

Mayor Todd Kana
Daniel Miller, Position 1
Matthew Dantzer, Position 2
Richard Carby, Mayor Pro Tem, Position 3
Brenda Hoppe, Position 4
Jack L Huit 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, AUGUST 8, 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. OPEN PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE EXTENSION OF A MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, PROPERTY DEVELOPMENT, OR CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, UNDER CHAPTER 212, TEXAS LOCAL GOVERNMENT CODE.

On Thursday, December 16, 2022, a temporary moratorium was put in effect on the acceptance, authorization, and approvals necessary for the subdivision, site planning, property development, including residential and commercial property development or construction in the City limits and Extraterritorial Jurisdiction for new projects. A continuing Moratorium was imposed by the adoption of Ordinance No. O-2022-031 on December 21, 2022 with an expiration date of April 20, 2023.

Thereafter, on April 11, 2023, the City adopted Ordinance No. O-2023-003, with an effective date of April 20, 2023 extending the moratorium an additional 120 days. The Current Moratorium is set to expire on or about August 18, 2023 unless it is extended before that date by Ordinance adopted by City Council.

City residents and affected parties are encouraged to provide input on whether the Current Moratorium should be extended an additional 120 days. The Public hearing to extend the Current Moratorium and City Council Meeting will be held on the following date and time:

Hearing: City Council, Tuesday, August 8, 2023 at 6:00p.m.

The public hearing will be conducted in the Sewell Smith Council Chambers, located at 18111 Buddy Riley Blvd, Magnolia, Texas for all persons interested in the Current Moratorium and the extension of the Current Moratorium. At such time and place, all such persons shall have the right to appear and be heard. All persons interested in the moratorium and matters in relation thereto shall take notice of the date and time of said hearing.

The City conducted an analysis to determine the adequacy of the City's current regional water facilities and the need beyond the estimated capacity that is expected to result from new property development. The City has been provided certain findings related to the inadequacy of the existing water facilities to prevent a shortage of essential public facilities. The Moratorium is necessary to maintain the status quo and suspend further development during a period while the City actively took steps to alleviate the inadequacy of the existing water facilities to prevent a shortage of essential public facilities. The public hearing is to receive public input on whether the Current Moratorium should be extended.

4. CLOSE PUBLIC HEARING

5. 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 July 11, 2023.

b. CONSIDERATION – APPROVAL OF PUBLIC FUNDS INVESTMENT PORTFOLIO – 2ND QUARTER ENDING JUNE 2023

c. CONSIDERATION – ACCEPT EXCESS COLLECTIONS FOR 2022 DEBT SERVICE AND CERTIFICATION FOR DEBT SERVICE COLLECTION RATE FOR 2023/2024

d. CONSIDERATION – APPROVAL OF INVESTMENT POLICY

6. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-011 EXTENDING THE MORATORIUM ENACTED BY ORDINANCE O-2022-031

(Mayor Todd Kana)

7. BUDGET CONSIDERATION – TAX RATE (Mayor Todd Kana)

Consideration and possible action if proposed tax rate exceeds the Voter approval rate or the No New Revenue rate (whichever is lower), take record vote to place proposed tax rate/increase on future agenda and set public hearing for August 22, 2023 at 6:00 pm.

8. CONSIDERATION – APPROVAL OF 2022-2023 BUDGET ADJUSTMENTS

(Mayor Todd Kana)

9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ALCOHOL CONSUMPTION AT UNITY PARK FOR A BIRTHDAY PARTY ON AUGUST 19

(Mayor Todd Kana)

10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ALCOHOL SALE AND CONSUMPTION AT UNITY PARK FOR PATRIOTS OF TEXAS FESTIVAL FROM SEPTEMBER 22nd TO 23rd (Mayor Todd Kana)

11. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ALCOHOL SALE AND CONSUMPTION ALONG THE MAGNOLIA STROLL FOR STROLL THROUGH THE RENAISSANCE EVENT ON SEPTEMBER 30 (Mayor Todd Kana)

12. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ALCOHOL SALE AND CONSUMPTION AT UNITY PARK FOR MAGNOLIA CHRISTMAS IN THE PARK DECEMBER 16 (Mayor Todd Kana)

13. CONSIDERATION AND POSSIBLE ACTION TO APPROVE DEVELOPMENT AGREEMENT WITH MAGNOLIA PARAGON, LLC (Mayor Todd Kana)

14. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SANDRA DEE LANE SECTION 1, PRELIMINARY PLAT, +/- 1.925 ACRES (Mayor Todd Kana)

15. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO GIRASOL STREET AND RESERVE, PRELIMINARY PLAT, +/- 13.384 ACRES (Mayor Todd Kana)

16. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SECTION 5, FINAL PLAT, +/- 29.567 ACRES (Mayor Todd Kana)

17. 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 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.

18. **RECONVENE** into regular session and consider and/or take action on item(s) discussed in executive session.
19. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE UTILITY/INFRASTRUCTURE CONVEYANCE WITH SHADYSIDE LAND COMPANY, LLC** (Mayor Todd Kana)
20. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE PETITION REQUESTING CONSENT TO MUD 116'S APPLICATION FOR ROAD POWER AUTHORITY** (Mayor Todd Kana)
21. **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE WORK ORDER 23-005 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE GROUND STORAGE TANK AND HYDROPNEUMATIC TANK ADDITION AT KELLY ROAD WATER PLANT FOR A TOTAL COST OF \$65,418** (Mayor Todd Kana)
22. **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE WORK ORDER 23-004 FOR CONSTRUCTION MANAGEMENT SERVICES FOR WATER PLANT NO. 3 PHASE II FOR A COST OF \$88,154**. (Mayor Todd Kana)
23. **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE BAXTER & WOODMAN WORK ORDER 22-010 AMENDMENT NO. 1 FOR AN INCREASE OF \$25,500 FOR A NEW TOTAL COST OF \$139,600**. (Mayor Todd Kana)
24. **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE BAXTER & WOODMAN WORK ORDER 22-006 AMENDMENT NO. 2 FOR AN INCREASE OF \$36,847 FOR A NEW TOTAL COST OF \$77,347**. (Mayor Todd Kana)
25. **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)
26. **ADJOURN**

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

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

CERTIFICATE

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

DATE _____
TIME _____
TAKEN DOWN _____

Christian Gable, Interim City Secretary



Hearst Newspapers, LLC Order Confirmation

Ad Order Number

0034286474

Sales Rep.

0630-HOU

Order Taker

jvega

Order Source

Rep

Customer

CITY OF MAGNOLIA

Customer Account

20017370

Customer Address

18111 BUDDY RILEY BLVD
MAGNOLIA TX 773545864 USA

Customer Phone

2813562266

Payor Customer

CITY OF MAGNOLIA

Payor Account

20017370

Payor Address

18111 BUDDY RILEY BLVD
MAGNOLIA TX 773545864 USA

Payor Phone

2813562266

PO Number

Ordered By

Christian Gable

Customer Fax

Customer Email

Special Pricing

Tear Sheets

1

Proofs

0

Affidavits

1

Blind Box

Promo Type

Materials

Invoice Text

NOPH EXTENSION OF A MORATORIUM

Ad Order Notes

Gross Amount

2,030.97

Net Amount

\$2,030.97

Tax Amount

\$0.00

Total Amount

\$2,030.97

Payment Method

Credit Card Pymt

Payment Amount

\$0.00

Amount Due

\$2,030.97

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0034286474-01	Legal 10c	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
4 X 37 li	

NOTICE OF PUBLIC HEARING ON THE EXTENSION OF A MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, PROPERTY DEVELOPMENT, OR CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, UNDER CHAPTER 212, TEXAS LOCAL GOVERNMENT CODE.

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City residents and affected parties are encouraged to provide input on whether the Current Moratorium should be extended an additional 120 days. The Public hearing to extend the Current Moratorium and City Council Meeting will be held on the following date and time:

Hearing: City Council, Tuesday, August 8, 2023 at 6:00p.m.

The public hearing will be conducted in the Sewell Smith Council Chambers, located at 18111 Buddy Riley Blvd, Magnolia, Texas for all persons interested in the Current Moratorium and the extension of the Current Moratorium. At such time and place, all such persons shall have the right to appear and be heard. All persons interested in the moratorium and matters in relation thereto shall take notice of the date and time of said hearing.

The City conducted an analysis to determine the adequacy of the City's current regional water facilities and the need beyond the estimated capacity that is expected to result from new property development. The City has been provided certain findings related to the inadequacy of the existing water facilities to prevent a shortage of essential public facilities. The Moratorium is necessary to maintain the status quo and suspend further development during a period while the City actively took steps to alleviate the inadequacy of the existing water facilities to prevent a shortage of essential public facilities. The public hearing is to receive public input on whether the Current Moratorium should be extended.

<u>Product</u>	<u>Placement</u>	<u>Position</u>	<u>First Run Date</u>	<u>Last Run Date</u>
HOU Chronicle	Legals	Legal Notices	Friday, July 21, 2023	Friday, July 21, 2023
HOU Online	Legals	Legal Notices	Friday, July 21, 2023	Saturday, August 19, 2023

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

MINUTES OF PUBLIC MEETING OF THE MAGNOLIA CITY COUNCIL JULY 11, 2023

A meeting of the City Council was held on this date, July 11, 2023, beginning at 5:34pm in the Sewall Smith Council Chambers 18111 Buddy Riley Blvd., Magnolia, Texas 77354.

WORKSHOP SESSION AGENDA

1. CALL WORKSHOP SESSION TO ORDER

Mayor Kana called the workshop session to order at 5:34 pm.

2. ROLL CALL AND CERTIFICATION OF QUORUM

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

Absent: Richard Carby, Brenda Hoppe

3. WORKSHOP SESSION

a. Budget discussion

City Administrator Don Doering and Finance/HR Administrator Beverly Standley led the workshop and budget discussion.

4. ADJOURN WORKSHOP SESSION

Mayor Kana adjourned the Workshop Session at 5:50 pm.

PUBLIC HEARING AND REGULAR MEETING AGENDA

5. CALL MEETING TO ORDER

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

a. INVOCATION

Attendee Chaplain James Russell delivered the invocation.

b. PLEDGE OF ALLEGIANCE

Boy Scouts Cash and Collin from Troup 623 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, Daniel Miller, Matthew Dantzer, Brenda Hoppe and Jack L Huitt Jr.

Absent: Richard Carby

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

6. OPEN PUBLIC HEARING

Mayor Kana opened the public hearing at 6:04 pm and read the Notice of Public Hearing. There were no comments from the public.

NOTICE OF PUBLIC HEARING

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

7. CLOSE PUBLIC HEARING AND CONVENE REGULAR MEETING

Mayor Kana closed the public hearing and convened the regular meeting at 6:04 pm.

8. CITIZEN COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC

(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda). Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:

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

Audrey Amirian, Mill Creek resident, spoke in request of an estimated well completion date, concern of the quality of water provided to residents, concern that she did not receive an individually mailed Consumer Confidence Report or notifications of important utility events that she signed up for, and in request of expediting increased water pressure.

9. CONSENT AGENDA

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

a. CONSIDERATION – APPROVAL OF MINUTES

Consideration and possible action to approve the minutes of the City Council Meeting held June 13, 2023.

b. CONSIDERATION – APPROVAL OF MINUTES

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

MOTION: Upon a motion to approve Consent Agenda made by Councilmember Dantzer and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

10. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-008 TO CHANGE THE ZONING CLASSIFICATION FOR 60.6 ACRES OF MAGNOLIA

VILLAGE FROM AUTO-URBAN COMMERCIAL WITH MIXED RESIDENTIAL TO AUTO-URBAN COMMERCIAL WITH SEMI-URBAN RESIDENTIAL (Mayor Todd Kana)

MOTION: Upon a motion to approve made by Councilmember Dantzer and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

Louis Breedlove, Senior Audit Manager for BrooksWatson Co., gave a presentation explaining the audit process and showing the results of the audit for the 2022 Fiscal Year.

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

(Mayor Todd Kana)

Economic Development Director Rachel Steele presented this item for action.

MOTION: Upon a motion to approve made by Councilmember Dantzer and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

Economic Development Director Rachel Steele clarified that the 6-year term has expired for Robert Franklin and needs to be renewed.

MOTION: Upon a motion to have Robert Franklin fill the expired Board term for Position 1 of the Magnolia 4A Economic Development Corporation made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

Economic Development Director Rachel Steele clarified that filling the unexpired terms are for required administrative documentation.

MOTION: Upon a motion to have Anne Sundquist fill the unexpired Board term for Position 2 of the Magnolia 4A Economic Development Corporation made by Councilmember Hoppe and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

MOTION: Upon a motion to have Basil Tate fill the unexpired Board term for Position 3 of the Magnolia 4A Economic Development Corporation made by Councilmember Hoppe and seconded by Councilmember Dantzer, the Councilmembers voted, and the motion carried unanimously, 4-0.

16. CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMBERSHIP IN THE TEXAS SMARTBUY PROGRAM (Mayor Todd Kana)

Finance Administrator Beverly Standley and Police Chief Kyle Montgomery explained that the Evidence Department within the Magnolia Police Department is in need of blood kits acceptable by DPS and this is the only program available for purchasing.

MOTION: Upon a motion to approve made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

17. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO THE 2023-2024 BUDGET AND TAX RATE CALENDAR (Mayor Todd Kana)

Finance Administrator Beverly Standley explained that because the Council meeting times were changed from 7:00pm to 6:00pm, the report and calendar need updated.

MOTION: Upon a motion to approve made by Councilmember Dantzer and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

18. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-009 FOR A CITY COUNCIL AND MAYOR PER MEETING STIPEND (Mayor Todd Kana)

Mayor Kana elaborated that you will need to be elected to a position on City Council after the Ordinance is put into effect in order to begin receiving a per meeting stipend. City Attorney Leonard Schneider mentioned that the Ordinance is for a proposed salary not dependent on meeting attendance.

MOTION: Upon a motion to adopt Ordinance No. O-2023-009 with the amendment of “salary” replacing “stipend” made by Councilmember Dantzer and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried, 3-1.

19. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-010 FOR A SPEED ZONE CHANGE ALONG FM 1774 (Mayor Todd Kana)

MOTION: Upon a motion to adopt Ordinance No. O-2023-010 made by Councilmember Dantzer and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

20. CONSIDERATION AND POSSIBLE ACTION TO APPROVE INSTALLATION OF A NEW STREET LIGHT AT FM 1774 AND HARLINGEN DRIVE (Richard Carby)

Mayor Kana clarified that the request is for a street light, not a traffic light.

MOTION: Upon a motion to approve made by Councilmember Hoppe and seconded by Councilmember Miller, the Councilmembers voted, and the motion carried unanimously, 4-0.

21. PRESENTATION BY MAGNOLIA PARAGON, LLC (Mayor Todd Kana)

Kevin Mokos, Magnolia Paragon representative, delivered a presentation regarding a proposed mixed-use development adjacent to the Mill Creek neighborhood according to the slideshow provided in the meeting packet.

Christina Miller with ABHR was present to answer legal questions and clarify points within the agreement.

City Council voiced concern in the proposed lot sizes and the name of the development, Magnolia Crossing, being that it already exists in Magnolia.

22. CONSIDERATION AND POSSIBLE ACTION TO APPROVE DEVELOPMENT AGREEMENT FOR MAGNOLIA PARAGON, LLC (Mayor Todd Kana)

City Council requested that this agreement go to the Planning & Zoning Commission for recommendation.

No action was taken.

23. CLOSED EXECUTIVE SESSION

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

The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on notice of Violation and Consent Order by Lone Star Groundwater Conservation District.

The City Council may enter into executive session under Texas Government Code Section 551.071 to receive legal advice on MISD v City of Magnolia, Et Al.

Mayor Kana convened into Closed Executive Session at 7:02 pm.

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

Mayor Kana adjourned Closed Executive Session and reconvened the open meeting at 7:35 pm.

MOTION: Upon a motion to approve Consent Order by Lone Star Groundwater Conservation District made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

MOTION: Upon a motion to approve City's agreement to mediator's proposal on MISD v City of Magnolia made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

25. CONSIDERATION AND POSSIBLE ACTION TO SIGN LETTER OF INTENT ON CONSTRUCTION OF INFRASTRUCTURE TO 35-ACRE TRACT WITH PARKSIDE 1488, LLC AND CUNNINGHAM INTERESTS II, LTD (Mayor Todd Kana)

City Attorney Leonard Schneider summarized the details provided in the letter. Christina Miller, MUD 108 representative, explained that this property is contemplated to be a hospital and the proposal involves annexation.

City Council spoke in interest to revise verbiage in paragraph 1 regarding water details and language found in the development agreement with Magnolia Paragon.

MOTION: Upon a motion to sign Letter of Intent with amendments to paragraph 1 made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

26. CONSIDERATION AND POSSIBLE ACTION TO SIGN LETTER OF INTENT ON CONSTRUCTION OF INFRASTRUCTURE TO 14.246-ACRE TRACT WITH PARKSIDE 1774, LLC (Mayor Todd Kana)

Christina Miller, MUD 108 representative, clarified that this tract is located in MUD 174 found in the City's ETJ.

MOTION: Upon a motion to sign Letter of Intent with amendments to paragraph 1 made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

(Mayor Todd Kana)

City Engineer Tim Robertson recommended taking no action on this item.

No action was taken.

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

City Engineer Tim Robertson stated that he and Baxter & Woodman recommend awarding the contract to ALLCO.

MOTION: Upon a motion to award Construction Contract for Ground Storage Tank and Hydropneumatic Tank Addition at Kelly Road Water Plant to ALLCO made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

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

(Mayor Todd Kana)

City Engineer Tim Robertson summarized the purpose of the Change Order as elaborated in the meeting packet.

MOTION: Upon a motion to approve made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, and the motion carried unanimously, 4-0.

30. ADMINISTRATION - DEPARTMENT REPORTS

ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST

- a. POLICE DEPARTMENT (Chief of Police, Kyle Montgomery)
Police Chief Kyle Montgomery was present to answer any questions regarding his report found in the meeting packet. He stated there were 2 burglaries of uninhabited buildings last month and clarified rumors regarding a “shooting” that turned out to be classified as deadly conduct by the suspect shooting a deadly weapon up into the air.
- b. PUBLIC WORKS DEPARTMENT (City Administrator, Don Doering)
City Engineer Tim Robertson stated that a well is currently down and being repaired but pressure is being maintained throughout the City.
- c. ADMINISTRATION DEPARTMENT (City Administrator, Don Doering)
City Administrator Don Doering introduced Suzanne, manager of GFL Environmental. He proceeded to summarize his report and financials found in the meeting packet.

31. ADJOURN

MOTION: Upon a motion to adjourn made by Councilmember Hoppe and seconded by Councilmember Huitt, the Councilmembers voted, the motion carried unanimously, 4-0, and the meeting adjourned at 8:02 pm.

Todd Kana, Mayor

CERTIFICATION

I certify that this is a true and correct copy of the minutes of the City Council meeting held on July 11, 2023.



Christian Gable, Interim City Secretary

**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: August 8, 2023

Subject: 2nd Quarter Investment Portfolio

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

PFIA REQUIREMENT

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Transparency

RECOMMENDATIONS

Approve

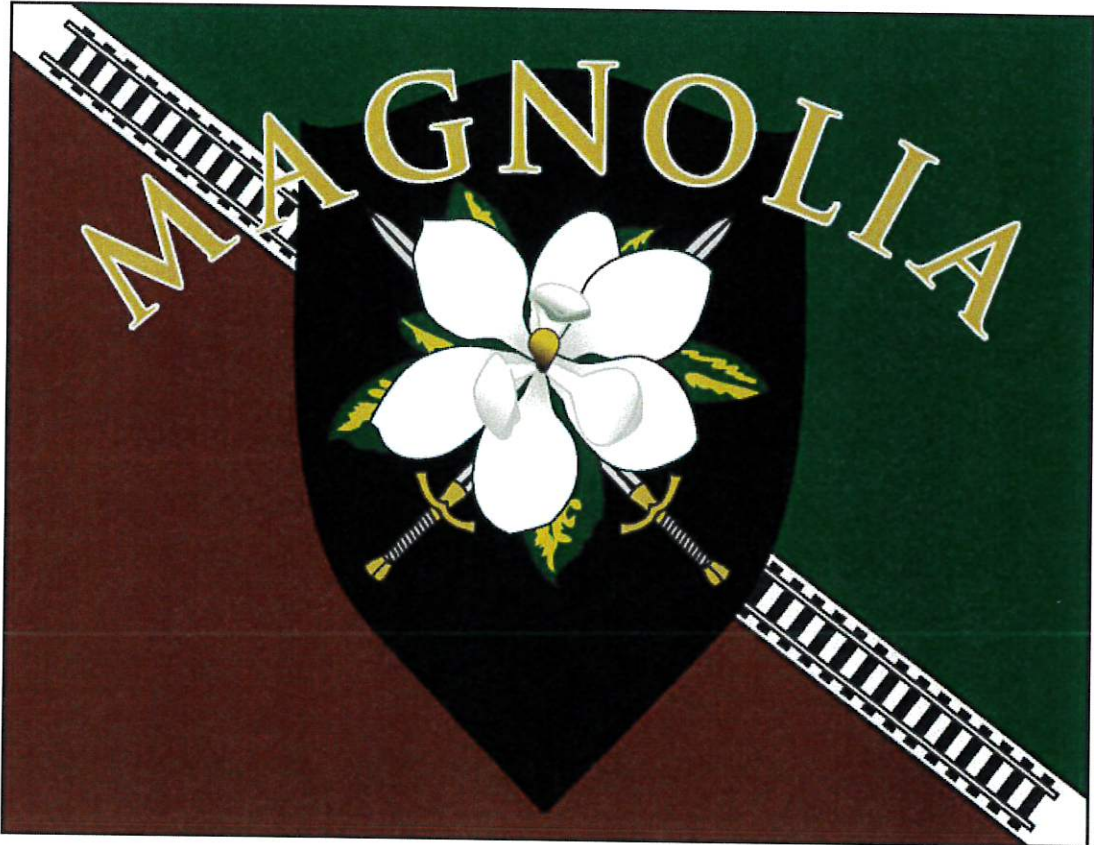
ATTACHMENTS

Investment Portfolio ending June 30, 2023.

Investment Portfolio

Quarter Ending

June 2023





City of Magnolia
Quarterly Investment Report
Investment Officer's Certification
For the Quarter Ended
June, 2023

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

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

Councilmember

Councilmember

City Administrator

Beverly J. Standley
Finance Administrator/Investment Officer



QUARTERLY INVESTMENT SUMMARY

Beginning Balance	\$	647,577.75
Deposits	\$	-
Income	\$	6,841.37
Withdrawals	v \$	-
Expenses	\$	-
Change in Market Value	\$	111.25
Ending Balance	\$	<u>654,530.37</u>

FUNDS INVESTED

DEBT SERVICE RESERVE FUNDS

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

2019 Tax & Revenue C/O v \$ 350,000.00
(N/K/A 2021 Tax Rev C/O)

SPECIAL REVENUE FUNDS

HB445 \$ 150,000.00

OPERATING FUNDS

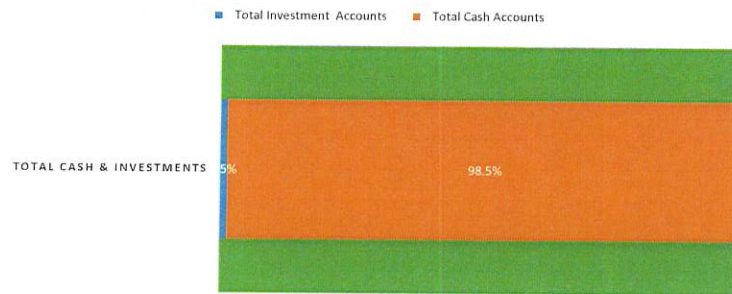
4B-COMMUNITY DEVELOPMENT CORP. \$ -

SUBTOTAL \$ 535,000.00
EARNINGS \$ 119,530.37
TOTAL \$ 654,530.37

v Investment of \$2m was done to get below our bank LOC (has been increased), all except \$350k returned to acct.

City of Magnolia Quarterly Investment Report
Quarter Ending June, 2023

Cash Accounts:		Prior		Changes to		Accrued	Interest	% of	Maturity	Days	WAM
		Market Value	Market Value	Market Value	Book Value						
Pooled Cash-Operating Fund	Woodforest Nat'l Bank	\$ 2,093,924.61	\$ 1,456,335.07	\$ (637,589.54)	\$ 1,456,335.07	n/a	n/a	3.5%	n/a	1	0.035
2022 Tax & Revenue C/O	Woodforest Nat'l Bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	na	na	2.4%	n/a	1	0.024
Scofflaw Fund	Woodforest Nat'l Bank	\$ 350.00	\$ 142.00	\$ (208.00)	\$ 142.00	n/a	n/a	0.0%	n/a	1	0.000
City Administrator's Fund	Woodforest Nat'l Bank	\$ -	\$ -	\$ -	\$ -	n/a	\$ -	0.0%	n/a	1	0.000
Impact Fees	Woodforest Nat'l Bank	\$ 12,428,814.83	\$ 6,177,508.74	\$ (6,251,306.09)	\$ 6,177,508.74	n/a	\$ 124,907.91	14.8%	n/a	1	0.151
Debt Service-2014 G/O Bond	Woodforest Nat'l Bank	\$ 104,226.71	\$ 105,487.23	\$ 1,260.52	\$ 105,487.23	n/a	\$ 1,260.52	0.3%	n/a	1	0.003
Capital Projects-2014 C/O	Woodforest Nat'l Bank	\$ 48.89	\$ 49.48	\$ 0.59	\$ 49.48	n/a	\$ 0.59	0.0%	n/a	1	0.000
Red Light Camera Fund	Woodforest Nat'l Bank	\$ 10.09	\$ 10.21	\$ 0.12	\$ 10.21	n/a	\$ 0.12	\$10.45	n/a	1	0.000
HB445 Fund	Woodforest Nat'l Bank	\$ 2,833,811.88	\$ 2,833,811.88	\$ -	\$ 2,833,811.88	n/a	\$ 35,186.30	6.8%	n/a	1	0.069
HMOT Fund	Woodforest Nat'l Bank	\$ 148,002.91	\$ 158,660.06	\$ 10,657.15	\$ 158,660.06	n/a	n/a	0.4%	n/a	1	0.004
4A-Economic Dev Corp	Woodforest Nat'l Bank	\$ 2,982,833.30	\$ 2,980,378.21	\$ (2,455.09)	\$ 2,980,378.21	n/a	\$ 35,629.15	7.2%	n/a	1	0.073
4B-Community Dev Corp	Woodforest Nat'l Bank	\$ 692,274.86	\$ 767,555.73	\$ 75,280.87	\$ 767,555.73	n/a	\$ 8,970.94	1.8%	n/a	1	0.019
Escrow Agent - Magnolia East	Woodforest Nat'l Bank	\$ -	\$ 6,411,283.77	\$ 6,411,283.77	\$ 6,411,283.77	n/a	\$ 25,469.77	15.4%	n/a	1	0.023
Escrow Agent -SJRA	Woodforest Nat'l Bank	\$ 871,405.83	\$ 955,623.53	\$ 84,217.70	\$ 955,623.53	n/a	n/a	2.3%	n/a	1	0.042
HUD (GLO) Fund	Woodforest Nat'l Bank	\$ 1,728,817.90	\$ 1,728,817.90	\$ -	\$ 1,728,817.90	n/a	n/a	4.2%	n/a	1	0.400
IntraFi Network Deposit- Sweep Acct	Woodforest Nat'l Bank	\$ 18,420,302.31	\$ 16,420,302.31	\$ (2,000,000.00)	\$ 16,420,302.31	n/a	\$ 138,875.93	39.4%	n/a	1	0.001
Raymond James MM Fund	Woodforest Financial Svcs	\$ 145,452.68	\$ 29,589.12	\$ (115,863.56)	\$ 29,589.12	n/a	\$ 177.81	0.1%	n/a	1	
Total Cash Accounts		\$ 43,450,276.80	\$ 41,025,555.24	\$ (2,424,721.56)	\$ 41,025,555.24	n/a	\$ 370,479.04	98.5%			
Investment Accounts:											
Encore Bank Little Rock	Woodforest Financial Svcs		\$ -	\$ -	\$ -		\$ -			0	0.00
First United B&TC	Woodforest Financial Svcs	\$ -	\$ 250,000.00	\$ -	\$ 249,885.00		\$ 1,424.65		12/18/2023	172	1.03
Industrial & Comm'l Bank	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
Israel Discount Bk of NY	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
Pacific Western Bank	Woodforest Financial Svcs	\$ (250,000.00)	\$ -	\$ (250,000.00)	\$ -		\$ 9,941.44			0	0.00
Safra National Bank	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
Cambridge Savings	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
Merchants Bank	Woodforest Financial Svcs	\$ -	\$ 125,000.00	\$ -	\$ 125,013.75		\$ 311.47		9/13/2023	76	0.23
Beal Bank	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
UMPQUA Bank Roseburg	Woodforest Financial Svcs	\$ -	\$ -	\$ -	\$ -		\$ -			0	0.00
First Horizon Bank	Woodforest Financial Svcs	\$ -	\$ 250,000.00	\$ -	\$ 250,042.50		\$ 586.30		12/14/2023	168	1.01
Total Investment Accounts		\$ (250,000.00)	\$ 625,000.00	\$ (250,000.00)	\$ 624,941.25	\$ -	\$ 12,263.86	1.5%			
Total Cash & Investments		\$ 43,200,276.80	\$ 41,650,555.24	\$ (2,674,721.56)	\$ 41,650,496.49	\$ -	\$ 382,742.90	100.0%			



City of Magnolia Account Summary

Brokerage

Account No. 22424987

Closing Value \$654,530.37

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

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

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

Account Purpose

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

Activity

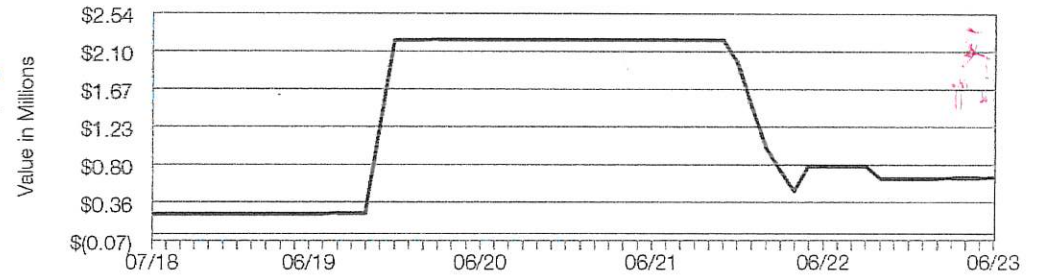
	This Statement		Year to Date	
Beginning Balance	\$	647,577.75	\$	643,054.39
Deposits	\$	0.00	\$	0.00
Income	\$	6,841.37	\$	12,004.73
Withdrawals	\$	0.00	\$	0.00
Expenses	\$	0.00	\$	0.00
Change in Value	\$	111.25	\$	(528.75)
Ending Balance	\$	654,530.37	\$	654,530.37

Dollar-Weighted Performance

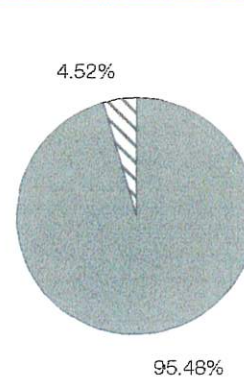
See Understanding Your Statement for important information about these calculations.

Performance Inception 02/10/10	This Quarter	YTD	2022	2021	Annualized Since 02/10/2010
	1.00%	1.80%	0.81%	0.05%	0.87%

Value Over Time



Asset Allocation Analysis



Asset Class	Value	Percentage
US Equities	\$ -	-
Non-US Equities	\$ -	-
Fixed Income	\$ 624,941.25	95.48%
Real Estate & Tangibles	\$ -	-
Alternative Investments	\$ -	-
Non-classified	\$ -	-
Cash & Cash Alternatives	\$ 29,589.12	4.52%

Morningstar asset allocation information is as of 06/29/2023 (mutual funds & annuities) and 06/20/2023 (529s).



Understanding Your Statement

City of Magnolia Account No. 22424987

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

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

If you have opened an advisory account, your investment adviser is either Raymond James Financial Services Advisors, Inc. (RJFSA), an investment adviser registered with the Securities and Exchange Commission (SEC), or a third-party, independently registered investment adviser (RIA). Branch offices of RJFS/RJFSA may market their services under a "doing business as" (DBA) name, which may also be shown on your statement. In these cases, RJFS/RJFSA is still your broker-dealer and/or investment adviser, while the branch is marketing under a DBA name. In addition, registered representatives of RJFS may also be involved in other separately owned and controlled business entities, including their own RIA and/or independent insurance relationships. Unlike the DBA name, these entities are not affiliated with Raymond James. For these advisory accounts, RJFS is still the broker/dealer of record and RJA is still the custodian or sub-custodian of your assets, but the RIA is your investment adviser. If you have any questions regarding what investment adviser or broker dealer entity your financial professional represents, please ask your financial professional for more information or call Raymond James Client Services at 800.647.7378.

If using checks for the purchase of investment securities, checks should be made payable to "Raymond James & Associates" unless you are submitting your investment directly to a recognized mutual fund or insurance company. Information about commissions, service fees and other charges related to your transactions is included on your trade confirmations. Subject to the limited exceptions outlined in the applicable client agreement, all financial products bought or sold for an account for which RJA acts as custodian or sub-custodian should appear on a trade confirmation and your statement. Please contact your financial professional and Raymond James Client Services at 800.647.7378 if you do not see any such purchase or sale reported on your trade confirmation or account statements; if you have questions about the securities positions, balances and transactions in your account; or if you note any other inaccuracy on your account statement. Any oral communications should be reconfirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act. Raymond James' financial statement is available for your inspection at its offices or at <https://www.raymondjames.com>, or a copy will be mailed upon your written request. All other inquiries, including updates to your investment profile and questions about the following information regarding the investments held in your account should be directed to your financial professional. Please refer to your advisory services contract and RJFSA's Form ADV for more information.

Raymond James International Headquarters | 880 Carillon Parkway | St. Petersburg, FL 33716 | <https://www.raymondjames.com>

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Raymond James & Associates, Inc. and Raymond James Financial Services, Inc. are affiliated with Raymond James Bank, member FDIC. Unless otherwise specified, products purchased from or held at Raymond James & Associates or purchased from Raymond James Financial Services are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, are not guaranteed by Raymond James Bank, and are subject to investment risks, including possible loss of the principal invested.

FINRA BrokerCheck - For additional background information on any firm or registered representative with the Financial Industry Regulatory Authority (FINRA), the firm would like to provide you with the following information: 1) FINRA BrokerCheck hotline telephone number is 800.289.9999; 2) the FINRA website address is <http://www.finra.org>; and 3) for a copy of a brochure that includes important information concerning FINRA BrokerCheck, call the hotline or visit <http://www.finra.org>.

MSRB Disclosure - Raymond James & Associates, Inc. and Raymond James Financial Services, Inc. are registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit <https://www.sec.gov/> and <http://www.msrb.org/>.

Financial Advisor Title & Capacity - Raymond James generally refers to financial professionals as "financial advisors" or "advisors." Your financial professional may have a different title and will disclose the capacity in which the firm and he or she acts when providing services to you.

Availability of Free Credit and Bank Deposit Program - You have the right to receive, in the normal course of business and subject to Raymond James having received the funding, any free credit balance, bank deposit program balance, and any fully paid securities to which you are entitled, subject to any obligations you owe in any of your accounts.

Third Party Payments Disclosure - In addition to the fees you pay directly for the services offered by Raymond James and your advisor, Raymond James receives fees from various sources. For more information on fees and expenses, please see <https://raymondjames.com/legal-disclosures/third-party-payments>.

Cost Basis - Effective January 1, 2011, Raymond James reports adjusted cost basis for tax lots of securities covered by the Emergency Economic Stabilization Act of 2008 to the IRS on Form 1099-B.

Understanding Your Statement (continued)

City of Magnolia Account No. 22424987

These tax lots are indicated by a "c." Raymond James will default to the first-in, first-out (FIFO) cost basis accounting method for trades and transfers unless a different method has been selected.

For tax lots or securities that are not covered by the Emergency Economic Stabilization Act of 2008, cost basis information may not be available, may have been estimated by you or your financial advisor, or may have been obtained from third-party sources, and in these instances, Raymond James cannot guarantee its accuracy. Information for uncovered positions will not be reported to the IRS.

Gain or loss will only be calculated for tax lots that have cost basis. Gain or loss information may or may not reflect adjusted cost for return of principal/capital or accretion/amortization. Tax lots where the cost basis is true zero, displayed as 0.00, are included in cost calculations. "Gain or (loss) Pct" is calculated utilizing total cost basis.

Missing basis is not included in cost calculations. Please contact your financial advisor to have missing cost basis information added to your account.

The cost basis, proceeds, or gain/loss information reported has been adjusted to account for a disallowed loss from a wash sale. These adjustments are indicated by a "w" on the affected taxlots. A wash sale occurs when a security is sold for a loss and is re-purchased 30 days before or after the sell.

Cost basis information for uncovered securities or tax lots will not be reported to the IRS; it is displayed for your information only and should not be relied upon for tax reporting purposes. Past performance is not a guarantee of future results. Market valuations may have been obtained from third-party sources and Raymond James cannot guarantee its accuracy or completeness.

For securities classified as Grantor or Royalty Trusts, Master Limited Partnerships or other widely held fixed income trusts, cost basis is not adjusted. These securities receive principal payments or distributions that are classified differently by the issuer at the end of the year. Clients should continue to rely on the issuer information for both cost basis adjustments as well as proceeds adjustments for these securities. For this reason the gain/loss displayed will be unadjusted and is not a true indicator of the investment return. Any adjustment to sales proceeds will be reflected on your 1099.

Unrealized gains or losses are calculated for depreciated gift taxlots. This is referred to as dual basis and is indicated with a "d." The current market value is used to estimate the cost basis and gain/loss until the position has been sold. Once sold, cost basis and gain/loss will be established as the final proceeds are available, and true cost and gain/loss can be determined.

Reinvestments of dividend or capital gain distributions are excluded from Amount Invested but are included in Total Cost Basis. Amount Invested should not be used for trading purposes, it does not represent taxable cost basis, and gains/losses based on amount invested may vary from actual realized gain/loss that will appear on year end 1099's. For any security in which a client has elected the average cost reporting method, the Amount Invested will utilize the average cost per share of all tax lots to calculate amount invested.

Mutual fund tax lots are displayed as one total position and may include covered and non-covered tax lots some of which could be adjusted for wash sales. Sold mutual fund shares that were purchased through reinvestments are combined and shown with a purchase date of "various."

Adjustments made to cost basis throughout the year may cause the information displayed on your client statement to differ from what is reported on the 1099-B which is provided to the IRS at the end of the year.

Realized Gain/loss – is based upon total cost basis, and includes the cost basis of reinvested shares. Realized gain/loss does not include mutual fund long term capital distribution amounts. For taxable accounts, including those that receive information only 1099's, short term debt instruments that result in a capital gain will generally not appear on the realized gain loss report, as those amounts are

reported as ordinary income on the year end 1099. Market Discount is generally not reportable as a realized gain/loss amount, as it is also reportable as ordinary income on the year end 1099.

Cost basis for 529 accounts is provided as informational only and year end 1099Q reports are prepared independently from cost basis data shown on the brokerage statement.

Please refer to the fixed income and alternative investment disclosures for additional cost basis information on those securities.

Dollar-Weighted Performance Reporting - The dollar-weighted performance results represented in this statement are based on performance calculations that take into account the impact of deposits and withdrawals. Because these cash flows are beyond the control of the advisor, they should not be used to evaluate his/her performance. Returns exclude some limited partnerships, unpriced securities and annuity history prior to the annuity being linked to the account. Performance returns are calculated net of management fees, if applicable. Returns for periods greater than one year are annualized returns unless they represent entire 12-month periods. All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and appearing in that section of your statement). Performance for Annuity and RJ Bank CD's may not be all inclusive. Considering these exclusions, overall performance may be different than the results presented in this statement. Past performance is not a guarantee of future results. Information used to calculate performance may have been obtained from third party sources and Raymond James cannot guarantee the accuracy of such information.

Fixed Income Investments - Fixed income securities, including brokered CDs, are priced using evaluations, which may be matrix- or model-based, and do not necessarily reflect actual trades. These price evaluations suggest current estimated market values, which may be significantly higher or lower than the amount you would pay (receive) in an actual purchase (sale) of the security. These estimates, which are obtained from various sources, assume normal market conditions and are based on large volume transactions. Market prices of fixed income securities may be affected by several risks, including without limitation: interest rate risk - a rise (fall) in interest rates may reduce (increase) the value of your investment, default or credit risk - the issuer's ability to make interest and principal payments, and illiquidity risk - the inability to sell bonds promptly prior to maturity with minimal loss of principal. An overview of these and other risks is available at <https://www.raymondjames.com>, <http://www.finra.org>, <https://emma.msrb.org>, and <http://investinginbonds.com>.

Investors interested in regular updates about individual municipal securities can sign up on EMMA (<https://emma.msrb.org>) to receive e-mail alerts when disclosure documents are posted on the website. Investors who track particular bonds identified by their unique "CUSIP" numbers can receive an e-mail notification from EMMA every time a new disclosure document is posted for that security. These documents can include annual and other periodic financial filings, operating data and other types of material events. To sign up for an alert, enter a nine-digit CUSIP number into the "Muni Search" function of EMMA.

Securities ratings, provided by independent nationally recognized statistical organizations, also called Ratings Agencies, are appraisals of the financial stability of a particular issuer and its ability to pay income and return principal on your investment. Although they can assist investors in evaluating the credit worthiness of an issuer, ratings are not recommendations to buy, sell or hold a security, nor do ratings remove market risk. In addition, ratings are subject to review, revision, suspension, reduction or withdrawal at any time, and any of these changes in ratings may affect the current market value of your investment. A Rating Agency may also place an issuer under review or credit watch which may be another indicator of a future rating change. Generally, higher yields and/or lower ratings reflect higher perceived credit risk. News events relating to a particular issuer may generally impact the market price, and consequently the yield, of that issuer's securities, even if their rating has not yet changed. Securities with the same rating can actually trade at significantly different prices. The



Understanding Your Statement (continued)

City of Magnolia Account No. 22424987

absence of a rating may indicate that the issuer has not requested a rating evaluation, insufficient data exists on the issuer to derive a rating, or that a rating request was denied or removed. Non-rated securities are speculative in nature and are less liquid. Raymond James trade confirmations, online accounts and monthly statements display only the ratings of those Rating Agencies to which Raymond James subscribes. For more information on ratings, please visit <https://www.moodys.com>, <http://www.standardandpoors.com> and <https://www.fitchratings.com>. Individual investors may request Moody's and/or S&P credit reports from their financial advisors. Additionally, Fitch reports are available for municipal bonds.

Certificates of Deposit (CDs) purchased through a securities broker and held in a brokerage account are considered deposits with the issuing institution and are insured by the Federal Deposit Insurance Company (FDIC), an independent agency of the U.S. government. FDIC insurance covers up to \$250,000 (including principal and interest) for deposits held in different ownership categories, including single accounts, joint accounts, trust accounts, IRAs, and certain other retirement accounts, per issuer. If you purchased this CD at a premium to par, the premium is not FDIC insured. Certificate of Deposit Disclosure Statement is available at <https://www.raymondjames.com/liquid.htm>. For more information, please visit <https://www.fdic.gov>.

Mortgage-backed securities and Collateralized Mortgage Obligations (CMOs) are priced based on average life. The actual maturity date may be shorter than stated. For more information, please review FINRA's Investor's Guide to Mortgage Securities and CMOs at <http://www.finra.org>.

Foreign bonds are subject to additional risks, including without limitation, currency fluctuations, differing accounting standards, political and economic instability, and changes in tax laws.

The cost basis for Original Issue Discount (OID) bonds and municipal bonds purchased at a premium may or may not have been adjusted using the constant yield method, providing an approximation of the adjusted cost basis and unrealized gains or losses. Cost basis information is displayed for your information only and should not be relied upon for tax reporting purposes. You should consult your tax advisor to ensure proper tax reporting.

Accrued interest for Fixed Income positions is not included in the total position value or the account summary total. Accrued interest is the interest earned but not yet paid on the bond since the principal investment or since the previous coupon payment if there has been one already. In most cases, it is calculated from the date of the last coupon payment (or dated date) through the last day of the month.

Raymond James Bank Deposit Program - The Raymond James Bank Deposit Program is a multibank cash sweep program that deposits available cash in your brokerage account into interest-bearing deposit accounts at one or more banks. Raymond James Bank Deposit Program balances are insured solely by the Federal Deposit Insurance Corporation (FDIC), subject to FDIC limitations and guidelines, which are explained at <https://www.fdic.gov>. If you elected the Raymond James Bank Deposit Program as your sweep option, then any balance in a bank deposit account in the RJBDP can, on your order, be liquidated and the proceeds returned to your securities account or remitted to you.

The Raymond James Bank Deposit Program rate displayed in the Cash & Cash Alternatives section of your statement is the established rate for the last business day of the reported month. However, in the event that a large deposit is made on the last business day of the month, the rate for the next business day may be displayed. Estimated Annual Income is calculated using this rate and, therefore, is solely an estimated value for the month and may not reflect your actual income. For current rates visit <http://www.raymondjames.com/rates.htm>.

"Your bank priority state" indicates the corresponding Bank Priority List that applies to your account. "RJBDP participating banks you declined" displays the names of the banks you have designated as ineligible to receive your funds, which results in your funds being directed to the next bank on the Bank Priority List. "Participating banks recently added" displays additional banks that have been added to the program in the last 90 days. You have the right to designate any bank in the program as ineligible to receive your funds by contacting your financial advisor.

More information about the Bank Deposit Program, including the current Bank Priority Lists, is available at <https://www.raymondjames.com/rjbdp>.

As a reminder, Raymond James may modify or amend the Cash Sweep Program including the terms, conditions and availability of any Cash Sweep option at any time in its sole discretion by providing you with thirty (30) days' prior notice, or in some cases, as set forth in your account opening documentation, no prior notice.

Estimated Annual Income and Estimated Income Yield - The Estimated Annual Income (EAI) and Estimated Income Yield (EIY) provided on this statement are an estimate of the income a security will distribute during the year. These figures should not be confused with actual cash flows, investment yields or investment returns. Actual income or yield may be lower or higher than the estimated amounts. A number of factors may influence the actual income or yield that is received. The amount or frequency of an issuer's dividend may fluctuate or cease, which may cause the income and or yield of the security to fluctuate. EIY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. EAI and EIY for certain types of securities could include a return of principal or capital gains which could overstate the EAI and EIY. Information used to calculate Estimated Annual Income and or Estimated Income Yield may be obtained from third party sources and Raymond James cannot guarantee the accuracy of such information. Estimated Annual Income and or Estimated Income Yield amounts should not be used as a financial planning tool.

Pricing - While sources used for pricing publicly traded securities and other investments are considered reliable, the prices displayed on your statement may be based on actual trades, bid/ask information, vendor evaluations, or other methodologies. As such, the prices displayed on your statement may or may not reflect actual trade prices you would receive in the current market. Pricing for non-publicly traded securities and other investments are obtained from a variety of sources, including issuer-provided information. Raymond James does not guarantee the accuracy, reliability, completeness or attainability of this information. Investment decisions should be made only after contacting your financial advisor.

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

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

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

Cash & Cash Alternatives

Raymond James Bank Deposit Program [#]

Description	(Symbol)	Value	Estimated Income Yield	Estimated Annual Income
Raymond James Bank Deposit Program [#] - Selected Sweep Option				
Valley National Bank		\$29,561.06	0.25%	\$73.97
KeyBank (frmly First Niagara)		\$26.48		
BankUnited		\$1.58		
Raymond James Bank Deposit Program Total		\$29,589.12		\$73.97

Your bank priority state: TX

Participating banks you declined: West Bank, Truist Bank, Raymond James Bank, First Mid Bank and Trust NA, Citibank NA, Tristate Capital Bank, PNC Bank N.A., The Bank of East Asia Ltd, Extraco Banks NA, Cadence Bank NA, Umpqua Bank, NexBank, HSBC Bank USA NA, JPMorgan Chase Bank NA, INTRUST Bank NA and Metro City Bank

Participating banks recently added: The Bank of New York Mellon 06/30/2023; Fifth Third Bank 06/30/2023; Huntington National Bank 06/30/2023; State Street Bank and Trust Company 06/30/2023

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

Estimated Income Yield for RJBDP was calculated as of 06/26/2023.

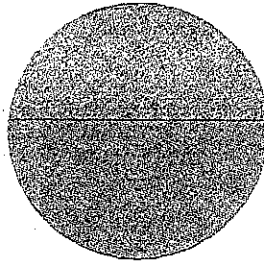
Cash & Cash Alternatives Total		\$29,589.12		\$73.97
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Fixed Income *

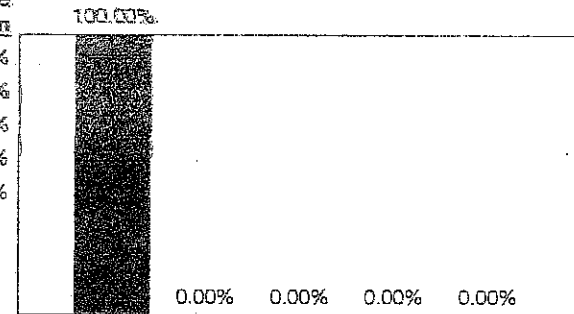
Credit Quality Analysis

Lowest Available *		Current Period Value	Percentage Allocation
U.S. Treasury	\$	0.00	0.00%
Agency/GSE Debt	\$	0.00	0.00%
ABS/MBS/CMOs	\$	0.00	0.00%
Certificates of Deposit (CDs)	\$	624,941.25	100.00%
AAA	\$	0.00	0.00%
AA	\$	0.00	0.00%
A	\$	0.00	0.00%
BAA	\$	0.00	0.00%
Below Investment Grade	\$	0.00	0.00%
Not Rated	\$	0.00	0.00%



Maturity Analysis

Maturity	Current Period Value	Percentage Allocation
0 to < 1 yr \$	624,941.25	100.00%
1 to < 3 yrs \$	0.00	0.00%
3 to < 7 yrs \$	0.00	0.00%
7 to < 14 yrs \$	0.00	0.00%
14 to > yrs \$	0.00	0.00%



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

Certificates of Deposit (CDs)

Description (Account Number or CUSIP)	Par Value	Estimated Annual Income	Date Acquired	Price	Value	Accrued Interest	Total Cost Basis/ Gain or (Loss)	Adjusted Cost/ Gain or (Loss)
FIRST HORIZON BANK FDIC # 4977 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 5.3500% DUE 12/14/2023 (337158BM0) Ratings Information: Not Rated	\$250,000.00	\$13,375.00	06/08/2023	\$100.017	\$250,042.50	\$586.30	\$250,000.00 \$42.50	\$250,000.00 \$42.50 ^A
FIRST UNITED B&TC FDIC # 4857 CERTIFICATE OF DEPOSIT MONTHLY 5.2000% DUE 12/18/2023 (33741RJW6) Ratings Information: Not Rated	\$250,000.00	\$13,000.00	03/15/2023	\$99.954	\$249,885.00	\$463.01	\$250,000.00 \$(115.00)	\$250,000.00 \$(115.00) ^A

Fixed Income (continued) *

Certificates of Deposit (CDs) (continued)

Description (Account Number or CUSIP)	Par Value	Estimated Annual Income	Date Acquired	Price	Value	Accrued Interest	Total Cost Basis/ Gain or (Loss)	Adjusted Cost/ Gain or (Loss)
MERCHANTS BK IN LYNN, IN FDIC # 8056 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 5.3500% DUE 09/13/2023 (588493PZ3) Ratings Information: Not Rated	\$125,000.00	\$6,687.50	06/08/2023	\$100.011	\$125,013.75	\$311.47	\$125,000.00 \$13.75	\$125,000.00 ^A \$13.75
Certificates of Deposit (CDs) Total	\$625,000.00	\$33,062.50			\$624,941.25	\$1,360.78	\$625,000.00 \$(58.75)	\$625,000.00 \$(58.75)

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

Fixed Income Total \$33,062.50 \$624,941.25 \$1,360.78

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

Portfolio Total **\$654,530.37**

Accrued Interest Total **\$1,360.78**

Portfolio Total with Accrued Interest **\$655,891.15**

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



Activity Summary

Income

Type	This Statement	Year to Date
Interest - Taxable	\$6,776.03	\$11,630.14
Interest at RJ Bank Deposit Program	\$65.34	\$374.59
Total Income	\$6,841.37	\$12,004.73

Purchases

Type	This Statement	Year to Date
Purchases	\$(375,000.00)	\$(625,000.00)
Total Purchases	\$(375,000.00)	\$(625,000.00)

Sales / Redemptions

Type	This Statement	Year to Date
Redemptions	\$250,000.00	\$500,000.00
Total Sales/Redemptions	\$250,000.00	\$500,000.00

Activity Detail

Date	Activity Category	Activity Type	Description (Symbol or CUSIP)	Quantity	Price	Amount	Cash Balance	Additional Detail
			Beginning Balance				\$147,747.75	
06/07/2023	Sale/ Redemption	Redemption	PACIFIC WESTERN BANK LOS ANGELES, CA FDIC # 24045 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.5500% DUE 06/07/2023 (69506YVC0)	(250,000.000)	\$1,000	\$250,000.00	\$397,747.75	06/07/23 BOND MATURES @ 100% 4.55% 06/07/23
06/07/2023	Income	Interest - Taxable	PACIFIC WESTERN BANK LOS ANGELES, CA FDIC # 24045 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.5500% DUE 06/07/2023 (69506YVC0)			\$5,871.92	\$403,419.67	Paid on 250,000
06/13/2023	Purchase	Purchase	MERCHANTS BK IN LYNN, IN FDIC # 8056 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 5.3500% DUE 09/13/2023 (588493PZ3)	125,000.000	\$100.000	\$(125,000.00)	\$278,419.67	
06/14/2023	Purchase	Purchase	FIRST HORIZON BANK FDIC # 4977 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 5.3500% DUE 12/14/2023 (337158BM0)	250,000.000	\$100.000	\$(250,000.00)	\$28,419.67	

Activity Detail (continued)

Date	Activity Category	Activity Type	Description (Symbol or CUSIP)	Quantity	Price	Amount	Cash Balance	Additional Detail
06/20/2023	Income	Interest - Taxable	FIRST UNITED B&TC FDIC # 4857 CERTIFICATE OF DEPOSIT MONTHLY 5.2000% DUE 12/18/2023 (33741RJW6)			\$1,104.11	\$29,523.78	Paid on 250,000
06/30/2023	Income	Interest at RJ Bank Deposit Program	Raymond James Bank Deposit Program			\$65.34	\$29,589.12	

Realized Capital Gains & Losses ^o

Short Term

Description (Symbol or CUSIP)	Quantity	Opening Date	Opening Amount	Closing Date	Closing Amount	Gain or (Loss) Pct.	Gain or (Loss)
UMPQUA BANK ROSEBURG, OR FDIC # 17266 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.3500% DUE 03/14/2023 (90421MEK5)	250,000.000	12/07/2022	\$250,000.00	03/14/2023	\$250,000.00	0.00%	\$0.00
PACIFIC WESTERN BANK LOS ANGELES, CA FDIC # 24045 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.5500% DUE 06/07/2023 (69506YVC0)	250,000.000	12/01/2022	\$250,000.00	06/07/2023	\$250,000.00	0.00%	\$0.00
Net Short-Term Gain / Loss Total			\$500,000.00		\$500,000.00	0.00%	\$0.00

^o Please see Cost Basis on the Understanding Your Statement page.

Summary of Gains & Losses

	Year To Date
Short-Term Gain	\$0.00
Short-Term Loss	\$0.00
Long-Term Gain	\$0.00
Long-Term Loss	\$0.00
Net Gain / Loss Total	\$0.00



**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: August 8, 2023

Subject: Certification of Debt Service Collection Rate and Excess

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

ANNUAL REQUIREMENT

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Needed for the voter approval rate worksheet

RECOMMENDATIONS

Approve

ATTACHMENTS

Statement from Tax Assessor-Collectors office.



Tammy J. McRae

Tax Assessor-Collector
Montgomery County

July 7, 2023

TO: All Jurisdictions Levying a 2023 Debt Service Rate

RE: **Consent Agenda Item** for Governing Body

"CONSIDER AND ACCEPT EXCESS COLLECTIONS FOR 2022 DEBT SERVICE AND CERTIFICATION FOR DEBT SERVICE COLLECTION RATE FOR 2023/2024"

Dear Governing Body;

Enclosed is the above information for your agenda. Please contact me should you have questions.

Best Regards,

Tammy McRae, PCAC
Tax Assessor-Collector

"Committed to providing the citizens of Montgomery County with excellent public service while maintaining the highest level of accountability"

400 N. San Jacinto St.
Conroe, Texas 77301

(936) 539-7897
(281) 354-5511 ext 7897



Tammy J. McRae

Tax Assessor-Collector
Montgomery County

July 7, 2023

CITY OF MAGNOLIA
2023-2024 ANTICIPATED COLLECTION RATE
2022 EXCESS DEBT TAX COLLECTIONS

In accordance with the certification requirements of Section 26.04(b), Texas Property Tax Code, the following information is provided for use on the Voter Approval Rate Worksheet:

In accordance with Sec. 26.04(h-1) of the Texas Property Tax Code, if the anticipated collection rate of a taxing unit as calculated under subsection (h) is lower than the lowest actual collection rate of the taxing unit for any of the preceding three years, the anticipated collection rate of the taxing unit is equal to the lowest actual collection rate of the taxing unit for any of the preceding three years.

Your anticipated collection rate for 2023 is 99.46% based on the actual collection rates for the preceding three years of:

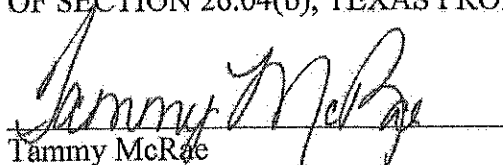
Tax Year 2020 = 98.85%

Tax Year 2021 = 100.42%

Tax Year 2022 = 99.46%

Excess 2022 debt tax collections are \$0.00. This amount is to be used in the 2023 debt tax rate calculation because the 2022 actual debt tax collection rate did not meet the anticipated 2022 debt collection rate which was equal to 100%, pursuant to Sec. 26.04(e)(3)(C), Texas Property Tax Code.

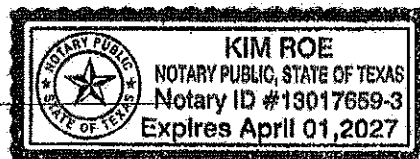
I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE CERTIFICATION REQUIREMENTS OF SECTION 26.04(b), TEXAS PROPERTY TAX CODE.



Tammy McRae
Montgomery County
Tax Assessor-Collector

Sworn and subscribed before me this 7th day of July 2023.

Notary Public for the State of Texas



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Conroe, Texas 77301

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Tax Assessor-Collector
Montgomery County

July 7, 2023

TO: All Jurisdictions Levying a 2023 Debt Service Rate

RE: Consent Agenda Item for Governing Body

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July 7, 2023

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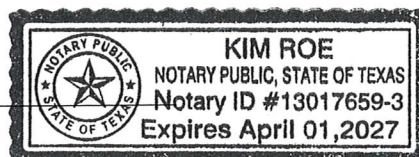
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Tammy McRae
Montgomery County
Tax Assessor-Collector

Sworn and subscribed before me this 7th day of July 2023.

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Conroe, Texas 77301

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(281) 354-5511 ext 7897

**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: August 8, 2023

Subject: Investment Policy

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

ANNUAL REQUIREMENT

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

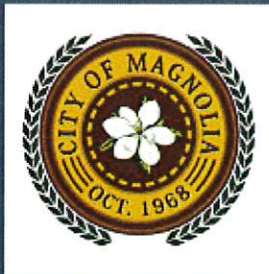
Audit Deficiency

RECOMMENDATIONS

Approve

ATTACHMENTS

Investment Policy (NO Changes)



Investment Policy

City of Magnolia

INVESTMENT POLICY

It is the policy of the City of Magnolia to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds, including the Public Funds Investment Act of 1995 as stated in Chapter 2256, Government Code and subsequent amendments thereto.

I. Scope

This investment policy applies to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation or retirement programs. The funds to which this policy applies are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Trust and Agency Funds
- (any new fund created by the legislative body unless specifically exempted)

II. Objectives

The City of Magnolia shall manage and invest its cash with four objectives, listed in order of priority: **Safety, Liquidity, Yield, and Public Trust**. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

SAFETY

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

LIQUIDITY

The City's investment portfolio shall be structured such that the City is able to meet all operating requirements which might be reasonably anticipated.

YIELD

The City's cash management portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

PUBLIC TRUST

ALL PARTICIPANTS IN THE City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions which might impair public confidence in the City's ability to govern effectively.

III. Responsibility and Control

DELEGATION OF AUTHORITY AND TRAINING

The City Administrator, or employee approved by City Council, is designated as investment officer of the City and is responsible for investment decisions and activities. The investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. This does not prohibit an investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this policy.

The investment officer shall attend at least one training session containing at least ten (10) hours of instruction relating to the officer's responsibility under the Act within twelve (12) months after assuming duties. An investment officer also shall attend a training session not less than once in a two-year period and may receive not less than ten (10) hours of instruction relating to investment responsibilities from an independent source approved by the City Council. Such training must include education in investment controls, security risks, market risks, diversification of investment portfolio, and compliance with state law pertaining to investment of public funds.

INTERNAL CONTROLS

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City Administrator shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

PRUDENCE

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an officer has exercised prudence with respect to investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
2. Whether the investment decision was consistent with the investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately, and that appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Administrator any material financial interests in financial institutions that conduct business with the City; and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio, particularly with regard to timing of purchases or sales.

An investment officer of the City who has a personal business relationship, as defined by state law, with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

IV. Reporting

QUARTERLY REPORTING

The Investment Officer shall submit a signed quarterly investment report that summarizes investment transactions for all funds covered under this policy for the preceding reporting period.

METHODS

The quarterly investment report shall be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report must:

1. Describe in detail the investment position of the City on the date of the report;
2. Be prepared by investment officer of the City;
3. Be signed by investment officer of the City;
4. Contain a summary statement prepared in compliance with generally accepted accounting principles of each pooled fund group that states the:
 - (a) beginning market value for the reporting period,
 - (b) additions and changes to the market value during the period, and
 - (c) ending market value for the period;
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested that has a maturity date;
6. State the maturity date of each separately invested asset that has a maturity date; and
7. State the account or fund or pooled group fund in the City for which each individual investment was acquired.

ANNUAL AUDIT

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit, money market accounts, or similar accounts, the above required reports prepared by the investment officer shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by auditor.

V. Investment Portfolio

INVESTMENTS

Assets of the City may be invested in the following instruments provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

AUTHORIZED INSTRUMENTS

1. Obligations, including letters of credit, of the United States of America, its agencies and Instrumentalities.
2. Direct obligations of the State of Texas and agencies thereof.
3. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas and having received a rating of not less than double A or better.

4. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm and having received a rating of not less than double A or better.
5. Certificates of Deposit of state and national banks or savings banks with a main or branch office in Texas, or state or federal credit unions in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations described in 1 through 4 above, which are intended to include all direct agency or instrumentally issued mortgage backed securities rated "AAA" by a nationally recognized rating agency, or by Article 2529b-1, V.T.C.S., and that have a market value of not less than the principal amount of the certificates.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with at third party, selected by the City Administrator, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank with a main or branch office in Texas. The limit for repurchase agreements is the lesser of 5% of the City's portfolio or \$20,000.
7. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law.
8. No-load money markets mutual funds registered with and regulated by the Securities and Exchange Commission with a dollar-weighted average stated maturity of 90 or fewer days and included in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

No-load mutual funds are also authorized if they are registered with the Securities and Exchange Commission, have an average weighted maturity of less than two (2) years, and are invested in obligations authorized in this section. Such mutual funds must be continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent and conform to the requirements set forth in the current law relating to the eligibility of investment pools to receive and invest funds of investing entities.

9. The City will designate one banking institution through a competitive process as its central banking services provider at least every five (5) years. This bank will be used for normal banking services including disbursements, collections and safekeeping of securities.

Other banking institutions from which the City May purchase certificates of deposit will also be designated as a depository for collateral purposes and shall submit annual financial reports to the City.

UNAUTHORIZED INSTRUMENTS

The City's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of more than five years.
4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

EXISTING INVESTMENTS

The City is not required to liquidate investments that were authorized investments at the time of purchase.

When liquidating any security, the City must receive and retain documentation of having received three (3) bids.

When purchasing or selling obligations of the United States, its agencies and instrumentalities and any CD, the City must receive and retain documentation of having received three (3) bids.

HOLDING PERIOD

The City intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed five (5) years. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve (12) month period.

RISK AND DIVERSIFICATION

The City recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio general guidelines.

1. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act which are described herein.
2. Risk of market price changes shall be controlled by avoiding over-concentration of assets in specific instruments other than U. S. Treasury Securities and Insured or Collateralized Certificates of Deposits.

3. Risk of illiquidity due to technical complications shall be controlled by selection of securities dealers as described herein.

The following maximum limits, by instrument, are established for the City's total portfolio:

1. U. S. Securities -----100%
2. Certificates of Deposit -----100%
3. Agencies and Instrumentalities -----90%
4. Authorized Pools-----50%
5. Other Obligations Described on pg 5, 2-3-----90%
6. Repurchase Agreements-----5%
7. Money Market Mutual Funds-----50%

MONITORING

Market price of investments acquired with public funds will be based on values listed in the Wall Street Journal.

SETTLEMENT

All transactions, except investment pool funds and mutual funds, are to be settled on a delivery versus payment basis.

VI. Selection of Brokers/Dealers

SELECTION OF AUTHORIZED BROKERS

The City Council shall at least annually review, revise, and adopt a list of qualified brokers authorized to engage in investment transactions with the City.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- certification of having read the City's investment policy signed by a qualified representative of the organization
- acknowledgement that the organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.
- proof of HB 1378 ethics filing

VII. Safekeeping and Custody

INSURANCE AND COLLATERAL

All deposits and investments of the City funds in certificates of deposit or repurchase agreements shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the City Administrator or a third-party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. Collateral will be registered in the City's name and held by third party custodian.

SAFEKEEPING AGREEMENT

Collateral pledged to secure deposits of the City shall be held by a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

COLLATERAL DEFINED

The City shall accept only the following securities as collateral:

1. FDIC insurance coverage.
2. Direct obligations of the United States of America, its agencies, and instrumentalities, which have a liquid market with a readily determinable market value.
3. Obligations the principal and interest on which are unconditionally guaranteed or insured by the State of Texas; or
4. A security of the State of Texas, or of a county, city, or other political subdivision of the State of Texas, having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the City Administrator or the City's independent auditors.

VII. Investment Policy Adoption

The City investment policy shall be adopted by resolution of the City Council. The policy and strategies shall be reviewed on an annual basis by the City Council. The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and the written instrument so adopted shall record any changes made to either the investment policies or investment strategies.

IX. Investment Strategy

The City maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

1. Investment strategies for governmental and proprietary fund types, other than debt service and capital projects funds, will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to medium-term securities which will complement each other in a ladder or barbell maturity structure.
2. Investment strategies for debt service funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance, specific to an individual issue, of short-to intermediate-term maturities. Investments should ensure adequate monies from cash flow will be available for debt service payments.
3. Investment strategies for capital projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.
4. For pooled fund groups, the maximum dollar-weighted average maturity allowed, based on the stated maturity date, for the portfolio may not exceed 365 days.

*Glossary
Of
Common Treasury Terminology*

AGENCIES: Federal agency securities

ASKED: Price at which securities are offered

BID: Price offered for securities

BOOK VALUE: The original acquisition cost of an investment, plus or minus the accrued amortization or accretion.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): Official annual report for the City of Magnolia which includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY vs. PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at a lower face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A Federal agency that insures bank deposits, currently up to \$250,000.00 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulates and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Bank vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act of 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks, and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LETTER OF CREDIT: An irrevocable commitment, usually made by a commercial bank (Federal Home Loan Bank – FHLB), to honor demands for payment of a debt.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size that can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (L-GIP): Aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The current face or par value of an investment, multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

MASTER REPURCHASE AGREEMENT: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party, and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

MATURITY: Date on which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: Market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: Group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC), registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their own capital as well as the probable income to be derived.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

QUALIFIED REPRESENTATIVE: A. person holding a position with a business organization, who is authorized to act on behalf of the business organization and who is one of the following:

- for a business organization doing business regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

- for a state or federal bank, savings bank, or state or federal credit union, a member of a loan committee for the bank or branch of the bank, or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool and to sign the written instrument on behalf of the investment pool; or
- for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement which is structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception—when the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: Service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SEC RULE 15C3-1: See uniform net capital rule.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: Non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten (10) years.

TREASURY NOTES: Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

YIELD: Rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called **NET CAPITAL RULE** and **NET CAPITAL RATIO**. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**CITY OF MAGNOLIA, TEXAS
ORDINANCE 2023-011**

AN ORDINANCE OF THE CITY OF MAGNOLIA, TEXAS, (“CITY”) EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Magnolia (“City Council”), Texas as a duly-elected legislative body, finds that it is facing significant historic commercial and residential growth; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to extend the moratorium enacted by Ordinance O-2022-031 in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, The Texas Local Government Code, including Chapter 212 grants the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) of the City are comprised of a combination of topographical and ecological features that create significant development challenges; and

WHEREAS, the City conducted an updated analysis to determine the adequacy of the City’s current regional water facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the analysis by the City’s Water Engineer and City Administrator, the City Council has made updated findings contained herein as **Attachment “A”** related to the inadequacy of existing essential public facilities in accordance with Sections 212.135 and 212.136 of the Texas Local Government Code; and

WHEREAS, in light of the updated findings, the City Council finds that certain essential public and private infrastructure, being water facilities throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the updated analysis provided by the City’s Water Engineer and City Staff, the outstanding permits issued by the City prior to this moratorium, and the City’s impact fee analysis, the City Council makes the following findings:

1. Taking into account all water that has been committed by contract, the City’s water facilities are at capacity; and
2. Based on the contractual commitments that will utilize all additional capacity of the City’s water plants, there is currently no additional capacity available to commit to development of lots; and
3. The City has made reasonable progress to provide additional capacity and is in the process of building Wells Numbers 7 and 8, and an additional well in conjunction with a Developer. However, Well Number 7 will not operate a full capacity until late Summer or Early Fall of 2023 and Well Number 8 will not be completed until late Winter 2023 or January of 2024. The City believes that it will need at least two wells operating before it can reasonably determine if its capacity will meet current and contracted needs.
4. This extension of the moratorium is limited to 120 days unless the City determines there is a need for continuing the moratorium, namely not having sufficient capacity to meet current and contracted needs for water.
5. This moratorium should be reasonably limited to property located in the City limits and the ETJ.

WHEREAS, the City continues to take actions to increase the water capacity of the City of Magnolia, but allowing for additional new development with new water service connections will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of essential public facilities, water capacity, and to secure funds to pay for such remedial measures; and

WHEREAS, the City Council has authorized the purchase of additional water plant sites and is planning to design, permit, and build additional water wells in 2024 and 2025; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed

time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, sufficient notice and a hearing have been published and held in accordance with applicable statutes, laws, and regulations to extend a moratorium; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

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

SECTION 1. FINDINGS OF FACT: That the City Council of the City of Magnolia does hereby adopt as a part of this Ordinance the several findings of fact as set out in the preamble to this Ordinance and finds that the several conclusions reached therein are true, correct and accurate and are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

A. Commercial property: means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.

B. Essential public facilities: means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.

C. Permit: means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

D. Project: means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

E. Property development: means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

F. Residential property: means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Magnolia hereby enacts this Ordinance in City of Magnolia Ordinance No. O-2023-011

Temporary Moratorium

Page 3 of 7

order to extend the temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to all city zoning district uses within the City Limits and to the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits.

SECTION 4. PURPOSE: This temporary moratorium is being enacted to: (i) prevent a shortage of essential public facilities, namely water facilities that are operating at capacity, taking into account all water committed with permits and by contract; and (ii) for the protection of the health, safety and well-being of the residents, citizens and inhabitants of the City of Magnolia, Texas, to prevent a shortage of essential public facilities, being water services.

SECTION 5. ENACTMENT: The City of Magnolia hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval, and issuance of permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property for residential and commercial property development in the City of Magnolia and its ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of one hundred twenty (120) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner. During said period of moratorium, the City shall cease accepting permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property for residential and commercial property development in the City of Magnolia and its ETJ as provided under all Ordinances that may be related thereto of the City of Magnolia, including all amendments thereto during the period of moratorium.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to have two new wells operational with additional capacity to fully meets current and contracted requests for water service and fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended actions to alleviate the need for the moratorium and any changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. ADOPTIONS OF PROVISION OF CHAPTER 212:Further, the City of Magnolia adopts verbatim the waiver procedures required by Local Government Code, Section 212.137 on the date the moratorium takes effect and, as applicable, the limitations on the moratorium as specified in the Local Government Code, Section 212.139(a) and (b).

SECTION 9. EXCEPTIONS AND EXEMPTIONS

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the City-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be

determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact water capacity

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

- 2. Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of December 16, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to December 16, 2022. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.
- 3. Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
- 4. Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain water infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local

Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 10. DETERMINATIONS & APPEALS

- A. Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 11. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 12. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 13. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 14. EFFECTIVE DATE: This Ordinance shall be effective upon expiration of the moratorium on April 20, 2023 and shall extend the moratorium for 120 days.

SECTION 15. PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open City of Magnolia Ordinance No. O-2023-011

Temporary Moratorium

Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

READ & APPROVED on the 8th day of August, 2023.

CITY OF MAGNOLIA:

Todd Kana, Mayor

ATTEST:

Christian Gable, Interim City Secretary

MEMORANDUM

Date: August 2, 2023

To: Don Doering

From: Tim Robertson

Re: City of Magnolia
Water Moratorium Extension

On December 16, 2022, the City of Magnolia (the "City") entered a water moratorium on installation of new meters utilizing the City's water system for connections. At that time there was insufficient water supply facilities to provide additional connections to the system as detailed in a letter by, Baxter & Woodman (B&W), the City's Engineer at the time. Thereafter on April 5, 2023, the City extended the moratorium with an effective date of April 20, 2023, for an additional 120 days. At that time there was insufficient water supply facilities to provide additional connections to the system as detailed in a letter by B&W dated April 5, 2023. This letter reviews the current situation with regards to the existing water system.

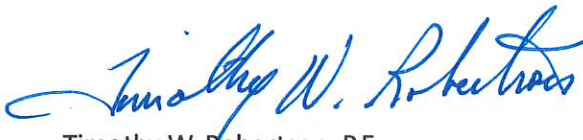
I am pleased to inform you that ongoing water infrastructure improvements have been put in service in recent weeks and the available City water well capacity has increased by approximately 850 gpm. This milestone has allowed the City to start issuing meters for new connections under the provisions of the allocations approved by Council in May 2023.

Currently, the City is issuing meters at a rate of 50% of the approved allocations, but this will increase in the coming days and weeks. The reasons for the current 50% rate are because of temporary well equipment and staff limitations on processing numerous water meter applications. New Water Well No. 7 currently has temporary pumping equipment that will soon be replaced with permanent equipment. Replacing this equipment will require Well No. 7 to be out of service for 2 to 3 weeks once it begins, and it is advisable to temporarily limit the quantity of meters being issued until this is completed since we'll lose the available capacity of the well during the time the equipment is being changed. Once the permanent equipment is installed in Well No. 7, the City will have a total well capacity of approximately 3,800 gpm. The consulting engineer for Well No. 8 (B&W) estimates that it will have 500 gpm capacity once it is completed (currently being constructed at Water Plant No. 2 on Kelly Rd). Completion of Well No. 8 will bring the total firm well capacity across the water system to approximately 4,300 gpm. This 4,300 gpm capacity is scheduled to be available before the end of the year.

While the above noted improvements will get the City past the current moratorium, it will not meet the ultimate needs of the City's growth. The City's current ultimate commitments exceed 11,000 units. It is expected that the growth will continue, and the City will need to continue to add additional capacity after completing the improvements currently under construction. The City is currently planning on adding the necessary water plants to meet the demand over the next several years.

While it is vital for progress to continue and end the current moratorium on issuing new meters, it is just as important to end it at the appropriate time. In my opinion the appropriate time is when there is enough system redundancy to help prevent a water emergency when there is an unexpected equipment failure (such as what recently occurred when existing Well No. 6 required emergency repairs) and simultaneously meet the rising demand on the water system infrastructure. **Accordingly, I recommend the moratorium be extended for 120 calendar days.** As improvements are completed and our system capacity and redundancy grows in the coming weeks and months, I'll keep you informed and stand ready to recommend rescinding the moratorium when justified by conditions and capacities.

Please let me know if you have any questions.



Timothy W. Robertson, P.E.
City Engineer



8/2/2023

**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: August 8, 2023

Subject: 2023-2024 Proposed Tax Rate

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

Ad Valorem (Property Tax Rate) Summary

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

transparency

RECOMMENDATIONS

Approve NNR

ATTACHMENTS

Effects of NNR, Voter Approved, or De Minimus rate based on 2023 Certified Values, how it changes the budget balance +/-, what new property adds to total, & average home values(with homestead exemptions) and what citizens will owe.

AD VALOREM TAX RATES

2023 CERTIFIED VALUES \$ 626,324,135

Under protest \$ 45,318,528 not in total

	<u>RATE</u>	<u>M/O</u>	<u>DEBT</u>	<u>INCOME</u>
NNR	0.3314	0.1404	0.1910	
	\$ 879,359	\$ 1,196,279		\$ 2,075,638

This rate means the combined maintenance and operations tax rate and debt service rate that will produce the prior year's total tax levy (adjusted) from the current year's total taxable values (adjusted)

VOTER APPROVED	0.2948	0.1038	0.1910	
	\$ 650,124	\$ 1,196,279		\$ 1,846,404

This rate means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate".

The "unused increment rate" is the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the tax years 2020 through 2022

DE MINIMUS	0.3671	0.1761	0.1910	
	\$ 1,102,957	\$ 1,196,279		\$ 2,299,236

This rate means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year's taxable value, plus the debt service rate

HOW EACH EFFECTS THE PROPOSED BUDGET

INCOME OVER EXPENSES Previous amount \$ 60,651

WITH ADJUSTED M/O RATE
0.1404 \$ 105,854

This will raise the same amount of property tax revenue on the same properties in both 2021 tax year and 2022 tax year

Highest rate you can adopt without an election.

0.1038 \$ (123,384)

0.1761 \$ 329,452

Will Produce More Income Than Last Year

	Last year	This year	Difference/%	
	\$ 1,343,259	\$ 2,075,638	\$ 732,379	54.52%
New Property		\$ 79,461,438	\$ 263,335	
	\$ 1,922,615	\$ 1,846,404	\$ (76,211)	-3.96%
New Property		\$ 79,461,438	\$ 234,252	
	\$ 2,316,416	\$ 2,299,236	\$ (17,180)	-0.74%
New Property		\$ 79,461,438	\$ 291,703	

Average Home value and what a citizen can expect to owe.

	Last year	This year	Difference/%	
Average Home (with homestead exemptions)	\$ 216,923	\$ 248,432	\$ 31,509	14.53%
	\$ 827	\$ 823	\$ (4)	-0.48%
Average Home (with homestead exemptions)	\$ 216,923	\$ 248,432	\$ 30,655	14.53%
	\$ 827	\$ 732	\$ (95)	-11.49%
Average Home (with homestead exemptions)	\$ 216,923	\$ 248,432	\$ 30,655	14.53%
	\$ 827	\$ 912	\$ 85	10.28%

**City Council Agenda Item
Administration Department**

From: Beverly Standley, Finance

Date for City Council consideration: August 8, 2023

Subject: 2022-2023 Budget Adjustments

Proceeding:

Degree of importance: Critical Significant Elective

FINANCIAL APPROVAL

Expenditure Required: _____ Amount Budgeted: _____

Appropriation Required: _____ Source of Funds: _____

SUMMARY/ORIGINATING CAUSE

Adjust over / short differences.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

transparency

RECOMMENDATIONS

Approve

ATTACHMENTS

List of adjustments.

2022-2023 BUDGET AMENDMENTS AND ADJUSTMENTS

GENERAL FUND

INCOME

40117 Misc Income	\$	16,000.00
40204 Police Dept-Grants	\$	8,171.68
40224 Seized Property	\$	6,500.00
40133 Plat Fee Revenue		
Total Income	\$	30,671.68

EXPENSES

Admin	501629 Inspection Services	\$	100,000.00
	501632.05 Realtor's Commission(TIRZ)	\$	(75,000.00)
	501643 Engineering	\$	350,000.00
	501807 Community Special Events	\$	13,000.00
	Dept. Total	\$	388,000.00
Police	502503 Overtime	\$	15,000.00
	502625 Vehicle Maintenance	\$	-
	502630 Outside Services	0.	
	502637 Radios	\$	15,000.00
	502673 computer Software	\$	10,500.00
	502760 Fuel	\$	15,000.00
	502762 Uniforms and Badges	\$	-
	502921 Radios	\$	(4,000.00)
	Dept. Total	\$	51,500.00
Public Works	503501 Salaries	\$	100,000.00
	503503 Overtime	\$	-
	503518 Workers' Compensation	\$	10,000.00
	503604 Electric(street lights)	\$	110,000.00
	503650 Mowing	\$	(20,000.00)
	503760 Fuel	\$	24,000.00
	503940 Mowers & Edgers	\$	-
	503945 Other Equipment(tractor)	\$	-
	Dept. Total	\$	224,000.00
City Secretary	506773 Cost of Election	\$	(21,000.00)
Finance	505800 Bank Fees (Account Analysis	\$	96,000.00
	Dept. Total	\$	96,000.00
Parks	511633 Grounds Maintenance	\$	6,000.00
	511700 Supplies	\$	8,000.00
	Dept. Total	\$	14,000.00
	Total Expenses	\$	773,500.00
	EXPENSES OVER INCOME	\$	(742,828.32)
	ORIGINAL BUDGET NET INCOME	\$	1,308,300.00
	NEW NET INCOME	\$	565,471.68

ENTERPRISE 2022-2023 BUDET AMENDMENTS

WATER/SEWER/IMPACT

INCOME

40001 Water Revenue	\$	450,000.00
40011.03 Garbage Service	\$	95,000.00
40012 Misc Revenue	\$	25,000.00
40020.07 Interest- Magnolia East Escrow	\$	65,000.00
40020.09 Interest- Impact Fund	\$	350,000.00
40025 SJRA Fees	\$	310,000.00
Total Income	\$	1,295,000.00

EXPENSE

500603 Utilities(Electric-Sewer)	\$	35,000.00
500632 Contract Sevices-Water	\$	125,000.00
500633 Maint/Repair-Water Equip	\$	10,000.00
500633.03 Maint/Repair-Sewer Equip	\$	25,000.00
500640 Legal	\$	80,000.00
500672.03 Garbage Service	\$	120,000.00
500780 Chemicals/Water Treatment	\$	80,000.00
500804 SJRA	\$	250,000.00
500857.03 Sludge Hauling	\$	230,000.00
500863 Trans Exp-Connie St	\$	(1,000,000.00)
500960 Capital Outlay-Equipment-Water	\$	125,000.00
500960.03 Capital Outlay-Sewer	\$	25,000.00
Total Expense	\$	105,000.00

INCOME OVER EXPENSES

\$ 1,190,000.00



JESSE RAUB

2ND ANNUAL

PATRIOTS OF TEXAS

MUSIC FEST & BBQ COOK OFF

Presented by

CODY JOHNSON

VIP Hosted by
Mr. Paul and Jessica Welch

VIP-\$75 (Fri/Sat)
GA-\$30 (Sat ONLY)

Stage Presented by



SEPTEMBER 17TH 2022

GA Gates at 3pm - VIP Gates 2pm

UNITY PARK, MAGNOLIA TX

CHRIS KNIGHT

JESSE RAUB JR

JAKE BUSH - DANIEL HOLMES

SUN VALLEY STATION

SEPTEMBER 16TH - (VIP ONLY) Gates at 5pm

CODY HIBBARD - KIN FAUX - SUN VALLEY STATION



COME SUPPORT OUR HEROES!

Ticket link - <https://valortix.com/patriots-of-texas/>

info@PatriotsofTexas.org

@PatriotsofTexas



*For City
Use Only*

Permit #:



UNITY PARK PAVILION RESERVATION APPLICATION

(For Large Events)

1.	Today's Date: <u>4/20/23</u> Date of your event: <u>12/16/23</u> Name of the organization applying for Special Event Permit: <u>CHARLIE DIGGS ENTERTAINMENT & PROMOTERS</u>
2.	Is the organization Non-Profit? <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No *If yes, please provide non-profit documentation.
3.	Mailing Address: <u>11766 FM 2445 ROAD</u> <u>WYANDOTA, TX 77368-5368</u>
4.	Phone No.: (832) <u>887-2110</u> Email: <u>charlie@charlie-diggs.com</u> Cell No.: () _____ Website: <u>http://www.charlie-diggs.com</u>
5.	Name of the organization's event coordinator responsible for managing the special event: Name & Title: <u>CHARLIE DIGGS</u>
6.	Address/Phone Number: <input checked="" type="checkbox"/> Same as above
7.	Mailing Address: _____ _____
8.	Phone No.: () _____ Email: _____ Cell No.: () _____
9.	Name of Event: <u>TRACY BYRD LIVE AT THE</u> <u>MAGNOLIA HOLIDAY FEEST</u>

27. Events with animals require additional considerations and City approval. Are you planning to pursue permission for animals at your event? Yes No
Explain:

28. What power source are you planning on using? Facility electricity
 Generator None

Type of Equipment	Power Source	Number of Amps
	Generator	32KW

29. Is this event open to the public? Yes No

30. What accommodations are you providing for persons with special needs? (Parking, transportation, accessibility):
parking, transportation

31. Will donations/contributions be accepted or solicited during this event?
 Yes No
If yes, please explain how these donations will be generated or collected:
GUTTA AUCTIONS - BENEFICIALS 78A

32. Will there be an admission charge to attend/participate? Yes No
If yes, please explain the type of fee and amount:
Type of Fee(s):
Fee Amount: \$ 25 VIP \$100

33. Has a Health Food Permit been obtained? Yes No (Required for food concessions) Yes for the Food Trucks
NOTICE: A Temporary Food Service Permit may be required if food/refreshments are served. For information, call the Montgomery County Health Department at (936) 539-7839.

34. Are you providing portable toilets for your event? Yes No
How many? 30 Location(s) (show on site map)

37.	What are your plans for providing emergency/medical services? <u>EMS on scene</u>
38.	Who have you contacted about parking for your event and what arrangements have been made? <u>Plan to contact school</u>
	Will there be an admission charge to park? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
39.	Are there any special provisions pertaining to your event that have not been addressed on this application? <u>No</u>

EVENT INSURANCE: The applicant will be required to sign an "Indemnification and Hold Harmless Agreement" in favor of the City for negligence of the applicant, its agents, servants, or employees in the performance of this event. In any event to which the public is invited or other events as determined by the City, the applicant shall be required to provide a certificate of insurance naming the City of Magnolia, its officials, employees and volunteers as "additional insured" to a general liability policy. The City requires a minimum general liability limit of \$1,000,000.00.

NOTE: Event organizers are responsible for protecting against loss or damages to City facilities and are responsible for any expenses related to facility damages.

**** ALL DEPOSITS AND FEES MUST BE PAID PRIOR TO THE ISSUANCE OF A RESERVATION PERMIT ****

SECURITY DEPOSIT:

A deposit is required, per event, to ensure that the facility is returned in the same or better condition in which it was prior to use. The deposit may be refunded in part or in total upon inspection by City staff.

Half Day Rental (4 hour minimum) \$250.00
 Full Day Rental \$500.00

Start/finish time will include all necessary set up, break down and clean up

FEE SCHEDULE:

	Half Day	NonProfit	Full Day	NonProfit
Amphitheater only.....	\$ 75.00	\$ 37.50	\$ 150.00	\$ 75.00
Pavilion only.....	\$200.00	\$ 100.00	\$ 400.00	\$200.00
½ area of Pavilion only.....	\$100.00	\$ 50.00	\$ 200.00	\$100.00
(with serving area).....	\$300.00	\$ 150.00	\$ 500.00	\$250.00
Amphitheater, Pavilion and serving area.....	\$375.00	\$ 187.50	\$ 650.00	\$325.00
Entire Park.....	\$750.00	\$ 375.00	\$1500.00	\$750.00
Cook-off grounds.....	N/A	N/A	<u>\$ 200.00</u>	\$100.00

**Nonprofit organizations must provide proof of IRS nonprofit status.*

**Residents not residing within city limits add an additional \$20.00*

12/16/23

Music Schedule

Gates Open 2pm

2p-3p – Band 1 (TBA)

3:30p-4:30p – Band 2 (TBA)

5:00-6:00 – Band 3 (TBA)

6:30-7:45 – Band 4 (TBA)

8:30-10:00 – Tracy Byrd

RE: Unity Park Dec 16th



chris@charliediggs.com

To  Christian Gable

Cc  'Laura Gross'

Thanks Christian,

Sorry for the late response.

It will be a full bar from Laura's Bartending Services. Laura is copied on this email. We typically have one trailer bar, one tent bar and one bar in VIP.

It will be liquor, beer and wine. Upon approval, Laura does the rest of the work securing permits.

Let me know if that answers the question or if you need more information.

Thanks,

Chris Chelli

832-276-5761

chris@charliediggs.com

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of August 8, 2023 (the "Effective Date"), by THE CITY OF MAGNOLIA, TEXAS (the "City"), a general law municipality in Montgomery County, Texas, acting by and through its governing body the City Council of Magnolia, Texas; and MAGNOLIA PARAGON, LLC, a Texas limited liability company ("Developer").

RECITALS

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

“Authorized Design Modifications” means the authorized design modifications from the City’s Unified Development Code as set forth on **Exhibit C** attached hereto.

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

“City” means the City of Magnolia, Texas.

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

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

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

“County” means Montgomery County, Texas.

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

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

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

“District Assets” means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

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

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

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

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

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

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

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

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

“Substantial Development Activities” means the subdivision of the Property or any portion thereof with the intent to sell, lease, or convey to an End-Buyer, and includes, but is not limited to any platting or construction of water, sewer, drainage facilities, or roads.

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

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

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

ARTICLE II REPRESENTATIONS

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

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

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

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

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

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

(a) Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to

do business wherever necessary to carry on the operations contemplated by this Agreement.

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

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

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

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

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

ARTICLE III GENERAL PLAN AND PLATTING

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

Section 3.02 General Plan and Amendments. The City and Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and

refined by Developer as Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement or variances subsequently approved pursuant to the City's applicable procedures, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The General Plan contained herein is solely included to be representative of the intended land uses and development to occur on the Property and does not alleviate the need for Developer to plat the Property and obtain the necessary plan approvals for construction thereon consistent with the City's policies and procedures. Notwithstanding the foregoing, the City hereby agrees that the Authorized Design Modifications as set forth in **Exhibit C** shall be permitted in the development of the Property without further approval outside of this Agreement by the City.

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

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

ARTICLE IV DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 4.01 Regulatory Standards and Development Quality.

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

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

(b) By the terms of this Agreement, the City and Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developer predictability of regulatory requirements throughout the term of this Agreement. The City and Developer agree that any City ordinance heretofore or hereafter adopted, that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property except for the Unified Development Code to the extent expressed in this Agreement, and that the Authorized Design Modifications shall apply to development of the Property for the term of this Agreement.

Section 4.02 Density. The parties agree that development of the Property shall be in accordance with the requirements of this Agreement (including the Authorized Design Modifications). In addition thereto, Developer agrees that the number of multifamily housing units shall not exceed 300 units; provided, however, to allow Developer a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by Developer to the City, so long as such variance does not exceed the quantity set forth herein by more than 10%. There shall be no limitation on the number of single-family residential housing units within the Property, provided that the development thereof meet the requirements set forth in Unified Development Code (as modified by

this Agreement). In the event that Developer acquires additional property which Developer has agreed or will agree to make subject to this Agreement, the multi-family density requirements set forth in this paragraph shall not be increased unless approved by the City.

Section 4.04 Developer Reimbursement. Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, stormwater, roads, and park and recreational facilities.

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

Section 4.06 Recreational Facilities.

(a) Except for the Authorized Design Modifications, Developer hereby agrees to comply with Chapter 5 of the Unified Development Code. The City acknowledges that any recreational facility and/or open space made available to residents of the District only will qualify for any requirements pertaining to parkland under Chapter 5 of the Unified Development Code.

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

(c) Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper

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

Section 4.07 Police Protection Services. All of the Property will be located within the corporate boundaries of the City. The City will provide the Property with the same level of police protection service as the remainder of the City.

Section 4.08 Liability of End-Buyer. End-Buyers shall have no liability for the failure of Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot.

Section 4.09 Performance Bond. Prior to final approval of a plat by the City, the owner or developer of the proposed subdivision shall provide a letter stating that funds are available to complete all water, sanitary sewer, drainage and road facilities needed to serve the portion of the property that is the subject of the plat. The owner or developer further agrees that after final approval of a plat by the City that there will be no conveyance of lots to a third party until a satisfactory report has been received by the City engineer from the developer's engineer stating that all work has been completed in accordance with the approved plat, plans and specifications for the water, sanitary sewer, drainage and road facilities, that the water facilities have been approved by the water authority, and that the City engineer has made a satisfactory final inspection ascertaining that all work, cleanup, and requirements of the City have been completed. If at any time the City learns that there has been a conveyance of lots prior to the satisfactory report, then the owner or the developer will be deemed in breach of any development agreement

with the City, and the City may elect to terminate the development agreement or have the owner or developer post a performance bond.

ARTICLE V
PROVISIONS FOR DESIGNATED MORTGAGEE

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

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

Section 5.03 Designated Mortgagee.

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

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

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

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under

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

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

ARTICLE VI PROVISIONS FOR DEVELOPER

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

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

Section 6.03 Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of

the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 8.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII
MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement. The parties acknowledge and agree that any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from this Agreement would be:

1. An increase in the density beyond that which is allowed by this Agreement;
2. Subject to application of the Approved Design Modifications, Developer's failure to develop the Property in compliance with the UDC; or
3. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

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

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement as set forth in Section 4.01(a), or required because of circumstances beyond the City's control;
2. Imposition by the City of a requirement that Developer, Developer's grantee, or a grantee's successor apply for or obtain from the City any permit or construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, inspection, other than as may be authorized in this Agreement or that may be required by local, State, or Federal regulations;
3. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

4. An attempt by the City to modify or amend the Authorized Design Modifications except as permitted by this Agreement;

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

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

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

Section 7.02 Notice of Developer's Default.

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

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

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a

schedule reasonably satisfactory to the City and the necessary written notification has been distributed, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

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

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

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

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

Section 7.04 Remedies.

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

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

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

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

Section 8.02 Term. This Agreement shall be effective upon the Effective Date and shall terminate 15 years from the Effective Date. In addition, in the event that the District annexes the Property into the District's boundaries prior to the Property being annexed into the corporate boundaries of the City, this Agreement shall automatically terminate without any action by either Party being required.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in

the County Real Property Records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after 15 years from the Effective Date, the City may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement. If Developer has not obtained final plat approval of 25% of the single-family lots within the Property within seven (7) years of the date of this Agreement, then the City may elect to terminate this Agreement and may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any Person who acquires the Property or any portion of the Property, except for an End-Buyer, shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 9.01 above; provided, however, notwithstanding anything to the contrary herein, Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become Developer for purposes of this Agreement and notice is sent by Developer to the City and any Designated Mortgagee. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

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

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in Person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner

herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed as provided below, shall be as follows:

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

With copy to: Mr. Leonard Schneider
Liles Parker PLLC
2261 Northpark Dr., Suite 445
Kingwood, TX 77339
Facsimile: (713) 456-2079

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

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

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

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

Section 9.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance is prohibited by or invalid under

applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Montgomery County, Texas.

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

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

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

Section 9.11 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except

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

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

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

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

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

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

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

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

[EXECUTION PAGES FOLLOW]

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

CITY OF MAGNOLIA, TEXAS

By: _____
Todd Kana, Mayor

ATTEST:

By: _____
Christian Gable, Interim City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

Notary Public, State of Texas

[Official Notary Stamp]

MAGNOLIA PARAGON, LLC,
a Texas limited liability company

By: _____
Todd J. Collins, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Notary Public, State of Texas

[Official Notary Stamp]

Exhibits:

- A Property Description
- B General Plan
- C Authorized Design Modifications

Exhibit A

SUBJECT TRACT DESCRIPTION:

Being a 94.53 acres (4,117,690 square feet) of land situated in the John B. Richards Survey, A-449 of Harris County, Texas being out of a remainder of called 95.862 acre tract of land as described in an instrument to Magnolia Paragon, LLC., recorded under Clerk's File Number (C.F.N.) 2022045485 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), said 94.53 acre tract of land being more particularly described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone (4204) and referenced to monuments found along the North right-of-way line of F.M. 1488 as cited herein:

BEGINNING at a 5/8 inch iron rod with cap found for an angle point of the herein described tract and northerly line of a called 2.828 acre tract of land as described in an instrument to the State of Texas, recorded under C.F.N. 2015001447 of the O.P.R. M.C.T., same being the intersection of the North right-of-way line of F.M. 1488 (public right-of-way varies) and the East right-of-way line of a 60 foot wide right-of-way easement recorded in Volume 777, Page 712 of the Deed Records of Montgomery County, Texas (D.R. M.C.T.);

THENCE North $72^{\circ}15'22''$ West, along and with the common line of said 2.828 acre tract and the common line of said F.M. 1488, a distance of 12.10 feet to a 5/8 inch iron rod with cap stamped "Core Land Surveying" set for an angle point of the herein described tract;

THENCE North $87^{\circ}13'21''$ West, along and with the common line of said 2.828 acre tract and said F.M. 1488, a distance of 96.44 feet to a 5/8 inch iron rod with cap stamped "Core Land Surveying" set for the Southwest corner of the herein described tract;

THENCE over an across said 95.862 acre tract and along the Northeast line of said Mill Creek Road, a curve to the left, having an arc distance of 300.76 feet, a radius of 550.00 feet, a central angle of $31^{\circ}19'54''$, and whose long chord bears North $31^{\circ}54'03''$ West, 297.03 feet to a 5/8 inch iron rod with cap stamped "Core Land Surveying" set for a point for corner of the herein described tract;

THENCE North $47^{\circ}33'59''$ West, a distance of 27.74 feet to a 5/8 inch iron rod with cap found for an exterior point for corner of the herein described tract and said 95.862 acre tract, same being the South corner of Reserve "A" as shown on the plat of MILL CREEK ESTATES SECTION 1, a subdivision per plat recorded under Cabinet Z, Sheet 6119 of the Map Records of Montgomery County, Texas;

THENCE North $02^{\circ}14'57''$ West, along and with the West line of said 95.862 acre tract, the East line of said MILL CREEK ESTATES SECTION 1 and the remainder of a called 164.94 acre tract of land as described in an instrument to Forestar (USA) Real Estate Group, Inc., recorded under C.F.N. 2018025704 of the O.P.R. M.C.T. a distance of 3,969.95 feet to a 5/8 inch iron with cap found for the Northwest corner of the herein described tract and said 95.862 acre tract, same being the Northeast corner of said 164.94 acre tract, lying on the South line of a called 92.22 acre tract of land as described in an instrument to Forestar (USA) Real Estate Group, Inc., recorded under C.F.N. 2021047873 of the O.P.R. M.C.T.;

THENCE North $87^{\circ}20'39''$ East, along and with the North line of said 95.862 acre tract and the South line of said 92.22 acre tract, a distance of 1,028.23 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract, same being an interior point for corner of the herein described tract;

THENCE South $02^{\circ}20'10''$ East, along and with the East line of said 95.862 acre tract, a distance of 2,684.07 feet to a 1/2 inch iron rod found for an angle point for corner of the herein described tract and said 95.862 acre tract, same being a Southwest corner of said 92.22 acre tract and the Northwest corner of

a called 15.727 acre tract of land as described in an instrument to Wild Rose Farm, LLC., recorded under C.F.N. 2020061943 of the O.P.R M.C.T.;

THENCE South $10^{\circ}32'53''$ West, along and with the Southeast line of said 95.862 acre tract and the Northwest line of said 15.727 acre tract, a distance of 1,203.92 feet to an interior point for corner of the herein described, same being an exterior point for corner of said 15.727 acre tract;

THENCE South $26^{\circ}05'10''$ East, continuing along and with the common line of said 95.862 acre tract and said 15.727 acre tract, a distance of 385.32 feet to a 5/8 inch iron rod with cap stamped "Core Land Surveying" set for the Southeast corner of the herein described tract and said 95.862 acre tract, same being the Southwest corner of said 15.727 acre tract, lying on the North right-of-way line of said F.M. 1488;

THENCE South $81^{\circ}51'04''$ West, along and with the South line of said 95.862 acre tract and the North right-of-way line of said F.M. 1488, a distance of 155.52 feet to an angle point for corner of the herein described tract and said 95.862 acre tract, from which a TXDOT Disk bears, South $06^{\circ}57'35''$ East, a distance of 0.73 feet;

THENCE South $82^{\circ}59'52''$ West, continuing along and with the South line of said 95.862 acre tract and the North right-of-way line of said F.M. 1488, a distance of 494.22 feet to the POINT OF BEGINNING and containing a computed 94.53 acres (4,117,690 square feet) of land.

Exhibit B



Semi-Urban Planned Residential
45' single family lots (in accordance with
UDC lot averaging)
Approximately +/- 64 acres

**Semi-Urban Planned Residential/Executive
Multifamily Residential**
300 Units
Approximately +/- 15 acres

**Neighborhood Retail Center
(Auto Urban Commercial)**
Approximately +/- 16 acres

Exhibit C

Magnolia Paragon UDC Authorized Design Modifications

Chapter no.	CODE	Code	Authorized Design Modifications
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU)	35% OSR, 5,000 sf lot, 50' width and 25' front set back, 12' side street and 25' rear	25% OSR, 45' width, 4,500 sf lots, 25' front setback, 12' side street, 25' rear, density as determined by lot dimensioning and setbacks.
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU - Apartments)	25% OSR, 14.50/ac density	20% OSR, 300 units
Ch. 5-4-1.03	Drainage Plan required	Drainage Plan approval by City Engineer	City to review and approve the drainage analysis but will allow the analysis to follow Montgomery County requirements. Development agreement will address that the City will accept the Montgomery County approved report and will not require the additional 10% detention of pre-dev flow.

June 9, 2023

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

**Reference: *Escondido Sandra Dee Lane Street Dedication Section 1 Preliminary Plat –
Letter of No Objection
City of Magnolia
Baxter & Woodman Job No. 2325523.00-001***

Dear Mr. Doering:

We received the Preliminary Plat for the proposed Escondido Sandra Dee Lane Street Dedication Section 1 on June 1st, 2023. On behalf of City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

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

Sincerely,

Cristin Emshoff, MUP, ENV SP
Community Planner

Baxter and Woodman, Inc.
TBPELS Registration No. F-21783

XC: Ms. Christian Gable – City of Magnolia – Interim City Secretary
 Mr. Tim Robertson, PE – City of Magnolia – City Engineer
 Mr. Zachary Zarse – LJA Engineering, Inc.
 Ms. Karleigh Brown – Baxter and Woodman, Inc.
 Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.
 Mr. Mike Kurzy, PE – Baxter and Woodman, Inc.



Preliminary Plat Application Form

This form shall be submitted with each application for a preliminary plat.

CONTACT INFORMATION

Applicant

Zachary Zarse - LJA Engineering Inc.

Name

3600 W Sam Houston Parkway S, Suite 600

Street Address

Houston, Texas 77042

City, State Zip

713-580-4100

Phone

Fax

zzarse@lja.com

E-mail

Architect (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

Property Owner (if different)

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, Texas 77379

City, State Zip

713-580-4100

Phone

Fax

E-mail

Engineer/Land Surveyor (if different)

Jordan Williams, P.E. - LJA Engineering Inc.

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, Texas 77449

City, State Zip

713-657-6005

Phone

Fax

jorwilliams@lja.com

E-mail

Project Name: Escondido Sandra Dee Lane Street Dedication Sec 1 Subdivision: Escondido Reviewer: _____

PROPERTY PROFILE

Legal Description A subdivision of 1.925 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx
(Subdivision) (Lot) (Block)

Current Zoning Semi-Urban Residential

Present Use of Property

Rural

Proposed Use of the Property

Single Family Residential

Total Area of Site 1.925

Project Name: Escondido Sandra Dee Lane
Street Dedication Sec 1 Subdivision: Escondido Reviewer: _____

1. Description of existing property. If the property has been previously subdivided, provide the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

A subdivision of 1.925 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx

2. Description of proposed property change, including lot numbers, name, etc.

Escondido Sandra Dee Lane Street Dedication Sec 1 0-Lots 0-Blocks 0-Reserves

Required Information

- Three (3) copies of the preliminary plat; minimum 20 in. x 24 in. size in blue or black line
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Title opinion (title search) from a title guaranty company not more than 30 days old
- Three (3) original copies of a letter of transmittal
- Vicinity map
- North arrow
- Revision date
- Legal description of the parcel proposed for subdivision
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
 - The number of lots in the subdivision
 - The size of the parcel
 - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions of right-of-ways, lots, utility easements, open spaces, and buffers
- Required justifications for cul-de-sacs, if cul-de-sacs are proposed
- Three (3) copies of blue or black line prints of the preliminary plans for the furnishings of water, sanitary sewer facilities, and provisions for storm sewers and general drainage facilities
- Proposed generalized use of lots (*e.g.*, mixed-use, single-family attached, multi-family, industrial, commercial or office, or institutional), provided on a separate attached description
- Location and size of proposed parks, playgrounds, civic (including church) or school sites or other special uses of land to be considered for dedication to public use, provided on a separate attached description
- If the proposed subdivision is to be constructed in several phases, a staging plan that shows how the subdivision improvements will be phased. Anticipated time lines for construction of the improvements shall be provided on a separate attached description
- Statement of proposed plans for drainage and sewage disposal/outfall, including location of proposed culverts and bridge, provided on a separate utility sheet
- If the proposed subdivision is one of several phases, conceptual plans for the other phases
- Traffic study (if necessary)

Escondido Sandra Dee Lane
 Project Name: Street Dedication Sec 1 Subdivision: Escondido Reviewer: _____

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

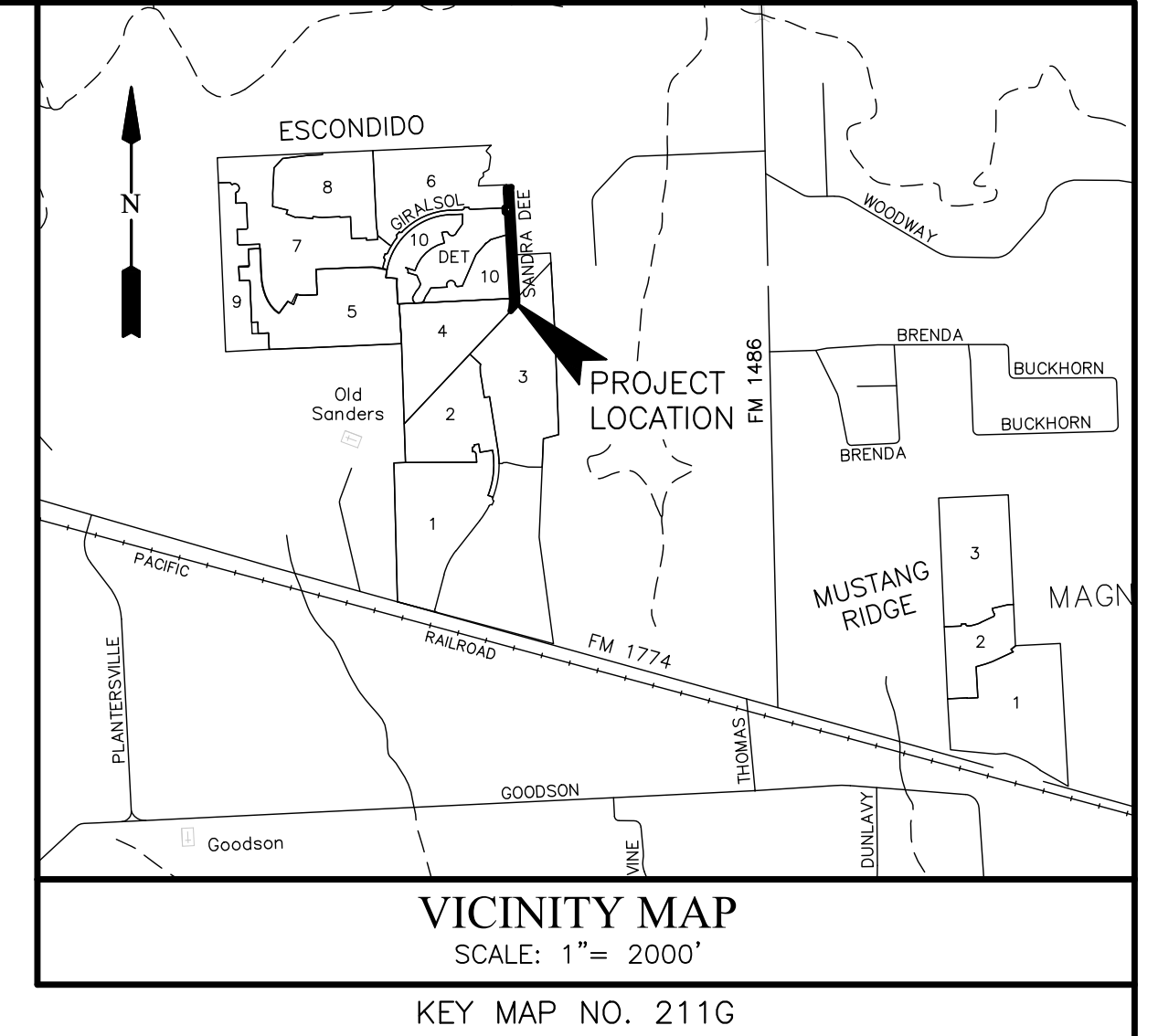
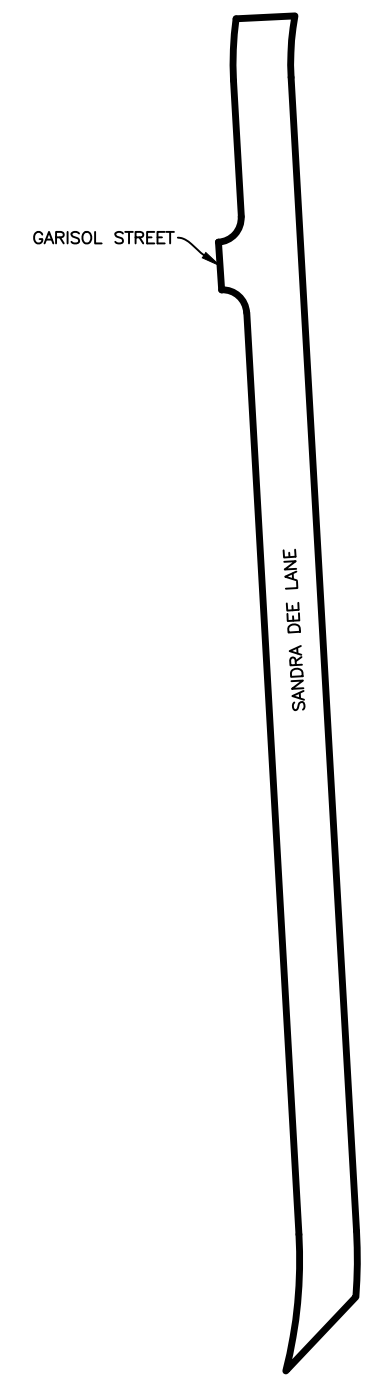
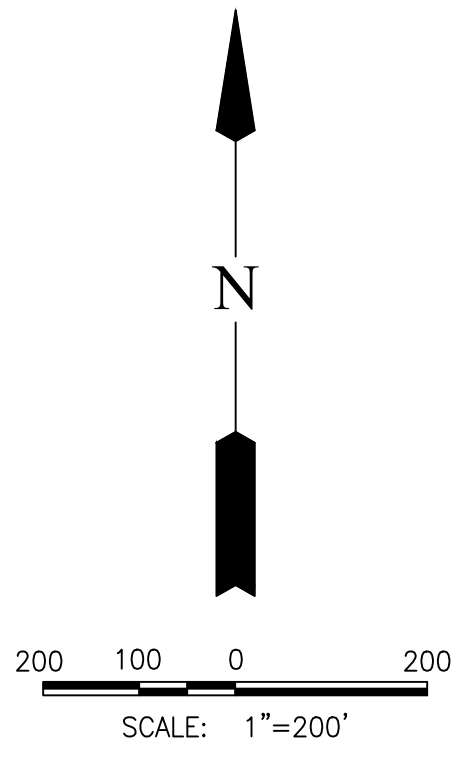


06/01/2023

Signature of Applicant

Date

Project Name: Escondido Sandra Dee Lane Street Dedication Sec 1 Subdivision: Escondido Reviewer: _____



PRELIMINARY PLAT
ESCONDIDO
SANDRA DEE LANE
STREET DEDICATION
SECTION 1

A SUBDIVISION OF 1.925 ACRES OF LAND SITUATED IN
 THE JAMES PIERPONT SURVEY, ABSTRACT 426,
 MONTGOMERY COUNTY, TEXAS.

OWNERS: MAGNOLIA ESCONDIDO, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 6046 FM 2920, SUITE 512
 SPRING, TEXAS 77379

RANDY GILLIS AND DEBBIE GILLIS
 802 SANDRA DEE LANE
 MAGNOLIA, TEXAS 77355

MAGNOLIA CATSLAND, INC.
 P.O. BOX 1037
 MAGNOLIA, TEXAS 77355

DATE: JUNE 1, 2023

0 LOTS
 0 BLOCKS
 0 RESERVES
 0.000 ACRES IN RESERVES

SURVEYOR:
GBI PARTNERS
4724 VISTA ROAD TBPELS FIRM #10130300
 PASADENA, TX 77505 GBSurvey@GBISurvey.com
 PHONE: 281-499-4539 www.GBISurvey.com

ENGINEER:
LJA Engineering, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
 Suite 600 Fax 713.953.5026
 Houston, Texas 77042 FRN - F-1386

Date: Thu, 01 Jun 2023 11:09am
 Path: I:\Projects\PLATTING\2139\FIN\PLT\Escondido Sandra Dee Lane Street Dedication 1.dwg
 CAD: ALEXIS.S
 MYLAR CHECK: SUR.

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO SANDRA DEE LANE EXTENSION STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2023.

MAGNOLIA ESCONDIDO LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

KYLE B. DUCKETT, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

ROBERT FRANKLIN, CHAIRMAN

KANDICE GARRETT, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

TODD KANA, MAYOR

KANDICE GARRETT, CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

JEFF JOHNSON, P.E.
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS _____ DAY OF _____, 2023.

ROBERT C. WALKER
COMMISSIONER, PRECINCT 1

CHARLIE RILEY
COMMISSIONER, PRECINCT 2

MARK KEOUGH
COUNTY JUDGE

JAMES L. NOACK
COMMISSIONER, PRECINCT 3

MATT GRAY
COMMISSIONER, PRECINCT 4

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2023, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2023, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____ OF RECORD OF _____ MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

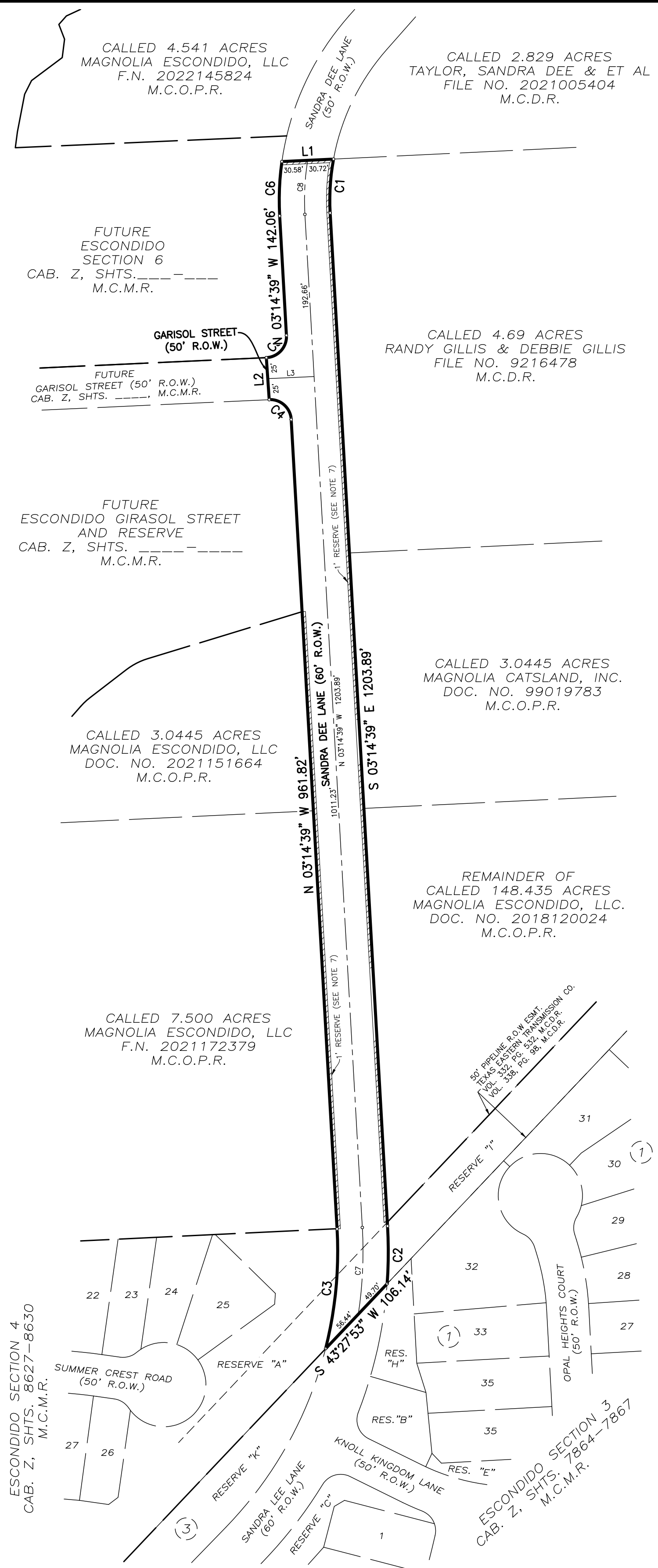
OWNERS: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

RANDY GILLIS AND DEBBIE GILLIS
802 SANDRA DEE LANE
MAGNOLIA, TEXAS 77355

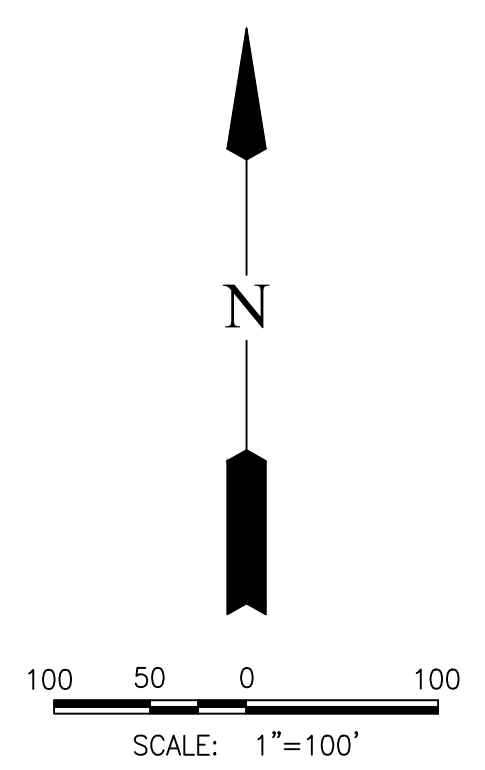
MAGNOLIA CATSLAND, INC.
P.O. BOX 1037
MAGNOLIA, TEXAS 77355

ESCONDIDO
SANDRA DEE LANE
STREET DEDICATION
SECTION 1

Date \ Time : Thu, 01 Jun 2023 11:09:01 AM
Path \ Name : I:\Projects\PLATTING\2139\FINPLT\Escondido Sandra Dee Lane Street Dedication 1.dwg
CAD: ALEXIS.S
MYLAR CHECK: SUP.



- ### LEGEND
- B.L. INDICATES BUILDING LINE
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - U.E. INDICATES UTILITY EASEMENT
 - F.N. INDICATES FILE NUMBER
 - M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
 - M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
 - M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
 - M.C.O.P.R.R.P. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
 - R.O.W. INDICATES RIGHT-OF-WAY
 - VOL. INDICATES VOLUME
 - PG. INDICATES PAGE
 - CAB. INDICATES CABINET
 - SHTS. INDICATES SHEETS
 - DOC. NO. INDICATES DOCUMENT NUMBER
 - RES. INDICATES RESERVE



- ### NOTES:
1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE GRID COORDINATES, CENTRAL ZONE, NAD 83 (EPOCH 2010.00)
 2. THE COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES, NAD83 (2001 ADJ.) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE FOLLOWING COMBINED ADJUSTMENT FACTOR 0.99996413094.
 3. PRIMARY BENCHMARK: A 1281 (NGS PID: BL1869) BRASS DISC STAMPED A 1281 1978 LOCATED ALONG THE WEST SIDE OF NICHOLS SAWMILL ROAD, 26 FEET WEST OF PAVEMENT, AND APPROXIMATELY 550 FEET SOUTH OF UNITY PARK DRIVE. PUBLISHED ELEVATION=231.8' NAVD88
 4. FIVE-EIGHTHS (5/8) INCH IRON RODS WITH PLASTIC CAP STAMPED "GBI PARTNERS" AND THREE (3) FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
 5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48339C0475G, REVISED AUGUST 18, 2014, THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN. "GBI PARTNERS" AND "LJA ENGINEERING" DO NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS."
 6. THE PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT ARE AS SHOWN.
 7. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°16'37" E	61.30'
L2	N 03°51'47" W	50.01'
L3	N 87°22'29" E	55.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	270.00'	13°37'35"	64.21'	S 03°34'08" W	64.06'
C2	530.00'	7°24'17"	68.50'	S 00°27'29" W	68.45'
C3	470.00'	17°28'06"	143.29'	N 05°29'24" E	142.74'
C4	25.00'	89°22'52"	39.00'	N 47°56'05" W	35.16'
C5	25.00'	90°37'08"	39.54'	N 42°03'55" E	35.55'
C6	330.00'	11°12'44"	64.58'	N 02°21'43" E	64.48'
C7	500.00'	11°48'57"	103.11'	N 02°39'49" E	102.93'
C8	300.00'	12°17'46"	64.38'	S 02°54'14" W	64.26'

OWNERS: MAGNOLIA ESCONDIDO, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 6046 FM 2920, SUITE 512
 SPRING, TEXAS 77379

RANDY GILLIS AND DEBBIE GILLIS
 802 SANDRA DEE LANE
 MAGNOLIA, TEXAS 77355

MAGNOLIA CATSLAND, INC.
 P.O. BOX 1037
 MAGNOLIA, TEXAS 77355

ESCONDIDO
 SANDRA DEE LANE
 STREET DEDICATION
 SECTION 1

Date: Thu, 01 Jun 2023 11:09am
 Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Sandra Dee Lane Street Dedication 1.dwg
 CAD: ALEXIS.S
 MYLAR CHECK: SUR

June 9, 2023

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

Reference: *Escondido Girasol St. and Reserve Preliminary Plat – Letter of No Objection*
City of Magnolia
Baxter & Woodman Job No. 2325524.00-001

Dear Mr. Doering:

We received the Preliminary Plat for the proposed Escondido Girasol St. and Reserve on June 1st, 2023. On behalf of the City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. With the final plat submittal, please change the personnel for the Interim City Secretary to Christian Gable.
2. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

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

Sincerely,



Cristin Emshoff, MUP, ENV SP
Community Planner

Baxter and Woodman, Inc.
TBPELS Registration No. F-21783

XC: Ms. Christian Gable – City of Magnolia – Interim City Secretary
 Mr. Tim Robertson, PE – City of Magnolia – City Engineer
 Mr. Zachary Zarse – LJA Engineering, Inc.
 Ms. Karleigh Brown – Baxter and Woodman, Inc.
 Ms. Cecily Cunz – Baxter and Woodman, Inc.
 Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.



Preliminary Plat Application Form

This form shall be submitted with each application for a preliminary plat.

CONTACT INFORMATION

Applicant

Zachary Zarse - LJA Engineering Inc.

Name

3600 W Sam Houston Parkway S, Suite 600

Street Address

Houston, Texas 77042

City, State Zip

713-580-4100

Phone

Fax

zzarse@lja.com

E-mail

Architect (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

Property Owner (if different)

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, Texas 77379

City, State Zip

713-580-4100

Phone

Fax

E-mail

Engineer/Land Surveyor (if different)

Jordan Williams, P.E. - LJA Engineering Inc.

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, Texas 77449

City, State Zip

713-657-6005

Phone

Fax

jorwilliams@lja.com

E-mail

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: _____

PROPERTY PROFILE

Legal Description A subdivision of 13.384 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx
(Subdivision) (Lot) (Block)

Current Zoning Semi-Urban Residential

Present Use of Property

Rural

Proposed Use of the Property

Single Family Residential

Total Area of Site 13.384

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: _____

1. Description of existing property. If the property has been previously subdivided, provide the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

A subdivision of 13.384 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx

2. Description of proposed property change, including lot numbers, name, etc.

Escondido Girasol Street and Reserve 0- Lots 0-Blocks 1-Reserve 11.318- Acres in Reserve

Required Information

- Three (3) copies of the preliminary plat; minimum 20 in. x 24 in. size in blue or black line
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Title opinion (title search) from a title guaranty company not more than 30 days old
- Three (3) original copies of a letter of transmittal
- Vicinity map
- North arrow
- Revision date
- Legal description of the parcel proposed for subdivision
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
 - The number of lots in the subdivision
 - The size of the parcel
 - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions of right-of-ways, lots, utility easements, open spaces, and buffers
- Required justifications for cul-de-sacs, if cul-de-sacs are proposed
- Three (3) copies of blue or black line prints of the preliminary plans for the furnishings of water, sanitary sewer facilities, and provisions for storm sewers and general drainage facilities
- Proposed generalized use of lots (*e.g.*, mixed-use, single-family attached, multi-family, industrial, commercial or office, or institutional), provided on a separate attached description
- Location and size of proposed parks, playgrounds, civic (including church) or school sites or other special uses of land to be considered for dedication to public use, provided on a separate attached description
- If the proposed subdivision is to be constructed in several phases, a staging plan that shows how the subdivision improvements will be phased. Anticipated time lines for construction of the improvements shall be provided on a separate attached description
- Statement of proposed plans for drainage and sewage disposal/outfall, including location of proposed culverts and bridge, provided on a separate utility sheet
- If the proposed subdivision is one of several phases, conceptual plans for the other phases
- Traffic study (if necessary)

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: _____

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

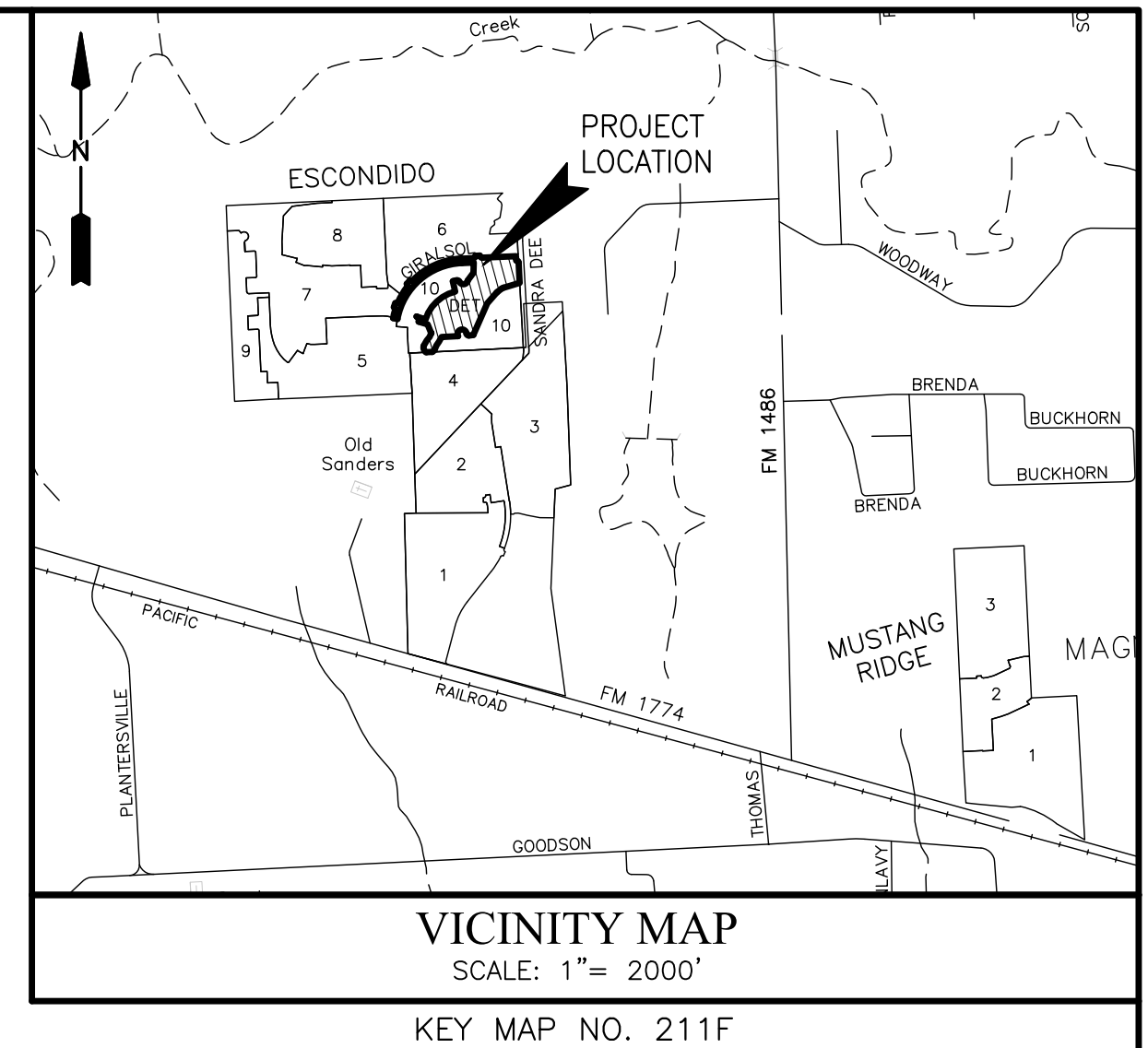
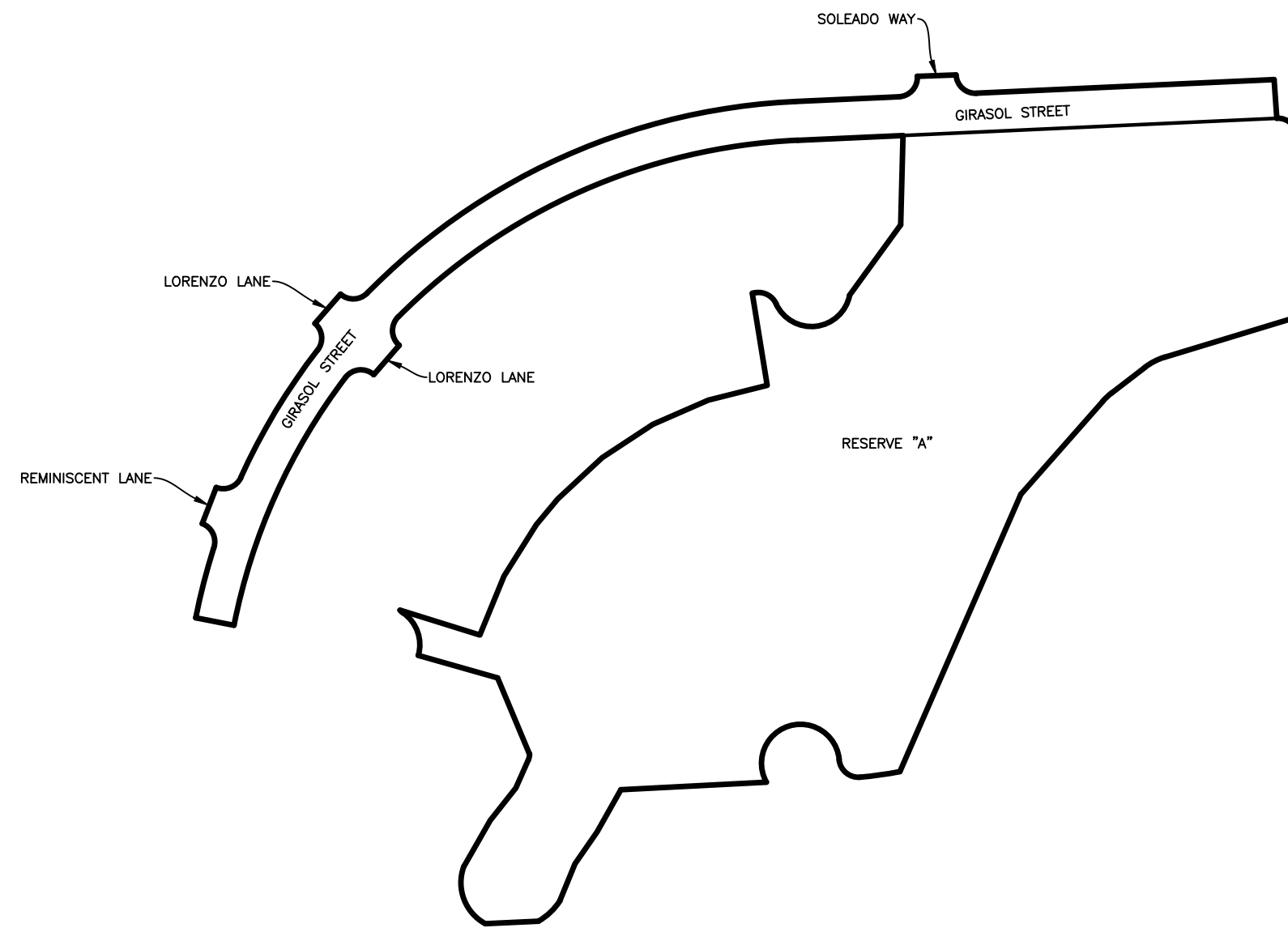
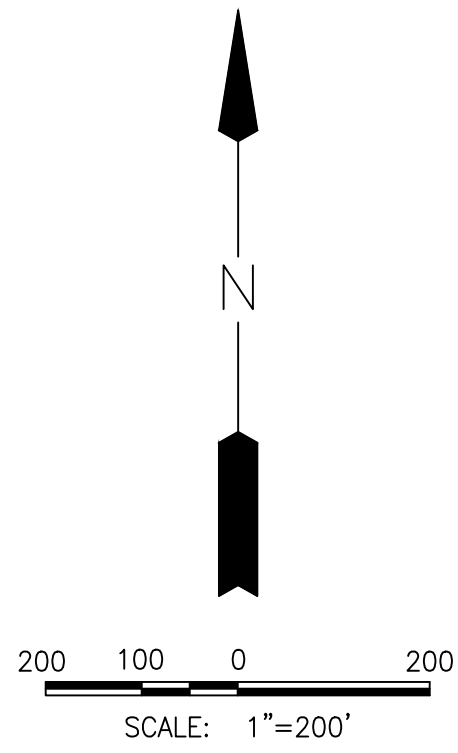
Zachary Zarse

06/01/2023

Signature of Applicant

Date

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: _____



PRELIMINARY PLAT
 ESCONDIDO
 GIRASOL STREET AND RESERVE

A SUBDIVISION OF 13.384 ACRES OF LAND SITUATED IN
 THE JAMES PIERPOINT SURVEY, ABSTRACT 426,
 MONTGOMERY COUNTY, TEXAS.

OWNERS: MAGNOLIA ESCONDIDO, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 6046 FM 2920, SUITE 512
 SPRING, TEXAS 77379

DATE: JUNE 1, 2023

0 LOTS
 0 BLOCKS
 1 RESERVE
 11.318 ACRES IN RESERVES

SURVEYOR:



ENGINEER:

LJA Engineering, Inc.
 2929 Briarpark Drive Phone 713.953.5200
 Suite 600 Fax 713.953.5026
 Houston, Texas 77042 FRN - F-1386

Date: 01 Jun 2023 10:52 AM
 Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg
 MYLAR CHECK: COORD DIR

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO GIRASOL STREET AND RESERVE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO GIRASOL STREET AND RESERVE, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO GIRASOL STREET AND RESERVE, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2023.

MAGNOLIA ESCONDIDO LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

KYLE B. DUCKETT, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

ROBERT FRANKLIN, CHAIRMAN

KANDICE GARRETT, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

TODD KANA, MAYOR

KANDICE GARRETT, CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

JEFF JOHNSON, P.E.
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS _____ DAY OF _____, 2023.

ROBERT C. WALKER
COMMISSIONER, PRECINCT 1

CHARLIE RILEY
COMMISSIONER, PRECINCT 2

MARK KEOUGH
COUNTY JUDGE

JAMES L. NOACK
COMMISSIONER, PRECINCT 3

MATT GRAY
COMMISSIONER, PRECINCT 4

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2023, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2023, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____ OF RECORD OF _____ MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

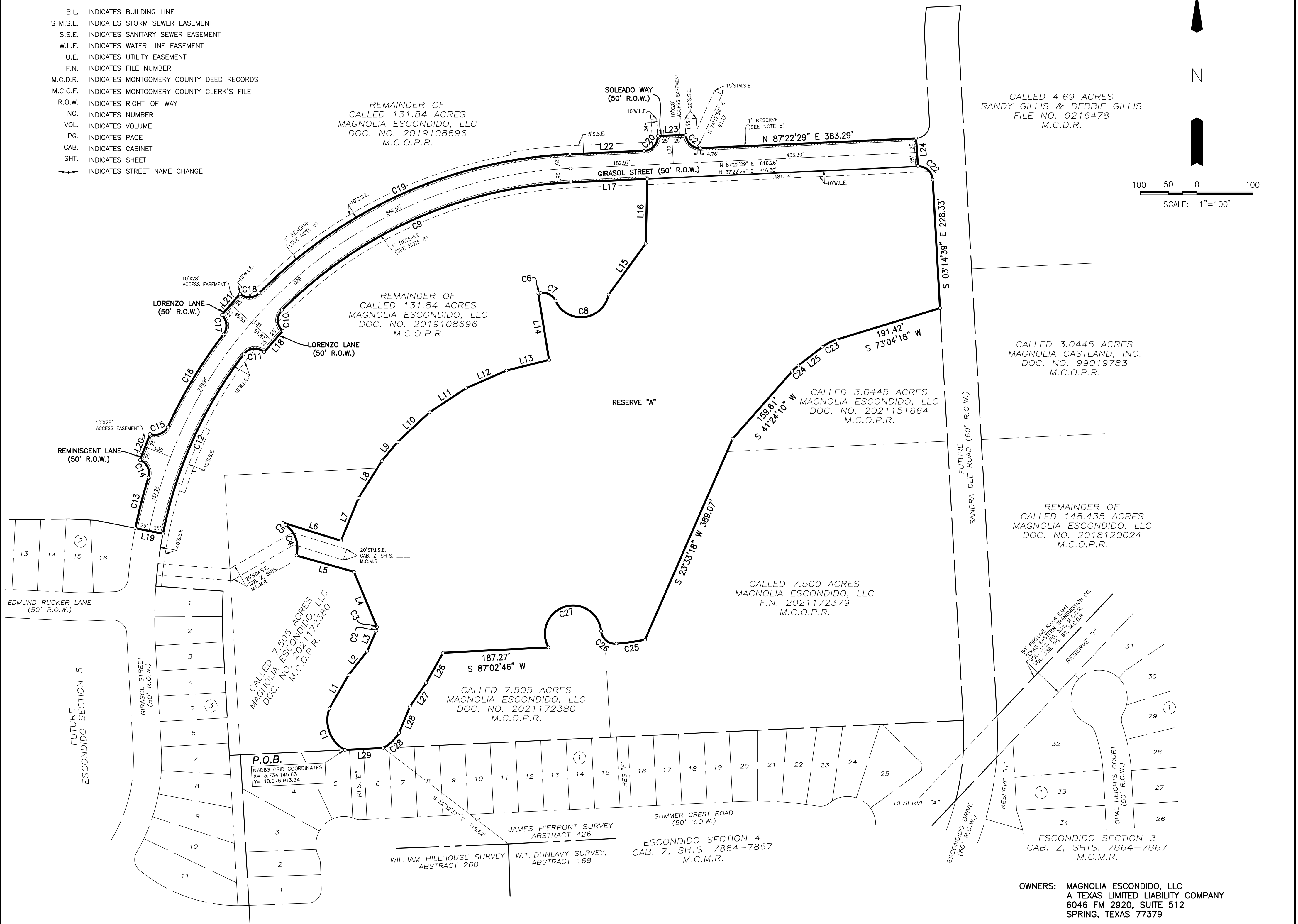
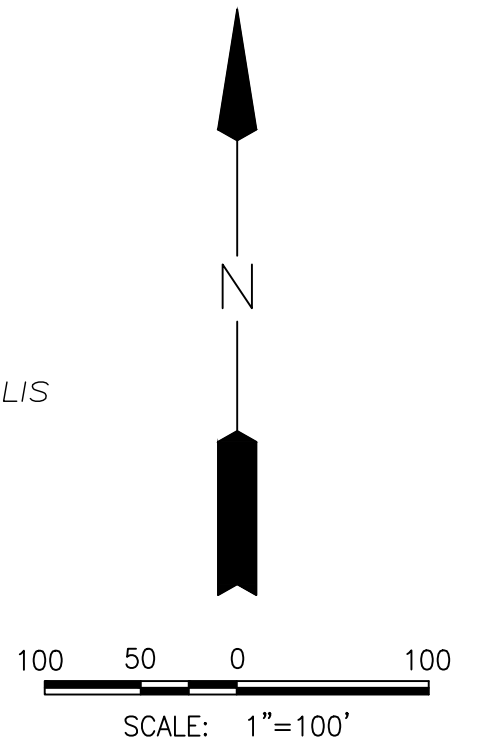
BY: _____
DEPUTY

OWNERS: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

DIR: _____
COORD: _____
MYLAR CHECK: _____
Date: Thu, 01 Jun 2023 10:52:01
Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg

LEGEND

- B.L. INDICATES BUILDING LINE
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
- M.C.C.F. INDICATES MONTGOMERY COUNTY CLERK'S FILE
- R.O.W. INDICATES RIGHT-OF-WAY
- NO. INDICATES NUMBER
- VOL. INDICATES VOLUME
- PG. INDICATES PAGE
- CAB. INDICATES CABINET
- SHT. INDICATES SHEET
- ↔ INDICATES STREET NAME CHANGE



REMAINDER OF
CALLED 131.84 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2019108696
M.C.O.P.R.

REMAINDER OF
CALLED 131.84 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2019108696
M.C.O.P.R.

CALLED 4.69 ACRES
RANDY GILLIS & DEBBIE GILLIS
FILE NO. 9216478
M.C.D.R.

CALLED 3.0445 ACRES
MAGNOLIA CASTLAND, INC.
DOC. NO. 99019783
M.C.O.P.R.

CALLLED 3.0445 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2021151664
M.C.O.P.R.

REMAINDER OF
CALLED 148.435 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2018120024
M.C.O.P.R.

CALLLED 7.505 ACRES
MAGNOLIA ESCONDIDO, LLC
F.N. 2021172379
M.C.O.P.R.

CALLLED 7.505 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2021172380
M.C.O.P.R.

CALLLED 7.505 ACRES
MAGNOLIA ESCONDIDO, LLC
DOC. NO. 2021172380
M.C.O.P.R.

P.O.B.
NAD83 GRID COORDINATES
X= 3,734,145.63
Y= 10,076,913.34

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	11.318	493,013	RESTRICTED TO DETENTION

OWNERS: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

Date/Time : Thu, 01 Jun 2023 10:52:00am
Path/Name : I:\Projects\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg
MYLAR CHECK: COORD DIR

July 10, 2023

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

Reference: *Escondido Section 5 Final Plat – Letter of No Objection*
City of Magnolia
Baxter & Woodman Job No. 221390.80-001

Dear Mr. Doering:

We received the final plat for the proposed Escondido Section 5 on June 28, 2023. On behalf of the City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

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

Sincerely,



Cristin Emshoff, MUP, ENV SP
Community Planner

Baxter and Woodman, Inc.
TBPELS Registration No. F-21783

XC: Ms. Christian Gable – City of Magnolia – Interim City Secretary
 Mr. Tim Robertson, PE – City of Magnolia – City Engineer
 Mr. Zachary Zarse – LJA Engineering, Inc.
 Ms. Karleigh Brown – Baxter and Woodman, Inc.
 Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.
 Mr. Mike Kurzy, PE – Baxter and Woodman, Inc.



Final Plat Application Form

This form shall be submitted with each application for a final plat.

Applications must be received by the first Monday of the month to be considered by the Planning and Zoning Commission in the same month.

CONTACT INFORMATION

Applicant

Alexis Santibanes

Name

3600 W Sam Houston S Pkwy, Suite 600

Street Address

Houston, TX 77042

City, State Zip

713-580-4179

Phone

Fax

asantibanes@lja.com

E-mail

Architect (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

Property Owner (if different)

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, TX 77379

City, State Zip

713-580-4179

Phone

Fax

asantibanes@lja.com

E-mail

Engineer/Land Surveyor (if different)

Ciro Ariza

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, TX 77449

City, State Zip

713-913-5293

Phone

Fax

cariza@lja.com

E-mail

Subdivision: Escondido

Reviewer:

PROPERTY PROFILE

Property ID # R50829

Legal Description 29.567 acres in the James Pierpont Survey, Abstract 426, Montgomery County, Texas
(Subdivision) (Lot) (Block)

Current Zoning semi-urban residential

Present Use of Property
Rural

Proposed Use of the Property
Single Family Residential

Total Area of Site 29.567 acres

1. Description of existing property. If the property has been previously subdivided, provide the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

29.567 acres in the James Pierpont Survey, Abstract 426, Montgomery County, Texas

2. Description of proposed property change, including lot numbers, name, etc.

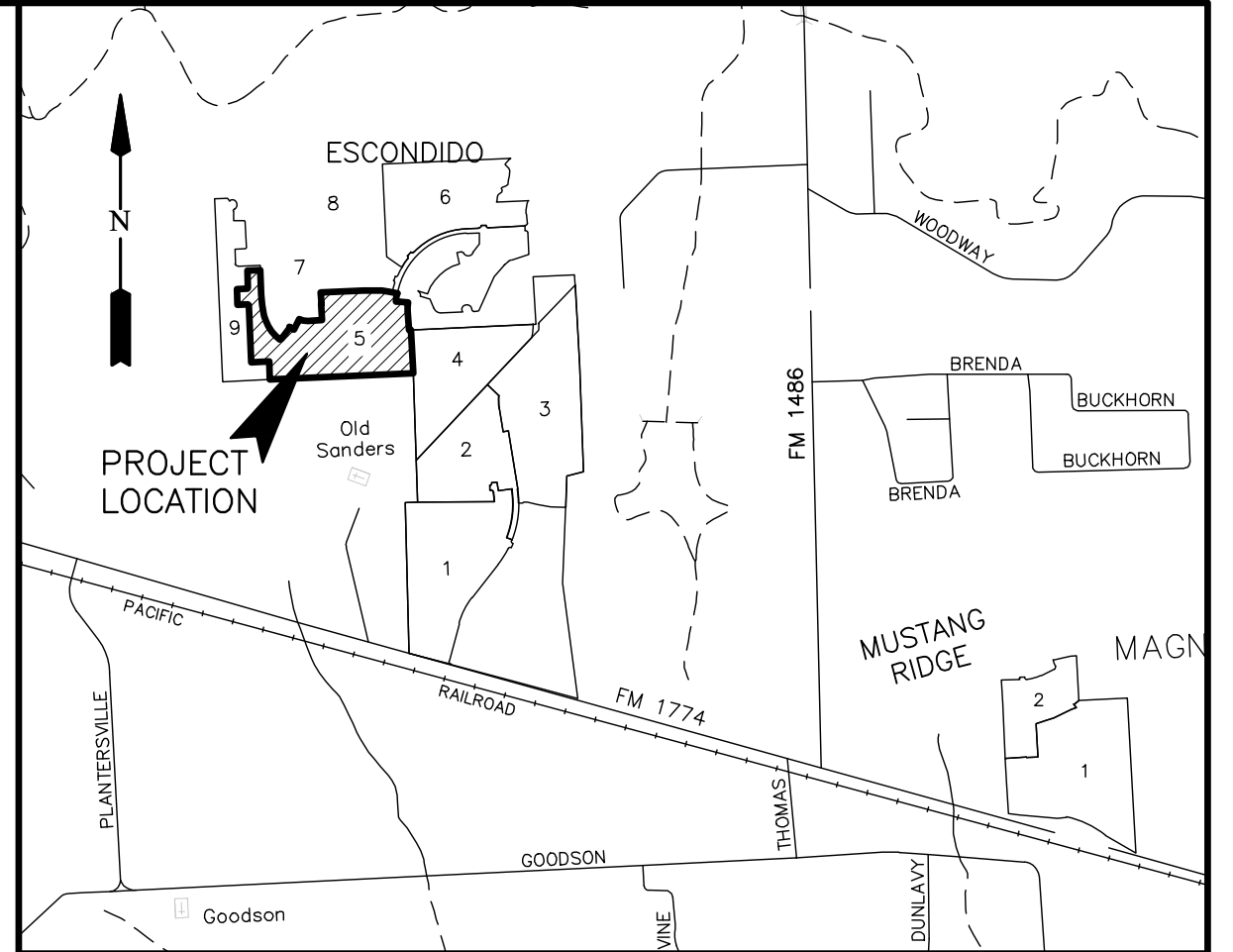
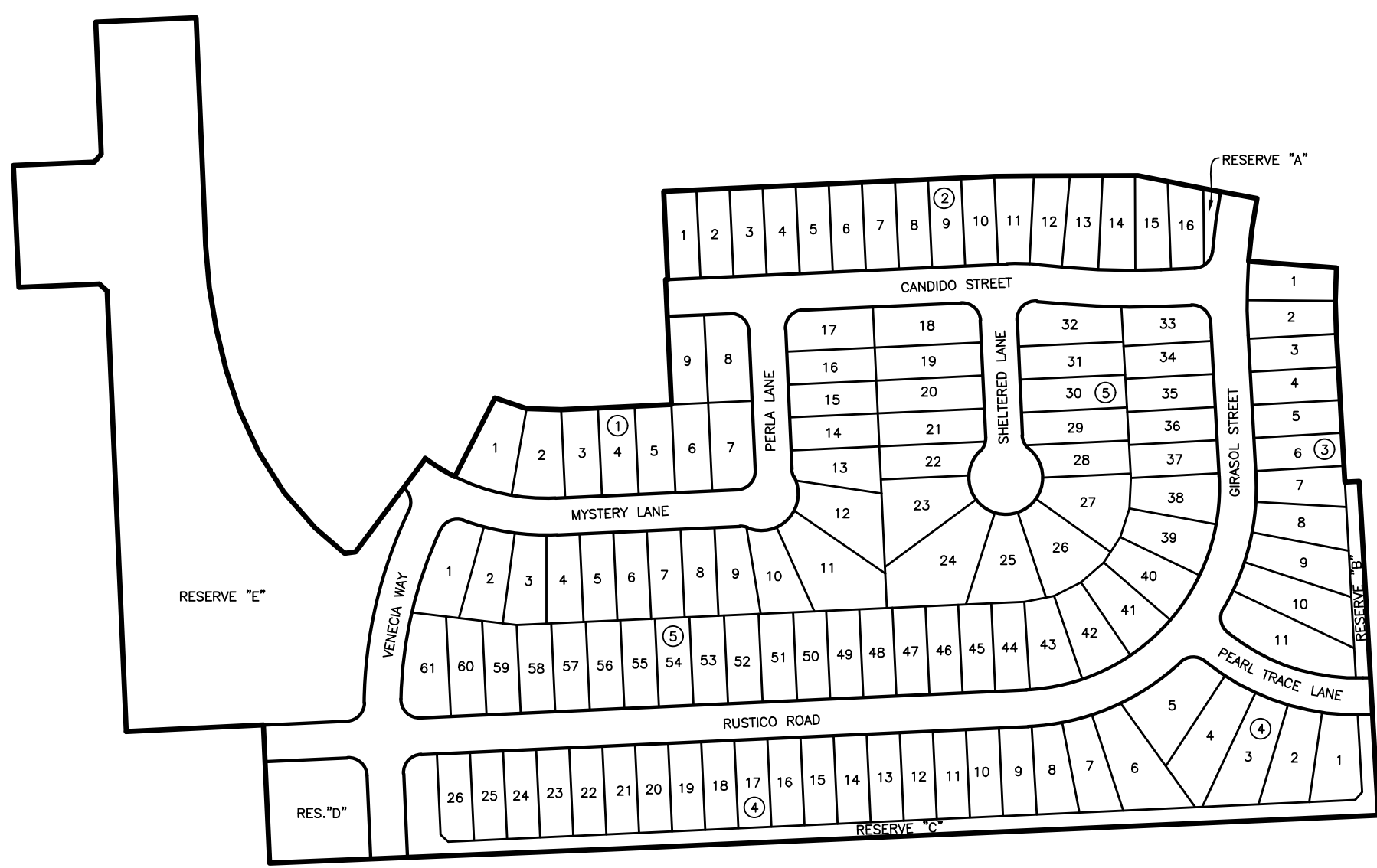
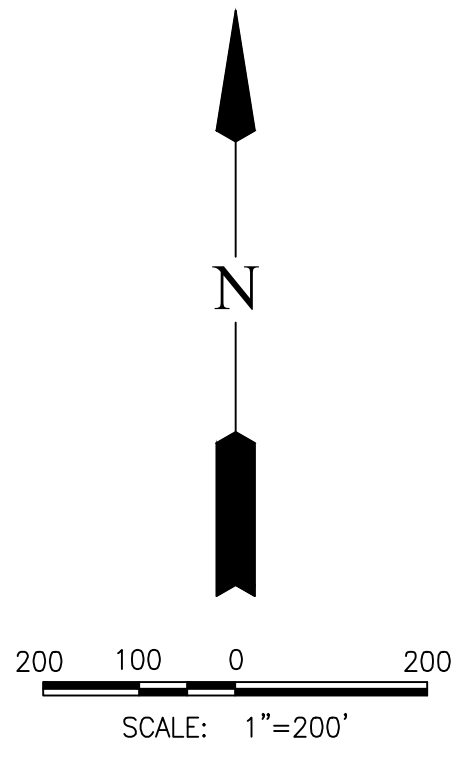
Escondido Section 5- 123 Lots, 5 Blocks, 5 Reserves

Required Information

- One (1) copy of the final plat; 20 in. x 24 in. size Mylar original sealed by a state of Texas registered surveyor
- Two (2) blue line copies of the original Mylar final plat
- One (1) copies of "letter of explanation" with plat details
- Six (6) copies in blue or black line of all originals in 11 in. x 17 in. size for City Council
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Owner affidavit of no conveyance of any interest and that no additional liens exist on the land within the plat since the date of the original title opinion (title search)
- Tax certificates; City, County, and School
- Final plans and specifications for all required improvements
- Vicinity map
- North arrow
- Revision date
- Legal description
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
- The number of lots in the subdivision
 - The size of the parcel
 - The number of dwelling units proposed (provided on a separated attached description)
 - The number of square feet of nonresidential floor area proposed, by generalized use (provided on a separate attached description)
 - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions (including all curve data, the lengths of all arcs, radii, internal angles, points of curvature, lengths and bearings of tangents) of:
- Right-of-way, streets, alleys, railroads, lots, open space, parks, protected natural resources, and buffers
 - Utility and access easements
 - Private access easements

Subdivision: Escondido

Reviewer:



VICINITY MAP
SCALE: 1"= 2000'
KEY MAP NO. 211G

FINAL PLAT ESCONDIDO SECTION 5

A SUBDIVISION OF 29.567 ACRES OF LAND SITUATED IN
THE JAMES PIERPONT SURVEY, ABSTRACT 426,
MONTGOMERY COUNTY, TEXAS.

OWNER: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

123 LOTS
5 BLOCKS
5 RESERVES
6.502 ACRES IN RESERVES

SURVEYOR:
GBI PARTNERS
LAND SURVEYING CONSULTANTS
4724 VISTA ROAD • PASADENA, TX 77505
PHONE: 281-499-4539 • GBIsurvey@GBISurvey.com
TBPELS FIRM #10130300 • www.GBISurvey.com

DATE: JULY 18, 2022

ENGINEER:
LJA Engineering, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042 FRN - F-1386

Date: 18 Jul 2022 9:12am Path: I:\Projects\PLATTING\2139\FINPLT\Esccondido Section 5.dwg CAD: ALEXIS.S MYLAR CHECK: SUR.

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SECTION 5, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO SECTION 5, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SECTION 5, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO SECTION 5 WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2022.

MAGNOLIA ESCONDIDO LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

KYLE B. DUCKETT, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SECTION 5 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2022, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

SCOTT SHELburne, CHAIRMAN

JOSH JAKUBIK, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SECTION 5 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE _____ DAY OF _____, 2022, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

TODD KANA, MAYOR

KANDICE GARRETT, CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

JEFF JOHNSON, P.E.
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS _____ DAY OF _____, 2022.

ROBERT C. WALKER
COMMISSIONER, PRECINCT 1

CHARLIE RILEY
COMMISSIONER, PRECINCT 2

MARK KEOUGH
COUNTY JUDGE

JAMES L. NOACK
COMMISSIONER, PRECINCT 3

JAMES METTS
COMMISSIONER, PRECINCT 4

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, MARK TURNBULL, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2022, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2022, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____ OF RECORD OF _____ MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

MARK TURNBULL, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

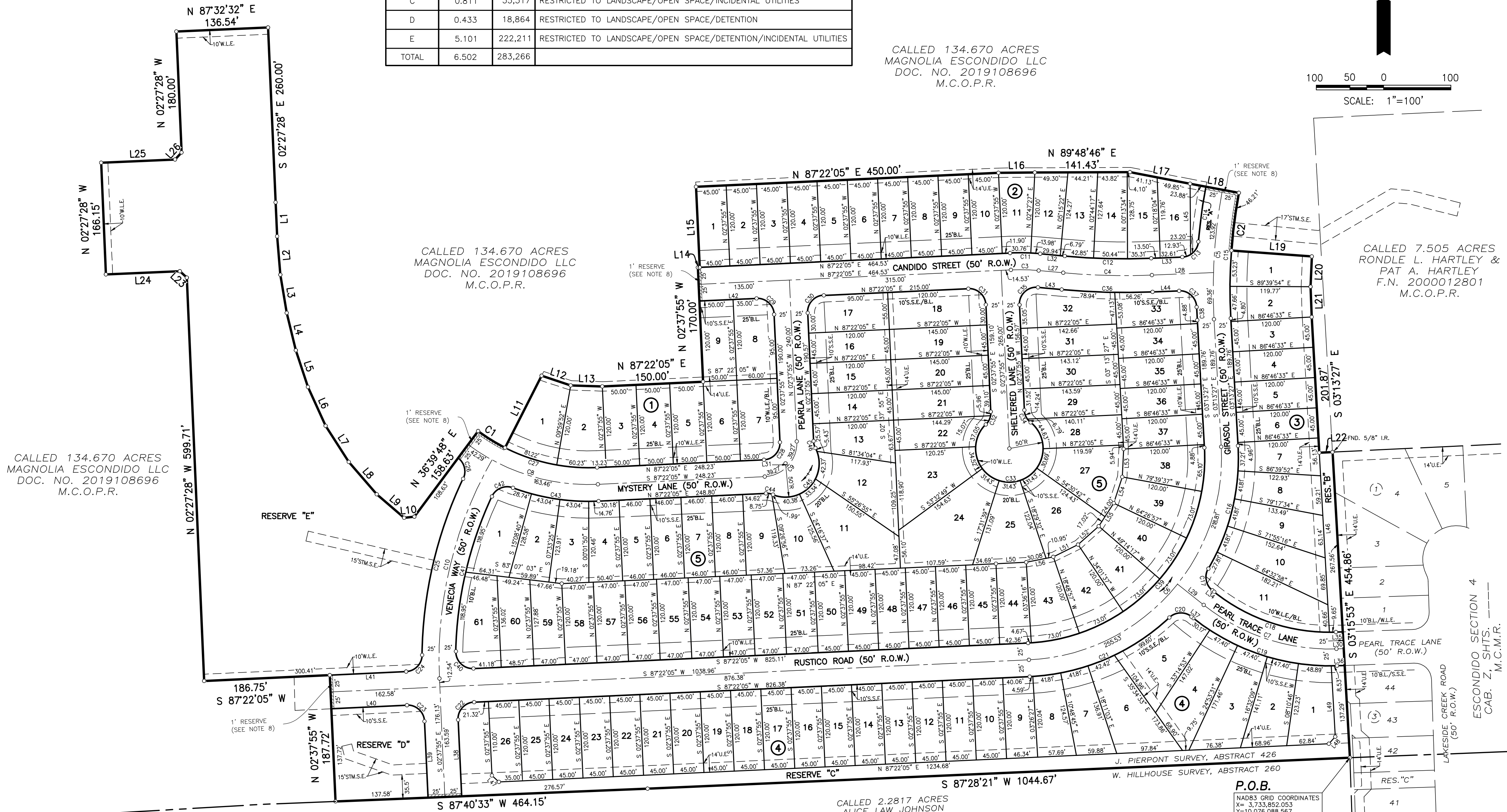
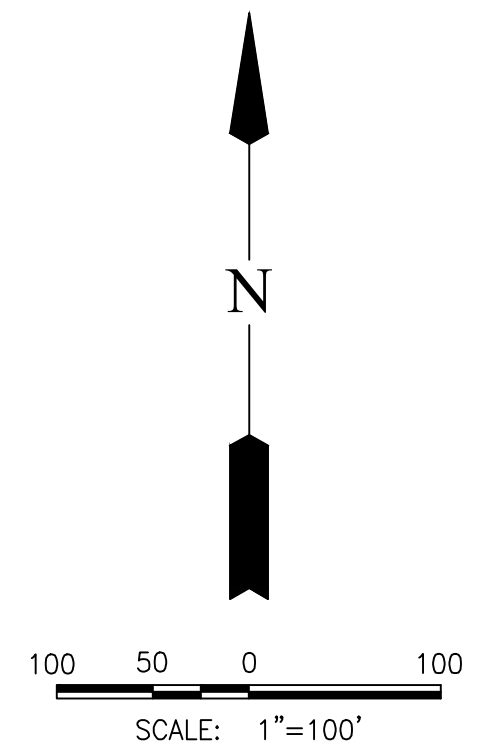
OWNER: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

ESCONDIDO
SECTION 5

SHEET 2 OF 4

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.036	1,587	RESTRICTED TO LANDSCAPE/OPEN SPACE/INCIDENTAL UTILITIES
B	0.121	5,287	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.811	35,317	RESTRICTED TO LANDSCAPE/OPEN SPACE/INCIDENTAL UTILITIES
D	0.433	18,864	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION
E	5.101	222,211	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION/INCIDENTAL UTILITIES
TOTAL	6.502	283,266	

CALLED 134.670 ACRES
MAGNOLIA ESCONDIDO LLC
DOC. NO. 2019108696
M.C.O.P.R.



CALLED 134.670 ACRES
MAGNOLIA ESCONDIDO LLC
DOC. NO. 2019108696
M.C.O.P.R.

CALLED 134.670 ACRES
MAGNOLIA ESCONDIDO LLC
DOC. NO. 2019108696
M.C.O.P.R.

CALLED 7.505 ACRES
RONDLE L. HARTLEY &
PAT A. HARTLEY
F.N. 2000012801
M.C.O.P.R.

CALLED 2.2817 ACRES
ALICE LAW JOHNSON
F.N. 98102399
M.C.O.P.R.

CALLLED 5.756 ACRES
CLINT CAPPS AND ERIKA O'NEAL
DOC. NO. 2020095824
M.C.O.P.R.

LEGEND

- B.L. INDICATES BUILDING LINE
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
- M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
- M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
- M.C.O.P.R.R.P. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- R.O.W. INDICATES RIGHT-OF-WAY
- VOL. INDICATES VOLUME
- PG. INDICATES PAGE
- CAB. INDICATES CABINET
- SHTS. INDICATES SHEETS
- DOC. NO. INDICATES DOCUMENT NUMBER
- RES. INDICATES RESERVE
- INDICATES STREET NAME CHANGE

OWNER: MAGNOLIA ESCONDIDO, LLC
A TEXAS LIMITED LIABILITY COMPANY
6046 FM 2920, SUITE 512
SPRING, TEXAS 77379

Date: Mon, 18 Jul 2022, 9:12am
Path Name: I:\Proj\skv\PLATTING\2139\FIN\PLT\Escondido Section 5.dwg
CAD: ALEXIS.S
MYLAR CHECK: SUR.

UTILITY/INFRASTRUCTURE CONVEYANCE

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

§

SHADYSIDE LAND COMPANY, LLC (the "Developer") has acquired certain improvements, structures, and facilities designed to provide water, wastewater, and drainage to serve areas within the boundaries of the City of MAGNOLIA, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract it entered with UNIFIED ENGINEERING SOLUTIONS, PLLC on or about NOVEMBER, 2021 to serve, HERITAGE GREEN, 49.060 acres in the COLIN McRAE Survey, Abstract 375, City of MAGNOLIA, Texas which facilities are located within or near the boundaries of the City, and shall mean and include the water distribution, sanitary sewer collection, natural gas distribution, streets and roads, and stormwater collection, (excluding stormwater detention) constructed or acquired by the Developer to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto (the "Facilities").

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the UTILITY DEVELOPMENT AND CHAPTER 380 Agreement between the City and SHADYSIDE LAND COMPANY, LLC, dated September 10, 2019 and amended by the First Amendment to the Utility Development Agreement and Chapter 380 Agreement made as of March 8, 2022 (hereinafter both referred to as the "Development Agreement"). The Developer, pursuant to Paragraph H of the Development Agreement, as amended, conveys the Facilities to the City.


The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the Developer for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this conveyance is executed on this 1st day of August, 2023.

By:


James L. Goettee, Jr.
President
Shadyside Land Company, LLC

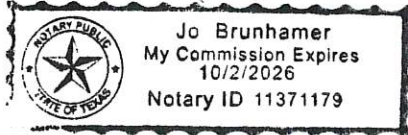
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared, James L. Goettee, Jr., President of SHADYSIDE LAND COMPANY, LLC, whose name is subscribed to the foregoing Utility Conveyance and who, acknowledged to me that he executed the Utility Conveyance as the act and deed of said SHADYSIDE LAND COMPANY, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 1st day of August, 2023.


Notary Public in and for the State of Texas

Seal:



In accordance with the Development Agreement, as defined above, and the authorization by City Council of the City of _____, Texas (the "City") on _____, _____ the City hereby accepts this Utility Conveyance on the _____ day of _____, _____.

By:

_____, Mayor City of _____

Attest:

City Secretary, City of _____


ARTICLE IV

At the meeting of the Board of Directors at which the Resolution to the TCEQ was approved and its submittal to the TCEQ was authorized, the Board of Directors also authorized this Petition to the City for its consent to the District's acquisition of road powers.

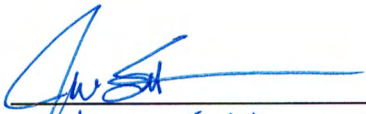
WHEREFORE, the District's Board of Directors prays that this Petition be considered at the next regular meeting of the City of Magnolia, and that the City grant the Petition and enter an Order Consenting to the District's acquisition of road powers, pursuant to Section 54.234, Texas Water Code.

RESPECTFULLY SUBMITTED this 19 day of July, 2023.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 116

By: 
Name: Kelli Sims
Title: Vice President

ATTEST:

By: 
Name: Jason Swatek
Title: Secretary

(SEAL)



**CITY OF MAGNOLIA
KELLY ROAD WATER PLANT GST AND HPT ADDITION
WORK ORDER 23-005**

Engineer's Project No. 2325624.60

Project Description:


This project consists of the construction of a 189,000-gallon glass-lined ground storage tank, 15,000-gallon hydropneumatic tank, fencing, detention pond and drainage system, electrical, and instrumentation.

Engineering Services:

Baxter & Woodman, Inc., will provide Construction Management and Field Observation for and during the construction of the Kelly Road Water Plant GST and HPT Addition. A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Master Engineering Services Agreement dated September 14, 2021. The Owner shall pay Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed during the Construction Contract Duration of 270 calendar days plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$65,418.00.

Submitted by: Baxter & Woodman Inc.	Approved by: City of Magnolia
By: 	By: _____
Title: <u>Executive Vice President</u>	Title: _____
Date: <u>August 1, 2023</u>	Date: _____

Additional Comments and Conditions: All costs for Construction Management and Field Observation after the expiration of the construction contract period shall be addressed in accordance with Section 00800 3.04B. and 3.12D

**City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005**

ATTACHMENT A

Project Description

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

Scope of Services

A Construction Contract Duration of 270 calendar days was utilized in budgeting the following scope of services that details the anticipated tasks necessary to successfully complete this Project:

1. Construction Administration

- a. Review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 40 submittals total, (includes submittals and re-submittals, if required) by ENGINEER and shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the Contract Documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
- b. Prepare contract change orders and or work directives when authorized by the OWNER during the 9-month construction contract period.
- c. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor during the 9-month construction contract period.
- d. Construction Manager or other office staff up to five (5) site visits as needed during the 9-month construction contract period.

2. Field Observation – Part Time

- a. ENGINEER will provide a Field Project Representative (FPR) at the construction site during the 270-day construction contract period on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hours per month, not including legal holidays as deemed necessary by the OWNER. Part-Time Field Observation provides that the FPR will make intermittent site visits to observe and report on the progress of Contractor's executed Work during the 270-day construction contract period. Part-Time Field Observation does not guarantee the ENGINEER will observe or comment on work completed by the contractor at times the FPR is not present on site. Such visits and observations by the FPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement.
- b. Through standard reasonable means, ENGINEER will become generally familiar with observable

City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005

completed work during the 270-day construction contract period. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. ENGINEER shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. ENGINEER shall not be responsible for the acts of omissions of any contractor, subcontractor, supplier, manufacturer or any of their agents, employees or any person (except ENGINEER's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by the ENGINEER.

- c. Keep a daily record of the Contractor's work on those days that the FPR is at the construction site with notations on the Contractor's progress during the 270-day construction contract period.
3. Critical Phase Coatings and Sealant Inspection
 - a. Provide, an on-site NACE Certified representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers with consent by OWNER, to assist the Contractor with interpretation of the Specifications, inspect, verify, and document in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - b. NACE Certified representative will inspect all surface preparations and coating applications per the National Association of Corrosion Engineers (NACE) standards.
 4. Substantial Completion of Project - Provide construction observation services when notified by the OWNER that the Project is substantially complete.
 5. Completion of Project
 - a. Provide construction observation services when notified by OWNER that the Project is complete. Prepare written punch lists during final completion review and monitor and verify any required deficiencies correction.
 6. ENGINEER reviewed Construction Contract Documents and consulted with OWNER in preparing this Scope of Services and associated fee. ENGINEER does not guarantee the Contractor will reach Contract Completion in the Contract time duration identified in the Construction Contract Proposal nor does ENGINEER control Contractor's Schedule to complete the Contract Work.

**City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005**

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

Construction Management and Observation beyond the Original Contract Completion Date

Attend construction progress meetings as determined by City Engineer

Cast In Place Concrete Formwork and Rebar – Inspection

Concrete Placement - Inspection

Verification of any Laboratory Testing Coordination

Hydraulic Testing

Hydrostatic Testing

Leakage Testing

Drainage Channel and Basins Inspection and Approval of foundation soil

Performance Testing – Starting of Systems Electrical Troubleshooting

Coordination with CenterPoint

3D GIS

Drone Captured Video Recording and Imagery

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

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

Engineer's Project No. 211009.62

Project Description:

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

Engineering Services:

Baxter & Woodman, Inc., will provide Construction Management and Field Observation for and during the construction of the Water Plant No. 3 Phase 2. A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Master Engineering Services Agreement dated September 14, 2021. The Owner shall pay Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed during the Construction Contract Duration of 600 calendar days plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$88,154.00 without additional authorization.

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

Approved by: **City of Magnolia**

By: 

By: _____

Title: Executive Vice President

Title: _____

Date: July 1, 2023

Date: _____

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

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

ATTACHMENT A

Project Description

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

Scope of Services

A Construction Contract Duration of 600 calendar days was utilized in budgeting the following scope of services that details the anticipated tasks necessary to successfully complete this Project:

1. Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. Construction Administration
 - a. Review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 75 submittals total, (includes submittals and re-submittals, if required) by ENGINEER and shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the Contract Documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
 - b. Prepare construction contract change orders and or work directives when authorized by the OWNER during the 20-month construction contract period.
 - c. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor during the 20-month construction contract period.
 - d. Construction Manager or other office staff up to five (5) site visits as needed during the 20-month construction contract period.
3. Field Observation – Part Time
 - a. ENGINEER will provide a Field Project Representative (FPR) at the construction site during the 600-day construction contract period on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hours per month, not including legal holidays as deemed necessary by the OWNER. Part-Time Field Observation provides that the FPR will make intermittent site visits to observe and report on the progress of Contractor's executed Work during the 600-day construction contract period. Part-Time Field Observation does not guarantee the ENGINEER will observe or comment on work completed by the contractor at times the FPR is not present on site. Such visits and observations by the FPR, if any, are not intended to be exhaustive or to extend to

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

every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement.

- b. Through standard reasonable means, ENGINEER will become generally familiar with observable completed work during the 600-day construction contract period. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. ENGINEER shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. ENGINEER shall not be responsible for the acts of omissions of any contractor, subcontractor, supplier, manufacturer or any of their agents, employees or any person (except ENGINEER's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by the ENGINEER.
- c. Keep a daily record of the Contractor's work on those days that the FPR is at the construction site with notations on the Contractor's progress during the 600-day construction contract period.
- d. Baxter & Woodman to provide an FPR Daily Report template that will be used by OWNER when performing Field Observation documenting a daily record of the Contractor's work on the days that the OWNER is providing Field Observation.

4. Critical Phase Coatings and Sealant Inspection

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

5. Substantial Completion of Project - Provide construction observation services when notified by the OWNER that the Project is substantially complete.

6. Completion of Project

- a. Provide construction observation services when notified by OWNER that the Project is complete. Prepare written punch lists during final completion review and monitor and verify any required

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

deficiencies correction.

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

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

Construction Management and Observation beyond the Original Contract Completion Date

Attend construction progress meetings as determined by City Engineer

Cast In Place Concrete Formwork and Rebar – Inspection

Concrete Placement - Inspection

Verification of any Laboratory Testing Coordination

Hydraulic Testing

Hydrostatic Testing

Leakage Testing

Drainage Channel and Basins Inspection and Approval of foundation soil

Performance Testing – Starting of Systems Electrical Troubleshooting

Coordination with CenterPoint

3D GIS

Drone Captured Video Recording and Imagery

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

**CITY OF MAGNOLIA
WATER PLANT No. 3 PHASE 1
Construction Management Services
WORK ORDER - AMENDMENT**

Engineer's Project No. 211009.61

Project Description:

This project consists of the construction of new 1,000 gpm water well, 10,000-gallon hydropneumatic tank, chemical disinfection system and fiberglass buildings, associated piping, electrical work, fencing, crushed stone driveway, and site restoration.

Engineering Services:


Baxter & Woodman, Inc. will provide a continuation of Construction Management services for Water Plant 3 Phase 1 construction project for the final completion of construction.

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

Amended Compensation:

The Engineer's fee for the Project shall be amended as follows:

Current Not-to-Exceed Work Order Limit:	\$114,100
Net Lump Sum increase of this Amendment	\$25,500
<hr/>	
Amended Not-to-Exceed Limit:	\$139,600

Submitted by: Baxter & Woodman, Inc.	Approved by: City of Magnolia
By:  Michael A. Kurzy, PE	By: _____
Title: Vice President	Title: _____
Date: <u>July 5, 2023</u>	Date: _____

Additional Comments and Conditions: All other provisions of the Work Order shall remain in full force and effect.

Project Description - Amended

This Project involves providing continued Construction Administration and Field Observation for the final completion construction effort by the Contractor during the construction and commissioning of Water Plant 3 Phase 1. The City of Magnolia added significant scope of work to this project to expedite well water pumpage due to a temporary development moratorium and Contractor's equipment delivery delays. The Original Contract Completion date of June 30, 2023, has passed and currently the project is 77% complete.

An additional 62 calendar days are needed beyond the original contract time of 270 calendar days for a total of 332 calendar days. Additional time is due to unforeseen Contractor's construction equipment delivery delays and City of Magnolia's additional Scope. The Well Pump Motor was upsized to 300HP following the well pilot testing, the base-bid design was for 250HP VFD which was submitted by the contractor and approved as noted on January 11, 2023. Contractor was informed that the approved VFD originally scheduled for delivery in early May 2023, was pushed by the manufacturer to an estimated delivery of December 2023. Contractor was informed that this was unacceptable and was tasked to seek other options to expedite delivery of the proposed 300HP well pump motor. Contractor found a 450HP 480V 3-Phase VFD that was suitable for the proposed change in the well pump motor with a delivery date of May 2023. Additional construction administration was needed to review new equipment submittals, coordination of design and construction for upsizing building, foundation and electrical to accommodate the 450HP VFD. The contractor was requested to provide costs and schedule for delivery and install the Temporary Water Well Feed System equipment and maintain until permanent well pump and motor equipment was delivered and installed. A significant effort was undertaken to get this Temporary Water Well Feed System in place and operating, the proposed temporary water well feed system was installed in conjunction with the permanent water well system to temporarily provide water from the new water well to the City's water system consisting of a well pump, generator, chemical equipment, and all associated electrical appurtenances for three (3) months. The Contractor's additional costs were identified in Change Order No. 2 which Baxter & Woodman negotiated.

Scope of Services

The following scope of services details the continuation of tasks providing Construction Administration and Field Observation necessary to successfully complete this Project:

1. Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. Construction Administration
 - a. Continuing CenterPoint Coordination.
 - b. Shop drawing and submittal review by ENGINEER shall apply only to the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
 - c. Review construction record drawings for completeness prior to submission to CADD.
 - d. Prepare construction contract change orders and work directives when authorized by the

OWNER.

- e. Review the Contractor's requests for payments as construction work progresses and advise the OWNER of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- f. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor.
- g. Construction Manager or other office staff visit site as needed.

3. Field Observation – Part Time

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

4. Critical Phase Coatings and Sealant Inspection

- a. Provide, an on-site NACE Certified representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Specifications, inspect, verify, and document in general

- if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- b. NACE Certified representative will inspect all surface preparations and coating applications for yard piping as per the National Association of Corrosion Engineers (NACE) standards.
5. Performance Testing – Starting of Systems
 - a. ENGINEER will attend Contractor's ***Unit Process Testing and Startup Meeting(s) and Facility Startup Meeting(s) to discuss testing and startup schedules, test methods, required materials and utilities for Contractor installed Products, Unit Processes, and Facilities. Discussions will include Operation Interface, OWNER, and ENGINEER involvement.*** Manufacturer's representative involved in the installation and its coordination or integration into the Work shall attend the meeting. Contractor's testing and startup schedule shall be approved by the OWNER and ENGINEER prior to commencing any testing procedures.
 - b. ENGINEER will observe Functional (or run) testing for all equipment and systems.
 - c. ENGINEER to review equipment manufacturer written report covering checkout, testing, inspections, and start-up. Any deficiencies noted in the report shall be corrected by the Contractor and verified by the ENGINEER.
 - d. Monitor Operator Training.
 - e. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and materials furnished on the Project by Contractor shall have been conducted in the presence of representatives of Contractor, OWNER, and ENGINEER, and manufacturer if requested by OWNER or ENGINEER.
 6. Substantial Completion of Project - Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 7. Completion of Project
 - a. Provide construction inspection services when notified by Contractor that the Project is complete. Prepare written punch lists during final completion inspections and monitor any required deficiencies correction.
 - b. Prepare and review Final Payment and project closeout documents.
 - c. Review Contractor's written guarantees and issue a Certificate of Acceptance to contractor and Certificate of Completion to OWNER.
 8. Project Closeout - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
 9. Drone Captured Progress Video Recording
 - a. Provide drone flights over the Project Site on a periodic basis of not more than two (2) hours per month (for up to 6 hours), from Project Initiation through Project Completion, to record the various stages and associated progress of the construction activities. Drone flights will provide high-resolution video and imagery.
 - b. Drone will be flown by a licensed Drone Pilot.
 - c. All Federal Aviation Administration (FAA) requirements will be reviewed and met before each flight.

**CITY OF MAGNOLIA
WASTEWATER TREATMENT PLANT EXPANSION
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
WORK ORDER AMENDMENT NO. 2**

Engineer's Project No. 220961.60

Purpose of Amendment:

This amendment to the original Work Order dated June 14, 2022, provides for additional scope of services and compensation that are being added to the Project.

Amended Engineering Services:

The scope of service is amended to include special services/additional services and extended Construction Management and Inspection Services for Wastewater Treatment Plant Expansion.

A detailed scope of special services/additional services for this project is listed. The amended scope of services is set forth in Attachment A.

Amended Compensation:

The Engineer's fee for the Project shall be amended as follows:

Current Not-to-Exceed Work Order Limit:	\$ 40,500
<u>Net increase/decrease of this Amendment</u>	<u>\$ 36,847</u>
Amended Not-to-Exceed Limit:	\$ 77,347

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

By: _____

Michael A. Kurzy, PE

Title: Executive Vice President

Date: August 1, 2023

Approved by: **City of Magnolia**

By: _____

Title: Mayor

Date: _____

Additional Comments and Conditions: All other provisions of the Work Order shall remain in full force and effect.

Project Description

Special Services/Additional Services performing required Instrumentation and Controls Troubleshooting, Electrical Troubleshooting to perform SCADA Start-Up of Treatment Unit 3 and extended Construction Administration and Field Observation required for Rehabilitation of Treatment Unit No. 2 to remain in compliance with TCEQ and reach final completion. This work will require NACE certified site inspection for the coating and rehabilitation work. Owner added Scope and B & W coordinated with Owner and Contractor to seal Manholes that were installed during Nichols Sawmill Phases 1 and 2.

Scope of Services

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

1. Providing Construction Management Services including
 - a. Coordinate with Owner and Contractor to schedule CenterPoint
 - b. Coordinate with Owner and Contractor to schedule AT&T services
 - c. Review and response for RFIs
 - d. Pay Estimate processing
 - e. Change Order processing
 - f. Final inspection
 - g. Construction Manager or other office staff visit site as needed

2. Providing Field Project Representation
 - a. On site Observations
 - b. Witness testing
 - c. Coordination Equipment Start-Up, testing, and training
 - d. Daily Reports when on site
 - e. Observed and documented non-conforming work and monitored contractors corrective actions

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



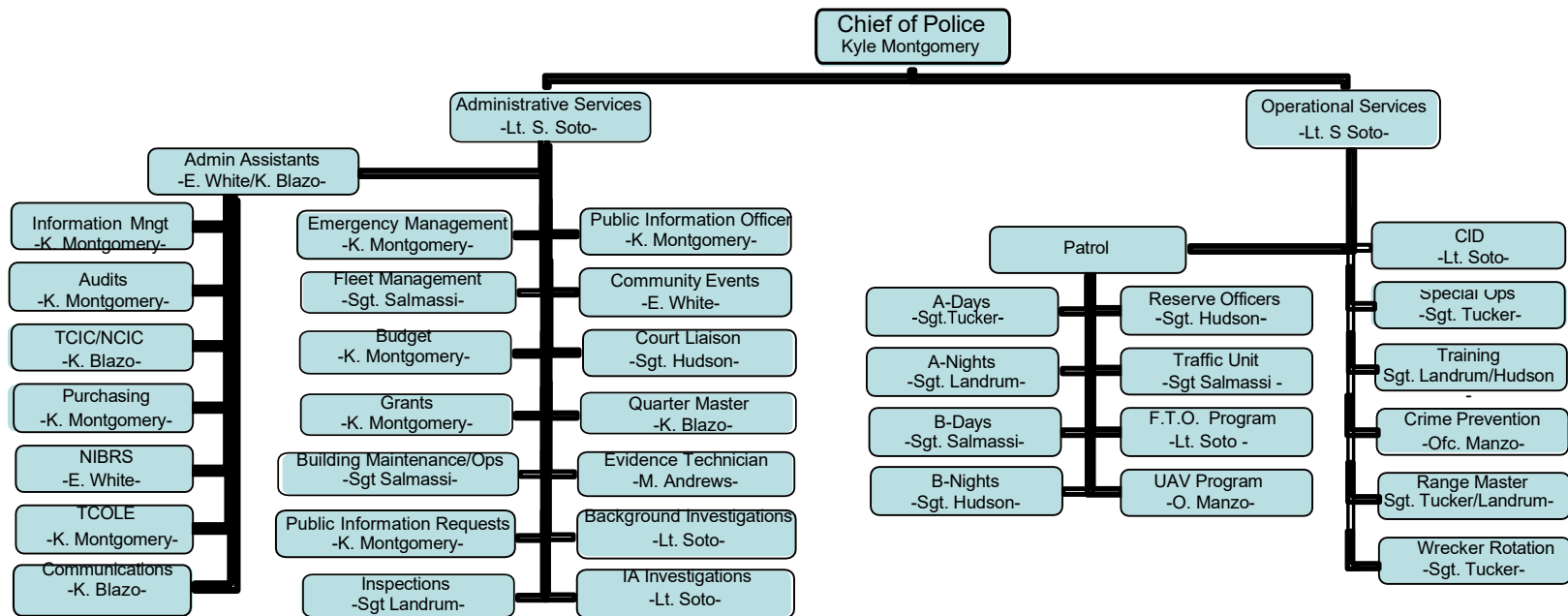
DEPARTMENT REPORT

July 2023

Prepared by:
Kyle Montgomery
Chief of Police

ADMINISTRATIVE

Organizational Chart



PATROL

CALL BREAKDOWN

	June	July	Monthly Change
EMERGENCY	17	16	-1
NON-EMERGENCY	300	267	-33

CALLS FOR SERVICE

	June	July	Monthly Change	2023
Total Calls for Service	317	283	-34	2,018

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

OFFENSE REPORTS

	June	July	Monthly Change
Report Totals	58	54	-4

RESIDENTIAL PATROLS

	Windmill Estates	Magnolia Ridge	Dogwood Patches	Mustang Ridge	Timber Hollow	Total
June	131	136	143	118	143	671
July	141	159	144	141	149	734

CALL TOTALS

OFFENSES	June	July	MONTHLY CHANGE
Burglary of a Vehicle	0	1	+1
Burglary of a Building	0	0	-
Burglary of a Habitation	0	0	-
Theft	6	1	-5
Fraud/Forgery	2	1	-1
Criminal Mischief	1	3	+2
Robbery	0	0	-
Assault/Family Violence	2	1	-1
Death Investigation	1	1	-
Sexual Assault	0	0	-
Motor Vehicle Crash	15	13	-2
Alarms	28	29	+1
Medical calls	15	14	-1
Welfare Checks	17	13	-4
Disturbances	6	3	-3
Assist Outside Agency	8	10	+2
Narcotics	13	7	-6
DWI	8	16	+8

CRIMINAL ARRESTS

	June	July	MONTHLY CHANGE
TOTAL ARRESTS	32	30	-2
NARCOTICS	13	7	-6
DWI	8	16	+8

TRAFFIC CONTACTS BY RACE

	Asian/ Pacific	Black	Hispanic	Alaskan/ Indian	White
June	13	65	225	3	610
July	14	65	246	4	599
Change	+1	-	+21	+1	-11

TRAFFIC CRASHES

	June	July	MONTHLY CHANGE
Fatal	0	0	-
Injury	0	1	+1
Non-Injury	15	12	-3

TRAFFIC ENFORCEMENT

	June	July	MONTHLY CHANGE
FM 1488	534	638	+104
FM 1774	187	153	-34
Magnolia Blvd	350	293	-57
Buddy Riley	130	137	+7
Nichols Sawmill	38	32	-6
Total Violations	1,202	1,219	+17

COMMERCIAL PATROLS

	June	July	MONTHLY CHANGE
Business Checks	902	976	+74
Business Contacts	23	18	-5
Totals	925	994	+69

CRIMINAL INVESTIGATIONS

	June	July	MONTHLY CHANGE
Assault	1	0	-1
Sexual Assault	0	0	-
Robbery	1	0	-1
Death	0	0	-
Persons Crime Totals	2	0	-2
Burglary-Building	0	0	-
Burglary-Vehicle	0	0	-
Burglary-Habitation	0	0	-
Theft	3	1	-2
Hit and Run Crashes	0	0	-
Financial Crime	1	1	-
Criminal Mischief	0	1	+1
Property Crime Totals	4	3	-1
Arrests/Warrants	3	5	+2

	2023
Total Cases	39
Cleared	17
Clearance Rate	44%

Call Type Report

MAGNOLIA POLICE DEPARTMENT

From: 07/01/2023

To: 07/31/2023

Call Type Description	Number of Calls
911 Hang up	1
Abandoned Vehicle	1
Administration	11
Alarm	29
Animal Control	1
Arrest-Class A	2
Arrest-Class B	7
Arrest-Felony	7
Arrest-Warrant	4
Assault	1
Assault-Family Violence	1
Assist Magnolia PD	34
Assist Outside Agency	10
ATL/BOLO	9
Building Check	3
Burglary-Vehicle	1
Business Check	976
Business Contact	18
Child Discipline	3
Citizen Contact	1
City Business	1
Civil	1
Commercial Patrol	4
Criminal Mischief	3
Disturbance in Progress	2
Disturbance Past	1
DOA	1

Call Type Report
MAGNOLIA POLICE DEPARTMENT

From: 07/01/2023

To: 07/31/2023

Call Type Description	Number of Calls
Fraud	1
Harassment	1
Information	23
Investigation	2
K9 narcotics deployment	3
K9 training	1
Medical Call	14
Missing Person-Juve	1
Motorist Assist	3
MVA-Major	1
MVA-Minor	12
Noise Disturbance	2
OTHER	3
Public Service	2
Residential Patrol-Dogwood Patches	144
Residential Patrol-Magnolia Ridge	159
Residential patrol-Mustang Ridge	141
Residential Patrol-Timber Hollow	149
Residential Patrol-Windmill Estates	141
Routine Patrol	100
SELECT	3
Suspicious Person	6
Suspicious Vehicle	7
Theft-Felony	1
Towed Vehicle	8
Traffic Hazard	4
Training	1

Call Type Report
MAGNOLIA POLICE DEPARTMENT

From: 07/01/2023

To: 07/31/2023

Call Type Description	Number of Calls
Unity Park Patrol	35
Vehicle Disturbance	1
Welfare Check	13

2023 MAGNOLIA MUNICIPAL COURT CASE MANAGEMENT REPORT

Month	Citations Issued	Violations Issued	Warnings Issued	New Warrants Issued	Warrants Cleared	Arraignment Cases	Juvenile Court Cases	Judge Trial cases	*Jury Trial Cases	Show Cause cases
January	277	367	504	82	38	50	4	0	0	6
February	282	350	435	74	85	55	3	0	0	7
March	326	452	485	17	79	45	2	0	0	7
April	326	424	575	75	51	35	3	1	0	25
May	314	428	609	0	66	64	2	0	0	6
June	267	352	664	199	56	23	0	0	0	0
July	326	431	666	4	43	50	4	2	0	8
August										
September										
October										
November										
December										
TOTAL	2,088	2,804	3,938	451	418	322	18	3	0	59
Completed By: Frances Suarez										

FY 2023 MAGNOLIA MUNICIPAL COURT COLLECTIONS REPORT

MONTH	CITATIONS PAID THROUGH TRAFFIC PAYMENT.COM	CITATIONS PAID IN OFFICE OR THROUGH THE MAIL	TOTAL COURT COLLECTIONS
OCT.2022	23,274.55	17,855.25	41,129.80
Nov.2022	19,180.72	10,980.89	30,161.61
DEC.2022	28,022.55	17,011.03	45,033.58
JAN.2023	30,894.61	25,438.27	56,332.88
FEB.2023	36,438.45	22,882.45	59,320.95
MAR.2023	42,773.69	34,185.45	76,959.14
APR. 2023	35,417.97	28,990.05	64,408.02
MAY 2023	39,020.56	30,638.98	69,659.54
JUN. 2023	40,486.23	25,138.55	65,624.78
JUL. 2023	28,718.23	27,196.41	55,914.64
AUG. 2023			
SEPT. 2023			
TOTAL:	324,231.56	240,317.33	564,734.66
	BY: FRANCES SUAREZ		

City Administrator's Report for August 8, 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:

07/13 Met with local developer

07/13 Attended pre-development meeting

07/13 Attend 4A meeting

07/13 Attend 4B meeting

07/17 Attended pre construction meeting for Water Plant 3 Phase 2

07/17 Met with developer to discuss a park plan

07/18 Met with CenterPoint representatives to discuss emergency planning

07/18 Met with Blackfin Pipeline representative to discuss new gas pipeline

07/19 Attended Department Head meeting

07/20 Met with Developer

07/20 Attended Chamber of Commerce meeting.

07/21 Attended Moratorium/Connection meeting

07/21 Met with Engineers

07/25 Attended P & Z meeting

07/31 Met with Area City Administrators/Managers

08/01 Met with City Engineer and EDC Director

08/01 Met with possible new service provider

08/02 Met with Blackfin Pipeline representative to discuss new gas pipeline
I have attached a 2 - page Financial Summary.

Don Doering

**City of Magnolia
Financial Summary
July 31, 2023
84% of Fiscal Year**

	Budgeted	Actual	Percent
General Fund			
Revenue	\$6,953,497	\$4,201,625	60%
Expenses	\$5,645,197	\$4,795,436	85%
Water & Sewer Fund			
Revenue	\$10,718,971	\$8,335,702	78%
Expenses	\$5,685,544	\$4,319,553	76%
Capital Projects Enter.			
Revenue	\$500,000	\$187,642	38%
Expenses	\$4,020,000	\$8,279,188	206%
Debt Service			
Revenue	\$786,235	\$1,288,841	164%
Expenses	\$785,718	\$131,328	17%
4B Community Dev.			
Revenue	\$782,821	\$532,086	68%
Expenses	\$782,821	\$452,749	58%
4A Economic Dev.			
Revenue	\$1,302,000	\$1,077,733	83%
Expenses	\$1,174,720	\$644,986	55%
Red Light Camera			
Revenue	\$0	\$0	0%
Expenses	\$0	\$0	0%
445 Road Repair			
Revenue	\$662,000	\$585,957	89%
Expenses	\$450,000	\$8,392	2%
Hotel/Motel Occup.			
Revenue	\$50,000	\$42,765	86%
Expenses	\$25,000	\$19,843	79%
MC Security Fund			
Revenue	\$7,000	\$10,559	151%
Expenses	\$5,000	\$6,015	120%

**City of Magnolia
Financial Summary
July 31, 2023
84% of Fiscal Year**

	Budgeted	Actual	
MC Tech. Fund			
Revenue	\$9,000	\$11,700	130%
Expenses	\$8,100	\$11,813	146%
Scofflaw			
Revenue	\$0	\$0	0%
Expenses	\$0	\$0	0%
In-Kind Franchise			
Revenue	\$0	\$6,057	100%+
Expenses	\$0	\$0	0%
Capital Projects			
Revenue	\$0	\$17,500	100%+
Expenses	\$0	\$70,570	100%+
Magnolia Ridge PID			
Revenue	\$124,315	\$120,285	97%
Expenses	\$115,785	\$45,393	39%
Seized Property			
Revenue	\$0	\$135	100%+
Expenses	\$0	\$10,357	100%+
Judicial Efficiency			
Revenue	\$200	\$1,477	739%
<u>Expenses</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
Total Revenue	\$21,896,039	\$16,420,064	75%
Total Expenses	\$18,697,885	\$18,795,623	101%
Total Rev - Capital P.	\$21,396,039	\$16,214,922	76%
Total Exp. - Capital P.	\$14,677,885	\$10,445,865	71%

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CITY OF MAGNOLIA

ENGINEERING REPORT

AUGUST 8, 2023

1. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN DESIGN

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

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

Water Plant No. 3 Phase III design includes a 1,000 gpm water well in the Evangeline Aquifer and a 500,000-gallon composite elevated storage tank (EST).

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

The proposed well location's 150-foot sanitary control radius extends outside of City limits. The surveyor is underway with metes and bounds exhibits and descriptions for the sanitary control easements. Once complete, we will coordinate with the attorney for the City regarding the acquisition process.

The proposed site plan has been sent to City Staff for review and comment.

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 bonds and insurance have been verified. We will provide a work order for construction management services to City Staff prior to the Council meeting.

For action: Consideration and possible action to authorize Work Order 23-005 for construction management services for the Ground Storage Tank and Hydropneumatic Tank Addition at Kelly Road Water Plant for a total cost of \$65,418.

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

A letter was sent to the TDA in July requesting an amendment for a scope change and contract extension. Pending TDA approval, the first advertisement is scheduled for August 18, 2023, and the bid opening scheduled for September 1, 2023.

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)

There is no update this reporting period.

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

F. Melton Street Sanitary Sewer System

As noted in the previous months, the Melton Street sanitary sewer system experiences issues after a heavy rain. We additionally noted that the sanitary sewer lines are generally in moderate to good condition. The rim elevations of the sanitary sewer manholes seem to be too low and may allow for inflow. At least one sanitary sewer manhole top was disconnected from the manhole structure, being a main source of inflow. The immediate recommendation is to repair the two manholes with broken tops. The long-term recommendation is to raise the manhole rims to ensure they are all 4-6 inches above grade, rehabilitate the manholes with a cementitious liner, seal and vent the manhole covers, provide flood resistant doors on the sanitary sewer lift station, and rehabilitate the sanitary sewer lines by cured in place plastic pipe (CIPP) liner. No action has taken place on this line 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 will stay in place until the site is connected to permanent power and the pumping equipment for Water Well No. 7 has been upsized to its final capacity. It is anticipated upsizing the pumping equipment will take three weeks.

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 step test was completed on July 26, 2023. The well pumping rate was able to achieve 2,107 gpm. The well was designed for 500 gpm. The 36-hour test began on July 28, 2023. We are coordinating with the contractor to determine timeframes and costs to upsize the well pump. Upsizing likely includes an upgrade to the electrical service, the weather hood,

and the controls. We anticipate being able to achieve 1,500 gpm from this well at a future date.

Weisinger, Inc. has submitted Pay Estimate No. 5 for \$214,981.20 (**attached**). This amount represents partial payment for furnishing test pump equipment and installation of underground electrical duct banks and pull boxes.



Water pumping for the step test



Electrical duct bank installation

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

Water Well No. 7 is online and is pumping water into the City's distribution system. CenterPoint has extended power to the site. The contractor's electrical subcontractor, EAC, is underway with the service entrance installation. Once complete, a meter can be requested, and the pumping equipment can be upsized. It is anticipated the well will be offline for three weeks for the upsizing.

It is our understanding the City has contracted a structural engineering company to review the modified footings for the 20,000-gallon HPT. The 10,000-gallon HPT has been delivered to the Kelly Road Water Plant.

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

R&B Group, Inc. has submitted Pay Estimate No. 7 for \$244,514.66 (**attached**). This amount represents partial payment for installation of water well discharge piping, 8-foot by 8-foot fiberglass building, concrete foundation for other fiberglass building, underground duct bank, furnishing and setting hydropneumatic tank, yard piping, disinfection equipment, and work per Change Orders No. 2 and 3.



Water well discharge piping



Electrical duct bank to power pole

The contract completion time has been extended by 62 calendar days due to construction equipment delivery days and a scope increase. The scope increase was for the temporary pumping equipment to put the water well online at a lower capacity in order to get water into the system as quick as possible. This requires additional construction management and field project representation time to coordinate the project and review contractor progress. We are requesting an amendment to the construction management services work order to account for this additional time.

For action: Consideration and possible action to authorize Baxter & Woodman Work Order 22-010 Amendment No. 1 for an increase of \$25,500 for a new total cost of \$139,600.

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

Contractor: R & B Group, Inc.

Contract Time / Completion Date: 480 calendar days / November 9, 2024
600 calendar days / March 9, 2023 (generator)

Contract Amount: \$4,326,395.00

The pre-construction conference was held on July 17, 2023. The contractor is underway with submittals. We present a revised Work Order No. 23-004 with a reduced scope at the request of City Staff.

For action: Consideration and possible action to authorize Work Order 23-004 for construction management services for Water Plant No. 3 Phase II for a cost of \$88,154.

C. FM 1488 Force Main Construction and Water Line Relocation

D. L. Glover, Inc. has completed addressing the deficiency list items. We are underway with reviewing Pay Estimate No. 12 and Final. We anticipate presenting the Certificate of Completion and the Certificate of Acceptance at the September council meeting.

D. 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. Allco has provided a proposal for the repairs and coating. The proposal has been forwarded to City Staff. Work will take 45-75 days, weather permitting.

Baxter & Woodman, Inc. put together a level of service to complete the construction management portion of this project based on reports from a different engineer, without any plans or contract documents. It was reported that the contract was close to substantially complete. During our construction management, we've processed 10 pay estimates, 4 change orders, and added 200 additional days to the contract, which indicates the amount of work that actually remained on the project. Additionally, we worked with the contractor to add the Nichols Sawmill Sewer Interceptor Replacement Phases I and II manhole sealing to the project to reduce flows at the wastewater treatment plant during heavy rains.

For action: Consideration and possible action to authorize Baxter & Woodman Work Order 22-006 Amendment No. 2 for an increase of \$36,847 for a new total cost of \$77,347.

4. FUTURE CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS

A. Future Water Plant Sites

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

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

B. Future Wastewater Treatment Plant

There is no additional information this reporting period.

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

The application was for a \$10,350,000 loan. TWDB has indicated they will only forgive up to \$1,000,000 of the loan. It is anticipated the transaction will close in November. City Staff is coordinating with TWDB for further explanation as why only \$1,000,000 will be forgiven, when 70% forgiveness was advertised.

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

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

We are finalizing the Treatment Unit No. 1 evaluation report. It will be provided to City Staff for review this month.

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 have distributed the EPP as required, and this item will be removed from the next engineering report.

B. Sanitary Sewer Overflow (SSO) Initiative

SSO Initiative Plan

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

7. PLANNING PROJECTS

A. Master Thoroughfare Plan

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

B. City Limits, ETJ, and Zoning Map

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

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

C. Unified Development Code (UDC)

The Unified Development Code taskforce was sent the zoning map for review April 3, 2023, since this map is part of the process to update the Unified Development Code. The taskforce meetings are anticipated for completion by the end of July, as Chapters 10-14 are proposed for review at the final meeting. The final markups of Chapters 1- 9 have been reviewed and shared with the taskforce and City Engineer via a OneDrive link. Once the taskforce and City Engineer finalize their comments in August, the report and zoning map are anticipated for a workshop this fall with the Planning and Zoning Commission and City Council meeting. If the zoning map and code are approved, they are effective immediately and will need to be incorporated into the City's online software by Staff. The draft report is 95% complete and will be provided to City Staff for review the first week of August.

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.

C. Water Infrastructure Finance and Innovation Act (WIFIA)

WIFIA funding is administered through the EPA. It accelerates national and regional water and wastewater infrastructure through long-term, low-cost supplemental loans for credit assistance.

D. Water Plants

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.

9. DEVELOPMENT AND PLAN REVIEWS

A. Connection Allocation

City Staff is notifying developers when connections become available again. This item will be removed from the next engineering report.

B. Current and Proposed Development

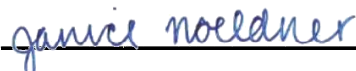
Attached is a spreadsheet of the status of plan reviews completed and in progress.

C. Development Acceptance

The development acceptance tracking spreadsheet is attached. We are underway with a road log.

10. GENERAL ITEMS

- There have been significant additions to the GIS system this reporting period:
 - Mill Creek: Storm sewer has been added, completing the current Mill Creek utilities.
 - Escondido: Water valves, fire hydrants, sanitary sewer, and storm sewer has been added, completing the current Escondido utilities.
 - Glen Oaks and Grand Oaks: Water, sanitary, and drainage have been added, completing the Grand Oaks MUD utilities.
 - Audubon: We have received plans for Audubon Creekside North Sections 1 and 4 and Audubon Creekside South Sections 1 and 4.
 - Timber Hollow: Water and sanitary have been added.
 - City Limits: City limits and ETJ have been updated.
 - The linework and appurtenances for the majority of the utilities are in. We are underway with adding attributes for all this work (installation year, pipe size, pipe material, etc.)



for **Michael A. Kurzy, P.E.**
Executive Vice President
Baxter & Woodman, Inc.
TBPELS Registration No. F-21783
Attachments

**CITY OF MAGNOLIA
KELLY ROAD WATER PLANT GST AND HPT ADDITION
WORK ORDER 23-005**

Engineer's Project No. 2325624.60

Project Description:


This project consists of the construction of a 189,000-gallon glass-lined ground storage tank, 15,000-gallon hydropneumatic tank, fencing, detention pond and drainage system, electrical, and instrumentation.

Engineering Services:

Baxter & Woodman, Inc., will provide Construction Management and Field Observation for and during the construction of the Kelly Road Water Plant GST and HPT Addition. A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Master Engineering Services Agreement dated September 14, 2021. The Owner shall pay Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed during the Construction Contract Duration of 270 calendar days plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$65,418.00.

<p>Submitted by: Baxter & Woodman Inc.</p> <p>By: </p> <p>Title: <u>Executive Vice President</u></p> <p>Date: <u>August 1, 2023</u></p>	<p>Approved by: City of Magnolia</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Additional Comments and Conditions: All costs for Construction Management and Field Observation after the expiration of the construction contract period shall be addressed in accordance with Section 00800 3.04B. and 3.12D

**City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005**

ATTACHMENT A

Project Description

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

Scope of Services

A Construction Contract Duration of 270 calendar days was utilized in budgeting the following scope of services that details the anticipated tasks necessary to successfully complete this Project:

1. Construction Administration
 - a. Review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 40 submittals total, (includes submittals and re-submittals, if required) by ENGINEER and shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the Contract Documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
 - b. Prepare contract change orders and or work directives when authorized by the OWNER during the 9-month construction contract period.
 - c. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor during the 9-month construction contract period.
 - d. Construction Manager or other office staff up to five (5) site visits as needed during the 9-month construction contract period.
2. Field Observation – Part Time
 - a. ENGINEER will provide a Field Project Representative (FPR) at the construction site during the 270-day construction contract period on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hours per month, not including legal holidays as deemed necessary by the OWNER. Part-Time Field Observation provides that the FPR will make intermittent site visits to observe and report on the progress of Contractor's executed Work during the 270-day construction contract period. Part-Time Field Observation does not guarantee the ENGINEER will observe or comment on work completed by the contractor at times the FPR is not present on site. Such visits and observations by the FPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement.
 - b. Through standard reasonable means, ENGINEER will become generally familiar with observable

City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005

completed work during the 270-day construction contract period. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. ENGINEER shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. ENGINEER shall not be responsible for the acts of omissions of any contractor, subcontractor, supplier, manufacturer or any of their agents, employees or any person (except ENGINEER's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by the ENGINEER.

- c. Keep a daily record of the Contractor's work on those days that the FPR is at the construction site with notations on the Contractor's progress during the 270-day construction contract period.
3. Critical Phase Coatings and Sealant Inspection
 - a. Provide, an on-site NACE Certified representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers with consent by OWNER, to assist the Contractor with interpretation of the Specifications, inspect, verify, and document in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - b. NACE Certified representative will inspect all surface preparations and coating applications per the National Association of Corrosion Engineers (NACE) standards.
 4. Substantial Completion of Project - Provide construction observation services when notified by the OWNER that the Project is substantially complete.
 5. Completion of Project
 - a. Provide construction observation services when notified by OWNER that the Project is complete. Prepare written punch lists during final completion review and monitor and verify any required deficiencies correction.
 6. ENGINEER reviewed Construction Contract Documents and consulted with OWNER in preparing this Scope of Services and associated fee. ENGINEER does not guarantee the Contractor will reach Contract Completion in the Contract time duration identified in the Construction Contract Proposal nor does ENGINEER control Contractor's Schedule to complete the Contract Work.

**City of Magnolia
Kelly Rd Water Plant GST and HPT Addition
Construction Management & Field Observation Services
Work Order 23-005**

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

Construction Management and Observation beyond the Original Contract Completion Date

Attend construction progress meetings as determined by City Engineer

Cast In Place Concrete Formwork and Rebar – Inspection

Concrete Placement - Inspection

Verification of any Laboratory Testing Coordination

Hydraulic Testing

Hydrostatic Testing

Leakage Testing

Drainage Channel and Basins Inspection and Approval of foundation soil

Performance Testing – Starting of Systems Electrical Troubleshooting

Coordination with CenterPoint

3D GIS

Drone Captured Video Recording and Imagery

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

July 19, 2023

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

***Subject: Pay Estimate No. 5
Water Well No. 8***

Dear Mr. Robertson:

Baxter & Woodman is presenting **Pay Estimate No. 5** in the amount of **\$214,981.20** for the above referenced project for your review. This amount represents partial payment for furnishing test pump equipment and installation of underground electrical duct banks and pull boxes. The work completed to date appears to have been performed in general conformance with the plans and specifications. Payment to the contractor is recommended at this time. A ten percent (10%) retainage has been withheld in accordance with the contract requirements.

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

Sincerely,



Patricia Gunter
Director of Construction Services

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

xc: Mr. Michael A. Kurzy, PE – Baxter & Woodman, Inc.
Mr. Don Doering – City of Magnolia
Ms. Daniela Moderow, PE – Baxter & Woodman, Inc.
Ms. Vanessa Vasquez, PE – Baxter & Woodman, Inc.
Mr. Daniel Ramos, PE – Baxter & Woodman, Inc.
Mr. Keith Bohack – Baxter & Woodman, Inc.
Mr. Brian Helms – Baxter & Woodman, Inc.

City of Magnolia
Water Well No. 8
B&W Project No. 220875.60

Item No.	Qty	Unit	Description	Weisinger Incorporated		Pay Estimate No.5		Total				
				Unit Cost	Total Price	Period Quantity	This Estimate	Quantity to Date	Total To Date	Retainage To Date	Total Due to Date	Percent Completed
Base Bid												
1.	1	LS	Move in and set up, including bonds, insurance, permits and demobilization, complete as specified for	\$188,375.00	\$188,375.00		\$0.00	0.62	\$117,375.00	\$11,737.50	\$105,637.50	62%
2.	1	LS	Provide, install, and maintain SWPPP items throughout duration of construction contract, and removal upon completion, complete as specified and shown on plans for	\$5,060.00	\$5,060.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
3.	1	LS	Removal and legal off-site disposal of existing gravel driveway to a depth deemed necessary by CONTRACTOR for the preparation of the new permeable paver driveway, complete as specified for	\$2,760.00	\$2,760.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
4.	1	LS	Removal and legal off-site disposal of fence (approximately 110 Linear Feet), complete as specified and shown on plans for	\$1,900.00	\$1,900.00		\$0.00	1.00	\$1,900.00	\$190.00	\$1,710.00	100%
5.	1	LS	Provide and install temporary fence to secure water plant facilities for the duration of the project, complete as specified and shown on plans for	\$1,150.00	\$1,150.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
6.	875	SY	Provide and install permeable pavers driveway including excavation, offsite disposal, concrete apron, prepared subgrade geogrid mesh or geofabric, and backfill, grading, sub-base material, top fill material, complete as specified and shown on plans for	\$172.00	\$150,500.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
7.	0.3	AC	Cleaning and grubbing, including legal off-site disposal, complete as specified and shown on plans for	\$48,000.00	\$13,800.00		\$0.00	0.40	\$18,400.00	\$1,840.00	\$16,560.00	133%
8. Water Well												
8.A.	1	LS	Drill pilot hole to 2,700 feet with driller's log, collect drill cutting samples, perform sand sieve analysis, perform mechanical drift indicator survey, run geophysical logs, and prepare contractor recommendations, complete as specified for	\$582,500.00	\$582,500.00		\$0.00	1.00	\$582,500.00	\$58,250.00	\$524,250.00	100%
8.B.	2	EA	Complete water sampling operations in pilot hole including development with air lift pumping and submersible pump, water samples and testing, complete as specified for	\$50,000.00	\$100,000.00		\$0.00	2.00	\$100,000.00	\$10,000.00	\$90,000.00	100%
8.C.	1,265	VF	Ream pilot hole to a diameter of 26 inches and to a depth of 1,265 feet, perform Eastman (multi-shot alignment) survey, set 20-inch conductor casing with 26-inch cemented hole to depth of 1,265 feet, perform sizing survey of conductor casing, complete as specified for	\$450.00	\$568,250.00		\$0.00	1282.00	\$576,800.00	\$57,680.00	\$519,210.00	101%
8.D.	110	VF	Underream pilot hole below the conductor casing to a diameter of 26 inches or more and a depth of 1,395 feet, perform a caliper log of the underreamed hole, complete as specified for	\$350.00	\$38,500.00		\$0.00	478.00	\$167,300.00	\$16,730.00	\$150,570.00	435%
8.E.	120	VF	Set 14-inch steel blank production casing, complete in place for	\$250.00	\$30,000.00		\$0.00	387.00	\$96,750.00	\$9,675.00	\$87,075.00	323%
8.F.	90	VF	Set 14-inch pipe-based screen liner (estimated screen interval 1,275 to 1,375 feet), complete in place for	\$430.00	\$38,700.00		\$0.00	191.00	\$82,130.00	\$8,213.00	\$73,917.00	212%
8.G.	1	LS	Install gravel pack, disinfect, and develop the well, complete in place for	\$93,500.00	\$93,500.00		\$0.00	1.00	\$93,500.00	\$9,350.00	\$84,150.00	100%
8.H.	2	EA	Perform well television camera survey, complete as specified for	\$2,500.00	\$5,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.I.	1	LS	Furnish the test pump, motor, and equipment, complete in place for	\$25,000.00	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	\$2,500.00	\$22,500.00	100%
8.J.	1	LS	Perform step tests and 36-hour test, collect, and analyze water samples, complete in place for	\$30,000.00	\$30,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.K.	1	LS	Provide and install concrete foundation for permanent pump, complete in place for	\$7,950.00	\$7,950.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.L.	1	LS	Install 500-gpm permanent line shaft pump set at 500 feet with 100-hp electric motor, motor coating, discharge header, 6-inch column pipe assembly, electric sounder tubing, chemical insertion tubing, accessory equipment, complete in place for	\$135,050.00	\$135,050.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.M.	1	LS	Discharge piping manifold, including 6-inch piping, valves, air and vacuum release, fittings, coating, and appurtenances, installed and tested, complete in place for	\$55,200.00	\$55,200.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.N.	1	LS	Provide and install a 6-inch electromagnetic flow meter, complete as specified for	\$5,200.00	\$5,200.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.O.	1	EA	Provide and install concrete splash box for well's blow off	\$4,150.00	\$4,150.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
8.P.	1	LS	Perform wire-to-water test of pump using G-M Services format and provide written report	\$2,000.00	\$2,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
Site Improvements												
9.	1	LS	Provide and install yard piping, including thrust blocking, plug and clamps, 6-inch x 16-inch TS&V, pipe supports, fittings, valves, appurtenances, and coatings, complete as specified for	\$55,490.00	\$55,490.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
10.	1	LS	Provide and install above ground 6-inch fill line to existing ground storage tank including steel roof penetration, pipe supports, fittings, valves, tank connection, disinfection, bacteriological testing, appurtenances, and coatings, complete as shown on plans and as specified for	\$50,370.00	\$50,370.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
11.	1	LS	Provide and install trench safety system, complete as specified for	\$500.00	\$500.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
12.	1	LS	Provide and install chlorination system in existing chlorine building, including breathing apparatus, chlorine gas cylinders, chemical feeders and piping and air appurtenances for a complete disinfection system, complete as specified and shown on plans	\$34,790.00	\$34,790.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%

**City of Magnolia
Water Well No. 8
B&W Project No. 220875.60**

Item No.	Qty	Unit	Description	Weisinger Incorporated		Pay Estimate No.5		Total				
				Unit Cost	Total Price	Period Quantity	This Estimate	Quantity to Date	Total To Date	Retainage To Date	Total Due to Date	Percent Completed
13.	1	LS	Provide and install 2 8-foot by 8-foot fiberglass buildings, and appurtenances, complete as specified and shown on plans for	\$72,450.00	\$72,450.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
14.	1	LS	Provide and install phosphate system, including dual wall tank with full supply of chemical feeders and piping, controls, and all appurtenances for a complete system, complete as specified and shown on plans for	\$20,580.00	\$20,580.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
15.	1	LS	Relocate existing phosphate equipment from existing phosphate room to proposed fiberglass phosphate building, including reusing injection pump and storage tank, replacing piping and tubing, connections, and all appurtenances for a complete treatment system, complete as specified for	\$750.00	\$750.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
16.	1	LS	Provide and install safety shower and eyewash station, and appurtenances, complete as specified and shown on plans	\$3,280.00	\$3,280.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
17.	1	LS	Provide and conduct disinfection and bacteriological testing of all water line facilities, including all piping, connections, valves, and appurtenances, complete as specified for	\$345.00	\$345.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
18.	1	LS	Provide and conduct disinfection and bacteriological testing of existing 200,000-gallon GST including all piping, connections, valves, and appurtenances, complete as specified for	\$400.00	\$400.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
19.	250	LF	Provide and install 6-foot-tall chain-link fence with 1-foot of 3-strand barbed wire, complete as specified and shown on plans	\$60.00	\$15,000.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
20.	5	EA	Provide and install removable bollards, complete as specified and shown on plans	\$5,200.00	\$26,000.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
21.	1	LS	Site improvements and restoration, including site grading to provide positive drainage, and hydro-mulching, complete as specified for	\$6,800.00	\$6,800.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
22.	1	LS	Electrical System - Provide and install all electrical work including service equipment, lighting, surge protection, conduit and conductors as shown on plans and described in specifications	\$376,200.00	\$376,200.00	0.57	\$213,868.00	0.57	\$213,868.00	\$213,868.00	\$192,481.20	57%
23.	1	LS	Electrical Service Allowance - Allow for electrical service by the local utility provider. Exact amount will be reimbursed to the contractor upon providing an invoice from the service provider	\$30,000.00	\$30,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
24.	1	LS	IPer Section - 13330 "Process Control System for Water System Facilities" - Programming and integration shall include providing Well 8 motor starter, instrumentation, and process control panels, for a complete operational system for	\$121,000.00	\$121,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
BASE BID TOTAL					\$2,899,500.00		\$238,868.00		\$2,075,633.00	\$207,562.30	\$1,868,060.70	72%
Change Order Items												
CO1.1	1	LS	Provide and install three (3) twin 6-inch PVC culverts	\$5,375.00	\$5,375.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CO1.2	0.1	AC	Bid Item No. 7 - Increase proposed quantity from 0.3 acres to 0.4 acres	\$48,000.00	\$4,800.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CO1.3	17	VF	Bid Item No. 8.C. - Increase proposed quantity from 1,265 VF to 1,282 VF	\$450.00	\$7,650.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CO1.4	368	VF	Bid Item No. 8.D. - Increase proposed quantity from 110 VF to 478 VF	\$350.00	\$128,800.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CO1.5	267	VF	Bid Item No. 8.E. - Increase proposed quantity from 120 VF to 387 VF	\$250.00	\$66,750.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CO1.6	101	VF	Bid Item No. 8.F. - Increase proposed quantity from 90 VF to 191 VF	\$430.00	\$43,430.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0%
CHANGE ORDER ITEMS TOTAL					\$256,605.00		\$0.00		\$0.00	\$0.00	\$0.00	0%
CONTRACT TOTAL					\$3,156,105.00		\$238,868.00		\$2,075,633.00	\$207,562.30	\$1,868,060.70	66%

Amount Earned	Amount Due Less Retainage
Pay Estimate No.1 \$117,375.00	Pay Estimate No.1 \$105,637.50
Pay Estimate No.2 \$702,800.00	Pay Estimate No.2 \$632,520.00
Pay Estimate No.3 \$576,900.00	Pay Estimate No.3 \$519,210.00
Pay Estimate No.4 \$439,680.00	Pay Estimate No.4 \$395,712.00
Pay Estimate No.5 \$238,868.00	Pay Estimate No.5 \$214,981.20
Total \$2,075,623.00	\$1,868,060.70

Project: City of Magnolia Well 8
Project Manager: Jordan Miller
Engineer: Baxter & Woodman Company
Job No.: 220875.40
Contractor: Weisinger Incorporated
Owner: City of Magnolia
Application Date: 7/14/2023
Application No.: 5
Period From: 6/15/2023
To: 7/14/2023

CHANGE ORDER SUMMARY

Change orders approved in previous months by Owner		Additions \$	Deletions \$
Subsequent Change Order Number	Approved (date)		
Co1	7/11/2023	\$ 256,605.00	\$ -

Net Change by Change Orders \$256,605.00

Weather Days Requested to Date: None
Weather Days Granted: None
Liquidated Damages Assessed: None

The undersigned Contractor certifies that the work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payment received from the owner and that the current payment shown herein is now due.

Contractor: Weisinger Incorporated



Signed by: _____

Application is made for payment, as shown below, in connection with the attached Contract Certification Sheet(s).

The present status of the account for this contract is as follows:

Original Contract Sum	\$ 2,899,500.00
Net Changes by Change Order	\$ 256,605.00
Contract Sum to Date	\$ 3,156,105.00
Total Completed and Stored to Date	\$ 2,075,623.00
Retainage 10%	\$ 207,562.30
Total less Retainage	\$ 1,868,060.70
Less Previous Certificates for Payment	\$ 1,653,079.50
Current Payment Due	\$ 214,981.20

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above

Recommended by: _____



Baxter & Woodman Company

Approved by: _____

City of Magnolia

Date: 20 July 2023

Date: _____

Job: City of Magnolia Well 8
 Contractor: Weisinger Incorporated
 Owner: City of Magnolia

Date: 7/14/2023
 Pay Request No.: 5

From: 6/15/2023 To: 7/14/2023

Item No.	Description of Work	Unit	Plan Quantity	Unit Price	TOTAL contract Amount	Quantity Prev. Billed	Quantity This Period	Amount Due this Estimate	Total Quantity to Date	Total Due to Date
BASE UNIT PRICE										
1	Move in and set up, including bonds, insurance, permits and demobilization	LS	1	\$ 188,375.00	\$ 188,375.00	0.62309223	0	\$ -	0.62309223	\$ 117,375.00
2	Provide, install, and maintain SWPPP items throughout duration of construction contract, and removal upon completion,	LS	1	\$ 5,060.00	\$ 5,060.00	0	0	\$ -	0.0	\$ -
3	Removal and legal off-site disposal of existing gravel driveway to a depth deemed necessary by CONTRACTOR for the preparation of the new permeable paver driveway,	LS	1	\$ 2,760.00	\$ 2,760.00	0	0	\$ -	0.0	\$ -
4	Removal and legal off-site disposal of fence (approximately 110 Linear Feet),	LS	1	\$ 1,900.00	\$ 1,900.00	1	0	\$ -	1.0	\$ 1,900.00
5	Provide and install temporary fence to secure water plant facilities for the duration of the project,	LS	1	\$ 1,150.00	\$ 1,150.00	0	0	\$ -	0.0	\$ -
6	Provide and install permeable pavers driveway including excavation, offsite disposal, concrete apron, prepared subgrade geogrid mesh or geofabric, and backfill, grading, sub-base material, top fill material,	SY	875	\$ 172.00	\$ 150,500.00	0	0	\$ -	0.0	\$ -
7	Clearing and grubbing, including legal off-site disposal,	AC	0.3	\$ 46,000.00	\$ 13,800.00	0.4	0	\$ -	0.4	\$ 18,400.00
8	Water Well									
8A	Drill pilot hole to 2,700 feet with driller's log, collect drill cutting samples, perform sand sieve analysis, perform mechanical drift indicator survey, run geophysical logs, and prepare contractor recommendations,	LS	1	\$ 582,500.00	\$ 582,500.00	1	0	\$ -	1	\$ 582,500.00
8B	Complete water sampling operations in pilot hole including development with air lift pumping and submersible pump, water samples and testing,	EA	2	\$ 50,000.00	\$ 100,000.00	2	0	\$ -	2	\$ 100,000.00
8C	Ream pilot hole to a diameter of 26 inches and to a depth of 1,265 feet, perform Eastman (multi-shot alignment) survey, set 20-inch conductor casing with 26-inch cemented hole to depth of 1,265 feet, perform sizing survey of conductor casing	VF	1,265	\$ 450.00	\$ 569,250.00	1,282	0	\$ -	1,282.0	\$ 576,900.00
8D	Underream pilot hole below the conductor casing to a diameter of 26 inches or more and a depth of 1,395 feet, perform a caliper log of the underreamed hole	VF	110	\$ 350.00	\$ 38,500.00	478	0	\$ -	478.0	\$ 167,300.00
8E	Set 14-inch steel blank production casing,	VF	120	\$ 250.00	\$ 30,000.00	387	0	\$ -	387.0	\$ 96,750.00
8F	Set 14-inch pipe-based screen liner (estimated screen interval 1,275 to 1,375 feet)	VF	90	\$ 430.00	\$ 38,700.00	191	0	\$ -	191.0	\$ 82,130.00
8G	Install gravel pack, disinfect, and develop the well,	LS	1	\$ 93,500.00	\$ 93,500.00	1	0	\$ -	1.0	\$ 93,500.00
8H	Perform well television camera survey,	EA	2	\$ 2,500.00	\$ 5,000.00	0	0	\$ -	0.0	\$ -
8I	Furnish the test pump, motor, and equipment,	LS	1	\$ 25,000.00	\$ 25,000.00	0	1	\$ 25,000.00	1.0	\$ 25,000.00
8J	Perform step tests and 36-hour test, collect, and analyze water samples,	LS	1	\$ 30,000.00	\$ 30,000.00	0	0	\$ -	0.0	\$ -
8K	Provide and install concrete foundation for permanent pump,	LS	1	\$ 7,950.00	\$ 7,950.00	0	0	\$ -	0.0	\$ -

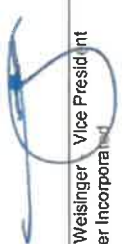
Item No.	Description of Work	Unit	Plan Quantity	Unit Price	TOTAL contract Amount	Quantity Prev. Billed	Quantity This Period	Amount Due this Estimate	Total Quantity to Date	Total Due to Date
8L	Install 500-gpm permanent line shaft pump set at 500 feet with 100-hp electric motor, motor coating, discharge header, 6-inch column pipe assembly, electric sounder tubing, chemical insertion tubing, accessory equipment.	LS	1	\$ 135,050.00	\$ 135,050.00	0	0	\$ -	0.0	\$ -
8M	Discharge piping manifold, including 6-inch piping, valves, air and vacuum release, fittings, coating, and appurtenances, installed and tested.	LS	1	\$ 55,200.00	\$ 55,200.00	0	0	\$ -	0.0	\$ -
8N	Provide and install an 6-inch electromagnetic flow meter.	LS	1	\$ 5,200.00	\$ 5,200.00	0	0	\$ -	0.0	\$ -
8O	Provide and install concrete splash box for wells' blow off	EA	1	\$ 4,150.00	\$ 4,150.00	0	0	\$ -	0.0	\$ -
8P	Perform wire-to-water test of pump using G-M Services format and provide written report.	LS	1	\$ 2,000.00	\$ 2,000.00	0	0	\$ -	0.0	\$ -
9	Site Improvement Provide and install yard piping, including thrust blocking, plug and clamps, 6-inch x 16-inch TS&V, pipe supports, fittings, valves, appurtenances, and coatings	LS	1	\$ 55,490.00	\$ 55,490.00	0	0	\$ -	0.0	\$ -
10	Provide and install above ground 6-inch fill line to existing ground storage tank including steel roof penetration, pipe supports, fittings, valves, tank connection, disinfection, bacteriological testing, appurtenances, and coatings	LS	1	\$ 50,370.00	\$ 50,370.00	0	0	\$ -	0.0	\$ -
11	Provide and install trench safety system.	LS	1	\$ 500.00	\$ 500.00	0	0	\$ -	0.0	\$ -
12	Provide and install chlorination system in existing chlorine building, including breathing apparatus, chlorine gas cylinders, chemical feeders and piping and all appurtenances for a complete disinfection	LS	1	\$ 34,790.00	\$ 34,790.00	0	0	\$ -	0.0	\$ -
13	Provide and install 2 8-foot by 8-foot fiberglass buildings, and appurtenances.	LS	1	\$ 72,450.00	\$ 72,450.00	0	0	\$ -	0.0	\$ -
14	Provide and install phosphatesystem, including dual wall tank with full supply of chemical feeders and piping, controls, and all appurtenances for a completesystem.	LS	1	\$ 20,580.00	\$ 20,580.00	0	0	\$ -	0.0	\$ -
15	Relocate existing phosphate equipment from existing phosphate room to proposed fiberglass phosphate building, including reusing injector pump and storage tank, replacing piping and tubing, connections, and all appurtenances for a complete treatment system.	LS	1	\$ 750.00	\$ 750.00	0	0	\$ -	0.0	\$ -
16	Provide and install safety shower and eyewash station, and appurtenances.	LS	1	\$ 3,280.00	\$ 3,280.00	0	0	\$ -	0.0	\$ -
17	Provide and conduct disinfection and bacteriological testing of all water line facilities, including all piping, connections, valves, and appurtenances	LS	1	\$ 345.00	\$ 345.00	0	0	\$ -	0.0	\$ -
18	Provide and conduct disinfection and bacteriological testing of existing 200,000-gallon GST including all piping, connections, valves, and appurtenances.	LS	1	\$ 400.00	\$ 400.00	0	0	\$ -	0.0	\$ -
19	Provide and install 8-foot-tall chain-link fence with 1-foot of 3-strand barbed wire.	LF	250	\$ 60.00	\$ 15,000.00	0	0	\$ -	0.0	\$ -
20	Provide and install removable bollards.	EA	5	\$ 5,200.00	\$ 26,000.00	0	0	\$ -	0.0	\$ -
21	Site improvements and restoration, including site grading to provide positive drainage, and hydro-mulching.	LS	1	\$ 6,800.00	\$ 6,800.00	0	0	\$ -	0.0	\$ -

Item No.	Description of Work	Unit	Plan Quantity	Unit Price	TOTAL contract Amount	Quantity Prev. Billed	Quantity This Period	Amount Due this Estimate	Total Quantity to Date	Total Due to Date
22	Electrical System — Provide and install all electrical work including service equipment, lighting, surge protection, conduit and conductors as shown on plans and described in specifications	LS	1	\$ 376,200.00	\$ 376,200.00	0	0.56849548	\$ 213,868.00	0.56849548	\$ 213,868.00
23	Electrical Service Allowance — Allow for electrical service by the local utility provider. Exact amount will be reimbursed to the contractor upon providing an invoice from the service provider	LS	1	\$ 30,000.00	\$ 30,000.00	0	0	\$ -	0.0	\$ -
24	Per Section - 13330 "Process Control System for Water System Facilities" - Programming and Integration shall include providing Well 8 motor starter, instrumentation, and process control panels, for a complete operational system	LS	1	\$ 121,000.00	\$ 121,000.00	0	0	\$ -	0.0	\$ -
Supplementary Items										
S1	Drilling, logging, and sampling, of pilot hole, if required, includes all contractor site mobilization and demobilization, all labor, material and equipment costs, all items in Base Bid Item 5.A., and all site restoration work,	LS	0	\$ 697,500.00	\$ -	0	0	\$ -	0.0	\$ -
S2	Pilot hole, as required, more or less than the 2,700-foot Base depth for the water well.	VF	0	\$ 75.00	\$ -	0	0	\$ -	0.0	\$ -
S3	Perform Spectralog, as directed by Engineer.	LS	0	\$ 2,000.00	\$ -	0	0	\$ -	0.0	\$ -
S4	20-foot length of complete 8-inch column assembly, electric sounder tubing, and chemical insertion tubing complete in place, as required, more or less than the base length for the pump of 600 feet,	EA	0	\$ 2,200.00	\$ -	0	0	\$ -	0.0	\$ -
S5	Substitute 24-inch conductor casing with 30-inch cemented hole for 20-inch conductor casing with 26-inch cemented hole,	VF	0	\$ 75.00	\$ -	0	0	\$ -	0.0	\$ -
S6	Substitute 18-inch blank production casing for 14-inch blank production casing,	VF	0	\$ 60.00	\$ -	0	0	\$ -	0.0	\$ -
S7	Substitute 50-hp electric motor for the 100-hp electric motor in Base Bid Item 8.L.,	LS	0	\$ (2,000.00)	\$ -	0	0	\$ -	0.0	\$ -
S8	Substitute 150-hp electric motor for the 100-hp electric motor in Base Bid Item 8.L.,	LS	0	\$ 8,000.00	\$ -	0	0	\$ -	0.0	\$ -
S9	Additional complete pilot hole water sampling operation and analyses by Contractor, if another water sampling operation is performed in addition to Base Bid Item 8.B.,	EA	0	\$ 50,000.00	\$ -	0	0	\$ -	0.0	\$ -
S10	Cement plug for pilot hole,	LS	0	\$ 10,000.00	\$ -	0	0	\$ -	0.0	\$ -
S11	One hour of well testing time, more or less than the Base Bid amount of 36 hours for step tests and continuous pumping test,	HR	0	\$ 650.00	\$ -	0	0	\$ -	0.0	\$ -
S12	One hour of water-level recovery time, more or less than the Base Bid amount of 36 hours,	HR	0	\$ 600.00	\$ -	0	0	\$ -	0.0	\$ -
S13	If directed by Engineer, install 24-feet high sound barrier with acoustical blanket with a minimum STC of 25, and remove at the end of drilling operations,	LF	0	\$ 150.00	\$ -	0	0	\$ -	0.0	\$ -
S14	If directed by Engineer, install 24-feet high plywood sound barrier, and remove at the end of drilling operations,	LF	0	\$ 150.00	\$ -	0	0	\$ -	0.0	\$ -
S15	Mobilization and demobilization of equipment for strata testing,	LS	0	\$ 30,000.00	\$ -	0	0	\$ -	0.0	\$ -
S16	Perform sampling operation in one screen section for strata testing,	EA	0	\$ 40,000.00	\$ -	0	0	\$ -	0.0	\$ -

Item No.	Description of Work	Unit	Plan Quantity	Unit Price	TOTAL contract Amount	Quantity		Amount Due this Estimate	Total Quantity to Date	Total Due to Date
						Prev. Billed	This Period			
S17	Perform laboratory testing on strata sample,	EA	0	\$ 10,000.00	\$	0	0	\$	0.0	\$
S18	One hour of well pumping for strata testing, more or less than the 6 hours included for taking samples for strata testing.	HR	0	\$ 650.00	\$	0	0	\$	0.0	\$
Change Order No. 1										
1.A	Installation of 3 twin 6" PVC Culvert w/ all necessary appurtenance	LS	1	\$ 5,375.00	\$ 5,375.00	0	0	\$	0.0	\$
1.B	Bid item 7 - Increase for additional clearing	AC	0.1	\$ 46,000.00	\$ 4,600.00	0	0	\$	0.0	\$
1.C	Bid item 8C - Increase for additional clearing of pilot hole w/ 26"	VF	17	\$ 450.00	\$ 7,650.00	0	0	\$	0.0	\$
1.D	Bid item 8D - Increase for additional underreaming	VF	368	\$ 350.00	\$ 128,800.00	0	0	\$	0.0	\$
1.E	Bid item 8E - Increase for additional 14" blank casing	VF	267	\$ 250.00	\$ 66,750.00	0	0	\$	0.0	\$
1.F	Bid item 8F - Increase for additional 14" screen	VF	101	\$ 430.00	\$ 43,430.00	0	0	\$	0.0	\$

Contract Total **\$3,156,105.00**

	Subtotal this estimate \$	238,868.00
	Less 10% \$	23,886.80
	Subtotal \$	214,981.20
	Plus reduced retainage \$	-
	Total amount Due \$	214,981.20
	Subtotal work to date \$	2,075,623.00
	Less 10% retainage \$	207,562.30
	Subtotal \$	1,868,060.70
	Less Previous Payments \$	1,653,079.50
	Total Amount Due \$	214,981.20


 Michael Weisinger, Vice President
 Weisinger Incorporated

City of Magnolia Well 8
Schedule of Value

Task Description	Value	In Place	This Request
Bid Item No. 1 - Mobilization			
Bonds, Insurance, Permits	\$ 35,375.00	\$ 35,375.00	\$ -
Install conductor casing and site preparation	\$ 11,000.00	\$ 11,000.00	\$ -
Mobilization	\$ 71,000.00	\$ 71,000.00	\$ -
Demobilization	\$ 71,000.00		
Total: Bid Item No. 1	\$ 188,375.00	\$ 117,375.00	\$ -
Bid Item No. 8A - Water Well- Pilot Hole			
Drill pilot hole to 2,700'	\$ 530,500.00	\$ 530,500.00	\$ -
Perform mechanical drift indicator survey,	\$ 15,000.00	\$ 15,000.00	\$ -
Collect drill cutting samples & perform sand sieve analysis	\$ 4,000.00	\$ 4,000.00	\$ -
Geophysical logging	\$ 33,000.00	\$ 33,000.00	\$ -
Total: Bid Item No. 8A	\$ 582,500.00	\$ 582,500.00	\$ -
Bid Item No. 8C - Water Well Construction			
Ream pilot hole to 26" to a depth of 1265'	\$ 339,075.00	\$ 339,075.00	\$ -
Install and cement 20" casing	\$ 227,825.00	\$ 227,825.00	\$ -
Perform alignment survey	\$ 10,000.00	\$ 10,000.00	\$ -
Total: Bid Item No. 8C	\$ 576,900.00	\$ 576,900.00	\$ -
Bid Item No. 8D - Water Well Construction			
Underream pilot hole	\$ 28,500.00	\$ 28,500.00	\$ -
Perform caliper survey	\$ 10,000.00	\$ 10,000.00	\$ -
Total: Bid Item No. 8D	\$ 38,500.00	\$ 38,500.00	\$ -
Bid Item No. 8J - Water Well Testing			
Perform step test	\$ 10,000.00		
Perform 36 hour test	\$ 15,000.00		
Water quality analysis and bac-1 samples	\$ 5,000.00		
Total: Bid Item No. 8J	\$ 30,000.00	\$ -	\$ -
Bid Item No. 8L - Water Well Pumping Equipment			
Install 500 GPM pump @ 500' with all appurtenances	\$ 81,030.00		
Install 100 HP motor	\$ 54,020.00		
Total: Bid Item No. 8L	\$ 135,050.00	\$ -	\$ -
Bid Item No. 8M - Well Piping			
Discharge well piping, fitting & appurtenances	\$ 37,650.00		
Pipe supports & Testing	\$ 7,400.00		
Coating	\$ 10,150.00		
Total: Bid Item No. 8M	\$ 55,200.00	\$ -	\$ -
Bid Item No. 8P - Well Pumping Equipment			
Perform wire to water test of pump using G-M Services format	\$ 1,750.00		
Provide written report	\$ 250.00		
Total: Bid Item No. 8P	\$ 2,000.00	\$ -	\$ -
Bid Item No. 9			
Provide and Install Yard piping	\$ 43,319.00		
6" x 16" TS&V with all appurtenances & coating	\$ 12,171.00		
Total: Bid Item No. 9	\$ 55,490.00	\$ -	\$ -
Bid Item No. 10 - Site Improvement			
Above ground piping with all appurtenances	\$ 13,990.00		
Roof and Tank piping tie-in	\$ 19,190.00		
Disinfection, Bact, & Coating	\$ 17,190.00		
Total: Bid Item No. 10	\$ 50,370.00	\$ -	\$ -
Bid Item No. 22 - Electrical System			
Underground duct banks	\$ 235,260.00	\$ 188,208.00	\$ 188,208.00
UG Electrical pull boxes	\$ 25,660.00	\$ 25,660.00	\$ 25,660.00
Electrical gear/equipment	\$ 50,860.00		
Scada/VFD/Control Panels	\$ 28,860.00		
Instruments	\$ 6,000.00		
Above grade electrical work	\$ 22,860.00		
Wire & Cable installation	\$ 6,200.00		
Testing and Checkout	\$ 500.00		
Total: Bid Item No. 22	\$ 376,200.00	\$ 213,868.00	\$ 213,868.00

Affidavit of Bills Paid

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority on this day personally appeared **Michael Weisinger** of **Weisinger Incorporated** party to that Contract entered into between **City of Magnolia** and **Weisinger Incorporated** for the construction and completion of certain improvements and/or additions upon the following described premises, to wit:

City of Magnolia Well 8

Said party being me duly sworn upon oath that the said improvements as represented in **Application for Payment No. 5** have been constructed and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said contract and that there are no outstanding claims for labor performed or materials furnished upon said job as represented in **Application for Payment No. 5**.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a partial payment under said Contract is being made, and in consideration of the disbursement of funds by the **City of Magnolia** deponent expressly waives and releases all liens, claims, and rights to assert a lien on said premises and agrees to indemnify and hold the **City of Magnolia** safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees arising out of or in any way relating to claims for unpaid labor or materials used or associated with construction of improvements as represented in **Application for Payment No. 5** on the above described premises.

Weisinger Incorporated

By: 
Michael Weisinger

Subscribed and sworn before me, the undersigned, on this 14th day of July, 2023.




Notary Public
State of Texas


WAIVER OF LIEN RIGHTS-CONTRACTOR

FROM: Weisinger Incorporated
TO: City of Magnolia
Project: Job No. 220875.60

1. The undersigned does hereby waive, release and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work rent supplies, or supplies, hereto before furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states the **"Pay Request 5"** attached hereto, as it relates to construction cost payable pursuant to its construction contract with **City of Magnolia Well 8** is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this waiver. All due and payable bills with respect to the work performed by contractor have been paid to date or are included in the amount requested in the attached **"Pay Request 5"** and there is no known basis for filing of any mechanics' or materialmen's liens against the land or improvements of the owner, and waivers from all contractors and materialmen of contractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. The Waiver of Lien Rights
 - a. is given to secure payment for the work under contractor's construction contract on the amount of \$ 214,981.20 as indicated in the attached **"Pay Request 5"**;
 - b. will be fully effective upon receipt of said payment in full
4. In further consideration of payment as above set forth, and to induce the owner to make said payment, the undersigned agrees to defend and hold harmless the **City of Magnolia Well 8** owner's lender, and/or principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, agents, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specifies in Section 3(a) above, contractor will have been fully paid for all sums due from owner for any materials furnished or work performed by contractor or by any person or entity claiming by, through, or under contractor.
6. It is acknowledged that the designation of the above project constitutes an adequate description of the above project constitutes an adequate description of the property and improvements for the purposes of the instrument.

Dated this 14th Day of July, 2023.


Weisinger Incorporated


 Michael Weisinger
 Vice President
 P. O. Box 909
 Willis, Texas 77378

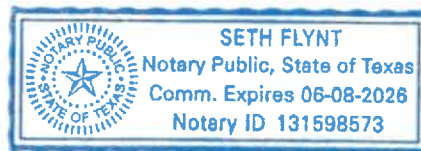
STATE OF TEXAS
COUNTY OF MONTGOMERY

The foregoing Partial Waiver of Lien Rights was subscribed and sworn to me this **14th Day of July, 2023** by Michael Weisinger, as Vice President of Weisinger Incorporated
WITNESS MY HAND AND OFFICIAL SEAL

Notary Public
My Commission expires:



 6/8/2026



July 19, 2023

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

***Subject: Pay Estimate No. 7
Water Plant No. 3 – Phase I***

Dear Mr. Robertson:

Baxter & Woodman is presenting **Pay Estimate No. 7** in the amount of **\$244,514.66** for the above referenced project for your review. This amount represents partial payment for installation of water well discharge piping, 8-foot by 8-foot fiberglass building, 8-foot by 10-foot fiberglass building concrete foundation, underground duct bank, furnishing and setting hydropneumatic tank, yard piping disinfection equipment, and work per Change Order No. 2 and 3. The work completed to date appears to have been performed in general conformance with the plans and specifications. Payment to the contractor is recommended at this time. A ten percent (10%) retainage has been withheld in accordance with the contract requirements.

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

Sincerely,



Patricia Gunter
Director of Construction Services

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

xc: Mr. Michael A. Kurzy, PE – Baxter & Woodman, Inc.
Mr. Don Doering – City of Magnolia
Ms. Janice C. Noeldner, PE – Baxter & Woodman, Inc.
Mr. Daniel Ramos, PE – Baxter & Woodman, Inc.
Mr. Keith Bohack – Baxter & Woodman, Inc.
Mr. Kyle Helvey – Baxter & Woodman, Inc.

**City of Magnolia
Water Plant No. 3 - Phase I
B&W Project No. 211009.61**

Item No.	Qty	Unit	Description	R&B Group, Inc.		Pay Estimate No.7		Total			Percent Completed
				Unit Cost	Total Price	Period Quantity	This Estimate	Total To Date	Retainage To Date	Total Due to Date	
Base Bid											
1.	1	LS	Move in and set up, including bonds, insurance, permits and demobilization, complete as specified for provide, install, and maintain SWPPP items throughout duration of construction contract, complete as specified and shown on plans for.	\$100,000.00	\$100,000.00		\$0.00	\$85,000.00	\$8,500.00	\$76,500.00	85%
2.	1	LS	Provide and install crushed stone all-weather access road including subgrade, complete as specified and shown on plans for.	\$10,000.00	\$10,000.00		\$0.00	\$8,000.00	\$800.00	\$7,200.00	80%
3.	460	SY	Provide and install crushed stone driveway including subgrade, complete as specified and as shown on plans, for	\$50.00	\$23,000.00		\$0.00	\$23,000.00	\$2,300.00	\$20,700.00	100%
4.	500	SY	Provide and install crushed stone driveway including subgrade, complete as specified and as shown on plans, for	\$50.00	\$25,000.00		\$0.00	\$50,000.00	\$5,000.00	\$45,000.00	200%
5. Water Well											
5.A	1	LS	Drill pilot hole to 1,700 feet with driller's log, collect drill cutting samples, perform sand sieve analysis, perform mechanical drift indicator survey, run geophysical logs, and prepare contractor recommendations, complete as specified for	\$720,000.00	\$720,000.00		\$0.00	\$720,000.00	\$72,000.00	\$648,000.00	100%
5.B	2	EA	Complete water sampling operations in pilot hole including development with air lift pumping and submersible pump, water samples and testing, complete as specified for	\$40,000.00	\$80,000.00		\$0.00	\$80,000.00	\$8,000.00	\$72,000.00	100%
5.C	1,090	VF	Ream pilot hole to a diameter of 26 inches and to a depth of 1,090 feet, perform Eastman (multi-shot alignment) survey, set 20-inch conductor casing with 26-inch cemented hole to depth of 1,090 feet, perform sizing survey of conductor casing, complete as specified for	\$4450.00	\$490,500.00		\$0.00	\$558,900.00	\$55,890.00	\$503,010.00	114%
5.D	310	VF	Underream pilot hole below the conductor casing to a diameter of 26 inches or more and a depth of 1,400 feet, perform a caliber log of the underreamed hole, complete as specified for	\$350.00	\$108,500.00		\$0.00	\$106,750.00	\$10,675.00	\$96,075.00	98%
5.E	260	VF	Set 14-inch steel blank production casing, complete in place for	\$250.00	\$65,000.00		\$0.00	\$60,000.00	\$6,000.00	\$54,000.00	92%
5.F	150	VF	Set 14-inch pipe-based screen liner (estimated screen interval 1,100-1,400 feet), complete in place for	\$430.00	\$64,500.00		\$0.00	\$70,950.00	\$7,095.00	\$63,855.00	110%
5.G	1	LS	Install gravel pack, disinfect, and develop the well, complete in place for	\$120,000.00	\$120,000.00		\$0.00	\$120,000.00	\$12,000.00	\$108,000.00	100%
5.H	2	EA	Perform well television camera survey, complete as specified for	\$2,500.00	\$5,000.00		\$0.00	\$2,500.00	\$250.00	\$2,250.00	50%
5.I	1	LS	Furnish the test pump, motor, and equipment, complete in place for	\$25,000.00	\$25,000.00		\$0.00	\$25,000.00	\$2,500.00	\$22,500.00	100%
5.J	1	LS	Perform step tests and 36-hour test, collect, and analyze water samples, complete in place for	\$30,000.00	\$30,000.00		\$0.00	\$30,000.00	\$3,000.00	\$27,000.00	100%
5.K	1	LS	Provide and install concrete foundation for permanent pump, complete in place for	\$10,000.00	\$10,000.00		\$0.00	\$10,000.00	\$1,000.00	\$9,000.00	100%
5.L	1	LS	Install 1,000-ppm permanent line shaft pump and motor set at 600 feet with 250-hp electric motor, discharge header, 10-inch column pipe assembly, electric sounder tubing, chemical insertion tubing, accessory equipment, complete in place for	\$320,000.00	\$320,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
5.M	1	LS	Discharge piping manifold, including 10-inch piping, valves, air and vacuum release, fittings, and appurtenances, installed and tested, complete in place for	\$50,000.00	\$50,000.00	0.10	\$5,000.00	\$50,000.00	\$5,000.00	\$45,000.00	100%
5.N	1	LS	Provide and install an 8-inch electromagnetic flow meter with two 10-inch by 8-inch concentric reducers, complete as specified for	\$9,000.00	\$9,000.00		\$0.00	\$9,000.00	\$900.00	\$8,100.00	100%
5.O	1	LS	Provide and install concrete splash box for well blowoff, complete in place for	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	\$500.00	\$4,500.00	100%
5.P	1	LS	Perform wire-to-water test of pump using G-M Services format and provide written report, complete as specified for	\$2,000.00	\$2,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
Offsite Distribution Improvements											
6.	4	EA	16-inch wet connection, complete as specified for	\$6,400.00	\$25,600.00		\$0.00	\$25,600.00	\$2,560.00	\$23,040.00	100%
7.	1	EA	Provide and install 12-inch plug and clamp, complete as specified for	\$750.00	\$750.00		\$0.00	\$750.00	\$75.00	\$675.00	100%
8.	20	LF	Provide and install 12-inch C-900 DR 18 PVC water line by open cut, including excavation, offsite disposal, bedding, backfill and appurtenances, complete as specified for	\$1935.00	\$2,700.00		\$0.00	\$2,700.00	\$270.00	\$2,430.00	100%
9.	80	LF	Provide and install 12-inch C-900 DR 18 PVC water line by open cut, with centralizers inside a 20-inch steel casing, including trench excavation, offsite disposal, bedding, backfill and appurtenances, complete as specified for	\$400.00	\$32,000.00		\$0.00	\$32,000.00	\$3,200.00	\$28,800.00	100%
10.	2	EA	Provide and install 16-inch gate valve with box, complete as specified for	\$10,000.00	\$20,000.00		\$0.00	\$20,000.00	\$2,000.00	\$18,000.00	100%
11.	2	EA	Provide and install 12-inch gate valve with box, complete as specified for	\$6,500.00	\$13,000.00		\$0.00	\$13,000.00	\$1,300.00	\$11,700.00	100%
12.	100	LF	Provide and install trench safety system, complete as specified for	\$1.00	\$100.00		\$0.00	\$100.00	\$10.00	\$90.00	100%
Site Improvements											
13.	1	LS	Provide and install yard piping, including thrust blocking, pipe supports, fittings, valves, appurtenances, coatings, and disinfection, complete as specified for	\$150,000.00	\$150,000.00	0.001	\$200.00	\$118,600.00	\$11,860.00	\$106,740.00	79%
14.	1	LS	Provide and install trench safety system, complete as specified for	\$100.00	\$100.00		\$0.00	\$100.00	\$10.00	\$90.00	100%

City of Magnolia
Water Plant No. 3 - Phase I
B&W Project No. 211009.61

Item No.	Qty	Unit	Description	R&B Group, Inc.		Pay Estimate No.7		Total			
				Unit Cost	Total Price	Period Quantity	This Estimate	Total To Date	Retainage To Date	Total Due to Date	Percent Completed
15.	1	LS	Provide and install 10,000-gallon hydropneumatic tank, including all appurtenances, saddle type concrete foundations and coating (to be shop coated), with tank disinfection and bacteriological testing, complete as specified and shown on plans for	\$90,000.00	\$90,000.00	0.70	\$63,000.00	\$88,000.00	\$8,800.00	\$79,200.00	98%
16.	1	LS	Provide and install air compressor with all appurtenances, including motor and 60-gallon tank complete as specified and shown on plans for	\$4,000.00	\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
17.	1	LS	Provide and install chlorination system, including sodium hypochlorite dual wall tank, supply of chemical, feeders and piping, controls, and all appurtenances for a complete disinfection system, complete as specified and shown on plans for	\$25,000.00	\$25,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
18.	1	LS	Provide and install phosphate system, including dual wall tank with full supply of chemical, feeders and piping, controls, and all appurtenances for a complete system, complete as specified and shown on plans for	\$22,000.00	\$22,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
19.	1	EA	Provide and install 8-foot by 8-foot fiberglass building, and appurtenances, complete as specified and shown on plans for	\$50,000.00	\$50,000.00	1.00	\$50,000.00	\$50,000.00	\$5,000.00	\$45,000.00	100%
20.	1	EA	Provide and install 10-foot by 8-foot fiberglass building, and appurtenances, complete as specified and shown on plans for	\$60,000.00	\$60,000.00	0.42	\$25,000.00	\$25,000.00	\$2,500.00	\$22,500.00	42%
21.	1	LS	Provide and install safety shower and eyewash station, and appurtenances, complete as specified and shown on plans for	\$2,000.00	\$2,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
22.	1	LS	Provide and conduct disinfection and bacteriological testing of all water line facilities including all piping, connections, valves, and appurtenances, complete as specified for	\$6,000.00	\$6,000.00	0.50	\$3,000.00	\$3,000.00	\$300.00	\$2,700.00	50%
23.	1,145	LF	Provide and install 6-foot-tall chain-link fence with 1-foot of 3-strand barbed wire including 20-foot-wide double gate, and appurtenances, complete as specified and shown on plans for	\$30.00	\$34,350.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
24.	2	EA	Provide and install removable bollards, complete as specified and shown on plans for	\$500.00	\$1,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
25.	1	LS	Site improvements and restoration, including site grading to provide positive drainage, and hydro-mulching, complete as specified for	\$30,000.00	\$30,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
26.	1	LS	Electrical System - Provide and install all electrical work including service equipment, variable frequency drives, motor, starter, instrumentation, process control panels, lighting panel and transformer, lighting, surge protection, conduit and conductors as shown on plans and described in specifications, complete as specified for	\$400,000.00	\$400,000.00	0.05	\$18,000.00	\$101,000.00	\$10,100.00	\$90,900.00	25%
27.	1	LS	Electrical Service Allowance - Allow for electrical service by the local utility provider. Exact amount will be reimbursed to the contractor upon providing an invoice from the service provider	\$30,000.00	\$30,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
28.	1	LS	Allowance for System Programming per Section 13320 - "Process Control for Water Treatment Plant", completed by Concentric Integration, for a complete operational system, for	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%
				\$3,281,100.00	\$3,281,100.00		\$161,200.00	\$2,493,950.00	\$249,395.00	\$2,244,555.00	76%
Change Order Items											
CO1.1	1	LS	Install two (2) TS&V connections on existing 16" WL in lieu of the proposed wet connections	\$15,598.04	\$15,598.04		\$0.00	\$15,598.04	\$1,559.80	\$14,038.24	100%
CO2.1	1	LS	Temporary water well feed system and controls	\$167,310.81	\$167,310.81	0.04	\$6,150.42	\$127,500.40	\$12,750.04	\$114,750.36	76%
CO3.1	1	LS	Provide and install modified VFD for larmer well motor	\$115,925.04	\$115,925.04	0.90	\$104,332.54	\$104,332.54	\$10,433.25	\$93,899.28	90%
CO3.2	1	LS	Modify conduit box on well motor per Submittal 52.1	\$4,535.69	\$4,535.69		\$0.00	\$0.00	\$0.00	\$0.00	0%
CHANGE ORDER ITEMS TOTAL				\$303,369.58	\$303,369.58		\$110,482.96	\$247,450.98	\$24,743.10	\$222,687.88	82%
CONTRACT TOTAL				\$3,584,469.58	\$3,584,469.58		\$271,682.96	\$2,741,380.97	\$274,138.10	\$2,467,242.88	76%

Amount Earned	Amount Due Less Retainage
Pay Estimate No.1 \$1,040,650.00	\$936,585.00
Pay Estimate No.2 \$646,100.00	\$761,490.00
Pay Estimate No.3 \$115,000.00	\$103,500.00
Pay Estimate No.4 \$119,538.04	\$107,584.24
Pay Estimate No.5 \$84,460.00	\$76,014.00
Pay Estimate No.6 \$263,949.97	\$237,554.97
Pay Estimate No.7 \$271,682.96	\$244,514.66
Total	\$2,741,380.96

R & B GROUP, INC.

May 26, 2023

City of Magnolia, Texas

MONTHLY STATEMENT NO.

Work to date (Total from preceding section) \$ 2,741,380.97

CHANGE ORDERS:

No. 1	100	% Complete	\$15,598.04
No. 2	0	% Complete	\$167,310.81
No.		% Complete	\$120,460.73

NET CHANGE ORDERS TO DATE \$303,369.58

AMOUNT DUE \$ 2,741,380.97

LESS 10% RETAINAGE \$274,138.10

SUBTOTAL \$2,467,242.87

\$0.00

TOTAL AMOUNT DUE TO DATE \$2,467,242.87

LESS PREVIOUS INVOICES \$2,222,728.21

AMOUNT DUE THIS PAYMENT \$244,514.66

I certify that work performed during this period was performed substantially in accordance with the Contract Documents.

R & B GROUP, INC.

T. Michael Haralson, Vice President

This estimate of construction progress is based on records and information furnished by the Contractor and on my observation. Payment is recommended.

Recommended By [Signature] Date 20 July 2023
Baxter Woodman, Inc.

Approved By _____ Date _____
City of Magnolia

BID ITEM	DESCRIPTION	CONTRACT			PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE		
		QTY	UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
UNIT A BASE BID ITEMS											
1	Mobilization										
1.01	Bonds and Insurance	1	LS	\$45,000.00	\$45,000.00	1	\$ 45,000.00	0	\$ -	1	\$ 45,000.00
1.02	Mobilization	1	LS	\$40,000.00	\$40,000.00	1	\$ 40,000.00	0	\$ -	1	\$ 40,000.00
1.03	Demobilization	1	LS	\$10,000.00	\$10,000.00	0	\$ -	0	\$ -	0	\$ -
1.04	O & M Manuals	1	LS	\$5,000.00	\$5,000.00	0	\$ -	0	\$ -	0	\$ -
2	Provide, Install and Maintain SWPPP	1	LS	\$10,000.00	\$10,000.00	0.8	\$ 8,000.00	0	\$ -	0.8	\$ 8,000.00
3	Provide, install crushed stone all-weather access road and subgrade	460	SY	\$50.00	\$23,000.00	460	\$ 23,000.00	0	\$ -	460	\$ 23,000.00
4	Provide, install crushed stone driveway and subgrade	500	SY	\$50.00	\$25,000.00	1000	\$ 50,000.00	0	\$ -	1000	\$ 50,000.00
5A	Pilot Hole Construction to 1,700 Feet										
5A1	Drill Pilot Hole to 1,700 Feet	1	LS	\$600,500.00	\$600,500.00	1	\$ 600,500.00	0	\$ -	1	\$ 600,500.00
5A2	Mobilization for Well Construction	1	LS	\$100,000.00	\$100,000.00	1	\$ 100,000.00	0	\$ -	1	\$ 100,000.00
5A3	Sand Sieve Analysis	1	LS	\$2,000.00	\$2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00
5A4	Mechanical Drift Indicator Survey	1	LS	\$2,500.00	\$2,500.00	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00
5A5	Geophysical Logs	1	LS	\$15,000.00	\$15,000.00	1	\$ 15,000.00	0	\$ -	1	\$ 15,000.00
5B	Water Sampling Operations	2	EA	\$40,000.00	\$80,000.00	2	\$ 80,000.00	0	\$ -	2	\$ 80,000.00
5C	Ream Pilot Hole to 26" To 1,090 Feet Including Set and Cement 20" Casings	1090	VF	\$450.00	\$490,500.00	1242	\$ 558,900.00	0	\$ -	1242	\$ 558,900.00
5D	Underream Pilot Hole Below the Conductor Casings to 26" and 1,400 FT See Submittal 13 and 14 for the Logs	310	VF	\$350.00	\$108,500.00	305	\$ 106,750.00	0	\$ -	305	\$ 106,750.00
5E	Set 14" Steel Blank Production Casings	260	VF	\$250.00	\$65,000.00	240	\$ 60,000.00	0	\$ -	240	\$ 60,000.00
5F	Set 14" Screen Liner	150	VF	\$430.00	\$64,500.00	165	\$ 70,950.00	0	\$ -	165	\$ 70,950.00
5G	Install Gravel Pack and Develop										
5G1	Install Gravel Pack	1	LS	\$60,000.00	\$60,000.00	1	\$ 60,000.00	0	\$ -	1	\$ 60,000.00
5G2	Well Development	1	LS	\$60,000.00	\$60,000.00	1	\$ 60,000.00	0	\$ -	1	\$ 60,000.00
5H	Perform Well TV Survey	2	EA	\$2,500.00	\$5,000.00	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00
5I	Furnish Test Pump, Motor, Equip	1	LS	\$25,000.00	\$25,000.00	1	\$ 25,000.00	0	\$ -	1	\$ 25,000.00
5J	Perform Step Tests										
5J1	Step Tests	1	LS	\$11,500.00	\$11,500.00	1	\$ 11,500.00	0	\$ -	1	\$ 11,500.00
5J2	36 Hour Tests	1	LS	\$14,500.00	\$14,500.00	1	\$ 14,500.00	0	\$ -	1	\$ 14,500.00
5J3	Water Quality Analysis	1	LS	\$4,000.00	\$4,000.00	1	\$ 4,000.00	0	\$ -	1	\$ 4,000.00
5K	Concrete Pump Foundation	1	LS	\$10,000.00	\$10,000.00	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
5L	Install 1,000 GPM Permanent Well Pump										
5L1	Install Well Pump to 600 Feet	1	LS	\$62,000.00	\$62,000.00	0	\$ -	0	\$ -	0	\$ -
5L2	Install Pump Column	1	LS	\$215,000.00	\$215,000.00	0	\$ -	0	\$ -	0	\$ -
5L3	Electrical Sounding Tubing	1	LS	\$1,500.00	\$1,500.00	0	\$ -	0	\$ -	0	\$ -
5L4	Chemical Insertion Tubing	1	LS	\$1,500.00	\$1,500.00	0	\$ -	0	\$ -	0	\$ -
5L5	Install 250 HP Motor See Item 5M for the Discharge Header	1	LS	\$40,000.00	\$40,000.00	0	\$ -	0	\$ -	0	\$ -
5M	Well Discharge Piping	1	LS	\$50,000.00	\$50,000.00	0.9	\$ 45,000.00	0.1	\$ 5,000.00	1	\$ 50,000.00
5N	Provide, install 8" electromagnetic flow	1	LS	\$9,000.00	\$9,000.00	1	\$ 9,000.00	0	\$ -	1	\$ 9,000.00
TOTAL BASE UNIT PRICES					\$2,255,500.00	\$ 2,004,100.00	\$ 5,000.00	\$ 2,009,100.00			

BID ITEM	DESCRIPTION	CONTRACT				PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE	
		QTY	UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
	Previous Page Totals				\$2,255,500.00		\$ 2,004,100.00		\$ 5,000.00		\$ 2,009,100.00
5.0	Provide and install concrete splash box	1	LS	\$5,000.00	\$5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
5.P	Perform wire-to-water test using GM services										
5P1	Perform wire-to-water test	1	LS	\$1,900.00	\$1,900.00		\$ -		\$ -	0	\$ -
5P2	Written Report	1	LS	\$100.00	\$100.00		\$ -		\$ -	0	\$ -
	<u>Offsite Distribution Improvements</u>										
6.	16-Inch wet connection	4	EA	\$6,400.00	\$25,600.00	4	\$ 25,600.00	0	\$ -	4	\$ 25,600.00
7.	Install 12-inch plug and clamp	1	EA	\$750.00	\$750.00	1	\$ 750.00	0	\$ -	1	\$ 750.00
8.	Install 12" C-900 DR 18 PVC water line	20	LF	\$135.00	\$2,700.00	20	\$ 2,700.00	0	\$ -	20	\$ 2,700.00
9	Install 12" C-900 DR 18 PVC water line with centralizers inside a 20" steel casing	80	LF	\$400.00	\$32,000.00	80	\$ 32,000.00	0	\$ -	80	\$ 32,000.00
10	Provide and install 16-inch gate	2	EA	\$10,000.00	\$20,000.00	2	\$ 20,000.00	0	\$ -	2	\$ 20,000.00
11	Provide and install 12-inch gate valve	2	EA	\$6,500.00	\$13,000.00	2	\$ 13,000.00	0	\$ -	2	\$ 13,000.00
12	Provide and install 12 trench safety system	100	LF	\$1.00	\$100.00	100	\$ 100.00	0	\$ -	100	\$ 100.00
	<u>Site Improvements</u>										
13	Install yard piping, appurtenances										
13A	Install Yard Piping	1	LS	\$148,000.00	\$148,000.00	0.8	\$ 118,400.00	0	\$ -	0.8	\$ 118,400.00
13B	Protective Coatings	1	LS	\$1,000.00	\$1,000.00	0	\$ -	0	\$ -	0	\$ -
13C	Disinfection	1	LS	\$1,000.00	\$1,000.00	0	\$ -	0.2	\$ 200.00	0.2	\$ 200.00
14	Provide and install trench safety system	1	LS	\$100.00	\$100.00	1	\$ 100.00	0	\$ -	1	\$ 100.00
15	Provide and install 10,000-gallon hydropneumatic										
15A	Foundation	1	LS	\$25,000.00	\$25,000.00	1	\$ 25,000.00	0	\$ -	1	\$ 25,000.00
15B	Furnish and Set Tank	1	LS	\$63,000.00	\$63,000.00	0	\$ -	1	\$ 63,000.00	1	\$ 63,000.00
15C	Slash Pad	1	LS	\$1,900.00	\$1,900.00	0	\$ -	0	\$ -	0	\$ -
15D	Disinfect Tank	1	LS	\$100.00	\$100.00	0	\$ -	0	\$ -	0	\$ -
16	Provide and install air compressor	1	LS	\$4,000.00	\$4,000.00		\$ -		\$ -	0	\$ -
17	Provide and install chlorination										
17A	Provide and install chlorination	1	LS	\$24,000.00	\$24,000.00		\$ -	0	\$ -	0	\$ -
17B	Factory Test Report	1	LS	\$1,000.00	\$1,000.00		\$ -		\$ -	0	\$ -
18	Provide and install phosphate system										
18A	Provide and install phosphate system	1	LS	\$21,000.00	\$21,000.00		\$ -		\$ -	0	\$ -
18B	Factory Test Report	1	LS	\$1,000.00	\$1,000.00		\$ -		\$ -	0	\$ -
19	Provide and install 8-foot by 8-foot fiberglass										
19A	Foundation	1	EA	\$25,000.00	\$25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00
19B	Building	1	EA	\$25,000.00	\$25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00
20	Provide and install 10-foot by 8-foot fiberglass										
20A	Foundation	1	EA	\$25,000.00	\$25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00
20B	Building	1	EA	\$35,000.00	\$35,000.00		\$ -		\$ -	0	\$ -
21	Provide and install safety shower	1	LS	\$2,000.00	\$2,000.00		\$ -		\$ -	0	\$ -
22	Provide and conduct disinfection and bacteriological testing of all water	1	LS	\$6,000.00	\$6,000.00	0.5	\$ 3,000.00	0	\$ -	0.5	\$ 3,000.00
23	Provide and install 6-foot-tall chain-link 896	1145	LF	\$30.00	\$34,350.00		\$ -		\$ -	0	\$ -
24	Provide and install removable bollards	2	EA	\$500.00	\$1,000.00		\$ -		\$ -	0	\$ -
25	Site improvements and restoration	1	LS	\$30,000.00	\$30,000.00		\$ -		\$ -	0	\$ -
CO 1	TS & V dealt with in bid items	1	LS	\$15,598.04	\$15,598.04	1	\$ 15,598.04	0	\$ -	1	\$ 15,598.04
CO 2	Temporary Well Installation	1	LS								
CO2.1	Weisinger furnish and install Temp Eq.	1	LS	\$38,025.00	\$38,025.00	1	\$ 38,025.00	0	\$ -	1	\$ 38,025.00
CO2.2	Weisinger rent on temp equipment	3	MTH	\$11,115.00	\$33,345.00	1	\$ 11,115.00	0	\$ -	1	\$ 11,115.00
CO2.3	EAC Modifications	1	LS	\$44,694.00	\$44,694.00	0.9	\$ 40,224.60	0.1	\$ 4,469.40	1	\$ 44,694.00
CO2.4	Temporary Chemical Feed.	1	LS	\$7,020.00	\$7,020.00	1	\$ 7,020.00	0	\$ -	1	\$ 7,020.00
CO2.5	Temp Shelter	1	LS	\$2,340.00	\$2,340.00	0.855	\$ 2,000.00	0.145	\$ 340.00	1	\$ 2,340.00
CO2.6	Generator Rental	3	MTH	\$8,790.21	\$26,370.63	1	\$ 8,790.21	0	\$ -	1	\$ 8,790.21
CO2.7	Diesel	300	GAL	\$7.02	\$2,106.00	300	\$ 2,106.00	0	\$ -	300	\$ 2,106.00
CO2.8	Labor to install and operate	1	LS	\$5,528.25	\$5,528.25	0.9	\$ 4,975.43	0.1	\$ 552.83	1	\$ 5,528.25
CO2.9	Consumables	1	LS	\$7,881.93	\$7,881.93	0.9	\$ 7,093.74	0.1	\$ 788.19	1	\$ 7,881.93
CO 3	Increase Size of VFD and Modify Conduit Box										
CO 3.1	Larger VFD	1	LS	\$115,925.04	\$115,925.04	0	\$ -	0.9	\$ 104,332.54	0.9	\$ 104,332.54
CO 3.2	Modify Conduit Box	1	LS	\$4,535.69	\$4,535.69	0	\$ -	0	\$ -	0	\$ -
	PAGE SUBTOTALS				\$3,134,469.58		\$ 2,386,598.01		\$ 253,682.96		\$ 2,640,380.97

BID ITEM	DESCRIPTION	CONTRACT				PREVIOUS MONTH		THIS MONTH		TOTAL TO DATE	
		QTY	UNIT	UNIT PRICE	EXTENSION	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
	Previous Page Totals				\$3,134,469.58		\$ 2,386,698.01		\$ 253,682.96		\$ 2,640,380.97
26	Electrical System										
26A	Phosphate Building Rough In	1	LS	\$40,000.00	\$40,000.00	0.9	\$ 36,000.00	\$ -	0.9	\$ 36,000.00	
	Bleach Building Rough In	1	LS	\$40,000.00	\$40,000.00	0.9	\$ 36,000.00	0 \$ -	0.9	\$ 36,000.00	
	Underground Duct Banks	1	LS	\$90,000.00	\$90,000.00	0.1	\$ 9,000.00	0.2 \$ 18,000.00	0.3	\$ 27,000.00	
	Electrical Pull Boxes	1	LS	\$34,000.00	\$34,000.00	0	\$ -	0 \$ -	0	\$ -	
	Service Entrance Rack	1	LS	\$20,000.00	\$20,000.00	0	\$ -	0 \$ -	0	\$ -	
	Manual Transfer Switch	1	LS	\$30,000.00	\$30,000.00	0	\$ -	0 \$ -	0	\$ -	
	Surge Protection Device	1	LS	\$10,000.00	\$10,000.00	0	\$ -	0 \$ -	0	\$ -	
	Phosphate Building Disconnect	1	LS	\$8,000.00	\$8,000.00	0	\$ -	0 \$ -	0	\$ -	
	Mini Power Zone	1	LS	\$10,000.00	\$10,000.00	0	\$ -	0 \$ -	0	\$ -	
	VFD Enclosure	1	LS	\$40,000.00	\$40,000.00	0.05	\$ 2,000.00	0 \$ -	0.05	\$ 2,000.00	
	Scada Panel	1	LS	\$40,000.00	\$40,000.00	0	\$ -	0 \$ -	0	\$ -	
	Aux Power Relay	1	LS	\$10,000.00	\$10,000.00	0	\$ -	0 \$ -	0	\$ -	
	Flow Instrumentation	1	LS	\$5,000.00	\$5,000.00	0	\$ -	0 \$ -	0	\$ -	
	Pressure Instrumentation	1	LS	\$1,000.00	\$1,000.00	0	\$ -	0 \$ -	0	\$ -	
	Level Instrumentation	1	LS	\$7,000.00	\$7,000.00	0	\$ -	0 \$ -	0	\$ -	
	Start Up and Training	1	LS	\$15,000.00	\$15,000.00	0	\$ -	0 \$ -	0	\$ -	
27	Electrical Service Allowance by the local utility provider	1	LS	\$30,000.00	\$30,000.00	0	\$ -	0 \$ -	0	\$ -	
28	Allowance for System programming per s	1	LS	\$20,000.00	\$20,000.00		\$ -	0 \$ -	0	\$ -	
	TOTAL BASE BID				\$3,584,469.58		\$ 2,469,698.01	0 \$ 271,682.96	0	\$ 2,741,380.97	
	SUPPLEMENTARY ITEMS:										
S.1	Drilling logging, and sampling, of pilot hole Pour Generator Slab	1	LS	\$600,000.00	\$600,000.00		\$ -	0 \$ -	0	\$ -	
S.2	add or Deduct Pilot Hole	1	VF	\$75.00	\$75.00		\$ -	0 \$ -	0	\$ -	
S.3	Add Perform Spectralog, as directed	1	LS	\$2,000.00	\$2,000.00		\$ -	0 \$ -	0	\$ -	
S.4	Add or Deduct 20-foot length of	1	EA	\$4,400.00	\$4,400.00		\$ -	0 \$ -	0	\$ -	
S.5	Add substitute 24-inch conductor casing with 30-inch	1	VF	\$100.00	\$100.00		\$ -	0 \$ -	0	\$ -	
S.6	Add Substitute 18 inch blank production	1	VF	\$100.00	\$100.00		\$ -	0 \$ -	0	\$ -	
S.7	Deduct Substitute 200-HP electric	1	LS	\$0.00	\$0.00		\$ -	0 \$ -	0	\$ -	
S.8	add Substitute 300-hp electric motor	1	LS	\$8,000.00	\$8,000.00		\$ -	0 \$ -	0	\$ -	
S.9	Add additional complete pilot hole	1	EA	\$80,000.00	\$80,000.00		\$ -	0 \$ -	0	\$ -	
S.10	Add Cement plug for pilot hole in place	1	LS	\$12,000.00 \$0.00	\$12,000.00		\$ -	0 \$ -	0	\$ -	
S.11	Add or Deduct One hour of well testing time	1	HR	\$650.00	\$650.00		\$ -	0 \$ -	0	\$ -	
S.12	Add or deduct One hour of water-level recovery time	1	HR	\$600.00	\$600.00		\$ -	0 \$ -	0	\$ -	
S.13	Add, if directed by engineer, install 24-foot high	1	LF	\$300.00	\$300.00		\$ -	0 \$ -	0	\$ -	
S.14	Add, if directed by engineer, install 24-foot high plywood sound	1	LF	\$500.00	\$500.00		\$ -	0 \$ -	0	\$ -	
S.15	Mobilization and Demo for Strata Testing	1	LF	\$40,000.00	\$40,000.00		\$ -	0 \$ -	0	\$ -	
S.16	Perform sampling operation in one screen	1	EA	\$40,000.00	\$40,000.00		\$ -	0 \$ -	0	\$ -	
S.17	Perform laboratory testing on Strata	1	LS	\$12,000.00	\$12,000.00		\$ -	0 \$ -	0	\$ -	
S.18	One hour of well pumping for strata	1	LS	\$650.00	\$650.00		\$ -	0 \$ -	0	\$ -	
	PAGE SUBTOTALS				\$4,385,844.58		\$ 2,469,698.01	\$ 271,682.96		\$ 2,741,380.97	

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED was contracted or hired by
to furnish labor and/or materials in connection with certain improvements to real property
described as follows:

Contractor: R+B Group, Inc. Job Name: Water Plant #3 Phase 1
Contract Date 09/28/22
Job Description: Installation of Water Well and appurtanances

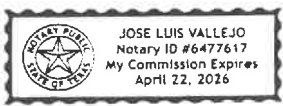
Payment: \$ 244,514.66 For Work Performed Through: JUNE 30, 2023
Job Location: Magnolia, TX

Upon receipt of this payment and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release
any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or
clam thereto, that the undersigned has or hereafter has or hereafter has on the above mentioned
real property and/or improvements thereon on account of any Work furnished or to be furnished
by the undersigned whether pursuant to the above mentioned Contract or otherwise.

The undersigned further certified and warrants that there are no known mechanic's or
materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to
the Work will be paid within 10 days of the receipt of the above amount or sooner, and that there
is no know basis for the filing of any mechanic's or materialman's lien on the property and/or
improvements above described by any person or entity performing work on behalf of the
undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive
and release any mechanic's or materialman's lien or claims of lien of any other such person or
entity, and further agrees to indemnify and hold owner harmless from any said lien or claim
including the payment of related costs, expenses and reasonable attorney's fees.

R & B Group, Inc.
Contractor
[Signature]
Signature
T. M. Haralson
Printed Name
Vice President
Title

SUBSCRIBED AND SWORN to before me, the undersigned, on this the 30th day of
JUNE, 2023



[Signature]
NOTARY PUBLIC FOR THE
STATE OF TEXAS

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

COUNTY OF Harris §


BEFORE ME, the undersigned authority, on this day personally appeared _____
T. Michael Haralson

representing Contractor under the following Contract:


Owner: City of Magnolia
Contractor: R & B Group, Inc.
Date: 5/30/2023
Project: Water Plant #3 Phase 1
AEI Job No.: 211009.40

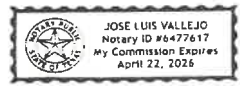
The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By 
Name T. Michael Haralson
Title Vice President

Subscribed and sworn before me, the undersigned authority, on this the 30th day of
JUNE, 2023.


Notary Public in and for the State of Texas



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

Engineer's Project No. 211009.62

Project Description:

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

Engineering Services:

Baxter & Woodman, Inc., will provide Construction Management and Field Observation for and during the construction of the Water Plant No. 3 Phase 2. A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Master Engineering Services Agreement dated September 14, 2021. The Owner shall pay Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed during the Construction Contract Duration of 600 calendar days plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$88,154.00 without additional authorization.

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

Approved by: **City of Magnolia**

By: 

By: _____

Title: Executive Vice President

Title: _____

Date: July 1, 2023

Date: _____

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

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

ATTACHMENT A

Project Description

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

Scope of Services

A Construction Contract Duration of 600 calendar days was utilized in budgeting the following scope of services that details the anticipated tasks necessary to successfully complete this Project:

1. Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. Construction Administration
 - a. Review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 75 submittals total, (includes submittals and re-submittals, if required) by ENGINEER and shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the Contract Documents. OWNER further agrees that the ENGINEER's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. ENGINEER's consideration of a component does not constitute acceptance of the assembled item.
 - b. Prepare construction contract change orders and or work directives when authorized by the OWNER during the 20-month construction contract period.
 - c. Research and prepare written response by ENGINEER to request for information from the OWNER and Contractor during the 20-month construction contract period.
 - d. Construction Manager or other office staff up to five (5) site visits as needed during the 20-month construction contract period.
3. Field Observation – Part Time
 - a. ENGINEER will provide a Field Project Representative (FPR) at the construction site during the 600-day construction contract period on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hours per month, not including legal holidays as deemed necessary by the OWNER. Part-Time Field Observation provides that the FPR will make intermittent site visits to observe and report on the progress of Contractor's executed Work during the 600-day construction contract period. Part-Time Field Observation does not guarantee the ENGINEER will observe or comment on work completed by the contractor at times the FPR is not present on site. Such visits and observations by the FPR, if any, are not intended to be exhaustive or to extend to

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

every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement.

- b. Through standard reasonable means, ENGINEER will become generally familiar with observable completed work during the 600-day construction contract period. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. ENGINEER shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. ENGINEER shall not be responsible for the acts of omissions of any contractor, subcontractor, supplier, manufacturer or any of their agents, employees or any person (except ENGINEER's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by the ENGINEER.
 - c. Keep a daily record of the Contractor's work on those days that the FPR is at the construction site with notations on the Contractor's progress during the 600-day construction contract period.
 - d. Baxter & Woodman to provide an FPR Daily Report template that will be used by OWNER when performing Field Observation documenting a daily record of the Contractor's work on the days that the OWNER is providing Field Observation.
4. Critical Phase Coatings and Sealant Inspection
- a. Provide, an on-site NACE Certified representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers with consent by OWNER, to assist the Contractor with interpretation of the Specifications, inspect, verify, and document in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - b. NACE Certified representative will inspect all surface preparations and coating applications per the National Association of Corrosion Engineers (NACE) standards.
5. Substantial Completion of Project - Provide construction observation services when notified by the OWNER that the Project is substantially complete.
6. Completion of Project
- a. Provide construction observation services when notified by OWNER that the Project is complete. Prepare written punch lists during final completion review and monitor and verify any required

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

deficiencies correction.

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

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

Construction Management and Observation beyond the Original Contract Completion Date

Attend construction progress meetings as determined by City Engineer

Cast In Place Concrete Formwork and Rebar – Inspection

Concrete Placement - Inspection

Verification of any Laboratory Testing Coordination

Hydraulic Testing

Hydrostatic Testing

Leakage Testing

Drainage Channel and Basins Inspection and Approval of foundation soil

Performance Testing – Starting of Systems Electrical Troubleshooting

Coordination with CenterPoint

3D GIS

Drone Captured Video Recording and Imagery

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

**CITY OF MAGNOLIA
WASTEWATER TREATMENT PLANT EXPANSION
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
WORK ORDER AMENDMENT NO. 2**

Engineer's Project No. 220961.60

Purpose of Amendment:

This amendment to the original Work Order dated June 14, 2022, provides for additional scope of services and compensation that are being added to the Project.

Amended Engineering Services:

The scope of service is amended to include special services/additional services and extended Construction Management and Inspection Services for Wastewater Treatment Plant Expansion.

A detailed scope of special services/additional services for this project is listed. The amended scope of services is set forth in Attachment A.

Amended Compensation:

The Engineer's fee for the Project shall be amended as follows:

Current Not-to-Exceed Work Order Limit:	\$ 40,500
<u>Net increase/decrease of this Amendment</u>	<u>\$ 36,847</u>
Amended Not-to-Exceed Limit:	\$ 77,347

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

By: _____

Michael A. Kurzy, PE

Title: Executive Vice President

Date: August 1, 2023

Approved by: **City of Magnolia**

By: _____

Title: Mayor

Date: _____

Additional Comments and Conditions: All other provisions of the Work Order shall remain in full force and effect.

Project Description

Special Services/Additional Services performing required Instrumentation and Controls Troubleshooting, Electrical Troubleshooting to perform SCADA Start-Up of Treatment Unit 3 and extended Construction Administration and Field Observation required for Rehabilitation of Treatment Unit No. 2 to remain in compliance with TCEQ and reach final completion. This work will require NACE certified site inspection for the coating and rehabilitation work. Owner added Scope and B & W coordinated with Owner and Contractor to seal Manholes that were installed during Nichols Sawmill Phases 1 and 2.

Scope of Services

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

1. Providing Construction Management Services including
 - a. Coordinate with Owner and Contractor to schedule CenterPoint
 - b. Coordinate with Owner and Contractor to schedule AT&T services
 - c. Review and response for RFIs
 - d. Pay Estimate processing
 - e. Change Order processing
 - f. Final inspection
 - g. Construction Manager or other office staff visit site as needed

2. Providing Field Project Representation
 - a. On site Observations
 - b. Witness testing
 - c. Coordination Equipment Start-Up, testing, and training
 - d. Daily Reports when on site
 - e. Observed and documented non-conforming work and monitored contractors corrective actions

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

Updated: 7/24/2023

Subdivision:	Timber Hollow		Heritage Green	Escondido					
	1	2		1	2	3	4	5	6
Section:									
Developer:	L J A	L J A	United	LJA	LJA	LJA	LJA	LJA	LJA
Inspection Submittal									
City of Magnolia and Engineer's letters of Approval	✓	✓	✓						
Manhole Vacuum Test Reports	✓	✓							
Bacteriological Test Reports	✓	✓	✓						
Water Line Test Reports	✓	✓							
Sanitary Line Pressure Reports	✓	✓							
Mandrel Test Reports	✓	✓							
Developer Certification Letter to Magnolia City	✓	✓							
Engineer's Certificate of Completion (WSD)	✓	✓							
Punch List									
Punch List Completed	✓	✓							
Acceptance Submittal									
Engineers Completion Certificates for W,S,&D	✓	✓							
Maintenance Bonds for W,S,&D	✓	✓							
Affidavit of Bill Paid for W,S,&D	✓	✓							
Consent Surety for W,S,&D	✓	✓							
Testing Lab Affidavit for W,S,&D	✓	✓							
Final Pay Estimate - W,S,&D	✓	✓							
Engineers Completion Certificates for Paving	✓	✓							
Maintenance Bonds for Paving	✓	✓							
Affidavit of Bills Paid for Paving	✓	✓							
Consent Surety for Paving	✓	✓							
Testing Lab Affidavit for Paving	✓	✓							
Final Pay Estimate - Paving	✓	✓							
As-Built Drawings	✓	✓	✓						
Final Plat	✓	✓	✓	✓	✓	✓	✓		
Document									
Water Line									
Pressure tests	✓	✓	✓						
Bacteriological tests	✓	✓	✓						
Sanitary Lines									
pressure tests	✓	✓	✓						
vacuum tests	✓	✓	✓						
mandrel tests	✓	✓	✓						
Force Mains									
Pressure test	✓	✓	N/A						
Compaction reports	✓	✓	N/A						
Paving									
Concrete compression/flex test reports	✓	✓							
Core reports	✓	✓							
Easement not recorded by plat	✓	✓							
As-Builts									
As-built drawings, PDF and GIS or CAD	✓	✓		✓	✓				
As-built survey (sanitary lines, storm sewer lines, detention)	✓	✓							
Engineer's signed and sealed certification of completion	✓	✓							
Acceptance Letter									

Key:	
Incomplete	
Completed	✓
Not Applicable	N/A
In progress	