents and the most recent Opinion of Probable Construction Cost and upon written authorization, assist Owner in advertising and notifying construction news publications for and securing bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
- B. Schedule and conduct up to two (2) pre-bid conferences. The cost for notice publications shall be paid by the Owner.
- C. Distribute bid documents, plans and specifications for the Project to prospective bidders as required. Any non-refundable deposit received from prospective bidders for receipt of plans, specifications, and bid documents will be retained to offset the cost of printing, distributing, and handling said documents.
- D. Assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct or change the bid documents. Assist the Owner in the opening, tabulation, analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by

the Owner.

- E. Consult with Owner as to the acceptability of contractor, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bid documents.
- F. If required by bid documents, evaluate, and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
- G. Assist the Owner in the preparation of formal contract documents for the Work.





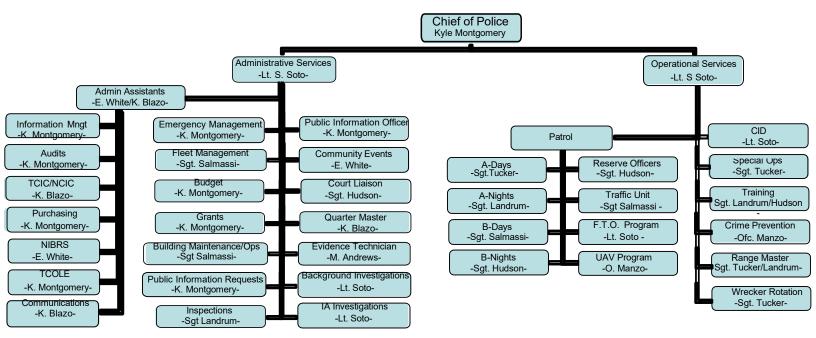
# DEPARTMENT REPORT

**May 2023** 

Prepared by:
Kyle Montgomery
Chief of Police

#### **ADMINISTRATIVE**

### Organizational Chart



### **PATROL**

### **CALL BREAKDOWN**

	Apr	May	Monthly Change
EMERGENCY	18	23	+5
NON-EMERGENCY	246	321	+75

### **CALLS FOR SERVICE**

	Apr	May	Monthly Change	2023
Total Calls for Service	264	344	+80	1,418

<sup>\*</sup>The total calls for service include all priorities, event entries, and officer-initiated calls.

### **OFFENSE REPORTS**

	Apr	May	Monthly Change
Report Totals	67	64	-3

### **RESIDENTIAL PATROLS**

	Windmill Estates	Magnolia Ridge	Dogwood Patches		Timber Hollow	Total
Apr	130	145	144	114	133	666
May	128	143	154	131	144	700

### **CALL TOTALS**

OFFENSES	Apr	May	MONTHLY CHANGE
Burglary of a Vehicle	2	0	-2
Burglary of a Building	0	0	-
Burglary of a Habitation	0	0	-
Theft	4	5	+1
Fraud/Forgery	2	2	-
Criminal Mischief	4	1	-3
Robbery	0	1	+1
Assault/Family Violence	2	2	-
Death Investigation	1	0	-1
Sexual Assault	0	0	-
Motor Vehicle Crash	20	20	-
Alarms	23	21	-2
Medical calls	12	19	+7
Welfare Checks	13	19	+6
Disturbances	6	6	-
Assist Outside Agency	9	16	+7
Narcotics	7	9	+2
DWI	13	15	+2

### **CRIMINAL ARRESTS**

	Apr	May	MONTHLY CHANGE
TOTAL ARRESTS	24	34	+10
NARCOTICS	7	9	+2
DWI	13	15	+2

## TRAFFIC CONTACTS BY RACE

	Asian/ Pacific	Black	Hispanic	Alaskan/ Indian	White
Apr	11	78	199	0	604
May	19	76	236	3	586
Change	+8	-2	+37	+3	-18

### **TRAFFIC CRASHES**

	Apr	May	MONTHLY CHANGE
Fatal	0	0	-
Injury	2	1	-1
Non-Injury	18	19	+1

### TRAFFIC ENFORCEMENT

	Apr	May	MONTHLY CHANGE
FM 1488	491	571	+80
FM 1774	196	214	+18
Magnolia Blvd	357	349	-8
Buddy Riley	95	119	+24
Nichols Sawmill	24	38	+14
Total Violations	1,180	1,291	+111

### **COMMERCIAL PATROLS**

	Apr	May	MONTHLY CHANGE
Business Checks	933	903	-30
<b>Business Contacts</b>	21	43	+22
Totals	954	946	-8

### **CRIMINAL INVESTIGATIONS**

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

	2023
Total Cases	30
Cleared	11
Clearance Rate	37%

		Code Compliance Report For Month Of MAY 2023		
DATE	ADDRESS	NAME	VIOLATION	STATUS
5-1	Raymond, WI 53126	AVALA EXPRESS LLC	TRUCK PARKED ILLEGA	My
5-5	18111 Birddy Roley Blod	City of MAGNERIA	Signs 12	REMOVED
5-5	89 18821 FM 1488 Rd	Stewhause es	OBERGROWN GRASS/WEEDS	Notice Stailed
5-12	18111 Buddy RILEY	City of MAGNOLA	Sient 16	REMOVED
5-15	FM 1488 Rd	(ARLANS)	TRACTOR TRAILER PARKED	REMOVED
5-15	,	TIMBER HOLLOW	STAGE 2 WATER	Nolice SENT/PhoNE
5-19	18111 Buddy Rokey Blod	City of Magnola	Signs 13	REMOVED
5-21	18111 Buddy Riken Blvd	Cite of MAGNOLIA	S1245 70	Removed.
5-31	187) Budge Russ	City of MAGNOLIA	3, Gas 10	Removed
	The Court of the C			
	9			

	FY 2023 MAGNOLIA	MUNICIPAL COURT CO	LLECTIONS REPORT		
Монтн	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					
Jul. 2023					
Aug. 2023					
SEPT. 2023					
Total:	255,023.10	153,796.92	408,820.02		
	BY: FRANCES SUAREZ				

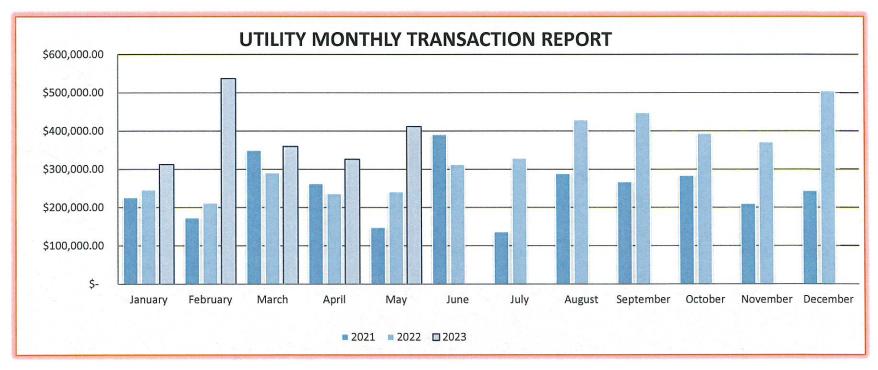
### 2023 MAGNOLIA MUNICIPAL COURT CASE MANAGEMENT REPORT

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										
July										
August										
September										
October										
November										
December										
TOTAL	1,495	2,021	2,608	248	319	249	14	1	0	51
Completed B	y: Frances S	uarez								

	City of Magno			
	Public Works Rep	oort		
	May-23		Ī	
	# Worke	ed/Completed		
AFTER HOURS CALLS		7		
Water leaks		7		
Water taps		0		
Sewer leaks		5		
Sewer taps		0		
Description		ed/Completed		
Hydrants/Blow-offs done	6			
Lift station CALLED IN REPAIRS		4		
Lift Station repairs by PW		1		
Street signs		2		
Street patching		3		
Turn Off's/Turn On's	59	70	NONE	
Mowed	see			
Work orders completed		186		
Shop work Description				
PD Vehicle repairs Svenni		2		
PD Oil changes Svenni		3		
PW Vehicle Work Orders		4		
PW Vehicle Oil changes		2		
TOTAL	71.	11		
	This year	Last Year	D:((	
	May-23	May-22	Difference	
Gallons pumped well#1	2,293.000	4,695.000	-2,402.000	
Gallons pumped well#2	2,812.000	1,867.000	945.000	
Gallons pumped well#3	26,451.000	24,416.000	2,035.000	
Total for the month for all 3	31,556.000	30,978.000	578.000	
*Sewe	er plants inspected 7 days	1		
	Current yr.	Last yr.	D:((	
	May-23	May-22	Difference	
Treated gallons pumped plant#1	26,665.000	13,825.000	12,840.000	
	ı	ı	ı	

#### UTILITY MONTHLY TRANSACTION REPORT (does not include draft pmts)

M	onth	Payment Count	Amount		Month	Payment Count	Amount	% INCREASE
71	January-22	1433	\$ 246,376.57	_	January-23	2064	\$ 312,351.20	26.78%
ſ	ebruary-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			-100.00%
	July-22	1849	\$ 328,967.56		July-23			-100.00%
	August-22	1985	\$ 429,740.87		August-23			-100.00%
Se	otember-22	2059	\$ 448,301.48		September-23			-100.00%
	October-22	2169	\$ 393,764.08		October-23			-100.00%
No	ovember-22	2070	\$ 371,611.87		November-23			-100.00%
Do	ecember-22	2243	\$ 504,803.99		December-23			-100.00%
P	VG	1826	\$ 334,742.29		AVG	2235	\$ 389,316.63	16.30%



### City Administrator's Report for June 13, 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:

- 05/12 Testified before Senate Committee at Capital concerning SJRA
- 05/16 Attended part of an UDC Review Committee Meeting
- 05/17 Met with Local Developer

05/11 Met with City Engineer

- 05/17 Teleconference with GrantWorks and City Engineer
- 05/17 Met with Staff and Local Builder
- 05/18 Met with Staff and Local Builder
- 05/22 Met with Area City Administrators/Managers
- 05/25 Attended Pre-Bid Conference for Water Plant 3 Phase 2
- 05/25 Attended second Transportation Plan Public Meeting
- 05/30 Tim Robertson's first day of employment as City Engineer
- 05/31 Met with City Engineers
- 05/31 Attended Pre-Development meeting
- 05/31 Attended P & Z meeting
- 06/01 Attended Lunch for new City Engineer
- 06/05 Attended Mediation in Conroe
- 06/07 Met with Representatives from Linebarger (Collection Law Firm)

06/07 Teleconference with Mayor and City Attorneys

06/08 Met with County Representatives concerning drainage issue

08/08 Attended 4A meeting

08/08 Attended 4B meeting

I have attached a 2 - page Financial Summary

Don Doering

### City of Magnolia Financial Summary May 31, 2023 67% of Fiscal Year

	Budgeted	Actual	Percent
General Fund			
Revenue	\$6,953,497	\$3,613,005	52%
Expenses	\$5,645,197	\$3,848,419	68%
Water & Sewer Fund			
Revenue	\$10,718,971	\$6,897,651	64%
Expenses	\$5,685,544	\$3,465,484	61%
Capital Projects Enter.			
Revenue	\$500,000	<b>\$0</b>	0%
Expenses	\$4,020,000	\$6,963,543	173%
Debt Service			
Revenue	\$786,235	\$1,270,416	162%
Expenses	\$785,718	\$130,929	17%
4B Community Dev.			
Revenue	\$782,821	\$437,011	56%
Expenses	\$782,821	\$311,008	40%
4A Economic Dev.			
Revenue	\$1,302,000	\$875,144	67%
Expenses	\$1,174,720	\$547,157	47%
•			
Red Light Camera			
Revenue	\$0	\$0	0%
Expenses	\$0	<b>\$0</b>	0%
445 Road Repair			
Revenue	\$662,000	\$471,903	71%
Expenses	\$450,000	\$8,392	2%
Hotel/Motel Occup.			
Revenue	\$50,000	\$35,023	70%
Expenses	\$25,000	\$13,843	55%
100 Co			
MC Security Fund	ć7 000	Ć0 254	4400/
Revenue	\$7,000 \$5,000	\$8,351 \$5,110	119%
Expenses	\$5,000	\$5,110	102%

### City of Magnolia Financial Summary May 31, 2023 67% of Fiscal Year

	Budgeted	Actual	
MC Tech. Fund			
Revenue	\$9,000	\$9,296	103%
Expenses	\$8,100	\$9,937	123%
Scofflaw			
Revenue	\$0	<b>\$0</b>	0%
Expenses	\$0	\$0	0%
In-Kind Franchise			
Revenue	\$0	\$6,057	0%
Expenses	\$0	\$0	0%
Capital Projects			
Revenue	<b>\$0</b>	<b>\$0</b>	0%
Expenses	\$0	\$0	0%
Magnolia Ridge PID			
Revenue	\$124,315	\$119,558	96%
Expenses	\$115,785	\$45,393	39%
Seized Property			
Revenue	<b>\$0</b>	\$20,832	0%
Expenses	\$0	\$11,122	0%
Judicial Efficiency			
Revenue	\$200	\$1,273	637%
<u>Expenses</u>	<u> </u>	<u> </u>	
Total Revenue	\$21,896,039	\$13,765,520	63%
Total Expenses	\$18,697,885	\$15,360,337	82%
Total Rev - Capital P.	\$21,396,039	\$13,765,520	64%
Total Exp Capital P.	\$14,677,885	\$8,396,794	57%

Financial Summary 05312023



### ENGINEERING REPORT

JUNE 13, 2023

#### 1. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN DESIGN

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

Water Plant No. 3 Phase II Design (GST, MCC Building, Detention, Site)

Bid opening was held on June 6, 2023. The low bidder was R & B Group, Inc. with a Base Bid amount of \$4,326,395.00. The engineer's opinion of probable cost was \$4,667,00.00. The Engineer's Review of Bids for Award of Contract and bid tab are **attached**.

<u>For action:</u> Consideration and possible action to award construction contract for Water Plant No. 3 Phase II.

#### 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 elevated storage tank (EST). The hydrogeologic subconsultant is underway with their report. We await decision on the type of elevated storage tank to design. An elevated storage tank overview is **attached**.

**For action:** Consideration and possible action to determine type of EST.

The proposed well location's 150-foot sanitary control radius extents 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 project has completed QA/QC review, has received TCEQ approval, and is advertising. The advertising and bidding schedule is as follows:

First Advertisement: June 7

Second Advertisement: June 14

Pre-Bid Conference: June 22

**Bid Opening:** June 29

Award bids at July 11, 2023 City Council meeting.

JUNE 13, 2023 PAGE 2 OF 9

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

A meeting was held in May with Grantworks, B&W, and City Staff to discuss the project. B&W submitted revised documents to Grantworks on June 2. Grantworks and the mayor will work on executing a grant contract amendment package to the Texas Department of Agriculture (TDA) after Grantworks reviews the engineering revisions.

We anticipate advertisement in August and presenting bids at the September 12, 2023, City Council meeting.

#### D. Amarillo Drive Replacement and Smith Road Repairs

Design is underway 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. 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 as the City indicated that they wanted the new City Engineer to review this.

#### 2. WATER PLANT NO. 3 TEMPORARY FACILITIES

The temporary pressure system continues to work. After Water Well No. 7 is put online and running for two weeks, the temporary facilities will be removed. We estimate this to be by the end of June, contingent upon when the well comes online. It was noted that the

JUNE 13, 2023 PAGE 3 OF 9

hydro-pneumatic tank was waterlogged or is full of water. It ceases to operate as a hydro-pneumatic tank without the air. Typically, a hydro-pneumatic tank has between 1/3 to 2/3 air depending on the pressure. The air, because it is compressible, allows pumps to run longer and have longer stops between run time. This helps keep the pumps cool and extends the life. The hydro-pneumatic tank must have an appropriate amount of air to operate properly. We recommend that operations add 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.

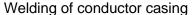
Contract Time / Completion Date: 290 calendar days / November 30, 2023

Contract Amount: \$2,899,500.00

The contractor has provided recommended screening intervals and we have reviewed and approved their recommendations. The well is screening two zones of sand in the Jasper Aquifer. 24-hour operations began on Sunday, June 4, 2023, to install the screens, blank liner, and gravel pack.

Weisinger, Inc. has submitted Pay Estimate No. 3 for \$519,210.00 (attached). This amount represents partial payment for reaming pilot hole to 26-inches in diameter, setting 20-inch conductor casing to a depth of 1,282 feet, and for performing a multi-shot alignment survey.







Welding of conductor casing

#### 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 TCEQ approved Water Well No. 7 for use on April 13, 2023. The first round of bacteriological tests did not pass and chlorine was added to the well. The second round

# CITY OF MAGNOLIA ENGINEERING REPORT

JUNE 13, 2023 PAGE 4 OF 9

of tests did not pass either. On June 5, more chlorine was added to the well and another bacteriological test was taken on June 6. We are awaiting the test results.

A 10,000-gallon HPT is proposed at the site but has not yet been delivered. The City's existing 10,000-gallon HPT is currently at the site and tied into the water system to aid the temporary facilities. City Staff obtained a 20,000-gallon HPT for the site. R&B Group, Inc. had previously placed the footings for the 10,000-gallon HPT at the site. City Staff instructed the contractor to extend one of the footings and place another for the 20,000-gallon tank without any structural engineering design or approval. We see the following three options to proceed:

- 1. Obtain written approval from a structural engineer that the cold-joint footing and the new footing can adequately support the 20,000-gallon HPT. If the footing is acceptable, there are two options for the 10,000-gallon HPT:
  - a. Put the 10,000-gallon HPT east of the 20,000-gallon HPT for redundancy at the site.
  - b. Provide the 10,000-gallon HPT to the Kelly Road GST and HPT addition project.
- 2. Remove the 20,000-gallon HPT and footings. Replace the 10,000-gallon HPT footing that was modified. Use the existing 10,000-gallon HPT at the site until the new 10,000-gallon HPT is delivered.

We will coordinate with City Staff for direction to proceed regarding the HPT.

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.

We present Change Order No. 3 for an increased contract amount of \$120,460.73 for a new total contract cost of \$3,584,469.58. During drilling, it was discovered that this well will be capable of producing 1,600 gpm, an increase from the design capacity of 1,000 gpm. This change order represents the increased VFD size and larger well motor associated with this capacity increase. The increased capacity of 600 gpm will provide an additional 1,000 connections over the amount originally anticipated.

<u>For action</u>: Consideration and possible action to authorize Change Order No. 3 for modifications to contract documents of Water Plant No. 3 Phase I in the amount of \$120,460.73.

R&B Group, Inc. has submitted Pay Estimate No. 5 for \$76,014.00 **(attached)**. This amount represents partial payment for one well television camera survey, installation of the well pump concrete foundation, well discharge piping, yard piping, and electrical work.

We are continuing to coordinate with CenterPoint daily regarding extending power to the site. We have been told by CenterPoint that the Audubon and the Magnolia 4A Economic Development Corporation easements were recorded the week of May 21, but we have not yet received the recorded documents. CenterPoint indicated constructed is tentatively planned for the last week of June.

JUNE 13, 2023 PAGE 5 OF 9



Water well motor and discharge head



Water well discharge piping



10,000-gallon HPT footing with formwork for cold joint extension for 20,000-gallon HPT



20,000-gallon HPT

#### C. Nichols Sawmill Interceptor Sewer Replacement Phase III

B&W recommended using the remaining retainage to pay subcontractors that the contractor failed to pay. We have been informed the City released retainage in accordance with their understanding of the agreement with the contractor. As the City has released retainage, B&W is not doing any further work on this contract.

#### D. FM 1488 Force Main Construction and Water Line Relocation

D. L. Glover, Inc. has completed addressing the deficiency list items. As reported in May, the contractor originally submitted a change order for approximately \$134,000 for emergency repairs to the force main. After further discussions the amount has been significantly reduced. Therefore, we present Change Order No. 4 for an increased contract amount of \$54,800.00 for a new total contract cost of \$2,094,210.23. Raw sewage was observed to be pooling in an area located adjacent to the FM 1488 lift station. DL Glover mobilized to evaluate and perform emergency repairs to multiple leaks found along the new 16-inch force main that were caused by the EPCOR contractor drilling through the

# CITY OF MAGNOLIA ENGINEERING REPORT

JUNE 13, 2023 PAGE 6 OF 9

line. This change order represents the labor, equipment, and bypass pumping costs associated with these emergency repairs.

<u>For action</u>: Consideration and possible action to authorize Change Order No. 4 for modifications to contract documents of FM 1488 Force Main Construction and Water Line Relocation in the amount of \$54,800.00.

#### E. Nichols Sawmill WWTP Expansion

Allco, LLC is approximately 98% complete with the project. Three SCADA startups have been held with the project integrator, BLTI. Deficiency lists have been provided and the majority of items on the list have not been addressed. 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. Work will take 30-60 days, weather permitting.

#### 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 (TWBD): 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. Escrow has been released, and the plans have been sent for agency review.

#### **B. Future Wastewater Treatment Plant**

There is no additional information this reporting period.

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

We provided a response to the environmental review's comments on June 2, 2023. The application is for a \$10,350,000 loan with up to 70% forgiveness, or \$7,245,000 forgiveness.

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. The quickest way to begin design is to not use TWDB funds to pay for the engineering design fee; however, the engineering fees are already included in the application and removing them at this point could also cause delays. If the TWDB allows, we will begin design immediately and the engineering fees will be reimbursed by TWDB funds once received. TWBD, Baxter & Woodman, Inc.,

JUNE 13, 2023 PAGE 7 OF 9

and City Staff have a meeting scheduled for June 7, 2023, to have a more in-depth discussion on the funding.

<u>For action:</u> 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.

If the TWDB does not allow this reimbursement, design will not begin immediately. Design can begin after the transaction closes, which is anticipated for November 2023.

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 are underway with scheduling a site visit for the evaluation. 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 WWTP Expansion to 1.30 MGD project.

#### 6. REGULATORY COMPLIANCE PROJECTS

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

The TCEQ approved the EPP on March 30, 2023. We are moving forward with distributing the EPP as required.

#### B. Sanitary Sewer Overflow (SSO) Initiative

SSO Initiative Plan

The report was submitted to the TCEQ on January 31, 2022. We are awaiting a response from the TCEQ.

#### 7. PLANNING PROJECTS

#### A. Master Thoroughfare Plan

The second open house was held on May 25, 2023. We anticipate a final report in June.

#### B. Unified Development Code (UDC)

The Unified Development Code task force was sent the zoning map for review April 3, 2023. On April 4, 2023, the task force will review Chapters 1-3 Zoning and Chapter 8 Landscaping. In June we anticipate approval by the Planning and Zoning Commission and City Council for the Zoning Map and UDC edits. From May to August we plan to continue updating Chapters 4-11 with the task force.

JUNE 13, 2023 PAGE 8 OF 9

#### C. City Limits, ETJ, and Zoning Map

A City limits and ETJ map update is complete.

We are underway with the zoning map update in conjunction with the Unified Development Code update. Therefore, this will be June/July before the map can be finalized.

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

#### 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. The **attached** letter was sent May 11, 2023, to all development contacts.

#### **B.** Current and Proposed Development

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

B&W met with the following entities to discuss development within the City and its ETJ:

Paragon: met on 5/31 to discuss Paragon development

#### C. Development Acceptance

We are preparing a spreadsheet with the status of developments prior to acceptance. We are also underway with a road log.

# CITY OF MAGNOLIA ENGINEERING REPORT

JUNE 13, 2023 PAGE 9 OF 9

#### 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:
  - o Heritage Green: the water, sanitary, and storm sewer have been added
  - o Mill Creek: the water and sanitary have been added.
  - Escondido: Water lines are in the system, and we are working on water valves, fire hydrants, sanitary sewer, and storm sewer.
  - Glen Oaks: We have received Glen Oaks Sections 3 and 5 plans and CAD files and have added those sections of water line. We will continue to request utilities for the remaining sections.
  - Grand Oaks: We have requested an overall utility map of Grand Oaks MUD, which includes Grand Oaks, and are awaiting it.
  - <u>Audubon</u>: We have received plans for Audubon Creekside North Sections 1 and 4 and Audubon Creekside South Sections 1 and 4.
  - o Timber Hollow: We have request the GIS files for Timber Hollow from LJA.
  - <u>City Limits</u>: 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.
- B&W is reviewing the City's standard specifications and will provide comments. We are about 50% complete.

Michael A. Kurzy, P.E.

**Executive Vice President** 

Baxter & Woodman, Inc.

TBPELS Registration No. F-21783

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Attachments

#### **PLAN REVIEW PROJECT STATUS** 6/6/2023

				Plat				lans ittal No. 1				ans tal No. 2			Plan Submitta					lans ttal No. 4				lans ittal No. 5			F Subm
B&W No.	Client & Project Name	Engineer	Preliminary Plat Received	Preliminary Plat Approved	Final Plat Received	Plans Received	Administratively Complete	Plan Review Letter Sent	No Objection Letter Sent	Plans Received	Administratively Complete	Plan Review Letter Sent	No Objection Letter Sent	Plans Received	Administratively Complete	Plan Review Letter Sent	No Objection Letter Sent	Plans Received	Administratively Complete	Plan Review Letter Sent	No Objection Letter Sent	Plans Received	Administratively Complete	Plan Review Letter Sent	No Objection Letter Sent	Plans Received	Administratively Complete
211709.80-001	MAGNC Ranco Grande Restaurant WSDP	REG	No	No		08/12/21	Yes	08/17/21		01/13/22	Yes	01/27/22															
220756.80-001	MAGNC Magnolia Village South Final Plat	BJ	Yes	Yes		04/05/22	Yes	04/15/22		05/12/22	Yes	05/18/22														·	
220758.80-001 220780.80-001	MAGNC Detention Facilities to Serve Magonlia Ridge Forest Sec 17, 18 & 19 MAGNC C-Store & Gas Station ( missing site plan )	MN CT	Yes No	Yes		04/06/22 04/12/22	Yes Yes	04/18/22 04/26/22		05/05/22 08/16/22	Yes Yes	05/12/22 08/29/22															<b></b>
220837.80-001	MAGNC Carrilos Magnolia Reserve Preliminary Plat (missing site plan)	BJ	No			04/19/22	Yes	05/02/22		00/10/22	100	00/20/22										1				i '	
220876.80-001	MAGNC Magnolia Ridge Forest Section 18 Final Plat	CRE	Yes	Yes		04/25/22	Yes	05/04/22		06/27/22	Yes	07/14/22															
220877.80-001	MAGNC Magnolia Ridge Forest Section 19 Final Plat	CRE	Yes	Yes		04/25/22	Yes	05/04/22		06/27/22	Yes	07/14/22														·	$\vdash$
221258.80-001 221273.80-001	MAGNC Mill Creek Estates Phase IV Mass Grading and Detention  MAGNC Escondido Section 5 WSDP	TDH TDH	No Yes	No No		06/09/22 06/10/22	Yes Yes	06/17/22 06/22/22					04/18/23						-				+ +				$\vdash$
221390.80-001	MAGNC Escondido Section 3 WSBP	CRE	Yes	Yes	Yes	06/27/22	Yes	07/08/22		07/13/22	Yes	07/19/22	04/10/20													' I	
221399.80-001	MAGNC Mill Creek Estates Sec 8 WSDP	TDH	Yes	Yes	No	06/27/22	Yes	07/06/22																			
221489.80-001	MAGNC Escondido Sec 7 Final Plat	CRE	Yes	Yes		06/28/22	Yes	07/13/22																		<b>.</b>	
221563.80-001 221633.80-001	MAGNC Mill Creek Estates Sec 9 WSDP  MAGNC TxDOT Driveway Permit Deceleration Lane and 16-inch Water Line	TDH REG	Yes N/A	Yes N/A	No N/A N/A	07/22/22 07/25/22	Yes Yes	08/02/22 08/02/22																			
221646.80.001	MAGNC Escondido Section 9 Final Plat	CRE	Yes	Yes		08/03/22	Yes	08/04/22																			
221678.80-001	MAGNC Magnolia Ridge Forest Sec 18 WSDP	TDH	Yes	Yes		08/09/22	Yes	08/23/22																			
221716.80-001	MAGNC Mill Creek Estates Sec 10 WSDP	TDH	Yes	Yes		08/11/22	Yes	08/24/22																			
221751.80-001 221943.80-001	MAGNC 29 Acres Located at NE Corner of FM1774 and FM1486 WSDP  MAGNC Escondido Onsite Collector Road WSDP	CP TDH	No Yes	Yes		08/16/22 09/06/22	Yes Yes	08/29/22 09/16/22		04/26/23			05/10/23														
222047.80-001	MAGNC Parkside Magnolia WSDP	TDH	Yes	Yes		09/08/22	Yes	10/04/22	-	04/20/23			03/10/23													,———'	
222157.80-001	MAGNC Mister Car Wash (Site Plan Only)	TDH	Yes	Yes	Yes Yes		Yes	10/21/22																			
222267.80-001	MAGNC Magnolia Ridge Forest Section 20 - DIA	SMA	N/A	N/A	N/A N/A		Yes	11/29/22																			
222269.80-001 222287.80-001	MAGNC HEB Temporary Facilities WSDP (Site Plan Only)	TC/JCN	N/A	N/A	N/A N/A		Yes	44/00/00	10/26/22	04/00/00	Vaa		01/12/23														
222551.80.001	MAGNC Magnolia Place Section 2 (WSDP)  MAGNC Magnolia Place Sec 2 Final Plat	TDH CE	Yes Yes	Yes Yes	No	10/27/22 12/05/22	Yes Yes	11/09/22 2/9/2023		01/09/23 04/14/23	Yes Yes		04/14/23														_
222675.80-001	MAGNC Ascend at Magnolia Place - WSDP	TC	Yes	No	140	12/22/22	Yes	1/12/2023		04/14/20	100		0 1/1 1/20														
230353.80-001	MAGNC Windmill Estates Replat AMJ Trading Replat	CE	No			01/27/23	No	2/9/2023																			
230348.80-001	MAGNC Parkside Magnolia West Preliminary Plat	CE	No			01/31/23	No	2/9/2023		02/22/23 3/7/2023	\/	00/00/00	3/10/2023	0.4/4.0/00	. V		4/4 4/0000									·	
230351.80-001 230344.80-001	MAGNC Wells Fargo Site Plan  MAGNC Water Plant #4 Prelim Plat	CE CE	Yes No			01/31/23 02/06/23	No Yes	2/9/2023 2/9/2023		3/7/2023	Yes	03/20/23		04/12/23	Yes		4/14/2023										
230483-80.001	MAGNC Carillo Magnolia Reserve Final Plat	CE	Yes			02/06/23	No	2/23/2023	J																	!	$\Box$
230476-80.001	MAGNC Carillo Magnolia Reserve Prelim Plat	CE	Yes			02/14/23	No	2/23/2023	_																		
230477-80.001	MAGNC Carillo Magnolia Reserve Site Plan	CE TC/CE	Yes			02/14/23	No	2/23/2023		04/00/00	NI-	00/00/00														i	
230474.80-001 230472.80-001	MAGNC Legacy Tubular (Site Work) MAGNC Nichols Sawmill (Paving)	TC/CE TC	No No			11/17/23 02/02/23	No Yes	11/17/2023 2/23/2023		01/26/23	No	02/23/23														i	
230514.00-001	MAGNC Escondido Lift Station No. 3	TC	Yes	1	1 1	02/02/23	Yes	2/28/2023																		i	
230659.80-001	MAGNC Spur 149 Improvements to Serve Magnolia Village South	TC	Yes			02/17/23	Yes	3/8/2023																		i	
230546.00-001	MAGNC Magnolia Village South (WSDP)	TC	Yes	1	1	02/22/23	Yes	3/8/2023		0.4/47/06	N1/A	In December														i	
In Progress 230487-80.001	MAGNC Magnolia Village Development Agreemnent Admin/ Rezoning MAGNC Wendys Site Plan	CE CE/KB		1	1 1	02/23/23 02/21/23	N/A Yes	04/13/23 03/10/23		04/17/23 03/27/23	N/A Yes	In Progress	04/14/23													i	
2325082.00-001	MAGNC San Angelo and Corpus Plan Review	TC	No			03/22/23	No	04/04/23		03/21/23	169		UT/ 1T/20													i	
2325120.00-001	MAGNC Magnolia Ridge Forest Sec. 17 - LOMR-F	TC				03/22/23	Yes	04/04/23																		i	
2325152.00-001	MAGNC Wells Fargo (WSDP)	TC	Yes			04/11/23	Yes	04/18/23																		i	
2325255.00-001	MAGNC Magnolia Village South Access Drive Prvt Improvements	JR	Yes			04/26/23	Yes	05/10/23																		i	
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All plan review requests go directly to REG from MAK. Send to JCN when REG is out of office.
 All agency-approved plan sets or plats are to be sent to the Production Manager to save in the appropriate spot on the server.
 CenterPoint maps expires 6 months after the request.

#### PLAN REVIEW PROJECT STATUS

6/6/2023

Plans ittal No. 5	
Plan Review Letter Sent	No Objection Letter Sent

#### PLAN REVIEW PROJECT STATUS

6/6/2023

Montge Cou	omery nty	TCEQ						
Drainage Approval	Engineering Approval	Water - Approval	WW - Approval					





May 10, 2023

Developers City of Magnolia

#### Subject: Water Moratorium Connection Allocation

#### Dear Developers:

The City of Magnolia (the "City") put a development moratorium into effect on December 16, 2022, as a result of the number of water connections in the ground meeting the capacity of the City's water supply system. The moratorium was extended on April 11, 2023, and is in effect for another 120 days.

The City is currently underway with construction of Water Well No. 7 at the Guillemont Water Plant (Water Plant No. 3) and Water Well No. 8 at the Kelly Road Water Plant (Water Plant No. 2). It is anticipated that Water Well No. 7 will have a beginning interim phase with a capacity of 500 gallons per minute (gpm), which equates to 833 connections per the Texas Commission on Environmental Quality (the "TCEQ"). It is anticipated to go online by the end of May. It is anticipated that Water Well No. 8 will have a capacity of 500 gpm, which equates to an additional 833 connections. Water Well No. 8 is anticipated to go online by the end of September. The City will upgrade Water Well No. 7 to a final phase of 1,600 gallons per minute. We anticipate this happening by the end of September. This letter serves to notify the developers of the intended release of connections once the Water Well No. 7 interim phase is active.

Baxter & Woodman Consulting Engineers (B&W) prepared a spreadsheet of connection releases for the first four months following the activation of Water Well No. 7, which the City Council approved at the May 9, 2023, Council meeting. The spreadsheet was based on requests from developers concerning their anticipated construction. The spreadsheet is attached. The spreadsheet indicates the release of approximately 200± connections per month. This limit is imposed to control the number of connections and to allow City staff time to set up the accounts and install the meters. The following rules will apply when requesting a meter:

- 1. Meters will not be issued until proof of a passing framing inspection is provided.
- 2. Temporary fire hydrant meters should be utilized for any water needed for inspections until the framing inspection is passed.
- 3. It is anticipated the City staff will be somewhat overloaded with connection and permit requests. As such, and to avoid unnecessary waiting, when the connections are released, entities must call to make an appointment with the City staff for setup of accounts/meters including temporary meters. Please call 281-356-2266 Extension 2. Proof of a framing inspection is needed prior to setting up an appointment for a permanent meter.



As this process goes into effect, please understand that this is a significant amount of work for the City staff. They intend to try and make this run as smooth as possible with as few delays as are possible. B&W and the City appreciate your cooperation in setting up the accounts and installing the meters. If there are any specific concerns with the number of connections in the spreadsheet or the process of obtaining connections, please contact the undersigned. If you have difficulties setting up the appointments, please contact Mr. Don Doering at 281-356-2266, Extension 6.

Sincerely,

Michael A. Kurzy

Distally signed by Michael A. Kurzy

Distally signed by Michael A. Kurzy

Distally signed by Michael A. Kurzy

E-mkurzy@baxterwoodman.com,

O-"Baxter & Woodman, Inc.",

CN-Michael A. Kurzy

Date: 2023.05.10 16:28:30-05'00'

Michael A. Kurzy, P.E. BAXTER & WOODMAN, INC. CONSULTING ENGINEERS TBPELS REGISTRATION NO. F21783

Author MAK:mak

#### City of Magnolia Projected Connections AEI Project No. 210366.00-001

Development Connection (ESFC) Count Schedule Encondido Mag. Place Mag. Ridge Magnolia Village Mstng. Rdg Parkside Magnolia Village (Stratus) arkside Magnolla west 1agnolia Village South3 arkside Magnolia East agnolia Ridge Forest<sup>2</sup> Agnolia Place Sec. 2 Meritage) scondido (150 Paid) 15 AC FM 1486 Tract (Northern Portion) <sup>1</sup> Creek (348 paid) Parkside 1486/1774 (Southern Portion) ustang Ridge Sec. Mustang Ridge Sec. Windmill Estates agnolia Ridge yrtle Gardens eritage Green Timber Hollow (NW of 149) Glen Oaks Vision nognpn Cumulative Monthly Total Total Jun-23 Jul-23 Aug-23 Sep-23 

#### Notes

- 1. Proivded unrealistic schedule for 150 ESFC. A revised schedule was requested but never received.
- 2. Magnolia Ridge Forest calculated total is 476 but listed their total as 716.
- 3. Magnolia Village South is requesting one (1) 8-inch meter for 75 ESFC.

Developments highlighted in **Green** indicate connections already paid. Developments highlighted in **Blue** indicate within City limits.