



**Elizabeth Woodall, Mayor**

**CITY OF JUSTIN  
CITY COUNCIL AGENDA  
TUESDAY, MARCH 8, 2022  
415 N. COLLEGE AVE.  
6:00 P.M.**

**CALL TO ORDER**

Convene into Session:  
Invocation and Pledge of Allegiance  
American Flag

Texas Flag: *“Honor the Texas Flag; I pledge allegiance to  
thee, Texas, one state, under God, one and indivisible”*

**BUSINESS INTRODUCTION**

- Duffy Dental Ranch

**STAFF/BOARD UPDATES**

- Finance Department update

**WORKSHOP SESSION**

1. Discuss zoning ordinance with respect to setback requirements.
2. Discuss regular session agenda items.

**CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session**

**PUBLIC COMMENT**

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

## **POSSIBLE ACTION ITEMS**

3. Consider and take appropriate action to approve a Final Plat for Lots 1-7, Block 1, Lots 1-3, Block 2, Lot A, Block 3, and Lot A, Block 4, Justin Town Square, approximately 18.08 acres located approximately 750 feet east from the intersection of E. Talley Boulevard and FM 156.
4. Consider and take appropriate action authorizing the City Manager to enter into an agreement with Westwood Professional Services, Inc., for the design of Old Town Sewer Rehabilitation in the amount of \$44,500.
5. Consider and take appropriate action authorizing the City Manager to enter into the West Side Sewer Improvement Agreement with multiple property owners extending sanitary sewer service.
6. Consider and take appropriate action regarding Resolution 578-22 amending the City of Justin fee schedule amending water and wastewater impact fees and establishing a roadway impact fee and other miscellaneous fee amendments.
7. Consider and take appropriate action regarding an appointment to the Parks and Recreation Advisory Board.

## **CONSENT**

***Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration***

8. Consider and take appropriate action approving Board of Adjustment meeting minutes dated February 22, 2022.
9. Consider and take appropriate action approving City Council meeting minutes dated February 22, 2022.

## **EXECUTIVE SESSION**

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Range Property Development Agreement
  - Justin Crossing Development

Convene into executive session

Adjourn into open meeting.

10. Discuss, consider, and act on items discussed in Executive Session.

**FUTURE AGENDA ITEMS**

**ADJOURN**

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 2nd day of March, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

*Brittany Andrews*

Brittany Andrews, City Secretary

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item # 1 (Workshop Session)

Title: Discuss zoning ordinance with respect to setback requirements

Department: Administration

Contact: Matt Cyr, Development Services Director

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Recommendation: Discuss accordingly.

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Other Information:

Staff received a request to discuss setback requirements provided for in the city's zoning ordinance based on a recent case decided by the zoning board of adjustment (ZBA). The current setback requirements mirror what is required in the International Residential Code.

According to the 2018 IRC Table R302.1 (1) the separation for all structures is to be at least 5' if there is no fire resistance material. The intent of this rule is to ensure a potential fire does not jump from one structure to the next and is the intent behind the 5' in our ordinances. As always, Council can consider changing this rule. If changed, future residents will need to enhance the construction materials associated with accessory buildings according to the International Building Code and International Fire Code (IFC).

Other City Setback Requirements for Accessory Buildings to the Main Residence:

Keller: 10' setback requirement for all accessory buildings to the main building

Argyle: 10' setback requirement for all residential accessory buildings to the main building

Roanoke: 5' setback requirement for all residential accessory buildings to the main building

Northlake: 10' setback requirement for all residential accessory buildings to the main building (excluding carports)

Justin: 5' setback requirement for all residential accessory buildings to the main building

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City Attorney Review: N/A

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Attachments:

1. International Building Code Attachment
2. Fire Code Official Interpretation and Attachment
3. Other Cities Setbacks Requirements

**TABLE R302.1(1) EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E119, UL 263 or Section 703.3 of the <i>International Building Code</i> with exposure from both sides	0 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood <sup>a, b</sup>	≥ 2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	NA	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1 foot = 304.8 mm.

NA = Not Applicable.

a. The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhang if fireblocking is provided from the wall top plate to the underside of the roof sheathing.

b. The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the rake overhang where gable vent openings are not installed.



**From:** [Matthew Cyr](#)  
**To:** [Chuck Sellers](#)  
**Subject:** FW: FW: Accessory bldg setback  
**Date:** Wednesday, March 2, 2022 1:45:00 PM  
**Attachments:** [Fire Separation Distance for Accessory Structures.pdf](#)

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**From:** Jason Botcher <firemarshal98@gmail.com>  
**Sent:** Tuesday, March 1, 2022 8:20 PM  
**To:** Matthew Cyr <mcyr@cityofjustin.com>  
**Subject:** Re: FW: Accessory bldg setback

Hello Matt,

Attached is where to find fire separation distance in the fire code. I have also provided an explanation for four scenarios. Scenario 2 and 4 are the most common, which is why most Cities use the 10' set-back rule. However, a 5 foot setback is provided in the IBC. Both the accessory structure and main structure must have a one-hour fire rated wall.

A side note, an attached garage must have 1 fire resistance rating between the garage and living spaces. There is no difference.

Thank you,  
Jason

On Mon, Feb 28, 2022 at 8:18 AM Matthew Cyr <[mcyr@cityofjustin.com](mailto:mcyr@cityofjustin.com)> wrote:

Can you give me your interpretation of the 2018 IFC regarding setbacks from structures in general.

## Fire Separation Distance for Accessory Structures

### A. Definition in 2018 IBC Chapter 2 Definitions:

**Fire-Resistance Rating** – The period of time a building element, component or assembly maintains the ability to confine fire, continues to perform a given structural function, or both, as determined by the tests, or methods based on tests, prescribed in Section 703

**Fire Separation Distance** – The distance measured from the building face to one of the following:

1. The closest interior lot line.
2. To the centerline of a street, an alley or public way
3. To an imaginary line between two buildings on the lot.

The distance shall be measured at right angles from the face of the wall.

### B. Occupancy Types

**IBC Section 310 Residential Group R.** Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the International Residential Code.

**IBC Section 312 Utility and Miscellaneous Group U.** Building and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not limited to the following:

- Agricultural buildings
- Aircraft hangers, accessory to one-two family residence
- Barns
- Carports**
- Communication equipment structures
- Fences more than 6 feet in height
- Grain silos, accessory to residential occupancy
- Livestock shelters
- private garages
- Retaining walls
- Sheds**
- Stables
- Tanks
- Towers

C. IBC Table 602 considers construction type, occupancy type, and exterior wall fire resistance rating to determine the fire separation distance .

1. The minimum fire separation from Group R to Group U on same lot constructed with 1-hour fire resistance rated walls on both. The measurement from the Group R to the imaginary line between the



two buildings and 5 feet. The measurement from the imaginary line to the Group U Building is 5 feet. The total separation distance is 10 feet.

2. The minimum fire separation distance from Group R to Group U on same lot when the Group U has no fire resistance rated walls. The measurement from the Group R to the imaginary line is 5 feet. The measurement from the imaginary line to the Group U is 10 feet. The total separation distance is 15.

This scenario is more common due to the type of construction materials used for Group U buildings.

3. The minimum fire separation distance from a Group U with a 1-hour fire resistance rated walls to the closest lot line is 5 feet.

4. The minimum fire separation distance from a Group U with no fire resistance rated walls to the lot line is 10 feet.

This scenario is more common due to construction materials used for Group U Buildings.

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item # 3 (Possible Action Items)

Title: Consider and take appropriate action to approve a Final Plat for Lots 1 - 7, Block 1, Lots 1-3, Block 2, Lot A, Block 3, and Lot A, Block 4, Justin Town Square, approximately 18.08 acres located approximately 750 feet east from the intersection of E. Talley Boulevard and FM 156.

Department: Administration

Contact: Matt Cyr, Development Services Director

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Recommendation: Staff recommends approval based on the plat meeting all the requisite regulations.

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Background:

City Council approved a preliminary plat for Justin Town Square on December 14, 2021. The final plat is the next step in the development process. Staff will be bringing forward a new zoning district for Justin Town Square in the coming months for Council to review.

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City Attorney Review: N/A

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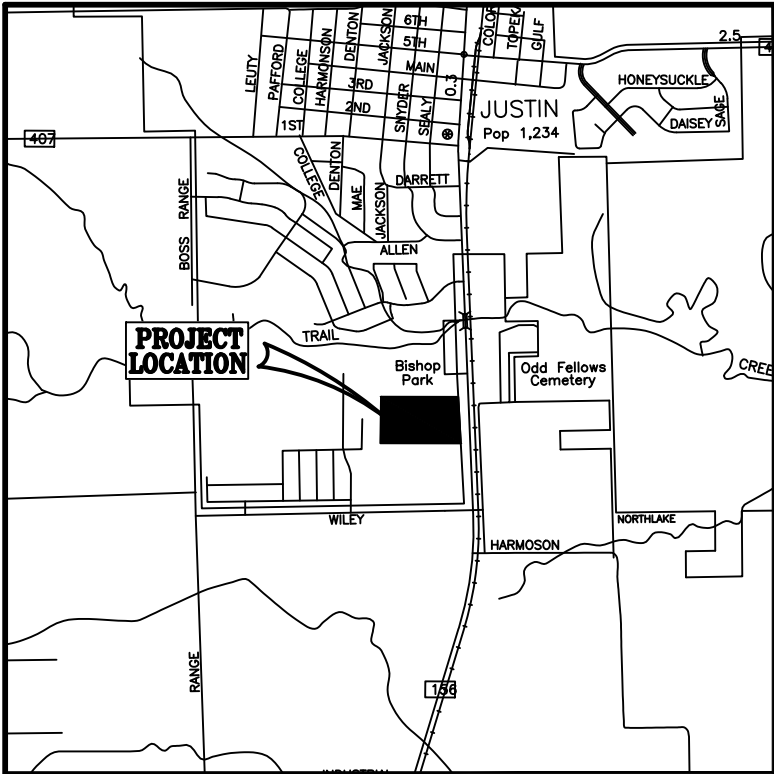
Attachments:

1. Map
2. Proposed Plat

S EM 156

S FM-156





VICINITY MAP - NTS  
JUSTIN, TEXAS

LEGEND

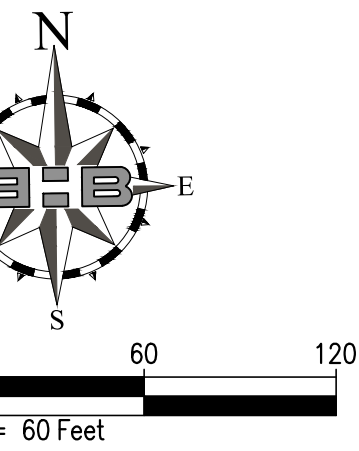
CIRF.....5/8" Capped Iron Rod Marked "RPLS 4838" Found  
DE.....Drainage Easement  
D&UE.....Drainage and Utility Easement  
DRDCT.....Deed Records, Denton County, Texas  
IRF.....1/2" Iron Rod Found  
OIRS.....5/8" Capped Iron Rod Marked "BHB INC" Set  
PRDCT.....Plat Records, Denton County, Texas  
UE.....Utility Easement

NOTES

- This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
- Horizontal Datum and coordinates shown hereon are U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
- By scaled location of FEMA FIRM Map No. 48121C0485G, effective April 18, 2011, the subject property lies within:  
  
Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
- All corners set are 5/8" capped iron rods marked "BHB INC" unless otherwise noted.

**BHB**  
BAIRD, HAMPTON & BROWN  
engineering and surveying

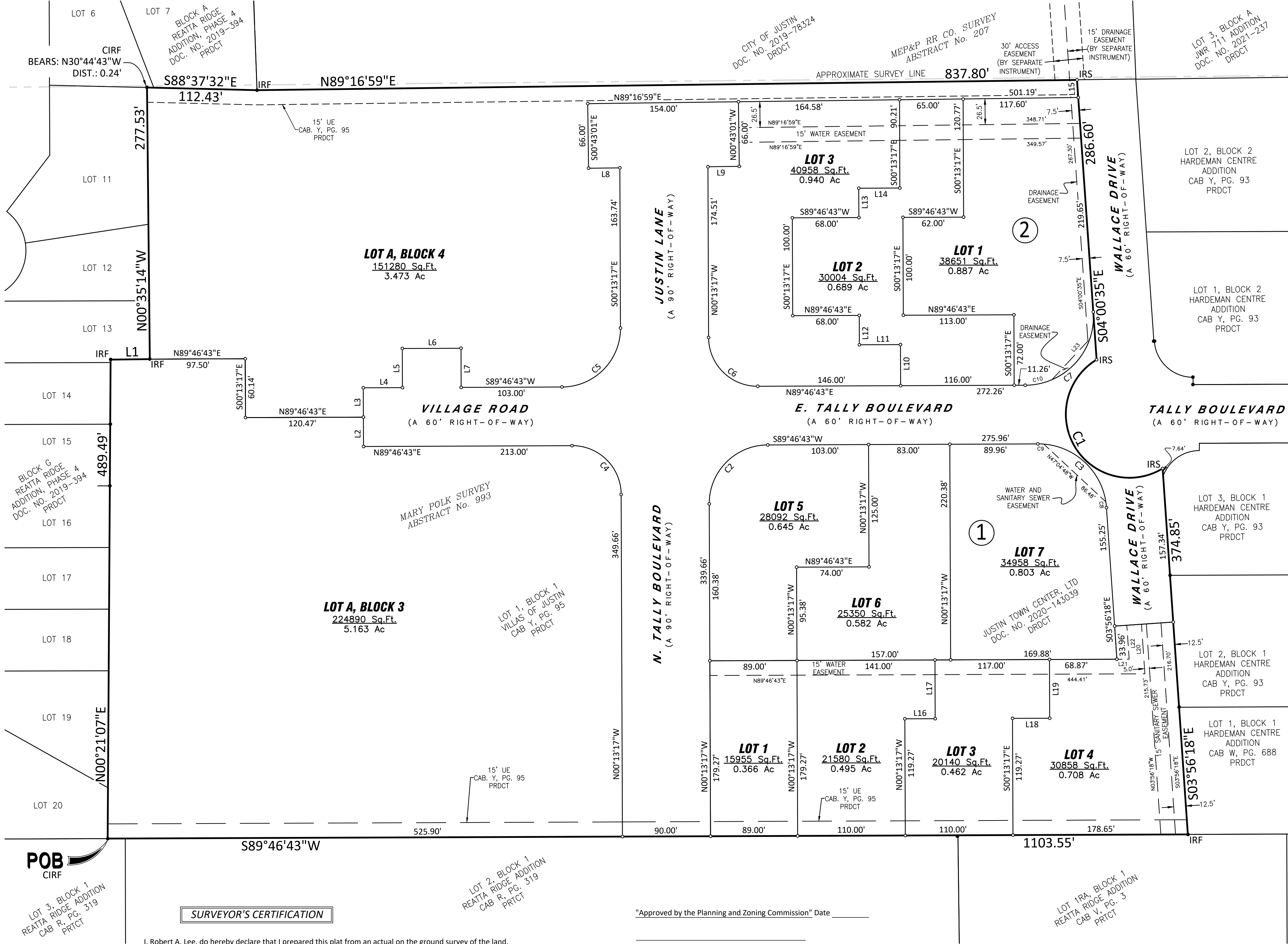
6300 Ridglea Place, Suite 700 Fort Worth, TX 76116  
rlee@bhinc.com • 817.338.1277 • bhinc.com  
TBPELS Firm #44, #1001300, #1001302,  
#10194148



Line Table		
Line #	Direction	Length
L1	N89°17'58"E	40.03
L2	S0°13'17"E	30.00
L3	S0°13'17"E	30.00
L4	S89°46'43"W	40.00
L5	S0°13'17"E	40.00
L6	S89°46'43"W	60.00
L7	N0°13'17"W	40.00
L8	N89°16'59"E	32.00
L9	N89°16'59"E	32.00
L10	S0°13'17"E	42.00
L11	N89°46'43"E	42.00
L12	S0°13'17"E	30.00

Line Table		
Line #	Direction	Length
L13	S0°13'17"E	30.00
L14	S89°46'43"W	42.00
L15	S4°00'35"E	18.03
L16	N89°46'43"E	31.00
L17	N0°13'17"W	60.00
L18	S89°46'43"W	38.00
L19	S0°13'17"E	60.00
L20	N3°56'18"W	50.78
L21	S89°46'43"W	12.53
L22	S3°56'18"E	34.77
L23	S42°53'04"W	53.99

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	180°21'40"	65.00'	204.61'	S31°14'50"E	130.00'
C2	90°00'00"	60.00'	94.25'	S44°46'43"W	84.85'
C3	86°16'59"	70.00'	105.41'	N47°04'48"W	95.73'
C4	90°00'00"	50.00'	78.54'	S45°13'17"E	70.71'
C5	90°00'00"	60.00'	94.25'	S44°46'43"W	84.85'
C6	90°00'00"	50.00'	78.54'	N45°13'17"W	70.71'
C7	93°47'17"	70.00'	114.58'	S42°53'04"W	102.21'
C8	5°08'34"	67.97'	6.10'	S6°27'45"E	6.10'
C9	5°00'09"	69.83'	6.10'	S87°43'26"E	6.10'
C10	23°02'24"	70.00'	28.15'	N78°15'31"E	27.96'



SURVEYOR'S CERTIFICATION

I, Robert A. Lee, do hereby declare that I prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown hereon were properly placed under my direct supervision in accordance with the platting rules and regulations of the City of Justin, Texas.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE**  
Purpose of Document: Review  
Surveyor: Robert A. Lee  
Registered Professional Land Surveyor No. 6895  
Release Date: 01-06-2022

Robert A. Lee  
State of Texas Registered Professional Land Surveyor  
No. 6895  
January 06, 2022

"Approved by the Planning and Zoning Commission" Date \_\_\_\_\_

Chair, Planning and Zoning Commission \_\_\_\_\_

Attest, City Secretary \_\_\_\_\_

"Approved by the City Council" Date \_\_\_\_\_

Mayor, City of Justin \_\_\_\_\_

Attest, City Secretary \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, JUSTIN TOWN CENTER, LTD is the owner of a tract of land situated within the Mary Polk Survey, Abstract No. 993, City of Justin, Denton County, Texas, same being all of Lot 1, Block 1, of the Villas of Justin, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Cabinet Y, Page 95, Plat Records, Denton County, Texas, (PRDCT) and being more particularly described by metes & bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values)

**BEGINNING** at a 5/8-inch capped iron rod marked "RPLS 4838" found (CIRF) for the southwest corner of said Lot 1, same being the southeast corner of Lot 20, Block G, Reatta Ridge Addition, Phase 4, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Document Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet R, Page 319, PRCT;

**THENCE** with the common line between said Lot 1 and said Reatta Ridge Addition, Phase 4 the following courses and distances:

North 00°21'07" East, a distance of 489.49 feet to a 1/2-inch iron rod found (IRF) for an ell corner in said Lot 1, same being a re-entrant corner in Lot 13, Block G of said Reatta Ridge Addition, Phase 4;

North 89°17'58" East, a distance of 40.03 feet to an IRF for a re-entrant corner in said Lot 1, same being an ell corner in said Lot 13;

North 00°35'14" West, a distance of 277.53 feet to a point for the northwest corner of said Lot 1, same being the northeast corner of Lot 11, Block G of the aforesaid Reatta Ridge Addition, Phase 4 from which a CIRF bears North 30°44'43" West, a distance of 0.24 feet;

South 88°37'32" East, a distance of 112.43 feet to a IRF for the southeast corner of Lot 7, Block A of said Reatta Ridge Addition, Phase 4, same being the southwest corner of a tract of land described by deed to the City of Justin as recorded in Document Number 2019-78324, Deed Records, Denton County, Texas (DRDCT);

**THENCE** North 89°16'59" East, with the common line between the aforesaid Lot 1 and the said City of Justin tract, a distance of 837.80 feet to a 5/8-inch capped iron rod marked "BHB INC" found (IRS) for the northeast corner of said Lot 1, and being in the west right-of-way line of Wallace Drive (a 60 foot right-of-way);

**THENCE** with the common line between said Lot 1 and said Wallace Drive the following courses and distances:

South 04°00'35" East, a distance of 286.60 feet to an IRS;

along a curve to the left having a central angle of 180°21'40", a radius of 65.00 feet, an arc length of 204.61 feet, and a chord which bears South 31°14'50" East, a distance of 130.00 feet to an IRS;

South 03°56'18" East, passing at a distance of 7.64 a point for the most westerly northwest corner of Lot 3, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and now continuing with the common line between the aforementioned Lot 1, and said Hardeman Centre Addition as recorded in Cabinet Y, Page 93, PRDCT, passing at a distance of 244.59 feet, an IRF for the southwest corner of said Hardeman Centre Addition as recorded in Cabinet Y, Page 93, PRDCT, same being the northwest corner of Lot 1, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Cabinet W, Page 688, PRDCT, and now continuing with the common line between said Lot 1, Block 1, Villas of Justin, and said Lot 1, Block 1, Hardeman Centre Addition in all for a total distance of 374.85 feet to an IRF for the southwest corner of said Lot 1, Block 1, Hardeman Centre Addition, same being the southeast corner of said Lot 1, Block 1, Villas of Justin, and being in the north line of 1RA, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Page 3, PRCT;

**THENCE** South 89°46'43" West, with the common line between said Lot 1, Block 1, Villas of Justin and said Lot 1RA, passing at a distance of 701.70 feet a point for the northwest corner of said Lot 1RA, same being the northeast corner of Lot 2, Block 1, of the aforementioned Reatta Ridge Addition as recorded in Cabinet R, Slide 319, PRCT and now continuing with the common line between said Lot 1, Block 1, Villas of Justin and said Reatta Ridge Addition as recorded in Cabinet R, Page 319, PRCT in all for a total distance of 1103.55 feet to the **POINT OF BEGINNING**, containing 787,575 square feet or 18.080 acres more or less;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS §

THAT Justin Town Center, LTD acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as **LOTS 1-7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3 AND LOT A, BLOCK 4, JUSTIN TOWN SQUARE**, an addition to the City of Justin, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Justin. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Justin's use thereof. The City of Justin and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Justin and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Justin, Texas.

WITNESS, my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: Justin Town Center, LTD

\_\_\_\_\_, Authorized Agent

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

**BEFORE** me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledge to me that he or she executed the same in the capacity herein stated and the act and deed of said company.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for \_\_\_\_\_ County

**FINAL PLAT**  
**LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2,**  
**LOT A, BLOCK 3, AND LOT A, BLOCK 4**  
**JUSTIN TOWN SQUARE**  
**18.080 ACRES**

**BEING A REPLAT OF LOT 1, BLOCK 1, VILLAS OF JUSTIN**  
**AS RECORDED IN CAB. Y, SLIDE 95, PRCT**  
**MARY POLK SURVEY, ABSTRACT NO. 993,**  
**CITY OF JUSTIN, DENTON COUNTY, TEXAS**

**JANUARY 2022**

**SHEET 1 OF 2**

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #4 (Possible Action)

Title: Consider and take appropriate action authorizing the City Manager to enter into an agreement with Westwood Professional Services, Inc., for the design of Old Town Sewer Rehabilitation in the amount of \$44,500.

Department: Administration

Contact: Public Works Director, Josh Little, City Manager, Chuck Ewings

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Recommendation: Approval of the proposal

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Background:

Staff has proposed using a portion of the Coronavirus Local Fiscal Recovery Funds (CLFRF) to replace and repair existing sanitary sewer lines in Old Town. This proposal will provide for the design of these improvements. The cost of the proposal is \$44,500 and will include design and bid process. The attached exhibits provide for the location.

The City of Justin anticipates receiving a total of \$1,060,000 in CLFRF that can be utilized for water and sewer improvements. The city received half last September and is scheduled to receive the second half of funds in August.

To date these funds have been utilized to paint the existing water towers and begin installing a new SCADA system among other small projects to improve the sewer treatment plant.

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City Attorney Review: N/A

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Attachments: Proposal



## **EXHIBIT 'A' – SCOPE OF SERVICES**

### **CITY OF JUSTIN OLD TOWN SANITARY SEWER REHABILITATION**

#### **PROJECT DESCRIPTION:**

The project consists of civil engineering, design and survey for the City of Justin's wastewater system located in Old Town Justin. The design will be for replacement of sanitary sewer lines in alleyway between 2<sup>nd</sup> and 3<sup>rd</sup> Street from alley east of Sealy Avenue to College Avenue, alleyway between 2<sup>nd</sup> and 1<sup>st</sup> Street from alley east of Sealy Avenue to Jackson Street and for the Sanitary Line that runs in Jackson to 2<sup>nd</sup> Street and Denton Avenue from 2<sup>nd</sup> to 1<sup>st</sup> Street. (PROJECT)

#### **BASIC SERVICES:**

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

3. Constructability Review:

- Prior to the 90 percent review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4. Utility Clearance:

- The CONSULTANT will consult with the CITY, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT will provide plans to and coordinate with utility CITY related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:

- Cover Sheet
- General Notes
- Quantity Sheet
- Project Layout & Survey Control Sheet
- Wastewater Main Plan & Profile Sheets.  
Scale 1" = 40' Horizontal; 1" = 4' Vertical
- Erosion Control Sheets
- Detail Sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by CITY's project manager.

2. Assemble City of Justin standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit one (1) full sized 22"x34" set of preliminary 60% plans, two (2) sets of half size (11"x17") plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the CITY for review.

**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

**C. Final Design (90% & 100% Submittals)**

1. Revise preliminary plans incorporating comments from the CITY.
2. Submit one (1) full sized 22"x34" set of 90% plans, two (2) sets of half size (11"x17") plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for CITY review.
3. Incorporate final CITY review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including CITY standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) set of final plans and construction documents.

**D. Bid Phase Services**

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
  - CONSULTANT shall prepare and submit to CITY a draft Bid Advertisement for publishing by the CITY.
2. Bid Document Distribution:
  - The CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.
3. Bidder Assistance:
  - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
  - Attend the prebid conference in support of the CITY.
  - Attend the bid opening in support of the CITY.
4. Bid Analysis and Recommendation of Award:



**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

- The CONSULTANT will tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
- The CONSULTANT will assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- The CONSULTANT shall make a recommendation of award to the CITY.

5. Conformed Construction Documents:

- Upon award of a contract by the CITY, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Construction Phase Services

1. Preconstruction Conference:

- The CONSULTANT shall attend the preconstruction conference.

2. Site Visits:

- The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.

3. Shop Drawing and Lab Report Review

- The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor

- The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the CITY.

5. Contractor's Payment Estimates

- The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

7. Final Inspection

- The Engineer shall attend final inspection of the Project with representatives of the CITY and the construction contractor.

F. Project Completion

**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

- 1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the CITY on a CD-ROM disk or flash drive containing 22"x34" black and white PDF images.

**G. Direct Expenses**

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by a reproduction company) and mileage.

**SPECIAL SERVICES:**

**H. Field Survey**

**1. Establish Survey Control**

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established CITY horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

**2. Benchmark Loop**

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

**3. Existing Streets, Driveways and Right-of-Way**

**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 10' outside of the easement line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities

Utility CITY's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

**EXHIBIT A** to Agreement between the  
City of Justin, (CITY) and Westwood  
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Services

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

I. Easement Preparation (If Required)

If additional rights-of-way and/or easements are needed for the Project, the Engineer will perform the necessary surveying services to prepare drawings and descriptions to be used by the City in acquisition. The Engineer shall determine the apparent ownership of the land where rights-of-way and/or easements are needed from tax records. The Engineer shall acquire copies of plats and/or deeds needed to determine the property location from the City of county records. The Engineer shall locate available property corners in the field. The Engineer shall prepare a property map to be used as part of the Engineer's design drawings. The Engineer shall furnish the City with the necessary drawings and descriptions for acquiring the rights-of-way and/or easements acquisition for the construction of this Project. Drawings and descriptions are to be presented in form suitable for direct use by the City in obtaining right-of-way and/or easements. The Engineer will furnish four (4) copies of each document prepared.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Subsurface Utility Engineering*
- *Geotechnical Investigation*
- *Public hearings or CITY Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

**EXHIBIT B** to Agreement between the  
City of Justin, (CITY) and Westwood  
Professional Services, Inc.,  
(CONSULTANT) for Consulting  
Services

**EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT**

**CITY OF JUSTIN OLD TOWN SANITARY SEWER REHABILITATION**

**COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 44,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

**Basic & Special Services**

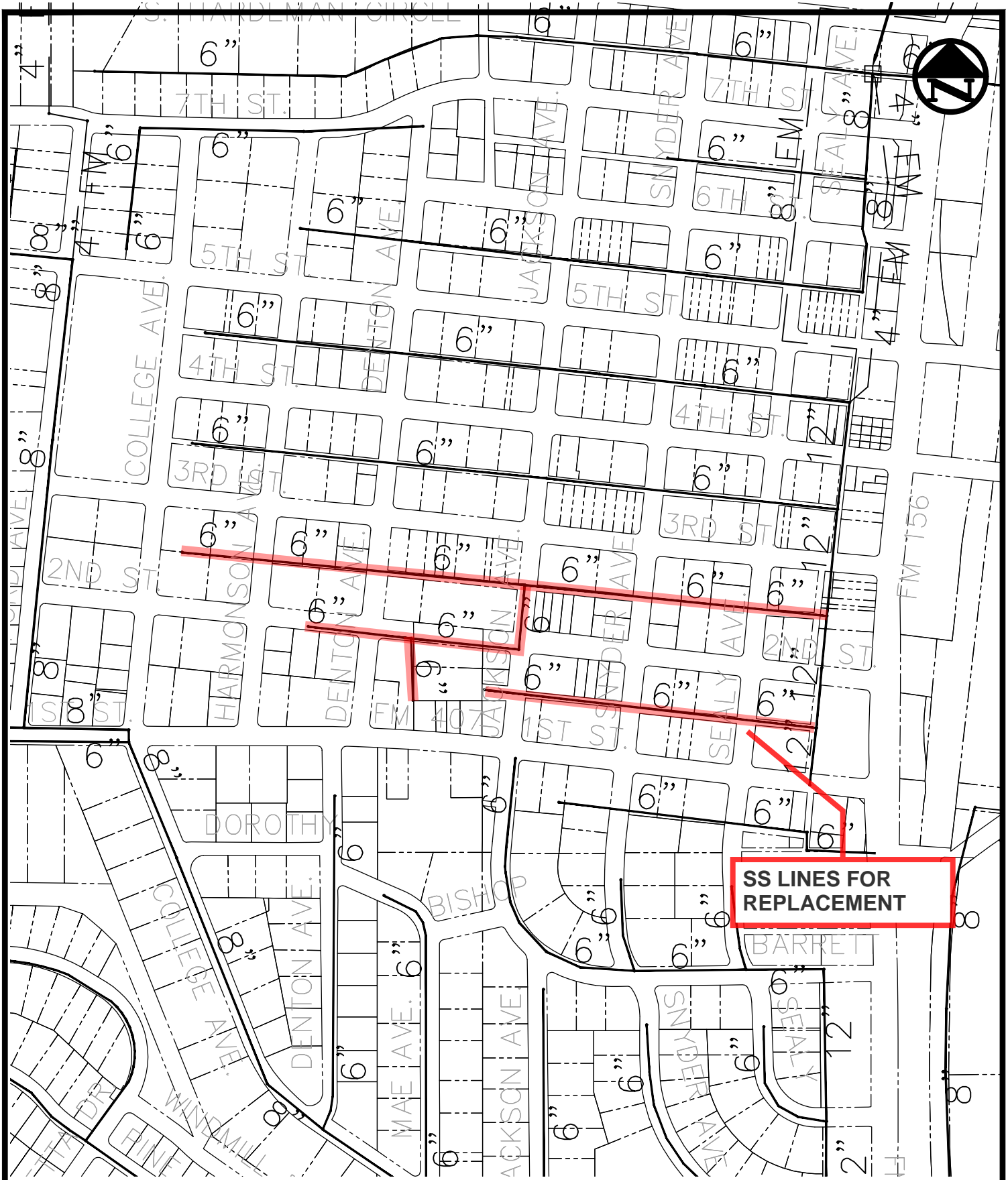
A.	Project Management, Coordination & Permitting	\$ 1,500
B.	Preliminary Design (60% Submittal)	16,000
C.	Final Design (90% & 100% Submittals)	10,000
D.	Bid Phase Services	3,500
E.	Construction Phase Services	2,500
F.	Direct Expense (Not to Exceed)	1,000
G.	Field Survey	10,000
H.	Easement Preparation as Needed (\$2,500/each)	<u>0</u>
<b>TOTAL</b>		<b>\$ 44,500.00</b>

**METHOD OF PAYMENT:**

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



**SS LINES FOR  
REPLACEMENT**



**JUSTIN**  
— 1887 —

# PROJECT LOCATION MAP OLD TOWN SANITARY SEWER REHABILITATION

## LEGEND

- EXISTING SANITARY SEWER
  - PROPERTY LINE
- 0 200 400 600  
HORIZONTAL SCALE IN FEET

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #5 (Possible Action)

Title: Consider and take appropriate action authorizing the City Manager to enter in the West Side Sewer Improvement Agreement with multiple property owners extending sanitary sewer service.

Department: Administration

Contact: City Manager, Chuck Ewings

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Recommendation: Approve City Manager to enter into agreement as presented.

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Background:

The City of Justin has made commitments to serve water and wastewater to multiple developments west of the city along FM 407. The attached agreement provides for participation among developer to fund installation of sewer lines and upgrade of the existing trunk line along Trail Creek to the city's treatment facility. The agreement provides a process to distribute costs and ensure service to the proposed developments.

Several exhibits must still be added, but no significant changes are anticipated. If any amendments are required, the agreement will be brought back to city council for consideration.

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City Attorney Review: N/A

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Attachments: Proposed Agreement  
Map Exhibit

**CITY OF JUSTIN**  
**WEST SIDE REGIONAL SANITARY SEWER AGREEMENT**

This West Side Regional Sanitary Sewer Agreement (this "Agreement") is entered into by the City of Justin, Texas (the "City") and the owners of property within the west side region listed on the signature pages to this Agreement (individually, an "Owner" or the "Owner" and collectively, the "Owners"), each a "Party" and collectively the "Parties," to be effective on the date upon which all of the following events have occurred (the "Effective Date"): (i) the City Council has approved this Agreement; and (ii) all parties hereto have fully executed this Agreement.

If an Owner has not executed this Agreement within thirty (30) days after the City Council has approved this Agreement, the Owner who fails to execute this Agreement will not become a party to this Agreement and will not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System (defined below) until it purchases such capacity from the Party that paid for it.

**ARTICLE I**  
**RECITALS**

**WHEREAS**, the City owns and operates a wastewater system within its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

**WHEREAS**, on April 29, 2021, the Town of Northlake executed that certain Interlocal Agreement Allocating Extraterritorial Jurisdiction and Retail, Water, and Sewer Service Areas Between the Town of Northlake, Texas, the City of Justin, Texas, and the City of Fort Worth, Texas that gave the City the exclusive authority and right to extend and provide retail sewer utility service to certain property; and

**WHEREAS**, the City desires to expand its wastewater system to better serve the property on the City's west side depicted on **Exhibit A** (the "West Side Service Area"); and

**WHEREAS**, the West Side Service Area shall be added to the City of Justin sewer CCN.

**WHEREAS**, the City's West Side Service Area sanitary sewer expansion will be designed and constructed in phases consistent with the City's capital improvement plan, development demand and the opinion of probable costs shown in **Exhibit B** (the "West Side Sewer System"); and

**WHEREAS**, the Owners of property within the West Side Service Area depicted on **Exhibit A** are willing to prepay their allocable share of the costs shown on **Exhibit B** relating to the segments of the West Side Sewer System as described in **Exhibit B** as consideration for the City reserving capacity within both the West Side Sewer System and the City's sewer treatment plant as long as the reservations of capacity are allocated in the same manner as costs are allocated and the prepayments are made consistent with the terms of this Agreement; and

**WHEREAS**, the Owners reservation of capacity in the City's sewer treatment plant will be amounts necessary to accept the flows from the West Side Sewer System; and



**WHEREAS**, the City acknowledges that the City is obligated to expand its sanitary sewer system at its cost and in compliance with all applicable laws, including TCEQ sewer plant expansion regulations; and

**WHEREAS**, the City confirms that the City has authority to contract with a third party, including an Owner, for the construction of any expansion to its sanitary sewer system; and

**WHEREAS**, the City requires that all work for the construction of any expansion to its sanitary sewer system be publicly bid in a manner that satisfies City and TCEQ requirements; and

**WHEREAS**, it is expected by the Owners that the City will receive from each Owner the prepayment required to fund each Owner's allocable share of the West Side Sewer System; and

**WHEREAS**, the City intends to fund those portions of the West Side Sewer System not funded by the Owners; and

**WHEREAS**, if the City is unable to fund any portion of the West Side Sewer System because of the failure of an Owner to fund its allocable share of the West Side Sewer System then all Parties acknowledge the West Side Sewer System may be re-designed in a manner that excludes that Owner's allocable share of capacity from the West Side Sewer System; and

**WHEREAS**, the Parties intend for the City to serve as the retail provider of wastewater service to the property within the West Side Service Area upon completion of construction of the portions of the West Side Sewer System required to provide such service; and

**WHEREAS**, upon completion, the City will own and operate the West Side Sewer System as part of the City's sewer system; and

**WHEREAS**, in the event of a conflict between any provision of this Agreement (including any exhibit to this Agreement) and any previously approved agreement between the City and an Owner, the provisions of the previously approved agreement shall control; and

**WHEREAS**, the Parties have the authority to enter into this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties agree as follows:

## **ARTICLE II**

### **SYSTEM ALIGNMENT AND EASEMENT ACQUISITION**

2.1 **System Alignment.** Each phase of the West Side Sewer System will be aligned as depicted on **Exhibit A.**

2.2 **Right of Way Acquisition.** Prior to publicly bidding any phase of construction of the West Side Sewer System, the City will acquire all necessary easements required for such construction. The earlier of thirty (30) days after the City approves the easement legal description or thirty (30) days after an Owner receives the Phase 2 Cost Notice described in Section 3.3(c) below, each Owner agrees to transfer to the City at no cost an easement in the

form attached as Exhibit C required for construction of the West Side Sewer System across that Owner's property. The obligation to transfer such easements to the City are covenants that run with the land and burden each Owner's property within the West Side Service Area. Within thirty (30) days of the Effective Date, this covenant will be recorded in the real property records of Denton County in order to provide notice of this obligation. Once the Owner's easement is recorded, the City will execute a release of covenant in the form attached as Exhibit D. Each Owner's easement obligations described in this Section 2.2 will survive any termination of this Agreement and will survive any failure to pay or perform obligations described in Article III below.

### **ARTICLE III**

#### **CONSULTING ENGINEERS; CONSTRUCTION OF SYSTEM; AND**

#### **ASSUMPTION OF OPERATION**

3.1 Constructing Party. The Parties agree that for each segment of the West Side Sewer System depicted on Exhibit A and described on Exhibit B, the Owner with the most immediate development demands who provides written notice of such need to all Parties shall be the "Constructing Party" responsible for the design, engineering, and construction of such segment. The City and all other Owners other than the Constructing Party are sometimes referred to collectively as the "Non-Constructing Parties."

3.2 Consulting Engineers. The Parties agree that the Constructing Party shall choose the consulting engineer for design of the segment of the West Side Sewer System that such Constructing Party will construct from the list of approved engineers attached as Exhibit E. The Parties agree that the West Side Sewer System shall be designed and constructed in general accordance with Exhibit A and Exhibit B and in accordance with applicable laws, including public bid requirements imposed by the City and the TCEQ.

3.3 Construction of System. It is anticipated that the design and construction of the West Side Sewer System shall be financed by the payments of the City and the Owners as described in this Agreement. All funds paid to the City by the Owners and all funds paid by the City under this Agreement shall be deposited and held in the West Side Sewer System Construction Fund (defined below) and used only for the payment of the Constructing Party's costs and expenses in connection with the phased construction of each segment of the West Side Sewer System (including engineering, design, construction costs and expenses, and the cost of the land and interests therein).

(a) The City shall create a separate segregated and restricted account to be known as the "West Side Sewer System Construction Fund". The West Side Sewer System Construction Fund shall be maintained by the City for the sole purpose of receiving the payments to be made by the City and the Owners pursuant to this Agreement and paying West Side Sewer System costs incurred by the Constructing Party of each segment of the West Side Sewer System, including but not limited to, administration of planning, design and plan-specification preparation, acquisition of land rights, advertisement and evaluation of construction bids, award of construction contract, construction, construction administration and inspection related to the West Side Sewer System as provided for in this Agreement. Notwithstanding the foregoing, construction management and construction administration fees will be capped at four percent (4%) of costs and paid from the West Side Sewer System Construction Fund only after the City

accepts the segment of the West Side Sewer System constructed, whether such fee is intended to be paid to the Constructing Party or a third party.

(b) The West Side Sewer System Construction Fund will be funded in phases, on a segment-by-segment basis as described on **Exhibit B**. For each sewer segment described on Exhibit B, funding will include two phases: "**Phase 1**" of each segment will include the cost of (i) engineering and surveying, (ii) engineering review and inspection fees, and (iii) easement acquisition all as described on **Exhibit B**. "**Phase 2**" of each segment will include all costs described on **Exhibit B**, including contingency costs, excluding the Phase 1 costs, as adjusted based on construction bids. The percentage of the Phase 1 costs and the Phase 2 costs will be allocated among the Parties as described on **Exhibit B**.

(c) Each of the Owners shall deposit with the City on or before thirty (30) days following receipt of a Phase 1 cost notice (the "**Phase 1 Cost Notice**") in the form attached as **Exhibit F** its respective share of the Phase 1 costs, if any. Each of the Owners shall deposit with the City on or before thirty (30) days following receipt of a Phase 2 cost notice (the "**Phase 2 Cost Notice**") in the form attached as **Exhibit G** its respective share of the Phase 2 costs, if any. Each Phase 2 Cost Notice must include City-approved legal descriptions for all easements required to construct the portion of the West Side Sewer System described in the Phase 2 Cost Notice. Upon written request by the Constructing Party, the City agrees to send the Phase 1 Cost Notice or Phase 2 Cost Notice to the Non-Constructing Parties at the addresses listed on **Exhibit I** within five (5) business days of such request.

(d) In the event that one or more of the Parties does not timely deposit with the City its respective share of the Phase 1 costs or the Phase 2 costs for any sewer segment of any phase of the West Side Sewer System, then each Party which does not deposit such costs shall not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System until such payment is made. In the event that any Party makes any late payments, interest shall accrue at the rate of one percent (1%) per month until paid in full. If any Party fails to make its Phase 2 payment for a period of more than sixty (60) days, it shall be in the sole discretion of the Parties that timely made its/their Phase 2 payment whether any Party that did not make timely Phase 2 payments may be permitted to make such late payment. At no time shall any Party that paid its respective share of Phase 1 costs be entitled to a refund of such costs, or any portion thereof, as a result of the failure of any Party to timely pay its respective share of Phase 2 costs. Nothing in this subsection shall prohibit the Party(ies) that timely paid its/their Phase 2 costs from utilizing the completed design to construct all or a portion of the remaining segments for inclusion in the West Side Sewer System, including the re-design and re-sizing of any segment(s) and component(s) thereof. All Parties acknowledge that a payment failure by any one Party may result in the West Side Sewer System being re-designed and re-sized in a manner that excludes capacity intended to be reserved for the benefit of the Party failing to make required payments.

(e) The deposits to the West Side Sewer Construction Fund required to be made by each Party for any phase or segment may be adjusted through the approval of necessary change orders by the Constructing Party as the circumstances may reasonably require, but in no event shall the Constructing Party authorize change orders that, in the aggregate, increase the Phase 1 costs and Phase 2 costs identified on **Exhibit B**, as adjusted based on construction bids, by more than five percent (5%) without the prior written consent of the majority of the Parties (which

majority will be calculated based on both the number of Parties and the cost allocations – e.g., if there are five Parties contributing total costs of \$100 then at least three Parties representing more than \$50 in costs would constitute a majority). In addition, the Constructing Party shall not approve any change order that modifies the scope or purpose of the West Side Sewer System, including, but not limited to, authorizing new segments, a new alignment or any modifications to the right of discharge of any Party as set forth in **Exhibit B**, without the prior written consent of the majority of Parties as described above. The Constructing Party shall promptly provide each Non-Constructing Party with a copy of each change order authorized by the Constructing Party. If any change order requires the deposit of additional funds by the Parties for any phase or sewer segment, such additional funds shall be deposited within forty-five (45) days of the Parties receipt of notice of such additional funds requirement from the City. Such additional funds notice (the "**Additional Funds Notice**") will be in the form of **Exhibit E**. The Constructing Party agrees that it will not request the City send the Additional Funds Notice to the Non-Constructing Parties until the contingency funds on deposit with the City for such phase or segment of the West Side Sewer System have been exhausted in proportion to the percentage of the phase or segment of the West Side Sewer System completed at that time. Upon written request by the Constructing Party, the City agrees to send the Additional Funds Notice to the Non-Constructing Parties at the addresses listed on **Exhibit I** within five (5) business days of such request.

In the event that one or more of the Parties does not timely deposit with the City its respective share of an authorized change order amount, as referenced in this subsection, then the Party(ies) which does/do not pay its/their respective share of such change order amount shall not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System until such payment is made.

(f) The West Side Sewer Construction Fund shall be maintained in an interest-bearing account and the City shall use reasonable efforts to utilize an account which bears interest at a rate which is commensurate with interest rates paid on accounts held by similarly situated governmental entities. Accrued interest shall first be applied to change orders that increase project costs. If funds remain on hand in the West Side Sewer Construction Fund after the completion of construction of the project phase or segment, each Party shall be entitled to a refund of a share of the total remaining amount based on each Party's allocated payment contributions to the West Side Sewer Construction Fund (e.g., if an Owner paid ten percent of the cost, that owner would be entitled to a ten percent share of unspent funds). The City shall refund to each Party its share of the remaining proceeds in the West Side Sewer Construction Fund and interest within sixty (60) days after completion of the project phase or sewer segment.

(g) With respect to the payment of Phase 1 and Phase 2 costs for each phase or segment of the West Side Sewer System, the following shall also apply:

(1) Any and all monies collected by the City from any Party for payment of Phase 1 costs shall be held in the West Side Sewer Construction Fund, and no disbursements may be made therefrom, until: (i) the City has deposited its pro-rata share of Phase 1 costs into the West Side Sewer Construction Fund, and (ii) all monies called for from each Party as its pro rata portion of the Phase 1 costs has been paid to the City and deposited into the West Side Sewer Construction Fund. Subject to Section 3.3(d) above and Section 3.3(h) below, if any Party fails to make the required payment of its share of the Phase 1 costs by the deadline therefor, any Phase 1 costs deposited by any

other Party shall be returned to such Party, along with any interest which has accrued thereon, within sixty (60) days after the deadline for the payment of the Phase 1 costs.

(2) Any and all monies collected by the City from any Party for payment of Phase 2 costs shall be held in the West Side Sewer Construction Fund, and no disbursement made therefrom, until: (i) the City has deposited its pro-rata share of Phase 2 costs into the West Side Sewer Construction Fund, and (ii) all monies called for from each Party as its pro rata portion of the Phase 2 costs has been paid to the City and deposited into the West Side Sewer Construction Fund. Subject to Section 3.3(d) above and Section 3.3(h) below, if any Party fails to make the required payment of its share of the Phase 2 costs by the deadline therefor, any Phase 2 costs deposited by any other Party shall be returned to such Party, along with any interest which has accrued thereon, within sixty (60) days after the deadline for the payment of the Phase 2 costs.

(3) Monies on deposit in the Construction Fund shall be invested pursuant to the investment policies of the City with any investment income to be credited to the West Side Sewer Construction Fund and applied as set forth in this Section.

(h) In the event of any default or failure to pay by any Party for any reason, a non-defaulting Party reserves the right to fund the defaulting Party's allocable share. In such event, the Parties agree the Party funding the defaulting Party's payments shall be entitled to defaulting's reserved capacity in the West Side Sewer System.

It is the intent of the Parties that design of the first phase or segment of the West Side Sewer System will commence by April 1, 2022, and that the first phase or segment of the West Side Sewer System will be placed in operation no later than April 1, 2024, and the Constructing Party agrees to proceed diligently with the design and construction of the West Side Sewer System to meet such schedule, subject to the other terms and conditions in this Agreement. It is expressly understood and agreed, however, that any obligation on the part of the Constructing Party to construct and complete the West Side Sewer System shall be conditioned upon: (i) the City's ability, in the exercise of reasonable, good faith efforts, to obtain all necessary land and interests therein; (ii) the Constructing Party's ability, in the exercise of reasonable, good faith efforts, to obtain all necessary permits, material, labor and equipment; (iii) the ability of the City to collect cash payments from the Parties to pay each Party's allocable share of the for the cost of the West Side Sewer System; and (iv) subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction over the West Side Sewer System, including the TCEQ.

(j) Beginning on the first full calendar month after construction of a segment of the West Side Sewer System commences, and for each month thereafter until the City accepts the completed segment of the West Side Sewer System, the Constructing Party may submit a "Request for Distribution of Funds" to the City substantially in the form of **Exhibit J**, including appropriate supporting documentation reasonably acceptable to the Parties to verify reimbursable costs expended or caused to be expended by the Constructing Party for the segment of the West Side Sewer System under construction. The Constructing Party will provide the Non-Constructing Parties with a copy of each Request for Distribution of Funds submitted to the City. The Non-Constructing Parties may object to the distribution of funds within five days of receipt of their copy of the Request for Distribution of Funds. After

reviewing any objection, the City may, at its option, elect to release the requested funds or withhold the requested funds until the objection is resolved.

(k) If the Constructing Party starts then fails to diligently complete construction, any Non-Constructing Party may send a written notice (a "Constructing Party Failure Notice") to all other Parties of such failure and request the right to step-in and complete the Constructing Party's obligations. Upon receipt of a Constructing Party Failure Notice, the Parties shall meet at the City within three business days to determine how to transition the work from the Constructing Party to the Non-Constructing Party who sent the Constructing Party Failure Notice.

3.4 Assumption of Operation. The City shall assume the operation and maintenance of the West Side Sewer System as part of the City's sewer system after each phase of construction is completed. The construction and operation of the West Side Sewer System Project will be in accordance with the provisions of this Agreement, including any amendments that may be made to this Agreement.

3.5 Reporting by Constructing Party. The Constructing Party agrees to send to the Non-Constructing Parties at the addresses listed on **Exhibit I** copies of the following relating to the segment of the West Side Sewer System being constructed by such Constructing Party:

- (a) All recorded easements applicable to the segment being constructed;
- (b) Executed design contract;
- (c) Copies of the design plans once fifty percent (50%) complete;
- (d) Final design plans submitted to the City for construction approval;
- (e) Final design plans approved by the City;
- (f) Public bid packets that are compliant with City and TCEQ standards when such packets are distributed to prospective contractors;
- (g) Executed construction contracts;
- (h) Notice to proceed;
- (i) Notice of substantial completion;
- (j) City Inspection reports noting any construction deficiencies; and
- (k) Evidence of City acceptance of the segment constructed.

3.6 Inspector Records and Reports. The City shall maintain a permanent record of all portions of the West Side Sewer System inspected by the City, a TCEQ inspector or any third-party inspector. All such records shall be available for copying by the Owners or any district funding a portion of the West Side Sewer System. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the TCEQ and the Texas Attorney General (the "AG"). Each inspector shall provide to the City a copy of each inspection report within fifteen (15) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective action). Each inspector shall provide a monthly report to

the City (by the 15<sup>th</sup> day of each month) identifying inspections during the previous calendar month.

If the City or any other Non-Constructing Party determines that any portion of the West Side Sewer System is not being constructed in compliance with **Exhibit A**, **Exhibit B** and the applicable regulations, and if the Constructing Party fails to correct the non-compliance within a reasonable period of time to the reasonable satisfaction of the City and/or the other Non-Constructing Party, the City shall have the right to enforce compliance by the issuance of a "stop-work order" until the non-compliance is corrected.

#### **ARTICLE IV**

#### **RETAIL WASTEWATER SERVICE; SYSTEM USE BY THE OWNERS**

4.1 **Retail Wastewater Service.** The City agrees to serve as the retail provider of wastewater service to the West Side Service Area.

4.2 **System Use by the Owners.** In consideration of the payments to be made by each Owner, respectively, under this Agreement, each Owner is entitled to and shall have a reservation of capacity in the portion of the West Side Service Area paid for by that Owner that includes the right to discharge its wastewater from property it owns within the West Side Service Area into the West Side Sewer System at the point of entry depicted on **Exhibit A** and described on **Exhibit B**, and the City shall accept such discharge, as the City is required to do under this Agreement, subject to TCEQ quality restrictions and applicable sewer regulations.

#### **ARTICLE V**

#### **WASTEWATER CAPITAL IMPROVEMENT PLAN**

The City agrees to add the West Side Sewer System to its sewer capital improvement plan before construction of the system begins and no later than April 1, 2022.

#### **ARTICLE VI**

#### **ADDITIONAL PROVISIONS**

6.1 **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

6.2 **Term.** This Agreement shall expire after the West Side Sewer System is constructed and accepted by the City.

6.3 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a

reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

6.4 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the City to suspend performance under this Agreement; or
- (c) adversely affect or impair the current or future obligations of the City to provide sewer service to the West Side Service Area; or
- (d) entitle the aggrieved Party to seek or recover exemplary damages; or
- (e) adversely affect or impair the current or future rights, powers or authority of any district funding any portion of the West Side Sewer System (including, but not limited to, the issuance of bonds); or
- (f) limit the Term.

6.5 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by any district funding any portion of the West Side Sewer System) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than any district funding any portion of the West Side Sewer System or a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

(c) The City waives its governmental immunity from suit and immunity from liability as to any action brought by an Owner resulting from an Owner's construction of all or any



portion of the West Side Sewer System because this Agreement is a contract subject to Texas Local Government Code Chapter 271, Subchapter I. Attorney's fees may be awarded to an Owner in an adjudication brought against the City for a breach of this Agreement as provided by Section 271.153(a) of the Texas Local Government Code.

6.6 Assignment by Owner to a District. An Owner has the right to assign to any district funding any portion of the West Side Sewer System those portions of this Agreement concerning the provision of sewer service and the design, construction, installation, maintenance, and repair of any portion of the West Side Sewer System. Thereafter, for the limited purposes of such assignment, any district funding any portion of the West Side Sewer System shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by the Owner and the applicable district and shall obligate the applicable district to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the applicable district for the performance of all obligations assigned to such district and agrees that the Owner making such assignment shall be released from subsequently performing the assigned obligations and from any liability that results from the district's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, the Owner shall not be released until the City receives the assignment. No assignment by the Owner shall release the Owner from any liability resulting from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Owner shall maintain written records of all assignments made by such Owner to any district, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

6.7 Assignment by Owner to Successor Owners. Each Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the property within the West Side Service Area or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required

by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. The City shall not assign this Agreement.

6.8 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement, but shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

6.9 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without each Owner's prior written consent.

6.10 Assignees as Parties. An Assignee shall be considered a "Party" and the "Owner" for the purposes of the rights, title, interest, and obligations assigned to the Assignee.

6.11 Estoppel Certificates. From time to time upon written request of an Owner or district, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement. Such estoppel certificate may confirm, if true, that an Owner's obligations under this Agreement are satisfied and such Owner has no further obligations under this Agreement.

6.12 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10<sup>th</sup> business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the

Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by e-mail). Notices given pursuant to this section shall be addressed as listed on Exhibit I.

6.13 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

6.14 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Each Owner represents and warrants that this Agreement has been approved by appropriate action of that Owner, and that the individual executing this Agreement on behalf of such Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6.15 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the West Side Sewer System and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

6.16 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue for any action to enforce or construe this Agreement shall be in Denton County.

6.17 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.18 No Third Party Beneficiaries. No person or entity other than the Parties shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

6.19 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

6.20 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, each Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.21 Iran, Sudan and Foreign Terrorist Organizations. Each Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes each Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

6.22 No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The

foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

- (a) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association;
- (b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill), as weapons that expel

projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

- (c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

6.24 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

6.25 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.26 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.27 Exhibits. The following exhibits are attached hereto and incorporated herein for all purposes:

- Exhibit A Depiction of the West Side Service Area
- Exhibit B Description of the West Side Sewer System
- Exhibit C Form of Easement

Exhibit D	Form of Release of Covenant
Exhibit E	List of Approved Engineers
Exhibit F	Phase 1 Cost Notice
Exhibit G	Phase 2 Cost Notice
Exhibit H	Additional Funds Notice
Exhibit I	Notice Addresses for all Parties
Exhibit J	Form of Request for Distribution of Funds

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**EXECUTION PAGES FOLLOW**

**ATTEST:**

**CITY OF JUSTIN**

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

      This instrument was acknowledged before me, on the \_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, \_\_\_\_\_ of the City of Justin, Texas on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission Expires: \_\_\_\_\_



**PETRUS INVESTMENT, L.P.**  
a Texas limited partnership

By: PMC Management, L.P.,  
a Texas limited partnership,  
its sole general partner

By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
a Texas limited liability company,  
its sole general partner

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DALLAS   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Hillwood Development Company, LLC, a Texas limited liability company and the sole general partner of PMC Management, LP, a Texas limited partnership and the sole general partner of Petrus Investment, LP, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**[INSERT SIGNATURE BLOCK FOR RANGE]**

By: \_\_\_\_\_  
a Texas \_\_\_\_\_  
its \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, \_\_\_\_\_ of [UPDATE PER SIGNATURE  
BLOCK], on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

CNR TALLY/TRAIL CREEK ACRES, a Texas partnership,

By: \_\_\_\_\_  
Edward Curtis Tally II, Managing Partner

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Edward Curtis Tally II, Managing Partner, on behalf of CNR TALLY/TRAIL CREEK ACRES, a Texas partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**[INSERT SIGNATURE BLOCK FOR PRESERVE]**

By: \_\_\_\_\_  
a Texas \_\_\_\_\_  
its \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, \_\_\_\_\_ of [UPDATE PER SIGNATURE  
BLOCK], on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**TIMBERBROOK:**

**JUSTIN TIMBERBROOK, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Donald J. Dykstra, Manager

**STATE OF TEXAS**       §  
                                     §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by Donald J. Dykstra, Manager, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public  
  
Printed Name: \_\_\_\_\_  
  
My Commission Expires: \_\_\_\_\_

**BLOOMFIELD TRADITION NORTH:  
BLOOMFIELD HOMES, L.P.,**  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Donald J. Dykstra, President

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, general partner of Bloomfield Homes, L.P., on behalf of said partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**BLOOMFIELD 300:**  
**BLOOMFIELD HOMES, L.P.,**  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Donald J. Dykstra, President

**STATE OF TEXAS**       §  
                                     §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation,  
general partner of Bloomfield Homes, L.P., on behalf of said partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**BLOOMFIELD 190:**  
**BLOOMFIELD HOMES, L.P.,**  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Donald J. Dykstra, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, general partner of Bloomfield Homes, L.P., on behalf of said partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_



**BLOOMFIELD 39:**  
**BLOOMFIELD HOMES, L.P.,**  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Donald J. Dykstra, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation,  
general partner of Bloomfield Homes, L.P., on behalf of said partnership.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**TIMBERBROOK WEST**

**By: JUSTIN TIMBERBROOK, LLC,**  
a Texas limited liability company

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

Donald J. Dykstra, Manager

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by Donald J. Dykstra, Manager, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**ROYAL CREST:**

**By: ROYAL CREST PROPERTIES LLC,**  
a Texas limited liability company

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

Donald J. Dykstra, Manager

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2022, by Donald J. Dykstra, Manager, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Depiction of the West Side Service Area**

**Exhibit B**  
**Description of the West Side Sewer System**

**Exhibit C**  
**Form of Easement**

**Exhibit D**  
**Form of Release of Covenant**

**Exhibit E**  
**List of Approved Engineers**

Peloton

Goodwin Marshall

Pacheco Koch

LJA

Kimley Horn



**Exhibit F**  
**Form of Phase 1 Cost Notice**

**WEST SIDE REGIONAL SANITARY SEWER AGREEMENT**  
**PHASE 1 COST NOTICE**

[DATE]

VIA EMAIL AND \_\_\_\_\_

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Phase 1 Costs for Segment [\_\_\_\_\_] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement

To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective \_\_\_\_\_, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Phase 1 costs required to be paid to the City on or before thirty (30) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement): **[SELECT INFORMATION FOR APPLICABLE SEGMENT:**

<b>Sewer Segment CP1-CP2</b>				
<b>Description</b>	<b>Qty</b>	<b>LF</b>	<b>Unit Price</b>	<b>Amount</b>
Engineering & Surveying	12%	%	\$1,905,350	\$228,642
Engineering Review & Inspection Fee	4%	%	\$1,905,350	\$66,687
Easement Acquisition (20' Wide)	2.64	AC	\$50,000	\$132,002
<b>Phase 1 Soft Costs - Total</b>				<b>\$427,331</b>

**Total Costs: \$2,649,785**

<b>Cost Allocations:</b>		<b>Total Cost</b>	<b>Phase 1</b>	<b>Phase 2</b>
<b>City:</b>	<b>18%</b>	<b>\$479,052</b>	\$77,257	\$401,795
<b>Range:</b>	<b>11%</b>	<b>\$293,176</b>	\$47,280	\$245,895
<b>Tally:</b>	<b>4%</b>	<b>\$118,679</b>	\$19,139	\$99,540
<b>Preserve:</b>	<b>4%</b>	<b>\$115,066</b>	\$18,557	\$96,510
<b>Timberbrook:</b>	<b>3%</b>	<b>\$82,190</b>	\$13,255	\$68,935
<b>Bloomfield Tradition North:</b>	<b>8%</b>	<b>\$214,002</b>	\$34,512	\$179,490
<b>Bloomfield 300:</b>	<b>4%</b>	<b>\$100,615</b>	\$16,226	\$84,389
<b>Bloomfield 190:</b>	<b>4%</b>	<b>\$113,621</b>	\$18,324	\$95,298
<b>Bloomfield 39:</b>	<b>1%</b>	<b>\$23,248</b>	\$3,749	\$19,499
<b>Timberbrook West:</b>	<b>2%</b>	<b>\$53,649</b>	\$8,652	\$44,997
<b>Petrus Tradition:</b>	<b>20%</b>	<b>\$523,603</b>	\$84,441	\$439,161
<b>Constellation:</b>	<b>20%</b>	<b>\$532,882</b>	\$85,938	\$446,944
<b>Total:</b>	<b>100%</b>	<b>\$2,649,785</b>	<b>\$427,331</b>	<b>\$2,222,454</b>

Sewer Segment CP2-CP3				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$530,700	\$63,684
Engineering Review & Inspection Fee	4%	%	\$530,700	\$18,575
Easement Acquisition (20' Wide)	0.87	AC	\$50,000	\$43,618
<b>Phase 1 Soft Costs - Total</b>				<b>\$125,876</b>
<b>Total Costs:</b>				<b>\$745,585</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	20%	\$145,635	\$24,587	\$121,048
Range:	12%	\$89,127	\$15,047	\$74,080
Tally:	5%	\$36,079	\$6,091	\$29,988
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	9%	\$65,058	\$10,984	\$54,074
Bloomfield 300:	4%	\$30,588	\$5,164	\$25,424
Bloomfield 190:	5%	\$34,542	\$5,832	\$28,710
Bloomfield 39:	1%	\$7,068	\$1,193	\$5,874
Timberbrook West:	2%	\$16,310	\$2,754	\$13,556
Petrus Tradition:	21%	\$159,179	\$26,874	\$132,305
Constellation:	22%	\$162,000	\$27,350	\$134,649
<b>Total:</b>	<b>100%</b>	<b>\$745,585</b>	<b>\$125,876</b>	<b>\$619,708</b>

Sewer Segment CP3-CP4				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$479,100	\$57,492
Engineering Review & Inspection Fee	4%	%	\$479,100	\$16,769
Easement Acquisition (20' Wide)	1.33	AC	\$50,000	\$66,575
<b>Phase 1 Soft Costs - Total</b>				<b>\$140,835</b>
<b>Total Costs:</b>				<b>\$703,009</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	29%	\$203,098	\$40,687	\$162,411
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	71%	\$499,912	\$100,148	\$399,763
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$703,009</b>	<b>\$140,835</b>	<b>\$562,174</b>

Sewer Segment CP4-CP5				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$604,400	\$72,528
Engineering Review & Inspection Fee	4%	%	\$604,400	\$21,154
Easement Acquisition (20' Wide)	1.56	AC	\$50,000	\$78,053
Phase 1 Soft Costs - Total				\$171,735

Total Costs: \$880,342

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$880,342	\$171,735	\$708,607
Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$880,342	\$171,735	\$708,607

Sewer Segment CP2-CP6				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$450,400	\$54,048
Engineering Review & Inspection Fee	4%	%	\$450,400	\$15,764
Easement Acquisition (20' Wide)	2.07	AC	\$50,000	\$103,306
Phase 1 Soft Costs - Total				\$173,118

Total Costs: \$705,687

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	100%	\$705,687	\$173,118	\$532,569
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$705,687	\$173,118	\$532,569

Sewer Segment CP3-CP7				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$336,600	\$40,392
Engineering Review & Inspection Fee	4%	%	\$336,600	\$11,781
Easement Acquisition (20' Wide)	0.64	AC	\$50,000	\$32,140
<b>Phase 1 Soft Costs - Total</b>				<b>\$84,313</b>
<b>Total Costs:</b>				<b>\$477,814</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	22%	\$105,869	\$18,681	\$87,188
Range:	0%	\$0	\$0	\$0
Tally:	7%	\$33,505	\$5,912	\$27,593
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	13%	\$60,416	\$10,661	\$49,755
Bloomfield 300:	6%	\$28,405	\$5,012	\$23,393
Bloomfield 190:	7%	\$32,077	\$5,660	\$26,417
Bloomfield 39:	1%	\$6,563	\$1,158	\$5,405
Timberbrook West:	3%	\$15,146	\$2,673	\$12,473
Petrus Tradition:	9%	\$45,392	\$8,010	\$37,383
Constellation:	31%	\$150,440	\$26,546	\$123,895
<b>Total:</b>	<b>100%</b>	<b>\$477,814</b>	<b>\$84,313</b>	<b>\$393,502</b>

Sewer Segment CP7-CP8				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$642,200	\$77,064
Engineering Review & Inspection Fee	4%	%	\$642,200	\$22,477
Easement Acquisition (20' Wide)	1.38	AC	\$50,000	\$68,871
<b>Phase 1 Soft Costs - Total</b>				<b>\$168,412</b>
<b>Total Costs:</b>				<b>\$919,929</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	24%	\$219,199	\$40,129	\$179,070
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	14%	\$125,089	\$22,900	\$102,189
Bloomfield 300:	6%	\$58,812	\$10,767	\$48,045
Bloomfield 190:	7%	\$66,414	\$12,158	\$54,256
Bloomfield 39:	1%	\$13,589	\$2,488	\$11,101
Timberbrook West:	3%	\$31,359	\$5,741	\$25,618
Petrus Tradition:	10%	\$93,983	\$17,206	\$76,778
Constellation:	34%	\$311,483	\$57,023	\$254,459
<b>Total:</b>	<b>100%</b>	<b>\$919,929</b>	<b>\$168,412</b>	<b>\$751,518</b>

Sewer Segment CP8-CP9				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.74	AC	\$50,000	\$87,236
Phase 1 Soft Costs - Total				<b>\$211,949</b>

Total Costs: **\$1,153,606**

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	27%	<b>\$312,957</b>	\$57,499	\$255,458
Range:	0%	<b>\$0</b>	\$0	\$0
Tally:	0%	<b>\$0</b>	\$0	\$0
Preserve:	0%	<b>\$0</b>	\$0	\$0
Timberbrook:	0%	<b>\$0</b>	\$0	\$0
Bloomfield Tradition North:	17%	<b>\$196,794</b>	\$36,156	\$160,638
Bloomfield 300:	0%	<b>\$0</b>	\$0	\$0
Bloomfield 190:	9%	<b>\$104,485</b>	\$19,197	\$85,288
Bloomfield 39:	0%	<b>\$0</b>	\$0	\$0
Timberbrook West:	4%	<b>\$49,336</b>	\$9,064	\$40,271
Petrus Tradition:	0%	<b>\$0</b>	\$0	\$0
Constellation:	42%	<b>\$490,034</b>	\$90,033	\$400,001
Total:	100%	<b>\$1,153,606</b>	<b>\$211,949</b>	<b>\$941,657</b>

Sewer Segment CP9-CP10				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
Phase 1 Soft Costs - Total				<b>\$159,148</b>

Total Costs: **\$546,515**

Cost Allocations:			Phase 1	Phase 2
City:	18%	<b>\$98,936</b>	\$28,811	\$70,125
Range:	0%	<b>\$0</b>	\$0	\$0
Tally:	0%	<b>\$0</b>	\$0	\$0
Preserve:	0%	<b>\$0</b>	\$0	\$0
Timberbrook:	0%	<b>\$0</b>	\$0	\$0
Bloomfield Tradition North:	20%	<b>\$111,310</b>	\$32,414	\$78,896
Bloomfield 300:	0%	<b>\$0</b>	\$0	\$0
Bloomfield 190:	11%	<b>\$59,098</b>	\$17,210	\$41,889
Bloomfield 39:	0%	<b>\$0</b>	\$0	\$0
Timberbrook West:	0%	<b>\$0</b>	\$0	\$0
Petrus Tradition:	0%	<b>\$0</b>	\$0	\$0
Constellation:	51%	<b>\$277,171</b>	\$80,714	\$196,457
Total:	100%	<b>\$546,515</b>	<b>\$159,148</b>	<b>\$387,367</b>

Sewer Segment CP10-CP11				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
<b>Phase 1 Soft Costs - Total</b>				<b>\$159,148</b>

**Total Costs: \$546,515**

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	20%	\$108,678	\$31,648	\$77,030
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	13%	\$68,458	\$19,935	\$48,522
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	12%	\$64,918	\$18,904	\$46,013
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	56%	\$304,463	\$88,661	\$215,801
<b>Total:</b>	<b>100%</b>	<b>\$546,515</b>	<b>\$159,148</b>	<b>\$387,367</b>

Sewer Segment CP11-CP12				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.01	AC	\$50,000	\$50,505
<b>Phase 1 Soft Costs - Total</b>				<b>\$175,218</b>

**Total Costs: \$634,922**

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	26%	\$167,018	\$46,092	\$120,926
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	74%	\$467,904	\$129,126	\$338,778
<b>Total:</b>	<b>100%</b>	<b>\$634,922</b>	<b>\$175,218</b>	<b>\$459,704</b>

Sewer Segment CP12-CP13				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	2.75	AC	\$50,000	\$137,741
Phase 1 Soft Costs - Total				\$262,454

Total Costs: \$1,285,942

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	100%	\$1,285,942	\$262,454	\$1,023,488
Total:	100%	\$1,285,942	\$262,454	\$1,023,488

Sewer Segment CP8-CP15				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	2.75	AC	\$50,000	\$137,741
Phase 1 Soft Costs - Total				\$262,454

Total Costs: \$982,342

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	22%	\$214,891	\$57,413	\$157,478
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	63%	\$623,407	\$166,557	\$456,850
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	15%	\$144,044	\$38,484	\$105,559
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$982,342	\$262,454	\$719,888

Sewer Segment CP4-CP14				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.55	AC	\$50,000	\$27,548
Phase 1 Soft Costs - Total				\$152,261
Total Costs:				\$355,130

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$355,130	\$152,261	\$202,869
Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$355,130	\$152,261	\$202,869

Sewer Segment CP11-CP15				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.55	AC	\$50,000	\$27,548
Phase 1 Soft Costs - Total				\$152,261
Total Costs:				\$355,130

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	100%	\$355,130	\$152,261	\$202,869
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$355,130	\$152,261	\$202,869



Payment may be made by check payable to **City of Justin, Texas** at the following address:

City of Justin, Texas  
Attn: \_\_\_\_\_  
415 N. College Avenue  
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

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

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

**Exhibit G**  
**Form of Phase 2 Cost Notice**

**EXHIBIT D**  
**FORM OF PHASE 2 COST NOTICE**

**NOTICE OF PHASE 2 COST NOTICE**  
**UNDER THE WEST SIDE REGIONAL SANITARY SEWER AGREEMENT**

[DATE]

VIA EMAIL AND \_\_\_\_\_

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Phase 2 Costs for Segment [\_\_\_\_\_] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement

To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective \_\_\_\_\_, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Phase 2 costs required to be paid to the City on or before thirty (30) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement):

**[SELECT APPLICABLE SEGMENT:**

<b>Sewer Segment CP1-CP2</b>				
<b>Description</b>	<b>Qty</b>	<b>LF</b>	<b>Unit Price</b>	<b>Amount</b>
36" Sanitary Sewer Main	5,750	LF	\$240	\$1,380,000
FM 156 Bore	150	LF	\$1,800	\$270,000
6' Dia. Manhole	17	EA	\$8,500	\$144,500
Manhole - Vacuum test	17	EA	\$300	\$5,100
Trench Safety	5,750	LF	\$1	\$5,750
Meter Station	1	EA	\$100,000	\$100,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$1,905,350</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$1,905,350	\$57,161
Geotechnical Testing	1%	%	\$1,905,350	\$19,054
Contingency	10%	%	\$2,408,895	\$240,890
<b>Phase 2 Soft Costs - Total</b>				<b>\$317,104</b>
<b>Phase 2 Costs - Total</b>				<b>\$2,222,454</b>
<b>Total Costs:</b>				<b>\$2,649,785</b>

<b>Cost Allocations:</b>		<b>Total Cost</b>	<b>Phase 1</b>	<b>Phase 2</b>
City:	18%	\$479,052	\$77,257	\$401,795
Range:	11%	\$293,176	\$47,280	\$245,895
Tally:	4%	\$118,679	\$19,139	\$99,540
Preserve:	4%	\$115,066	\$18,557	\$96,510
Timberbrook:	3%	\$82,190	\$13,255	\$68,935
Bloomfield Tradition North:	8%	\$214,002	\$34,512	\$179,490
Bloomfield 300:	4%	\$100,615	\$16,226	\$84,389
Bloomfield 190:	4%	\$113,621	\$18,324	\$95,298
Bloomfield 39:	1%	\$23,248	\$3,749	\$19,499
Timberbrook West:	2%	\$53,649	\$8,652	\$44,997
Petrus Tradition:	20%	\$523,603	\$84,441	\$439,161
Constellation:	20%	\$532,882	\$85,938	\$446,944
<b>Total:</b>	<b>100%</b>	<b>\$2,649,785</b>	<b>\$427,331</b>	<b>\$2,222,454</b>

<b>Sewer Segment CP2-CP3</b>				
Description	Qty	LF	Unit Price	Amount
36" Sanitary Sewer Main	1,900	LF	\$240	\$456,000
6' Dia. Manhole	6	EA	\$8,500	\$51,000
Manhole - Vacuum test	6	EA	\$300	\$1,800
Trench Safety	1,900	LF	\$1	\$1,900
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$530,700</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$530,700	\$15,921
Geotechnical Testing	1%	%	\$530,700	\$5,307
Contingency	10%	%	\$677,804	\$67,780
<b>Phase 2 Soft Costs - Total</b>				<b>\$89,008</b>
<b>Phase 2 Costs - Total</b>				<b>\$619,708</b>
<b>Total Costs:</b>				<b>\$745,585</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	20%	\$145,635	\$24,587	\$121,048
Range:	12%	\$89,127	\$15,047	\$74,080
Tally:	5%	\$36,079	\$6,091	\$29,988
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	9%	\$65,058	\$10,984	\$54,074
Bloomfield 300:	4%	\$30,588	\$5,164	\$25,424
Bloomfield 190:	5%	\$34,542	\$5,832	\$28,710
Bloomfield 39:	1%	\$7,068	\$1,193	\$5,874
Timberbrook West:	2%	\$16,310	\$2,754	\$13,556
Petrus Tradition:	21%	\$159,179	\$26,874	\$132,305
Constellation:	22%	\$162,000	\$27,350	\$134,649
<b>Total:</b>	<b>100%</b>	<b>\$745,585</b>	<b>\$125,876</b>	<b>\$619,708</b>

<b>Sewer Segment CP3-CP4</b>				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,900	LF	\$130	\$377,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	2,900	LF	\$1	\$2,900
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$479,100</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$479,100	\$14,373
Geotechnical Testing	1%	%	\$479,100	\$4,791
Contingency	10%	%	\$639,099	\$63,910
<b>Phase 2 Soft Costs - Total</b>				<b>\$83,074</b>
<b>Phase 2 Costs - Total</b>				<b>\$562,174</b>
<b>Total Costs:</b>				<b>\$703,009</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	29%	\$203,098	\$40,687	\$162,411
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	71%	\$499,912	\$100,148	\$399,763
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$703,009</b>	<b>\$140,835</b>	<b>\$562,174</b>

<b>Sewer Segment CP4-CP5</b>				
Description	Qty	LF	Unit Price	Amount
18" Sanitary Sewer Main	3,400	LF	\$115	\$391,000
6' Dia. Manhole	10	EA	\$8,500	\$85,000
Manhole - Vacuum test	10	EA	\$300	\$3,000
Trench Safety	3,400	LF	\$1	\$3,400
Meter Station	1	EA	\$20,000	\$20,000
Easement For Offsite Sanitary Sewer	102,000	SF	\$1	\$102,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$604,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$604,400	\$18,132
Geotechnical Testing	1%	%	\$604,400	\$6,044
Contingency	10%	%	\$800,311	\$80,031
<b>Phase 2 Soft Costs - Total</b>				<b>\$104,207</b>
<b>Phase 2 Costs - Total</b>				<b>\$708,607</b>

Total Costs: \$880,342

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$880,342	\$171,735	\$708,607
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$880,342</b>	<b>\$171,735</b>	<b>\$708,607</b>

<b>Sewer Segment CP2-CP6</b>				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	4,500	LF	\$75	\$337,500
5' Dia. Manhole	13	EA	\$6,500	\$84,500
Manhole - Vacuum test	13	EA	\$300	\$3,900
Trench Safety	4,500	LF	\$1	\$4,500
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$450,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$450,400	\$13,512
Geotechnical Testing	1%	%	\$450,400	\$4,504
Contingency	10%	%	\$641,534	\$64,153
<b>Phase 2 Soft Costs - Total</b>				<b>\$82,169</b>
<b>Phase 2 Costs - Total</b>				<b>\$532,569</b>

Total Costs: \$705,687

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	100%	\$705,687	\$173,118	\$532,569
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$705,687</b>	<b>\$173,118</b>	<b>\$532,569</b>

<b>Sewer Segment CP3-CP7</b>				
Description	Qty	LF	Unit Price	Amount
30" Sanitary Sewer Main	1,400	LF	\$200	\$280,000
6' Dia. Manhole	4	EA	\$8,500	\$34,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,400	LF	\$1	\$1,400
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$336,600</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$336,600	\$10,098
Geotechnical Testing	1%	%	\$336,600	\$3,366
Contingency	10%	%	\$434,377	\$43,438
<b>Phase 2 Soft Costs - Total</b>				<b>\$56,902</b>
<b>Phase 2 Costs - Total</b>				<b>\$393,502</b>
<b>Total Costs:</b>				<b>\$477,814</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	22%	\$105,869	\$18,681	\$87,188
Range:	0%	\$0	\$0	\$0
Tally:	7%	\$33,505	\$5,912	\$27,593
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	13%	\$60,416	\$10,661	\$49,755
Bloomfield 300:	6%	\$28,405	\$5,012	\$23,393
Bloomfield 190:	7%	\$32,077	\$5,660	\$26,417
Bloomfield 39:	1%	\$6,563	\$1,158	\$5,405
Timberbrook West:	3%	\$15,146	\$2,673	\$12,473
Petrus Tradition:	9%	\$45,392	\$8,010	\$37,383
Constellation:	31%	\$150,440	\$26,546	\$123,895
<b>Total:</b>	<b>100%</b>	<b>\$477,814</b>	<b>\$84,313</b>	<b>\$393,502</b>

<b>Sewer Segment CP7-CP8</b>				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,000	LF	\$180	\$540,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	3,000	LF	\$1	\$3,000
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$642,200</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$642,200	\$19,266
Geotechnical Testing	1%	%	\$642,200	\$6,422
Contingency	10%	%	\$836,300	\$83,630
<b>Phase 2 Soft Costs - Total</b>				<b>\$109,318</b>
<b>Phase 2 Costs - Total</b>				<b>\$751,518</b>
<b>Total Costs:</b>				<b>\$919,929</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	24%	\$219,199	\$40,129	\$179,070
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	14%	\$125,089	\$22,900	\$102,189
Bloomfield 300:	6%	\$58,812	\$10,767	\$48,045
Bloomfield 190:	7%	\$66,414	\$12,158	\$54,256
Bloomfield 39:	1%	\$13,589	\$2,488	\$11,101
Timberbrook West:	3%	\$31,359	\$5,741	\$25,618
Petrus Tradition:	10%	\$93,983	\$17,206	\$76,778
Constellation:	34%	\$311,483	\$57,023	\$254,459
<b>Total:</b>	<b>100%</b>	<b>\$919,929</b>	<b>\$168,412</b>	<b>\$751,518</b>

Sewer Segment CP8-CP9				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,800	LF	\$180	\$684,000
6' Dia. Manhole	11	EA	\$8,500	\$93,500
Manhole - Vacuum test	11	EA	\$300	\$3,300
Trench Safety	3,800	LF	\$1	\$3,800
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$804,600</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$1,048,733	\$104,873
<b>Phase 2 Soft Costs - Total</b>				<b>\$137,057</b>
<b>Phase 2 Costs - Total</b>				<b>\$941,657</b>
<b>Total Costs:</b>				<b>\$1,153,606</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	27%	\$312,957	\$57,499	\$255,458
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	17%	\$196,794	\$36,156	\$160,638
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	9%	\$104,485	\$19,197	\$85,288
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	4%	\$49,336	\$9,064	\$40,271
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	42%	\$490,034	\$90,033	\$400,001
<b>Total:</b>	<b>100%</b>	<b>\$1,153,606</b>	<b>\$211,949</b>	<b>\$941,657</b>

Sewer Segment CP9-CP10				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$305,500</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
<b>Phase 2 Soft Costs - Total</b>				<b>\$81,867</b>
<b>Phase 2 Costs - Total</b>				<b>\$387,367</b>
<b>Total Costs:</b>				<b>\$546,515</b>

Cost Allocations:			Phase 1	Phase 2
City:	18%	\$98,936	\$28,811	\$70,125
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	20%	\$111,310	\$32,414	\$78,896
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	11%	\$59,098	\$17,210	\$41,889
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	51%	\$277,171	\$80,714	\$196,457
<b>Total:</b>	<b>100%</b>	<b>\$546,515</b>	<b>\$159,148</b>	<b>\$387,367</b>

Sewer Segment CP10-CP11				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$305,500</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
<b>Phase 2 Soft Costs - Total</b>				<b>\$81,867</b>
<b>Phase 2 Costs - Total</b>				<b>\$387,367</b>
				<b>\$546,515</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	20%	\$108,678	\$31,648	\$77,030
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	13%	\$68,458	\$19,935	\$48,522
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	12%	\$64,918	\$18,904	\$46,013
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	56%	\$304,463	\$88,661	\$215,801
<b>Total:</b>	<b>100%</b>	<b>\$546,515</b>	<b>\$159,148</b>	<b>\$387,367</b>

Sewer Segment CP11-CP12				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,200	LF	\$130	\$286,000
6' Dia. Manhole	7	EA	\$8,500	\$59,500
Manhole - Vacuum test	7	EA	\$300	\$2,100
Trench Safety	2,200	LF	\$1	\$2,200
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$369,800</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$577,202	\$57,720
<b>Phase 2 Soft Costs - Total</b>				<b>\$89,904</b>
<b>Phase 2 Costs - Total</b>				<b>\$459,704</b>
				<b>Total Costs: \$634,922</b>

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	26%	\$167,018	\$46,092	\$120,926
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	74%	\$467,904	\$129,126	\$338,778
<b>Total:</b>	<b>100%</b>	<b>\$634,922</b>	<b>\$175,218</b>	<b>\$459,704</b>

Sewer Segment CP12-CP13				
Description	Qty	LF	Unit Price	Amount
18" Sanitary Sewer Main	6,000	LF	\$115	\$690,000
6' Dia. Manhole	18	EA	\$8,500	\$153,000
Manhole - Vacuum test	18	EA	\$300	\$5,400
Trench Safety	6,000	LF	\$1	\$6,000
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$874,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$1,169,038	\$116,904
<b>Phase 2 Soft Costs - Total</b>				<b>\$149,088</b>
<b>Phase 2 Costs - Total</b>				<b>\$1,023,488</b>

Total Costs: \$1,285,942

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	100%	\$1,285,942	\$262,454	\$1,023,488
<b>Total:</b>	<b>100%</b>	<b>\$1,285,942</b>	<b>\$262,454</b>	<b>\$1,023,488</b>

Sewer Segment CP8-CP15				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	6,000	LF	\$75	\$450,000
5' Dia. Manhole	18	EA	\$6,500	\$117,000
Manhole - Vacuum test	18	EA	\$300	\$5,400
Trench Safety	6,000	LF	\$1	\$6,000
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$598,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$893,038	\$89,304
<b>Phase 2 Soft Costs - Total</b>				<b>\$121,488</b>
<b>Phase 2 Costs - Total</b>				<b>\$719,888</b>

\$982,342

Cost Allocations:		Total Costs:	Phase 1	Phase 2
City:	22%	\$214,891	\$57,413	\$157,478
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	63%	\$623,407	\$166,557	\$456,850
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	15%	\$144,044	\$38,484	\$105,559
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$982,342</b>	<b>\$262,454</b>	<b>\$719,888</b>



<b>Sewer Segment CP4-CP14</b>				
<b>Description</b>	<b>Qty</b>	<b>LF</b>	<b>Unit Price</b>	<b>Amount</b>
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$138,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
<b>Phase 2 Soft Costs - Total</b>				<b>\$64,469</b>
<b>Phase 2 Costs - Total</b>				<b>\$202,869</b>

**Total Costs: \$355,130**

<b>Cost Allocations:</b>		<b>Total Costs:</b>	<b>Phase 1</b>	<b>Phase 2</b>
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$355,130	\$152,261	\$202,869
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$355,130</b>	<b>\$152,261</b>	<b>\$202,869</b>

<b>Sewer Segment CP11-CP15</b>				
<b>Description</b>	<b>Qty</b>	<b>LF</b>	<b>Unit Price</b>	<b>Amount</b>
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
<b>Phase 2 Hard Costs - Total</b>				<b>\$138,400</b>
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
<b>Phase 2 Soft Costs - Total</b>				<b>\$64,469</b>
<b>Phase 2 Costs - Total</b>				<b>\$202,869</b>

**\$355,130**

<b>Cost Allocations:</b>		<b>Total Costs:</b>	<b>Phase 1</b>	<b>Phase 2</b>
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	100%	\$355,130	\$152,261	\$202,869
Bloomfield 39:	0%	\$0	\$0	\$0
Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Constellation:	0%	\$0	\$0	\$0
<b>Total:</b>	<b>100%</b>	<b>\$355,130</b>	<b>\$152,261</b>	<b>\$202,869</b>

Payment may be made by check payable to **City of Justin, Texas** at the following address:

City of Justin, Texas  
Attn: \_\_\_\_\_  
415 N. College Avenue  
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

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

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

**Exhibit H**  
**Additional Funds Notice**

**ADDITIONAL COSTS NOTICE**  
**UNDER THE WEST SIDE REGIONAL SANITARY SEWER AGREEMENT**

[DATE]

VIA EMAIL AND \_\_\_\_\_

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Additional [Phase 1][Phase 2] Costs for Segment [\_\_\_\_\_] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement  
To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective \_\_\_\_\_, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Additional [Phase 1][Phase 2] Costs for Segment [\_\_\_\_\_] required to be paid to the City on or before sixty (60) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement):

Description of Cost	Original Budget	Change Order Amount	% of Original Budget	Contingency Applied	Total Additional Funds Cost
	\$ _____	\$ _____	__%	\$ _____	\$ _____

Party	% Participation	Amount Due
City	__%	\$ _____
Range	__%	\$ _____
Tally	__%	\$ _____
Preserve	__%	\$ _____
Timberbrook	__%	\$ _____
Bloomfield Tradition North	__%	\$ _____
Bloomfield 300	__%	\$ _____
Bloomfield 190	__%	\$ _____
Bloomfield 39	__%	\$ _____
Timberbrook West	__%	\$ _____
Petrus Tradition	__%	\$ _____
<b>Total</b>	<b>100%</b>	<b>\$ _____</b>

A copy of the change order is attached to this notice.

Payment may be made by check payable to **City of Justin, Texas** at the following address:

City of Justin, Texas  
Attn: \_\_\_\_\_  
415 N. College Avenue  
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

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

## Exhibit I

To the City: Attn: Mayor  
City of Justin, Texas  
415 North College Ave.  
Justin, Texas 76247  
E-mail: [awoodall@cityofjustin.com](mailto:awoodall@cityofjustin.com)

With a copy to: Attn: Matthew Boyle  
Boyle Lowry  
4201 Wingren, Suite 108  
Irving, Texas 75062  
E-mail: [mcbgboyle@boyle-lowry.com](mailto:mcbgboyle@boyle-lowry.com)

To the Owner:

Attn: Brian Carlock  
3000 Turtle Creek Blvd.  
Dallas, TX 75219  
E-mail: [brian.carlock@hillwood.com](mailto:brian.carlock@hillwood.com)

With a copy to: Attn: Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Boulevard  
Dallas, Texas 75218  
E-mail: [misty.ventura@svlandlaw.com](mailto:misty.ventura@svlandlaw.com)

To the Owner:

Attn: \_\_\_\_\_  
[INSERT ADDRESS FOR RANGE]  
E-mail: \_\_\_\_\_

With a copy to:                      Attn: \_\_\_\_\_  
                                                  [INSERT ADDRESS]  
                                                  E-mail: \_\_\_\_\_

To the Owner:

Attn: Curtis Tally  
CNR Tally/Trail Creek Acres  
Box 6  
Justin, TX 76247  
E-mail: [curtistally@yahoo.com](mailto:curtistally@yahoo.com)

With a copy to:

Attn: \_\_\_\_\_  
[INSERT ADDRESS]  
E-mail: \_\_\_\_\_

To the Owner: Attn: \_\_\_\_\_  
[INSERT ADDRESS FOR PRESERVE]  
E-mail: \_\_\_\_\_

With a copy to: Attn: \_\_\_\_\_  
[INSERT ADDRESS]  
E-mail: \_\_\_\_\_

To the Owner: Attn: Don Dykstra  
Justin Timberbrook, LLC  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to: Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner: Attn: Don Dykstra  
BLOOMFIELD TRADITION NORTH  
Bloomfield Homes, L.P.  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to: Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner: Attn: Don Dykstra  
BLOOMFIELD 300  
Bloomfield Homes, L.P.  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to: Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner: Attn: Don Dykstra  
BLOOMFIELD 190  
Bloomfield Homes, L.P.

1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to:

Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner:

Attn: Don Dykstra  
BLOOMFIELD 39  
Bloomfield Homes, L.P.  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to:

Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner:

Attn: Don Dykstra  
TIMBERBROOK WEST  
Justin Timberbrook, LLC  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to:

Attn: Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

To the Owner:

Attn: Don Dykstra  
Royal Crest Properties, LLC  
1050 E. Hwy 114, Ste 210  
Southlake, TX 76092  
E-mail: [Don@bloomfieldhomes.net](mailto:Don@bloomfieldhomes.net)

With a copy to:

Drew Slone  
500 Winstead Building, 2728 N. Harwood St.  
Dallas, Texas 75201  
E-mail: [dslone@winstead.com](mailto:dslone@winstead.com)

**Exhibit J**  
**Form of Request for Distribution of Funds**

**REQUEST FOR DISTRIBUTION OF FUNDS CERTIFICATE**

The undersigned is an agent for \_\_\_\_\_ (the "Constructing Party") submits this Request for Distribution of Funds Certificate and requests payment from the West Side Sewer System Construction Fund in the amount of \_\_\_\_\_ DOLLARS AND \_\_/\_\_\_ (\$\_\_\_\_\_.\_\_) for [Phase 1 costs][Phase 2 costs] related to design, engineering and construction of [Segment \_\_\_\_] of the West Side Sewer System as defined and described in that certain City of Justin West Side Regional Sanitary Sewer Agreement between the City of Justin, Texas (the "City") and the Owner (as defined therein), effective as of \_\_\_\_\_, 2022 (the "West Side Sewer Agreement"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the West Side Sewer Agreement.

In connection with the above referenced payment, the undersigned Constructing Party represents and warrants to the City and Non-Constructing Owners as follows:

1. The undersigned is a duly authorized officer of the Constructing Party, is qualified to execute this Request for Distribution of Funds Certificate on behalf of the Constructing Party and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced [Phase 1 costs][Phase 2 costs] relating to [Segment \_\_\_\_] of the West Side Sewer System has not been the subject of any prior payment request for distribution of funds submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amounts listed for the [Phase 1 costs][Phase 2 costs] relating to [Segment \_\_\_\_] of the West Side Sewer System below are true and accurate representations of the actual costs associated with the design, engineering and construction of said segment, and such costs are in compliance with the West Side Sewer Agreement, including specifically Exhibit B thereto.
4. The Constructing Party is in material compliance with the terms and provisions of the West Side Sewer Agreement.
5. The work with respect to the [Phase 1 costs][Phase 2 costs] relating to [Segment \_\_\_\_] of the West Side Sewer System has been completed, and the City has inspected such work.
6. The Constructing Party agrees to cooperate with the City and other Non-Constructing Parties in conducting the review of this Request for Distribution of Funds Certificate and agrees to provide additional information and documentation as is reasonably necessary for the City and other Non-Constructing Parties to complete said review.



7. The Constructing Party has provided a copy of this Request for Disbursement of Funds Certificate to all Non-Constructing Parties as required by the West Side Sewer Agreement.

8. [No more than ninety-five percent (95%) of the budgeted or contracted Phase 2 hard costs for [Segment \_\_\_\_] of the West Side Sewer System may be paid until the work with respect to such Segment has been completed and the City has accepted such Segment. One hundred percent (100%) of Phase 1 and Phase 2 soft costs (e.g., engineering costs, inspection fees, and the like) may be paid prior to City acceptance of such Segment.]

Description of Costs:	Costs to be Reimbursed:

**Payee Information:**

**[CONSTRUCTING PARTY INFORMATION]**

**[INSERT WIRE INFORMATION]**

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the West Side Sewer Agreement, after receiving this Request for Distribution of Funds Certificate, the City has inspected the applicable segment of the West Side Sewer System and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

*[Remainder of page left blank intentionally. Execution pages follow.]*

I hereby submit this Request for Disbursement of Funds Certificate on \_\_\_\_\_,  
20\_\_\_\_, and declare that the above representations and warranties are true and correct.

**[CONSTRUCTING PARTY]**

a \_\_\_\_\_

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

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

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

### **APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Request for Disbursement of Funds Certificate, acknowledges the Request for Disbursement of Funds Certificate, acknowledges that the work relating to the segment of the West Side Sewer System covered by the certificate has been inspected by the City, and otherwise finds the Request for Disbursement of Funds Certificate to be in order. After reviewing the Request for Disbursement of Funds Certificate, the City approves the Request for Disbursement of Funds Certificate and shall direct payment from the West Side Sewer System Construction Fund to the Constructing Party or to any person designated by the Constructing Party.

### **CITY OF JUSTIN, TEXAS**

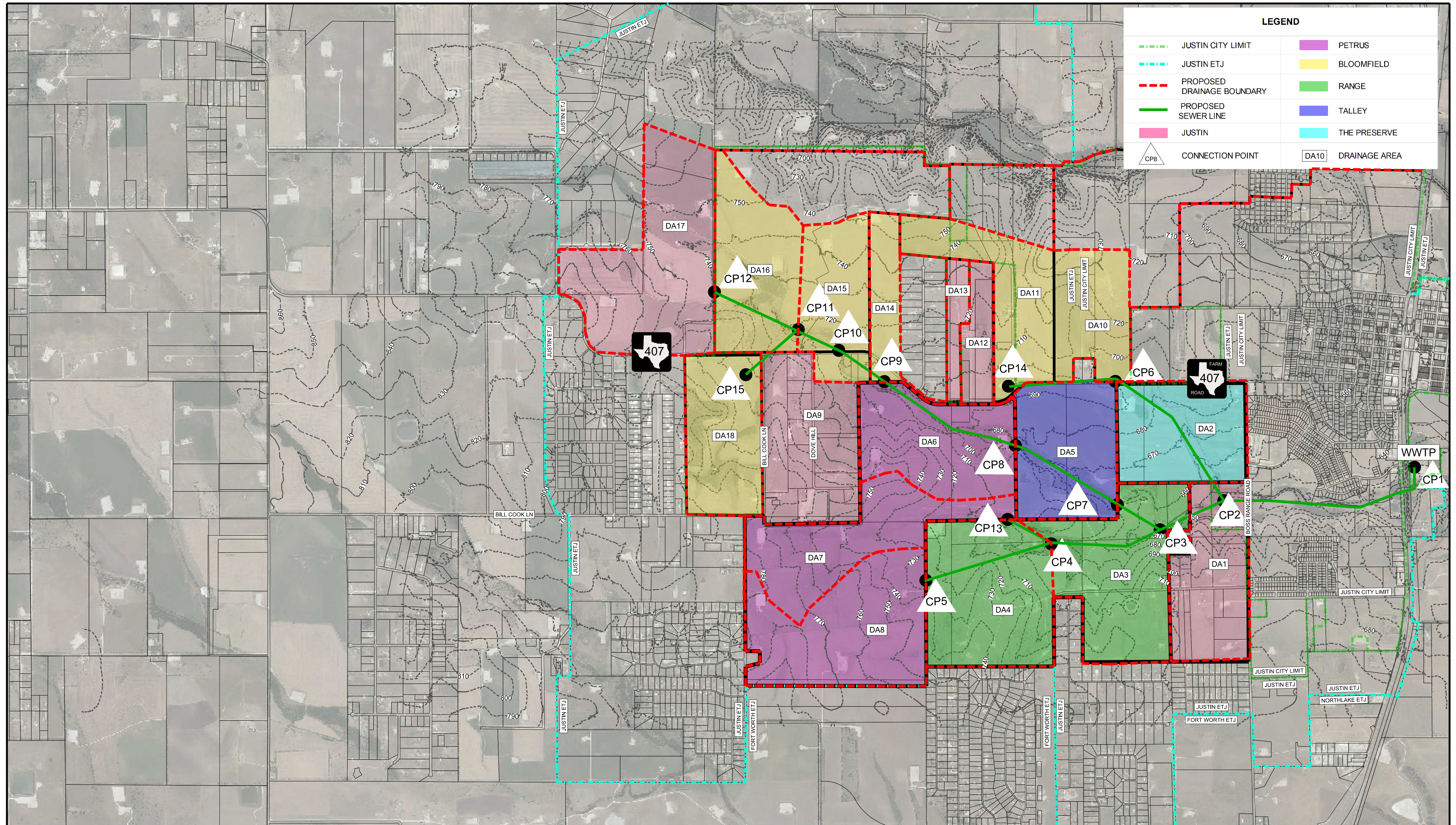
By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_







City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #6 (Possible Action)

Title: Consider and take appropriate action regarding Resolution 578-22 amending the City of Justin fee schedule amending water and wastewater impact fees and establishing a roadway impact fee and other miscellaneous fee amendments.

Department: Administration

Contact: City Manager, Chuck Ewings

---

Recommendation: Approve fee schedule

---

Background:

City Council has reviewed and held all appropriate public hearings to amend water and wastewater impact fees and establish a roadway impact fee. The attached resolution and fee schedule provide the recommended impact fees as discussed with the city council in February.

Several development fees and water fees have been updated, also.

---

City Attorney Review: N/A

---

Attachments: Resolution 578-22

**RESOLUTION NO. # \_\_\_\_-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT “A”; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council is authorized to charge certain fees for services; and,

**WHEREAS,** fees are established to recover certain costs for providing services to the community; and,

**WHEREAS,** the City Council wishes to establish fees to fund said municipal services;

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

**SECTION 1.** That the Master Fee Schedule attached as Exhibit “A” is adopted.

**SECTION 2.** That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Justin, Texas, on the 8<sup>th</sup> day of March 2022.

**APPROVED:**

\_\_\_\_\_  
Elizabeth Woodall, Mayor

**ATTEST:**

\_\_\_\_\_  
Brittany Andrews, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



**EXHIBIT “A”  
MASTER FEE SCHEDULE**

**I. ADMINISTRATIVE SERVICES**

Public Fax (Local)	\$1.00/first page + \$0.10/additional page
Public Fax (Long Distance)	\$2.00/first page + \$0.10/additional page
Insufficient Funds	\$25.00/check
Police Department Accident Report (Uncertified)	\$6.00
Police Department Accident Report (Certified)	\$8.00
Copies (B&W)	\$0.10/page
Copies (Color)	\$0.20/page
Notary Signature	\$3.00/document
Small Directional Map	N/C
Large Base Map	\$10.00
<b>Open Records Request</b>	
Personnel Labor Cost	\$15.00/hour
Cost per Page (8.5”x11”)	\$0.10/page
Cost per Page (Oversized)	\$0.50/page
Shipping	Actual Cost
Personnel Overhead	20% of Total Cost

(Ord. No. 304, § 1, 3-12-2001; Ord. No. 542, § 1, 5-14-12)

**II. BUILDING & PERMITTING**

**New Construction**

<b>New Single Family Residential</b>	
Building Permit	\$700 + \$0.50/sq. foot
Plan Review	\$575
Fire Code Review (If Applicable)	\$100
<b>New Multi-Family Residential</b>	
Building Permit	\$75 + \$0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
<b>New Commercial</b>	
Building Permit	\$75 + \$0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit



### Other New Construction Fees

Final Certificate of Occupancy	\$100
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$80
Fence	\$80
Accessory Building	\$150
<b>Re-Inspection Fees</b>	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

### Work Without Permit

Double the requisite permit fee for anyone caught working without a permit.
-----------------------------------------------------------------------------

### Alterations, Repairs, Remodels, and Add-Ons

<b>Residential (One Trade)</b>	
Building Permit	\$75 + \$0.006/Sq. Foot
Plan Review (Not Required)	N/C
Minimum Fee	\$80
<b>Residential (Two or more Trades)</b>	
Building Permit	\$75 + \$0.006/Sq. Foot
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
<b>Commercial (One Trade)</b>	
Building Permit	\$75 + \$0.006/job value
Plan Review	N/C
Fire Code Review (If Applicable)	\$80
<b>Commercial (Two or more Trades)</b>	
Building Permit	\$75 + \$0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit

### **Licenses, Registrations, and Trades**

Registration for Un-Licensed Contractors	\$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	\$80

### **Rental Certificate of Occupancy Fees**

Rental Certificate of Occupancy Application (includes two inspections)	\$100.00 annually
Additional Inspections	\$100.00/inspection
Appeal (refundable upon decision overturn by Council)	\$200.00

### **Other Charges**

Additional Plan Review	\$80/review
Inspections Not Specifically Indicated	\$80
Demolition Permit	\$50

(Ord. No. 451-08, § 1, 8-11-08; Ord. No. 492, § 1, 7-12-10)

## **III. BUSINESS RELATED**

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	\$25.00 + \$10.00/additional agent
Itinerant Business	\$25.00
Sexually Oriented Business	\$1,000.00 annually
Oil and Gas Pipeline	\$14,500.00
Business Registration Fee	\$5.00
<b>Mobile Home Park</b>	
Construction/Placement Permit	\$100.00
Park License	\$100.00 \$10.00/space annually
<b>Alarm System</b>	
Business	\$25.00
Residence	\$15.00
<b>Truck Route Usage</b>	
Single Trip	\$5.00
Period (Not to exceed 30 days)	\$10.00

(Ord. No. 549, § 1, 1-28-13)

**IV. FOOD ESTABLISHMENT**

Regular Permit for Food Service Establishment	\$200.00 annually
Retail Open Market Permit	\$150.00 annually
Retail Food Store (Grocery) Permit	\$200.00 annually
Mobile Food Permit (Open Food)	\$200.00 annually
Mobile Food Permit (Packaged Food)	\$150.00 annually
Mobile Food Permit (Seasonal - 6 months or less)	\$100.00/season
Temporary Permits	\$35.00/space
Change of Ownership Inspection	\$75.00
Re-Inspection	\$75.00

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

**V. INSPECTION****Fire Prevention Permit Fees**

<b>Multi-family</b>	
Apartment Complex Annual Fire Inspection	\$50.00/building
Multi-Family Unit Inspection	\$50.00/building + \$75.00/unit
Re-inspection Fee for Apartment Complex	150% of Original Fee
<b>Annual Inspection</b>	
Assembly Group A	\$0.015/ft <sup>2</sup> \$50.00 minimum \$300.00 maximum
Business Group B	\$0.017/ft <sup>2</sup> \$50.00 minimum \$300.00 maximum
Educational Group E	\$0.01/ft <sup>2</sup> \$50.00 minimum \$250.00 maximum
Factory Industrial Group F	\$0.02/ft <sup>2</sup> \$50.00 minimum \$400.00 maximum
High Hazard Group H	\$0.025/ft <sup>2</sup> \$50.00 minimum \$500.00 maximum
Institutional Group I	\$0.01/ft <sup>2</sup> \$50.00 minimum \$175.00 maximum
Residential Groups R1/R4	\$0.015/ft <sup>2</sup> \$50.00 minimum

	\$300.00 maximum
Storage Group S	\$0.012/ft <sup>2</sup> \$50.00 minimum \$300.00 maximum
<b>Miscellaneous</b>	
Tents and Air-supported Structures	\$50.00/structure
Fire Hydrant Flow Test	\$75.00
Explosives/Blasting Agents	\$200.00
Fireworks	\$100.00
Fumigation/Thermal Insect Fog	\$50.00
Places of Assembly	\$50.00
Access Control	\$50.00
Miscellaneous	\$50.00
Flammable/Combustible Liquids/Tanks	\$50.00
Liquefied Petroleum Gases	\$25.00
Christmas Tree Lots	\$50.00
<b>New Installation/Acceptance Test</b>	
Fire Sprinkler System	\$125.00/riser + \$0.012/ft <sup>2</sup>
Fire Sprinkler Remodel (First 40 Heads)	\$50.00
Fire Sprinkler Remodel (41+ Heads up to 50% of System)	\$100.00
Fire Sprinkler Remodel (More than 50% of System)	\$125.00 + \$0.012/ft <sup>2</sup>
Automatic Extinguishing System	\$75.00/system
Fire Alarm System	\$100.00/system + \$2.00/device
Fire Alarm Remodel/Alteration (First 10 Devices)	\$50.00
Fire Alarm Remodel/Alteration (11+ Devices up to 50% of System)	\$100.00
Fire Alarm Remodel/Alteration (Over 50% of System)	\$100.00/system + \$2.00/device
Standpipe System	\$100.00/system
<b>Re-Inspection</b>	
1 <sup>st</sup> Re-Inspection	50% of Original Fee
Subsequent Re-Inspections	150% of Original Fee

(Ord. No. 461-08, § 1, 12-8-08)

#### **Pool Permit Fees**

Commercial or Public Pool Permit or Inspection	\$75/Inspection
------------------------------------------------	-----------------

#### **Construction Inspection Fees**

A fee of four percent of the costs of street, drainage, water, and sewerage improvements as approved by the City Engineer shall be paid to the City by the subdivider prior to formal authorization to proceed with construction.

#### **Code Enforcement**

Code Enforcement Admin Fee	\$70
----------------------------	------

**VI. NOISE**

Application	\$25.00
Short-term Sound Permit	\$75.00
Outdoor Event Sound Permit	\$150.00
Venue Sound Permit	\$300.00

(Ord. No. 557, § 1, 9-9-13)

**VII. PLANNING, ZONING, AND DEVELOPMENT (INCLUDING CONSULTANT FEES)**

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*\$400	*\$435	*\$250	*\$1,085
Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400	\$435	\$250	\$1,085
Civil Plan	\$400	\$435	\$250	\$1,085
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400	\$580	\$250	\$1,230
Planned Development	\$400	\$750	\$500	\$1,650
Short Form Plat	\$350	\$375	\$300 + \$100/acre	\$1,025 + (Varies with size)
Minor Subdivision (1) Sketch Plat	\$100	\$300 + \$15/acre	\$300 + \$100/acre	\$700 + (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$5/acre	\$150 + \$50/acre	\$350 + (Varies with size)

Minor Subdivision <del>(2) Final Plat</del>	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
<del>Major Subdivision (1) Sketch Plat</del>	<del>\$100</del>	<del>\$250+\$10/acre</del>	<del>\$500+ \$100/acre</del>	<del>\$850+ (Varies with size)</del>
<del>Major Subdivision (2) Preliminary Plat &amp; Supporting Plans</del>	\$300 + \$3/acre	\$725 + either \$10/res. lot or \$20/ com. acre	\$900 + either \$100/res. lot or \$250/ com. acre	\$1,925 + (Varies with size)
Major Subdivision Additional Review	\$150 + \$1/acre	\$350 + either \$5/res. lot or \$10/com. acre	\$450 + either \$50/res. lot or \$125/com. acre	\$950 + (Varies with size)
Major Subdivision <del>(3) Final Plat</del>	\$400 + \$3/lot or \$5/acre	\$725 + either \$10/res. lot or \$20/ com. acre	\$900 + either \$25/res. lot or \$50/ com. acre	\$2,025 + (Varies with size)
<del>Major Subdivision (4) Subdivider's Agreement</del>	<del>\$400</del>	<del>\$435</del>	<del>\$1,500</del>	<del>\$2,335</del>
<del>Multi-Family Sketch Plat</del>	<del>\$100</del>	<del>\$350+ \$15/acre</del>	<del>\$500+ \$100/acre</del>	<del>\$950+ (Varies with size)</del>
Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$3/acre	\$750 + \$50/acre	\$900 + \$300/acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$1/acre	\$350 + \$25/acre	\$450 + \$150/acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$5/acre	\$750 + \$50/acre	\$900 + \$150/acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$290	\$300	\$990
<del>Plat Amendment</del>	<del>\$150</del>	<del>\$435</del>	<del>\$300</del>	<del>\$885</del>
Board of Adjustment (Commercial, MF, Non-Owner- Occupied)	\$250	\$500	N/A	\$750
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250

Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with city engineer and/or planner	\$300	\$0	\$0	\$300

(Ord. No. 358, § 1, 8-11-03; Ord. No. 362, § 1, 12-8-03; Ord. No. 435, § 1, 12-10-07; Ord. No. 507, § 3-14-11)

Fee in lieu of Parkland Dedication	\$2,500.00/dwelling unit
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#### VIII. SPECIAL EVENT

Application	\$25.00
Block Party Special Event	\$30.00
Business Promotion Special Event	\$50.00
<b>Outdoor Special Event</b>	
0-200 Attendees	\$25.00
201-400 Attendees	\$50.00
401-800 Attendees	\$75.00
801-1,000 Attendees	\$100.00
1,001-5,000 Attendees	\$200.00
5,000+ Attendees	\$300.00
Security Deposit (Resident)	\$200.00
Security Deposit (Non-Resident)	\$250.00

(Ord. No. 558, § 1, 9-9-13)

#### IX. UTILITY RELATED

##### Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00

2"	\$450.00
<b>Bulk Water Meter Deposit</b>	<b>\$2000</b>
<b>Meter Cost*</b>	
RG3 Meters:	
¾"	\$179.98
1"	\$279.96
1 ½" Turbine	\$601.09
2" Turbine	\$765.63
4"+	Owner must purchase
<b>Meters: Set Fees Included</b>	
¾"	<b>\$528.20</b>
1"	<b>\$586.10</b>
1 ½"	<b>\$942.20</b>
2"	<b>\$1,185.60</b>
3"+	<b>Owner must purchase</b>
<i>*Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters in 2022.</i>	
<b>Tap Fees</b>	
Residential	\$1,500 + Estimated Street Repair
Commercial	\$1,500 + Estimated Street Repair
<b>Impact Fees</b>	
¾"	<b>\$4,761.00</b>
1"	<b>\$7,951.00</b>
1 ½"	<b>\$15,855.00</b>
2"	<b>\$25,378.00</b>
3"	<b>\$55,566.00</b>
4"	<b>\$99,991.00</b>
6"	<b>\$222,219.00</b>
8"	<b>\$380,920.00</b>
10"	<b>\$603,139.00</b>
<b>Consumption Rates</b>	
¾"	\$28.62/first 1,000 gallons + \$0.00603/additional gallon
1"	\$47.69/first 1,000 gallons + \$0.00603/additional gallon
1 ½"	\$95.40/first 1,000 gallons + \$0.00603/additional gallon
2"	\$152.63/first 1,000 gallons + \$0.00603/additional gallon
Sprinkler Meter	Reference above depending on meter size; first 49 gallons are no charge
<b>Bulk Consumption Rates</b>	



0-10,000 gallons	\$135.00 flat fee
10,001-25,000 gallons	Flat fee + \$0.005/additional gallon
25,001-40,000 gallons	Flat fee + \$0.00525/additional gallon
40,001+ gallons	Flat fee + \$0.0055/additional gallon
<b>Water Main Extensions</b>	
Extension	Actual Cost
Fire Hydrant	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours
Meter Tampering Fee	\$100

### Sewer

<b>Tap Fees</b>	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
<b>Impact Fees</b>	
¾"	\$7,600.00
1"	\$13,000.00
1 ½"	\$25,000.00
2"	\$40,000.00
3"	\$90,000.00
4"	\$160,000.00
6"	\$346,341.00
8"	\$600,000.00
10"	\$940,000.00
<b>Consumption Rates</b>	
0-2000 gallons	\$21.73 flat fee
2,001-8,000 gallons	\$21.73+ \$0.00590/additional gallon
8,001+ gallons	No Charge
<b>Sewer Main Extension</b>	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence

Reconnection Fee	\$35 during business hours; \$75 after hours
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### Sanitation Services

Residential Rates	
Residential	\$11.73

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$24.17	\$35.36					\$49.63
2 CY	\$59.79	\$105.89	\$150.49	\$210.61			\$49.63
3 CY	\$80.92	\$152.48	\$207.00	\$285.67			\$49.63
4 CY	\$100.76	\$182.90	\$284.06	\$375.45			\$49.63
6 CY	\$107.44	\$192.55	\$289.71	\$428.15	\$518.78	\$630.43	\$49.63
8 CY	\$121.77	\$207.27	\$328.58	\$473.15	\$570.97	\$692.24	\$49.63
Front Load Recycle Rates							
6 CY	\$97.06	\$165.57	\$234.06				\$34.26
8 CY	\$102.77	\$176.99	\$245.50				\$34.26
Other Commercial Front Load Fees							
Container w/casters	\$5.25 per lift			Delivery/removal fee		\$37.10	
Container w/locks	\$1.65 per lift			Exchange fee		\$37.10	
Temporary Front Load Fees							
	Per Lift			Delivery		Daily Rent	
6 CY	\$142.72			\$62.79		\$1.18	
Roll Off Rate Schedule							
Container Size	Haul			Delivery		Daily Rent	
20 CY	\$505.28			\$126.31		\$1.06	
30 CY	\$543.67			\$126.31		\$1.06	
40 CY	\$604.80			\$126.31		\$1.06	
20 CY Sludge	\$659.25			\$126.31		\$1.06	
Franchise/Billing Fees – 10% for Residential and Commercial							
All rates subject to sales tax							

### X. MUNICIPAL FACILITIES

Gym Rentals	\$20.00 first hour \$10.00 additional hour
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Baseball/Softball field rental *Fee applies only to hourly rentals for practices or events. No pre-work by City staff to prepare fields for games	\$25.00 first hour \$7.50 per additional half hour
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### Roadway Impact Fees

Development Type	Assessable Fee	
Single Family	\$ 3,771.29	/Dwelling Unit
Multi Family	\$ 2,396.92	/Dwelling Unit
Retail	\$ 1,889.89	/1,000 SQFT
Light Industrial	\$ 303.87	/1,000 SQFT
General Business	\$ 1,700.98	/1,000 SQFT

(Ordinance 33, Section 3, adopted 2/16/72; Ordinance 172, Sections 4, 22, adopted 2/22/89; Ordinance adopting Code; Ordinance 188, Sections 1, 6, adopted 2/11/91; Ordinance 233 adopted 6/17/96; Ord. No. 235, § 1, 12-15-97; Ord. No. 345, § 1, 11-11-02; Ord. No. 383, § 1, 11-8-04; Ord. No. 399, § 1, 3-13-06; Ord. No. 452-08, § 1, 9-8-08; Ord. No. 471, § 1, 5-11-09; Ord. No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7 (Possible Action)

Title: Consider and take appropriate action regarding appointments to the Parks and Recreation Advisory Board.

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation: Appoint Robert Gonzalez to Place 7.

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Background: At their March 1 meeting, the Parks Board made the recommendation to appoint Mr. Gonzales to Place 7. If appointed, Mr. Gonzales is aware that he will also serve on the Keep Justin Beautiful Committee.

Should you choose to appoint Mr. Gonzales, all 7 places will be filled on the Parks Board. This will be the first time since beginning my employment with the City in 2016 that the board will have no vacancies.

Place 1: Jacqueline Steinbacher

Place 2: Juli Cuthbertson

Place 3: Katie Taylor

Place 4: Tresha Stearns

Place 5: Alyssa Linenkugel

Place 6: Andrea Pasnewski

Place 7: VACANT

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City Attorney Review: N/A

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Attachments:

1. Robert Gonzalez Application

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Thursday, February 24, 2022 10:05:59 AM

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## Board, Commission & Committee Application

First Name	Robert
Last Name	Gonzalez
Address	1215 Sagewood Drive
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	1215 Sagewood Drive
City	Justin
State	TX
Zip Code	76247
Phone Number	214-592-5387
Email Address	robertjgonzalez7@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Key Account Manager (NICE CXone)
Education, Licenses, or Certifications	4-year Bachelors Degree
	No

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?

On which Board, Commission, or Committee are you interested in serving? (First Choice)

Keep Justin Beautiful Committee

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

Parks and Recreation Board

What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?

I help manage the day-to-day internal operations of my clients' contact center operations. Technology, and planning for organizational growth and market trends are strong suits. I believe these methods would translate over well in terms of planning for area growth and strategizing to keep the city beautiful as we become more populated.

List any additional information which you believe would be of value for the City Council to know about you.

I have a passion for serving my community and making a positive impact on the lives of others. Inevitably, this city is growing with families and I want to make Justin a beautiful place to live them, along with mine.

Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?

No

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)

No

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Are there any criminal charges or proceedings pending against you?

No

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By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.

Robert J Gonzalez

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Date of Submission

2/24/2022

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Email not displaying correctly? [View it in your browser.](#)

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8 (Consent)

Title Consider and take appropriate action approving Board of Adjustment meeting minutes dated February 22, 2022

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation: Motion to approve minutes as presented.

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Background:

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City Attorney Review: N/A

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Attachments:

1. February 22, 2022 City Council Minutes



James Clark, Mayor Pro Tem  
Tomas Mendoza, Councilmember  
John Mounce, Councilmember



Jim Tate, Councilmember  
Chrissa Hartle, Councilmember

Elizabeth Woodall, Mayor

## **MINUTES**

**State of Texas  
County of Denton  
City of Justin**

### **Board of Adjustment Meeting– February 22, 2022**

The Board of Adjustment Meeting convened into a Regular Session being open to the public the 22nd day of February at 5:30 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit:

Mayor, Elizabeth Woodall; Council Members James Clark, Jim Tate, Chrissa Hartle, Tomas Mendoza and John Mounce. City Staff: City Manager, Chuck Ewings, Director of Planning and Development Services, Matt Cyr, Public Works Director, Josh Little, Director of Strategic Services, Abbey Reece, and City Secretary, Brittany Andrews.

#### **I. CALL TO ORDER – Mayor Woodall called the meeting to order at 5:30 P.M.**

#### **II. OPEN PUBLIC HEARING at 6:10 P.M.**

Receive input and public comments to consider a variance request to the setback requirements for 509 Hillside Drive legally described as LEUTY HIGHLAND BLK 2 LOT 9.

Homeowners Steven and Cathy Duran, 509 Hillside Drive Justin, TX 76247 spoke that when they purchased the home included the concrete slab for the shed with the original contract. Mr. Duran believed permits and approval were obtained from all aspects at that time.

Alex Coss - asked to define hardship, and what was Council's feelings as to where the shed may be moved be considered hardship?

#### **III. CLOSE PUBLIC HEARING at 6:46 P.M.**

#### **IV. ACTION ITEMS**

1. Discuss and act to consider a variance request to the setback requirements for 509 Hillside Drive legally described as LEUTY HIGHLAND BLK 2 LOT 9.

**Councilman Mendoza made the motion to deny the variance request as presented.**

**Seconded by: Councilman Tate**

**Aye votes: Councilmembers Mendoza, Tate, and Hartle**  
**Nay votes: Councilmembers Clark and Mounce**  
**Motion carries 3-2**

**V. ADJOURN**

Mayor Woodall adjourned the meeting at 6:50 P.M.

*Brittany Andrews*  
Brittany Andrews, City Secretary

Seal:

City Council Meeting

March 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #9 (Consent)

Title Consider and take appropriate action approving City Council minutes dated February 22, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation: Motion to approve minutes as presented.

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Background:

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City Attorney Review: N/A

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Attachments:

1. February 22, 2022 City Council Minutes



**Mayor, Elizabeth Woodall**

**MINUTES**

**State of Texas  
County of Denton  
City of Justin**

**Justin City Council Regular Session Meeting- February 22, 2022**

The Justin City Council Meeting convened into a Regular Session being open to the public the 22nd day of February, 2022 at 7:02 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, James Clark, Councilmembers, Chrissa Hartle, John Mounce, Tomas Mendoza, and Jim Tate. City Staff: City Manager, Chuck Ewings, Director of Strategic Services, Abbey Reece, City Secretary, Brittany Andrews, Finance Director, Josh Armstrong, Public Works Director, Josh Little, City Engineer, Chris Cha and City Attorney, Matthew Butler.

Convene into Session: Mayor Woodall called the meeting to order at 7:02PM  
Invocation led by: Mayor Pro Tem, Clark

**STAFF/BOARD UPDATES**

- Police Department - Police Chief, Alex Coss presented.
- Employee recognition

**WORKSHOP SESSION**

1. Discussion regarding meeting agenda format.
2. Discussion regarding the February 26, 2022 City Council Retreat.

**CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session**

**PUBLIC COMMENT**

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

**No Citizens chose to speak**

### **PUBLIC HEARING ITEMS**

3. **PUBLIC HEARING:** Conduct a public hearing to consider amending water and wastewater impact fees and approving a roadway impact fee.
  - a. Open public hearing at **8:01PM**
  - b. Close public hearing at **8:01PM**
  - c. Consider and take appropriate action

**No Action**

### **POSSIBLE ACTION ITEMS**

4. Consider an ordinance amending the Fiscal Year 21-22 General Fund Budget in the amount of \$54,100 for payment to the Justin Community Fire Department.

**Mayor Pro Tem, Clark made the motion to approve Ordinance 721-22 as presented.**

**Seconded by: Councilman Tate**

**Aye votes: Councilmembers Tate, Clark, Mounce, Hartle and Mendoza**

**Motion carries**

### **CONSENT**

**Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration**

5. Consider and take appropriate approving City Council meeting minutes dated February 8, 2022.

**Mayor Pro Tem, Clark made the motion to approve minutes dated February 8, 2022.**

**Seconded by: Councilman Mounce**

**Aye votes: Councilmembers Tate, Clark, Mounce, Hartle and Mendoza**

**Motion carries**

### **EXECUTIVE SESSION**

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:

- West Side Wastewater Improvement Agreement
- Range Creek Municipal Utility District of Denton County
- Justin Crossing Development

Convene into executive session at **8:50PM**

Adjourn into open meeting at **9:06PM**

6. Discuss, consider, and act on items discussed in Executive Session.

**No Action**

### **FUTURE AGENDA ITEMS**

### **IMPORTANT DATES**

- March 1, 2022 Parks and Recreation Advisory Board Meeting
- March 8, 2022 City Council Meeting
- March 15, 2022 Planning and Zoning Commission Meeting
- March 17, 2022 Justin Economic Development and Community Development Meeting
- March 22, 2022 City Council Meeting

### **ADJOURN**

**With there being no further business, the meeting was adjourned at 9:06PM**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal: