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

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

NOTICE OF PUBLIC MEETING
OF THE MAGNOLIA CITY COUNCIL

AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY, DECEMBER 12, 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.

Thereafter on August 8, 2023, the City adopted Ordinance No. O-2023-011 extending the moratorium an additional 120 days. The Current Moratorium is set to expire on or about December 16, 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, December 12, 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 potential 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 AND CONVENE REGULAR MEETING**

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 regular City Council Meeting held November 14, 2023.

   b. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE SITE PLAN FOR LOWE'S** (Mayor Todd Kana)

   c. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE SITE PLAN FOR SALAD AND GO** (Mayor Todd Kana)

   d. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE SITE PLAN FOR SWIG** (Mayor Todd Kana)

6. **CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-017 EXTENDING THE MORATORIUM ENACTED BY ORDINANCE NO. O-2023-011** (Mayor Todd Kana)

7. **CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. R-2023-008 APPROVING THE MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATION'S 2024 ANNUAL PROJECTS LIST** (Mayor Todd Kana)

8. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. R-2023-013 AUTHORIZING A MULTIPLE USE AGREEMENT WITH TXDOT FOR AUTOMATED LICENSE PLATE READERS** (Mayor Todd Kana)

9. **PRESENTATION BY GRANTWORKS REGARDING TEXAS DEPARTMENT OF AGRICULTURE (TDA) GRANT** (Mayor Todd Kana)

10. **CONSIDERATION – APPROVE PETITION FOR CONSENT TO ANNEX LAND INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO.116, APPROXIMATELY +/- 29.249 ACRE TRACT BY ADOPTION OF RESOLUTION NO. R-2023-011** (Mayor Todd Kana)

11. **CONSIDERATION – APPROVE PETITION FOR CONSENT TO ANNEX LAND INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO.116, APPROXIMATELY +/- 84.35 ACRE TRACT BY ADOPTION OF RESOLUTION NO. R-2023-012** (Mayor Todd Kana)

12. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND HYDRO CLEAR SERVICES, LLC** (Mayor Todd Kana)

13. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT WITH GC MAGNOLIA, LP** (Mayor Todd Kana)

14. **CONSIDERATION AND POSSIBLE ACTION TO APPOINT CHRISTIAN GABLE TO CITY SECRETARY POSITION** (Councilman Jack Huitt)

15. **CLOSED EXECUTIVE SESSION**

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

The City Council may enter into executive session under Texas Government Code Section 551.071 to consult and receive legal advice from its attorneys on MISD v City of Magnolia, et al and SJRA v Cities of Conroe and Magnolia; and to receive legal advice on sanitary sewer force main and water line easement from Audubon Magnolia Development, LLC; and to receive legal advice concerning the Wholesale Water Supply and Sanitary Sewer Agreement and addendums between the City of Magnolia and Audubon and Demand Letter by Audubon.

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

17. **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)

18. **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

CITY OF MAGNOLIA
INCORPORATED
1968
MONTGOMERY COUNTY, TEXAS

Hearst Newspapers, LLC
Order Confirmation

Ad Order Number
0034307128

Customer
CITY OF MAGNOLIA

Payor Customer
CITY OF MAGNOLIA

PO Number

Sales Rep.
0630-HOU

Customer Account
20017370

Payor Account
20017370

Ordered By
CHRISTIAN GABLE

Order Taker
jvega

Customer Address
18111 BUDDY RILEY BLVD
MAGNOLIA TX 773545864 USA

Payor Address
18111 BUDDY RILEY BLVD
MAGNOLIA TX 773545864 USA

Customer Fax

Order Source
Rep

Customer Phone
2813562266

Payor Phone
2813562266

Customer EMail

Special Pricing

Tear Sheets	Proofs	Affidavits	Blind Box	Promo Type	Materials
1	0	1			

Invoice Text
NOPH

Ad Order Notes

Gross Amount	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
518.80	$518.80	$0.00	$518.80	Credit Card Pymt	$0.00	$518.80

Ad Number	Ad Type	Production Method	Production Notes
0034307128-01	Legal	AdBooker	

External Ad Number	Ad Attributes	Ad Released	Pick Up
		No	

Ad Size	Color
2 X 51 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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Thereafter on August 8, 2023, the City adopted Ordinance 2023-011 extending the moratorium an additional 120 days. The Current Moratorium is set to expire on or about December 16, 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, December 12, 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 potential 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.

Product	Placement	Position	First Run Date	Last Run Date
HCN Cypress Creek Champions	Legals	Legal Notices	Wednesday, November 22, 20	Wednesday, November 22, 20
HCN Cypress Creek Cypress	Legals	Legal Notices	Wednesday, November 22, 20	Wednesday, November 22, 20
HCN Tomball Potpourri	Legals	Legal Notices	Wednesday, November 22, 20	Wednesday, November 22, 20
HOU Online	Legals	Legal Notices	Wednesday, November 22, 20	Thursday, December 21, 2023

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

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

MINUTES OF PUBLIC MEETING OF THE MAGNOLIA CITY COUNCIL NOVEMBER 14, 2023

A meeting of the City Council was held on this date, November 14, 2023, beginning at 6:00 pm in the Sewall Smith Council Chambers 18111 Buddy Riley Blvd., Magnolia, Texas 77354.

1. CALL MEETING TO ORDER

Mayor Todd Kana called the meeting to order at 6:00 pm.

a. INVOCATION
Councilmember Dantzer delivered the invocation.

b. PLEDGE OF ALLEGIANCE
Mayor Kana led the Pledge of Allegiance to the USA and Texas flags.

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

Absent: None

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

2. CITIZEN COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC

(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).
Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:
a. Statements of specific factual information given in response to an inquiry;
b. A recitation of existing policy in response to an inquiry;
c. A proposal to place the subject on a future agenda.

Jason Shelton, owner of Magnolia Small Engine, spoke against the Ordinance that was recently passed prohibiting parking along Rolling Hills Drive. He understands the motive but explained how the “no parking” signs are negatively impacting his business and the safety of others.

Robert Barker, member of the Texas Floodplain Management Association, introduced himself and offered calendars to the Council members and the public. The calendar theme was “flood safety”.

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

   a. **CONSIDERATION – APPROVAL OF MINUTES**
   Consideration and possible action to approve the minutes of the regular City Council Meeting held October 10, 2023.

   b. **CONSIDERATION – APPROVE INVESTMENT PORTFOLIO FOR QUARTER ENDING SEPTEMBER 2023**

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

4. **CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. O-2023-015 AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION**
(Mayor Todd Kana)
City Attorney Leonard Schneider provided background information regarding this item.

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

5. **CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. R-2023-007 AUTHORIZING THE EXECUTION OF A PRINCIPAL FORGIVENESS AGREEMENT BETWEEN THE CITY AND THE TEXAS WATER DEVELOPMENT BOARD FOR FUNDING IN THE AMOUNT $1,000,000** (Mayor Todd Kana)
Justin Hicks with Hunton Andrews Kurth LLP explained that this is a grant agreement for the $1M and the Texas Water Development Board requires a separate resolution for the grant aside from previous steps taken to get this approved.

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

6. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SANDRA DEE LANE SECTION 1, FINAL PLAT, +/- 1.925 ACRES** (Mayor Todd Kana)
Planning Coordinator Christian Gable explained that this plat received plan review approval from the Engineering Department.

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

7. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO GIRASOL STREET AND RESERVE, FINAL PLAT, +/- 13.384 ACRES** (Mayor Todd Kana)
Planning Coordinator Christian Gable explained that this plat received plan review approval from the Engineering Department.

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

8. **CONSIDERATION AND POSSIBLE ACTION TO REPEAL ORDINANCE NO. O-2019-015 WHICH DESIGNATED "NO PARKING" SIGNS ALONG LOOKOUT LAKE LANE** (Mayor Todd Kana)
Mayor Kana explained the original purpose of this Ordinance and stated that it served its purpose and is no longer needed.
City Attorney Leonard Schneider clarified that this ordinance will amend Ordinance No. O-2019-015 and the new Ordinance to adopt is Ordinance No. O-2023-016.

MOTION: Upon a motion to approve Ordinance No. O-2023-016 amending Ordinance No. O-2019-015 made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

9. **CONSIDERATION AND POSSIBLE ACTION ON AN AGREEMENT ALLOCATING AND PLEDGING ECONOMIC DEVELOPMENT SALES TAX REVENUE WITH THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION FOR THE 2011 TXDOT SIB LOAN REPAYMENT** (Mayor Todd Kana)
Economic Development Director Rachel Steele presented the item based on the agreement provided in the Agenda Packet.

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

10. **CONSIDERATION AND POSSIBLE ACTION ON AN AGREEMENT ALLOCATING AND PLEDGING ECONOMIC DEVELOPMENT SALES TAX REVENUE WITH THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATION FOR THE 2017 TXDOT SIB LOAN REPAYMENT** (Mayor Todd Kana)
Economic Development Director Rachel Steele presented the item based on the agreement provided in the Agenda Packet.

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

11. **CONSIDERATION AND POSSIBLE ACTION ON AN AGREEMENT ALLOCATING AND PLEDGING ECONOMIC DEVELOPMENT SALES TAX REVENUE FOR THE**

YEAR 2023-2024 WITH THE MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATION FOR THE 2021 TXDOT SIB LOAN REPAYMENT (Mayor Todd Kana)
Economic Development Director Rachel Steele presented the item based on the agreement provided in the Agenda Packet.

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

12. **CONSIDERATION AND POSSIBLE ACTION ON THE MAGNOLIA 4A ECONOMIC DEVELOPMENT CORPORATIONS 2024 ANNUAL PROJECTS LIST** (Mayor Todd Kana)
Economic Development Director Rachel Steele presented this item based on the project list provided in the Agenda Packet.

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

13. **CONSIDERATION AND POSSIBLE ACTION ON THE MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATIONS 2024 ANNUAL PROJECTS LIST** (Mayor Todd Kana)
Economic Development Director Rachel Steele presented this item based on the project list provided in the Agenda Packet.

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

14. **CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. R-2023-008 APPROVING THE MAGNOLIA 4B COMMUNITY DEVELOPMENT CORPORATION'S 2024 ANNUAL PROJECTS LIST** (Mayor Todd Kana)
Economic Development Director Rachel Steele presented this item and explained that no action should be taken until the second reading in December.

No action was taken.

15. **CONSIDERATION – APPROVE RESOLUTION NO. R-2023-009 CASTING FIVE (5) VOTES FOR CANDIDATE TO SERVE ON BOARD OF DIRECTORS FOR MONTGOMERY CENTRAL APPRAISAL DISTRICT FOR THE 2024-2025 TERM** (Mayor Todd Kana)

MOTION: Upon a motion to cast five (5) votes for candidate Matthew Dantzer to serve on Board of Directors for Montgomery County Appraisal District for the 2024-2025 term made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, and the motion carried unanimously, 5-0.

16. **CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. R-2023-010 TO APPROVE PURCHASING OF +/- 1.532 ACRES OF PROPERTY** (Mayor Todd Kana)
City Administrator Don Doering explained the purpose of the property would be for a well site.

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

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 consult and receive legal advice from its attorneys on MISD v City of Magnolia, et al and SJRA v Cities of Conroe and Magnolia; and to receive legal advice on sanitary sewer force main and water line easement from Audubon Magnolia Development, LLC; and to receive legal advice concerning the Wholesale Water Supply and Sanitary Sewer Agreement and addendums between the City of Magnolia and Audubon.

Mayor Kana convened into Closed Executive Session at 6:22 pm.

18. **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 7:00 pm.

19. **CONSIDERATION AND POSSIBLE ACTION TO AWARD CDBG SAGEBRUSH SANITARY SEWER REHABILITATION PROJECT (TDA CDBG-CDV21-0209) TO CRUZ TEC, INC. IN THE AMOUNT OF $331,225 BASED ON THE BIDS RECEIVED ON OCTOBER 10, 2023** (Mayor Todd Kana)
City Engineer Tim Robertson summarized the Bid Tabulation and Recommendation of Award Letter found in the Agenda Packet.

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

20. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REQUEST FROM STRATUS PROPERTIES TO INCREASE ESCROWED FUNDS FROM $6,385,814.00 TO $7,410,238 ($1,024,424 INCREASE) IN ORDER TO FUND THE ADDITIONAL COST AND CONTINGENCIES RELATED TO THE DESIGN AND CONSTRUCTION OF**

WATER SUPPLY PLANT NO. 4 AS PROVIDED FOR IN THE UTILITY DEVELOPMENT AND ESCROW AGREEMENT BETWEEN THE CITY OF MAGNOLIA AND MAGNOLIA EAST 149, LLC (Mayor Todd Kana)

City Engineer Tim Robertson presented this item and mentioned the memo included in the Agenda Packet from David Rivera that explains the reason for increase. David Rivera with LJA Engineering and Chessie Zimmerman with Stratus Properties were both present.

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

21. CONSIDERATION AND POSSIBLE ACTION ON THE CITY OF MAGNOLIA ACCEPTING UTILITY/INFRASTRUCTURE FROM MAGNOLIA EAST MUNCIPAL UTILITY DISTRICT AT THE MAGNOLIA PLACE DEVELOPMENT CONTINGENT UPON COMPLETION AND EXECUTION OF A FORMAL UTILITY/CONVEYANCE AGREEMENT THAT MEETS THE APPROVAL OF THE CITY ATTORNEY

(Mayor Todd Kana)

City Engineer Tim Robertson explained that the warranty period has ended and this is the formal conveyance from the developer to the City for water, sewer, paving and drainage.

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

22. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE WATER WELL NO. 8 CHANGE ORDER NO. 2 IN THE AMOUNT OF $27,740 FOR A TOTAL INCREASED CONTRACT COST OF $3,183,845 WITH WEISINGER, INC. (Mayor Todd Kana)

City Engineer Tim Robertson explained the purpose of the increased cost being related to a change in CenterPoint Energy's electrical requirements.

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

23. ADMINISTRATION - DEPARTMENT REPORTS

ACTIVITIES/ UPDATES/ ANNOUNCEMENTS AND ITEMS OF COMMUNITY INTEREST

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

Police Chief Kyle Montgomery gave a brief summary of the report found in the Agenda Packet and explained the increased DWI arrests are likely a result of the Texas Renaissance Festival.

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

City Administrator Don Doering gave a brief summary of the report found in the Agenda Packet.

c. ADMINISTRATION DEPARTMENT (City Administrator, Don Doering)
City Administrator Don Doering gave a brief summary of the report found in the Agenda Packet.

24. ADJOURN

MOTION: Upon a motion to adjourn made by Councilmember Carby and seconded by Councilmember Hoppe, the Councilmembers voted, the motion carried unanimously, 5-0, and the meeting adjourned at 7:10 pm.

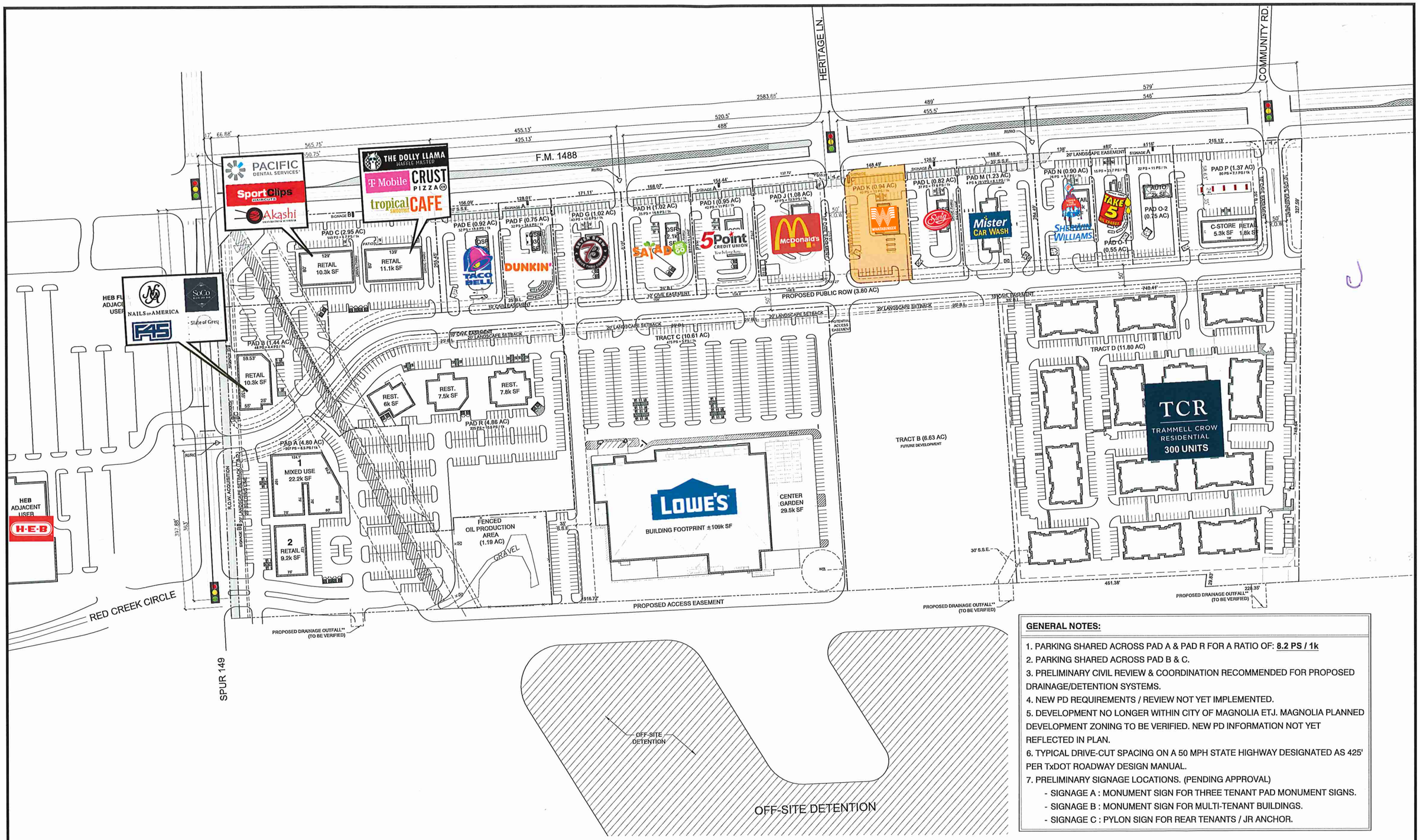
_____
Todd Kana, Mayor

CERTIFICATION

I certify that this is a true and correct copy of the minutes of the City Council meeting held on November 14, 2023.

_____
Christian Gable, Interim City Secretary

PROPOSED LINEUP



GENERAL NOTES:

1. PARKING SHARED ACROSS PAD A & PAD R FOR A RATIO OF: **8.2 PS / 1k**
2. PARKING SHARED ACROSS PAD B & C.
3. PRELIMINARY CIVIL REVIEW & COORDINATION RECOMMENDED FOR PROPOSED DRAINAGE/DETENTION SYSTEMS.
4. NEW PD REQUIREMENTS / REVIEW NOT YET IMPLEMENTED.
5. DEVELOPMENT NO LONGER WITHIN CITY OF MAGNOLIA ETJ. MAGNOLIA PLANNED DEVELOPMENT ZONING TO BE VERIFIED. NEW PD INFORMATION NOT YET REFLECTED IN PLAN.
6. TYPICAL DRIVE-CUT SPACING ON A 50 MPH STATE HIGHWAY DESIGNATED AS 425' PER TxDOT ROADWAY DESIGN MANUAL.
7. PRELIMINARY SIGNAGE LOCATIONS. (PENDING APPROVAL)
   - SIGNAGE A : MONUMENT SIGN FOR THREE TENANT PAD MONUMENT SIGNS.
   - SIGNAGE B : MONUMENT SIGN FOR MULTI-TENANT BUILDINGS.
   - SIGNAGE C : PYLON SIGN FOR REAR TENANTS / JR ANCHOR.

PRELIMINARY SITE PLAN

Scale: 1" = 100'

0 50' 100' 200'

identityARCHITECTS
111 Travis Street, Houston, Texas 77002
www.identityarchitects.com 713.595.2150

COMMERCIAL DEVELOPMENT

March 17, 2023

SPUR 149 RD @ F.M. 1488
MAGNOLIA, TX
18050-01_SITE

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.

SITE DEVELOPMENT PLANS
FOR
LOWE'S®
OF MAGNOLIA TEXAS
CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS

UTILITY CONTACTS

WATER & SEWER
CITY OF MAGNOLIA
18111 BUDDY RILEY BLVD
MAGNOLIA, TX 77354
CONTACT: BURT SMITH
PHONE: 832-797-2124
E-MAIL: BSMITH@CITYOFMAGNOLIA.COM

ELECTRIC
CENTERPOINT ENERGY
18018 HUFFMEISTER RD
CYPRESS, TX 77429

(FOR TRANSFOMER)
CONTACT: TANVI JAGGI
PHONE: 713-207-6242
E-MAIL: TANVI.JAGGI@CENTERPOINTENERGY.COM

(FOR SERVICE LINE)
CONTACT: CHARLES BROWNE
PHONE: 832-773-6057
E-MAIL: SOTERO.BROWNE@CENTERPOINTENERGY.COM

NATURAL GAS
DAYLIGHT PETROLEUM
PHONE: 405-428-7200
E-MAIL: BSCHALK@DAYLIGHTPETROLEUM.COM

TELEPHONE
AT&T
11930 AIRLINE DR
ROOM 205
HOUSTON, TX 77037
CONTACT: JEFF LUCAS
PHONE: 832-331-7582
E-MAIL: JL4625@ATT.COM

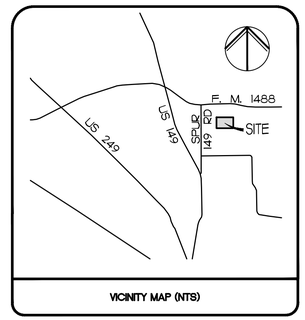
GOVERNMENT CONTACTS

PLANNING
CITY OF MAGNOLIA
18111 BUDDY RILEY BLVD
MAGNOLIA, TX 77354
CONTACT: CHRISTIAN GABLE
PHONE: 281-305-0550
E-MAIL: CGABLE@CITYOFMAGNOLIA.COM

ENGINNER
CITY OF MAGNOLIA
18111 BUDDY RILEY BLVD
MAGNOLIA, TX 77354
CONTACT: TIMOTHY ROBERTSON
PHONE: 979-551-6868
E-MAIL: TROBERTSON@CITYOFMAGNOLIA.COM

FIRE MARSHAL
501 NORTH THOMPSON
SUITE 100
CONROE, TX 77301
CONTACT: BRIAN CROSS
PHONE: 936-538-8288
E-MAIL: BRIAN.CROSS@MCTX.ORG

MONTGOMERY COUNTY MUD 108
1904 WEST GRAND PARKWAY NORTH
SUITE 100
KATY, TX 77449
CONTACT: DAVID RIVERA
PHONE: 713-953-5277
E-MAIL: DRIVERA@LJA.COM



VICINITY MAP (NTS)

SITE ADDRESS
4427 MAGNOLIA VILLAGE DR
MAGNOLIA, TX 77354
PARCEL ID - R529858, R529857

SHEET LIST TABLE

NO.	TITLE
1	COVER SHEET
2	ALTA-NSPS LAND TITLE SURVEY-1
2A	ALTA-NSPS LAND TITLE SURVEY-2
3	SITE PLAN
4	SITE DETAILS 1
5	SITE DETAILS 2
6	UTILITY PLAN
7	UTILITY DETAILS 1
8	UTILITY DETAILS 2
9	UTILITY DETAILS 3
10	GRADING PLAN
11	STORM DRAIN DETAILS-1
12	STORM DRAIN DETAILS-2
13	PROFILES
14	ESC PHASE 1
15	ESC PHASE 2
16	SWPPP DETAILS 1
17	SWPPP DETAILS 2
18	LANDSCAPE PLAN
19	LANDSCAPE DETAILS
20	SITE PHOTOMETRIC PLAN
21	SITE LIGHTING PLAN-1
22	SITE LIGHTING PLAN-2
23	IRRIGATION PLAN IR-1
24	IRRIGATION PLAN IR-2
25	IRRIGATION PLAN IR-3
26	IRRIGATION PLAN IR-4
27	IRRIGATION PLAN IR-5
28	IRRIGATION PLAN IR-6
29	STORM DRAIN CALCULATIONS-1
30	STORM DRAIN CALCULATIONS-2

GENERAL NOTES:

1. INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS AND FIELD CONDITIONS WHEN POSSIBLE, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES BY DIGGING TEST PITS BY HAND AT ALL UTILITY CROSSINGS WELL IN ADVANCE OF TRENCHING. IF THE CLEARANCES ARE LESS THAN SPECIFIED ON THE PLANS OR 12", WHICHEVER IS LESS, CONTACT FREELAND AND KAUFFMAN, INC. (864-233-5497) AND OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

2. THE CONTRACTOR SHALL INCLUDE IN HIS CONTRACT PRICE THE REMOVAL AND DISPOSAL OF ANY EXCESS TOPSOIL HE DETERMINES IS NOT REQUIRED TO PERFORM THE FINAL GRADING AND LANDSCAPING OPERATION.

3. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF ALL REQUIRED/NECESSARY SHEETING, SHORING, AND SPECIAL EXCAVATION MEASURES REQUIRED ON THE PROJECT TO MEET OSHA, FEDERAL, STATE AND LOCAL REGULATIONS PURSUANT TO THE INSTALLATION OF THE WORK INDICATED ON THE DRAWINGS. OWNER AND FREELAND AND KAUFFMAN, INC. ACCEPT NO RESPONSIBILITY FOR THE DESIGN TO INSTALL SAID ITEMS.

4. CALL UTILITY LOCATION SERVICE: UTILITY LOCATOR SERVICE 72 HOURS IN ADVANCE OF DIGGING 811.

5. ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE CURRENT LOWE'S SITE WORK SPECIFICATIONS.

6. ALL CURB/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR STATE/LOCAL ACCESSIBILITY CODE, WHICHEVER IS MORE RESTRICTIVE.

7. PRE-CAST DRAINAGE AND SANITARY SEWER STRUCTURES HAVE BEEN SPECIFIED ON THE PLANS. OWNER AND FREELAND AND KAUFFMAN, INC., HOWEVER, ASSUME NO RESPONSIBILITY FOR THESE STRUCTURES AS FIELD CONDITIONS DURING CONSTRUCTION OFTEN DICTATE MINOR ELEVATION ADJUSTMENTS. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY AND EXPENSE FOR MODIFYING THESE STRUCTURES TO ACCOMMODATE THESE FIELD ADJUSTMENTS.

8. THE CONTRACTOR SHALL INCLUDE IN THE CONTRACT PRICE DAILY RECORD KEEPING OF THE AS-BUILT CONDITION OF ALL OF THE UNDERGROUND UTILITIES, CONSTRUCTION STAKEOUT ASSOCIATED WITH THE PROJECT, PREPARATION OF THE NECESSARY/REQUIRED AS-BUILT WATER AND SEWER PLANS TO BE SUBMITTED TO CITY OF MAGNOLIA UTILITY DEPARTMENT AND/OR FDEP, ALL OTHER INFORMATION REQUIRED IN CONNECTION WITH OBTAINING PERMITS TO OPERATE AND RELEASE OF BONDS.

9. ALL WATER LINE AND SEWER LINE INSTALLATION SHALL CONFORM TO THE STANDARDS AND DETAILS OF THE CITY OF MAGNOLIA UTILITY DEPARTMENT AND/OR FDEP.

10. A COPY OF THE NPDES APPROVAL, NOTICE OF COVERAGE, AND THE STORM WATER POLLUTION PREVENTION PLAN MUST BE KEPT ON THE WORK SITE AND SHOWN UPON REQUEST.

11. THE CONTRACTOR SHALL INCLUDE IN THE CONTRACT PRICE ALL MATERIAL AND LABOR ASSOCIATED WITH THE TESTING OF THE WATER AND SEWER LINES REQUIRED BY CITY OF MAGNOLIA UTILITY DEPARTMENT AND/OR FDEP.

12. THE CONTRACTOR SHALL INCLUDE IN THE CONTRACT PRICE ANY DE-WATERING NECESSARY TO CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS.

13. EROSION & SEDIMENT CONTROL MEASURES MUST BE INSPECTED AND MAINTAINED REGULARLY TO INSURE THAT THE INTENDED PURPOSES ARE ACCOMPLISHED.

14. ALL DRAINAGE STRUCTURES MUST MEET TXDOT SPECIFICATIONS.

ENGINEER:

FREELAND & KAUFFMAN, INC.
209 WEST STONE AVENUE
GREENVILLE, SC 29609
ATTN: TODD SIMMONS, PE
PHONE: (864) 672-3426
E-MAIL: TSIMMONS@FK-INC.COM
TX FIRM LICENSE #139055

DEVELOPER:

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
ATTN: DAVID DEAL
PHONE: (704) 883-6814
E-MAIL: DAVID.S.DEAL@LOWES.COM

STATE OF TEXAS
BARRY J. SIMMONS
139055
LICENSED
PROFESSIONAL ENGINEER
10-12-2023

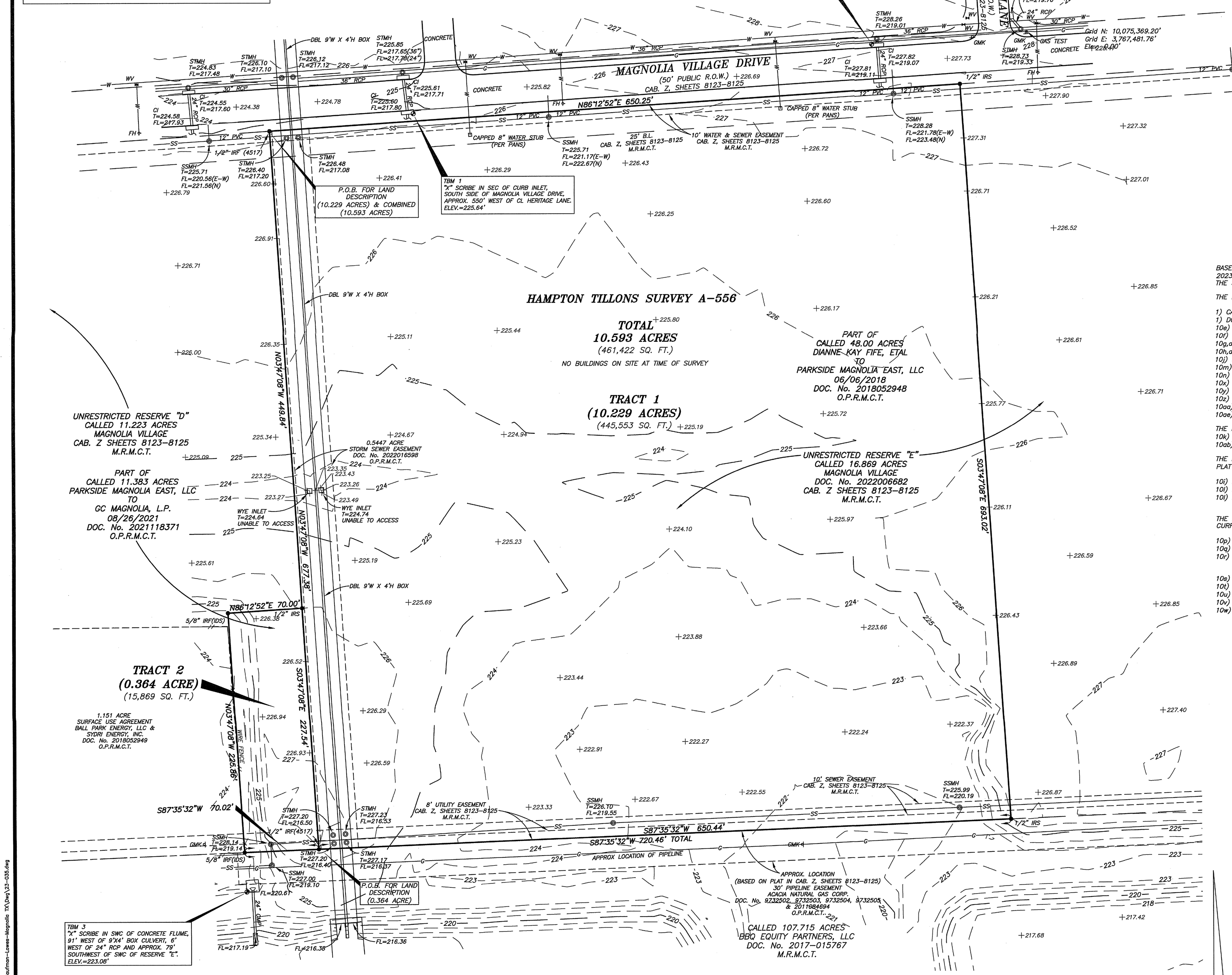
DATE	REVISIONS

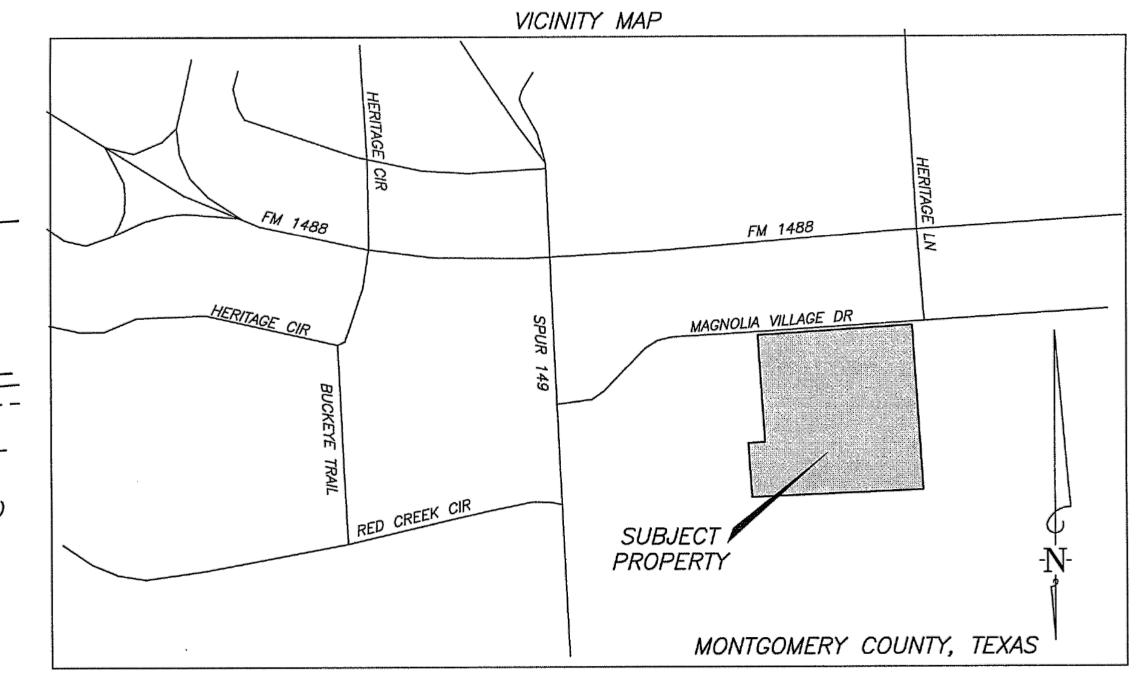
SHEET 1
OCTOBER 12, 2023

NOTE: THE VERTICAL DATUM OF THIS SURVEY IS 0.63' LOWER THAN THE SITE BENCHMARK SHOWN ON THE PLANS FOR PUBLIC ROADS, UTILITIES AND STORM DRAINAGE TO SERVE MAGNOLIA VILLAGE RETAIL CENTER.
PLAN BENCHMARK:
"CUT "X" ON THE SWC OF A CONCRETE BASE OF A TSCB PEDESTAL LOCATED AT THE SEC OF THE INTERSECTION OF FM 1488 & SPUR 149.
PLAN ELEVATION = 229.00'
NAVD 88 (2011 ADJUSTMENT) = 228.37' (THIS SURVEY DATUM)

FLOOD NOTE:

ACCORDING TO FIRM MAP COMMUNITY PANELS 48339C0485G, MAP REVISED AUGUST 18, 2014, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM SAID MAP, THIS IS NOT A DETERMINATION BY THE SURVEYOR AS TO WHETHER OR NOT THE SUBJECT PROPERTY WILL ACTUALLY EXPERIENCE FLOODING.





BASED ON COMMITMENT FOR TITLE INSURANCE GF No. SAT-41-4000412300748-CV, EFFECTIVE DATE AUGUST 2, 2023, ISSUED AUGUST 15, 2023 SUPPLIED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, THE EASEMENT DOCUMENTS LISTED IN SCHEDULE "B" THEREIN AFFECTING THE SUBJECT PROPERTY ARE SHOWN BELOW:

THE FOLLOWING INSTRUMENTS DO AFFECT THE SUBJECT PROPERTY

1) CAB. Z, SHEETS 8123-8125 – PLAT OF MAGNOLIA VILLAGE (BOTH TRACTS)
1) DOC. No. 2021118370 – DECLARATION OF ACCESS, UTILITIES DRAINAGE EASEMENTS, COVENANTS AND CONDITIONS (BOTH TRACTS)
10e) CAB. Z, SHEETS 8123-8125 – PLAT OF MAGNOLIA VILLAGE (25' BUILDING LINE) (TRACT 1)
10f) CAB. Z, SHEETS 8123-8125 – PLAT OF MAGNOLIA VILLAGE (10' WATER & SEWER EASEMENT) (TRACT 1)
10g,ad) CAB. Z, SHEETS 8123-8125 – PLAT OF MAGNOLIA VILLAGE (10' SEWER EASEMENT) (BOTH TRACTS)
10h,ac) CAB. Z, SHEETS 8123-8125 – PLAT OF MAGNOLIA VILLAGE (8 UTILITY EASEMENT) (BOTH TRACTS)
10j) DOC. No. 2018052949 – 0.153 ACRE SURFACE USE AGREEMENT
10m) DOC. No. 2021118370 – DECLARATION OF ACCESS, UTILITIES AND DRAINAGE EASEMENTS, COVENANTS AND CONDITIONS (BOTH TRACTS)
10n) DOC. No. 2022016598 – 0.5447 ACRE STORM SEWER EASEMENT (TRACT 1)
10x) DOC. No. 2019021395 – ORDINANCE No. O-2019-006 ANNEXATION TO CITY OF MAGNOLIA, TX (BOTH TRACTS)
10y) DOC. No. 2020015213 – ORDER ADDING LAND TO MONTGOMERY CO. MUNICIPAL UTILITY DISTRICT 108 (BOTH TRACTS)
10z) DOC. No. 2023047453 – WAIVER OF SPECIAL APPRAISAL FOR MONTGOMERY CO. MUNICIPAL UTILITY DISTRICT 108 (BOTH TRACTS)
10aa) DOC. No. 2023038910 – PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (BOTH TRACTS)
10ae) DOC. No. 2021118371 – WARRANTY DEED (11.383 ACRES) (TRACT 2)

THE FOLLOWING INSTRUMENTS DO NOT AFFECT THE SUBJECT PROPERTY
10k) VOL. 106 PG. 405 EASEMENT TO SINCLAIR PIPELINE CO. (PARTIAL RELEASED IN DOC. No. 2019010568)
10ab) DOC. No. 20211699596 – BLANKET EASEMENT TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

THE FOLLOWING INSTRUMENTS ARE BLANKET EASEMENTS ACROSS A 100 ACRE TRACT, BASED SOLELY ON THE LOCATION AS SHOWN ON THE PLAT OF MAGNOLIA VILLAGE, RECORDED IN DOC. No. 2022006682 (CAB. Z, SHEETS 8123-8125), DO NOT AFFECT THE SUBJECT PROPERTY

10i) DOC. No. 9411414 – 30' EASEMENT TO WINNIE PIPELINE COMPANY (BLANKET)
10l) DOC. No. 9732502, 9732503, 9732504 AND 9732505 – 30' EASEMENT TO ACACIA NATURAL GAS CORP. (BLANKET)
10l) DOC. No. 2011084694 – ASSIGNMENT TO SOUTHWESTERN GAS PIPELINE, INC.

THE FOLLOWING INSTRUMENTS AS THEY PERTAIN TO ANY OIL, GAS OR MINERAL INTEREST IS NOT ADDRESSED HEREIN, THEREFORE THE CURRENT AFFECT ON THE SUBJECT PROPERTY HAS NOT BEEN DETERMINED BY THIS SURVEY.

10p) VOL. 130 PG. 359, VOL. 217 PG. 178, VOL. 331 PG. 257
10q) VOL. 326 PG. 238, DOC. No. 2000-039041, DOC. No. 2000-039042, DOC. No. 2000-039043
10r) VOL. 724 PG. 347, DOC. No. 9156451, DOC. No. 9301403, DOC. No. 9462612, DOC. No. 9539591
DOC. No. 9715928, DOC. No. 9733112, DOC. No. 9809847, DOC. No. 9818109, DOC. No. 9890417
DOC. No. 99014119, DOC. No. 2002-006787, DOC. No. 2015034597, DOC. No. 2015034598, DOC. No. 2015034599
10s) DOC. No. 2018052948
10t) VOL. 237 PG. 468
10u) DOC. No. 9300578
10v) DOC. No. 9052475, DOC. No. 9052476
10w) DOC. No. 9139611

SEE SHEET 2 OF 2 FOR LAND DESCRIPTIONS

To: Lowe's Home Centers, LLC and Fidelity National Title Insurance Company

I Joe W. Clark, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on 06/13/2023.

Joe W Clark 09/12/2023
Joe W. Clark
Registered Professional Land Surveyor No. 4366

STATE OF TEXAS – REGISTERED – JOE W. CLARK – 4366 – PROFESSIONAL LAND SURVEYOR

NOTE:
UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON A COMBINATION OF VISIBLE FIELD SURVEY DATA, SUPPLIED UTILITY MAPS AND MARKED LOCATION BY THE UTILITY OWNERS. THE UTILITIES SHOWN MAY NOT REFLECT ALL UNDERGROUND UTILITIES IN THE AREA. SURVEYOR DID NOT PHYSICALLY ENTER MANHOLES, CURB INLETS OR GRATE INLETS. UNDERGROUND PIPE SIZES AND FLOWLINE ELEVATIONS WERE DETERMINED BY A "MEASURE DOWN" METHOD FROM RIM OR TOP OF STRUCTURE AND DEPENDING ON THE CONDITIONS, MAY BE APPROXIMATE. PRIOR TO ANY CONSTRUCTION, THESE UTILITIES SHOULD BE VERIFIED BY LOCAL UTILITY COMPANIES AND AUTHORIZED EXPOSURE WHERE PRECISE ELEVATION OR LOCATION ARE CRITICAL.

SYMBOL LEGEND

- SS — SANITARY SEWER
- W — WATER LINE
- UGT — UNDERGROUND TELEPHONE
- FOC — UNDERGROUND FIBER OPTIC CABLE
- UGE — UNDERGROUND ELECTRIC
- G — GAS PIPELINE
- IRF ● IRON ROD FOUND W/4517 OR IDS CAP
- IRS ● IRON ROD SET W/SUMMIT CAP
- GMK GAS MARKER
- SSMH SANITARY SEWER MANHOLE
- CO SANITARY SEWER CLEAN-OUT
- STMH STORM MANHOLE
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- BENCHMARK
- T= TOP
- FL= FLOWLINE

Bearings are based on the Texas State Plane Coordinate System, NAD83 Grid Texas Central Zone (SPC TX4203) Units are in U.S. Survey Feet.

Vertical Datum: NAVD 88 based on GPS observations

ALTA/NSPS LAND TITLE SURVEY
10.593 ACRES
HAMPTON TILLONS SURVEY A-556
MONTGOMERY COUNTY, TEXAS

REVISIONS	DATE	BY
PRELIMINARY ISSUE	08/21/23	JWC
ISSUED	09/12/23	JWC

Summit Surveying, Inc.
Land Boundary • Topography • GPS • Geodetic
2040 Deerbrook Drive, Tyler, Texas 75703 • (903)-561-9544
TBPLS Firm No. 10081000

ALTA/NSPS LAND TITLE SURVEY
10.593 ACRES
HAMPTON TILLONS SURVY A-556
MONTGOMERY COUNTY, TEXAS

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PROJECT MGR.	PROJECT TECH.	CHECKED BY	JOB NO.
JWC	JWC	MLN	23-035

SUMMIT DRAWING NO. K:\2023\23-035 Freeland & Kaufman-Lowes-Magnolia TX\Dwg\23-035.dwg

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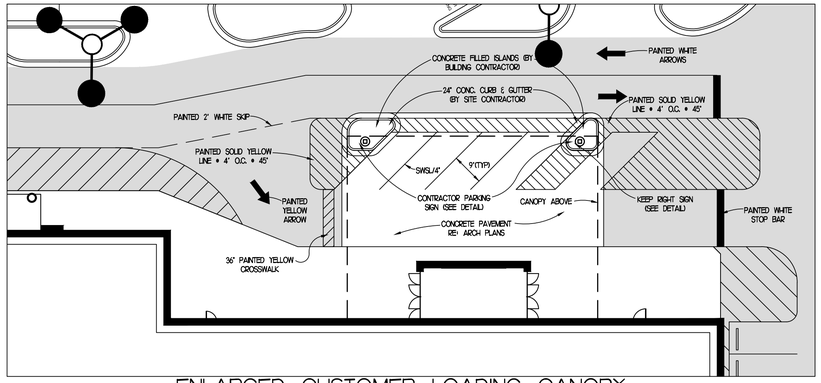
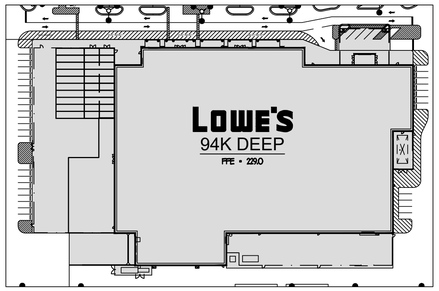


ENLARGED CUSTOMER LOADING CANOPY

SCALE = 1:20



BUILDING LIMITS

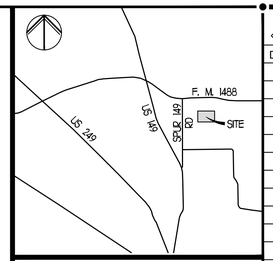
NOT TO SCALE

SITE DATA

ADDRESS: 4427 MAGNOLIA VILLAGE DRIVE, MAGNOLIA, TEXAS 77354
PROJECT AREA: ±10.59 AC
USE: EXISTING-VACANT / PROPOSED-RETAIL
PARCEL ID - R529858, R529857
TAX PARCEL: 7109-00-00400, 7109-00-00300
ZONING: PD OVERLAY ZONING DISTRICT "PD-1"
LEGAL DESCRIPTION: 5710900-MAGNOLIA VILLAGE-RES "D" AND "E"
REQUIRED SETBACKS: FRONT - 25', SIDE - 5', REAR - 10'
REQUIRED BUFFER: SIDE - 5', FRONT - 20'
LOT COVERAGE - N/A
OPEN SPACE REQUIREMENT
REQUIRED: 20% OF THE GROSS ACREAGE OF THE PD
OPEN SPACE PROVIDED (FOR LOWE'S TRACT) - 49,316 SF (1.13 AC)

PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE



VICINITY MAP
NTS

REVISIONS

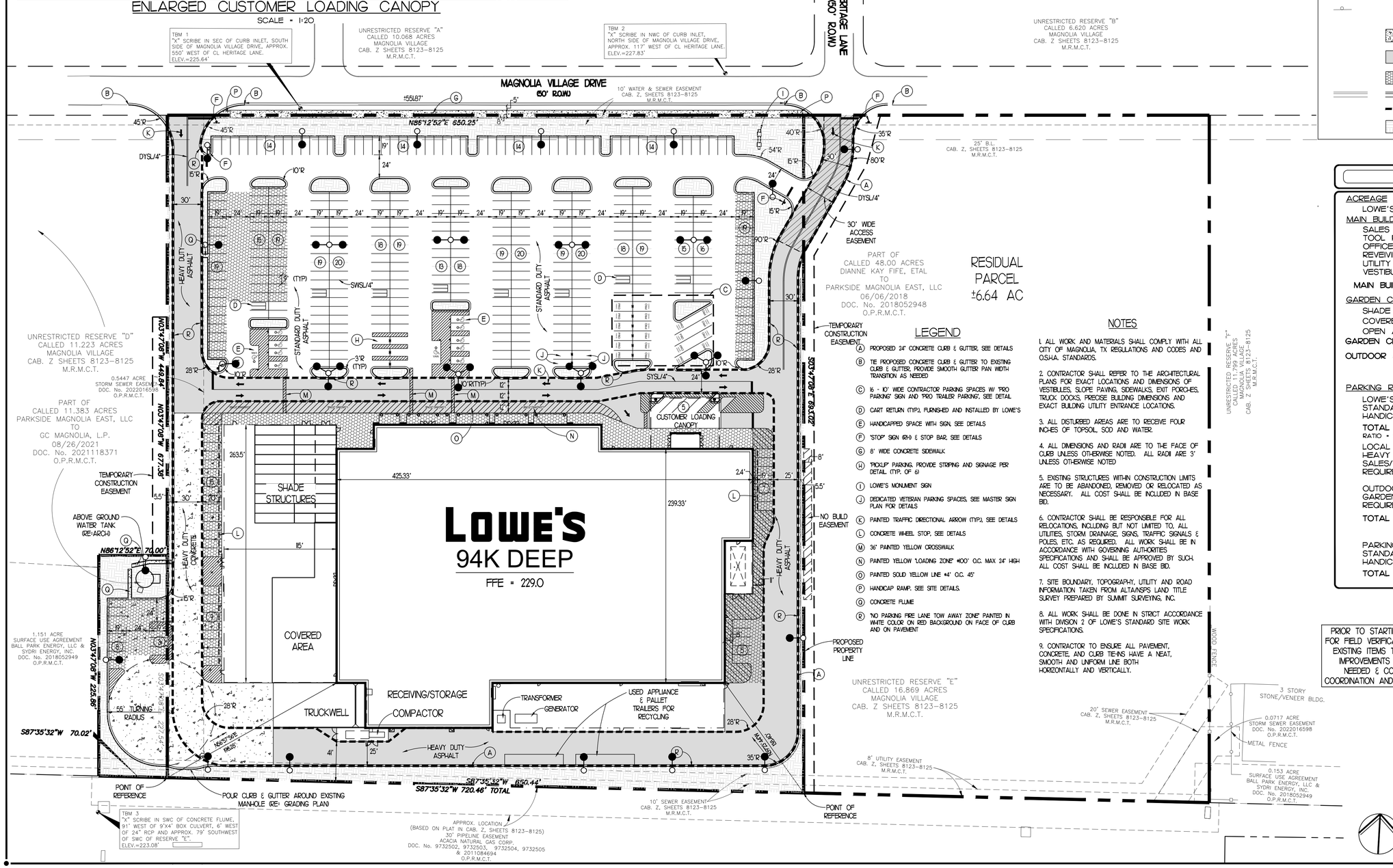
◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(10)	(10)	NUMBER OF SPACES PER ROW
		CART CORRAL
		SIGN
		HANDICAP SYMBOL
		HD CONCRETE PAVEMENT
		HEAVY DUTY ASPHALT PAVING
		OUTDOOR SALES/DISPLAY AREA
		CURB & GUTTER
		FIRE LANE STRIPING
		OPEN SPACE

STATE OF TEXAS
BARRY SIMMONS
139555
LICENSED PROFESSIONAL ENGINEER
10-12-2023



LEGEND

(A) PROPOSED 24" CONCRETE CURB & GUTTER, SEE DETAILS
(B) TIE PROPOSED CONCRETE CURB & GUTTER TO EXISTING CURB & GUTTER. PROVIDE SMOOTH GUTTER PAN WIDTH TRANSITION AS NEEDED
(C) 16 - 10' WIDE CONTRACTOR PARKING SPACES W/ "PRO PARKING" SIGN AND "PRO TRAILER PARKING", SEE DETAIL
(D) CART RETURN (TYP.), FURNISHED AND INSTALLED BY LOWE'S
(E) HANDICAPPED SPACE WITH SIGN, SEE DETAILS
(F) "STOP" SIGN (R1-1) & STOP BAR, SEE DETAILS
(G) 8' WIDE CONCRETE SIDEWALK
(H) "PICKUP" PARKING. PROVIDE STRIPING AND SIGNAGE PER DETAIL (TYP. OF 6)
(I) LOWE'S MONUMENT SIGN
(J) DEDICATED VETERAN PARKING SPACES, SEE MASTER SIGN PLAN FOR DETAILS
(K) PAINTED TRAFFIC DIRECTIONAL ARROW (TYP.), SEE DETAILS
(L) CONCRETE WHEEL STOP, SEE DETAILS
(M) 36" PAINTED YELLOW CROSSWALK
(N) PAINTED YELLOW "LOADING ZONE" #100' O.C. MAX 24" HIGH
(O) PAINTED SOLID YELLOW LINE #4" O.C. 45°
(P) HANDICAP RAMP, SEE SITE DETAILS.
(Q) CONCRETE FLUME
(R) "NO PARKING FIRE LANE TOW AWAY ZONE" PAINTED IN WHITE COLOR ON RED BACKGROUND ON FACE OF CURB AND ON PAVEMENT

NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF MAGNOLIA, TX REGULATIONS AND CODES AND O.S.H.A. STANDARDS.

2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.

3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD AND WATER.

4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADII ARE 3' UNLESS OTHERWISE NOTED

5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.

7. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM ALTA/NSPS LAND TITLE SURVEY PREPARED BY SUMMIT SURVEYING, INC.

8. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH DIVISION 2 OF LOWE'S STANDARD SITE WORK SPECIFICATIONS.

9. CONTRACTOR TO ENSURE ALL PAVEMENT, CONCRETE, AND CURB TIE-INS HAVE A NEAT, SMOOTH AND UNIFORM LINE BOTH HORZONTALLY AND VERTICALLY.

SITE DATA

ACREAGE	
LOWE'S TRACT	±10.59 AC
MAIN BUILDING:	
SALES FLOOR	95,144 S.F.
TOOL RENTAL	2,326 S.F.
OFFICE	3,249 S.F.
REVEIVING/STORAGE	5,958 S.F.
UTILITY ROOMS	1,715 S.F.
VESTIBULES	1,438 S.F.
MAIN BUILDING TOTAL	109,830 S.F.
GARDEN CENTER:	
SHADE STRUCTURES	5,327 S.F.
COVERED AREA	11,374 S.F.
OPEN AREA	13,659 S.F.
GARDEN CENTER TOTAL	30,360 S.F.
OUTDOOR SALES TOTAL	37,518 S.F.
PARKING REQUIREMENTS:	
LOWE'S PARKING REQ'D:	
STANDARD	313
HANDICAPPED	11
TOTAL PARKING REQ'D	324
RATIO = 2.95 (SPACES/1000 SF)	
LOCAL PARKING REQ'D: HEAVY RETAIL/HOME CENTER SALES/TOOL RENTAL/OFFICE REQUIRED PARKING (1/250 SF)	403
OUTDOOR SALES OR DISPLAY AREA GARDEN CENTER REQUIRED PARKING (1/1000 SF)	30
TOTAL PARKING REQ'D	433
PARKING PROVIDED:	
STANDARD	422
HANDICAPPED	11
TOTAL PARKING PROVIDED	433

PRIOR TO STARTING WORK, CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING CONDITIONS. ALL EXISTING ITEMS THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE RELOCATED/REMOVED AS NEEDED & CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION AND FOR INCLUDING ALL COSTS IN BASE BID.

0 50 100
SCALE 1" = 50'

FREELAND and KAUFFMAN, INC.
Engineers * Landscape Architects
209 West Stone Avenue
Greenville, South Carolina 29609
(864) 233-5497

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000 (PH.)

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LOWE'S

SITE PLAN

LOWES OF: MAGNOLIA, TX
CITY OF MAGNOLIA, TEXAS

DRAWN BY: JAC
CHECKED BY: BTS

ORIGINAL ISSUE DATE:	10/12/2023
PERMIT SET ISSUE DATE:	
CONSTRUCTION SET ISSUE DATE:	
DRAWING NUMBER:	3

City of Magnolia

18111 Buddy Riley Blvd.
Magnolia, Texas 77354

10/9/23

Re: Salad & Go
13345 FM 1488, Magnolia, Texas 77354
Plan Review Comments (Site Plan)

Response From City Engineer: Revise and Resubmit

Project approval will not be put on the agenda for the Planning and Zoning Commission until plan revisions are completed, resubmitted and approved by City Engineer. Resubmittal is subject to a full review and, if necessary, additional comments.

Comments:

1. Re: Sheet Nos. C-14 and C-15. The time of concentrations listed in the low and mid 20 minutes are long for a commercial site this size. Please adjust the times appropriately or supply detailed calculations that substantiate these calculated times.

2. Submit a photometric plan and lighting notes/details for site lighting.

3. Re: Sheet No. C-12. Connection between 6" san sewer yard line and existing 8" san sewer stub on south side of lot to be made with a 8"X6" PVC, Gasketed Eccentric Bell Reducer.

4. Provide embedment and backfill detail for HDPE storm sewer pipe.

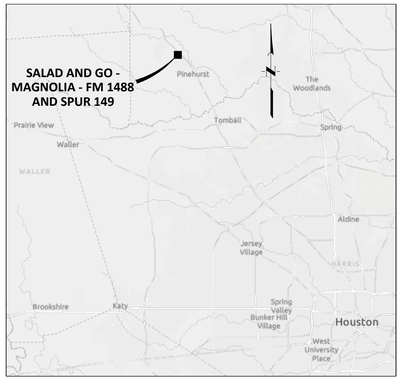
5. Re: Sheet C-15. For connecting 18" HDPE storm sewer to 36" RCP storm sewer, make connection using a concrete junction box instead of a HDPE X RCP wye connection (southwest corner of lot).

6. Re: Sheet C-12. 1" water meter(s) are to be provided and installed by City of Magnolia. All other portions of water services (i.e. taps, service line, meter settings, meter boxes, etc.) to be provided and installed by owner's contractor.

7. City personnel do not perform a plan review to confirm compliance with Texas Accessibility Standards (TAS). It is the responsibility of the owner and/or design professional to follow the procedures of the Texas Department of Licensing and Regulation - Architectural Barriers Program and comply with TAS. Please confirm and acknowledge.

Prepared By:
Timothy W. Robertson, P.E.
City Engineer
M: 979-551-6868
E: trobertson@cityofmagnolia.com
October 9, 2023

CONSTRUCTION
OF
CIVIL SITE WORK
FOR
SALAD AND GO - MAGNOLIA - FM 1488 AND SPUR 149
FOR
AND GO CONCEPTS LLC, dba SALAD AND GO
13345 FM 1488
MAGNOLIA, TEXAS 77354
MONTGOMERY COUNTY, TEXAS



AREA MAP

LANDLORD
GC MAGNOLIA, LP
788 W.SAM HOUSTON PKWY NORTH
SUITE 206
HOUSTON, TEXAS 77024
TEL (713) 412-5873
EMAIL: DAVID.GREEN@GULFCOASTCG.COM
CONTACT: DAVID GREEN

DEVELOPER
AND GO CONCEPTS, LLC dba SALAD AND GO
5555 EAST VAN BUREN STREET
PHOENIX, ARIZONA 85008
TEL (410) 371-1563
CONTACT: MATTHEW COPENHAVER

ARCHITECT
ROGUE ARCHITECTS
513 MAIN STREET,
SUITE 300
FORT WORTH, TEXAS 76102
TEL (817) 820-0433
CONTACT: ASHLEY BLOMMER

CIVIL ENGINEER
QUIDDITY ENGINEERING
4500 MERCANTILE PLAZA DRIVE,
SUITE 210
FORT WORTH, TEXAS 76137
TEL (682) 268-2200
CONTACT: RYAN J. ALCALA, PE

LANDSCAPE
AWR DESIGNS, LLC
P.O. BOX 1746
ALEDO, TEXAS 76008
TEL (512) 517-5589
CONTACT: AMANDA W. RICHARDSON

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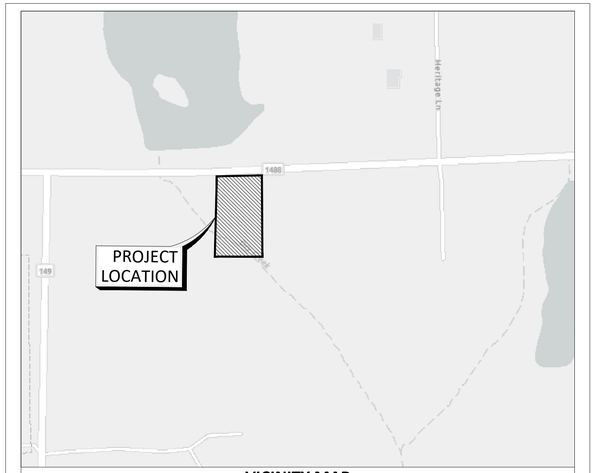

ZIP CODE: 77354 **VICINITY MAP** N.T.S. PROPERTY NUMBER: 7109-00-00100

INDEX OF DRAWINGS

Sheet Number	Sheet Title
C-1	COVER
C-2	MAGNOLIA VILLAGE RECORDED PLAT (1 OF 3)
C-3	MAGNOLIA VILLAGE RECORDED PLAT (2 OF 3)
C-4	MAGNOLIA VILLAGE RECORDED PLAT (3 OF 3)
C-5	TOPOGRAPHIC SURVEY
C-6	GENERAL CONSTRUCTION NOTES
C-7	SITE PLAN
C-8	EXISTING CONDITIONS AND DEMOLITION PLAN
C-9	STORM WATER POLLUTION PREVENTION PLAN
C-10	STORM WATER POLLUTION PREVENTION DETAILS
C-11	DIMENSION CONTROL AND PAVING PLAN
C-12	UTILITY PLAN
C-13	EXISTING DRAINAGE AREA MAP
C-14	PROPOSED DRAINAGE AREA MAP
C-15	STORM PLAN
C-16	GRADING PLAN
C-17	PAVING DETAILS
C-18	CITY OF MAGNOLIA STANDARD DETAILS
C-19	MISCELLANEOUS DETAILS
L1.01	LANDSCAPE PLAN
L1.02	LANDSCAPE SPECIFICATIONS AND DETAILS
L2.01	IRRIGATION PLAN
L2.02	IRRIGATION SPECFICIATIONS AND DETAILS

ACCORDING TO MAP NO. 48339C0485G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREA OF MINIMAL FLOOD HAZARD.

No.	Date	REVISIONS	App.

NOVEMBER 2023

PREPARED BY
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
4500 Mercantile Plaza Drive, Suite 210•Fort Worth, Texas 76137•682.268.2200

JOB NUMBER 17007-0104-00

STATE OF TEXAS
AARON C. HAWKINS
149709
LICENSED
PROFESSIONAL ENGINEER
Aaron Hawkins 11/08/2023

QUIDDITY
FORT WORTH, TEXAS
JOB NUMBER 17007-0104-00

CIVIL SITE WORK - SALAD AND GO - MAGNOLIA - FM 1488 AND SPUR 149

SHEET NO. **C-1**
OF C-19

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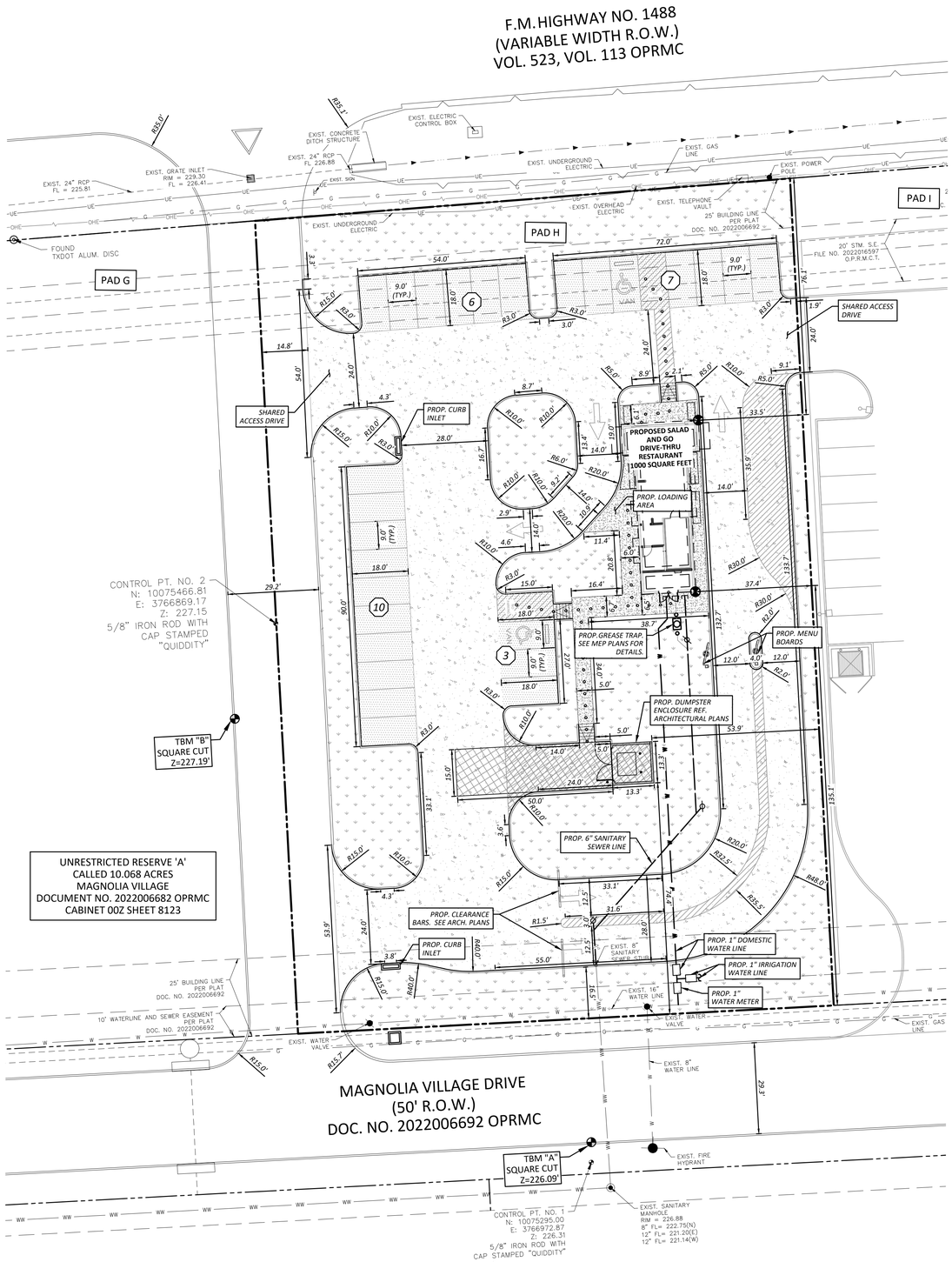
K:\17007\17007-0104-00 Salad and Go – FM 1488 and Spur 149 – Ma\2 Design Phase\CAD\Plans\Site\17007-0104 COVER.dwg ACH: November 09, 2023

SITE DATA BASED ON SALAD AND GO PROPOSED DEVELOPMENT MAGNOLIA VILLAGE BLOCK 1 RESERVE A, PAD H	
GENERAL	
EXISTING ZONING:	AUTO URBAN COMMERCIAL (AC) WITH SEMI-URBAN RESIDENTIAL
PROPOSED ZONING:	AUTO URBAN COMMERCIAL (AC) WITH SEMI-URBAN RESIDENTIAL
CURRENT USE:	EMPTY PAD LOT
PROPOSED USE:	DRIVE-THRU RESTAURANT
OVERALL SITE	
GROSS SITE AREA:	1.045 ACRES (45,508 SQUARE FEET)
SITE FRONTAGE:	172.5 FEET
SITE WIDTH:	172.5 FEET
SITE DEPTH:	262 FEET
IMPERVIOUS COVER:	29,717 SQUARE FEET (0.682 ACRES)
PERVIOUS COVER:	15,791 SQUARE FEET (0.363 ACRES)
BUILDING DATA	
BUILDING AREA:	780 SQUARE FEET
BUILDING HEIGHT:	20 FEET (1 STORY)
BUILDING COVERAGE:	1.71%
FLOOR:AREA RATIO	0.017 : 1

PROPERTY DEVELOPMENT REGULATIONS	REQUIRED	PROPOSED
FRONT SETBACK:	25 FEET	75 FEET
SIDE SETBACK:	5 FEET (YARD) & 10 FEET (STREET)	33.5 FEET & 114 FEET
REAR SETBACK:	10 FEET	135 FEET
LANDSCAPE AREA:	0.157 ACRES (15%)	0.363 ACRES (34.7%)
PARKING SPACE RATIO:	1/200 SF	1/38 SF
PARKING SPACE:	5 SPACES	26 SPACES
ADA PARKING SPACES:	1 SPACE	2 SPACES

UTILITY PROVIDERS	
SANITARY SEWER	MUD 108
WATER	MUD 108
TELEPHONE	HOUSTON LIGHTING & POWER
GAS	*NO ONSITE GAS*



BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88, DERIVED FROM GPS OBSERVATIONS PROCESSED USING OPUS (ONLINE POSITIONAL USER SERVICES) DATA PROCESSING TOOL (WWW.NGS.NOAA.GOV/OPUS/)

TBM A

BEING AN SQUARE CUT ON TOP OF CURB LOCATED ON THE SOUTH SIDE OF THE DRIVEWAY ENTRANCE DRIVE FROM MAGNOLIA VILLAGE, APPROXIMATELY 80 FEET WEST OF THE SOUTHEAST CORNER OF THE SUBJECT TRACK ALONG THE PROPERTY LINE AND 40 FEET SOUTH OF THE SUBJECT TRACT. ELEVATION 226.09 FEET, NAVD 88 (2011 ADJUSTMENT).

TBM B

BEING AN SQUARE CUT ON TOP OF CURB LOCATED ON THE WEST SIDE OF THE ENTRANCE DRIVE FROM F.M. HIGHWAY 1488, APPROXIMATELY 160 FEET SOUTH OF NORTHWEST CORNER OF THE SUBJECT TRACK ALONG THE PROPERTY LINE AND 15 FEET WEST OF THE SUBJECT TRACT. ELEVATION 227.19 FEET, NAVD 88 (2011 ADJUSTMENT).

FEMA FLOOD STATEMENT

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0 5 10 20 40 60

SCALE: 1" = 20'

LEGEND

- PROPERTY LINE
- PROP. BARRIER FREE RAMP
- PARKING COUNT
- ADA ROUTE
- BUILDING CORNERS
- PROP. 5" REINFORCED CONCRETE PAVEMENT
- PROP. 6" REINFORCED CONCRETE PAVEMENT
- PROP. 7" REINFORCED CONCRETE PAVEMENT
- PROP. SIDEWALK
- PROP. LANDSCAPE AREA
- EXIST. OVERHEAD POWER
- PROP. MENU BOARD

NOTES

1. ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED.
2. ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE.
3. SEE ARCHITECT PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. CONTRACTOR TO USE CARE NOT TO DISTURB EXISTING LANDSCAPING OUTSIDE DISTURBED AREA. IF DISTURBED, CONTRACTOR TO RESTORE TO ORIGINAL CONDITIONS OR BETTER.
5. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UTILITIES.
6. REFERENCE ARCHITECT PLANS FOR SIGNAGE.

OWNER
GULF COAST CRE
788 W. SAM HOUSTON PKWY NORTH
SUITE 206
HOUSTON, TEXAS 77024
TEL (713) 292-0960
CONTACT: DANNY MILLER

ENGINEER
QUIDDITY, INC.
4500 MERCANTILE PLAZA DRIVE
SUITE 210
FORT WORTH, TEXAS 76137
TEL (972) 265-7190
CONTACT: RYAN ALCALA, PE

CAUTION: EXISTING GAS FACILITIES IN AREA

CAUTION: OVERHEAD ELECTRIC

CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, CONSTRUCTION AND ALL ACTIVITIES ON SITE AND STAY AWAY FROM ALL OVERHEAD POWER. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS DEALING WITH CLEARANCES AND CONSTRUCTION ACTIVITIES.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

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QUIDDITY
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4500 Mercantile Plaza Drive, Suite 210• Fort Worth, Texas 76137 • 682.268.2200

SCALE:	AS SHOWN	DESIGNED BY:	HTF
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STATE OF TEXAS
AARON C. HAWKINS
149709
LICENSED PROFESSIONAL ENGINEER
Aaron Hawkins 11/08/2023

SALAD AND GO - MAGNOLIA - FM 1488 AND SPUR 149
13345 FM 1488, MAGNOLIA, TX 77354

SITE PLAN

BLOCK 1, RESERVE A, PAD H
MAGNOLIA VILLAGE
11345 FM 1488
MAGNOLIA, TX 77354

SHEET NO. C-7 OF C-19

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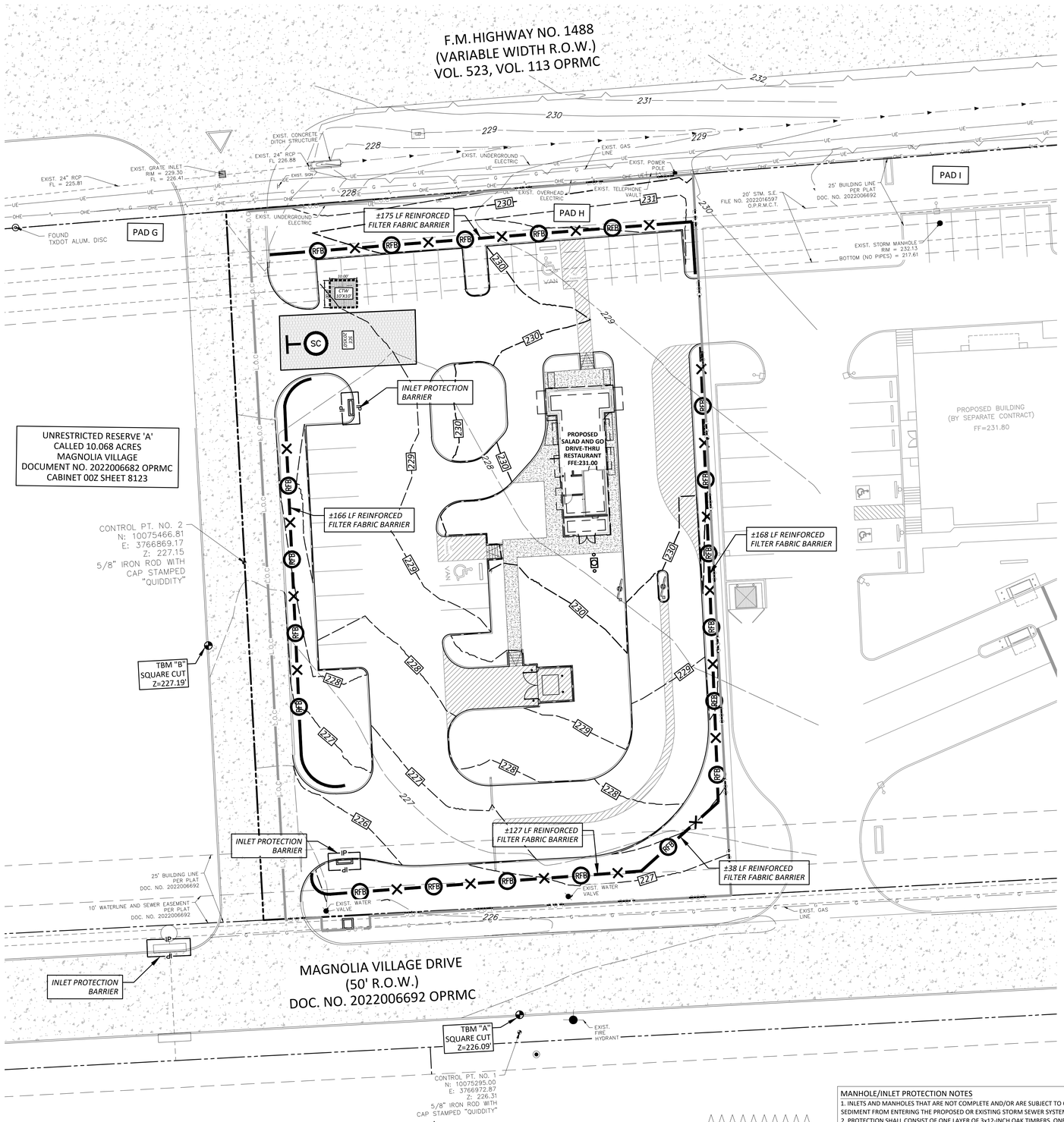
K:\17007\17007-0104-00 salad and go – fm 1488 and spur 149 – ma\2 design phase\CAD\Plans\Site\17007-0104 SITE PLAN.dwg HTF: November 08, 2023



ON-SITE DISTURBED AREA	*1.045 AC*
OFF-SITE DISTURBED AREA	*0.00 AC*
TOTAL DISTURBED AREA	1.045 AC

SEE SHEET C-10 FOR STORM WATER POLLUTION PREVENTION DETAILS.

ALL INLETS WITHIN PROPOSED PAVING AREA WILL REQUIRE BOTH STAGE I AND STAGE II INLET PROTECTION.

CAUTION: EXISTING GAS FACILITIES IN AREA

BENCHMARK

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FEMA FLOOD STATEMENT

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0 5 10 20 40 60

SCALE: 1" = 20'

LEGEND

- LIMITS OF CONSTRUCTION
- REINFORCED FILTER FABRIC BARRIER
- EXIST. MAJOR CONTOUR
- EXIST. MINOR CONTOUR
- PROP. MAJOR CONTOUR
- PROP. MINOR CONTOUR
- CONCRETE TRUCK WASHOUT AREA
- STABILIZED CONSTRUCTION ACCESS
- INLET PROTECTION BARRIER

INSTALLATION SEQUENCE

UTILITY CONTRACTOR:

1. INSTALL SC AT START OF CONSTRUCTION
2. INSTALL IPB FOR EXISTING GRATE AND CURB INLETS
3. INSTALL SBF AND RFB AT DESIGNATED LOCATIONS

PAVING CONTRACTOR:

4. MAINTAIN EXISTING FACILITIES

UTILITY CONTRACTOR:

5. MAINTAIN IPB FOR EXISTING INLETS UPON COMPLETION OF PAVING
6. INSTALL RFB ALONG ALL BACK OF CURB UPON COMPLETION OF PAVING
7. HYDRO-MULCH SEEDING

UTILITY AND PAVING CONTRACTOR TO FOLLOW ALL PROTECTION REQUIREMENTS AND COMPLETE ALL FORMS AS LISTED IN BOUND SWPPP.

EROSION AND SEDIMENTATION CONTROL NOTES

1. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AT LOCATION SHOWN ON PLANS.
2. CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENTATION CONTROL SYSTEMS SPECIFIED HEREIN, AT A MINIMUM OF ONCE EVERY CALENDAR DAY.
3. CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEM THROUGHOUT THE DURATION OF THE CONTRACT. (NO SEPARATE PAY).
4. CONTRACTOR SHALL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS.
5. CONTRACTOR SHALL LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. CONTRACTOR SHALL USE SILT FENCING, HAY BALES, OR BERMS AROUND FUEL STORAGE AREAS. (NO SEPARATE PAY).
6. CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY, AND IN WRITING, OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTION TAKEN TO REMEDY THE PROBLEM.
7. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF HIS FUELS, MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER. (NO SEPARATE PAY).
8. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE ENVIRONMENTAL LAWS.
9. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY MAINTAINED SANITARY FACILITIES.
10. AT COMPLETION OF THE CONTRACT, OWNER AND/OR OWNER'S REPRESENTATIVE WITH THE CONTRACTOR SHALL EXAMINE EROSION AND SEDIMENTATION CONTROL SYSTEM BEFORE RELIEVING CONTRACTOR OF HIS MAINTENANCE RESPONSIBILITIES.
11. IF EROSION AND SEDIMENTATION CONTROL SYSTEM IS EXISTING FROM PRIOR CONTRACTS, OWNER AND/OR OWNER'S REPRESENTATIVES WITH THE CONTRACTOR SHALL EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEM FOR DAMAGE PRIOR TO CONTRACTOR STARTING CONSTRUCTION OF THE CONTRACT. ANY DAMAGE NOTED AT THIS TIME SHALL BE REPAIRED AT OWNER'S EXPENSE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR STREET CLEANING, ON A DAILY BASIS, ALL MUD AND DIRT DEPOSITED ON THE EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY.
13. IF PAVING CONTRACTOR REMOVES OR PUNCTURES TIMBER GRATE TO ESTABLISH DRAINAGE, INLET MUST BE SURROUNDED BY FILTER FABRIC FENCE AS SHOWN IN DETAIL ON THIS SHEET.
14. EROSION CONTROL DEVICES AS SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
15. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY OF MAGNOLIA ENGINEERING DIVISION.
16. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
17. IF OFF-SITE SOIL BORROW OR SPOIL SITES ARE USED IN CONJUNCTION WITH THIS PROJECT, THIS INFORMATION SHALL BE DISCLOSED AND SHOWN ON THE EROSION CONTROL PLAN. OFF-SITE BORROW AND SPOIL AREAS ARE CONSIDERED A PART OF THE PROJECT SITE AND THEREFORE SHALL COMPLY WITH THE CITY OF MAGNOLIA EROSION CONTROL REQUIREMENTS. THESE AREAS SHALL BE STABILIZED WITH PERMANENT GROUND COVER PRIOR TO FINAL APPROVAL OF THE PROJECT.

MANHOLE/INLET PROTECTION NOTES

1. INLETS AND MANHOLES THAT ARE NOT COMPLETE AND/OR ARE SUBJECT TO CONVEYING STORM WATER FLOWS ARE TO BE PROTECTED TO PREVENT SEDIMENT FROM ENTERING THE PROPOSED OR EXISTING STORM SEWER SYSTEM.
2. PROTECTION SHALL CONSIST OF ONE LAYER OF 3x12-INCH OAK TIMBERS, ONE (1) INCH APART, COVERED WITH ONE LAYER OF WOVEN POLYPROPYLENE OR POLYESTER FILTER FABRIC (EXXON GTF 100s, PHILLIPS SUPAC 4WS[UV] OR APPROVED EQUAL) HELD IN PLACE WITH 1/2" STAPLES. TIMBERS SHALL BE HELD IN PLACE WITH TWO (2) 2x4's NAILED SECURELY TO EACH TIMBER OVER THE FILTER FABRIC. THE FILTER FABRIC SHALL EXTEND BEYOND THE PERIMETER OF THE OAK TIMBERS AS TO ENSURE ONE (1) FOOT OF BURY BETWEEN THE MANHOLE OR INLET AND THE SURROUNDING SOIL AS SHOWN.
3. FILTER FABRIC TO BE CLEANED OR REPLACED WHEN IT CEASES TO FUNCTION PROPERLY OR AS DIRECTED BY THE ENGINEER.
4. CONTRACTOR MAY SUBMIT PLANS FOR ALTERNATE METHODS OF PROTECTION. THESE ALTERNATE METHODS MUST BE APPROVED PRIOR TO USE IN THE FIELD.

CAUTION: OVERHEAD ELECTRIC

CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, CONSTRUCTION AND ALL ACTIVITIES ON SITE AND STAY AWAY FROM ALL OVERHEAD POWER. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS DEALING WITH CLEARANCES AND CONSTRUCTION ACTIVITIES.

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STATE OF TEXAS
AARON C. HAWKINS
149709
LICENSED PROFESSIONAL ENGINEER
Aaron Hawkins 11/08/2023

SALAD AND GO - MAGNOLIA - FM 1488 AND SPUR 149
13345 FM 1488, MAGNOLIA, TX 77354

STORM WATER POLLUTION PREVENTION PLAN

SHEET NO. C-9 OF C-19

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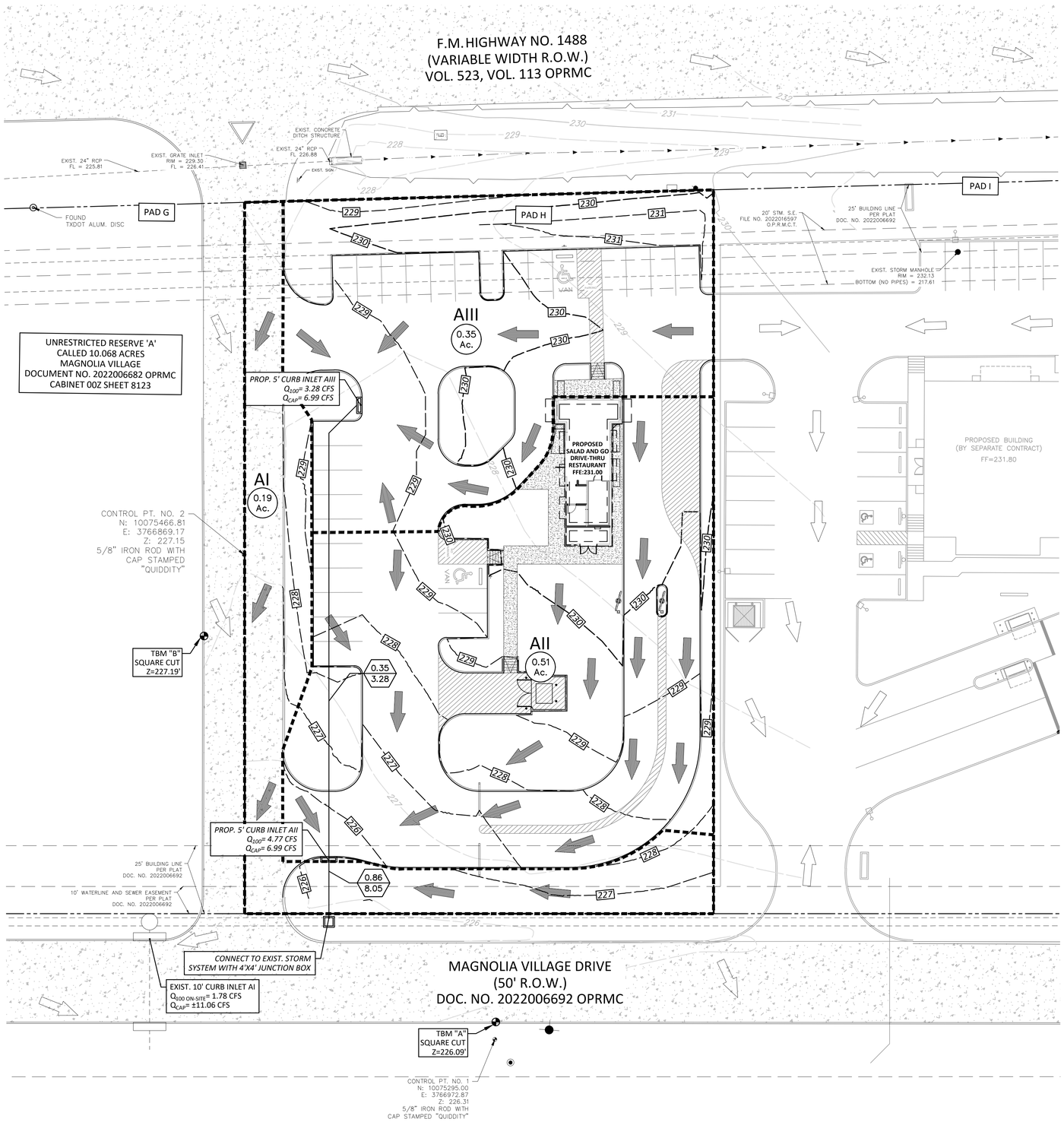
K:\17007\17007-0104-00 salad and go – fm 1488 and spur 149 – ma\2 design phase\CAD\Plans\Site\17007-0104 EROSION CTRL AND DETAILS.dwg HTF: November 08, 2023



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0 5 10 20 40 60
SCALE: 1" = 20'

LEGEND

	PROPERTY LINE
130	EXIST. MAJOR CONTOUR
129	EXIST. MINOR CONTOUR
130	PROP. MAJOR CONTOUR
129	PROP. MINOR CONTOUR
	PROP. DRAINAGE AREA LINE
	EXIST. STORM LINE
	PROP. STORM LINE
AII	DRAINAGE AREA NUMBER
INLET 0.52 Ac. / STORM SEWER 1.48 2.03	DRAINAGE AREA IN ACRES / 100-YEAR RUNOFF IN C.F.S.
	PROP. DRAINAGE DIRECTION
	OFFSITE DRAINAGE DIRECTION

SALAD AND GO - FM 1488 AND SPUR 149, MAGNOLIA, TEXAS
EXISTING DRAINAGE AREA CALCULATIONS (5-year & 100-Year)
October 2023

AREA NO.	ACRES	RUNOFF COEFF.	T_c (min.)	i_5 (in/hr)	Q_5 (cfs)	i_{100} (in/hr)	Q_{100} (cfs)	DRAINS TO...
AI	1.05	0.80	10.0	0.29	0.24	11.70	9.83	SHEET FLOW TO EXISTING GRATE INLET AI LOCATED ON THE NORTH SIDE OF MAGNOLIA VILLAGE DRIVE AND CAPTURED BY EXISTING STORM SYSTEM.

1. Runoff coefficients and 5-year intensities were determined using City of Magnolia Development Standards, Chapter 9.
2. 100-year intensities were determined using Montgomery County IDF Curves, from NOAA Atlas 14 Volume 11, Version 2 (Dated Sep. 2018) due to the City of Magnolia not providing 100-year intensities.

SALAD AND GO - FM 1488 AND SPUR 149, MAGNOLIA, TEXAS
PROPOSED DRAINAGE AREA CALCULATIONS (5-year & 100-Year)
October 2023

AREA NO.	ACRES	RUNOFF COEFF.	T_c (min.)	i_5 (in/hr)	Q_5 (cfs)	i_{100} (in/hr)	Q_{100} (cfs)	DRAINS TO...
AI	0.19	0.80	10.0	0.29	0.04	11.70	1.78	SHEET FLOW TO EXISTING GRATE INLET AI LOCATED ON THE NORTH SIDE OF MAGNOLIA VILLAGE DRIVE AND CAPTURED BY EXISTING STORM SYSTEM.
AII	0.51	0.80	10.0	0.29	0.12	11.70	4.77	SHEET FLOW TO PROPOSED 5' CURB INLET AII AND CAPTURED BY EXISTING STORM SYSTEM.
AIII	0.35	0.80	10.0	0.29	0.08	11.70	3.28	SHEET FLOW TO PROPOSED 5' CURB INLET AIII AND CAPTURED BY EXISTING STORM SYSTEM.

1. Runoff coefficients and 5-year intensities were determined using City of Magnolia Development Standards, Chapter 9.
2. 100-year intensities were determined using Montgomery County IDF Curves, from NOAA Atlas 14 Volume 11, Version 2 (Dated Sep. 2018) due to the City of Magnolia not providing 100-year intensities.

INLET DESCRIPTION	Weir Coefficient - Cw	Length - L (ft)	Depression Width - W (ft)	Head - y (ft)	Capacity - Q (cfs)
EXISTING 10' CURB INLET - AI	2.30	10.0	2.00	0.50	11.06
PROPOSED 5' CURB INLET - AII AND AIII	2.30	5.0	2.00	0.50	6.99

CAUTION: EXISTING GAS FACILITIES IN AREA

CAUTION: OVERHEAD ELECTRIC
CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, CONSTRUCTION AND ALL ACTIVITIES ON SITE AND STAY AWAY FROM ALL OVERHEAD POWER. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS DEALING WITH CLEARANCES AND CONSTRUCTION ACTIVITIES.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

TEXAS811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
www.texas811.org
Texas811 or 1-800-545-6005

No.	Date	REVISIONS	App.

QUIDDITY
Firm Registered Professional Engineers and Land Surveyors Reg. No. F-22530
4500 Mercantile Plaza Drive, Suite 210• Fort Worth, Texas 76137• 682.268.2200

SCALE:	AS SHOWN	DESIGNED BY:	HTF
DATE:	NOVEMBER 2023	CHECKED BY:	RJA
JOB NO.:	17007-0104-00	DRAWN BY:	CLC

STATE OF TEXAS
AARON C. HAWKINS
149709
LICENSED PROFESSIONAL ENGINEER
Aaron Hawkins 11/08/2023

SALAD AND GO - MAGNOLIA - FM 1488 AND SPUR 149
13345 FM 1488, MAGNOLIA, TX 77354

PROPOSED DRAINAGE AREA MAP

SHEET NO.
OF C-19 **C-14**

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K:\17007\17007-0104-00 salad and go – fm 1488 and spur 149 – ma\2 design phase\CAD\Plans\Site\17007-0104 DRAINAGE.dwg HTF: November 08, 2023

PLANS FOR CONSTRUCTION OF

SITE WORK

TO SERVE

SWIG RESTAURANT

13325 FARM TO MARKET ROAD 1488

MONTGOMERY COUNTY MUD NO 108

CITY OF MAGNOLIA

MONTGOMERY COUNTY, TEXAS 77354

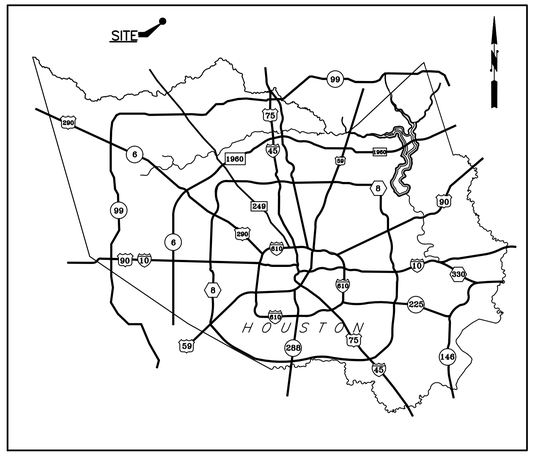
ARCHITECT: **MR. MICAH SCHNEIDER**
1755 WITTINGTON PLACE, STE 190
FARMERS BRANCH, TEXAS 75234
PHONE: (214) 272-4434

DEVELOPER: **SAVORY RESTAURANT FUND**
1445 HIGHWAY 6, SUITE B
SUGAR LAND, TX 77478
PHONE: (281) 561-5135

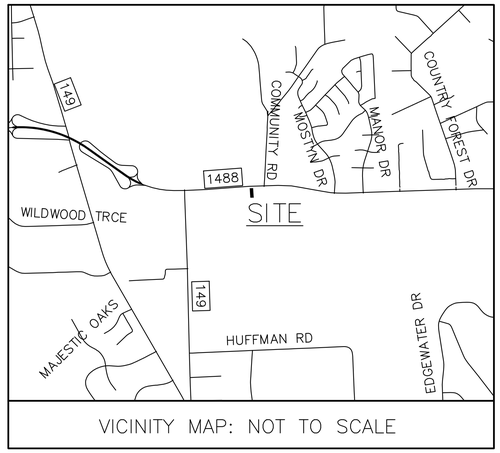
ADDRESS: 13325 FM 1488
MAGNOLIA, TX 77354

ENGINEER: BOWMAN: LYLE HENKEL
1445 N Loop W SUITE 450
Houston, TX 77008

SURVEYOR: BOWMAN: MARK PIRIANO
1445 N Loop W SUITE 450
Houston, TX 77008



HOUSTON, TEXAS
VICINITY MAP
NOT-TO-SCALE



MAGNOLIA, TEXAS
LOCATION MAP
NOT-TO-SCALE
KEY MAP No. 213G

Sheet List Table

Sheet Number	Sheet Title
C1	COVER SHEET
C2	GENERAL NOTES
C3	EXISTING & DEMOLITION PLAN
C4	PLAT (FOR REFERENCE ONLY)
C5	DIMENSIONAL CONTROL PLAN
C6	GRADING PLAN
C7	DRAINAGE PLAN
C8	DRAINAGE AREA MAP
C9	DRAINAGE CALCULATIONS
C10	UTILITY PLAN
C11	PAVING PLAN
C12	FIRE LANE PLAN
C13	STORM WATER POLLUTION PREVENTION PLAN
C14	MAGNOLIA VILLAGE RETAIL CNTR DRAINAGE PLAN (FOR REFERENCE ONLY)
C15.1	STORMWATER DETENTION FACILITIES – 1 OF 4 (FOR REFERENCE ONLY)
C15.2	STORMWATER DETENTION FACILITIES – 2 OF 4 (FOR REFERENCE ONLY)
C15.3	STORMWATER DETENTION FACILITIES – 3 OF 4 (FOR REFERENCE ONLY)
C15.4	STORMWATER DETENTION FACILITIES – 4 OF 4 (FOR REFERENCE ONLY)
C16	STORM WATER POLLUTION PREVENTION DETAILS
C17	UTILITY DETAILS
C18	PAVING DETAILS
C19	TRASH ENCLOSURE DETAIL (FOR REFERENCE ONLY)
L1.01	PLANTING PLAN
L1.02	PLANTING DETAILS
L2.01	IRRIGATION PLAN
L2.02	IRRIGATION DETAILS

BENCHMARK NOTE:

BOX WITH "X" CUT ON A "C" INLET, THE NORTH SIDE OF MAGNOLIA VILLAGE DRIVE, APPROXIMATELY 45' SOUTHWEST OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION=232.11

WATER AND SEWER UTILITIES NOTE:

CONTACT PUBLIC WORKS DIRECTOR BURT SMITH, 832-797-2124 M:bsmith@cityofmagnolia.com FOR ASSISTANCE IN THE INSTALLATION OF THE CITY'S WATER AND WASTEWATER SYSTEMS, INCLUDING WATER MAINS, WATER SERVICE LINES, LIFT STATIONS AND MANHOLES.

FLOODPLAIN INFORMATION:

THIS TRACT LIES IN ZONE "X" (UNSHADED), DESIGNATED AS 'AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN', AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM FOR HARRIS COUNTY, TEXAS, COMMUNITY NO. 480483, MAP NUMBER 48339C0485G, LATEST AVAILABLE PUBLISHED REVISION DATED AUGUST 18, 2014.

ALUMINUM DISK STAMPED "100145R2" ON THE SOUTHEAST CORNER OF A BRIDGE OVER SPRING CREEK ON THE NORTHEAST SIDE OF F.M. 2978, APPROXIMATELY 370' NORTHWEST OF BOGS ROAD. ELEVATION=155.54 NAVD88 (2001 ADJ.)

PROPOSED LEGAL DESCRIPTION

BEING A TRACT OR PARCEL CONTAINING 61.003 ACRES (2,657,290 SQUARE FEET) OF LAND SITUATED IN THE HAMPTON TILLONS SURVEY, ABSTRACT NUMBER A-556, MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF UNRESTRICTED RESERVES "A", "B", "C" & "D" OF MAGNOLIA VILLAGE PLAT, RECORDED UNDER FILM CODE NO. 20220066682, MONTGOMERY COUNTY MAP RECORDS.

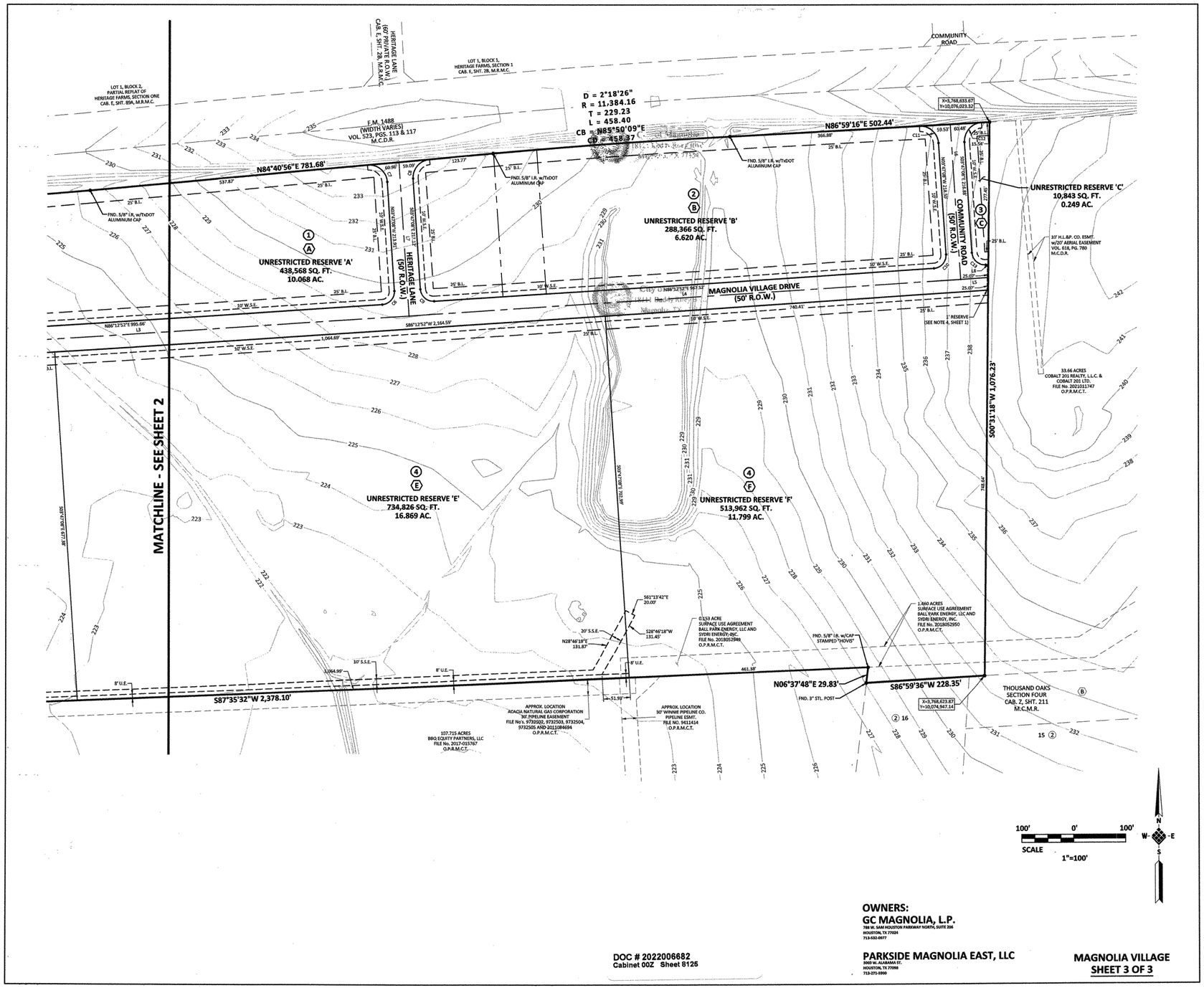
Bowman
1445 N. LOOP WEST – SUITE 450
HOUSTON, TEXAS 77008
713-993-0333
TBPE Registration No.: F-14309

PROJECT NO. 070693
CONTRACT NO. 1
OCTOBER, 2023

STATE OF TEXAS
LYLE E. HENKEL
87739
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LYLE HENKEL, P.E. 87739
ON NOV. 2023

SWIG MAGNOLIA - (070693)
V:\070693 – SWG Restaurant FM1488 – Spur 149\070693-01-001 (ENG) – RETAIL – Restaurant\Engineering\Engineering Plans\Drawings\C1 COVER SHEET.dwg Nov 02, 2023-10:19am Terra Associates Inc., lpierce

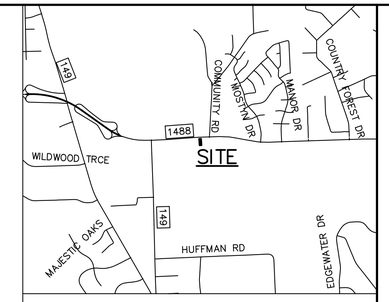


OWNERS:
GC MAGNOLIA, L.P.
789 W. SAM HOUSTON PARKWAY NORTH, SUITE 206
HOUSTON, TX 77024
713-532-0077

PARKSIDE MAGNOLIA EAST, LLC
3000 W. ALABAMA ST.
HOUSTON, TX 77098
713-271-5900

DOC # 2022006682
Cabinet 00Z Sheet 8125

MAGNOLIA VILLAGE
SHEET 3 OF 3



BENCHMARKS
T.B.M 99
Box with "X" cut on a "C" inlet, the north side of Magnolia Village Drive, approximately 45' southwest of the southwest corner of the subject tract. ELEVATION=232.11

FLOODPLAIN INFORMATION
FLOODPLAIN R.M. NO. 100145R2
Aluminum disk stamped "100145R2" on the southeast corner of a bridge over spring creek on the northeast side of F.M. 2978, approximately 370' northwest of Bogs road. ELEVATION=155.54 NAVD88 (2001 ADJ.)

Bowman
TBPE Firm Registration No.: F-14309
1445 North Loop
Suite 450
Houston, Texas 77008
Phone: (713) 993-0333
Fax: (713) 386-5464
www.bowmanconsulting.com

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REVISIONS

REVISION	DESCRIPTION	DATE
—	ISSUE FOR PERMIT	11/01/2023

PLAT (FOR REFERENCE ONLY)

SWIG RESTAURANT
MAGNOLIA, TX 77354

DESIGN	DRAWN	CHKD
MAJ	JIP	RCL

JOB No. 070693-01-001

SHEET C4 OF C19

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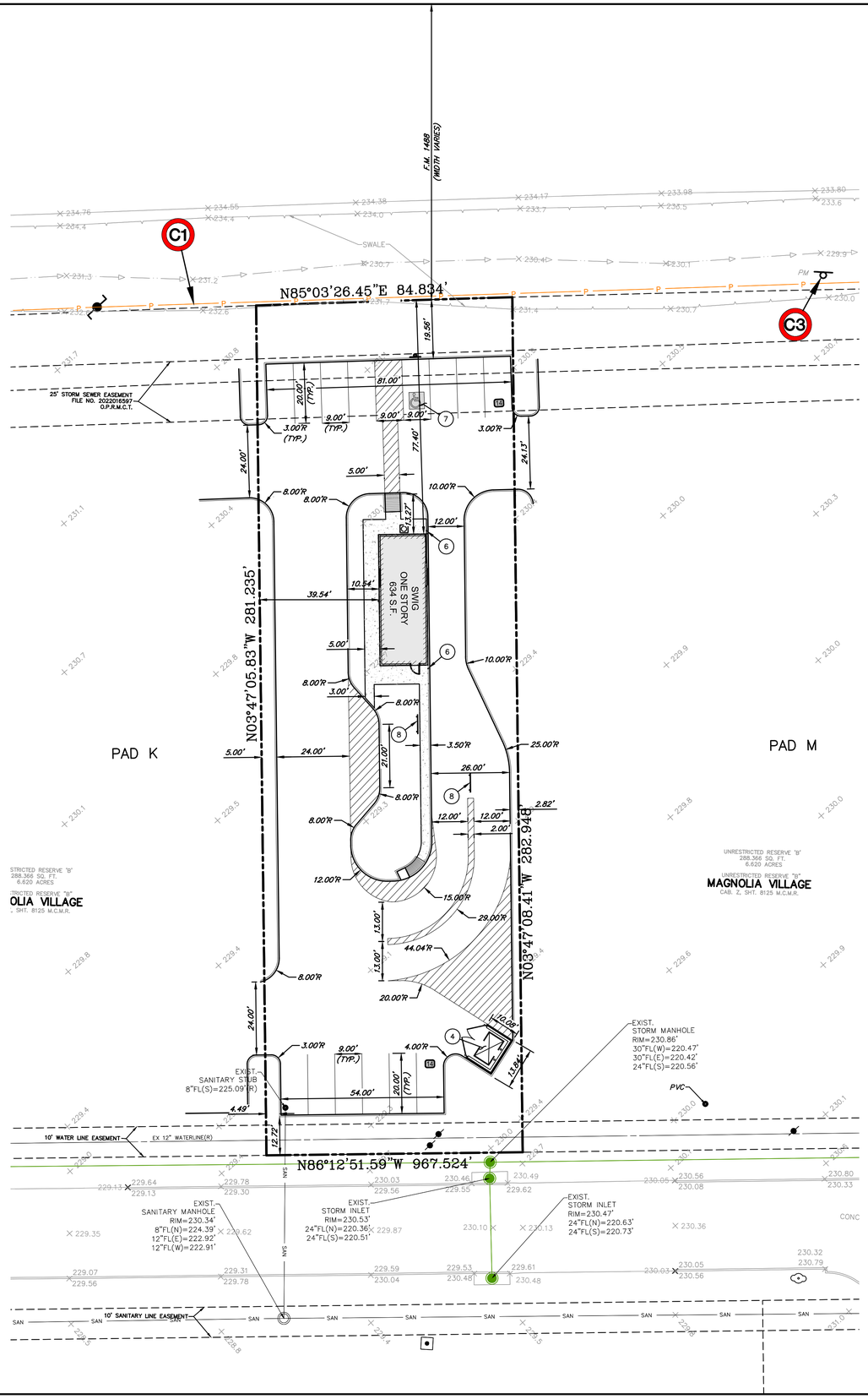


CAUTION NOTES:

C1 CAUTION!! OVERHEAD POWER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.

C2 CAUTION!! UNDERGROUND TELECOMMUNCATIONS/FIBER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.

C3 CAUTION!! UNDERGROUND GAS LINE. USE EXTREME CAUTION DURING CONSTRUCTION.

20 0 20

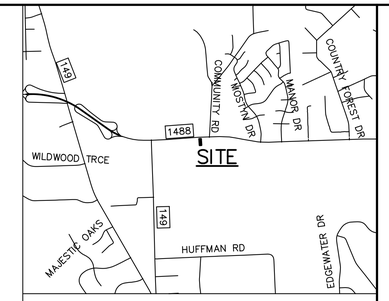
Table 7-1-2.02.3
Parking for Commercial Uses

Land Use	Required Off-Street Parking Spaces
Automobile Sales, Rental and Service Establishments	(see below)
▪ Sales	1 space per 1,000 sf. PFA of showroom + 1 space per 20,000 sf. of inventory storage
▪ Rental	5 spaces, plus spaces for rental car inventory
Automotive Repairs, Heavy	4 spaces per service bay
Automotive Repairs, Light	3 spaces per service bay
Automobile Washes	3 spaces per bay or stall, plus 1 space per 2 stalls if attended
Commercial Retail	1 space per 200 sf. PFA
Day Care Center	1 space per employee, plus 1 space per 5 students, plus 5 spaces for short-term loading and unloading
Event Facility (banquet hall, dance hall; lodge)	1 space per 75 sf. PFA
Farmer's Market, Permanent	1 space per 300 sf. PFA
Fueling/Charging Stations[1]	See below.
▪ With Convenience Store[1]	1 space per 4 pump stations or Level 3 charging stations, plus 3 spaces per service bay, plus 1 space per 200 sf. PFA for the convenience store
▪ Without Convenience Store[1]	1 space per 4 pump stations or Level 3 charging stations, plus 3 spaces per service bay
General Professional / *Medical Office*	1 space per 300 sf. PFA
Heavy Retail/Home Center	1 space per 250 sf. PFA, plus 1 space per 1,000 sf. of outdoor sales or display area
Mixed-Use	1 space per 200 sf. PFA
Nursery, Retail	1 space per 250 sf. PFA of office or sales floor area, plus 1 space per 3,000 sf. of outdoor nursery area
Office	1 space per 300 sf. PFA
Overnight Accommodations (hotels, motels, commercial inns)	1 space per guest room + 1 space per 300 sf. of meeting rooms, ballrooms, administrative offices, and areas used for self-service breakfast for guests only, plus 75 percent of parking requirements for integrated restaurants and bars that are open to the public
Pet Stores (with and without on-site animals)	1 per 200 sf. PFA
Restaurant (no drive-through)	1 space per 75 sf. PFA
Restaurant (with drive-through or drive-in)	1 space per 200 sf.
Shopping Center	1 space per 200 sf. PFA
Truck Stop / Truck Wash	1 space per 4 pump stations, plus 3 spaces per service bay, plus 1 space per 200 sf. PFA for the convenience store
Vending Kiosks / ATMs	(see below)
▪ Generally (not listed below)	1 space per kiosk
▪ Ice, Water, or Food	3 spaces per vending kiosk
▪ Media (e.g., DVDs)	2 spaces per vending kiosk
▪ ATMs	2 spaces per ATM
Wholesale	1 space per 500 sf. PFA

TABLE NOTE:
[1] Level 3 charging stations include all charging stations that provide comparable or faster charging services. Level 1 and level 2 charging stations are accessories to *parking lots*.

Table 7-2-1.01
Parking Module Dimensions

Measurement	Parking Space Angle (Degrees)			
	0 / Parallel Parking	45	60	90
One Stall Row, One-Way Aisle				
Stall Row Depth	8 ft.	20 ft. 7 in.	21 ft. 11 in.	20 ft.
Drive Aisle Width	13 ft. 2 in.	13 ft. 10 in.	15 ft. 6 in.	24 ft.
Minimum Module Width (row & aisle)	21 ft. 2 in.	34 ft. 5 in.	34 ft. 5 in.	44 ft.
Two Stall Rows, One-Way Aisle				
Stall Row Depth	16 ft.	41 ft. 1 in.	43 ft. 8 in.	40 ft.
Drive Aisle Width	13 ft. 2 in.	13 ft. 10 in.	15 ft. 6 in.	24 ft.
Minimum Module Width (row & aisle)	29 ft. 2 in.	54 ft. 11 in.	59 ft. 2 in.	64 ft.
One Stall Row, Two-Way Aisle				
Stall Row Depth	8 ft.	20 ft. 7 in.	21 ft. 11 in.	20 ft.
Drive Aisle Width	23 ft. 3 in.	20 ft.	22 ft.	24 ft.
Minimum Module Width (row & aisle)	31 ft. 3 in.	40 ft. 7 in.	43 ft. 11 in.	44 ft.
Two Stall Rows, Two-Way Aisle				
Stall Row Depth	16 ft.	41 ft. 1 in.	43 ft. 8 in.	40 ft.
Drive Aisle Width	23 ft. 3 in.	20 ft.	22 ft.	24 ft.
Minimum Module Width (row & aisle)	39 ft. 3 in.	61 ft. 1 in.	65 ft. 8 in.	64 ft.



VICINITY MAP: NOT TO SCALE

BENCHMARKS
T.B.M 99
Box with "X" cut on a "C" inlet, the north side of Magnolia Village Drive, approximately 45' southwest of the southwest corner of the subject tract. ELEVATION=232.11

FLOODPLAIN INFORMATION
FLOODPLAIN R.M. NO. 100145R2
Aluminum disk stamped "100145R2" on the southeast corner of a bridge over spring creek on the northeast side of F.M. 2978, approximately 370' northwest of Bogs road. ELEVATION=155.54 NAVD88 (2001 ADJ.)

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2.0-FT UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO COORDINATE EXACT BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS AND STRUCTURAL FOUNDATION PLANS.
4. PROP. DUMPSTER ENCLOSURE. REFERENCE ARCHITECTURAL PLANS FOR EXACT DETAILS ON SHEET C19.
5. ALL DIMENSIONS TO PROPERTY LINES AND STREET CENTERLINES ARE PERPENDICULAR.
6. PROP BOLLARDS.
7. PAINT AN INTERNATIONAL HANDICAP SYMBOL.
8. PROP MENU BOARD (RE: ARCHITECTURAL PLANS FOR DETAILS).
9. MINIMUM PARKING SPACES REQUIREMENT PER UNIFIED DEVELOPMENT CODE (UDC) TABLE 7-1-2.02.3 IS MET. PARKING RATIO FOR THIS DEVELOPMENT IS: 14 PS = 23 PS / 1000 SQFT.

Bowman
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TBPE Firm Registration No. F-14309
1445 North Loop
Suite 450
Houston, Texas 77008
Phone: (713) 993-0333
Fax: (713) 386-5464
www.bowmanconsulting.com

REVISIONS

REVISION	DESCRIPTION	DATE
---	ISSUE FOR PERMIT	11/01/2023

DIMENSIONAL CONTROL PLAN

SWIG RESTAURANT
MAGNOLIA, TX 77354

STATE OF TEXAS
LYLE E. HENKEL
87739
LICENSED
PROFESSIONAL ENGINEER

DESIGN	DRAWN	CHKD
MAJ	JIP	RCL

JOB No. 070693-01-001

SHEET
C5 OF C19

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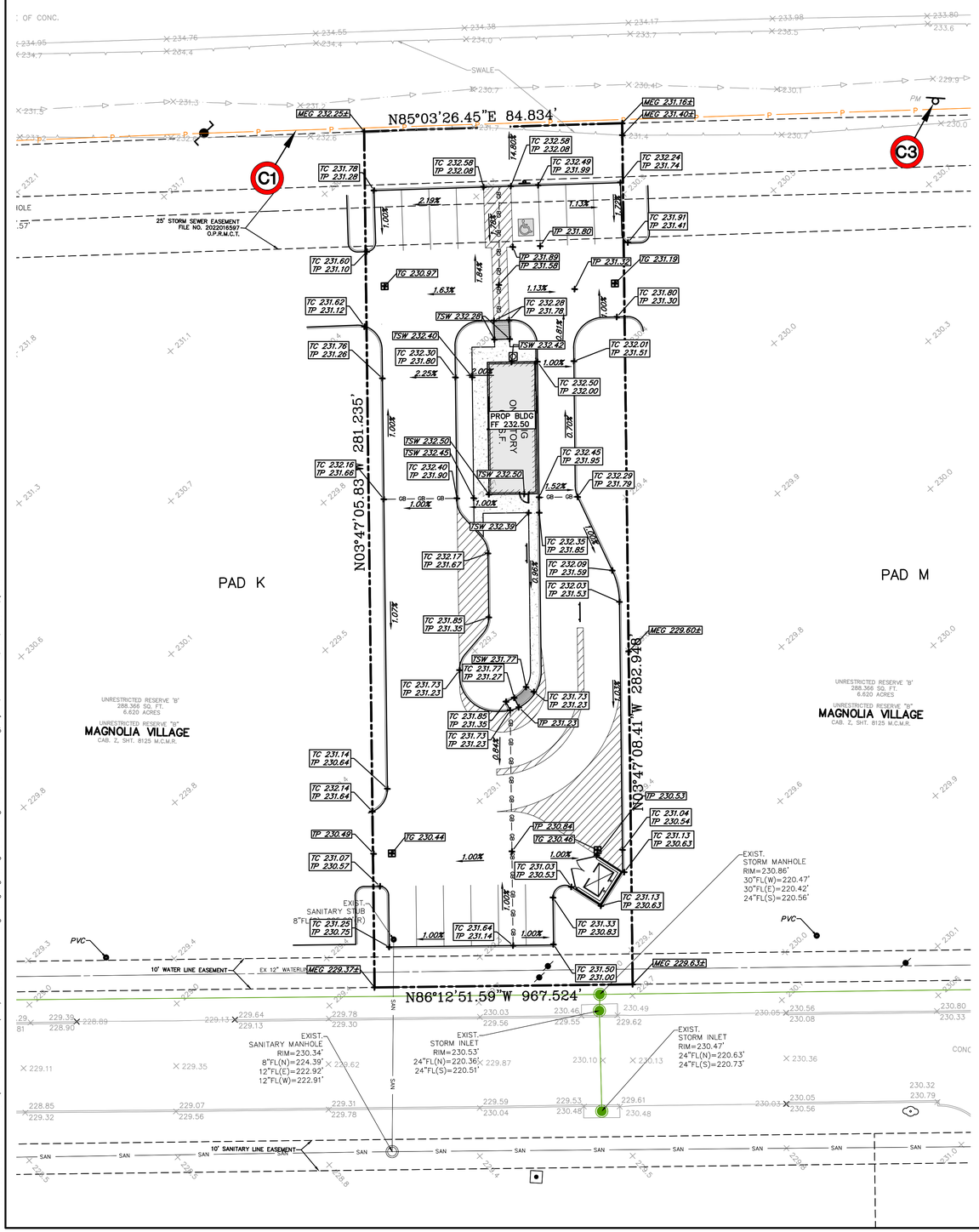

CAUTION NOTES:

- **C1** CAUTION!! OVERHEAD POWER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.
- **C2** CAUTION!! UNDERGROUND TELECOMMUNCATIONS/FIBER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.
- **C3** CAUTION!! UNDERGROUND GAS LINE. USE EXTREME CAUTION DURING CONSTRUCTION.

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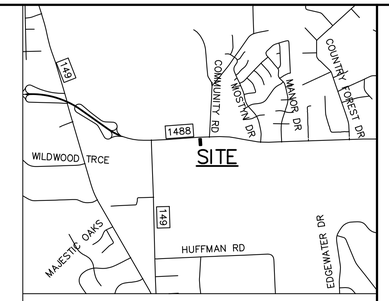

VICINITY MAP: NOT TO SCALE

BENCHMARKS

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Aluminum disk stamped "100145R2" on the southeast corner of a bridge over spring creek on the northeast side of F.M. 2978, approximately 370' northwest of Bogs road. ELEVATION=155.54 NAVD88 (2001 ADJ.)

GRADING NOTES:

1. CONTRACTOR TO REMOVE EXISTING CURB & GUTTER AND FULL DEPTH SAWCUT PER MONTGOMERY COUNTY STANDARDS AND SPECIFICATIONS AND TIE IN PROPOSED DRIVE PER CITY OF HOUSTON DRIVEWAY DETAIL 02754-03 AND 02754-04. CONTRACTOR TO SEE SITE PLAN FOR DRIVEWAY DIMENSIONS.
2. CONTRACTOR TO CONSTRUCT CURB RAMP PER DETAIL NO. 128, SEE SHEET C18 FOR DETAIL.
3. CONTRACTOR TO MATCH EXISTING NATURAL GROUND ELEVATION AT PROPERTY LINE (TYP.).
4. CONSTRUCT 4.5" THICK SIDEWALK, SEE DETAIL SHEET C18.
5. CONTRACTOR TO ADJUST EXISTING MANHOLE RIM TO BE FLUSH WITH FINISHED GRADE.
6. FOR AREAS DESIGNATED AS HANDICAP ACCESSIBLE PARKING AND VEHICLE ACCESS AISLES, SLOPE MAY NOT EXCEED 2% IN ANY DIRECTION.
7. CROSS SLOPES ON ALL SIDEWALKS AND ADA HANDICAP ACCESSIBLE ROUTES AND RAMPS NOT TO EXCEED 2%.
8. MAX SLOPE ALONG ADA HANDICAP RAMPS SHALL NOT EXCEED 1:12 (8.33%).
9. CONTRACTOR SHALL ASSURE THAT SLOPES FOR ALL ADA ACCESS ROUTES, AISLES, LANDINGS, RAMPS & PARKING SPACES MEET MAXIMUM GRADE CRITERIA PRIOR TO PLACING PAVING. IF FIELD CONDITIONS CAUSE SLOPES TO EXCEED MAXIMUM ALLOWABLE GRADES CONTRACTOR IS TO NOTIFY ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION.

LEGEND

FF 233.25	FINISHED FLOOR
TG 231.94	TOP OF GRATE
TC 232.57 / TP 232.07	TOP OF CURB/TOP OF PVMT
TP 232.09	TOP OF PAVEMENT
TSW 233.04	TOP OF SIDEWALK
MEC	MATCH EXIST CONCRETE
MEG	MATCH EXIST GROUND
1.5%	SLOPE ARROW
+ TC ____ / G ____	EXISTING TOP OF CURB / EXISTING TOP OF PAVEMENT (NOT FIELD VERIFIED)
	EXISTING INLET
	EXISTING MANHOLE
	PROPOSED INLET
	PROPOSED MANHOLE
— GB — GB —	GRADE BREAK
	PROPOSED SWALE
	BUILDING AREA

811 Know what's **below.** **Call** before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Bowman
© 2021 Bowman Consulting Group, Ltd.
TBPE Firm Registration No.: F-14309
1445 North Loop
Suite 450
Houston, Texas 77008
Phone: (713) 993-0333
Fax: (713) 386-5464
www.bowmanconsulting.com

REVISIONS

REVISION	DESCRIPTION	DATE
—	ISSUE FOR PERMIT	11/01/2023

STATE OF TEXAS
LYLE E. HENKEL
67739
LICENSED PROFESSIONAL ENGINEER

DESIGN	DRAWN	CHKD
MAJ	JIP	RCL

JOB No. 070693-01-001

SHEET C6 OF C19

GRADING PLAN

SWIG RESTAURANT
MAGNOLIA, TX 77354

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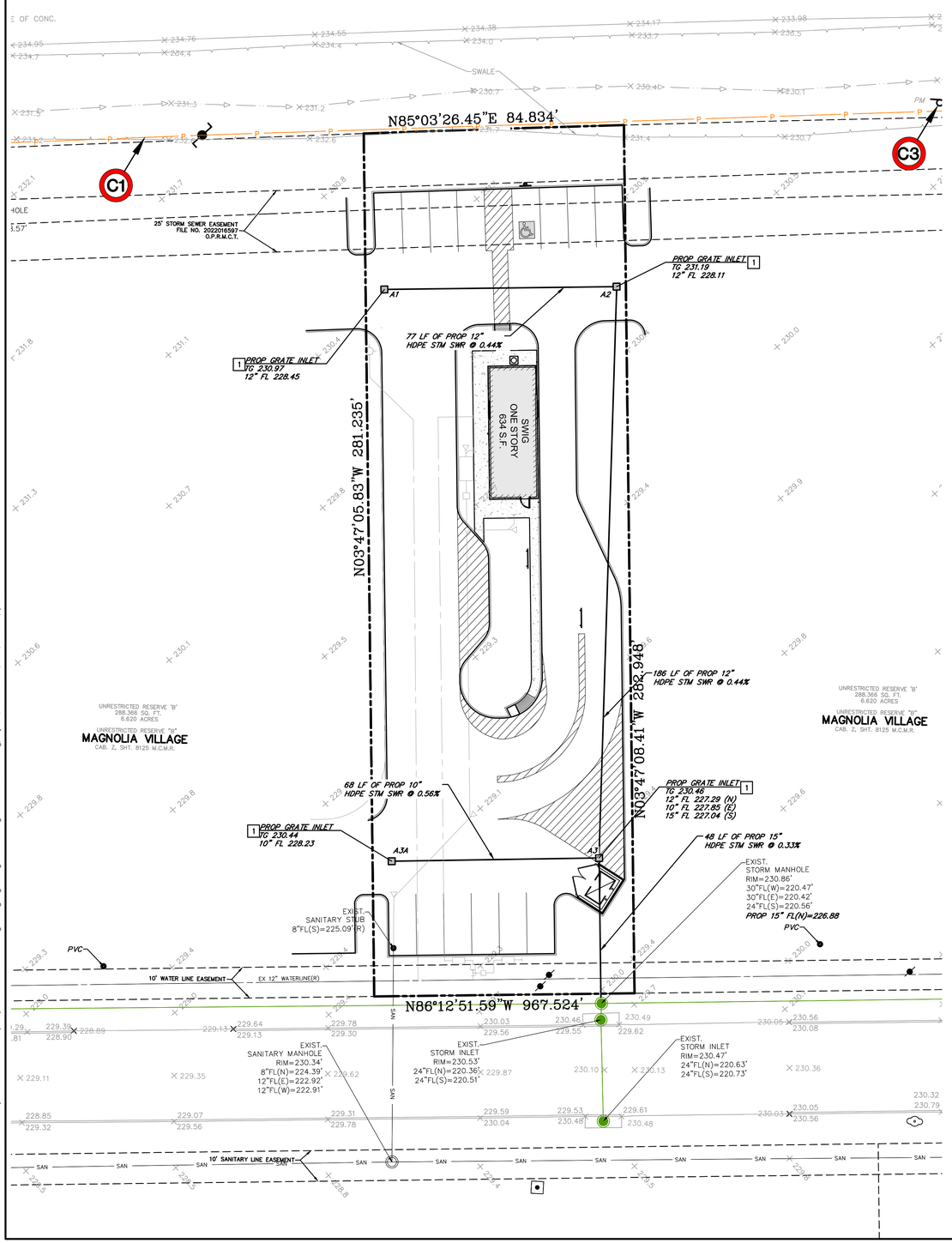

CAUTION NOTES:

- **C1** CAUTION!! OVERHEAD POWER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.
- **C2** CAUTION!! UNDERGROUND TELECOMMUNCATIONS/FIBER LINES. USE EXTREME CAUTION DURING CONSTRUCTION.
- **C3** CAUTION!! UNDERGROUND GAS LINE. USE EXTREME CAUTION DURING CONSTRUCTION.

N

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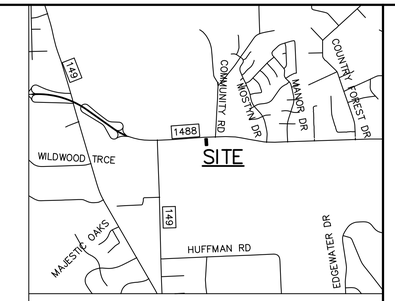

VICINITY MAP: NOT TO SCALE

LEGEND

	EXISTING INLET
	EXISTING MANHOLE
	PROPOSED INLET
	PROPOSED MANHOLE
	PROPOSED PRIVATE STORM SEWER
	PROPOSED PUBLIC STORM SEWER

STORM SEWER NOTES:

1 SEE GRATE INLET DETAIL DETAIL #CBTA-3684 ON SHEET C17.

BENCHMARKS
T.B.M 99
Box with "X" cut on a "C" inlet, the north side of Magnolia Village Drive, approximately 45' southwest of the southwest corner of the subject tract. ELEVATION=232.11

FLOODPLAIN INFORMATION
FLOODPLAIN R.M. NO. 100145R2
Aluminum disk stamped "100145R2" on the southeast corner of a bridge over spring creek on the northeast side of F.M. 2978, approximately 370' northwest of Bogs road. ELEVATION=155.54 NAVD88 (2001 ADJ.)

Bowman
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www.bowmanconsulting.com

REVISIONS

REVISION	DESCRIPTION	DATE
—	ISSUE FOR PERMIT	11/01/2023

DRAINAGE PLAN

SWIG RESTAURANT
MAGNOLIA, TX 77354

LYLE E. HENKEL
87739
LICENSED
PROFESSIONAL ENGINEER

DESIGN	DRAWN	CHKD
MAJ	JIP	RCL

JOB No. 070693-01-001

SHEET C7 OF C19

V:\070693 - SWIG Restaurant FM1488 - Spur 149\070693-01-001 (ENG) - RETAIL - Restaurant\Engineering\Engineering Plans\Drawings\DRAINAGE PLAN.dwg, Layout1, November 02, 2023, 10:20 AM, ipierce

CITY OF MAGNOLIA, TEXAS
ORDINANCE NO. O-2023-017

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, and extended by Ordinances O-2023-003 and O-2023-011 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, 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 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 progress to provide additional capacity and has completed Well No. 7 and is in the process of completing Well No. 8 during the first quarter of 2024. The City will need at least two wells operating before it can reasonably determine if its capacity will meet current and contracted needs. In addition, Well No. 9 (at Water Plant No. 3) and Water Well No. 10 (at Water Plant No. 4) should be completed in the last quarter of 2024 to the first quarter of 2025. Following this, two (2) more water wells are in the early planning stages and are estimated to be completed by the end of 2025.
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 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 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 this extension of the moratorium 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 December 16, 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 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 12th day of December, 2023.

CITY OF MAGNOLIA:

_____
Todd Kana, Mayor

ATTEST:

_____
Christian Gable, Interim City Secretary

Exhibit A to Ord. 2023-017

MEMORANDUM

Date: December 7, 2023
To: Don Doering
From: Timothy W. Robertson, P.E.

Re: City of Magnolia
Moratorium Extension

In December 2022, the City of Magnolia (the "City") entered a building moratorium that stopped the installation of new water meters utilizing the City's water system for connections. At that time there wasn't sufficient 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. The original expiration date for the moratorium was on April 20, 2023. Thereafter, the City extended the moratorium twice and each extension was for 120 days. The second extension will expire on December 16, 2023 unless another extension is approved.

The available water well capacity on the City system has recently increased to approximately 3,400 gpm and the City is 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 reduced rate under the approved allocations. The reasons for the reduced rate is to prevent the rapid decline in our available capacities and connections along with staff limitations on processing the demand for numerous water meter applications. The permanent well pump and motor for Water Well No. 7 is installed and it will be pumping approximately 1,200 gpm until the remaining infrastructure at Water Plant No. 3 (i.e. Phase II) is completed when it will increase to approximately 1,600 gpm. New Water Well No. 8 at Water Plant No. 2 (Kelly Rd) is anticipated to be completed in the first quarter of 2024. In early 2024 after Water Well No. 9 is in service, I anticipate that the total water well capacity on the City system will be approximately 3,900 gpm.

While the above noted improvements are clear evidence that progress is being made, they cannot meet the ultimate needs of the City's given the current growth rate and the related demand for water. The City's current ultimate commitments exceed 11,000 units. I fully expect that growth will continue beyond this amount and we will need to continue to add more capacity after completing the improvements currently under construction. The City is currently at various stages of progress on the addition of three (3) new water plants (i.e. Water Plant #4, #5 and #6) that include wells, storage tanks and booster pumps.

While it is vital for progress to continue and end the current moratorium, it is just as important to end it at the appropriate time. **Accordingly, I recommend the moratorium be extended for 120 calendar days. In addition, I recommend we continue to issue new meters at a reasonable rate in an effort to meet obligations under existing development agreements and also prevent a rapid decline in our available capacities. For residential developments, I advise that those applying for meters be required to provide a passing framing inspection when they submit a service application.**

Please let me know if you have any questions.

Timothy W. Robertson, P.E.
City Engineer

STATE OF TEXAS
TIMOTHY W. ROBERTSON
85565
LICENSED
PROFESSIONAL ENGINEER
12/7/23

RESOLUTION NO. R-2023-008

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

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

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

Commerce Street Parking Lot	$350,000.00
Parks & Recreation Master Plan (Year 2)	$ 30,000.00
2021 TxDOT SIB Repayment	$ 1,678.48

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

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

NOW, THEREFORE, be it resolved:

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

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

Section 3. That the Mayor, City Administrator and City Attorney be and hereby are authorized and directed to obtain all necessary documentation and take necessary actions to facilitate the project.

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

FIRST READING on this _____ day of November, 2023

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

CITY OF MAGNOLIA, TEXAS

_____

Todd Kana, Mayor

ATTEST:

_____

Christian Gable, Interim City Secretary

RESOLUTION NO. R-2023-013

A RESOLUTION OF THE CITY OF MAGNOLIA, TEXAS AUTHORIZING A MULTIPLE USE AGREEMENT BETWEEN THE CITY OF MAGNOLIA, TEXAS AND TXDOT AUTHORIZING FLOCK SAFETY TO INSTALL AUTOMATED LICENSE PLATE READERS ALONG TXDOT RIGHTS-OF-WAY INSIDE THE CITY LIMITS.

WHEREAS, the City of Magnolia Police Department has recognized a need for an enhanced surveillance system to aid in reducing criminal activity and creating additional crime prevention strategies to support retail and commercial businesses within the city limits of Magnolia; and

WHEREAS, the installation of an Automated License Plate Recognition Camera System will provide this essential service; and

WHEREAS, Flock Safety/Flock Group, Inc. provides and installs Automated License Plate readers; and

WHEREAS, The City Council has authorized the Magnolia 4A Economic Development Corporation of the City of Magnolia, Texas to adopt as a project a contract with Flock Group, Inc. for the purchase and installation of an automated license plate recognition camera system.

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

Section 1. The City Council authorizes a multiple use agreement between the City of Magnolia, Texas and TXDOT authorizing Flock Safety/Flock Group, Inc., to install Automated License Plate readers along TxDOT rights-of-way within the city limits; and an executed copy of this agreement shall be attached as Exhibit A.

Section 2. That the Mayor or the City Administrator is authorized to execute all documents necessary to complete this Agreement.

PASSED AND APPROVED this the 12th day of December 2023.

_____
Todd Kana, Mayor

ATTEST:

_____
Christian Gable, Interim City Secretary

Attachment: Multiple Use Agreement with TxDot

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and _____, hereinafter called the City, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS on the 12th day of December 2023, the governing body for the City, entered into Resolution No. R-2023-013 hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS the City has requested the State to permit the construction, maintenance, and operation of a public Automatic License Plate Recognition (ALPR) Cameras on the highway right of way, (ROADWAY See Attachment, CONTROL SECTION NO. See Attachment.).
(General description of area including either the control number or GPS coordinates.)

Shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City, shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow. If the State determines that the City has failed to comply with these responsibilities, it will perform the necessary work and charge the City the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City for use of the facility under this agreement, the City will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, or maintenance of the facility the City must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations hereinto make improvements to said facility shall immediately cease and terminate and City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City has failed to timely remove the facility, it will perform the necessary work and charge City the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW AND UP TO THE LIMITAIONS ON LIABILITY SET FORTH IN THE TEXAS TORT CLAIMS ACT, AS AMENDED THE CITY WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATI ON OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

No party to this agreement intends to waive, relinquish, limit, or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors, or employees. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result

during the construction, maintenance, repair and operation of the facility. City shall include TxDOT as an additional insured by endorsement in City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit, The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

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

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE	**(Name of other party)**
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	_____ _____ _____

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the _____day of _____2023 and the ,

State on the_____day of_____, 20_____.

_____
(Name of other party)

By: _____
Signature

_____
Printed Name

_____
Title

_____
Agency

_____
Contact Office and Telephone No.

STATE OF TEXAS

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

By:_____
Director, Maintenance Division

_____
Printed Name

_____
Date

APPROVAL RECOMMENDED:

_____
District Engineer

_____
Printed Name

_____
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

RESOLUTION NO. R-2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, CONSENTING TO THE ANNEXATION OF 29.249 ACRES INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116.

* * * * * * * * *

WHEREAS, the City of Magnolia, Texas (the "City") has received the Petition to Consent to Annex Land into Montgomery County Municipal Utility District No. 116 ("No. 116") and said Petition is attached to this Resolution as **Exhibit I** and made a part hereof, requesting the City's consent to the addition of approximately 29.249 acres, said acreage located within the extraterritorial jurisdiction of the City, into No. 116 encompassing the land described in Exhibit "A" to said petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without such city's consent; and

WHEREAS, the City Council desires to consent to the requested addition of land to No.116.

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

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

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

Section 3. The City Council of the City hereby specifically gives it written consent, as provided by Section 54.016, Texas Water Code, as amended, and as required by Chapter 42, Texas Local Government Code, as amended, to the addition of approximately 29.249 acres in No. 116 encompassing the land described in Exhibit "A" to said Petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition.

PASSED AND APPROVED _____, 2023.

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT I

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

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

The undersigned, MAGNOLIA M3 RANCH, LP, a Texas limited partnership (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Magnolia, Texas (the "City"), for its written consent to the annexation by the District of approximately 29.249 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on February 21, 2007. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is $9,570,000.

VIII.

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

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on March 30, 2022.

MONTGOMERY COUNTY
MUNICIPAL UTILITY DISTRICT NO.
116

By: _____

Name: Allison Fuller

Title: President

ATTEST:

(SEAL)

By: _____

Name: Jason Svatek

Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 30, 2022, by Allison Fuller, as President, and Jason Svatek, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116, a political subdivision of the State of Texas, on behalf of said political subdivision.

JENNIFER RAMIREZ
My Notary ID # 130693356
Expires June 8, 2024

(NOTARY SEAL)

_____
Notary Public, State of Texas

1000086

MAGNOLIA M3 RANCH, LP,
a Texas limited partnership

By: Sheldon Magnolia GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Rick Sheldon, Manager

THE STATE OF TEXAS §
§
COUNTY OF ~~MONTGOMERY~~ Bexar §

This instrument was acknowledged before me on March 22, 2022, by Rick Sheldon, Manager of Sheldon Magnolia GP, LLC, a Texas limited liability company, General Partner of MAGNOLIA M3 RANCH, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

NANCY RANGE HIATT
Notary ID # 169784
My Commission Expires
May 13, 2023

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

EXHIBIT A

February 19, 2019

29.249 acres of land in the William Hillhouse Survey, Abstract No. 260, Montgomery County, Texas

A FIELD NOTE DESCRIPTION of a 29.249 acre tract of land in the William Hillhouse Survey, Abstract No. 260, Montgomery County, Texas; said 29.249 acre tract being conveyed to PBAR Interests, LLC, as recorded in Montgomery County Clerk's File No. 2018042264; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "Carter and Burgess" found in the northeast right-of-way line of F.M. 1774 (width varies), as recorded in Volume 208, Page 164 of the Montgomery County Deed Records and as shown on right-of-way plans performed by Rods Surveying, Inc. dated March, 2010 for a west corner of a 585.0022 acre tract of land conveyed to Magnolia 3M Ranch, LP, as recorded in Montgomery County Clerk's File No. 2014013576 and for a south corner of this tract;

THENCE, in a northwesterly direction with the northeast right-of-way line of said F.M. 1774 and with a curve to the left having a radius of 36,477.69 feet, a central angle of 00° 22' 38", a length of 240.16 feet, and a chord bearing North 73° 46' 54" West - 240.16 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the end of said curve;

THENCE, North 73° 57' 36" West - 145.87 feet with the northeast right-of-way line of said F.M. 1174 to a 5/8-inch iron rod with cap stamped "Carter and Burgess" found for a southeast corner of said 585.0022 acre tract and for the southwest corner of this tract;

THENCE, North 00° 43' 49" East – 1,302.41 feet (called North 00° 02' 40" West – 1,302.48 feet per Montgomery County Clerk's File No. 2014013576) with an east line of said 585.0022 acre tract to a 3/8-inch iron rod found for an interior corner of said 585.0022 acre tract and for the northwest corner of this tract;

THENCE, North 88° 19' 40" East – 1,265.81 feet (called North 86° 22' 01" East – 1,266.18 feet per Montgomery County Clerk's File No. 2018042264) (called North 87° 33' 54" East – 1,266.64 feet per Montgomery County Clerk's File No. 2014013576) with a south line of said 585.0022 acre tract to a 5/8-inch iron rod found for an interior corner of said 585.0022 acre tract and for the northeast corner of this tract;

THENCE, South 00° 44' 57" West - 707.25 feet with a west line of said 585.0022 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the northeast corner of a 4.6227 acre tract of land conveyed to John Meyer, as recorded in Montgomery County Clerk's File Nos. 9011017 and 2001-088471 and for the southeast corner of this tract; from which a 5/8-inch iron rod with cap stamped "Carlomagno" found bears North 88° 56' 37" East – 0.86 feet; and from which a 5/8-inch iron with broken cap found bears South 00° 44' 57" West – 78.73 feet;

THENCE, South 88° 56' 37" West - 607.18 feet (called South 86° 56' 12" West – 607.38 feet per Montgomery County Clerk's File No. 2001-088471) with the north line of said 4.6227 acre tract to a 5/8-inch iron rod with cap stamped "Carlomagno" found for the northwest corner of said 4.6227 acre tract and for the an interior of this tract;

THENCE, South 15° 51' 46" West - 347.84 feet (called South 13° 57' 20" West – 346.58 feet per Montgomery County Clerk's File No. 2001-088471) with a west line of said 4.6227 acre tract to a 5/8-inch iron rod with cap stamped "Carlomagno" found for an angle point of said 4.6227 acre tract and for an angle point of this tract;

THENCE, South 01° 01' 31" East - 220.04 feet (called South 03° 04' 29" East – 220.60 feet per Montgomery County Clerk's File No. 2001-088471) with a west line of said 4.6227 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the south corner of said 4.6227 acre tract and for an angle point of this tract; from which a 5/8-inch iron rod with cap stamped "Carlomagno" found bears North 01° 01' 31" West – 0.81 feet; also from which a 1/2-inch iron rod found bears North 49° 32' 35" East – 130.98 feet (called North 47° 48' 51" East – 130.61 feet per Montgomery County Clerk's File No. 2001-088471);

THENCE, South 49° 32' 35" West - 267.61 feet (called South 48° 47' 30" West – 266.67 feet per Montgomery County Clerk's File No. 2014013576) (called South 47° 22' 25" West – 266.67 feet per Montgomery County Clerk's File No. 2001-088471) with a northwest line of said 585.0022 acre tract to the POINT OF BEGINNING and containing 29.249 acres of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1429-1
W:\1429-1_Tract.docx

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

STATE OF TEXAS
REGISTERED
BRIAN NESVADBA
5776
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B
CONSENT CONDITIONS

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

(b) (1) The construction of the District's facilities and systems will be in accordance with the requirements set forth in that certain Utility Agreement (the "Utility Agreement") entered into between the City of Magnolia and Magnolia M3 Ranch, LP, on behalf of Montgomery County Municipal Utility District No. 116, dated January 8, 2019 and as amended thereto.

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

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

(d) Prior to the sale of any lot or subdivided parcel of land, the owner or the developer of the land included within the limits of the District will comply with the applicable regulatory requirements of the Approving Bodies which govern platting of land.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the undersigned Secretary of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Montgomery County Municipal Utility District No. 116 that was filed with the Board of Directors of the District on March 30, 2022.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on March 30, 2022.

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116

(SEAL)

By: _____
Secretary, Board of Directors

1000086

RESOLUTION NO. R-2023-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, CONSENTING TO THE ANNEXATION OF 84.35 ACRES INTO MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116.

* * * * * * * * *

WHEREAS, the City of Magnolia, Texas (the "City") has received the Petition to Consent to Annex Land into Montgomery County Municipal Utility District No. 116 ("No. 116") and said Petition is attached to this Resolution as **Exhibit I** and made a part hereof, requesting the City's consent to the addition of approximately 84.35 acres, said acreage located within the extraterritorial jurisdiction of the City, into No. 116 encompassing the land described in Exhibit "A" to said petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without such city's consent; and

WHEREAS, the City Council desires to consent to the requested addition of land to No.116.

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

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

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

Section 3. The City Council of the City hereby specifically gives it written consent, as provided by Section 54.016, Texas Water Code, as amended, and as required by Chapter 42, Texas Local Government Code, as amended, to the addition of approximately 84.35 acres in No. 116 encompassing the land described in Exhibit "A" to said Petition, subject to the terms and conditions set forth in Exhibit "B" attached to and made a part of said petition.

PASSED AND APPROVED _____, 2023.

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT I

PETITION FOR CONSENT TO ANNEX LAND INTO
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

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

The undersigned, FCS CREAMER, LTD., a Texas limited partnership (the "Petitioner") and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Magnolia, Texas (the "City"), for its written consent to the annexation by the District of approximately 84.35 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on February 21, 2007. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is $50,210,000.

VIII.

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

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on March 30, 2022.

MONTGOMERY COUNTY
MUNICIPAL UTILITY DISTRICT NO.
116

By: Allison Fuller

Name: Allison Fuller

Title: President

ATTEST:

(SEAL)

By:

Name: Jason Svatek

Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 30, 2022, by Allison Fuller, as President, and Jason Svatek, as Secretary, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116, a political subdivision of the State of Texas, on behalf of said political subdivision.

JENNIFER RAMIREZ
My Notary ID # 130693356
Expires June 8, 2024

(NOTARY SEAL)

Jennifer Ramirez
Notary Public, State of Texas

1013675

FCS CREAMER, LTD.,
a Texas limited partnership

By: RKS Creamer GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Rick Sheldon, Manager

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on March 28, 2022, by Rick Sheldon, Manager of RKS Creamer GP, LLC, a Texas limited liability company, General Partner of FCS CREAMER, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

NANCY RANGE HIATT
Notary ID # 169784
My Commission Expires
May 13, 2023

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

EXHIBIT A

Legal Description

BEING 84.35 acres of land situated in the William Hillhouse Survey, Abstract No. 260, Montgomery County, Texas; being all of that certain 84.428 acre tract of land described in the deed to Minerva, Ltd. recorded in Montgomery County Clerk's File No. 2017006155, Official Public Records of Montgomery County, Texas, said 84.35 acre tract is described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the southeast corner of said 84.428 acre tract, the southwest corner of the residue of a 6.9361 acre tract of land described in the deed to Marion L. Wischnewsky and Patricia S. Wischnewsky recorded in Volume 1085, Page 385, Deed Records of Montgomery county, Texas, said rod lying on the east line of said William Hillhouse Survey and the west line of the Wm. T. Dunlavy Survey, Abstract No. 168, Montgomery County, Texas and the north right-of-way line of Old Hempstead Road (a 80 foot wide right-of-way, the northerly 40 feet described in right-of-way deed to Montgomery County, Texas recorded in Volume 285, Page 480, Deed Records of Montgomery County, Texas and the southerly 40 feet described in right-of-way deed to Montgomery County, Texas recorded in Volume 290, Page 11, Deed Records of Montgomery County, Texas);

THENCE, South 86 degrees 35 minutes 12 seconds West, with the south line of said 84.428 acre tract and the north right-of-way line of said Old Hempstead Road, 2,009.55 feet to a found 5/8 inch iron rod for the southwest corner of said 84.428 acre tract and the southeast corner of a 20.027 acre tract of land described in the deed to Edwin McCaddon and Marsha McCaddon recorded in Montgomery County Clerk's File No. 2019043148, Official Public Records of Montgomery County, Texas;

THENCE, North 02 degrees 56 minutes 50 seconds West, with the west line of said 84.428 acre tract and the east line of said 20.027 acre tract, passing at 1,899.68 feet a found 5/8 inch iron rod for the northeast corner of said 20.027 acre tract and the southeast corner of a 38.2379 acre tract of land described in the deed to Isabelle Rose Collins recorded in Montgomery County Clerk's File No. 2021001233, Official Public Records of Montgomery County, Texas, continuing with the east line of said 39.2379 acre tract in all 2,166.79 feet to a found 5/8 inch iron rod for the northeast corner of said 39.2379 acre tract and the northwest corner of said 84.428 acre tract, said rod lying on the southwest right-of-way line of Missouri Pacific Railroad, recorded in Volume 413, Page 41, Deed Records of Montgomery County, Texas (right-of-way width varies as described in Volume 26, Pages 329, 331 and 333, Deed Records Montgomery County, Texas);

THENCE, South 75 degrees 00 minutes 18 seconds East, with the southwest right-of-way line of said Missouri Pacific Railroad, 1,302.03 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the northwest corner of a 25 foot wide railroad right-of-way strip described in said Volume 26, Page 331, Deed Records Montgomery County, Texas;

THENCE, South 14 degrees 56 minutes 35 seconds West, with the west line of said 25 foot wide railroad right-of-way strip, 25.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron

rod for the southwest corner of said 25 foot wide railroad right-of-way strip;

THENCE, South 75 degrees 03 minutes 25 seconds East, with the south line of said 25 foot wide railroad right-of-way strip, passing at 809.46 feet a found Texas Department of Transportation Disc, continuing in all 833.00 feet to a found 12 inch fence post at the northeast corner of said 84.428 acre tract and the northwest corner of the residue of said 6.9361 acre tract;

THENCE, South 02 degrees 23 minutes 28 seconds East, with the east line of said 84.428 acre tract, the west line of said 6.9361 acre tract, the east line of said William Hillhouse Survey, the west line of said Wm. T. Dunlavy Survey and generally along a wire fence, 1,469.72 feet to the **POINT OF BEGINNING** and containing 84.35 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, Central Zone (4203) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999957441297.

This description was prepared in conjunction with a survey made on the ground in September of 2021 and prepared in conjunction with a map prepared by Baseline Corporation with the same date as this description.

Revised September 29, 2021
September 13, 2021
By: BASELINE CORPORATION
TxSurv Firm No. 10030200

STATE OF TEXAS
REGISTERED
MICHAEL F. CARRINGTON
5366
PROFESSIONAL
LAND SURVEYOR

Michael F. Carrington

Michael F. Carrington, RPLS
Texas Registration No. 5366

EXHIBIT B
CONSENT CONDITIONS

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

(b) (1) The construction of the District's facilities and systems will be in accordance with the requirements set forth in that certain Utility Agreement (the "Utility Agreement") entered into between the City of Magnolia and Magnolia M3 Ranch, LP, dated January 8, 2019, as amended thereto and as assigned to Montgomery County Municipal Utility District No. 116 on March 30, 2022.

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

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

(d) Prior to the sale of any lot or subdivided parcel of land, the owner or the developer of the land included within the limits of the District will comply with the applicable regulatory requirements of the Approving Bodies which govern platting of land.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the undersigned Secretary of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Montgomery County Municipal Utility District No. 116 that was filed with the Board of Directors of the District on March 30, 2022.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on March 30, 2022.

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 116

(SEAL)

By: _____
Secretary, Board of Directors

1013675

12/07/2023

To:
Mayor Kana and City Counsel

Care of:
Don Doering
City Administrator

From:
Jimmy Thornton
Hydro Clear Services

Discussion and consideration to approve the amendment to our contract between Hydro Clear Services and the City of Magnolia.

We have discussed from the beginning the average loads to be pressed was 16 loads per month. This was a discussion between Don, Bert, Luke and myself. This discussion is not in our contract and should be added per our agreement. Hydro Clear Services will press up to 25 loads per month. Every load above 25 loads Hydro Clear Services will charge the City of Magnolia at a discounted rate, 6 cents per gallon.

Hydro Clear Services will press up to 25 loads per month saving the City of Magnolia $12,187.50 per month, totaling a saving of $146,250.00 per year.

We have met with Don, Tim and Bert numerus times about the above mentioned. Everyone involved agrees that the number of 16 was supposed to be in the contract. With Hydro Clear Services going up to 25 per month everyone agrees that this is beneficial for the city.

Hydro Clear Services will continue to support the City of Magnolia.

Jimmy Thornton
Hydro Clear Services

This Contract is made and entered into this the 14 of March, 2023, by and between the CITY OF MAGNOLIA, a Texas municipal corporation located in Montgomery County, Texas (hereinafter called CITY), and HYDRO CLEAR SERVICES, LLC (hereinafter called CONTRACTOR).

That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

1. CONTRACTOR shall provide a press to process incoming residential sludge for the City's new waste water treatment plant and residential sludge from other similar plants. Equipment provided by CONTRACTOR shall, at the minimum, consist of a belt press, polymer feed equipment and any necessary piping and electrical modifications to have a complete and operational system that receives sludge, presses out liquids resulting in a cake that has a significantly lower water content than the untreated sludge. The liquid from the press shall be sent to the plant lift station to be processed through the City Waste Water Treatment Plant ("WWTP"). The cake shall be hauled off and disposed of as noted below.

2. Sludge from other plants will be offloaded at the City's decommissioned plant located at 30910 Nichols Sawmill Road, Magnolia Texas (A0612 WARD CYRUS T SURVEY, TRACT 6-E, MCAD No. R56524). The City Sludge and the sludge from other plants will be pressed. The resulting dried cake will be transported at Contractor's cost to a TCEQ approved landfill. The sludge from Contractor will be stored in the City Plant No. 1 basin. The City will supply a minimum amount of aeration to minimize odors from the sludge until it is pressed. The Contractor will press sludge regularly to prevent an excessive buildup of sludge in the storage basin. Excessive sludge shall be determined by the City, but in no case will exceed the ability of the provided aeration to abate odor.

3. Any liquid from the sludge pressing operation will be deposited back into the City's system known as WWTP Phase 3 plant located at the aforementioned 30190 Nichols Sawmill Road. Phase 3 is a 0.750 MGD complete mix WWTP system consisting of a lift station, headworks, aeration basin, clarifier, digester, thickener, chlorine contact basin, dichlorination and discharge. The drain line from the press shall be piped to the manhole west of and just prior the lift station for the WWTP.

4. Contractor will provide paving using crushed rock, approved by the City Engineer, for ingress and egress by trucks offloading sludge for press treatment and loading dried cake for transportation to a landfill.

5. Contractor will install and maintain all plumbing and electrical fixtures in accordance with all state and national codes for the operation to press sludge, remove the dried cake and deposit liquid back into the City's system.

6. The City will supply the electricity for the press and pumps as needed.

7. Contractor will only bring in approved and appropriate liquid waste. NO hazardous material will be accepted from the Contractor for processing at the City plant.

CONTRACTOR OBLIGATIONS

8. The Contractor must have a current Texas Commission on Environmental Quality (TCEQ) Sludge Transporter Registration for vehicles used for transportation of the sludge.

9. The Contractor is required to comply with all Federal, interstate, State, Local, and municipal laws, ordinances, rules and regulations pertaining to the hauling and disposal of sludge. This Agreements is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State.

10. Licenses, registrations, permits, authorizations, and all associated fees required for the transportation and disposal of sludge waste are the sole responsibility of the Contractor.

11. Contractor shall be responsible for paying any and all Federal, State, City, and local taxes, fines, penalties and assessments arising out of the hauling and disposal of sludge specified.

12. The Contractor must have a current landfill permit that lists the disposal facility authorized to receive sludge. The landfill permit must be kept current throughout the contract time.

13. The Contractor shall be responsible for and ensure that all spills or damages caused by spills are corrected immediately at Contractor's own expense. Correction of spills or damages shall be conducted in a manner approved by the City's representative.

14. The Contractor shall be responsible for damages to the City's facilities and/or City's equipment, and/or the buildings and their contents, by its work, negligence in its work, and its personnel. The Contractor will make any repairs necessary to keep the storage tank in operation including any necessary structural repairs and aeration repairs. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

15. The Contractor shall provide all data and documentation necessary for the preparation of the Annual Sludge Disposal Report as required by the Texas Commission on Environmental Quality (TCEQ). Data and documentation shall be provided annually no later than August 10th to the City of Magnolia. The City will prepare the report and submit to TCEQ by the required deadline.

16. Further, it is the Contractor's responsibility to ensure its equipment is compatible with the city plant dimensions to efficiently and effectively perform work.

17. INDEMNIFICATION: THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE LAWS, RULES, AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

IN ADDITION, THE CONTRACTOR AGREES TO KEEP, SAVE AND HOLD THE CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THE CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR IN THE PROVISION OF SERVICES UNDER THE CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE CONTRACTOR P OR THE CONTRACTOR'S AGENT, ASSIGNS OR EMPLOYEES. IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE CONTRACTOR THAT SUCH INDEMNITY IS INDEMNITY BY THE PROPOSER TO INDEMNIFY AND PROTECT THE CITY FROM SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION DUE TO THE CONTRACTOR'S NEGLIGENCE, ERROR OR OMISSION.

INSURANCE

18. INSURANCE: The Contractor shall purchase and maintain insurance in the limits listed below:

General Liability:
Bodily Injury - $500,000 per person/$1,000,000 per occurrence Property Damage $1,000,000
Aggregate - $2,000,000
Automobile Liability - $1,000,000 per claim/aggregate
Workers Compensation - Statutory

Certificates of such insurance in these limits are to be provided to the City within ten (10) days after the date this Agreement is signed by the Contractor and before any commencement of delivery or work under this contract. Certificates of Insurance shall provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall indicate the City as an Additional Insured.

TERM OF AGREEMENT/TERMINATION

19. This term of this Contract shall be for a period of five (5) years, commencing on April 1, 2023 and terminating on March 31, 2028, unless sooner terminated in accordance with the provisions of this Contract . The City and the Contractor shall have the option, to renew this Contract for four (4) additional periods of one (1) year. Each Renewal Term shall be subject to revisions depending on the market conditions.

20. In the event the services to be provided are not furnished or are deficient, in the City's sole opinion, after the contractor has received notice from the City, the City reserves the right to employ other contractors for removal and/or disposal of sludge. Repeated deficiencies or failure to furnish required services may, in the City's discretion, be considered grounds for termination of contract.

21. When a Party has defaulted any material terms of this Agreement, the non-defaulting party may terminate this Agreement on sixty (60) days' written notice

where such default has not been cured within such thirty (30) days of written notification of the default to the defaulting party.

22. Neither Party shall be liable to the other for special, consequential, incidental, lost profits or future profits ,or punitive damages arising out of the performance of this Agreement.

MODIFCIATION AND ASSIGNMENT

23. This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party without the prior written consent of the CITY.

MISCELLANEOUS:

24. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency.

25. The CITY and CONTRACTOR agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Montgomery County, Texas.

26. Except for the obligation to make payments hereunder, neither Party shall be in default or liable to the other Party for its failure, in whole or in part, to perform or delay in performance caused by Force Majeure, and the affected Party shall be excused from performance during the occurrence of such events. If either Party delays or fails to return to performance under this Agreement after the Force Majeure event, then such delay or failure may be considered a default under this Agreement by the performing Party.

27. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, that may exist between the Parties or their affiliates.

28. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

29. Contractor, in conjunction with the execution of this Agreement and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it does not Boycott Israel, as defined in Chapter 8008 of Subtitle A, Title 8 of the Texas Government Code, and will not Boycott Israel during the term of the contract/agreement. Contractor hereby acknowledges and agrees that this verification is a material term of the contract/agreement and Owner is expressly relying on this verification in agreeing to enter into the contract/agreement with Contractor.

30. Pursuant to Section 2252.152 of the Texas Government Code, CONTRACTOR hereby verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

31. Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Contractor agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

32. In accordance with Chapter 2264 of the Texas Government Code, CONTRACTOR agrees not to employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Workers").

33. Notice. Any notice given hereunder by one party to the other party shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

Notice to the City:

City Administrator
City Secretary
18111 Buddy Riley Blvd
Magnolia, Texas 77354

Notice to the Contractor:

Jimmy Thornton, CMO
350 Neidigk Sawmill Rd
Magnolia, Texas 77354

34. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed on the dates set forth below.

CITY:

CITY OF MAGNOLIA, TEXAS

By: _____
Name: Todd Kana
Title: Mayor

Date: 3/14/2023

CONTRACTOR:

Hydro Clear Services, LLC

By: _____
Name: Jillian Hurst / Luke Sansa
Title: CMO / CFO

Date: 3-14-23

FIRST AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT
(MAGNOLIA VILLAGE)

This **First Amendment to Economic Development Agreement** (the "First Amendment") is entered into as of the ___ day of _____, 2023, by and between GC MAGNOLIA, LP, a Texas limited partnership ("GC Magnolia"), and the CITY OF MAGNOLIA, TEXAS, a Texas Type A general law municipality (the "City," and together with GC Magnolia, the "Parties").

RECITALS

GC Magnolia and the City previously entered into that certain Economic Development Agreement effective as of June 14, 2022 (the "Agreement"), detailing certain economic development incentives to be made by the City to GC Magnolia in exchange for the completion of certain project enhancements (as defined in the Agreement, the "Enhancements") serving the Magnolia Village development (the "Project").

Subsequently, due to a lack of adequate existing water supply the City declared a temporary moratorium on development (the "Moratorium"), as well as ceased to allow additional connections to the City's water system until additional supply was available.

While the City is actively taking steps to address the water supply shortage, the lack of water supply has unavoidably delayed the ongoing construction of the Project.

In addition to the foregoing, the Texas Department of Transportation ("TxDOT") has also notified GC Magnolia that certain Enhancements may not be performed by GC Magnolia at this time due to the fact that TxDot intends to perform conflicting improvements in the future.

Due to the foregoing, the Parties now seek to modify the Agreement to adjust the term, Enhancement completion timing, the list of Enhancements to be completed, and the City funding commitment.

For and in consideration of the mutual promises, covenants, obligations, and benefits of this First Amendment, the Parties hereby agree as follows:

AMENDMENT

1. Section 2.2 a. of the Agreement is hereby amended to delete the Enhancements to be performed by TxDOT and to read:

   "FM 1488 enhancements, including: (i) the installation of two traffic signals along FM 1488 with one located at Heritage Lane and one located at Community Drive; and (ii)ongoing mowing and maintenance of the roadside of FM 1488 to ensure a cohesive aesthetic with the Project;"

   All other Enhancement obligations set forth in 2.2a and the Agreement shall remain an obligation of GC Magnolia to complete in accordance with the terms of the Agreement.

2. Due to the elimination of two of the Enhancements required to be completed by GC Magnolia in Section 2.2a., the Parties agree that the maximum economic development incentive set forth in the Agreement should be downwardly adjusted from $5,000,000.00 to $4,500,000.00. Accordingly Sections 3.1 and 4.1 are hereby amended to change $5,000,000.00 to $4,500,000.00.

3. The Parties recognize and understand that due to the moratorium on development in effect within the City, completion of the Project has been delayed and as a result, Enhancement completion requirements and the term of the Agreement should be extended. To effectuate this extension, the Parties hereby agree (i) that the Enhancement completion deadline set forth in Section 3.2 shall be extended from January 1, 2027 to July 1, 2029; and (ii) that the outside expiration date of the Agreement set forth in Section 4.1 shall be extended from December 31, 2034 to December 31, 2036.

Other than as specifically changed by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect. Capitalized terms not otherwise defined in this First Amendment shall have the meanings assigned to such terms in the Agreement.

[SIGNATURE PAGES FOLLOWS]

EXECUTED AND AGREED TO as of the date first given above.

THE CITY OF MAGNOLIA

_____

By: Don Doering, City Administrator

ATTEST:

_____

Christian Gable, City Secretary

APPROVED AS TO FORM:

_____

Leonard Schneider, City Attorney

GC MAGNOLIA, LP,
a Texas limited partnership

By: Gulf Coast GP, Inc.,
a Texas corporation,
its General Partner

By: _____

Name: B. Patrick Egan

Title: Authorized Agent

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared **B. PATRICK EGAN,** who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the capacity therein expressed, and with full authority to so act, on this, the ___ day of _____, 2023.

_____
Notary Public in and for the State of Texas

My commission expires:

0.0/

CVS pharmacy
H-E-B
curbside
LOW PRICES
Pharmacy
clb md 0.00

Mayor and Council,

During the last 9 months of being Interim City Secretary, I have nearly completed the TMCCP City Secretary Certification Program. In July, I rented a total of 16 textbooks and passed all 4 Course exams before October.

Once all 4 course exams were completed, I thought I was finished. After reaching out to TMCCP for my certification papers, they clarified that I am also required to attend 8 seminars OR 48 webinars before I can graduate. (6 webinars = 1 seminar credit) Because their scheduled seminars are spaced 2+ months apart, it will take another year and a half before I can complete them.
Here are my completed and upcoming webinars and seminars.

COMPLETED FOR CERTIFICATION:

2/24/2023	Webinar: Texas Alcoholic Beverage Commission
3/14/2023	APPOINTMENT TO INTERIM CITY SECRETARY POSITION
4/25/2023	Webinar: City Secretary 101
7/21/2023	COURSE 1 – PASSED EXAM (50 hrs)
8/08/2023	COURSE 2 – PASSED EXAM (50 hrs)
8/08/2023	COURSE 3 – PASSED EXAM (50 hrs)
9/22/2023	COURSE 4 – PASSED EXAM (50 hrs)
10/26/2023	People, Pressure, Personality Seminar (Frisco, TX)

UPCOMING SEMINARS FOR CERTIFICATION:

1/11/2024	Election Law Seminar (Denton, TX)
4/19/2024	OMA/PIA Seminar
6/13/2024	Public Funds Investment Seminar
8/29/2024	Records Management Seminar
10/31/2024	Advanced Institute Seminar

**2 more seminars to be announced for 2025

Other courses completed before Certification Program:
Open Records Act Course
Open Meetings Act Course
Records Management Course
Planning Foundations Course
Land Use Fundamentals Course
Reading Construction Docs 101
Permit Technician Certification
HGAC Election Law Workshop (Feb 2023)
Notary Public Commission (Feb 2023)

Attached you will find my resume that was also included in the March City Council Agenda Packet. Since then, I have taken on more City Secretary-related duties and am enjoying the ride in this new direction.

Signed,
Christian Gable

Updated: Dec 28, 2022

RESUME

CHRISTIAN GABLE

Magnolia, TX 77355

cgable@cityofmagnolia.com

OBJECTIVE

My name is Christian Gable, 28 years old with a 5-year-old daughter. I am content with my current position but am always looking for ways to grow and expand my knowledge. After educating myself and becoming confident in the utility, permit, and planning department, I am open to additional learning opportunities.

EDUCATION —

Aveda Arts & Sciences Institute
2014 – 2015
Cosmetology License

Lone Star Community College
2013 – 2014
Basics

Cypress Woods High School
Graduated 2013
Diploma

COMPLETED MUNICIPAL TRAINING —

Open Records Act course
Open Meetings Act course
Records Management course
Planning Foundations course
Land Use Fundamentals course
Reading Construction Docs 101
Permit Technician certification
HGAC Election Law Workshop (Feb 2023)

KEY SKILLS —

Research
Planning
Marketing
Organizing
Social Media
Accommodation

EXPERIENCE

August 1, 2021 - Present
Planning Coordinator • Permit Tech • Event Coordinator

Current Duties:

- **Planning Coordinator**
  - Completed Planning Foundations course
  - Completed Land Use Fundamentals course
  - Respond to planning inquiries
  - Direct applicants to city planning resources and translate as needed
  - Communicate between Urban Planner and City Engineer regarding plats
  - Present projects to PZC, ZBOA, and City Council
  - Store and organize signed plats and plans in accordance to Records Management requirements
  - Coordinate and attend pre-development meetings

- **Licensed Permit Technician**
  - ICC Permit Tech license obtained in 2021
  - Receive, process, collect payment and issue permits
  - Request electric meter releases from CenterPoint
  - Sign and issue Certificates of Occupancy upon final inspections
  - Review and approve sign permit applications based on UDC requirements
  - Input and file all required documents, including insurance and licenses, to ensure that all incoming contractors are registered with the City before construction
  - Communicate between applicant and Bureau Veritas (contracted plan reviewer and inspector)
  - Mail out annual sign and alarm permit renewal invoices
  - Communicate with Montgomery County regularly for new development updates
  - Maintain and deliver monthly permit reports

- **Event Coordinator**
  - Update City website and social media regularly
  - City LED sign graphic design
  - Organize and advertise City events

- **Additional Duties** (continued on next page)
  - Completed Records Management training course
  - Completed Open Records Act training course
  - Completed Open Meetings Act training course

- Enrolled in HGAC Election Law Workshop (Feb 2023)
- Receive, forward, respond and collect payment for Open Records requests
- Update Ordinances through Franklin Legal Publishing as adopted
- Assemble and post Planning & Zoning agendas and packets
- Assemble and post City Council agendas and packets
- Assemble and post ZBOA agendas and packets
- Assist in assembling and posting agendas and packets for 4A Corporation and 4B Corporation
- Submit formal public notices to the newspaper for publishing within the required timeline before public meetings
- Mail letters to neighboring residents and post public notices within public view for qualifying public meetings
- Record public meetings for posting
- Produce and post minutes for public meetings
- Upload urgent notices promptly to our website and City Alerts Portal to educate the public of unforeseen circumstances
- Research development/utility agreements as needed
- Find and translate codes and ordinances upon request
- File legal documents upon production
- Digitalize or dispose of aging documents and plans as needed in accordance to the Records Management requirements
- Accept moratorium exceptions and waivers for review
- Regulate and respond to incoming moratorium inquiries
- Accept variances and appeals filed by the public for administrative or ZBOA review
- Maintain knowledge of utility department duties and procedures, ensuring confident coverage when employees are absent
- Respond to resolve difficult and sensitive complaints from the public
- Assist in training incoming employees in various departments
- Assist Public Works by assembling monthly reports (SJRA, LSGCD, TCEQ, DLQOR, NetDMR and City Council)

May 2020 – May 2021 (Covid) Locker Room Haircuts
Men's Hair Stylist

August 2018 – May 2020 Gold's Gym
Youth Trainer / Childcare Supervisor (free childcare)

February 2014 – August 2018 Sport Clips
Men's Hair Stylist / Salon Manager

References available upon request.

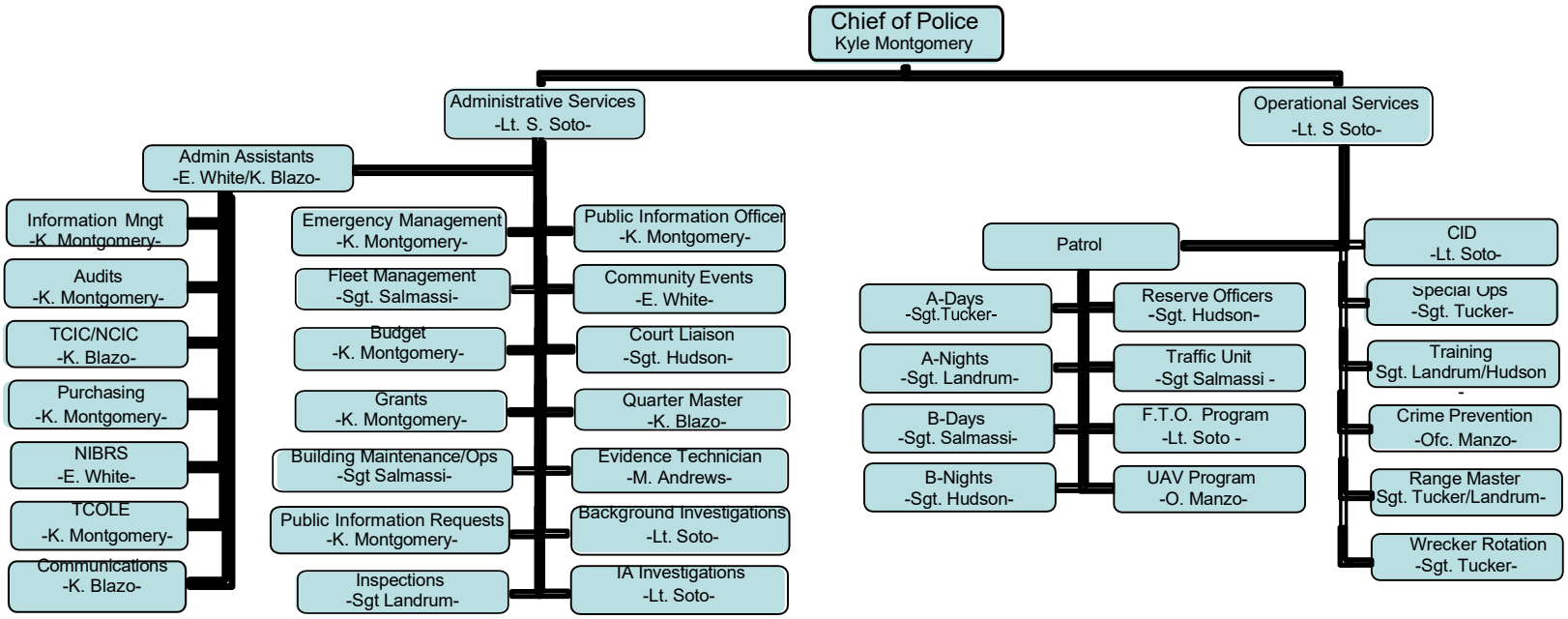
DEPARTMENT REPORT

November 2023

Prepared by:
Kyle Montgomery
Chief of Police

ADMINISTRATIVE

Organizational Chart



PATROL

CALL BREAKDOWN

	Oct	Nov	Monthly Change
EMERGENCY	17	17	-
Non-Emergency	319	308	-8

CALLS FOR SERVICE

	Oct	Nov	Monthly Change	2023
Total Calls for Service	336	325	-11	3,736

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

OFFENSE REPORTS

	Oct	Nov	Monthly Change
Report Totals	73	60	-13

RESIDENTIAL PATROLS

	Windmill Estates	Mag Ridge	Dogwood Patches	Mustang Ridge	Mag Forest	Timber Hollow	Mag Place	Myrtle Gardens	Totals
Oct	284	353	288	269	184	282	140	198	1,988
Nov	300	339	307	263	228	292	234	224	2,187

CALL TOTALS

OFFENSES	Oct	Nov	MONTHLY CHANGE
Burglary of a Vehicle	0	0	-
Burglary of a Building	0	0	-
Burglary of a Habitation	0	0	-
Theft	3	2	-1
Fraud/Forgery	2	4	+2
Criminal Mischief	0	3	+3
Robbery	0	0	-
Assault/Family Violence	1	1	-
Death Investigation	1	0	-1
Sexual Assault	0	0	-
Motor Vehicle Crash	29	20	-9
Alarms	17	23	+6
Medical calls	17	20	+3
Welfare Checks	17	22	+5
Disturbances	1	6	+5
Assist Outside Agency	13	20	+7
Narcotics	17	13	-4
DWI	15	13	-2

CRIMINAL ARRESTS

	Oct	Nov	MONTHLY CHANGE
TOTAL ARRESTS	43	36	-7
NARCOTICS	17	13	-4
DWI	15	13	-2

TRAFFIC CONTACTS BY RACE

	Asian/ Pacific	Black	Hispanic	Alaskan/ Indian	White
Oct	17	64	180	2	575
Nov	16	68	172	2	484
Change	-1	+4	-8	-	-91

TRAFFIC CRASHES

	Oct	Nov	MONTHLY CHANGE
Fatal	0	0	-
Injury	3	2	**-1**
Non-Injury	26	18	**-8**

TRAFFIC ENFORCEMENT

	Oct	Nov	MONTHLY CHANGE
FM 1488	592	497	**-95**
FM 1774	212	180	**-32**
Magnolia Blvd	180	181	**+1**
Buddy Riley	69	59	**-10**
Nichols Sawmill	48	27	**-21**
Total Violations	1,067	947	**-120**

COMMERCIAL PATROLS

	Oct	Nov	MONTHLY CHANGE
Business Checks	1,376	1,307	**-69**
Business Contacts	42	27	**-15**
Totals	1,418	1,334	**-84**

CRIMINAL INVESTIGATIONS

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

	2023
Total Cases	60
Cleared	34
Clearance Rate	**56%**

FY 2024 MAGNOLIA MUNICIPAL COURT COLLECTIONS REPORT

Month	Citations Paid through traffic payment.com	Citations paid in office or through the mail	Total court collections
Oct.2023	38, 246.70	34, 538.71	72, 785.41
Nov.2023	30,015.90	29,702.01	59, 717.91
Dec.2023			
Jan.2024			
Feb.2024			
Mar.2024			
Apr. 2024			
May 2024			
Jun. 2024			
Jul. 2024			
Aug. 2024			
Sept. 2024			
Total:	68,262.60	64,240.72	132,503.32
	by: Frances Suarez		

2023 MAGNOLIA MUNICIPAL COURT CASE MANAGEMENT REPORT

Month	Citations Issued	Violations Issued	Warnings Issued	New Warrants Issued	Warrants Cleared	Arraignment Cases	Juvenile Court Cases	Judge Trial cases	*Jury Trial Cases	Show Cause cases
January	277	367	504	82	38	50	4	0	0	6
February	282	350	435	74	85	55	3	0	0	7
March	326	452	485	17	79	45	2	0	0	7
April	326	424	575	75	51	35	3	1	0	25
May	314	428	609	0	66	64	2	0	0	6
June	267	352	664	199	56	23	0	0	0	0
July	326	431	666	4	43	50	4	2	0	8
August	314	418	726	95	29	52	5	1	0	9
September	248	320	545	92	53	36	4	0	0	9
October	286	373	580	110	56	37	3	0	0	5
November	219	283	505	77	46	23	6	0	0	12
December										
TOTAL	3,155	4,198	6,294	825	602	470	36	4	0	85

Completed By: Frances Suarez

Code Compliance Report
For Month Of NOVEMBER 2023

DATE	ADDRESS	NAME	VIOLATION	STATUS
11-3	FM 1774 Rd @ Thomas St.	TX DOT (PATRICIA)	Stop sign down - will	fix
11-3	~~[illegible]~~ 18111 Buddy Riley	City of MAGNOLIA	SIGNAGE	8 REMOVED
11-7	18111 Buddy Riley	City of Magnolia	Signage	6 Removed
11-8	503 Kelly	Ascension, A	~~Dead~~ TREE Notice	SENT
11-13	6011 FM 1488	SPORTS Clips	FEATHERED FLAGS Signs	will REMOVE
11-13	32506 Blue Plum Ln.	Myrtle GARDENS by Centex	Feathered FLAGS	will REMOVE
~~11-13~~	~~14155 Greystone~~	~~MERITAGE Magnolia Place~~	~~Feathered Flags~~	
11-17	38337 SPUR 149 Rd.	~~[illegible]~~ Gateway Church	FEATHERED FLAGS	will REMOVE
11-17	City of Magnolia	18111 Buddy Riley	SIGNS	48 REMOVED
11-21	302 S. Magnolia Blvd.	St. MATTHINS Catholic Church	No PERMITS	NOTICE MAILED
11-30	City of Magnolia	18111 Buddy Riley	Signs	32 Removed

CITY OF MAGNOLIA

B&W ENGINEERING REPORT

DECEMBER 12, 2023

1. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN DESIGN

A. Water Well No. 9

The permit request for Water Well No. 9 as well as a pumpage increase request was submitted to Lone Star Groundwater Conservation District (LSGCD) on October 24, 2023.

On September 28, 2023, we submitted the service upgrade to request to CenterPoint. A service upgrade from 600A to 1200A is needed to power all components at once of the ultimate plant, which includes two water wells. The lead time on ground transformers is currently one year.

City Staff is continuing to work with the landowner on obtaining the sanitary control easement (SCE).

The project schedule is dependent upon the LSGCD exception request and review process, as well as the recordation of the sanitary control easement. The project is tentatively scheduled to advertise in January 2024 with bids presented at the February 2024 Council meeting. The project is currently undergoing internal QA/QC review. We will revise the schedule once enough information from agencies is obtained.

B. Water Plant No. 4 500,000-Gallon Elevated Storage Tank (EST)

We have reached out to LJA Engineering to obtain the survey and CAD files for Water Plant No. 4. The geotechnical report for the EST is complete.

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

The Notice of Award was sent to Cruz Tec, Inc. and we await bonds and insurance. We continue to work with GrantWorks, Inc. on proceeding with this project. We anticipate a Notice to Proceed in January 2024.

D. Amarillo Drive Replacement and Smith Road Repairs

Design is underway with the pavement replacement of Amarillo Drive and the widening of Smith Road. A meeting is scheduled for Saturday, December 16, 2023, to review the scope of work with the Amarillo Drive residents.

E. Melton Street Sanitary Sewer System

As noted in the previous months, the Melton Street sanitary sewer system experiences issues after a heavy rain. We have provided recommendations to the City. No action has taken place on this line as the City indicated that they wanted the City Engineer to review this.

2. WATER PLANT NO. 3 TEMPORARY FACILITIES

The temporary facilities remain online. We are awaiting notice to have the contractor remove facilities and continue to receive and process invoices for equipment rental.

3. CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS IN CONSTRUCTION

A. Water Plant No. 2 (Kelly Road Water Plant) Ground Storage Tank and Hydropneumatic Tank Addition

Baxter & Woodman is providing limited construction phase services. City Staff is providing the majority of construction phase services including observation.

Contractor: ALLCO LLC
Contract Time / Completion Date: 270 calendar days / May 24, 2024
Contract Amount: $1,660,950.00

The contractor has completed detention pond construction and is underway with storm sewer installation. The GST is expected to be delivered in May.

Alternate No. 6, which was awarded, was to install the 10,000-gallon HPT that had been delivered to the site from the Water Plant No. 3 project; however, the 10,000-gallon HPT has been moved to the Water Plant No. 3 site for permanent installation as directed by the City staff. The 20,000-gallon tank obtained by the City is now on-site.

B. 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 fiberglass building near Water Well No. 8 for the water well motor starter and the fiberglass building for chemical equipment have been delivered to the site.

Weisinger and EAC are underway with the reconfiguration of electrical service and meter to meet new CenterPoint standards. The delivery of the concrete bus weatherhead is scheduled for mid-January. Coordination will occur with CenterPoint to disconnect the existing service and reconnect the new service. The pump and motor are scheduled to be installed thereafter.

Fiberglass Building

Fiberglass Building

Weisinger submitted Pay Estimate No. 8 for $85,009.14 **(attached)**. This amount represents partial payment for well television camera survey, installing 500-gpm pump, underground duct banks, and pull boxes.

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

<u>Phase I (Water Well No. 7)</u>

Contractor: R & B Group, Inc.; Drilling Subcontractor: Weisinger, Inc.
Contract Time / Completion Date: 270 calendar days / June 30, 2023
Contract Amount: $3,281,100.00

The HPT has been disinfected and a bacteriological sample has been taken for testing. The coating has been completed on the water well discharge and HPT piping. The contractor is waiting on the differential pressure transformer. The well currently does not function in “hand” mode, which is necessary for it to operate in “auto.” We are pushing the contractor to have the electrical subcontractor correct this.

Water well discharge piping blasted before coating

HPT water line connection

R & B submitted Pay Estimate No. 10 for $138,953.18 **(attached)**. This amount represents partial payment for the maintenance of SWPPP devices, wire-to-water testing of well pump, installation of chlorination system, phosphate system, safety shower and eyewash station, 895 linear feet of 6-foot chain-link fence, two removable bollards, site restoration, general electric work, and work per Change Order No. 3 and Change Order No. 4.

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

Baxter & Woodman is providing limited construction phase services. City Staff is providing the majority of construction phase services including observation.

Contractor: R & B Group, Inc.
Contract Time / Completion Date: 480 calendar days / November 9, 2024
600 calendar days / March 9, 2025 (generator)
Contract Amount: $4,326,395.00

The detention pond was constructed in September and has been hydro mulched; however, there is still no vegetation establishment at the pond. The GST is expected to be delivered to the site in April. The contractor continues to be underway with submittals.

Detention pond overall

Detention pond erosion

D. Nichols Sawmill WWTP Expansion

Allco, LLC is approximately 98% complete with the project. A fifth SCADA startup was held in November, with the project integrator, BLTI. Another deficiency list was provided. We continue to push the general contractor and the integrator to get this project completed. A final inspection is scheduled for December 12, 2023. If outstanding issues remain, a separate meeting will be scheduled with the contractor to discuss options to proceed.

Allco is underway with the blasting and coating of the chlorine contact basin and clarifier walls at Plant No. 2 (South Plant).

Coated aeration basin walls

Coated aeration basin walls

ALLCO, LLC submitted Pay Estimate No. 31 for $19,575.50 **(attached)**. This amount represents partial payment for installation of project sign, Treatment Unit No. 2 power and lighting, SCADA system HMI training, maintenance and operator training, site acceptance and testing, and facility startup/commissioning.

4. FUTURE CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS

A. Future Water Plant Sites

<u>Water Plant No. 4 (Magnolia East Water Plant, Magnolia East Municipal Utility District)</u>

The project is in the process of being awarded by developer.

B. Future Wastewater Treatment Plant Sites

There is no additional information this reporting period.

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

The application was for financial assistance in the amount of $10,675,000. The TWDB approved the financial assistance request on September 14, 2023, along with $1,000,000 in principal forgiveness. It is anticipated the transaction will close in December 2023.

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

The Treatment Unit No. 1 evaluation report was provided to City Staff for review on September 5, 2023. The report calculated that Treatment Unit No. 1 is capable of treating 0.25 MGD.

Treatment Unit 2 will be rehabilitated and put back online as part of the current WWTP Expansion to 1.30 MGD project.

6. REGULATORY COMPLIANCE PROJECTS

A. Sanitary Sewer Overflow (SSO) Initiative (TCEQ)

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. We followed up on July 18th and have not yet received a response.

B. Lead and Copper Rule Revisions (EPA)

The compliance date for the Lead and Copper Rule Revisions (LCRR) is October 16, 2024. It is our understanding City Staff is handling the compliance.

C. Lone Star Groundwater Conservation District (LSGCD) Permit

An allocation increase request was sent on August 22, 2023, and a second allocation increase request was sent with the Water Well No. 9 permit application on October 25, 2023. Both requests are under technical review.

7. PLANNING PROJECTS

A. Water Master Plan and Wastewater Master Plan

We are in discussions with the City Engineer regarding scope of work and information needed for the Water Master Plan and Wastewater Master Plan updates.

B. Master Thoroughfare Plan

The draft report was provided to City Staff on August 10, 2023. Comments will be incorporated once received. The Master Thoroughfare Plan is planned for approval at a future Planning and Zoning Commission meeting and a future City Council Meeting.

C. City Limits, ETJ, and Zoning Map

The proposed zoning layer changes, as drafted in UDC Chapter 2: Zoning and Land Uses, have been drawn and were sent to City Staff and the UDC Task Force on August 15. Comments will be incorporated once received. The zoning map will need to be approved in conjunction with the updated UDC.

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

D. Unified Development Code (UDC)

The proposed UDC was sent to City Staff and the UDC Task Force for review on August 15. They are currently providing a thorough review of the documents. Comments will be incorporated once received. The zoning map, as mentioned under Item C above, and the UDC are planned for approval at a future Planning and Zoning Commission meeting and a future City Council Meeting.

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

Construction contracts must be underway by December 31, 2024, and all ARPA funds must be spent by December 31, 2026. The proposed projects include:

- Water Plant No. 1 212,000-Gallon GST rehabilitation
- Water Plant No. 1 100,000-Gallon EST rehabilitation
- Water Plant No. 2 200,000-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.

C. 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).

9. DEVELOPMENT AND PLAN REVIEWS

We are only performing plan reviews on projects we performed the original plan reviews on. The City Engineer is performing plan reviews on all new projects.

10. GIS SYSTEM

The following GIS updates occurred this reporting period:

- Magnolia Village Section 1: We have received GIS files.
- Magnolia Village Section 2: We have received GIS files and await a PDF of the record drawings before adding the utilities to the GIS.
- Myrtle Gardens: We have received CAD files from IDS.
- Windmill Estates Section 1 Replat: We have received files from BGE
- We have requested GIS and PDF files of the following developments:
    - From LJA, we have requested Mustang Ridge 1-3, Magnolia Ridge Forest 7-20, Magnolia Ridge 14-15, Escondido 5, Magnolia Place 2, Magnolia Village, and Mill Creek 6-7
    - From RPS we have requested Magnolia M3 Ranch
    - From IDS we have requested Magnolia Village South and Myrtle Gardens
- 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.)

Janice Noeldner

Janice C. Noeldner, P.E.
Senior Project Manager
Baxter & Woodman, Inc.
TBPELS Registration No. F-21783

Attachments

BAXTER & WOODMAN
Consulting Engineers
11450 Compaq Center W Dr., Suite 660, Houston, TX 77070 • baxterwoodman.com

November 17, 2023

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

Subject: Pay Estimate No. 8
Water Well No. 8

Dear Mr. Robertson:

Baxter & Woodman is presenting **Pay Estimate No. 8** in the amount of **$85,009.14** for the above referenced project for your review. This amount represents partial payment for performing well television camera survey, installing a 500-gpm pump, underground 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.
Mr. Hunter Luna – Baxter & Woodman, Inc.

Project: City of Magnolia Well 8

Job No.: 220875.40

Owner: City of Magnolia

Project Manager: Jordan Miller
Engineer: Baxter & Woodman Company

Contractor: Weisinger Incorporated

Application Date: 11/15/2023 Application No.: 8

Period From: 9/27/2023 To: 11/15/2023

CHANGE ORDER SUMMARY

Change orders approved in previous months by Owner		Additions $	Deletions $
Subsequent Change Orders			
Number	Approved (date)		
Co1	7/11/2023	$ 256,605.00	$ -

Net Change by Change Orders $256,605.00

Weather Days Requested to Date: Weather Days Granted:
Liquidated Damages Assessed: None

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	$	2,275,212.60
Material on Hand	$	24,289.60
Subtotal plus MOH	$	2,299,502.20
Retainage 10%	$	229,950.22
Total less Retainage	$	2,069,551.98
Less Previous Certificates for Payment	$	1,984,542.84
Current Payment Due	$	85,009.14

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.

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above

Contractor: Weisinger Incorporated

Signed by:

Recommended by: Date: 28 Nov 2023
Baxter & Woodman Company

Approved by: Date:
City of Magnolia

BAXTER & WOODMAN
Consulting Engineers
11450 Compaq Center W Dr., Suite 660, Houston, TX 77070 • baxterwoodman.com

November 9, 2023

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

Subject: Pay Estimate No. 10
Water Plant No. 3 – Phase I

Dear Mr. Robertson:

Baxter & Woodman is presenting **Pay Estimate No. 10** in the amount of **$138,953.18** for the above referenced project for your review. This amount represents partial payment for the maintenance of SWPPP devices, wire-to-water testing of well pump, installation of chlorination system, phosphate system, safety shower and eyewash station, 895-linear feet of 6-foot-tall chain-link fence, two (2) removable bollards, site restoration, general electrical work, and work per Change Order No. 3 and 4. 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.

R & B GROUP, INC. October 28, 2023

City of Magnolia, Texas MONTHLY STATEMENT NO.

Work to date (Total from proceding sectio $ 3,546,869.22

CHANGE ORDERS:

No. 1	100	% Complete	$15,598.04
No. 2	100	% Complete	$167,310.81
No.3	100	% Complete	$120,460.73
No.4	100	% Complete	$8,164.23
		% Complete	$0.00

NET CHANGE ORDERS TO DATE	$311,533.81
AMOUNT DUE	$ 3,546,869.22
LESS 10% RETAINAGE	$354,686.92
SUBTOTAL	$3,192,182.30
	$0.00
TOTAL AMOUNT DUE TO DATE	$3,192,182.30
LESS PREVIOUS INVOICES	$3,053,229.12
AMOUNT DUE THIS PAYMENT	$138,953.18

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 10 Nov 2023

Baxter Woodman, Inc. Date

Approved By

City of Magnolia Date

BAXTER & WOODMAN
Consulting Engineers
11450 Compaq Center W Dr., Suite 660, Houston, TX 77070 • baxterwoodman.com

November 10, 2023

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

Subject: Pay Estimate No. 31
Wastewater Treatment Plant Expansion

Dear Mr. Robertson:

Baxter & Woodman is presenting **Pay Estimate No. 31** in the amount of **$19,575.50** for the above referenced project for your review. This amount represents partial payment for installation of project sign, Treatment Unit No. 2 power and lighting, SCADA system HMI training, maintenance and operator training, site acceptance testing, and facility startup/commissioning. 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 two percent (2%) 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. Don Doering – City of Magnolia
Mr. Michael A. Kurzy, PE – Baxter & Woodman, Inc.
Mr. Daniel Ramos, PE – Baxter & Woodman, Inc.
Mr. Keith Bohack – Baxter & Woodman, Inc.

SUMMARY SHEET
(Use with AP2 or AP3)

APPLICATION FOR PAYMENT

OWNER:	CITY OF MAGNOLIA	PROJECT:	WWTP EXPANSION
CONTRACTOR:	ALLCO, LLC	CONTRACT:	3-2019
FOR PERIOD ENDING:	7/15/2023	PAYMENT APPLICATION DATE:	Jul-23
PAYMENT APPLICATION NO:	31		

CONTRACT AMOUNT		
ORIGINAL CONTRACT AMOUNT	$	$9,974,000.00
PLUS: ADDITIONS TO CONTRACT	$	$119,685.00
LESS: DEDUCTIONS FROM CONTRACT	$	($122,378.77)
ADJUSTED CONTRACT AMOUNT TO DATE	$	$9,971,306.23

WORK PERFORMED		
COST OF WORK COMPLETED	$	$9,285,557.88
PLUS MATERIALS STORED (ATTACHED SCHEDULE)	$	$0.00
NET AMOUNT EARNED TO DATE	$	$9,285,557.88
LESS AMOUNT OF RETAINAGE	$	185,711.16
SUBTOTAL	$	$9,099,846.72
LESS PREVIOUS PAYMENTS	$	$9,080,271.23
AMOUNT DUE THIS APPLICATION	$	$19,575.50

CONTRACTOR'S Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest of encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

☐ Required lien waivers attached

Dated _____, _____

MARY BETH DELORD
Notary Public, State of Texas
Comm. Expires 04-12-2027
Notary ID# 287955-8

ALLCO, LLC
CONTRACTOR

By _____
(Authorized Signature)

By Bernard Hannasen
(Print Name)

Sworn to and subscribed before me on the 18th day of October, 2023

Mary Beth DeLord
(Notary Public in and for the State of Texas)

Payment of the above AMOUNT DUE THIS APPLICATION is approved by

Dated _____, _____ CITY OF MAGNOLIA

By _____
(Authorized Signature-OWNER)

By _____
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended by

Dated Nov 11, 2023 BAXTER & WOODMAN, INC.

By _____
(Authorized Signature)

By Patricia Gunter
(Print Name)

City Administrator's Report for December 12, 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:

11/09 Attended 4A meeting

11/09 Attended 4B meeting

11/16 Meet with Service Provider

11/16 Attended P & Z meeting

11/27 Attended Pre-Development meeting

11/27 Met with Sludge Hauling Company representatives

11/27 Met with Developer to discuss plans for new parks

11/28 Toured Magnolia Train Depot

11/28 Attended Magnolia Historical Society meeting

11/29 Met with Economic Development Director and Park Planner

11/30 Attended Development Engineering meeting

11/30 Attend MISD Pre-Trial Hearing in Conroe

12/01 Meet with Service Provider

12/02 Attended Chamber of Commerce Christmas Parade

12/04 Attended meeting with area City Managers/Administrators

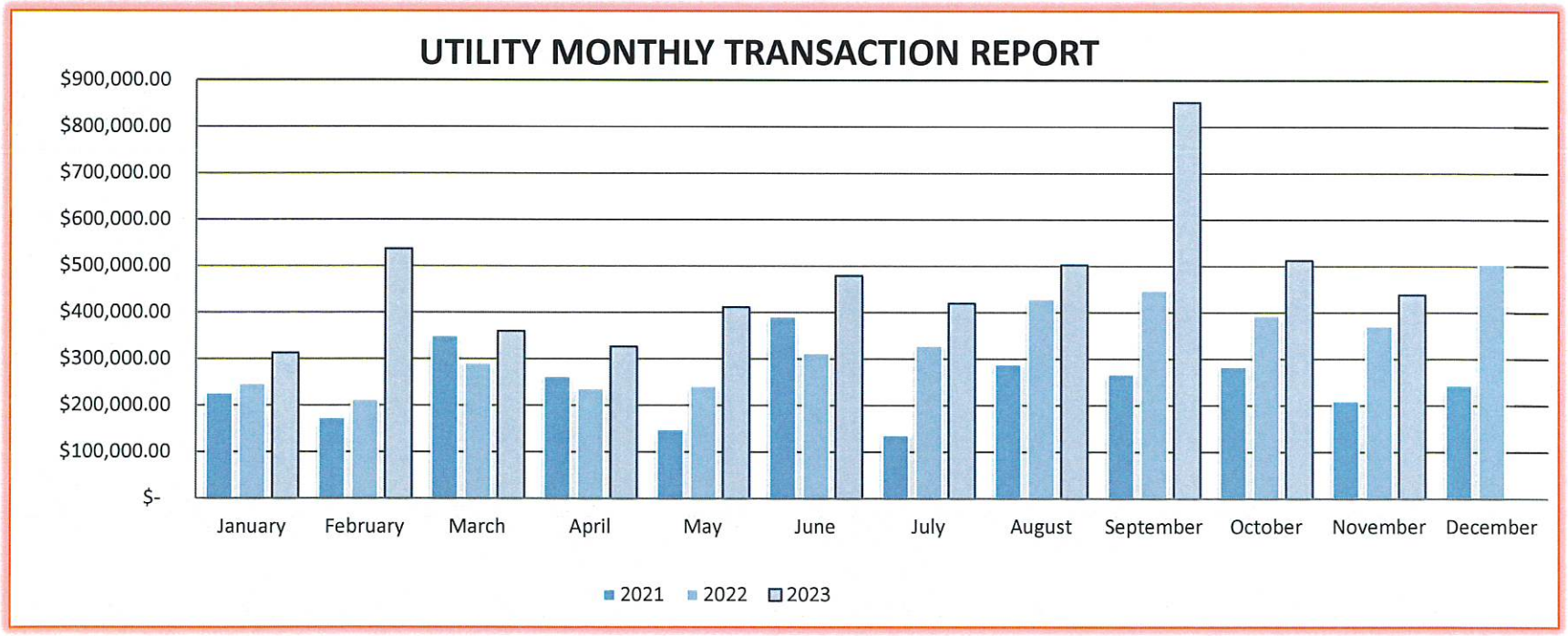
12/05 Met with Economic Development Director

12/06 Attended Pre-Development Meeting

Don Doering

UTILITY MONTHLY TRANSACTION REPORT (does not include draft pmts)

Month	Payment Count	Amount	Month	Payment Count	Amount	% INCREASE
January-22	1433	$ 246,376.57	January-23	2064	$ 312,351.20	26.78%
February-22	1434	$ 211,985.98	February-23	2223	$ 537,138.57	153.38%
March-22	1722	$ 290,923.49	March-23	2399	$ 359,496.69	23.57%
April-22	1599	$ 236,466.73	April-23	2162	$ 325,869.78	37.81%
May-22	1601	$ 241,277.44	May-23	2327	$ 411,726.89	70.64%
June-22	1742	$ 312,687.47	June-23	1992	$ 479,125.36	53.23%
July-22	1849	$ 328,967.56	July-23	2293	$ 419,490.40	27.52%
August-22	1985	$ 429,740.87	August-23	2291	$ 502,216.81	16.87%
September-22	2059	$ 448,301.48	September-23	2383	$ 852,649.53	90.20%
October-22	2169	$ 393,764.08	October-23	2286	$ 512,805.11	30.23%
November-22	2070	$ 371,611.87	November-23	2347	$ 438,173.59	17.91%
December-22	2243	$ 504,803.99	December-23			-100.00%
AVG	1826	$ 334,742.29	AVG	2252	$ 468,276.72	39.89%



DEPARTMENT	FUND	VENDOR NAME		DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	ALYSSA MCINTYRE	11/14/23	UNITY PARK RENTAL REFUND	250.00
			DAYINERA WILLERS	11/14/23	UNITY PARK RENTAL REFUND	250.00
			MARIA PENA	11/14/23	OVER PAYMENT	45.90
			TEXANS UNITED FOR FREE	11/14/23	PARK REFUND	500.00
		INTERNAL REVENUE SERVICE		11/08/23	FEDERAL INCOME TAX W/H	9,868.62
				11/22/23	FEDERAL INCOME TAX W/H	10,278.19
				11/08/23	FICA WITHHOLDING	7,205.48
				11/22/23	FICA WITHHOLDING	7,524.31
				11/08/23	MEDICARE WITHHOLDING	1,685.16
				11/22/23	MEDICARE WITHHOLDING	1,759.71
		TX CHILD SUPPORT DISBURSEMENT UNIT		11/08/23	#201127387-0012459516 - HU	325.38
				11/22/23	#201127387-0012459516 - HU	325.38
		HUMANA HLTH PLN TEXAS		11/28/23	HUMANA HLTH PLN TEXAS	4,288.84
		A.E.I. ENGINEERING		11/14/23	MAGNOLIA VILLAGE PHASE 2 0	360.00
		GLOBE LIFE/LIBERTY NATIONAL		11/14/23	OCT 2023	2,333.88
		CALIFORNIA STATE DISBURSEMENT UNIT		11/08/23	CASE ID200000002223575-FON	372.92
				11/22/23	CASE ID200000002223575-FON	372.92
		AFLAC		11/28/23	NOVEMBER 2023	696.42
					TOTAL:	48,443.11
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE		11/08/23	FICA WITHHOLDING	1,125.77
				11/22/23	FICA WITHHOLDING	1,285.88
				11/08/23	MEDICARE WITHHOLDING	263.29
				11/22/23	MEDICARE WITHHOLDING	300.74
		O'REILLY AUTOMOTIVE, INC		11/14/23	BATTERY, CORE CHARGE	318.04
				11/14/23	VALVE STEMS	2.40
				11/14/23	VALVE TOOL	6.40
				11/14/23	OIL PRE SEN	45.29
		AMERICAN EXPRESS		11/14/23	ANNUAL MEMBERSHIP FEE	75.00
				11/14/23	RANCHO GRANDE	170.46
				11/14/23	COOKIES, TEA	11.81
				11/14/23	ADOBE	21.44
				11/14/23	ADOBE	21.44
				11/14/23	CHAIR	84.43-
				11/14/23	CHECKS	337.05
				11/14/23	FLASH DRIVE	68.78
				11/14/23	GRAMMARLY	139.95
				11/14/23	TOILET PAPER	23.48
				11/14/23	CANVA	60.00
				11/14/23	CANVA	12.99
				11/14/23	PRIME MEMBERSHIP	179.00
				11/14/23	FLOWERS	107.14
				11/14/23	AVIS	1,799.55
				11/14/23	ANNUAL MEMBERSHIP	75.00
				11/14/23	ICE	81.19
		BUREAU VERITAS NORTH AMERICA, INC.		11/14/23	23052524	1,019.50
				11/14/23	23052525	1,051.00
				11/14/23	23052526	1,212.35
				11/14/23	23052527	1,212.35
				11/14/23	23052528	4,378.84
				11/14/23	23052529	2,232.59
				11/14/23	23052530	193.30
				11/14/23	230525631	6,954.72
				11/14/23	23052532	1,816.34
				11/14/23	23052533	637.34
				11/14/23	23052534	1,538.84

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/14/23	23052535	968.75
			11/14/23	23052536	318.04
			11/14/23	23052537	160.00
			11/14/23	23052538	1,133.25
			11/14/23	23052539	1,038.05
			11/14/23	23052540	832.25
			11/14/23	23052541	1,117.15
			11/14/23	23052542	1,271.85
			11/14/23	23052543	9,609.84
			11/14/23	23052544	50.00
			11/14/23	23052545	81.61
			11/14/23	23052546	160.00
			11/14/23	23052547	1,073.75
			11/14/23	23052548	905.40
			11/14/23	23052549	1,118.55
			11/14/23	23052550	986.60
			11/14/23	23052551	1,470.65
			11/14/23	23052552	860.95
			11/14/23	23052553	1,194.85
			11/14/23	23052554	1,243.85
			11/14/23	23052555	834.00
			11/14/23	23052556	912.40
			11/14/23	23052557	860.95
			11/14/23	23052558	1,050.30
			11/14/23	23052559	986.60
			11/14/23	23052560	860.95
			11/14/23	23052561	1,177.35
			11/14/23	23052562	912.40
			11/14/23	23052563	1,470.65
			11/14/23	23052564	1,172.45
			11/14/23	23052565	1,194.85
			11/14/23	23052566	1,295.65
			11/14/23	23052567	1,072.70
			11/14/23	23052568	1,117.15
			11/14/23	23052569	1,073.75
			11/14/23	23052570	927.10
			11/14/23	23052571	1,114.00
			11/14/23	23052572	925.70
			11/14/23	23052573	1,311.40
			11/14/23	23052574	877.05
			11/14/23	23052575	905.40
			11/14/23	23052576	1,306.85
			11/14/23	23052577	1,306.85
			11/14/23	23052578	918.00
			11/14/23	23052579	160.00
			11/14/23	23052580	524.85
			11/14/23	23052581	262.60
			11/14/23	23052582	1,062.90
			11/14/23	23052583	1,062.90
			11/14/23	23052584	1,015.30
			11/14/23	23052585	1,011.45
			11/14/23	23052586	1,468.55
			11/14/23	23052587	1,179.10
			11/14/23	23052588	1,426.55
			11/14/23	23052589	1,468.55
			11/14/23	23052590	1,175.95

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/14/23	23052591	1,357.60
			11/14/23	23052592	1,073.05
			11/14/23	23052593	167.55
			11/14/23	23052594	76.92
			11/14/23	23052595	952.30
			11/14/23	23052596	1,211.30
			11/14/23	23052597	1,010.05
			11/14/23	23052598	76.92
			11/14/23	23052599	1,118.55
			11/14/23	23052600	76.92
			11/14/23	23052601	76.92
			11/14/23	23052602	76.92
			11/14/23	23052603	133.95
			11/14/23	23052604	1,500.05
			11/14/23	23052605	1,296.70
			11/14/23	23052606	76.92
			11/14/23	23052607	883.70
			11/14/23	23052608	175.95
			11/14/23	23052609	76.92
			11/14/23	23052610	785.00
			11/14/23	23052611	785.00
			11/14/23	23052612	785.00
			11/14/23	23052613	785.00
			11/14/23	23052614	785.00
			11/14/23	23052615	785.00
			11/14/23	23052616	785.00
			11/14/23	23052617	785.00
			11/14/23	23052618	785.00
			11/14/23	23052619	785.00
			11/14/23	23052620	785.00
			11/14/23	23052621	785.00
			11/14/23	23052622	785.00
			11/14/23	23052623	785.00
			11/14/23	23052624	785.00
			11/14/23	23052625	785.00
			11/14/23	23052626	785.00
			11/14/23	23052627	785.00
			11/14/23	23052628	785.00
			11/14/23	23052629	785.00
			11/14/23	23052630	1,073.05
			11/14/23	23052631	142.35
			11/14/23	23052632	1,199.40
			11/14/23	23052633	1,426.55
			11/14/23	23052634	1,062.90
			11/14/23	23052635	558.45
			11/14/23	23052636	888.60
			11/14/23	23052637	76.92
			11/14/23	23052638	76.92
			11/14/23	23052639	126.92
			11/14/23	23052640	126.92
			11/14/23	23052641	913.10
			11/14/23	23052642	200.00
			11/14/23	2305264	1,186.80
			11/14/23	2305264	76.92
		JK GRAPHICS, INC	11/14/23	WINDOW ENVELOPES	345.00
		LEONARD V SCHNEIDER IV dba	11/14/23	INV 2514	6,271.40

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	2,639.34
		GREATAMERICAN FINANCIAL SRVCS	11/14/23	GREATAMERICAN FIN SVCS-ADM	226.67
			11/28/23	GREATAMERICAN FIN SVCS-ADM	226.67
		HUNT, CLYDE M	11/14/23	10/11-11/14	2,060.00
		KOERBER ENTERPRISES, INC.	11/14/23	BILL CAPS	310.00
		OPTIMUM COMPUTER SOLUTIONS, INC	11/28/23	ADMIN	62.50
			11/14/23	ADMIN	750.00
		A.E.I. ENGINEERING	11/14/23	A.E.I. ENGINEERING REF 024	12,724.66
		OPTIQUEST INTERNET SERVICES, INC.	11/14/23	REGISTRATION RENEWAL	108.00
			11/14/23	HOSTING SPAM FILTERING	380.00
			11/28/23	EMAIL HOSTING	685.00
		MAGNOLIA HARDWARE AND SUPPLY	11/14/23	COUPLING, SPRAY PAINT	40.65
			11/14/23	SCREW LATH	29.99
			11/14/23	LUMBER, TAPE, PAINT	45.86
			11/14/23	BLACK PIPE, CAP MALLEABLE	74.97
			11/14/23	BLACK IRON, CAP MALLEABLE	11.01
			11/14/23	CAP, PIPE	94.96
			11/14/23	PAINT SPRAY	13.98
		SKELTON BUSINESS EQUIPMENT	11/28/23	FINANCE-COPIES	33.48
			11/28/23	ADMIN COLOR COPIES	198.40
			11/28/23	ADMIN B/W COPIES	60.40
		AT&T MOBILITY	11/28/23	AT&T MOBILITY	202.37
		PITNEY BOWES PURCHASE POWER	11/28/23	REFILL 11/15/23	145.00
			11/14/23	REFILL 10/26-10/27	291.40
				TOTAL:	155,980.12
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	3,583.59
			11/22/23	FICA WITHHOLDING	3,701.93
			11/08/23	MEDICARE WITHHOLDING	838.10
			11/22/23	MEDICARE WITHHOLDING	865.78
		O'REILLY AUTOMOTIVE, INC	11/14/23	BATTERY, CORE CHARGE	211.49
			11/14/23	DC HUB PICK UP	5.29
			11/14/23	MEGA FUSE	10.58
		AMERICAN EXPRESS	11/14/23	TRAINING FUEL.	413.61
			11/14/23	COMP SOFTWARE	749.87
			11/14/23	OFFICE SUPPLIES	370.39
			11/14/23	VEHICLE MAINTENANCE	338.06
			11/14/23	MEMBERSHIPS	413.20
			11/14/23	DRUG	22.00
			11/14/23	IT	14.99
			11/14/23	POSTAGE	96.11
			11/14/23	SPECIAL OPS	284.95
		MONTGOMERY COUNTY SHERIFF'S OFFICE RAD	11/14/23	RC SYSTEM	1,620.00
			11/14/23	SYSTEM ACCESS FEE	1,260.00
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	28,702.97
		MIDTEX OIL, L.P.	11/14/23	UNLEADED	2,739.25
		GREATAMERICAN FINANCIAL SRVCS	11/14/23	GREATAMERICAN FIN SVCS-PD	226.67
			11/28/23	GREATAMERICAN FIN SVCS-PD	226.67
		NEWBART PRODUCTS,INC.	11/14/23	ID BADGING SERVICES	4.65
			11/14/23	COMPOSITE CARD	0.35
			11/14/23	S/H	2.75
			11/28/23	ID BADGING SERVICE	4.65
			11/28/23	COMPOSITE CARD	0.35
			11/28/23	S/H	2.75
		OPTIMUM COMPUTER SOLUTIONS, INC	11/14/23	INV0000113726 OCT 2023	531.25
			11/14/23	SEPERATED PD/CITY NET	2,000.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		OPTIQUEST INTERNET SERVICES, INC.	11/14/23	HOSTING REMOTE BACKUP	315.00
		LEXIPOL, LLC	11/14/23	POLICE ONE ACADEMT ANNUAL	1,817.80
			11/14/23	INVENTORY MANAGEMENT	156.50
		AMERICAN NATIONAL LEASING COMPANY	11/27/23	#3042 2021 CHEV TAHOE NOV	13,522.00
			11/27/23	#3043 2021 CHEV TAHOE NOV	13,415.00
		SPINTLY, INC	11/14/23	MONTHYL SOFTWARE CHARGE	142.80
		POPS ALIGNMENT SHOP, LLC	11/14/23	MOUNT AND BALANCE TIRES	48.00
			11/14/23	TREE DISPOSAL FEE	24.00
			11/14/23	4 WHEEL ALIGNMENT	79.95
		GT DISTRIBUTORS, INC	11/14/23	BIANCHI #7205 NYLON LINER	20.65
			11/14/23	BIANCHI #7205 NYLON LINER	20.65
			11/14/23	BIANCHI 7906 PIBI ELITE KE	13.83
			11/14/23	SAFARILAND HANDCUFF CASE	53.90
			11/14/23	SMITH AND WESSON	89.96
			11/14/23	STREAMLIGHT	128.90
			11/14/23	S/H	8.99
			11/28/23	BIANCHI 7950	51.10
		SKELTON BUSINESS EQUIPMENT	11/28/23	PD COLOR COPIES	34.25
			11/28/23	PD B/W COPIES	2.75
		AT&T MOBILITY	11/28/23	AT&T MOBILITY	1,705.47
				TOTAL:	80,893.75
PUBLIC WORKS	GENERAL FUND	INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	1,763.20
			11/22/23	FICA WITHHOLDING	1,769.91
			11/08/23	MEDICARE WITHHOLDING	412.36
			11/22/23	MEDICARE WITHHOLDING	413.92
		O'REILLY AUTOMOTIVE, INC	11/14/23	OIL FILTER	9.60
		AMERICAN EXPRESS	11/14/23	WATER	19.95
			11/14/23	EAGLE HYDRAULICS	702.28
			11/14/23	INK	64.86
			11/14/23	PARTS, SPARK PLUG	135.94
			11/14/23	CARWASH	29.99
			11/14/23	COFFEE	74.85
			11/14/23	MAGNOIA TIRE	60.00
			11/14/23	MAGNOIA TIRE	10.00
			11/14/23	GRINDER, WHEELS	186.82
			11/14/23	MAGNOLIA TIRE	68.00
			11/14/23	FUSE TUBES	12.20
			11/14/23	WATER	74.85
			11/14/23	PLASTIC SAFETY CHAIN	34.64
			11/14/23	EJECTOR, FOOT PEDAL	84.42
		NAPA AUTO PARTS - MAGNOLIA	11/14/23	OIL, WEATHERSTIP, SHOP TOW	487.42
			11/14/23	NAPA OIL FILTER	62.28
			11/14/23	BODY MOULDING	9.59
			11/14/23	COBALT DRILL BIT	57.98
			11/14/23	ADAPTERS	46.99
			11/14/23	CLEAR	9.03
		LANSDOWNE-MOODY CO, LP	11/14/23	ASSY PUMP	188.72
			11/14/23	GASKET	12.54
			11/14/23	WATER PIPE	13.11
			11/14/23	THERMOSTAT	47.76
			11/14/23	GASKET	5.71
			11/14/23	SWITCH	104.07
			11/14/23	S/H	30.00
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	24,664.28
		MIDTEX OIL, L.P.	11/14/23	UNLEADED	1,173.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/14/23	DIESEL	8,742.96
		AUTOZONE, INC	11/14/23	SHOP TOWELS, CATALYST	365.36
		SUMMER ENERGY,LLC	11/14/23	151 COE RD	5.61
			11/28/23	151 COE	1,235.74
			11/14/23	151 COE RD-STREET LIGHTS	239.66
			11/14/23	151 COE RD-STREET LIGHTS	193.58
			11/14/23	151 COE RD-STREET LIGHTS	163.21
			11/14/23	538 SABINO SKY CT	33.93
			11/14/23	769 SATTERWHITE FARMS	141.15
			11/14/23	151 COE RD-STREET LIGHTS	32.56
			11/14/23	151 COE RD-STREET LIGHTS	1,652.58
			11/14/23	151 COE RD-STREET LIGHTS	1,220.84
			11/14/23	354 FLOWER REED CT	163.75
		TITAN GAS LLC	11/14/23	39449 MILL CREEK	4,898.04
			11/14/23	1508 ESCONDIDO	306.57
		SIGN AND SUPPLY, LP	11/14/23	DOGWOOD TRL SIGN	28.00
			11/14/23	LOOKOUT LAKE SIGN	28.00
			11/14/23	STOP SIGN	33.80
			11/14/23	FREIGHT	21.15
		GRAINGER, INC.	11/14/23	NO PARKING ANYTIME SIGN	26.07
			11/14/23	SINGLE SIDED SIGN MOUNTING	142.44
			11/14/23	NO PARKING ANY TIME SIGN	260.70
			11/14/23	NO PARKING ANYTIME SIGN	26.07
		MAGNOLIA HARDWARE AND SUPPLY	11/14/23	REGAL TOOL	11.94
			11/14/23	SPRAY PAINT	6.99
			11/14/23	NOZZLE CONNECTOR	21.60
			11/14/23	COUPLING, ELBOW, MALE ADAP	28.96
			11/14/23	55 GAL DRUM, ELBOW	25.97
			11/14/23	FLAP DISK, CYCYLE MIX OIL	93.61
			11/14/23	SUPPLY LINE	6.99
			11/14/23	BOLTS, LOCK NUTS	20.40
			11/14/23	CARB, AIR FILTER, FUEL PUM	69.50
			11/14/23	REDI MIX, CONDUIT	503.82
			11/14/23	HOOK RAFTER, GIANT STORAGE	112.11
		UNIFIRST CORPORATION	11/28/23	PUBLIC WKS UNIFORMS CLEANE	1,187.53
			11/14/23	PUBLIC WKS UNIFORMS CLEANE	1,133.05
		TML INTERGOVERMENTAL RISK	11/10/23	C WHITTON DED 4/6/23 CLAIM	1,000.00
		USA BLUE BOOK	11/14/23	PAPER TOWELS	109.90
			11/14/23	FREIGHT	47.23
			11/28/23	DUAL LASER INFRARED	62.97
			11/28/23	BOOT BRUSH	85.90
			11/28/23	DANGER SIGN	16.29
			11/28/23	FREIGHT	27.10
			11/28/23	INV 329615	798.64
			11/28/23	INV338300	285.97
			11/28/23	REFUND	177.85-
		TRACTOR SUPPLY COMPANY	11/14/23	PTO MET	379.99
			11/14/23	CLAMPS	26.34
		AT&T MOBILITY	11/28/23	AT&T MOBILITY	804.28
				TOTAL:	59,492.23
MUNICIPAL COURT	GENERAL FUND	MISC. VENDOR CHANCE GARRETT	11/28/23	PER DIEM TRAINING DEC 4-7	124.00
		INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	291.35
			11/22/23	FICA WITHHOLDING	288.48
			11/08/23	MEDICARE WITHHOLDING	68.14
			11/22/23	MEDICARE WITHHOLDING	67.46

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		LINEBARGER GOGGAN BLAIR	11/14/23	AUGUST 2023 FEES	257.73
			11/14/23	OCT 2023	2,474.55
		AMERICAN EXPRESS	11/14/23	PENS, POST IT, FILE JACKET	211.10
			11/14/23	POLO SHIRT	24.97
			11/14/23	MAILING LABLES	38.49
			11/14/23	FILING LABLES	36.51
			11/14/23	MEMBERSHIP APPLICATION	75.00
			11/14/23	STAMPS	200.00
			11/14/23	MAILING LABEL	77.52
			11/14/23	PENS, EXPANSION FOLDER	176.19
			11/14/23	STAMPS	54.95
			11/14/23	CALENDAR, MESSAGE RECEIVED	57.49
			11/14/23	STAMPS	29.99
			11/14/23	ENVELOPES	51.26
			11/14/23	FILE JACKET	208.38
			11/14/23	KEYLESS ENTRY DOOR	51.98
		JK GRAPHICS, INC	11/28/23	SIGNATURE STAMP	38.00
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	3,898.36
		KOLOGIK	11/14/23	WARRANT SYNC 4/1/23-3/31/2	3,000.00
		OPTIMUM COMPUTER SOLUTIONS, INC	11/28/23	COURT	93.75
			11/14/23	COURT	531.25
		GORDON BUCK DUDLEY JR	11/15/23	GORDON BUCK DUDLEY JR 11/7	225.00
		HESSE, MEGAN	11/14/23	COURT 11/07/2023	40.00
				TOTAL:	12,691.90
FINANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	305.18
			11/22/23	FICA WITHHOLDING	319.30
			11/08/23	MEDICARE WITHHOLDING	71.37
			11/22/23	MEDICARE WITHHOLDING	74.67
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	2,596.24
		SKELTON BUSINESS EQUIPMENT	11/14/23	RETURN CHECK	50.00
				TOTAL:	3,416.76
CITY SECRETARY	GENERAL FUND	INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	136.39
			11/22/23	FICA WITHHOLDING	158.81
			11/08/23	MEDICARE WITHHOLDING	31.90
			11/22/23	MEDICARE WITHHOLDING	37.14
		AMERICAN EXPRESS	11/14/23	HOTEL	261.37
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	1,298.12
				TOTAL:	1,923.73
FACILITIES	GENERAL FUND	THOMAS M. ESTRADA	11/22/23	THOMAS M. ESTRADA 10/20-11	1,325.00
		AMERICAN EXPRESS	11/14/23	POST IT, PAPER TOWEL	245.36
			11/14/23	SINGLE COFFEE CUPS	27.98
			11/14/23	WATER	74.85
			11/14/23	WATER	19.95
		GO TO COMMUNICATIONS, INC.	11/14/23	CONNECT BUNDLE PRO	171.30
			11/14/23	STATE AND LOCAL REC. FEE	5.49
			11/14/23	UNIVERSAL SERVICE FEE	4.84
			11/14/23	REGULATORY FEE	11.05
			11/14/23	MONTHLY SERVICE CHARGE	660.00
			11/14/23	LOW USAGE HANDSETS	29.85
			11/14/23	STANDARD PHONE NUMBERS	15.00
			11/14/23	STATE AND LOCAL FEE	8.22
			11/14/23	UNIVERSAL SERVICE FEE	25.72
			11/14/23	REGULATORY FEE	39.67

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		SUMMER ENERGY,LLC	11/14/23	426 MELTON ST	62.94
			11/14/23	909 MAGNOLIA BLVD	5.06
			11/14/23	17603 1/2 FM 1488 RD	4.81
			11/14/23	110 CLEPPER ST	10.21
			11/14/23	17351 FM 1488 RD	5.04
			11/14/23	110 1/3 CLEPPER ST	68.00
			11/14/23	18111 BUDDY RILEY BLVD	1,728.56
			11/14/23	110 1/3 MAGNOLIA BLVD	126.76
			11/14/23	214 1/3 LEE ST	12.47
			11/14/23	17530 1/3 FM 1488 RD	14.68
		UNIFIRST CORPORATION	11/28/23	UNIFIRST HOLDINGS, ADMIN	262.81
			11/28/23	UNIFIRST HOLDINGS, L.P.-CO	525.62
			11/14/23	UNIFIRST HOLDINGS, ADMIN	291.66
			11/14/23	UNIFIRST HOLDINGS, L.P.-CO	583.32
				TOTAL:	6,366.22
CITY COUNCIL	GENERAL FUND	HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	3,955.46
		AT&T MOBILITY	11/28/23	AT&T MOBILITY	340.33
				TOTAL:	4,295.79
PARKS	GENERAL FUND	AMERICAN EXPRESS	11/14/23	TRASH BAGS, TOILET PAPER	138.21
			11/14/23	MASS ROCK	1,457.45
			11/14/23	MASS ROCK, BOULDERS	1,457.45
			11/14/23	AZALEA	256.22
			11/14/23	BOULDERS, ROCK	509.85
		TEXAS TIMBER RESOURCES, LLC	11/14/23	INV 077016	61.20
			11/14/23	INV 077009	61.20
			11/14/23	INV 077012	61.20
		CELLULAR ELECTRIC & MAINTENANCE, INC.	11/14/23	LABOR	1,500.00
			11/14/23	MATERIAL	518.36
			11/14/23	TRUCK CHARGE	115.00
			11/14/23	RENTAL	240.26
		SUMMER ENERGY,LLC	11/14/23	120 6TH STREET	32.21
			11/14/23	901 CLOYD DR	281.48
		BRANDED PEST DEFENSE, LLC	11/14/23	FIREANTS	2,380.00
			11/14/23	LAWN BI MONTHLY	790.00
		MAGNOLIA HARDWARE AND SUPPLY	11/14/23	PAINT PRIMER	126.97
			11/14/23	SINGLE SIDED METAL KEY	3.18
			11/14/23	GLOVE, NAILS, SAW CHAIN	39.08
			11/14/23	BATTERIES	272.13
			11/14/23	ANNUAL RYE GRASS	250.14
			11/14/23	TREATED	12.58
			11/14/23	BULB, PAINT BRUSH, CLEANSE	71.33
			11/14/23	SOS PAD, CAULK,SOCKET	22.15
			11/14/23	NIFTY NABBER	22.99
			11/14/23	CONDUIT,FERTILIZER, CRAPRE	175.14
			11/14/23	ROLLVER COVER, PAINT,	147.54
			11/14/23	STIHL SAW CHAIN	43.00
			11/14/23	BALL MOUNT, HITCH	47.98
			11/14/23	SCOUR PAD,PADLOCK COVER	90.96
			11/14/23	STIHL AUTO CUT	64.00
			11/14/23	REDI MIX	10.98
			11/14/23	TRASH CAN	65.97
				TOTAL:	11,326.21
NON-DEPARTMENTAL	WATER	MISC. VENDOR DOUGLAS BAKER	11/28/23	UTILITY DEPOSIT REFUND	57.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		PERRY HOMES	11/14/23	REF WATER IMPACT 13 ADDRES	28,600.00
		PERRY HOMES	11/14/23	REF SEWER IMPACT 13 ADDRES	67,600.00
		PASKEY INCORPORATED	11/28/23	SUMMER CREST/LAKESIDE CREE	1,143.54
		INTERNAL REVENUE SERVICE	11/08/23	FEDERAL INCOME TAX W/H	164.97
			11/22/23	FEDERAL INCOME TAX W/H	175.00
			11/08/23	FICA WITHHOLDING	199.24
			11/22/23	FICA WITHHOLDING	204.75
			11/08/23	MEDICARE WITHHOLDING	46.60
			11/22/23	MEDICARE WITHHOLDING	47.88
		TXDOT, FINANCE DIVISION	11/14/23	TXDOT, PRIN PAYOFF	464,946.04
			11/14/23	TXDOT, PRIN S2017-001-02	486,720.91
				TOTAL:	1,049,906.75
WATER	WATER	MISC. VENDOR FIRST AM TITLE INS CO	11/20/23	FIRST AM TITLE INS CO:EARN	1,500.00
		LONE STAR GROUNDWATER	11/28/23	HISTORICAL PERMIT FEE	2,725.67
		INTERNAL REVENUE SERVICE	11/08/23	FICA WITHHOLDING	199.24
			11/22/23	FICA WITHHOLDING	204.75
			11/08/23	MEDICARE WITHHOLDING	46.60
			11/22/23	MEDICARE WITHHOLDING	47.88
		TEXAS COMMISSION ON	11/14/23	PERMIT 0014903001	6,423.01
		AMERICAN EXPRESS	11/14/23	OFFICE CHAIR	84.43
		NORTH WATER DISTRICT LABORATORY SERVIC	11/14/23	WEEKDAY COLLECTION	1,665.00
			11/14/23	WEEKDAY COLLECTION	520.00
		JK GRAPHICS, INC	11/28/23	UTILITY BILLS	1,875.00
			11/28/23	UTILITY BILLS	1,875.00
		SJRA-GRP DIVISION	11/14/23	OCT 2023	94,180.40
		WCA WASTE SYSTEMS, INC.	11/14/23	OCT 2023	31,480.26
		TXDOT, FINANCE DIVISION	11/14/23	TXDOT, INT PAYOFF	4,106.90
			11/14/23	TXDOT, INT S2017-001-02	5,877.14
		HUMANA HLTH PLN TEXAS	11/28/23	HUMANA HLTH PLN TEXAS	2,596.24
		G J BORING & CONSTRUCTION SERVICES, IN	11/14/23	222 TEXARKANA DR	2,300.00
			11/14/23	222 TEXARKANA DR	2,300.00
			11/14/23	ALPHA ACADEMY	5,400.00
			11/28/23	#1840 FM 1488	2,350.00
		THE BANK OF NEW YORK MELLON	11/14/23	PAYING AGENT FEE 2014 CO 2	825.00
		AOS TREATMENT SOLUTIONS, LLC	11/28/23	BLEACH	1,339.00
			11/28/23	SODIUM	880.00
			11/28/23	FREIGHT SURCHARGE	25.00
			11/28/23	BLEACH	1,573.00
			11/28/23	SODIUM	880.00
			11/28/23	FREIGHT	25.00
		LLOYD GOSSELINK ROCHELL & TOWNSEND, PC	11/14/23	MAGNOLIA ISD LITIGATION	39,933.25
		COBURN SUPPLY COMPANY, INC	11/28/23	BALLCORP	1,986.00
			11/28/23	COUPLING	190.86
		GENERATOR SERVICE INDUSTRIAL LLC	11/14/23	KELLY LIFT STATION	6,456.61
		OPTIMUM COMPUTER SOLUTIONS, INC	11/14/23	P/W	93.75
		A.E.I. ENGINEERING	11/14/23	0252237	7,879.53
			11/14/23	0252238	380.00
			11/14/23	0252241	11,979.50
			11/14/23	0252242	10,683.25
			11/14/23	0252243	7,511.25
		SUMMER ENERGY,LLC	11/14/23	114 1/3 LEE ST	28.46
			11/14/23	140 KELLY RD	4.83
			11/14/23	42130 1/2 FM 1774 RD	213.33
			11/14/23	217 LEE ST	184.07
			11/14/23	555 MAGNOLIA RIDGE BLVD	122.33

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/14/23	731 LITTLE TWIG LN	5.03
			11/14/23	299 MAGNOLIA RIDGE BLVD	293.59
			11/14/23	312 EDWARDS DR	7.77
			11/14/23	31641 HANKS RD	66.41
			11/14/23	407 MELTON ST	31.93
			11/14/23	105 ROY ST	256.00
			11/14/23	17703 WINDWARD	170.38
			11/14/23	19013 FM 1488 RD	5.89
			11/14/23	38851 SPUR 149 RD	375.75
			11/14/23	18103 LOOKOUT LANE	4.81
			11/14/23	15683 FM 1488 RD	813.79
			11/14/23	743 1/2 KELLY RD	9,486.84
			11/14/23	30910 1/3 NICHOLS SAWMILL	77.56
			11/14/23	17509 LITTLE BOUGH LN	15.42
			11/14/23	819 CLOYD DR	224.73
			11/14/23	623 1/2 KELLY RD	458.37
			11/14/23	105 ELM ST	3,151.92
		JOHN EDWARDS	11/14/23	INITIAL PAYMENT	20,250.00
			11/14/23	FINAL PAYMENT	20,250.00
		EPCOR	11/28/23	NOV 2023	40.00
		HYDRO CLEAR SERVICES, LLC	11/14/23	VACTOR HOURS W/ CREW	1,300.00
			11/14/23	VACTOR HOURS WITH CREW	1,625.00
			11/14/23	VACTOR HOURS	1,625.00
			11/14/23	DISPOSAL GALLONS	2,700.00
			11/14/23	VACTOR HOURS	1,300.00
			11/14/23	DISPOSAL GALLONS	120.00
			11/28/23	VACTOR HOURS	2,112.50
			11/28/23	DISPOSAL GALLONS	1,620.00
			11/28/23	TANKER HOURLY	570.00
			11/28/23	VACTOR HOURS	1,625.00
			11/28/23	DISPOSAL GALLONS	2,220.00
		TITAN GAS LLC	11/14/23	30910 NICHOLS SAWMILL	17,787.20
		DAVID A WARD JR	11/14/23	INV 14426	1,782.85
			11/14/23	INV 14426	1,782.85
			11/28/23	OCT 2023	1,818.25
			11/28/23	OCT 2023	1,818.25
		BICKERSTAFF HEATH DELGADO ACOSTA LLP	11/20/23	BICKERSTAFF HEATH INV 1217	730.75
			11/20/23	BICKERSTAFF HEATH INV 1217	730.75
		MAGNOLIA HARDWARE AND SUPPLY	11/14/23	VALVE BALL	3.79
			11/14/23	FLASH LIGHT, PAINT, WRENCH	515.68
			11/14/23	PLY WOOD.	28.49
			11/14/23	TEE ADAPTER, HOSE, SHUT OF	34.67
			11/14/23	BUSHING, COUPLING, PVC	81.74
			11/14/23	PVC, ELBOW, COUPLINGS	13.78
			11/14/23	HANDLE STARTER AND ROPE	5.69
			11/14/23	DRAIN KING	29.99
			11/14/23	BOLT NUT PAINT	23.06
		NEIL TECHNICAL SERVICES CORP.	11/28/23	RED COUPLING	132.50
			11/28/23	LED LIGHT FIXTURE	2,792.00
			11/28/23	BUSHINGS, COUPLINGS	295.05
			11/28/23	FEMALE ADAPTERS, NUTS	88.00
			11/28/23	ELECTRONIC PHOTOCELL	80.00
			11/28/23	MANLIFT RENTAL	450.00
			11/28/23	ELECTRICIAN	2,700.00
			11/28/23	ELECTRICIAN	2,700.00
			11/28/23	ASSISTANT	1,170.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/28/23	ELECTRICIAN	1,200.00
			11/28/23	MECHANIC WITH CRANE OVER T	880.00
			11/28/23	ASSISTANT OVER TIME	340.00
			11/28/23	MECHANIC WITH CRANE	600.00
		DXI INDUSTRIES, INC.	11/14/23	325 ELM	100.00
			11/14/23	743 1/2 KELLY ST	90.00
		HAHN EQUIP. CO., INC.	11/14/23	WWTP	256.00
		MOORE SUPPLY CO.	11/28/23	POLY PIPE	130.56
			11/28/23	POLY PIPE	75.48
			11/28/23	POLY PIPE	206.04
		TYLERWORKS, INCODE DIVISION	11/28/23	LICENSE AND MAINTENANCE	1,083.33
			11/28/23	TRAINING	780.00
		CITY OF MAGNOLIA	11/14/23	HELD SJRA DUES	27,198.65
			11/14/23	PENALTIES	10,044.21
		ALWAYS ANSWER	11/14/23	PERSONALIZED COMMUNICATION	60.32
			11/14/23	PERSONALIZED COMMUNICATION	60.32
				TOTAL:	414,455.48
DEBT SVC-ENTERPRISE	CAPITAL PROJ-ENTER	WEISINGER, INC.	11/02/23	WEISINGER, INC. PAY APP#7	89,482.14
		ALLCO, LLC	11/27/23	ALLCO INV 9675 JOB 1001,A	160,615.35
			11/14/23	ALLCO, LLC PAY APP#31	19,575.50
		A.E.I. ENGINEERING	11/14/23	0252235	3,289.11
			11/14/23	0252236	5,878.58
			11/14/23	0252239	10,651.91
			11/14/23	0252240	9,281.64
			11/14/23	0252334	11,525.00
		R&B GROUP, INC	11/02/23	R&B GROUP, INC APP#9	452,876.25
			11/14/23	R&B GROUP, INC PAY APP#10	138,953.18
		290 WRECKER SERVICE, INC	11/14/23	CRANE	5,000.00
			11/14/23	LANDALL SERVICE	2,000.00
				TOTAL:	909,128.66
4B / COMMUNITY DEV.	4B COMMUNITY DEV.	BURDITT CONSULTANTS, LLC	11/09/23	BURDITT CONSULT-PARK MSTR	5,760.00
		LEONARD V SCHNEIDER IV dba	11/09/23	LEONARD V SCHNEIDER INV 25	602.00
		GRAPHIC RESULTS	11/09/23	PLATES-BARRETTO,HOFFMAN,BR	36.00
		OPTIMUM COMPUTER SOLUTIONS, INC	11/09/23	EMAILS-BARRETTO, HOFFMAN	62.50
		STEELE, RACHEL	11/09/23	STEELE, RACHEL INV 154 OCT	4,812.50
		HIGH STAR, INC	11/30/23	HIGH STAR, INC DEC 2023 RE	625.00
		THE W-T GROUP, LLC	11/09/23	COMMERCE ST-U2200190 ROW	6,400.00
		HEARTLAND PLUMBING SERVICE	11/09/23	PAVILLION BATHROON REPAIRS	9,180.00
		AT&T MOBILITY	11/09/23	R STEELE 9/8-10-7	20.92
				TOTAL:	27,498.92
4A / ECONOMIC DEV.	4A ECONOMIC DEV.	LEONARD V SCHNEIDER IV dba	11/09/23	LEONARD V SCHNEIDER INV 25	860.00
		STEELE, RACHEL	11/09/23	STEELE, RACHEL INV 154	4,812.50
		HIGH STAR, INC	11/30/23	HIGH STAR, INC DEC RENT	678.00
		BLEYL INTERESTS, INV	11/09/23	BLEYL INTERESTS, INV 54574	2,410.00
		WESTERN OILFIELDS SUPPY COMPANY	11/09/23	RAIN FOR RENT INV 1933436	26,171.62
		WENDT, CORBEN D	11/09/23	WENDT, CORBEN D 10/23-11/3	1,311.00
			11/15/23	WENDT, CORBEN D 10/30-11/9	1,206.50
			11/28/23	WENDT, CORBEN D11/13-11/24	1,206.50
		FLOCK GROUP, INC	11/09/23	FLOCK GROUP, INV 23815(CAM	30,600.00
		AT&T MOBILITY	11/09/23	R STEELE 9/8-10/7	20.93
		CITY OF MAGNOLIA	11/15/23	CITY OF MAGNOLIA PRIN 2011	464,945.92
			11/15/23	CITY OF MAGNOLIA 2017 SIB	486,720.90
				TOTAL:	1,020,943.87

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Hotel/Motel Occupancy	HOTEL/MOTEL OCCUPA	AMERICAN EXPRESS	11/13/23	BANNER	45.96
		MURPHY, BRITTANY	11/30/23	MURPHY, BRITTANY 11/24-26	832.00
			11/03/23	MURPHY, BRITTANY 10/28-29	528.00
			11/10/23	MURPHY, BRITTANY TRF 11/4-	528.00
			11/17/23	MURPHY, BRITTANY TRF 11/11	528.00
			11/22/23	MURPHY, BRITTANY TRF 11/18	528.00
		MURPHY, III, RAYMOND L	11/22/23	MURPHY, RAYMOND TRF 11/18-	528.00
			11/10/23	MURPHY, III, RAYMOND 11/4	528.00
			11/03/23	MURPHY, III, RAYMOND 10/28	528.00
			11/17/23	MURPHY, III, RAYMOND 11/11	528.00
			11/30/23	MURPHY, III, RAYMOND 11/24	832.00
		MAGNOLIA HARDWARE AND SUPPLY	11/08/23	SNAP INTERLOCK SPRING	77.87
				TOTAL:	6,011.83
NON-DEPARTMENTAL	MC TECHNOLOGY FUND	MISC. VENDOR MARIA PENA	11/14/23	OVER PAYMENT	1.60
				TOTAL:	1.60
MC TECHNOLOGY FUND	MC TECHNOLOGY FUND	LEXISNEXIS RISK SOLUTIONS	11/14/23	OCT 2023 CONTRACT FEE	93.50
		CERTIFIED LANGUAGES INTERNATIONAL	11/14/23	CERTIFIED LANGUAGES INTERN	104.00
		GREATAMERICAN FINANCIAL SRVCS	11/14/23	GREATAMERICAN FIN SVCS-COU	226.66
			11/28/23	GREATAMERICAN FIN SVCS-COU	226.66
		SKELTON BUSINESS EQUIPMENT	11/28/23	COURT COLOR COPIES	138.05
			11/28/23	COURT B/W COPIES	44.13
				TOTAL:	833.00

========== FUND TOTALS ==========

01	GENERAL FUND	384,829.82
02	WATER	1,464,362.23
04	CAPITAL PROJ-ENTERPRISE	909,128.66
06	4B COMMUNITY DEV.	27,498.92
07	4A ECONOMIC DEV.	1,020,943.87
17	HOTEL/MOTEL OCCUPANCY TAX	6,011.83
19	MC TECHNOLOGY FUND	834.60
	GRAND TOTAL:	3,813,609.93

TOTAL PAGES: 12

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

CITY OF MAGNOLIA
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: NOVEMBER 30TH, 2023

% OF YEAR COMPLETED: 16.67

REVENUES	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
01 -GENERAL FUND	7,334,458.54	1,032,408.28	6,984,168.68	633,462.19	1,106,450.51	5,877,718.17	15.84
02 -WATER	10,895,537.31	1,733,468.43	12,013,971.00	1,811,867.25	2,770,953.42	9,243,017.58	23.06
04 -CAPITAL PROJ-ENTERPRI	1,936,137.00	0.00	500,000.00	0.00	3,550.00	496,450.00	0.71
05 -DEBT SERVICE - GENERA	786,235.00	473.60	786,235.00	5,055.92	5,538.69	780,696.31	0.70
06 -4B COMMUNITY DEV.	674,273.87	100,115.75	826,768.50	64,770.83	116,405.60	710,362.90	14.08
07 -4A ECONOMIC DEV.	1,340,733.00	206,383.11	1,402,000.00	134,273.25	244,375.10	1,157,624.90	17.43
10 -ATS-RED LIGHT CAMERA	0.00	0.04	0.00	0.00	0.00	0.00	0.00
11 -HB 445 ROAD REPAIR	647,850.00	108,626.91	662,000.00	75,345.90	137,561.38	524,438.62	20.78
17 -HOTEL/MOTEL OCCUPANCY	55,000.00	10,930.50	50,000.00	6,974.61	10,931.15	39,068.85	21.86
18 -MC SECURITY FUND	7,000.00	1,259.49	7,000.00	1,149.29	2,476.78	4,523.22	35.38
19 -MC TECHNOLOGY FUND	9,000.00	1,402.81	9,000.00	1,401.84	2,873.24	6,126.76	31.92
27 -IN-KIND FRANCHISE FEE	0.00	1,944.60	0.00	1,896.26	2,245.22	(2,245.22)	0.00
32 -MAGNOLIA RIDGE - PID	124,315.00	1,466.41	124,315.00	2,299.50	2,299.50	122,015.50	1.85
40 -SEIZED PROPERTY	0.00	1,918.79	0.00	0.00	1,223.59	(1,223.59)	0.00
50 -JUDICIAL EFFICIENCY	200.00	354.46	200.00	138.90	228.77	(28.77)	114.39
51 -LOCAL MUNICIPAL JURY	0.00	14.64	0.00	26.34	26.34	(26.34)	0.00
GRAND TOTAL REVENUES	23,810,739.72	3,200,767.82	23,365,658.18	2,738,662.08	4,407,139.29	18,958,518.89	18.86

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL
AS OF: NOVEMBER 30TH, 2023

% OF YEAR COMPLETED: 16.67

EXPENDITURES	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
01 -GENERAL FUND	5,001,365.78	980,834.11	6,197,697.00	597,943.91	1,075,964.28	5,121,732.72	17.36
02 -WATER	4,994,293.49	1,244,128.42	5,790,544.00	409,722.84	1,393,595.61	4,396,948.39	24.07
04 -CAPITAL PROJ-ENTERPRI	3,596,622.00	817,177.59	4,020,000.00	1,003,075.59	1,003,075.59	3,016,924.41	24.95
05 -DEBT SERVICE - GENERA	785,718.00	113,922.50	785,718.00	0.00	117,005.00	668,713.00	14.89
06 -4B COMMUNITY DEV.	547,292.18	11,873.79	775,321.00	27,724.00	30,089.91	745,231.09	3.88
07 -4A ECONOMIC DEV.	400,397.00	13,161.11	882,220.00	1,020,943.87	1,017,413.70	(135,193.70)	115.32
10 -ATS-RED LIGHT CAMERA	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -HB 445 ROAD REPAIR	300,000.00	1,007.93	450,000.00	11,979.50	11,979.50	438,020.50	2.66
17 -HOTEL/MOTEL OCCUPANCY	40,000.00	9,640.21	25,000.00	7,811.38	10,974.58	14,025.42	43.90
18 -MC SECURITY FUND	5,000.00	1,401.35	5,000.00	478.60	1,070.31	3,929.69	21.41
19 -MC TECHNOLOGY FUND	8,100.00	1,465.75	8,100.00	1,235.18	1,787.97	6,312.03	22.07
32 -MAGNOLIA RIDGE - PID	117,495.00	0.00	115,785.00	0.00	0.00	115,785.00	0.00
GRAND TOTAL EXPENDITURES	15,846,283.45	3,194,612.76	19,055,385.00	3,080,914.87	4,662,956.45	(14,392,428.55)	24.47
REVENUES OVER/(UNDER) EXPENDITURES	7,964,456.27	6,155.06	4,310,273.18	(342,252.79)	(255,817.16)	4,566,090.34	5.94-

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GENERAL AND ADMINISTRATIV	5,376,771.00	598,506.72	1,000,984.33	18.62	4,375,786.67
POLICE	3,000.00	500.00	500.00	16.67	2,500.00
COURTS	340,500.00	34,230.39	104,516.02	30.69	235,983.98
INTRA-FUND TRANSFERS IN	1,237,735.00	225.08	450.16	0.04	1,237,284.84
*** TOTAL REVENUES ***	6,958,006.00	633,462.19	1,106,450.51	15.90	5,851,555.49
EXPENDITURE SUMMARY					
CITY HALL / ADMIN	1,504,003.00	195,711.48	243,748.02	16.21	1,260,254.98
POLICE	2,808,598.00	206,712.87	403,996.91	14.38	2,404,601.09
PUBLIC WORKS	1,778,441.00	120,469.56	277,543.33	15.61	1,500,897.67
MUNICIPAL COURT	254,140.00	22,453.39	42,090.67	16.56	212,049.33
FINANCE	334,381.00	23,230.90	37,276.35	11.15	297,104.65
CITY SECRETARY	118,880.00	7,277.53	14,852.75	12.49	104,027.25
FACILITES	101,600.00	6,466.18	12,019.51	11.83	89,580.49
CITY COUNCIL	59,043.00	4,295.79	8,838.59	14.97	50,204.41
PARKS	85,228.00	11,326.21	35,598.15	41.77	49,629.85
*** TOTAL EXPENDITURES ***	7,044,314.00	597,943.91	1,075,964.28	15.27	5,968,349.72
*** REVENUES OVER/(UNDER) EXPENDITURES	(86,308.00)	35,518.28	30,486.23	35.32-	(116,794.23)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
GENERAL AND ADMINISTRATIV						
40102	Gen/Admin. Donations	0.00	249.96	349.96	0.00	(349.96)
40104	Liquor License Fee	500.00	87.50	87.50	17.50	412.50
40105	Ad Valorem Tax Revenue	684,271.00	74,991.50	79,358.22	11.60	604,912.78
40107	Mix Beverage Tax Revenue	30,000.00	2,790.94	5,603.05	18.68	24,396.95
40110	Wrecker Permit Fees	1,000.00	0.00	0.00	0.00	1,000.00
40116	Sales Tax Revenue	2,400,000.00	243,365.19	434,061.38	18.09	1,965,938.62
40116.01	CONTRA SALES TAX ABATEMENTS	(50,000.00)	0.00	0.00	0.00	(50,000.00)
40117	Misc. Income	10,000.00	2,146.00	2,631.76	26.32	7,368.24
40117.01	UNITY PARK RENTAL	6,000.00	320.00	910.00	15.17	5,090.00
40118	License and Permits	2,000,000.00	242,053.08	443,224.44	22.16	1,556,775.56
40119	Sign Permit Revenue	6,000.00	445.00	715.00	11.92	5,285.00
40120	Franchise Tax Revenue	260,000.00	28,307.55	29,093.02	11.19	230,906.98
40133	Plat Fee Revenue	25,000.00	3,750.00	4,950.00	19.80	20,050.00
40199	DELINQ PROP TAX/PENALTIES/INT	4,000.00	0.00	0.00	0.00	4,000.00
TOTAL GENERAL AND ADMINISTRATIV		5,376,771.00	598,506.72	1,000,984.33	18.62	4,375,786.67
POLICE						
40209	Police Grant - TAPEIT	0.00	500.00	500.00	0.00	(500.00)
40224	Asset Forfeitures	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL POLICE		3,000.00	500.00	500.00	16.67	2,500.00
STREETS						
COURTS						
40401	Summoning Jury Fee	0.00	(3.59)	22.75	0.00	(22.75)
40402	Indigent Defense Fee Income	0.00	(4.26)	19.74	0.00	(19.74)
40403	Judicial Fee / City	0.00	(1.27)	5.93	0.00	(5.93)
40404	Judicial Fee / County	0.00	(11.50)	53.30	0.00	(53.30)
40405	State Jury Fee	0.00	(8.53)	39.47	0.00	(39.47)
40407	OMNI Revenue	2,000.00	(38.00)	572.00	28.60	1,428.00
40409	Warrant Fee Revenue	20,000.00	550.00	1,968.10	9.84	18,031.90
40410	Traffic Fine Revenue	250,000.00	19,932.86	71,934.75	28.77	178,065.25
40413	Bond Escrow/Bond Refund	35,000.00	160.84	785.77	2.25	34,214.23
40414	C.O.L.A.G.Y.	32,000.00	1,311.72	3,941.60	12.32	28,058.40
40416	Child Safety (School Zone)	0.00	(12.50)	62.50	0.00	(62.50)
40417	Civil Justice Fee	0.00	0.10	0.19	0.00	(0.19)
40418	Arrest Fees	0.00	(184.86)	1,172.98	0.00	(1,172.98)
40423	Bond	0.00	11,403.68	21,505.11	0.00	(21,505.11)
40424	Truancy Prevention Fund-City	1,500.00	1,144.51	2,417.64	161.18	(917.64)
40425	Truancy Prevention Fund-State	0.00	(8.81)	14.19	0.00	(14.19)
TOTAL COURTS		340,500.00	34,230.39	104,516.02	30.69	235,983.98

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
COPS UNIVERSAL						
COMPUTERS AND CIVILIANS						
CITY MARSHALL						
PROJECT REVENUE						
RESTRICTED ACCOUNTS						
INTRA-FUND TRANSFERS IN						
49902	Intra-Fund Transfer (02)	1,227,735.00	0.00	0.00	0.00	1,227,735.00
49906	Intra-Fund Transfer 4B (06)	5,000.00	225.08	450.16	9.00	4,549.84
49907	Intra-Fund Transfer 4A (07)	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL INTRA-FUND TRANSFERS IN		1,237,735.00	225.08	450.16	0.04	1,237,284.84
*** TOTAL REVENUE ***		6,958,006.00	633,462.19	1,106,450.51	15.90	5,851,555.49

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
MISCELLANIOUS EXPENSES						
EXPENSES (Continued)						

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
CITY HALL / ADMIN
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
501501	Salaries	318,807.00	38,658.76	73,466.75	23.04	245,340.25
501502	Car Allowance	12,000.00	461.54	923.08	7.69	11,076.92
501503	Overtime	0.00	1,084.47	1,474.85	0.00	(1,474.85)
501515	Longevity	270.00	0.00	0.00	0.00	270.00
501516	T.E.C.	180.00	0.00	0.00	0.00	180.00
501517	T.M.R.S.	16,136.00	1,743.76	3,393.58	21.03	12,742.42
501518	Worker's Comp.	830.00	0.00	209.90	25.29	620.10
501526	Insurance (Med/Den/Life/Vis.)	31,155.00	2,639.34	5,278.68	16.94	25,876.32
501536	Payroll Tax (F.I.C.A.)	29,217.00	2,975.68	5,619.42	19.23	23,597.58
501543	Educ., Travel & Cert.	3,000.00	0.00	25.00	0.83	2,975.00
501547	Drug Test	100.00	0.00	0.00	0.00	100.00
501550	Dues & Memberships	1,725.00	329.00	329.00	19.07	1,396.00
TOTAL PERSONNEL SERVICES		413,420.00	47,892.55	90,720.26	21.94	322,699.74
CONTRACTUAL EXPENSES						
501625	Maintenance & Repair Vehicles	2,000.00	372.13	372.13	18.61	1,627.87
501629	Inspection Services	330,000.00	121,500.75	121,500.75	36.82	208,499.25
501632	Consultant/Contract Services	31,962.00	2,060.00	4,120.00	12.89	27,842.00
501632.05	Contract-Realtor's Commission	200,000.00	0.00	0.00	0.00	200,000.00
501632.07	CONTRACT SHADYSIDE	25,000.00	0.00	0.00	0.00	25,000.00
501640	Legal	80,000.00	6,271.40	6,271.40	7.84	73,728.60
501640.02	LEGAL - TX LEGISLATURE MONITO	30,000.00	0.00	0.00	0.00	30,000.00
501641	Accounting	18,585.00	0.00	0.00	0.00	18,585.00
501643	Engineering	250,000.00	12,724.66	12,724.66	5.09	237,275.34
501670	Rental of Office Equipment	6,350.00	745.62	1,249.75	19.68	5,100.25
501673	Computer Software (S/W)	44,772.00	277.26	277.26	0.62	44,494.74
501677	Computer Asst (IT Services)	15,000.00	1,985.50	3,050.50	20.34	11,949.50
TOTAL CONTRACTUAL EXPENSES		1,033,669.00	145,937.32	149,566.45	14.47	884,102.55
MISCELLANIOUS EXPENSES						
501744	Minor Equipment	1,000.00	310.00	310.00	31.00	690.00
501760	Fuel	0.00	0.00	22.45	0.00	(22.45)
501766	Office Supplies	5,500.00	331.43	1,137.14	20.68	4,362.86
501768	Planning Comm. Expenses	10,180.00	0.00	0.00	0.00	10,180.00
501774	Phones & Communication Equip.	984.00	202.37	663.91	67.47	320.09
501775	Ref. Books, Reports, Subscrip	1,000.00	0.00	0.00	0.00	1,000.00
501778	Flower Fund	750.00	107.14	107.14	14.29	642.86
501779	Morale/Welfare	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANIOUS EXPENSES		20,414.00	950.94	2,240.64	10.98	18,173.36
EXPENSES (Continued)						
501800	Bank Fees	2,000.00	0.00	0.00	0.00	2,000.00
501806	City Administrator's Fund	4,500.00	182.27	182.27	4.05	4,317.73
501807	Community Special Events	24,500.00	312.00	312.00	1.27	24,188.00
501833	Postage	5,500.00	436.40	726.40	13.21	4,773.60
TOTAL EXPENSES (Continued)		36,500.00	930.67	1,220.67	3.34	35,279.33

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
CITY HALL / ADMIN
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL EXPENSES					
TOTAL CITY HALL / ADMIN	1,504,003.00	195,711.48	243,748.02	16.21	1,260,254.98

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
POLICE
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
502501	Salaries	1,633,255.00	115,826.43	219,017.36	13.41	1,414,237.64
502503	Overtime	35,000.00	4,849.75	6,044.47	17.27	28,955.53
502515	Longevity	7,260.00	0.00	0.00	0.00	7,260.00
502516	T.E.C.	1,980.00	0.00	6.93	0.35	1,973.07
502517	T.M.R.S.	83,273.00	5,078.56	9,607.40	11.54	73,665.60
502518	Worker's Comp.	32,500.00	0.00	9,989.58	30.74	22,510.42
502526	Insurance (Med/Den/Life/Vis.)	342,704.00	28,702.97	53,358.41	15.57	289,345.59
502536	Payroll Tax (F.I.C.A.)	128,177.00	8,989.40	16,781.83	13.09	111,395.17
502543	Educ., Travel & Cert.	20,000.00	2,387.91	4,632.03	23.16	15,367.97
502547	Drug Test	450.00	22.00	22.00	4.89	428.00
502550	Dues, Promotions & Membership	3,000.00	413.20	413.20	13.77	2,586.80
TOTAL PERSONNEL SERVICES		2,287,599.00	166,270.22	319,873.21	13.98	1,967,725.79
CONTRACTUAL EXPENSES						
502604	Police Department Cell Phones	15,000.00	1,705.47	3,078.28	20.52	11,921.72
502625	Maintenance & Repair/Vehicles	30,000.00	717.37	717.37	2.39	29,282.63
502630	Outside Services	2,500.00	0.00	25,380.00	15.20	(22,880.00)
502634	Maint. & Repair Office Equip.	500.00	0.00	0.00	0.00	500.00
502637	Radios	4,100.00	2,880.00	3,073.00	74.95	1,027.00
502670	Copy Machine / Lease of O.E.	4,000.00	490.34	552.55	13.81	3,447.45
502673	Computer Software	31,805.00	892.67	3,914.83	12.31	27,890.17
502677	IT Services	10,000.00	2,861.24	2,861.24	28.61	7,138.76
TOTAL CONTRACTUAL EXPENSES		97,905.00	9,547.09	39,577.27	40.42	58,327.73
MISCELLANIOUS EXPENSES						
502744	Minor Equipment	9,000.00	0.00	0.00	0.00	9,000.00
502760	Fuel	70,000.00	2,739.25	2,799.08	4.00	67,200.92
502762	Uniforms & Badges	15,000.00	403.48	1,210.49	8.07	13,789.51
502766	Office Supplies	7,500.00	434.77	1,704.80	22.73	5,795.20
502769	Evidence Supplies	2,900.00	0.00	0.00	0.00	2,900.00
502770	Special Operations	500.00	284.95	284.95	56.99	215.05
TOTAL MISCELLANIOUS EXPENSES		104,900.00	3,862.45	5,999.32	5.72	98,900.68
EXPENSES (Continued)						
502827	Fleet Insurance - TML	23,000.00	0.00	7,780.00	33.83	15,220.00
502828	Law Enforcement Liability	15,000.00	0.00	3,715.50	24.77	11,284.50
502833	Postage	200.00	96.11	114.61	57.31	85.39
TOTAL EXPENSES (Continued)		38,200.00	96.11	11,610.11	30.39	26,589.89
CAPITAL EXPENSES						
502922	Tasers	66,189.00	0.00	0.00	0.00	66,189.00
502951	Motor Vehicles	213,805.00	26,937.00	26,937.00	12.60	186,868.00
TOTAL CAPITAL EXPENSES		279,994.00	26,937.00	26,937.00	9.62	253,057.00
TOTAL POLICE		2,808,598.00	206,712.87	403,996.91	14.38	2,404,601.09

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
PUBLIC WORKS
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
503501	Salary	863,880.00	57,415.87	111,903.75	12.95	751,976.25
503503	Overtime	20,000.00	946.39	2,005.94	10.03	17,994.06
503515	Longevity	1,990.00	0.00	0.00	0.00	1,990.00
503516	T.E.C.	1,800.00	0.00	9.74	0.54	1,790.26
503517	T.M.R.S.	44,028.00	2,615.07	4,985.61	11.32	39,042.39
503518	Worker's Comp.	18,000.00	0.00	4,674.84	25.97	13,325.16
503526	Insurance (Med/Den/Life/Vis.)	311,549.00	24,664.28	49,328.56	15.83	262,220.44
503536	Payroll Tax (F.I.C.A.)	67,769.00	4,359.39	8,345.15	12.31	59,423.85
503543	Educ., Travel & Cert.	5,000.00	0.00	171.00	3.42	4,829.00
503547	Drug Test	500.00	0.00	0.00	0.00	500.00
TOTAL PERSONNEL SERVICES		1,334,516.00	90,001.00	181,424.59	13.59	1,153,091.41
CONTRACTUAL EXPENSES						
503604	Electric (Street Lights)	120,000.00	10,287.22	14,896.19	12.41	105,103.81
503605	Cell Phones	10,000.00	804.28	1,637.49	16.37	8,362.51
503625	Maintenance & Repair/Vehicle	10,000.00	29.99	94.93	0.95	9,905.07
503632	Contract/Consulting Services	4,500.00	0.00	0.00	0.00	4,500.00
503633	Maint & Repair Equip.-Heavy	4,000.00	9.60	542.88	13.57	3,457.12
503655	Street Signs & Flags	3,000.00	566.23	566.23	18.87	2,433.77
503663	Rental of Equipment	3,000.00	0.00	0.00	0.00	3,000.00
503673	COMPUTER SOFTWARE	2,736.00	0.00	0.00	0.00	2,736.00
TOTAL CONTRACTUAL EXPENSES		157,236.00	11,697.32	17,737.72	11.28	139,498.28
MISCELLANIOUS EXPENSES						
503700	Gen Supplies	17,000.00	3,955.18	3,987.41	23.46	13,012.59
503744	Minor Tools & Equipment	20,000.00	767.27	1,070.63	5.35	18,929.37
503749	Street Supplies	1,000.00	0.00	0.00	0.00	1,000.00
503760	Fuel	55,000.00	9,916.92	9,916.92	18.03	45,083.08
503761	Tires and Tubes	3,000.00	138.00	138.00	4.60	2,862.00
503762	Uniforms & Badges	15,000.00	2,320.58	2,320.58	15.47	12,679.42
TOTAL MISCELLANIOUS EXPENSES		111,000.00	17,097.95	17,433.54	15.71	93,566.46
EXPENSES (Continued)						
503827	Fleet Insurance - TML	10,000.00	1,000.00	4,375.00	43.75	5,625.00
TOTAL EXPENSES (Continued)		10,000.00	1,000.00	4,375.00	43.75	5,625.00
CAPITAL EXPENSES						
503940	Mowers & Edgers	17,767.00	0.00	17,766.72	100.00	0.28
503945	Other Equipment	40,922.00	0.00	38,132.47	93.18	2,789.53
503951	Motor Vehicles	107,000.00	673.29	673.29	0.63	106,326.71
TOTAL CAPITAL EXPENSES		165,689.00	673.29	56,572.48	34.14	109,116.52
TOTAL PUBLIC WORKS		1,778,441.00	120,469.56	277,543.33	15.61	1,500,897.67

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
MUNICIPAL COURT
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
504501	Salaries	107,187.00	9,268.53	18,916.55	17.65	88,270.45
504503	Overtime	3,000.00	83.64	350.06	11.67	2,649.94
504515	Longevity	540.00	0.00	0.00	0.00	540.00
504516	T.E.C.	225.00	0.00	8.40	3.73	216.60
504517	T.M.R.S.	5,503.00	397.65	632.66	11.50	4,870.34
504518	Worker's Comp.	274.00	0.00	60.30	22.01	213.70
504526	Insurance (Med/Den/Life/Vis.)	31,155.00	3,898.36	7,792.72	25.01	23,362.28
504536	Payroll Tax (F.I.C.A.)	8,471.00	715.43	1,473.87	17.40	6,997.13
504543	Educ.,Travel & Cert.	3,500.00	124.00	1,124.00	32.11	2,376.00
504547	Drug Test	35.00	0.00	0.00	0.00	35.00
504550	Dues & Memberships	200.00	75.00	75.00	37.50	125.00
TOTAL PERSONNEL SERVICES		160,090.00	14,562.61	30,433.56	19.01	129,656.44
CONTRACTUAL EXPENSES						
504632	Contract/Outside Services	13,000.00	40.00	1,151.00	8.85	11,849.00
504640	Legal	12,000.00	225.00	1,125.00	9.38	10,875.00
504670	RENTAL OF OFFICE EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00
504673	Computer Software & Support	16,500.00	3,000.00	3,000.00	18.18	13,500.00
504677	Computer Asst. / IT Services	5,000.00	625.00	625.00	12.50	4,375.00
TOTAL CONTRACTUAL EXPENSES		47,500.00	3,890.00	5,901.00	12.42	41,599.00
MISCELLANIOUS EXPENSES						
504766	Office Supplies	6,000.00	984.56	1,024.56	17.08	4,975.44
504769	Office Equipment	2,500.00	0.00	0.00	0.00	2,500.00
504775	Ref. Books, Reports, Subscrip	100.00	0.00	0.00	0.00	100.00
TOTAL MISCELLANIOUS EXPENSES		8,600.00	984.56	1,024.56	11.91	7,575.44
EXPENSES (Continued)						
504800	Bank Fees	250.00	0.00	0.00	0.00	250.00
504803	Over/Short Cash	0.00	(1.00)	(1.00)	0.00	1.00
504810	Court Jurors	200.00	0.00	(6.00)	3.00-	206.00
504814	C.O.L.A.G.Y.	35,000.00	2,732.28	4,453.61	12.72	30,546.39
504833	Postage	2,500.00	284.94	284.94	11.40	2,215.06
TOTAL EXPENSES (Continued)		37,950.00	3,016.22	4,731.55	12.47	33,218.45
CAPITAL EXPENSES						
TOTAL MUNICIPAL COURT		254,140.00	22,453.39	42,090.67	16.56	212,049.33

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
FINANCE
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
505501	Salary	126,995.00	8,601.37	17,100.95	13.47	109,894.05
505503	Overtime	12,000.00	1,365.52	2,789.50	23.25	9,210.50
505506	SALARY 4B	2,400.00	184.62	369.24	15.39	2,030.76
505515	Longevity	1,110.00	0.00	0.00	0.00	1,110.00
505516	T.E.C.	180.00	0.00	0.00	0.00	180.00
505517	T.M.R.S.	5,194.00	494.28	954.82	18.38	4,239.18
505518	Worker's Comp	325.00	0.00	83.28	25.62	241.72
505526	Insurance (Med/Den/Life/Vis.)	31,155.00	2,596.24	5,192.48	16.67	25,962.52
505536	Payroll Tax (F.I.C.A.)	10,902.00	770.52	1,537.73	14.11	9,364.27
505543	Educ., Travel & Cert.	1,000.00	0.00	0.00	0.00	1,000.00
505547	Drug Test	70.00	0.00	0.00	0.00	70.00
505550	Dues & Memberships	350.00	0.00	0.00	0.00	350.00
TOTAL PERSONNEL SERVICES		191,681.00	14,012.55	28,028.00	14.62	163,653.00
CONTRACTUAL EXPENSES						
505644	Appraisal District Fee	15,000.00	0.00	0.00	0.00	15,000.00
TOTAL CONTRACTUAL EXPENSES		15,000.00	0.00	0.00	0.00	15,000.00
MISCELLANIOUS EXPENSES						
505766	Office Supplies	2,000.00	337.05	337.05	16.85	1,662.95
505769	Office Equipment	3,000.00	0.00	0.00	0.00	3,000.00
505775	Ref. Books, Reports, Subscrip	200.00	0.00	0.00	0.00	200.00
TOTAL MISCELLANIOUS EXPENSES		5,200.00	337.05	337.05	6.48	4,862.95
EXPENSES (Continued)						
505800	Bank Fees	114,000.00	8,881.30	8,911.30	7.82	105,088.70
505820	Surety & Fidelity Bonds	8,500.00	0.00	0.00	0.00	8,500.00
TOTAL EXPENSES (Continued)		122,500.00	8,881.30	8,911.30	7.27	113,588.70
TOTAL FINANCE		334,381.00	23,230.90	37,276.35	11.15	297,104.65

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
CITY SECRETARY
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
506501	Salary	60,000.00	4,609.42	8,989.03	14.98	51,010.97
506503	Overtime	0.00	209.90	669.42	0.00	(669.42)
506515	Longevity	140.00	0.00	0.00	0.00	140.00
506516	T.E.C.	90.00	0.00	0.00	0.00	90.00
506517	T.M.R.S.	2,989.00	236.63	460.21	15.40	2,528.79
506518	Workers Comp.	153.00	0.00	39.64	25.91	113.36
506526	Insurance (Med/Den/Life/Vis.)	15,577.00	1,298.12	2,596.24	16.67	12,980.76
506536	Payroll Tax (F.I.C.A.)	4,601.00	364.24	729.99	15.87	3,871.01
506543	Educ., Travel & Cert.	2,500.00	559.22	1,368.22	54.73	1,131.78
506547	Drug Test	35.00	0.00	0.00	0.00	35.00
506550	Dues & Memberships	495.00	0.00	0.00	0.00	495.00
TOTAL PERSONNEL SERVICES		86,580.00	7,277.53	14,852.75	17.15	71,727.25
CONTRACTUAL EXPENSES						
506673	COMPUTER SOFTWARE (S/W)	3,000.00	0.00	0.00	0.00	3,000.00
506674	Posting & Advertising	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL CONTRACTUAL EXPENSES		9,000.00	0.00	0.00	0.00	9,000.00
MISCELLANIOUS EXPENSES						
506769	Office Equipment	1,000.00	0.00	0.00	0.00	1,000.00
506773	Cost of Election	21,000.00	0.00	0.00	0.00	21,000.00
506775	Magazines, Maps & Books	300.00	0.00	0.00	0.00	300.00
TOTAL MISCELLANIOUS EXPENSES		22,300.00	0.00	0.00	0.00	22,300.00
EXPENSES (Continued)						
506834	Recording Fees	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL EXPENSES (Continued)		1,000.00	0.00	0.00	0.00	1,000.00
CAPITAL EXPENSES						
TOTAL CITY SECRETARY		118,880.00	7,277.53	14,852.75	12.49	104,027.25

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
FACILITES
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
CONTRACTUAL EXPENSES						
509603	Utilities / Electric	28,000.00	2,038.53	4,253.12	15.19	23,746.88
509605	Telephone & Internet	20,000.00	971.14	1,942.06	9.71	18,057.94
509632	Contractual Services	3,500.00	0.00	0.00	0.00	3,500.00
509633	Building/Grounds Maintenance	8,000.00	0.00	125.00	1.56	7,875.00
509634	Heat/AC	3,600.00	0.00	0.00	0.00	3,600.00
509671	Janitorial Services / Cleanin	17,000.00	1,325.00	2,208.40	12.99	14,791.60
TOTAL CONTRACTUAL EXPENSES		80,100.00	4,334.67	8,528.58	10.65	71,571.42
MISCELLANIOUS EXPENSES						
509700	Supplies (Misc.)	15,000.00	2,131.51	2,363.16	15.75	12,636.84
509744	Minor Equipment	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL MISCELLANIOUS EXPENSES		17,000.00	2,131.51	2,363.16	13.90	14,636.84
EXPENSES (Continued)						
509826	Building Insurance	4,500.00	0.00	1,127.77	25.06	3,372.23
TOTAL EXPENSES (Continued)		4,500.00	0.00	1,127.77	25.06	3,372.23
CAPITAL EXPENSES						
TOTAL FACILITES		101,600.00	6,466.18	12,019.51	11.83	89,580.49

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
CITY COUNCIL
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
510501	Council Meeting Stipend	1,600.00	0.00	0.00	0.00	1,600.00
510526	Insurance(Med,Dental,Vision)	47,513.00	3,955.46	7,914.92	16.66	39,598.08
510543	Educ., Travel & Cert.	2,500.00	0.00	0.00	0.00	2,500.00
	TOTAL PERSONNEL SERVICES	51,613.00	3,955.46	7,914.92	15.34	43,698.08
CONTRACTUAL EXPENSES						
510604	CELL PHONES	2,880.00	340.33	340.33	11.82	2,539.67
510642	Dues & Memberships	400.00	0.00	0.00	0.00	400.00
	TOTAL CONTRACTUAL EXPENSES	3,280.00	340.33	340.33	10.38	2,939.67
MISCELLANIOUS EXPENSES						
510744	Minor Equipment	2,000.00	0.00	0.00	0.00	2,000.00
510766	Office Supplies	350.00	0.00	0.00	0.00	350.00
	TOTAL MISCELLANIOUS EXPENSES	2,350.00	0.00	0.00	0.00	2,350.00
EXPENSES (Continued)						
510879	Elected Officials Ins. -TML	1,800.00	0.00	583.34	32.41	1,216.66
	TOTAL EXPENSES (Continued)	1,800.00	0.00	583.34	32.41	1,216.66
CAPITAL EXPENSES						
	TOTAL CITY COUNCIL	59,043.00	4,295.79	8,838.59	14.97	50,204.41

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

01 -GENERAL FUND
PARKS
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
CONTRACTUAL EXPENSES						
511603	Utilities/Electric	3,500.00	313.69	566.12	16.17	2,933.88
511632	Contractual Services/Parks	3,000.00	0.00	0.00	0.00	3,000.00
511633	Grounds Maintenance	25,000.00	7,034.57	7,034.57	28.14	17,965.43
511634	Building Maintenance	3,000.00	2,373.62	2,373.62	79.12	626.38
511663	RENTAL OF EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00
	TOTAL CONTRACTUAL EXPENSES	37,500.00	9,721.88	9,974.31	26.60	27,525.69
MISCELLANIOUS EXPENSES						
511700	Supplies	20,000.00	1,604.33	1,604.33	8.02	18,395.67
511744	Minor Tools & Equipment	2,600.00	0.00	0.00	0.00	2,600.00
	TOTAL MISCELLANIOUS EXPENSES	22,600.00	1,604.33	1,604.33	7.10	20,995.67
EXPENSES (Continued)						
511826	Property Insurance-TML	2,200.00	0.00	1,591.29	72.33	608.71
	TOTAL EXPENSES (Continued)	2,200.00	0.00	1,591.29	72.33	608.71
CAPITAL EXPENSES						
511960	Capital Outlay	22,928.00	0.00	22,428.22	97.82	499.78
	TOTAL CAPITAL EXPENSES	22,928.00	0.00	22,428.22	97.82	499.78
TOTAL PARKS		85,228.00	11,326.21	35,598.15	41.77	49,629.85
*** TOTAL EXPENDITURES ***		7,044,314.00	597,943.91	1,075,964.28	15.27	5,968,349.72
*** REVENUES OVER/(UNDER) EXPENDITURES		(86,308.00)	35,518.28	30,486.23	0.00	(116,794.23)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	10,806,000.00	1,811,867.25	2,770,953.42	25.64	8,035,046.58
GENERAL AND ADMINISTRATIV	266,901.00	0.00	0.00	0.00	266,901.00
*** TOTAL REVENUES ***	11,072,901.00	1,811,867.25	2,770,953.42	25.02	8,301,947.58
EXPENDITURE SUMMARY					
WATER	5,866,710.00	409,722.84	1,393,595.61	23.75	4,473,114.39
*** TOTAL EXPENDITURES ***	5,866,710.00	409,722.84	1,393,595.61	23.75	4,473,114.39
*** REVENUES OVER/(UNDER) EXPENDITURES *	5,206,191.00	1,402,144.41	1,377,357.81	26.46	3,828,833.19

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40001	Water Fund Revenue	1,750,000.00	212,348.62	451,551.82	25.80	1,298,448.18
40001.03	Sewer Fund Revenue	1,200,000.00	120,328.06	253,901.92	21.16	946,098.08
40002.09	Water Impact Revenue	3,200,000.00	71,300.00	155,900.00	4.87	3,044,100.00
40003	Road Bore Fee	10,000.00	370.65	370.65	3.71	9,629.35
40003.03	Road Bore Fee	5,000.00	0.00	0.00	0.00	5,000.00
40003.09	Sewer Impact Revenue	1,600,000.00	148,800.00	345,900.00	21.62	1,254,100.00
40004	Water Tap Fees	400,000.00	31,907.20	65,197.20	16.30	334,802.80
40004.03	Sewer Tap Fees	550,000.00	41,625.00	85,100.00	15.47	464,900.00
40005	Reconnect Fees	40,000.00	3,465.00	7,805.00	19.51	32,195.00
40006	Credit Card Fees	15,000.00	1,206.70	1,604.46	10.70	13,395.54
40010.03	Garbage Collection Fees	4,000.00	499.21	947.73	23.69	3,052.27
40011.03	Garbage Revenue	350,000.00	45,050.44	89,324.20	25.52	260,675.80
40012	Misc. Revenue	0.00	969,811.82	969,811.82	0.00	(969,811.82)
40015	Cash Collections / Misc.	0.00	(0.50)	(0.50)	0.00	0.50
40016	Late Fees-Water	25,000.00	2,257.64	3,954.11	15.82	21,045.89
40016.03	Late Fees-Sewer	25,000.00	7,338.99	13,714.70	54.86	11,285.30
40018	Disconnect Fees	30,000.00	1,845.00	3,870.00	12.90	26,130.00
40020	Interest Income	0.00	0.22	0.45	0.00	(0.45)
40020.07	ESCROW-MAG EAST LLC	15,000.00	29,949.69	59,261.40	395.08	(44,261.40)
40020.09	Impact Fund Interest	100,000.00	31,612.40	64,481.17	64.48	35,518.83
40024	LoneStarGroundwaterConservati	40,000.00	4,613.84	9,927.24	24.82	30,072.76
40025	San Jac River Authority Fee	750,000.00	83,447.91	179,518.22	23.94	570,481.78
40026	Major Maintenance Fee	22,500.00	2,250.30	4,697.16	20.88	17,802.84
40027	Depreciation Fee	19,000.00	1,725.96	3,873.97	20.39	15,126.03
40029	INSTITUTIONAL/NON PRF/EXEMPT	1,000.00	113.10	240.70	24.07	759.30
40040	Transfer in from Debt Service	654,500.00	0.00	0.00	0.00	654,500.00
TOTAL REVENUE		10,806,000.00	1,811,867.25	2,770,953.42	25.64	8,035,046.58
GENERAL AND ADMINISTRATIV						
40106	Transfer in from 4B	266,901.00	0.00	0.00	0.00	266,901.00
TOTAL GENERAL AND ADMINISTRATIV		266,901.00	0.00	0.00	0.00	266,901.00
PROJECT REVENUE						
*** TOTAL REVENUE ***		11,072,901.00	1,811,867.25	2,770,953.42	25.02	8,301,947.58

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
WATER
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
500033.01	2017 SIB INT I&S PMT	15,332.00	5,877.14	5,877.14	38.33	9,454.86
500034	Interest Expense-2011 SIB Loa	11,647.00	4,106.90	4,106.90	35.26	7,540.10
500035	2014 C/O Interest Expense	163,088.00	0.00	82,637.50	50.67	80,450.50
500039	INT EXP 2021 SIB LOAN	1,678.00	0.00	0.00	0.00	1,678.00
500040	Interest Expense-2022 SIB Loa	35,371.00	0.00	0.00	0.00	35,371.00
500051	INT EXP-2021 GO REFUNDING BON	192,861.00	0.00	100,086.88	51.90	92,774.12
500052	INT EXP 2022 TAX REV C/O	861,950.00	0.00	435,037.50	50.47	426,912.50
TOTAL I & S PAYMENTS		1,281,927.00	9,984.04	627,745.92	48.97	654,181.08
PERSONNEL SERVICES						
500501	Salaries	80,362.00	6,248.60	12,243.78	15.24	68,118.22
500503	Overtime	4,000.00	498.70	719.61	17.99	3,280.39
500515	Longevity	145.00	0.00	0.00	0.00	145.00
500516	T.E.C.	180.00	0.00	8.33	4.63	171.67
500517	T.M.R.S.	4,200.00	303.96	612.84	14.59	3,587.16
500518	Worker's Comp.	205.00	0.00	49.96	24.37	155.04
500526	Insurance (Med/Den/Life/Vis.)	31,155.00	2,596.24	5,192.48	16.67	25,962.52
500536	Payroll Tax (F.I.C.A.)	6,465.00	498.47	956.30	14.79	5,508.70
500543	Educ.,Travel & Cert.	1,000.00	0.00	120.00	12.00	880.00
500547	Drug Test	100.00	0.00	0.00	0.00	100.00
500548	Dues and Memberships	300.00	0.00	0.00	0.00	300.00
500550	Interest Expense-2014 G/O	78,225.00	0.00	40,845.00	52.21	37,380.00
TOTAL PERSONNEL SERVICES		206,337.00	10,145.97	60,748.30	29.44	145,588.70
CONTRACTUAL EXPENSES						
500602.03	UTILITIES/ GAS	6,500.00	40.00	120.00	1.85	6,380.00
500603	Utilities/Electric-Water	90,000.00	12,638.76	24,834.19	27.59	65,165.81
500603.03	Utilities/Electric-Sewer	75,000.00	21,147.65	29,165.33	38.89	45,834.67
500625	Maint. & Repair/Vehicles	0.00	2,185.00	4,122.00	0.00	(4,122.00)
500627	Maintenance & Repair-Water	50,000.00	0.00	0.00	0.00	50,000.00
500627.03	Maint. & Repair/Sewer	100,000.00	51,364.42	74,773.42	74.77	25,226.58
500632	Contract/Consultant Svcs-Wate	75,000.00	11,610.32	18,260.32	24.35	56,739.68
500632.03	Contract/Consultant Svcs-Sewe	125,000.00	2,616.32	6,366.32	5.09	118,633.68
500633	Maint. & Repair Water Equipme	15,000.00	0.00	0.00	0.00	15,000.00
500633.03	Maint & Repair Sewer Equipmen	30,000.00	0.00	1,420.00	4.73	28,580.00
500640	Legal	0.00	4,331.85	4,331.85	0.00	(4,331.85)
500640.03	LEGAL	0.00	44,265.10	44,265.10	0.00	(44,265.10)
500643	Engineering-Water	0.00	46,420.65	46,420.65	0.00	(46,420.65)
500643.03	Engineering-Sewer	0.00	(19,966.62)	(19,966.62)	0.00	19,966.62
500652	Permits,Fees,Testing-Water	30,000.00	9,148.68	9,148.68	30.50	20,851.32
500652.03	Permits & Testing-Sewer	12,000.00	0.00	0.00	0.00	12,000.00
500663	Rental of Equipment-Water	5,000.00	0.00	0.00	0.00	5,000.00
500663.03	Rental of Equipment-Sewer	6,000.00	0.00	0.00	0.00	6,000.00
500672.03	Garbage Service	250,000.00	0.00	0.00	0.00	250,000.00
500673	Computer Software/Updates	22,459.00	1,957.08	2,207.08	9.83	20,251.92
500677	Minor Tools & Equipment-Water	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL CONTRACTUAL EXPENSES		896,959.00	187,759.21	245,468.32	27.37	651,490.68

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
WATER
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
MISCELLANIOUS EXPENSES						
500700	General Supplies (Misc.)-Wate	30,000.00	9,850.85	21,577.91	71.93	8,422.09
500700.03	General Supplies (Misc.)-Sewe	15,000.00	1,991.41	5,053.60	33.69	9,946.40
500744.03	Minor Tools & Equip.-Sewer	5,000.00	0.00	0.00	0.00	5,000.00
500766	Office Supplies	2,500.00	0.00	0.00	0.00	2,500.00
500780	Chemicals/Water Treatment	70,000.00	190.00	8,075.53	11.54	61,924.47
500780.03	Chemicals/Sewer Treatment	11,000.00	0.00	0.00	0.00	11,000.00
	TOTAL MISCELLANIOUS EXPENSES	133,500.00	12,032.26	34,707.04	26.00	98,792.96
EXPENSES (Continued)						
500800	Bank Fees	10,000.00	1,060.60	1,230.75	12.31	8,769.25
500802.09	Water Impact Expense	2,000.00	0.00	0.00	0.00	2,000.00
500804	San Jacinto River Authority	850,000.00	131,423.26	317,399.18	37.34	532,600.82
500805	Lone Star Water Conservation	30,000.00	0.00	0.00	0.00	30,000.00
500825.03	Sewer Liability Ins.-TML	1,500.00	0.00	307.50	20.50	1,192.50
500826	Water Plant Insurance - TML	9,000.00	0.00	3,547.71	39.42	5,452.29
500826.03	Sewer Plant Insurance-TML	12,000.00	0.00	4,631.73	38.60	7,368.27
500830.03	Personal Property Ins.-TML	2,000.00	0.00	425.00	21.25	1,575.00
500831.03	Damage Claims	1,000.00	0.00	0.00	0.00	1,000.00
500833	Postage	10,000.00	0.00	0.00	0.00	10,000.00
500857.03	Sludge Hauling	250,000.00	16,817.50	19,092.50	7.64	230,907.50
500859	Transfer to General Fund	1,229,545.00	0.00	0.00	0.00	1,229,545.00
500863	TRANSFER EXPENSE	500,000.00	0.00	0.00	0.00	500,000.00
	TOTAL EXPENSES (Continued)	2,907,045.00	149,301.36	346,634.37	11.92	2,560,410.63
CAPITAL EXPENSES						
500960	Capital Outlay/Equipment-Wate	350,000.00	0.00	37,791.66	10.80	312,208.34
500960.03	Capital Outlay - Sewer	90,942.00	40,500.00	40,500.00	44.53	50,442.00
	TOTAL CAPITAL EXPENSES	440,942.00	40,500.00	78,291.66	17.76	362,650.34
TOTAL WATER		5,866,710.00	409,722.84	1,393,595.61	23.75	4,473,114.39

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
PROJECT DEPT
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
		==========	==========	==========	======	==========

02 -WATER
PENSION EXP
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL EXPENSES					
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FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

02 -WATER
BOND EXPENSE
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS					
*** TOTAL EXPENDITURES ***	5,866,710.00	409,722.84	1,393,595.61	23.75	4,473,114.39
*** REVENUES OVER/(UNDER) EXPENDITURES *	5,206,191.00	1,402,144.41	1,377,357.81	0.00	3,828,833.19

04 -CAPITAL PROJ-ENTERPRISE
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	250,000.00	0.00	0.00	0.00	250,000.00
PROJECT REVENUE	15,000,000.00	0.00	3,550.00	0.02	14,996,450.00
*** TOTAL REVENUES ***	15,250,000.00	0.00	3,550.00	0.02	15,246,450.00
EXPENDITURE SUMMARY					
CAPITAL PROJ-ENTERPRISE	6,250,500.00	1,003,075.59	1,003,075.59	16.05	5,247,424.41
*** TOTAL EXPENDITURES ***	6,250,500.00	1,003,075.59	1,003,075.59	16.05	5,247,424.41
*** REVENUES OVER/(UNDER) EXPENDITURES *	8,999,500.00	(1,003,075.59)	(999,525.59)	11.11-	9,999,025.59

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

04 -CAPITAL PROJ-ENTERPRISE
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40033	TRANSFER IN	250,000.00	0.00	0.00	0.00	250,000.00
TOTAL REVENUE		250,000.00	0.00	0.00	0.00	250,000.00
GENERAL AND ADMINISTRATIV						
PROJECT REVENUE						
40903	PROCEEDS TX GEN LAND OFF	0.00	0.00	3,550.00	0.00	(3,550.00)
40908	PROCEEDS-2021 G0 REF BD I&S	15,000,000.00	0.00	0.00	0.00	15,000,000.00
TOTAL PROJECT REVENUE		15,000,000.00	0.00	3,550.00	0.02	14,996,450.00
INTRA-FUND TRANSFERS IN						
*** TOTAL REVENUE ***		15,250,000.00	0.00	3,550.00	0.02	15,246,450.00

04 -CAPITAL PROJ-ENTERPRISE
CAPITAL PROJ-ENTERPRISE
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS					
PERSONNEL SERVICES					
CONTRACTUAL EXPENSES					
MISCELLANIOUS EXPENSES					
EXPENSES (Continued)					
500800 BANK FEES	500.00	0.00	0.00	0.00	500.00
TOTAL EXPENSES (Continued)	500.00	0.00	0.00	0.00	500.00
CAPITAL EXPENSES					
500950.06WWTP-EXPAN & SANITARY SWR REP	250,000.00	19,975.00	19,975.00	7.99	230,025.00
500950.14WATER PLANT # 3	3,000,000.00	678,280.94	678,280.94	22.61	2,321,719.06
500950.19WATER PLANT #8	1,500,000.00	110,076.51	110,076.51	7.34	1,389,923.49
500950.21WWTP PHASE III	0.00	187,743.14	187,743.14	0.00	(187,743.14)
500950.22WATER PLANT #2	500,000.00	0.00	0.00	0.00	500,000.00
500950.23WATER WELL #7	500,000.00	7,000.00	7,000.00	1.40	493,000.00
500950.24WATER WELL #4	500,000.00	0.00	0.00	0.00	500,000.00
TOTAL CAPITAL EXPENSES	6,250,000.00	1,003,075.59	1,003,075.59	16.05	5,246,924.41
TOTAL CAPITAL PROJ-ENTERPRISE	6,250,500.00	1,003,075.59	1,003,075.59	16.05	5,247,424.41
*** TOTAL EXPENDITURES ***	6,250,500.00	1,003,075.59	1,003,075.59	16.05	5,247,424.41
*** REVENUES OVER/(UNDER) EXPENDITURES *	8,999,500.00	(1,003,075.59)	(999,525.59)	0.00	9,999,025.59

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

05 -DEBT SERVICE - GENERAL
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	784,435.00	5,055.92	5,538.69	0.71	778,896.31
GENERAL AND ADMINISTRATIV	2,500.00	0.00	0.00	0.00	2,500.00
*** TOTAL REVENUES ***	786,935.00	5,055.92	5,538.69	0.70	781,396.31
EXPENDITURE SUMMARY					
DEBT SERVICE GENERAL	787,525.00	0.00	117,005.00	14.86	670,520.00
*** TOTAL EXPENDITURES ***	787,525.00	0.00	117,005.00	14.86	670,520.00
*** REVENUES OVER/(UNDER) EXPENDITURES	(590.00)	5,055.92	(111,466.31)	892.59	110,876.31

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

05 -DEBT SERVICE - GENERAL
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40001	AD VAL TAX REVENUE	781,935.00	4,583.00	4,583.00	0.59	777,352.00
40034	2014 G/O I&S INT EARNED	2,500.00	472.92	955.69	38.23	1,544.31
TOTAL REVENUE		784,435.00	5,055.92	5,538.69	0.71	778,896.31
GENERAL AND ADMINISTRATIV						
40199	DELINQ PROP TAX/PENALTIES/INT	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL GENERAL AND ADMINISTRATIV		2,500.00	0.00	0.00	0.00	2,500.00
INTRA-FUND TRANSFERS IN						
*** TOTAL REVENUE ***		786,935.00	5,055.92	5,538.69	0.70	781,396.31

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

05 -DEBT SERVICE - GENERAL
DEBT SERVICE GENERAL
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
500033	2014 G/O I&S PRINCIPAL PMT	99,000.00	0.00	99,000.00	100.00	0.00
500034	2014 G/O I&S INTEREST PMT	33,525.00	0.00	17,505.00	52.21	16,020.00
	TOTAL I & S PAYMENTS	132,525.00	0.00	116,505.00	87.91	16,020.00
MISCELLANIOUS EXPENSES						
500766	2014 G/O Bank Fees	500.00	0.00	500.00	100.00	0.00
	TOTAL MISCELLANIOUS EXPENSES	500.00	0.00	500.00	100.00	0.00
EXPENSES (Continued)						
CAPITAL EXPENSES						
500925	TRFR TO ENTERPRISE DEBT SVC	654,500.00	0.00	0.00	0.00	654,500.00
	TOTAL CAPITAL EXPENSES	654,500.00	0.00	0.00	0.00	654,500.00
	TOTAL DEBT SERVICE GENERAL	787,525.00	0.00	117,005.00	14.86	670,520.00
	*** TOTAL EXPENDITURES ***	787,525.00	0.00	117,005.00	14.86	670,520.00
	*** REVENUES OVER/(UNDER) EXPENDITURES	(590.00)	5,055.92	(111,466.31)	0.00	110,876.31

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

06 -4B COMMUNITY DEV.
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	678,000.00	64,770.83	116,321.36	17.16	561,678.64
GENERAL AND ADMINISTRATIV	0.00	0.00	84.24	0.00	(84.24)
*** TOTAL REVENUES ***	678,000.00	64,770.83	116,405.60	17.17	561,594.40
EXPENDITURE SUMMARY					
4B COMMUNITY DEVELOPMENT	846,606.00	27,724.00	30,089.91	3.55	816,516.09
*** TOTAL EXPENDITURES ***	846,606.00	27,724.00	30,089.91	3.55	816,516.09
*** REVENUES OVER/(UNDER) EXPENDITURES	(168,606.00)	37,046.83	86,315.69	51.19-	(254,921.69)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

06 -4B COMMUNITY DEV.
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40014	4B 1/4 % Sales Tax Revenue	650,000.00	60,942.02	108,725.57	16.73	541,274.43
40022	4B Interest Earned	28,000.00	3,828.81	7,595.79	27.13	20,404.21
TOTAL REVENUE		678,000.00	64,770.83	116,321.36	17.16	561,678.64
GENERAL AND ADMINISTRATIV						
40124	MISC. REVENUES	0.00	0.00	84.24	0.00	(84.24)
TOTAL GENERAL AND ADMINISTRATIV		0.00	0.00	84.24	0.00	(84.24)
*** TOTAL REVENUE ***		678,000.00	64,770.83	116,405.60	17.17	561,594.40

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

06 -4B COMMUNITY DEV.
4B COMMUNITY DEVELOPMENT
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
500501	Salary & Benefit Reimbursemen	5,000.00	225.08	450.16	9.00	4,549.84
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500550	Dues & Memberships	1,000.00	0.00	0.00	0.00	1,000.00
	TOTAL PERSONNEL SERVICES	7,500.00	225.08	450.16	6.00	7,049.84
CONTRACTUAL EXPENSES						
500605	Telephone	251.00	20.92	20.92	8.33	230.08
500632	Contract/Consultant Services	55,000.00	4,875.00	4,875.00	8.86	50,125.00
500632.01	OFFICE RENTAL	7,500.00	625.00	1,875.00	25.00	5,625.00
500640	Legal	7,250.00	602.00	602.00	8.30	6,648.00
500641	Auditing/Accounting Services	2,850.00	0.00	0.00	0.00	2,850.00
500673	Computer Software	15,000.00	0.00	0.00	0.00	15,000.00
500674	Posting & Advertising	2,000.00	0.00	0.00	0.00	2,000.00
	TOTAL CONTRACTUAL EXPENSES	89,851.00	6,122.92	7,372.92	8.21	82,478.08
MISCELLANIOUS EXPENSES						
500742	Magazines, Maps, & Books	5,000.00	0.00	0.00	0.00	5,000.00
500743	Copies / Admin.	500.00	0.00	0.00	0.00	500.00
500766	Office Supplies	100.00	36.00	36.00	36.00	64.00
500769	Office Equipment	250.00	0.00	0.00	0.00	250.00
	TOTAL MISCELLANIOUS EXPENSES	5,850.00	36.00	36.00	0.62	5,814.00
EXPENSES (Continued)						
500824	Errors & Omissions Insurance	2,200.00	0.00	583.33	26.52	1,616.67
500825	Liability Insurance 4B - TML	1,300.00	0.00	307.50	23.65	992.50
500848	Park Maintenance	67,004.00	14,940.00	14,940.00	22.30	52,064.00
500851	Downtown Revitalization	15,000.00	6,400.00	6,400.00	42.67	8,600.00
	TOTAL EXPENSES (Continued)	85,504.00	21,340.00	22,230.83	26.00	63,273.17
CAPITAL EXPENSES						
500924	2011 SIB Loan I&S Transfer	165,097.00	0.00	0.00	0.00	165,097.00
500925	2017 SIB Loan I&S Transfer	40,000.00	0.00	0.00	0.00	40,000.00
500926	2021 SIB Loan I&S Transfer	61,804.00	0.00	0.00	0.00	61,804.00
500976	CAPITAL EXPENSES	391,000.00	0.00	0.00	0.00	391,000.00
	TOTAL CAPITAL EXPENSES	657,901.00	0.00	0.00	0.00	657,901.00
	TOTAL 4B COMMUNITY DEVELOPMENT	846,606.00	27,724.00	30,089.91	3.55	816,516.09
	*** TOTAL EXPENDITURES ***	846,606.00	27,724.00	30,089.91	3.55	816,516.09
	*** REVENUES OVER/(UNDER) EXPENDITURES	(168,606.00)	37,046.83	86,315.69	0.00	(254,921.69)

07 -4A ECONOMIC DEV.
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	1,382,000.00	134,273.25	244,290.86	17.68	1,137,709.14
GENERAL AND ADMINISTRATIV	0.00	0.00	84.24	0.00	(84.24)
*** TOTAL REVENUES ***	1,382,000.00	134,273.25	244,375.10	17.68	1,137,624.90
EXPENDITURE SUMMARY					
4A ECONOMIC DEVELOPMENT	2,116,501.00	1,020,943.87	1,017,413.70	48.07	1,099,087.30
*** TOTAL EXPENDITURES ***	2,116,501.00	1,020,943.87	1,017,413.70	48.07	1,099,087.30
*** REVENUES OVER/(UNDER) EXPENDITURES	(734,501.00)	(886,670.62)	(773,038.60)	105.25	38,537.60

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

07 -4A ECONOMIC DEV.
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40011	4A 1/2 % Sales Tax Revenue	1,292,000.00	121,884.02	217,451.11	16.83	1,074,548.89
40022	4A Interest Earned	90,000.00	12,389.23	26,839.75	29.82	63,160.25
TOTAL REVENUE		1,382,000.00	134,273.25	244,290.86	17.68	1,137,709.14
GENERAL AND ADMINISTRATIV						
40124	Misc. Revenue	0.00	0.00	84.24	0.00	(84.24)
TOTAL GENERAL AND ADMINISTRATIV		0.00	0.00	84.24	0.00	(84.24)
*** TOTAL REVENUE ***		1,382,000.00	134,273.25	244,375.10	17.68	1,137,624.90

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

07 -4A ECONOMIC DEV.
4A ECONOMIC DEVELOPMENT
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
500501	Salary & Benefit Reimbursemen	5,000.00	0.00	0.00	0.00	5,000.00
500543	Training & Travel	1,500.00	0.00	0.00	0.00	1,500.00
500550	Dues & Memberships	800.00	0.00	0.00	0.00	800.00
TOTAL PERSONNEL SERVICES		7,300.00	0.00	0.00	0.00	7,300.00
CONTRACTUAL EXPENSES						
500605	Telephone	251.00	20.93	20.93	8.34	230.07
500632	Contract/Consultant Services	75,000.00	8,536.50	10,759.50	14.35	64,240.50
500632.02	OFFICE RENTAL	9,000.00	678.00	2,034.00	22.60	6,966.00
500640	Legal	7,500.00	860.00	860.00	11.47	6,640.00
500641	Auditing/Accounting Services	2,850.00	0.00	0.00	0.00	2,850.00
500673	Computer Software	17,000.00	0.00	0.00	0.00	17,000.00
500674	Posting & Advertising	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL CONTRACTUAL EXPENSES		112,601.00	10,095.43	13,674.43	12.14	98,926.57
MISCELLANIOUS EXPENSES						
500742	Magazines, Maps & Books	8,500.00	0.00	0.00	0.00	8,500.00
500743	Copies / Admin.	500.00	0.00	0.00	0.00	500.00
500766	Office Supplies	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL MISCELLANIOUS EXPENSES		10,500.00	0.00	0.00	0.00	10,500.00
EXPENSES (Continued)						
500824	Error & Omissions Ins.- 4A-TM	2,500.00	0.00	307.50	12.30	2,192.50
500825	Liability Insurance 4A - TML	1,600.00	0.00	583.33	36.46	1,016.67
500838	Promotional Expense	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL EXPENSES (Continued)		54,100.00	0.00	890.83	1.65	53,209.17
CAPITAL EXPENSES						
500908	Transfers to General	0.00	951,666.82	951,666.82	0.00	(951,666.82)
500908.01	FM 1774 WATER/SEWER EXT PROJ	1,800,000.00	2,410.00	2,410.00	0.13	1,797,590.00
500908.02	MAG EAST TEMP WATER LINE	40,000.00	26,171.62	18,171.62	45.43	21,828.38
500908.03	PROJ-PD CAMERAS	42,000.00	30,600.00	30,600.00	72.86	11,400.00
500908.04	PROJ- DRAINAGE ASSESSMENT	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL CAPITAL EXPENSES		1,932,000.00	1,010,848.44	1,002,848.44	51.91	929,151.56
TOTAL 4A ECONOMIC DEVELOPMENT		2,116,501.00	1,020,943.87	1,017,413.70	48.07	1,099,087.30
*** TOTAL EXPENDITURES ***		2,116,501.00	1,020,943.87	1,017,413.70	48.07	1,099,087.30
*** REVENUES OVER/(UNDER) EXPENDITURES		(734,501.00)	(886,670.62)	(773,038.60)	0.00	38,537.60

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

11 -HB 445 ROAD REPAIR
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	610,000.00	75,345.90	137,561.38	22.55	472,438.62
*** TOTAL REVENUES ***	610,000.00	75,345.90	137,561.38	22.55	472,438.62
EXPENDITURE SUMMARY					
HB 445 ROAD REPAIR	450,000.00	11,979.50	11,979.50	2.66	438,020.50
*** TOTAL EXPENDITURES ***	450,000.00	11,979.50	11,979.50	2.66	438,020.50
*** REVENUES OVER/(UNDER) EXPENDITURES *	160,000.00	63,366.40	125,581.88	78.49	34,418.12

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

11 -HB 445 ROAD REPAIR
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40009	HB 445 Sales Tax Revenue 1/4%	600,000.00	60,942.01	108,725.55	18.12	491,274.45
40020	HB 445 Interest Earned	10,000.00	14,403.89	28,835.83	288.36	(18,835.83)
TOTAL REVENUE		610,000.00	75,345.90	137,561.38	22.55	472,438.62
*** TOTAL REVENUE ***		610,000.00	75,345.90	137,561.38	22.55	472,438.62

11 -HB 445 ROAD REPAIR
HB 445 ROAD REPAIR
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENSES (Continued)					
500850 HB445 Road Repair	450,000.00	11,979.50	11,979.50	2.66	438,020.50
TOTAL EXPENSES (Continued)	450,000.00	11,979.50	11,979.50	2.66	438,020.50
CAPITAL EXPENSES					
TOTAL HB 445 ROAD REPAIR	450,000.00	11,979.50	11,979.50	2.66	438,020.50
*** TOTAL EXPENDITURES ***	450,000.00	11,979.50	11,979.50	2.66	438,020.50
*** REVENUES OVER/(UNDER) EXPENDITURES *	160,000.00	63,366.40	125,581.88	0.00	34,418.12

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

17 -HOTEL/MOTEL OCCUPANCY TAX
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GENERAL AND ADMINISTRATIV	50,000.00	6,974.61	10,931.15	21.86	39,068.85
*** TOTAL REVENUES ***	50,000.00	6,974.61	10,931.15	21.86	39,068.85
EXPENDITURE SUMMARY					
HOTEL/MOTEL OCCUPANCY TX	25,000.00	7,811.38	10,974.58	43.90	14,025.42
*** TOTAL EXPENDITURES ***	25,000.00	7,811.38	10,974.58	43.90	14,025.42
*** REVENUES OVER/(UNDER) EXPENDITURES *	25,000.00	(836.77)	(43.43)	0.17-	25,043.43

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

17 -HOTEL/MOTEL OCCUPANCY TAX
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL AND ADMINISTRATIV						
40110	Hotel Occupancy Tax	50,000.00	6,974.61	10,931.15	21.86	39,068.85
	TOTAL GENERAL AND ADMINISTRATIV	50,000.00	6,974.61	10,931.15	21.86	39,068.85
*** TOTAL REVENUE ***		50,000.00	6,974.61	10,931.15	21.86	39,068.85

17 -HOTEL/MOTEL OCCUPANCY TAX
HOTEL/MOTEL OCCUPANCY TX
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES					
501560 Event Funding	25,000.00	7,811.38	10,974.58	43.90	14,025.42
TOTAL PERSONNEL SERVICES	25,000.00	7,811.38	10,974.58	43.90	14,025.42
TOTAL HOTEL/MOTEL OCCUPANCY TX	25,000.00	7,811.38	10,974.58	43.90	14,025.42
*** TOTAL EXPENDITURES ***	25,000.00	7,811.38	10,974.58	43.90	14,025.42
*** REVENUES OVER/(UNDER) EXPENDITURES *	25,000.00	(836.77)	(43.43)	0.00	25,043.43

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

18 -MC SECURITY FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURTS	7,000.00	1,149.29	2,476.78	35.38	4,523.22
*** TOTAL REVENUES ***	7,000.00	1,149.29	2,476.78	35.38	4,523.22
EXPENDITURE SUMMARY					
MC SECURITY	5,000.00	478.60	1,070.31	21.41	3,929.69
*** TOTAL EXPENDITURES ***	5,000.00	478.60	1,070.31	21.41	3,929.69
*** REVENUES OVER/(UNDER) EXPENDITURES *	2,000.00	670.69	1,406.47	70.32	593.53

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

18 -MC SECURITY FUND
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
COURTS						
40408	MC Security Fund Fees	7,000.00	1,149.29	2,476.78	35.38	4,523.22
TOTAL COURTS		7,000.00	1,149.29	2,476.78	35.38	4,523.22
*** TOTAL REVENUE ***		7,000.00	1,149.29	2,476.78	35.38	4,523.22

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

18 -MC SECURITY FUND
MC SECURITY
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES					
504565 MC Security Expense	5,000.00	478.60	1,070.31	21.41	3,929.69
TOTAL PERSONNEL SERVICES	5,000.00	478.60	1,070.31	21.41	3,929.69
CONTRACTUAL EXPENSES					
CAPITAL EXPENSES					
TOTAL MC SECURITY	5,000.00	478.60	1,070.31	21.41	3,929.69
*** TOTAL EXPENDITURES ***	5,000.00	478.60	1,070.31	21.41	3,929.69
*** REVENUES OVER/(UNDER) EXPENDITURES *	2,000.00	670.69	1,406.47	0.00	593.53

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

19 -MC TECHNOLOGY FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
RESTRICTED ACCOUNTS	9,000.00	1,401.84	2,873.24	31.92	6,126.76
*** TOTAL REVENUES ***	9,000.00	1,401.84	2,873.24	31.92	6,126.76
EXPENDITURE SUMMARY					
MC TECHNOLOGY FUND	8,100.00	1,235.18	1,787.97	22.07	6,312.03
*** TOTAL EXPENDITURES ***	8,100.00	1,235.18	1,787.97	22.07	6,312.03
*** REVENUES OVER/(UNDER) EXPENDITURES *	900.00	166.66	1,085.27	120.59	(185.27)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

19 -MC TECHNOLOGY FUND
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
COURTS						
RESTRICTED ACCOUNTS						
41190	MC Technology Fund Fee	9,000.00	1,401.84	2,873.24	31.92	6,126.76
	TOTAL RESTRICTED ACCOUNTS	9,000.00	1,401.84	2,873.24	31.92	6,126.76
*** TOTAL REVENUE ***		9,000.00	1,401.84	2,873.24	31.92	6,126.76

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

19 -MC TECHNOLOGY FUND
MC TECHNOLOGY FUND
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES						
519570	MC Techology Fund Expenses	8,100.00	1,235.18	1,787.97	22.07	6,312.03
	TOTAL PERSONNEL SERVICES	8,100.00	1,235.18	1,787.97	22.07	6,312.03
	TOTAL MC TECHNOLOGY FUND	8,100.00	1,235.18	1,787.97	22.07	6,312.03
	*** TOTAL EXPENDITURES ***	8,100.00	1,235.18	1,787.97	22.07	6,312.03
	*** REVENUES OVER/(UNDER) EXPENDITURES *	900.00	166.66	1,085.27	0.00	(185.27)

27 -IN-KIND FRANCHISE FEES
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GENERAL AND ADMINISTRATIV	0.00	1,896.26	2,245.22	0.00	(2,245.22)
*** TOTAL REVENUES ***	0.00	1,896.26	2,245.22	0.00	(2,245.22)
EXPENDITURE SUMMARY					
*** REVENUES OVER/(UNDER) EXPENDITURES *	0.00	1,896.26	2,245.22	0.00	(2,245.22)

27 -IN-KIND FRANCHISE FEES
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL AND ADMINISTRATIV						
40120	IN-KIND FRANCHISE INCOME	0.00	1,896.26	2,245.22	0.00	(2,245.22)
	TOTAL GENERAL AND ADMINISTRATIV	0.00	1,896.26	2,245.22	0.00	(2,245.22)
*** TOTAL REVENUE ***		0.00	1,896.26	2,245.22	0.00	(2,245.22)

27 -IN-KIND FRANCHISE FEES
IN-KIND FRANCHISE FEES
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL EXPENSES					
*** REVENUES OVER/(UNDER) EXPENDITURES *	0.00	1,896.26	2,245.22	0.00	(2,245.22)

30 -CAPITAL PROJECTS
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
REVENUE	350,000.00	0.00	0.00	0.00	350,000.00
GENERAL AND ADMINISTRATIV	500,000.00	0.00	0.00	0.00	500,000.00
*** TOTAL REVENUES ***	850,000.00	0.00	0.00	0.00	850,000.00
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	1,294,937.00	0.00	0.00	0.00	1,294,937.00
*** TOTAL EXPENDITURES ***	1,294,937.00	0.00	0.00	0.00	1,294,937.00
*** REVENUES OVER/(UNDER) EXPENDITURES	(444,937.00)	0.00	0.00	0.00	(444,937.00)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

30 -CAPITAL PROJECTS
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE						
40001	DEPOSIT-	350,000.00	0.00	0.00	0.00	350,000.00
	TOTAL REVENUE	350,000.00	0.00	0.00	0.00	350,000.00
GENERAL AND ADMINISTRATIV						
40150	TRANSFER IN	500,000.00	0.00	0.00	0.00	500,000.00
	TOTAL GENERAL AND ADMINISTRATIV	500,000.00	0.00	0.00	0.00	500,000.00
*** TOTAL REVENUE ***		850,000.00	0.00	0.00	0.00	850,000.00

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

30 -CAPITAL PROJECTS
NON-DEPARTMENTAL
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
CONTRACTUAL EXPENSES					
EXPENSES (Continued)					
CAPITAL EXPENSES					
500950.12TCDBG DISBURSEMENT	367,500.00	0.00	0.00	0.00	367,500.00
500950.13CONNIE STREET PROJ	500,000.00	0.00	0.00	0.00	500,000.00
500950.14CLFRF DISBURSEMENT	427,437.00	0.00	0.00	0.00	427,437.00
TOTAL CAPITAL EXPENSES	1,294,937.00	0.00	0.00	0.00	1,294,937.00
TOTAL NON-DEPARTMENTAL	1,294,937.00	0.00	0.00	0.00	1,294,937.00
*** TOTAL EXPENDITURES ***	1,294,937.00	0.00	0.00	0.00	1,294,937.00
*** REVENUES OVER/(UNDER) EXPENDITURES	(444,937.00)	0.00	0.00	0.00	(444,937.00)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

32 -MAGNOLIA RIDGE - PID
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GENERAL AND ADMINISTRATIV	124,315.00	2,299.50	2,299.50	1.85	122,015.50
*** TOTAL REVENUES ***	124,315.00	2,299.50	2,299.50	1.85	122,015.50
EXPENDITURE SUMMARY					
MAGNOLIA RIDGE PID	116,575.00	0.00	0.00	0.00	116,575.00
*** TOTAL EXPENDITURES ***	116,575.00	0.00	0.00	0.00	116,575.00
*** REVENUES OVER/(UNDER) EXPENDITURES *	7,740.00	2,299.50	2,299.50	29.71	5,440.50

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

32 -MAGNOLIA RIDGE - PID
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL AND ADMINISTRATIV						
40105	AD VALOREM TAX REVENUE	124,315.00	2,299.50	2,299.50	1.85	122,015.50
	TOTAL GENERAL AND ADMINISTRATIV	124,315.00	2,299.50	2,299.50	1.85	122,015.50
*** TOTAL REVENUE ***		124,315.00	2,299.50	2,299.50	1.85	122,015.50

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

32 -MAGNOLIA RIDGE - PID
MAGNOLIA RIDGE PID
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
I & S PAYMENTS						
500033	2018 PID BOND PRINCIPAL PAY'T	30,000.00	0.00	0.00	0.00	30,000.00
500034	2018 PID BOND INTEREST PAY'T	84,075.00	0.00	0.00	0.00	84,075.00
	TOTAL I & S PAYMENTS	114,075.00	0.00	0.00	0.00	114,075.00
CONTRACTUAL EXPENSES						
MISCELLANIOUS EXPENSES						
EXPENSES (Continued)						
500800	BANK FEES	2,500.00	0.00	0.00	0.00	2,500.00
	TOTAL EXPENSES (Continued)	2,500.00	0.00	0.00	0.00	2,500.00
	TOTAL MAGNOLIA RIDGE PID	116,575.00	0.00	0.00	0.00	116,575.00
	*** TOTAL EXPENDITURES ***	116,575.00	0.00	0.00	0.00	116,575.00
	*** REVENUES OVER/(UNDER) EXPENDITURES *	7,740.00	2,299.50	2,299.50	0.00	5,440.50

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

40 -SEIZED PROPERTY
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
POLICE	0.00	0.00	1,223.59	0.00	(1,223.59)
*** TOTAL REVENUES ***	0.00	0.00	1,223.59	0.00	(1,223.59)
EXPENDITURE SUMMARY					
*** REVENUES OVER/(UNDER) EXPENDITURES *	0.00	0.00	1,223.59	0.00	(1,223.59)

40 -SEIZED PROPERTY
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL AND ADMINISTRATIV						
POLICE						
40223	SEIZED PROPERTY INCOME	0.00	0.00	1,223.59	0.00	(1,223.59)
TOTAL POLICE		0.00	0.00	1,223.59	0.00	(1,223.59)
*** TOTAL REVENUE ***		0.00	0.00	1,223.59	0.00	(1,223.59)

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

40 -SEIZED PROPERTY
SEIZED POLICE PROPERTY
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
CONTRACTUAL EXPENSES					
MISCELLANIOUS EXPENSES					
CAPITAL EXPENSES					
*** REVENUES OVER/(UNDER) EXPENDITURES *	0.00	0.00	1,223.59	0.00	(1,223.59)

50 -JUDICIAL EFFICIENCY
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
RESTRICTED ACCOUNTS	500.00	138.90	228.77	45.75	271.23
*** TOTAL REVENUES ***	500.00	138.90	228.77	45.75	271.23
EXPENDITURE SUMMARY					
*** REVENUES OVER/(UNDER) EXPENDITURES *	500.00	138.90	228.77	45.75	271.23

FINANCIAL STATEMENT - UNAUDITED
AS OF: NOVEMBER 30TH, 2023

50 -JUDICIAL EFFICIENCY
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
RESTRICTED ACCOUNTS						
41190	JUDICIAL EFFICIENCY FUND FEE	500.00	138.90	228.77	45.75	271.23
	TOTAL RESTRICTED ACCOUNTS	500.00	138.90	228.77	45.75	271.23
*** TOTAL REVENUE ***		500.00	138.90	228.77	45.75	271.23

50 -JUDICIAL EFFICIENCY
JUDICIAL EFFICIENCY FUND
DEPARTMENT EXPENDITURES

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
MISCELLANIOUS EXPENSES					
*** REVENUES OVER/(UNDER) EXPENDITURES *	500.00	138.90	228.77	0.00	271.23

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51 -LOCAL MUNICIPAL JURY FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURTS	200.00	26.34	26.34	13.17	173.66
*** TOTAL REVENUES ***	200.00	26.34	26.34	13.17	173.66
EXPENDITURE SUMMARY					
*** REVENUES OVER/(UNDER) EXPENDITURES *	200.00	26.34	26.34	13.17	173.66

51 -LOCAL MUNICIPAL JURY FUND
REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
COURTS						
40401	LOCAL MUNICIPAL JURY FUND	200.00	26.34	26.34	13.17	173.66
TOTAL COURTS		200.00	26.34	26.34	13.17	173.66
*** TOTAL REVENUE ***		200.00	26.34	26.34	13.17	173.66
*** REVENUES OVER/(UNDER) EXPENDITURES *		200.00	26.34	26.34	0.00	173.66