

John Mounce, Mayor Pro Tem
Tomas Mendoza, Councilmember
Chrissa Hartle, Councilmember



James Clark, Councilmember
Jim Tate, Councilmember

Elizabeth Woodall, Mayor

**CITY OF JUSTIN
AMENDED -CITY COUNCIL AGENDA
TUESDAY, AUGUST 9, 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”*

WORKSHOP SESSION

1. Presentation and discussion of Fiscal Year 2022-2023 annual budget.

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.

PUBLIC HEARING

2. **PUBLIC HEARING:** Conduct a Public Hearing for a zoning change from General Business – Old Town (GB-OT) to Single Family-Old Town (SF-OT) Planned Development for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

- a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action
3. **PUBLIC HEARING:** Conduct a Public Hearing for a Replat for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.
- a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action
4. **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against a Site Plan with a variance request to landscaping for the properties legally described as 6th Street Commercial Lots 1-5, Block A. Generally located southwest from the intersection of 6th Street and Topeka Avenue.
- a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action
5. **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against a Replat for a total of two lots legally described Lots 2R-1 and Lots 2R-2. Generally located northwest from the intersection of FM 407 and Collingwood Drive.
- a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action
6. **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against amending Chapter 52 and Chapter 10 of the Code of Ordinances relating to Temporary Batch Plants.
- a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action

POSSIBLE ACTION ITEMS

7. Consider Resolution No. 586-22 Authorizing the Execution and Delivery of the Trinity River Authority – Denton Creek Regional Wastewater Treatment System Eight Supplemental Contract (City of Justin, Texas) and Continuing Disclosure Agreement.

8. Consider and take appropriate action approving Ordinance 732-22 calling a General Election to be held on November 8, 2022 regarding reauthorization of the street maintenance sales tax.
9. Consider and take appropriate action approving Resolution 587-22 regarding the negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp, Mid-Tex division regarding the 2022 rate review mechanism filings.
10. Consider and take appropriate action approving Resolution 588-77 disapproving of the Denton Central Appraisal District 2023 budget.
11. Discuss City Council Liason roles and respnsibilities.

CONSENT

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

12. Consider and take appropriate action regarding City Council meeting minutes dated July 12, 2022 and July 26, 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:
 - Preserve Development Agreement

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 5TH day of August, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

Title: Discussion regarding Fiscal Year 2022-2023 annual budget.

Department: Administration

Contact: City Manager, Chuck Ewings

Staff Recommendation: N/A

Background:

The City Manager will review the proposed budget for FY 22-23 for discussion until city council considers approval in September.

City Attorney Review: N/A

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #2

Title: **PUBLIC HEARING:** Conduct a Public Hearing for a zoning change from General Business – Old Town (GB-OT) to Single Family-Old Town (SF-OT) Planned Development for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request.

ZONING ANALYSIS: Currently, the zoning is GB-OT and is proposed to change to SF-OT PD. The zoning change would be inconsistent with the Future Land Use Plan if approved.

However, the Commission and Council could contradict the plan at the Council's discretion. Due to adjacent zoning to the west, there is no concern of spot zoning.

Background:

A request was made by the Applicant to rezone the subject property from General Business- Old Town (GB-OT) to Single-Family Old Town (SF-OT).

PD STANDARDS:

Minimum Building Site Area: 5,950 sq. ft.

Minimum Building Site Depth: 81 ft.

Minimum Building Site Width: 35 ft.

Required Buffer Yards: None

Buffer Yard Requirements: None

Buffer Yard Road Frontage-Residential Streets: None

Minimum Front Yard Setback: 20 ft. with 8 ft. porch encroachment

Minimum Interior Side Yard Setback: 5 ft.

Minimum Rear Yard Setback for Main Structure: 18 ft.

Minimum Side Yard Setback from Street: 10 ft; shall allow for mechanical equipment and 5' porch encroachment.

Accessory Buildings: Accessory buildings are not permitted.

Maximum Height: 35 ft

Minimum Dwelling Floor Area: 1,500 sf

Signs during construction: No sign can exceed being 4' off the ground at its highest point. All signs must be temporary in nature; nothing can be placed in concrete. Signs may be erected to a height not exceeding 3 feet in height when located within 60 feet of the lot line. No sign shall exceed the size of a typical real estate sales sign, i.e. 2' x 3'.

P&Z Action: This item was previously tabled by the Commission on June 21, 2022 due to the following concerns:

1. Traffic circulation and safety.

a. The Applicant has proposed a sign plan that implements stop signs at all corners of the development. A “children at play” sign was also discussed, but Staff and the Applicant felt the Stop signs would yield better results with slowing traffic down.

2. The trees in front of the development was another concern.

a. The Applicant will not preserve the trees in front of the development due to the construction.

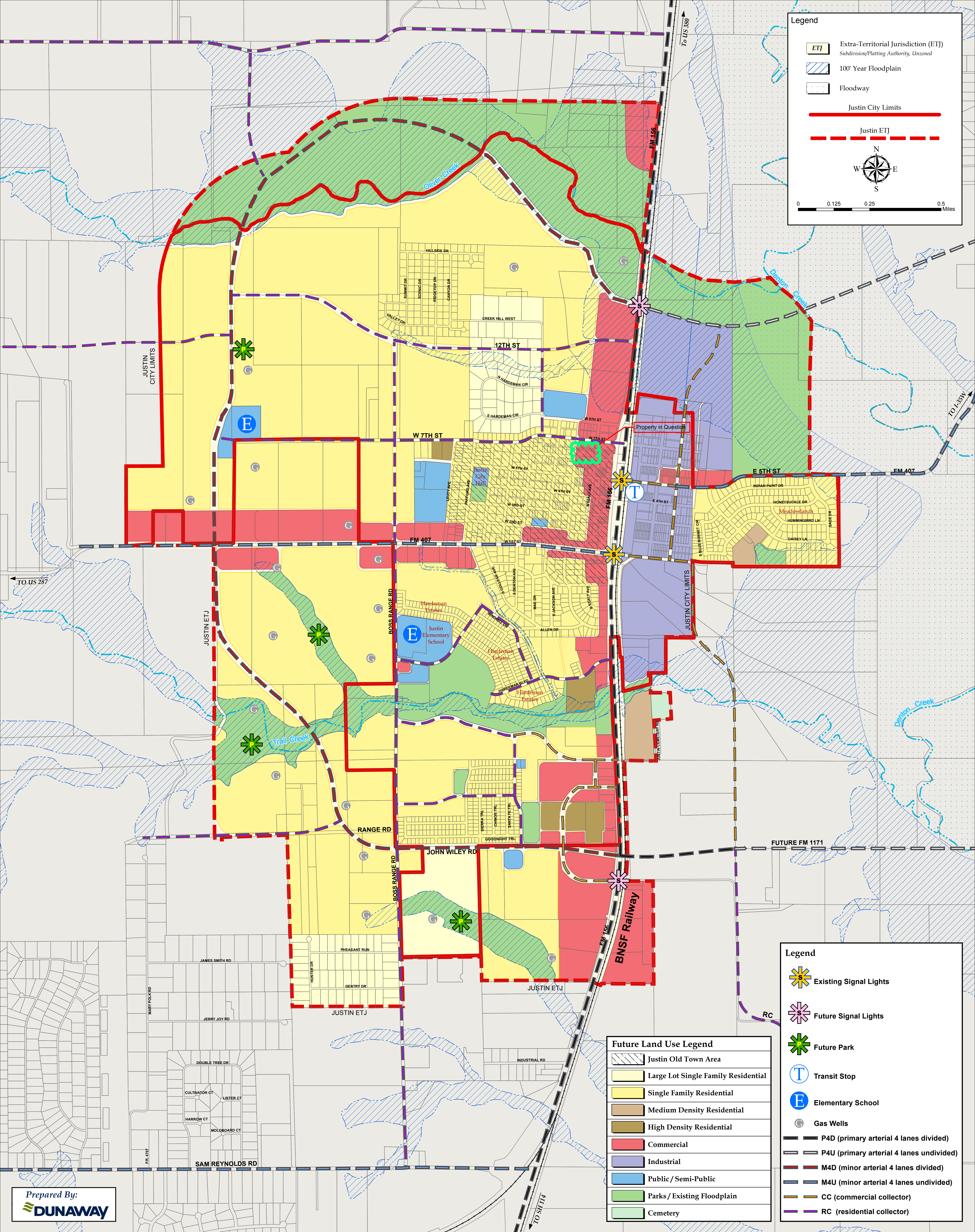
The Commission recommended approval with the conditions to place “no parking” signs at each corner of the development and for Staff to work with the applicant to figure out solutions to mitigate any overflow parking in the alley.

The Applicant will not be placing “no parking” signs at each corner of the development and has provided an exhibit to show on-street parking to mitigate concerns related to alley parking. The Applicant felt the “no parking signs” would be problematic to the existing residents.

City Attorney Review: N/A







Prepared By:
DUNAWAY



City Of Justin
A Proud and Progressive Hometown Community

Future Land Use Plan
Updated Tuesday, June 6, 2017

Planned Development
For
“The Cottages of Old Town Justin”
Being
A single use rezoning of
Lots 1-6
Block 7
And All of Block 10
Donald Harmonson Addition,
And
Block 48
Lots 1 and 2
Original Town
Justin, Texas

Table of Contents

- 1. Summary of Development Standards**
- 2. Location Maps**
- 3. Metes and Bounds Description**
- 4. Project Photos**
- 5. Exhibits**
- 6. Floor Plans and Elevations**
- 7. Zoning**

a) PD- Planned Development

Summary
of
Development Standards

Purpose and Summary

The existing property consists of lots 1-6, Block 7, and Block 10 of the Donald Harmonson Addition, and lots 1 and 2, Block 48 of the Original Town of Justin. The property will be called the Cottages of Old Town Justin. There are no deed restrictions and the ordinances that are in place are included herein. We are proposing to change the zoning to the design standards included herein to create residential lots for this development, hence the need for this PD. The property in Block 48 will be re-platted into six lots to match the existing size of Lots 1-6, Block 7 for development. A proposed site plan is provided herein. All lots will be rear entry lots with no access from the streets on the frontage.

There is sufficient water, sewer, and electric on or near the site. Tap fees, impact fees, and other connection fees will be paid in accordance with city requirements. Drainage will be all surface drainage to the alley to the north of the property and sheet flow over the east property line in accordance with the plans herein. There are no flood studies or floodplain or floodway on or near the property.

Additional right of way is not needed for this project. The setbacks and easements will be as shown on the plat herein.

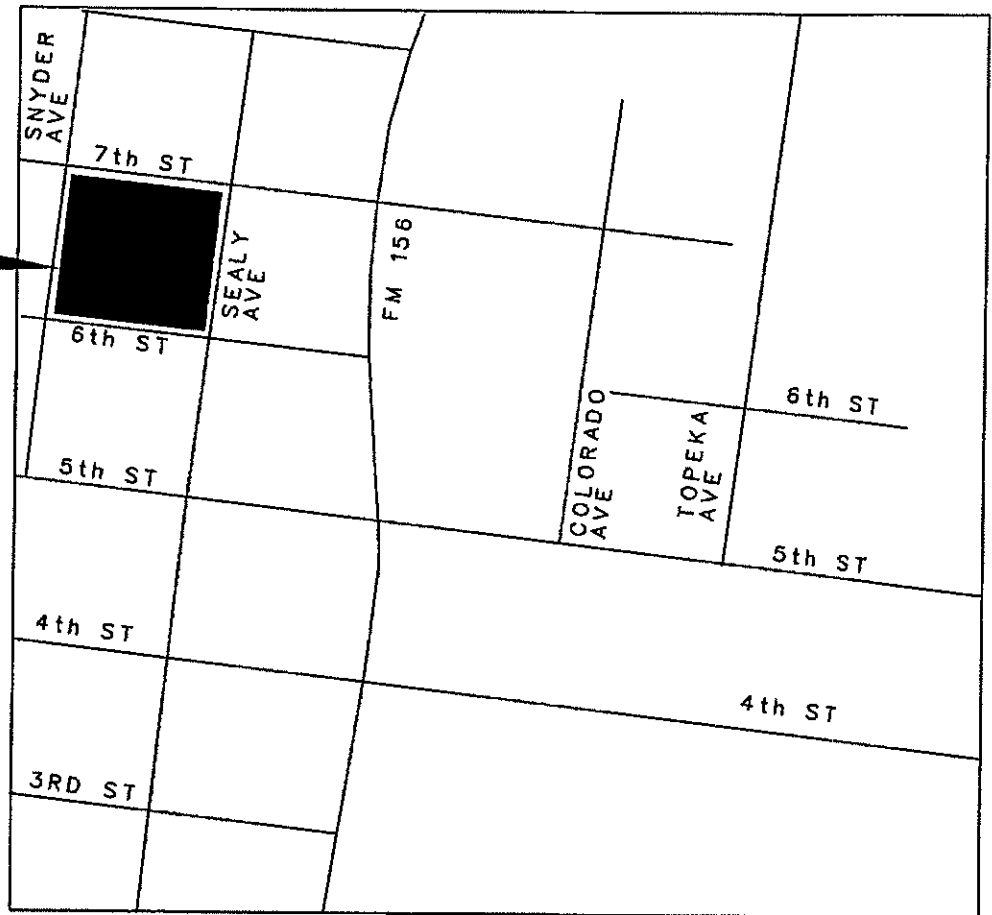
Existing alley to be inverted to convey drainage. There are existing trees on site and no tree study was provided. There are no environmental issues and no environmental impact statement was provided.

Architectural control will be per this PD. Floor plans and elevations and renderings are provided herein to demonstrate the type of construction to be used.

No other special licenses or permits or assessments required other than those required by the current ordinances included herein.

Location Maps

PROJECT
LOCATION



Metes and Bound Description

LEGAL DESCRIPTION: Lots 1-6, Block 7, Donald Harmonson Addition

BEING 0.8218 acres of land, more or less, being all of Lots 1,2,3,4,5, and 6, Block 7, Donald Harmonson Addition, Denton County, Texas, according to the plat of same recorded in Volume 75 page 82, Deed Records of Denton County, Texas, and being part of the property described in Warranty Deed to Brookson Builders LLC., recorded under Document No. 2021139004

LEGAL DESCRIPTION: Block 10, Donald Harmonson Addition, Lots 1 and 2, Block 48, Original Town of Justin

BEING 0.8280 acres tract of land, more or less, being all of Lots 1,2, Block 48, Original Town of Justin, Denton County, Texas according to the plat of same recorded in Volume 32 page 522, Deed Records, Denton County, Texas, and being all of Block 10, of the Donald-Harmonson Addition according to the plat thereof recorded in Volume 75, Page 82, Deed Records, Denton County, Texas, and being part of the property described in Deed to Brookson Builders, LLC., recorded under Document No. 2021139004, Official Records, Denton County, Texas, said 0.8280 acres described as follows;

BEGINNING at a found iron rod at the southwest corner of said Lot 2, Block 48, Original Town of Justin, same being the southwest corner of said Brookson Builders LLC. tract, at a point in the north right of way line of West 6th Street, Justin, Texas;

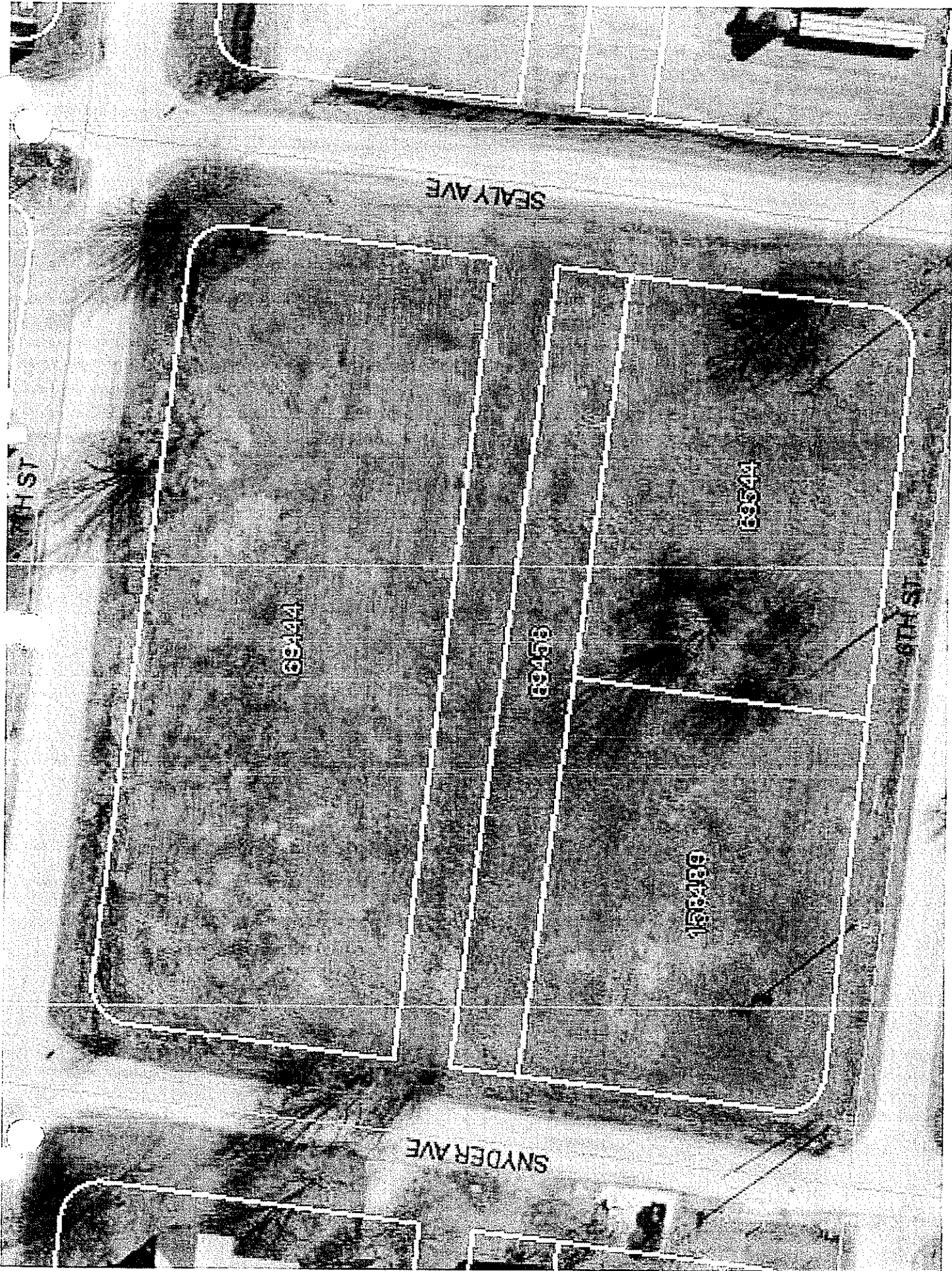
THENCE N 05 deg. 56 min. 51 sec. E a distance of 119.15 feet to found iron rod for corner;

THENCE S 83 deg. 52 min. 39 sec. E a distance of 301.20 feet to found iron rod for corner;

THENCE S 05 deg. 12 min. 59 sec. W a distance of 119.75 feet to a found iron rod for corner;

THENCE N 83 deg. 46 min. 02 sec. W a distance of 302.73 feet to a found iron rod the POINT OF BEGINNING and containing 36,067 square feet or 0.8280 acres of land, more or less.

Project Photos



Exhibits

- Zoning Change Request
- Proposed Site Plan
- Replat

Block 3
SF-OT
LOT 12

CB-OT
LOT 7

Block 2
CB-OT
LOT 8

CB-OT
LOT 9

CB-OT
LOT 10

CB-OT
LOT 11R

Block 1
CB-OT
LOT 7

LEGEND

FR 8 FOUND ROW
PROPERTY LINE
CB-OT EXISTING ZONING

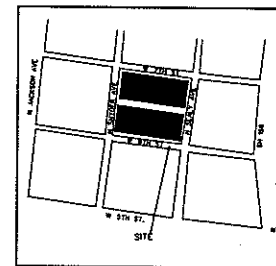
ZONING BOUNDARY LEGAL DESCRIPTION

LEGAL DESCRIPTION Lots 1-6, Block 7, Donald Harmonson Addition
BEING 0.8218 acres of land, more or less, being all of Lots 1, 2, 3, 4, 5, and 6, Block 7, Donald Harmonson Addition, Denton County, Texas, according to the plat of same recorded in Volume 75 page 82, Denton County, Texas, and being part of the property described in Warranty Deed to Brookston Builders, LLC, recorded under Document No. 2021159004.

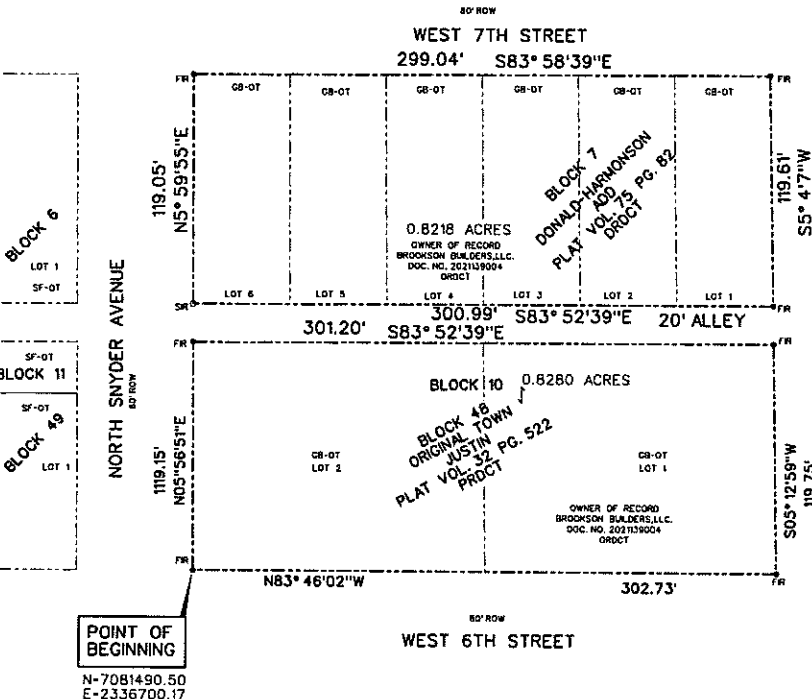
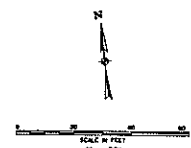
BEING 0.8280 acres tract of land, more or less, being all of Lots 1, 2, Block 48, Original Town of Justin, Denton County, Texas, according to the plat of same recorded in Volume 32 page 522, Denton County, Texas, and being part of the property described in Warranty Deed to Brookston Builders, LLC, recorded under Document No. 2021159004.

BEING 0.8280 acres tract of land, more or less, being all of Lots 1, 2, Block 48, Original Town of Justin, according to the plat of same recorded in Volume 32 page 522, Denton County, Texas, and being part of the property described in Warranty Deed to Brookston Builders, LLC, recorded under Document No. 2021159004.

THENCE N 05 deg 54 min 55 sec E a distance of 119.15 feet to found iron rod for corner;
THENCE S 83 deg 52 min 39 sec E a distance of 300.99 feet to found iron rod for corner;
THENCE S 05 deg 12 min 58 sec W a distance of 119.75 feet to a found iron rod for corner;
THENCE N 83 deg 46 min 02 sec W a distance of 302.73 feet to a found iron rod for corner;
THENCE N 05 deg 56 min 51 sec E a distance of 119.15 feet to found iron rod for corner.



VICINITY MAP



LOT 20
SF-OT
Block 37

CB-OT
LOT 11

CB-OT
LOT 12

CB-OT
LOT 13

CB-OT
LOT 14

CB-OT
LOT 15

CB-OT
LOT 16

CB-OT
LOT 17

CB-OT
LOT 18

CB-OT
LOT 19

CB-OT
LOT 20

Block 38

Block 39

LOT 17
CB-OT
Block 39

80' ROW
NORTH SEALY AVENUE

CB-OT
LOT 6

Block 8
DONALD HARMONSON
PLAT VOL. 75 PG. 82

20' ALLEY

CB-OT
Block 9

CB-OT
LOT 2

Block 47
ORIGINAL TOWN OF JUSTIN
PLAT VOL. 32 PG. 522

UTILITIES PROVIDED BY:
WATER CITY OF JUSTIN
SEWER CITY OF JUSTIN
ELECTRIC UNION
GAS ATROS ENERGY

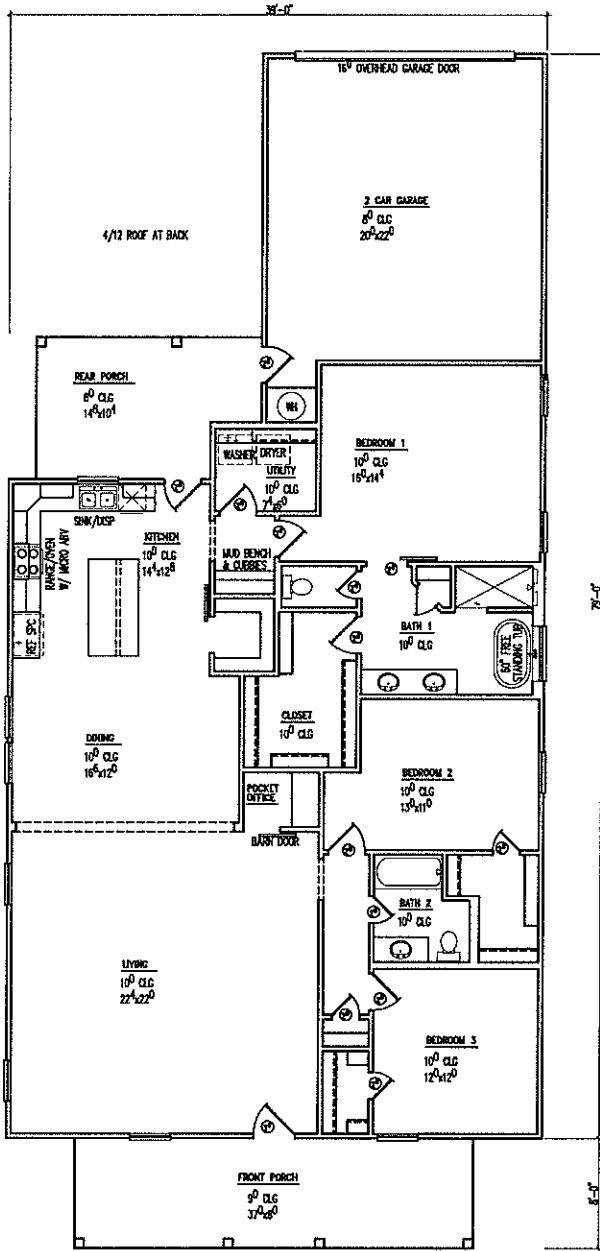
B
OWNER/DEVELOPER
BROOKSTON BUILDERS, LLC.
P.O. BOX 1860
JUSTIN, TX 76247
OFFICE 817-330-4108

ENGINEER / SURVEYOR
SWAN ENGINEERING AND SURVEYING
NAME: JASON SWAN, P.E., RPLS
ADDRESS: 508 N. MASON STREET
DOWE, TEXAS 76230
PHONE: 19401872-5075
FAX: 19401872-4078
EMAIL: jswan@swanengineering.com

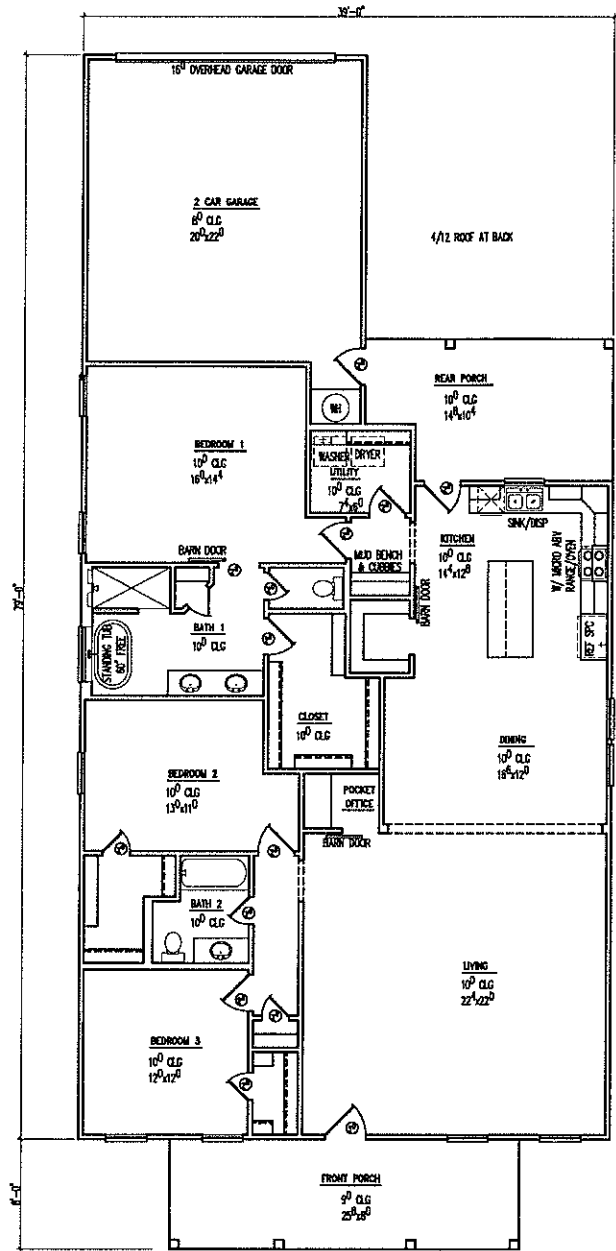


ZONING CHANGE
REQUEST EXHIBIT
CB-OT TO SF-OT
LOTS 1 AND 2
OF BLOCK 48
OF THE ORIGINAL TOWN
OF JUSTIN SUBDIVISION
AND
ALL OF BLOCK 10
AND
LOTS 1-6
OF BLOCK 7
DONALD HARMONSON ADDITION
TO JUSTIN
DENTON COUNTY, TEXAS
SWAN PROJECT NO. 21096 7th ST. JUSTIN DCT
AUGUST 28, 2021

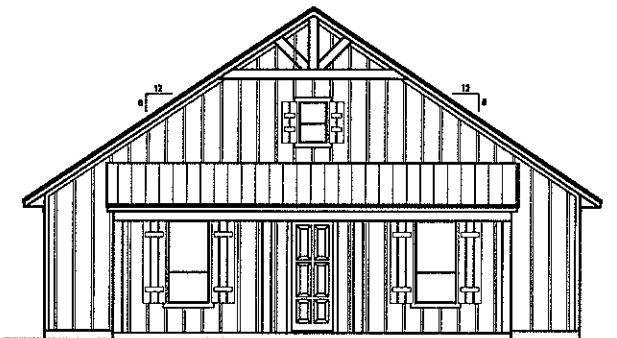
Floor Plans
And
Elevations

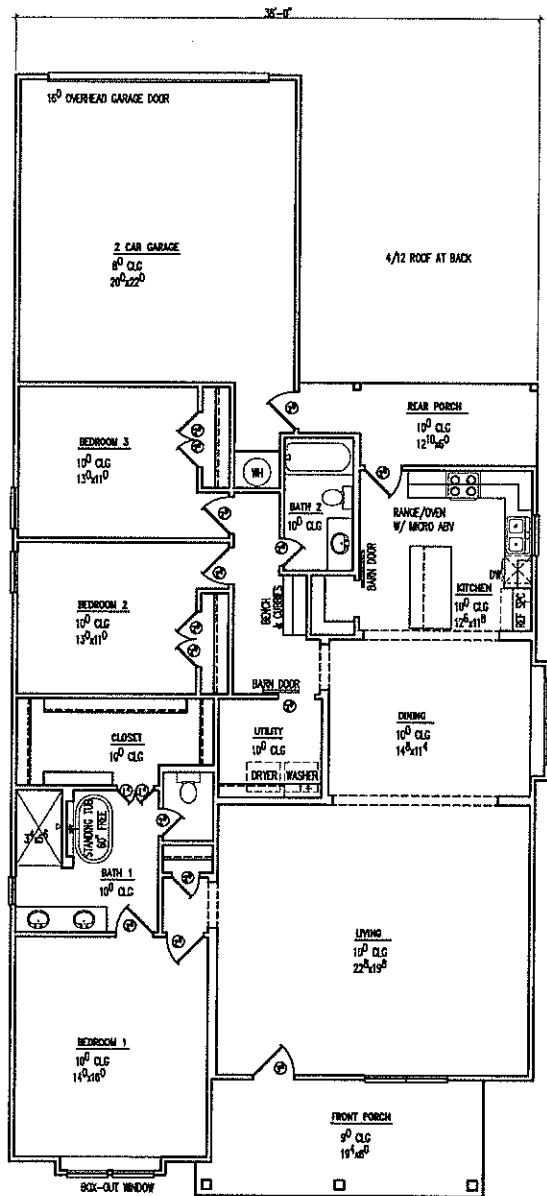


LIVING AREA - 2047 SF
SLAB AREA - 2961 SF

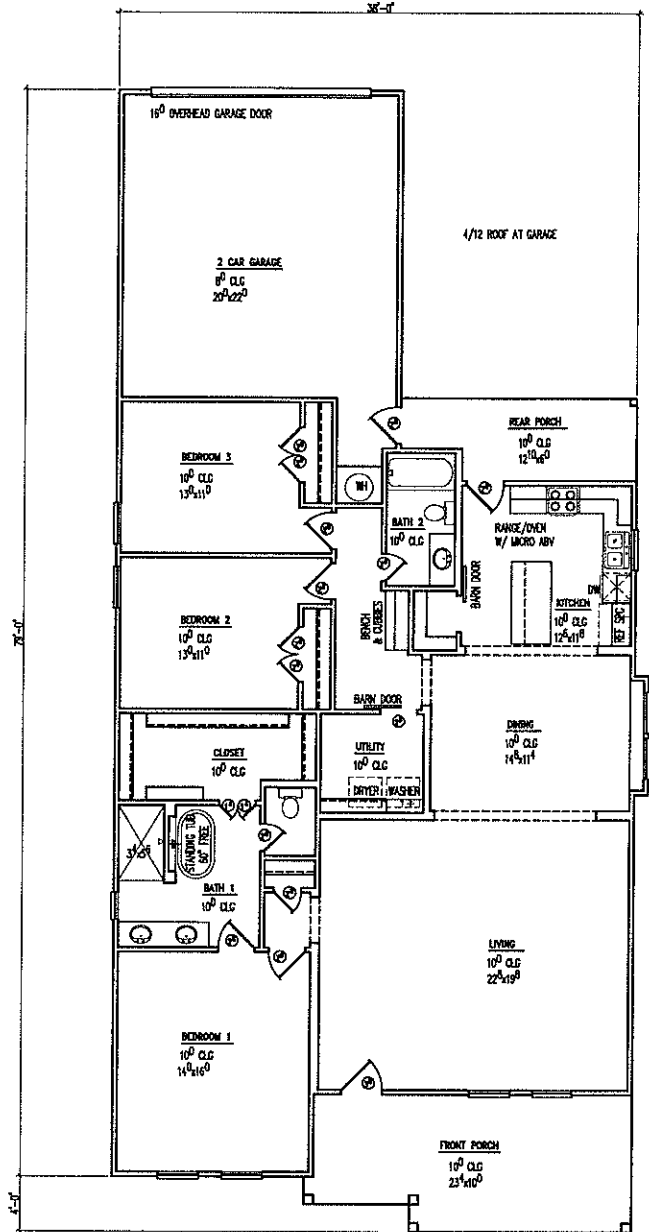


LIVING AREA - 2047 SF
SLAB AREA - 2967 SF



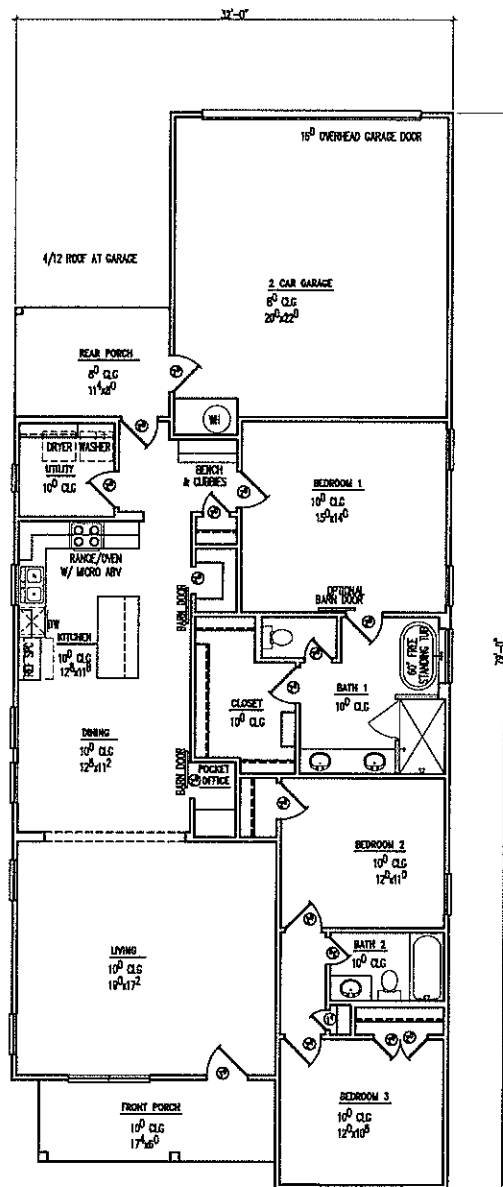


LIVING AREA - 1889 SF
SLAB AREA - 2863 SF

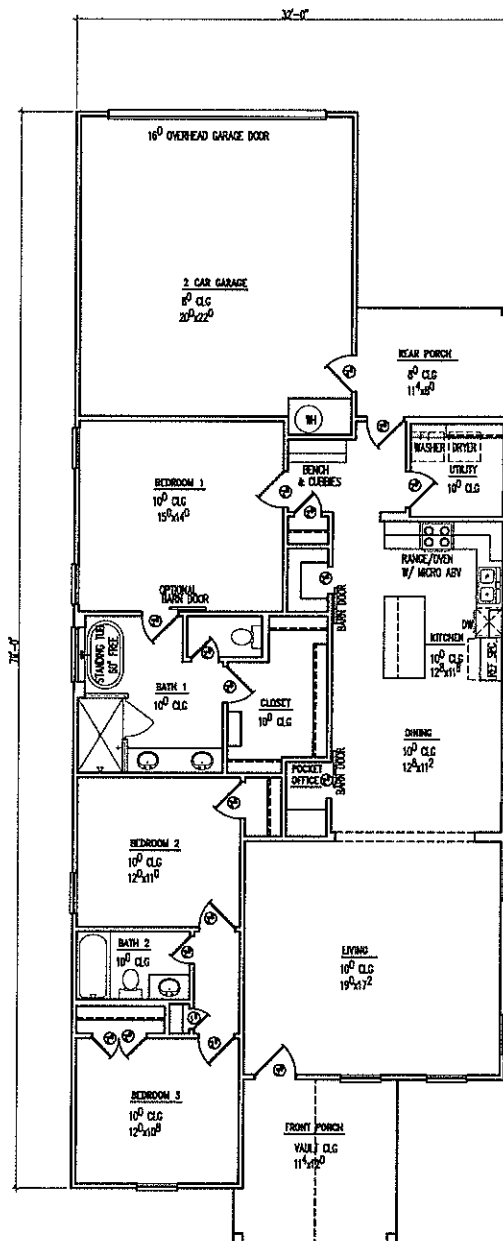
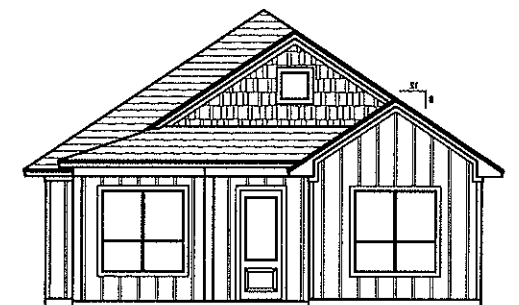


LIVING AREA - 1889 SF
SLAB AREA - 2897 SF

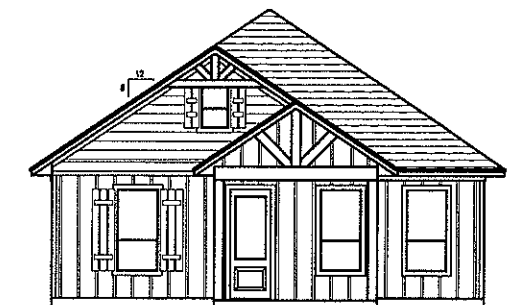




LIVING AREA - 1652 SF
SLAB AREA - 2315 SF



LIVING AREA - 1652 SF
SLAB AREA - 2349 SF









Zoning

PLANNED DEVELOPMENT (PD)

Design Standards for this PD

These districts provide for residential uses and one-family dwelling units on lots containing a minimum of 5,950 square feet and 1,500 square feet of living area in the dwelling unit.

Minimum Building Site Area: 5,950 sq. ft.

Minimum Building Site Depth: 81 ft.

Minimum Building Site Width: 35 ft.

Required Buffer Yards: None

Buffer Yard Requirements: None

Buffer Yard Road Frontage-Residential Streets: None

**Buffer Yard Road Frontage-Thoroughfares/Collectors:
Setbacks**

Minimum Front Yard Setback: 20 ft. with 8 ft. porch encroachment

Where the frontage on one side of a street between two intersecting streets is divided by two or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.

When a building line has been established by plat or ordinance and such line requires greater or lesser front yard setback than is prescribed by this article for the district in which the building line is located, the required front yard shall comply with the building line so established by such ordinance or plat.

The front yard shall be measured from the property line to the front face of the buildings, covered porch, covered terrace, or attached accessory buildings. Eaves and roof extensions may project into the required front yard for a distance not to exceed four feet and subsurface structures, platforms or slabs may not project into the front yard to a height greater than 40 inches above the average grade of the yard.

Where lots have a double frontage, running through from one street to another, a required front yard shall be provided on both streets unless a building line for accessory buildings has been established along one frontage on the plat or by ordinance, in which event only one required front yard need be observed.

Minimum Interior Side Yard Setback: 5 ft.

Minimum Rear Yard Setback for Main Structure: 18 ft.

Minimum Side Yard Setback from Street: 10 ft; shall allow for mechanical equipment and 5' porch encroachment.

Side yards - Additional Considerations:

Where a lot of record at the time of the effective date of the ordinance from which this article is derived is less than 50 feet in width the required side yard may be reduced to provide a minimum buildable width of 35 feet; provided, however, that no side yard shall be less than five feet.

The area required in a yard shall be open to the sky, unobstructed except for the ordinary projections of windowsills, belt courses, cornices, or other ornamental features.

A roof overhang, an open fire escape or an outside stairway may project not more than three feet into a required side yard, but no closer than three feet to a property line.

Structure Requirements

ACC Requirements:

All plans must be submitted to ACC for approval

Building Material:

Buildings will be 100% Hardie fiber cement siding.

Accessory Buildings:

Accessory buildings are not allowed.

Maximum Distance from Street or Highway:

Any such fire lane or access easements dedicated to the city for such use, shall be of hard surface for the entire width thereof and maintained and kept in a state of good repair at all times by the owner of the premises, and the city shall not be responsible for the maintenance thereof. Such fire lanes shall be permanently marked as fire lanes and the owner of the property shall ensure that the same such markings are kept and obviously displayed.

Maximum Height: 35 ft.

Signs:

- Signs may be erected to a height not exceeding 3 feet in height when located within 60 feet of the lot line.
- No sign shall exceed the size of a typical real estate sales sign, i.e. 2' x 3'.

- No sign can exceed being 4' off the ground at its highest point.
- All signs must be temporary in nature; nothing can be placed in concrete.

Minimum Dwelling Floor Area: 1,500 sq. ft.

Yard Restrictions:

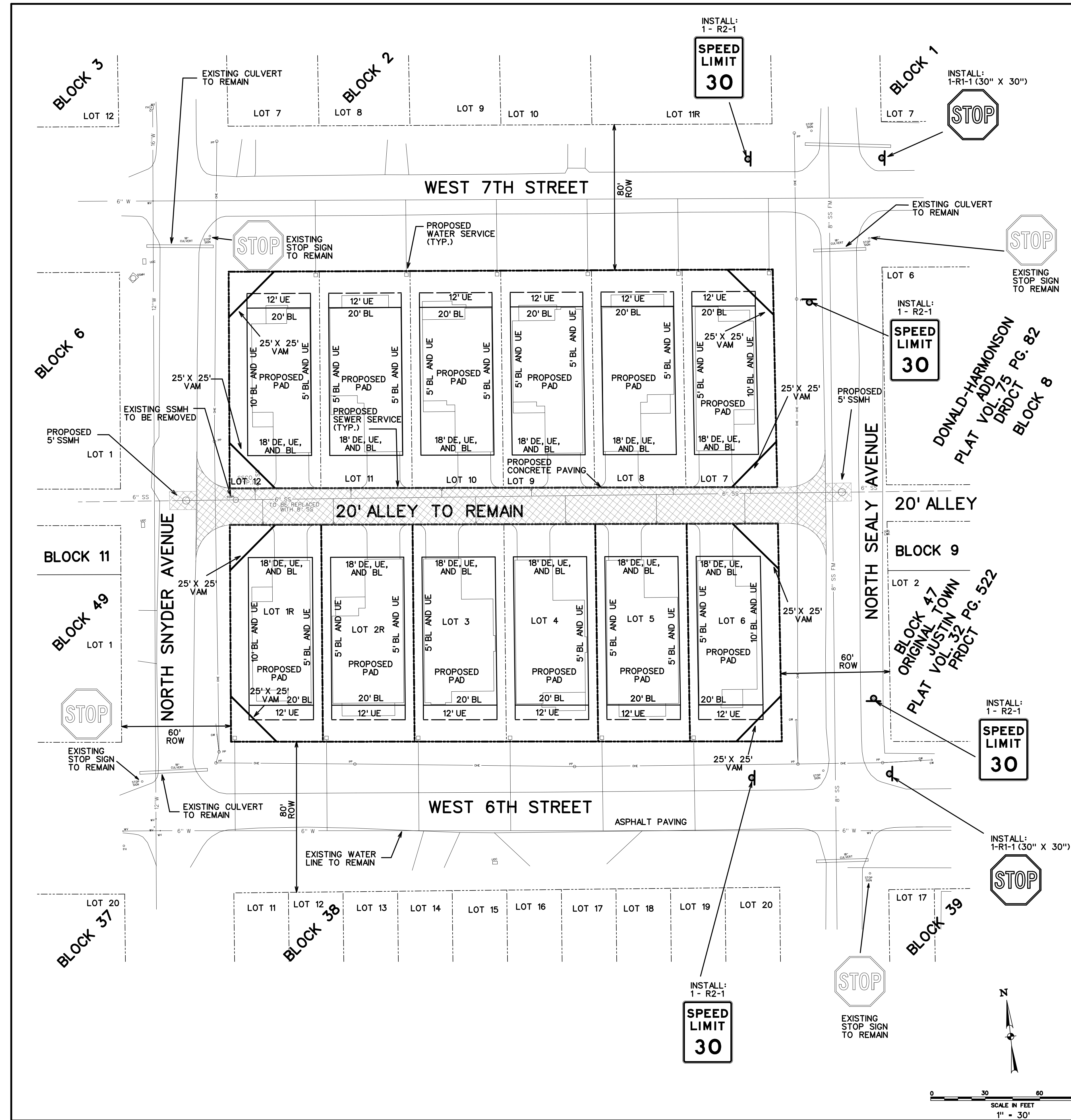
The yard on each lot must be kept mowed and maintained.

City of Justin has the right to place lien on the property if the yard is not kept mowed and maintained.

Allowable land uses

Residential uses:

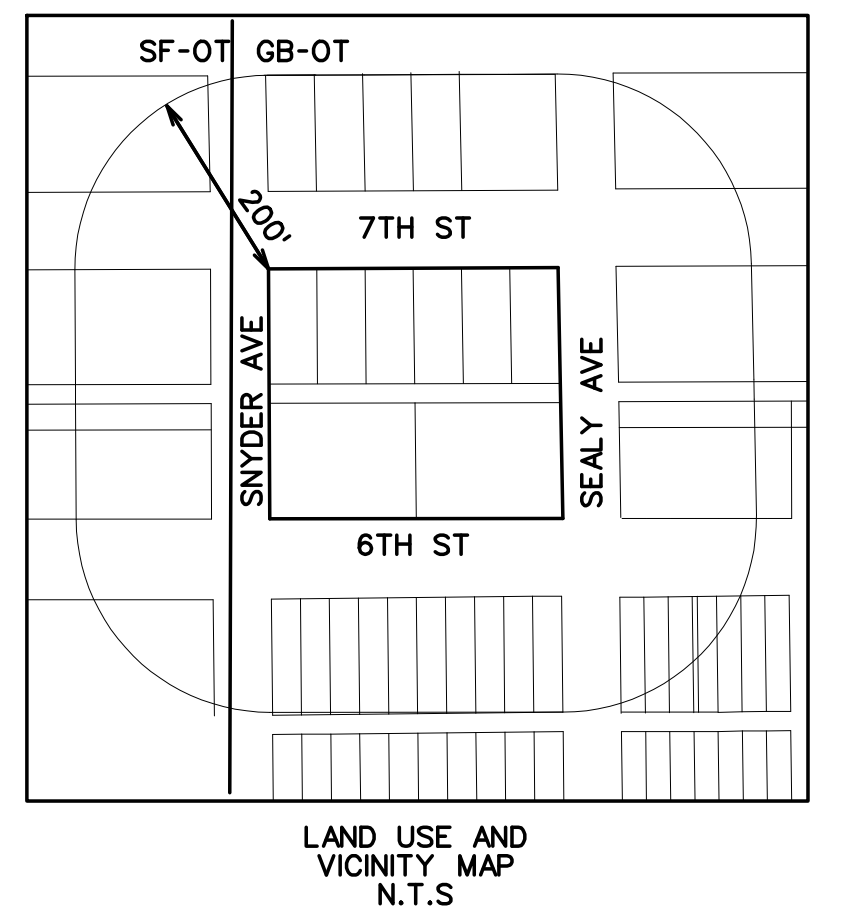
- Model home
- One-family detached dwelling
- Senior adult housing – housing for elderly or disabled people that provides nursing care, housekeeping, and prepared meals as needed.
- Any dwelling can be used as rental, with terms no less than 30 days and no greater than 365 days.



NOTES:
1. THE DEVELOPMENT LOCATION: --- 7TH STREET, JUSTIN, TX 76247.
BLOCK 48, ORIGINAL TOWN, JUSTIN, LOTS 1 AND 2, AND ALL OF BLOCK 10, DONALD HARMONSON ADDITION, TO BE REPLATTED INTO 6 LOTS.
2. THE PROPOSED USE IS A RESIDENTIAL.
3. THE CURRENT ZONING DISTRICT IS GB-OT; THE PROPOSED ZONING DISTRICT IS TO BE PER THE PD.
4. HOUSES TO BE REAR ENTRY WITH DRIVES TO ALLEY.
5. CONCRETE FOR ALLEY SHOULD BE CLASS "C" CONCRETE 3600 PSI CLASS C USE #4 REBAR 18" OCW

LEGEND

- PROPOSED CLASS "C" 3600 PSI MEDIUM DUTY CONCRETE PAVING
- 770.82' PROPOSED SPOT GRADE
- 600' EXISTING CONTOUR
- 18" SD PROPOSED CONTOUR
- PROPOSED STORM DRAIN PIPE
- PROPOSED GRADE BREAK LINE
- PROPOSED SIGN
- EXISTING SIGN



Lot Size (Minimum)	
Lot Area (sq. ft.)	5950
Lot Width (feet)	50
Lot Depth (feet)	50
Lot Depth (feet)	119
Yard Requirements	
Front Yard minimum (feet)	20
Side Yard minimum (feet)	5
Side Yard Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	18
Lot Coverage maximum	45%
House Requirements	
Main Structure maximum Height (feet)	32
Accessory Structure Height maximum (feet)	14
Masonry Percentage minimum	0%
Front Facade & First Floor	0%
Masonry Percentage minimum - Overall Exterior	0%
Total acreage	1.6498
Total square feet	71,865
Total number of lots	12



OWNER / DEVELOPER: **BROOKSON BUILDERS, LLC**
PO BOX 1060
JUSTIN, TX 76247
CONTACT: BROOKS WHITE
817-896-2115

PREPARED BY: **SWAIM**
ENGINEERING & SURVEYING
506 N MASON - BOWIE, TX 76230
(940) 872 - 5075

SITE PLAN

THE COTTAGES of
OLD TOWN JUSTIN
LOTS 1R, 2R, AND 3-12
BLOCK 48

CITY OF JUSTIN, TX

FILE: SHEET-
SITE.DGN

05-16-22

C1.0

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A REZONE FROM GB-OT TO SF-OT FOR A TWELVE LOT RESIDENTIAL DEVELOPMENT HAVING THE LEGAL DESCRIPTION O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10 DENTON COUNTY, TEXAS; PROVING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Applicant, Brookson Builders, requested a rezone from GB-OT to SF-OT for a twelve (12) lot development; and

WHEREAS, the Planning and Zoning Commission of the City of Justin (the "Commission"), in compliance with the laws of the State of Texas, gave the requisite notices by publication and otherwise, and held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard; and

WHEREAS, having reviewed the request for the residential development the Commission determined that the change of the proposed Planned Development was compatible with surrounding uses and the City's Future Land Use Plan and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed Planned Development is approved and made a part of this ordinance.

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

Section 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. That the Zoning Ordinance of Justin, Texas, regulating property with the legal description of O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10 as further described in the attached documents.

Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended. Development and use of the property shall follow this ordinance, including all Exhibits thereto as amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

Section 4. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 5. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3

Title: **PUBLIC HEARING:** Conduct a Public Hearing for a Replat for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request. If the zoning request is denied by Council, the recommendation from Staff is to deny the replat request because it would not meet the lot standards for the General Business zoning district.

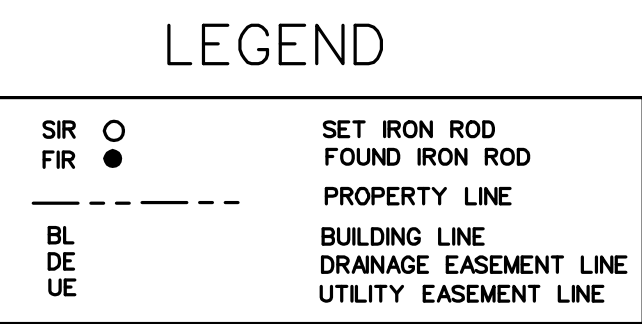
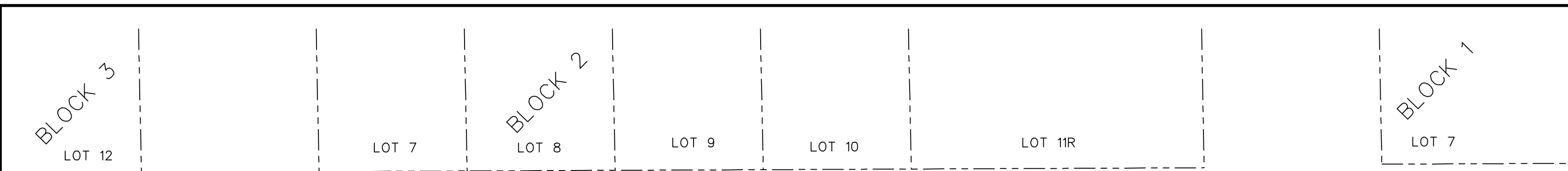
Background:

A request was made by the Applicant to create 12 total residential lots.

P&Z Action:

The Commission recommended approval of the replat application on July 19, 2022.

City Attorney Review: N/A



WHEREAS BROOKSON BUILDERS LLC., is the owner of a 0.8280 acres tract of land, more or less, being all of Lots 1,2, Block 48, Original Town of Justin, Denton County, Texas according to the plat of same recorded in Volume 32 page 522, Deed Records, Denton County, Texas, and being all of Block 10, of the Donald-Harmonson Addition according to the plat thereof recorded in Volume 75, Page 82, Deed Records, Denton County, Texas, and being part of the property described in Deed to Brookson Builders, LLC., recorded under Document No. 2021139004, Official Records, Denton County, Texas, said 0.8280 acres described as follows:

BEGINNING at a found iron rod at the southwest corner of said Lot 2, Block 48, Original Town of Justin, same being the southwest corner of said Brookson Builders LLC. tract, at a point in the north right of way line of West 6th Street, Justin, Texas:

THENCE N 05 deg. 56 min. 51 sec. E a distance of 119.15 feet to found iron rod for corner;

THENCE S 83 deg. 52 min. 39 sec. E a distance of 301.20 feet to found iron rod for corner;

THENCE S 05 deg. 12 min. 59 sec. W a distance of 119.75 feet to a found iron rod for corner;

THENCE N 83 deg. 46 min. 02 sec. W a distance of 302.73 feet to a found iron rod the POINT OF BEGINNING and containing 36,067 square feet or 0.8280 acres of land, more or less.

LEGAL DESCRIPTION: Lots 1-6, Block 7, Donald Harmonson Addition

BEING 0.8218 acres of land, more or less, being all of Lots 1,2,3,4,5, and 6, Block 7, Donald Harmonson Addition, Denton County, Texas, according to the plat of same recorded in Volume 75 page 82, Deed Records of Denton County, Texas, and being part of the property described in Warranty Deed to Brookson Builders LLC., recorded under Document No. 2021139004

OWNERS DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT BROOKSON BUILDERS, LLC., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as LOTS 1R, 2R, and 3 through 12, BLOCK 48, ORIGINAL TOWN OF JUSTIN, 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 sheets 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 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 the respective systems without the necessity at any time of 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.

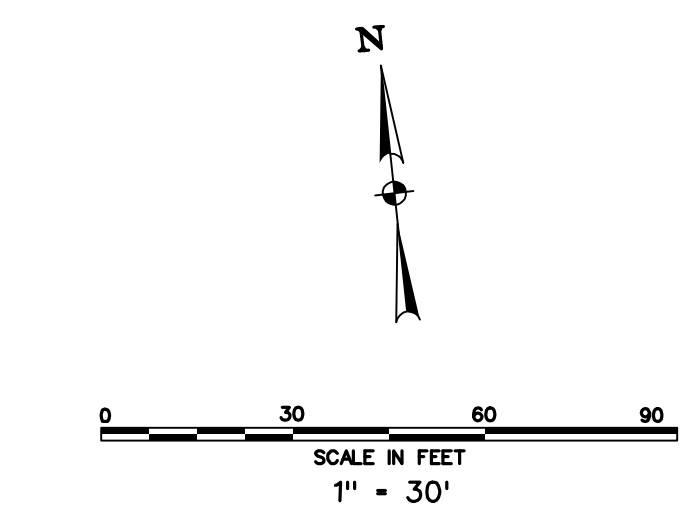
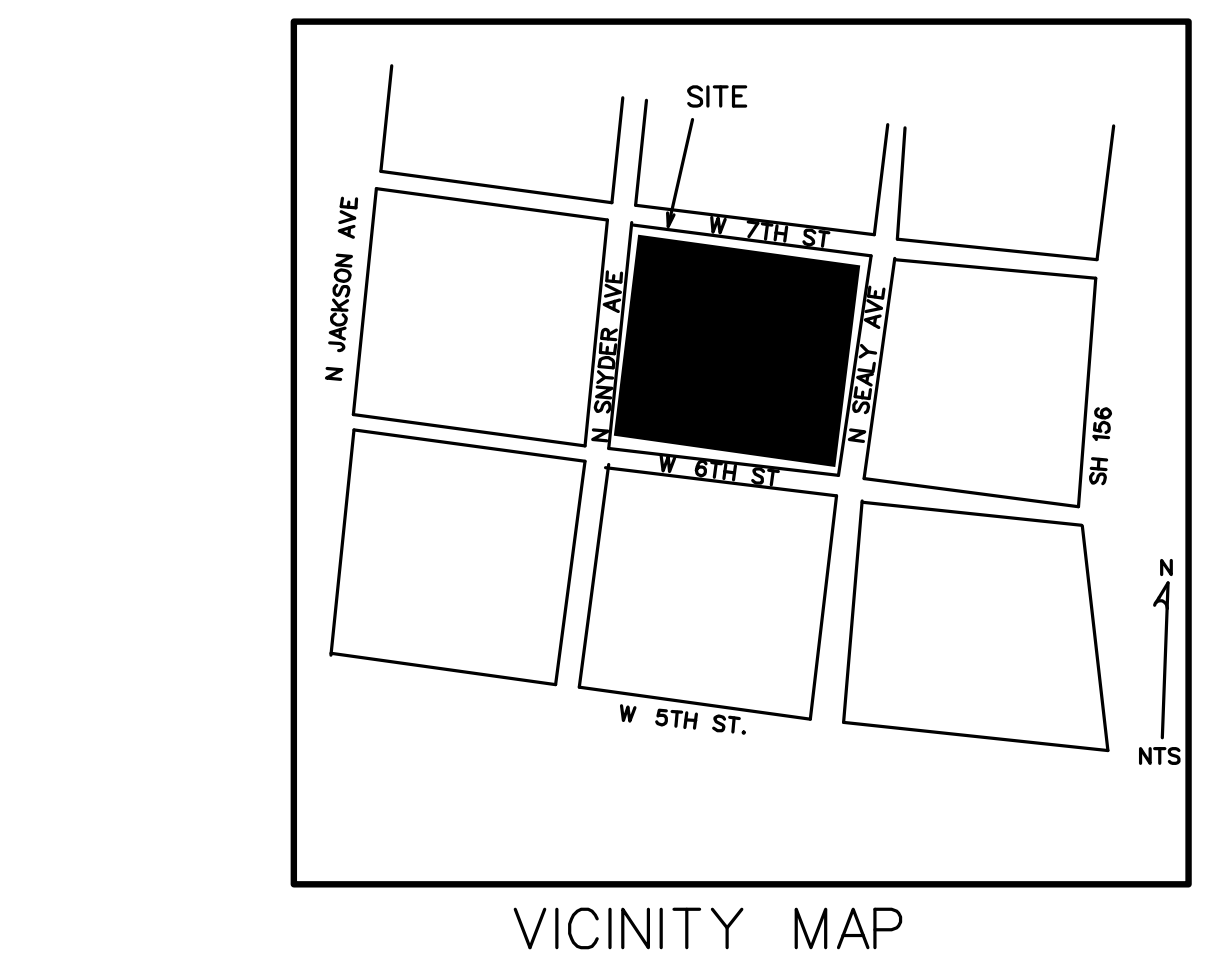
BROOKSON BUILDERS, LLC.

By _____

STATE OF TEXAS
COUNTY OF DENTON
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 whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this ____ day of ____, 2022.

Notary Public in and or the State of Texas



Visibility, access and maintenance easements. The area or areas shown on the plat as "VAM" (visibility, access, and maintenance) easements(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No structure, object, or plant of any type may obstruct vision from a height of twenty-four (24) inches to a height of eleven (11) feet above the top of the curb, including, but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc., in the VAM easement as shown on this plat. The city shall also have the right but not the obligation to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

SURVEYOR'S CERTIFICATE

That I, Jason G. Swaim, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Justin, Texas.

Jason G. Swaim, RPLS *5550

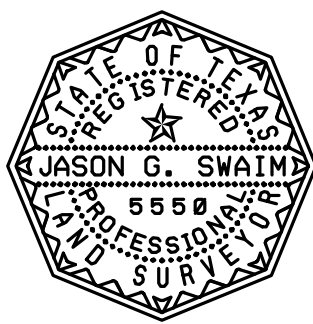
STATE OF TEXAS
COUNTY OF DENTON
Before ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Jason G. Swaim, known to me to be the person whose name is subscribed to this plat.

Given under my hand and seal of office, this ____ day of ____, 2022.

Notary Public in and for the State of Texas.

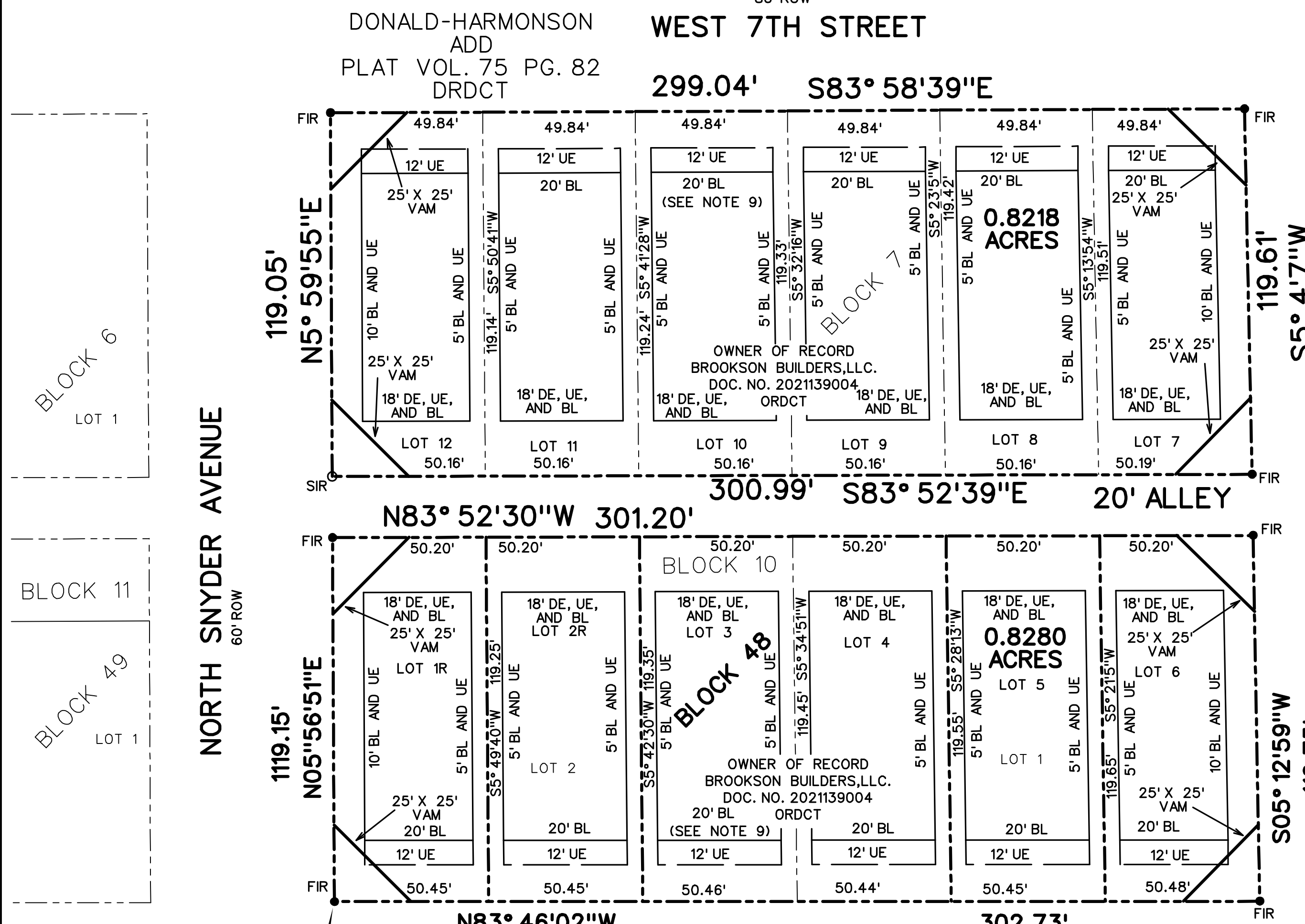
ENGINEER / SURVEYOR
SWAIM ENGINEERING AND SURVEYING
NAME: JASON SWAIM, PE, RPLS
ADDRESS: 506 N. MASON STREET
BOWIE, TEXAS 76230
PHONE: (940)872-5075
FAX: (940)872-4079
EMAIL: jswaim@swaimengineering.com

RECORDING INFORMATION



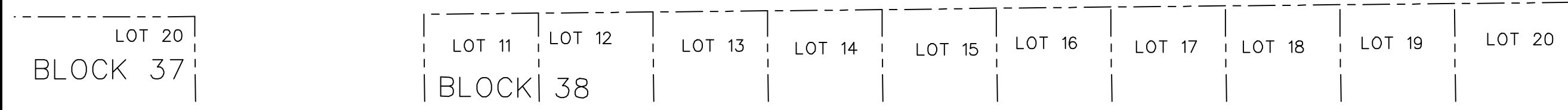
LOTS 1R, 2R, AND 3-12
BLOCK 48
BEING
A
REPLAT
OF
LOTS 1 AND 2
OF BLOCK 48
OF THE ORIGINAL TOWN
OF JUSTIN SUBDIVISION
AND
LOTS 1-6
BLOCK 7
AND
ALL OF BLOCK 10
DONALD HARMONSON ADDITION
TO JUSTIN
DENTON COUNTY, TEXAS

SWAIM PROJECT NO. 21096 7th ST. JUSTIN DCT
MAY 10, 2022



POINT OF BEGINNING

N=7081490.50
E=2336700.17



NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED OVER OR INTO AN EASEMENT. IF ANY BUILDING, STRUCTURE OF PHYSICAL IMPROVEMENT IS WITHIN AN EASEMENT, IT SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER TO REMOVE OR ABATE THE OBSTRUCTION IMMEDIATELY AT THEIR SOLE COST. IF THE OWNER OF THE PROPERTY DOES NOT REMOVE THE OBSTRUCTION, THE CITY MAY REMOVE THE OBSTRUCTION AND FILE A PROPERTY LIEN AND OTHER APPLICABLE FEES AND/OR FINES AGAINST THE PROPERTY.

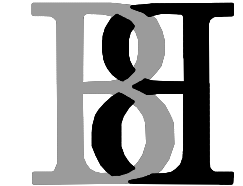
ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION THE FLOODWAY IS PROHIBITED.

CITY OF JUSTIN WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

GENERAL NOTES
1) BASIS OF BEARING WAS ESTABLISHED USING US STATE PLANE 1983, NORTH CENTRAL TEXAS ZONE 4202, NAD 1983, USING GEOID 12A CONUS
2) LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT ENGINEERING SECTION APPROVAL
3) THE PROPERTY DESCRIBED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP PANEL NO. 4812C0485G EFFECTIVE DATE OF APRIL 18, 2011, HEREIN PROPERTY LOCATED IN ZONE X
4) THE PURPOSE OF THIS REPLAT IS TO CREATE 6 LOTS FOR DEVELOPMENT
5) NO STRUCTURES EXIST ON SUBJECT PROPERTY
6) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7) ALL 1/2 INCH IRON RODS SET ARE YELLOW CAPS STAMPED "SWAIM 5550".
8) EXISTING ZONING GB-01; PROPOSED ZONING PD, LOTS 1R, 2R, AND 3-12
9) FRONT 20' B.L. SHALL ALLOW AN 8' PORCH ENCROACHMENT. 10' SIDE LOT B.L. AT CORNER LOTS SHALL ALLOW FOR MECHANICAL EQUIPMENT AND 5' PORCH ENCROACHMENT.
10) ANY IMPROVEMENTS INCLUDING & NOT LIMITED TO CONCRETE DRIVEWAY, SIDEWALKS, PARKING, LANDSCAPING, IRRIGATION OR FENCING WITHIN THE UTILITY EASEMENT MUST BE REPLACED AT THE PROPERTY OWNERS EXPENSE. THE CITY ASSUMES NO LIABILITY FOR ANY DAMAGES THAT MAY OCCUR DURING ANY MAINTENANCE OF THE PUBLIC UTILITIES.

UTILITIES PROVIDED BY:
WATER CITY OF JUSTIN
SANITARY SEWER CITY OF JUSTIN
ELECTRIC ONCOR
GAS ATMOS ENERGY



OWNER/DEVELOPER
BROOKSON BUILDERS LLC.
P.O. BOX 1060
JUSTIN, TX. 76247
OFFICE 817-330-4106

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4

Title: **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against a Site Plan with a variance request to landscaping for the properties legally described as 6th Street Commercial Lots 1-5, Block A. Generally located southwest from the intersection of 6th Street and Topeka Avenue.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request. The consideration is solely on the Applicant's variance requests.

Background:

A Site Plan was submitted to the City last year to add 5 office/warehouse buildings for approximately 12,000 square-feet with 41 parking spaces. The use is permitted by right, however, any deviations from the code requires the application to be forwarded to the Planning and Zoning Commission and City Council. The Applicant is requesting a variance to the landscaping requirements.

NORTH SIDE: The Applicant is requesting to utilize a landscape buffer of 5' in lieu of the required 20'. The Applicant is meeting the majority of the planting density requirements. They are required to plant 4 canopy trees, 6 ornamental trees, and 10 shrubs. They are proposing to plant 3 canopy trees, 9 understory/ornamental, and 38 shrubs.

SOUTH SIDE: No buffer required.

WEST SIDE (Colorado Avenue) and EAST SIDE (Topeka Avenue): The applicant is requesting to utilize an optional buffer yard. The buffer yard required is Buffer Yard E and they are requesting Buffer Yard B.

Buffer Type	Buffer Yard	Canopy trees	Understory	Shrubs
E	20'	4	4	10
B	10'	2	3	10
Applicant Proposed	6'	3	5	15

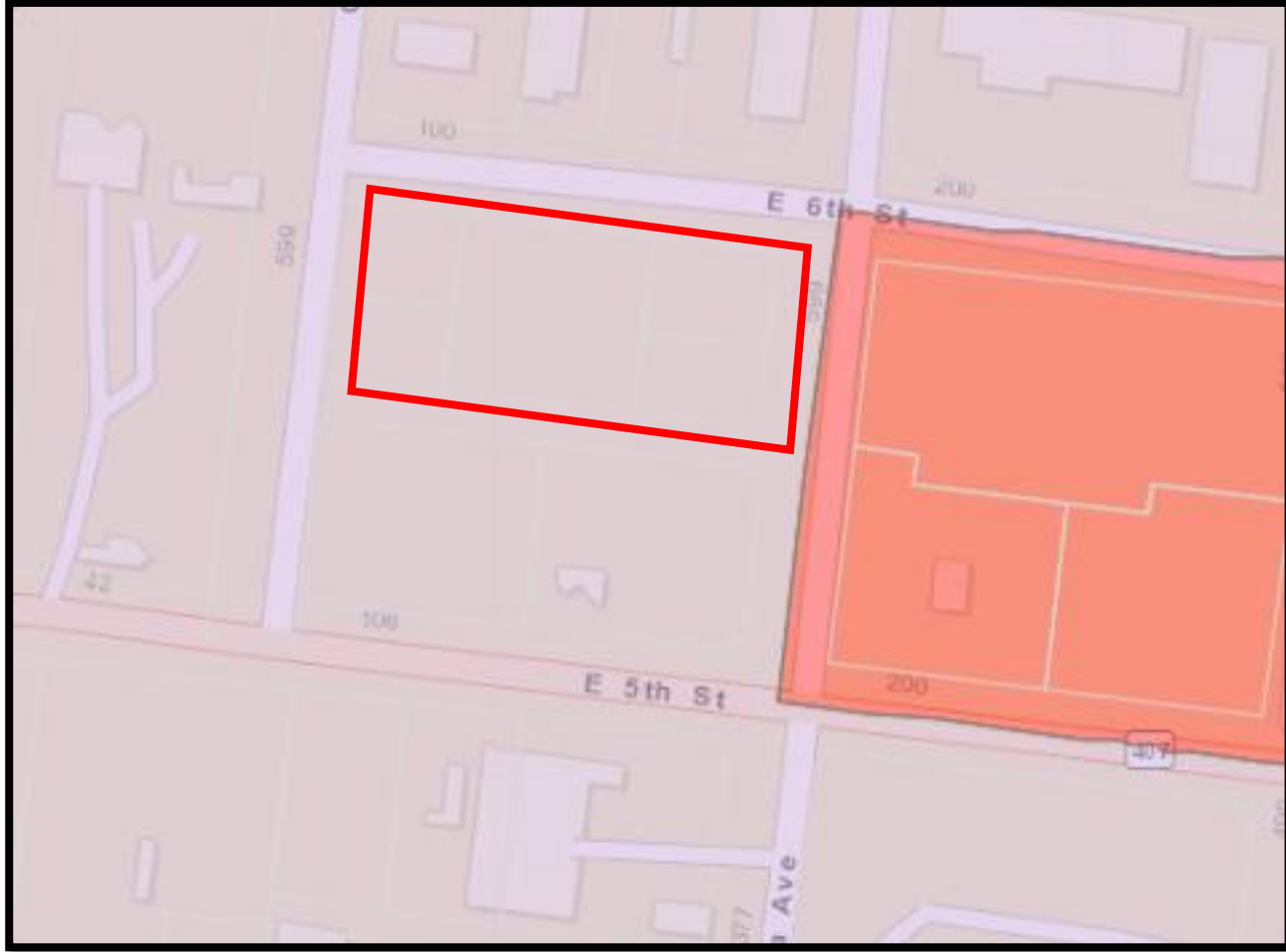
Variance Requests:

1. Utilize a 5' landscape buffer in lieu of the required 20' landscape buffer on the north side and one less required canopy tree.
2. Utilize a 6' landscape buffer in lieu of the required 20' landscape buffer on the east side (Topeka Avenue) and one less required canopy tree. (Optional Buffer B requested)
3. Utilize a 6' landscape buffer in lieu of the required 20' landscape buffer on the west side (Colorado Avenue) and one less required canopy tree. (Optional Buffer B).

P&Z Action: The Commission recommended approval of the variance requests on July 19, 2022.

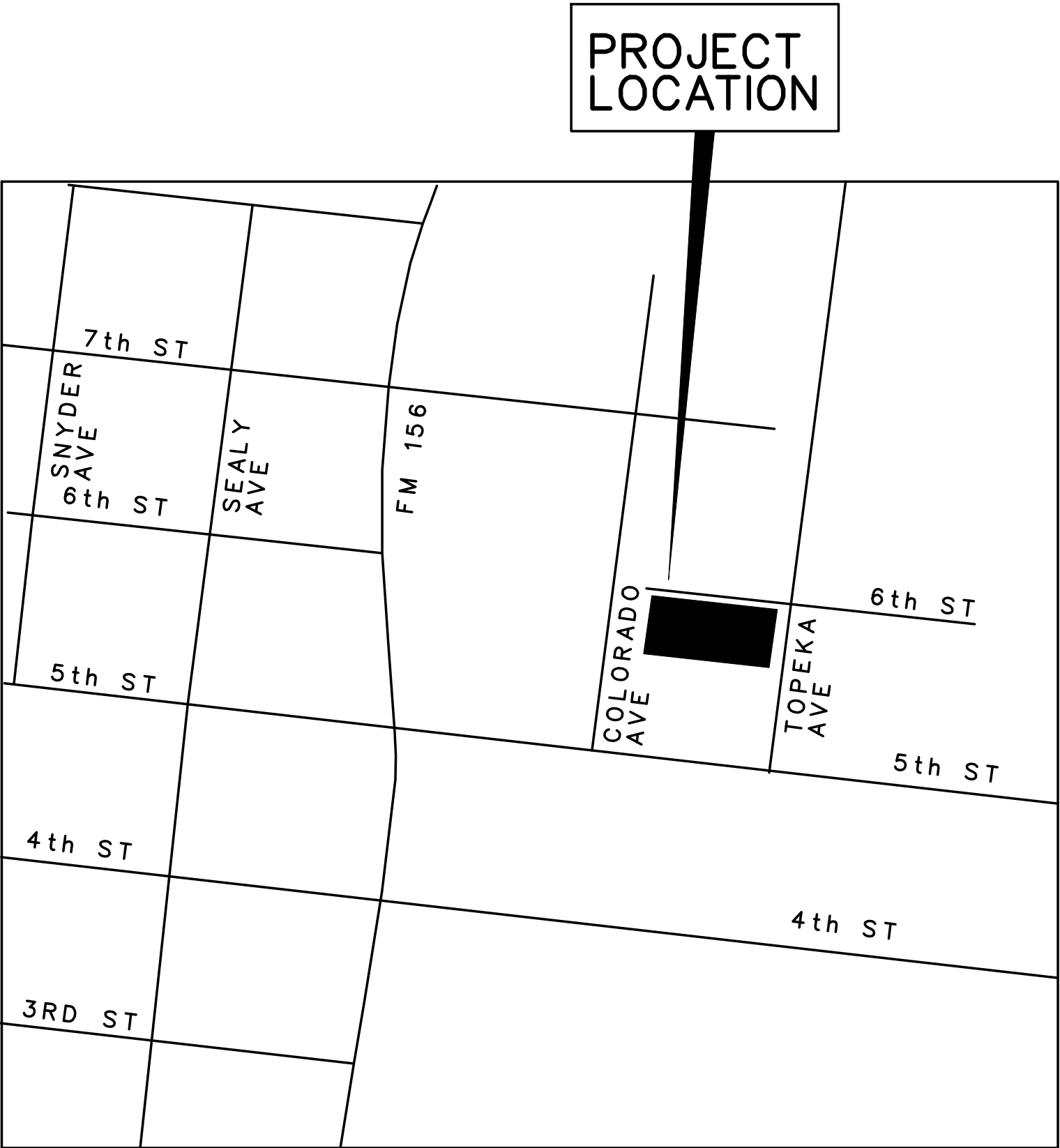
City Attorney Review: N/A





6TH STREET SITE PLAN

BLOCK 40 ORIGINAL TOWN JUSTIN
KNOWN AS LOTS 1-5, BLOCK A
JUSTIN, DENTON COUNTY, TEXAS



VICINITY MAP
N.T.S.

PROJECT LOCATION

6TH STREET, JUSTIN TEXAS
BLOCK 40 BETWEEN COLORADO AVE
AND TOPEKA AVE

SES PROJECT NO. 21061

NOTES AND SUBMITTALS PREPARED:
PRELIMINARY PLANS 75% COMPLETE 6-7-2021
PRELIMINARY PLANS 95% REVISED 10-29-2021
PRELIMINARY PLANS 99% REVISED 12-14-2021
PRELIMINARY PLANS 99% REVISED 5-26-2022

PRELIMINARY

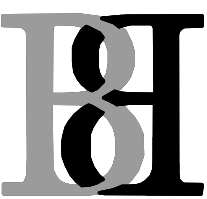


PREPARED BY

SWAIM
ENGINEERING & SURVEYING

Jason Swaim, PE, RPLS
506 N. Mason St.
Bowie, Texas 76230
Phone: (940) 872-5075
Cell: (940) 531-0047
Fax: (940) 872-4079
Email: jswaim@swaimengineering.com

PREPARED FOR



BROOKSON BUILDERS, LLC

P.O. BOX 1060
JUSTIN, TX 76247
CONTACT: BROOKSON BUILDERS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
	COVER SHEET
	REPLAT
C1.0	SITE PLAN
C2.0	PAVING AND GRADING PLAN
C3.0	DEMOLITION PLAN
C4.0	DIMENSION CONTROL PLAN (NOT THIS SUBMITTAL)
C5.0	WATER AND SEWER PLAN
C6.0	DRAINAGE AREA MAP AND COMPUTATIONS
C7.0	GENERAL NOTES
C8.0	SITE DETAILS
C9.0	STORM WATER POLLUTION PREVENTION PLAN
C10.0	SANITARY SEWER PLAN AND PROFILE
	LANDSCAPE PLAN
	BUILDING FLOOR PLAN

THESE CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY OF JUSTIN.
THEY HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE SUBDIVISION RULES AND REGULATIONS.
THIS APPROVAL DOES NOT RELIEVE THE DESIGN ENGINEER OR THE CONTRACTOR FROM THEIR
RESPONSIBILITY FOR THE ACCURACY OR CORRECTNESS OF THE PLANS AND SPECIFICATIONS.
CONSTRUCTION NOT COMMENCED WITHIN ONE YEAR OF SIGNATURE DATE BELOW, SHALL
BE SUBJECT TO ALL REQUIREMENTS AND STANDARDS OF THE THEN EXISTING CITY OF JUSTIN
DEVELOPMENT RULES AND REGULATIONS.

CHAIRPERSON PLANNING AND ZONING COMMISSION: _____

ATTEST, CITY SECRETARY: _____

CITY COUNCIL: _____

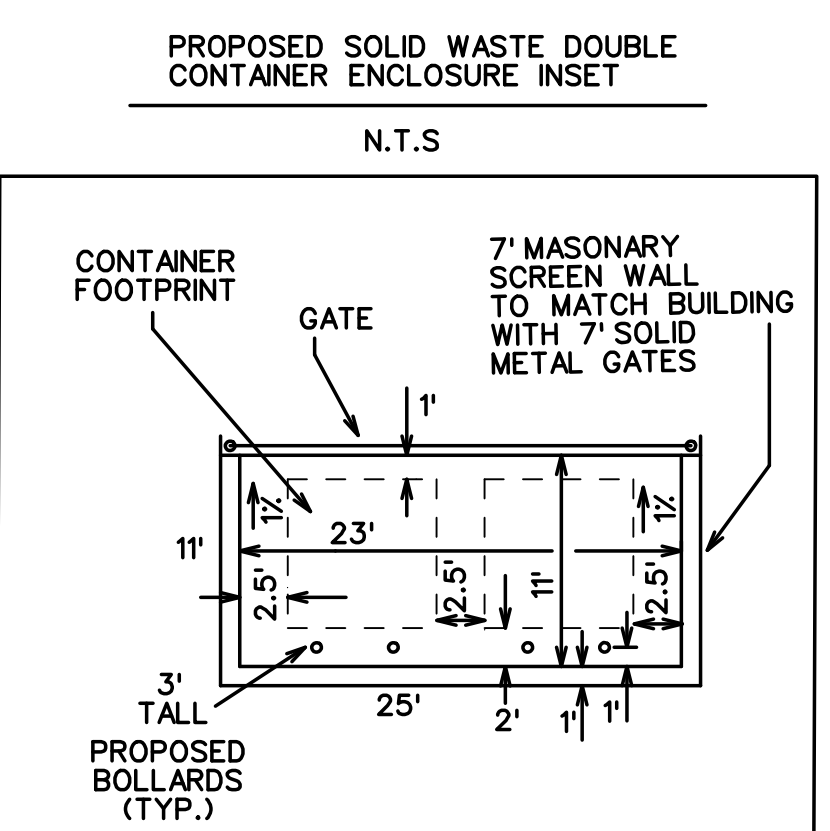
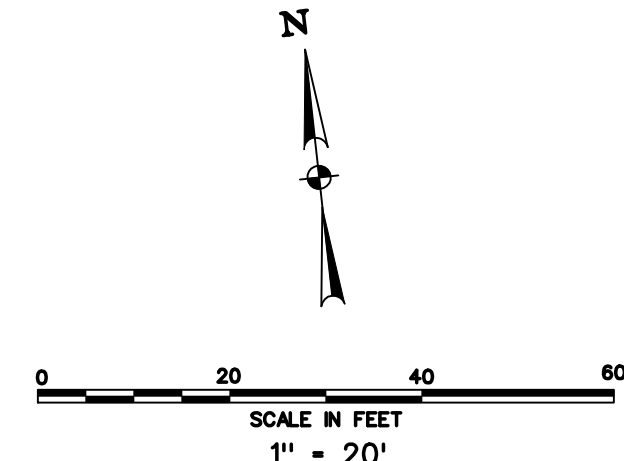
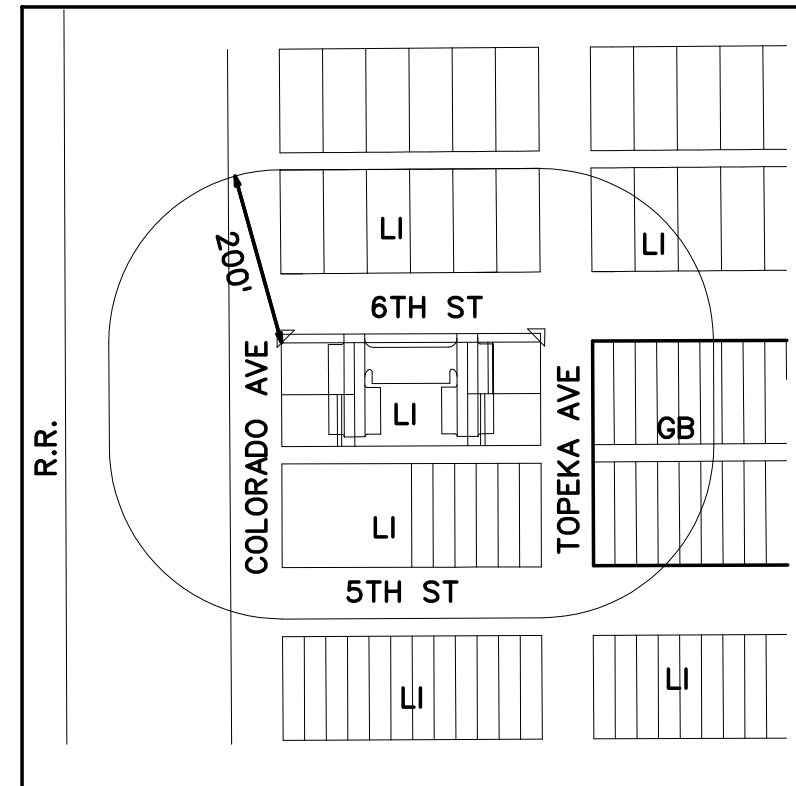
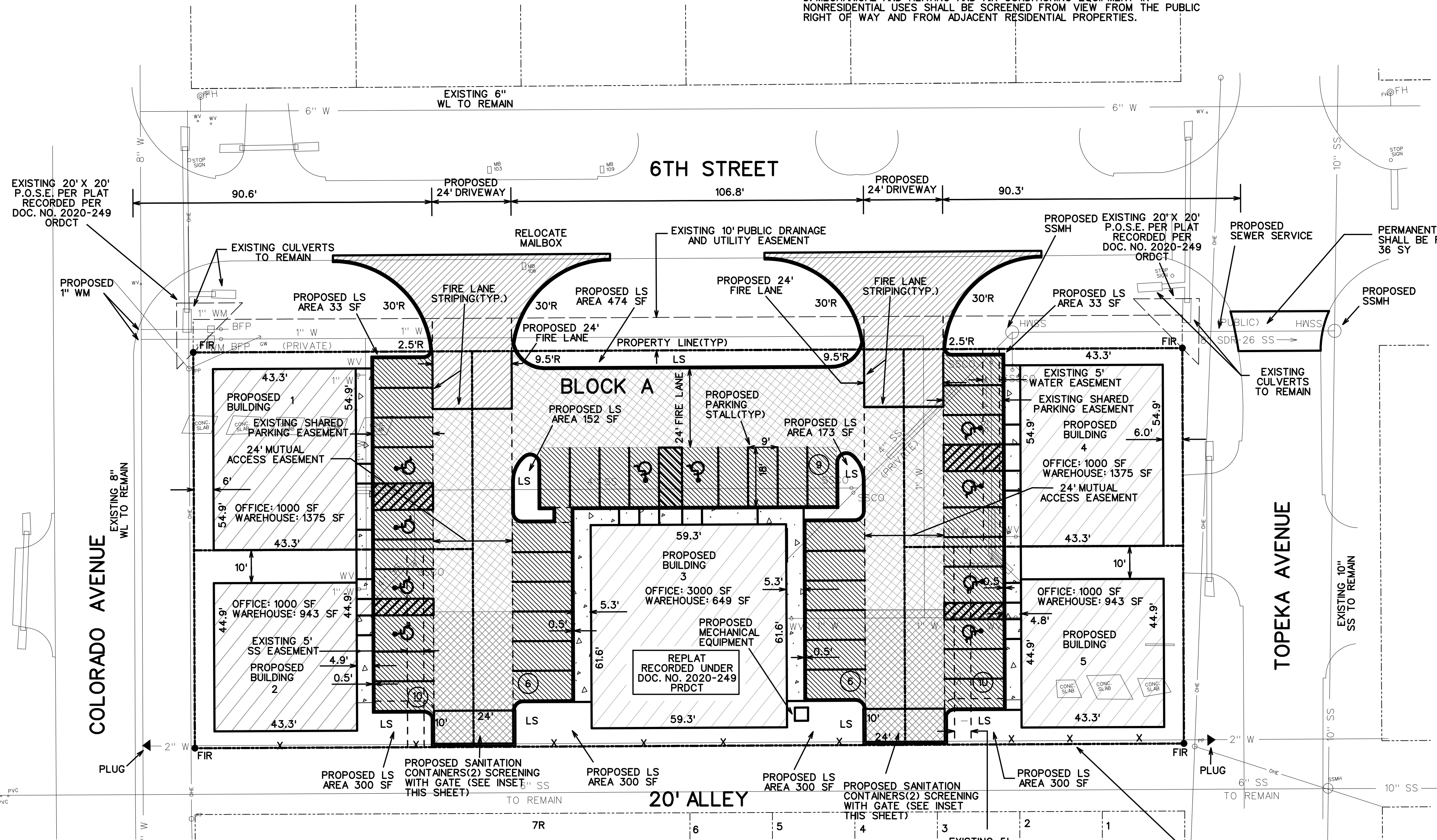
ATTEST, CITY SECRETARY: _____

DATE_____, 20_____

NOTES:
1. THE DEVELOPMENT LOCATION: --- 6TH STREET, JUSTIN, TX 76247, KNOWN AS BLOCK A, ORIGINAL TOWN, JUSTIN, LOTS 1-5.
2. THE PROPOSED USE IS 5 PROFESSIONAL OFFICE BUILDINGS.
3. THE CURRENT ZONING DISTRICT IS LI.
4. THE NET LOT AREA IS 35,965 SF; THE GROSS LOT AREA IS 35,965 SF.
5. THE LOT COVERAGE AREA IS 34%; THE FLOOR AREA RATIO IS 44%.
6. THE BUILDING SIZE IS 15,754 SF; THE BUILDING HEIGHT IS 19.5'; THE TOTAL FLOOR AREA IS 15,754 SF.
7. a. THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALL, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.
b. MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NONRESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT OF WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

8. TOTAL PARKING: 31 OFF STREET, 10 HDOP VA. OFF STREET
9. THERE ARE NO TREES ON SITE.
10. 2" WATER LINE TO BE REMOVED AFTER COMPLETION OF CARWASH PROJECT TO EAST OF PROPOSED SITE.
11. ALL CONCRETE IS CLASS "C".
12. SEE PLAT FOR LOCATIONS OF SHARED PARKING AND ACCESS EASEMENT AREAS

- LEGEND
- PROPOSED CLASS "C" 3600 PSI LIGHT DUTY CONCRETE PAVING
 - PROPOSED CLASS "C" 3600 PSI 7" FIRE LANE PAVING
 - PROPOSED CLASS "C" 3600 PSI MEDIUM DUTY CONCRETE PAVING
 - 8" CLASS "C" 3600 PSI CONCRETE
 - PROPOSED SIDEWALK PAVING 4" CLASS "C" 3600 PSI CONCRETE
 - PROPOSED SPOT GRADE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED STORM DRAIN PIPE
 - PROPOSED GRADE BREAK LINE
 - PROPOSED LANDSCAPE AREA
 - PARKING SPACES
 - PUBLIC OPEN SPACE EASEMENT



BLOCK 40
ORIGINAL TOWN
JUSTIN
PLAT VOL. 32 PG. 522
PRDCT

SITE PARKING SUMMARY				
	PROFES- SIONAL OFFICE AREA (SF) 2.5/1000	WARE- HOUSE AREA (SF) 1/1000	PARKING REQUIRED	PARKING PROVIDED
BUILDING 1	1000	1375	3.9	5
BUILDING 2	1000	943	3.5	5
BUILDING 3	3000	649	8.5	11
BUILDING 4	1000	1375	3.9	5
BUILDING 5	1000	943	3.5	5
ADA (2%)			1	8
ADA (V.A.)			1	2
TOTALS	7000	5285	23.8	41


OWNER / DEVELOPER: **BROOKSON BUILDERS, LLC**
PO BOX 1060
JUSTIN, TX 76247
CONTACT: BROOKS WHITE
817-896-2115

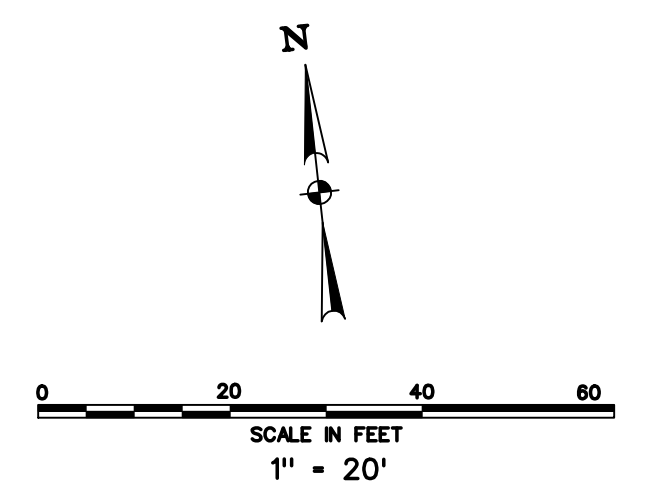
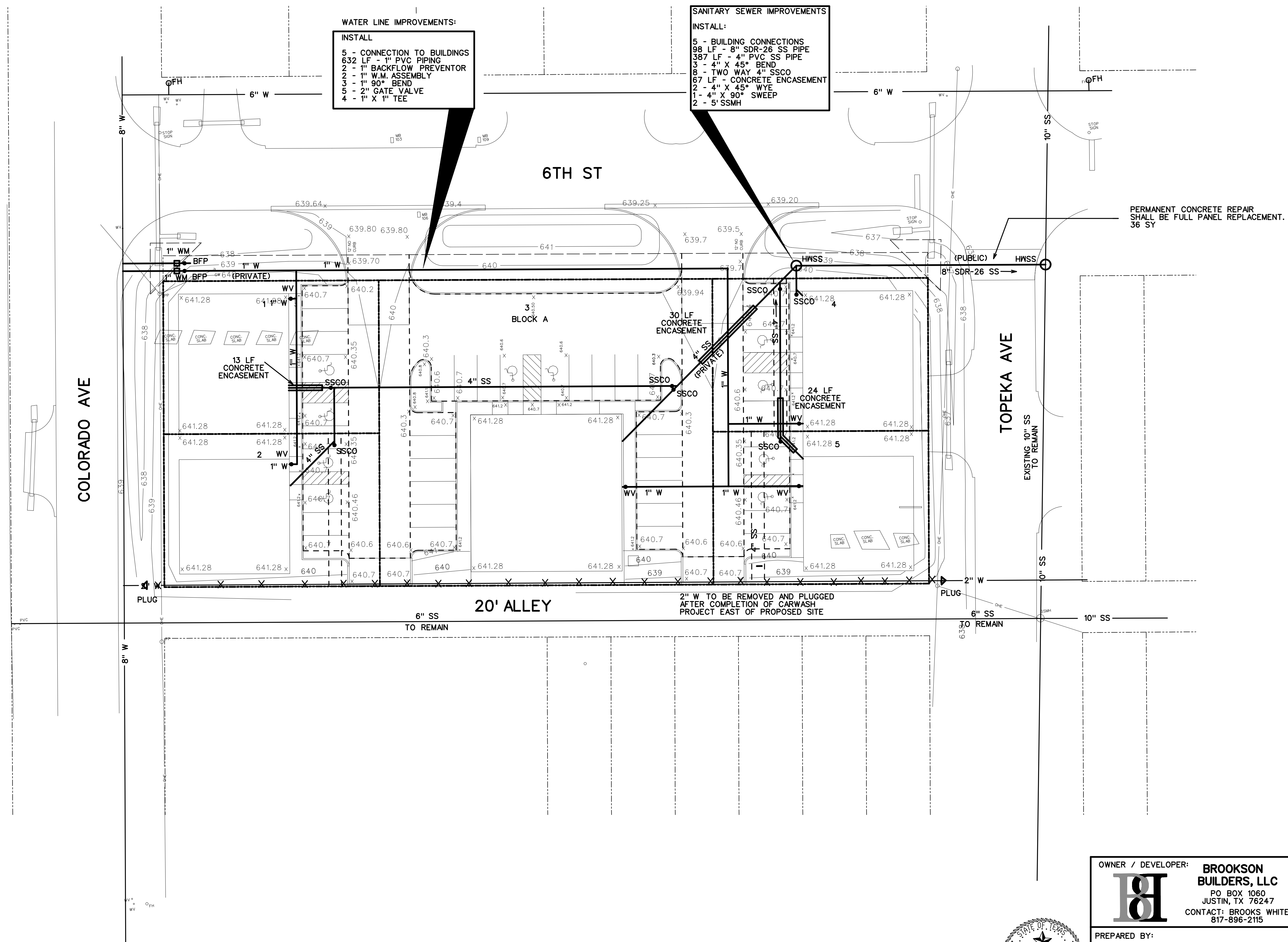
PREPARED BY:
SWAIM
ENGINEERING & SURVEYING
506 N MASON - BOWIE, TX 76230
(940) 872 - 5075



SITE PLAN		
6TH STREET SITE IMPROVEMENTS		
CITY OF JUSTIN, TX		
FILE: SHEET- SITE.DGN	DATE: 05-23-22	C1.0

LEGEND

-----	PROPERTY LINE
<u>6" W</u>	PROPOSED WATER LINE
	WITH SIZE
<u>4" SS</u>	PROPOSED SEWER LINE
----	WITH SIZE
FDC	APPROX. LOCATION OF FDC ON BUILDING
FH	FIRE HYDRANT ASSEMBLY
WV	WATER VALVE ASSEMBLY
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MAN HOLE
	GATE VALVE



6TH STREET SITE IMPROVEMENTS

CITY OF JUSTIN, TX

FILE:SHEET-
UTIL.DGN

DATE:
05-23-22

C5.0

OWNER / DEVELOPER:



**BROOKSON
BUILDERS, LLC**

PO BOX 1060
JUSTIN, TX 76247

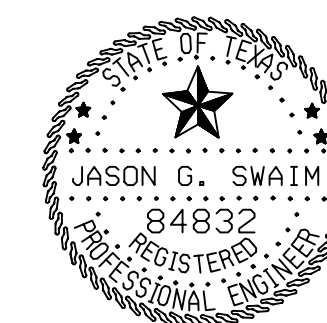
CONTACT: BROOKS WHITE
817-896-2115

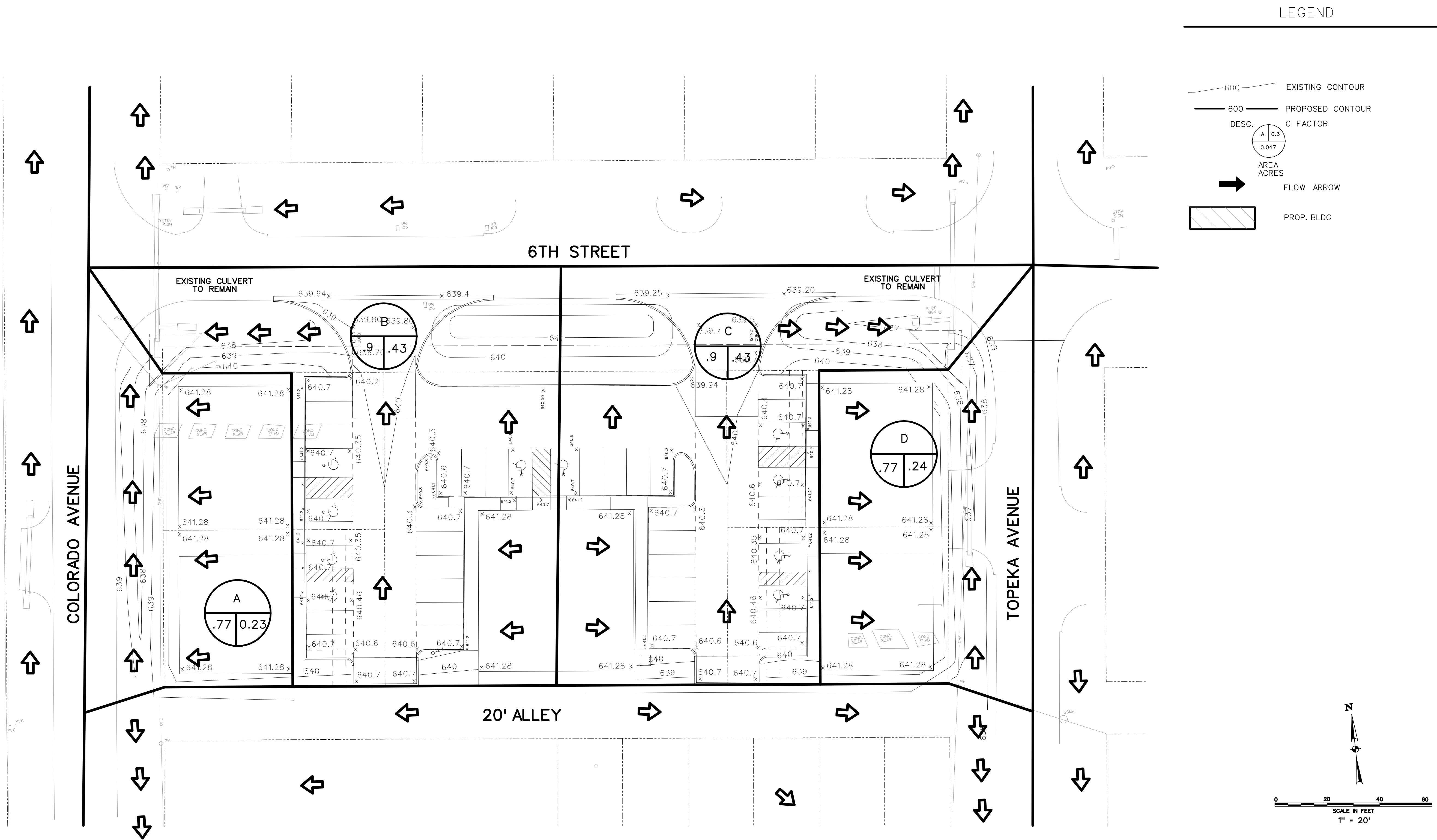
PREPARED BY:

SWAIM

ENGINEERING & SURVEYING

506 N MASON - BOWIE, TX 76230
(940) 872 - 5075





DRAINAGE COMPUTATIONS
SES 21086 - 6TH STREET SITE - BROOKSON BUILDERS

AREA NO.	AREA (SF)	AREA (AC.) A	RO COEF C (EX)	RO COEF C (PR)	INT 10 YR I (10)	INT 50 YR I (50)	INT 100 YR I (100)	EXIST RO 10 YR Q (10)	EXIST RO 50 YR Q (50)	EXIST RO 100 YR Q (100)	PROPOSED RO 10 YR Q (10)	PROPOSED RO 50 YR Q (50)	PROPOSED RO 100 YR Q (100)	DESCRIPTION OF OUTFALL
A	10152	0.23	0.55	0.77	7.9	10.5	11.6	1.01	1.35	1.49	1.42	1.88	2.08	TO DITCH
B	18875	0.43	0.55	0.9	7.9	10.5	11.6	1.88	2.50	2.76	3.08	4.09	4.52	TO DITCH
C	18554	0.43	0.55	0.9	7.9	10.5	11.6	1.85	2.46	2.72	3.03	4.03	4.45	TO DITCH
D	10581	0.24	0.55	0.77	7.9	10.5	11.6	1.06	1.40	1.55	1.48	1.96	2.17	TO DITCH
OVERALL		1.34						5.80	7.71	8.52	9.00	11.97	13.22	



OWNER / DEVELOPER: **BROOKSON BUILDERS, LLC**
PO BOX 1060
JUSTIN, TX 76247
CONTACT: BROOKS WHITE
817-896-2115

PREPARED BY: **SWAIM**
ENGINEERING & SURVEYING
506 N MASON - BOWIE, TX 76230
(940) 872 - 5075

DRAINAGE AREA MAP
AND COMPUTATIONS

6TH STREET SITE
IMPROVEMENTS

CITY OF JUSTIN, TX

FILE:SHEET-
DAMAP.DGN

DATE:
05-23-22

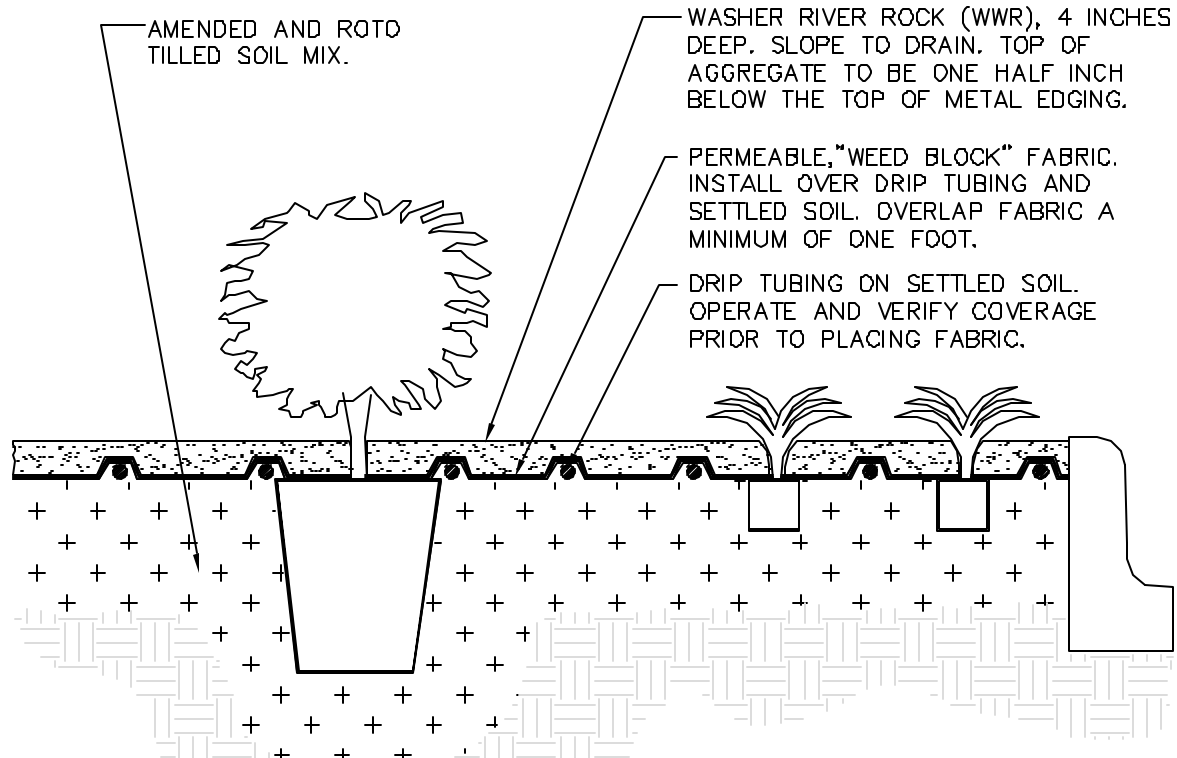
C6.0

LANDSCAPE NOTES:

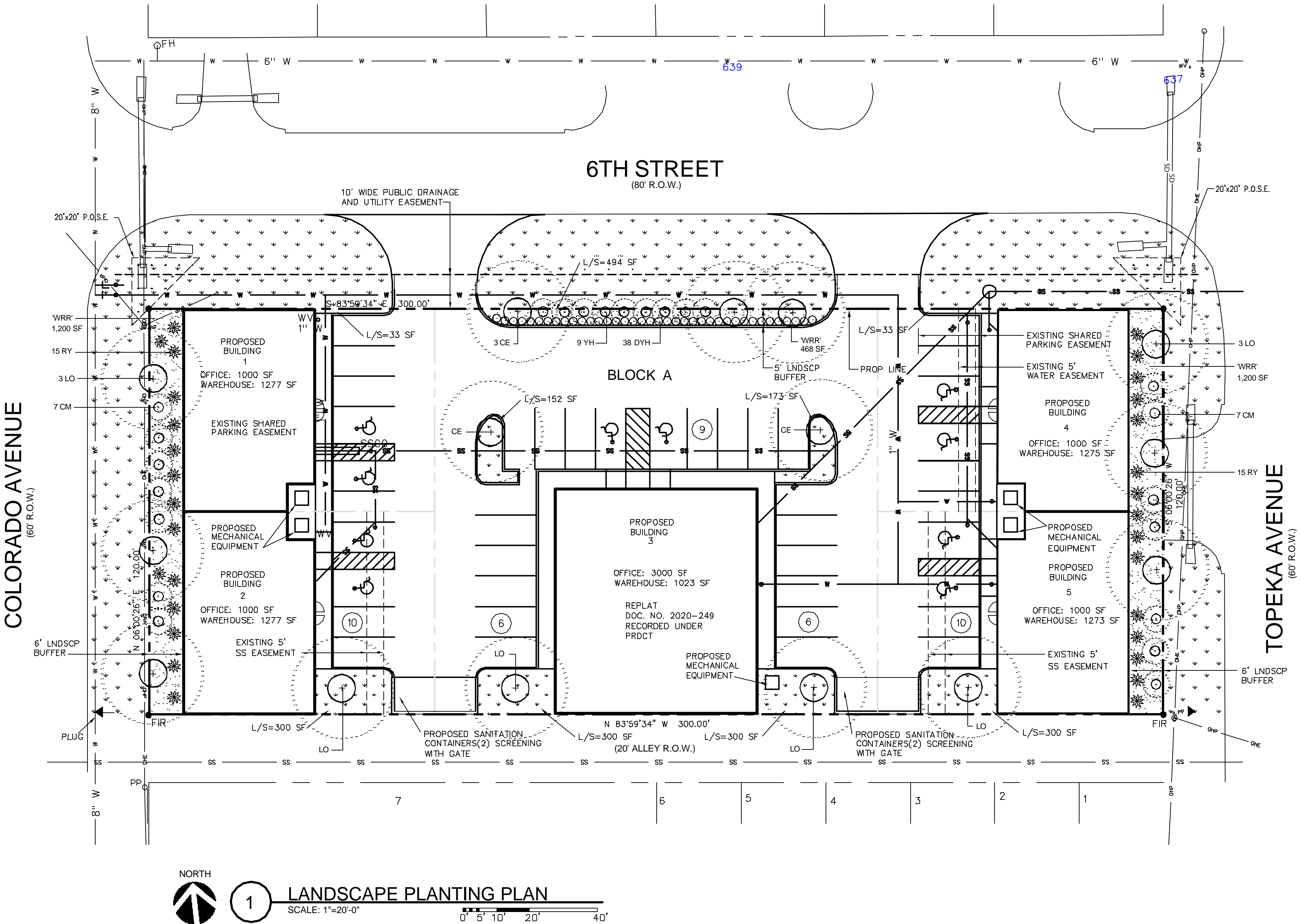
01. ALL LANDSCAPE REQUIREMENTS AND UNDERGROUND IRRIGATION SYSTEM WILL CONFORM TO THE LOCAL CITY ORDINANCE AND DESIGN STANDARDS AND ANY REQUIREMENTS OF THE STATE, IF APPLICABLE.
02. NO PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
03. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, CABLES, STRUCTURES AND LINE RUNS.
04. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES BASED ON THE DRAWING(S) AND ACTUAL FIELD DIMENSIONS. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE OWNER(S) AND SHALL NOT BE CONSIDERED ABSOLUTE. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
05. NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARISE DURING THE CONSTRUCTION PERIOD. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN TO OWNER WILL RESULT IN THE CONTRACTOR'S LIABILITY TO REDO WORK AS NECESSARY TO ACHIEVE THE DESIGN INTENT.
06. PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT THE PROJECT SITE AND ON ADJACENT PROPERTIES, EXCEPT THOSE INDICATED TO BE REMOVED OR ALTERED. ALL AREAS DISTURBED BY DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION INCLUDING: PAVEMENTS, LANDSCAPE AREAS, IRRIGATION AND LIGHTING.
07. PROVIDE MEASURES AS REQUIRED TO PREVENT EROSION AND DISCHARGE OF SOIL-BEARING RUNOFF AND AIRBORNE DUST TO UNDISTURBED AREAS AND ADJACENT PROPERTIES, SIDEWALKS, STREETS, AND OTHER PAVED SURFACES.
08. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR INSTALLATION.
09. NOTIFY THE LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM THE LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED PRIOR TO ALTERING THE LAYOUT.
10. TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BALL, TRUNK, OR LOOSEN TRUNK FROM BALL. TREE TRUNKS ARE TO BE PLANTED STRAIGHT AND MAY BE REQUIRED BY THE OWNER AND/OR THE LANDSCAPE ARCHITECT TO BE STAKED.
11. WHERE NEWLY PLANTED TREES ARE NOT ABLE TO STAND ON THEIR OWN, TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM. THE SYSTEM SHALL SECURELY ANCHOR THE ROOT BALL, WHILE ALLOWING THE TRUNK AND CROWN TO MOVE NATURALLY. THE SYSTEM SHALL NOT USE MATERIALS AND METHODS THAT PENETRATE OR DAMAGE THE ROOT BALL. ABOVE GRADE STAKING SYSTEMS SUCH AS "T" POSTS WITH WIRES, HOSES, STRAPS, OR GUY WIRES WRAPPED AROUND THE TREE TRUNK SHALL NOT BE ALLOWED UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT.
12. ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS AND MATCHING CHARACTER AND BRANCHING STRUCTURE.
13. ALL TREE LOCATIONS SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
14. FINAL LOCATIONS OF PLANT MATERIAL IS SUBJECT FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
15. PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT AREA. NO PONDING OR STANDING WATER IS ACCEPTABLE.
16. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL BUILDINGS.
17. AT NO TIME WILL ANY PLANT MATERIAL BE ALLOWED TO SETTLE BEYOND THE TOP OF THE ROOT FLARE OR POTTED SOIL LINE. SHOULD PLANT MATERIAL SETTLE, THE PLANT(S) WILL BE REPLANTED AT THE PROPER HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
18. ALL PROPOSED BED AREAS SHALL BE TILLED TO A DEPTH OF SIX INCHES (6"), ADDING A THREE INCH (3") MINIMUM LAYER OF ORGANIC COMPOST DURING THE PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT THREE INCHES (3") ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
19. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING 1/8" X 4" STEEL EDGING, PAINTED GREEN. ALL ENDS OF STEEL EDGING RUNS SHALL HAVE A RADIUS OR 45 DEGREE ANGLE TO ELIMINATE SHARP EDGES. HAND FILING MAY BE REQUIRED TO ACHIEVE A SMOOTH EDGE.
20. TRIM STEEL EDGING AT A 45 DEGREE ANGLE WHEN EDGING INTERSECTS WITH A WALK OR CURB, DO NOT INSTALL EDGING ALONG CURBS OR WALKS.
21. ALL LANDSCAPE BEDS SHALL RECEIVE A TWO INCH (2") TOP DRESS LAYER OF HARDWOOD MULCH AND ALL TREE WELLS SHALL RECEIVE A THREE INCH (3") LAYER OF SHREDDED HARDWOOD MULCH. DO NOT COVER ROOT FLARE.
22. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
23. TURF AREAS SHALL BE CLEAN OF DEBRIS AND RAKED (GRADED) SMOOTH PRIOR TO HYDROMULCH OR SOD INSTALLATION. LANDSCAPE CONTRACTOR TO RECEIVE GRADE WITHIN APPROX. 1/10th OF FINAL GRADE.
24. OWNER RESPONSIBLE TO PROVIDE ELECTRICAL SERVICE FOR THE IRRIGATION SYSTEM, WHICH INCLUDES A HARDWIRE OF 110 VOLTS AT MINIMUM FOR THE CONTROLLER.
25. ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS PER THE CITY STANDARDS.
26. ALL LIGHT POLES MAY NOT BE SHOWN ON THE PROJECT SITE OR ADJACENT PROPERTIES. IF A PROPOSED TREE IS IN CONFLICT WITH ANY LIGHT OR UTILITY POLE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT, TO DETERMINE OPTIONS, PRIOR TO PLANTING.
27. ALL PLANTS AND TREES ARE TO CONFORM TO AMERICAN ASSOCIATION OF NURSERYMEN AND TEXAS ASSOCIATION OF NURSERYMEN STANDARDS.
28. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY LANDSCAPE MATERIAL ON SITE.

MAINTENANCE NOTE:

- Sec. 52-212.- Maintenance.
- (a) *General.* The owner, tenant and the agent, if any, shall be jointly and severably responsible for the maintenance of all landscaping and irrigation. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. All irrigation heads or lines that are broken and flow water shall be replaced or repaired immediately to prevent the waste of water.
- (b) *Plant replacement.* The owner shall be responsible for replacing all plant materials which shows dead branching over 75 percent or more of the normal branching pattern and repair irrigation system for a period of one year from the date of issuance of the certificate of occupancy. Plant materials that die shall be replaced with plant material of similar variety and similar initial size. The owner shall make such necessary replacements within 30 days of notification by the city.



2 PLANTING DETAIL W/
AGGREGATE TOPPING - 'WWR'
NOT TO SCALE



PLANT MATERIAL SCHEDULE			
KEY	QUAN.	COMMON NAME	BOTANICAL NAME
SPECIFICATIONS			
LARGE CANOPY TREES			
CE	5	CEDAR ELM	Ulmus crassifolia
LO	10	LIVE OAK	Quercus virginiana
ORNAMENTAL TREES			
CM	14	CRAPE MYRTLE-WHITE	Lagerstroemia indica
YH	9	YAUPON HOLLY	Ilex vomitoria
SHRUBS			
DYH	38	DWARF YAUPON HOLLY	Ilex vomitoria 'nana'
RY	30	RED YUCCA	Hesperaloe parvifolia
TURF GRASS			
BG.		BERMUDA GRASS	Cynodon dactylon
			solid sod

Don C. Wheeler

Landscape Architect

Landscaping Architecture

Planning

Irrigation Design

Port Worth, Texas 76147

don@dcwla.com

2

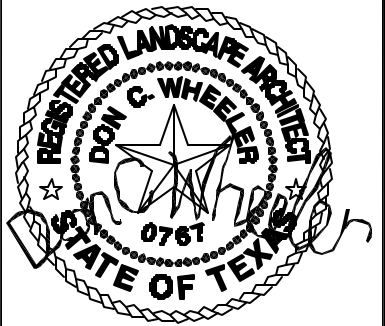
DCW

Don C. Wheeler

Landscape Architect

P.O. Box 470865

Office 817.335.1403



05/10/2022

D.C.W./L.A. PROJECT NO:
2K19-18

6TH STREET COMMERCIAL
JUSTIN, TEXAS

LANDSCAPE PLAN

REVISIONS				DESCRIPTION
				BY
				DATE
SHEET NO:				L1.0
				OF 4 L SHEETS

MANDATORY LANDSCAPE REQUIREMENTS:

STREET BUFFER YARD 'E'
REQUIRED MINIMUM DEPTH: 10 FEET
REQUIRED CANOPY TREES: 1 PER 100 FEET
REQUIRED ORNAMENTAL TREES: 2 PER 100 FEET
REQUIRED SHRUBS: 8 PER 100 FEET

6 TH STREET- (4' BUFFER) 300'
3 CANOPY TREES REQ'D. 3 PROVIDED.
6 ORNAMENTAL TREES REQ'D 6 PROVIDED
24 SHRUBS REQ'D 38 PROVIDED

STREET BUFFER YARD 'B'
REQUIRED MINIMUM DEPTH: 10 FEET
REQUIRED CANOPY TREES: 2 PER 100 FEET
REQUIRED ORNAMENTAL TREES: 3 PER 100 FEET
REQUIRED SHRUBS: 10 PER 100 FEET

COLORADO DRIVE - (6' BUFFER) 120'
3 CANOPY TREE REQ'D. 3 PROVIDED.
4 ORNAMENTAL TREES REQ'D 5 PROVIDED
12 SHRUBS REQ'D 15 PROVIDED

TOPEKA AVENUE - (6' BUFFER) 120'
3 CANOPY TREE REQ'D. 3 PROVIDED.
4 ORNAMENTAL TREES REQ'D 5 PROVIDED
12 SHRUBS REQ'D 15 PROVIDED

PARKING LOT LANDSCAPING:
10 SF PER PARKING SPACE. 50 SPX10 = 500 SF
1,525 SF PROVIDED.
1 TREE PER 16 SPACES. 50/16 = 3 TREES REQ'D
6 TREES PROVIDED

PLANTING SPECIFICATIONS

- PART 1—GENERAL
- 1.01 SCOPE: Perform all work required to complete the landscaping as indicated by the Contract Documents and furnish all supplementary items necessary for its proper installation.
- 1.02 DESCRIPTION OF WORK: Work includes the preparation of bed areas; the fine grading and preparation of grass areas; the installation of metal edging; the planting of trees, shrubs and grass sod and grass seed (hydromulched).
- 1.03 APPLICABLE STANDARDS:
- A. American Standards for Nursery Stock, ANSI Z60.1, or latest addition.
 - B. American Joint Committee on Horticulture Nomenclature, 1942 Edition of standardized Plant Names.
- 1.04 SPECIAL LANDSCAPE PROVISIONS:
- A. Water: Provided by Owner. Contractor shall not deliver plant material to the site or install material until the new irrigation mainline has been routed and quick coupler valves have been installed and are working.
 - B. Guarantee:
 - 1. All plants shall be guaranteed for a twelve-month period after final acceptance. the contractor shall replace all dead materials, or plants that are not in vigorous, thriving condition as soon as weather permits and on notification by the Owner. Plants, including trees, which have partially died so that shape, size or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - 2. Plants used for replacement shall be the same kind and size as those original planted, and they shall be planted as originally specified. All work, including materials, labor and equipment used in replacements shall be at no cost to the Owner. Any damage, including ruts in the lawn or bed areas, incurred in making replacements shall be immediately repaired.
 - 3. At the direction of the Owner, plants may be replaced at the start of the next year's planting season, but in some cases dead plants shall be removed from the premises.
 - 4. The Owner agrees that for the guarantee to be effective, he will continue watering plants at least twice each week during dry periods after final inspection.
 - 5. This guarantee does not apply where plants die after final acceptance because of injury by hail, freeze, insects, diseases or vandalism. - C. Acceptance of the Work: Final acceptance of the work under this Contract may be given when all plants are placed as specified and in the locations shown on the plan, provided the plants are in a finished, completed and undamaged condition.
 - D. Maintenance (General): The contractor shall maintain all plant material under this Contract by watering, cultivating, spraying and replacing as necessary to keep plants in a vigorous, healthy condition, and shall rake bed areas as may be required to keep them neat until final acceptance.
 - 1. Watering: As necessary to keep the top two inches (2") of soil moist.
 - 2. Weeding: Shall consist of hoeing out or by hand removal of all weeds including foreign grasses over all newly planted areas at least twice each week.
- 1.05 LOCATION OF AND DAMAGE TO EXISTING UTILITIES: The Landscape Contractor is responsible for locating underground obstacles. The Contractor shall exercise caution to prevent damage to existing facilities during the progress of the construction work, taking care to locate same, where possible, in advance of the actual work. The Architect will render all assistance possible to the Landscape Contractor in the matter of determining the location of existing utilities making records and other information as may be required and accessible to him when requested to do so, but the accuracy of such information will not be guaranteed. The Landscape Contractor shall be responsible for all damage to existing utilities resulting from his operations. Should the underground utility, structure, etc. the location of which has not been furnished to him by the Architect, he shall bring such conditions to the attention of the Architect for his determination of the method to remove and replace or bypass such obstructions. After determination by the Architect, Contractor will proceed with which ever method was chosen at no additional cost to the Owner.
- PART 2—PRODUCTS
- 2.01 PLANTS (GENERAL):
- A. Plant names scheduled, shall conform to referenced standards. Minimum size and quantity standards shall be a recognized standard of a nursery or organization affiliated with the American Association of Nurserymen for extra heavy grade unless otherwise specified. Nursery stock shall be first quality, sound, healthy, vigorous, well branched and densely foliated. All plants shall be well-formed, No. 1 grade or better stock and shall meet the applicable standards noted herein. Plants shall be free of disease, insect pests (including fire ants), eggs or larvae, and with healthy well-established root systems. All plants shall be subject to rejection by the Owner's Representative and shall remain the property of the Contractor until final acceptance.
 - B. Plants shall conform to measurements shown on the plan. Measurements specified shall be the minimum size for each variety.
 - C. Plants meeting requirements specified but not having a normal balance between height and spread will be rejected. Plants which are found unsuitable in growth or in unhealthy, badly shaped or undersized condition when examined by the Landscape Architect either before or after planting, shall be removed.
 - D. Measure plants and tree trunks when branches are in their normal position. Specified dimensions for height and spread refer to the main body of plant and not to branch tip. No pruning of branches to obtain the required height shall be done before the plants are delivered to the site, unless approved by the Landscape Architect.
 - E. Nursery-grown plants shall mean plants which are healthy, vigorous plants, lined out in rows in a nursery and which are annually cultivated, sprayed, pruned and fertilized in accordance with good horticultural practices.
 - F. Plants larger in size than specified may be used if approved by the Landscape Architect. If use of larger plants is approved, their root ball shall be increased in proportion to size of plant.
 - G. Plants designated "B&B" (balled and burlapped) shall have firm, natural balls of earth of sufficient diameter and depth to encompass fibrous and feeding root systems necessary for full recovery of plant. Broken or cracked balls shall be rejected. Soft or undersized balls are subject to rejection. Minimum size of ball shall be 10" of ball per inch of caliper.
 - H. Cover balls of B&B plants, which cannot be planted immediately upon delivery with moist soil, mulch or other protection from drying winds and sun. Water plants as necessary until planting.
 - I. Do not bind plants with wire or rope so as to damage bark or break branches.
 - J. Shrubs shall be healthy, vigorous, bushy, wellbranched, of normal habit of growth for the species and shall be free from disease, insect eggs and larvae. These plants shall be measured with their branches in the normal position.
 - K. Substitutions are not permitted. If proof is submitted that a plant is not obtainable, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of contract price. Notification of possible substitutions shall be made within 30 days after award of contract.
- 2.02 SOIL PREPARATION:
- A. Planting Mixture: The existing soil excavated from shrub and tree pits shall be used for backfill. Remove any large rocks, roots and other debris from the excavated soil. Mix 1-part soil with 1-part "Back to Earth" soil conditioner, or approved equal. If the excavated soil consists primarily of clay, rocks or other materials unsuitable for use as a growing medium, remove the excavated soil from the site and use imported sandy loam soil for backfill. Contractor shall use existing soil from all tree and shrub holes before importing any new soil. Contractor shall provide a unit cost per placed yard of soil at the time of bidding. If additional soil is needed during the work, the Contractor shall supply an estimated quantity needed to be approved by the Owner.
 - B. Planting Mixture — Annuals and Perennials: Shall be 50% BACCTO Potting Soil, 25% "Back to Earth" soil conditioner, and 25% sandy loam soil. Thoroughly mix all ingredients prior to placement in flower bed area.
 - C. Sandy Loam Soil: Shall be natural fertile agricultural soil capable of sustaining vigorous plant growth. Soil shall have a uniform composition without admixtures of heavy subsoil or clay and shall have a cation exchange capacity (CEC) of between eight (8) and twelve (12) and a pH range of between 6.0 and 7.3. It shall be free of toxic plants, lumps, roots, sticks and other extraneous matter.

- 2.03 ADDITIONAL MATERIALS:
- A. Contact Herbicide: Shall be Roundup as manufactured by Monsanto, or an approved equal. Follow directions for use.
 - B. Steel Edging: shall be Pro-Steel, or approved equal, 1/8" thick and with a width of 4", painted green.
 - C. Top Dressing: shall be coarse shredded pine bark or cypress mulch.
 - D. Tree Stakes: Shall consist of the materials and installed as shown on the tree staking detail, on the plan.
- PART 3—EXECUTION
- 3.01 CONDITION OF SURFACES: Landscape Contractor shall fine grade all bed areas as necessary to ensure proper drainage to 1" below top edge of all curbs and walks.
- 3.02 BED PREPARATION:
- A. Preparation of Planting holes for Trees: Planting holes may be dug by hand or mechanical means. Planting holes shall have a minimum horizontal dimension of 2 times the specified diameter of the B&B plants and the containerized plants. Planting holes shall be excavated to a depth of the height of the ball or the container. Where holes are dug with an auger and the sides of the holes become plastered or glazed, surface shall be sacrificed.
 - B. Preparation of Shrub Beds:
 - 1. Stake and outline the perimeter of the shrub beds. Apply Roundup herbicide on existing grasses and weeds within the outlined beds. Spray only under ideal conditions (0 mph wind), and as directed by the manufacturer's instructions. Contractor shall remain on site until the spray mixture has dried. Do not spray or allow spray mist to drift beyond the perimeter outline of the proposed bed area.
 - 2. After the existing grasses and weeds have died, rototill or scarify the bed areas. Rake and remove the blades, stalks and root systems of the dead plant material from the site.
 - 3. Evenly spread 3" minimum of "Back to Earth" or equal, soil conditioner within the bed areas. Rototill conditioner into the existing soil to a minimum depth of 12". Remove large rocks and other debris from the site.
 - 4. Fine grade the bed areas for positive drainage. Top of bed after tilling shall be 2" below adjacent walks or curb. Install Steel Edging in straight horizontal alignment. Top of edging shall be 1" above top of adjacent lawn areas, after mowing. Ends of the edging shall be tapered and cut at a 30 degree angle, or, installed so that the top of edging is flush with the top of walk or curb. Any other condition that may occur during installation that results in a sharp edge being exposed, shall be modified by the contractor to eliminate the sharp edge. - B. Preparation of Annual and/or Perennial Beds:
 - 1. Stake and outline the perimeter of the flower beds. Apply Roundup herbicide on existing grasses and weeds within the outlined beds. Spray only under ideal conditions (0 mph wind), and as directed by the manufacturer's instructions. Contractor shall remain on site until the spray mixture has dried. Do not spray or allow spray mist to drift beyond the perimeter outline of the proposed bed area.
 - 2. After the existing grasses and weeds have died, remove six inches, (6") of the existing soil.
 - 3. Evenly spread six inches, (6") of the pre-mixed soil into the bed areas.
 - 4. Fine grade the bed areas for positive drainage. Top of bed after tilling shall be 2" below adjacent walks or curb. Install Steel Edging in straight horizontal alignment. Top of edging shall be 1" above top of adjacent lawn areas, after mowing. Ends of the edging shall be tapered and cut at a 30 degree angle, or, installed so that the top of edging is flush with the top of walk or curb. Any other condition that may occur during installation that results in a sharp edge being exposed, shall be modified by the contractor to eliminate the sharp edge.
- 3.03 INSTALLATION:
- A. Planting and Backfilling:
 - 1. Coordinate all planting activities with the General Contractor and the Irrigation Contractor.
 - 2. Stake the location for all plants as shown on the plan. If due to unforeseen circumstance, the plant hole cannot be dug as located, contact the Landscape Architect.
 - 3. Excavate tree and shrub pits circular in outline and with vertical sides and slope the bottom of the tree pits to one corner. Pits shall be dug to 2 times the width of the ball or container.
 - 4. Tree and or shrub holes that cannot be planted in the same day as dug shall be covered with 3/8" plywood or be surrounded by security fencing or have access prevented by other acceptable means.
 - 5. Set plants in center of pits aligned vertically and at such a level that after completion, top of ball will be slightly higher than the adjacent grade.
 - 6. Balled and Burlapped Plants: Plants of this type shall not be handled by the stems or in such a manner that the soil of the ball will be loosened or the stem bruised. Once the plants are in place, burlap, wire, nylon cords and other materials will be carefully removed from around the top one third of the ball without breaking or cracking the ball. No non-biodegradable material such as nylon or heavy wire will be left around trunks where it might glide them in the future.
 - 7. Container Grown Plants: At the time of planting containerized plants, the plant shall be removed from the receptacle with minimum damage to the root ball. If in the opinion of the Owner's Representative, a sufficient amount of soil has fallen off the ball or the ball has been broken to such an extent as to reduce the chances of the plant to grow, the plant will be rejected.
 - 8. Backfill the holes with the specified soil mixture. Slowly water in by hand to eliminate air pockets. Do not compact the soil mixture. Add additional mixture as settlement occurs.
 - 9. Finishing Surface after backfilling:
 - A. Shrub Beds: Rake excess soil away from plants and fine grade bed areas for positive drainage. Adjust steel edging as necessary so that soil is 2" below top of edging. Excess soil shall be removed and disposed of as directed by the Owner's Representative. Apply 2" of Top Dressing material. Water plants thoroughly.
 - B. Tree holes: Material excavated from the planting hole shall be used to form a basin around the plant as shown in the planting details. Remove excess soil, after making basin, as directed by the Owner's Representative. Fill basins with 2" of Top Dressing material. Water plants thoroughly.
 - C. Flower Beds: After watering, soil mixture should be on inch, (1") below top of edging. Apply Cori Pool's BR-61 fertilizer, or an approved equal to the flowers. Follow manufacturers directions.
 - 10. Tree Staking: Stake all new trees as shown on the detail. - B. CLEAN-UP: During the work, the premises are to be kept neat and orderly at all times. Storage areas for plants and other materials shall be organized so that they are neat and orderly. All trash, including debris resulting from removing weeds or rocks from planting areas, preparing beds, or planting plants shall be removed from the site daily as the work progresses. All walks and driveway areas shall be kept clean by sweeping or hosing.

TURF GRASS SPECIFICATIONS

- PART 1—GENERAL
- 1.1 SCOPE: This work includes all labor, materials, and equipment for soil preparation, fertilization, planting and other requirements regarding areas shown on the plan.
- SUBMITTALS:
- A. Delivery Receipts and Invoices: All delivery receipts and copies of invoices for materials used for this work shall be subject to checking by the Owner or his representative and shall be subsequently delivered to the office of the Owner.
 - B. Samples and products Specifications: Various samples, certificates, and specifications of seed, fertilizer, sand, compost, other soil amendments, and other materials shall be submitted for approval as required by subsequent sections of this specification.
- 1.2
- PART 2 — PRODUCTS

PART 2 — PRODUCTS

- 2.1 TURFGRASS:
- A. Bermuda Seed: Turfgrass seed shall be "Cynodon dactylon" (Common Bermuda). The seed shall be harvested within one (1) year prior to planting, free of Johngrass, field bind weed, dodder seed, and free of other weed seed to the limits allowable under the Federal Seed Act and applicable seed laws. The seed shall not be a mixture. The seed shall be treated with fungicide; seed and seeded areas shall be in coordination with U.S. department of Agriculture rules and regulations.
 - 1. Certificate Submittal: Prior to planting, provide Owner or his representative with the State Certificate stating analysis of purity and germination of seed.
 - B. Ryegrass Seed: Turfgrass seed shall be "Lolium multiflorum" (Italian or Annual Ryegrass). The seed shall be harvested within one (1) year prior to planting and shall be free of perennial ryegrass seed, other grass seed, and weed seed to the limits allowable under the Federal Seed Act and applicable seed laws. Seed shall be at least 95% pure and shall have a 90% germination rate.
 - 1. Certificate Submittal: Prior to planting, provide Owner or his representative with the State Certificate stating analysis of purity and germination of seed.
 - C. Sod: turfgrass sod shall be "Cynodon dactylon" (Common Bermuda-grass). Sod shall consist of stolons, leaf blades, rhizomes, and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (3/4") inch. Sod shall be alive, healthy, vigorous, free of insects, diseases, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of the grass shall not exceed six (6") inches. Sod shall have been produced on growing beds of clay-loam topsoil. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within seventy-six (36) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. If sod is stacked, it shall be kept moist and shall be stacked roots-to-roots and grass-to-grass.
 - 1. Dimensions: All sod shall have been machine cut to a uniform soil thickness on one (1") inch plus or minus one-quarter (1/4") inch. All sod shall be of the same thickness. Rectangular sections of sod may vary in length, but all shall be of equal width and of a size that permits the sod to be lifted, handled, and rolled without breaking. Broken pads and torn, uneven ends will be unacceptable.
 - 2. Architect/Engineer must approve sod at the source prior to shipment.
- 2.2 FERTILIZER:
- A. General: Fertilizer shall be a commercial product, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged making it unsuitable for use, will not be acceptable.
 - B. Initial Planting Application: Fertilizer for the initial planting application shall be a chemical base containing by weight the following (or other approved) ratio of nutrients: 1–2–1 (N–P–K), also containing 10–15% sulphur in sulfate form and traces of iron and zinc as required and approved by the Owner.
 - 1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.
 - C. Post Planting Application: Fertilizer for the post planting application will be a chemical base fertilizer containing by weight the following nutrients: 3–1–2 (N–P–K).
 - 1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.
- 2.3 HYDRO-MULCH MATERIALS:
- A. Mulch: All mulch will be manufactured from hardwoods only and will be refined specifically for turf hydro-mulch applications. Use "Conwed" mulch or an approved equal.

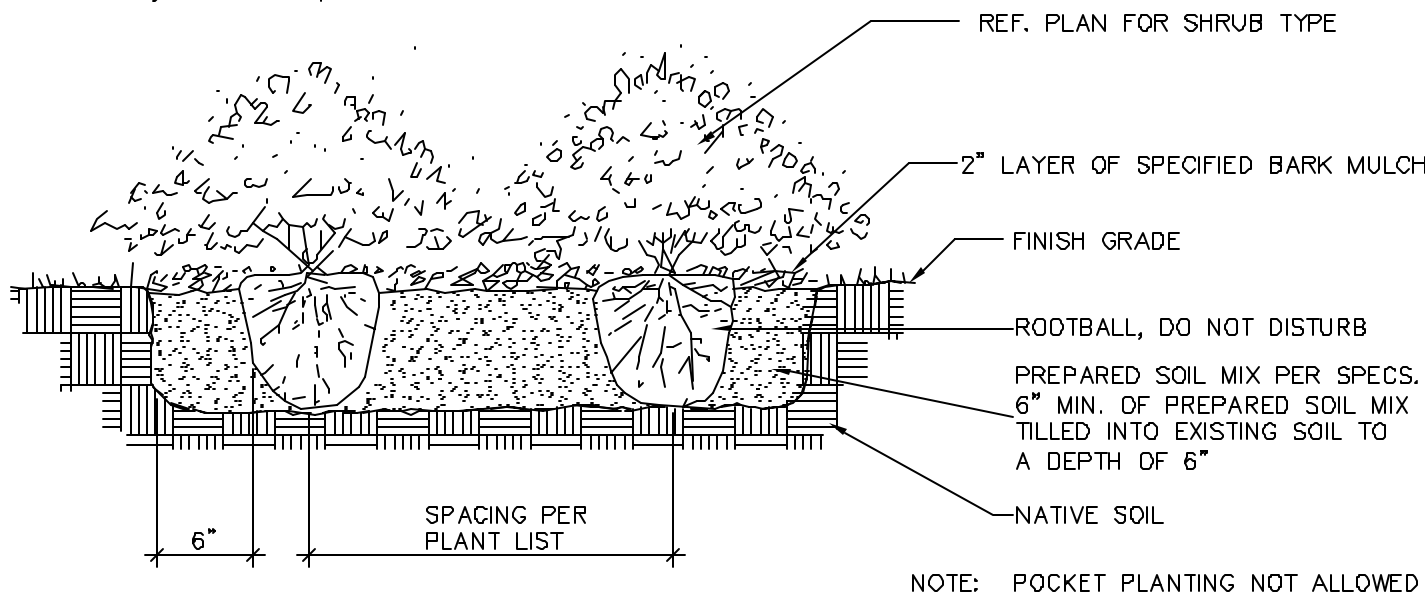
PART 3—EXECUTION

- 3.1 GENERAL: All turfing operations are to be executed across the slope, parallel to finished grade contours.
- 3.2 SCHEDULE:
- A. NO Common Bermuda sod or seed may be planted after August 15 or before April 15 without the Owner's approval.
 - 1. Any sod planted before April 15 or after August 15 must be planted with Common Bermuda seed overseeded with ryegrass at the same time. Overseeded seed must be observed at the source and approved by the Architect/Engineer prior to delivery.
 - 2. Any seed areas not established by August 15 will be seeded with ryegrass upon completion of construction. All ryegrass areas will be tilled under, regraded and Bermuda grass distributed during the time period between April 15 and August 15. The Contractor will be responsible for producing an acceptable stand of Bermuda grass as specified.
- 3.3 SOIL PREPARATION:
- A. Tillage: Tillage shall be accomplished to loosen the soil, destroy existing vegetation, and prepare an acceptable seed/sod bed. All areas shall be tilled with a heavy duty disc or a chisel-type breaking plow, chisels set not more than ten (10") inches apart. Initial tillage shall be done in a crissing pattern for double coverage, then followed by a disc harrow. Depth of tillage shall be five (5") inches.
 - B. Cleaning: soil shall be further prepared by the removal of debris, building materials, rubbish, weeds, and stones larger than three-quarters (3/4") inch in diameter.
 - C. Fine Grading: After tillage and cleaning, all areas to be planted shall be leveled and dug with a weighted spike hadow or foot drag. The desired result shall be the elimination of ruts, depressions, humps, and objects from soil clods. This shall be the final soil preparation step to be completed before the commencement of fertilizing and planting.
 - D. Rock Removal: During the soil preparation process, a "Rock Pick" or other approved piece of machinery shall be used to gather surface stones as small as three-quarters (3/4") inch in diameter. The Contractor shall be responsible for the disposal of collected materials as waste per "Clean-Up", Paragraph 3.12.
- 3.4 FERTILIZING:
- A. Initial Planting Application: The specified fertilizer shall be applied at the rate of nine (9) pounds per one thousand (1,000) square feet (400 pounds per acre).
 - 1. Timing: The Initial planting application of fertilizer for seed/sprigged areas shall be applied after the soil preparation, but not more than two (2) days prior to turfgrass planting. Fertilizer shall be applied over sodded areas after planting, but not more than two (2) days later.
 - B. Post Planting Application: Thrity (30) days after planting, turfgrass areas shall receive the specified post planting fertilizer at the rate of one (1) pound per one thousand (1,000) square feet (45 lbs. per ac.)
 - 1. Timing: the Owner or his representative will determine if it is too late in the growing season for the post planting application. In the event that it is, the application shall be made in the spring of the next year, or the cost of the application may become a credit due to the Owner.
 - 2. Post Planting Maintenance: See Paragraph 3.9. Areas without a uniform stand (complete coverage) that must be maintained later than thirty (30) days after the initial planting shall receive subsequent applications of fertilizer, as described above, every thirty (30) days until a uniform stand is achieved.
- 3.5 PLANTING:
- A. Seeding: within two (2) days of soil preparation and initial fertilizing, apply Bermuda grass seed at the rate of three (3) pounds per one thousand (1,000) square feet (130 lbs. per acre); ryegrass at the rate of eight (8) pounds per one thousand (1,000) square feet (350 pounds per acre). Seed shall be uniformly placed with a Brillion seeder cultipacker.
 - B. Hydromulch Capping: immediately following seeding operations, all seeded areas are to be capped with wood fiber mulch, using conventional "Hydro-Mulch" equipment as manufactured by the Bowin Machine Works, or an approved equal. The hydromulch cap shall be applied at the rate of forty-six (46) pounds per one thousand (1,000) square feet (2,000 pounds per acre, using water at the rate of twenty-three (23) gallons per one thousand (1,000) square feet (1,000 gallons per acre). Include "Tacking" additive to hydromulch mix for siped areas of 4:1 and greater. Quantity per manufacturer's recommendations.

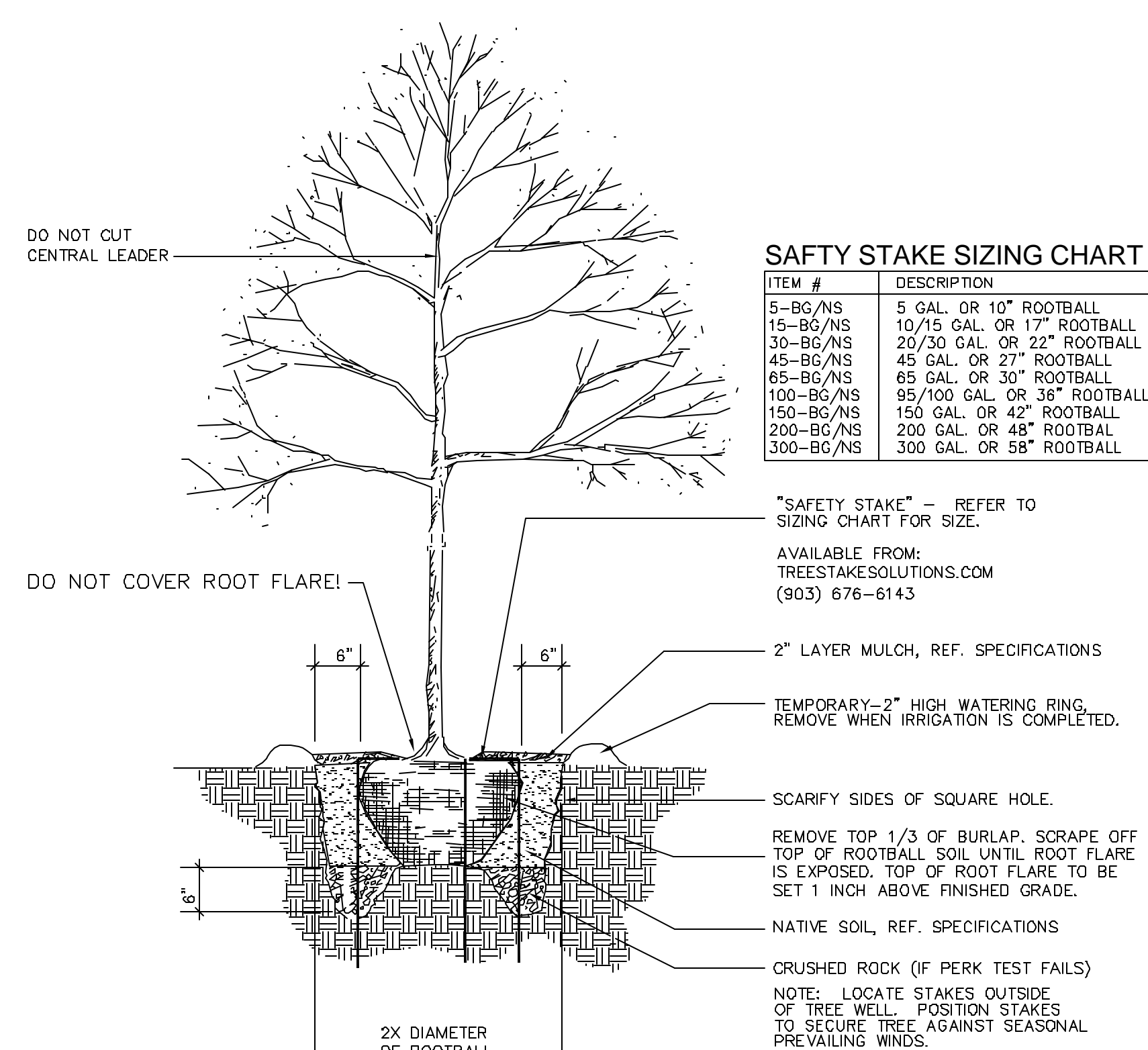
- C. Solid Sodding: Prior to laying the sod, the planting bed shall be raked smooth to true grade and moistened to a depth of four (4") inches, but not to the extent causing puddling. The sod shall be laid smoothly, tightly butted edge to edge, and with staggered joints. The sod shall be pressed firmly into contact with the sod bed by rolling so as to eliminate air pockets, provide a true and even surface, and insure knitting without displacement of sod or deformation of the surfaces of sodded areas. All transitions between sod and seeded areas shall be worked into the grass with suitable equipment and shall be well watered. The quantity of fill soil shall be such that it will cause no smothering of the grass.

- 3.6 PROTECTION: No heavy equipment shall be moved over the planted turf area unless the soil is again prepared, graded, leveled, and replanted. It will be the responsibility of this Contractor to protect all paving surfaces, curbs, utilities, plant materials, and any other existing improvements from damage. Any damages shall be repaired or replaced at no cost to the Owner. This Contractor will also locate and stake all irrigation heads, valves, risers, etc., prior to beginning any soil preparation work.
- 3.7 ESTABLISHMENT AND ACCEPTANCE: Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turfgrass, it shall be the sole responsibility of the Contractor to establish a uniform stand of turfgrass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the Owner may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of turfgrass.
- A. Uniform Stand of Seeded Areas: A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred fifty (150) growing plants per square foot. Growing plants shall be defined as healthy grass plants of two blades or more at least 1–1/2 inches tall.
 - B. Uniform Coverage of Sodded Areas: Complete coverage is defined as no visible plants showing or left between individual sections of sod and all sections of sod being firmly rooted to the prepared subgrade.
- 3.8 IRRIGATION SYSTEM:
- A. The proposed irrigation system must be complete in all respects and must be completely operational before turfgrass planting may begin. After planting, any breakdowns in the irrigation system attributable to warranty items must be immediately repaired by the Contractor. Otherwise, the cost of replacing lost turf caused by the Contractor's failure to promptly repair the irrigation system will be fully borne by the Contractor.
 - B. All turf areas not covered by the proposed irrigation systems must be irrigated with a temporary above-ground irrigation system. The above-ground temporary irrigation system shall remain in place until all non-irrigated turf areas have established an acceptable stand of turfgrass. Contractor shall be responsible for installation, operation and removal of the temporary system. All cost associated with the temporary system shall be borne by the Landscape Contractor.

- 3.9 POST-PLANTING MAINTENANCE: Maintenance shall begin immediately after each portion of grass area is planted. All planted areas will be protected and maintained by watering, weed control, and replanting as necessary for at least thirty (30) days after initial planting and for as long as necessary to establish a UNIFORM STAND OF THE SPECIFIED GRASS and until the entire project has been accepted by the Owner. It is anticipated that a minimum of one (1) mowing will occur before the grass areas are accepted by the Owner. All areas which are not completely covered with the specified grass at the end of thirty (30) days will continue to be replanted and maintained by the Contractor until complete coverage and acceptance are achieved.
- A. Watering: Apply at least one-half (1/2") inch of water over the entire planted every three days. Contractor shall water thoroughly and infrequently once grass is established to encourage deep root growth.
 - B. Mowing: Once grass is established the planted area shall be mowed at least once a week during the growing season. Grass shall be mowed to a height of one-half (1/2") inch. Mowing during dormant season will be done as necessary.
 - C. Weed Control: No sooner than 45 days after grass has germinated any weed growth shall be arrested by applying MSMA broadcasted over the entire planted area. Additional applications ofMSMA will be required to eliminate weed growth that continues to grow after the initial application. MSMA will only be used during the growing season. All weed growth during the dormant season will be controlled with spot applications of "Round-Up." "Round-Up" will not be used until the grass is totally dormant.
 - D. Replanting: all areas that do not produce a UNIFORM STAND OF GRASS must be replanted until a UNIFORM STAND OF GRASS is established.
 - E. Edging: All turf areas adjacent to paved areas shall be edged to maintain a neat appearance during planting turfgrass.
- 3.10 GRADING: All grading and placing of topsoil on any given area will be done prior to the beginning of work in that area. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting turfgrass.
- 3.11 EROSION CONTROL: Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. Topsoil and turfgrass losses due to erosion will be replaced by the Contractor until establishment and acceptance is achieved.
- 3.12 CLEAN UP: This Contractor shall remove any excess material or debris brought onto the site or unearthed as a result of his turfgrass operations.
- 3.13 GUARANTEE: This Contractor shall guarantee all materials used for this work to be the type, quality, and quantity specified.



2 SHRUB/GROUNDCOVER DETAIL
NOT TO SCALE



1 TREE PLANTING/STAKING DETAIL
NOT TO SCALE

Don C. Wheeler
Landscape Architect
Irrigation Design
Planning
Landscape Architecture



03/23/2020

D.C.W.L.A. PROJECT NO:
2K19-18

6TH STREET COMMERCIAL
JUSTIN, TEXAS

LANDSCAPE DETAILS & SPEC'S

REVISIONS

	DATE	DESCRIPTION	BY

SHEET NO:

L2.0

OF 4 L SHEETS

FOR WORTH, TEXAS 76147
don@cwheela.com

P.O. Box 470865
Office 817.335.1405

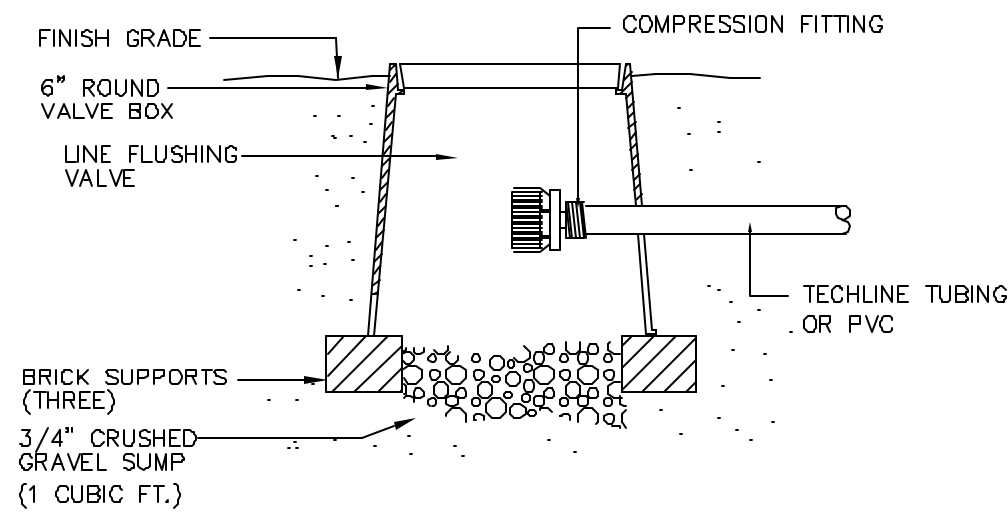
- A. THE MANUFACTURER'S MANUAL FOR THE AUTOMATIC CONTROLLER, IF THE SYSTEM IS AUTOMATIC.
- B. A SEASONAL (SPRING, SUMMER, FALL, WINTER) WATERING SCHEDULE BASED ON EITHER CURRENT/REAL TIME EVAPOTRANSPIRATION OR HISTORICAL DATA, AND EITHER CURRENT/REAL TIME (HISTORICAL) DATA, MONTHLY EFFECTIVE RAINFALL ESTIMATES, PLANT LANDSCAPE EFFICIENT FACTORS, AND STATE FACTORS;
- C. A LIST OF COMPONENTS, SUCH AS, THE NOZZLES, OR PUMP FILTERS, AND OTHER SUCH COMPONENTS, THAT REQUIRE MAINTENANCE, AND THE RECOMMENDED FREQUENCY FOR THE SERVICE; AND
- D. THIS STATEMENT, "THIS IRRIGATION SYSTEM HAS BEEN INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS, AND THE CONTRACTOR HAS REVIEWED THE SYSTEM AND DETERMINED THAT IT HAS BEEN INSTALLED ACCORDING TO THE IRRIGATION PLAN AND IS PROPERLY ADJUSTED FOR THE MOST EFFICIENT APPLICATION OF WATER."

3. A PERMANENT STICKER WHICH CONTAINS THE IRRIGATOR'S NAME, LICENSE NUMBER, COMPANY NAME, TELEPHONE NUMBER AND THE DATES OF THE WARRANTY PERIOD SHALL BE AFFIXED TO EACH AUTOMATIC CONTROLLER INSTALLED BY THE IRRIGATOR OR IRRIGATION TECHNICIAN.

4. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TO THE ORIGINAL MAINTENANCE CHECKLIST, THE INFORMATION CONTAINED ON THE STICKER MUST BE PRINTED WITH WATERPROOF INK.

5. THE IRRIGATION PLAN INDICATING THE ACTUAL INSTALLATION OF THE SYSTEM MUST BE PROVIDED TO THE IRRIGATION SYSTEM'S OWNER OR OWNER'S REPRESENTATIVE.

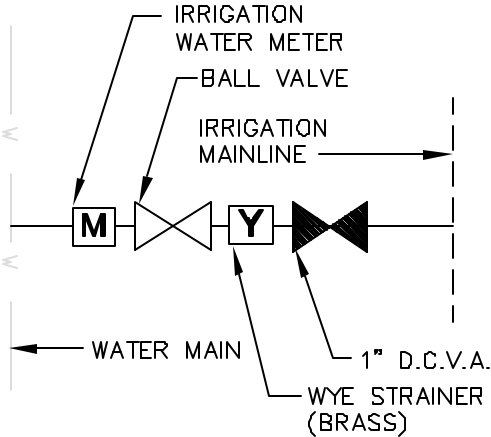
THE IRRIGATION CONTRACTOR SHALL CLOSELY FOLLOW THESE CONTRACT DRAWINGS, THE IRRIGATION SPECIFICATIONS, AND THE SPECIFIED RECOMMENDATIONS OF THE EQUIPMENT MANUFACTURERS TO INSURE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL IMMEDIATELY CONSULT WITH THE LANDSCAPE ARCHITECT WHENEVER THERE APPEARS TO BE A CONFLICT BETWEEN ANY OF THE ABOVE MENTIONED DOCUMENTS.



SYMBOL	DESCRIPTION	RADIUS	ARC	GPM	PSI
13F-19F	HUNTER MP2000	13-19	360	1.47	40
13H-19H	HUNTER MP2000	13-19	ADJ	0.74	40
13Q-20Q	HUNTER MP2000	13-20	ADJ	0.40	40
8-14-45°	HUNTER MP CORNER	45°		0.19	40
PROS-04-PRS40-CV					

SYMBOL	DESCRIPTION	MANUF. & MODEL NO.
	REMOTE CONTROL PRE-ASSEMBLED KIT (DRIP)	NETAFLOM-LVCZ10075-LF (use 1" valves where noted)
	REMOTE CONTROL VALVES	HUNTER PGV-SERIES HUNTER PRO-ASV (3/4")
	BALL VALVE—(line size)	SPEARS 'SAFE-T-SHEAR'
	WYE STRAINER	FEBCO 1"
	DOUBLE CHECK VALVE	FEBCO 1"
	POINT OF CONNECTION (POC)	1"— WATER METER
LFV	LINE FLUSHING VALVE	TECHLINE-TLSOV
DF	DISC FILTER	TECHLINE-DF075-140
PRV	PRESSURE REGULATOR VALVE	TECHLINE-PRV075LF42V2K
	CONTROLLER	HUNTER - ACC-12
	RAIN SENSOR—MINI CLIK	HUNTER
	SOLAR SYNC (WITH SENSORS)	HUNTER
	FREEZE SENSOR— MINI CLIK	HUNTER
	CONTROLLER SEQUENCE	
	APPROX. GPM	
	VALVE SIZE	
=====	LATERAL LINE PIPE	CLASS 200
-----	LATERAL LINE PIPE	CLASS 315 (1/2")
-----	MAIN LINE PIPE	CLASS 200
=====	PVC PIPE SLEEVE	SCHEDULE 40
	(2" SLEEVE FOR WRE. ALL OTHER SLEEVES TO BE TWO TIMES LINE SIZE MINIMUM).	
Pipe sizes as follows: <div style="display: flex; justify-content: space-around;"> 0 - 10 gpm 3/4" 10 - 15 gpm 1" 15 - 25 gpm 1-1/4" </div> Follow all city codes.		

TECHLINE 'CV'- UNDERGROUND-GRASS
AND DECOMP. GRANITE OR GRAVEL
ASSUME SOIL TYPE: LOAM
DRIPPER FLOW RATE: 0.6 GPH
DRIPPER SPACING IN TECHLINE : 12"
18"-22" LATERAL SPACING
APPLICATION RATE (in/hr) 0.43-0.35
TIME TO APPLY 1/4" (MIN) = 53
MAX. LATERAL LENGTH = 151'



METER SIZE: 1"	
STATIC PRESSURE: 80 PSI (ASSUME)	
<u>ZONE: 9 @ 12.1 GPM</u>	
SERVICE LINE:	0.8
METER LOSS:	0.9
BACKFLOW LOSS:	5.2
MAINLINE LOSS:	1.62
SECTION VALVE LOSS:	2.0
LATERAL LOSS:	1.0
FITTINGS:	0.5
SPRINKLER REQUIREMENT:	40.0 PSI
TOTAL DESIGN PRESSURE:	52.0 PSI
RESIDUAL PRESSURE:	27.9 PSI

[illegible]

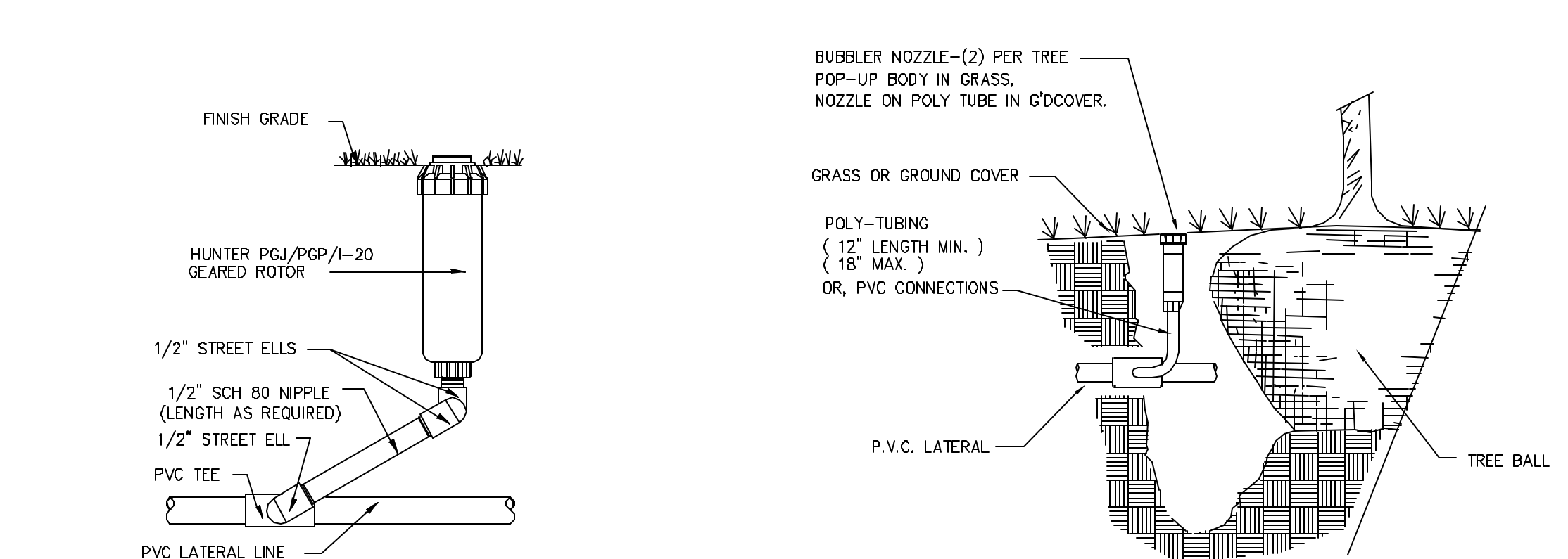
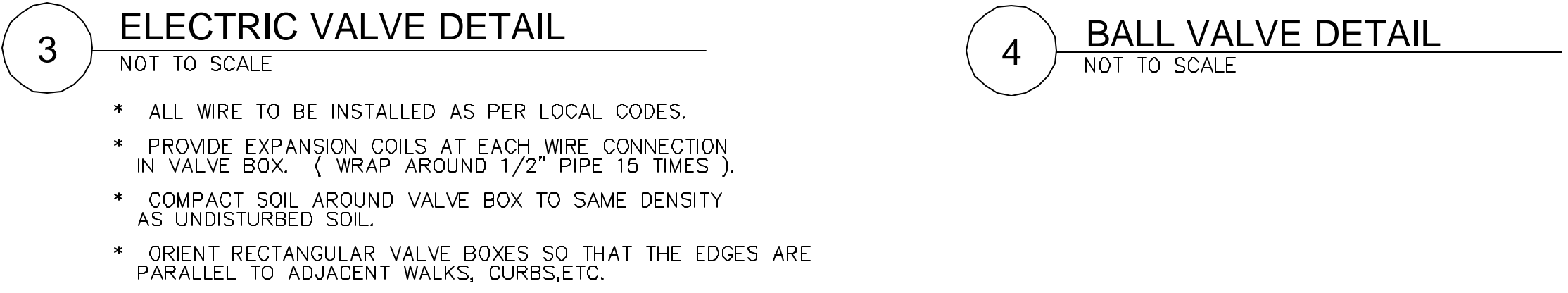
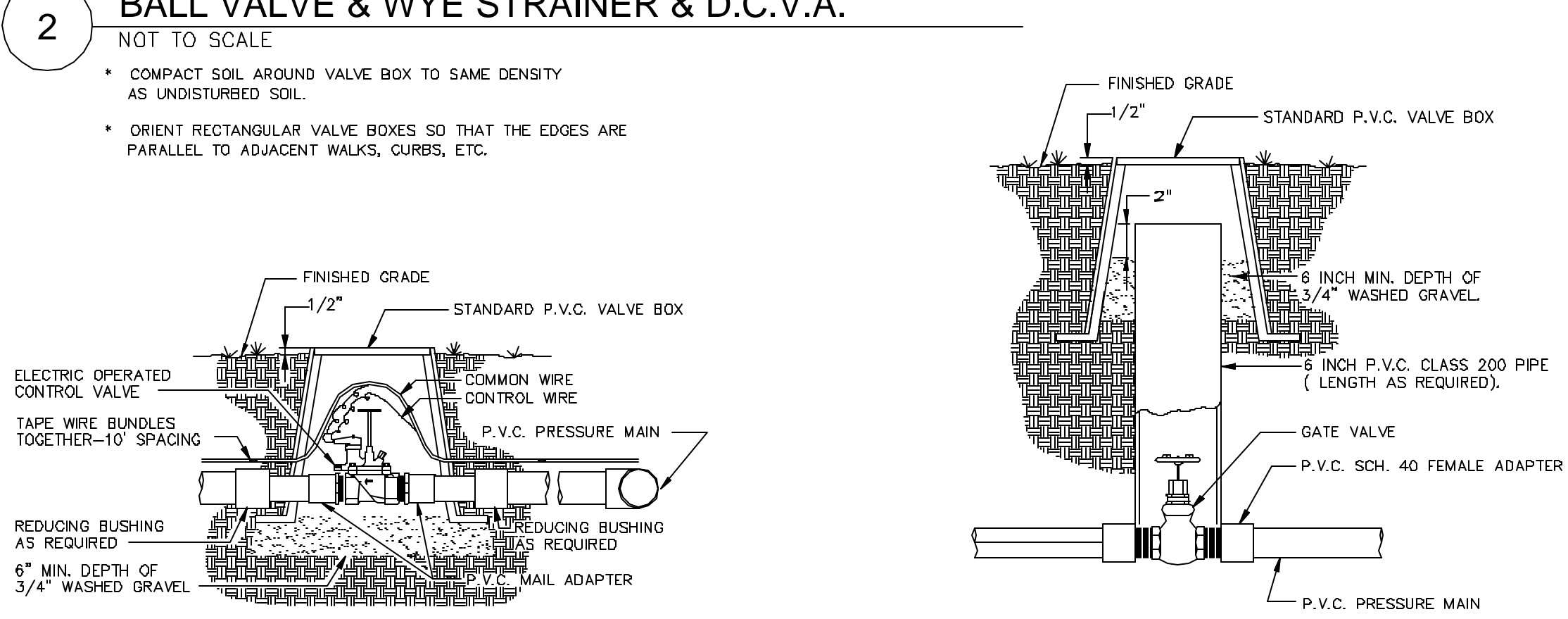
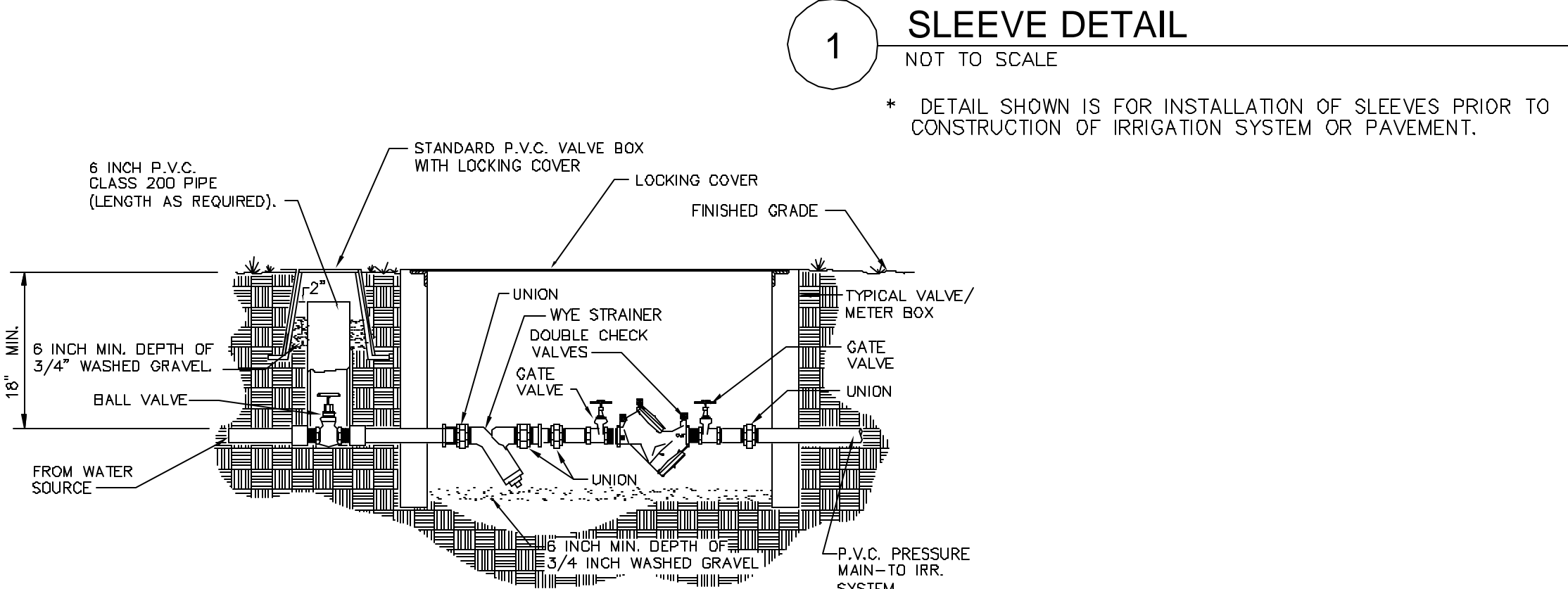
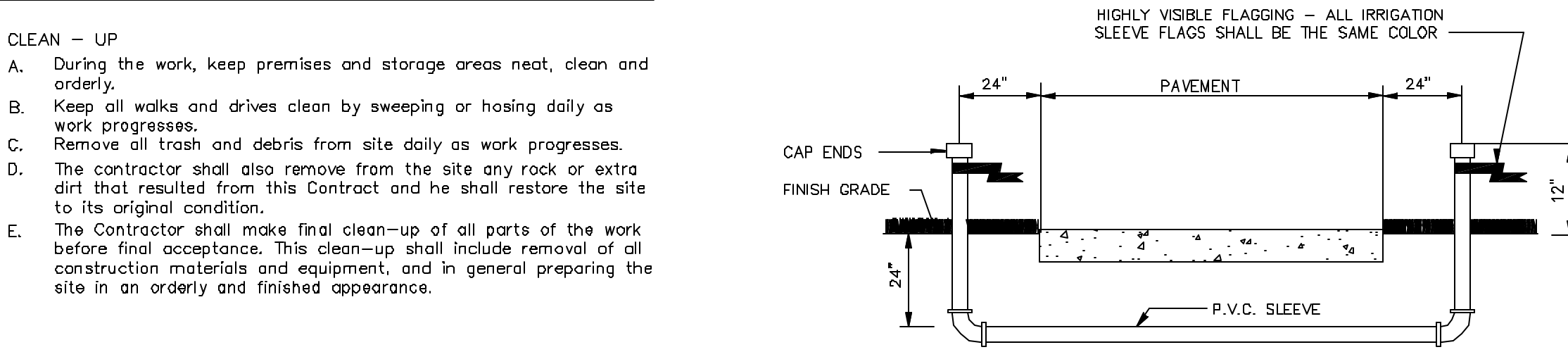
IRRIGATION SPECIFICATIONS

PART 1 – GENERAL	
1.01	SCOPE OF WORK
The work covered by these plans and specifications consists of furnishing and installing pipe, heads, electric valves, quick-coupling valves, controller, rain and freeze sensors. It is the intention of these plans, details and specifications to accomplish the installation of new irrigation zones which will operate in an efficient and satisfactory manner according to the workmanlike standards established for a quality irrigation system. Certain construction procedures or minor equipment may have been omitted from these specifications that are necessary for the proper installation of the system.	
1.02	LICENSED IRRIGATOR
Installation of the Irrigation system shall be under the supervision of a superintendent or foreman currently licensed as a Licensed Irrigator in the State of Texas.	
1.03	EQUAL MATERIALS
A. Irrigation equipment shall be the type and kind as noted on the plan. B. Substitution of materials shall not be made without the prior written approval from the Owner and the Landscape Architect	
1.04	LOCATION OF AND DAMAGE TO EXISTING UTILITIES
The Irrigation Contractor is responsible for locating underground obstacles. The Contractor shall exercise control to prevent damage to existing facilities and landscape during the progress of the construction work, taking care to locate same, where possible, in advance of the actual work. The Architect will render all assistance possible to the Irrigation Contractor in the manner of determining the location of existing utilities by making available such maps, records and other information as may be accessible to him when requested to do so, but the accuracy of such information will not be guaranteed. The Irrigation Contractor shall be responsible for all damage to existing utilities and landscape resulting from his operations. Should the underground utility, structure, or plants, etc. the location of which has not been furnished to him by the Architect, he shall bring such conditions to the attention of the Architect for his determination of the method to be used to remove and replace or bypass such obstructions. After determination by the Architect, the Contractor will proceed with which ever method was chosen at no additional cost to the Owner.	
1.05	WATER SUPPLY
Connections shall be made to the existing irrigation main line as shown on the plans.	
1.06	WORKMANSHIP
Equipment shall be installed in accordance with the recommendations of the manufacturer and the best standard practice for this type of work.	
1.07	CODES AND PERMITS
All work shall be installed according to applicable codes and ordinances. Any permits required shall be obtained and paid for by the Irrigation Contractor.	
1.08	MEASUREMENT
Before ordering any materials or doing any work, the Irrigation Contractor shall verify all measurements of any existing and new work and shall be responsible for their correctness. Any differences, which may be found, shall be submitted to the Landscape Architect for consideration before proceeding with the work. No extra compensation will be allowed because of the difference between actual dimensions and measurements.	
1.09	PROTECTION
A. The Irrigation Contractor shall send proper notices, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities, poles and wires, and other items of this character on or about the site, assuming all responsibility and paying for which the Owner may be liable. B. All work shall be performed in accordance with national "Occupational Safety and Health Standards."	
1.10	RECORD AND "AS-BUILT" PLANS:
A. The Irrigation Contractor shall provide and keep up-to-date and complete "as-built" record set of blue-line prints, which shall be corrected daily and show changes from the original plans and specifications and the exact "as-built" locations, sizes and kinds of equipment. Prints may be obtained from the Landscape Architect. This set of drawings shall be kept on the site and shall be used only as a record set. B. Before the date of final inspection, the Irrigation Contractor shall transfer all information from the "as-built" print to a vellum plot procured from the Landscape Architect. All work shall be neat and subject to the approval of the Landscape Architect. C. The Irrigation Contractor shall dimension from two (2) permanent points of reference the location of the following items for future records, and these measurements shall be checked by the Landscape Architect before the system can be considered complete: 1. Connection to existing water lines and backflow preventer 2. Routing of irrigation pressure lines 3. Quick Coupling Valves 4. Electric Control Valves 5. Routing of control wire, control wire splicing locations 6. Other related equipment as directed by the Landscape Architect	
1.11	IRRIGATION CONTRACTOR'S RESPONSIBILITY
A. The Irrigation Contractor shall acquaint himself with all matters and conditions concerning site and existing conditions. Any practical criticism or exception regarding features of the work presented, in writing, with the Proposal will be considered at that time. If no criticism or exception is given with the Proposal, it shall be assumed that the Irrigation Contractor agrees that the project as outlined in the drawings and specifications can be completed satisfactorily. After a contract to perform the work has been signed by the Irrigation Contractor, it shall be his responsibility to provide satisfactory work that will meet the full intent of the Contract Documents. B. The Irrigation Contractor shall coordinate this work with the other trades so that all phases of the work may be properly coordinated without delays or damage to any parts of the work. If damage does occur the Contractor will repair any damage at his expense.	
1.12	FINAL INSPECTION
The Irrigation shall be present at the final inspection to demonstrate the systems and prove the performance of the equipment. Prior to his inspection, all new work under this division shall have been completed, tested, balanced and adjusted and in final operating condition.	
1.13	GUARANTEE
The Irrigation Contractor shall guarantee the satisfactory operation of the new system and the portions of the existing system that he worked on to the extent possible under the scope of work included in this contract, and the workmanship performed by him. The The entire system on which work is to be performed shall be guaranteed for a period of one year from the date of acceptance, and he hereby agrees to repair or replace any defects occurring within that year free of expense to the Owner only on that work performed by him and covering materials furnished by him.	
1.14	SERVICES OF THE IRRIGATION CONTRACTOR
A. The Irrigation Contractor shall train at least one of the Owner's employees, who will be maintaining the irrigation system, in operating and maintaining the system. This will include the operation of the valves and the controller. B. The Irrigation Contractor shall provide the Owner with two (2) quick coupling valve keys, at the completion of the job.	

PART 2 – MATERIALS	
2.01	GENERAL
All materials and accessories shall be new and unused, unless noted on the plan. All new irrigation equipment shall be essentially the standard product of the manufacturer. Irrigation heads shall be constructed to operate efficiently at the pressure, flow and diameter of coverage indicated on the plans.	
2.02	POLYVINYL CHLORIDE PIPE AND FITTINGS
A. All new underground piping except swing joints and risers shall be polyvinyl chloride pipe (PVC) Class 200 (Class 315 for 1/2"). All pipe All pipe shall conform to ASTM Specification D 2241. All pipe shall be approved by the National Sanitation Foundation. B. Fittings larger than 2-1/2", if required, may be slip type with compression gaskets and fittings; for pipe 2-1/2" and smaller fittings shall be solvent-weld type. All fittings shall be of the type recommended by the pipe manufacturer. No PVC pipe is to be threaded for connections to metal pipe or accessories. Use PVC female adaptor with socket to female thread. For sizes 2-1/2" and less solvent weld PVC 1" "Bell-End" pipe, or equal, may be used. C. All PVC sleeves for water line and wire runs shall be Sch. 40, PVC pipe conforming to the ASTM D 1785 requirements. D. All PVC pipe fittings shall be Sch. 40, Type 1 NSF Approved, conforming to the ASTM D 2466 requirements. E. All pipe installed by the Contractor shall be new and unused.	
2.03	AUTOMATIC CONTROLLER
Controller – As indicated on the irrigation schedule	
2.04	REMOTE CONTROL VALVES
The control valves shall be electrically operated, normally closed, diaphragm type, valves that are pressure regulating. Valves shall be as shown on the schedule. All valves shall be new and unused.	
2.05	REMOTE CONTROL VALVE WIRE
Control wire shall be of the size and type recommended by the valve manufacturer, with a minimum size of 14 AGW. wire shall be of the direct burial type made for the irrigation industry.	
2.06	CONTROL WIRE SPLICES
Control wire splices shall be made with RainBird Pen-Tite wire connectors and sealant, or an approved equal that will make a water tight connection. Connectors shall be of the proper size to match the wire.	
2.07	VALVE BOXES
Boxes to remote control valves are plastic by Ametek (12" standard box, extension as required), or an approved equal.	
2.08	BALL VALVE
Ball valves shall be those as indicated on the irrigation schedule.	
2.09	ON-SITE WEATHER STATION
SLW SERIES BY WEATHERMATIC	
2.10	SPRAY POP-UP HEADS
Spray pop-up heads and nozzles shall be those indicated on the irrigation schedule.	
2.11	ROTARY HEADS
Rotary heads and nozzles shall be those indicated on the irrigation schedule.	
2.12	DRIPPERLINE AND INTEGRAL DRIPPERLINE COMPONENTS:
The dripperline shall be Techline pressure compensating dripperline or Techline 17mm, or 8 mm non-pressure compensated dripperline as manufactured by Netafim Irrigation, Inc. Dripper flow rate and spacing shall be as indicated on the drawings. 1. Techline/Techlite 17mm or 8mm Fittings: All Techline/Techlite connections shall be made with approved Techline/Techlite Insert fittings. 2. Soil Staples (CLSG): All on-surface/under mulch Techline/Techlite installations shall be held in place with Techline Soil Staples spaced evenly every 3' to 5' on center, and with two staples on each change of location. 3. Line Flushing Valves: All Techline/Techlite systems shall be installed with Netafim Automatic Line Flushing Valves as indicated on the drawings. 4. Pressure Regulator: A pressure regulator shall be installed at each zone valve or on the main line to ensure operating pressures do not exceed system requirements. The pressure regulator shall be a Netafim Pressure Regulator. Model number as indicated on drawings. 5. Disc Filter: A disc filter shall be installed at each zone valve or on the mainline to ensure proper filtration. The filter shall be a Netafim Disc Filter. Model number and mesh as indicated on the drawings.	

PART 3 – INSTALLATION:	
3.01	GENERAL
Unless otherwise specified or shown on the plans, the construction of irrigation pipe and fittings, and electrical conductors and all other work shall be in accordance with the plans and specifications.	
3.02	CONTROL WIRE
Control wire shall be direct buried except under drives or paving where it will be in conduit. Control wire may be placed in the same trench with the irrigation pipe as shown on the plan. Control wires must be bundled together a maximum of every 10 feet. Slack shall be left in the wires including one complete loop at all valves and all sharp bends in the trench.	
3.03	CONTROL WIRE SPLICES
Splices shall be in strict accordance with the manufacture's recommendations. Wire shall be cleaned before splices are made. Splices at control valves shall be left exposed in the valve boxes.	
3.04	PVC PIPE
A. PVC pipe, couplings and fittings shall be handled and installed in accordance with the manufacture's recommendations. Each pipe length shall be properly spaced in jointing to allow for expansion and contraction. Piping will be snaked in the trench. If necessary, stakes are to be used to make pipe snake. all stakes are to be removed after trench is backfilled. B. Install concrete thrust blocks as necessary at direction changes' size changes, terminations and valves. Blocking shall be a minimum of 1.5 C.F. each. Set concrete blocking against undisturbed earth. (Concrete thrust blocks shall be used on all 2" Dia. pipe & larger.) C. The interior of the pipe shall be thoroughly cleaned of all foreign matter before being lowered into the trench, and shall be kept clean during laying operations by means of plugs or other approved methods. The pipe shall not be laid in water, or when trench or weather conditions are unsuitable for the work. Water shall be kept out of the trench until the joints are completed. When work is not in progress, open ends of pipe and fitting shall be securely closed so that no trench water, earth or other substance will enter the pipes or fittings. Any pipe that has one grade or joint disturbed after laying shall be taken up and relaid. D. Teflon tape shall be applied to male fittings in all threaded joints. E. After installation, the lines will be flushed until they are free of rocks, dirt, debris, etc. before the heads are installed. F. Pipes and/or sleeves placed underground and not immediately connected shall be capped or plugged to prevent water and dirt from entering the pipe. Sleeves for wires shall be sealed with mastec after wires have been installed. G. Install all valves as indicated on the plan or as may be required for the proper control of the piping systems in which they are incorporated. Valves shall be buried deep enough so that the valve box lid will not protrude above the ground more than 1". Valves shall be set plumb.	

H.	Control valves shall be installed in valve boxes as specified and shall be set to give the correct pressure at the irrigation head.	3.15	CLEAN – UP
A.	During the work, keep premises and storage areas neat, clean and orderly.		
B.	Keep all walks and drives clean by sweeping or hosing daily as work progresses.		
C.	Remove all trash and debris from site daily as work progresses.		
D.	The contractor shall also remove from the site any rock or extra dirt that resulted from this Contract and he shall restore the site to its original condition.		
E.	The Contractor shall make final clean-up of all parts of the work before final acceptance. This clean-up shall include removal of all construction materials and equipment, and in general preparing the site in an orderly and finished appearance.		
3.05	QUICK COUPLING VALVES		
Quick coupling valves shall be install in a vertical position as shown in the details and at the locations shown on the plan.			
3.06	IRRIGATION HEADS		
A. Irrigation heads shall be installed in plumb position at intervals not to exceed those shown and in the approximate location and configuration show on the plans. All nipples shall be minimum length required to allow head adjustment motion without including load on the supply pipe. Heads shall be installed as detailed on the plans. B. Spray nozzels shall have a spray configuration as not to throw water on the walks, pavement or buildings. Heads shall be adjusted as necessary to give the best coverage without water on the walks, pavement or buildings.			
3.07	TREE BUBBLER HEADS		
Install the tree bubblers and components as detailed and in the locations as shown on the plan.			
3.08	DRIPPERLINE INSTALLATION:		
A. Install all dripperline as indicated on drawings. Use only Teflon tape on all threaded connections. B. Clamp Techline/Techlite fittings with Dettiker clamps when operating pressure exceeds specific dripperline fitting requirements. C. When installing Techline/Techlite dripperline on-surface, install soil staples as listed below: 1. Sand Soil– One staple every three (3') feet and two (2) staples on each change of direction (tee, elbow, or cross). 2. Loam Soil– One staple every four (4') feet and two (2) staples on each change of direction (tee, elbow, or cross). 3. Clay Soil– One staple every five (5') feet and two (2) staples on each change of direction (tee, elbow, or cross). D. Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation. E. Thoroughly flush all water lines before installing valves and other hydrants. F. Test in accordance with Paragraph on Hydrostatic Tests.			
3.09	CONTROLLER		
Install the controller in the location as shown on the plans. Exact location to be determined by the Architect.			
3.10	BALL VALVE		
Ball valves shall be install in a vertical position as shown in the details and at the locations shown on the plan.			
3.11	ON-SITE WEATHER STATION		
Install weather station in the location as shown on the plans. Exact location to be determined by the Architect.			
3.12	TRENCH EXCAVATION AND BACKFILL		
A. The Contractor shall perform all excavation to the depth indicated in these specifications and plans. All excavated materials not required for fill or backfill shall be removed and wasted as directed by the Architect. The banks of trenches shall be kept as nearly vertical as practical. Trenches shall be wide enough to permit proper placing of pipe. Where rock excavation is required, or where stones are encountered in the bottom of the trench that would create a concentrated pressure on the pipe, the rock or stones shall be removed to a depth of four (4") inches minimum below the trench depth indicated. The overdepth rock excavation and all excess trench shall be backfilled with loose, moist earth or sand, thoroughly tamped. Whenever wet or otherwise soil that is incapable of supporting the pipe to a depth and length required and the trench back-filled to trench bottom grade as hereafter specified, with coarse sand, fine gravel or other suitable material. B. Bottom of trench grade shall be continued past ground surface deviations to avoid air pockets and low collection points in line. The minimum cover specifications shall govern regardless of variations in ground surface profile and the occasional deeper excavation required at banks and other field conditions. C. Trench excavation shall comprise the satisfactory removal and disposition of all materials, and shall include all shoring and sheeting required to protect the excavation and to safeguard employees. D. During excavation, materials suitable for backfilling shall be stock-piled in an orderly manner a sufficient distance back from edge of trenches to avoid overloading and prevent slides or cave-ins. E. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stone. Rock, broken concrete or pavement and large boulders shall not be used as backfill material. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Any materials not suitable for backfill shall be removed from the site and disposed of. F. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be four inches below normal trench depths to allow for this bedding. The fill dirt or sand shall be used in filling four inches above the pipe or wires. The remainder of the backfill shall contain no lumps or rocks larger than one inch. The top six inches of backfill shall be free of rocks, subsoil or trash. G. Backfill shall be placed in layers, the thickness of the layers shall depend on the nature of the materials and the method of compaction used. Compaction shall be accomplished in such a manner as to assure that there will be no future subsidence. H. Any trenches improperly backfilled, or where settlement occurs, shall be reopened to the depth required for compaction, then refilled and compacted with the surface restored to the required grade and left in a completed surface condition as described above. I. All excavation and backfill shall be unclassified and covered in the basic bid. No additional fee will be allowed for rock encountered. J. Trenches shall not be left uncovered at the end of a work day or work week without the Contractor first erecting a temporary cover of plywood, a temporary barricade, or other approved device that will protect pedestrians from falling into the open trenches.			
3.13	LEAK TEST		
A. When the main line or main line and valves have been installed, the system (or section) will be thoroughly flushed. The system (or section) will then be pressurized during a 24-hour period to the operating pressure. B. all joints and connections shall be pressured tested and checked for leaks before they can be covered up. C. All leakage found will be repaired and retested for another 24-hour period before any backfilling occurs.			
3.14	CLEANING AND FLUSHING SYSTEM		
After pipe, fittings and valves have been installed and connections made to the water source, flush pipes several times until free of all rocks, dirt, trash, pipe shavings, or debris before installing heads. After the heads have been installed, the system is to be used several times before final inspection. The heads shall also be cleaned or replaced if necessary before final inspection.			



Don C. Wheeler
Landscape Architect

Planning
Irrigation Design

Fort Worth, Texas 76147
Office 817.335.1405
donc@dcwla.com

STATE OF TEXAS
DON C. WHEELER
362
LICENSED IRRIGATOR

03/23/2020

D.C.W.L.A. PROJECT NO:
2K19-18

6TH STREET COMMERCIAL
JUSTIN, TEXAS

IRRIGATION DETAILS & SPEC'S

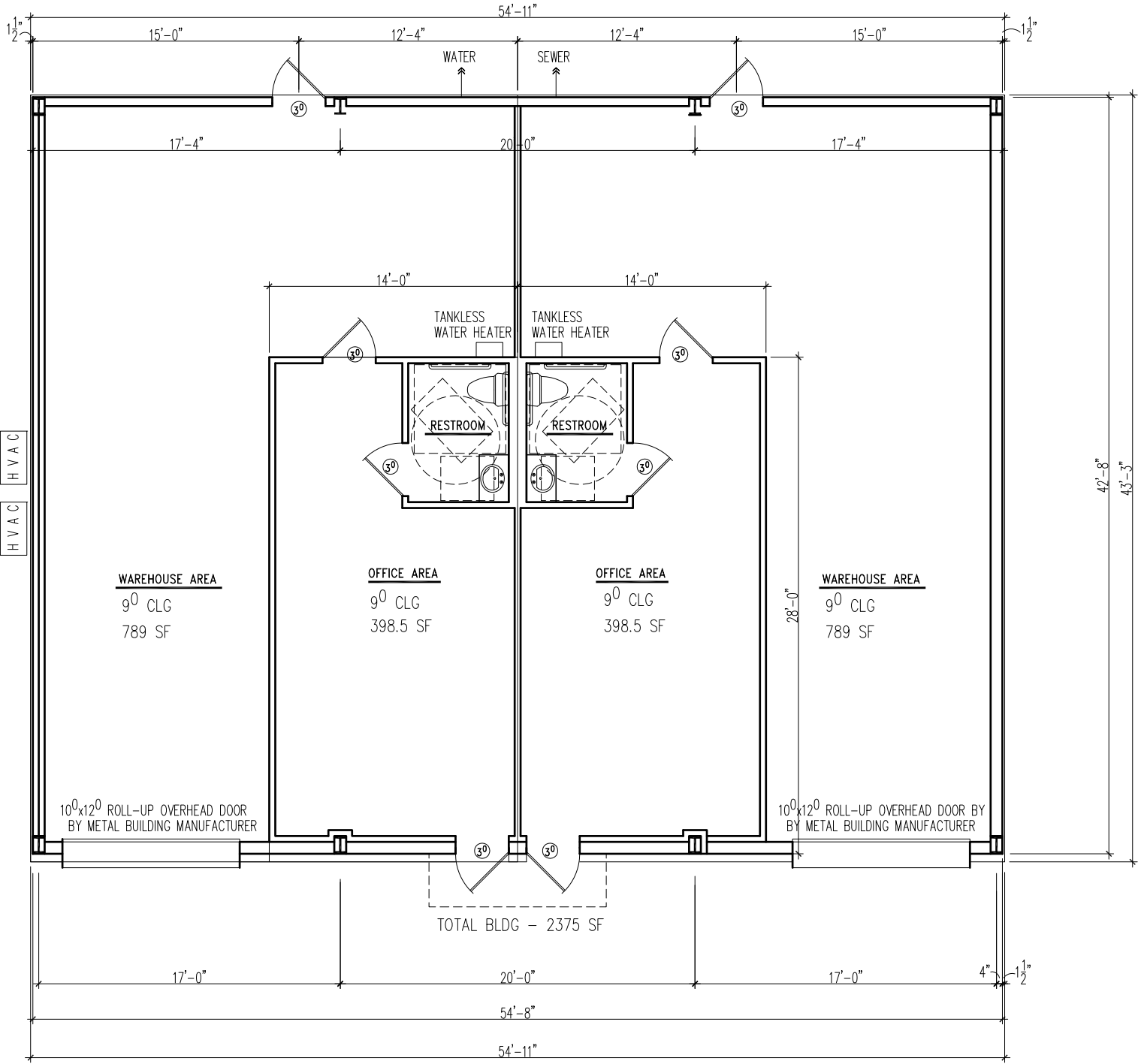
REVISIONS

SHEET NO:
L4.0
OF 4 L SHEETS

BY

DATE

DESCRIPTION



FINAL FLOOR PLAN WILL BE
APPROVED AT BUILDING STAGE

PRELIMINARY FLOOR PLAN
SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)
FRAME AND BRACE TO MEET LOCAL CODES

BROOKSON BUILDERS

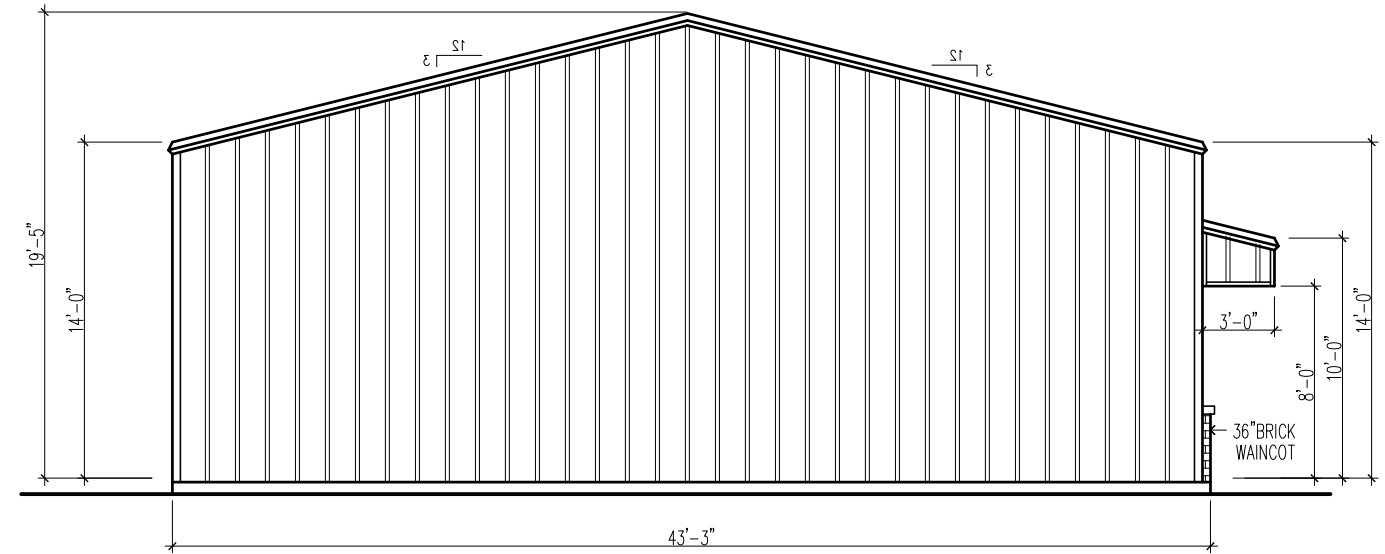
1

Title
6th Street Commercial
Bldg 1 & 4 (Opposite)
2375 SF
Justin, Texas

Ellis Legacy
HOME DESIGN

Date 05-23-22

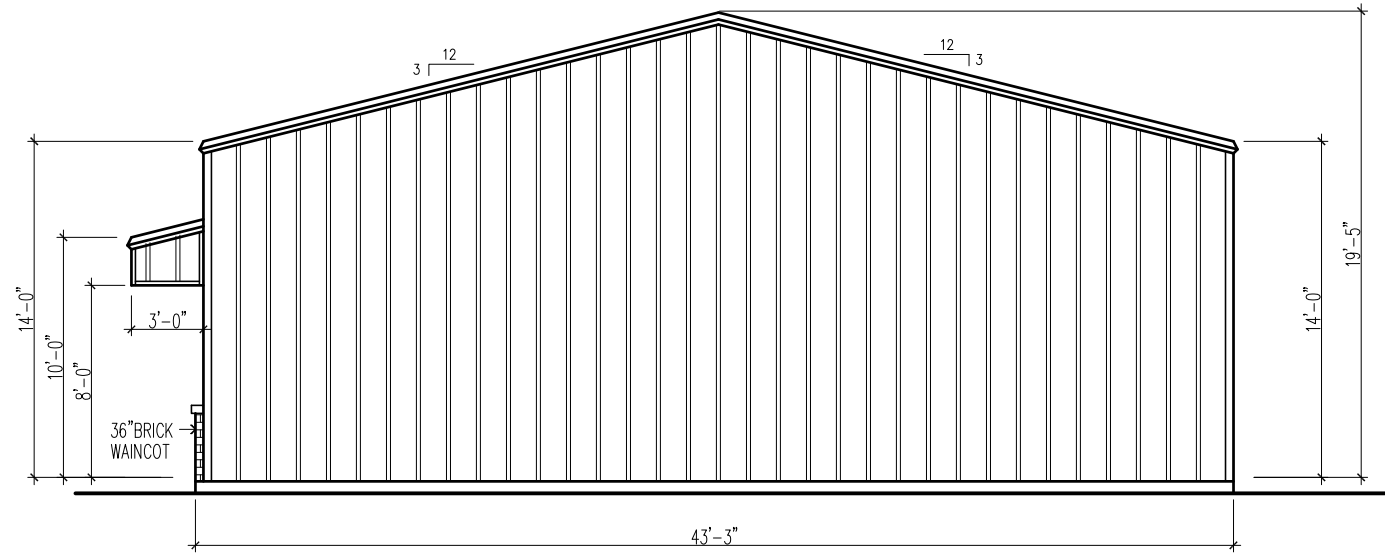
These plans are for a one time use only. They are not to be reproduced or copied except for the one build job. It is the responsibility of the builder to provide Engineering and to comply with all local codes and regulations.
© COPYRIGHT 2021



BLDG 1 & 4 - EXTERIOR MATERIAL AREAS					
	METAL SIDING		BRICK		TOTAL
FRONT ELEVATION	371 SF	81%	85 SF	19%	456 SF
RIGHT SIDE	701 SF	100%			701 SF
REAR	701 SF	100%			701 SF
LEFT SIDE	701 SF	100%			701 SF
TOTALS	2474 SF	97%	85 SF	3%	2559 SF

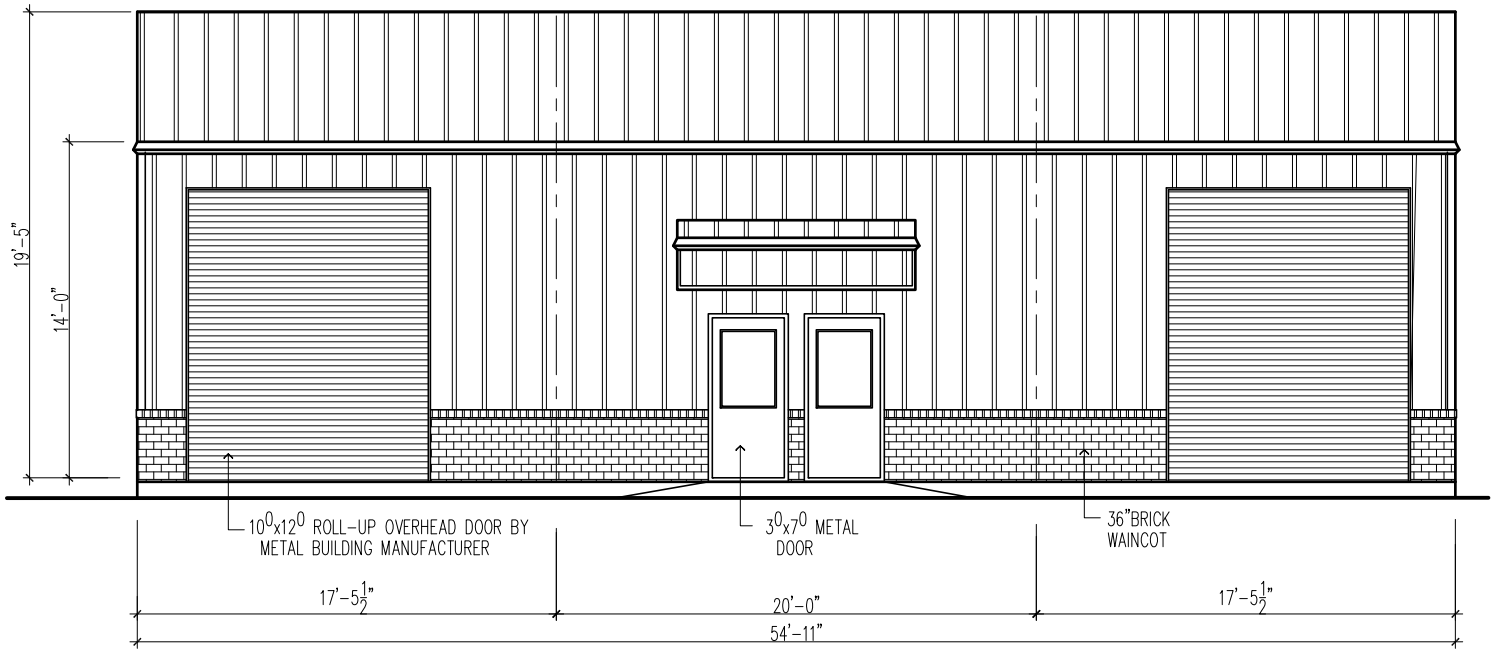
LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



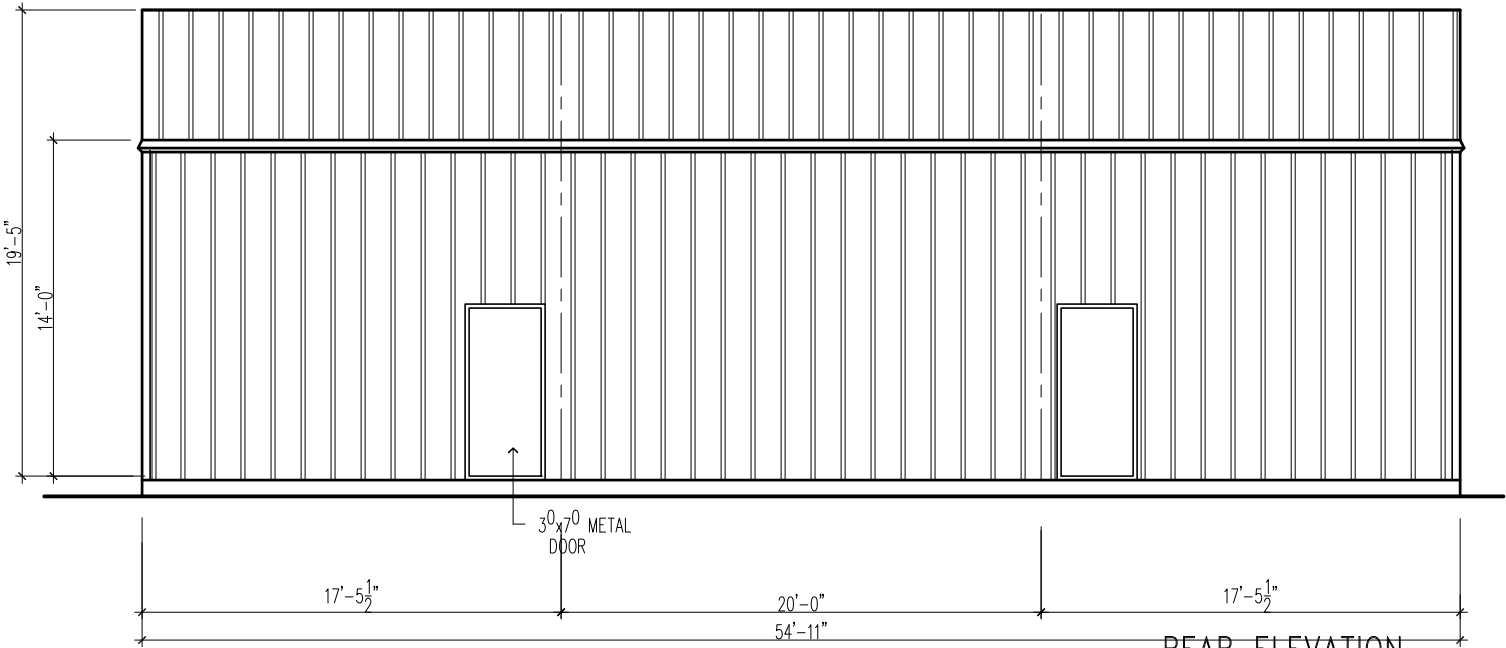
RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



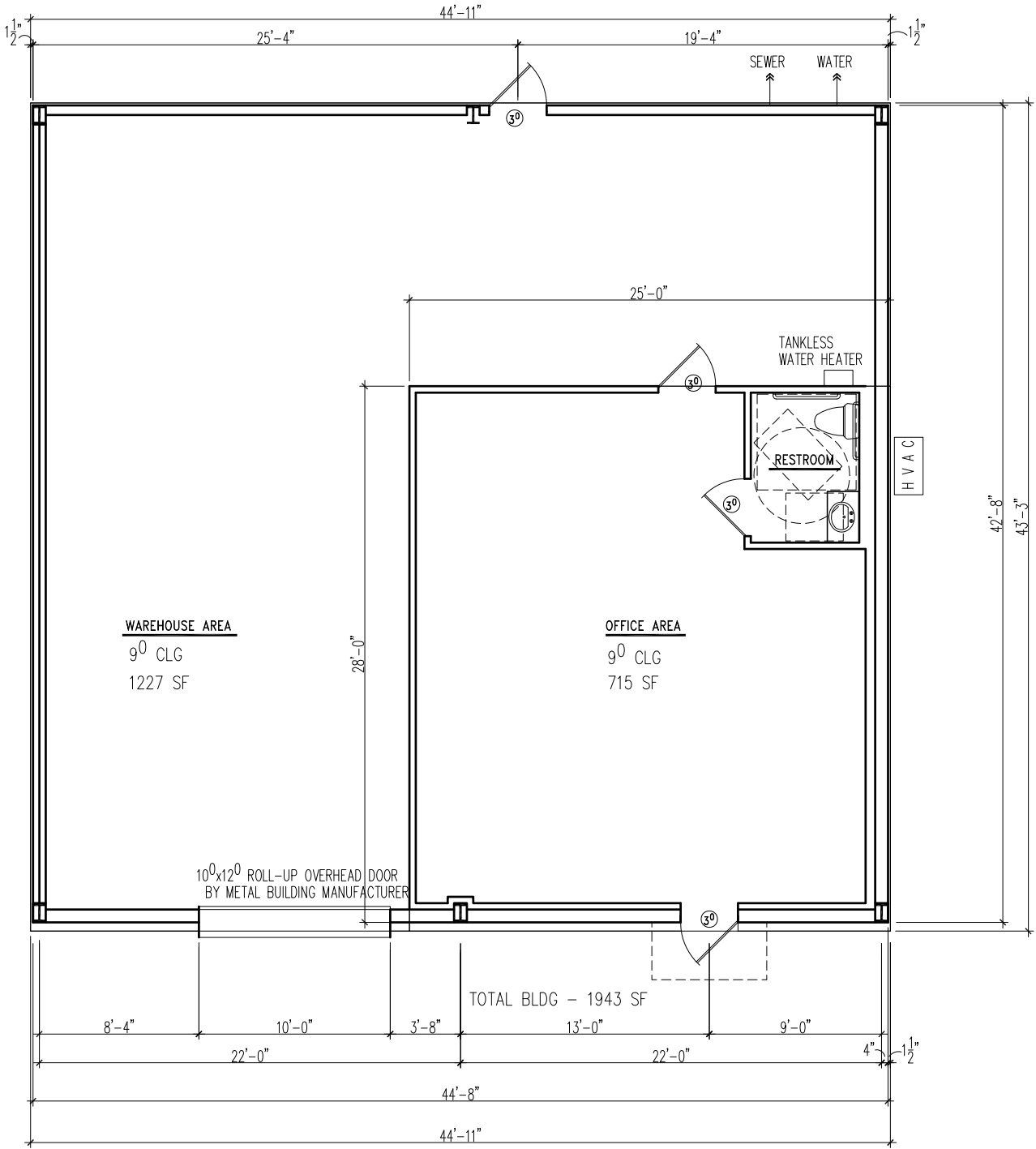
FRONT ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



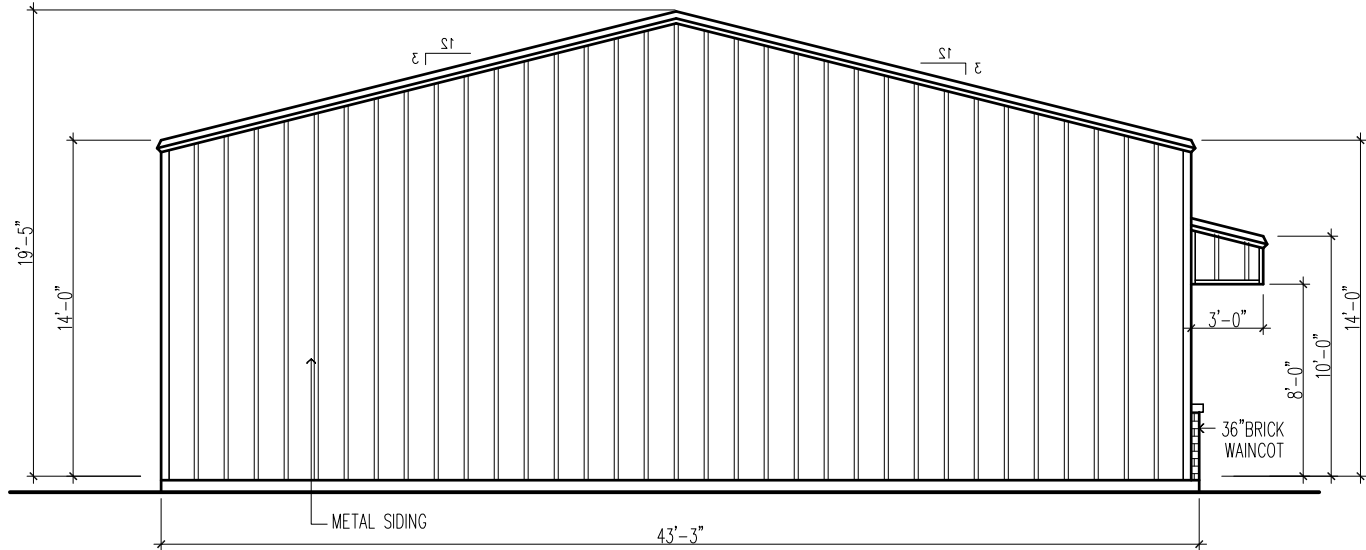
REAR ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



FINAL FLOOR PLAN WILL BE
APPROVED AT BUILDING STAGE

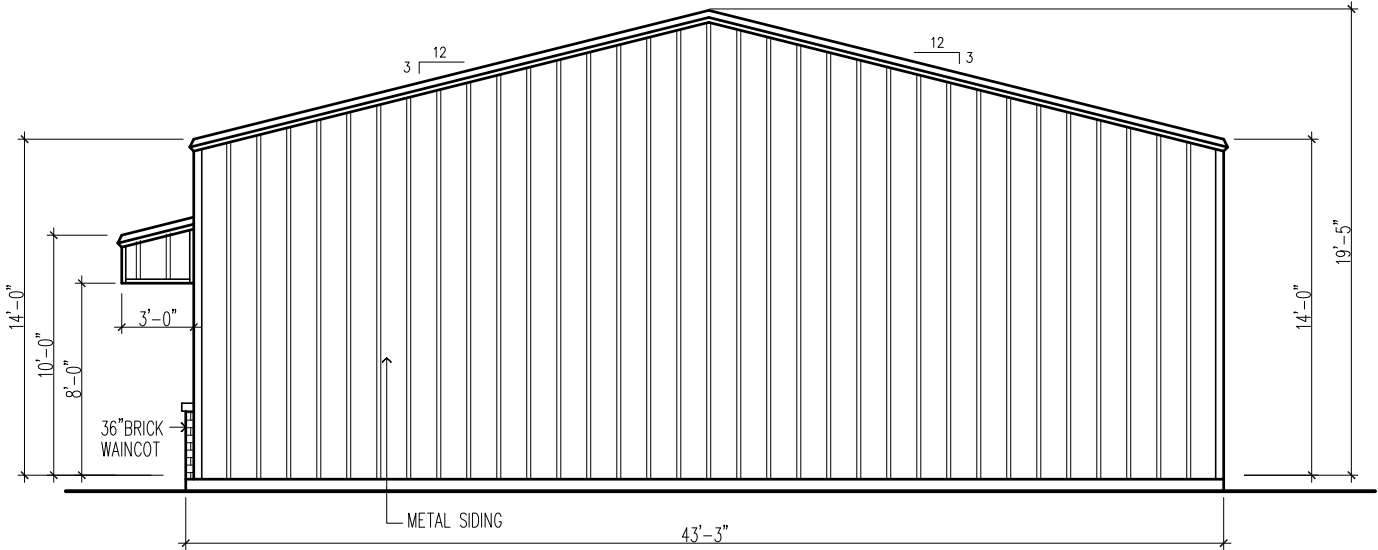
PRELIMINARY FLOOR PLAN
SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)
FRAME AND BRACE TO MEET LOCAL CODES



LEFT SIDE ELEVATION

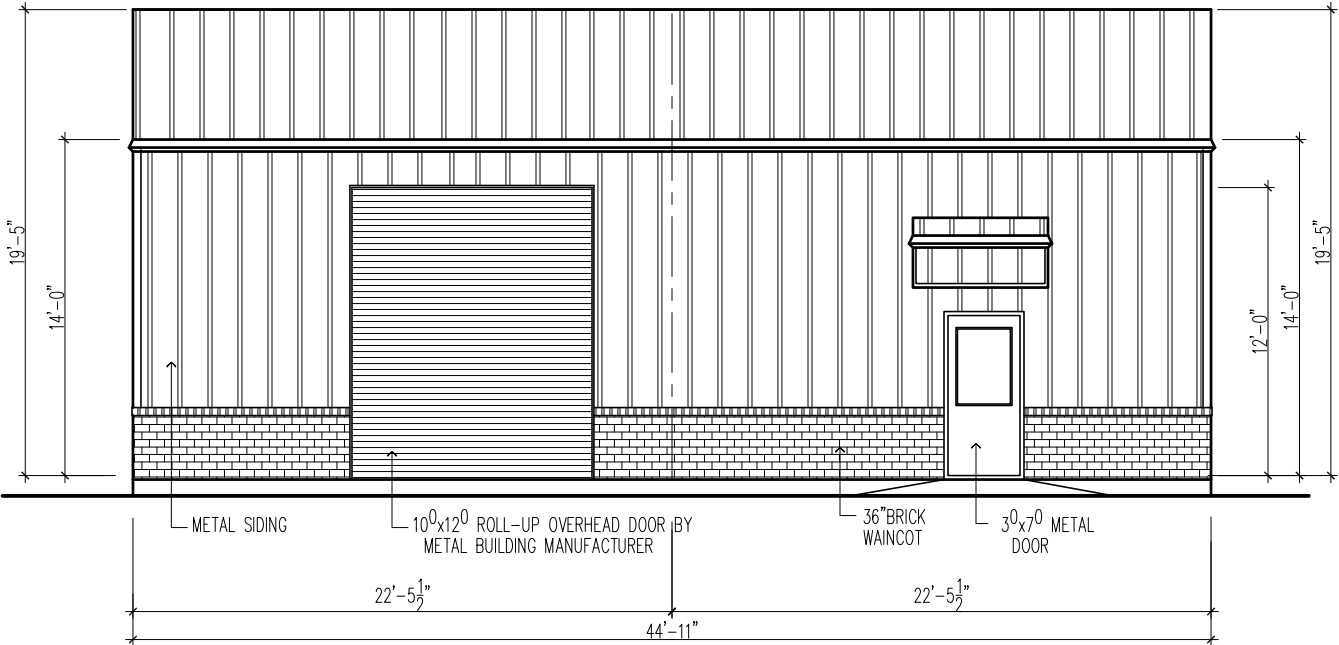
SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

BLDG 2 & 5 - EXTERIOR MATERIAL AREAS				
	METAL SIDING		BRICK	
FRONT ELEVATION	372 SF	80%	94 SF	20%
RIGHT SIDE	701 SF	100%		
REAR	589 SF	100%		
LEFT SIDE	701 SF	100%		
TOTALS	2363 SF	96%	94 SF	4%



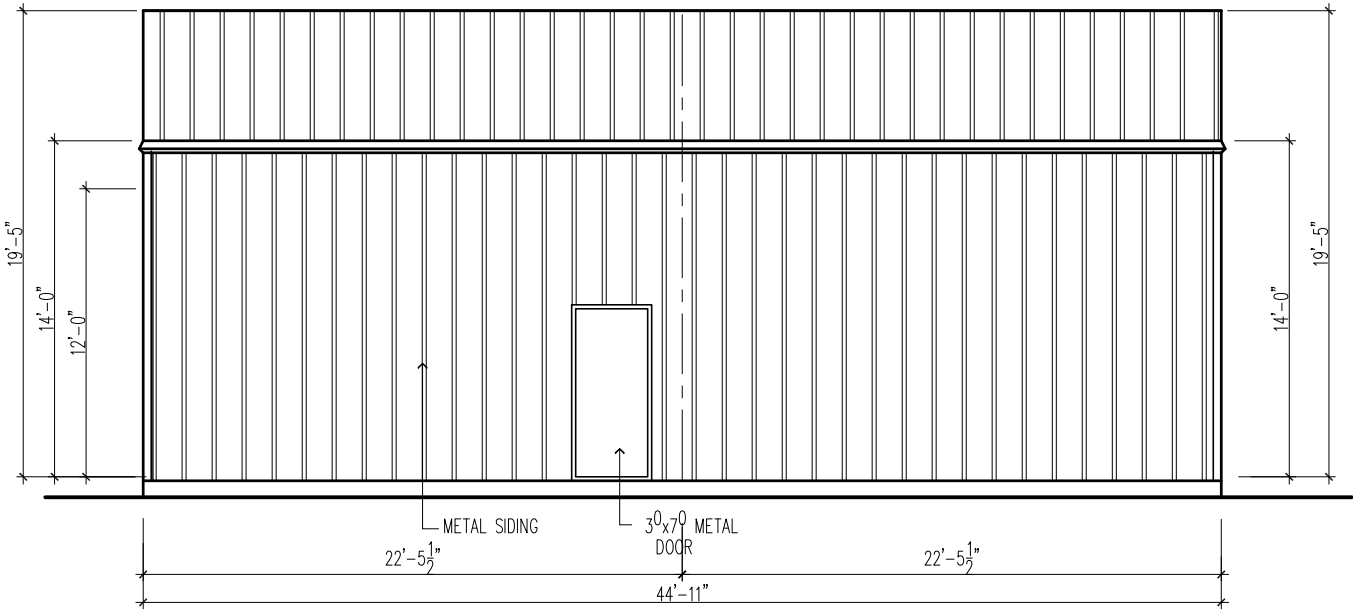
RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



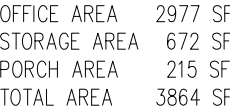
FRONT ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)



REAR ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

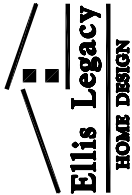


PRELIMINARY FLOOR PLAN

SCALE: $1/8" = 1'-0"$ (11X17)
SCALE: $1/4" = 1'-0"$ (24X36)
FRAME AND BRACE TO MEET LOCAL CODES

1

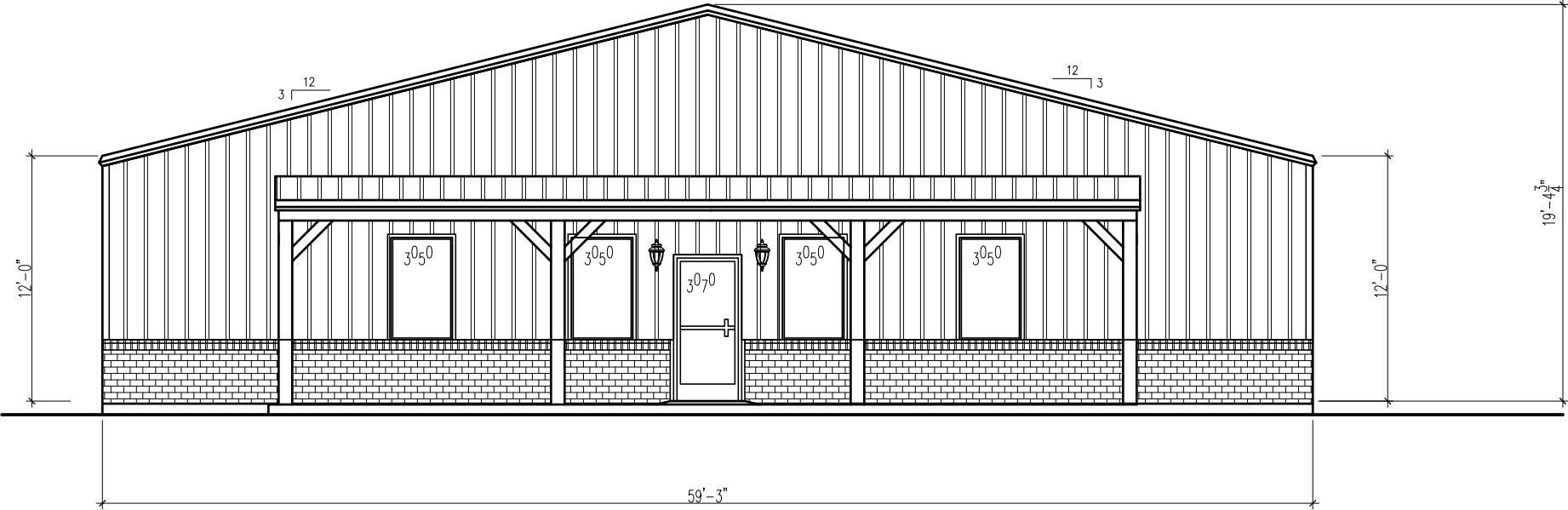
Title
6th Street Commercial
Building 3
PRELIMINARY PLAN
Justin, Texas



Date 05-27-22

These plans are for a one time use only. They are not to be reproduced or copied except for the one build job. It is the responsibility of the builder to provide Engineering and to comply with all local codes and regulations.

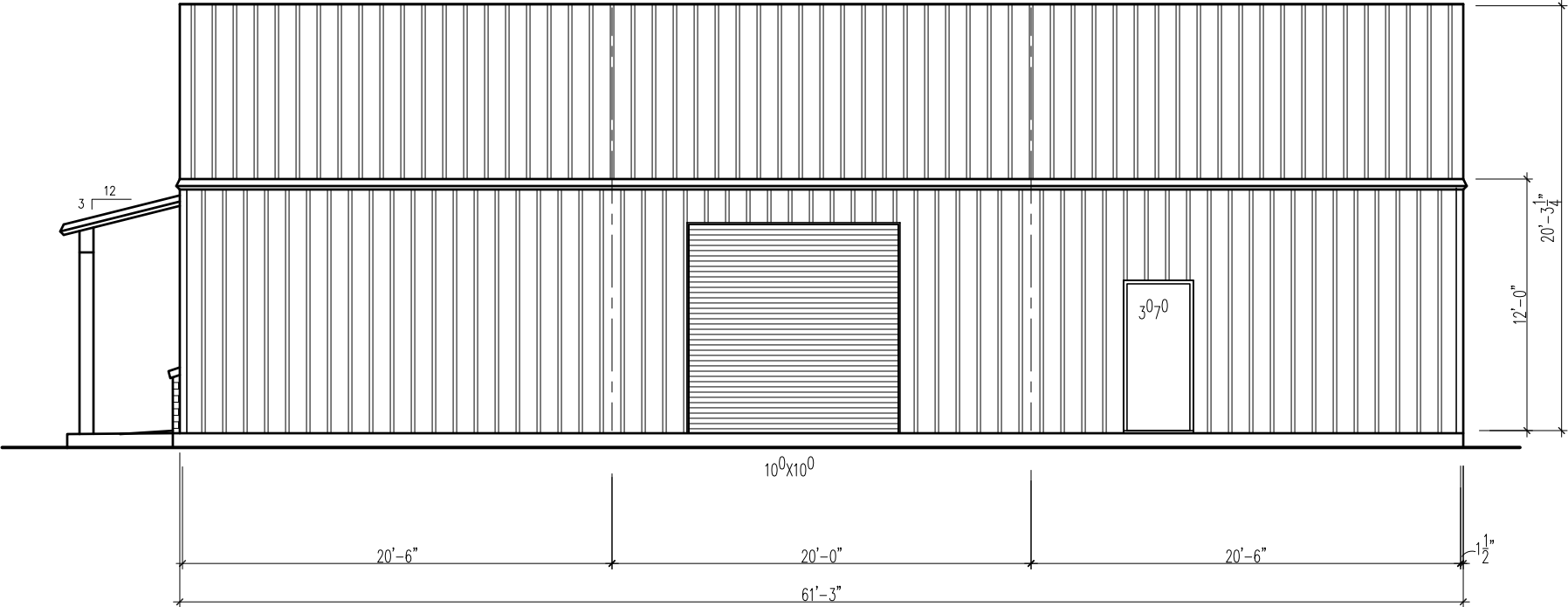
© 2000



BLDG 3 - EXTERIOR MATERIAL AREAS				
	METAL SIDING		BRICK	
				TOTAL
FRONT ELEVATION	649 SF	79%	168 SF 21%	817 SF
RIGHT SIDE	588 SF	100%		588 SF
REAR	829 SF	100%		829 SF
LEFT SIDE	652 SF	100%		652 SF
TOTALS	2718 SF	94%	168 SF 6%	2886 SF

FRONT ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

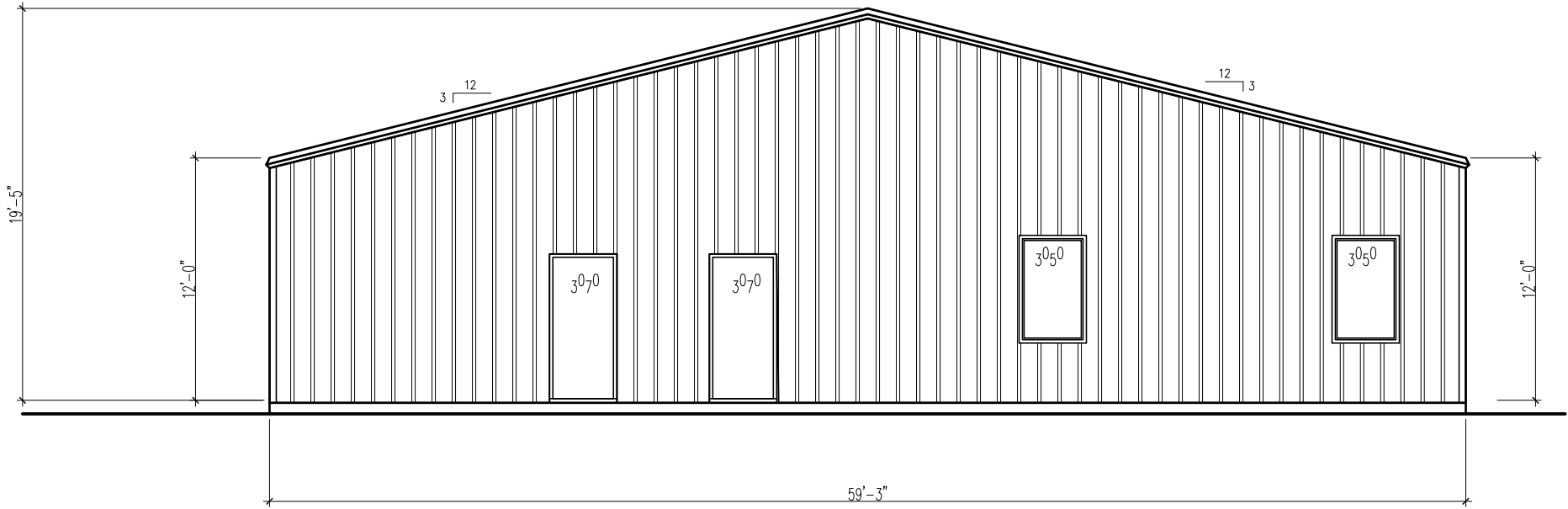


RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

Title
6th Street Commercial
Building 3
PRELIMINARY PLAN
Justin, Texas

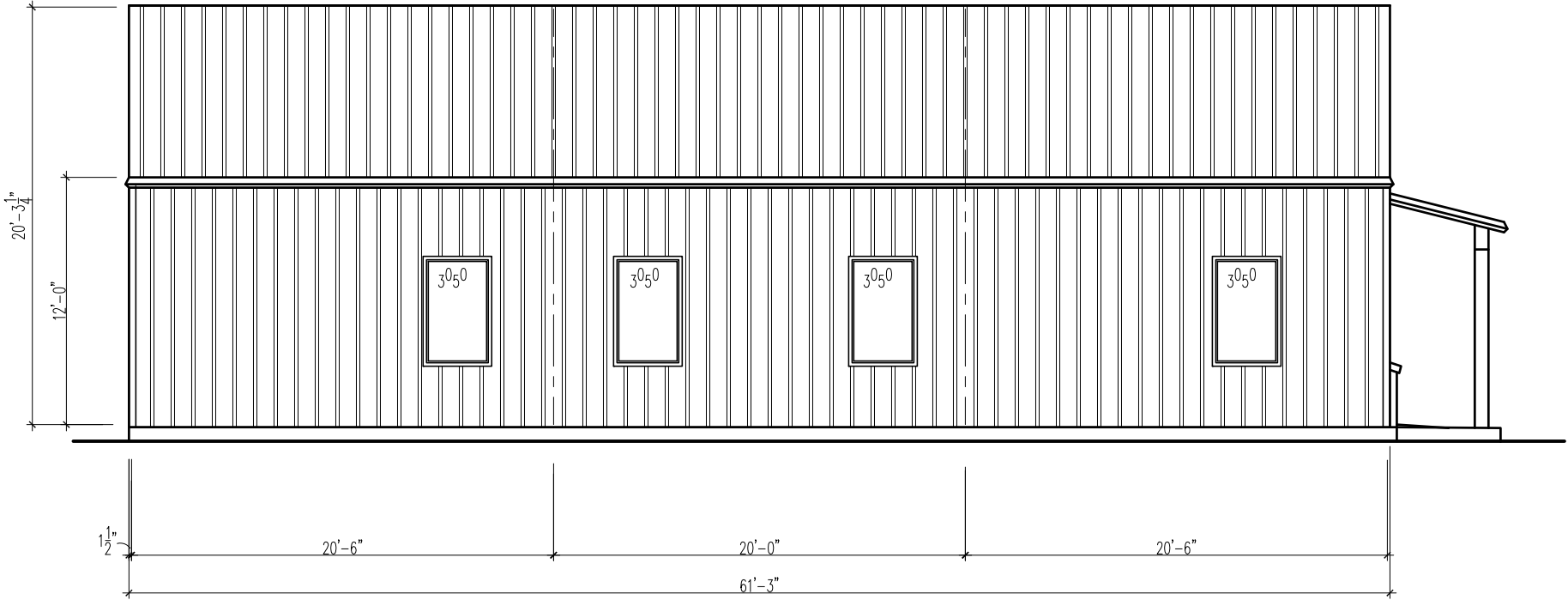
BROOKSON BUILDERS



REAR ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

BLDG 3 - EXTERIOR MATERIAL AREAS					
	METAL SIDING		BRICK		TOTAL
FRONT ELEVATION	649 SF	79%	168 SF	21%	817 SF
RIGHT SIDE	588 SF	100%			588 SF
REAR	829 SF	100%			829 SF
LEFT SIDE	652 SF	100%			652 SF
TOTALS	2718 SF	94%	168 SF	6%	2886 SF

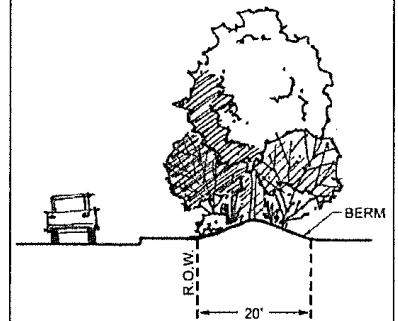
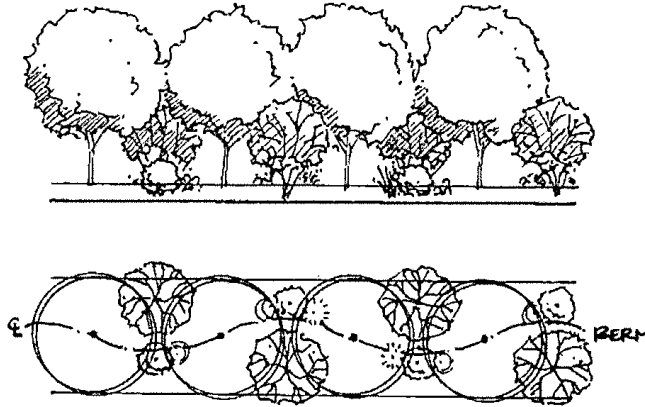


LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0" (11X17)
SCALE: 1/4" = 1'-0" (24X36)

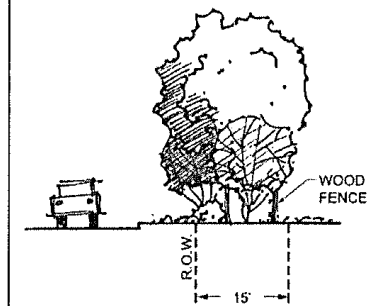
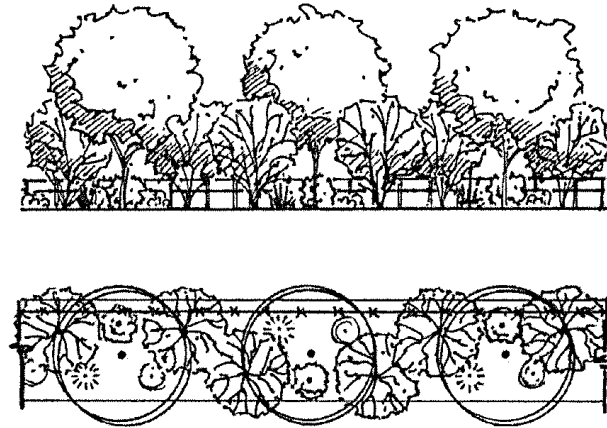
Buffer Yard 'E'

- 20-foot min. width
- Min. 4 canopy trees
- Min. 4 understory trees
- Min. 10 screening shrubs
- Min. 3-ft high berm required, with max. slope of 3:1



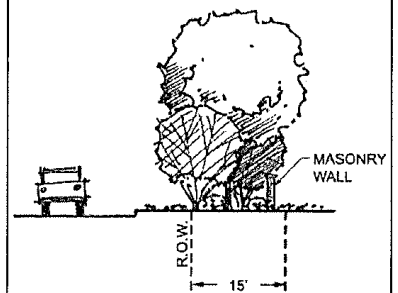
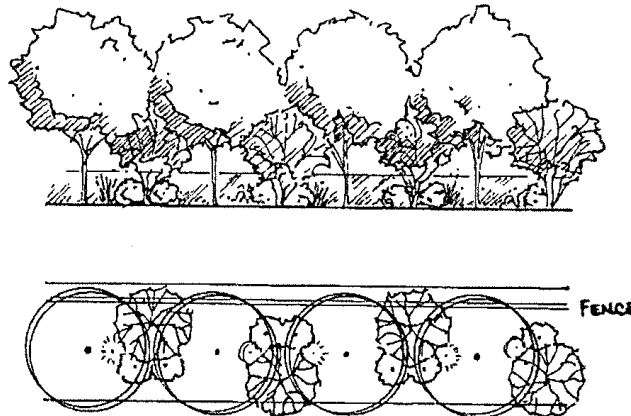
Buffer Yard 'F1'

- 15-foot min. width
- Min. 3 canopy trees
- Min. 6 understory trees
- Min. 10 screening shrubs
- 6-ft high fence required, see Item 3 for required structures, this section.



Buffer Yard 'F2'

- 15-foot min. width
- Min. 4 canopy trees
- Min. 4 understory trees
- Min. 12 screening shrubs
- 6-ft high fence required, see Item 3 for required structures, this section.



Sec. 52-204. Optional buffer yards.

The applicant may seek city approval of an optional buffer yard than is otherwise required, as shown in Table 52-6:

Table 52-6: OPTIONAL BUFFER YARDS

Buffer Yard Required	Optional Buffer Yard
A	B, C, D, E
B	C, D, F1
C	D, F1
D	F1
E	B, C, D
F1	F2
F2	None

(Ord. No. 639-18A , § 2(Exh. A), 2-26-2018)

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5

Title: **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against a Replat for a total of two lots legally described Lots 2R-1 and Lots 2R-2. Generally located northwest from the intersection of FM 407 and Collingwood Drive.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends approval based on the replat meeting all of the requisite codes.

Background:

The Applicant is proposing to Replat the existing property and subdivide it into two lots. The property is located in the Extra Territorial Jurisdiction (ETJ) and each lot would be 2.6 acres.

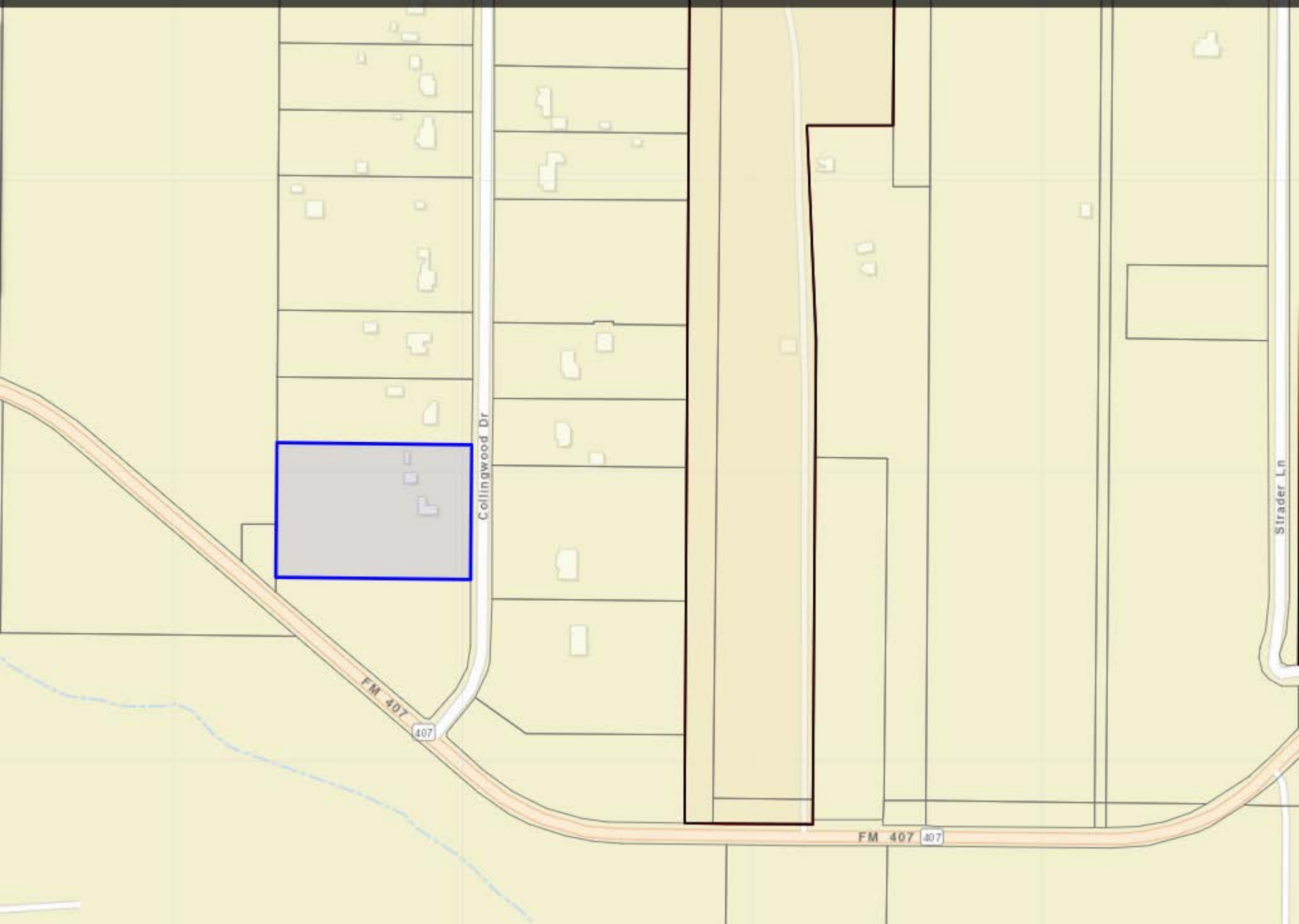
The Applicant filed for a Replat on June 2, 2022. Staff reviewed the replat application for compliance of all requisite regulations. After reviewing the documentation, Staff confirmed the replat presented meets all the requisite codes and regulations.

P&Z Action:

The Commission recommended approval of the replat as presented on July 19, 2022.

City Attorney Review: N/A





Collingwood Dr

FM 407

407

FM 407 407

Strader Ln

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS John Edward Gibson is the owner of the following tract of land:

BEING a tract of land situated in the William Brookfield Survey, Abstract No. 34, in the City of Justin E.T.J., Denton County, Texas and being all of Lots 2, Collingwood Estates, an addition to the Denton County, Texas according to the Plat recorded in Cabinet H, Page 254 of the Plat Records of said county, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the west right-of-way line of Collingwood Drive, a 60 feet-wide right-of-way as shown on said plat of Collingwood Estates, for the northeast corner of Lot 1 of said Collingwood Estates and the southeast corner of said Lot 2;

THENCE South 89°43'10" West, along the common line of said Lot 1 and said Lot 2, a distance of 563.25 feet to a 1/2 inch iron rod found on the east line of Tract 1, a called 70.943 acre tract described in a General Warranty Deed to Bloomfield Homes, L.P., as recorded in Document No. 2021-180345 of the Official Records of said county, for the northwest corner of said Lot 1 and the southwest corner of said Lot 2;

THENCE North 00°16'50" West, along the common line of said Lot 2 and said Tract 1, a distance of 386.68 feet to a 1/2 inch iron rod found for the northwest corner of said Lot 2 and the southwest corner of Lot 3R-2 according to the Replat of Collingwood Estates, recorded in Cabinet O, Page 361 of the Plat Records of said county;

THENCE North 89°43'10" East, leaving said Tract 1 and along the common line of said Lot 2 and said Lot 3R-2, a distance of 563.25 feet to a 1/2 inch iron rod found on the west right-of-way line of the aforementioned Collingwood Drive, for the southeast corner of said Lot 3R-2 and the northeast corner of said Lot 2;

THENCE South 00°16'50" East, along the west right-of-way line of said Collingwood Drive, a distance of 386.68 feet to the POINT OF BEGINNING and containing 217,798 square Feet or 5.000 acres of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, John Edward Gibson does hereby adopt this replat designating the herein described property as Collingwood Estates, Lots 2R-1 and 2R-2, an addition to the City of Justin Extraterritorial Jurisdiction, Denton County, Texas, and does hereby dedicate to the public use the streets, alleys, rights-of-way, and any other public areas shown on this replat.

WITNESS MY HAND, this _____ day of _____, 2021.

BY: John Edward Gibson

By: _____
Signature

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared John Edward Gibson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said John Edward Gibson.

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

Notary Public, State of Texas
My Commission expires on _____

GENERAL NOTES:

- All bearings and coordinates shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011 adjustment) collected with GPS observations using the SMARTNET RTK network.
- All corners are 5/8" iron rods set with a plastic cap stamped "RPLS 6854" unless otherwise noted.
- The purpose of this plat is to split Lot 2 into two separate lots.
- Selling a portion of this addition by metes and bounds is a violation of state law, and is subject to fines and/or withholding of utilities and building permits.
- This property is situated within the City of Justin, Texas E.T.J.
- This property is not located in the Lake Ray Roberts Planning and Zoning Jurisdiction.
- This plat does not attempt to alter or remove existing deed restrictions or covenants, if any, on this property.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0480G, for Denton County, Texas and incorporated areas, dated April 18, 2011, this property is located within:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Michael L. Black, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey on the ground made by me or under my direction and supervision.

Michael L. Black, Registered Professional Land Surveyor No. 6854

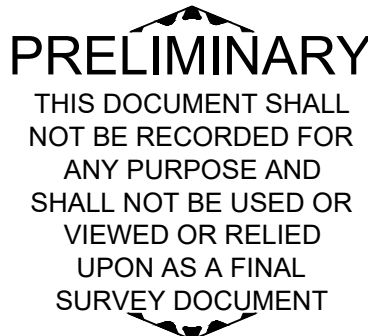
STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Black, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Michael L. Black.

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

Notary Public, State of Texas
My Commission expires on _____



WHEREAS the Planning and Zoning Commission of the City of Justin, Texas, voted affirmatively on this _____ day of _____, 20____, to recommend approval of this plat by the City Council.

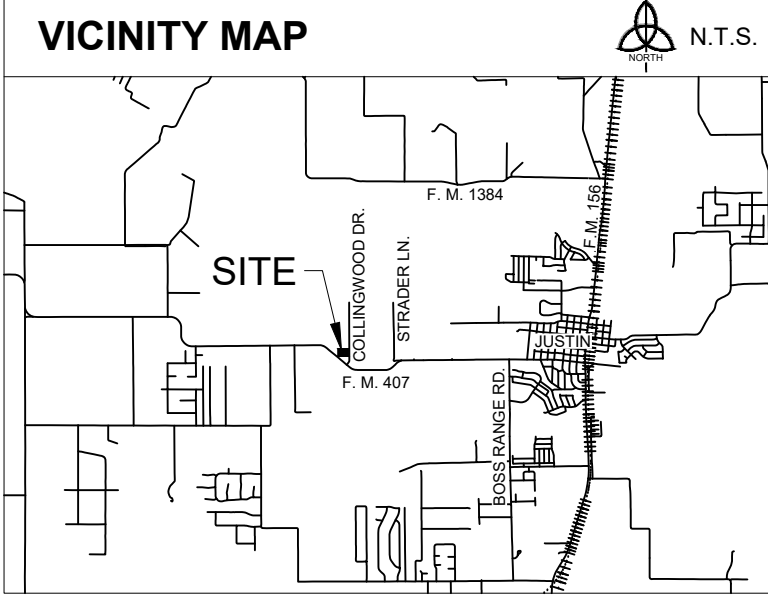
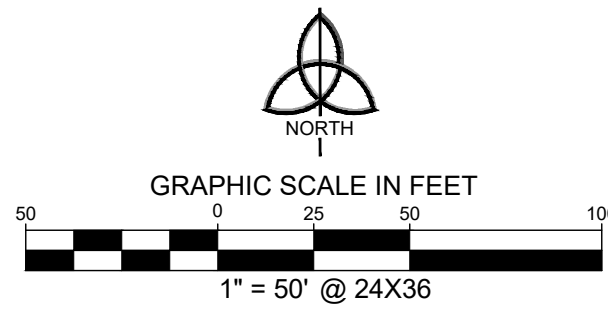
Chairman, Planning and Zoning Commission

Attest: City Secretary

WHEREAS the City Council of the City of Justin, Texas, voted affirmatively on this _____ day of _____, 20____, to approve this plat for filing of record.

Mayor, City of Justin

Attest: City Secretary



LEGEND		
—	BOUNDARY LINE	P.R.D.C.T. PLAT RECORDS DENTON
---	EASEMENT LINE	COUNTY, TEXAS
---	BUILDING LINE	O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS
●	MONUMENT FOUND	DENTON COUNTY, TEXAS
○	MONUMENT SET	CIRP IRON ROD W/ CAP FOUND
P.O.B.	POINT OF BEGINNING	IRP IRON ROD FOUND
(CM)	CONTROLLING MONUMENT	CIRS 5/8" IRON ROD SET WITH A
U.E.	UTILITY EASEMENT	YELLOW CAP STAMPED "6854"
D.E.	DRAINAGE EASEMENT	E.T.J. EXTRA TERRITORIAL JURISDICTION
B.L.	BUILDING LINE	

REPLAT
COLLINGWOOD ESTATES
LOTS 2R-1 AND 2R-2

BEING A REPLAT OF LOT 2, COLLINGWOOD ESTATES, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, PAGE 254, PLAT RECORDS, DENTON COUNTY, TEXAS

5.000 ACRES
OUT OF THE
WILLIAM BROOKFIELD SURVEY, ABSTRACT NO. 34,
CITY OF JUSTIN E.T.J., DENTON COUNTY, TEXAS
JUNE 2022
CITY OF JUSTIN PROJECT NUMBER: _____

TRINITY
LAND SURVEYING LLC

1222 Greenbriar St. Denton, Texas 76201 FIRM # 10194687 Tel. No. (940) 293-3180

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	MLB	TLS	06/02/2022	2022-034	1 OF 1

OWNER / APPLICANT:
John Edward Gibson
9237 Collingwood Drive
Justin, Texas 76247
Ph: (940) 299-9862

SURVEYOR:
Trinity Land Surveying, LLC
1222 Greenbriar St.
Denton, TX 76201
Ph: (940) 293-3180
Contact: Michael Black, RPLS

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6

Title: **PUBLIC HEARING:** Conduct a Public Hearing to hear concerns for or against amending Chapter 52 and Chapter 10 of the Code of Ordinances relating to Temporary Batch Plants.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request.

Background:

A request was made by Council to review the temporary batch plant ordinance. Staff has proposed permitting Temporary Batch Plants by right with the following conditions:

- An 18 inch mound around the perimeter of the batch plant.
- A two foot silt wall placed around the site.
- A water truck mitigating dust as requested by the City.
- Construction zone signage on any collector or thoroughfare road. Placement shall be determined by the Public Works Director.
- A 500 foot minimum setback for a concrete batching plant from any existing residential uses.
- A 700 foot minimum setback for an asphalt batching plant from any existing residential uses.

P&Z Action: The Commission recommended approval of the item with minor conditions on July 19, 2022.

City Attorney Review: N/A

Sec. 10-26. - Temporary concrete or asphalt batching plant.

- (a) Upon application, including a site plan, the city ~~may council may, if it finds that the public interest requires it to reduce construction traffic, street damage and/or cost,~~ authorize the issuance of a temporary ~~concrete~~ batching plant permit, for a location on or adjacent to a major construction site in the city, for a period not to exceed six months with the following conditions:
- An 18 inch mound around the perimeter of the batch plant.
 - A two foot silt wall placed around the site.
 - A water truck mitigating dust as requested by the City.
 - Construction zone signage on any collector or thoroughfare road. Placement shall be determined by the Public Works Director.
 - A 500 foot minimum setback for a concrete batching plant from any existing residential uses.
 - A 700 foot minimum setback for an asphalt batching plant from any existing residential uses.
- (b) ~~The temporary permit may be extended by the city council for additional periods not exceeding six months each.~~ If the application deviates from any of the requirements set above, City Council shall have the sole authority to approve the permit. The permit may be issued with appropriate, reasonable conditions determined by the city council, including conditions for control of traffic, view from public or adjacent property, dust, light, noise, ingress and egress, and hours of operation.
- (c) ~~The permit may be issued with appropriate, reasonable conditions determined by the city council, including conditions for control of traffic, view from public or adjacent property, dust, light, noise, ingress and egress, and hours of operation.~~

(Code 1994, § 3.107; Ord. No. 485, § 1, 1-11-2010)

OTHER USES												
Transportation	Airport, aviation field, helistop or landing area									S	S	S
	Railroad or bus passenger station									S	S	P
	Railroad team track, freight depot & docks or classification yard											P
	Railroad roundhouse or RR car repair shop											
	Terminal; truck, freight, rail or water											P
Ag Waste Related	Junk and used material storage yards											S
	Landfill, recycling center, household hazardous waste or waste tire facility											S
	Pet cemetery											S
	Recycling collection only facility											P
	Salvage yard (other than automotive)											S
Ag	Agricultural uses	P										
Gas	Compression facilities, gathering stations*	S	S	S	S	S	S	S	S	S	S	S
	Gas drilling and production*	S	S	S	S	S	S	S	S	S	S	S
	Oil drilling and production*	S	S	S	S	S	S	S	S	S	S	S
	* In conformance with City of Justin Gas Drilling Ordinance											
Accessory Uses	Accessory use or building	P	P	P	P	P	P	P				P
	Commercial outside display	S								S	S	S
	Farm accessory building											P
	Home occupations	P	P	P	P	P	P					
	Outside storage, screened*	P	P	P	P	P		P	P	P	P	P
	Outside storage, unscreened*								S	S	S	S
	Stable, stockyards or feeding pens (noncommercial)											S
	Swimming pool, private	P	P	P	P	P	P	P	P	P	P	P
Temporary Uses	Amusement, outdoor (temporary)									S	S	S
	Batch plant, concrete or asphalt (temporary)	p*	p*	p*	p*	p*	p*	p*	p*	S p*	P*	S p*

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO CHAPTER 52 AND CHAPTER 10 RELATING TO TEMPORARY BATCH PLANT PERMIT REGULATIONS PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council directed Staff to bring forward an amendment related to Temporary Batch Plants on June 28, 2022; and

WHEREAS, the Planning and Zoning Commission of the City of Justin (the "Commission"), in compliance with the laws of the State of Texas, gave the requisite notices by publication and otherwise, and held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed amendment is approved and made a part of this ordinance

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

Section 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 3. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7

Title: Consider Resolution No. 586-22 Authorizing the Execution and Delivery of the Trinity River Authority – Denton Creek Regional Wastewater Treatment System Eight Supplemental Contract (City of Justin, Texas) and Continuing Disclosure Agreement

Department: Administration

Contact: City Manager, Chuck Ewings

Staff Recommendation: Approval of the Resolution

Background:

City staff has been in conversation with the Trinity River Authority for several months regarding wastewater treatment service. This would eliminate the requirement for Justin to continue and expand use of its wastewater treatment plant and provide significantly more capacity at a greatly reduced cost to the rate payers.

We will provide cost projections and impacts to rates during the presentation at the city council meeting. Additionally, if council approves the proposed TRA agreement, we will request that impact fees be reevaluated. If future costs decrease the sewer impact fee may be reduced and decrease the burden on new homeowners and businesses.

We did confirm that the proposed sewer line constructed to serve Justin between the city's meter vault and the TRA treatment plant would be maintained by TRA. Initial costs beginning on December 1, 2022, will be payments based on 30,000 gallons per day of the current rates estimated at \$6,316.20 per month. Total buy in will cost \$1,955,176 spread out over 15 years plus interest accrued at 2.966% paid annually. These payments will assist in covering cost for design and construction of future plant expansions.

Matthew Jalbert, P.E., Executive Director for the TRA Norther Region, will be in attendance with his staff to answer any questions. If approved, the TRA Board of Directors will consider the contract on August 24, 2022.

City Attorney Review: Yes

CITY OF JUSTIN, TEXAS

RESOLUTION NO. 586 -22

A RESOLUTION OF THE CITY OF JUSTIN, TEXAS AUTHORIZING THE EXECUTION AND DELIVERY OF THE TRINITY RIVER AUTHORITY OF TEXAS - DENTON CREEK REGIONAL WASTEWATER TREATMENT SYSTEM EIGHTH SUPPLEMENTAL CONTRACT (CITY OF JUSTIN, TEXAS) AND A CONTINUING DISCLOSURE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the **City**) and the Trinity River Authority of Texas (the **Authority**) desire to enter into the "*Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Eighth Supplemental Contract (City of Justin, Texas)*," (the **Contract**) relating to the provision of facilities and services by the Authority for the benefit of the City and the Denton Creek Regional Wastewater Treatment System (the **System**); and

WHEREAS, in connection with the financing of the facilities and services provided by the Authority for the benefit of the City, the Authority has and will, from time to time authorize, issue and deliver bonds (the **Bonds**) of the Authority supported by payments to be made by the City pursuant to the Contract; and

WHEREAS, the United States Securities and Exchange Commission has adopted Rule 15c2-12, as amended from time to time (the **Rule**) which provides that a broker, dealer or municipal securities dealer of Bonds issued after the effective dates set forth in the Rule, may not purchase or sell Bonds in connection with an offering thereof unless, prior to the purchase or sale thereof, "obligated persons", or entities acting on behalf of "obligated persons", have undertaken to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors; and

WHEREAS, in order to comply with the Rule and facilitate the future issuance of Bonds, the City and the Authority have agreed that it is deemed appropriate and necessary to enter into a continuing disclosure agreement (the **CDA**) hereinafter authorized to be executed and delivered.

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. For and on behalf of the City, the Mayor of the City is hereby authorized and directed to sign, deliver, and otherwise execute, and the City Secretary of the City is hereby authorized and directed to sign, attest, and seal, the Contract and CDA in substantially the form and substance attached to this Resolution and made a part hereof for all purposes.

Section 3. The Contract and the CDA, and any amendment or supplement thereto, shall become effective and enforceable in accordance with their terms immediately upon execution and delivery thereof for all intents and purposes.

Section 4. That each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting at which this Resolution was introduced, and that this Resolution would be introduced and considered for passage at this meeting, and each of said officers and members consented, in advance, to the holding of this meeting for such purpose, and that this meeting was open to the public and public notice of the time, place and purpose of this meeting was given, all as required by the Texas Government Code, Chapter 551.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS ON AUGUST 9, 2022.

CITY OF JUSTIN, TEXAS

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
DENTON COUNTY
CITY OF JUSTIN

We, the undersigned officers of the City of Justin, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in a regular meeting on _____, 2022 at the regular meeting location and the roll was called of the duly constituted officers and members of said City Council, to wit:

Elizabeth Woodall; Mayor
James Clark; Councilmember
Tomas Mendoza; Councilmember

John Mounce; Mayor Pro Tem
Chrissa Hartle; Councilmember
Jim Tate; Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE TRINITY RIVER AUTHORITY OF TEXAS - DENTON CREEK REGIONAL WASTEWATER TREATMENT SYSTEM EIGHTH SUPPLEMENTAL CONTRACT (CITY OF JUSTIN, TEXAS) AND A CONTINUING DISCLOSURE AGREEMENT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON _____, 2022.

City Secretary

Mayor

(CITY SEAL)

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated as of ____, 2022 is executed and delivered by the Trinity River Authority of Texas (the "Authority") and the City of Justin, Texas (the "City") in connection with the issuance, from time to time, of the Authority's bonds ("Bonds") with respect to which the City is an "obligated person" (defined below). The information to be provided consists of: (i) certain annual financial and operating information and audited financial statements, if available; (ii) timely notices of the occurrence of certain events and (iii) timely notices of the failure of the Authority or the City to provide required annual financial information on or before the date specified herein. Terms not defined herein have the meaning assigned in the Rule (defined below).

SECTION 1. Definitions.

As used in this Agreement, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" has the meaning assigned in the Rule. For convenience, such definition means (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b) above. Pursuant to the Rule, the term Financial Obligation does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board and any successor to its duties.

"*Obligated Person*" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). With respect to the Authority's Bonds, the City is an "obligated person."

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission and any successor to its duties.

SECTION 2. Annual Reporting; Obligations of the City.

(a) *Information Specified in the Authority's Official Statements.* The City shall provide to the MSRB via its Electronic Municipal Market Access System ("EMMA"), on an annual basis, financial information and operating data pertaining to the City as specified and included in Appendix B of any final official statement relating to the Authority's Bonds. Such information shall be (i) filed with the MSRB within six months after the end of each of its fiscal years ending on or after 2022 and (ii) in an electronic format that is prescribed by the MSRB. The City may provide such information through an agent designated by the City, if the City has designated such agent, or through an agent designated by the Authority.

(b) *Annual Financial Statements.* The City shall provide to the MSRB its audited financial statements when and if available, and in any event, within twelve months after the end of each fiscal year ending in or after 2022. If the audit of the City's financial statements is not complete within twelve months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial

statements or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which it must be provided.

(c) If the City changes its fiscal year, it will notify the MSRB in writing of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(d) The financial information and operating data to be provided pursuant to this Section (i) shall be filed either directly by the City or through an authorized agent and (ii) may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereof (including an official statement or other offering document, if it is available from the MSRB) that has been provided to the MSRB.

(e) The City shall provide, in a timely manner, notice of any failure by the City to provide annual financial statements and operating data in accordance with this Section to the MSRB and the Authority.

(f) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the City with all CUSIP numbers to Bonds for which the City is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

SECTION 3. Notice of Certain Events.

(a) The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events that relate to the City and with respect to the Authority's Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the City with all CUSIP numbers to Bonds for which the City is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

(d) For purposes of this Section, and particularly with the events described in (a)(15) and (a)(16), the City shall make filings for only those events which relate to or impact the credit of the Authority's Bonds. For example, the Authority's Bonds are secured by payments by the City under the contract between the Authority and the City; such payments constitute an operating expense of the City's water and sewer system. Therefore, notice of events which impact the City's water and sewer system may require a filing to be made if the City concludes that it is material under the Rule. Events affecting the City's general obligation or tax-supported debt obligations would not require a filing to be made because they do not relate to or impact the credit of the Authority's Bonds. The Authority will defer to the City to make its own determination of materiality with respect to the events listed above.

(e) The City will also notify the Authority at the time of the filing of any event disclosures filed with the MSRB.

SECTION 4. Limitations, Disclaimers, and Amendments.

The Authority shall ensure each of its bond resolutions contains an agreement requiring the Authority to comply with the Rule. The Authority and the City shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the City remains an "obligated person" with respect to Bonds within the meaning of the Rule, except that the Authority in any event will give notice to the City of any deposit made that causes Bonds no longer to be outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the City undertake to provide only the financial information, operating data, financial statements, and notices which each has expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Agreement or otherwise, except as expressly provided herein. Neither the Authority nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY OR THE CITY, BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY OR THE CITY, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority or the City in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Authority authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement. Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority or the City under federal and state securities laws.

With the consent of the other party, the provisions of this Agreement may be amended by the Authority or the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority or the City, but only if (1) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Authority or the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Authority or the City so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the City shall provide a notice of such amendment to be filed together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Authority or the City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the

Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

SECTION 5. Miscellaneous.

(a) *Representations.* Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

(b) *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

(c) *Severability.* If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(d) *Counterparts.* This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(e) *Supersedes Previous Agreements.* This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the Authority and the City have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TRINITY RIVER AUTHORITY OF TEXAS

President, Board of Directors

ATTEST:

Secretary, Board of Directors

CITY OF JUSTIN, TEXAS

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

TRINITY RIVER AUTHORITY OF TEXAS - DENTON CREEK REGIONAL
WASTEWATER TREATMENT SYSTEM EIGHTH SUPPLEMENTAL CONTRACT
(CITY OF JUSTIN, TEXAS)

THE STATE OF TEXAS :

TRINITY RIVER AUTHORITY OF TEXAS :

THIS TRINITY RIVER AUTHORITY OF TEXAS - DENTON CREEK REGIONAL WASTEWATER TREATMENT SYSTEM EIGHTH SUPPLEMENTAL CONTRACT (CITY OF JUSTIN, TEXAS) (the "Contract") made and entered into as of the 24th day of August, 2022, by and between TRINITY RIVER AUTHORITY OF TEXAS (the "Authority"), an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 518, Acts of the 54th Legislature of the State of Texas, Regular Session, 1955, as amended (the "Authority Act"), and the CITY OF JUSTIN, in Denton County, Texas (the "City" or the "Ninth Additional Contracting Party").

W I T N E S S E T H:

WHEREAS, the City is a duly created City and political subdivision of the State of Texas operating under the Constitution and laws of the State of Texas; and

WHEREAS, the Authority and the Ninth Additional Contracting Party are authorized to enter into this Contract pursuant to the Authority Act, Chapter 30, Texas Water Code, and other applicable laws; and

WHEREAS, the Authority has acquired and constructed and is operating a regional wastewater treatment system to serve various Contracting Parties within the watershed or drainage area of Denton Creek, a tributary of the Trinity River, located in Denton and Tarrant Counties, Texas (the "System"); and

WHEREAS the System acquired and constructed is described in an engineering report of Rady & Associates, Fort Worth, Texas, entitled "Comprehensive Feasibility Study on Denton Creek Regional Wastewater System", dated August, 1987, and includes wastewater treatment facilities and capacities designed and currently sufficient to serve (within the watershed of Denton Creek) the Cities of Fort Worth, Haslet, and Roanoke (the "Initial Contracting Parties"), as well as the City of Southlake and Lake Turner Municipal Utility District No. 1 of Tarrant and Denton Counties, Texas, which district subsequently changed its name to "Circle T Municipal Utility District No. 1" (the "First and Second Additional Contracting Parties", respectively), the City of Keller (the "Third Additional Contracting Party"), Lake Turner Municipal Utility District No. 3 of Tarrant and Denton Counties, Texas, which district subsequently changed its name to "Circle T Municipal Utility District No. 3" (the "Fourth Additional Contracting Party"), the Town of Flower Mound (the "Fifth Additional Contracting Party"), the Town of Westlake (the "Sixth Additional Contracting Party"), the Town of Northlake (the "Seventh Additional Contracting Party"), the Town of Argyle (the "Eighth Additional Contracting Party") and also the City; and

WHEREAS, such report, including all amendments and supplements thereto made prior to the execution of acquisition and construction contracts for the System and as changed by change orders entered after acquisition and construction contracts for the System were executed, is hereinafter called the "Engineering Report"; and

WHEREAS, the Authority and the Initial Contracting Parties have entered into the "Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Contract", dated as of October 28, 1987, with respect to the System (the "Base Contract"); and

WHEREAS, pursuant to the Base Contract, the Authority and the First and Second Additional Contracting Parties have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Supplemental Contract (City of Southlake and

Lake Turner Municipal Utility District No. 1), dated as of April 27, 1988, hereafter called the "First Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Third Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Second Supplemental Contract (City of Keller, Texas), dated as of April 22, 1992, hereinafter called the "Second Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Fourth Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Third Supplemental Contract (Lake Turner Municipal Utility District No. 3), dated as of August 24, 1994, hereinafter called the "Third Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Fifth Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Fourth Supplemental Contract (Town of Flower Mound, Texas), dated as of March 1, 2000, hereinafter called the "Fourth Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Sixth Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Fifth Supplemental Contract (Town of Westlake, Texas), dated as of March 1, 2000, hereinafter called the "Fifth Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Seventh Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Sixth Supplemental Contract (Town of Northlake, Texas), dated as of December 1, 2001, hereinafter called the "Sixth Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Eighth Additional Contracting Party have entered into the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Seventh Supplemental Contract (Town of Argyle, Texas), dated as of December 6, 2006, hereinafter called the "Seventh Supplemental Contract"; and

WHEREAS, pursuant to the Base Contract, the Authority and the Eighth Additional Contracting Party have entered into the First Amendment to the Trinity River Authority of Texas - Denton Creek Regional Wastewater Treatment System Seventh Supplemental Contract (Town of Argyle, Texas), dated as of December 5, 2007, hereinafter called the "First Amendment – Seventh Supplemental Contract";

WHEREAS, pursuant to the Base Contract, the First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Contracts, and/or the First Amendment – Seventh Supplemental Contract, the Authority issued and delivered multiple series of bonds for the System to enable the Authority to construct improvements and extensions to the System and refinance previously issued bonds; and

WHEREAS, the Base Contract and each of the First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Contracts, and the First Amendment – Seventh Supplemental Contract (the "Supplemental Contracts") make provision for Additional Contracting Parties to become Contracting Parties with substantially the same rights and obligations as each of the Initial Contracting Parties, upon the execution of a contract similar to the Base Contract; and

WHEREAS, upon the execution of this Contract the City will become such an Additional Contracting Party, and thus a Contracting Party, in accordance with the requirements of the Base Contract and the Supplemental Contracts, with all conditions prerequisite to such execution having been met; and

WHEREAS, this Contract substantially restates the essential provisions of the Base Contract and the Supplemental Contracts, and is structured similar thereto to the fullest extent applicable and practicable, including the requirements with respect to "minimums", but with such additions and changes that are necessary to meet the actual circumstances, with the effect that the City, being the Ninth Additional Contracting Party hereby adopts the provisions of the Base Contract and the Supplemental Contracts, as supplemented and necessarily changed by this Contract; and

WHEREAS, the "minimums" set for the City in Section 13(c) of this Contract are equitable and have been fixed by the Authority as required in the Base Contract and the Supplemental Contracts; and

WHEREAS, the Advisory Committee established pursuant to the Base Contract has approved the terms and conditions of this Contract and the inclusion of the City as an Additional Contracting Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority agrees to provide Wastewater treatment services of the System to the City under this Contract, and to issue its Bonds from time to time, upon and subject to the terms and conditions hereinafter set forth, to-wit:

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(a) "Additional Contracting Party" means any party which is not then a Contracting Party with which the Authority makes a contract similar to this Contract for providing services of the System, provided that after execution of any such similar contract such party shall become one of the Contracting Parties for all purposes of this Contract, unless otherwise specifically provided herein.

(b) "Adjusted Annual Payment" means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Contract.

(c) "Advisory Committee" means the committee to be created to consult with and advise the Authority with respect to the System as provided in Section 10 of this Contract.

(d) "Annual Payment" means the amount of money to be paid to the Authority by each of the Contracting Parties during each Annual Payment Period as its proportionate share of the Annual Requirement.

(e) "Annual Payment Period" means the Authority's Fiscal Year, which currently begins on December 1 of each calendar year and ends on the last day of November of the next calendar year.

(f) "Annual Requirement" means the total amount of money required for the Authority to pay all Operation and Maintenance Expenses of the System, to pay the debt service on its Bonds, to pay or restore any amounts required to be deposited in any special, contingency, or reserve funds required to be established and/or maintained by the provisions of the Bond Resolutions, all as further described in Section 11 (a) of this Contract.

(g) "B.O.D." (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C., expressed in milligrams per liter.

(h) "Bond Resolution" means any resolution of the Authority which authorizes any Bonds.

(i) "Bonds" means , individually or collectively, the series of bonds issued by the Authority pursuant to the Base Contract, the First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Contracts, and/or the First Amendment – Seventh Supplemental Contract, and the interest thereon, and all bonds hereafter issued by the Authority, and the

interest thereon, to improve and/or extend the System, and any bonds issued to refund any Bonds or to refund any such refunding bonds.

(j) "CFR" means the Code of Federal Regulations.

(k) "Contracting Parties" means the Cities of Fort Worth, Haslet, Justin, Keller, Roanoke and Southlake, Texas, the Towns of Argyle, Flower Mound, Northlake and Westlake, Texas, and Circle T Municipal Utility Districts Nos. 1 and 3 of Tarrant and Denton Counties, Texas, together with any other party or parties which hereafter becomes one of the Contracting Parties by becoming an Additional Contracting Party.

(l) "Contracting Party" means any one of the Contracting Parties.

(m) "Engineering Report" means the "Engineering Report" as defined in the preamble to this Contract.

(n) "Garbage" means solid wastes from the preparation, cooking, and dispensing of food, and from handling, storage, and sale of produce.

(o) "Grease" means fats, waxes, oils, and other similar nonvolatile materials in Wastewater, which are analyzed according to methods listed in 40 CFR Part 136.

(p) "Industrial User (IU)" means any person, including but not limited to, any individual, firm, partnership, corporation, association, or any other group or combination acting as a unit, or any other legal entity, who discharges or desires to discharge industrial wastes into the System.

(q) "Infiltration water" means the water which leaks into a sewer.

(r) "Operation and Maintenance Expenses" means all costs and expenses of operation and maintenance of the System and the Wastewater Interceptor System, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements for which no special fund is created in the Bond Resolutions, operating personnel, the cost of utilities, the costs of supervision, engineering, accounting, auditing, legal services,

supplies, services, administration of the System and the Wastewater Interceptor System, including the Authority's general overhead expenses attributable to the System and the Wastewater Interceptor System, insurance premiums, equipment necessary for proper operation and maintenance of the System and the Wastewater Interceptor System, and payments made by the Authority in satisfaction of judgments resulting from claims not covered by the Authority's insurance arising in connection with the operation and maintenance of the System and the Wastewater Interceptor System. The term does not include depreciation.

(s) "pH" means the common logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(t) "Point of Entry" means the point at which Wastewater enters Authority's System.

(u) "POTW" means Publicly Owned Treatment Works as defined in 40 CFR 403.

(v) "Properly Shredded Garbage" means garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

(w) "Significant Industrial User (SIU)" means, as defined in 40 CFR 403.3(v), as amended from time to time:

- (1) all industrial users subject to "Categorical Pretreatment Standards" under 40 CFR 403.6 and CFR Chapter I, Subchapter N; and
- (2) any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Control Authority on the basis that the

industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6).

(x) "Suspended Solids" means solids that either float on the surface or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter.

(y) "System" means the regional wastewater treatment system described in the preamble to this Contract and in the Engineering Report, and all improvements and additions to and extensions, enlargements, and replacements of such facilities which are deemed necessary and feasible by the Authority in order to receive, treat, and dispose of Wastewater from Contracting Parties and to comply with the requirements of the Wastewater regulatory agencies of the State of Texas and the United States of America. Said term does not include any facilities acquired or constructed by the Authority with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being revenue obligations of the Authority which are not secured by or payable from Annual Payments made under the Base Contract, the Supplemental Contracts, this Contract, and similar contracts with Additional Contracting Parties, and which are payable solely from other sources.

(z) "Total Toxic Organics" means the sum of all detected concentrations greater than 10 micrograms per liter for all organic compounds classified as priority pollutants by the United States Environmental Protection Agency.

(aa) "Trunk Sewer" means any sewer in which sewage from collecting and lateral sewers is concentrated and conveyed to the System.

(bb) "Wastewater" means Sewage, Industrial Waste, Municipal Waste, Recreational Waste, and Agricultural Waste, as defined in the Texas Water Code, together with Properly Shredded Garbage and such Infiltration Water that may be present.

(cc) "Wastewater Interceptor System" means, collectively, each "Interceptor System" as defined in any contract heretofore or hereafter entered into between the Authority and a Contracting Party (collectively, the "Interceptor Contracts"), and being facilities intended to collect and transport Wastewater into the "System", as defined in this Contract, together with any other Wastewater collection and transportation facilities which are not part of the System as herein defined, and which are intended to collect and transport the Wastewater of any Contracting Party into the System as herein defined.

Section 2. CONSULTING ENGINEERS; CONSTRUCTION OF SYSTEM. The Authority and the City agree that the Authority will choose the Consulting Engineers for the System, provided that the Consulting Engineers may be changed at the option of the Authority. The Authority has issued and agrees to issue its Bonds, payable from and secured by Annual Payments made under the Base Contract, the Supplemental Contracts, and this Contract, to acquire, construct, complete, improve, and extend the System in accordance with the Base Contract, the Supplemental Contracts and this Contract, and the Authority agrees to issue its Bonds for such purposes when required. The proceeds from the sale and delivery of such Bonds also will be sufficient to fund to the extent deemed advisable by the Authority a debt service reserve fund, a contingency fund, and interest on the Bonds during construction; and such proceeds also will be used for the payment of the Authority's expenses and costs in connection with the System (including all engineering and design costs and expenses, and the cost of the land and interests therein related to the System) and the Bonds, including, without limitation, all financing, legal, printing, and other expenses and costs related to the issuance of such Bonds and the System. Each Bond Resolution of the Authority shall specify the exact principal amount of the Bonds issued thereunder, which shall mature within the maximum period, and shall bear interest at not to exceed the maximum rates, then permitted by law, and each Bond Resolution shall create and provide for the maintenance of a revenue fund, an interest

and sinking fund, a debt service reserve fund, and any other funds deemed advisable, all in the manner and amounts as provided in such Bond Resolution. The City agrees that when any Bonds are actually issued and delivered to the purchaser thereof, either in connection with initially acquiring and constructing the System, or subsequently for improving and/or extending the System, the Bond Resolution authorizing the Bonds shall for all purposes be deemed to be in compliance with the Base Contract, the Supplemental Contracts, and this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in the Base Contract, the Supplemental Contracts, and this Contract for all purposes.

Section 3. QUANTITY AND POINTS OF ENTRY. (a) In consideration of the payments to be made by each Contracting Party under the Base Contract, the Supplemental Contracts, and this Contract, each such Contracting Party is entitled, during each Annual Payment Period while the System is in operation, to discharge into the System at its Point or Points of Entry hereinafter described, all of the Wastewater which is generated within its boundaries which are within the watershed or drainage area of Denton Creek, subject to the restrictions hereinafter stated; and provided that each Contracting Party must transport such Wastewater to its Point or Points of Entry. The foregoing notwithstanding, the Ninth Additional Contracting Party may only discharge into the System such Wastewater as is generated within the service area of the Ninth Additional Contracting Party described in Attachment A attached hereto. Further, each Contracting Party shall be required and obligated to transport and discharge into the System at its Point or Points of Entry all Wastewater which is generated within its boundaries which are within the watershed or drainage area of Denton Creek, except for reasonably small fringe areas which could be more cost effectively served by other means, and which are approved by a majority vote of the Advisory Committee and approved by the Authority.

(b) The combined maximum rate at which Wastewater is discharged by each Contracting Party at all of its Points of Entry shall not exceed a rate which, if continued for a period of twenty-four hours would equal 3.50 times such Contracting Party's estimated average daily contributing flow of Wastewater for the then current Annual Payment Period. The total quantity of Wastewater discharged into the System shall never exceed the amount which the System is capable of receiving, treating, and disposing, unless approved by a majority vote of the Advisory Committee and approved by the Authority, subject to terms and conditions to be established by the Authority. Notwithstanding the foregoing, no Contracting Party shall ever make any discharge into the System which would cause it to be overloaded or be in violation of its permits from the State of Texas and/or the United States of America.

(c) Wastewater meeting the quality requirements of Section 4 of this Contract will be received into the System at the Points of Entry, respectively, shown for each Contracting Party, respectively, in the Engineering Report, and at the other and additional Points of Entry that are established by mutual agreement between the Authority and each other Contracting Party, and also at any other Point or Points of Entry for any Contracting Party in the future if such other or additional Points of Entry are determined by the Authority to be economical and beneficial to the System, and such Contracting Party pays any costs related thereto which the Authority determines should be paid by such Contracting Party. The Point or Points of Entry for the City shall be at locations mutually agreeable to the City and the Authority and specifically approved by the Authority.

(d) It is and shall be the intention of the Contracting Parties and the Authority that the System shall be acquired, constructed, extended, and improved so that at all reasonable times it will be capable of receiving, transporting, treating, and disposing of all eligible Wastewater generated within the boundaries of each Contracting Party which are within the watershed or drainage area of Denton Creek and which such Contracting Party delivers to its

Point or Points of Entry, and that the Authority will from time to time issue its Bonds in such amounts as are, within its judgment and discretion, sufficient to achieve such results.

Section 4. QUALITY. The obligation of the Authority to receive into the System such Wastewater depends upon compliance by each Contracting Party with the provisions of this Section.

General Objectives of Quality Requirements.

In order to permit the Authority to properly treat and dispose of each Contracting Party's Wastewater; to protect the public health; and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical, and bacteriological quality of public water and water courses, and to protect the properties of the System, each Contracting Party agrees:

(a) Admissible Discharges into Authority's System. Discharges into the System shall consist only of Wastewater and other waste free from the prohibited constituents listed in Subsection (b) and limited in B.O.D., Suspended Solids, dissolved sulfides, and pH as hereinafter provided.

(b) Wastes Not Admissible. Gasoline; diesel or petroleum distillates; cleaning solvents; non emulsified oils and greases; mineral oils; blood; ashes; cinders; sand; gravel; tar; asphalt; wastewater sludge; ceramic wastes; plastics; other viscous substances; feathers; hair; rags; metal filings; glass; wood shavings; sawdust; unshredded garbage; toxic, corrosive, explosive or malodorous gases; acetylene generation sludge; cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of 2 mg/l by weight as CN; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified oil and grease exceeding on grab sample analysis of 100 mg/l; acids or alkalis having a pH value lower than 6.0 or higher than 10.0; and Wastewater containing

specific pollutant concentrations in excess of any of the numerical limitations named hereunder be prohibited from discharge to the System:

<u>Pollutant</u>	<u>Maximum Allowable Concentration (ug/l)</u>
Arsenic	100
Barium	1,000
Cadmium	100
Chromium	1,000
Copper	1,500
Lead	1,000
Manganese	1,500
Mercury	5
Nickel	1,000
Selenium	50
Silver	100
Zinc	2,000
Total Toxic Organics	1,000

(c) Biochemical Oxygen Demand (B.O.D.). B.O.D. of Wastewater delivered to the System, as determined by standard methods, shall not exceed 250 mg/l.

(d) Total Suspended Solids. Total Suspended Solids delivered to the System, as determined by testing procedures as set forth in the latest approved edition of Standard Methods, shall not exceed 250 mg/l.

(e) Hydrogen Ion Concentration (pH). The pH of Wastewater delivered to the System shall be not lower than 6.0 nor higher than 10.0. No acids shall be discharged into the Authority's System unless neutralized to a pH of 6.0 or more.

(f) Hydrogen Sulfide Concentration. Dissolved sulfides in Wastewater at the Point of Entry to the System shall not exceed 0.1 mg/l.

(g) Prohibited Discharge Limitations Subject to Change. Notwithstanding the foregoing provisions of this Section, the parties hereto agree and understand that Federal and State Regulatory Agencies periodically modify standards on prohibited discharges; therefore,

revisions to, additions to, or deletions from the items listed in this Section may become necessary in the future to comply with these latest standards. It is the intention of this Contract that prohibited discharge requirements be reviewed periodically by the Authority and revised in accordance with the latest standards of any Federal or State Agency having regulatory powers. Any required revisions shall be made and written notice thereof given to each Contracting Party. Each Contracting Party shall be responsible for integrating such changes into the local industrial waste ordinance and notifying all affected users of the change within ninety days following written notice to the Contracting Party of such changes.

(h) To determine normal quality of Wastewater, the Authority will collect twenty-four-hour composite samples of Wastewater at each Point of Entry and cause same to be analyzed in accordance with testing procedures as set forth in the latest edition of Standard Methods of Examination of Water and Wastewater, published by American Public Health Association, Inc. Composite samples will normally be taken once a month, or at more frequent intervals if necessary to determine Wastewater quality. As provided above, such Wastewater shall not exceed the limits of concentration specified for Normal Wastewater as follows:

Normal Wastewater Concentration

BOD	250 mg/l
TSS	250 mg/l
pH, not less than	6 nor greater than 10
Hydrogen Sulfide	0.1 mg/l

Should the analysis disclose concentrations higher than those listed, the Authority immediately will inform the Contracting Party which made the discharges resulting in the violation of this Section, and such discharges shall cease immediately. However, with the approval of the Authority, Wastewater with concentrations of BOD and TSS greater than specified above may be discharged by a Contracting Party into the System on an emergency and temporary basis, subject to the payment of a surcharge (in addition to all other payments

required by this Contract), which surcharge shall be determined by the Authority and shall be in an amount sufficient to cover and pay for all additional costs of transportation, treatment, and disposal related to such discharges.

Section 5. METERING OF WASTEWATER. The Ninth Additional Contracting Party will furnish and install, at its cost, the necessary equipment and devices of standard type, subject to plan review and written approval by Authority, required for measuring properly all Wastewater discharged into the System by the Ninth Additional Contracting Party through its Point or Points of Entry, respectively. The Authority will operate and maintain such metering facilities. Upon completion of the installation thereof, title to, and ownership of, such meters and other equipment shall be assigned to the Authority. The Contracting Party shall, at its expense, provide land rights or easements sufficient, as approved by Authority, to allow ingress and egress to such metering facilities for the purposes of operating and maintaining same. Each Contracting Party shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Authority in the presence of a representative of the affected Contracting Party or Parties if requested by such Contracting Party or Parties. All readings of meters will be entered upon proper books of record maintained by the Authority. Upon written request any Contracting Party may have access to said record books during reasonable business hours. Not more than three times in each year of operation, the Authority shall calibrate its meters, if requested in writing by the affected Contracting Party or Parties to do so, in the presence of a representative of such Contracting Party or Parties, and such parties shall jointly observe any adjustments which are made to the meters in case any adjustment is found to be necessary. If, for any reason, any meters are out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five (5%) per cent, registration thereof shall be corrected for a period of time extending back to the time when such

inaccuracy began, if such time is ascertainable, and if not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. Any Contracting Party may, at its option and its own expense, install and operate a check meter to check each meter installed by the Authority, but the measurement for the purpose of this agreement shall be solely by the Authority's meters, except as in this Section specifically provided to the contrary. All such check meters shall be of standard make, shall be installed in a location approved by the Authority, and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration, and adjustment thereof shall be made only by the Contracting Party or Parties, except during any period when a check meter may be used under specific written consent by the Authority for measuring the amount of Wastewater delivered into the System, in which case the reading, calibration, and adjustment thereof shall be made by the Authority with like effect as if such check meter or meters had been furnished or installed by the Authority.

Section 6. UNIT OF MEASUREMENT. The unit of measurement for Wastewater discharged into the System hereunder shall be 1,000 gallons, U. S. Standard Liquid Measure.

Section 7. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. Liability for damages arising from the transportation, delivery, reception, treatment, and/or disposal of all Wastewater discharged into the System hereunder shall remain in each Contracting Party to its Point or Points of Entry, respectively, and title to such Wastewater shall be in such Contracting Party to such Point or Points. Upon passing through Points of Entry, liability for such damages and title to such Wastewater shall pass to the Authority pursuant to Texas Local Government Code Section 552.023. As between the Authority and each Contracting Party, each party agrees, to the full extent permitted by law, to indemnify and to save and hold the other party harmless from any

and all claims, demands, causes of action, damages, losses, costs, fines, and expenses, including reasonable attorney's fees, which may arise or be asserted by anyone at any time on account of the transportation, delivery, reception, treatment, and/or disposal while title to the Wastewater is in such party, or on account of a prohibited discharge by a Contracting Party. The Authority has the responsibility as between the parties for the proper reception, transportation, treatment, and disposal of all Wastewater discharged into the System, but not for prohibited discharges discharged by any party at any Point of Entry.

Section 8. REPORTING REQUIREMENTS. (a) Approximately thirty days after the end of each Annual Payment Period each Contracting Party, respectively, shall furnish in writing to the Authority the following information with respect to such Contracting Party:

- (1) The number of active domestic sewer connections tributary to the System and which will be served by the System;
- (2) The number of commercial and business sewer connections to be served by the System;
- (3) The number of industrial connections to be served by the System, with name and location of each.

The purpose of this provision is to permit the Authority to accumulate statistical data which will enable it to render better service and facilitate plans for betterment and future facilities expansion.

(b) Industrial Waste. The effects of certain types of Industrial Waste upon sewers and sewage treatment processes are such as to require that careful consideration be made of each industrial connection. This is a matter of concern both to the Authority and to the Contracting Parties. Accordingly, each Contracting Party shall regulate the discharge of Industrial Waste generated by a SIU into its sewer system, and will authorize discharge of Industrial Waste into its sewers subject to the general provision that no harm will result from such discharge and

subject to the filing by applicant industry of a statement, copy of which shall be forwarded to the Authority, containing the following information:

- (1) Name and address of applicant;
- (2) Type of industry;
- (3) Quantity of plant waste;
- (4) Typical analysis of the waste;
- (5) Type of pre-treatment proposed.

To facilitate inspection and control of Industrial Waste, each Contracting Party will require industries to separate Industrial Waste from Sanitary Sewage until such Industrial Waste has passed through a monitoring portal which shall be located so as to be accessible at all times to inspectors of such Contracting Party. If inspection indicates that damage or disruption of the treatment process might result from the discharge the permit shall be revoked unless and until the industry promptly establishes acceptable remedial measures. At regular intervals the Authority will collect twenty-four hours composite samples of all Wastewater at each Point of Entry and cause same to be analyzed by American Public Health Association Standard Methods. Such Wastewater shall not exceed the limits of concentration specified in Section 4 of this Contract. Should the analysis disclose concentrations higher than those stipulated the Authority immediately will inform the affected Contracting Party of such disqualification. It shall be the obligation of such Contracting Party to require the offending originator of said highly concentrated materials to immediately initiate and undertake remedial pre-treatment or other necessary actions before discharge into such Contracting Party's sewers.

(c) Ordinances and Resolutions. Each Contracting Party, respectively, agrees that it has enacted or will enact ordinances or adopt resolutions as necessary to include the following provisions:

(1) For each existing and future SIU, the Contracting Party shall require said user to complete and submit a permit application containing that information specified in the sample application form which is attached hereto as Exhibit 1. The Authority shall be provided a copy of the permit application within thirty days after receipt by the Contracting Party. The Authority shall provide comments on said application within thirty days of receipt and return comments to the Contracting Party. Failure to comment shall be construed as concurrence by the Authority.

After approval of the Permit Application by both the Contracting Party and the Authority, the Contracting Party shall issue a permit to discharge containing the requirements as shown on the form which is attached hereto as Exhibit 2. Said permit to discharge shall be required of all SIUs before said user will be allowed to discharge industrial wastes into the sewage system. A copy of the permit to discharge shall be forwarded to the Authority for approval prior to the issuance to the SIU.

(2) The Contracting Party shall require significant industrial users to comply with applicable Federal Categorical Pretreatment Standards as well as any applicable state and local standards.

(3) The Contracting Party shall maintain certain information contained in permit applications as confidential at SIU's request.

(4) The Contracting Party shall disallow dilution as a means of reducing pollutant concentrations in an SIU's waste stream.

(5) The Contracting Party shall be authorized to enter SIU premises at any time for independent monitoring, inspection, or review of applicable records to determine compliance.

(6) The Contracting Party shall develop and require adherence to SIU compliance schedules.

(7) The Contracting Party shall require self-monitoring and reporting at SIU's expense.

(8) The Contracting Party shall choose or approve laboratory to analyze industrial wastes.

(9) The Contracting Party shall require SIU's to pay applicable fees for:

- (i) sampling and testing to determine compliance
- (ii) disconnection/reconnection of service resulting from noncompliance
- (iii) abnormal strength wastes
- (iv) additional costs incurred by Contracting Party or POTW in transporting or treating wastes
- (v) filing, revision, or renewal of Permit Application.

(10) The Contracting Party shall provide public notification for instances of violation.

(11) The Contracting Party shall deny/revoke permit, disallow/disconnect service, assess civil or criminal penalties, and seek other available legal and equitable remedies against SIU for:

- (i) discharge to sewerage system resulting in violation of POTW's discharge permit conditions
- (ii) hazard to health or life of POTW personnel or users of receiving waters
- (iii) violation of any applicable ordinance or regulation
- (iv) false information transmitted to approving authority through Permit Application, monitoring reports, etc.

The Contracting Party shall furnish to the Authority all documents and records, in addition to those outlined herein, as necessary to demonstrate compliance by all industries.

Section 9. OTHER CONTRACTS. (a) The Authority reserves the right, with the approval of a majority vote of the Advisory Committee, to enter into a contract to provide the Wastewater services of the System to any Additional Contracting Party under a contract similar to this Contract, subject to the requirements concerning "minimums" as hereinafter provided.

Each contract with any Additional Contracting Party shall comply with the requirements of the Base Contract, the Supplemental Contracts, and this Contract, shall substantially restate the essential provisions of the Base Contract, the Supplemental Contracts, and this Contract, and shall be structured to be similar thereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances, with the effect that each Additional Contracting Party will substantially adopt the provisions of the Base Contract, the Supplemental Contracts, and this Contract, as supplemented and necessarily changed by its contract. However, the Authority shall not obligate itself to receive Wastewater into the System from any future Additional Contracting Party if, in the judgment and discretion of the Authority, such obligation would jeopardize the Authority's ability to meet its obligation to receive, transport, treat, and dispose of Wastewater discharged into the System by prior Contracting Parties.

(b) It is further recognized and agreed that in the future the Authority may provide services of the System to any party which is not a Contracting Party, provided that all such services of the System to any party which is not a Contracting Party shall in all respects be subordinate to the prior rights of the Contracting Parties, and all contracts or other arrangements relating to such services shall recognize, and be made subordinate to, such prior rights.

(c) Each Contracting Party shall have the right, with the approval of a majority vote of the Advisory Committee and the approval of the Authority, to negotiate and enter into sub-contracts with any other entity under which such other entity may discharge Wastewater generated within the drainage area of Denton Creek, but outside the boundaries of such Contracting Party, into such Contracting Party's sewers, to be transported into the System at such Contracting Party's Point or Points of Entry along with such Contracting Party's Wastewater generated within the drainage area of Denton Creek. In such case such additional Wastewater shall be regarded as being the Wastewater of such Contracting Party for all

purposes of this Contract. The consideration as between or among such cities or other entities may be determined by such parties, but no such transaction shall relieve the Contracting Party of its obligations to the Authority under the terms of this Contract.

Section 10. ADVISORY COMMITTEE. (a) The governing body of each of the Contracting Parties annually shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee for the System, which Advisory Committee has been created and established and is hereby confirmed; provided, however, that City shall not appoint its members of the Advisory Committee until the effective date of this Contract. The Advisory Committee shall elect a Chairman, a Vice Chairman, and a Secretary. The Advisory Committee may establish bylaws governing the election of officers, meeting dates, and other matters pertinent to the functioning of the Advisory Committee. The Advisory Committee shall consult with and advise the Authority, through its General Manager or his designated representative, with regard to the following matters pertaining to the System:

- (1) The issuance of Bonds;
- (2) The operation and maintenance of the System;
- (3) Additional Contracting Parties and the terms and conditions of the contracts with such parties, consistent with the provisions of this Contract;
- (4) Contracts for services to entities which are not Additional Contracting Parties, and the prices, terms, and conditions of such contracts consistent with the provisions of this Contract;
- (5) The Authority's Annual Budget, prior to its submission by the Authority's General Manager to the Authority's Board;
- (6) Review of the Authority's Annual Audit;
- (7) All other pertinent matters relating to the management of the System; and
- (8) Improvements and extensions of the System.

The Advisory Committee shall have access to and may inspect at any reasonable times all physical elements of the System and all records and accounts of the Authority pertaining to the System. A copy of the minutes of the meetings of the Advisory Committee and all other pertinent data, shall be provided to the members of the Advisory Committee.

(b) The term of membership on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. All expenses of the Advisory Committee in discharging its duties under this Section shall be considered as an Operation and Maintenance Expense of the System.

Section 11. FISCAL PROVISIONS. (a) Subject to the terms and provisions of this Contract, the Authority will provide and pay for the cost of the acquisition, construction, completion, improvement, and extension of the System and all System facilities, by issuing its Bonds in amounts which will be sufficient to accomplish such purposes, and the Authority will own and operate the System. It is acknowledged and agreed that payments to be made under the Base Contract, the Supplemental Contracts, and this Contract and similar contracts with each Additional Contracting Party, if any, will be the primary source available to the Authority to provide the Annual Requirement, and that, in compliance with the Authority's duty to fix and from time to time revise the rates of compensation or charges for services of the System rendered and made available by the Authority, the Annual Requirement will change from time to time, and that each such Annual Requirement shall be allocated among the Contracting Parties as hereinafter provided, and that the Annual Requirement for each Annual Payment Period shall be provided for in each Annual Budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(1) An "Operation and Maintenance Component" equal to the amount paid or payable for all Operation and Maintenance Expenses of the System and the Wastewater Interceptor System. It is understood and agreed that although the Wastewater

Interceptor System will not be a part of the System as defined in this Contract, it will consist of facilities which are ancillary to and integrated into the operation of the System, and therefore will be operated and maintained in effect as a part of the System under the provisions of the Base Contract, the Supplemental Contracts, and this Contract, consistent with the terms of the Interceptor Contracts and other similar contracts with respect to the Wastewater Interceptor System; and

(2) A "Bond Service Component" equal to:

- (i) the principal of, redemption premium, if any, and interest on, the Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and all amounts required to redeem any Bonds prior to maturity when and as provided in any Bond Resolution, plus the fees, expenses, and charges of each Paying Agent/Registrar for paying the principal of and interest on the Bonds, and for authenticating, registering, and transferring Bonds on the registration books; and
- (ii) the proportionate amount of any special, contingency, or reserve funds required to be accumulated and maintained by the provisions of any Bond Resolution; and
- (iii) any amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

Section 12. OPERATION AND MAINTENANCE; ANNUAL BUDGET. The Authority shall operate and maintain the System, and also the Wastewater Interceptor System in the same manner as if it were part of the System, and shall prepare an Annual Budget, including the operation and maintenance expenses of the Wastewater Interceptor System, for

such purpose. With respect to each Annual Budget the term "System" shall be deemed to mean and include the Wastewater Interceptor System. Each Annual Budget for the System shall always provide for amounts sufficient to pay the Annual Requirement. The Annual Budget for the System for all or any part of the Annual Payment Period during which the System is first placed into operation shall be prepared by the Authority based on estimates made by the Authority after consultation with the Advisory Committee. On or before September 1 of each year after the System is first placed in operation, the Authority shall furnish to each Contracting Party a preliminary estimate of the Annual Payment required from each Contracting Party for the next following Annual Payment Period. Not less than forty days before the commencement of the Annual Payment Period after the System is first placed into operation, and not less than forty days before the commencement of each Annual Payment Period thereafter, the Authority shall cause to be prepared as herein provided its preliminary budget for the System for the next ensuing Annual Payment Period, which budget shall specifically include the Operation and Maintenance Component and the Bond Service Component. A copy of such preliminary budget shall be filed with each Contracting Party. The preliminary budget shall be subject to examination, at reasonable times during business hours, at the office of the City Secretary of each Contracting Party that is a city or town, and at the then current business office of each other Contracting Party. If no protest or request for a hearing on such preliminary budget is presented to the Authority within ten days after such filing of the preliminary budget by one or more Contracting Parties or by the owners of a minimum of 25% in principal amount of the Bonds then outstanding, the preliminary budget for the System shall be considered for all purposes as the "Annual Budget" for the next ensuing Annual Payment Period. But if protest or request for a hearing is duly filed, it shall be the duty of the Authority to fix the date and time for a hearing on the preliminary budget, and to give not less than ten days notice thereof to the Contracting Parties. An appropriate Committee of the Authority shall consider the testimony

and showings made in such hearing and shall report its findings to the Board of Directors of the Authority. The Board of Directors may adopt the preliminary budget or make such amendments thereof as to it may seem proper. The budget thus approved by the Board of Directors of the Authority shall be the Annual Budget for the next ensuing Annual Payment Period. The Annual Budget (including the first Annual Budget) may be amended by the Authority at any time to transfer from one division thereof to another funds which will not be needed by such division. The amount for any division, or the amount for any purpose, in the Annual Budget may be increased through formal action by the Board of Directors of the Authority even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only in the event of an emergency or special circumstances which shall be clearly stated in a resolution at the time such action is taken by the Board of Directors. Certified copies of the amended Annual Budget and resolution shall be filed immediately by the Authority with each Contracting Party.

Section 13. PAYMENTS BY CONTRACTING PARTIES. (a) For the Wastewater services to be provided to the Contracting Parties under the Base Contract, the Supplemental Contracts, and this Contract, each of the Contracting Parties shall pay, at the time and in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as herein described and shall constitute a Contracting Party's Annual Payment. Each of the Contracting Parties shall pay its part of the Annual Requirement for each Annual Payment Period directly to the Authority, in monthly installments, on or before the 10th day of each month, in accordance with the schedule of payments furnished by the Authority, as hereinafter provided.

(b) For each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be a percentage obtained by dividing the number of gallons of contributing flow of Wastewater estimated to be discharged into the System by such

Contracting Party during such Annual Payment Period, as determined by the Authority after consultation with such Contracting Party, by the aggregate total number of gallons of contributing flow of Wastewater estimated to be discharged into the System by all Contracting Parties during such period, as determined by the Authority after consultation with all of the Contracting Parties. It is provided, however, that in estimating costs for services the Authority is specifically authorized, in its discretion, to estimate such costs based on an arbitrary assumption that the Annual Payment Period for which the calculation is being made will be an extremely dry year, rather than a normal or average year, and that accordingly the contributing flow of Wastewater discharged into the System will be less than expected normally or on an average, all with the result that the monthly payments made by the Contracting Parties may be higher than would have been required on the basis of a normal or average year, and with the further result that the total amount required to meet the then current Annual Budget for the System may be collected by the Authority before the end of the then current Annual Payment Period. This result is expressly approved by the Contracting Parties and is deemed by the parties hereto to be beneficial in the fiscal management of the System, and will assure the timely availability of funds even under unexpected circumstances. However, upon receipt during any Annual Payment Period of an amount sufficient to meet the then current Annual Budget of the System for the remainder of the then current Annual Payment Period, the Authority immediately shall notify the Contracting Parties, and they shall not be obligated to make further payments under this Section for the remainder of that Annual Payment Period, unless otherwise specifically hereinafter provided in the event of unexpected or additional Annual Budget requirements. It is further provided that the Authority may revise its estimates of contributing flow either monthly or for any other period within an Annual Payment Period, as determined by the Authority, and such revised estimates may be made on the basis of actual metered contributing flow during the preceding month or other period, to the end that the Authority may

use its best efforts to avoid to the extent practicable unnecessary final adjustments among the Contracting Parties for each Annual Payment Period. All such payments for each Annual Payment Period shall be made in accordance with a written schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Contracting Parties by the Authority. Such schedule of payments may be revised by the Authority periodically based on any changes in its estimates of contributing flow as provided above, and each revised schedule of payments shall be supplied to each Contracting Party before the beginning of the period to which it is applicable. At the close of each Annual Payment Period the Authority shall determine the actual metered number of gallons of contributing flow of Wastewater discharged into the System by each Contracting Party during said period and determine each Contracting Party's actual percentage of the Annual Requirement by dividing such Contracting Party's actual metered contributing flow by the actual metered contributing flow of all Contracting Parties. Each Contracting Party's Adjusted Annual Payment shall be calculated by multiplying each such Contracting Party's redetermined percentage times the actual Annual Requirement. The difference between the amounts which actually have been paid by each Contracting Party and the amounts actually due from such Contracting Party hereunder shall be applied as a credit or a debit to such Contracting Party's account with the Authority and shall be credited or debited to such Contracting Party's next monthly payment, or as otherwise agreed between the Authority and the affected Contracting Party, provided that all such credits and debits shall be made in a timely manner not later than the end of the next following Annual Payment Period.

(c)(1) Notwithstanding the provisions of (b), above, and as an exception thereto, it is agreed that if, during any Annual Payment Period, the estimated and/or actual metered contributing flow of Wastewater into the System of any Contracting Party is, for any reason whatsoever, less than the minimum amount hereinafter prescribed and provided for it, such

Contracting Party shall pay its share of each Annual Requirement as if its estimated and/or actual metered contributing flow of Wastewater into the System were such minimum amount. However, if such Contracting Party's estimated and/or actual metered contributing flow of Wastewater into the System is equal to or in excess of such minimum amount, its share of all of each Annual Requirement shall be calculated on the basis of estimated and actual contributing flow as provided in (b), above. All future contracts with each Additional Contracting Party shall provide for equitable minimums similar to those provided for below. Such minimums shall be fixed in amounts at least sufficient, as determined by the Authority, to assure an initial Annual Payment by such Additional Contracting Party for not less than the amount of its estimated contributing flow of Wastewater into the System during the first year of service under such contract. For the purpose of calculating the minimum percentage of each Annual Requirement for which each current Contracting Party is unconditionally liable, without offset or counterclaim (see also Section 16 hereof), the contributing flow of Wastewater into the System of each such Contracting Party, during each Annual Payment Period, shall be deemed to be not less than the minimum amount (regardless of whether or not such amount was actually discharged into the System) specified for such Contracting Party as follows:

City of Fort Worth:	43,158,695 gallons
City of Haslet:	22,082,500 gallons
City of Roanoke:	40,150,000 gallons
City of Southlake:	10,950,000 gallons
Circle T Municipal Utility District No. 1 of Tarrant and Denton Counties, Texas:	365,000 gallons

City of Keller:	10,950,000 gallons
Circle T Municipal Utility District No. 3 of Tarrant and Denton Counties, Texas:	10,950,000 gallons
Town of Flower Mound:	10,950,000 gallons
Town of Westlake:	10,950,000 gallons
Town of Northlake	10,950,000 gallons
Town of Argyle:	10,950,000 gallons
City of Justin (commencing with the effective date of this Contract):	30,000 gallons per day for each remaining day of the Authority's then current Annual Payment Period, and 10,950,000 gallons for each entire Annual Payment Period thereafter.

(2) In addition to the Annual Payment to be made by the City in accordance with the provisions of (c)(1) above, and in consideration of (A) the admission of the City as a Contracting Party to which the services and facilities of the existing System are being made available and (B) the Annual Requirement payments made by Contracting Parties, prior to the City becoming a Contracting Party, providing for the acquisition, construction and operation of the System, the City shall be unconditionally liable, without offset or counterclaim (also see Section 16 hereof), to make a buy-in payment equal to \$1,955,176. The buy-in payment may be paid by

the City, at its option, as (A) a lump sum cash payment payable with the first monthly installment of its Annual Payment or (B) in fifteen (15) annual installments, with each installment to be due on the anniversary date of the 1st monthly installment of the City's Annual Payment made hereunder, with each such annual installment of the buy-in to equal 1/15th of the total amount of the buy-in, plus interest accrued on the unpaid balance thereof at a rate for such annual period of 2.966%, based on a 360 day year composed of twelve (12) months and thirty (30) days per month.

(d) Notwithstanding the foregoing, the Annual Requirement, and each Contracting Party's share thereof, shall be redetermined, after consultation with each of the Contracting Parties, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the Authority, if:

- (1) The Authority commences furnishing services of the System to an Additional Contracting Party or Parties;
- (2) Unusual, extraordinary, or unexpected expenditures for Operation and Maintenance Expenses are required which are not provided for in the Authority's Annual Budget for the System or in any Bond Resolution;
- (3) Operation and Maintenance Expenses are substantially less than estimated;
- (4) The Authority issues Bonds which require an increase in the Bond Service Component of the Annual Payment; or
- (5) The Authority receives either significantly more or significantly less revenues or other amounts than those anticipated.

(e) During each Annual Payment Period all revenues received by the Authority from providing services of the System to parties which are not Contracting Parties, and all surcharges collected from any Contracting Party under Section 4, above, shall (1) first be credited to the Operation and Maintenance Component of the Annual Requirement, and (2) then any remainder

credited to the Bond Service Component of the Annual Requirement, with the result that such credits under (1) and (2), respectively, shall reduce, to the extent of such credits, the amounts of such Components, respectively, which otherwise would be payable by the Contracting Parties pursuant to the method prescribed in (b) and (c), above. The Authority may estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment.

(f) Each Contracting Party shall make payments to the Authority required by this Section on or before the 10th day of each month of each Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the Authority, such complaining party shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the Authority shall promptly revise and reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the Authority will recover the amount due it. All amounts due and owing to the Authority by each Contracting Party or due and owing to any Contracting Party by the Authority shall, if not paid when due, bear interest at the rate of ten (10) percent per annum from the date when due until paid. The Authority shall, unless specifically prohibited by law, discontinue the services of the System to any Contracting Party which remains delinquent in any payments due hereunder for a period of sixty days, and shall not resume such services while such Contracting Party is so delinquent. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty days, and if such delinquency continues during any period thereafter, such Contracting Party's minimum amount of gallons of Wastewater specified and described in (c), above, shall be deemed to have been zero gallons during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of each Annual

Payment to be paid by the non-delinquent Contracting Parties, and the Authority shall redetermine such percentage on that basis in such event so that the non-delinquent Contracting Parties collectively shall be required to pay all of the Annual Requirement. However, the Authority shall pursue all legal remedies against any such delinquent Contracting Party to enforce and protect the rights of the Authority, the other Contracting Parties, and the holders of the Bonds, and such delinquent Contracting Party shall not be relieved of the liability to the Authority for the payment of all amounts which would have been due hereunder, in the absence of the next preceding sentence. It is understood that the foregoing provisions are for the benefit of the holders of the Bonds so as to ensure that all of the Annual Requirement will be paid by the non-delinquent Contracting Parties during each Annual Payment Period regardless of the delinquency of a Contracting Party. If any amount due and owing by any Contracting Party to the Authority is placed with an attorney for collection, such Contracting Party shall pay to the Authority all attorneys fees, in addition to all other payments provided for herein, including interest.

(g) If, during any Annual Payment Period, any Contracting Party's Annual Payment is redetermined in any manner as provided or required in this Section, the Authority will promptly furnish such Contracting Party with an updated schedule of monthly payments reflecting such redetermination.

Section 14. SPECIAL PROVISIONS. (a) The Authority will continuously operate and maintain the System (which, for operation and maintenance purposes only, also includes the Wastewater Interceptor System) in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

(b) The Authority agrees to carry fire, casualty, public liability, and other insurance (including self-insurance to the extent deemed advisable by the Authority) on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility

company owning and operating such facilities, except that the Authority shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Authority's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

(c) The System was initially placed in operation in 1989. It is expressly understood and agreed, however, that any obligations on the part of the Authority to improve and extend the System when necessary or advisable and to provide additional services of the System to Contracting Parties shall be conditioned (1) upon the Authority's ability to obtain all necessary permits, material, labor, and equipment, (2) upon the ability of the Authority to finance the cost of the System through the actual sale of the Authority's Bonds, and (3) 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.

(d) The City represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its combined waterworks and sewer system, and that such payments will be made from revenues of its combined waterworks and sewer system. The City represents and has determined that the services to be provided by the System are necessary and essential to the operation of its aforesaid system, and that the System constitutes the best available and adequate method for discharging, receiving, treating, and disposing of its Wastewater from the Denton Creek drainage area, and, accordingly, all payments required by this Contract to be made by the City shall constitute reasonable and necessary operating expenses of its system, as described above, with the effect that the obligation to make such payments from revenues of such system shall

have priority over any obligation to make any payments from such revenues of principal, interest, or otherwise, with respect to all bonds or other obligations heretofore or hereafter issued by the City.

(e) The City agrees to continuously operate and maintain its combined waterworks and sewer system, and to fix and collect such rates and charges for water services and/or sewer services to be supplied by its system as aforesaid as will produce revenues in an amount equal to at least (1) all of the expenses of operation and maintenance expenses of such system, including specifically its payments under this Contract, (2) its payments from such revenues required under any other contracts, and (3) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

(f) The Authority covenants and agrees that neither the proceeds from the sale of the Bonds, nor the moneys paid to it pursuant to this Contract, nor any earnings from the investment of any of the foregoing, will be used for any purposes except those directly relating to the System, the Wastewater Interceptor System, and the Bonds as provided in this Contract; provided that the Authority may rebate any excess arbitrage earnings from such investment earnings to the United States of America in order to prevent any Bonds from becoming "arbitrage bonds" within the meaning of the IRS Code of 1986 or any amendments thereto in effect on the date of issue of such Bonds. Each of the Contracting Parties has and/or hereby covenants and agrees that it will not use or permit the use of the System in any manner that would cause the interest on any of the Bonds to be or become subject to federal income taxation under the IRS Code of 1986 or any amendments thereto in effect on the date of issue of such Bonds.

(g) The City shall not assign its interest in this Contract or any of its rights or obligations hereunder without the written consent of the Authority. With the written consent of the Authority, the City may assign its interest in this Contract to another party provided that the City, under the terms of any such assignment, shall remain and be primarily responsible and liable for all of its obligations hereunder, including particularly the payment of its proportionate share of the Annual Requirement, as provided and determined by this Contract.

Section 15. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of the City to make the payments required under Section 13 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 16. UNCONDITIONAL OBLIGATION TO MAKE PAYMENTS. Recognizing the fact that the City urgently requires the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby

purposes, and recognizing the fact that the Authority will use payments received from the City under this Contract to pay and secure its Bonds, it is hereby agreed that the City shall be unconditionally obligated to pay, without offset or counterclaim, its proportionate share of the Annual Requirement, as provided and determined by this Contract (including the obligations for paying for "minimums" as described in Section 13 hereof), regardless of whether or not the Authority actually acquires, constructs, completes, improves, or extends the System, or is actually operating or providing services of the System to the City, or whether or not the City actually uses the services of the System whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by the City shall be for the benefit of and enforceable by the holders of the Bonds and/or the Authority.

Section 17. EFFECTIVE DATE AND TERM OF CONTRACT; MODIFICATION; NOTICES; STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS; TERMINATION. (a) Effective Date. The effective date of this Contract shall be December 1, 2022. Following its effective date, this Contract shall continue in force and effect during the entire useful life of the System.

(b) Modification. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all moneys required to be paid by the City under the terms of this Contract and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

(c) Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the

United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Authority, to:

Trinity River Authority of Texas
5300 S. Collins
Arlington, Texas 76018

If to the City, to:

City of Justin
415 N. College
Justin, Texas 76247

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

(d) State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 18. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or

circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 19. REMEDIES UPON DEFAULT. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing however, that the Authority's undertaking to provide and maintain the services of the System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the Authority agrees, in the event of any default on its part, that the City shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone, the City agrees in the event of any default on its part that the Authority shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the Authority. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Authority to receive the Annual Payment which shall never be determined to be waived, shall be deemed to

be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 20. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tarrant County, Texas, which is the County in which the principal administrative offices of the Authority are located. It is specifically agreed among the parties to this Contract that Tarrant County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

TRINITY RIVER AUTHORITY OF TEXAS

BY _____
J. KEVIN WARD, General Manager

ATTEST:

Secretary, Board of Directors
(AUTHORITY SEAL)

CITY OF JUSTIN, TEXAS

BY _____
ELIZABETH WOODALL, Mayor

ATTEST:

City Secretary
(CITY SEAL)

PERMIT TO DISCHARGE TO THE SANITARY SEWER APPLICATION FORM

Note: Please read all attached instructions prior to completing this application.

SECTION A: GENERAL INFORMATION

1. Facility Name:

Operator's Name:

Date operations or services started at this site:

Is the operator also the owner of the facility? ☐ Yes ☐ No

If no, provide the name and address of the owner and submit a copy of any documents, contracts, etc. indicating the operator's scope of responsibility for the facility.

Owner's Name:

Mailing Address:

Phone Number:

E-Mail Address:

2. Facility's Physical Address:

3. Facility's Mailing Address:

4. Signatory Authority.

The Signatory Authority for a facility is:

1. A person such as a responsible cooperate officer (e.g. president, vice-present, etc.) or general partner or proprietor; or
- 2 An individual authorized by a responsible cooperate officer, general partner, or proprietor as having overall responsibility for environmental matters for the company. This authorization must be submitted **in writing** with this permit application.

Signatory Authority's Name:

Signatory Authority's Title:

Mailing Address:

Phone Number:

E-Mail Address:

5. Designated Facility Contact

The designated facility contact is a person who is at the facility during normal working hours and is available to assist City/Town personnel or their representatives.

Facility Contact's Name:

Facility Contact's Title:

Mailing Address:

Phone Number:

E-Mail Address:

SECTION B: BUSINESS ACTIVITY

1. Indicate below if your facility employs or will be employing processes described by the following industrial categories or business activities even if they generate no wastewater, waste sludge, or hazardous wastes. Mark all that apply to your entire facility.

- | | |
|---|--|
| <input type="checkbox"/> Aluminum Forming | <input type="checkbox"/> Mineral Mining & Processing |
| <input type="checkbox"/> Asbestos Manufacturing | <input type="checkbox"/> Nonferrous Metal Manufacturing |
| <input type="checkbox"/> Battery Manufacturing | <input type="checkbox"/> Nonferrous Metal Forming & Metal Powders |
| <input type="checkbox"/> Can Making | <input type="checkbox"/> Oil & Gas Extraction |
| <input type="checkbox"/> Carbon Black Manufacturing | <input type="checkbox"/> Ore Mining & Dressing |
| <input type="checkbox"/> Cement Manufacturing | <input type="checkbox"/> Organic Chemicals Manufacturing |
| <input type="checkbox"/> Centralized Waste Treatment | <input type="checkbox"/> Paint Formulating |
| <input type="checkbox"/> Coal Mining | <input type="checkbox"/> Paving & Roofing Materials (Tars & Asphalt) |
| <input type="checkbox"/> Coil Coating | <input type="checkbox"/> Pesticide Agricultural Refilling |
| <input type="checkbox"/> Concentrated Animal Feeding Operations | <input type="checkbox"/> Pesticide Formulating, Packaging, & Repackaging |
| <input type="checkbox"/> Concentrated Aquatic Animal Production | <input type="checkbox"/> Pesticide Manufacturing |
| <input type="checkbox"/> Copper Forming | <input type="checkbox"/> Petroleum Refining |
| <input type="checkbox"/> Dairy Products Processing or Manufacturing | <input type="checkbox"/> Pharmaceutical Manufacturing |
| <input type="checkbox"/> Electrical & Electronic Components Manufacturing | <input type="checkbox"/> Phosphate Manufacturing |
| <input type="checkbox"/> Electroplating | <input type="checkbox"/> Photographic Processing |
| <input type="checkbox"/> Explosive Manufacturing | <input type="checkbox"/> Plastic & Synthetic Material Manufacturing |
| <input type="checkbox"/> Ferroalloy Manufacturing | <input type="checkbox"/> Plastics Molding & Forming |
| <input type="checkbox"/> Fertilizer Manufacturing | <input type="checkbox"/> Porcelain Enameling |
| <input type="checkbox"/> Fruit and Vegetable Processing | <input type="checkbox"/> Printed Circuit Board Manufacturing |
| <input type="checkbox"/> Glass Manufacturing | <input type="checkbox"/> Pulp, Paper, & Fiberboard Manufacturing |
| <input type="checkbox"/> Grain Mills | <input type="checkbox"/> Rubber Manufacturing |
| <input type="checkbox"/> Gum & Wood Chemicals Manufacturing | <input type="checkbox"/> Seafood Processing |
| <input type="checkbox"/> Hospitals/Medical | <input type="checkbox"/> Soap and Detergent Manufacturing |
| <input type="checkbox"/> Ink Formulating | <input type="checkbox"/> Steam Electric Power Generation |
| <input type="checkbox"/> Inorganic Chemicals | <input type="checkbox"/> Sugar Processing |
| <input type="checkbox"/> Iron and Steel Manufacturing | <input type="checkbox"/> Textile Mills |
| <input type="checkbox"/> Landfills | <input type="checkbox"/> Timber Products |
| <input type="checkbox"/> Leather Tanning and Finishing | <input type="checkbox"/> Transportation Equipment Cleaning |
| <input type="checkbox"/> Meat & Poultry Products | <input type="checkbox"/> Waste Combustors |
| <input type="checkbox"/> Metal Finishing | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Metal Molding & Casting (Foundries) | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Metal Products and Machining | <input type="checkbox"/> Other: |

A facility with processes inclusive in these business areas may be covered by Environmental Protection Agency's (EPA) categorical pretreatment standards and may be determined a "categorical user".

2. Give a brief description of all operations at this facility, including primary products or services (submit additional sheets if necessary):

3. Indicate applicable Standard Industrial Classification (SIC) Codes or North American Industrial Classification System (NAICS) Codes for all processes. If more than one applies, list in descending order of importance:

1. 2. 3. 4.
 5. 6. 7. 8.

4. Product Volume:

#	PRODUCT PRODUCED OR SERVICE PROVIDED	PAST CALENDAR YEAR Amount Per Day (Daily Units)		ESTIMATE THIS CALENDAR YEAR Amount Per Day (Daily Units)	
		Average	Maximum	Average	Maximum
1.					
2.					
3.					
4.					
5.					
6.					
7.					

SECTION C: WATER SUPPLY

1. Water Sources (indicate all that apply):

☐ Private Well

☐ Surface Water

☐ Municipal Water Utility (Specify City):

☐ Other (specify):

2. Account Type:

☐ Individual

☐ Multi-tenant

3. Name on the Water Bill:

Street Address:

4. Water Service Account Number(s):

#	Water Account Number
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

5. List average water usage on premises. New facilities may estimate volumes.

Water Usage Summary Table		
Usage Type	Average Water Usage (gal/day)	Estimated or Measured (E or M)
Contact Cooling Water		
Non-Contact Cooling Water		
Boiler Feed		
Process		
Sanitary (12 gal/employee)		
Air Pollution Control		
Contained in Product		
Plant and Equipment Washdown		
Water Treatment - Reverse Osmosis System		
Water Treatment - Deionization System		
Irrigation and Lawn Watering		
Other:		
Other:		
Other:		
Other:		
Other:		
Other:		
TOTAL:		

SECTION D: SEWER INFORMATION

1. General Connection Information

a. For an existing business:

Is the building presently connect to the public sanitary sewer system?

☐ Yes. Sanitary sewer account number:

☐ No. Have you applied for a sanitary sewer hookup? ☐ Yes ☐ No

b. For a new business:

Will you be occupying an existing vacant building (such as in an industrial park)?

☐ Yes ☐ No

Have you applied for a building permit if a new facility will be constructed?

☐ Yes ☐ No ☐ N/A

Will you be connected to the public sanitary sewer system?

☐ Yes ☐ No

2. List size, descriptive location and flow of each wastewater line connected to the City's/Town's sewer system:

#	Line Size (inches)	Descriptive Location of Sewer Connection or Discharge Point	Flow (gpd)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SECTION E: WASTEWATER DISCHARGE INFORMATION

1. Does (or will) this facility discharge any wastewater other than domestic wastes (from restrooms) to the City/Town sewer?

☐ Yes ☐ No

2. Identify the average wastewater discharged to the sanitary sewer based on the types of activities identified in Section C.4 that use water:

Type	Amount Discharged to Sanitary Sewer (gpd)	Estimated or Measured (E or M)	Amount NOT Discharged to the Sanitary Sewer (gpd)	Identify the disposal method for the amount not discharged to the sanitary sewer.* a. Evaporation b. Stored on site c. Hauled (retain manifest) d. Recycled on site e. Contained in Product f. Municipal Storm Sewer g. Surface Water h. Other (identify)
Contact Cooling Water				
Non-Contact Cooling Water				
Boiler Feed				
Process				
Sanitary (12 gal/employee)				
Air Pollution Control				
Contained in Product				
Plant and Equipment Washdown				
Water Treatment - Reverse Osmosis System				
Water Treatment - Deionization System				
Irrigation and Lawn Watering				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
TOTAL				

* Please select the appropriate letter response(s)

3. The total average wastewater volume discharged, or will be discharged, from the entire facility to the sanitary sewer (gpd). This includes all sanitary and process wastewater discharges identified in the Section E.2 Table:

Gallons per Day

4. The total average wastewater volume discharged, or will be discharged, from the manufacturing process to the sanitary sewer (gpd). This includes only manufacturing process wastewater discharges identified in the Section E.2 Table:

Gallons per Day

Questions 5, 6, and 7 pertain to discharges related to manufacturing activities only and does not include any discharge flows considered to be sanitary.

5. For all industrial discharges that are continuous please address the following questions. New facilities may estimate volumes.

- a. How many hours per day will the continuous industrial discharge occur:

Hours per Day of Discharge (Example: 8 hours per day)							
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
No. of Hours							

- b. What are the hours of continuous industrial process discharge:

Hours of Discharge							
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Start Time*							
Stop Time*							

* Use 24-hour time formatting (e.g. From 08:00 / To 17:00)

- c. For continuous discharges, provide the following:

Industrial Peak Hourly Flow Rate Gallons per Hour

Industrial Maximum Daily Flow Rate Gallons per Day

Industrial Annual Daily Average Flow Rate Gallons per Day

6. Does the facility conduct any batch discharges?

☐ Yes, please complete Question 7 of this section.

☐ No, please complete Question 8 of this section.

7. If batch discharge occurs or will occur, address the following questions. Values presented as batch figures should **not** be accounted for under Question 5 which is related to continuous discharges. New facilities may estimate volumes.

a. Identify what is batched discharged:

1.	
2.	
3.	
4.	
5.	
6.	

b. Please complete the following table to each batch type listed in Item 7(a).

#	Frequency* a. Daily b. Weekly c. Monthly	Number of Batches Discharged	Day(s) of the Week Discharge occurs* a. Monday b. Tuesday c. Wednesday d. Thursday e. Friday f. Saturday g. Sunday h. Non-specific	Start Time of Batch Discharge (Ex: 23:00)	Duration (hours)	Flow Rate (gpm)	Average Volume Discharged per Batch (gallons)	Total Volume Discharged per Month (gallons)
1.								
2.								
3.								
4.								
5.								
6.								
TOTAL VOLUME DISCHARGED PER MONTH FOR ALL BATCHES:								
AVERAGE BATCH DISCHARGE PER DAY: (TOTAL VOLUME DISCHARGED PER MONTH FOR ALL BATCHES/NO. OF WORKING DAYS IN MONTH)								

* Please select the appropriate letter response(s)

c. Batches make up what percentage of the total industrial discharge: %

8. Schematic Flow Diagram

For each major industrial process or operation, submit a diagram (flow chart) of the flow of materials, products, wastes and wastewater from the start of the activity to its completion, showing all unit processes or operations. Indicate which processes use water and which generate wastestreams. Include the average daily volume and maximum daily volume of each wastestream. New facilities may estimate volumes.

If estimates are used for flow data, this must be indicated. Number each industrial process or operation on the schematic flow diagram. Use these numbers when showing these unit processes or operations in the building layout in Section H and in questions 9 and 10 of this section when applicable. This drawing should be certified by a qualified professional or authorized representative.

NOTE: Facilities that checked activities in question 1 of Section B may be considered Categorical Industrial Users and should skip to question 10.

9. For Non-Categorical Users Only

List average wastewater discharge, maximum discharge, and type of discharge (batch, continuous, or both) for each plant process or operation. Include the reference number from the schematic flow diagram that corresponds to each process or operation. For operations or processes that generate wastewater that is not discharged to the sanitary sewer, indicate flow amount and fate of the discharge. New facilities should provide estimates for each discharge.

Process Reference No.*	Process Name	Average Flow (gpd)	Maximum Flow (gpd)	Estimated or Measured (E or M)	Type of Discharge** a. Batch b. Continuous c. Both d. Evaporation e. Stored on site f. -Hauled g. Recycled on site h. Other (explain)

* Refer to your schematic flow diagram from Question 8.

** Please select the appropriate letter response(s)

ANSWER QUESTION 10 ONLY IF YOU ARE SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS

10. **For Categorical Users Only**

List average wastewater discharge, maximum discharge, and type of discharge (batch, continuous, or both) for each regulated and unregulated plant process or operation. Include the reference number from the schematic flow diagram that corresponds to each regulated and unregulated process or operation. For processes or operations that generate wastewater that is not discharged to the sanitary sewer, indicate flow amount and fate of the discharge. New facilities should provide estimates for each discharge.

Reference No.	Categorical Process Name (Regulated Wastestreams)	Average Flow (gpd)	Maximum Flow (gpd)	Estimated or Measured (E or M)	<u>Type of Discharge</u> a. Batch b. Continuous c. Both d. Evaporation e. Stored on site f. Hauled g. Recycled on site h. Other (explain)
Reference No.	Non-Categorical Process Name (Unregulated and Dilution Wastestreams)	Average Flow (gpd)	Maximum Flow (gpd)	Estimated or Measured (E or M)	<u>Type of Discharge</u> a. Batch b. Continuous c. Both d. Evaporation e. Stored on site f. Hauled g. Recycled on site h. Other (explain)

- 11 Do you have, or plan to have, automatic sampling equipment or continuous wastewater flow metering equipment at this facility?

Current: Flow Metering
 Sampling Equipment

☐ Yes ☐ No
☐ Yes ☐ No

Planned: Flow Metering
 Sampling Equipment

☐ Yes ☐ No
☐ Yes ☐ No

Please indicate the present or future location of this equipment on the schematic flow diagram requested in question 8 of this section and on the building layout requested in Section H of this application. Describe the equipment below:

12. Are any process changes or expansions planned during the next three years that could alter wastewater volumes or characteristics? Consider production processes as well as air or water pollution treatment processes that may affect the discharge.

☐ Yes ☐ No

If yes, briefly describe these changes and their effects on the wastewater volume and characteristics:

13. Are any materials or water reclamation systems in use or planned?

☐ Yes ☐ No

If yes, briefly describe recovery processes, substances recovered, percent recovery, and the concentration in the spent solutions. Refer to the schematic flow diagram:

14. Do you have a written Pollution Prevention Plan (P2 Plan)?

☐ Yes ☐ No

If yes, submit a copy with this form.

15. Are any steps currently planned for addressing waste minimization?

☐ Yes ☐ No

If yes, please describe:

SECTION F: CHARACTERISTICS OF DISCHARGE

The tables in this section are for determining what pollutants are associated with your facility's wastestream. If you currently hold a wastewater permit and are renewing it with this application, provide the requested information on all pollutants for which industrial user (IU) self-monitoring monitoring has been performed by the IU in the past three years at your permitted Outfall(s). The average value column would contain the three year average of the results obtained for the regulated pollutant at the specified Outfall. (Submit additional copies of the tables for each permitted Outfall if needed). Be sure methods conform to 40 CFR §136, and total amounts are tested for. For all other pollutants that have not been sampled, indicate whether the pollutant is known to be present (P), suspected to be present (S), or known to be absent (A), by placing the appropriate letter in the blank beside the pollutant. DO NOT LEAVE BLANKS.

If the City/Town or their authorized representative samples in lieu of the IU, and no self-monitoring has been conducted by the IU, please complete the far right hand column. Indicate whether the pollutant is known to be present (P), suspected to be present (S), or known to be absent (A), by placing the appropriate letter in the blank beside the pollutant for each permitted Outfall. DO NOT LEAVE BLANKS.

New dischargers should use the table to indicate what pollutants will be present or are suspected to be present in proposed wastestreams by placing the appropriate letter in the blank beside the pollutant: P (expected to be present), S (may be present), or A (will not be present). DO NOT LEAVE BLANKS. If representative data is available for processes and/or wastestreams that will be permitted, please indicate the results of such data in the appropriate fields and submit the lab data. (Submit additional copies of the tables for each location if needed.)

Total Toxic Organics (TTO), 40 CFR Part 122, Table II
(Volatiles, Base Neutrals, Acid Extractables, and Pesticides)

#	Parameter	Location	Method	Detection Limit (mg/L)	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
Volatiles								
1.	acrolein							
2.	acrylonitrile							
3.	benzene							
4.	bromoform							
5.	carbon tetrachloride							
6.	chlorobenzene							
7.	chlorodibromomethane							
8.	chloroethane							
9.	2-chloroethylvinyl ether							
10.	chloroform							
11.	dichlorobromomethane							
12.	1,1-dichloroethane							
13.	1,2-dichloroethane							
14.	1,1-dichloroethylene							
15.	1,2-dichloropropane							
16.	1,3-dichloropropylene							
17.	ethylbenzene							
18.	methyl bromide							
19.	methyl chloride							
20.	methylene chloride							
21.	1,1,2,2-tetrachloroethane							
22.	tetrachloroethylene							
23.	toluene							
24.	1,2-trans-trichloroethylene							
25.	1,1,1-trichloroethane							
26.	1,1,2-trichloroethane							
27.	trichloroethylene							
28.	vinyl chloride							
Acid Extractables								
29.	2-chlorophenol							
30.	2,4-dichlorophenol							
31.	2,4-dimethylphenol							
32.	4,6-dinitro-o-cresol							
33.	2,4-dinitrophenol							
34.	2-nitrophenol							
35.	4-nitrophenol							
36.	p-chloro-m-cresol							
37.	pentachlorophenol							

#	Parameter	Location	Method	Detection Limit (mg/L)	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
38.	phenol							
39.	2,4,6-trichlorophenol							
Base Neutrals								
40.	acenaphthene							
41.	acenaphthylene							
42.	anthracene							
43.	benzidine							
44.	benzo (a) anthracene							
45.	benzo (a) pyrene							
46.	3,4-benzofluoranthene							
47.	benzo (ghi) perylene							
48.	benzo (k) fluoranthene							
49.	bis (2-chloroethoxy) methane							
50.	bis (2-chloroethyl) ether							
51.	bis (2-chloroisopropyl) ether							
52.	bis (2-ethylhexyl) phthalate							
53.	4-bromophenyl phenyl ether							
54.	butylbenzyl phthalate							
55.	2-chloronaphthalene							
56.	4-chlorophenyl phenyl ether							
57.	chrysene							
58.	dibenzo (a,h) anthracene							
59.	1,2-dichlorobenzene							
60.	1,3-dichlorobenzene							
61.	1,4-dichlorobenzene							
62.	3,3-dichlorobenzidine							
63.	diethyl phthalate							
64.	dimethyl phthalate							
65.	di-n-butyl phthalate							
66.	2,4-dinitrotoluene							
67.	2,6-dinitrotoluene							
68.	di-n-octyl phthalate							
69.	1,2-diphenylhydrazine							
70.	fluoranthene							
71.	fluorene							
72.	hexachlorobenzene							
73.	hexachlorobutadiene							
74.	hexachlorocyclopentadiene							
75.	hexachloroethane							
76.	indeno (1,2,3-cd) pyrene							
77.	isophorone							

#	Parameter	Location	Method	Detection Limit (mg/L)	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
78.	napthalene							
79.	nitrobenzene							
80.	n-nitrosodimethylamine							
81.	n-nitrosodi-n-propylamine							
82.	n-nitrosodiphenylamine							
83.	phenanthrene							
84.	pyrene							
85.	1,2,4-trichlorobenzene							
Pesticides								
86.	aldrin							
87.	alpha-BHC							
88.	beta-BHC							
89.	gamma-BHC							
90.	delta-BHC							
91.	chlordane							
92.	4,4'-DDT							
93.	4,4'-DDE							
94.	4,4'-DDD							
95.	dieldrin							
96.	alpha-endosulfan							
97.	beta-endosulfan							
98.	endosulfan sulfate							
99.	endrin							
100.	endrin aldehyde							
101.	heptachlor							
102.	heptachlor epoxide							
103.	PCB-1242							
104.	PCB-1254							
105.	PCB-1221							
106.	PCB-1232							
107.	PCB-1248							
108.	PCB-1260							
109.	PCB-1016							
110.	toxaphene							

40 CFR Part 122, Appendix D, Table III
(Metals, Cyanide and Total Phenols)

#	Parameter	Location	Method	Detection Limit (mg/L)	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
1.	antimony, total							
2.	arsenic, total							
3.	barium, total							
4.	beryllium, total							
5.	cadmium, total							
6.	chromium, total							
7.	copper, total							
8.	cyanide, total							
9.	lead, total							
10.	mercury, total							
11.	nickel, total							
12.	selenium, total							
13.	silver, total							
14.	thallium, total							
15.	zinc, total							
16.	phenols, total							

Conventional Pollutants

#	Parameter	Location	Method	Detection Limit	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
1.	acidity							
2.	alkalinity							
3.	ammonia nitrogen							
4.	bacteria							
5.	biochemical oxygen demand - 5 day							
6.	chemical oxygen demand							
7.	chloride							
8.	chlorine							
9.	fluoride							
10.	hardness (as calcium carbonate)							
11.	Kjeldahl nitrogen							
12.	magnesium							
13.	nitrate N							
14.	nitrite N							
15.	oil and grease							
16.	organic nitrogen							
17.	orthophosphate as phosphorus							
18.	phosphorous							
19.	sodium							
20.	specific conductance							
21.	sulfate							
22.	sulfide							
23.	sulfite							
24.	total organic carbon							
25.	total suspended solids							

Other Pollutants of Concern

#	Parameter	Location	Method	Detection Limit	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
1.	molybdenum, total							
2.	2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD)							
3.	hexavalent chromium							
4.	tetrapropylammonium hydroxide (TPAH)							
5.	tetramethylammonium hydroxide (TMAH)							
6.	benzyltrimethyloctylammonium (C8 BAC)							
7.	benzyltrimethyldecylammonium (C10 BAC)							
8.	benzyltrimethyldodecylammonium (C12 BAC)							
9.	benzyltrimethyltetradecylammonium (C14 BAC)							
10.	benzyltrimethylhexadecylammonium (C16 BAC)							
11.	benzyltrimethyloctadecylammonium (C18 BAC)							
12.	dioctyldimethylammonium (C8C8 DADMA)							
13.	didecyldimethylammonium (C10 C10 DADMA)							
14.	didecyldimethylammonium (C10 C10 DADMA)							
15.	didodecyldimethylammonium (C12 C12 DADMA)							
16.	ditetradecyldimethylammonium (C14 C14 DADMA)							
17.	dihexadecyldimethylammonium (C16 C16 DADMA)							
18.	dioctadecyldimethylammonium (C18 C18 DADMA)							
19.	cetylpyridinium							

40 CFR Part 122, Appendix D, Table V
(Toxic Pollutants and Hazardous Substances)

#	Parameter	Location	Method	Detection Limit	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
1.	asbestos							
2.	acetaldehyde							
3.	allyl alcohol							
4.	allyl chloride							
5.	amyl acetate							
6.	aniline							
7.	benzonitrile							
8.	benzyl chloride							
9.	butyl acetate							
10.	butylamine							
11.	captan							
12.	carbaryl							
13.	carbofuran							
14.	carbon disulfide							
15.	chlorpyrifos							
16.	coumaphos							
17.	cresol							
18.	crotonaldehyde							
19.	cyclohexane							
20.	2,4-dichlorophenoxy acetic acid (2,4-D)							
21.	diazinon							
22.	dicamba							
23.	dichlobenil							
24.	dichlone							
25.	2,2-dichloropropionic acid							
26.	dichlorvos							
27.	diethyl amine							
28.	dimethyl amine							
29.	dinitrobenzene							
30.	diquat							
31.	disulfoton							

#	Parameter	Location	Method	Detection Limit	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
32.	diuron							
33.	epichlorohydrin							
34.	ethion							
35.	ethylene diamine							
36.	ethylene dibromide							
37.	formaldehyde							
38.	furfural							
39.	guthion							
40.	isoprene							
41.	isopropanolamine dodecylbenzenesulfonate							
42.	kelthane							
43.	kepone							
44.	malathion							
45.	mercaptodimethur							
46.	methoxychlor							
47.	methyl mercaptan							
48.	methyl methacrylate							
49.	methyl parathion							
50.	mevinphos							
51.	mexacarbate							
52.	monoethyl amine							
53.	monomethyl amine							
54.	naled							
55.	napthenic acid							
56.	nitrotoluene							
57.	parathion							
58.	phenolsulfanate							
59.	phosgene							
60.	propargite							
61.	propylene oxide							
62.	pyrethrins							
63.	quinolone							
64.	resorcinol							

#	Parameter	Location	Method	Detection Limit	Maximum Daily Value (mg/L)	Average Daily Value (mg/L)	Number of Analysis	P, S, A
65.	strontium							
66.	strychnine							
67.	styrene							
68.	2,4,5-trichlorophenoxy acetic acid (2,4,5-T)							
69.	tetrachlorodiphenylethane (TDE)							
70.	2-(2,4,5-trichlorophenoxy) propanoic acid (2,4,5-TP)							
71.	trichlorofan							
72.	triethanolamine dodecylbenzenesulfonate							
73.	trimethylamine							
74.	trimethylamine							
75.	uranium							
76.	vanadium							
77.	vinyl acetate							
78.	xylene							
79.	xlenol							
80.	zirconium							

SECTION G: TREATMENT

1. Is any form of wastewater treatment practiced at this facility?
(Refer to the list in Section G.3 for types of treatment)

☐ Yes ☐ No

2. Is any form of wastewater treatment (or changes to an existing wastewater treatment) planned for this facility within the next three to five years?
(Refer to the list in Section G.3 for types of treatment)

☐ Yes. Please describe:

--

☐ No. Proceed to Section H.

3. Select treatment devices or processes used or proposed for treating wastewater or sludge (check as many as appropriate).

☐ Air Flotation

☐ Centrifuge

☐ Chemical precipitation

☐ Chlorination

☐ Cyclone

☐ Filtration

☐ Flow Equalization

☐ Grease trap; size in (gallons):

--

☐ Grinding filter

☐ Grit removal

☐ Grit trap; size in (gallons):

--

☐ Ion exchange

☐ Biological treatment, type:

☐ Grease or oil separation, type:

☐ Other chemical treatment, type:

☐ Other physical treatment, type:

☐ Other, type:

☐ Neutralization, pH adjustment

☐ Ozonation

☐ Rainwater diversion or storage

☐ Reverse osmosis

☐ Screen

☐ Sedimentation

☐ Septic tank

☐ Solvent separation

☐ Spill protection

☐ Sump

4. General Connection Information

- a. Name the pollutants being treated in the wastewater system:

--

- b. Treatment Schedule

Hours of Discharge							
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Start Time*							
Stop Time*							

* Use 24-hour time formatting (e.g. From 08:00 / To 17:00)

- c. Design capacity of the treatment system: Gallons per Day
- d. Operational capacity of the treatment system: Gallons per Day
- e. For those renewing their permit, submit a process flow diagram for the existing pretreatment system. For new applicants, submit a process flow diagram for any proposed/planned pretreatment system. The process flow diagram for the pretreatment system must contain the following:
- An identification of the industrial process or operational wastewater streams listed in the Schematic Flow Diagram (Section E, Question 8) that will discharge through the pretreatment system. Include the average volume per day for each industrial process or operational wastewater stream that will pass through the pretreatment system.
 - The pretreatment system drawing shall be drawn to scale and shall provide information on the location of all pretreatment equipment, including but not limited to pumps, mixers, control valves, equalization tank, chemical feed tanks, pH adjustment tank, clarifier, filter, electro-recovery system, ion exchange system, and filter press. Include the volume of tanks or treatment units.
 - Each pretreatment system tank/equipment must be properly identified with its corresponding name.
 - Show all the process control systems including the controlled element (pH, ORP, flow level), controllers, recorders, totalizer, and the signal to the device that is controlled (metering pump, control valve, pump motor).
 - Show all wastewater piping connections through the pretreatment system to the identified sample point.
 - Show all by-products generated and the volume of by-products generated by the pretreatment system. Include the by-product/waste disposal method.
 - Include location and dimensions of each sampling point.

- f. Identify Automatic Control devices used in the system and its calibration requirements: (ex. pH controller).

--

- g. Identify the chemicals used for treatment, the dosage rate (including units), and the chemical feeding method.

Chemical	Dosage Rate (include units)	Feeding Method		
		Manual	Automatic	Manual and Automatic
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- h. Time needed for treatment from beginning to end: Hours

5. Describe any changes in treatment or disposal methods planned or under construction for the wastewater discharge to the sanitary sewer. Include estimated completion dates.

--

6. Do you have a treatment operator? ☐ Yes ☐ No

If yes,

Operator Name:	
Title:	
Phone Number:	
Email Address:	
Full Time (specify hours*):	
Part Time (specify hours*):	

* Use 24-hour time formatting (e.g. From 08:00 / To 17:00)

7. Do you have and maintain the following documents (check all that apply):

- ☐ A manual on the correct operation of your treatment equipment?
- ☐ A written maintenance schedule for your treatment equipment?
- ☐ A pretreatment process and equipment log book?

Note: All checked documents must be available for review during inspection.

SECTION H: FACILITY OPERATIONAL CHARACTERISTICS

1. Shift Information.

Work Days		Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees per Shift	1 st							
	2 nd							
	3 rd							
Shift Start and End Times	1 st	Start						
		End						
	2 nd	Start						
		End						
	3 rd	Start						
		End						

* Use 24-hour time formatting (e.g. From 08:00 / To 17:00)

2. Indicate whether the business activity is:

- ☐ Continuous through the year, or
- ☐ Subject to seasonal variation; identify the seasonal variation on the table below.

Month	Season	More Production	Less Production
March	Spring	<input type="checkbox"/>	<input type="checkbox"/>
April			
May			
June	Summer	<input type="checkbox"/>	<input type="checkbox"/>
July			
August			
September	Fall	<input type="checkbox"/>	<input type="checkbox"/>
October			
November			
December	Winter	<input type="checkbox"/>	<input type="checkbox"/>
January			
February			

Comments:

3. Indicate whether the facility discharge is:

- ☐ Continuous through the year, or
- ☐ Subject to seasonal variation; identify the seasonal variation on the table below.

Month	Season	More Production	Less Production
March	Spring	<input type="checkbox"/>	<input type="checkbox"/>
April			
May			
June	Summer	<input type="checkbox"/>	<input type="checkbox"/>
July			
August			
September	Fall	<input type="checkbox"/>	<input type="checkbox"/>
October			
November			
December	Winter	<input type="checkbox"/>	<input type="checkbox"/>
January			
February			

Comments:

4. Do your industrial processes shut down for vacation, maintenance or other reasons?

☐ Yes ☐ No

If yes, indicate reasons and period when shutdown occurs:

--

5. List types and amounts (mass or volume per day) of raw materials used or planned for use (Submit additional sheets if necessary):

Type of Raw Material	Quantity (mass or volume per day)

6. List types and quantity of chemicals used or planned for use (Submit list if necessary). Include copies of Safety Data Sheets (SDS), for ALL chemicals identified.

Chemical	Quantity

7. Building Layout.

Submit a Building Layout. The Building Layout shall provide information to identify the building location relative to the streets and surrounding areas and the general piping connections for water and sewer. The drawings shall be drawn to scale and include the following:

- a. North arrow, scale size, name of company and address, drawing name and number, date drawn and revised, and who drew and approved the drawing;
- b. Location of each building on the premises with respect to streets;
- c. The overall building dimensions;
- d. Each industrial process or operation location and area dimensions. Use the same numbered processes or operations identified in the Schematic Flow Diagram submitted for Question 8 in Section E;
- e. The location of pretreatment wastewater system, if applicable;
- f. The location of all chemical storage containers, tanks, bins, or ponds. Number these storage vessels. This numbering system will be utilized in the table in Section I, Question 1;
- g. All floor drains, sewer connections and storm drains;
- h. Above-ground and below-ground main waste/wastewater piping, drain and pipe sizes, sewer connection to the City's/Town's sewer;
- i. Existing and proposed sampling locations, and
- j. All main incoming water piping, water meter locations(s), and water meter number(s).

SECTION I: BEST MANAGEMENT PRACTICES

1. Do you have chemical storage containers, bins, or ponds at your facility?

☐ Yes ☐ No

If yes, please give a description of their location, contents, size, type of container, cleaning frequency, and method of cleaning. For location, use the numbers identified for the storage vessels that are on the Building Layout, from Section H, Question 7. Indicate if buried metal containers have cathodic protection.

Location No.	Contents	Size (gallons)	Type	Cleaning Frequency	Method of Cleaning	Cathodic Protection
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>

2. Do you have floor drains in your manufacturing or chemical storage area(s)?

☐ Yes ☐ No

If yes, to where do they drain?

3. Could an accidental spill of chemical storage containers, bins or ponds result in a discharge to any of the following areas (check all that apply):

☐ Onsite disposal system

☐ Public sanitary sewer system (for example, through a floor drain)

☐ Storm drain

☐ Ground

☐ Other (specify):

☐ Not applicable. No possible discharge to any of the above routes.

4. Do you have a written Slug Discharge Control Plan (SDCP) or a Spill Prevention Plan to prevent chemical spills or slug discharges from entering the Control Authority's collection system (the sanitary sewer)?

☐ Yes, please submit a copy with the application.

☐ No

☐ Not applicable since there are no floor drains and/or the facility discharges only domestic wastes.

5. Please describe below any previous spill events and remedial measures taken to prevent their reoccurrence.

6. Are you a Categorical Users subject to Total Toxic Organic (TTO) requirements?

☐ Yes, please provide the following (TTO) information.

☐ No, please, proceed to Section J.

- a. Does (or will) this facility use any of the toxic organics that are listed under the TTO Standard of the applicable categorical pretreatment standards published by the EPA?

☐ Yes ☐ No

- b. Has a report been submitted (such as a Baseline Monitoring Report) which indicates TTO concentrations present in the wastestreams?

☐ Yes, please submit lab results. ☐ No

- c. Has a toxic organic management plan (TOMP) been developed?

☐ Yes, please submit a copy. ☐ No

SECTION J: NON-DISCHARGED WASTES

1. What is your generator status?

- ☐ Exempt
- ☐ Conditionally Exempt Small Quantity Generator (CESQG)
- ☐ Small Quantity Generator (SQG)
- ☐ Large Quantity Generator (LQG)

If applicable, list your:

- a. EPA Generator ID:
- b. TCEQ Generator ID:

2. Have you applied for, or do you anticipate a change in generator status during the next year?

- ☐ Yes. Expected Status: ☐ Exempt ☐ CESQG ☐ SQG ☐ LQG
- ☐ No

3. Disposal of Generated Wastes not Discharged to the Sanitary Sewer.

a. Are any waste liquids or sludges generated and not disposed of in the sanitary sewer system?

- ☐ Yes, please complete the table below.
- ☐ No, skip the remainder of Section J.

b. Are any of your wastes sent off to an off-site Centralized Waste Treatment (CWT) facility?

- ☐ Yes, please identify the name of the CWT facility in the table below.
- ☐ No.

Description of Waste Generated	Type*	Quantity Generated per year (include units)	Disposed*	Disposal Method*	Name of CWT facility (if applicable)
	a. Haz. b. Non-Haz.		a. on-site b. off-site		
				a. Evaporation b. Incinerated c. Hauled to CWT facility d. Hauled to non-CWT facility e. Holding Pond f. Lagoon g. Recycled h. Septic System i. Stored on Site j. Other and Identify	

* Please select the appropriate letter response(s)

4. Are any of these wastes removed by a disposal company?

☐ Yes ☐ No

If yes, state the name(s), address(es), and permit IDs of all waste haulers.

Waste(s) Hauled	Name of Disposal/Hauling Company	Address	Permit No.

5. Have you been issued any local, state, or federal environmental permits?

☐ Yes ☐ No

If yes, please list the permit(s).

1.	
2.	
3.	
4.	
5.	
6.	
7.	

SECTION K: AUTHORIZED SIGNATURES

1. Are all applicable local, state, and federal pretreatment standards and requirements being met on a consistent basis?

☐ Yes ☐ No ☐ Not Applicable (discharge is not yet occurring)

If no:

- a. What additional operations and maintenance procedures are being considered to bring the facility into compliance? Also, list additional treatment technology or practices being considered in order to bring the facility into compliance.

--

- b. Provide a schedule for bringing the facility in compliance. Specify major events planned along with reasonable completion dates. Note that if the Control Authority issues a permit to the applicant, it may establish a schedule for compliance different from the one submitted by the facility.

#	Milestone Activity	Completion Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Authorized Representative Statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name

Title

Signature

Date

Phone

CITY OF JUSTIN
PERMIT TO DISCHARGE INDUSTRIAL WASTEWATERS
TO THE SANITARY SEWER

Name of Industry: _____
(Permittee)

Industrial User Classification: _____

Date Permitted Process Established at this Address: _____

Address: _____
(Location of sewer service)

Publicly Owned Treatment Works: _____

Permit No.: _____

The above named permittee is authorized to discharge industrial wastewaters to the sanitary sewer system according to the provisions of this permit. This permit is based on the Application for Wastewater Discharge Permit and all related compliance schedules, plans, and commitments to performance as submitted by the above named permittee or its authorized representative. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit. **Authorization is granted for a period beginning on:**

_____ **until** _____
(Month/Day/Year) (Month/Day/Year)

[Insert Title of Authorized City Official]

Date

Signature

Title

City

STATE OF TEXAS

[Note to permit writer: Duration of permit must be no longer than 5 years or as specified in the Contracting Party's Ordinance.]

PART 1: EFFLUENT LIMITATIONS

All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in the City of [Insert City/Town Name] Ordinance No. [Insert Ordinance No.] and any applicable State and Federal pretreatment laws, regulations, or requirements that may become effective during the term of this permit. Ignorance of any of the aforementioned shall not constitute a means of relief from compliance. Where effluent discharge limits are subject to more than one standard/limitation the more restrictive shall apply.

A. Discharge Location

The permittee is authorized to discharge process wastewater to the City of [Insert City/Town Name], and the Trinity River Authority of Texas (TRA) wastewater system from the Outfall(s) listed below:

<u>Outfall</u>	<u>Description</u>
[Number all Outfalls e.g.: 001]	[Describe Outfall Location]

[Note to permit writer: Insert a photo of each Outfall(s)]

B. Specific Effluent Limits

1. The discharges from Outfall [Insert Ordinance No.] consist of [insert either “categorical (40 CFR §433.17)” or “categorical (40 CFR §433.17) and non-categorical”] wastestreams. Outfall [Insert Outfall No.] shall not exceed the following effluent limitations [insert “except that Biochemical Oxygen Demand - 5 Day (BOD₅) and Total Suspended Solids (TSS) may instead be subject to a surcharge for exceeding the stated limits (see Part 3, Special Conditions section of the permit)” if Outfall [Insert Outfall No.] is also located where local limits are evaluated]:

APPLICABLE EFFLUENT LIMITATIONS – OUTFALL [Insert Outfall No.]

(Expressed as Total mg/L, except pH which is in Standard Units)

<u>Parameter</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>
------------------	----------------------	------------------------

[Note to Permit Writer: List all categorical parameters from the Code of Federal Regulations (CFR) and the corresponding CFR limit or calculated alternative limit (Combined Wastestream Formula (CWF)) or equivalent limit (Production based).]

[Note to Permit Writer: If categorical (or CWF limits or equivalent conc. for production) and local limits are being evaluated at the same Outfall, list the more stringent limit between the local limit and categorical limit.]

[Note to Permit Writer: If categorical and local limits are being evaluated at the same Outfall, list all local limits, regardless if some will have reduced monitoring requirements.]

[Note to Permit Writer: Identify the type of limit. For example, daily maximum and monthly average are types of limits listed in the metal finishing category. The limit type will be dependent on the category.]

- a. See additional Effluent Limitations related to the discharge of wastewaters from Outfall [Insert Outfall No.] in Part 3, Special Conditions, of this permit.

[Note to Permit Writer: [Identify any additional industry specific special conditions in Part 3 of the permit.]

2. The discharges from Outfall [Insert Outfall No.] consist of non-categorical wastestreams. Outfall [Insert Outfall No.] shall not exceed the following effluent limitations except that Biochemical Oxygen Demand: 5-Day (BOD₅) and Total Suspended Solids (TSS) may instead be subject to a surcharge for exceeding the stated limits (see Part 3, Special Conditions, section of the permit):

APPLICABLE EFFLUENT LIMITATIONS – OUTFALL [Insert Outfall No.]
(Expressed as Total mg/L, except pH which is in Standard Units)

Parameter

[Insert Limit Type]

[Note to Permit Writer: List all the local limits; regardless if some will have reduced monitoring requirements.]

[Note to Permit Writer: Identify the type of limit (i.e. instantaneous maximum or daily maximum are limit type choices for TRA local limits. Reference the TRA Technically Based Local Limits (TBLL) development document.)

- a. See additional Effluent Limitations related to the discharge of wastewaters from Outfall [Insert Outfall No.] in Part 3, Special Conditions, of this permit.

[Note to Permit Writer: Identify any additional industry specific special conditions in Part 3 of the permit.]

C. Best Management Practices (BMPs)

- ☐ Permittee is required to have BMP.
☐ Permittee is not required to have BMP.

1. Categorical BMPs. **[Note to Permit Writer: Only include Categorical Industrial User (CIU) BMPs if required.]**

In addition to the applicable categorical effluent limitations, the permittee is required to implement the following category specific BMPs:

[Note to Permit Writer: Identify plans and requirements for each plan, including reporting requirements or certification requirements. For categories, BMPs can be for things such as a Toxic Organic Management Plan (TOMP), other management plans, and/or for pollution prevention alternatives, as applicable. Include any reporting or certification requirements for the TOMP in this section. Example permit language is provided for a TOMP.]

- a. Toxic Organic Management Plan (TOMP).

The purpose of a TOMP is to identify sources of toxic organics as regulated under category 40 CFR §433.17 in the facility wastewater, and to describe controls necessary to ensure that these chemicals are not intentionally or accidentally discharged into the facility wastewater system, except as otherwise authorized under this wastewater discharge permit.

- (1) A copy of the current TOMP must be submitted to the City and/or TRA for review and approval.
- (2) The permittee shall maintain a copy of the approved TOMP onsite at all times.
- (3) The TOMP plan must, at a minimum, specify:
 - (i) A complete inventory of all toxic organic chemicals in use or identified through sampling and analysis of the wastewater from regulated process operations;
 - (ii) The method of disposal used in lieu of sewer discharge such as reclamation, contract hauling, or incineration;
 - (iii) Procedures for ensuring that the regulated toxic organics do not routinely spill or leak in the wastewater; and
 - (iv) Determinations or best estimates of the identities and approximate quantities of toxic organic pollution used as well as discharged from the regulated manufacturing processes.

[Note to Permit Writer: If necessary list any other additional TOMP requirements that are unique to the facility.]

- (4) The following certification statement must be signed by the Signatory Authority and submitted with the TOMP at each semiannual report:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the permit limitation (or pretreatment standard) for total toxic organics (TTO), I certify that, to the best of my knowledge and belief, no dumping of concentrated toxic organics into the wastewaters has occurred since filing of the last discharge

monitoring report. I further certify that this facility is implementing the toxic organic management plan submitted to the permitting (or control) authority.”

2. General BMPs. **[Note to Permit Writer: Only include BMPs if required.]**

In addition to the applicable local effluent limitations, the permittee is required to implement the following BMP(s) to control the discharge of [Insert what is being controlled]:

[Note to Permit Writer: Identify plans and requirements for each plan, including reporting requirements or certification requirements. BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement general and specific prohibitions. BMPs could include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. Example permit language is provided for a Slug Discharge Control Plan.]

a. Slug Discharge Control Plan (SDCP).

The purpose of a SDCP is to prevent any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the Publicly Owned Treatment Works’ (POTW) regulations, local limits, or permit conditions.

- (1) A copy of the current or a new SDCP must be submitted to the City and/or TRA for review and approval by the timeframe specified by the City and/or TRA. This also includes any changes made to the SDCP as a result of changes at the facility capable of affecting a slug discharge.
- (2) The permittee shall maintain a copy of the approved SDCP onsite at all times.
- (3) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a slug discharge. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedures. This includes procedures for follow-up written notification within five (5) days.
- (4) An accidental discharge/SDCP shall address, at a minimum, the following:
 - (i) Description of discharge practices, including non-routine batch discharges;
 - (ii) Description of stored chemicals;
 - (iii) Procedures for immediately notifying the [Insert Title of Authorized City Official] of any accidental or slug discharge or changes at the facility capable of affecting a slug discharge, as required by the City of [Insert City/Town Name] Ordinance No. [Insert Ordinance No.], Section [Insert Ordinance Section No.].
 - (iv) Procedures as needed to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

[Note to Permit Writer: *If necessary, list any other additional SDCP requirements that are unique to the facility.*]

D. General and Specific Prohibitions

The permittee shall not introduce into the POTW any pollutant(s) which will cause Pass Through or Interference as outlined in 40 CFR §403.5(a) or any pollutant outlined in 40 CFR §403.5(b), as outlined in the City's Ordinance.

All General and Specific Prohibitions are outlined in the City of [Insert City/Town Name], Ordinance No. [Insert Ordinance No.], Section [Insert Ordinance Section No.]. The permittee shall not discharge wastewater containing any of the following substances from any outfall:

1. General Prohibitions.

a.

[Note to Permit Writer: List the General Prohibition wording directly from the Contracting Party's Ordinance.]

2. Specific Prohibitions.

a.

[Note to Permit Writer: List the Specific Prohibitions directly from the Contracting Party's ordinance here. There should be about 20-25 Specific Prohibitions.]

PART 2: MONITORING REQUIREMENTS**A. Self-Monitoring Requirements by Permittee**

- ☐ Permittee conducts self-monitoring, 40 CFR §403.12(g).
☐ Permittee is not required to conduct self-monitoring.
☐ See Part 3, Special Conditions, for additional requirements.

[Note to Permit Writer: *If the permittee is not required to conduct self-monitoring, then no Sample Frequency Table is needed in Part 2.A. This also indicates that the Contracting Party or TRA is sampling in lieu of the Significant Industrial User (SIU).]*

1. Outfall [Insert Outfall No.] shall be monitored for the following parameters, at the indicated frequency:

Sampling Frequency (Minimum) – Outfall [Insert Outfall No.]

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
------------------	------------------	--------------------

[Note to Permit Writer in regards to Parameters:

(1) *If the City/TRA is having the SIU conduct their own self-monitoring and the City/TRA are only going to sample annually, list all applicable parameters that were in the corresponding Specific Effluents Limits Table for each Outfall. A Monitoring Table will need to be created for each Outfall.*

(2) *If the City/TRA plan on conducting self-monitoring in lieu of the SIU, but plans on requiring the SIU to additionally sample specific parameters more frequently, only specify those parameters for each Outfall. A Monitoring Table will need to be created for each Outfall.]*

[Note to Permit Writer in regards to Frequency:

(1) *For categorical parameters the sample frequency must be at least “semiannually”.*

(2) *If a TOMP is approved, list “approved TOMP” in the frequency column for TTOs (only for categorical outfalls).*

(3) *For Local Limits the sample frequency must be at least “semiannually” unless the permit writer has determined and documented in the permit Fact Sheet why a parameter can be sampled less frequent (i.e. “once per permit cycle”). For additional details, refer to the Administrative Plan for the TRA Approved Pretreatment Program.*

(4) *“Semiannually” means sample once in the first six (6) months of the pretreatment year and once in the second six (6) months of the pretreatment year.]*

[Note to Permit Writer in regards to Sample Type:

(1) *Sample Types need to consist of either Composite, Grab, or 4-Part Grab. For details on the appropriate use of sample type refer to the Administrative Plan for the TRA Approved Pretreatment Program.]*

- a. See additional Monitoring Requirements related to the discharge of wastewaters from Outfall [Insert Outfall No.] in Part 3, Special Conditions, of this permit.

- b. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR §136 and amendments thereto unless otherwise specified in the monitoring conditions of this permit.

B. Control Authority Monitoring Requirements

- ☐ Control Authority conducts permittee's required self-monitoring, 40 CFR §403.12(g).
- ☐ Control Authority does not conduct permittee's required self-monitoring and must sample at least annually, 40 CFR §403.12(g).

1. Outfall [Insert Outfall No.] shall be monitored for the following parameters, at the indicated frequency:

Sampling Frequency (Minimum) – Outfall [Insert Outfall No.]

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
------------------	------------------	--------------------

[Note to Permit Writer in regards to Parameters:

(1) List all applicable parameters that were in the corresponding Specific Effluents Limits Table for each outfall. A Monitoring Table will need to be created for each outfall.]

[Note to Permit Writer in regards to Frequency:

(1) If the City/TRA requires the SIU to conduct their own self-monitoring for all the parameters listed in the Specific Effluents Limits Table for each outfall, the City/TRA needs to at least collect samples annually.

(2) If the City/TRA is sampling for all or specific parameters in lieu of the SIU, the City/TRA must:

(a) List the sample frequency for categorical parameters at least as “semiannually”;

(b) If a TOMP is approved, list “approved TOMP” in the frequency column for TTO’s (only for categorical outfalls); and

(c) List the sample frequency for Local Limits at least as “semiannually” unless the permit writer has determined and documented in the permit Fact Sheet why a parameter can be sampled less frequent (i.e. “once per permit cycle”). For additional details, refer to the Administrative Plan for the TRA Approved Pretreatment Program.

(3) “Semiannually” means sample once in the first six (6) months of the pretreatment year and once in the second six (6) months of the pretreatment year.]

[Note to Permit Writer in regards to Sample Type:

(1) Sample Types need to consist of either Composite, Grab, or 4-Part Grab. For details on the appropriate use of sample type refer to the Administrative Plan for the TRA Approved Pretreatment Program.]

- a. See additional Monitoring Requirements related to the discharge of wastewaters from Outfall [Insert Outfall No.] in Part 3, Special Conditions, of this permit.
- b. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR §136 and amendments thereto unless otherwise specified in the monitoring conditions of this permit.

PART 3: SPECIAL CONDITIONS

A. Additional/Special Monitoring Conditions

[Note to Permit Writer: *The permit writer must include any additional or special requirements that are applicable to the permittee. These can be requirements unique to the specific SIU. Some typical examples are given below.*

1. Surcharge. **[Note to Permit Writer:** *Should be applicable for most permits.*]

Permittee may be surcharged for BOD₅ and TSS based on monitoring activities conducted each year by the City or its authorized representative. The surcharge will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater flow:

$$\text{Surcharge} = \frac{Q}{1,000,000} \times 8.34 \times [a(\text{BOD}_5 - X) + b(\text{TSS} - Y)]$$

- Q = Flow of wastewater in gallons
- 8.34 = Weight in pounds of one gallon of water
- X = Normal limits of BOD₅ in domestic wastewater expressed in milligrams per liter
- Y = Normal limits of TSS in domestic wastewater expressed in milligrams per liter
- a = Unit cost per pound of BOD₅
- b = Unit cost per pound of TSS

BOD₅ and TSS limits represent a surcharge limit. Exceeding surcharge limits does not constitute a violation.

2. Local Limit Frequency. **[If applicable]**

The permittee has parameters identified in Part 2 that only require monitoring "once per permit cycle". Parameters that are considered to be not of concern will not be monitored except for once per permit cycle until the parameter is reasonably expected to be present in the facility's wastestream. The determination to increase the monitoring frequency of the local limit during the current permit cycle can be based on inspection results, sampling data, chemicals on hand, semiannual reports, and permit renewal information. If it is determined that the monitoring frequency needs to be increased, the minimum sample frequency will be "semiannually".

3. Specific Discharge Timeframe. **[If applicable]**

The discharge from Outfall [Insert Outfall No.] shall only be from the time period of: [Insert Time Period (ex. 8:00AM – 5:00PM, Monday through Friday)].

4. Batch Discharge Requirements. **[If applicable]**

- a. [Example: "The permittee shall provide TRA personnel at least twenty-four (24) hours' advance notice of the batch discharge(s). This notice may be given Monday through Friday, except holidays, by telephone at (972) 263-2251. Additional notification arrangements can also be made with TRA."]
- b. [Example: "The permittee shall establish a log that details the following information concerning the batch discharge from [Insert Process or Location] that will pass through Outfall [Insert Outfall No.]: date, operator, volume, start time, finish time, and the results of any analytical

tests run on the batch. This log shall be available at all times for inspection by the City and/or TRA.”]

5. TTO Requirements. [If Applicable]

For the Metal Finishing Category, 40 CFR §433.17, in lieu of performing the self-monitoring requirement for TTO, if an approved TOMP is on file with the Control Authority, the user may submit a certification statement with each Semiannual Report per 40 CFR §403.12(e) and §403.12(g). The statement will be provided by the City for the user's report.

If it is determined at any time by the Control Authority that the approved TOMP is not being implemented properly, the certification statement for the corresponding six-month period will be disallowed, and the industry will be required to submit TTO analyses for the corresponding six (6) month reporting period and for each subsequent six (6) month reporting period during which an approved TOMP is not in place. Additionally, the Control Authority will collect a sample for TTO analyses within five (5) days (or with the next batch discharge) of determining that the approved TOMP is not being implemented properly.

B. Compliance Schedule [If Applicable]

[Note to Permit Writer: A compliance schedule does not necessarily have to be inserted into a facility's permit. A compliance schedule can also be required by the City and handled separately from the permit. An Example is given below.]

1. The permittee must accomplish the following tasks in the designated time period:

#	Milestone Activity	End Date	Progress Report Due Date
1.	Submit new wastewater pretreatment design submission		
2.	Order equipment and materials		
3.	Develop, and submit a copy to the City and TRA a slug discharge plan to eliminate or minimize the accidental spill or slug discharge of pollutants into the sewer system		
4.	Implement the slug control plan		
5.	Complete installation of wastewater pretreatment plant		
6.	Obtain full pretreatment plant operational status and achieve full compliance		

2. Compliance Schedule Reporting.

No later than [Insert number of days, cannot be more than 14] days following each end date in the above schedule, the permittee must submit to the City of [Insert City/Town Name] and/or TRA a report including, at a minimum, whether it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reasons for delay, and the steps being taken to return the project to the scheduled established.

PART 4: REPORTING REQUIREMENTS

A. Accidental Discharge Report

The permittee shall notify the City and TRA immediately upon the occurrence of accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or any slug loads, slug discharges or spills of substances prohibited or otherwise limited that enter or may enter the public sewer and/or cause potential problems for the POTW. The City and TRA shall be notified by telephone (See Appendix A) Monday - Friday, weekends and holidays. The notification shall include: location of discharge, date and time of discharge, type of waste (including concentration and volume), and actions taken to prevent or minimize the recurrence of such an event. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, state, or federal laws.

Within five (5) days following an accidental discharge, the permittee shall submit to the City and TRA a detailed written report, specifying:

1. Description and cause of the upset, slug load, or accidental discharge including: location of discharge, type, concentration, and volume of waste.
2. Duration of non-compliance including exact dates and times of non-compliance and, if the non-compliance is continuing, an immediate response to cause the non-compliant discharge to cease; also continuous communication with the affected parties so as to keep them informed of the situation.
3. All steps taken or to be taken to reduce, eliminate, and prevent continuation or recurrence of such an upset, slug load or accidental discharge, spill, or other conditions of non-compliance.

B. Automatic Resampling

If the results of the permittee's self-monitoring and wastewater analysis indicate that a violation of this permit has occurred, the permittee must:

1. Inform the City of the violation within twenty-four (24) hours of becoming aware of the violation; and
2. Repeat the sampling and pollutant analysis and submit in writing the results of the second analysis within thirty (30) days of becoming aware of the violation. The permittee is not required to resample if the City and/or the Control Authority monitors at the user's facility at least once a month, or if the City and/or the Control Authority samples between the user's initial sampling and when the user receives the results of this sampling, or if the City and/or the Control Authority has performed the sampling and analysis in lieu of the user.

C. Planned Changes

[Note to Permit Writer: *The written notice timeframe should be the same timeframe as the Contracting Party's Ordinance.*]

The permittee shall give written notice to the City thirty (30) days prior to any facility expansion, production increase, or process modifications which result in new or substantially increased discharge or a change in the nature of the discharge. This would additionally include any change at the facility affecting the potential for a slug discharge. Variations in flow greater than twenty (20) percent of the baseline flow reported in the permittee's most recent permit application, or changes in the timing of batch discharges from the permittee as a result of modifications to the industrial processes must be reported in writing.

D. Hazardous Waste Notification

The permittee shall notify TRA, the City of [Insert City/Town Name], the United States Environmental Protection Agency (EPA) Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the sanitary sewer system of a substance, which, if otherwise disposed of, would be a hazardous waste as outlined in 40 CFR §261. Such notification shall conform to requirements described in 40 CFR §403.12(p).

E. Semiannual Reports

[Note to Permit Writer: *The due dates for Semiannual Reports need to be the month after each of the six (6) month reporting periods for the pretreatment year. For example, if the pretreatment year is March - February, the first Semiannual Report would need to be submitted by the end of September and the second Semiannual Report would need to be submitted by the end of March.*]

Permittee shall summarize pertinent pretreatment regulatory information on the Pretreatment Semiannual Report form. This report will be the current form as per the City, and is to be completed during the months of [Insert Month] and [Insert Month]. The City may specify different months in consideration of such factors as budget cycles, holidays, high or low flows, etc. The Pretreatment Semiannual report shall be submitted to the City, with a copy to TRA as specified. See Appendix A for addresses.

Reporting requirements for BMPs are listed in Part 1, Effluent Limitations. Information related to a BMP may require to be submitted with the Pretreatment Semiannual Report.

The results of all required monitoring identified in Part 2.A., along with copies of laboratory reports and Chain of Custody sheets, shall be included in the Pretreatment Semiannual Report submitted.

If the permittee monitors any pollutant more frequently at the permitted Outfall(s) than required by this permit, using test procedures prescribed in Part 5.C. of this permit, the results of such monitoring, along with copies of laboratory reports and Chain of Custody sheets, shall be included in the Pretreatment Semiannual Report submitted.

F. Signatory Requirements

All applications, user reports identified in this permit, and enforcement responses submitted to the City and TRA must be signed by the permittee's Signatory Authority. All applications, 90-day Compliance Reports, and Semiannual Reports must contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If the Signatory Authority, as stated in the Permit Application, is no longer accurate because a different individual or position has overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of 40 CFR §403.12(l) must be submitted to the City prior to, or together with, any reports to be signed by the Signatory Authority.

All reports required by this permit shall be submitted to the City and/or TRA as required (See Appendix A). Failure to submit any report or information required by this permit shall constitute a violation.

PART 5: MONITORING AND RECORDS

A. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit. All equipment used for sampling and analysis must be routinely calibrated, inspected, and maintained to ensure their accuracy.

B. Flow Measurements

If flow measurement is required by this permit, the devices shall be installed, calibrated, and maintained to ensure accuracy of the measurements. Devices selected shall be capable of measuring flows with a maximum deviation of less than ten (10) percent from true discharge rates throughout the range of expected discharge volumes. If the permittee is required to monitor flow, such requirement will be identified in Part 2 of this permit.

C. Analytical Methods to Demonstrate Continued Compliance

All sampling and analysis required by this permit shall be performed in accordance with the techniques prescribed in 40 CFR §136 and amendments thereto, otherwise approved by EPA or as specified in this permit.

D. Inspection and Entry

The permittee shall allow the City, or its authorized representative, TRA, the EPA, and/or the Texas Commission on Environmental Quality (TCEQ) upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, property, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit;
4. Sample or monitor for the purposes of assuring permit compliance any substances or parameters at any location; and
5. Inspect any production, manufacturing, fabricating, or storage area where pollutants, regulated under the permit could originate, be stored, or be discharged to the sewer system.

E. Monitoring Facilities

The City may require to be provided and operated (at the users' own expense) monitoring facilities to allow inspection, sampling, and flow measurement of the total discharge or any part of the total discharge originating from their facility. The facilities and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

F. Retention of Records

1. The permittee shall retain records of all monitoring information including: all calibration and maintenance records, all original strip chart recordings for continuous monitoring instrumentation,

copies of all reports required by this permit, self-monitoring conducted, and records of all data used to complete the application for this permit.

2. This and all other pretreatment-related information, including documentation of compliance with BMPs, shall be retained for a period of at least three (3) years. This period may be extended by request of the City and/or TRA.
3. All records that pertain to enforcement or litigation activities brought by the City and/or TRA shall be retained and preserved by the permittee for three (3) years, or until all enforcement activities and appeals have expired.
4. The permittee shall maintain onsite documentation associated with BMPs as required by City of *[Insert City/Town Name]*, Ordinance No.*[Insert Ordinance No.]*.
5. The permittee shall maintain a copy of this permit onsite at all times.
6. Records pertinent to this permit shall be made available during inspections. Requests by the permittee for replication of records shall be made in writing and signed by the permittee's Signatory Authority.

G. Record Contents

Records of sampling and analyses shall include:

1. The date, exact place, time, methods, of sampling or measurements, and sample preservation techniques or procedures;
2. The names of the person or persons taking the samples;
3. The date(s) analysis was conducted;
4. Who performed the analysis;
5. The analytical techniques/methods used; and
6. The results of such analyses, including quality control records.

H. Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in the imposition of criminal sanctions and/or civil penalties.

I. Manifesting

Permittee shall maintain records and make available for inspection all manifests from waste haulers removing hazardous and non-hazardous materials from the facility whether for disposal or for recycling purposes. If on site disposal or recycling occurs, the permittee shall maintain records of such.

PART 6: ADDITIONAL REPORTING REQUIREMENTS

A. Anticipated Non-Compliance

The permittee shall give advance notice to the City of any planned changes in the permitted facility or activity which may result in non-compliance with permit requirements. This does not relieve the permittee from maintaining compliance with the requirements of this permit.

B. Duty to Provide Information

The permittee shall furnish to the City and TRA any information which the City and TRA may request to determine whether cause exists for: modifying, revoking, reissuing, terminating this permit, or determining compliance with this permit. The permittee shall also, upon request, furnish to the City and TRA copies of any records required to be kept by this permit.

C. Slug Loading

Permittee shall immediately notify the Control Authority and the City (Appendix A) in the event that a slug loading of pollutants occurs. A slug load or slug discharge is any discharge of a non-routine, episodic nature, including but not limited to accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any way violate the POTW's regulations, local limits, or permit conditions.

PART 7: OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

A. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

B. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation or loss or failure of all or part of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a permittee that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

C. Act of God Provision:

1. An event that would otherwise be a violation that is caused solely by an Act of God, war, strike, riot, or other catastrophe is not a violation.
2. In an enforcement proceeding, the user seeking to establish the occurrence of an Act of God, war, strike, riot, or other catastrophe shall have the burden of proof.
3. In the event that an Act of God, war, strike, riot, or other catastrophe has been established the user shall control production of all discharges to the extent possible until such time as the reduction, loss, or failure of its treatment facility is restored or an alternative method of treatment is provided.

D. Bypass of Treatment Facilities

1. The pretreatment facility of the permittee must be in operation at all times to the extent necessary to meet applicable requirements and regulations.
2. Exceptions:
 - a. A bypass may be excused if the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. It may be excusable if there are no feasible alternatives to the bypass.
 - b. The "no feasible" alternatives criterion is not satisfied if, in the exercise of reasonable engineering judgment, adequate back-up equipment should have been installed to prevent a bypass which occurs during preventative maintenance or normal periods of equipment downtime.
3. Reporting requirements, see Part 5, Paragraph E.

E. Notification of Bypass

[Note to Permit Writer: Review the Contracting Party's Ordinance to determine if an anticipated bypass is allowed and the proper notification timeframe. If it is not allowed, replace anticipated bypass language with "Anticipated discharges which would cause a violation of this permit will not be allowed".]

1. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it must submit prior written notice at least ten (10) days before the date of the bypass, to the City and TRA.
2. Unanticipated bypass. The permittee shall immediately notify the City and TRA and submit a written notice within five (5) days, specifying:
 - a. The description of the bypass and its cause including its duration;
 - b. Whether the bypass has been corrected; and
 - c. The steps being taken or to be taken to reduce, eliminate, and prevent continuation or recurrence of the bypass.

PART 8: GENERAL CONDITIONS

A. Severability

The provisions of this permit are severable and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, will not be affected thereby and will continue in full force and effect.

B. Duty to Comply

The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings.

C. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from non-compliance with this permit. This includes additional monitoring as necessary to determine the nature and impact of the non-compliant discharge.

D. Permit Modification/Reopener Clause

[Note to Permit Writer: Review the Contracting Party Ordinance to make sure permit modification reasoning's listed here are supported by Ordinance. Also, the Ordinance may have additional reasons to reopen permit.]

This permit may be modified/reopened for good causes including, but not limited to, the following:

1. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
2. To incorporate, revise, or revoke new or existing BMPs;
3. To address material or substantial alternations or additions to the permittee's operation, processes or discharge volume or character since the time of the individual wastewater discharge permit issuance;
4. A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
5. Information indicating that the permitted discharge poses a threat to the City and the Control Authority's collection and treatment systems, POTW personnel, or the receiving waters;
6. Violation of any terms or conditions of the permit;
7. Misrepresentation or failure to disclose all relevant facts in the permit application or in any required reporting;
8. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR §403.13;
9. To correct typographical or other errors in the permit;
10. To reflect transfer of the facility ownership and/or operation to a new owner/operation;
11. Any new or revised requirements contained in the National Categorical Pretreatment Standard promulgated or for a National General Pretreatment Standard promulgated; and
12. Any new or revised requirements resulting from TRA's reevaluation of its local limits.

E. Permit Termination

[Note to Permit Writer: Review the Contracting Party Ordinance to make sure permit termination reasons listed here are supported by Ordinance. Also, the Ordinance may have additional reasons related to permit termination.]

This permit may be terminated for the following reasons:

1. Failure to notify the City and/or TRA of significant changes to the wastewater before the changed discharge;
2. Failure to provide prior notification to the City and/or TRA of changed conditions;
3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
4. Falsifying self-monitoring reports or certification statements;

5. Tampering with monitoring equipment;
6. Refusing to allow timely access to the facility premises and record;
7. Failure to meet effluent limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a wastewater survey or the wastewater discharge permit application;
12. Failure to provide advance notice of the transfer of business ownership of a permitted facility; and
13. Violation of any pretreatment standard or requirement including required BMPs, or any terms of the wastewater discharge permit or the City of [Insert City/Town Name], Ordinance No. [Insert Ordinance No.].

F. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

G. Limitation on Permit Transfer

[Note to Permit Writer: *The advance notice time frame should be the same time frame listed in the Contracting Party's Ordinance.*]

Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the City:

1. The permittee must give at least sixty (60) days' advance notice to the City.
2. The notice must include a written certification by the new owner or operator which:
 - a. States that the new owner or operator has received a copy of the existing permit and has no immediate intent to change the facility's operations and processes;
 - b. Identifies the specific date on which the transfer is to occur; and
 - c. Acknowledges full responsibility for complying with the existing permit.

H. Duty to Reapply

[Note to Permit Writer: *The submittal time frame should be the same timeframe as the Contracting Party's Ordinance.*]

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must submit an application for a new permit at least sixty (60) days before the expiration date of this permit.

I. Continuation of Expired Permits

[Note to Permit Writer: *The submittal time frame should be the same time frame as the Contracting Party's Ordinance.*]

An expired permit will continue to be effective and enforceable until the permit is reissued. The permittee will not be subject to penalties if:

1. The permittee has submitted a complete permit application at least sixty (60) days prior to the expiration date of the user's existing permit.
2. The failure to reissue prior to expiration of the previous permit is not due to any act or failure to act on the part of the permittee.

J. Dilution

The permittee shall not ever increase the use of potable or process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The City may impose mass limitation on permittees who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

K. Compliance with Applicable Pretreatment Standards and Requirements

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable local, State, and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

PART 9: NON-COMPLIANCE

A. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for non-compliance under local, State, or Federal laws, regulations, or ordinances.

B. Criminal/Civil Penalties

The City may deny or revoke the permit, disallow/disconnect service, assess civil or criminal penalties, and seek other available legal remedies, in accordance with City, State, or Federal laws, regulations, ordinances, or codes for any violation of this permit.

1. Civil Penalties.

[Note to Permit Writer: *Make sure language in permit is in agreement with the Contracting Party's Ordinance.*]

- a. A user who has violated, or continues to violate, any provision of the industrial wastewater ordinance, wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the City for a maximum civil penalty of one thousand dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

- b. The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- c. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- d. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

2. Criminal Prosecution

[Note to Permit Writer: Make sure language in permit is in agreement with the Contracting Party's Ordinance. Some Contracting Parties might not have criminal prosecution supported by legal authority.]

- a. A user who violates intentionally, knowingly, recklessly, or negligently any provision of the industrial wastewater ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000.00) per violation, per day.
- b. A user who introduces intentionally, knowingly, recklessly, or negligently any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a [misdemeanor] and be subject to the same penalties described in Part 8.A.2.a. above. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- c. A user who makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to the industrial wastewater ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be subject to the same penalties described in Part 8.A.2.a above.
- d. Criminal Responsibility. A person is criminally responsible for a violation of the City of [Insert City/Town Name] Ordinance No. [Insert Ordinance No.] if that person intentionally, knowingly, recklessly or negligently:
 - (1) Commits or assists in the commission of a violation, or causes or permits another person to commit a violation; or
 - (2) Owns or manages the property or facilities determined to be the cause of the illegal discharge.

C. Annual Publication

A list of all industrial users which were determined to be in significant non-compliance, as defined in 40 CFR §403.8(f)(2)(viii), during the POTW's previous twelve (12) month reporting period shall be annually published by the City in a newspaper of general circulation that provides meaningful public notice within the jurisdiction served by the POTW.

APPENDIX A: TELEPHONE NUMBERS AND ADDRESSES

[Note to Permit Writer: Enter the current contact information for TRA and the Contracting Party. The address needs to be an address that the permittee will mail or send reports to. The phone number needs to be a 24/7 number.]

Control Authority

Trinity River Authority of Texas
[Insert Street Address]
[Insert City, State ,Zip Code]

Phone #: [Insert Phone No.]
Fax #: [Insert Fax No.]

Municipality

City of [Insert City/Town Name]
[Insert Street Address]
[Insert City, State ,Zip Code]

Phone #: [Insert Phone No.]
Fax #: [Insert Fax No.]

APPENDIX B: DEFINITIONS

[Note to Permit Writer: The appropriate months need to be filled in for the following definitions based on the TRA Project's Texas Pollutant Discharge Elimination System (TPDES) permit's defined Pretreatment Year: (1) Pretreatment Year, (2) Semiannually, and (3) Semiannual Reports.]

- A. Average. The arithmetic mean of the values for effluent samples collected over a designated period.
- B. Bi-Monthly. Once every other month.
- C. Bi-Weekly. Once every other week.
- D. Bypass. The intentional diversion of wastes from any portion of a treatment facility.
- E. Control Authority. Trinity River Authority of Texas (TRA), as holder of the Texas Pollutant Discharge Elimination System (TPDES) permit.
- F. Composite Sample. A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample, composed of discrete sample aliquots collected at constant time intervals providing representative samples irrespective of stream flow, or as a flow proportional composite sample, collected either as a constant sample volume at time intervals proportional to stream flow or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.
- G. Cooling Water.
 - 1. Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.
 - 2. Contaminated: Water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
- H. Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.
- I. Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurements of the pollutant concentration derived from all the measurements taken that day.
- J. Grab Sample. An individual sample collected in less than fifteen (15) minutes, without regard for flow or time. Where specified a sample may be taken as a multi-part grab: composed of discrete grab sample(s) composited after collection and prior to analysis in the laboratory.
- K. Instantaneous Maximum. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- L. Monthly Average. The arithmetic mean of the values for effluent samples collected during a calendar month or specified thirty (30) day period (as opposed to a rolling thirty (30) day window).

- M. Pretreatment Year. As defined in the Control Authority's permit, [Insert Month] through [Insert Month], of each year.
- N. Publicly Owned Treatment Works (POTW). A "treatment works", as defined by Section 212 of the Act (33 U.S.C. § 1292), which is owned by the City and/or the Control Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.
- O. Semiannually. Each six (6) month period of the pretreatment year. Specifically, [Insert Month] through [Insert Month] and [Insert Month] through [Insert Month].
- P. Semiannual Reports. Reports to be submitted by the permittee during each of the semiannual periods identified above, specifically during [Insert Month] and [Insert Month], unless the Control Authority has requested alternate months for submission in consideration of budget cycles, high or low flow rates, etc.
- Q. Signatory Authority.
1. If the user is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 2. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 3. If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 4. The individuals described in paragraphs (1) through (3), above, may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.
- R. Significant Non-Compliance. As outlined in 40 CFR §403.8(f)(2)(viii), if a violation, or a series of violations meets one or more of the criteria as stated.
- S. Toxic Organic Management Plan (TOMP). A document that identifies sources of toxic organics, as regulated under category 40 CFR §433.17, in a facility's wastewater and describes controls necessary to ensure that these chemicals are not intentionally or accidentally discharged into the facility's wastewater system, except as otherwise authorized under a wastewater discharge permit.
- T. Total Toxic Organics (TTO). The sum of the masses or concentration of the toxic organic compounds listed in 40 CFR §122 Appendix D, Table 2, excluding pesticides, found in an industrial user's discharge

at a concentration greater than 0.01mg/L. Only those parameters reasonably suspected to present, if any, shall be analyzed for local limit compliance if required by the City. For a categorical Significant Industrial User (SIU), with categorical TTO monitoring requirements, TTO parameter selection is specific to the federal category.

APPENDIX C: SOURCES FOR ALTERNATIVE EFFLUENT LIMITATIONS

[Note to Permit Writer: Only include Appendix C if a Combined Wastestream Formula was calculated for a CIU, or if equivalent mass or equivalent concentration effluent limits are calculated for a CIU with Production Based Standards.]

A. Combined Wastestream Formula (CWF) [If Applicable]

The permittee discharges categorical regulated process effluent that is mixed with other wastestreams (regulated and non-regulated); therefore alternative limits were calculated at Outfall [Insert Outfall No.] as required by 40 CFR §403.6(e). The following formula was used and flow information was taken from the most recent flow data submitted by the permittee:

1. Formula.

$$C(t) = C(i) \times \frac{F(t) - F(d)}{F(t)}$$

Where C(t) = Alternate Concentration Limit (mg/L)

C(i) = Categorical Pretreatment Standard Concentration

F(t) = Average daily flow through the facility (includes regulated, unregulated, and dilute wastestreams)

F(d) = Average daily flow of dilute wastestreams

2. Applicable Pretreatment Standards.

[Insert here CFR PSNS or PSES reference number and other applicable information.]

Pollutant	Daily Maximum [Insert units]	Monthly Average [Insert units]

3. Flow Information.

Average Daily Regulated Flow	=	gallons/day
Average Daily Unregulated Flow	=	gallons/day
Average Daily Dilution	=	gallons/day

4. Calculation Example

[Note to Permit Writer: Insert an example calculation for deriving one equivalent concentration limit. Include any special production rate unit conversion calculations that had to occur.]

5. Alternative Limits

Pollutant	Daily Maximum 40 CFR §433.17 (mg/L)	Monthly Average 40 CFR §433.17 (mg/L)	Alternative Daily Maximum (mg/L)	Alternative Monthly Average (mg/L)

The applicable limits shall be the more restrictive of either local limits or the recalculated categorical limits for the point of entry.

B. Equivalent Concentration Limits [If Applicable]

The permittee is required to meet production based standards; therefore equivalent concentration limits were calculated at Outfall [Insert Outfall No.]. The following formula was used and flow and production rate information was taken from the most recent flow and production data submitted by the permittee:

1. Formula.

$$\text{Equivalent Concentration Limit} = \frac{\text{Standard} \times \text{Average Production Rate}}{\text{Average Flow Rate} \times \text{Conversion Factor}}$$

2. Applicable Pretreatment Standards

[Insert here CFR PSNS or (PSES) reference number and other applicable information.]

Pollutant	Daily Maximum [Insert units]	Monthly Average [Insert units]

3. Flow and Production Rate.

Average Daily Regulated Flow	=	
Production (Annual Average)	=	

4. Calculation Example.

[Note to Permit Writer: Insert an example calculation for deriving one equivalent concentration limit. Include any special production rate unit conversion calculations that had to occur.]

5. Equivalent Concentrations.

Pollutant	Daily Maximum 40 CFR §420.95(a)(1) (units)	Monthly Average 40 CFR §420.95(a)(1) (units)	Equivalent Daily Maximum (mg/L)	Equivalent Monthly Average (mg/L)

C. Equivalent Mass Limits [If Applicable]

The permittee is required to meet production based standards; therefore equivalent mass limits were calculated at Outfall [Insert Outfall No.]. The following formula was used and production rate information was taken from the most recent production data submitted by the permittee:

1. Formula.

$$\text{Equivalent Mass Limit} = \frac{\text{Standard} \times \text{Average Production Rate}}{\text{Conversion Factor}}$$

2. Applicable Pretreatment Standards.
[Insert here CFR PSNS or PSES reference number and other applicable information.]

Pollutant	Daily Maximum [Insert units]	Monthly Average [Insert units]

3. Flow and Production Rate.

Average Daily regulated flow = Not Applicable

Production (annual average) =

4. Calculation Example.

[Note to Permit Writer: Insert an example calculation for deriving one equivalent concentration limit. Include any special production rate unit conversion calculations that had to occur.]

5. Equivalent Concentrations.

Pollutant	Daily Maximum 40 CFR §420.95(a)(1) (units)	Monthly Average 40 CFR §420.95(a)(1) (units)	Equivalent Daily Maximum (mg/L)	Equivalent Monthly Average (mg/L)

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8

Title: Consider and take appropriate action approving Ordinance 732-22 calling a General Election to be held on November 8, 2022 regarding reauthorization of the street maintenance sales tax.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve Resolution

Background:

In 2018, the voters of Justin approved a .5 percent street maintenance sales tax for repair and maintenance of existing city streets. This sales tax must be reauthorized by the voters every four years. This ordinance calls the election for November 8, 2022, for consideration by the voters within the statutory time frame.

City Attorney Review: Yes

Attachments:

1. Ordinance 732-22

**CITY OF JUSTIN, TEXAS
ORDINANCE 732-22**

ELECTION ORDER

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN ORDERING AN TO BE HELD ON NOVEMBER 8, 2022 TO SUBMIT A PROPOSITION TO REAUTHORIZE A ONE-HALF (1/2) OF ONE PERCENT SALES TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; DESIGNATING THE PLACE OF HOLDING SUCH ELECTION; PROVIDING A SEVERABILITY CLAUSE AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with the requirements of Chapter 321 of the Texas Tax Code, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two (2) percent; and

WHEREAS, Section 41.001(a), Election Code, provides that except as otherwise provided for, each general or special election in this state shall be held on the first Saturday in May or the first Tuesday after the first Monday in November; and

WHEREAS, the City of Justin continues to face a myriad of street repair and maintenance issues in the face of a number of financial constraints; and

WHEREAS, the City of Justin City Council seeks the voter's consideration reauthorize the adoption of a local sales and use tax of one-half (1/2) of one percent to provide revenue for maintenance and repair of municipal streets; and

WHEREAS, the Council hereby finds and determines that it is in the best interest of the health, safety, and welfare of the public to approve this Ordinance.

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

**SECTION I
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION II
ELECTION ORDERED**

The City Council of the City of Justin hereby orders that a Special Election be held on November

8, 2022, for the purposes of reducing the local sales and use tax dedicated for the benefit of a Section 4A and 4B Economic Development Corporations from one-half (1/2) of one percent to one-fourth (1/4) of one percent each and authorize the adoption of one-half (1/2) of one percent sales tax to provide revenue for maintenance and repair of municipal streets.

SECTION III BALLOT LANGUAGE

The ballots for said election shall be prepared in accordance with the applicable provisions of the Texas Election Code so that voters may cast their ballots either **“FOR”** or **“AGAINST”** the following proposition which shall appear on the ballot in substantially the following form:

"THE REAUTHORIZATION OF A ONE-HALF (1/2) OF ONE PERCENT
SALES TAX TO PROVIDE REVENUE FOR MAINTENANCE AND
REPAIR OF MUNICIPAL STREETS."

SECTION IV PRECINCTS

The election precinct for said election shall be the regular precinct of Denton County to the extent that they are within the corporate limits of the City of Justin.

SECTION V ADMINISTRATION OF ELECTION

The Election shall be conducted in accordance with the provisions of the Texas Election Code. The City Manager is hereby authorized and directed to execute such election agreement for the election for and on behalf of the City, with all expenses of the joint election borne as outlined in the election agreement. The City of Justin will contract with Denton County for a joint election.

SECTION VI EARLY VOTING CLERKS

- (a) In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk of the purposes of conducting said election:

Frank Phillips, Early Voting Clerk
PO Box 1720
Denton, TX 76202

- (b) Brittany Andrews, City Secretary for the City of Justin shall serve as chief early voting clerk.
- (c) Any permanent county employee serving under the Elections Administrator shall serve as deputy early voting clerks.

SECTION V EARLY VOTING LOCATIONS

Early voting shall be conducted by the Denton County Elections Administrator, Frank Phillips. The main early voting polling place is **415 N. College Ave., Justin, Texas 76247**. Early voting in the City of Justin, Texas will be conducted at **415 N. College Ave, Justin, Texas 76247**, and at all other locations in Denton County designated by the Denton County Elections Administrator.

The required early voting by personal appearance of said election as well as additional times established by the City Council are as follows:

Monday- Friday	October 24-28, 2022
Saturday	October 29, 2022
Sunday	October 30, 2022
Monday-Friday	October 31- November 4, 2022

SECTION VI ELECTION DAY POLLING PLACES

The City of Justin City Hall located at 415 N. College Ave., Justin, Texas 76247 and at all other locations in Denton County designated by the Denton County Elections Administrator.

SECTION VII NOTICE AND PUBLICATION

Notice of the Election shall be given by posting a notice of election in both English and Spanish at Justin City Hall located at 415 N. College Ave., Justin, Texas 76247, on the bulletin board not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in the official newspaper of the City, being a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit.

In addition, thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION VIII

A copy of this order shall be retained with the other records of the election in accordance with the Texas Election Code.

APPROVED this the 9th day of August, 2022.

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #9

Title: Consider and take appropriate action approving Resolution 587-22 regarding the negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp, Mid-Tex division regarding the 2022 rate review mechanism filings.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve Resolution

A staff summary sheet provided by ASCS representatives is included with your packet.

City Attorney Review: Yes

Attachments:

1. Resolution

STAFF REPORT FOR RESOLUTION

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

RESOLUTION NO. 587-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Justin, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 9th DAY OF AUGUST, 2022.

Mayor, Elizabeth Woodall

ATTEST:

City Secretary, Brittany Andrews

APPROVED AS TO FORM:

City Attorney, Matthew Butler

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.						Current	Proposed	Change
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.							Current	Proposed	Change
36	Rate I @ 4278 MMBTU								
37	Customer charge					\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
43	Subtotal					\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X	0.06408 =	1,272.82			
45	Total					<u>\$ 21,136.06</u>			
46									
47	Customer charge						\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
49	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
50	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
51	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
52	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
53	Subtotal					\$ 20,228.23			
54	Rider FF & Rider TAX		\$ 20,228.23	X	0.06408 =	1,296.21			
55	Total					<u>\$ 21,524.44</u>	\$	388.38	
56									1.84%
57	Rate T @ 4278 MMBTU								
58	Customer charge					\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
63	Subtotal					\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X	0.06408 =	316.00			
65	Total					<u>\$ 5,247.38</u>			
66									
67	Customer charge						\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
69	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
70	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
71	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
72	Subtotal					\$ 5,296.37			
73	Rider FF & Rider TAX		\$ 5,296.37	X	0.06408 =	339.39			
74	Total					<u>\$ 5,635.76</u>	\$	388.38	
75									7.40%

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #10

Title: Consider and take appropriate action approving Resolution 588-22.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve Resolution 588-22

Please see the email quoted below from Judge Eads.

“Dear Denton County Leaders:

I am writing to bring to your attention recent action taken today by the Denton County Commissioners Court to disapprove of the Denton Central Appraisal District (Denton CAD) 2023 budget.

As you may know, the Denton Central Appraisal District Board of Directors met on July 28, 2022, and approved the 2023 proposed budget, which is an increase of over 17 percent from the current 2022 budget.

Attached please find the resolution from the Denton County Commissioners Court disapproving of the 2023 Denton CAD budget, along with a copy of the prepared remarks I shared during Court this morning.

Should you share similar concerns and wish to consider taking action, please know the appraisal district budget takes effect automatically unless it is disapproved by a majority of the taxing entities. In order to disapprove of the budget, the governing body of the taxing unit must adopt a resolution and send it to the secretary of the board within 30 days after its adoption. In this case, the deadline to disapprove of the budget and send a resolution to Denton CAD is by August 27, 2022.

As always, thank you for your commitment to serving our shared constituents.

Sincerely,

Andy Eads
Denton County Judge

City Attorney Review: Yes

Attachments:

1. Resolution 588-22

CITY OF JUSTIN, TEXAS

RESOLUTION NO. 586 -22

**A RESOLUTION OF THE CITY OF JUSTIN, TEXAS DISAPPROVING OF
THE DENTON CENTRAL APPRAISAL DISTRICT 2023 BUDGET**

WHEREAS, the City of Justin of Denton County is a taxing entity within the Denton Central Appraisal District and relies on the Denton Central Appraisal District for appraising property within the boundaries of the county for ad valorem tax purposes; and

WHEREAS, the Denton Central Appraisal District operations are funded solely by the local taxing entities served by the appraisal district, which includes Denton County; and

WHEREAS, on July 28, 2022 the Denton Central Appraisal District Board of Directors voted to approve of the 2023 Budget in the amount of \$17,997,944.33, an increase of 17.45% from the current 2022 budget; and

WHEREAS, pursuant to Chapter 6 of the Texas Property Tax Code, each taxing unit has a right to adopt a resolution disapproving of the Denton Central Appraisal District budget; and

WHEREAS, the Section 6.06 (b) of the Texas Property Tax Code further states that "if governing bodies of a majority of the taxing units entitled to vote on the appointment of board members adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption, the budget does not take effect, and the board shall adopt a new budget within 30 days of the disapproval."

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. The City Council of the City of Justin hereby disapproves of the 2023 Budget of the Denton Central Appraisal District.

Section 3. That each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting at which this Resolution was introduced, and that this Resolution would be introduced and considered for passage at this meeting, and each of said officers and members consented, in advance, to the holding of this meeting for such purpose, and that this meeting was open to the public and public notice of the time, place and purpose of this meeting was given, all as required by the Texas Government Code, Chapter 551.

**DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JUSTIN,
TEXAS ON AUGUST 9, 2022.**

CITY OF JUSTIN, TEXAS

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #11

Title: Discuss City Council Liason roles and respnsibilities.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Discuss

Background: This item is on the agenda at the request of Councilman Mendoza.

City Attorney Review:

Attachments:

City Council Meeting

August 9, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #12 (Consent)

Title: Consider and take appropriate action approving City Council meeting minutes dated July 12, 2022 and July 26, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Motion to approve consent items as presented.

Background:

City Attorney Review: N/A

Attachments:

1. July 12, 2022 draft minutes
2. July 26, 2022 draft minutes



Mayor, Elizabeth Woodall

MINUTES

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

Justin City Council Regular Session Meeting- July 12, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 12th day of July, 2022 at 6:00 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, John Mounce, Councilmembers, James Clark, Tomas Mendoza, Jim Tate, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, , Public Works Director, Josh Little, Planning and Development Director, Matt Cyr, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM
Invocation led by: Councilman Mendoza

BUSINESS INTRODUCTION

- Classy Cactus

WORKSHOP SESSION

1. Discuss and review emergency plan.
2. Discuss fiscal year 22/23 annual budget.
3. Discuss Comprehensive Plan.
4. Discuss regular session agenda items.

Mayor called for a break at 6:52PM
Council reconvened into regular session at 7:05PM

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 comments

PUBLIC HEARING ITEMS

5. **PUBLIC HEARING:** Conduct a Public Hearing to consider amending the SF-2 PD (Planned Development) of The Preserve, approximately 196 Acres southwest of the intersection of FM 407 and Boss Range Road, legally described as A0419A W.A. FERRIS, TR 1, OLD DCAD TR 4, A0285A, WM CABLE, TR 1(P.T), A0285A WM CABLE, TR 1A (PT).

- a. Open public hearing at 7:19PM
- b. Close public hearing at 7:22 PM

Steve Fluker – addressed his concern regarding the maintenance and potential plant selection, which is why this was brought forth.

Carla Gastineau – 1104 Hillside Dr. Justin, TX 76247 – As a citizen, I am not going to be driving through the preserve but was excited to be able to see the trees going on the outside of it to add to the beauty when driving around. I am fully on board with getting Texas native and drought plants, I have some and they are still going good. As a citizen I should be able drive down the street to enjoy that too.

Tom Cronberger – 806 12th st. Justin, TX 76247 -My understanding was it would be a reduction, not a shift so my concern is that it was beign asked as a budget concern for that particular HOA and now its being that we are taking from here to put over there. My concern is that is not really a reduction.

- c. Consider and take appropriate action

Councilwoman Hartle moved to approve the amendment as presented with it be added that the Gaston House be zoned General Business uses with an SUP required.

Seconded by: Councilman Mendoza

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

Motion carries

6. **PUBLIC HEARING:** Conduct a Public Hearing to consider an amendment to Chapter 52 of the Code of Ordinances relating to Specific Use Permit Regulations.

- a. Open public hearing at 7:36PM
- b. Close public hearing at 7:36PM
- c. Consider and take appropriate action

Mayor Pro Tem, Mounce moved to approve.

Seconded by: Councilman Clark

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

Motion carries

7. **PUBLIC HEARING:** Conduct a Public Hearing to consider an amendment to Chapter 52 of the Code of Ordinances relating to Site Plan requirements.
 - a. Open public hearing at 7:38PM
 - b. Close public hearing at 7:38PM
 - c. Consider and take appropriate action

Mayor Pro Tem, Mounce moved to approve.

Seconded by: Councilman Tate

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

Motion carries

POSSIBLE ACTION ITEMS

8. Consider and take appropriate action amending Chapter 52 of the Code of Ordinances relating to accessory structures and definitions.

Councilman Tate moved to accept with the exception of 22ft height allowance for accessory buildings.

Seconded by: Councilman Clark

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

Motion carries

9. Consider and take appropriate action regarding appointment to and membership of the Parks and Recreation Advisory Board.

Councilman Clark moved to appoint Robin Amerine into place 4 on the Parks and Recreation Advisory Board.

Seconded by: Councilman Mounce

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

Motion carries

10. Consider and take appropriate action regarding appointment to and membership of the Planning and Zoning Commission.

Councilman Mendoza moved to appoint Tory Turner into place 5 on the Planning and Zoning Commission.

Seconded by: Councilwoman Hartle

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

Motion carries

11. Consider and take appropriate action to approve Ordinance 728-22 regulating use of Golf Carts on city streets.

Councilman Tate moved to approve Ordinance 728-22.

Seconded by: Councilman Clark

Aye votes: Councilmembers Clark, Tate, and Mendoza

Nay votes: Councilmembers Mounce and Hartle

Motion carries 3-2

12. Consider and take appropriate action awarding a contract to Patcon Services for the Hardeman Circle Drainage project.

Councilwoman Hartle moved to award a contract to Patcon Services as presented.

Seconded by: Councilman Clark

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

Motion carries

CONSENT

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

13. Consider and take appropriate action approving the Interlocal Cooperation Agreement for shared governance communications & dispatch services between City of Justin, and Denton County.
14. Consider and take appropriate action approving City Council meeting minutes dated June 28, 2022.

Councilman Mounce moved to approve all consent items as presented.

Seconded by: Councilwoman Hartle

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

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:
 - Range Road Development Agreement

Convene into executive session at 8:21PM

Adjourn into open meeting at 8:42PM

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

FUTURE AGENDA ITEMS

- Landscape Ordinance
- Future Land use map
- Media update
- August – ground storage update

ADJOURN

With there being no further business, the meeting was adjourned at 8:45PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal:



Mayor, Elizabeth Woodall

MINUTES

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

Justin City Council Regular Session Meeting- July 26, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 26th day of July, 2022 at 6:00 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, John Mounce, Councilmembers, James Clark, Tomas Mendoza, Jim Tate, and Chrissa Hartle. City Staff: Public Works Director, Josh Little, Planning and Development Director, Matt Cyr, City Secretary, Brittany Andrews, Director of Strategic Services, Abbey Reece, and City Attorney, Matthew Butler.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM
Invocation led by: Juli Cuthbertson

STAFF BOARD UPDATE

Parks and Recreation Advisory Board presentation
Financial Update
Quarterly Investment Report

WORKSHOP SESSION

1. Discussion regarding communications update.
2. Discussion regarding potentially updating the landscape ordinance.
3. 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.

No public comment

**Mayor convened into break at 7:29PM
Reconvened at 7:44PM**

POSSIBLE ACTION ITEMS

4. Consider and take any necessary action regarding a Resolution approving the placement of consideration and adoption of the 2022 Tax Year Property Tax Rate on the City Council meeting agenda for September 13, 2022, for the City of Justin, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; calling a public hearing on the proposed property tax rate to be held on September 13, 2022 at 6 pm; requiring publication of the notice of the 2022 tax year proposed property tax rate in a newspaper of general circulation in the City; posting the notice on the City's website; and providing an effective date.

Mayor Pro Tem, Mounce moved to approve the Resolution calling for a public hearing on the proposed property tax rate to be held on September 13, 2022 at 6:00PM.

**Seconded by: Councilman Tate
Aye votes: Councilmembers Mounce, Hartle, Mendoza, and Tate.
Nay votes: Councilman Clark
Motion carries 4-1**

5. Consider and take appropriate action calling a public hearing on the proposed Fiscal Year 2022-2023 Budget for September 13, 2022, at 6pm at Justin City Hall.

Councilman Clark moved to call a public hearing on the Proposed Fiscal Year 2022-2023 Budget for September 13, 2022 at 6:00PM.

**Seconded by: Councilman Mendoza
Aye votes: Councilmembers Mounce, Hartle, Mendoza, Clark and Tate.
Motion carries**

6. Consider and take appropriate action on all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

Councilwoman Hartle moved to approve item 6 as presented.

**Seconded by: Councilman Mendoza
Aye votes: Councilmembers Mounce, Hartle, Mendoza, and Tate.
Nay votes: Councilman Clark
Motion carries 4-1**

CONSENT

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

FUTURE AGENDA ITEMS

ADJOURN

With there being no further business, the meeting was adjourned at 8:12PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal: